

JOINT MOTION RECORD VOLUME I

Court File No. 00-CV-192059CP

**ONTARIO
SUPERIOR COURT OF JUSTICE**

BETWEEN:

CHARLES BAXTER, SR. AND ELIJAH BAXTER

Plaintiffs

- and -

THE ATTORNEY GENERAL OF CANADA

Defendant

- and -

THE GENERAL SYNOD OF THE ANGLICAN CHURCH OF CANADA, THE MISSIONARY SOCIETY OF THE ANGLICAN CHURCH OF CANADA, THE SYNOD OF THE DIOCESE OF ALGOMA, THE SYNOD OF THE DIOCESE OF ATHABASCA, THE SYNOD OF THE DIOCESE OF BRANDON, THE SYNOD OF THE DIOCESE OF BRITISH COLUMBIA, THE SYNOD OF THE DIOCESE OF CALGARY, THE SYNOD OF THE DIOCESE OF CARIBOO, THE INCORPORATED SYNOD OF THE DIOCESE OF HURON, THE SYNOD OF THE DIOCESE OF KEEWATIN, THE DIOCESE OF MOOSONEE, THE SYNOD OF THE DIOCESE OF WESTMINSTER, THE SYNOD OF THE DIOCESE OF QU'APPELLE, THE DIOCESE OF SASKATCHEWAN, THE SYNOD OF THE DIOCESE OF YUKON, THE COMPANY FOR THE PROPAGATION OF THE GOSPEL IN NEW ENGLAND (also known as THE NEW ENGLAND COMPANY), THE PRESBYTERIAN CHURCH IN CANADA, THE TRUSTEE BOARD OF THE PRESBYTERIAN CHURCH IN CANADA, THE FOREIGN MISSION OF THE PRESBYTERIAN CHURCH IN CANADA, BOARD OF HOME MISSIONS AND SOCIAL SERVICES OF THE PRESBYTERIAN CHURCH IN CANADA, THE WOMEN'S MISSIONARY SOCIETY OF THE PRESBYTERIAN CHURCH IN CANADA, THE UNITED CHURCH OF CANADA, THE BOARD OF HOME MISSIONS OF THE UNITED CHURCH OF CANADA, THE WOMEN'S MISSIONARY SOCIETY OF THE UNITED CHURCH OF CANADA, THE METHODIST CHURCH OF CANADA, THE MISSIONARY SOCIETY OF THE METHODIST CHURCH OF CANADA (also known as THE METHODIST MISSIONARY SOCIETY OF CANADA), THE CANADIAN CONFERENCE OF CATHOLIC BISHOPS, THE ROMAN CATHOLIC BISHOP OF THE DIOCESE OF CALGARY, THE ROMAN CATHOLIC BISHOP OF KAMLOOPS, THE ROMAN

CATHOLIC BISHOP OF THUNDER BAY, THE ROMAN CATHOLIC ARCHBISHOP OF VANCOUVER, THE ROMAN CATHOLIC BISHOP OF VICTORIA, THE ROMAN CATHOLIC BISHOP OF NELSON, THE CATHOLIC EPISCOPAL CORPORATION OF WHITEHORSE, LA CORPORATION EPISCOPALE CATHOLIQUE ROMAINE DE GROUARD – McLENNAN, THE CATHOLIC ARCHDIOCESE OF EDMONTON, LA DIOCESE DE SAINT-PAUL, THE ROMAN CATHOLIC EPISCOPAL CORPORATION OF MACKENZIE, THE ARCHIEPISCOPAL CORPORATION OF REGINA, THE ROMAN CATHOLIC EPISCOPAL CORPORATION OF KEEWATIN, THE ROMAN CATHOLIC ARCHIEPISCOPAL CORPORATION OF WINNIPEG, LA CORPORATION ARCHIEPISCOPALE CATHOLIQUE ROMAINE DE SAINT-BONIFACE, THE ROMAN CATHOLIC EPISCOPAL CORPORATION OF THE DIOCESE OF SAULT STE. MARIE, THE ROMAN CATHOLIC EPISCOPAL CORPORATION OF JAMES BAY, THE ROMAN CATHOLIC EPISCOPAL CORPORATION OF HALIFAX, THE ROMAN CATHOLIC EPISCOPAL CORPORATION OF HUDSON'S BAY, LA CORPORATION EPISCOPALE CATHOLIQUE ROMAINE DE PRINCE ALBERT, THE ROMAN CATHOLIC EPISCOPAL CORPORATION OF PRINCE RUPERT, THE ORDER OF THE OBLATES OF MARY IMMACULATE IN THE PROVINCE OF BRITISH COLUMBIA, THE MISSIONARY OBLATES OF MARY IMMACULATE – GRANDIN PROVINCELES PERES MONTFORTAINS (also known as THE COMPANY OF MARY), JESUIT FATHERS OF UPPER CANADA, THE MISSIONARY OBLATES OF MARY IMMACULATE – PROVINCE OF ST. JOSEPH, LES MISSIONAIRES OBLATS DE MARIE IMMACULEE (also known as LES REVERENDS PERES OBLATS DE L'IMMACULEE CONCEPTION DE MARIE), THE OBLATES OF MARY IMMACULATE, ST. PETER'S PROVINCE, LES REVERENDS PERES OBLATS DE MARIE IMMACULEE DES TERRITOIRES DU NORD OUEST, LES MISSIONAIRES OBLATS DE MARIE IMMACULEE (PROVINCE U CANADA – EST), THE SISTERS OF SAINT ANNE, THE SISTERS OF INSTRUCTION OF THE CHILD JESUS (also known as THE SISTERS OF THE CHILD JESUS), THE SISTERS OF CHARITY OF PROVIDENCE OF WESTERN CANADA, THE SISTERS OF CHARITY (GREY NUNS) OF ST. ALBERT (also known as THE SISTERS OF CHARITY (GREY NUNS) OF ST. ALBERTA), THE SISTERS OF CHARITY (GREY NUNS) OF THE NORTHWEST TERRITORIES, THE SISTERS OF CHARITY (GREY NUNS) OF MONTREAL (also known as LES SOEURS DE LA CHARITÉ (SOEURS GRISES) DE L'HÔPITAL GÉNÉRAL DE MONTREAL), THE GREY SISTERS NICOLET, THE GREY NUNS OF MANITOBA INC. (also known as LES SOEURS GRISES DU MANITOBA INC.), THE SISTERS OF ST. JOSEPH OF SAULT STE. MARIE, LES SOEURS DE SAINT-JOSEPH DE ST-HYACINTHE and INSTITUT DES SOEURS DE SAINT-JOSEPH DE SAINT-HYACINTHE LES SOEURS DE L'ASSOMPTION DE LA SAINTE VIERGE (also known as LES SOEURS DE L'ASSOMPTION DE LA SAINTE VIERGE) DE NICOLET AND THE SISTERS OF ASSUMPTION, LES SOEURS DE L'ASSOMPTION DE LA SAINTE VIERGE DE L'ALBERTA, THE DAUGHTERS OF THE HEART OF MARY (also known as LA SOCIETE DES FILLES DU COEUR DE MARIE and THE DAUGHTERS OF THE IMMACULATE HEART OF MARY), MISSIONARY OBLATE SISTERS OF SAINT-BONIFACE (also known as

**MISSIONARY OBLATES OF THE SACRED HEART AND MARY IMMACULATE,
or LES MISSIONAIRES OBLATS DE SAINT-BONIFACE), LES SOEURS DE LA
CHARITE D'OTTAWA (SOEURS GRISES DE LA CROIX) (also known as SISTERS
OF CHARITY OF OTTAWA - GREY NUNS OF THE CROSS), SISTERS OF THE
HOLY NAMES OF JESUS AND MARY (also known as THE RELIGIOUS ORDER OF
JESUS AND MARY and LES SOEURS DE JESUS-MARIE), THE SISTERS OF
CHARITY OF ST. VINCENT DE PAUL OF HALIFAX (also known as THE SISTERS
OF CHARITY OF HALIFAX), LES SOEURS DE NOTRE DAME AUXILIATRICE,
LES SOEURS DE ST. FRANCOIS D'ASSISE, SISTERS OF THE PRESENTATION
OF MARY (SOEURS DE LA PRESENTATION DE MARIE), THE BENEDICTINE
SISTERS, INSTITUT DES SOEURS DU BON CONSEIL, IMPACT NORTH
MINISTRIES, THE BAPTIST CHURCH IN CANADA**

Third Parties

Proceeding under the *Class Proceedings Act, 1992*

**JOINT MOTION RECORD
(Certification, Settlement Approval and Approval of Legal Fees)**

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other Religious Entity Defendants.

ABBREVIATED INDEX

TAB NO.

DOCUMENT DESCRIPTION

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1. Agreement in Principle, dated November 20, 2005
2. Residential Schools Settlement Agreement, dated May 10, 2006

VOLUME III

3. Notice of Motion for Settlement Approval, returnable August 29-31, 2006
 - A. Schedule “A” to the Notice of Motion [Amended Statement of Claim]
 - B. Schedule “B” to the Notice of Motion [Draft Order Amending the Title of Proceedings]
 - C. Schedule “C” to the Notice of Motion [Draft Order Approving the Settlement]
 - D. Schedule “D” to the Notice of Motion [Draft Order Approving Fees]
4. Affidavit of Jonathan Ptak
5. Affidavit of the Honourable Frank Iacobucci, Q.C.
6. Affidavit of Chief Larry Phillip Fontaine

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9. Affidavit of Len Marchand

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10. Affidavit of Richard Curtis
11. Affidavit of Donald Belcourt
12. Affidavit Nora Bernard

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14.	Affidavit of Bonnie Reid
15.	Affidavit of Doug Keshen
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17.	Affidavit of Todd Hilsee (June 29, 2006)
18.	Affidavit of Todd Hilsee (July 26, 2006)
19.	Affidavit of Kerry Eaton
20.	Order of the Honourable Mr. Justice Warren K. Winkler, dated May 24, 2006
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22.	Affidavit of James Vincent Scott (United Church Entities)
23.	Affidavit of Stephen Kendall (Presbyterian Entities)
24.	Affidavit of Sister Bernadette Poirer s.g.m. (Catholic)
25.	Affidavit of Father Jacques Gagné (Catholic)
26.	Affidavit of Archbishop Joseph Edmond Emilius Goulet (Catholic)
27.	Affidavit of Sister Gloria Keylor s.p. (Catholic)
28.	Affidavit of Father Jacques L'Heureux (Catholic)
29.	Affidavit of Father Camille Piche (Catholic)
30.	Affidavit of Father Bernard Pinet (Catholic)
31.	Affidavit of Father Cécil Fortier (Catholic)
32.	Affidavit of Bishop Gary Gordon (Catholic)
33.	Affidavit of Sister Dorothy Jean Beyer (Catholic)

<u>TAB NO.</u>	<u>DOCUMENT DESCRIPTION</u>
34.	Affidavit of Sister Pauline Phaneuf (Catholic)
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36.	Affidavit of Sister Robéa Duguay (Catholic)
37.	Affidavit of Sister Pearl Goudreau (Catholic)
38.	Affidavit of Sister Denise Brochu (Catholic)
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<u>TAB NO.</u>	<u>DOCUMENT DESCRIPTION</u>
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68.	Statutory Declaration of Flora Northwest
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72.	Statutory Declaration of Christine Semple
73.	Statutory Declaration of Dennis Smokeyday
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75.	Statutory Declaration of Edward Tapiatic
76.	Statutory Declaration of Helen Wildeman
77.	Statutory Declaration of Adrian Yellowknee

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TAB NO.

DOCUMENT DESCRIPTION

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1. **Agreement in Principle, dated November 20, 2005**
 - A. Schedule "A" to the Agreement in Principle, dated November 20, 2005 [List of Catholic Entities]
 - B. Schedule "B" to the Agreement in Principle, dated November 20, 2005 [Independent Assessment Process (IAP) for Continuing Indian Residential Schools Abuse Claims]
 - C. Schedule "C" to the Agreement in Principle, dated November 20, 2005 [List of Residential Schools]
 - D. Schedule "D" to the Agreement in Principle, dated November 20, 2005 [List of Additional Residential Schools]
 - E. Schedule "E" to the Agreement in Principle, dated November 20, 2005 [Truth and Reconciliation Principles]
 - F. Schedule "F" to the Agreement in Principle, dated November 20, 2005 [Inuit and Inuvialuit Schools to be Researched]
 - G. Schedule "G" to the Agreement in Principle, dated November 20, 2005 [AIP Implementation]
 - H. Schedule "H" to the Agreement in Principle, dated November 20, 2005 [Letter to Former Students of Indian Residential Schools and their Legal Counsel from Mario Dion, Deputy Minister, Indian Residential Schools Resolution Canada, July 2005]
2. **Residential Schools Settlement Agreement, dated May 10, 2006**
 - A. Schedule "A" to Residential Schools Settlement Agreement, dated May 10, 2006 [Application for Common Experiences Payment for Former Students Who Resided at Indian Residential Schools]
 - B. Schedule "B" to Residential Schools Settlement Agreement, dated May 10, 2006 [List of Anglican Defendants]
 - C. Schedule "C" to Residential Schools Settlement Agreement, dated May 10, 2006 [List of Corporate Catholic Defendants]

TAB NO.

DOCUMENT DESCRIPTION

- D. Schedule "D" to Residential Schools Settlement Agreement, dated May 10, 2006 [Independent Assessment Process (IAP) for Continuing Indian Residential School Abuse Claims]
- E. Schedule "E" to Residential Schools Settlement Agreement, dated May 10, 2006 [List of Residential Schools]
- F. Schedule "F" to Residential Schools Settlement Agreement, dated May 10, 2006 [List of Additional Residential Schools]
- G. Schedule "G" to Residential Schools Settlement Agreement, dated May 10, 2006 [List of Anglican Defendants]
- H. Schedule "H" to Residential Schools Settlement Agreement, dated May 10, 2006 [List of Other Catholic Entities]
- I. Schedule "I" to Residential Schools Settlement Agreement, dated May 10, 2006 [Trust Agreement]
- J. Schedule "J" to Residential Schools Settlement Agreement, dated May 10, 2006 [Commemoration Policy Directive]
- K. Schedule "K" to Residential Schools Settlement Agreement, dated May 10, 2006 [Settlement Notice Plan Prepared by Hilsoft Notifications]

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- L. Schedule "L" to Residential Schools Settlement Agreement, dated May 10, 2006 [Common Experience Payment Process Flowchart and Memorandum]
- M. Schedule "M" to Residential Schools Settlement Agreement, dated May 10, 2006 [Funding Agreement]
- N. Schedule "N" to Residential Schools Settlement Agreement, dated May 10, 2006 [Mandate for the Truth and Reconciliation Commission]
- O. Schedules "O" to Residential Schools Settlement Agreement, dated May 10, 2006 [Schedules Amending Settlement Agreement]
 - 1. Schedule "O" to Residential Schools Settlement Agreement, dated May 10, 2006 [Schedule O-1 Second Amending Agreement]

TAB NO.

DOCUMENT DESCRIPTION

- A. Schedule A to Schedule O-1 Second Amending Agreement [The Presbyterian Fund for Healing and Reconciliation]
- B. Schedule B to Schedule O-1 Second Amending Agreement [Full and Final Release in Claims by Persons who Opt Out of the IRSSA]
- 2. Schedule "O" to Residential Schools Settlement Agreement, dated May 10, 2006 [Schedule O-2 Amending Agreement]
 - A. Schedule A to Schedule O-2 Second Amending Agreement [The Anglican Entities]
 - B. Schedule B to Schedule O-2 Second Amending Agreement [The Anglican Fund for Healing and Reconciliation ("AFHR")]
 - C. Schedule C to Schedule O-2 Second Amending Agreement [Full and Final Release in Claims by Persons Who Opt Out of the IRSSA]
 - D. Schedule D to Schedule O-2 Second Amending Agreement [Process for Providing Documents to the Truth and Reconciliation Commission]
 - E. Schedule E to Schedule O-2 Second Amending Agreement [Sections of IRSSA Incorporated by Reference]
 - F. Schedule F to Schedule O-2 Second Amending Agreement [Notice Information for Anglican Entities]
- 3. Schedule "O" to Residential Schools Settlement Agreement, dated May 10, 2006 [Schedule O-3 Settlement Agreement]
 - A. Schedule A to Schedule O-3 Settlement Agreement [List of the Catholic Entities]
 - B. Schedule B to Schedule O-3 Settlement Agreement [The Catholic Healing, reconciliation and Service Evaluation Committee]
 - C. Schedule C to Schedule O-3 Settlement Agreement [Conditions Under Which Payments are Made from the Corporation to the Aboriginal Healing Foundation]
 - D. Schedule D to Schedule O-3 Settlement Agreement [Full and Final Release in Claims by Persons who Opt Out of the IRSSA]
 - E. Schedule E to Schedule O-3 Settlement Agreement [Process for Providing Documents to the Truth and Reconciliation Commission]

TAB NO.

DOCUMENT DESCRIPTION

- F. Schedule F to Schedule O-3 Settlement Agreement [Sections of IRSSA Incorporated by Reference]
- G. Schedule G to Schedule O-3 Settlement Agreement [Names and Addresses of the Catholic Entities for Giving Notice]
- 4. Schedule "O" to Residential Schools Settlement Agreement, dated May 10, 2006 [Schedule O-4 Settlement Agreement]
 - A. Schedule A to Schedule O-4 Settlement Agreement [Indian Residential Schools Related to the United Church]
 - B. Schedule B to Schedule O-4 Settlement Agreement [Healing and Reconciliation and In-Kind Services Criteria]
 - C. Schedule C to Schedule O-4 Settlement Agreement [Full and Final Release in Claims by Persons Who Opt Out of the IRSSA]
- P. Schedule "P" to Residential Schools Settlement Agreement, dated May 10, 2006 [Full and Final Release]
- Q. Schedule "Q" to Residential Schools Settlement Agreement, dated May 10, 2006 [Treasury Board of Canada Secretariat Travel Directive]
- R. Schedule "R" to Residential Schools Settlement Agreement, dated May 10, 2006 [July 2005 Open Letter to Former Students of Indian Residential Schools and their Legal Counsel from Mario Dion, Deputy Minister, Indian Residential Schools Resolution Canada]
- S. Schedule "S" to Residential Schools Settlement Agreement, dated May 10, 2006 [National Certification Committee Members]
- T. Schedule "T" to Residential Schools Settlement Agreement, dated May 10, 2006 [ADR Pilot Projects]
- U. Schedule "U" to Residential Schools Settlement Agreement, dated May 10, 2006 [IAP Working Group Members]
- V. Schedule "V" to Residential Schools Settlement Agreement, dated May 10, 2006 [Agreement Between the Government of Canada and the Merchant Law Group Respecting the Verification of Legal Fees]

VOLUME III

3. **Notice of Motion for Settlement Approval, returnable August 29-31, 2006**
 - E. Schedule "A" to the Notice of Motion [Amended Statement of Claim]
 - F. Schedule "B" to the Notice of Motion [Draft Order Amending the Title of Proceedings]
 - G. Schedule "C" to the Notice of Motion [Draft Order Approving the Settlement]
 - H. Schedule "D" to the Notice of Motion [Draft Order Approving Fees]
4. **Affidavit of Jonathan Ptak**
5. **Affidavit of the Honourable Frank Iacobucci, Q.C.**
 - A. Exhibit "A" to the Affidavit of the Honourable Frank Iacobucci, Q.C. [Political Agreement]
 - B. Exhibit "B" to the Affidavit of the Honourable Frank Iacobucci, Q.C. [Letter from the Honourable Frank Iacobucci to Interested Parties, dated June 1, 2005]
 - C. Exhibit "C" to the Affidavit of the Honourable Frank Iacobucci, Q.C. [Letter from the Honourable Frank Iacobucci to Interested Parties, dated July 4, 2005]
 - D. Exhibit "D" to the Affidavit of the Honourable Frank Iacobucci, Q.C. [Letter from the Honourable Frank Iacobucci to Interested Parties, dated July 15, 2005]
 - E. Exhibit "E" to the Affidavit of the Honourable Frank Iacobucci, Q.C. [Chart describing meetings and telephone conversations]
 - F. Exhibit "F" to the Affidavit of the Honourable Frank Iacobucci, Q.C. [Agreement in Principle]
6. **Affidavit of Chief Larry Phillip Fontaine**
 - A. Exhibit "A" to the Affidavit of Chief Larry Phillip Fontaine [Chapter 10, *Report of the Royal Commission on Aboriginal Peoples*]

- B. Exhibit "B" to the Affidavit of Chief Larry Phillip Fontaine [Statement of Reconciliation]
- C. Exhibit "C" to the Affidavit of Chief Larry Phillip Fontaine [*Guiding Principles for Working Together to Build Restoration and Reconciliation*]
- D. Exhibit "D" to the Affidavit of Chief Larry Phillip Fontaine [*The Assembly of First Nations Report on Canada's Dispute Resolution Plan to Compensate for Abuses in Indian Residential Schools*]
- E. Exhibit "E" to the Affidavit of Chief Larry Phillip Fontaine [Political Agreement dated May 30, 2005]
- F. Exhibit "F" to the Affidavit of Chief Larry Phillip Fontaine [Assembly of First Nations' Resolutions]
- G. Exhibit "G" to the Affidavit of Chief Larry Phillip Fontaine [Final Conference Report of the Assembly of First Nations' Residential Schools July 2005 Conference]
- H. Exhibit "H" to the Affidavit of Chief Larry Phillip Fontaine [List of Residential Schools conferences of meetings attended by the Assembly of First Nations Indian Residential Schools Unit]

VOLUME IV – National Background

- 7. **Affidavit of Robert Robson**
 - A. Exhibit 1 to the Affidavit of Rob Robson [Affidavit of Rob Robson Previously Sworn on July 25, 2003]
- 8. **Affidavit of David Russell**
- 9. **Affidavit of Len Marchand**

VOLUME V – Regional Histories

- 10. **Affidavit of Richard Courtis**
 - A. Exhibit "A" to the Affidavit of Richard Courtis [Statement of Reconciliation issued January 7, 1998]
 - B. Exhibit "B" to the Affidavit of Richard Courtis [List of Members of the National Consortium]
 - C. Exhibit "C" to the Affidavit of Richard Courtis [Amended Fresh as Amended Statement of Claim]

- D. Exhibit "D" to the Affidavit of Richard Curtis [Order Amending Statement of Defence, dated February 16, 2005]
 - E. Exhibit "E" to the Affidavit of Richard Curtis [Order Amending Third Party Claim, dated February 16, 2005]
 - F. Exhibit "F" to the Affidavit of Richard Curtis [Minutes of Case Conferences]
 - G. Exhibit "G" to the Affidavit of Richard Curtis [Minutes of December 14, 2004 Case Conference]
 - H. Exhibit "H" to the Affidavit of Richard Curtis [Reasons of Justice Winkler dated May 30, 2005]
 - I. Exhibit "I" to the Affidavit of Richard Curtis [Proposed Amended Statement of Claim]
 - J. Exhibit "J" to the Affidavit of Richard Curtis [Proposed Application Form to be Completed by Eligible CEP Recipients]
 - K. Exhibit "K" to the Affidavit of Richard Curtis [Letter from Ms. Coughlan to Mr. Faulds, dated May 23, 2006]
 - L. Exhibit "L" to the Affidavit of Richard Curtis [Expert Opinion from Lalive, Attorneys-at-Law, dated November 2, 2005]
 - M. Exhibit "M" to the Affidavit of Richard Curtis [December 2005 Report of Siggner & Associates]
 - N. Exhibit "N" to the Affidavit of Richard Curtis [Plaintiff's Litigation Plan in *Baxter*]
11. **Affidavit of Donald Belcourt**
- A. Exhibit "A" to the Affidavit of Donald Belcourt [Case Management Order of the Honourable Mr. Justice T.F. McMahon, dated January 8, 2000]
 - B. Exhibit "B" to the Affidavit of Donald Belcourt [Alberta Law Reform Institute Class Actions Final Report No. 85, December 2000]
 - C. Exhibit "C" to the Affidavit of Donald Belcourt [Proposal of the Plaintiffs for the Conduct of Residential School Litigation]
 - D. Exhibit "D" to the Affidavit of Donald Belcourt [Reasons for Decision of the Honourable Mr. Justice T.F. McMahon, dated April 26, 2000]

- E. Exhibit "E" to the Affidavit of Donald Belcourt [Reasons for Decision of the Honourable Mr. Justice T.F. McMahon, dated May 20, 2003]

12. **Affidavit Nora Bernard**
13. **Affidavit of Brian O'Reilly**
14. **Affidavit of Bonnie Reid**
15. **Affidavit of Doug Keshen**

VOLUME VI – Notice Program

16. **Affidavit of Todd Hilsee (May 17, 2006)**
Exhibit "A" to the Affidavit of Todd Hilsee (May 17, 2006) [Notice Plan]
17. **Affidavit of Todd Hilsee (June 29, 2006)**
18. **Affidavit of Todd Hilsee (July 26, 2006)**
19. **Affidavit of Kerry Eaton**
- A. Attachment "A" to the Affidavit of Kerry Eaton [Weekly Report No. 01-06]
- B. Attachment "B" to the Affidavit of Kerry Eaton [Weekly Report No. 02-06]
- C. Attachment "C" to the Affidavit of Kerry Eaton [Weekly Report No. 03-06]
20. **Order of the Honourable Mr. Justice Warren K. Winkler, dated May 24, 2006**

VOLUME VII – The Church Defendants

21. **Affidavit of James Bruce Boyles [Anglican Church]**
- A. Exhibit "A" to the Affidavit of James Bruce Boyles (Anglican Entities) [Indian Residential Schools Related to Anglican Entities]
- B. Exhibit "B" to the Affidavit of James Bruce Boyles (Anglican Entities) [Settlement Agreement dated March 11, 2003]
22. **Affidavit of James Vincent Scott (United Church Entities)**

- A. Exhibit "A" to the Affidavit of James Vincent Scott (United Church Entities) [Indian Residential Schools Related to the United Church]
- 23. **Affidavit of Stephen Kendall (Presbyterian Entities)**
 - A. Exhibit "A" to the Affidavit of Stephen Kendall (Presbyterian Entities) [Indian Residential Schools Related to the Church]
 - B. Exhibit "B" to the Affidavit of Stephen Kendall (Presbyterian Entities) [Settlement Agreement dated February 13, 2003]
- 78. **Affidavit of Sister Bernadette Poirer s.g.m. (Catholic)**
- 79. **Affidavit of Father Jacques Gagné (Catholic)**
- 80. **Affidavit of Archbishop Joseph Edmond Emilius Goulet (Catholic)**
- 81. **Affidavit of Sister Gloria Keylor s.p. (Catholic)**
- 82. **Affidavit of Father Jacques L'Heureux (Catholic)**
- 83. **Affidavit of Father Camille Piche (Catholic)**
- 84. **Affidavit of Father Bernard Pinet (Catholic)**
- 85. **Affidavit of Father Cécil Fortier (Catholic)**
- 86. **Affidavit of Bishop Gary Gordon (Catholic)**
- 87. **Affidavit of Sister Dorothy Jean Beyer (Catholic)**
- 88. **Affidavit of Sister Pauline Phaneuf (Catholic)**
- 89. **Affidavit of Sister Suzanne Tremblay (Catholic)**
- 90. **Affidavit of Sister Robéa Duguay (Catholic)**
- 91. **Affidavit of Sister Pearl Goudreau (Catholic)**
- 92. **Affidavit of Sister Denise Brochu (Catholic)**
- 93. **Affidavit of Sister Suzanne Bridet (Catholic)**
- 94. **Affidavit of Sister Diane Beaudoin (Catholic)**
- 95. **Affidavit of Sister Gloria Paradis (Catholic)**

VOLUME VIII – Legal Fees

- 96. **Affidavit of Darcy Merkur**
 - A. Exhibit “A” to the Affidavit of Darcy Merkur [Class Action Retainer Agreement]
 - B. Exhibit “B” to the Affidavit of Darcy Merkur [Verification Agreement]

97. **Affidavit of Sandra Staats**

98. **Affidavit of Laura Cabott**

VOLUME IX – Individual Representative Plaintiffs

99. **Affidavit of Percy Archie**

100. **Affidavit of Charles Baxter**

101. **Affidavit of Elijah Baxter**

102. **Affidavit of Evelyn Baxter**

103. **Affidavit of Janet Brewster**

104. **Affidavit of John Bosum**

105. **Affidavit of Brenda Cyr**

106. **Affidavit of Malcolm Dawson**

107. **Affidavit of Vincent Bradley Fontaine**

108. **Affidavit of Elizabeth Kusiak**

109. **Affidavit of Theresa Ann Larocque**

110. **Affidavit of Veronica Marten**

111. **Statutory Declaration of Michelline Ammaq**

112. **Statutory Declaration of Rhonda Buffalo**

113. **Statutory Declaration of Ernestine Caibaisosai-Gidmark**

114. **Statutory Declaration of Michael Carpan**

115. **Statutory Declaration of Ann Dene**
116. **Statutory Declaration of James Fontaine**
117. **Statutory Declaration of Peggy Good**
118. **Statutory Declaration of Fred Kelly**
119. **Statutory Declaration of Jane McCallum**
120. **Statutory Declaration of Cornelius McComber**
121. **Statutory Declaration of Stanley Nepetaypo**
122. **Statutory Declaration of Flora Northwest**
123. **Statutory Declaration of Norman Pauchay**
124. **Statutory Declaration of Camble Quatell**
125. **Statutory Declaration of Alvin Saulteaux**
126. **Statutory Declaration of Christine Semple**
127. **Statutory Declaration of Dennis Smokeyday**
128. **Statutory Declaration of Kenneth Sparvier**
129. **Statutory Declaration of Edward Tapiatic**
130. **Statutory Declaration of Helen Wildeman**
131. **Statutory Declaration of Adrian Yellowknee**

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November 20, 2005

**CANADA, as represented by The Honourable
Frank Iacobucci**

- and -

**PLAINTIFFS, as represented by the National Consortium,
Merchant Law Group, and other legal counsel as undersigned**

- and -

THE ASSEMBLY OF FIRST NATIONS

- and -

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

AGREEMENT IN PRINCIPLE

WHEREAS Canada and certain religious entities operated Indian Residential Schools for the education of aboriginal children and certain harms and abuses were committed against those children;

AND WHEREAS the parties desire a fair, comprehensive and lasting resolution of the legacy of Indian Residential Schools;

AND WHEREAS the parties further desire the promotion of healing and reconciliation;

AND WHEREAS the parties agree that this Agreement in Principle should form the basis of a comprehensive settlement package that the Honourable Frank Iacobucci will recommend to Canada;

AND WHEREAS the parties agree that the comprehensive settlement will not be effective anywhere until approved by every court as set out herein;

AND WHEREAS the Federal Representative has recommended that an advance payment on the Common Experience Payment will be made to certain elderly former students;

THEREFORE, in consideration of the mutual covenants set out herein, the parties have entered into this Agreement in Principle.

I. DEFINITIONS

“Church” or “Church organization” means any one or more of the entities listed in Schedule “A” hereof (the “Roman Catholic entities”), the General Synod of the Anglican Church of Canada¹, the United Church of Canada, the Presbyterian Church in Canada;

“Common Experience Payment” means the lump sum payment described herein ;

“Designated Amount” means \$1,900,000,000.00;

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

“Eligible CEP Recipient” means all former students who resided at Indian Residential Schools.

“Eligible IAP Claimant” means all Eligible CEP Recipients and claimants who, while under the age of 21, were permitted by an adult employee to be on the premises of an Indian Residential School to take part in authorized school activities;

“Federal Representative” means the Honourable Frank Iacobucci;

“Independent Assessment Process” (“IAP”) means the process for the determination of individual abuse claims attached hereto as Schedule “B”;

¹ It is understood that General Synod of the Anglican Church of Canada agrees to be bound by these provisions and to recommend them to all Dioceses and the Missionary Society.

“Indian Residential Schools” means the following:

1. Institutions listed on List “A” to IRSRC’s Dispute Resolution Process attached as Schedule “C” (Whitehorse Baptist Mission to be re-added);
2. Institutions listed in Schedule “D” (“Additional Residential Schools”) which may be amended from time to time; and,
3. any institution which is determined to meet the following criteria:
 - (a) The child was placed in a residence away from the family home by or under the authority of the federal government for the purposes of education; and,
 - (b) The federal government was jointly or solely responsible for the operation of the residence and care of the children resident there.
 - (c) Indicators that the residence was federal in nature include, but are not limited to, whether:
 - (i) The institution was federally owned;
 - (ii) The federal government stood as the parent to the child;
 - (iii) The federal government was at least partially responsible for the administration of the institution;
 - (iv) The federal government inspected or had a right to inspect the institution; or,
 - (v) The federal government did or did not stipulate that the institution was an IRS.

“NAC” means the national administration committee as described herein.

II. COMPENSATION TO ELIGIBLE CEP RECIPIENTS

1. Canada will make a Common Experience Payment to every Eligible CEP Recipient who was alive on May 30, 2005.
2. The amount of the Common Experience Payment will be:
 - (a) \$10,000 to every Eligible CEP Recipient who attended an Indian Residential School for one school year or part thereof.
 - (b) \$3,000 for each school year (or part thereof) thereafter that an Eligible CEP Recipient attended a residential school.
 - (c) An Eligible CEP Recipient who accepts the Common Experience Payment will be deemed pursuant to the court orders contemplated by this Agreement in Principle

to have released Canada and the Church Organizations for all claims arising out of his or her residential School experience or attendance but will retain the right to pursue a claim in accordance with the terms and conditions of the Individual Assessment Process set forth below.

3. To effectuate the distribution of the Common Experience Payments, Canada will transfer the Designated Amount to Service Canada and will develop application procedures for Eligible CEP Recipients that will reflect the need for simplicity of form, expedition of payments, and an appropriate form of audit verification in consultation with all parties.
4. The Federal Representative will recommend to the Deputy Prime Minister that the Minister of Finance designate that the Designated Amount be entitled to earn interest pursuant to Canada's policy applicable thereto; any interest would be added to the Designated Amount.
5. In the event that the Designated Amount is insufficient to pay all Eligible CEP Recipients the Common Experience Payments to which they are entitled, Canada agrees to add a sufficient amount to remedy any deficiency in this respect.
6. In the event the Designated Amount proves to be in excess by more than \$40,000,000 of the total amount required to pay all Eligible CEP Recipients their Common Experience Payments, Canada agrees to cause Service Canada to credit each Eligible Recipient with an amount up to \$3,000 for each Eligible CEP Recipient for Personal Healing (the "Personalized Healing Amount") services from a list of healing entities or groups jointly approved by Canada and the AFN pursuant to terms and conditions to be developed by Canada and the AFN with input from all the parties that will reflect ease of access to any genuine programmes for healing among other factors. A similar set of terms and conditions will be developed by Canada and Inuit organizations for Eligible CEP Recipients who are Inuit. If the excess after payment of the Common Experience Payments is less than \$40,000,000, such lesser amount will be paid to the Aboriginal Healing Foundation.
7. In the further event that the Designated Amount proves to be in excess of the amount required to pay the Personalized Healing Amounts, Canada agrees that Service Canada will transfer any such excess to the Aboriginal Healing Foundation.
8. It is agreed that Canada will assume the costs of verifying claims for the Common Experience Payments and administrative expenses relating to their distribution.

III. SETTLEMENT AGREEMENT PROVISIONS FOR THE INDEPENDENT ASSESSMENT PROCESS

1. The parties agree that the only IRS claims which may be pursued by former students of Indian Residential Schools and the compensation to be paid for such claims when proven, are as set out at pages 2-6 of the IAP attached as Schedule "B".
2. The parties further agree that the Instructions set out at pages 29-35 of the IAP are approved, subject to minor wording changes consistent with the intended meaning.

3. The parties further agree that the remaining standards for the IAP shall be substantially as set out in Schedule "B".
4. No limitations defence will be advanced in any continuing claim diverted by the Chief Adjudicator to the courts. Canada will rely on Crown immunity in such claims where applicable.
5. It is agreed that Canada will provide sufficient resources to permit, after a 6 month lead-in period, the resolution of no fewer than 2500 continuing claims per year, and to maintain the current standard of offering an IAP hearing, or to resolve an IAP claim, within nine months of an application having been screened in, provided the delay is not the responsibility of the claimant. Where these goals are not achieved the NAC may request that the government provide additional resources for claims processing, or may apply to the court for an order making changes to the IAP process sufficient to permit the realization of these goals.

IV. TRUTH AND RECONCILIATION

A Truth and Reconciliation process will be established substantially in the form attached hereto as Schedule "E".

V. COMMEMORATION

1. Canada will provide funding for commemoration initiatives, events, projects and memorials with respect to Indian Residential Schools at both the national and community level.
2. Such funding will be approximately \$20 million covering both national commemorative and community-based activities and projects including funding already authorized.

VI. HEALING

1. Canada will provide one hundred and twenty-five million dollars (\$125,000,000) as an endowment to the Aboriginal Healing Foundation to fund healing programmes over a five year period to address the legacy of harms including the physical and sexual abuse suffered in Indian Residential Schools.
2. In the fourth year after the court orders approving the settlement package, Canada agrees to have an evaluation of the healing initiatives and programmes undertaken by the Aboriginal Healing Foundation to determine the efficacy of such initiatives and programmes and to recommend whether and to what extent funding should continue.

VII. INUIT AND INUVIALUIT

For greater certainty, all Inuit and Inuvialuit students who attended institutions listed on Schedule "C" while such schools operated as residential schools or Schedule "D" are eligible for the CEP and will have access to the IAP in accordance with its terms.

The government will continue to research institutions from the list attached as Schedule "F" and provide a determination before December 1, 2005.

VIII. CHURCH PROVISIONS

The churches² and church entities agree that, as parties to the Settlement Agreement, they will:

1. Provide, at their own expense, assistance with witnesses and access to documents for the resolution of continuing claims on terms substantially similar to the following:
 - comply with all reasonable requests from Canada for information and assistance during the proceedings;
 - provide counsel for Canada and any researchers or experts retained by it, with full access to all relevant files and databases, excepting documents with respect to which solicitor-client privilege or other lawful privilege applies and is asserted. Any information obtained from records pursuant to this section will be used exclusively for the defence of the continuing claim or claims for which the information was sought unless otherwise agreed in writing; and
 - in litigation, provide disclosure and production of relevant documents in their possession or control, provide witness statements on request, attend as appropriate at the discovery of their witnesses, and otherwise facilitate the testimony of witnesses within their employ.
2. Provide along with Canada for the provision of all relevant documents to and for the use of the Truth and Reconciliation Commission, subject only to overriding concerns about the privacy interests of an individual. In such cases, researchers for the Commission shall have access to such documents provided privacy is respected.
3. Refrain from advancing or relying upon any limitations or laches defence in any continuing claim for which the Chief Adjudicator authorizes recourse to the courts, and pay any judgement in such claims to which they are a party and in which the Crown is immune from liability, provided that the Crown has agreed to indemnify the Church.
4. The Crown may settle any continuing claims without a hearing, subject to any rights of consultation set out in an applicable Church/Crown agreement.
5. Binding financial and other commitments will be entered into with the Crown concerning the resolution of the IRS legacy on terms substantially similar to existing letters of understanding with the Crown and certain denominations and the Memorandum of Understanding between the Crown and the Catholic entities.

² It is understood that General Synod of the Anglican Church of Canada agrees to be bound by these provisions and to recommend them to all Dioceses and the Missionary Society.

The Government confirms its commitment to renegotiate existing church agreements to give effect to the most favoured nation clauses found within them with a view to maintaining equity among the denominations.

IX. ADDITIONAL INDIAN RESIDENTIAL SCHOOLS

Any person or organization ("Requestor") may propose institutions to be added to Schedule "D" by submitting the name of the institution and any relevant information in their possession to the government;

The government will research the proposed institution and determine whether it meets the test set out in part 3 of the definition of Indian Residential Schools and advise the Requestor and the national administration committee and provide the reasons for the determination and all the information on which the decision was based within 60 days;

Should either the Requestor or the national administration committee dispute the government's determination, they may apply to the class action court in the jurisdiction where they reside or, if they reside outside Canada, the Ontario Court for a determination of the issue.

X. IMPLEMENTATION

The implementation of the final settlement judgment shall be accomplished substantially in the form attached hereto as Schedule "G".

XI. SOCIAL BENEFITS OR SOCIAL ASSISTANCE BENEFITS

Canada will use its best efforts to obtain agreement with provincial and territorial governments and any federal government departments to ensure that the receipt of any payments under the settlement agreement will not affect the amount, nature or duration of any social benefits or social assistance benefits available or payable to an Eligible CEP Recipient or Eligible IAP Claimant. The other parties also agree to use their best efforts to reach similar results.

XII. LEGAL FEES

WHEREAS legal counsel have done very substantial work on behalf of Eligible CEP Recipients for many years, have contributed significantly to the achievement of the Agreement in Principle and have undertaken not to seek payment of legal fees in respect of the Common Experience Payment to be paid to Eligible CEP Recipients, Canada agrees to compensate legal counsel in respect of their legal fees as follows.

1. Each lawyer who had a retainer agreement or a substantial solicitor-client relationship (a "Retainer Agreement") with an Eligible CEP Recipient as of May 30, 2005 (the date that the Federal Representative's appointment was announced) shall be paid an amount equal to the lesser of the amount of outstanding Work-in-Progress as of the date of the Agreement in Principle in respect of that Retainer Agreement or \$4,000, plus reasonable disbursements, and GST and PST, if applicable.

2. Each lawyer, other than lawyers representing the Churches, who attended the settlement negotiations beginning July 2005 leading to the Agreement in Principle shall be compensated for time spent up to the date of the Agreement in Principle in respect of the settlement negotiations at his or her normal hourly rate, plus reasonable disbursements, and GST and PST, if applicable.
3. Each lawyer shall provide to the Federal Representative an affidavit or statutory declaration that attests to the number of Retainer Agreements he or she had with Eligible Recipients as of May 30, 2005 and the amount of outstanding Work-in-Progress in respect of each of those Retainer Agreements as docketed or determined by review. The Federal Representative shall rely on these affidavits to verify the amounts being paid to lawyers and shall engage in such further verification processes with individual lawyers as circumstances require with the consent of the lawyers involved, such consent not to be unreasonably withheld.
4. The National Consortium and the Merchant Law Group shall each be paid \$40,000,000 plus reasonable disbursements, and GST and PST, if applicable, in recognition of the substantial number of Eligible CEP Recipients each of them represents and the class action work they have done on behalf of Eligible CEP Recipients. Paragraphs 1, 2 and 3 above shall not apply to any lawyer who is a partner of, employed by or otherwise affiliated with a National Consortium member law firm or the Merchant Law Group.
5. The Federal Representative shall engage in such further verification processes with respect to the amounts payable to the Merchant Law Group and National Consortium as have been agreed to.
6. No lawyer or law firm that has taken part in these settlement negotiations or who accepts a payment for legal fees from the Canada shall charge an Eligible CEP Recipient any fees or disbursements in respect of the Common Experience Payment paid to that Eligible CEP Recipient.
7. Legal fees payable to legal counsel from November 20 forward shall be paid in accordance with the terms set out in Articles 44 and 45 of Schedule "G" to this Agreement in Principle.
8. All legal fees payable under the above provisions shall be paid no later than 60 days after the expiry of the latest applicable opt-out period.
9. The National Consortium member law firms are as follows:

Thomson, Rogers

Troniak Law Office

Richard W. Courtis Law
Office

Koskie Minsky

Field LLP

Leslie R. Meiklejohn Law
Office

00009

David Paterson Law Corp.

Huck Birchard

Docken & Company

Ruston Marshall

Arnold, Pizzo, McKiggan

Rath & Company

Cohen Highley LLP

Levene Tadman Gutkin
Golub

White, Ottenheimer &
Baker

Coller Levine

Thompson Dorfman
Sweatman

Adams Gareau

Ahlstrom Wright Oliver &
Cooper

XIII. TRANSITION PROVISIONS

It is agreed that the no prejudice commitment set out in the letter of the DM of IRSRC dated July, 2005, and attached as Schedule "H" means that following the coming into force of the final settlement agreement:

1. All Eligible CEP Recipients are entitled to receive the CEP regardless of whether a release has been signed or a judgment received for their IRS claim.
2. Where a release of an IRS claim was signed after May 30, 2005 in order to receive the payment of an award under the DR Model:
 - (a) the government will recalibrate the award in light of the compensation scale set out at page 6 of Schedule "B";
 - (b) the claimant may have their hearing re-opened to reconsider the assignment of points under the Consequential Loss of Opportunity category in Schedule "B", and pursuant to the standards of the IAP, in any case where the adjudicator assessed their claim as falling within the highest level in the Consequential Loss of Opportunity scale in the DR Model;
 - (c) a claimant who alleges sexual abuse by another student at the SL4 or SL5 category, where such abuse if proven would be the most serious proven abuse in their case, may have their hearing re-opened to consider such an allegation in accordance with the standards of the IAP.
3. Following the coming into force of a final settlement agreement, Canada will, at the request of a claimant whose IRS abuse claim was settled by Canada without contribution

from a Catholic entity which was party to such claim and is a party to this Agreement in Principle, such settlement having been for an amount representing a fixed reduction from the assessed Compensation, offer to pay the balance of the assessed compensation to the Claimant. Provided, however, that no amount shall be paid to a Claimant pursuant to this section until the Claimant agrees to accept such amount in full and final satisfaction of his or her claim against the Catholic Defendants, and to release the Catholic Defendants.

As well until a final settlement agreement comes into force, Canada will make best efforts to resolve cases currently in litigation, including those that would not fit within the IAP.

XIV. CONFIDENTIALITY

Save as required by law, the parties agree that the undertaking of confidentiality as to discussions and all communications, whether written or oral, made in and surrounding the negotiations leading to this Agreement in Principle continues in force.

XV. COMMUNICATIONS

Save as required by law, the parties agree to not engage in any media or public communication as to this Agreement in Principle until after its approval by Cabinet. Following approval by Cabinet, Canada will make an initial public announcement.


XVI. FINAL SETTLEMENT AGREEMENT

It is acknowledged by the parties that further discussion will be necessary to give effect to the provisions of this Agreement in Principle in a final settlement agreement. Canada agrees to compensate lawyers for time spent in such further discussions between the date of execution of this Agreement In Principle and the date of execution of the final settlement at the lawyers' normal hourly rates, plus reasonable disbursements and GST and PST, if applicable.

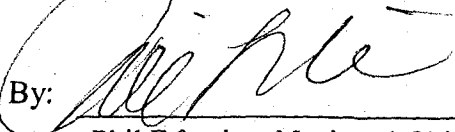
It is understood by all the Parties that the Federal Representative is recommending to Canada that this Agreement in Principle should form the basis of a comprehensive settlement package and the Federal Representative has no authority to bind Canada.


Signed this 20th day of November, 2005.

THE FEDERAL REPRESENTATIVE

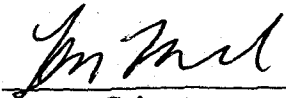
By: 
The Honourable Frank Iacobucci

ASSEMBLY OF FIRST NATIONS


By: 
Phil Fontaine, National Chief

By: 
Kathleen Mahoney

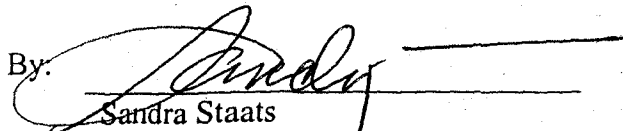
CABOTT & CABOTT

By: 
for Laura Cabott

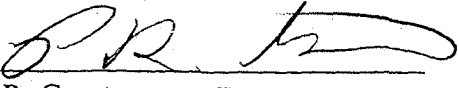
COHEN HIGHLY LLP

By: 
Russell Raikes

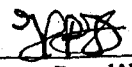
HEATHER SADLER JENKINS

By: 
Sandra Staats

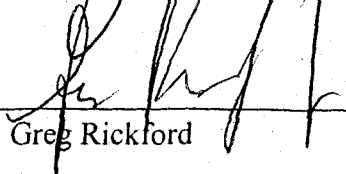
HUTCHINS, GRANT & ASSOCIATES

By: 
Peter R. Grant

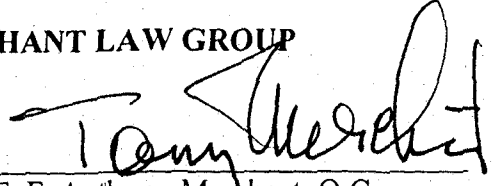
Region 2
INUVIALUIT CORPORATION

By: 
Hugo Prud'homme


Brian O'Rielly
KESHEN & MAJOR

By: 
Greg Rickford

MERCHANT LAW GROUP

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

NATIONAL CONSORTIUM

By: 
Craig Brown

00012

NELLIGAN O'BRIEN PAYNE

By: Lori O'Neill
Lori O'Neill

THE GENERAL SYNOD OF THE ANGLICAN CHURCH OF CANADA

By: S. John Page
S. John Page

THE PRESBYTERIAN CHURCH IN CANADA

By: S. John Page
S. John Page

THE UNITED CHURCH OF CANADA

By: Alexander D. Pettingill
Alexander D. Pettingill

CATHOLIC ENTITIES

By: W. Roderick Donlevy
W. Roderick Donlevy

FULTON & COMPANY

By: Leonard S. Marchand
Leonard S. Marchand

By: Pierre L. Baribeau
Pierre L. Baribeau

MAKIVIR CORPORATION

per GILLES GAGNE
GILLES GAGNE

Schedule "A"

- 1 Sisters of Providence of Western Canada - Edmonton, Alberta
- 2 Sisters of Instruction of the Child Jesus - Vancouver, British Columbia
- 3 Sisters of the Presentation of Mary - Prince Albert, Saskatchewan
- 4 Sisters of Charity - Ottawa, Ontario
- 5 Sisters of Assumption, Edmonton, Alberta - Montreal, Quebec
- 6 Oblates Manitoba - Winnipeg, Manitoba
- 7 Missionary Oblates - Grandin Province - Edmonton, Alberta
- 8 OMI B.C. - Vancouver, British Columbia
- 9 Missionary Oblates of St. Peters Province - Ottawa, Ontario
- 10 Sisters of St Joseph St Hyacinthe - St Hyacinthe, Quebec
- 11 Grey Nuns of Manitoba Inc. - Winnipeg, Manitoba and The Sisters of Charity (Grey Nuns) of Alberta - Edmonton, Alberta
- 12 Missionary Oblates Sisters of St. Boniface - Winnipeg, Manitoba
- 13 Diocese of Mackenzie - Yellowknife, North West Territories
- 14 Diocese of Moosonee - Moosonee, Ontario
- 15 Diocese of Whitehorse - Whitehorse, Yukon
- 16 Archdiocese of Keewatin/Le Pas - Les Pas, Manitoba
- 17 Les Oeuvres Oblates de l'Ontario et Les Residences Oblates du Quebec - Ottawa, Ontario - Montreal, Quebec
- 18 Sisters of St. Ann - Vancouver, British Columbia
- 19 Diocese of Nelson - Nelson, British Columbia

- 20 Diocese of Churchill-Hudson Bay - Churchill, Manitoba
- 21 Diocese of Prince George - Prince George, British Columbia
- 22 Diocese of St. Paul - St. Paul, Alberta
- 23 Archdiocese of Edmonton - Edmonton, Alberta
- 24 Archdiocese of Grouard-McLennan - McLennan, Alberta
- 25 The Roman Bishop of the Diocese of Calgary - Calgary, Alberta
- 26 Sisters of Charity of Saint Vincent de Paul - Halifax - Halifax, Nova Scotia
- 27 Roman Catholic Diocese of Kamloops - Kamloops, British Columbia
- 28 Diocese of Victoria - Victoria, British Columbia
- 29 Archdiocese of Vancouver - Vancouver, British Columbia
- 30 Archdiocese of St. Boniface - St. Boniface, Manitoba
- 31 Archdiocese of Halifax - Halifax, Nova Scotia
- 32 Diocese of Prince Albert - Prince Albert, Saskatchewan
- 33 Archdiocese of Winnipeg - Winnipeg, Manitoba
- 34 Jesuit Fathers of Upper Canada - Toronto, Ontario
- 35 Diocese of Thunder Bay - Thunder Bay, Ontario
- 36 Sisters of St. Francis of Assise - Montreal, Quebec
- 37 Institut des Soeurs du Bon-Conseil - Normandin, Quebec
Soeurs du Bon-Conseil
- 38 Soeurs de Notre-Dame-Auxiliatrice - Rouyn - Noranda, Quebec
- 39 Soeurs de Jesus et Marie - Sillery, Quebec
- 40 The Roman Catholic Episcopal Corporation for the Diocese of Sault Ste Marie in Ontario - Sault Ste Marie, Ontario
- 41 The Sisters of St. Joseph o Sault Ste. Marie - Sault Ste Marie, Ontario

SCHEDULE B
INDEPENDENT ASSESSMENT PROCESS (IAP)
FOR CONTINUING INDIAN RESIDENTIAL SCHOOL ABUSE CLAIMS

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DRAFT CONSOLIDATED IAP FOR CONTINUING IRS ABUSE CLAIMS

I: COMPENSABLE ABUSE

The following categories of claims are compensable within this IAP.

1. Sexual and physical assaults, as particularized in the Compensation Rules and Instructions below, arising from or connected to the operation of an IRS, whether or not occurring on the premises or during the school year, committed by adult employees of the government or a church entity which operated the IRS in question, or other adults lawfully on the premises, where the claimant was a student or resident, or where the claimant was under the age of 21 and was permitted by an adult employee to be on the premises to take part in authorized school activities.
2. Sexual or physical assaults, as particularized in the Compensation Rules and Instructions, below, committed by one student against another at an IRS where:
 - a) the claimant proves that an adult employee of the government or church entity which operated the IRS in question had or should reasonably have had knowledge that abuse of the kind alleged was occurring at the IRS in question during the time period of the alleged abuse, and did not take reasonable steps to prevent such abuse; or,
 - b) in a case in which the proven assault is a predatory or exploitative sexual assault at the SL4 or SL5 level, the defendants do not establish on a balance of probabilities that reasonable supervision was in place at the time.
3. Any other wrongful act or acts committed by adult employees of the government or a church entity which operated the IRS in question, or other adults lawfully on the premises, which are proven to have caused serious psychological consequences for the claimant, as particularized in and causing the harms set out in the Compensation Rules and Instructions below. These claims are referred to in this document as "undifferentiated claims"

For the purposes of this document, the above claims are collectively referred to as the "continuing claims".

II: COMPENSATION RULES

	Acts Proven	Compensation Points
SL5	<ul style="list-style-type: none"> Repeated, persistent incidents of anal or vaginal intercourse. Repeated, persistent incidents of anal/vaginal penetration with an object. 	45-60
SL4	<ul style="list-style-type: none"> One or more incidents of anal or vaginal intercourse. Repeated, persistent incidents of oral intercourse. One or more incidents of anal/vaginal penetration with an object. 	36-44
SL3	<ul style="list-style-type: none"> One or more incidents of oral intercourse. One or more incidents of digital anal/vaginal penetration One or more incidents of attempted anal/vaginal penetration (excluding attempted digital penetration) Repeated, persistent incidents of masturbation. 	26-35
PL	<ul style="list-style-type: none"> One or more physical assaults causing a physical injury that led to or should have led to hospitalization or serious medical treatment by a physician; permanent or demonstrated long-term physical injury, impairment or disfigurement; loss of consciousness; broken bones; or a serious but temporary incapacitation such that bed rest or infirmary care of several days duration was required. Examples include severe beating, whipping and second-degree burning. 	11-25
SL2	<ul style="list-style-type: none"> One or more incidents of simulated intercourse. One or more incidents of masturbation. Repeated, persistent fondling under clothing. 	11-25
SL1	<ul style="list-style-type: none"> One or more incidents of fondling or kissing. Nude photographs taken of the claimant. The act of an adult employee or other adult lawfully on the premises exposing themselves. Any touching of a student, including touching with an object, by an adult employee or other adult lawfully on the premises which exceeds recognized parental contact and violates the sexual integrity of the student. 	5-10
U	<ul style="list-style-type: none"> Being singled out for physical abuse by an adult employee or other adult lawfully on the premises which was grossly excessive in duration and frequency and which caused psychological consequential harms at the H3 level or higher. Any other wrongful act committed by an adult employee or other adult lawfully on the premises which is proven to have caused psychological consequential harms at the H4 or H5 level. 	5-25

Level of Harm	Consequential Harm	Compensation Points
H5	<p>Continued harm resulting in serious dysfunction</p> <p><u>Evidenced by:</u> psychotic disorganization, loss of ego boundaries, personality disorders, pregnancy resulting from a defined sexual assault or the forced termination of such pregnancy or being required to place for adoption a child resulting therefrom, self-injury, suicidal tendencies, inability to form or maintain personal relationships, chronic post-traumatic state, sexual dysfunction, or eating disorders.</p>	20-25
H4	<p>Harm resulting in some dysfunction.</p> <p><u>Evidenced by:</u> frequent difficulties with interpersonal relationships, development of obsessive-compulsive and panic states, severe anxiety, occasional suicidal tendencies, permanent significantly disabling physical injury, overwhelming guilt, self-blame, lack of trust in others, severe post-traumatic stress disorder, some sexual dysfunction, or eating disorders.</p>	16-19
H3	<p>Continued detrimental impact.</p> <p><u>Evidenced by:</u> difficulties with interpersonal relationships, occasional obsessive-compulsive and panic states, some post-traumatic stress disorder, occasional sexual dysfunction, addiction to drugs, alcohol or substances, a long term significantly disabling physical injury resulting from a defined sexual assault, or lasting and significant anxiety, guilt, self-blame, lack of trust in others, nightmares, bed-wetting, aggression, hyper-vigilance, anger, retaliatory rage and possibly self-inflicted injury.</p>	11-15
H2	<p>Some detrimental impact:</p> <p><u>Evidenced by:</u> occasional difficulty with personal relationships, some mild post-traumatic stress disorder, self-blame, lack of trust in others, and low self-esteem; and/or several occasions and several symptoms of; anxiety, guilt, nightmares, bed-wetting, aggression, panic states, hyper-vigilance, retaliatory rage, depression, humiliation, loss of self-esteem.</p>	6-10
H1	<p>Modest Detrimental Impact:</p> <p><u>Evidenced by:</u> Occasional short-term, one of: anxiety, nightmares, bedwetting, aggression, panic states, hyper-vigilance, retaliatory rage, depression, humiliation, loss of self-esteem.</p>	1-5

Aggravating Factors Add 5-15% of points for Act and Harm combined (rounded up to nearest whole number)
Verbal abuse
Racist acts
Threats
Intimidation/inability to complain, oppression
Humiliation; degradation
Sexual abuse accompanied by violence
Age of the victim or abuse of a particularly vulnerable child
Failure to provide care or emotional support following abuse requiring such care.
Witnessing another student being subjected to an act set out on page 3.
Use of religious doctrine, paraphernalia or authority during, or in order to facilitate, the abuse.
Being abused by an adult who had built a particular relationship of trust and caring with the victim (betrayal)

Future Care	Additional Compensation (Dollars)
General – medical treatment, counselling	up to \$10,000
If psychiatric treatment required, cumulative total	up to \$15,000

Consequential Loss of Opportunity		Additional Compensation (Points)
OL5	Chronic inability to obtain employment	21-25
OL4	Chronic inability to retain employment	16-20
OL3	Periodic inability to obtain or retain employment	11-15
OL2	Inability to undertake/complete education or training resulting in underemployment, and or unemployment	6-10
OL1	Diminished work capacity – physical strength, attention span	1-5

Compensation Points	Compensation (\$)
1-10	\$5,000-\$10,000
11-20	\$11,000-\$20,000
21-30	\$21,000-\$35,000
31-40	\$36,000-50,000
41-50	\$51,000-\$65,000
51-60	\$66,000-\$85,000
61-70	\$86,000-\$105,000
71-80	\$106,000-\$125,000
81-90	\$126,000-\$150,000
91-100	\$151,000-\$180,000
101-110	\$181,000-\$210,000
111-120	\$211,000 to \$245,000
121 or more	Up to \$275,000

PROVEN ACTUAL INCOME LOSS

Where actual income losses are proven pursuant to the standards set within the complex issues track of this IAP, an adjudicator may make an award for the amount of such proven loss up to a maximum of \$250,000 in addition to the amount determined pursuant to the above grid, provided that compensation within the grid is established without the allocation of points for consequential loss of opportunity. The amount awarded for actual income loss shall be determined using the legal analyses and amounts awarded in court decisions for like matters.

III. ASSESSMENT PROCESS OUTLINE

a. Core Assumptions as to Legal and Compensation Standards

- i. All former students who accept the lump sum payment will, by the terms of the Settlement Agreement and class action Order, be deemed to have released the defendants for all claims arising from their IRS attendance or experience, subject to retaining the right to resolve within this IAP their continuing claims for IRS abuse.
- ii. This outline assumes that the parties have legal representation. See below for procedural modifications where claimants represent themselves; the defendants may be represented by their employees on the same basis as by counsel.
- iii. Standards for compensable wrongs and for the assessment of compensation have been defined for this IAP. The adjudicator is bound by those standards.
- iv. The compensation rules set the ranges of compensation to be paid having regard to the objective seriousness of the proven act(s) and the subjective impact of proven aggravating factors and harms, as defined. An award can also be made to assist with future care.
- v. Adjudicators are, subject to rights of review, empowered to make binding findings on credibility, liability and compensation within the standards set for the IAP.
- vi. Where compensation is awarded to a claimant who has been represented by counsel, a further 15% of the amount paid will be added as a contribution towards legal fees, plus reasonable and necessary disbursements. Adjudicators may resolve disputes about the disbursements to be paid.
- vii. Where a review is sought by counsel for a claimant who was unrepresented at the initial hearing, and the review is successful, an amount equal to 15% of the compensation obtained on the review beyond the initial award will be paid as a contribution towards the claimant's legal fees for the review. Reasonable and necessary disbursements for the review will also be paid, with the review adjudicator having jurisdiction to resolve any dispute as to disbursements.

b. Resolution Processes within this IAP

- i. This IAP consists of a standard track, a complex issues track, and a provision for access to the courts for the resolution of certain of the continuing claims as set out below.
- ii. The complex issues track is for those continuing claims where the claimant seeks an assessment of damages for proven actual income losses resulting from continuing claims, and for undifferentiated abuse claims (category U on page 3).
- iii. At the request of a claimant, access to the courts to resolve a continuing claim may be granted by the Chief Adjudicator where he or she is satisfied that:
 - there is sufficient evidence that the claim is one where the actual income loss or consequential loss of opportunity may exceed the maximum permitted by this IAP;
 - there is sufficient evidence that the claimant suffered catastrophic physical harms such that compensation available through the courts may exceed the maximum permitted by this IAP; or,
 - in an undifferentiated abuse claim, that the evidence required to address the alleged harms is so complex and extensive that recourse to the courts is the more appropriate procedural approach.

In such cases, the Settlement Agreement and class action Order will exempt the continuing claims from the deemed release, and thereafter the matter shall be addressed by the courts according to their own standards, rules and processes.

- iv. Both tracks within the IAP utilize the inquisitorial model, as defined below.
- v. In the standard track, consequential harms and consequential loss of opportunity must be proven on a balance of probabilities and then proven to be plausibly linked to one or more acts proven. A finding of a plausible link does not require the negation of other potential causes of harms, but it must be based on or reasonably inferred from the evidence led in the case rather than assumptions or speculation as to possible links.
- vi. In the complex issues track, consequential harms and consequential opportunity losses must be proven on a balance of probabilities and then proven to have been caused by one or more acts proven according to the legal analyses found in court decisions for like matters. In proving actual income loss, the standard for proof of causation and the assessment of compensation within the compensation Rules is the standard applied by the courts in like matters.
- vii. In the standard track, when a case is ready to proceed to a hearing, the government and the claimant may agree to attempt to resolve the claim without a hearing, using a procedure acceptable to them for the case in question. At the request of the parties, the IAP Secretariat may assign an adjudicator to assist with efforts to resolve the claim.
- viii. In the complex issues track, after the IAP Secretariat has determined that a case is ready to proceed to a hearing, the claimant shall attend and if so requested by an adjudicator, give evidence at a preliminary case assessment hearing. The purpose of such a hearing is to provide for a preliminary assessment of credibility, and to ensure that there is a prima facie basis to support a claim of the nature for which the complex track is designed. Any evidence given in these proceedings is on a

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without prejudice basis, shall not be recorded or transcribed and is not admissible in other phases of the hearing.

- ix. Provided the prima facie basis has been made out, the adjudicator shall arrange for expert assessments, in accordance with the standards therefore in this IAP.
- x. On the receipt of the expert or medical evidence or at any point if such have been waived, the government and the claimant may attempt to settle the claim having regard to the available evidence, the preliminary assessment of credibility, and all other evidence, or the claim may proceed to a hearing.

c. Safety and Support

- i. Reasonable costs for support persons for claimants to travel to hearings will be paid (to a maximum to be established).
- ii. Counsellors, or at least ready access to counselling services, will be available for the hearing process.
- iii. Cultural ceremonies such as an opening prayer or smudge will be incorporated at request of claimant to the extent possible.

d. Materials for Adjudicator for Individual Cases

- i. The IAP Secretariat will provide the adjudicator with relevant documents and witness statements (as submitted by the parties), two weeks before hearings to facilitate structured questioning.
- ii. Before a hearing counsel may identify particular areas of concern or issues that they believe require extra scrutiny and may provide suggested questions. The adjudicator retains discretion on the wording of the questions put to a witness, but must explore the area proposed by counsel unless the adjudicator rules it to be irrelevant to credibility, liability or compensation in the IAP.

e. Procedure---General

- i. The IAP uses a uniform inquisitorial process for all claims to assess credibility, to determine which allegations are proven and result in compensation, to set compensation according to the compensation rules, and to determine actual income loss claims.
- ii. In this inquisitorial model, the adjudicator is responsible for managing the hearing, questioning all witnesses (other than psychiatric or actual income loss experts) and preparing a decision with his or her conclusions and reasons.
- iii. The adjudicator's questioning must both draw out the full story from witnesses (leading questions are permitted where required to do this), and test the evidence that is given (questioning in the form of cross examination is permitted where required to do this).
- iv. The role is inquisitorial, not investigative. This means that while the adjudicator must bring out and test the evidence of witnesses, only the parties can call witnesses or produce evidence, other than expert evidence.

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- v. Claimant and alleged perpetrator can give their evidence in their own words in narrative form and are subject to questioning by the adjudicator. Refusal to answer questions can result in finding that answers would have been detrimental to the witness' position.
- vi. Claimant can read prepared statement, but this may impact credibility.
- vii. Claimant can refer to their own notes as long as notes produced to counsel for the defendants two weeks in advance. Notes are not evidence.
- viii. Claimant can refer to documents that are before the adjudicator.
- ix. Where counsel attend hearings, they may meet with adjudicator at intervals to suggest questions or lines of inquiry. The adjudicator must explore the proposed lines of inquiry unless he or she rules them to be irrelevant to credibility, liability or compensation in the IAP, but adjudicator retains discretion on the wording of the questions put to a witness.
- x. Parties may require the adjudicator to hear any witness who is willing to appear and who has evidence relevant to credibility, liability or compensation within the IAP, other than a medical professional or an expert witness on the issue of consequential harms, consequential loss of opportunity, or actual income loss, provided notice and a witness statement are given two weeks before hearing. Criteria for the use of expert witnesses are set out in section (f) below.
- xi. Since witnesses cannot be compelled to appear, no adverse inference is to be drawn from the failure to produce a witness who may have relevant evidence, but the report of a treatment professional may be given less weight if they are available but refuse to testify.
- xii. Alleged perpetrators may be heard as of right, provided the parties are advised in advance of what their evidence will be.
- xiii. Except as required to obtain medical or expert evidence, hearings should be adjourned only in very exceptional cases, for example where the evidence of the claimant differs so substantially from the application that it amounts to a new application.
- xiv. At the conclusion of the evidence, counsel for the parties, if participating, may make brief oral submissions.
- xv. Where compensable abuse is proven, damages are awarded for acts and, if the evidentiary threshold is crossed, impacts are assessed within the compensation rules. Unless the parties consent, expert evidence is required to establish consequential harms or consequential loss of opportunity at levels 4 or 5, or actual income loss. Such evidence may only be obtained where the adjudicator is satisfied that it is justified and necessary. (see below)

f. Procedure---Treatment Reports and Expert Evidence (see consolidation in Appendix VI)

- i. Claimants may submit reports from treating doctors or counsellors without the requirement of defence medicals, but the defendants may require the treatment professional to testify. If the treatment professional is not available, or is available but will not testify, the report remains admissible, but the adjudicator can give it less weight

- ii. Treatment reports are admissible to prove that the treatment was given and observations were made, but not as proof of diagnoses of psychological conditions or the opinion leading to them. Treatment reports may provide evidence of the fact of a physical injury. The treatment reports may also be used by the adjudicator as the basis for lines of questions, the answers to which could provide the basis for findings of consequential harms or consequential loss of opportunity at levels 1-3. The treatment reports may also support a finding of consequential harms or consequential loss of opportunity at levels 4 or 5 where the parties consent to proceeding without expert reports.
- iii. Unless the parties consent, an adjudicator shall not make a finding of a physical injury for the purposes of this IAP without medical evidence as to the timing, causation, and continuing impact of such injury. Where such evidence is not contained in treatment or other reports admitted into evidence, the adjudicator shall ask the claimant to submit to an examination by an appropriate medical professional.
- iv. Except on consent, points within the compensation rules for consequential harms or consequential loss of opportunity above level 3, or compensation for actual income loss, may only be obtained on the basis of an expert's assessment of the extent and causation of the harms or losses or medical evidence as to the timing, causation and continuing effect of the alleged physical harms.
- v. Where the claimant is seeking compensation based on psychological harms at level 4 or 5 of the consequential harms or consequential loss of opportunity at levels 4 or 5 or actual income loss caused by psychological harms:
 - Claimant so indicates in application
 - Adjudicator has discretion to order an assessment by an expert. Only the adjudicator may order such assessments, and unless the parties have made a joint recommendation for such an assessment before the hearing, only after hearing the claim and making findings as to credibility, and determining that the assessment is justified by the evidence accepted and is necessary to assess damages fairly.
 - Where an assessment is ordered, the adjudicator retains and instructs an expert from a roster approved by the IAP Oversight Committee. The expert prepares a report which is tabled before the adjudicator.
 - Counsel for the parties may require that the expert give oral evidence and that they be allowed to question the expert before the adjudicator and make submissions.
 - When the parties consent to the adjudicator considering the assignment of points within those ranges without the benefit of an expert assessment, such consent does not eliminate the need for the adjudicator to be satisfied, on the civil standard of proof, that the claimant suffers from those harms, and that they are linked to proven abuses at the IRS according to the standards in this IAP.
- vi. In the complex issues track where a claim for actual income loss is being advanced, the adjudicator shall order psychiatric and medical reports as outlined above or any other expert reports required to assess and evaluate the claim, on the same basis as medical assessments.

g. Procedure--Involvement of Alleged Perpetrator At Hearing

- i. Alleged perpetrator to be heard as of right, provided the parties are advised in advance of what their evidence will be. The alleged perpetrator must submit a statement of their proposed evidence two weeks before the hearing; if they do not, counsel must share their notes, again two weeks before the hearing, of what the alleged perpetrator said when interviewed.
- ii. Normally the alleged perpetrator will be heard after the claimant. Either can be recalled to resolve a credibility issue, but this should happen rarely.
- iii. The alleged perpetrator does not have a role as a party.
- iv. There is no right of confrontation.
- v. See Appendix III for additional provisions concerning alleged perpetrators.

h. Burden of Proof and Evidentiary Standards

- i. Allegations and damages must be proven on the standard used by the civil courts for matters of like seriousness. Although this means that as allegations become more serious, adjudicators may require more cogent evidence before being satisfied that the claimant has met their burden of proof, the standard of proof remains the balance of probabilities in all matters.
- ii. The adjudicator may receive, and base a decision on, evidence adduced in the proceedings and considered credible or trustworthy in the circumstances thereof.
- iii. The application and witness statements may be used as a basis for questioning at the hearing, and material variations from them may be used in deciding the claim, unless those variations are explained to the adjudicator's satisfaction by progressive disclosure or otherwise.
- iv. At a hearing, the application form may also be used by the Claimant to assist their own recall. While the Claimant may refer to their application at the hearing, it is not evidence (other than of a prior inconsistent statement). This reflects the rules of evidence used by the courts which provide that in general, prior statements of a party can be used as admissions against interest, but not otherwise as evidence of their truth. They can also be used to demonstrate a prior inconsistent statement, although in this IAP it is specifically recognized that progressive disclosure is a possible explanation for inconsistencies.
- v. Counsel may agree on foundation and other facts and so advise the adjudicator. Such agreement binds the adjudicator. This would not prevent the whole narrative being told if the claimant so wished.
- vi. Relevant findings in previous criminal or civil trials, where not subject to appeal, can be accepted without further proof.
- vii. Evidence, other than the claimant's evidence, may be given by videoconference.
- viii. Claimant may adopt prior videotaped statements, provided they remain subject to questioning by adjudicator, and provided that, without the consent of the defendants, a videotaped statement is not admissible if it was made for the purpose of seeking redress for the claimant's IRS experience.

- ix. Where an alleged perpetrator has given an interview or submitted a witness statement, but thereafter does not appear at a hearing to give evidence, neither the interview notes nor the statement (whether or not in the form of an affidavit) is admissible in evidence at the hearing except to the extent it contains an admission.

i. Solemnity

- i. Participant and other witnesses give evidence under oath, by affirmation or another way that binds their conscience.

j. Setting

- i. Relaxed and comfortable setting. Claimant to have choice of location, subject to hearings being scheduled to promote economy.

k. Decision

- i. The adjudicator will produce a decision in a standard format outlining key factual findings and providing a rationale for finding or not finding compensability within the IAP and for the compensation assessed, if any.
- ii. At the conclusion of the hearing, the adjudicator will advise the claimant that the decision will be provided in writing within 30 days for standard track hearings and within 45 days for complex track hearings.
- iii. The decision will normally be delivered to the claimant via their counsel, who will be able to access health supports for the claimant at the time the decision is shared with them.
- iv. Where the claimant is not represented by counsel, the adjudicator will also inquire at the end of the hearing into how the claimant would like to receive the decision, having regard to the desirability of health or family support being available at the time of receipt.

l. Review

- i. For cases within the standard or complex track, any party may ask the Chief Adjudicator or designate to determine whether an adjudicator's, or reviewing adjudicator's, decision properly applied the IAP Model to the facts as found by the adjudicator, and if not, to correct the decision.
- ii. In both the standard and the complex issues tracks, claimants may require that a second adjudicator review a decision to determine whether it contains a palpable and overriding error.
- iii. In the complex issues track, the defendants may require that a second adjudicator review a decision to determine whether it contains a palpable and overriding error.
- iv. If error is found, the reviewing adjudicator may substitute their own decision or order a new hearing.

- v. All reviews are on the record (no new evidence permitted) and without oral submissions.
- vi. The party seeking the review may provide a short written statement of their objections to the decision (not to exceed 1500 words) and the other parties may provide a brief reply (not to exceed 1000 words).

m. Consistency

- i. Adjudicators may consult each other about the hearing and reporting processes. They will attempt to conduct consistent sessions and produce decisions in a consistent fashion, and may discuss issues arising in individual cases provided they remain solely responsible for deciding the claims they have heard.
- ii. The Chief Adjudicator shall implement training programs and administrative measures designed to ensure consistency among the decisions of adjudicators in the interpretation and application of the IAP.
- iii. The IAP Oversight Committee, or, with the approval of that Committee, the Chief Adjudicator, may issue binding instructions on the interpretation and application of the IAP Model. All such instructions shall be public.

n. Specialization of Adjudicators

- i. The Chief Adjudicator shall endeavour to assign adjudicators to cases in a way which facilitates their specialization in one or more schools
- ii. In assigning adjudicators to cases within the complex issues track, the Chief Adjudicator shall have regard to their experience and/or expertise in like matters. For greater certainty, where an undifferentiated claim involves allegations of physical abuse grossly excessive in duration and frequency, the Chief Adjudicator shall have regard to expertise in the assessment of child abuse in the assignment of an adjudicator.

o. Privacy

- i. Hearings are closed to public. Parties, alleged perpetrator and other witnesses are required to sign agreements to keep confidential information disclosed at a hearing, except their own evidence, or as required within this process or otherwise by law. Claimants are free to discuss the outcome of their hearing, including the amount of any compensation they are awarded.
- ii. Adjudicators may require a transcript to facilitate report writing, especially since they are conducting questioning. A transcript will also be needed for a review, if requested. Proceedings will be recorded and will be transcribed for these purposes, as well as if a claimant requests a copy of their own evidence for memorialization. Claimants will also be given the option of having the transcript deposited in an archive developed for the purpose.

q. Self-represented Claimants

- i. Self-represented claimants (SRCs) will receive document production and witness statements on the same basis as if represented.
- ii. SRCs will receive notes of what was said at any interview provided by an alleged perpetrator, and a witness statement, if provided.
- iii. SRCs may submit proposed areas for scrutiny and proposed lines of questioning to the adjudicator in advance of a hearing (this will particularly apply where the alleged perpetrator or a defence witness is to give evidence).
- iv. SRCs will receive the defendants' advance submissions to the adjudicator on areas/lines of questioning to be explored.
- v. During a hearing, both the SRC and the defendants may suggest lines of questioning, but this will be done in the hearing room, on the record and in the presence of each other, and SRCs will be allowed to make brief closing submissions.

r. Representation of Claimants by Agents

- i. Agents, whether paid by the claimant or not, may not discharge the roles specifically established for counsel in the Model.

s. IAP Oversight Committee

- i. The Chief Adjudicator Reference Group shall be reconstituted as the IAP Oversight Committee, which shall be composed of an independent chair and 8 members, two reflecting the interests of each of the following constituencies: former students; plaintiffs' counsel; church entities; government.
- ii. The Committee shall operate by consensus to the greatest extent possible. In the event a vote is required, the Chair may vote, and a majority of seven shall be required to decide an issue, provided that if the issue would increase the cost of the IAP, whether for compensation or procedural matters, one government representative must be among the seven.
- iii. The duties of the Oversight Committee are:
 - Recruit and appoint, and if necessary terminate the appointment of, the Chief Adjudicator.
 - Provide advice to the Chief Adjudicator on any issues he or she brings to them
 - Recruit and appoint adjudicators, and approve training programs for them.
 - Approve designates to exercise the Chief Adjudicator's authority as set out on page 13.
 - On the advice of the Chief Adjudicator, terminate the contract of an adjudicator.
 - Recruit and appoint experts for psychological assessments.
 - Consider any proposed instructions from the Chief Adjudicator on the interpretation and application of the IAP Model, and as appropriate,

prepare its own instructions for approval by the National Administration Committee.

- Monitor the implementation of the IAP and make recommendations to the National Administration Committee on changes to the IAP as are necessary to ensure its effectiveness over time.

t. Secretariat

- i. A Secretariat shall be established to support the Chief Adjudicator and to be responsible for determining whether applications fall within the terms of the IAP.
- ii. Where an application fails to raise a claim which falls within the IAP, the Secretariat shall so advise the claimant, with reasons, and provide them with the opportunity to make a further application. On the request of the claimant, a decision to refuse to admit a claim into the IAP will be reviewed by the Chief Adjudicator, whose decision will be final.
- iii. The Secretariat reports to the Chief Adjudicator.

APPENDIX I. THE APPLICATION

- ◆ In applying to the IAP, the claimant is asked to:
 - ◆ List points of claim: indicate by reference to the standards for this IAP each alleged wrong with dates, places, times and information about the alleged perpetrator, for each incident sufficient to identify or in the case of adult employees permit the identification of the individual or their role at the school.
 - ◆ Provide a narrative as part of the application. The narrative must be in the first person and be signed by the claimant and can be both a basis for and a subject of questioning at a hearing.
 - ◆ Indicate by reference to the compensation rules established for this IAP the categories under which damages will be sought and, where appropriate, indicate that damages will be sought for consequential harm and/or opportunity loss above level 3.
 - ◆ Indicate which treatment records they will be submitting to assist in proving either the abuse or the harm suffered or both (see appendix VII).
 - ◆ Include authorizations so research can begin, but to be used only if case accepted. Safety mechanisms will be provided in consultation with Health Canada.
 - ◆ Where claimants are proceeding as a group, they may negotiate to have the group administer the available safety resources.

Group Claims: Where claimants desire to proceed through the IAP as a group, the individual applications of the group members must be submitted together or within a short interval, and each of the claimants must indicate their desire to proceed as a group member. The applications must show commonality among group members (school, community, issues) and a representative of the group must submit an application addressing the issues set out in the bullet headed "Group Claims".

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APPENDIX II. ACCEPTANCE OF APPLICATION

- ◆ The Secretariat will admit claims to the IAP as of right where the application is complete and sets out allegations which are within the definitions on pages 2 and 3, above, and where the claimant has signed the Declaration set out in the application form. In addition to confirming the claimant's understanding of the IAP, the Declaration will contain a specific commitment to the confidentiality of the hearing (see Section III (p) below).
- ◆ If the case is not admitted into the IAP the claimant will be advised why and given a chance to provide additional information. At the request of the claimant, the Chief Adjudicator may review any final decision to refuse to admit an application into the IAP. The initial and any subsequent applications, or supplementary information, will be given to the adjudicator.
- ◆ Claimants will be advised at that time that the documents they must produce are required before hearing date will be set, unless a good reason is shown for an inability to produce them.
- ◆ Once the claim is admitted, in appropriate cases counsel may meet (not necessarily in person) to attempt to agree on certain facts to reduce research needs.
- ◆ Group claims: Where it is desired to proceed as a group (see Appendix V), the application will be accepted if it demonstrates that the group is an established one with evident viability and decision-making capacity; that its members are already providing each other with support in connection with their IRS experiences or have a clear plan and realistic capacity to do so; that the issues raised by the individuals within the group are broadly similar; and that the group has a clear plan and intention to manage safety resources, where they desire to do so, and to achieve healthy and lasting resolution of their claims.
- ◆ Where a proposal to proceed as a group is not accepted, the individuals will be advised of their right to continue as individuals if their applications otherwise meet the criteria for the IAP.

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APPENDIX III. INVOLVEMENT OF ALLEGED PERPETRATORS

- ◆ Defendants will attempt to locate the alleged perpetrator to invite them to the hearing. If the alleged perpetrator is dead, cannot be located, or declines to attend, the hearing can still occur.
- ◆ The alleged perpetrator will be provided with extracts from the application outlining the allegations made against them, to be returned at the conclusion of the process, in order to help them recall the student/incident and to determine their response. Information on the claimant's current address or the addresses of other potential witnesses will be deleted from this material, as will information on the impacts of the alleged abuse, unless the claimant asks that it be provided to the alleged perpetrator.
- ◆ Notice of alleged perpetrator's desire to respond to allegations will be given to counsel for claimant at earliest opportunity.
- ◆ A witness statement will be requested from the alleged perpetrator. If he or she declines to provide one, counsel for any party may request an interview with the alleged perpetrator. This would not be the equivalent of an examination for discovery, and the interview notes of what he or she said must be shared among the parties two weeks before the hearing, as must a witness statement, if provided.
- ◆ The witness statement, or failing that the interview notes, are a condition of the alleged perpetrator being heard by the adjudicator.
- ◆ Counsel and a support person for the alleged perpetrator are permitted at a hearing while the alleged perpetrator gives evidence, but the alleged perpetrator or their counsel cannot attend at same time and place as the claimant without the advance consent of the parties. Canada will pay up to \$2500 for the alleged perpetrator to receive legal advice about the implications of giving evidence, plus the reasonable costs of the alleged perpetrator's attendance, and of the attendance of a support person (to a maximum to be determined).
- ◆ Generally, the claimant will give evidence before the alleged perpetrator does so. Neither the claimant nor the alleged perpetrator will have access to the other's testimony before testifying themselves.
- ◆ Where the testimony of the claimant at a hearing differs materially from the account provided in the application which was shared with the alleged perpetrator, the adjudicator may prepare a summary of the new allegations and provide it to the alleged perpetrator before he or she gives evidence.
- ◆ The alleged perpetrator is a witness, not a party.
- ◆ The alleged perpetrator is entitled to know the results of the hearing with respect to the allegations against them, but not the amount of any compensation awarded.

APPENDIX IV. INFORMATION COLLECTION; SETTING HEARING DATE;
ATTENDANCE AND PARTICIPATION AT HEARINGS

- ◆ Defendants will collect and submit their documents.
- ◆ Claimants will collect and submit their documents and the treatment reports they want to rely on, or, where they cannot obtain records or a report, will indicate the steps taken to attempt to do so.
- ◆ Witness statements are to be prepared and submitted by the party adducing the witness.
- ◆ No date to be set until the IAP Secretariat is satisfied that exchange of documents and reports is as complete as reasonably possible.
- ◆ Hearing date will be set based on availability of parties, counsel and adjudicator, and on cost effectiveness having regard to the location and the number of hearings to be held in any one place in a given time frame.
- ◆ The Claimant may attend a hearing where the alleged perpetrator gives evidence without that individual's consent. This is based on the Claimant being a party, and needing to be aware of all evidence to raise possible lines of questioning and make submissions if unrepresented, or to instruct counsel if represented.
- ◆ Given the non-adversarial nature of this IAP and the neutral, inquisitorial role played by the adjudicators under it, as well as the need to respect the safety of the Claimant, neither an alleged perpetrator nor counsel for an alleged perpetrator may attend while the Claimant gives evidence, without the Claimant's advance consent. Where counsel for a church entity also acts for an alleged perpetrator, this means that they may not attend the hearing while the Claimant gives evidence without the Claimant's advance consent. Government representatives may always attend this part of the hearing, as may representatives of churches who are parties to the Settlement Agreement except their counsel if he or she is also acting for an alleged perpetrator in the case.
- ◆ Support persons attend hearings to help ensure the health and safety of the Claimant during a stressful event. Their focus needs to be on how the Claimant is handling the stress they face. Accordingly support persons should not become distracted from that goal by seeking to become a participant in the proceedings, for example, by attempting to give evidence. If it becomes necessary for a support person to give evidence, they should be sworn (or affirmed) as a witness, but only after the adjudicator is satisfied that appropriate arrangements for the safety of the claimant are in place.
- ◆ Finally, since the central purpose of the hearing is an assessment of credibility, counsel or representatives of any party must refrain from speaking to a witness about the evidence in the case once that witness begins giving evidence and until their evidence is complete. An adjudicator may authorize an exception to this where he or she is of the view that the discussion is necessary to elicit evidence from the witness in a timely manner.

APPENDIX V: CRITERIA FOR THE SELECTION OF ADJUDICATORS

- Law degree from recognized university. Consideration will also be given to candidates with a combination of related training and/or significant experience
- Knowledge of and sensitivity to Aboriginal culture and history
- Knowledge of and sensitivity to sexual and physical abuse issues
- Knowledge of personal injury law
- Knowledge of damages assessment
- Ability to interview or examine witnesses
- Ability to elicit useful evidence in a concise manner
- Ability to act in an impartial manner
- Respect for all parties involved
- Demonstrated ability to assess credibility and reliability
- The ability to work under pressure and to write clear, concise and well-reasoned decisions that take into account evidence, submissions, the law and policy, within required deadlines
- The ability to work effectively with staff and participants from diverse backgrounds
- Computer literacy and superior communication and writing skills
- Personal suitability including an aptitude for adjudication, fairness, good listening skills, open-mindedness, sound judgment, tact, comfort with complex and/or sensitive issues
- Willingness and ability to travel across Canada or within a designated region, including to First Nations communities, using various modes of transportation
- Flexibility and availability to be called for hearings on an as required basis

APPENDIX VI: CONSOLIDATION OF PROVISIONS CONCERNING EXPERT AND MEDICAL EVIDENCE

This IAP seeks to confine the use of expert witnesses to matters where their evidence is essential, and to eliminate the prospect of competing reports from experts on the same issue. This will produce significant savings in cost and time.

This Appendix consolidates and provides additional instructions on the IAP's provisions concerning medical and expert evidence in four categories:

1. Treatment reports
2. Psychiatric assessments
3. Medical assessments
4. Vocational and actuarial assessments.

1. Treatment Reports

Treatment records and reports prepared in the normal course of the claimant dealing with their injuries, whether physical or psychological, are admissible as of right to help the adjudicator decide the particular case. In this connection, this IAP provides as follows:

- Claimant can introduce as of right, given notice and disclosure.
- Includes records of customary or traditional counsellors or healers
- Defence cannot require a defence medical, but can ask that the person who provided the treatment give evidence at the hearing.
- If the person who provided the treatment is dead or not available, then the records and reports may be admitted subject to the adjudicator being able to give them less weight
- Where the person who provided the treatment gives evidence, only the adjudicator may question them, and the questioning can explore the treatment professional's qualifications as well as the records and report.
- ◆ Treatment reports are admissible to prove that the treatment was given and observations were made, but not as proof of diagnoses of psychological conditions or the opinion leading to them. Treatment reports may provide evidence of the fact of a physical injury. The treatment reports may also be used by the adjudicator as the basis for a line of questions, the answers to which could provide the basis for findings of consequential harms or opportunity losses at levels 1-3.

2. Psychiatric and Psychological Assessments

Assessments prepared for litigation purposes raise different issues. They are very dependent on the information given to the expert as the basis for the report. That information is generally limited to the claimant's version of events, and can differ from the evidence presented at a hearing, or found credible by the adjudicator. Where the claimant obtains such an assessment, normally the defendants would as well, quite often leading to a series of complex contradictions between the assessments.

As a result, this IAP adopts a more restrictive approach to assessments. Only the adjudicator may order such assessments, and, except on the consent of the parties before the hearing, only after hearing the claim and making preliminary findings as to credibility, and determining that ordering an assessment is justified by the evidence accepted and necessary to assess damages fairly. In such circumstances the adjudicator will retain an expert from a roster agreed to by the Implementation Committee, and that expert's assessment will be relied upon in assessing damages. This can only be done where consequential harms or opportunity losses at levels 4 or 5, or actual income losses are in issue.

Except on consent, points within the compensation rules for consequential harms or consequential loss of opportunity above level 3, or compensation for actual income loss, may only be obtained on the basis of an expert's assessment of the extent and causation of the alleged psychological harms or medical evidence as to the timing, causation and continuing effect of the alleged physical harms.

The following summarizes the approach to psychiatric and psychological evidence:

- Where the claimant seeks to prove such harm, they must so indicate in their application.
- Adjudicator has discretion to order an assessment by an expert. Only the adjudicator may order such assessments, and unless the parties have made a joint recommendation for such an assessment before the hearing, only after hearing the claim and making findings as to credibility, and determining that the assessment is justified by the evidence accepted and is necessary to assess damages fairly.
- Where an assessment is ordered, the adjudicator retains an expert from a roster approved by the IAP Oversight Committee, and thereafter, the following principles apply:
 - The expert is to be provided with the transcript of the hearing, and any records filed at the hearing that are relevant to the proposed assessment, all on a confidential basis. The parties shall be advised of which records are provided to the expert.
 - The adjudicator is to brief the expert on his or her preliminary findings, so that the assessment may be conducted on the basis of the facts likely to be found, and shall instruct the expert to refrain from making any findings as to credibility.
 - The adjudicator shall give significant regard to the expert's opinion on the level of harm as described in the Model, or the link between an opportunity loss at levels OL4 or OL5 and an act proven.
- After reviewing the expert's report, either party may require that the expert give evidence, and both parties can question them.
- When the parties consent to the adjudicator considering the assignment of points within those ranges without the benefit of an expert assessment, such consent does not eliminate the need for the adjudicator to be satisfied, on the

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civil standard of proof, that the claimant suffers from those harms, and that they are linked to proven continuing claims according to the standard provided for in the IAP.

3. Adjudicator-ordered medicals to assess physical injuries

- ◆ Unless the parties consent, an adjudicator shall not make a finding of a physical injury for the purposes of this IAP without medical evidence as to the timing, causation, and continuing impact of such injury. Where such evidence is not contained in treatment or other reports admitted into evidence, the adjudicator shall ask the claimant to submit to such examination.
- ◆ The parties shall endeavour to agree on the medical professional who will conduct the assessment. If they cannot, the adjudicator, with the assistance of the Secretariat, shall select an appropriate individual.
- ◆ In both circumstances, the professional is to be retained by the Secretariat and to take instructions from and report to the adjudicator. The retainer shall be conditional on the professional being willing to testify if required.
- ◆ Where a report has been obtained, the parties may require that the examiner attend the hearing (or its resumption) and give evidence.
- ◆ The same standard for questioning will apply here as for treatment reports: the adjudicator does the questioning, and the questioning can explore the examiner's qualifications as well as the records and report.

4. Actual income loss Assessments

- ◆ In the complex issues track where a claim for actual income loss is being advanced, the adjudicator shall order expert reports or medical assessments as set out above.
- ◆ At the request of a party, the adjudicator shall also order any other expert reports required to assess and evaluate the claim in accordance with the above procedure for obtaining medical assessments.

APPENDIX VII: MANDATORY DOCUMENT PRODUCTION BY CLAIMANTS

Following the receipt of a completed application form, and the acceptance of an individual into the IAP, relevant documents must be exchanged. This appendix outlines the documents a claimant must produce, or explain the absence of, as a condition of proceeding to a hearing with a claim seeking particular kinds of damages within the compensation framework.

This appendix does not outline other kinds of documents which could assist a claimant prove their claim. These will be admissible as provided for in this IAP. The kinds of documents the defendants will produce are outlined in a separate appendix.

In terms of proving the abuse itself, no documents are required from claimants, although claimants are free to produce documents to support their claim.

1. TO PROVE CONSEQUENTIAL HARMS

LEVELS 3, 4 AND 5

- Treatment records which are relevant to the harms claimed (including clinical, hospital, medical or other treatment records, but excluding records of counselling obtained to help ensure safety while pursuing an IRS claim). In the complex issues track, records from general practitioners, clinics or community health centres are deemed to be relevant unless the defendants consent to the contrary.
- Workers' Compensation records, if the claim is based in whole or in part on a physical.
- Corrections records (causes and assessments of injuries)

LEVELS 1 AND 2

None required

2. TO PROVE CONSEQUENTIAL LOSS OF OPPORTUNITY

LEVELS 3, 4 AND 5

- Workers' Compensation records, if the claim is based in whole or in part on a physical injury.
- Income Tax records (if not available, then EI and CPP records)
- Treatment records which are relevant to the asserted basis for the opportunity loss (including clinical, hospital, medical or other treatment records, but excluding records of counselling obtained to help ensure safety while pursuing an IRS claim). In the complex issues track, records

from general practitioners, clinics or community health centres are deemed to be relevant unless the defendants consent to the contrary.

- Secondary (non-residential) school and post-secondary school records.

LEVEL 2

- Workers' Compensation records, if the claim is based in whole or in part on a physical injury.
- Income Tax records, or at claimant's choice, EI and CPP records
- Secondary (non-residential) school and post-secondary school records.

LEVEL 1

None required.

3. TO ESTABLISH NEED FOR FUTURE CARE

None required, but a treatment plan should be submitted to support any claim for future care in any case where the claimant is represented by counsel or is otherwise in a position to prepare one.

APPENDIX VIII: CROWN DOCUMENT DISCLOSURE

A. Documents to be Disclosed

The government will search for, collect and provide a report setting out the dates a claimant attended a residential school. There are several kinds of documents that can confirm attendance at a residential school, and as soon as one or more are found which deal with the entire relevant period, further searches will not be undertaken.

The government will also search for, collect and provide a report about the persons' named in the Application Form as having abused the claimant, including information about those persons' jobs at the residential school and the dates they worked or were there, as well as any contemporaneous allegations of physical or sexual abuse committed by such persons.

Upon request, the claimant or their lawyer will receive copies of the documents located by the government, but information about other students or other persons named in the documents (other than alleged perpetrators of abuse) will be blacked out to protect each person's personal information, as required by the Privacy Act.

The government will also gather documents about the residential school the claimant attended, and will write a report summarizing those documents. The report and, upon request, the documents will be available for the claimant or their lawyer to review.

In researching various residential schools to date, some documents have been, and may continue to be, found that mention sexual abuse by individuals other than those named in an application as having abused the claimant. The information from these documents will be added to the residential school report. Again, the names of other students or persons at the school (other than alleged perpetrators of abuse) will be blacked out to protect their personal information.

The following documents will be given to the adjudicator who will assess a claim:

- documents confirming the claimant's attendance at the school(s);
- documents about the person(s) named as abusers, including those persons' jobs at the residential school, the dates they worked or were there, and any sexual or physical abuse allegations concerning them;
- the report about the residential school(s) in question and the background documents and
- any documents mentioning sexual abuse at the residential school(s) in question.

With respect to student-on-student abuse allegations, the government will work with the

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parties to develop admissions from completed examinations for discovery, witness or alleged perpetrator interviews, or previous IAP decisions relevant to the claimant's allegations.

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APPENDIX IX: INSTRUCTIONS FOR ADJUDICATORS

I. APPLICATION OF THE COMPENSABLE CLAIMS CRITERIA

In this IAP, compensation will be paid for all proven abuse claims falling within the compensable case criteria, but not otherwise.

It is the adjudicator's responsibility to assess the credibility of each allegation, and, for those allegations which are proven on the civil standard, to determine whether what has been proven falls within the compensable claims criteria.

These criteria flow from, but may differ from, established case law on vicarious liability and negligence. Adjudicators are not to have reference to case law on vicarious liability or negligence. The compensability of proven continuing claims must be determined only by reference to the terms of this IAP, including instructions issued pursuant to it.

A. Physical or Sexual Abuse Committed by an Adult

1. Where the victim was a student or resident

Where a proven incident of abuse was committed on a resident or student of an IRS by an adult, the following tests must be applied to determine if the claim is compensable within the IAP:

- a) Was the adult an employee of the government or a church entity which operated the IRS in question? If so, it does not matter whether their contract of employment was at that IRS.
- b) If the adult was not an adult employee, were they lawfully on the premises?
- c) Did the assault arise from, or was its commission connected to, the operation of an IRS? This test will be met where it is shown that a relationship was created at the school which led to or facilitated the abuse. If the test is met, the assault need not have been committed on the premises.

2. Where the victim was not a student or resident

Where a sexual or physical assault was committed by an adult on a non-student, the following tests must be met:

- a) Was the adult an adult employee of the government or a church entity which operated the IRS in question? If so, it does not matter whether their contract of employment was at that IRS.
- b) If the adult was not an adult employee, were they lawfully on the premises?

- c) Was the claimant under the age of 21 at the time of the assault?
- d) Did an identifiable adult employee give the child permission i) to be on the premises ii) for the purpose of taking part in school activities?
- e) Did the assault arise from, or was it connected to, the operation of the school? This test will be met where it is shown that a relationship was created at the school which led to or facilitated the abuse. If the test is met, the assault need not have been committed on the premises. The permission to be on the premises for an organized activity creates the circumstances in which an assault may be compensable if the other tests are met, but it does not also circumscribe the location in which an assault must have been committed to qualify as one which arose from or was connected to an IRS.

B. Sexual or Physical Assaults Committed by a Student

Where a proven incident of sexual abuse at levels SL1, SL2, or SL3 or physical abuse was committed by another student, the following tests must be applied:

- a) Did the assault take place on school premises?
- b) Did an adult employee of the IRS have, or should they reasonably have had, knowledge that abuse (i) of the kind proven was occurring at the IRS (ii) at the relevant time period.
- c) Were reasonable steps taken to prevent the abuse?

Where a proven incident of sexual abuse at levels SL4 or SL5 abuse was committed by another student, the following tests must be applied:

- a) Did the assault take place on school premises?
- b) Was the sexual assault of an exploitative or predatory nature?
- c) Has the government proven that reasonable supervision was in place at the school?

In this connection:

A sexual assault is deemed to have been predatory or exploitative where the perpetrator was significantly older than the victim, or where the assault was occasioned by threats, coercion or violence.

For greater certainty, the fact of a sexual assault having taken place at an IRS does not itself prove that reasonable supervision was not in place.

C. Additional Instructions re Physical Abuse

1. Since a physical injury is required to establish a compensable physical assault in this IAP, a need for medical attention or hospitalization to determine whether there was an injury would not establish that the threshold had been met.
2. 'Serious medical treatment by a physician' does not include the application of salves or ointment or bandages or other similar non-invasive interventions.
3. Loss of consciousness must have been directly caused by a blow or blows and would not include momentary blackouts or fainting.
4. Compensation for physical abuse may be awarded in this IAP only where physical force is applied to the person of the Claimant. This test may be deemed to have been met where:

-the Claimant is required by an employee to strike a hard object such as a wall or post, such that the effect of the force to the Claimant's person is the same as if they had been struck by a staff member;

and in either instance where the remaining standards for compensation within this IAP have been met.

D. Undifferentiated Abuse

This category is intended to provide compensation for wrongful acts not listed within the Compensation Rules which have caused the defined level of psychological consequential harms. If the basis for a claim being asserted in this category is described in another category, the latter must be applied to the claim.

Because of the novel nature of these claims, and the importance of establishing a clear causal connection between such acts and the defined level of psychological consequential harms, these claims are handled only in the complex issues track.

For the purpose of this category, a wrongful act other than the specified act of physical abuse of grossly excessive duration and frequency, is one which

- a) was committed by an adult employee or another adult lawfully on the premises,
- b) is outside the usual operational practices of the IRS at the time in question, and,
- c) exceeds recognized parenting or caregiving standards at the time.

Once an act or series of acts have been found to be wrongful, and not to be captured in another part of the Compensation Rules, then unless the parties consent to the contrary, the adjudicator must order the psychiatric or medical reports necessary to determine whether harms at the H4 or H5 level were caused by the act or acts. In these claims, the standard for proof of causation and the assessment of compensation within the compensation Rules is the standard applied by the courts in like matters.

II. APPLICATION OF THE COMPENSATION FRAMEWORK

Compensation for proven claims falling within the compensable claims criteria is to be determined exclusively pursuant to the compensation framework. The framework is designed to ensure that compensation is assessed on an individualized basis. While the abuse suffered is an important indicator of the appropriate level of compensation, so too are the circumstances in which the abuse was suffered by the individual, and the particular impacts it had on him or her.

The Compensation Framework was expressly designed to avoid a mechanistic approach to compensation by recognizing that a relatively less serious act can have severe consequences, and vice versa. It accomplishes this goal by requiring both an objective assessment of the severity of the abusive act, and then a distinct and highly subjective assessment of how that act affected the individual claimant. Accordingly, the categories defining acts and harms must be assessed separately, and the words in each category must be read purposively within their respective contexts.

In particular, in determining the level of harm suffered by a Claimant, adjudicators are to consider each of the five categories as a whole, and in relation to the other categories, rather than focussing on isolated words within a given category. This IAP calls for a contextual consideration, having particular regard to the headings for each category, in order to determine which of the categories best reflects the Claimant's proven level of harms resulting from compensable abuse.

1. The Proven Acts

The first step in applying the framework is to determine which acts of abuse have been proven on the civil standard of proof. The most serious act or acts of proven abuse, whether physical or sexual, determines the single range within which points for all abusive acts suffered over the course of attendance at one or more residential schools are to be assigned. Multiple acts of either physical or sexual abuse are recognized in the definitions of the categories of abuse; the impact of sexual abuse being accompanied by physical abuse is dealt with later as an aggravating circumstance.

Once the most serious category among the proven act categorizations has been determined, a point total will be assigned within that category's range. The adjudicator has the discretion to choose the point level within that range, having regard to the relative seriousness of the proven acts compared to the acts listed within that category. For

example, in the category of nude photographs it is expected that a single photo of nude buttocks retained by the photographer would be assigned fewer points for the act itself than a series of highly sexualized photos which had been put into wide distribution. The potential for an individual to suffer a high degree of trauma from an objectively less serious act is recognized, but is to be addressed in the harms categories within the framework, rather than by increasing the points otherwise appropriate for the act itself.

2. Consequential Harms

After the assignment of points for the proven acts has been determined, the next step is to assess any proven consequential harms which flowed from the proven acts, including those which were subsumed for the purpose of assigning points to the acts. This is done by reference to the consequential harms categories.

A Claimant must provide evidence or there must be expert evidence to prove each asserted harm on the balance of probabilities. In the standard track, once a compensable act and a compensable harm have each been established on the evidence according to a balance of probabilities, only a plausible link between them need be established in order for compensation to be awarded for them. A finding of a plausible link does not require the negation of other potential causes of harms, but it must be based on or reasonably inferred from the evidence led in the case rather than assumptions or speculation as to possible links. In this regard, adjudicators shall have regard to their powers under Appendix X, above.

In the complex case track, harms must be proven to have been caused by one or more continuing claims, and compensation must be assessed within the Compensation Rules, using the same standards a court would apply in like matters.

Harms not proven to be linked to or caused by acts constituting compensable abuse may not be taken into account in assessing points in the harms categories.

Harms up to and including H3 are not to be the subject of expert assessments, although treatment reports may be relied upon to supplement or contradict the claimant's evidence of harms suffered. Where a claimant's evidence credibly establishes the abuse plus apparent harms at levels 4 or 5, or on the consent of the parties before the hearing, the adjudicator may order an expert assessment. Only where supported by such an assessment, or where the parties consent to points at these levels being considered without such an assessment, may the adjudicator find that harms at the two highest levels have been proven and were caused by the proven abuse.

Points for consequential harm are assessed only once, at level of harm which best reflects the evidence in the case and the causation standards of this IAP. Within the range for that level, the adjudicator has discretion to determine the points to be assigned. Again, the relative gravity of the harm within the appropriate category will determine where within the applicable range the points should be assigned.

3. Aggravating Circumstances

The adjudicator must then determine whether any of the listed aggravating factors have been proven on the civil standard of proof. Only the specific aggravating factors listed in this IAP may be taken into account in assessing this category. Provided such factors are specifically proven, and are proven to have made the compensable abuse worse, they may be taken into account whether or not they were coincident in time and place with such abuse.

Once these tests have been met, the adjudicator has the discretion to determine a percentage to be added for one or more proven aggravating factors collectively. This discretion is to be exercised having regard to the seriousness of the aggravating factor in the specific context in which it occurred, including the impact the factor actually had on the claimant. No other aggravating factors may be considered.

The percentage for aggravating factors is then applied to the total of the points assigned for the acts and the harms. The resulting number of points for aggravating factors is then rounded up to the nearest whole number.

4. Consequential loss of opportunity

Where the claimant has asserted that the abuse caused them to suffer a consequential loss of opportunity, the adjudicator will then consider that part of the claim. Two aspects must be taken into account. First, the claimant must prove, on the civil standard of proof, one or more of the circumstances or experiences listed in this part of the framework, with expert evidence being required to establish the harms leading to the losses at levels 4 or 5. Second, in the standard track he or she must convince the adjudicator that there is a plausible link between the abuse proven to have occurred at the IRS, and the proven subsequent experience. In the complex track, consequential loss of opportunity must be proven using the standard for proof of causation applied by the courts in like matters and the assessment of compensation within the compensation Rules is also the standard applied by the courts in like matters.

Where this proof is established, the adjudicator will then select the range of points reflecting the most serious proven loss linked to the abuse according to the standards for the track in question, and assign a point total within that range. Within the appropriate range the adjudicator will assign points based on the relative seriousness within the category of the proven experiences.

It is important to note that consequential loss of opportunity within the compensation framework is not intended as a surrogate for a loss of income claim in the courts. Actual income loss claims constitute a distinct basis for compensation within this IAP, and the standards for their assessment do not apply to consequential loss of opportunity claims.

5. Actual income loss

Except on consent, actual income loss claims must be determined on the basis of expert evidence, using the same standards for proof of causation and the assessment of compensation as applied by the courts in like matters. In particular, the link between proven actual income losses and the proven acts must be established, and compensation must be assessed on those standards.

Actual income loss claims are an alternative to a claim for consequential loss of opportunity, and both cannot be awarded.

6. Assessment of Compensation

All points assigned will now be totalled (with the exception of awards made for actual income loss). This total determines the dollar range within which compensation can be awarded, but it does not determine where within that range the adjudicator will award compensation. While a higher number of points within a range will normally lead to a higher level of compensation, the adjudicator has the discretion to determine compensation within the applicable dollar range having regard to the totality of the proven facts and impacts.

7. Future Care

Finally, where a claim has been made for future care, the adjudicator will consider whether to award additional damages within and according to the criteria in the framework. Relevant factors here will include the impacts of the proven abuse on the individual, any treatment already received for those impacts, the availability of treatment in the claimant's home community and the need for assistance with travel costs, and the availability of alternative sources of funding for parts of the plan.

No award for future care shall be made unless the adjudicator is satisfied that the claimant has a need for treatment of the kind proposed, and a genuine desire to use the funding for that purpose. In most cases, this will be evidenced by a treatment plan and an articulated and credible determination to follow that plan.

8. Conclusion

The compensation framework is designed to provide an individual assessment of abuse suffered and its impact to generate compensation levels consistent with or more generous than court awards in each jurisdiction, using in a systematic and transparent way the factors applied by the courts. In the interests of fairness and consistency, all adjudicators must follow these instructions in applying the framework to the cases before them.

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APPENDIX X: THE USE OF EXTRA-CURIAL KNOWLEDGE BY ADJUDICATORS

INTRODUCTION

A number of issues will arise concerning the ability of adjudicators to make use of information obtained or known beyond that that provided by the parties in each individual case. There are several aspects to this matter:

- use of background information and/or personal knowledge, for example on
 - schools
 - child abuse and its impacts
 - residential school system
- carry-forward of information from hearing to hearing, for example on
 - alleged perpetrators and modus operandi of proven perpetrators
 - conditions at a school
 - credibility findings
- use of precedents from other adjudicators
- ability of adjudicators to confer

The approach to be taken to these issues is set out below, by reference to the source of the information in question.

1. Orientation Materials Provided to Adjudicators

Adjudicators will be supplied with orientation materials on the residential school system and its operations, as well as on child abuse and its impacts.

If any of the orientation materials are specifically identified as containing uncontested facts or opinions, it may be used as follows:

Adjudicators are expected to inform themselves from this material. They may use it to question witnesses, but also to make findings of fact and to support inferences from evidence they find credible, for example to conclude that trauma of a certain kind can be expected to flow from a sexual assault on a child. These latter uses of this information are justified by the fact that representatives of all interests have agreed to its inclusion in the orientation materials for this use, and all participants in a hearing will have access to the orientation materials.

Wherever possible the adjudicator should use the information at the hearing to formulate questions to any witnesses who may be able to comment on it, or whose testimony it may contradict, support, or help explain. Where this is not possible, the proposed use in reaching a decision should be identified to the parties at the hearing to give them a chance to comment on it in their submissions, but so doing is not a condition precedent to the proposed use.

Where the material is used in coming to a finding of fact, or drawing an inference, it should be cited and its relevance and the rationale for its use set out in the decision.

Where orientation information provided to adjudicators does not represent uncontested facts or opinions, it may be used by adjudicators as follows:

Adjudicators may use this category of orientation materials as a basis for questioning witnesses, or testing the evidence, but may not rely on it as an independent basis for their conclusions of fact or their assessment of the actual impact of abuse on an individual.

2. Personal Knowledge of Abuse and its Impacts

Some adjudicators may bring to the job an extensive background in dealing with child abuse, or may receive information on child abuse and its impacts at training sessions or continuing education programs, or through their own reading or research.

The approach to the use of this kind of information is as follows:

Adjudicators may use their personal knowledge, training they have received, or general educational materials, as a basis for questioning witnesses, or testing the evidence, but may not rely on them as an independent basis for their conclusions of fact or their assessment of the actual impact of abuse on an individual.

3. Document Collections

Adjudicators will be provided with Canada's, and potentially a church's, document collection on each school for which they are holding hearings. This material will also be available to claimants and their counsel.

The approach to the use of this kind of information is as follows:

Adjudicators are expected to inform themselves from this material, which may be used as a basis for findings of fact or credibility. Where any of it is so used by adjudicator, it must be cited and its relevance and the rationale for use set out in the report.

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Because this information is specific to the school in question and is provided in advance, it is expected that adjudicators will be familiar with it before starting a hearing to which it is relevant. Given this, before relying on specific documents to help decide a given case, the adjudicator should seek the consent of the parties, or put the relevant extracts to any witnesses who may be able to comment on them, or whose testimony they may contradict or support. Where there are no such witnesses, or where one or more parties contest the use of the documents, the adjudicator may still use them in his or her decision, but wherever possible should advise the parties of the proposed use of the document so that they may address it in their submissions.

4. Previous findings

Adjudicators will hear evidence about, and make findings of fact about, the operations of various schools, their layouts, the conditions that pertained in them, the acts and knowledge of adult employees, and where an individual is found to have committed a number of assaults in a particular way, their modus operandi.

The approach to the use of this kind of information is as follows:

Adjudicators must treat each individual's claim as a unique claim to be determined on the evidence presented, plus information expressly permitted to be used according to the guidelines agreed to for this process. They may not carry forward, much less be bound by, previous findings they have made, including findings of credibility.

They may, though, use information from previous hearings to inquire about possible admissions, or failing that, to question witnesses. This ability to bring forward information from previous hearings for these specific purposes flows from the fact that this IAP is not a party-controlled adversarial process. Instead, the inquisitorial model is being used to have adjudicators inquire into what happened, using their skills and judgement to question witnesses to determine the facts.

While it would not be fair to base a decision on evidence from a previous hearing, since some or all of the parties would not know its context, and would be unable to challenge its reliability, it is also not appropriate to insist that adjudicators act as if each case were their first one. Their job requires them to test evidence and determine what happened. While they cannot call witnesses, it is their duty to question them, and they must be free to pose questions and follow lines of inquiry they believe to be relevant. Whether that belief flows from common sense, instinct, or

something heard at another hearing, it is appropriate as a basis of inquiry, although, in the absence of an admission, not as evidence.

5. Stare decisis

Although reasons will be issued in each case, the IAP will not operate on the basis of binding precedent. All adjudicators are of equal authority, and should not consider themselves bound by each other's previous decisions. Through conferencing, adjudicators may come to a common interpretation of certain procedural issues, but each case must be determined on its own merits.

APPENDIX XI: TRANSITION FROM LITIGATION OR ADR PROJECTS, AND PRIORITIES FOR ACCESS TO THE IAP.

All IRS claimants who meet the criteria for the IAP process may move to it for the validation of their claim except:

1. Claimants who have settled their IRS claim, whether in the litigation stream or the existing DR.
2. Claimants whose claims have been dealt with at trial.
3. Claimants who have given evidence in a hearing in the existing DR.

For greater certainty, participation in unsuccessful resolution discussions with the Crown or a church in an attempt to settle claims does not preclude access to the IAP. Only where one of the above conditions applies will an application to enter the new process be rejected.

Rules for Pre-existing Evidence

Where a claimant who has given evidence in a previous IRS proceeding, whether in the form of answers to interrogatories or participation in an examination for discovery, wants to and is eligible to enter the IAP :

- (i) the record of the previous evidence must be provided to the adjudicator in the IAP, who may use it as a basis to question the claimant;
- (ii) the claimant must appear before the adjudicator to give evidence;
- (iii) the claimant may adopt their previous evidence rather than provide a narrative account at the hearing;
- (iv) the claimant is subject to questioning by the adjudicator on the same basis as other claimants.

The fact that a case is transferred from litigation where documentary rules are different does not change the kinds of documents permitted in proceedings under the IAP. For greater certainty, the only expert assessments permitted in this IAP are those conducted by an agreed-upon expert on the order of, and under the direction of, an adjudicator.

Potential for Expediting the Transfer

To expedite transition to the new system, and reduce the burden of completing an application in circumstances where the claimant has already given evidence, counsel for the Crown and the claimant should endeavour to develop an agreed statement of fact on some or all of the issues based on the evidence given.

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Phasing of Acceptance into the IAP

In considering applications to the IAP, priority will be given, in order, to:

- a) Applications from persons 70 years of age and over;
- b) Applications from persons who submit a doctor's certificate indicating that they are in failing health such that further delay would impair their ability to participate in a hearing;
- c) Applications from persons 60 years of age and older
- d) Persons who have completed examinations for discovery
- e) Persons who are applying as members of groups.

Among persons in categories d or e, above, the health of any alleged perpetrator who wishes to attend will be used to establish priority.

APPENDIX XII: FORMAT FOR DECISIONS

adjudicators must produce a report outlining and supporting their findings in each case. To help ensure consistency, fairness and efficiency, these reports must be prepared in a standard format.

The reports are primarily to explain to the parties how the adjudicator's decision was reached, but they must also support and facilitate consultation among adjudicators, a review for error at the request of the claimant, and a judicial review application by any of the parties.

The format does not contemplate a narrative exposition of the evidence heard. Instead, it requires a focus on findings, and the rationale for those findings. A transcript of the evidence will be available for claimants who wish a record of their testimony; it is not the purpose of the report to provide such a record. Similarly, the transcript will be available for a review; the evidence need not be summarized in the report for those purposes.

While an arbitrary page limit will not be set, it is expected that most reports will be in the range of 6-10 pages. The approved format is as follows:

A. Summary

1. Summary of allegations
2. Summary of conclusions

B. Decision

Where the claim was proven in whole or in part state the damages awarded. Where the claim is not established, state that it is dismissed.

C. Analysis

1. Outline each specific allegation or linked series of allegations, and set out the findings of fact pertinent to it. Do not outline the evidence as a whole.
2. In making findings for each abuse allegation or series of linked abuse allegations:
 - a. if the evidence was uncontradicted, indicate whether, and the basis on which, it was found credible or not credible, or
 - b. if there was conflicting evidence, indicate which evidence was found credible and why, and
 - c. having regard to the evidence found credible, outline whether, and the basis on which, the civil standard of proof was found to have been met, or not met.

3. Having regard to the proven allegations as a whole, outline the harms, impacts and aggravating factors found, or not found, to have been established on the civil standard of proof, along with the basis for those findings. For the proven harms and impacts, indicate whether, and on what evidence, the claimant has established a plausible link between proven harms or impacts and the proven abuse.
4. In relation to the proven acts, and the proven and plausibly-linked harms and impacts, outline the calculation of damages by indicating:
 - a. The most serious proven acts, the applicable range, and the rationale for the points assessed within the applicable range
 - b. The most serious proven harms for which a plausible link to the proven acts was established, the applicable range, and the rationale for the points assessed within the applicable range.
 - c. The proven aggravating factors, and the rationale for the percentage found appropriate.
 - d. The most serious proven opportunity loss for which a plausible link to the proven acts was established, and the rationale for the points assessed within the relevant category.
 - e. Findings and rationale for any future care damages assessed.

SCHEDULE "C"
RESIDENTIAL SCHOOLS

British Columbia Residential Schools

Ahousat
Alberni
Cariboo (St. Joseph's, William's Lake)
Christie (Clayoquot, Kakawis)
Coqualeetza
Cranbrook (St. Eugene's, Kootenay)
Kamloops
Kuper Island
Lejac (Fraser Lake)
Lower Post
St. George's (Lytton)
St. Mary's (Mission)
St. Michael's (Alert Bay Girls' Home, Alert Bay Boys' Home)
Sechelt
St. Paul's (Squamish, North Vancouver)

Alberta Residential Schools

Assumption (Hay Lake)
Blue Quills (Saddle Lake, Lac la Biche, Sacred Heart)
Crowfoot (Blackfoot, St. Joseph's, St. Trinite)
Desmarais (Wabiscaw Lake, St. Martins Wabiscaw)
Edmonton (Poundmaker, replaced Red Deer Industrial)
Ermineskin (Hobbema)
Holy Angels (Fort Chipewyan)
Fort Vermilion (St. Henry's)
Joussard (St. Bruno's)
Lac La Biche (Notre Dame des Victoires)
Lesser Slave Lake (St. Peter's)
Morley (Stony/Stoney, replaced McDougall Orphanage)
Old Sun (Blackfoot)
Sacred Heart (Peigan, Brocket)
St. Albert (Youville)
St. Augustine (Smokey River)
St. Cyprian (Victoria Home, Peigan)
St. Joseph's (High River, Dunbow)

St. Mary's (Blood, Immaculate Conception)
St. Paul's (Blood)
Sturgeon Lake (Calais, St. Francis Xavier)
Wabasca (St. John's)
Whitefish Lake (St. Andrew's)

Saskatchewan Residential Schools

Beauval
File Hills
Gordon's
Lac La Ronge (see Prince Albert)
Lebret (Qu'Appelle, Whitecalf, St. Paul's High School)
Marieval (Cowessess, Crooked Lake)
Muscowequan (Lestock, Touchwood)
Onion Lake Anglican (see Prince Albert)
Prince Albert (Onion Lake, St. Alban's, All Saints, St. Barnabas, Lac La Ronge)
Regina
Round Lake
St. Anthony's (Onion Lake, Sacred Heart)
St. Michael's (Duck Lake)
St. Philip's
Sturgeon Landing (replaced by Guy, MB)
Thunderchild (Delmas, St. Henri)

Manitoba Residential Schools

Assiniboia (Winnipeg)
Birtle
Brandon
Churchill Vocational Centre
Cross Lake (St. Joseph's, Norway House)
Dauphin (replaced McKay)
Elkhorn (Washakada)
Fort Alexander (Pine Falls)
Guy (Clearwater, The Pas, formerly Sturgeon Landing, SK)
McKay (The Pas, replaced by Dauphin)
Norway House (Teulon)
Pine Creek (Campeville)
Portage la Prairie
Sandy Bay

Ontario Residential Schools

Bishop Horden Hall (Moose Fort, Moose Factory)
Cecilia Jeffrey (Kenora, Shoal Lake)
Chapleau (St. Joseph's)
Fort Frances (St. Margaret's)
McIntosh (Kenora)
Mohawk Institute
Mount Elgin (Muncey, St. Thomas)
Pelican Lake (Pelican Falls)
Poplar Hill
St. Anne's (Fort Albany)
St. Mary's (Kenora, St. Anthony's)
Shingwauk
Spanish Boys' School (Charles Garnier, St. Joseph's)
Spanish Girls' School (St. Joseph's, St. Peter's, St. Anne's)

Quebec Residential Schools

Amos
Fort George (Anglican)
Fort George (Roman Catholic)
La Tuque
Point Bleue
Sept-Iles

Atlantic Residential Schools

Shubenacadie

Nunavut Residential Schools

Chesterfield Inlet (Joseph Bernier, Turquetil Hall)

Northwest Territories Residential Schools

Akaitcho Hall (Yellowknife Vocational School)
Aklavik (Immaculate Conception)
All Saints (Aklavik)
Coppermine (Tent Hostel)
Fort McPherson (Flemming Hall)
Fort Providence (Sacred Heart)
Fort Resolution (St. Joseph's)
Fort Simpson (Bombas Hall)

Fort Simpson (Lapointe)
Fort Smith (Breyant Hall)
Grollier Hall (Sir Alexander McKenzie Day School)
Hay River (St. Peter's)
Stringer Hall

Yukon Residential Schools

Carcross (Chooulta)
Yukon Hall (Whitehorse/Protestant Hostel)
Coudert Hall (Whitehorse Hostel/Student Residence - replaced by Yukon Hall)
Whitehorse Baptist Mission

SCHEDULE "D"
ADDITIONAL RESIDENTIAL SCHOOLS

Great Whale River
Port Harrison
George River
Panniqtuuq/Pangnirtang
Broughton Island/Qikiqtarjuaq
Cape Dorset/Kinngait
Eskimo Point/Arviat
Igloolik/Iglulik
Baker Lake/Qamani'tuaq
Pond Inlet/Mittimatalik
Cambridge Bay
Shingle Point
Lake Harbour
Belcher Islands
Payne Bay
Fort Smith - Grandin College

SCHEDULE "E"

TRUTH AND RECONCILIATION PRINCIPLES

Principles

The process will be guided by the following principles established by the Working Group on Truth and Reconciliation and Exploratory Dialogues in 1998-99 including: accessible; victim-centered; confidentiality (if required by the survivor); do no harm; health and safety of witnesses; representative; public/transparent; accountable; open and honourable process; comprehensive; inclusive; educational; holistic; just and fair; respectful; voluntary; flexible; and forward looking in terms of rebuilding and renewing the relationship between Aboriginal and non-Aboriginal Canadians.

The Truth and Reconciliation Commission will report to the Canadian public what happened in Indian Residential schools attended by First Nations, Inuit and Métis children, and the lasting legacy of these institutions.

Objectives

The goal is to develop a truth and reconciliation model that achieves or recognizes the following principles:

- Reconciliation is a process that will be ongoing on an individual level. It will require involvement from all affected institutions and individuals including former IRS students, their families, communities, religious entities, government and the people of Canada
- As complete an historical record as possible will be compiled of the IRS system and legacy. It will be archived and made accessible for future study and use
- The process should promote awareness and public education of Canadians about the IRS system and its impacts on human dignity on former IRS students
- Provide survivors and their family members with an opportunity to tell about their Residential School experience and the impact of Residential School in a culturally appropriate, safe forum

Composition

The truth and reconciliation body will have the following structure:

Indian Residential School Survivor Committee

- Composed of 10 representatives of various Aboriginal organizations, regions and survivor groups reflecting the percentage representation in Indian Residential schools (as defined in the Agreement in Principle)
 - Advise on the criteria for the community processes
 - Advise the commissioners on issues relating to the processes

Commission

- Composed of three commissioners. One of the three will be appointed Chairperson of the Commission. Appointments will be made out of a pool of candidates nominated through a board or committee that is comprised of former students, Aboriginal organizations, churches and government. Commissioners are not required to have any particular background but rather will be selected for their stature, respect, honesty and integrity. They need not be aboriginal although consideration should be given to having at least one of the three members as an Aboriginal person. The final decision will be determined by the Executive branch of the Federal Government in consultation with the AFN.

Regional Liaisons

- The national commission will liaise with regional representatives. These representatives will assist in the planning of the national events and act as liaisons for the communities in the region, to assist in planning the community reconciliation events, provide continuity on the national level and reporting mechanisms and assistance for community events.

Powers

The truth and reconciliation process is committed to the principle of voluntariness with respect to all participants.

The preferred mechanism for obtaining information and documents from all sources is through voluntary cooperation. In order to ensure the efficacy of the truth and reconciliation process, Canada and the churches will provide all relevant documents to and for the use of the Truth and Reconciliation Commission, subject only to overriding concerns about the privacy interests of an individual. In such cases, researchers for the Commission shall have access to such documents provided privacy is respected.

Parameters of the process

Timeline

Two year period for the following:

- The commission must prepare a budget within three months from being launched, under a budgetary cap provided in the Agreement in Principle
- Research and production of report on historic findings and recommendations after two years
- All national events completed within 2 years with the possibility of a six month extension.

Total of five year mandate required for the following:

- Completion of the community reconciliation events and statement taking

- Establishment of a research centre and archive to act as a resource for all Canadians, researchers and educational facilities who wish to include this historic material in curricula.
- Notwithstanding the five year mandate, survivors will be permitted to file a personal statement in the archive with no time limitation

Events

National Events

There will be seven national events in the different regions across the country where residential schools were situated. These national events will achieve the following purposes:

- sharing information from the communities
- providing context for the CEP
- engaging and educating the public through mass communications, and
- empowering former IRS students.

These events are a key mechanism through which the reconciliation process will engage the Canadian public and provide education about the IRS system, the experience of students and the lasting legacies of the institutions.

There would be certain components to the national event that would be consistent across communities. These common components are as follows:

- Each event will provide an opportunity for a sample number of former students and family members to share their experiences and for some communities in the regions to share their experiences as they relate to the impacts on communities and share insights from their community reconciliation processes. The events might provide opportunities for support and sharing of information between former students, communities, experts and church and government institutions.
- High level government officials and church officials would be present to participate in and bear witness at the final ceremony.
- Health supports and trauma experts during and after the ceremony for any witnesses and participants.
- Ceremonial transfer of knowledge in the form of transcripts of individual statements or community reports/statements to the commissioner
- Analysis of the short and long term legacy of the IRS system on individuals, institutions and groups as well as the intergenerational impacts of the IRS system

Community Events

Criteria for these processes will be developed by the national body during the first stages of the process, in consultation with the Survivor Committee. The criteria will be consistent with the mandate, objectives, and guiding principles and commitments of the process. Within these parameters communities will submit plans for their process to the

truth and reconciliation national body and receive funding for the processes within the limits of the body's budgetary capacity.

Community reconciliation/truth-sharing processes will not replace the individual statement-taking process or the national events. They are an opportunity for communities to create an appropriate and helpful community event around the individual truth-sharing process: These events will achieve the following:

- Provide a safe, supportive and non-interrogatory environment for individual statement-taking organized by the commission
- Empower the communities by encouraging the development of their own reconciliation practices
- Develop collective narratives about the impact of the IRS system on families and communities
- Create a record or statement of the community narratives for inclusion in the historical report including truths, insights and recommendations
- Educate the public and foster better relationships with local communities
- Allow for the participation from high level government and church officials

Resources

The budget for the truth and reconciliation process will be \$60 million.

SCHEDULE "F"
INUIT AND INUVIALUIT SCHOOLS
TO BE RESEARCHED

Frobisher Bay/Iqaluit
Coral Harbuor/Saglik
Spence Bay
Clyde River/Kamgiqtugaapik
Gjoa Haven
Port Burwell/Killinik Island
Thom Bay
Fort Chimo
Puvirnituq
Sugluk
Quartaq
Leaf Bay

SCHEDULE "G"
AIP IMPLEMENTATION

1. The parties agree to the implementation of this Agreement in Principle in the following manner.
2. The parties agree that they will seek to implement the AIP in accordance with the following schedule of target dates:
 - First Government Approval (November 23-24, 2005)
 - Informal/Preliminary Communication with Regional Judges (November 25, 2005)
 - Joint Press Release by Federal Government, AFN, Merchant, Baxter, other parties immediately following the announcement of the Prime Minister
 - Drafting of settlement agreement and related documentation including (January 31, 2006)
 - Settlement agreement; *PV*
 - Release;
 - Forms of orders;
 - Class composition;
 - Common issues;
 - Litigation Plan; and
 - Pleadings
 - Second (Final) Cabinet Approval (March 31, 2006)
 - Draft Motion Material – certification and settlement (March 31, 2006)
 - Further Informal Communication with Regional Judges (April 3, 2006)
 - Memorandum outlining proposed settlement
 - Provide draft Certification and Settlement Approval Materials
 - All Regional Judges teleconference (April 14, 2006)
 - Schedule approval hearings
 - Coordinate dates for rendering final orders
 - Discuss draft Motion Materials and amend as necessary
 - File Motion Materials in all regions (May 1, 2006)
3. The parties agree that all existing proposed class action statements of claim will be amended to create a common omnibus statement of claim incorporating a generic style of cause in which the churches will be named as defendants.
4. There will be no requirement for any defendant to file a defence.

5. The omnibus statement of claim will assert common causes of action encompassing and incorporating all claims made in pending class actions against Canada.

6. To give effect to the above, the parties consent to an order merging all class actions save and except the Cloud Class action, in each of the following jurisdictions proceeding on the basis of the omnibus claim:

- British Columbia;
- Alberta;
- Saskatchewan;
- Manitoba;
- Ontario which will include New Brunswick, Prince Edward Island, Nova Scotia and Newfoundland and Labrador;
- Quebec; and
- Territories (Yukon, Northwest Territories and Nunavut)

7. The omnibus statement of claim will include all existing classes and subclasses asserted in proposed class actions against Canada.

8. Class membership will be based on current province or territory of residence of class and subclass members.

9. International residents will be deemed to be members of the Ontario class.

10. Concurrently with above process, applications for consent certification for purposes of settlement will be brought in each jurisdiction referred to in paragraph 6.

11. Certification and approval of the final settlement agreement will be sought in each jurisdiction on the express condition that each jurisdiction referred to paragraph 6 certifies on the same terms and conditions.

12. All terms of the final settlement agreement will be incorporated by reference into judgments of the courts.

13. The judgments will provide that all individuals who meet the class and subclass definitions will be entitled to submit the required proof for compensation and receive benefits under the settlement.

14. The judgments will be binding on all class members including minors, unborn persons, and those under disability, unless they opt-out on or before the dates specified in the judgments.

15. The judgments will provide that on the expiry of the opt-out periods all pending actions of all class members brought in any Canadian jurisdiction will be deemed to be discontinued without costs unless the affected class member has opted out.

16. The judgments will order and declare that on the expiry of the opt out period each class member, unless they have opted out, has released each of the defendants from any and all actions they have, may have had or in the future may acquire against any of the defendants by reason of their attendance at an Indian Residential School.
17. The judgments will provide that on the expiration of the opt out period all class members who have not opted out have agreed that they will not make any claim against any person who may in turn claim against any of the defendants.
18. The judgments will order that the obligations assumed by the defendants under the final settlement agreement are in full and final satisfaction of all claims of the class and that the judgment is the sole recourse on account of any and all claims referred to in it.
19. The judgments will order that the agreed fees and disbursements of all counsel participating in the final settlement agreement, are to be approved by the court on the basis provided in the final settlement agreement.
20. The parties agree that the method of delivery of the notice to the class will be proactive. The notice program will contain both oral and written elements. Canada will pay for the notice.
21. The legal notice will be in plain language in French and English.
22. Informal notices will be provided in a variety of aboriginal languages to be determined.
23. A list of counsel with active Indian Residential Schools claims will be included as part of the written materials and website information of the notice program.
24. The legal notice will include an opt out coupon which will be returnable to a Post Office Box address at Edmonton, Alberta.
25. There will be a "1-800" number funded by Canada which will provide scripted information concerning the opt-out process. The information will convey a statement to the effect that although not a requirement to do so, class members may wish to consult a lawyer.
26. In order to implement the final settlement agreement there will be two administrative committees as follows:
 - a. National Administration Committee ("NAC"), and
 - b. Regional Administration Committees ("RAC")
27. The NAC will be composed of seven (7) members with the intention that decisions will be made by consensus. Where consensus can not be reached, a majority of five (5) of the seven members is required to make any decisions. In the event that of a four (4) to three (3) vote which cannot be resolved, the dispute may be taken to an agreed arbitrator to be resolved on a summary expedited basis.

28. Notwithstanding paragraph 27, where a vote would increase the costs of the final settlement agreement whether for compensation or procedural matters, the government representative must be one of the five person majority. There will not be reference to arbitration but an application may be made to the appropriate court.

29. The composition of NAC will be one (1) person from each of the following:

- a. Canada;
- b. Church Defendants;
- c. Assembly of First Nations;
- d. The National Consortium;
- e. Merchant Law Group;
- f. Inuit Representatives; and
- g. Non-aligned Plaintiff's counsel

30. The mandate of NAC is to interpret the final settlement judgments and to consult with and provide input to Service Canada with respect to the Common Experience Payment.

31. Where there is a disagreement between Service Canada and NAC, with respect to the terms of the final settlement judgments, NAC may apply to the appropriate court to enforce the judgments.

32. No amendment to the final settlement judgment can occur without the unanimous consent of the parties ratified by the appropriate courts.

33. NAC will perform four functions:

- a. ensuring national consistency with respect to implementation of the final settlement judgment;
- b. producing and implementing a policy protocol document;
- c. producing a standard operating procedures document; and
- d. acting as the appellate forum from the RAC.

34. Judicial review of decisions of NAC will be available on the basis of excess of jurisdiction only.

35. The appropriate court for judicial review of a decision of the NAC will be the court of the jurisdiction where the issue being reviewed initially arose.

36. Canada will provide NAC with both a "one time" start-up budget and an operating budget. The start-up budget shall not exceed \$225,000.00 but NAC may apply for additional funding in exceptional circumstances. The operating budget shall not exceed \$20,000.00 per month but the NAC may apply for additional funding in exceptional circumstances.

37. There will be three (3) RACs each of which will have three (3) members comprised exclusively of plaintiff's representatives from the groups set out in sections d, e, f and g of paragraph 29. Where a decision cannot be made by consensus, a majority is required to make a decision. In the event of dissatisfaction, the dispute may be taken to the NAC for resolution.

38. The mandate of RAC is to deal with the day-to-day operational issues arising from implementation of the final settlement judgment.

39. Canada will provide RAC with both a "one time" start-up budget and an operating budget. The start-up budget shall not exceed \$100,000.00 but RAC may apply for additional funding in exceptional circumstances. The operating budget shall not exceed \$7,000.00 per month but the RAC may apply for additional funding in exceptional circumstances.

40. A National Certification Committee ("NCC") will be struck no later than November 24, 2005 with a mandate to designate counsel having carriage in respect of drafting, certification and approval, obtain certification and approval of the final settlement agreement in each jurisdiction on the express condition that each jurisdiction referred to in paragraph 6 certifies on the same terms and conditions.

41. NCC will have seven (7) members with the intention that decisions will be made by consensus; however, where consensus can not be reached a majority of five (5) of the seven members is required.

42. The composition of NCC will be one (1) counsel from each of the following:

- a. Canada;
- b. Church Defendants;
- c. Assembly of First Nations;
- d. The National Consortium;
- e. Merchant Law Group;
- f. Inuit Representatives; and
- g. Non-aligned Plaintiff's counsel

43. Upon expiration of the opt out periods following certification of the settlement agreement, the NCC will be dissolved.

44. Canada will pay members of the NCC fees based upon reasonable hourly rates and reasonable disbursements, but such fees will not include any fee for the Government of Canada, or the Church defendants. Such fees will also be subject to a maximum operating budget of \$45,000.00 per month for the first six (6) months and \$22,500.00 per month thereafter month, but NCC may apply for additional funding in exceptional circumstances.

45. Counsel who are designated by the NCC as counsel having carriage in respect of drafting, certification and approval of the settlement, will be paid normal hourly rates and reasonable disbursements to be billed on an ongoing basis. Other counsel who appear in court, if designated by NCC and approved by Canada, will be paid an appearance fee of \$2000.00 per diem.

46. In the event that the number of survivor class members opting out under the final settlement judgment exceeds five thousand (5000) the implementation of the final settlement shall be void and the final settlement judgment shall be set aside in its entirety.



Indian Residential Schools
Resolution Canada

Deputy Minister

Résolution des questions des
pensionnats indiens Canada

Sous-ministre

00074

Schedule "H"

July 2005

To former students of Indian residential schools and their legal counsel:

On May 30, 2005, the Honourable Frank Iacobucci was appointed by the Government of Canada to lead discussions with legal counsel for former students, the Churches, the Assembly of First Nations, and other interested parties toward a fair and lasting resolution of the legacy of Indian residential schools. The purpose of this letter is to assure former students that participation in either the current Alternative Dispute Resolution (ADR) or litigation processes will not prejudice their ability to take advantage of benefits which may arise from the discussions led by Mr. Iacobucci.

In addition to exploring ways to recognize the residential school experience of former students, the discussions led by Mr. Iacobucci will also focus on ensuring that former students have options for pursuing their claims of sexual and serious physical abuse, and on finding ways to support the healing that needs to continue. Also on May 30, 2005, the Government of Canada and the Assembly of First Nations signed a Political Agreement outlining the basis on which they intend to work together on issues related to the resolution of the Indian residential schools legacy.

Please find attached copies of the *News Release*, *Backgrounder* and *Questions & Answers*.

The Government of Canada is committed to the fair and timely resolution of Indian residential school claims and to implementing the necessary changes to its approach to engender broader reconciliation with Aboriginal people.

We hope that this clarifies the matter for former students and legal counsel for former students who are currently in the litigation or ADR processes.


Mario Dion

Canada

May 8, 2006

CANADA, as represented by the Honourable Frank Iacobucci

-and-

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

-and-

Independent Counsel

-and-

THE ASSEMBLY OF FIRST NATIONS and INUIT REPRESENTATIVES

-and-

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

**INDIAN RESIDENTIAL SCHOOLS
SETTLEMENT AGREEMENT**

May 8, 2006

**INDIAN RESIDENTIAL SCHOOLS
SETTLEMENT AGREEMENT**

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May 8, 2006

**Indian Residential Schools
Settlement Agreement**

WHEREAS:

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

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

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

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

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

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

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

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

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

ARTICLE ONE INTERPRETATION

1.01 Definitions

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Periods or is a Cloud Student Class Member;

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

“Federal Representative” means the Honourable Frank Iacobucci;

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

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

“Implementation Date” means the latest of :

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

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

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

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

“Indian Residential Schools” means the following:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

“Person Under Disability” means

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

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

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

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

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

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

1.02 Headings

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

1.03 Extended Meanings

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

1.04 No Contra Proferentem

The Parties acknowledge that they have reviewed and participated in settling

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

1.05 Statutory References

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

1.06 Day For Any Action

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

1.07 When Order Final

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

1.08 Currency

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

1.09 Schedules

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

Schedule A – CEP Application Form

Schedule B – Dioceses of the Anglican Church

Schedule C – Roman Catholic Entities

Schedule D – Independent Assessment Process

Schedule E – Residential Schools

Schedule F – Additional Residential Schools

Schedule G – Anglican Releasees

Schedule H – Catholic Releasees

Schedule I – Trust Agreement

Schedule J – Commemoration Policy Directive

Schedule K – Settlement Notice Plan

Schedule L – Process Flow Chart

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

Schedule N – Mandate for Truth and Reconciliation Commission

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

Schedule O-2 – The Anglican Entities Agreement

Schedule O-3 – The Catholic Entities Church Agreement

Schedule O-4 – The United Church of Canada Agreement

Schedule P – IAP Full and Final Release

Schedule Q – Treasury Board Travel Directive

Schedule R – No Prejudice Commitment Letter

Schedule S – National Certification Committee Members

Schedule T – Pilot Projects

Schedule U – IAP Working Group Members

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

1.10 No Other Obligations

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

ARTICLE TWO

EFFECTIVE DATE OF AGREEMENT

2.01 Date when Binding and Effective

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

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

2.02 Effective in Entirety

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

ARTICLE THREE FUNDING

3.01 CEP Funding

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

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

3.02 Healing Funding

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

3.03 Truth and Reconciliation Funding

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

- (2) Canada will appoint an interim Executive Director to begin

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

3.04 Commemoration Funding

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

3.05 IAP Funding

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

3.06 Social Benefits

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

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

3.07 Family Class Claims

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

ARTICLE FOUR
IMPLEMENTATION OF THIS AGREEMENT

4.01 Class Actions

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

4.02 Content of Class Actions

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

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

4.03 Consent Order

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

4.04 Class Membership

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

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

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

4.05 Consent Certification

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

4.06 Approval Orders

Approval Orders will be sought:

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

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

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

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

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

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

4.07 Cloud Class Action Approval Order

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

4.08 Notice

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

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

4.09 National Certification Committee

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

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

4.10 Administration Committees

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

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

4.11 National Administration Committee

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

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

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

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

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

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

under the IAP;

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

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

4.12 Regional Administration Committees

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

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

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

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

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

4.13 Review by NAC

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

4.14 Opt Out Threshold

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

4.15 Federal Court Actions Exception

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

ARTICLE FIVE COMMON EXPERIENCE PAYMENT

5.01 CEP

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

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

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

5.02 Amount of CEP

The amount of the Common Experience Payment will be:

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

5.03 Interest on Designated Amount Fund

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

5.04 CEP Application Process

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

submitting a CEP Application to the Trustee.

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

Applications will be subject to verification.

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

5.05 Review and Audit to Determine Holdings

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

5.06 Insufficiency of Designated Amount

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

5.07 Excess Designated Amount

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

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

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

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

5.08 CEP Administrative Costs

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

5.09 CEP Appeal Procedure

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

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

ARTICLE SIX

INDEPENDENT ASSESSMENT PROCESS

6.01 IAP

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

6.02 IAP Application Deadline

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

6.03 Resources

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

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

- c) All IAP claimants screened-in after the eighteen (18) month anniversary of the Implementation Date will be offered a hearing within nine (9) months of their claim being screened in. The hearing date will be within the nine month period following the claim being screened-in, or within a reasonable period of time thereafter, unless the claimant's failure to meet one or more of the requirements of the IAP frustrates compliance with that objective.
- d) For greater certainty, all IAP Applications filed before the expiration of the IAP Application Deadline will be processed prior to the six (6) year anniversary of the Implementation Date unless a claimant's failure to meet one or more of the requirements of the IAP frustrates compliance with that objective.

- (2) In the event that Continuing Claims are submitted at a rate that is less than two-thousand five hundred (2,500) per twelve month period, Canada will be required only to provide resources sufficient to process the Continuing Claims at the rate at which they are received, and within the timeframes set out in

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

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

6.04 Notice of IAP Application Deadline

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

ARTICLE SEVEN

TRUTH AND RECONCILIATION AND COMMEMORATION

7.01 Truth and Reconciliation

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

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

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

7.02 Commemoration

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

ARTICLE EIGHT

HEALING

8.01 Healing

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

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

8.02 Availability of Mental Health and Emotional Support Services

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

ARTICLE NINE

CHURCH ORGANIZATIONS

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

ARTICLE TEN
Duties of the Trustee

10.01 Trustee

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

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

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

English or French, as the Eligible CEP Recipient elects;

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

ARTICLE ELEVEN

RELEASES

11.01 Class Member and Cloud Class Member Releases

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

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

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

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

11.02 Non-resident Claimant Releases

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

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

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

11.03 Claims by Opt Outs and Others

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

11.04 Cessation of litigation

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

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

ARTICLE TWELVE

ADDITIONAL INDIAN RESIDENTIAL SCHOOLS

12.01 Request to Add Institution

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

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

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

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

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

ARTICLE THIRTEEN

LEGAL FEES

13.01 Legal Fees

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

set out herein.

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

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

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

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

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

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

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

13.05 No Fees on CEP Payments

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

13.06 Fees Where Retainer Agreements

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

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

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

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

13.07 Proof of Fees

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

13.08 The National Consortium and the Merchant Law Group Fees

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

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

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

to fix such amount.

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

Thomson, Rogers	Troniak Law Office
Richard W. Curtis Law Office	Koskie Minsky LLP
Field LLP	Leslie R. Meiklejohn Law Office
David Paterson Law Corp.	Huck Birchard
Docken & Company	Ruston Marshall
Arnold, Pizzo, McKiggan	Rath & Company
Cohen Highley LLP	Levene Tadman Gutkin Golub

White, Ottenheimer & Baker
Thompson Dorfman Sweatman
Ahlstrom Wright Oliver & Cooper

Coller Levine
Adams Gareau

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

13.09 Cloud Class Action Costs, Fees and Disbursements

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

13.10 NCC Fees

- (1) Canada will pay members of the NCC fees based upon reasonable hourly rates and reasonable disbursements, but such fees will not include any fee for the Government of Canada, or the Church Organizations.

- (2) Subject to Section 13.10(4), any fees referred to in Section 13.10(1) and accrued after April 1, 2006 will be subject to a maximum operating budget of sixty-thousand dollars (\$60,000.00) per month.
- (3) Notwithstanding Section 13.10(2) and subject to Section 13.10(4), the NCC may apply to Canada for additional funding in exceptional circumstances up to a maximum monthly amount of fifteen thousand dollars (\$15,000.00).
- (4) The maximum operating budget referred to in Section 13.10(1) and the maximum additional funding in exceptional circumstances referred to in Section 13.10(3) will be reviewed and reassessed by Canada on July 1, 2006 and the first day of each month thereafter. Canada, in its sole discretion, may reduce or increase the maximum operating budget or the maximum additional funding or both.
- (5) Counsel who is designated by the NCC as counsel having carriage in respect of drafting, consent certification and approval of the settlement will be paid their normal hourly rates and reasonable disbursements to be billed by Counsel and paid by Canada on an ongoing basis. Such fees and disbursements are not subject to the maximum operating budget referred to in paragraph 13.10(2).
- (6) Other counsel who appear in court, if designated by the NCC

and approved by Canada, will be paid an appearance fee of two thousand dollars (\$2000.00) per diem. Such fees are not subject to the maximum operating budget referred to in paragraph 13.10(2).

- (7) The NCC, and counsel appointed on behalf of the NCC, will submit their accounts to the OIRSRC for payment, and will be paid within 60 days of such submission.
- (8) The NCC will submit its accounts to the OIRSRC for payment. The submitted accounts will be verified by OIRSRC to ensure compliance with the Treasury Board Travel Directive, attached as Schedule "Q", prior to payment.

13.11 NAC Fees

- (1) Members of the NAC will be compensated at reasonable hourly rates subject to the maximum monthly operating budget set out at Section 13.11(2) of this Agreement except the representatives for Canada or the Church Organizations, who will not be compensated under this Agreement.
- (2) Subject to Section 13.11(4), any fees referred to in Section 13.10(1) will be subject to a maximum operating budget of sixty-thousand dollars (\$60,000.00) per month.
- (3) Notwithstanding Section 13.11(2) and subject to Section

13.11(4), the NAC may apply to Canada for additional funding in exceptional circumstances up to a maximum monthly amount of fifteen thousand dollars (\$15,000.00).

- (4) The maximum operating budget referred to in Section 13.11(2) and the maximum additional funding in exceptional circumstances referred to in Section 13.11(3) will be reviewed and reassessed by Canada on the first day of the first month after the Implementation Date and on the first day of each month thereafter. Canada, in its sole discretion, may reduce or increase the maximum operating budget or the maximum additional funding or both.
- (5) The NAC will submit its accounts to the OIRSRC for payment. The submitted accounts will be verified by OIRSRC to ensure compliance with the Treasury Board Travel Directive, attached as Schedule "Q", prior to payment.

13.12 RAC Fees

- (1) Members of the RACs, will be compensated at reasonable hourly rates subject to the maximum monthly operating budget set out at Section 13.12(2).
- (2) Canada will provide each RAC with an operating budget that will not exceed seven thousand dollars (\$7,000.00) per month for each RAC except that each RAC may apply for additional

funding in exceptional circumstances.

- (3) The RACs will submit their accounts to the OIRSRC for payment. The submitted accounts will be verified by OIRSRC to ensure compliance with the Treasury Board Travel Directive, attached as Schedule "Q", prior to payment.

13.13 IAP Working Group Fees

- (1) Canada agrees to pay each member of the IAP Working Group, other than lawyers representing Canada or the Church Organizations, who attended the IAP Working Group meetings beginning November 20, 2005 for time spent up to the Implementation Date, as requested in writing by Canada, at his or her normal hourly rate, plus reasonable disbursements, and GST and PST, if applicable except that no amount is payable under this Section 13.13(1) for fees previously paid directly by OIRSRC.
- (2) No fees are payable under Section 13.13(1) for time billed under Section 13.02 or 13.03.
- (3) The IAP Working Group, will submit their accounts to the OIRSRC for payment, and will be paid within 60 days of such submission.

13.14 Oversight Committee Fees

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

ARTICLE FOURTEEN**FIRST NATIONS, INUIT, INUVIALUIT AND MÉTIS****14.01 Inclusion**

For greater certainty, every Eligible CEP Recipient who resided at an Indian Residential School is eligible for the CEP and will have access to the IAP in

accordance with the terms of this Agreement including all First Nations, Inuit, Inuvialuit and Métis students.

ARTICLE FIFTEEN TRANSITION PROVISIONS

15.01 No Prejudice

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

- (1) All Eligible CEP Recipients are entitled to apply to receive the CEP regardless of whether a release has been signed or a judgment received for their Indian Residential School claim prior to the Implementation Date.
- (2) Where a release of an Indian Residential School claim was signed after May 30, 2005 in order to receive the payment of an award under the DR Model:
 - a) Canada will adjust the award to reflect the compensation scale set out at page 6 of the IAP attached as Schedule "D" of this Agreement;
 - b) the Eligible IAP Claimant may apply to have their hearing re-opened to reconsider the assignment of points under the

Consequential Loss of Opportunity category set out at page 6 of the IAP attached as Schedule "D" of this Agreement, and pursuant to the standards of the IAP, in any case where the adjudicator assessed their claim as falling within the highest level in the Consequential Loss of Opportunity category in the DR Model;

- c) an Eligible IAP Claimant who alleges sexual abuse by another student at the SL4 or SL5 category, where such abuse if proven would be the most serious proven abuse in their case, may have their hearing re-opened to consider such an allegation in accordance with the standards of the IAP.
- (3) Following the coming into force of the Approval Orders, at the request of an Eligible IAP Claimant whose IRS abuse claim was settled by Canada without contribution from a Catholic Entity set out in Schedule "C" of this Agreement, such settlement having been for an amount representing a fixed reduction from the assessed Compensation, Canada will pay the balance of the assessed compensation to the Eligible IAP Claimant. Provided, however, that no amount will be paid to an Eligible IAP Claimant pursuant to this section until the Eligible IAP Claimant agrees to accept such amount in full and final satisfaction of his or her claim against a Catholic Entity set out in Schedule "C" of this Agreement, and to release them by

executing a release substantially in the form of the release referred to in Section 11.02 of this Agreement.

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

15.02 Acceptance and Transfer of DR Model Claims

- (1) No applications to the DR Model will be accepted after the Approval Date.
- (2) DR applications received on or before the expiration of the Approval Date for which a hearing date had not been set as of the Implementation Date will be dealt with as follows:
 - a) any application which alleges only physical abuse will be processed under the DR Model unless the claimant elects to transfer it to the IAP;
 - b) any application which includes an allegation of sexual abuse will be transferred to the IAP unless the claimant, within 60 days of receiving notice of the proposed transfer, elects in writing to remain in the DR Model.
- (3) An Individual whose claim is transferred under Section

15.02(2) of this Agreement is not required to complete an additional application to the IAP, but may modify their existing DR application to the extent necessary to claim the relief available under the IAP.

- (4) Any Eligible IAP Claimant who received but did not accept a decision under the DR Model or a Pilot Project decision may apply to the IAP on the condition that all evidence used in the DR Model hearing or pilot project hearing will be transferred to the IAP proceeding.

ARTICLE SIXTEEN

CONDITIONS AND TERMINATION

16.01 Agreement is Conditional

This Agreement will not be effective unless and until it is approved by the Courts, and if such approvals are not granted by each of the Courts on substantially the same terms and conditions save and except for the variations in membership contemplated in Sections 4.04 and 4.07 of this Agreement, this Agreement will thereupon be terminated and none of the Parties will be liable to any of the other Parties hereunder, except that the fees and disbursements of the members of the NCC will be paid in any event.

16.02 Termination of Agreement

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

ARTICLE SEVENTEEN

CEP PAYMENTS TO APPROVED PERSONAL REPRESENTATIVES

17.01 Compensation if Deceased on or after May 30, 2005

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

17.02 Deceased Cloud Class Members

Notwithstanding Section 17.01, if an Eligible CEP Recipient who is a member of a certified class in the Cloud Class Action died on or after October 5, 1996, and the CEP Application required under Article Five (5) has been submitted to the Trustee by his or her Personal Representative within the period set out in Section 5.04(2), the Personal Representative will be paid the amount payable under Article Five (5) to which the deceased Eligible CEP Recipient would have been entitled if he or she had not died.

17.03 Person Under Disability

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

ARTICLE EIGHTEEN**GENERAL****18.01 No Assignment**

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

18.02 Compensation Inclusive

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

18.03 Applicable Law

This Agreement will be governed by the law of Ontario.

18.04 Dispute Resolution

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

18.05 Notices

Any notice or other communication to be given in connection with this Agreement will be given in writing and will be given by personal delivery or by electronic communication addressed to each member of the NCC or NAC as the case may be or to such other address, individual or electronic communication number as a Party may from time to time advise by notice given pursuant to this Section. Any notice or other communication will be exclusively deemed to have been given, if given by personal delivery, on the day of actual delivery thereof and, if given by electronic communication, on the day of transmittal thereof if transmitted during normal business hours of the recipient and on the Business Day during which such normal business

hours next occur if not so transmitted. The names and business addresses of the members of the NCC are attached as Schedule "S".

18.06 Entire Agreement

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

18.07 Benefit of the Agreement

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

18.08 Counterparts

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

18.09 Official Languages

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

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

Signed this _____ day of _____, 2006.

ON BEHALF OF HER MAJESTY THE
QUEEN IN RIGHT OF CANADA

By: _____
The Honourable Jim Prentice

THE FEDERAL REPRESENTATIVE

By: _____
The Honourable Frank Iacobucci

ASSEMBLY OF FIRST NATIONS

By: _____
Phil Fontaine, National Chief

By: _____
Kathleen Mahoney

INUVIALUIT REGIONAL CORPORATION

By: _____
Hugo Prud'homme

NATIONAL CONSORTIUM

By: _____
Craig Brown

COHEN HIGHLY LLP

By: _____
Russell Raikes

THE UNITED CHURCH OF CANADA

By: _____
Alexander D. Pettingill

NUNAVUT TUNNGAVIK INC.

By: _____
Janice Payne

MAKIVIK CORPORATION

By: _____
Gilles Gagne

MERCHANT LAW GROUP

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

THE PRESBYTERIAN CHURCH IN CANADA

By: _____
S. John Page

THE GENERAL SYNOD OF THE ANGLICAN CHURCH OF CANADA

By: _____
S. John Page

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

By: _____
 Thomas McDonald

THE ROMAN CATHOLIC
 EPISCOPAL CORPORATION OF
 HALIFAX

By: _____
 Hugh Wright

LES SOEURS DE NOTRE DAME-
 AUXILIATRICE

By: _____
 Pierre L. Baribeau

LES SOEURS DE ST. FRANCOIS
 D'ASSISE

By: _____
 Pierre L. Baribeau

INSITUT DES SOEURS DU BON
 CONSEIL

By: _____
 Pierre L. Baribeau

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

By: _____
 Pierre L. Baribeau

LES SOEURS DE JESUS-MARIE

By: _____
 Pierre L. Baribeau

LES SOEURS DE L'ASSOMPTION
 DE LA SAINTE VERGE

By: _____
 Pierre L. Baribeau

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

By: _____
 Pierre L. Baribeau

LES SOEURS DE LA CHARITÉ DE
ST.-HYACINTHEBy: _____
Pierre L. BaribeauLES OEUVRES OBLATES DE
L'ONTARIOBy: _____
Pierre Champagne or Ron CazaLES RÉSIDENCES OBLATES DU
QUÉBECBy: _____
Pierre Champagne or Ron CazaLA CORPORATION EPISCOPALE
CATHOLIQUE ROMAINE DE LA
BAIE JAMES (The Roman Catholic
Episcopal Corporation of James
Bay) THE CATHOLIC DIOCESE
OF MOOSONEEBy: _____
Pierre Champagne or Ron CazaSOEURS GRISES DE
MONTRÉAL/GREY NUNS OF
MONTREALBy: _____
W. Roderick Donlevy or Michel
ThibaultSISTERS OF CHARITY (GREY
NUNS) OF ALBERTABy: _____
W. Roderick Donlevy or Michel
ThibaultLES SOEURS DE LA CHARITÉ DES
T.N.O.By: _____
W. Roderick Donlevy or Michel
ThibaultHÔTEL-DIEU DE NICOLET
(HDN)By: _____
W. Roderick Donlevy

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

By: _____
W. Roderick Donlevy

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

By: _____
Rheal Teffaine

MISSIONARY OBLATES--GRANDIN

By: _____
Curtis Onishenko

LES OBLATS DE MARIE
IMMACULÉE DU MANITOBA

By: _____
Rheal Teffaine

THE ARCHIEPISCOPAL
CORPORATION OF REGINA

By: _____
Archbishop of Regina

THE SISTERS OF THE
PRESENTATION

By: _____
Mitchell Holash

THE SISTERS OF ST. JOSEPH OF
SAULT ST. MARIE

By: _____
Charles Gibson

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

By: _____
Pierre Champagne or Ron Caza

OBLATES OF MARY IMMACULATE-
ST. PETER'S PROVINCE

By: _____
William Sammon

THE SISTERS OF SAINT ANN

By: _____
Patrick J. Delsey Law
Corporation

SISTERS OF INSTRUCTION OF THE CHILD JESUS

By: _____
Violet Allard

THE BENEDICTINE SISTERS OF MT. ANGEL OREGON

By: _____
Azool Jaffer-Jeraj

LES PERES MONTFORTAINS

By: _____
Bernie Buettner

THE ROMAN CATHOLIC BISHOP OF KAMLOOPS CORPORATION SOLE

By: _____
John Hogg

THE BISHOP OF VICTORIA, CORPORATION SOLE

By: _____
Frank D. Corbett

THE ROMAN CATHOLIC BISHOP OF NELSON CORPORATION SOLE

By: _____
John Hogg

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

By: _____
Fr. Terry MacNamara OMI

THE SISTERS OF CHARITY OF PROVIDENCE OF WESTERN CANADA

By: _____
Ray Baril, Q.C.

LA CORPORATION EPISCOPALE CATHOLIQUE ROMAINE DE GROUARD

By: _____
Administrator of the Diocese of Grouard

ROMAN CATHOLIC EPISCOPAL CORPORATION OF KEEWATIN

By: _____
Archbishop of Keewatin

LA CORPORATION
ARCHIÉPISCOPALE CATHOLIQUE
ROMAINE DE ST. BONIFACE

By: _____
Rheal Teffaine

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

By: _____
Rheal Teffaine

ROMAN CATHOLIC
ARCHIEPISCOPAL CORPORATION
OF WINNIPEG

By: _____
Bill Emslie, Q.C.

LA CORPORATION EPISCOPALE
CATHOLIQUE ROMAINE DE
PRINCE ALBERT

By: _____
Mitchell Holash

THE ROMAN CATHOLIC BISHOP
OF THUNDER BAY

By: _____
John Cyr

IMMACULATE HEART
COMMUNITY OF LOS ANGELES
CA

By: _____
Mark Rowan

ARCHDIOCESE OF VANCOUVER
THE ROMAN CATHOLIC
ARCHBISHOP OF VANCOUVER

By: _____
Mary Margaret MacKinnon

ROMAN CATHOLIC DIOCESE OF
WHITEHORSE

By: _____
Azool Jaffer-Jeraj

THE CATHOLIC EPISCOPALE
CORPORATION OF MACKENZIE

By: _____
Archbishop of MacKenzie

THE ROMAN CATHOLIC
EPISCOPAL CORPORATION OF
PRINCE RUPERT

By: _____
Gary R. Brown

FULTON & COMPANY

By: _____
Len Marchand, P. Eng.

ROSE A. KEITH, LLP

By: _____
Rose A. Keith

LACKOWICZ, SHIER & HOFFMAN

By: _____
Dan Shier

CABOTT & CABOTT

By: _____
Laura I. Cabott

KESHEN MAJOR

By: _____
Greg Rickford

BILKEY, QUINN

By: _____
David Bilkey

F. J. SCOTT HALL LAW
CORPORATION

By: _____
Scott Hall

By: _____
Kevin Simcoe
HEATHER SADLER JENKINS

By: _____
Sandra Staats

HUTCHINS GRANT & ASSOCIATES

By: _____
Peter Grant

DUBOFF EDWARDS HAIGHT &
SCHACHTER

By: _____
Harley Schachter

By: _____
Brian O'Reilly

MACDERMID LAMARSH
GORSALITZ

By: _____
Robert Emigh

MACPHERSON LESLIE &
TYERMAN LLP

By: _____
Maurice Laprairie, Q.C.

JOHN A. TAMMING LAW OFFICE

DINNING HUNTER LAMBERT &
JACKSON

By: _____
John A. Tamming

By: _____
Eric Wagner

KOSKIE MINSKY LLP

By:  _____
Kirk M. Baert

SIGNATURES RECEIVED

Received		
June 15/06	ON BEHALF OF HER MAJESTY THE QUEEN IN RIGHT OF CANADA	The Honourable Jim Prentice
June 15/06	THE FEDERAL REPRESENTATIVE	The Honourable Frank Iacobucci
June 14/06	ASSEMBLY OF FIRST NATIONS	Phil Fontaine, National Chief Kathleen Mahoney
June 1/06	NUNAVUT TUNNGAVIK INC.	Janice Payne
June 6/06	INUVIALUIT REGIONAL CORPORATION	Hugo Prud'homme
May 31/06	MAKIVIK CORPORATION	Gilles Gagne
May 31/06	NATIONAL CONSORTIUM	Craig Brown
June 20/06	MERCHANT LAW GROUP	E.F. Anthony Merchant, Q.C.
June 9/06	COHEN HIGHLY LLP	Russell Raikes
June 6/06	THE PRESBYTERIAN CHURCH IN CANADA	Stephen Kendall, Principal Clerk
June 20/06	THE UNITED CHURCH OF CANADA	Jim Sinclair-General Secretary Cynthia Gunn-Legal/Judicial Counsel
July 17/06	SISTERS OF CHARITY, a body corporate also known as Sisters of Charity of St. Vincent de Paul, Halifax also known as Sisters of Charity of Halifax	W. Roderick Donlevy
July 17/06	CORPORATION 101084347 SASKATCHEWAN INC.	Pierre L. Baribeau W. Roderick Donlevy
June 20/06	THE GENERAL SYNOD OF THE ANGLICAN CHURCH OF CANADA	Peter C.H. Blachford Treasurer, General Synod

July 17/06	THE ROMAN CATHOLIC EPISCOPAL CORPORATION OF HALIFAX	W. Roderick Donlevy
July 17/06	LES SOEURS DE NOTRE DAME- AUXILIATRICE	Pierre L. Baribeau
July 17/06	LES SOEURS DE ST. FRANCOIS D'ASSISE	Pierre L. Baribeau
July 17/06	INSITUT DES SOEURS DU BON CONSEIL	Pierre L. Baribeau
July 17/06	LES SOEURS DE SAINT-JOSEPH DE SAINT-HYACINTHE (The Sisters of St. Joseph of St. Hyacinthe)	Pierre L. Baribeau
July 17/06	LES SOEURS DE JESUS-MARIE	Pierre L. Baribeau
July 17/06	LES SOEURS DE L'ASSOMPTION DE LA SAINTE VERGE	Pierre L. Baribeau
July 17/06	LES SOEURS DE L'ASSOMPTION DE LA SAINT VIERGE DE L'ALBERTA	Pierre L. Baribeau
July 17/06	LES SOEURS DE LA CHARITÉ DE ST.-HYACINTHE	Pierre L. Baribeau
July 17/06	LES OEUVRES OBLATES DE L'ONTARIO	W. Roderick Donlevy
July 17/06	LES RÉSIDENCES OBLATES DU QUÉBEC	W. Roderick Donlevy
July 17/06	LA CORPORATION EPISCOPALE CATHOLIQUE ROMAINE DE LA BAIE JAMES (The Roman Catholic Episcopal Corporation of James Bay) THE CATHOLIC DIOCESE OF MOOSONEE	W. Roderick Donlevy
July 17/06	SOEURS GRISES DE MONTREAL/GREY NUNS OF MONTREAL	Pierre L. Baribeau

July 17/06	SISTERS OF CHARITY (GREY NUNS) OF ALBERTA	W. Roderick Donlevy
July 17/06	LES SOEURS DE LA CHARITÉ DES T.N.O.	W. Roderick Donlevy
July 17/06	HÔTEL-DIEU DE NICOLET (HDN)	W. Roderick Donlevy
July 17/06	THE GREY NUNS OF MANITOBA INC. – LES SOEURS GRISES DU MANITOBA INC.	W. Roderick Donlevy
July 17/06	LA CORPORATION EPISCOPAL CATHOLIQUE ROMAINE DE LA BAIE D' HUDSON THE ROMAN CATHOLIC EPISCOPAL CORPORATION OF HUDSON'S BAY	W. Roderick Donlevy
July 17/06	MISSIONARY OBLATES– GRANDIN	W. Roderick Donlevy
July 17/06	LES OBLATS DE MARIE IMMACULÉE DU MANITOBA	W. Roderick Donlevy
July 17/06	THE ARCHIEPISCOPAL CORPORATION OF REGINA	W. Roderick Donlevy
July 17/06	THE SISTERS OF THE PRESENTATION	Mitchell Holash
July 17/06	THE SISTERS OF ST. JOSEPH OF SAULT ST. MARIE	W. Roderick Donlevy
July 17/06	LES SOEURS DE LA CHARITÉ D'OTTAWA – SISTERS OF CHARITY OF OTTAWA	W. Roderick Donlevy
May 31/06	OBLATES OF MARY IMMACULATE-ST. PETER'S PROVINCE	Gilbert J.S. – Mason, OMI Jan Rademaker, OMI
July 17/06	THE SISTERS OF SAINT ANN	W. Roderick Donlevy
July 17/06	SISTERS OF INSTRUCTION OF THE CHILD JESUS	W. Roderick Donlevy

July 17/06	THE BENEDICTINE SISTERS OF MT. ANGEL OREGON	W. Roderick Donlevy
July 17/06	LES PERES MONTFORTAINS	W. Roderick Donlevy
July 17/06	THE ROMAN CATHOLIC BISHOP OF KAMLOOPS CORPORATION SOLE	W. Roderick Donlevy
July 17/06	THE BISHOP OF VICTORIA, CORPORATION SOLE	Frank D. Corbett
July 17/06	THE ROMAN CATHOLIC BISHOP OF NELSON CORPORATION SOLE	W. Roderick Donlevy
July 17/06	ORDER OF THE OBLATES OF MARY IMMACULATE IN THE PROVINCE OF BRITISH COLUMBIA	W. Roderick Donlevy
July 17/06	THE SISTERS OF CHARITY OF PROVIDENCE OF WESTERN CANADA	W. Roderick Donlevy
July 17/06	LA CORPORATION EPISCOPALE CATHOLIQUE ROMAINE DE GROUARD	Rev. Charles Lavoie, Vicar General
July 17/06	ROMAN CATHOLIC EPISCOPAL CORPORATION OF KEEWATIN	W. Roderick Donlevy
July 17/06	LA CORPORATION ARCHIÉPISCOPALE CATHOLIQUE ROMAINE DE ST. BONIFACE	W. Roderick Donlevy
July 17/06	LES MISSIONNAIRES OBLATES DE ST. BONIFACE THE MISSIONARY OBLATES SISTERS OF ST. BONIFACE	W. Roderick Donlevy
July 17/06	ROMAN CATHOLIC ARCHIEPISCOPAL CORPORATION OF WINNIPEG	W. Roderick Donlevy

July 17/06	LA CORPORATION EPISCOPALE CATHOLIQUE ROMAINE DE PRINCE ALBERT	Mitchell Holash
July 17/06	THE ROMAN CATHOLIC BISHOP OF THUNDER BAY	W. Roderick Donlevy
July 17/06	IMMACULATE HEART COMMUNITY OF LOS ANGELES CA	W. Roderick Donlevy
July 17/06	ARCHDIOCESE OF VANCOUVER THE ROMAN CATHOLIC ARCHBISHOP OF VANCOUVER	W. Roderick Donlevy
July 17/06	ROMAN CATHOLIC DIOCESE OF WHITEHORSE	W. Roderick Donlevy
	THE CATHOLIC EPISCOPALE CORPORATION OF MACKENZIE- FORT SMITH	Archbishop of MacKenzie
July 17/06	THE ROMAN CATHOLIC EPISCOPAL CORPORATION OF PRINCE RUPERT	W. Roderick Donlevy.
	DIOCESE OF SASKATOON	W. Roderick Donlevy
	OMI LACOMBE AND CORPORATION	W. Roderick Donlevy
June 1/06	FULTON & COMPANY	Len Marchand, P. Eng.
May 24/06	ROSE A. KEITH, LLP	Rose A. Keith
June 6/06	LACKOWICZ, SHIER & HOFFMAN	Dan Shier
May 29/06	CABOTT & CABOTT	Laura I. Cabott
June 6/06	KESHEN MAJOR	Greg Rickford
June 7/07	BILKEY, QUINN	David Bilkey Kevin Simcoe
May 31/06	F. J. SCOTT HALL LAW CORPORATION	Scott Hall

May 30/06	HEATHER SADLER JENKINS	Sandra Staats
May 29/06	HUTCHINS GRANT & ASSOCIATES	Peter Grant Brian O'Reilly
June 7/06	DUBOFF EDWARDS HAIGHT & SCHACHTER	Harley Schachter
May 31/06	MACDERMID LAMARSH GORSALITZ (Fort McMurray)	Robert Emigh
May 31/06	MACDERMID LAMARSH (Saskatoon)	Robert Emigh
May 31/06	MACPHERSON LESLIE & TYERMAN LLP	Maurice Laprairie, Q.C.
May 30/06	JOHN A. TAMMING LAW OFFICE	John A. Tamming
June 5/06	DINNING HUNTER LAMBERT & JACKSON	Eric Wagner
June 8/06	KOSKIE MINSKY LLP	Kirk M. Baert
June 8/06	WALLBRIDGE, WALLBRIDGE	Kathleen Erin Cullin
May 31/06	GILLES GAGNÉ	Gilles Gagné
July 6/06	GREY MUNDAY LLP	Leighton B. U. Grey
	CRYSTAL MCLEOD LAW FIRM	Crystal McLeod


18.09 Official Languages

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

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

Signed this 15 day of June, 2006.

ON BEHALF OF HER MAJESTY THE
QUEEN IN RIGHT OF CANADA


The Honourable Jim Prentice

THE FEDERAL REPRESENTATIVE

By: 
The Honourable Frank Iacobucci

ASSEMBLY OF FIRST NATIONS

By: *Phil Fontaine*
Phil Fontaine, National Chief

By: *Kathleen Mahoney*
Kathleen Mahoney

NUNAVUT TUNNGAVIK INC.

By: _____
Janice Payne

INUVIALUIT CORPORATION

By: _____
Hugo Prud'homme

MAKIVIK CORPORATION

By: _____
Gilles Gagne

NATIONAL CONSORTIUM

By: _____
Craig Brown

MERCHANT LAW GROUP

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

COHEN HIGHLY LLP

By: _____
Russell Raikes

THE PRESBYTERIAN CHURCH
IN CANADA

By: _____
S. John Page

THE UNITED CHURCH OF
CANADA

By: _____
Alexander D. Pettingill

THE GENERAL SYNOD OF THE
ANGLICAN CHURCH OF
CANADA

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S. John Page

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CANADABy: _____
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E.F. Anthony Merchant, Q.C.THE PRESBYTERIAN CHURCH
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CANADABy: _____
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ASSEMBLY OF FIRST NATIONS

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Kathleen Mahoney

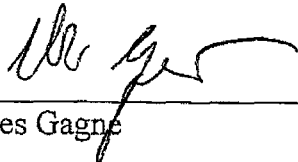
NUNAVUT TUNNGAVIK INC.

By: _____
Janice Payne

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Hugo Prud'homme

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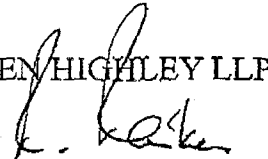
INUVIALUIT REGIONAL CORPORATION

By: _____
Hugo Prud'homme

NATIONAL CONSORTIUM

By: _____
Craig Brown

COHEN/HIGHLEY LLP

By:  _____
Russell Raikes

THE UNITED CHURCH OF CANADA

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Alexander D. Pettingill

NUNAVUT TUNNGAVIK INC.

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Janice Payne

MAKIVIK CORPORATION

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Gilles Gagne

MERCHANT LAW GROUP

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E.F. Anthony Merchant, Q.C.

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NATIONAL CONSORTIUM

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Janice Payne

MAKIVIK CORPORATION

By: _____
Gilles Gagne

MERCHANT LAW GROUP

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

THE PRESBYTERIAN CHURCH IN CANADA

By: Stephen Kendall
~~S. John Page~~
Stephen Kendall, Principal Clerk

THE GENERAL SYNOD OF THE ANGLICAN CHURCH OF CANADA

By: _____
S. John Page

ASSEMBLY OF FIRST NATIONS

By: _____
Phil Fontaine, National Chief

By: _____
Kathleen Mahoney

INUVIALUIT CORPORATION

By: _____
Hugo Prud'homme

NATIONAL CONSORTIUM

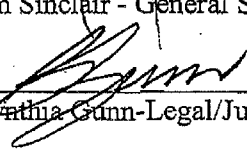
By: _____
Craig Brown

COHEN HIGHLY LLP

By: _____
Russell Raikes

THE UNITED CHURCH OF CANADA

By: 
Jim Sinclair - General Secretary

By: 
Cynthia Gunn - Legal/Judicial Counsel

NUNAVUT TUNNGAVIK INC.

By: _____
Janice Payne

MAKIVIK CORPORATION

By: _____
Gilles Gagne

MERCHANT LAW GROUP

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

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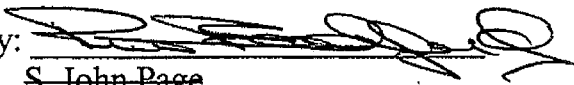
MERCHANT LAW GROUP

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

THE PRESBYTERIAN CHURCH IN CANADA


By: _____
S. John Page

THE GENERAL SYNOD OF THE ANGLICAN CHURCH OF CANADA

By: 
S. John Page
Peter C. H. Blachford
Treasurer, General Synod

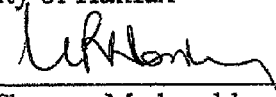
CORPORATION

101084347 SASKATCHEWAN INC.

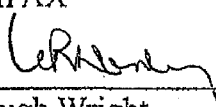
By: 
Pierre L. Baribeau

By: 
W. Roderick Donlevy


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

By: 
Thomas McDonald

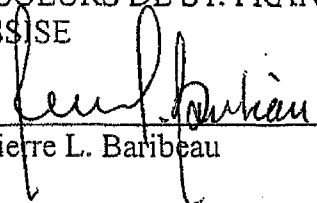
THE ROMAN CATHOLIC
EPISCOPAL CORPORATION OF
HALIFAX

By: 
Hugh Wright

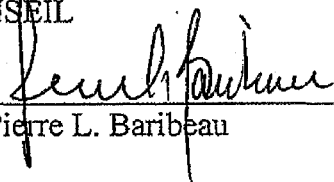
LES SOEURS DE NOTRE DAME-
AUXILIATRICE

By: 
Pierre L. Baribeau

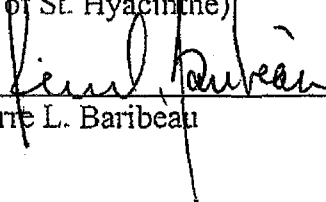
LES SOEURS DE ST. FRANCOIS
D'ASSISE

By: 
Pierre L. Baribeau

INSITUT DES SOEURS DU BON
CONSEIL

By: 
Pierre L. Baribeau

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

By: 
Pierre L. Baribeau

LES SOEURS DE JESUS-MARIE

By: 
Pierre L. Baribeau

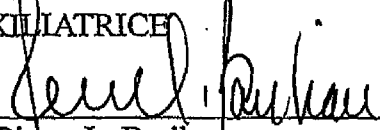
SISTERS OF CHARITY, a body corporate also known as Sisters of Charity of St. Vincent de Paul, Halifax also known as Sisters of Charity of Halifax

By: 
Thomas McDonald

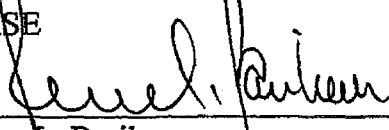
THE ROMAN CATHOLIC EPISCOPAL CORPORATION OF HALIFAX

By: _____
Hugh Wright

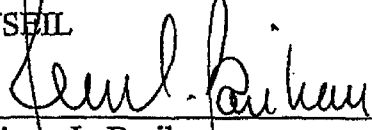
LES SOEURS DE NOTRE DAME-AUXILIATRICE

By: 
Pierre L. Baribeau

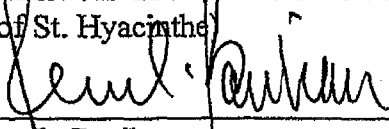
LES SOEURS DE ST. FRANCOIS D'ASSISE

By: 
Pierre L. Baribeau

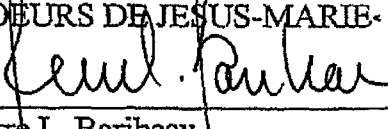
INSITUT DES SOEURS DU BON CONSEIL

By: 
Pierre L. Baribeau

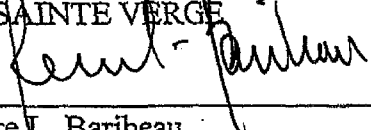
LES SOEURS DE SAINT-JOSEPH DE SAINT-HYACINTHE (The Sisters of St. Joseph of St. Hyacinthe)

By: 
Pierre L. Baribeau

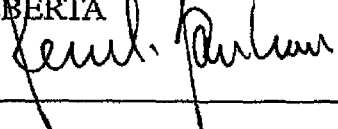
LES SOEURS DE JESUS-MARIE-

By: 
Pierre L. Baribeau

LES SOEURS DE L'ASSOMPTION DE LA SAINTE VERGE

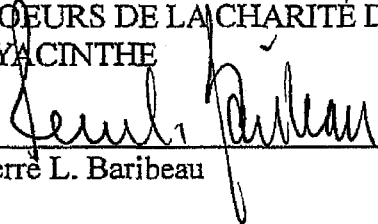
By: 
Pierre L. Baribeau

LES SOEURS DE L'ASSOMPTION DE LA SAINTE VERGE DE L'ALBERTA

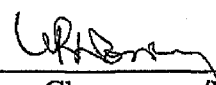
By: 

Pierre L. Baribeau

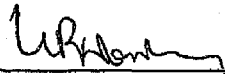
LES SOEURS DE LA CHARITÉ DE
ST.-HYACINTHE

By: 
Pierre L. Baribeau

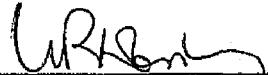
LES OEUVRES OBLATES DE
L'ONTARIO

By: 
Pierre Champagne/Ron Caza

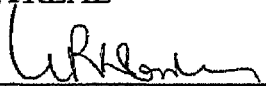
LES RÉSIDENCES OBLATES DU
QUÉBEC

By: 
Pierre Champagne/Ron Caza


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

By: 
Pierre Champagne/Ron Caza

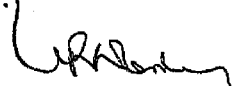
SOEURS GRISES DE
MONTRÉAL/GREY NUNS OF
MONTREAL

By: 
W. Roderick Donlevy/Michel
Thibault

SISTERS OF CHARITY (GREY
NUNS) OF ALBERTA

By: 
W. Roderick Donlevy/Michel
Thibault

LES SOEURS DE LA CHARITÉ DES
T.N.O.)

By: 
W. Roderick Donlevy/ Michel
Thibault

HÔTEL-DIEU DE NICOLET
(HDN)

By: 

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

By: W. Roderick Donlevy
W. Roderick Donlevy

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

By: Rheal Teffaine
Rheal Teffaine

MISSIONARY OBLATES-GRANDIN

By: Curtis Onishenko
Curtis Onishenko

LES OBLATS DE MARIE
IMMACULÉE DU MANITOBA

By: Rheal Teffaine
Rheal Teffaine

THE ARCHIEPISCOPAL
CORPORATION OF REGINA

By: James Ehmann, Q.C.
James Ehmann, Q.C.

THE SISTERS OF THE
PRESENTATION

By: Mitchell Holash
Mitchell Holash

THE SISTERS OF ST. JOSEPH OF
SAULT ST. MARIE

By: Charles Gibson
Charles Gibson

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

By:

OBLATES OF MARY IMMACULATE-
ST. PETER'S PROVINCE

By: William Sammon
William Sammon

THE SISTERS OF SAINT ANN

By: Patrick J. Delsey Law Corporation
Patrick J. Delsey Law
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THE GREY NUNS OF MANITOBA
INC. - LES SOEURS GRISES DU
MANITOBA INC.

By: _____
W. Roderick Donlevy

LA CORPORATION EPISCOPAL
CATHOLIQUE ROMAINE DE LA
BAIE D' HUDSON THE ROMAN
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Rheal Teffaine

MISSIONARY OBLATES-GRANDIN

By: _____
Curtis Onishenko

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Gilbert J.S.-Mason, OMI
Jan Rademaker, OMI

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Violet Allard

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By: [Signature]
Azool Jaffer-Jeraj

LES PERES MONTFORTAINS

By: [Signature]
Bernie Buettner

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By: [Signature]
John Hogg

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Frank D. Corbett

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By: [Signature]
Ray Baril, Q.C.

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Karen Trace

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By: _____
Ray Baril, Q.C.

LA CORPORATION EPISCOPALE CATHOLIQUE ROMAINE DE GROUARD

By: Rev. Charles Lavoie
Rev. Charles A. Lavoie,
Vicar General

ROMAN CATHOLIC EPISCOPAL CORPORATION OF KEEWATIN

By: _____
James Ehmann, Q.C.

I, Karen M. Trace, a Notary Public in and for the Province of Alberta, residing in the City of Edmonton, do hereby certify that this paper writing is a true copy of the original document.
Dated this 20th day of June, 2006.

Karen M. Trace
Notary Public in and for the Province of Alberta

LA CORPORATION
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ROMAINE DE ST. BONIFACE

By: [Signature]
Rheal Teffaine

LES MISSIONNAIRES OBLATES
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MISSIONARY OBLATES SISTERS
OF ST. BONIFACE

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Rheal Teffaine

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Bill Emslie, Q.C.

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OF THUNDER BAY

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CA

By: [Signature]
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THE ROMAN CATHOLIC
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Mary Margaret MacKinnon

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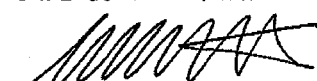
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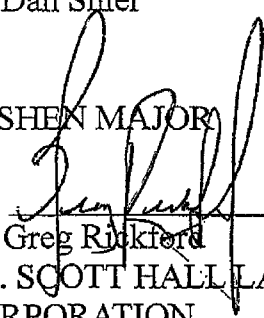
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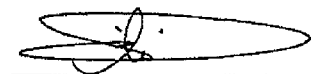
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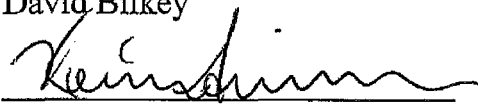
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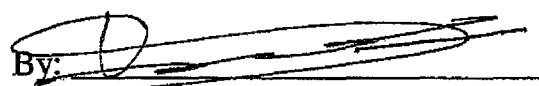
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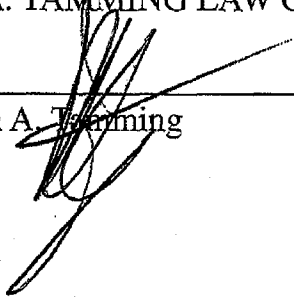
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Maurice Laprairie, Q.C.

JOHN A. TAMMING LAW OFFICE

By: _____
John A. Tamming

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DINNING HUNTER LAMBERT &
JACKSON

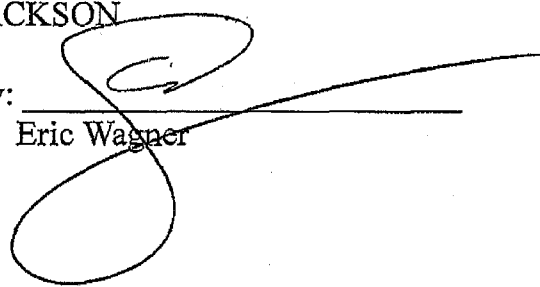
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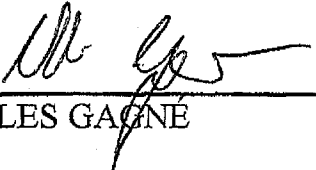
KOSKIE MINSKY LLP

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By:  _____
Leighton B. U. Grey

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Government of Canada

2006 May 08

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PAGE 1 OF 10

**APPLICATION FOR COMMON EXPERIENCE PAYMENT
FOR FORMER STUDENTS WHO RESIDED AT
INDIAN RESIDENTIAL SCHOOL(S)**

ESTATE If you are applying for a person who died after May 30, 2005 or for someone who resided at Mohawk Institute who died after October 5, 1996 (please use form XXX).				
1. IDENTIFICATION		First and Middle Name	Current Last Name	Language Preference
<input type="checkbox"/> Mr <input type="checkbox"/> Mrs <input type="checkbox"/> Miss <input type="checkbox"/> Ms				<input type="checkbox"/> English <input type="checkbox"/> French
NAME AT BIRTH (IF DIFFERENT FROM ABOVE)				
2. MAILING ADDRESS (No., Street, Apt., R.R.)			City	
Province or Territory		Country	Postal Code	Telephone number
				() -
3. DATE OF BIRTH (PROOF OF AGE REQUIRED, SEE PAGE 4)				
DAY	MONTH	YEAR	PROVINCE OF BIRTH	
/	/	/		
PLEASE INDICATE WHICH GROUP YOU BELONG TO:				
<input type="checkbox"/> Status Indian <input type="checkbox"/> Non-Status Indian <input type="checkbox"/> Métis <input type="checkbox"/> Inuit/Inuvialuit				

For Common Experience Application assistance, please call 1-866-699-1742
 For assistance from the National Survivors Support Line, 24 Hours, 7 Days a week
 please call 1-866-925-4419



4. INDIAN RESIDENTIAL SCHOOL(S) AT WHICH YOU RESIDED

Please tell us, to the best of your recollection, about all of the schools at which you resided. You will need to indicate the number of your school(s) from the approved list on Page 6-10 and tell us when you started and when you left.

School #	<input type="text"/>	From	<u> </u> / <u> </u> <u> </u>	To	<u> </u> / <u> </u> <u> </u>
			MONTH / SEASON YEAR		MONTH / SEASON YEAR
School #	<input type="text"/>	From	<u> </u> / <u> </u> <u> </u>	To	<u> </u> / <u> </u> <u> </u>
			MONTH / SEASON YEAR		MONTH / SEASON YEAR
School #	<input type="text"/>	From	<u> </u> / <u> </u> <u> </u>	To	<u> </u> / <u> </u> <u> </u>
			MONTH / SEASON YEAR		MONTH / SEASON YEAR
School #	<input type="text"/>	From	<u> </u> / <u> </u> <u> </u>	To	<u> </u> / <u> </u> <u> </u>
			MONTH / SEASON YEAR		MONTH / SEASON YEAR

If you couldn't find the name of your school on the approved list, write the name here _____
 Because you resided at a school that is not on the approved list, you may not receive any payment for the years that you resided at that school. We will verify your application and let you know as soon as possible.

5. IF YOU WOULD LIKE DIRECT DEPOSIT *(In Canada Only)*

Do you want your Common Experience Payments deposited into your account at a financial institution?

- No
 Yes (Complete this section)

If you have a Chequing Account, please attach an unsigned personalized cheque. Write the word "VOID" on the front of the cheque.

OR

If you have a Savings Account, complete the boxes below (you may wish to contact your financial institution to obtain this information):

Branch Number	Institution Number	Account Number
<input type="text"/>	<input type="text"/>	<input type="text"/>
Name(s) on the account	Telephone number of your financial institution	
<input type="text"/>	<input type="text"/>	

For Common Experience Application assistance, please call 1-866-699-1742
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 please call 1-866-925-4419


PROOF OF AGE AND IDENTITY REQUIREMENTS FOR QUESTION 3

PAGE 3 OF 10

IDENTITY DOCUMENTS

1. You must submit your original Birth Certificate with your application form. If you mail your application, your birth certificate will be returned to you.
2. If you do not have an original birth certificate, we recommend that you visit an Outreach or Service Canada centre and you must present two (2) of the following documents, one of which must have a photograph:
 - * Certificate of Indian Status (issued by Indian and Northern Affairs Canada);
 - * Provincial/Territorial Driver's Licence;
 - * Provincial/Territorial Health Card;
 - * Canadian Passport;
 - * Social Insurance Card
3. For mail in applications where an original birth certificate is not available, you must submit a certified copy of at least two (2) of the documents. Your original documents must be presented to an individual who will certify that these documents pertain to your identity. This person must be a Canadian citizen residing in Canada, must be available to Service Canada for verification and must have known you personally for a minimum of two years.

Please note that you cannot certify a copy of your own documents.

The following can certify your documents and must include their name, position and date certified on the certified copy:

- * Chief or councillor of an Indian Band or First Nation
- * Council of the M  tis Settlements General Council and Members of the Saskatchewan Provincial M  tis Council
- * Dentist
- * Geoscientist
- * Judge
- * Lawyer (member of a provincial bar association), notary in Quebec
- * Magistrate
- * Mayor
- * Medical doctor
- * Minister of religion authorized under provincial law to perform marriages
- * Notary public
- * Optometrist
- * Pharmacist
- * Police officer (municipal, provincial or RCMP)
- * Postmaster
- * Principal of a primary or secondary school
- * Professional accountant (APA, CA, CGA, CMA, PA, RPA)
- * Professional engineer (P.Eng., Eng. in Quebec)
- * Senior administrator in a community college (includes CEGEPs)
- * Senior administrator or teacher in a university
- * Social Worker with MSW (Master in Social Work)
- * Veterinarian

I consent to Service Canada assisting me in establishing my identity in applying for the Common Experience Payment (please place a check mark in the box)

Additional documents or information may be requested in support of the Identity registration process.

For Common Experience Application assistance, please call 1-866-699-1742
 For assistance from the National Survivors Support Line, 24 Hours, 7 Days a week
 please call 1-866-925-4419

**SIGNATURE**

My signature/mark indicates the information I have provided in this application is true and accurate to the best of my knowledge. I acknowledge that knowingly making a false or fraudulent application could result in criminal prosecution. I understand that every application is subject to verification.

Applicant's Signature

Day

Month

Year

▶ _____

SIGNATURE WITH A MARK

If the applicant signed with a mark (for example "X"), the mark must be made in the presence of a witness who may be a relative.

The witness must provide the following information:

Witness's first name, initial and last name

Relationship to the applicant

ADDRESS (No., Street, Apt., R.R.)

City

Province or Territory

Country

Postal Code

Telephone number

() -

If the applicant signed with a mark, the witness must also sign the following declaration:

I have read the content of this application to the applicant who understands and confirms the complete contents and who made his or her mark in my presence.

Signature of witness

▶ _____

Date _____

Day

Month

Year

For Common Experience Application assistance, please call 1-866-699-1742
 For assistance from the National Survivors Support Line, 24 Hours, 7 Days a week
 please call 1-866-925-4419



7. FORMS MUST BE MAILED TO THE FOLLOWING ADDRESS:

Service Canada

FOR OFFICE USE ONLY

Recommended by

DD

MM

YY

Approved for payment by

DD

MM

YY

For Common Experience Application assistance, please call 1-866-699-1742
For assistance from the National Survivors Support Line, 24 Hours, 7 Days a week
please call 1-866-925-4419



INDIAN RESIDENTIAL SCHOOL IDENTIFICATION

Complete Question 5 by entering the number corresponding to the school(s) at which you resided.

Residential Schools

YUKON RESIDENTIAL SCHOOLS

01	Carcross (Choooutla)	Carcross
02	Coudert Hall (Whitehorse Hostel/Student Residence – Predecessor to Yukon Hall)	Whitehorse
03	Shingle Point (Predecessor to All Saints, Aklavik)	Shingle Point
04	Whitehorse Baptist	Whitehorse
05	Yukon Hall (Whitehorse/Protestant Hostel)	Whitehorse

NORTHWEST TERRITORIES RESIDENTIAL SCHOOLS

06	Aklavik (Immaculate Conception)	Aklavik
07	Aklavik (All Saints)	Aklavik
08	Fort McPherson (Flemming Hall)	Fort McPherson
09	Fort Providence (Sacred Heart)	Fort Providence
10	Fort Resolution (St. Joseph's)	Fort Resolution
11	Fort Simpson (Bompas Hall)	Fort Simpson
12	Fort Simpson (Lapointe Hall)	Fort Simpson
13	Fort Smith (Breynat Hall)	Fort Smith
14	Fort Smith (Grandin College)	Fort Smith
15	Hay River (St. Peter's)	Hay River
16	Inuvik (Grollier Hall)	Inuvik
17	Inuvik (Stringer Hall)	Inuvik
18	Yellowknife (Akaitcho Hall)	Yellowknife

NUNAVUT RESIDENTIAL SCHOOLS

19	Chesterfield Inlet (Turquetil Hall)	Chesterfield Inlet
20	Coppermine (Tent Hostel)	Coppermine
21	Federal Hostel at Baker Lake	Qamani'tuaq, Qamanittuaq
22	Federal Hostel at Belcher Islands	Sanikiluaq
23	Federal Hostel at Broughton Island	Qikiqtarjuaq
24	Federal Hostel at Cambridge Bay	Cambridge Bay
25	Federal Hostel at Cape Dorset	Kinngait
26	Federal Hostel at Eskimo Point	Arviat

For Common Experience Application assistance, please call 1-866-699-1742
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INDIAN RESIDENTIAL SCHOOL IDENTIFICATION

Complete Question 5 by entering the number corresponding to the school(s) at which you resided.

Residential Schools

NUNAVUT RESIDENTIAL SCHOOLS

27	Federal Hostel at Frobisher Bay (Ukkivik)	Iqaluit
28	Federal Hostel at Igloolik	Igloolik/Iglulik
29	Federal Hostel at Lake Harbour	Kimmirut
30	Federal Hostel at Pangnirtung (Pangnirtang)	Pangnirtung / Panniqtuuq
31	Federal Hostel at Pond Inlet	Mittimatalik

BRITISH COLUMBIA RESIDENTIAL SCHOOLS

32	Ahousaht	Ahousaht
33	Alberni	Port Alberni
34	Cariboo (St. Joseph's, Williams Lake)	Williams Lake
35	Christie (Clayoquot, Kakawis)	Tofino
36	Coqualeetza	Chilliwack / Sardis
37	Cranbrook (St. Eugene's, Kootenay)	Cranbrook
38	Kamloops	Kamloops
39	Kitimaat	Kitimaat
40	Kuper Island	Chemainus
41	Lejac (Fraser Lake)	Fraser Lake
42	Lower Post	Lower Post
43	Port Simpson (Crosby Home for Girls)	Port Simpson
44	St. George's (Lytton)	Lytton
45	St. Mary's (Mission)	Mission
46	St. Michael's (Alert Bay Girls' Home, Alert Bay Boys' Home)	Alert Bay
47	Sechelt	Sechelt
48	St. Paul's (Squamish, North Vancouver)	North Vancouver

ALBERTA RESIDENTIAL SCHOOLS

49	Assumption (Hay Lakes)	Hay Lakes Indian Reserve
50	Blue Quills (Saddle Lake, Lac la Biche, Sacred Heart)	St. Paul

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INDIAN RESIDENTIAL SCHOOL IDENTIFICATION

Complete Question 5 by entering the number corresponding to the school(s) at which you resided.

Residential Schools

ALBERTA RESIDENTIAL SCHOOLS

51	Crowfoot (Blackfoot, St. Joseph's, Ste. Trinite)	Cluny, Blackfoot Reserve
52	Desmarais (Wabiscau Lake, St. Martin's, Wabasca RC)	Desmarais
53	Edmonton (Poundmaker, post Red Deer Industrial)	St. Albert
54	Ermineskin (Hobbema)	Hobbema, Ermineskin Reserve
55	Fort Vermilion (St. Henry's)	Fort Vermilion
56	Grouard (St. Bernard's, Lesser Slave Lake RC)	Grouard
57	Holy Angels (Fort Chipewyan)	Fort Chipewyan
58	Joussard (St. Bruno's)	Joussard
59	Lac la Biche (Notre Dame de la Victoire)	Lac la Biche
60	Lesser Slave Lake (St. Peter's)	Lesser Slave Lake
61	Morley (Stony/Stoney, McDougall Orphanage)	Morley
62	Old Sun (Blackfoot)	Gleichen, Blackfoot Reserve
63	Sacred Heart (Peigan, Brocket)	Brocket, Peigan Reserve
64	St. Albert (Youville, Sturgeon River)	St. Albert
65	St. Augustine (Smoky River)	Smoky River
66	St. Cyprian (Victoria Home, Peigan)	Brocket, Peigan Reserve
67	St. Joseph's (High River, Dunbow)	High River
68	St. Mary's (Blood, Immaculate Conception)	Blood Indian Reserve
69	St. Paul's (Blood CE)	Blood Reserve
70	Sarcee	Sarcee Junction
71	Sturgeon Lake (Calais, St. Francis Xavier)	Calais
72	Wabasca (St. John's)	Wabasca
73	Whitefish Lake (St. Andrew's)	St. Andrew's Mission

SASKATCHEWAN RESIDENTIAL SCHOOLS

74	Beauval (Lac Laplonge)	Beauval
75	Crowstand	Kamsack
76	File Hills	Balcarres
77	Gordon's	Gordon's Reserve, Punnichy
78	Lebret (Qu'Appelle, Whitecalf, St. Paul's High School)	Lebret

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INDIAN RESIDENTIAL SCHOOL IDENTIFICATION

Complete Question 5 by entering the number corresponding to the school(s) at which you resided.

Residential Schools

SASKATCHEWAN RESIDENTIAL SCHOOLS

79	Marieval (Cowessess, Crooked Lake)	Grayson
80	Muscowequan (Lestock, Touchwood)	Lestock
81	Prince Albert (Onion Lake, St. Alban's, All Saints, St. Barnabas, Lac La Ronge)	Prince Albert
82	Regina	Regina
83	Round Lake	Stockholm
84	St. Anthony's (Onion Lake, Sacred Heart)	Onion Lake
85	St. Michael's (Duck Lake)	Duck Lake
86	St. Philip's	Kamsack
87	Sturgeon Landing (Predecessor to Guy, MB)	Sturgeon Landing
88	Thunderchild (Delmas, St. Henri)	Delmas

MANITOBA RESIDENTIAL SCHOOLS

89	Assiniboia (Winnipeg)	Winnipeg
90	Birtle	Birtle
91	Brandon	Brandon
92	Churchill Vocational Centre	Churchill
93	Cross Lake (St. Joseph's, Norway House, Jack River)	Cross Lake
94	Dauphin (McKay)	The Pas / Dauphin, MB
95	Elkhorn (Washakada)	Elkhorn
96	Fort Alexander (Pine Falls)	Fort Alexander
97	Fort Pelly	Fort Pelly
98	Guy (Clearwater, The Pas, formerly Sturgeon Landing, SK)	The Pas
99	Norway House	Norway House
100	Pine Creek (Camperville)	Camperville
101	Portage la Prairie	Portage la Prairie
102	Sandy Bay	Marius

ONTARIO RESIDENTIAL SCHOOLS

103	Bishop Horden Hall (Moose Fort, Moose Factory)	Moose Island
104	Cecilia Jeffrey (Kenora, Shoal Lake)	Kenora

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INDIAN RESIDENTIAL SCHOOL IDENTIFICATION

Complete Question 5 by entering the number corresponding to the school(s) at which you resided.

Residential Schools

ONTARIO RESIDENTIAL SCHOOLS

105	Chapleau (St. Joseph's)	Chapleau
106	Fort Frances	Fort Frances
107	Fort William (St. Joseph's)	Fort William
108	McIntosh (Kenora)	McIntosh
109	Mohawk Institute	Brantford
110	Mount Elgin (Muncey, St. Thomas)	Munceytown
111	Pelican Lake (Pelican Falls)	Sioux Lookout
112	Poplar Hill	Poplar Hill
113	St. Anne's (Fort Albany)	Fort Albany
114	St. Mary's (Kenora, St. Anthony's)	Kenora
115	Shingwauk	Sault Ste. Marie
116	Spanish Boys School (Charles Garnier, St. Joseph's, formerly Wikwemikong Industrial)	Spanish
117	Spanish Girls School (St. Joseph's, St. Peter's, St. Anne's formerly Wikwemikong Industrial)	Spanish

QUEBEC RESIDENTIAL SCHOOLS

118	Amos (St. Marc de Figuerly)	Amos
119	Pointe Bleue	Pointe Bleue
120	La Tuque	La Tuque
121	Fort George (St. Philip's)	Fort George
122	Fort George (St. Joseph's Mission, Residence Couture, Ste-Thérèse de l'enfant de Jésus)	Fort George
123	Sept-Iles (Notre Dame, Malliotenam)	Sept-Iles
124	Federal Hostel at George River	Kangirsualussuaq
125	Federal Hostel at Great Whale River (Poste-de-la-Baleine)	Kuujuaraapik / Whapmagoostui
126	Federal Hostel at Payne Bay (Bellin)	Kangirsuk
127	Federal Hostel at Port Harrison (Inoucdjouac, Innoucdouac)	Inukjuak

NOVA SCOTIA RESIDENTIAL SCHOOLS

128	Shubenacadie	Shubenacadie
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For Common Experience Application assistance, please call 1-866-699-1742
 For assistance from the National Survivors Support Line, 24 Hours, 7 Days a week
 please call 1-866-925-4419

SCHEDULE "B"

The Incorporated Synod of the Diocese of Algoma

The Synod of the Diocese of Athabasca

The Synod of the Diocese of Brandon

The Anglican Synod of the Diocese of British Columbia

The Synod of the Diocese of Calgary

The Diocese of the Synod of Cariboo

The Incorporated Synod of the Diocese of Huron

The Synod of the Diocese of Keewatin

The Bishop of Moosonee

The Synod of the Diocese of New Westminster

The Synod of the Diocese of Qu'Appelle

The Synod of the Anglican Church of the Diocese of Quebec

The Diocese of Saskatchewan

The Synod of the Diocese of Yukon

CORPORATE CATHOLIC DEFENDANTS - April 11, 2006

SCHEDULE C

ENTITY AND ADDRESS	ADDRESS FOR SERVICE
<p>1. Sisters of Charity, a body corporate also known as Sisters of Charity of St. Vincent de Paul, Halifax also known as Sisters of Charity of Halifax 150 Bedford Highway Halifax NS B3M 3J5</p>	<p>Thomas Macdonald Blois Nickerson & Bryson Barristers and Solicitors 1568 Hollis Street P.O. Box 2147 Halifax NS B3J 3B7</p>
<p>2. The Roman Catholic Episcopal Corporation of Halifax 151 Grafton Street Halifax NS B3J 2Y3</p>	<p>Hugh Wright McInnes Cooper 1601 Lower Water Street P.O. Box 730 Halifax NS B3J 2V1 (902) 444-8616 (phone) (902) 425-6350 (fax)</p>
<p>3. Les Soeurs De Notre Dame-Auxiliatrice 895 Perreault Street East Rouyn-Norand QC J9X 5H5</p>	<p>Pierre-L. Baribeau Lavery de Billy 1 Place Ville-Marie Bureau 4000 Montréal QC H3B 4M4 (514) 877-2965 (phone) (514) 871-8977 (fax)</p>
<p>4. Les Soeurs de St. Francois D'Assise 2700 rue Lacordaire Montréal QC H1N 2M6</p>	<p>Pierre-L. Baribeau Lavery de Billy 1 Place Ville-Marie Bureau 4000 Montréal QC H3B 4M4 (514) 877-2965 (phone) (514) 871-8977 (fax)</p>

5. **Insitut Des Soeurs Du Bon Conseil**
1381 Roy Street
Normandin QC G8M 3V4
- Pierre-L. Baribeau
Lavery de Billy
1 Place Ville-Marie
Bureau 4000
Montréal QC H3B 4M4
(514) 877-2965 (phone)
(514) 871-8977 (fax)
6. **Les Soeurs de Saint-Joseph de Saint-Hyacinthe
(The Sisters of St. Joseph of St. Hyacinthe)**
c/o Sister Marie-Clair Dupont, Superior General
805 av Raymond
St. Hyacinthe Quebec J2S 5T9
- Pierre-L. Baribeau
Lavery de Billy
1 Place Ville-Marie
Bureau 4000
Montréal QC H3B 4M4
(514) 877-2965 (phone)
(514) 871-8977 (fax)
7. **Les Soeurs De Jesus-Marie**
10070 D'Auteuil Avenue
Montréal QC H3L 2K1
- Pierre-L. Baribeau
Lavery de Billy
1 Place Ville-Marie
Bureau 4000
Montréal QC H3B 4M4
(514) 877-2965 (phone)
(514) 871-8977 (fax)
8. **Les Soeurs de L'Assomption de la Sainte Verge**
311 Saint-Jean-Baptiste Street
Nicolet QC J3T 1H5
- Pierre-L. Baribeau
Lavery de Billy
1 Place Ville-Marie
Bureau 4000
Montréal QC H3B 4M4
(514) 877-2965 (phone)
(514) 871-8977 (fax)
9. **Les Soeurs de l'Assomption de la Saint Vierge
de l'Alberta**
8533 90 Street
Edmonton AB T 6C 3L4
- Pierre-L. Baribeau
Lavery de Billy
1 Place Ville-Marie
Bureau 4000
Montréal QC H3B 4M4
(514) 877-2965 (phone)
(514) 871-8977 (fax)

10. **Les Soeurs de la Charité de St.-Hyacinthe**
16470 avenue Bourdages Sud
Saint-Hyacinthe, QC J2T 4J8
- Pierre-L. Baribeau
Lavery de Billy
1 Place Ville-Marie
Bureau 4000
Montréal QC H3B 4M4
(514) 877-2965 (phone)
(514) 871-8977 (fax)
11. **Les Oeuvres Oblates de l'Ontario**
L'Edifice Deschatelets
175 Main Street
Ottawa ON K1S 1C3
- Pierre Champagne/Ron Caza
Heenan Blaikie
55 Metcalfe St. Suite 300
Ottawa ON K1P 6L5
(613) 236-0596 (phone)
12. **Les Résidences Oblates du Québec**
L'Edifice Deschatelets
175 Main Street
Ottawa ON K1S 1C3
- Pierre Champagne/Ron Caza
Heenan Blaikie
55 Metcalfe St. Suite 300
Ottawa ON K1P 6L5
(613) 236-0596 (phone)
13. **La Corporation Episcopale Catholique Romaine de la Baie James (The Roman Catholic Episcopal Corporation of James Bay)**
The Catholic Diocese of Moosonee
Catholic Diocese of Moosonee
Box 40 2 Bay Road
Moosonee ON P0L 1Y0
(705) 336-2908 (phone)
(705) 336 - 2759 (fax)
- Pierre Champagne/Ron Caza
Heenan Blaikie
55 Metcalfe St. Suite 300
Ottawa ON K1P 6L5
(613) 236-0596 (phone)
14. **Soeurs Grises de Montréal/ Grey Nuns of Montreal**
138 rue Saint-Pierre
Montreal QC H2Y 2L7
- W. Roderick Donlevy/Michel Thibault
McKercher McKercher & Whitmore LLP
374 Third Avenue South
Saskatoon SK S7K 1M5
(306) 653-2000 (phone)
(306) 653-2669 (fax)

15. **Sisters of Charity (Grey Nuns) of Alberta**
Grey Nuns Regional Centre
9810 - 165th Street
Edmonton AB T5P 3S7
(780) 974-4799 (phone)
(780) 484-7145 (fax)
- W. Roderick Donlevy/
Michel Thibault
McKercher McKercher & Whitmore
LLP
374 Third Avenue South
Saskatoon SK S7K 1M5
(306) 653-2000 (phone)
(306) 653-2669 (fax)
16. **Les Soeurs de La Charité des T.N.O.**
Grey Nun's Regional Centre
9810 - 165th Street
Edmonton AB T5P 3S7
(780) 974-4799 (phone)
(780) 484-7145 (fax)
- W. Roderick Donlevy/
Michel Thibault
McKercher McKercher & Whitmore
LLP
374 Third Avenue South
Saskatoon SK S7K 1M5
(306) 653-2000 (phone)
(306) 653-2669 (fax)
17. **Hôtel-Dieu de Nicolet (HDN)**
18. **The Grey Nuns of Manitoba Inc. -
Les Soeurs Grises du Manitoba Inc.**
Grey Nun's Regional Centre
9810 - 165th Street
Edmonton AB T5P 3S7
(780) 974-4799 (phone)
(780) 484-7145 (fax)
- W. Roderick Donlevy
McKercher McKercher & Whitmore
LLP
374 Third Avenue South
Saskatoon SK S7K 1M5
(306) 653-2000 (phone)
(306) 653-2669 (fax)
19. **La Corporation Episcopale
Catholique Romaine de la Baie d' Hudson
The Roman Catholic Episcopal
Corporation of Hudson's Bay**
Box 10
Churchill MB R0B 0E0
- Rheal Teffaine
R. E. Teffaine Law Corporation
247 Provencher Blvd
Winnipeg MB R2H 0G6
20. **Missionary Oblates - Grandin**
21 Meadowview Drive
St. Albert AB T8N 1R9
(780) 459-2586 (phone)
(780) 459-2797 (fax)
- Curtis Onishenko
McKercher McKercher & Whitmore
LLP
274 Third Avenue South
Saskatoon SK S7K 1M5

21. **Les Oblats de Marie Immaculée
du Manitoba**
474 rue Aulneau Piece
St. Boniface MB R2H 2V2
- Rheal Teffaine
R. E. Teffaine Law Corporation
247 Provencher Blvd.
Winnipeg MB R2H 0G6
(204) 925- 1900 (phone)
(204) 925-1907 (fax)
22. **The Archiepiscopal Corporation of Regina**
445 Broad Street North
Regina SK S4R 2X8
- James Ehmann, Q.C.
Kanuka Thuringer LLP
1400 - 2500 Victoria Avenue
Regina SK S4P 3X2
23. **The Sisters of the Presentation**
1405 Mgr Pascal Place
Prince Albert SK S6V 5J1
- Mitchell Holash
Harrandence Logue Holash
Harlon Building
P.O. Box 2080
1102 1st Avenue West
Prince Albert SK S6V 6V4
(306) 764-4244 (phone)
(306) 764-4949 (fax)
24. **The Sisters of St. Joseph of Sault St. Marie**
2025 Main Street West
North Bay ON P1B 2X6
- Charles Gibson
Vincent Dagenais Gibson LLP
600 - 325 Dalhousie Street
Ottawa ON K1N 7G2
(613) 241-2701 Ext 232 (phone)
(613) 241-2599 (fax)
25. **Les Soeurs de la Charité d'Ottawa -
Sisters of Charity of Ottawa**
9 rue Bruyere
Ottawa ON K1N 5C9
(613) 241-2710 (phone)
(613) 241-7139 (fax)

26. **Oblates of Mary Immaculate -
St. Peter's Province**
100 Main Street
Ottawa ON K1S 1C2
- William Sammon
Barnes Sammon LLP
200 Elgin Street
Suite 400
Ottawa ON K2P 1L5
27. **The Sisters of Saint Ann**
1550 Begbie Street
Victoria BC V8R 1K8
- Patrick J. Delsey Law Corporation
1220 - 1175 Douglas Street
Victoria BC V8W 2E1
(250) 412-0531 (phone)
(250) 412-0535(fax)
28. **Sisters of Instruction of the Child Jesus**
Sisters of the Child Jesus
318 Laval Street
Coquitlam BC V3K 4W4
- Violet Allard
Sugden McFee & Roos
700 - 375 Water Street
Vancouver BC V6B 5N3
29. **The Benedictine Sisters of Mt. Angel Oregon**
840 S. Main Street
Mt. Angel OR 973262-9527
USA
(503) 845-6141 (phone)
(503) 845-6585 (fax)
- Azool Jaffer-Jeraj
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202 - Kingsway
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SCHEDULE "D"
INDEPENDENT ASSESSMENT PROCESS (IAP)
FOR CONTINUING INDIAN RESIDENTIAL SCHOOL ABUSE CLAIMS

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CONSOLIDATED IAP FOR CONTINUING IRS ABUSE CLAIMS

I: COMPENSABLE ABUSE

The following categories of claims are compensable within this IAP.

1. Sexual and physical assaults, as particularized in the Compensation Rules and Instructions below, arising from or connected to the operation of an IRS, whether or not occurring on the premises or during the school year, committed by adult employees of the government or a church entity which operated the IRS in question, or other adults lawfully on the premises, where the Claimant was a student or resident, or where the Claimant was under the age of 21 and was permitted by an adult employee to be on the premises to take part in authorized school activities.
2. Sexual or physical assaults, as particularized in the Compensation Rules and Instructions below, committed by one student against another at an IRS where:
 - a) the Claimant proves that an adult employee of the government or church entity which operated the IRS in question had or should reasonably have had knowledge that abuse of the kind alleged was occurring at the IRS in question during the time period of the alleged abuse, and did not take reasonable steps to prevent such abuse; or,
 - b) in a case in which the proven assault is a predatory or exploitative sexual assault at the SL4 or SL5 level, the defendants do not establish on a balance of probabilities that reasonable supervision was in place at the time.
3. Any other wrongful act or acts committed by adult employees of the government or a church entity which operated the IRS in question, or other adults lawfully on the premises, which are proven to have caused serious psychological consequences for the Claimant, as particularized in and causing the harms set out in the Compensation Rules and Instructions below. These claims are referred to in this document as "other wrongful acts"

For the purposes of this document, the above claims are collectively referred to as the "continuing claims".

II: COMPENSATION RULES

	Acts Proven	Compensation Points
SL5	<ul style="list-style-type: none"> Repeated, persistent incidents of anal or vaginal intercourse. Repeated, persistent incidents of anal/vaginal penetration with an object. 	45-60
SL4	<ul style="list-style-type: none"> One or more incidents of anal or vaginal intercourse. Repeated, persistent incidents of oral intercourse. One or more incidents of anal/vaginal penetration with an object. 	36-44
SL3	<ul style="list-style-type: none"> One or more incidents of oral intercourse. One or more incidents of digital anal/vaginal penetration. One or more incidents of attempted anal/vaginal penetration (excluding attempted digital penetration). Repeated, persistent incidents of masturbation. 	26-35
PL	<ul style="list-style-type: none"> One or more physical assaults causing a physical injury that led to or should have led to hospitalization or serious medical treatment by a physician; permanent or demonstrated long-term physical injury, impairment or disfigurement; loss of consciousness; broken bones; or a serious but temporary incapacitation such that bed rest or infirmary care of several days duration was required. Examples include severe beating, whipping and second-degree burning. 	11-25
SL2	<ul style="list-style-type: none"> One or more incidents of simulated intercourse. One or more incidents of masturbation. Repeated, persistent fondling under clothing. 	11-25
SL1	<ul style="list-style-type: none"> One or more incidents of fondling or kissing. Nude photographs taken of the Claimant. The act of an adult employee or other adult lawfully on the premises exposing themselves. Any touching of a student, including touching with an object, by an adult employee or other adult lawfully on the premises which exceeds recognized parental contact and violates the sexual integrity of the student. 	5-10
OWA	<ul style="list-style-type: none"> Being singled out for physical abuse by an adult employee or other adult lawfully on the premises which was grossly excessive in duration and frequency and which caused psychological consequential harms at the H3 level or higher. Any other wrongful act committed by an adult employee or other adult lawfully on the premises which is proven to have caused psychological consequential harms at the H4 or H5 level. 	5-25

Level of Harm	Consequential Harm	Compensation Points
H5	<p>Continued harm resulting in serious dysfunction.</p> <p><u>Evidenced by:</u> psychotic disorganization, loss of ego boundaries, personality disorders, pregnancy resulting from a defined sexual assault or the forced termination of such pregnancy or being required to place for adoption a child resulting therefrom, self-injury, suicidal tendencies, inability to form or maintain personal relationships, chronic post-traumatic state, sexual dysfunction, or eating disorders.</p>	20-25
H4	<p>Harm resulting in some dysfunction.</p> <p><u>Evidenced by:</u> frequent difficulties with interpersonal relationships, development of obsessive-compulsive and panic states, severe anxiety, occasional suicidal tendencies, permanent significantly disabling physical injury, overwhelming guilt, self-blame, lack of trust in others, severe post-traumatic stress disorder, some sexual dysfunction, or eating disorders.</p>	16-19
H3	<p>Continued detrimental impact.</p> <p><u>Evidenced by:</u> difficulties with interpersonal relationships, occasional obsessive-compulsive and panic states, some post-traumatic stress disorder, occasional sexual dysfunction, addiction to drugs, alcohol or substances, a long term significantly disabling physical injury resulting from a defined sexual assault, or lasting and significant anxiety, guilt, self-blame, lack of trust in others, nightmares, bed-wetting, aggression, hyper-vigilance, anger, retaliatory rage and possibly self-inflicted injury.</p>	11-15
H2	<p>Some detrimental impact.</p> <p><u>Evidenced by:</u> occasional difficulty with personal relationships, some mild post-traumatic stress disorder, self-blame, lack of trust in others, and low self-esteem; and/or several occasions and several symptoms of: anxiety, guilt, nightmares, bed-wetting, aggression, panic states, hyper-vigilance, retaliatory rage, depression, humiliation, loss of self-esteem.</p>	6-10
H1	<p>Modest Detrimental Impact.</p> <p><u>Evidenced by:</u> Occasional short-term, one of: anxiety, nightmares, bed-wetting, aggression, panic states, hyper-vigilance, retaliatory rage, depression, humiliation, loss of self-esteem.</p>	1-5

Aggravating Factors Add 5-15% of points for Act and Harm combined (rounded up to nearest whole number)
Verbal abuse
Racist acts
Threats
Intimidation/inability to complain; oppression
Humiliation; degradation
Sexual abuse accompanied by violence
Age of the victim or abuse of a particularly vulnerable child
Failure to provide care or emotional support following abuse requiring such care
Witnessing another student being subjected to an act set out on page 3
Use of religious doctrine, paraphernalia or authority during, or in order to facilitate, the abuse.
Being abused by an adult who had built a particular relationship of trust and caring with the victim (betrayal)

Future Care	Additional Compensation (Dollars)
General – medical treatment, counselling	up to \$10,000
If psychiatric treatment required, cumulative total	up to \$15,000

Consequential Loss of Opportunity		Additional Compensation (Points)
OL5	Chronic inability to obtain employment	21-25
OL4	Chronic inability to retain employment	16-20
OL3	Periodic inability to obtain or retain employment	11-15
OL2	Inability to undertake/complete education or training resulting in underemployment, and/or unemployment	6-10
OL1	Diminished work capacity – physical strength, attention span	1-5

Compensation Points	Compensation (\$)
1-10	\$5,000-\$10,000
11-20	\$11,000-\$20,000
21-30	\$21,000-\$35,000
31-40	\$36,000-50,000
41-50	\$51,000-\$65,000
51-60	\$66,000-\$85,000
61-70	\$86,000-\$105,000
71-80	\$106,000-\$125,000
81-90	\$126,000-\$150,000
91-100	\$151,000-\$180,000
101-110	\$181,000-\$210,000
111-120	\$211,000 to \$245,000
121 or more	Up to \$275,000

Proven Actual Income Loss

Where actual income losses are proven pursuant to the standards set within the complex issues track of this IAP, an adjudicator may make an award for the amount of such proven loss up to a maximum of \$250,000 in addition to the amount determined pursuant to the above grid, provided that compensation within the grid is established without the allocation of points for consequential loss of opportunity. The amount awarded for actual income loss shall be determined using the legal analyses and amounts awarded in court decisions for like matters.

III. ASSESSMENT PROCESS OUTLINE

a. Core Assumptions as to Legal and Compensation Standards

- i. All Eligible CEP Recipients will, by the terms of the Approval Orders, be deemed to have released the defendants for all claims arising from their IRS attendance or experience, subject to retaining the right to resolve within this IAP their continuing claims for IRS abuse.
- ii. This outline assumes that the parties have legal representation. See below for procedural modifications where Claimants represent themselves. The defendants may be represented by their employees on the same basis as by counsel.
- iii. Standards for compensable wrongs and for the assessment of compensation have been defined for this IAP. The adjudicator is bound by those standards.
- iv. The compensation rules set the ranges of compensation to be paid having regard to the objective seriousness of the proven act(s) and the subjective impact of proven aggravating factors and harms, as defined. An award can also be made to assist with future care.
- v. Adjudicators are, subject to rights of review, empowered to make binding findings on credibility, liability and compensation within the standards set for the IAP.
- vi. Where compensation is awarded to a Claimant who has been represented by counsel, a further 15% of the amount paid will be added as a contribution towards legal fees. Reasonable and necessary disbursements will also be paid. Adjudicators may resolve disputes about the disbursements to be paid.
- vii. Where a review is sought by counsel for a Claimant who was unrepresented at the initial hearing, and the review is successful, an amount equal to 15% of the compensation obtained on the review beyond the initial award will be paid as a contribution towards the Claimant's legal fees for the review. Reasonable and necessary disbursements for the review will also be paid, with the review adjudicator having jurisdiction to resolve any dispute as to disbursements.

b. Resolution Processes within this IAP

- i. This IAP consists of a standard track, a complex issues track, and a provision for access to the courts for the resolution of certain of the continuing claims as set out below.
- ii. The complex issues track is for those continuing claims where the Claimant seeks an assessment of compensation for proven actual income losses resulting from continuing claims, and for other wrongful act claims (category OWA on page 3).
- iii. At the request of a Claimant, access to the courts to resolve a continuing claim may be granted by the Chief Adjudicator where he or she is satisfied that:
 - there is sufficient evidence that the claim is one where the actual income loss or consequential loss of opportunity may exceed the maximum permitted by this IAP;
 - there is sufficient evidence that the Claimant suffered catastrophic physical harms such that compensation available through the courts may exceed the maximum permitted by this IAP; or,
 - in an other wrongful act claim, the evidence required to address the alleged harms is so complex and extensive that recourse to the courts is the more appropriate procedural approach.

In such cases, the Approval Orders will exempt the continuing claims from the deemed release, and thereafter the matter shall be addressed by the courts according to their own standards, rules and processes.

- iv. Both tracks within the IAP utilize the inquisitorial model, as defined below.
- v. In the standard track, consequential harms and consequential loss of opportunity must be proven on a balance of probabilities and then proven to be plausibly linked to one or more acts proven. A finding of a plausible link does not require the negation of other potential causes of harms, but it must be based on or reasonably inferred from the evidence led in the case rather than assumptions or speculation as to possible links. Adjudicators shall have regard to their powers under Appendix X, below
- vi. In the complex issues track, consequential harms, consequential opportunity losses and actual income losses must be proven to have been caused by one or more continuing claims, and compensation must be assessed within the Compensation Rules, in both matters according to the same standards a court would apply in like matters.
- vii. In the standard track, when a case is ready to proceed to a hearing, the government and the Claimant may attempt to resolve the claim without a hearing, using a procedure acceptable to them for the case in question. At the request of the parties, the IAP Secretariat may assign an adjudicator to assist with efforts to resolve the claim.
- viii. In the complex issues track:
 - After the IAP Secretariat has determined that a case is ready to proceed to a hearing, the Claimant shall attend a preliminary case assessment hearing and answer an adjudicator's questions. The purpose of such a hearing is to provide for a preliminary assessment of credibility, and to ensure that there is a *prima facie* basis to support a claim of the nature for which the

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complex track is designed. Any answers given in these proceedings are on a without prejudice basis, shall not be recorded or transcribed, and are not admissible in other phases of the hearing.

- Provided the *prima facie* basis has been made out, the adjudicator shall arrange for expert assessments as required by the standards set in this IAP.
- On the receipt of the expert and/or medical evidence or at any point if such have been waived, the government and the Claimant may attempt to settle the claim having regard to the available evidence, the preliminary assessment of credibility, and all other evidence, or the claim may proceed to a hearing.

c. Safety and Support

- i. Reasonable costs for support persons for Claimants to travel to hearings will be paid.
- ii. Counsellors, or at least ready access to counselling services, will be available for the hearing process.
- iii. Cultural ceremonies such as an opening prayer or smudge will be incorporated at the request of the Claimant to the extent possible.

d. Materials for Adjudicator for Individual Cases

- i. The IAP Secretariat will provide the adjudicator with relevant documents and witness statements (as submitted by the parties), two weeks before hearings to facilitate structured questioning.
- ii. Before a hearing counsel may identify particular areas of concern or issues that they believe require extra scrutiny and may provide suggested questions. The adjudicator retains discretion on the wording of the questions put to a witness, but must explore the area proposed by counsel unless the adjudicator rules it to be irrelevant to credibility, liability or compensation in the IAP.

e. Procedure---General

- i. This IAP uses a uniform inquisitorial process for all claims to assess credibility, to determine which allegations are proven and result in compensation, to set compensation according to the Compensation Rules, and to determine actual income loss claims.
- ii. In this inquisitorial model, the adjudicator is responsible for managing the hearing, questioning all witnesses (other than experts retained by the adjudicator) and preparing a decision with his or her conclusions and reasons.
- iii. The adjudicator's questioning must both draw out the full story from witnesses (leading questions are permitted where required to do this), and test the evidence that is given (questioning in the form of cross examination is permitted where required to do this).

- iv. The role is inquisitorial, not investigative. This means that while the adjudicator must bring out and test the evidence of witnesses, only the parties may call witnesses or produce evidence, other than expert evidence.
- v. The Claimant and the alleged perpetrator may give their evidence in their own words in narrative form and are subject to questioning by the adjudicator. Refusal to answer questions may result in finding that answers would have been detrimental to the witness's position.
- vi. The Claimant may read a prepared statement, but this may impact credibility.
- vii. The Claimant may refer to their own notes as long as the notes are produced to counsel for the defendants two weeks in advance. Notes are not evidence.
- viii. The Claimant may refer to documents that are before the adjudicator.
- ix. Where counsel attend hearings, they may meet with the adjudicator at intervals to suggest questions or lines of inquiry. The adjudicator must explore the proposed lines of inquiry unless he or she rules them to be irrelevant to credibility, liability or compensation in the IAP, but the adjudicator retains discretion on the wording of the questions put to a witness.
- x. The parties may require the adjudicator to hear any witness who is willing to appear and who has evidence relevant to credibility, liability or compensation within the IAP, other than a medical professional or an expert witness on the issue of consequential harms, consequential loss of opportunity, or actual income loss, provided notice and a witness statement are given two weeks before the hearing. Criteria for the use of expert witnesses are set out in section (f) and Appendix VI, below.
- xi. Since witnesses cannot be compelled to appear, no adverse inference is to be drawn from the failure to produce a witness who may have relevant evidence, but the report of a treatment professional may be given less weight if they are available but refuse to testify.
- xii. Alleged perpetrators may be heard as of right, provided the parties are advised in advance of what their evidence will be.
- xiii. Except as required to obtain medical or expert evidence, or otherwise as provided for in this IAP, hearings should be adjourned only in very exceptional circumstances, for example where the evidence of the Claimant differs so substantially from the application that it amounts to a new application.
- xiv. At the conclusion of the evidence, counsel for the parties, if participating, may make brief oral submissions.
- xv. Where compensable abuse is proven, compensation is awarded for acts and, if the applicable evidentiary threshold is crossed, compensation is also awarded for impacts as set out in the Compensation Rules. Unless the parties consent, expert evidence is required to establish consequential harms or consequential loss of opportunity at levels 4 or 5, or actual income loss. Such evidence may only be obtained where the adjudicator is satisfied that it is justified and necessary, or where the parties have made a joint recommendation that it be obtained.

f. Procedure---Treatment Reports and Expert Evidence (see consolidation in Appendix VI)

- i. Treatment notes and clinical records are admissible to prove that the treatment was given and observations were made, but not as proof of diagnoses of psychological conditions or the opinion leading to them. Such notes and records may also be used to provide evidence of the fact of a physical injury. They may also be used by the adjudicator as the basis for lines of questions, the answers to which could provide the basis for findings of consequential harms or consequential loss of opportunity at levels 1-3. They may also support a finding of consequential harms or consequential loss of opportunity at levels 4 or 5 where the parties consent to proceeding without expert reports.
- ii. If treatment notes and clinical records from treating doctors or counsellors are not available, Claimants may submit reports from treating doctors or counsellors for the same purposes, without the requirement of defence medicals, but the defendants may require the treatment professional to testify. If the treatment professional is not available, or is available but will not testify, a report remains admissible, but the adjudicator may give it less weight.
- iii. Unless the parties consent, an adjudicator shall not make a finding of a physical injury for the purposes of this IAP without obtaining and considering medical evidence as to the timing, causation, and continuing impact of such injury. Where such evidence is not contained in treatment notes or clinical records, or treatment reports admitted into evidence, the adjudicator shall ask the Claimant to submit to an examination by an appropriate medical professional. Provided the Claimant has submitted to the medical assessment, as required, the adjudicator shall decide the issue having regard to the available evidence and the standard of proof, including where the results of the medical assessment are inconclusive.
- iv. Except on consent, points within the compensation rules for consequential harms or consequential loss of opportunity above level 3, or compensation for actual income loss, may only be awarded where the adjudicator has obtained and considered expert assessments of the extent and causation of the harms or losses, or medical evidence as to the timing, causation and continuing effect of the alleged physical harms.
- v. Where the Claimant is seeking compensation based on psychological harms at level 4 or 5 of the consequential harms or consequential loss of opportunity at levels 4 or 5 or actual income loss caused by psychological harms:
 - The Claimant so indicates in the application
 - The adjudicator has discretion to order an assessment by an expert. Only the adjudicator may order such assessments, and unless the parties have made a joint recommendation for such an assessment before the hearing, only after hearing the claim and making findings as to credibility, and determining that the assessment is justified by the evidence accepted and is necessary to assess compensation fairly.
 - Where an assessment is ordered, the adjudicator retains and instructs an expert from a roster approved by the IAP Oversight Committee. The expert prepares a report which is tabled before the adjudicator.

- Counsel for the parties may require that the expert give oral evidence and that they be allowed to question the expert at the hearing and make submissions.
 - When the parties consent to the adjudicator considering the assignment of points within those ranges, or actual income loss, without the benefit of an expert assessment, such consent does not eliminate the need for the adjudicator to be satisfied, on the civil standard of proof, that the Claimant suffers from those harms, and that they are linked to proven abuses at the IRS according to the standards in this IAP.
- vi. In the complex issues track where a claim for actual income loss is being advanced, the adjudicator shall order psychiatric and medical reports as outlined above or any other expert reports required to assess and evaluate the claim.

g. Procedure--Involvement of Alleged Perpetrator At Hearing

- i. An alleged perpetrator is to be heard as of right, provided the parties are advised in advance of what their evidence will be. The alleged perpetrator must submit a statement of their proposed evidence two weeks before the hearing; if they do not, counsel must share their notes, again two weeks before the hearing, of what the alleged perpetrator said when interviewed.
- ii. Normally the alleged perpetrator will be heard after the Claimant. Either can be recalled to resolve a credibility issue, but this should happen rarely.
- iii. The alleged perpetrator does not have a role as a party.
- iv. There is no right of confrontation.
- v. See Appendix III for additional provisions concerning alleged perpetrators.

h. Burden of Proof and Evidentiary Standards

- i. Except as otherwise provided in this IAP, the standard of proof is the standard used by the civil courts for matters of like seriousness. Although this means that as the alleged acts become more serious, adjudicators may require more cogent evidence before being satisfied that the Claimant has met their burden of proof, the standard of proof remains the balance of probabilities in all matters.
- ii. The adjudicator may receive, and base a decision on, evidence adduced in the proceedings and considered credible or trustworthy in the circumstances.
- iii. The application and witness statements may be used as a basis for questioning at the hearing, and material variations from them may be used in deciding the claim, unless those variations are explained to the adjudicator's satisfaction by progressive disclosure or otherwise.
- iv. At a hearing, the application form may also be used by the Claimant to assist their own recall. While the Claimant may refer to their application at the hearing, it is not evidence (other than of a prior inconsistent statement). This reflects the rules of evidence used by the courts which provide that in general, prior statements of a party can be used as admissions against interest, but not otherwise as evidence of their truth. They can also be used to demonstrate a prior inconsistent statement,

although in this IAP it is specifically recognized that progressive disclosure is a possible explanation for inconsistencies.

- v. Counsel may agree on foundation and other facts and so advise the adjudicator. Such agreement binds the adjudicator. This is not to prevent the whole narrative being told if the Claimant so wishes.
- vi. Relevant findings in previous criminal or civil trials, where not subject to appeal, may be accepted without further proof.
- vii. An adjudicator may permit a witness to give their evidence by video-conference where such facilities are available to them, and may also permit a Claimant to do so where a medical professional provides advice that the Claimant's health prohibits them from travelling to a hearing.
- viii. A Claimant may adopt their prior recorded statements, provided they remain subject to questioning by adjudicator, and provided that, without the consent of the defendants, a recorded statement is not admissible if it was made for the purpose of seeking redress for the Claimant's IRS experience.
- ix. Where an alleged perpetrator has given an interview or submitted a witness statement, but thereafter does not appear at a hearing to give evidence, neither the interview notes nor the statement (including any documents submitted with it which are not otherwise admitted in evidence, and whether or not it is in the form of an affidavit) is admissible in evidence at the hearing except to the extent it contains an admission.

i. Solemnity

- i. Participants and other witnesses shall give evidence under oath, by affirmation or another way that binds their conscience.

j. Setting

- i. Hearings will take place in a relaxed and comfortable setting. Claimant will have a choice of location, subject to hearings being scheduled to promote economy.

k. Decision

- i. The adjudicator will produce a decision in a standard format outlining key factual findings and providing a rationale for finding or not finding compensability within the IAP and for the compensation assessed, if any.
- ii. At the conclusion of the hearing, the adjudicator will advise the Claimant that the decision will be provided in writing within 30 days for standard track hearings and within 45 days for complex track hearings.
- iii. The decision will normally be delivered to the Claimant via their counsel, who will be able to access health supports for the Claimant at the time the decision is shared with them.
- iv. Where the Claimant is not represented by counsel, the adjudicator will also inquire at the end of the hearing into how the Claimant would like to receive the

decision, having regard to the desirability of health or family support being available at the time of receipt.

l. Review

- i. For cases within the standard or complex track, any party may ask the Chief Adjudicator or designate to determine whether an adjudicator's, or reviewing adjudicator's, decision properly applied the IAP Model to the facts as found by the adjudicator, and if not, to correct the decision, and the Chief Adjudicator or designate may do so.
- ii. In both the standard and the complex issues tracks, Claimants may require that a second adjudicator review a decision to determine whether it contains a palpable and overriding error.
- iii. In the complex issues track, the defendants may require that a second adjudicator review a decision to determine whether it contains a palpable and overriding error.
- iv. If a palpable and overriding error is found, the reviewing adjudicator may substitute their own decision or order a new hearing.
- v. All reviews are on the record (no new evidence permitted) and without oral submissions.
- vi. The party seeking the review may provide a short written statement of their objections to the decision (not to exceed 1500 words) and the other parties may provide a brief reply (not to exceed 1000 words). In exceptional circumstances the Chief Adjudicator may permit the parties to exceed these limits.
- vii. The reply shall be provided to the party seeking the review, who may seek leave from the Chief Adjudicator to make further submissions, not to exceed 500 words. The application shall be accompanied by the proposed submissions. Leave may be granted only in exceptional cases where the Chief Adjudicator determines that the submissions respond to a significant issue raised for the first time in the reply, or seek to correct a fundamental error of fact or interpretation in the reply.

m. Consistency

- i. Adjudicators may consult each other about the hearing and decision-making processes. They will attempt to conduct consistent sessions and produce decisions in a consistent fashion, and may discuss issues arising in individual cases provided they remain solely responsible for deciding the claims they have heard.
- ii. The Chief Adjudicator shall implement training programs and administrative measures designed to ensure consistency among the decisions of adjudicators in the interpretation and application of the IAP.

n. Specialization of Adjudicators

- i. The Chief Adjudicator shall endeavour to assign adjudicators to cases in a way which facilitates their specialization in one or more schools.

- ii. In assigning adjudicators to cases within the complex issues track, the Chief Adjudicator shall have regard to their experience and/or expertise in like matters. For greater certainty, where an other wrongful act claim involves allegations of physical abuse which was grossly excessive in duration and frequency, the Chief Adjudicator shall have regard to expertise in the assessment of child abuse in the assignment of an adjudicator.

o. Privacy

- i. Hearings are closed to the public. Parties, an alleged perpetrator and other witnesses are required to sign agreements to keep information disclosed at a hearing confidential, except their own evidence, or as required within this process or otherwise by law. Claimants will receive a copy of the decision, redacted to remove identifying information about any alleged perpetrators, and are free to discuss the outcome of their hearing, including the amount of any compensation they are awarded.
- ii. Adjudicators may require a transcript to facilitate report writing, especially since they are conducting questioning. A transcript will also be needed for a review, if requested. Proceedings will be recorded and will be transcribed for these purposes, as well as if a Claimant requests a copy of their own evidence for memorialization. Claimants will also be given the option of having the transcript deposited in an archive developed for the purpose.

p. Self-represented Claimants

- i. Self-represented Claimants (SRCs) will receive document production and witness statements on the same basis as if represented.
- ii. SRCs will receive notes of what was said at any interview provided by an alleged perpetrator, and a witness statement, if provided.
- iii. SRCs may submit proposed areas for scrutiny and proposed lines of questioning to the adjudicator in advance of a hearing (this will particularly apply where the alleged perpetrator or a defence witness is to give evidence).
- iv. SRCs will receive the defendants' advance submissions to the adjudicator on areas/lines of questioning to be explored.
- v. During a hearing, both SRCs and the defendants may suggest lines of questioning, but this will be done in the hearing room, on the record and in the presence of each other, and SRCs will be allowed to make brief closing submissions.

q. Representation of Claimants by Agents

- i. Agents, whether paid by the Claimant or not, may not discharge the roles specifically established for counsel in this IAP.

r. IAP Oversight Committee

- i. The Chief Adjudicator Reference Group shall be reconstituted as the IAP Oversight Committee, which shall be composed of an independent chair and 8 other members, two reflecting the interests of each of the following constituencies: former students; plaintiffs' counsel; church entities; government.
- ii. The Committee shall operate by consensus to the greatest extent possible. In the event a vote is required, the Chair may vote, and a majority of seven shall be required to decide an issue, provided that if the issue would increase the cost of the IAP, whether for compensation or procedural matters, one government representative must be among the seven.
- iii. The duties of the Oversight Committee are to:
 - Recruit and appoint, and if necessary terminate the appointment of, the Chief Adjudicator.
 - Provide advice to the Chief Adjudicator on any issues he or she brings to it.
 - Recruit and appoint adjudicators, and approve training programs for them.
 - Approve designates to exercise the Chief Adjudicator's review authority as set out in item I(i) above.
 - On the advice of the Chief Adjudicator, renew or terminate the contract of an adjudicator.
 - Recruit and appoint experts for psychological assessments.
 - Consider any proposed instructions from the Chief Adjudicator on the interpretation and application of the IAP Model, and as appropriate prepare its own instructions or forward proposed instructions from the Chief Adjudicator for approval by the National Administration Committee, provided that:
 - no instruction may alter pages 2-6 of this IAP, nor the interpretation of those pages set out elsewhere in this IAP, nor the provisions of the IAP allocating claims to the standard or complex issues tracks or requiring expert evidence or medical assessments; and,
 - instructions only come into force when approved by the National Administration Committee and published by the Oversight Committee, and only bind participants who have had at least two weeks notice of the instructions before their hearing.
 - Monitor the implementation of the IAP and make recommendations to the National Administration Committee on changes to the IAP as are necessary to ensure its effectiveness over time.

s. The Chief Adjudicator

i) The duties of the Chief Adjudicator are to:

- Assist in the selection of adjudicators.
- Implement training programs and administrative measures designed to ensure consistency among the decisions of adjudicators in the interpretation and application of the IAP.
- Assess on an ongoing basis the other training and mentoring needs of adjudicators and develop appropriate programs.
- Assign adjudicators to hearings and reviews or to assist with settlement discussions.
- Provide advice to adjudicators on compliance with this IAP.
- Prepare for consideration by the Oversight Committee any proposed instructions to better give effect to the provisions of the IAP.
- Receive complaints about the performance of adjudicators and as appropriate meet with adjudicators to discuss concerns and develop remedial actions to resolve same.
- Determine, in his or her exclusive authority, whether to terminate or renew the contract of an adjudicator.
- Conduct reviews as provided for in item l(i) above, or assign such to designates approved by the Oversight Committee.
- Set the policies and standards for the Secretariat and direct its operations.
- Make the final decision on a request by a Claimant for a reconsideration of a decision by the Secretariat that their application to this IAP process fails to allege matters which can be resolved within it.
- Conduct hearings as he or she determines appropriate, provided that designates have been approved for the purpose of item l(i) above.
- Carry out all other functions assigned by this IAP.
- Prepare annual reports to the Oversight Committee on the functioning of the adjudicative process under this IAP.

t. Secretariat

- i. A Secretariat shall be established to support the Chief Adjudicator and to be responsible for determining whether applications fall within the terms of the IAP.
- ii. Where an application fails to raise a claim which falls within the IAP, the Secretariat shall so advise the Claimant, with reasons, and provide them with the opportunity to make a further application. On the request of the Claimant, a decision to refuse to admit a claim into the IAP will be reviewed by the Chief Adjudicator, whose decision will be final.
- iii. The Secretariat shall also recruit and approve a panel of interpreters.
- iv. The Secretariat reports to the Chief Adjudicator.

APPENDIX I: THE APPLICATION

- a) In applying to the IAP, the Claimant is asked to:
- i. List points of claim: indicate by reference to the standards for this IAP each alleged wrong with dates, places, times and information about the alleged perpetrator for each incident sufficient to identify the alleged perpetrator or in the case of adult employees permit the identification of the individual or their role at the school.
 - ii. Provide a narrative as part of the application. The narrative must be in the first person and be signed by the Claimant and can be both a basis for and a subject of questioning at a hearing.
 - iii. Indicate by reference to the Compensation Rules established for this IAP the categories under which compensation will be sought and, where appropriate, indicate that compensation will be sought for consequential harm and/or opportunity loss above level 3, or for actual income loss.
 - iv. Include authorizations so that the defendants may produce their records as set out in Appendix VIII.
 - v. Safety mechanisms will be provided in consultation with Health Canada. Where Claimants are proceeding as a group, they may negotiate to have the group administer the available safety resources.

APPENDIX II: ACCEPTANCE OF APPLICATION

- i. The Secretariat will admit claims to the IAP as of right where the application is complete and sets out allegations which if proven would constitute one or more continuing claims, and where the Claimant has signed the Declaration set out in the application form, including the confidentiality provisions in the Declaration.
- ii. If the case is not admitted into the IAP the Claimant will be advised why and given a chance to provide additional information. At the request of the Claimant, the Chief Adjudicator may review any final decision to refuse to admit an application into the IAP, and may confirm or reverse that decision. If the decision is reversed, the initial and any subsequent applications, or supplementary information, will be given to the adjudicator.
- iii. On admitting the claim to the IAP, the Secretariat shall forward a copy of the application to the Government and to a church entity which is a party to the Class Action Judgments and was involved in the IRS from which the claim arises.
 - A church entity may waive its right to receive applications for all claims, or for defined classes of claims, by notice in writing to the Secretariat, and may amend or withdraw such waiver at any time by notice in writing.
- iv. The following conditions apply to the provision of the application to the Government or a church entity:
 - The application will only be shared with those who need to see it to assist the Government with its defence, or to assist the church entities with their ability to defend the claim or in connection with their insurance coverage;
 - If information from the application is to be shared with an alleged perpetrator, only relevant information about allegations of abuse by that person will be shared, and the individual will not be provided with the Claimant's address or the address of any witness named in the application form, nor with any information from the form concerning the effects of the alleged abuse on the Claimant, unless the Claimant asks that this be provided to the alleged perpetrator;
 - Each person with whom the application is shared, including counsel for any party, must agree to respect its confidentiality. Church entities will use their best efforts to secure the same commitment from any insurer with whom it is obliged to share the application;
 - Copies will be made only where absolutely necessary, and all copies other than those held by the Government will be destroyed on the conclusion of the matter, unless the Claimant asks that others retain a copy, or unless counsel for a party is required to retain such copy to comply with his or her professional obligations.
- v. Once the claim is admitted, counsel may attempt to agree on certain facts to reduce research needs.
- vi. Group claims will be accepted where the individual applications of the group members have been submitted together or within a short interval; each of the Claimants has indicated their desire to proceed as a group member; the applications show commonality among group members (school, community, issues); and a

representative of the group has submitted an application to proceed as a group, demonstrating that:

- the group is an established one with evident viability and decision-making capacity;
 - its members are already providing each other with support in connection with their IRS experiences or have a clear plan and realistic capacity to do so;
 - the issues raised by the individuals within the group are broadly similar; and
 - the group has a clear plan and intention to manage safety resources, where they desire to do so, and to achieve healthy and lasting resolution of their claims.
- vii. Where a proposal to proceed as a group is not accepted, the individuals will be advised of their right to continue as individuals if their applications otherwise meet the criteria for this IAP.

APPENDIX III: INVOLVEMENT OF ALLEGED PERPETRATORS

- i. The defendants will attempt to locate the alleged perpetrator to invite them to the hearing. If the alleged perpetrator is dead, cannot be located, or declines to attend, the hearing may still occur.
- ii. Subject to items (iii) and (iv) below, no hearing may be set to commence until:
 - the Government has had 60 days from its receipt of the screened-in application to attempt to locate the alleged perpetrator, or in the event that contact is first attempted by a church entity with an agreement with the Government providing for a right of first contact, an additional 30 days; and
 - thereafter the alleged perpetrator has had a total of 75 additional days to seek advice on whether to participate, and if so, to provide a witness statement or be interviewed as set out below.
- iii. Where the above-noted events occur prior to the expiry of the time allotted, the Government may so notify the Secretariat, and the Secretariat may schedule a hearing when the matter is otherwise ready to proceed.
- iv. If a Claimant provides medical evidence that any delay in hearing their testimony involves a significant risk that they may die or lose the capacity to provide testimony, the Secretariat may schedule a hearing for the limited purpose of taking such testimony, after which the hearing shall be adjourned to allow for the location of the alleged perpetrator and the obtaining of their testimony if they decide to participate.
- v. The alleged perpetrator will be provided with extracts from the application outlining the allegations made against them, to be returned at the conclusion of the process, in order to help them recall the student/incident and to determine their response. Information on the Claimant's current address or the addresses of other potential witnesses will be deleted from this material, as will information on the impacts of the alleged abuse, unless the Claimant asks that it be provided to the alleged perpetrator.
- vi. Notice of the alleged perpetrator's desire to respond to allegations will be given to counsel for the Claimant at the earliest opportunity.
- vii. A witness statement will be requested from the alleged perpetrator. If he or she declines to provide one, counsel for any party may request an interview with the alleged perpetrator. This would not be the equivalent of an examination for discovery, and the interview notes of what he or she said must be shared among the parties two weeks before the hearing, as must a witness statement, if provided.
- viii. The witness statement, or failing that the interview notes, are a condition of the alleged perpetrator being heard by the adjudicator.
- ix. Counsel and a support person for the alleged perpetrator are permitted at a hearing while the alleged perpetrator gives evidence, but the alleged perpetrator or their counsel may not attend at same time and place as the Claimant without the advance consent of the parties. Canada will pay up to \$2500 for the alleged perpetrator to receive legal advice about the implications of giving evidence, plus the reasonable costs of the alleged perpetrator's attendance, and of the attendance of a support person. For greater certainty, support person in this context does not include counsel for an alleged perpetrator.
- x. Where the testimony of the Claimant at a hearing differs materially from the account provided in the application which was shared with the alleged perpetrator, the

- adjudicator shall prepare a summary of the new allegations and provide it to the alleged perpetrator and the parties before the alleged perpetrator gives evidence.
- xi. The alleged perpetrator is a witness, not a party.
 - xii. The alleged perpetrator is entitled to know the results of the hearing with respect to the allegations against them, but not the amount of any compensation awarded.

APPENDIX IV: INFORMATION COLLECTION; SETTING HEARING DATE;
ATTENDANCE AND PARTICIPATION AT HEARINGS

- i. The defendants will collect and submit their documents to the Secretariat.
- ii. Claimants will collect and submit their documents and the treatment notes and clinical records they want to rely on, or, where they cannot obtain such notes or records, will indicate the steps taken to attempt to do so.
- iii. Witness statements shall be prepared and submitted by the party calling the witness.
- iv. No date shall be set until the IAP Secretariat is satisfied that exchange of documents, including treatment notes and clinical records is as complete as reasonably necessary, unless a Claimant provides medical evidence that any delay in hearing their testimony involves a significant risk that they may die or lose the capacity to provide testimony. In such circumstances, the Secretariat may schedule a hearing for the limited purpose of taking such testimony, after which the hearing shall be adjourned to allow for the preparation of the case as otherwise provided for in this IAP.
- v. The hearing date will be set based on the availability of the parties, counsel and the adjudicator, and on cost effectiveness having regard to the location and the number of hearings to be held in any one place in a given time frame.
- vi. The Claimant may attend a hearing where the alleged perpetrator gives evidence without that individual's consent. This is based on the Claimant being a party, and needing to be aware of all evidence to raise possible lines of questioning and make submissions if unrepresented, or to instruct counsel if represented.
- vii. Given the non-adversarial nature of this IAP and the neutral, inquisitorial role played by the adjudicators under it, as well as the need to respect the safety of the Claimant, neither an alleged perpetrator nor counsel for an alleged perpetrator may attend while the Claimant gives evidence, without the Claimant's advance consent. Where counsel for a church entity also acts for an alleged perpetrator, this means that they may not attend the hearing while the Claimant gives evidence without the Claimant's advance consent. Government representatives may always attend this part of the hearing, as may representatives of church entities who are parties to the Class Action Judgments except their counsel if he or she is also acting for an alleged perpetrator in the case.
- viii. Support persons attend hearings to help ensure the health and safety of the Claimant during a stressful event. Their focus needs to be on how the Claimant is handling the stress they face. Accordingly support persons should not become distracted from that goal by seeking to become a participant in the proceedings, for example, by attempting to give evidence. If it becomes necessary for a support person to give evidence, they should be sworn (or affirmed) as a witness, but only after the adjudicator is satisfied that appropriate arrangements for the safety of the Claimant are in place.
- ix. Finally, since the central purpose of the hearing is an assessment of credibility, counsel or representatives of any party must refrain from speaking to a witness about the evidence in the case once that witness begins giving evidence and until their evidence is complete. An adjudicator may authorize an exception to this where he or she is of the view that the discussion is necessary to elicit evidence from the witness in a timely manner.

APPENDIX V: CRITERIA FOR THE SELECTION OF ADJUDICATORS

- i. Law degree from a recognized university. Consideration will also be given to candidates with a combination of related training and/or significant experience
- ii. Knowledge of and sensitivity to Aboriginal culture and history
- iii. Knowledge of and sensitivity to sexual and physical abuse issues
- iv. Knowledge of personal injury law
- v. Knowledge of damages assessment
- vi. Ability to interview or examine witnesses
- vii. Ability to elicit useful evidence in a concise manner
- viii. Ability to act in an impartial manner
- ix. Respect for all parties involved
- x. Demonstrated ability to assess credibility and reliability
- xi. The ability to work under pressure and to write clear, concise and well-reasoned decisions that take into account evidence, submissions, the rules and policies of this IAP, within required deadlines
- xii. The ability to work effectively with staff and participants from diverse backgrounds
- xiii. Computer literacy and superior communication and writing skills
- xiv. Personal suitability including an aptitude for adjudication, fairness, good listening skills, open-mindedness, sound judgment, tact, and comfort with complex and/or sensitive issues
- xv. Willingness and ability to travel across Canada or within a designated region, including to First Nations communities, using various modes of transportation
- xvi. Flexibility and availability to be called for hearings on an as required basis

APPENDIX VI: CONSOLIDATION OF PROVISIONS CONCERNING EXPERT AND MEDICAL EVIDENCE

This IAP seeks to confine the use of expert witnesses to matters where their evidence is essential, and to eliminate the prospect of competing reports from experts on the same issue. This will produce significant savings in cost and time.

This Appendix consolidates and provides additional instructions on the IAP's provisions concerning medical and expert evidence in four categories:

1. Treatment reports
2. Psychiatric assessments
3. Medical assessments
4. Vocational and actuarial assessments.

1. Treatment Records

Treatment notes and clinical records prepared in the normal course of the Claimant dealing with their injuries, whether physical or psychological, are admissible as of right to help the adjudicator decide the particular case. In this connection, this IAP provides as follows:

- The Claimant may submit treatment notes and clinical records from treating doctors or counsellors, or if such are not available, a report from treating doctors or counsellors, as of right, subject to notice and disclosure as provided for in this IAP.
- This includes records of and reports from customary or traditional counsellors or healers.
- The defence may not require a defence medical, but may ask that the person who provided the treatment give evidence at the hearing.
- If the person who prepared a treatment report is dead or not available, then the report may be admitted subject to the adjudicator being able to give it less weight
- Where the person who provided the treatment gives evidence, only the adjudicator may question them, and the questioning may explore the treatment professional's qualifications as well as the records and report.
- Treatment notes and clinical records are admissible to prove that the treatment was given and observations were made, but not as proof of diagnoses of psychological conditions or the opinion leading to them. Such notes and records may be used to provide evidence of the fact of a physical injury. They may also be used by the adjudicator as the basis for lines of questions, the answers to which could provide the basis for findings of consequential harms or consequential loss of opportunity at levels 1-3. They may also support a finding of consequential harms or consequential loss of opportunity at levels 4 or 5 where the parties consent to proceeding without expert reports.

2. Psychiatric and Psychological Assessments

Assessments prepared for litigation purposes raise different issues. They are very dependent on the information given to the expert as the basis for the report. That information is generally limited to the Claimant's version of events, and can differ from the evidence presented at a hearing, or found credible by the adjudicator. Where the Claimant obtains such an assessment, normally the defendants would as well, quite often leading to a series of complex contradictions between the assessments.

As a result, this IAP adopts a more restrictive approach to assessments. Only the adjudicator may order such assessments, and, unless the parties have made a joint recommendation to the contrary, only after hearing the claim and making preliminary findings as to credibility, and determining that ordering an assessment is justified by the evidence accepted and is necessary to assess compensation fairly. In such circumstances the adjudicator will retain an expert from a roster agreed to by the IAP Oversight Committee, and that expert's assessment will be considered as set out below in assessing compensation. This can only be done where consequential harms or opportunity losses at levels 4 or 5, or actual income losses are in issue.

Except on consent, points within the compensation rules for consequential harms or consequential loss of opportunity above level 3, or compensation for actual income loss, may only be awarded where the adjudicator has obtained and considered an expert's assessment of the extent and causation of the alleged psychological harms (or medical evidence as to the timing, causation and continuing effect of the alleged physical harms: see below).

The following summarizes the approach to psychiatric and psychological evidence:

- An adjudicator has the discretion to order an assessment by an expert. Only the adjudicator may order such assessments, and unless the parties have made a joint recommendation for such an assessment before the hearing, only after hearing the claim and making findings as to credibility, and determining that the assessment is justified by the evidence accepted and is necessary to assess compensation fairly.
- Where an assessment is ordered, the adjudicator retains an expert from a roster approved by the IAP Oversight Committee, and thereafter, the following principles apply:
 - The expert is to be provided with the transcript of the hearing, and any records filed at the hearing that are relevant to the proposed assessment, all on a confidential basis. The parties shall be advised of which records are provided to the expert.
 - The adjudicator is to brief the expert on his or her preliminary findings, so that the assessment may be conducted on the basis of the facts likely to be found, and shall instruct the expert to refrain from making any findings as to credibility.

- The adjudicator shall give significant regard to the expert's opinion on the level of harm and on its causation pursuant to the standards in this IAP.
- After reviewing the expert's report, any party may require that the expert give evidence, and any party may question them.
- When the parties consent to the adjudicator considering the assignment of points within those ranges without the benefit of an expert assessment, such consent does not eliminate the need for the adjudicator to be satisfied, on the civil standard of proof, that the Claimant suffers from those harms, and that they are linked to proven continuing claims according to the standard provided for in this IAP.

3. Adjudicator-ordered Medicals to Assess Physical Injuries

- Unless the parties consent, an adjudicator shall not make a finding of a physical injury for the purposes of this IAP without obtaining and considering medical evidence as to the timing, causation, and continuing impact of such injury. Where such evidence is not contained in treatment notes or clinical records admitted into evidence, the adjudicator shall ask the Claimant to submit to an examination by an appropriate medical professional. Provided the Claimant has submitted to the medical assessment, as required, the adjudicator shall decide the issue having regard to the available evidence and the standard of proof, including where the results of the medical assessment are inconclusive.
- The parties shall endeavour to agree on the medical professional who will conduct the assessment. If they cannot, the adjudicator, with the assistance of the Secretariat, shall select an appropriate individual.
- In both circumstances, the professional is to be retained by the Secretariat and shall take instructions from and report to the adjudicator. The retainer shall be conditional on the professional being willing to testify if required.
- Where a report has been obtained, the parties may require that the professional attend the hearing (or its resumption) and give evidence.
- The same standard for questioning will apply here as for treatment reports: the adjudicator does the questioning, and the questioning can explore the examiner's qualifications as well as the records and report.

4. Actual Income Loss Assessments

- ◆ In the complex issues track where a claim for actual income loss is being advanced, the adjudicator shall order expert reports or medical assessments as set out above.
- ◆ At the request of a party, the adjudicator shall also order any other expert reports required to assess and evaluate the claim in accordance with the above procedure for obtaining medical assessments.

APPENDIX VII: MANDATORY DOCUMENT PRODUCTION BY CLAIMANTS

Following the receipt of a completed application form, and the acceptance of an individual into the IAP, relevant documents must be exchanged. This appendix outlines the documents a Claimant must produce, or explain the absence of, as a condition of proceeding to a hearing with a claim seeking particular kinds of compensation within the Compensation Rules.

This appendix does not outline other kinds of documents which could assist a Claimant in proving their claim. These will be admissible as provided for in this IAP. The kinds of documents the defendants will produce are outlined in a separate appendix.

In terms of proving the abuse itself, no documents are required from Claimants, although Claimants are free to produce documents to support their claim.

1. TO PROVE CONSEQUENTIAL HARMS

LEVELS 3, 4 AND 5

- Treatment records which are relevant to the harms claimed (including clinical, hospital, medical or other treatment records, but excluding records of counselling obtained to help ensure safety while pursuing an IRS claim). In the complex issues track, records from general practitioners, clinics or community health centres are deemed to be relevant unless the defendants consent to the contrary.
- Workers' Compensation records, if the claim is based in whole or in part on a physical injury.
- Corrections records (insofar as they relate to injuries or harms).

LEVELS 1 AND 2

None required

2. TO PROVE CONSEQUENTIAL LOSS OF OPPORTUNITY

LEVELS 3, 4 AND 5

- Workers' Compensation records, if the claim is based in whole or in part on a physical injury.
- Income Tax records (if not available, then EI and CPP records)
- Treatment records which are relevant to the asserted basis for the opportunity loss (including clinical, hospital, medical or other treatment records, but excluding records of counselling obtained to help ensure safety while pursuing an IRS claim). In the complex issues track, records from general practitioners, clinics or community health centres are deemed to be relevant unless the defendants consent to the contrary.

- Secondary (non-residential) school and post-secondary school records.

LEVEL 2

- Workers' Compensation records, if the claim is based in whole or in part on a physical injury.
- Income Tax records, or at the Claimant's choice, EI and CPP records
- Secondary (non-residential) school and post-secondary school records.

LEVEL 1

None required.

3. TO ESTABLISH A NEED FOR FUTURE CARE

None required, but a treatment plan should be submitted to support any claim for future care in any case where the Claimant is represented by counsel or is otherwise in a position to prepare one.

APPENDIX VIII: GOVERNMENT DOCUMENT DISCLOSURE

The government will search for, collect and provide a report setting out the dates a Claimant attended a residential school. There are several kinds of documents that can confirm attendance at a residential school, and as soon as one or more are found which deal with the entire relevant period, further searches will not be undertaken.

The government will also search for, collect and provide a report about the persons named in the Application Form as having abused the Claimant, including information about those persons' jobs at the residential school and the dates they worked or were there, as well as any allegations of physical or sexual abuse committed by such persons, where such allegations were made while the person was an employee or student.

Upon request, the Claimant or their lawyer will receive copies of the documents located by the government, but information about other students or other persons named in the documents (other than alleged perpetrators of abuse) will be blacked out to protect each person's personal information, as required by the Privacy Act.

The government will also gather documents about the residential school the Claimant attended, and will write a report summarizing those documents. The report and, upon request, the documents will be available for the Claimant or their lawyer to review.

In researching various residential schools to date, some documents have been, and may continue to be, found that mention sexual abuse by individuals other than those named in an application as having abused the Claimant. The information from these documents will be added to the residential school report. Again, the names of other students or persons at the school (other than alleged perpetrators of abuse) will be blacked out to protect their personal information.

The following documents will be given to the adjudicator who will assess a claim:

- documents confirming the Claimant's attendance at the school(s);
- documents about the person(s) named as abusers, including those persons' jobs at the residential school, the dates they worked or were there, and any sexual or physical abuse allegations concerning them;
- the report about the residential school(s) in question and the background documents; and,
- any documents mentioning sexual abuse at the residential school(s) in question.

With respect to student-on-student abuse allegations, the government will work with the parties to develop admissions from completed examinations for discovery, witness or alleged perpetrator interviews, or previous DR or IAP decisions relevant to the Claimant's allegations.

APPENDIX IX: INSTRUCTIONS FOR ADJUDICATORS

I. APPLICATION OF THE COMPENSABLE CLAIMS CRITERIA

In this IAP, compensation will be paid for all proven continuing claims, but not otherwise.

It is the adjudicator's responsibility to assess the credibility of each allegation, and, for those allegations which are proven on the civil standard, to determine whether what has been proven constitutes a continuing claim under this IAP.

The criteria for a continuing claim flow from, but may differ from, established case law on vicarious liability and negligence. Adjudicators are not to have reference to case law on vicarious liability or negligence. The compensability of proven continuing claims must be determined only by reference to the terms of this IAP, including instructions issued pursuant to it.

A. Physical or Sexual Abuse Committed by an Adult1. Where the victim was a student or resident

Where a sexual or physical assault was committed on a resident or student of an IRS by an adult, the following tests must be met:

- a) Was the alleged perpetrator an adult employee of the government or a church entity which operated the IRS in question? If so, it does not matter whether their contract of employment was at that IRS.
- b) If the alleged perpetrator was not an adult employee, were they an adult lawfully on the premises?
- c) Did the assault arise from, or was its commission connected to, the operation of an IRS? This test will be met where it is shown that a relationship was created at the school which led to or facilitated the abuse. If the test is met, the assault need not have been committed on the premises.

2. Where the victim was not a student or resident

Where a sexual or physical assault was committed by an adult on a non-student, the following tests must be met:

- a) Was the alleged perpetrator an adult employee of the government or a church entity which operated the IRS in question? If so, it does not matter whether their contract of employment was at that IRS.

- b) If the alleged perpetrator was not an adult employee, were they an adult lawfully on the premises?
- c) Was the Claimant under the age of 21 at the time of the assault?
- d) Did an adult employee give the Claimant permission i) to be on the premises ii) for the purpose of taking part in school activities?
- e) Did the assault arise from, or was it connected to, the operation of the school? This test will be met where it is shown that a relationship was created at the school which led to or facilitated the abuse. If the test is met, the assault need not have been committed on the premises. The permission to be on the premises for an organized activity creates the circumstances in which an assault may be compensable if the other tests are met, but it does not also circumscribe the location in which an assault must have been committed to qualify as one which arose from or was connected to an IRS.

B. Sexual or Physical Assaults Committed by a Student

Where a proven incident of predatory or exploitative sexual abuse at levels SL4 or SL5 was committed by another student, the following tests must be met:

- a) Did the assault take place on IRS premises?
- b) Was the sexual assault of an exploitative or predatory nature?
- c) Has the government failed to prove that reasonable supervision was in place at the school?

In this connection:

A sexual assault is deemed to have been predatory or exploitative where the perpetrator was significantly older than the victim, or where the assault was occasioned by threats, coercion or violence.

For greater certainty, the fact of a sexual assault having taken place at an IRS does not itself prove that reasonable supervision was not in place.

In all other instances where a defined sexual assault (including those at the SL4 or SL5 level which are not predatory or exploitative) or a defined physical assault was proven to have been committed by another student, the following tests must be met:

- a) Did the assault take place on school premises?

- b) Did an adult employee of the IRS have, or should they reasonably have had, knowledge that abuse (i) of the kind proven was occurring at the IRS (ii) at the relevant time period?
- c) Did an adult employee at the IRS fail to take reasonable steps to prevent the assault?

C. Additional Instructions re Physical Assaults

1. Since a physical injury is required to establish a compensable physical assault in this IAP, a need for medical attention or hospitalization to determine whether there was an injury does not establish that the threshold had been met.
2. 'Serious medical treatment by a physician' does not include the application of salves or ointment or bandages or other similar non-invasive interventions.
3. Loss of consciousness must have been directly caused by a blow or blows and does not include momentary blackouts or fainting.
4. Compensation for physical abuse may be awarded in this IAP only where physical force is applied to the person of the Claimant. This test may be deemed to have been met where:

-the Claimant is required by an employee to strike a hard object such as a wall or post, such that the effect of the force to the Claimant's person is the same as if they had been struck by a staff member;

provided that the remaining standards for compensation within this IAP have been met.

D. Other Wrongful Acts

This category is intended to provide compensation for wrongful acts not listed within the Compensation Rules which have caused the defined level of psychological consequential harms. If the basis for a claim being asserted in this category is described in another category, the latter must be applied to the claim.

Because of the novel nature of these claims, and the importance of establishing a clear causal connection between such acts and the defined level of psychological consequential harms, these claims are handled only in the complex issues track.

For the purpose of this category, a wrongful act, other than the specified act of physical abuse of grossly excessive duration and frequency, is one which

- a) was committed by an adult employee or another adult lawfully on the premises,

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- b) is outside the usual operational practices of the IRS at the time in question, and,
- c) exceeds recognized parenting or caregiving standards at the time.

Once an act or series of acts have been found to be wrongful, and not to be captured in another part of the Compensation Rules, then unless the parties consent to the contrary, the adjudicator must order the psychiatric or medical reports necessary to determine whether harms at the H4 or H5 level were caused by the act or acts.

In all OWA claims, the standard for proof of causation and the assessment of compensation within the Compensation Rules is the standard applied by the courts in like matters.

II. APPLICATION OF THE COMPENSATION RULES

Compensation for proven continuing claims is to be determined exclusively pursuant to the Compensation Rules. The Rules are designed to ensure that compensation is assessed on an individualized basis. While the abuse suffered is an important indicator of the appropriate level of compensation, so too are the circumstances in which the abuse was suffered by the individual, and the particular impacts it had on him or her.

The Compensation Rules were expressly designed to avoid a mechanistic approach to compensation by recognizing that a relatively less serious act can have severe consequences, and vice versa. They accomplish this goal by requiring both an objective assessment of the severity of the abusive act, and then a distinct and highly subjective assessment of how that act affected the individual Claimant. Accordingly, the categories defining acts and harms must be assessed separately, and the words in each category must be read purposively within their respective contexts.

In particular, in determining the level of harm suffered by a Claimant, adjudicators are to consider each of the five categories as a whole, and in relation to the other categories, rather than focussing on isolated words within a given category. This IAP calls for a contextual consideration, having particular regard to the headings for each category, in order to determine which of the categories best reflects the Claimant's proven level of harms resulting from compensable abuse.

1. The Proven Acts

The first step in applying the framework is to determine which acts of abuse have been proven on the civil standard of proof. The most serious act or acts of proven abuse, whether physical or sexual, determines the single range within which points for all abusive acts suffered over the course of attendance at one or more residential schools are to be assigned. Multiple acts of either physical or sexual abuse are recognized in the definitions of the categories of abuse; the impact of sexual abuse being accompanied by physical abuse is dealt with later as an aggravating circumstance.

Once the most serious category among the proven act categorizations has been determined, a point total will be assigned within that category's range. The adjudicator has the discretion to choose the point level within that range, having regard to the relative seriousness of the proven acts compared to the acts listed within that category. For example, in the category of nude photographs it is expected that a single photo of nude buttocks retained by the photographer would be assigned fewer points for the act itself than a series of highly sexualized photos which had been put into wide distribution. The potential for an individual to suffer a high degree of trauma from an objectively less serious act is recognized, but is to be addressed in the harms categories within the framework, rather than by increasing the points otherwise appropriate for the act itself.

2. Consequential Harms

After the assignment of points for the proven acts has been determined, the next step is to assess any proven consequential harms which flowed from the proven acts, including those which were subsumed for the purpose of assigning points to the acts. This is done by reference to the consequential harms categories.

A Claimant must provide evidence or there must be expert evidence to prove each asserted harm on the balance of probabilities. In the standard track, once a compensable act and a compensable harm have each been established on the evidence according to a balance of probabilities, only a plausible link between them need be established in order for compensation to be awarded for them. A finding of a plausible link does not require the negation of other potential causes of harms, but it must be based on or reasonably inferred from the evidence led in the case rather than assumptions or speculation as to possible links. Adjudicators shall have regard to their powers under Appendix X, below.

In the complex issues track, harms must be proven to have been caused by one or more continuing claims, and compensation must be assessed within the Compensation Rules, using the same standards a court would apply in like matters.

Harms not proven to be linked to or caused by acts constituting compensable abuse may not be taken into account in assessing points in the harms categories.

Harms up to and including H3 are not to be the subject of expert assessments, although treatment notes and clinical records from treating doctors or counsellors, or if such are not available, a report from treating doctors or counsellors may be relied upon to supplement or contradict the Claimant's evidence of harms suffered. Where a Claimant's evidence credibly establishes the abuse plus apparent harms at levels 4 or 5, or on the joint recommendation of the parties before the hearing, the adjudicator may order an expert assessment. Only where such an assessment has been obtained and considered, or where the parties consent to points at these levels being considered without such an assessment, may the adjudicator find that harms at the two highest levels have been proven and were caused by the proven abuse.

Points for consequential harm are assessed only once, at the level of harm which best reflects the evidence in the case and the causation standards of this IAP. Within the range for that level, the adjudicator has the discretion to determine the points to be assigned. Again, the relative gravity of the harm within the appropriate category will determine where within the applicable range the points should be assigned.

3. Aggravating Circumstances

The adjudicator must then determine whether any of the listed aggravating factors have been proven on the civil standard of proof. Only the specific aggravating factors listed in this IAP may be taken into account in assessing this category. Provided such factors are specifically proven, and are proven to have made the compensable abuse worse, they may be taken into account whether or not they were coincident in time and place with such abuse.

Once these tests have been met, the adjudicator has the discretion to determine a percentage to be added for one or more proven aggravating factors collectively. This discretion is to be exercised having regard to the seriousness of the aggravating factor in the specific context in which it occurred, including the impact the factor actually had on the Claimant. No other aggravating factors may be considered.

The percentage for aggravating factors is then applied to the total of the points assigned for the acts and the harms. The resulting number of points for aggravating factors is then rounded up to the nearest whole number.

4. Consequential Loss of Opportunity

Where the Claimant has asserted that the abuse caused them to suffer a consequential loss of opportunity, the adjudicator will then consider that part of the claim. Two aspects must be taken into account. First, the Claimant must prove, on the civil standard of proof, one or more of the circumstances or experiences listed in this part of the Rules, with expert evidence being required to establish the harms leading to the losses at levels 4 or 5 unless the parties have agreed to dispense with it. Second, in the standard track he or she must convince the adjudicator that there is a plausible link between the abuse proven to have occurred at the IRS, and the proven subsequent experience. In the complex track, consequential loss of opportunity must be proven to have been caused by one or more continuing claims, and compensation must be assessed within the Compensation Rules, using the standards a court would apply in like matters.

Where this proof is established, the adjudicator will then select the range of points reflecting the most serious proven loss linked to the abuse according to the standards for the track in question, and assign a point total within that range. Within the appropriate range the adjudicator will assign points based on the relative seriousness within the category of the proven experiences.

It is important to note that consequential loss of opportunity within the compensation framework is not intended as a surrogate for a loss of income claim. Actual income loss claims constitute a distinct basis for compensation within this IAP, and the standards for their assessment do not apply to consequential loss of opportunity claims.

5. Actual Income Loss

Except on consent, actual income loss claims must be determined on the basis of expert evidence. The link between any proven actual income losses and the proven continuing claim must be established, and compensation must be assessed, using the same standards a court would apply in like matters.

Actual income loss claims are an alternative to a claim for consequential loss of opportunity, and both cannot be awarded.

6. Assessment of Compensation

All points assigned will now be totalled. This total determines the dollar range within which compensation can be awarded (except for the actual income loss element of an award), but it does not determine where within that range the adjudicator will award compensation. While a higher number of points within a range will normally lead to a higher level of compensation, the adjudicator has the discretion to determine compensation within the applicable dollar range having regard to the totality of the proven facts and impacts.

7. Future Care

Finally, where a claim has been made for future care, the adjudicator will consider whether to award additional compensation within and according to the criteria in the Compensation Rules. Relevant factors here will include the impacts of the proven abuse on the individual; any treatment already received for those impacts; the availability of treatment in the Claimant's home community and the need for assistance with travel costs; and the availability of alternative sources of funding for parts of the plan.

No award for future care shall be made unless the adjudicator is satisfied that the Claimant has a need for treatment of the kind proposed, and a genuine desire to use the funding for that purpose. In most cases, this will be evidenced by a treatment plan and an articulated and credible determination to follow that plan.

8. Conclusion

The compensation framework is designed to provide an individual assessment of abuse suffered and its impact to generate compensation levels consistent with or more generous than court awards in each jurisdiction, using in a systematic and transparent way the factors applied by the courts. In the interests of fairness and consistency, all adjudicators must follow these instructions in applying the framework to the cases before them.

APPENDIX X: THE USE OF EXTRA-CURIAL KNOWLEDGE BY ADJUDICATORS

INTRODUCTION

A number of issues will arise concerning the ability of adjudicators to make use of information obtained or known beyond that provided by the parties in each individual case. There are several aspects to this matter:

- use of background information and/or personal knowledge, for example on
 - schools
 - child abuse and its impacts
 - the residential school system
- carry-forward of information from hearing to hearing, for example on
 - alleged perpetrators and the *modus operandi* of proven perpetrators
 - conditions at a school
 - credibility findings
- use of precedents from other adjudicators
- ability of adjudicators to confer

The approach to be taken to these issues is set out below, by reference to the source of the information in question.

1. Orientation Materials Provided to Adjudicators

Adjudicators will be supplied with orientation materials on the residential school system and its operations, as well as on child abuse and its impacts.

If any of the orientation materials are specifically identified as containing uncontested facts or opinions, they may be used as follows:

Adjudicators are expected to inform themselves from this material. They may use it to question witnesses, but also to make findings of fact and to support inferences from evidence they find credible, for example to conclude that trauma of a certain kind can be expected to flow from a sexual assault on a child. These latter uses of this information are justified by the fact that representatives of all interests have agreed to its inclusion in the orientation materials for this use, and all participants in a hearing will have access to the orientation materials.

Wherever possible the adjudicator should use the information at the hearing to formulate questions to any witnesses who may be able to

comment on it, or whose testimony it may contradict, support, or help explain. Where this is not possible, the proposed use in reaching a decision should be identified to the parties at the hearing to give them a chance to comment on it in their submissions, but so doing is not a condition precedent to the proposed use.

Where the material is used in coming to a finding of fact, or drawing an inference, it should be cited and its relevance and the rationale for its use set out in the decision.

Where orientation information provided to adjudicators does not represent uncontested facts or opinions, it may be used by adjudicators as follows:

Adjudicators may use this category of orientation materials as a basis for questioning witnesses, or testing the evidence, but may not rely on it as an independent basis for their conclusions of fact or their assessment of the actual impact of abuse on an individual.

2. Personal Knowledge of Abuse and its Impacts

Some adjudicators may bring to the job an extensive background in dealing with child abuse, or may receive information on child abuse and its impacts at training sessions or continuing education programs, or through their own reading or research.

The approach to the use of this kind of information is as follows:

Adjudicators may use their personal knowledge, training they have received, or general educational materials, as a basis for questioning witnesses, or testing the evidence, but may not rely on them as an independent basis for their conclusions of fact or their assessment of the actual impact of abuse on an individual.

3. Document Collections

Adjudicators will be provided with Canada's, and potentially a church's, document collection on each school for which they are holding hearings. This material will also be available to Claimants and their counsel.

The approach to the use of this kind of information is as follows:

Adjudicators are expected to inform themselves from this material, which may be used as a basis for findings of fact or credibility. Where any of it is so used by adjudicators, it must be cited and its relevance and the rationale for use set out in the report.

Because this information is specific to the school in question and is provided in advance, it is expected that adjudicators will be familiar with it

before starting a hearing to which it is relevant. Given this, before relying on specific documents to help decide a given case, the adjudicator should seek the consent of the parties, or put the relevant extracts to any witnesses who may be able to comment on them, or whose testimony they may contradict or support. Where there are no such witnesses, or where one or more parties contest the use of the documents, the adjudicator may still use them in his or her decision, but wherever possible should advise the parties of the proposed use of the document so that they may address it in their submissions.

4. Previous findings

Adjudicators will hear evidence about, and make findings of fact about, the operations of various schools, their layouts, the conditions that pertained in them, the acts and knowledge of adult employees, and where an individual is found to have committed a number of assaults in a particular way, their *modus operandi*.

The approach to the use of this kind of information is as follows:

Adjudicators must treat each individual's claim as a unique claim to be determined on the evidence presented, plus information expressly permitted to be used according to the guidelines agreed to for this process. They may not carry forward, much less be bound by, previous findings they have made, including findings of credibility.

They may, though, use information from previous hearings to inquire about possible admissions, or failing that, to question witnesses. This ability to bring forward information from previous hearings for these specific purposes flows from the fact that this IAP is not a party-controlled adversarial process. Instead, the inquisitorial model is being used to have adjudicators inquire into what happened, using their skills and judgment to question witnesses to determine the facts.

While it would not be fair to base a decision on evidence from a previous hearing, since some or all of the parties would not know its context, and would be unable to challenge its reliability, it is also not appropriate to insist that adjudicators act as if each case were their first one. Their job requires them to test evidence and determine what happened. While they cannot call witnesses, it is their duty to question them, and they must be free to pose questions and follow lines of inquiry they believe to be relevant. Whether that belief flows from common sense, instinct, or something heard at another hearing, it is appropriate as a basis of inquiry, although, in the absence of an admission, not as evidence.

5. Stare decisis

Although reasons will be issued in each case, the IAP will not operate on the basis of binding precedent. All adjudicators are of equal authority, and should not consider themselves bound by each other's previous decisions. Through conferencing, adjudicators may come to a common interpretation of certain procedural issues, but each case must be determined on its own merits.

APPENDIX XI: TRANSITION FROM LITIGATION OR ADR PROJECTS, AND PRIORITIES FOR ACCESS TO THE IAP.

All IRS Claimants who meet the criteria for this IAP may apply to it for the validation of their claim except:

1. Claimants who have settled their IRS claim, whether in the litigation stream or the existing DR, except as provided for in the transition rules established by the Class Action Judgments.
2. Claimants whose claims have been dealt with at trial.

For greater certainty, participation in unsuccessful resolution discussions with the Government or a church in an attempt to settle claims does not preclude access to the IAP. Only where one of the above conditions applies will an application to enter the new process be rejected.

Rules for Pre-existing Evidence

Where a Claimant who has given evidence in a previous IRS proceeding in a pilot project, or in a hearing under the DR Model or this IAP (where a new hearing has been ordered following a review), or in litigation proceedings (including answers to interrogatories or participation in an examination for discovery), wants to and is eligible to enter the IAP:

- (i) the record of the previous evidence must be provided to the adjudicator in the IAP, who may use it as a basis to question the Claimant;
- (ii) the Claimant must appear before the adjudicator to give evidence, if a hearing is held;
- (iii) the Claimant may adopt their previous evidence rather than provide a narrative account at the hearing;
- (iv) the Claimant is subject to questioning by the adjudicator on the same basis as other Claimants.

The fact that a case is transferred from litigation where documentary rules are different does not change the kinds of documents permitted in proceedings under the IAP. For greater certainty, the only expert assessments permitted in this IAP are those conducted by an agreed-upon expert on the order of, and under the direction of, an adjudicator.

Potential for Expediting the Transfer

To expedite transition to the new system, and reduce the burden of completing an application in circumstances where the Claimant has already given evidence, counsel for

the Government and the claimant should endeavour to develop an agreed statement of fact on some or all of the issues based on the evidence given.

Phasing of Acceptance into the IAP

In considering applications to the IAP, including applications to the DR Model which are transferred to the IAP, priority will be given, in order, to:

- a) Applications from persons who submit a doctor's certificate indicating that they are in failing health such that further delay would impair their ability to participate in a hearing;
- b) Applications from persons 70 years of age and over;
- c) Applications from persons 60 years of age and over;
- d) Persons who have completed examinations for discovery;
- e) Persons who are applying as members of groups.

Among persons in categories d or e, above, the health of any alleged perpetrator who has indicated they will give evidence at a hearing may be used to establish priority.

APPENDIX XII: FORMAT FOR DECISIONS

Adjudicators must produce a decision outlining and supporting their findings in each case. To help ensure consistency, fairness and efficiency, these decisions must be prepared in a standard format.

The decisions are primarily to explain to the parties how the adjudicator's decision was reached, but they must also support and facilitate consultation among adjudicators, and review for error.

The format does not contemplate a narrative exposition of the evidence heard. Instead, it requires a focus on findings, and the rationale for those findings. A transcript of the evidence will be available for Claimants who wish a record of their testimony; it is not the purpose of the report to provide such a record. Similarly, the transcript will be available for a review; the evidence need not be summarized in the decision for those purposes.

While an arbitrary page limit will not be set, it is expected that most decisions will be in the range of 6-10 pages. The approved format is as follows:

A. Summary

1. Summary of allegations
2. Summary of conclusions

B. Decision

Where the claim was proven in whole or in part state the compensation awarded. Where the claim is not established, state that it is dismissed.

C. Analysis

1. Outline each specific allegation or linked series of allegations, and set out the findings of fact pertinent to it. Do not outline the evidence as a whole.
2. In making findings for each abuse allegation or series of linked abuse allegations:
 - a. if the evidence was uncontradicted, indicate whether, and the basis on which, it was found credible or not credible, or
 - b. if there was conflicting evidence, indicate which evidence was found credible and why, and
 - c. having regard to the evidence found credible, outline whether, and the basis on which, the civil standard of proof was found to have been met, or not met.

3. Having regard to the proven allegations as a whole, outline the harms, impacts and aggravating factors found, or not found, to have been established on the civil standard of proof, along with the basis for those findings. For the proven harms and impacts, indicate whether, and on what evidence, the Claimant has established causation of the proven harms as required under this IAP.
4. In relation to the proven acts, and the proven and plausibly-linked harms and impacts, outline the calculation of compensation by indicating:
 - a. The most serious proven acts, the applicable range, and the rationale for the points assessed within the applicable range
 - b. The most serious proven harms for which causation pursuant to this IAP has been proven, the applicable range, and the rationale for the points assessed within the applicable range.
 - c. The proven aggravating factors, and the rationale for the percentage found appropriate.
 - d. The most serious proven opportunity loss for which causation pursuant to this IAP has been proven and the rationale for the points assessed within the relevant category.
 - e. In the case of an actual income loss assessment, the evidence and caselaw relied upon for the assessment.
 - f. Findings and rationale for any future care compensation assessed.

APPENDIX XIII TO THE LAP: APPOINTMENT PROCESSES AND TRANSITION PROVISIONS FOR THE OVERSIGHT COMMITTEE, THE CHIEF ADJUDICATOR AND THE ADJUDICATORS

Former IRS Student Representatives on the Oversight Committee

The AFN shall designate one former student to serve on the Oversight Committee, and another to serve as an alternate, as shall collectively the Inuit organizations which under the Settlement Agreement have a representative on the NAC.

Default

In the event that the designations are not made, the NCC (once established, the NAC) shall make the appointment or appointments, following consultations with representative aboriginal organizations.

Plaintiff Counsel Representatives on the Oversight Committee

The plaintiffs' counsel bodies represented on the NCC shall designate the first two plaintiffs' counsel to serve on the Oversight Committee, plus one alternate, with subsequent designations being made by the plaintiffs' counsel bodies represented on the NAC.

In the event that the designations are not made, the NCC (once established, the NAC) shall make the appointments.

Church Representatives on the Oversight Committee

The denominations which are a party to the Settlement Agreement shall collectively designate two representatives, plus one alternate, to serve on the Oversight Committee.

In the event that the designations are not made, the NCC (once established, the NAC) shall make the appointments.

Government of Canada Representatives on the Oversight Committee

The government shall designate two representatives plus one alternate to serve on the Oversight Committee.

Neutral Chair of the Oversight Committee

The first chair shall be a person nominated by the Hon. Frank Iacobucci and approved by at least 6 members of the NCC. Subsequent chairs shall be a person nominated by the outgoing chair and approved by at least 6 members of the NAC. If a chair dies or is incapacitated before making a nomination, the nomination shall be made by majority vote of the Oversight Committee.

Chief Adjudicator and Adjudicators

The government shall issue RFPs for the positions of Chief Adjudicator and Adjudicators for the IAP, following the applicable recruitment processes for positions of this kind. For the first recruitment process, the terms of the RFPs shall be substantially the same as the terms used to recruit similar positions under the DR Model. Any proposed changes from those terms shall be discussed with the NCC before being adopted. For subsequent recruitments, the RFPs shall be on terms which are substantially the same as the terms of the first RFPs, with any proposed changes being discussed with the NAC.

Chief Adjudicator

The Chief Adjudicator shall be chosen by the unanimous agreement of a selection board composed of one representative of each of former students, plaintiffs' counsel, church entities, and government. These members of the selection board shall be appointed by the representatives of those interests serving on the Oversight Committee when the appointment is to be made.

Adjudicators

The adjudicators, other than adjudicators previously appointed for the DR Model, shall be chosen by the unanimous agreement of a selection board composed of one representative of each of former students, plaintiffs' counsel, church entities, and government. These members of the selection board shall be appointed by the representatives of those interests serving on the Oversight Committee when the appointment is to be made. The selection board shall conduct its interviews and make its selections with the non-voting participation of the Chief Adjudicator or his or her designate. More than one selection board may be appointed to operate concurrently.

Transition

Until the conclusion of the above competitions, the Chief Adjudicator under the DR Model and any of the Process A adjudicators designated for the purpose by the Chief Adjudicator shall discharge the corresponding functions under the IAP. For greater certainty, existing DR Model adjudicators must compete for ongoing appointments under the IAP, but may continue to hear DR matters until the expiry of their appointments thereunder.

Adjudicators appointed for the DR Model who apply to become IAP adjudicators shall be chosen by a selection board composed of one representative of each of former students, plaintiffs' counsel, church entities, and government. These members of the selection board shall be appointed by the representatives of those interests serving on the Oversight Committee when the appointment is to be made. More than one selection board may be appointed to operate concurrently.

The selection board shall conduct its interviews and make its selections with the non-voting participation of the Chief Adjudicator or his or her designate. If a decision cannot

be reached by consensus, the Chief Adjudicator or designate may vote, with four affirmative votes being required for the selection of a candidate.

Designations of representatives for the Oversight Committee shall be made, and the neutral chair shall be selected, within 60 days of the date of the last of the Approval Orders.

The Chief Adjudicator Reference Group established for the DR Model shall act as the Oversight Committee until the latter is established

APPLICATION FOR THE INDEPENDENT ASSESSMENT PROCESS

IMPORTANT NOTE: There is a deadline for the submission of applications to this process. If you are considering applying in 2011 or later, call the Help Desk to obtain the cut-off date for applications.

GETTING HELP AND SUPPORT

A *Guide* accompanies this *Application*. It gives details about the Independent Assessment Process and step by step instructions for completing this *Application*. If you don't have a copy of the *Guide*, please call the Help Desk at 1-800-816-7293.

Getting counselling support

Throughout this Independent Assessment Process, you will be asked for information about the abuse you suffered at residential school. This *Application* asks you to write, in detail, about the abuse and how it has affected you. The content of the *Guide* and the accompanying *Application*, including descriptions of abuse, may disturb you.

If you feel anxious or unwell when you think about your residential school experience, or while you are filling out this *Application*, you may want to have someone with you or nearby for support, such as a family member, counsellor, traditional healer, Elder or someone else from your community. Ask for help if you need it. Take as long as you need to read the *Guide* and to fill out this *Application*.

The Government of Canada will make **confidential** counselling support available to help you throughout the Independent Assessment Process. For more information, please see page 5 in the *Guide*. **At any time, Aboriginal crisis counsellors are available by calling 1-866-925-4419 if you need help.**

Getting legal help

It is recommended you hire a lawyer, because of the legal issues involved in this Independent Assessment Process.

If you hire a lawyer and you receive compensation in the Independent Assessment Process, the government will contribute to your legal costs. Please see page 3 of the *Guide* for more information.

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Section 1	Personal information
Section 2	Indian Residential School identification
Section 3	The abuse
Section 4	The harms suffered and treatment received
Section 5	Education and work history
Section 6	Future care
Section 7	Hearing preferences and Church involvement
Section 8	Declaration

When completing this *Application*, please

- use black ink
- use as much extra paper as you need

If you have additional comments that you would like to include in this *Application*, please attach them.

Section 1 — Personal information

See page 10 of the *Guide*.

1. Mr. Mrs. Ms. Miss
Current Last name

First name

Middle name

2. **Other names** you are now known by

3. **Other names** you may have been known by in residential school (for example, maiden name, nicknames)

4. **Current mailing address**

Street and apartment number

P.O. Box or R.R. #

City/Town

Province/Territory Postal Code

Home phone () _____

Other phone () _____

5. **E-mail address** (if you wish to use one)

6. If you are not represented by a lawyer, **where and how should we contact you** (for example, at work, home or by email, phone or fax, or through someone you know)

If you want to be contacted by phone, can we leave you a message?

Yes No

7. **Your birth date** (day/month/year)

8. Male Female

9. **Current Indian Registration (Status) Number or Inuit Disc Number** (if you have one)

10. If you are a member of an established group (see page 10 of the Guide) in this process, please identify:

Group coordinator _____

Phone () _____

Address and e-mail

Name of group _____

Name of group lawyer (if known)

If you later change your mind about wanting to proceed with this group, you will have to let us know in writing.

11. If someone else is helping you to fill out this *Application*, please provide that person's:

Name

Relationship to you

Address

Phone Number () _____

Organization (if applicable)

12. Applications from people who are 60 or older, or are in failing health, are given priority. To prove you are in failing health, you will have to obtain a letter from a doctor, saying that further delay would interfere with your ability to participate in a hearing.

Are you in failing health?

Yes

No

If you are in failing health, please include a doctor's letter with your *Application*, or send it to:

Indian Residential Schools Adjudication Secretariat
(address tbd)

13. Have you started a court claim or a previous Alternative Dispute Resolution process claim with respect to your residential school experience?

Yes No

14. Have you received a settlement or decision on your claim in the court process or the previous Alternative Dispute Resolution process?

Yes No

Section 2 — Indian Residential School identification

See page 10 of the *Guide*.

1. Check at least one box:

- I lived at a residential school.
- I did not live at the school, but I was a student at a residential school.
- I was not a student or resident at a residential school.

If you were not a student or resident, why were you at the residential school?

2. Please tell us which residential school(s) you attended. See page 10 of the *Guide* for the list of eligible residential schools.

	School Name and Province or Territory	Approximate Dates attended	
		from	to
#1		_____ (month/year)	_____ (month/year)
#2		_____ (month/year)	_____ (month/year)
#3		_____ (month/year)	_____ (month/year)

PLEASE READ BEFORE TURNING THE PAGE

The following pages ask you for detailed information about the abuse you suffered at residential school. These questions may trigger certain memories and bring painful feelings. Because of this we suggest that you proceed slowly and that you be in a safe place when you look at and answer these questions.

We recommend you read and complete the following pages with a support person nearby, such as a family member, counsellor, traditional healer, Elder, or someone else you trust.

If you feel anxious or unwell and need to talk to someone, Aboriginal crisis counsellors are available 24 hours a day on a confidential basis. Just call 1-866-925-4419.

Ongoing confidential counselling support is offered throughout this process. See page 5 of the *Guide* for details.

Section 3 — The abuse

See page 11 of the *Guide*.

Not all types of abuse are covered by the Independent Assessment Process. See page 11 of the *Guide* for details.

1. This Table asks for brief information about the abuse you experienced. You will be asked for details on the next page.

Information About the Abuse				
	Incident of abuse	Level of abuse (From Page 12 of the <i>Guide</i>)	Approximate date(s) when abuse occurred	Who abused you (give the name and if they were an adult at the time, also give the person's job or position, if you know them)
1				
2				
3				
4				
5				

If you suffered more than 5 incidents of abuse, please use a separate piece of paper and attach it to your *Application*.

2. For each of the incidents listed on page 8, in your own words please tell us **who** abused you, **what** happened, approximately **when and how often** the abuse happened and **where** it happened. Give as much detail as you can.

Lined area for handwritten response.

3. **Aggravating factors.** What other circumstances, if any, did you experience that worsened the effects of the abuse you suffered? Please check any aggravating factors that apply to your claim:

- verbal abuse
- racist acts
- threats
- violence accompanying sexual abuse
- failure to provide care or emotional support following abuse requiring such care
- witnessing another student being subjected to an act set out on page 14 of the *Guide*
- intimidation
- inability to complain
- humiliation
- degradation
- particular vulnerability or young age
- use of religious doctrine, religious paraphernalia or religious authority during, or in order to facilitate, the abuse
- betrayal (that is, you were abused by an adult who had built a particular relationship of trust and caring with you)

4. **Abuse by a student: Information about reports**

If you were abused by another student, did you report the abuse to any staff at the residential school? Please give details. Do you believe that the staff at the residential school knew or should reasonably have known that students were being abused by other students? If so, why do you think they knew or should have known this?

Section 4 – The harms suffered and treatment received

See page 14 of the *Guide*.

1. For the incidents you listed on page 8, please tell us **in your own words** how the abuse has affected your life. Give as much detail as you can. Please see page 15 of the *Guide* for the types of harms covered in this process.

Lined area for providing details on how abuse affected life.

If you need more pages, please attach them to your *Application*.

2. If you have listed a **physical injury** on page 8 or 12, what physical injury did you suffer and how long did it last?

3. Did you receive treatment for this **physical injury** while at the residential school or after leaving the school?

Yes No

If yes, please describe the type of treatment, who provided the treatment and when and where it was provided.

4. Have you ever received treatment, counselling or traditional healing for **emotional, mental or psychological effects** of the abuse you listed on page 8?

Yes No

If yes, please describe the type of treatment, counselling or traditional healing you received, who provided the treatment and when and where it was provided.

5. What level of harm are you claiming? See page 15 of the *Guide*. (check only one box):

Level 1 Level 2 Level 3 Level 4 Level 5

If you are claiming compensation for harms at levels 3, 4 or 5, you will have to obtain and submit certain documents later in this process. If you are claiming compensation for harms at levels 4 or 5, the decision-maker will require that you see an expert who will assess your condition unless all parties agree that it is not necessary.

3. Please explain how the abuse you listed on page 8 affected your **education, training and work history.**

Lined area for handwritten response to question 3.

4. Considering the education, training and work history you have described in this section, please review the **Resulting loss of opportunity and compensation points** section of the Compensation Rules in Table 1 on page 17 of the *Guide*, and then answer this question:

Are you asking for compensation for Loss of Opportunity or Actual Income Loss?
(check only one box):

- Loss of Opportunity Actual Income Loss Neither

If you are claiming loss of opportunity, please see page 17 of the *Guide* and check what level matches your Loss of Opportunity (check only one box):

- Level 1 Level 2 Level 3 Level 4 Level 5

If you are claiming compensation for Loss of Opportunity at levels 3, 4 or 5, or for Actual Income Loss, you will have to obtain and submit certain documents later in this process. For levels 4 or 5, or for Actual Income Loss the decision-maker will require an expert assessment unless all parties agree that it is not necessary.

If you are claiming Actual Income Loss, your claim will involve a higher level of proof and, generally expert assessment. Because of the legal complexities, it is strongly recommended you seek legal advice if you want to pursue this type of claim. Please see page 17 of the *Guide*.

Section 6 — Future care

See page 18 of the *Guide*.

1. Are you interested in having or continuing **treatment or counselling** in the future for your IRS abuse?

Yes No

If Yes, please explain and give details of what type of treatment or counselling you intend to pursue or continue. Estimate the number of treatments or sessions and provide an approximate cost for them. Before your hearing you should work with your lawyer or a counsellor to prepare a plan for the treatment or counselling you intend to obtain.

Lined area for providing details of treatment or counselling.

Section 7 - Hearing preferences and Church involvement
See page 18 of the *Guide*.

If your claim is accepted into the Independent Assessment Process and if a hearing is scheduled, you can tell us your preferences for the hearing. Every effort will be made to accommodate your stated preferences. Please see page 2 of the *Guide* for an overview of the hearing process.

1. Do you prefer to have an adjudicator who is:
 No Preference Male Female

2. Do you have a preference for the location of your hearing?
 Yes No

If Yes, give your preferred locations:

_____ 1st Choice
_____ 2nd Choice

Health Support Worker

3. It is usual practice to have an Aboriginal health support worker available at hearings. They can be in the hearing room if you wish, or they can be available nearby. Do you wish to have an Aboriginal health support worker in the hearing room with you?
 Yes No

If Yes, may we pass along your name and contact information to them?
 Yes No

Church involvement

As a party to the process, the church involved in your claim has a right to participate in your hearing. Where the church chooses not to participate, they may still wish to attend your hearing to witness your evidence and/or provide pastoral support.

4. Would you prefer that a church representative not be present at your hearing to bear witness to your claim and/or to provide pastoral support?
 I would prefer that a church representative not be present.

5. If your claim is settled without a hearing, would you like an opportunity to meet with a church representative to discuss your claim and/or for pastoral support?
 Yes No

Section 8 — Declaration See page 18 of the *Guide*.

I give my permission to the Library and Archives of Canada, Indian and Northern Affairs Canada, and any other federal, provincial or territorial government department having records relevant to my claim to share them with Indian Residential Schools Resolution Canada. This permission will allow the government to research my claim.

I understand that my personal information, including the details of any claim of abuse, may be shared with the government, the decision-maker, any participating church organizations, person(s) I identify as having abused me, and witnesses. Information provided to the person(s) I identify as having abused me and witnesses will not include my contact details or other information not relevant to their role in the claim, unless I want it to be shared.

I agree to respect the private nature of any hearing I may have in this process. I will not disclose any witness statement I receive or anything said at the hearing by any participant, except what I say myself.

I confirm that the statements in this *Application*, whether made by me or on my behalf, are true. Where someone helped me with the *Application*, they have read to me everything they wrote and I confirm that it is true. I know that signing this *Application* has the same effect as if I had made it under oath in court.

Witness

Claimant

Print Name of Witness

Date

I certify that I have reviewed this completed *Application* with my client to determine the accuracy of its contents.

Signature of Lawyer

Name of lawyer

Law Firm

Address

Phone: () _____

Fax: () _____

E-mail address: _____

SCHEDULE "E"
RESIDENTIAL SCHOOLS

British Columbia Residential Schools

Ahousat
Alberni
Cariboo (St. Joseph's, William's Lake)
Christie (Clayoquot, Kakawis)
Coqualeetza
Cranbrook (St. Eugene's, Kootenay)
Kamploops
Kuper Island
Lejac (Fraser Lake)
Lower Post
St. George's (Lytton)
St. Mary's (Mission)
St. Michael's (Alert Bay Girls' Home, Alert Bay Boys' Home)
Sechelt
St. Paul's (Squamish, North Vancouver)

Alberta Residential Schools

Assumption (Hay Lake)
Blue Quills (Saddle Lake, Lac la Biche, Sacred Heart)
Crowfoot (Blackfoot, St. Joseph's, St. Trinite)
Desmarais (Wabiscaw Lake, St. Martins Wabiscaw)
Edmonton (Poundmaker, replaced Red Deer Industrial)
Ermineskin (Hobbema)
Holy Angels (Fort Chipewyan)
Fort Vermilion (St. Henry's)
Joussard (St. Bruno's)
Lac La Biche (Notre Dame des Victoires)
Lesser Slave Lake (St. Perer's)
Morley (Stony/Stoney, replaced McDougall Orphanage)
Old Sun (Blackfoot)
Sacred Heart (Peigan, Brocket)
St. Albert (Youville)
St. Augustine (Smokey River)
St. Cyprian (Victoria Home, Peigan)
St. Joseph's (High River, Dunbow)
St. Mary's (Blood, Immaculate Conception)
St. Paul's (Blood)

Sturgeon Lake (Calais, St. Francis Xavier)
Wabasca (St. John's)
Whitefish Lake (St. Andrew's)

Saskatchewan Residential Schools

Beauval
File Hills
Gordon's
Lac La Ronge (see Prince Albert)
Lebret (Qu'Appelle, Whitecalf, St. Paul's High School)
Marieval (Cowessess, Crooked Lake)
Muscowequan (Lestock, Touchwood)
Onion Lake Anglican (see Prince Albert)
Prince Albert (Onion Lake, St. Alban's, All Saints, St. Barnabas, Lac La Ronge)
Regina
Round Lake
St. Anthony's (Onion Lake, Sacred Heart)
St. Michael's (Duck Lake)
St. Philip's
Sturgeon Landing (replace by Guy, MB)
Thunderchild (Delmas, St. Henri)

Manitoba Residential Schools

Assiniboia (Winnipeg)
Birtle
Brandon
Churchill Vocational Centre
Cross Lake (St. Joseph's, Norway House)
Dauphin (replaced McKay)
Elkhorn (Washakada)
Fort Alexander (Pine Falls)
Guy (Clearwater, the Pas, formerly Sturgeon Landing, SK)
McKay (The Pas, replaced by Dauphin)
Norway House
Pine Creek (Campeville)
Portage la Prairie
Sandy Bay

Ontario Residential Schools

Bishop Horden Hall (Moose Fort, Moose Factory)
Cecilia Jeffrey (Kenora, Shoal Lake)
Chapleau (St. Joseph's)
Fort Frances (St. Margaret's)

McIntosh (Kenora)
Mohawk Institute
Mount Elgin (Muncey, St. Thomas)
Pelican Lake (Pelican Falls)
Poplar Hill
St. Anne's (Fort Albany)
St. Mary's (Kenora, St. Anthony's)
Shingwauk
Spanish Boys' School (Charles Garnier, St. Joseph's)
Spanish Girls' School (St. Joseph's, St. Peter's, St. Anne's)

Quebec Residential Schools

Amos
Fort George (Anglican)
Fort George (Roman Catholic)
La Tuque
Point Bleue
Sept-Iles

Atlantic Residential Schools

Shubenacadie

Nunavut Residential Schools

Chesterfield Inlet (Joseph Bernier, Turquetil Hall)

Northwest Territories Residential Schools

Aklavik (Immaculate Conception)
Aklavik (All Saints)
Coppermine (Tent Hostel)
Fort McPherson (Flemming Hall)
Ford Providence (Sacred Heart)
Fort Resolution (St. Joseph's)
Fort Simpson (Bompas Hall)
Fort Simpson (Lapointe Hall)
Fort Smith (Breynat Hall)
Hay River (St. Peter's)
Inuvik (Grollier Hall)
Inuvik (Stringer Hall)
Yellowknife (Akaitcho Hall)

00304

Yukon Residential Schools

Carcross (Chooulta)

Yukon Hall (Whitehorse/Protestant Hostel)

Coudert Hall (Whitehorse Hostel/Student Residence – replaced by Yukon Hall)

Whitehorse Baptist Mission

SCHEDULE "F"
ADDITIONAL RESIDENTIAL SCHOOLS

Federal Hostels at Great Whale River
Federal Hostels at Port Harrison
Federal Hostels at George River
Federal Hostels at Panniqtuug/Pangnirtang
Federal Hostels at Broughton Island/Qikiqtarjuaq
Federal Hostels at Cape Dorset/Kinngait
Federal Hostels at Eskimo Point/Arviat
Federal Hostels at Igloolik/Iglulik
Federal Hostels at Baker Lake/Qamani'tuaq
Federal Hostels at Pond Inlet/Mittimatalik
Federal Hostels at Cambridge Bay
Shingle Point Eskimo Residential School
Federal Hostels at Lake Harbour
Federal Hostels at Belcher Islands
Federal Hostels at Payne Bay
Forth Smith - Grandin College
Grouard (Alberta)
St. Joseph's/Fort William (Ontario)
Port Simpson (B.C.)
Kitimaat (B.C.)
Federal Hostels at Frobisher Bay/Ukkivik
Crowstand (Saskatchewan)
Fort Pelly (Manitoba)
Federal Hostel at Fort Franklin
Sarcee (Alberta)

SCHEDULE "G"

The Bishop of the Arctic

The Anglican Synod of the Diocese of Caledonia

The Diocesan Synod of Central Newfoundland

The Diocesan Synod of Eastern Newfoundland and Labrador

The Synod of the Diocese of Edmonton

The Diocesan Synod of Fredericton

The Synod of the Diocese of Kootenay

The Synod of the Diocese of Montreal

The Synod of the Diocese of Niagara

The Diocesan Synod of Nova Scotia and Prince Edward Island

The Incorporated Synod of the Diocese of Ontario

The Incorporated Synod of the Diocese of Ottawa

The Synod of the Diocese of Rupert's Land

The Diocese of Saskatoon

The Incorporated Synod of the Diocese of Toronto

The Diocesan Synod of Western Newfoundland

SCHEDULE "I"**TRUST AGREEMENT**

THIS AGREEMENT is made as of the ■ day of ■, 2006,

AMONG:

HER MAJESTY THE QUEEN IN RIGHT OF CANADA as represented by the MINISTER OF HUMAN RESOURCES AND SKILLS DEVELOPMENT and the MINISTER OF CANADIAN HERITAGE AND STATUS OF WOMEN (the "Trustee")

- and -

PLAINTIFFS, as represented by the National Consortium, Merchant Law Group, and other legal counsel as undersigned

- and -

THE ASSEMBLY OF FIRST NATIONS and INUIT REPRESENTATIVES

- and -

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

WHEREAS:

- A. On ■, 2006, the Settlement Parties entered into the Settlement Agreement for the resolution of the legacy of Indian Residential Schools, including the making of Common Experience Payments.
- B. Pursuant to the Settlement Agreement, the Settlement Parties agreed to enter into this Agreement to establish a trust to provide for the funding of the Common Experience Payments and certain other matters, on and subject to the terms set out in this Agreement.

NOW THEREFORE THIS AGREEMENT WITNESSES that, in consideration of the premises and the covenants and agreements herein contained, the Parties agree as follows:

ARTICLE 1**INTERPRETATION****1.1 Definitions**

In this Agreement, in addition to the terms defined in the description of the Parties set out above:

“Agreement” means this trust agreement including its recitals, as amended, supplemented or restated from time to time.

“Beneficiaries” means: (i) all Eligible CEP Recipients who have complied with the timing and other requirements of Section 5.04 of the Settlement Agreement, (ii) the Personal Representatives of all Eligible CEP Recipients who are Cloud Student Class Members who died on or after October 5, 1996 who have complied with the timing and other requirements of Sections 5.04 and 17.02 of the Settlement Agreement, and (iii) the Personal Representatives of all other Eligible CEP Recipients who died on or after May 30, 2005 who have complied with the timing and other requirements of Sections 5.04 and 17.01 of the Settlement Agreement and “Beneficiary” shall have a corresponding meaning.

“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.

“Fiscal Year” means, with respect to the Trust, the period commencing on the day and year first written above and ending on the immediately following December 31 and thereafter the calendar year.

“Initial Amount” has the meaning set out in Section 3.1 of this Agreement.

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

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

“Representative Ministers” has the meaning set out in Section 11.1 of this Agreement.

"Settlement Agreement" means the final settlement agreement made as of ■, 2006 among Canada, Plaintiffs, as represented by the National Consortium, Merchant Law Group and other legal counsel, The Assembly of First Nations, Inuit Representatives, The General Synod of the Anglican Church of Canada, The Presbyterian Church in Canada, The United Church of Canada and Roman Catholic Entities and its recitals and Schedules, as amended, supplemented or restated from time to time.

"Settlement Parties" means collectively and individually the signatories to the Settlement Agreement.

"Termination Date" has the meaning set out in Section 7.1 of this Agreement.

"Trust" means the trusts established by this Agreement for the purposes stated in Section 2.1 of this Agreement.

"Trust Account" has the meaning set out in Section 5.1 of this Agreement.

"Trust Fund", at any time, means each of the following money and other assets that are at such time held by the Trustee pursuant to this Agreement:

- (a) the Initial Amount;
- (b) the Designated Amount;
- (c) the moneys received by the Trustee pursuant to Section 5.06 of the Settlement Agreement, if any, and specified to form part of the assets of the Trust;
- (d) the income which shall be received and accumulated by the Trustee in accordance with Section 6.1 of this Agreement; and
- (e) all additional assets, rights and benefits of any kind or nature whatsoever arising, directly or indirectly, from or in connection with or accruing to any of the foregoing.

1.2 Capitalized Terms Not Defined Herein

All capitalized terms used in this Agreement and not defined herein shall have the meanings given to such terms in the Settlement Agreement.

1.3 Headings

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

1.4 Extended Meanings

In this Agreement words importing the singular number only 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."

1.5 No Contra Proferentem

The Parties acknowledge that their respective legal counsel have reviewed and participated in settling the terms of this Agreement and they agree that any rules of construction to the effect that any ambiguity is to be resolved against the drafting party is not applicable in interpreting this Agreement.

1.6 Statutory References

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

1.7 Day for any Action

If any day on or by which any action required to be taken hereunder is not a Business Day, such action must be taken on or by the next succeeding day which is a Business Day.

1.8 Currency

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

**ARTICLE 2
PURPOSES OF AGREEMENT****2.1 Purposes**

The Parties have entered into this Agreement to: (i) provide for the payment to and receipt by the Trustee of the Initial Amount and the Designated Amount, and (ii) provide for the establishment of the Trust for the benefit of Beneficiaries and other persons entitled to be paid out of the Trust in accordance with this Agreement and the Settlement Agreement.

**ARTICLE 3
SETTLEMENT OF TRUST****3.1 Settlement of the Trust**

The Trustee has received the sum of \$100 from the legal representatives of the Class Members and the Cloud Class Members for the purpose of settling the Trust (the "Initial Amount"). The Trustee acknowledges receipt of the Initial Amount and agrees to hold the Initial Amount and all other amounts at any time forming part of the Trust Fund upon the trusts and subject to the terms contained in this Agreement and the Settlement Agreement.

3.2 Name of the Trust

The name of the Trust shall be the "Designated Amount Fund."

3.3 Legal Entitlements

The legal ownership of the Trust Fund and the right to conduct the administration of the Trust shall be vested exclusively in the Trustee and the Beneficiaries of the Trust have no right to compel or call for any partition, division or distribution of the Trust Fund or any part thereof. No Beneficiary of the Trust shall have or shall be deemed to have any right of ownership in any of the assets of the Trust.

3.4 Irrevocable Trust

The Trust is intended and is hereby declared to be irrevocable.

**ARTICLE 4
DESIGNATED AMOUNT**

4.1 Liability to Pay

The legal representatives of the Class Members and the Cloud Class Members shall pay to the Trustee and the Trustee shall receive the Designated Amount on the Implementation Date.

**ARTICLE 5
INVESTMENT**

5.1 Investment

The Trustee shall deposit all amounts received at any time in accordance with this Agreement and the Settlement Agreement and all income accumulated in accordance with this Agreement and forming part of the Trust Fund within the Consolidated Revenue Fund pursuant to section 21 of the *Financial Administration Act*. The Trust Fund shall bear interest as provided in Order in Council P.C. 1970-300 of February 17, 1970 made pursuant to subsection 21(2) of the *Financial Administration Act*. For greater certainty, the Trustee shall have no obligation or authority to invest or reinvest the funds constituting the Trust Fund and subsections 27(5) and (6) of the *Trustee Act (Ontario)* shall have no application to the Trust.

**ARTICLE 6
INCOME AND CAPITAL**

6.1 Accumulation of Income

Until the Termination Date, the Trustee shall accumulate the income from the Trust Fund and shall each month add such income to the capital of the Trust Fund to be dealt with as part of the capital.

6.2 Distributions to Beneficiaries

The Trustee shall pay to each Beneficiary from the capital of the Trust Fund an amount, representing his or her Common Experience Payment, calculated in accordance with Section 5.02 of the Settlement Agreement.

6.3 Reviews of the Trust Fund

The Trustee shall review the Trust Fund as specified in Section 5.05(1) of the Settlement Agreement to determine the sufficiency of the Trust Fund to pay all distributions to Beneficiaries who have applied for a CEP as of the date of the review. In the event that the Trust Fund is insufficient to pay all distributions to all Beneficiaries who have applied for a CEP as of the date of the review under Section 6.2 of this Agreement, Canada shall, in accordance with Section 5.06 of the Settlement Agreement, pay to the Trustee an amount sufficient to remedy such deficiency and that amount shall form part of the Trust Fund.

6.4 Excess in the Trust Fund

If the audit of the Trust Fund made pursuant to Section 5.05(2) of the Settlement Agreement determines that the balance in the Trust Fund exceeds the amount required to make all remaining distributions to Beneficiaries under Section 6.2 of this Agreement, the amount remaining in the Trust Fund after all remaining distributions to Beneficiaries under Section 6.2 of this Agreement have been made shall be distributed by the Trustee in accordance with the provisions of Section 5.07 of the Settlement Agreement.

**ARTICLE 7
TERMINATION****7.1 Termination**

The Trust shall continue until the earlier of (i) the date on which the obligations set out in Article 5 of the Settlement Agreement have been met, and (ii) January 1, 2015 (the earlier of such dates is referred to as the "Termination Date"). As soon as practicable following the Termination Date, the Trustee shall:

- (a) pay or transfer any property remaining in the Trust Fund to the National Indian Brotherhood Trust Fund and to the Inuvialuit Education Foundation in accordance with Section 5.07(4) of the Settlement Agreement;
- (b) prepare a final accounting of the Trust Fund and provide such accounting to the National Administration Committee; and

- (c) file applicable final trust information and tax returns under applicable federal and provincial law and obtain necessary clearance certificates.

ARTICLE 8
RECORDS, REPORTING AND FINANCIAL STATEMENTS

8.1 **Records**

The Trustee shall keep such books, records and accounts as are necessary or appropriate to document the assets of the Trust and each transaction of the Trust. Without limiting the generality of the foregoing, the Trustee will keep records of all amounts received by the Trustee as part of the Trust Fund and all distributions made by the Trustee from the Trust Fund.

8.2 **Annual Reporting**

The Trustee shall provide to the National Administration Committee within sixty (60) days following the close of each Fiscal Year of the Trust and within sixty (60) days of the Termination Date, a written statement of account setting forth the balance in the Trust Fund at the beginning and end of the relevant period and all receipts, disbursements and other transactions in the Trust Fund during the relevant period. Upon the expiration of thirty (30) days from the date of receipt by the National Administration Committee of a statement of account, or upon the prior approval of the National Administration Committee, the Trustee shall be forever relieved and discharged from liability or accountability to anyone with respect to the acts or transactions shown in such statement, except for any acts or transactions objected to by the National Administration Committee in writing and delivered to the Trustee within such thirty (30) days.

ARTICLE 9
AMENDMENT

9.1 **Amendment**

No amendment to this Agreement will be valid or binding unless set forth in writing and duly executed by the Parties and approved by the Courts.

ARTICLE 10
ADMINISTRATIVE EXPENSES AND TRUSTEE'S FEES

10.1 Administrative Expenses

Subject to section 5.08(2) of the Settlement Agreement, all expenses with respect to the administration of the Trust shall be paid by Canada and shall not be payable out of the Trust Fund.

10.2 No Trustee's Fees

The Trustee shall not be entitled to any fees or allowance for serving as trustee.

ARTICLE 11
CONCERNING THE TRUSTEE

11.1 Representatives of the Trustee

At all times there shall be two federal Cabinet Ministers representing the Trustee (the "Representative Ministers"). The Representative Ministers shall be the incumbent Ministers from time to time responsible for the Office of Indian Residential Schools Resolution of Canada and Service Canada. The initial Representative Ministers shall be the Minister of Canadian Heritage and Status of Women and the Minister of Human Resources and Skills Development, respectively.

11.2 Change of Department Name

In the event of a change of name of the Department of either Representative Minister, the Trustee shall promptly provide notice of such change to the other Parties. For greater certainty, any such change of name shall have no effect on a Representative Minister's status as a representative of the Trustee.

11.3 Additional Trustee's Duties

In addition to the duties imposed under this Agreement, the Trustee acknowledges and accepts the duties imposed on the Trustee under the Settlement Agreement.

ARTICLE 12
GENERAL

12.1 Notices

Any notice or other communication to be given in connection with this Agreement will be given in writing and will be given by personal delivery or by electronic communication addressed to the recipient as follows:

- (a) to Her Majesty The Queen In Right Of Canada as represented by the Minister Of Human Resources And Skills Development and the Minister Of Canadian Heritage And Status Of Women:

IRSRC Legal Services Unit
Department of Justice
90n Sparks Street
Ottawa, Ontario
K1A 0H8

Attention: Senior Counsel
Facsimile number: 613-996-1810

HRSDC Legal Services Unit
Place du Portage, Phase IV, 11th floor
140 Promenade du Portage
Gatineau, Quebec
K1A 0J9

Attention: Senior General Counsel
Facsimile number: 819-953-8301

- (b) to the Class Members and the Cloud Class Members:

■
■

Attention: ■
Facsimile number: ■

(c) to The Assembly of First Nations:

■
■

Attention: ■
Facsimile number: ■

d) to the Inuit Representatives:

e) to the General Synod Of The Anglican Church Of Canada

f) to the Presbyterian Church In Canada

g) to the United Church Of Canada; and,

h) to the Roman Catholic Entities

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

12.2 Benefit of the Agreement

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

12.3 Counterparts

This Agreement may be executed in English or French 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.

12.4 Governing Law

This Agreement shall be governed by and construed according to the laws applicable in the Province of Ontario.

IN WITNESS WHEREOF the parties hereto have executed this Agreement.

SCHEDULE "J"

COMMEMORATION POLICY DIRECTIVE

COMMEMORATION

Commemoration is honouring, educating, remembering, memorializing and/or paying tribute to residential school former students, their families and their communities, and acknowledging their experiences and the broad and systemic impacts of the residential school system. Commemoration may involve the creation of, or improvements to existing, permanent memorials and commemorative structures, or ceremonies or other projects.

The government will provide funding to facilitate regional and national Commemoration initiatives that address the residential school experience and provide the opportunity to share the initiative with family and community.

Commemoration funding will be divided into annual funding levels. Proposals that are not approved in any given year may be re-submitted in subsequent years.

PROGRAM OBJECTIVE

The objective of the Commemoration Policy Directive is to:

- assist in honouring and validating the healing and reconciliation of former students and their families through Commemoration initiatives that address their residential school experience;
- provide support towards efforts to improve and enhance Aboriginal relationships and between Aboriginal and non-Aboriginal people;
- provide an opportunity for former students and their families to support one another and to recognize and take pride in their strengths, courage, resiliency, and achievements.
- contribute to a sense of identity, unity and belonging;
- promote Aboriginal languages, cultures, and traditional and spiritual values;
- ensure that the legacy of residential schools and former students and their families' experiences and needs are affirmed; and
- memorialize in a tangible and permanent way the Residential school experience.

COMMEMORATION INITIATIVE PROPOSALS

All former students, their families, communities and groups, are eligible to submit a proposal for a regional or national Commemoration project. Proposals should be submitted by communities, but proposals by other interested groups (for example former students of a particular school) may also be considered. Proposals will be submitted to the Truth and Reconciliation Commission for evaluation, and the Truth and Reconciliation Commission will make recommendations to IRSRC.

ELIGIBILITY CRITERIA

The following criteria shall guide approval on all proposals:

- at least one member of the group (or where applicable the governing body of the group) is a former IRS student or an immediate family member of an IRS student;
- disclosure of all sources and amounts of funding sought and obtained for the initiative;
- declaration that the group has not previously received any commemoration funding from IRSRC;
- demonstration that the recipient has the necessary capacity to manage and administer commemoration funding; and
- funding for all projects and events must respect Treasury Board policies and guidelines.

All decisions with respect to proposals will be made within the limits of the annual funding.

ELIGIBLE EXPENDITURES

Eligible expenditures for commemorative projects may include rental of a suitable hall or public venue, publishing, printing, accounting and legal costs. Expenditures may also include professional fees and material costs related to the design, management and construction of plaques, monuments or other memorials.

Proposals should identify upkeep costs, if any

POTENTIAL COMMEMORATION PROJECTS

National Commemoration projects will be based on proposals for the creation of permanent memorials, commemorative structures or improvements. Other projects may focus on a particular school, or may take place within a particular community. It is contemplated that most commemoration events will have a lasting or permanent component such as a "National Day of Healing and Reconciliation".

ACCOUNTABILITY FRAMEWORK

The Government of Canada requires accountability for specific results against stated objectives, in accordance with Treasury Board policies and directives.

LINKS WITH OTHER ASPECTS OF THE AGREEMENT

As part of the overall holistic approach to resolving the legacy of Indian residential schools, the activities stemming from the Commemoration Policy Directive should be coordinated with other initiatives under the Agreement and should link with other aspects of the Agreement, where possible, to ensure the overall goals of reconciliation will be promoted.



*In re Residential Schools Class Action
Litigation*

Settlement Notice Plan

Phase I – Hearing Notice

Phase II – Claims/Opt-Out Notice

*Prepared by Hilsoft Notifications
May 17, 2006*

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1. Introduction

The “Notice Plan” (or the “Plan”) that follows outlines the dissemination efforts that will be undertaken to provide adequate notice to those affected in connection with the *In re Residential Schools Class Action Litigation*, including notification of the Hearings (Phase I) and notification of the Claims/Opt-Out process (Phase II). The Plan is based on meeting key objectives, utilizes extensive and appropriate prior class action notice experience, and is substantiated by industry standard research tools and data. It has been developed with valuable input from Aboriginal people and groups, counsel for the parties, and the Government.

Hilsoft Notifications has designed and will implement this Notice Plan. Hilsoft Notifications’ President, Todd B. Hilsee, has been recognized as a class action notice expert by Canadian judges, and has specific experience designing and implementing large-scale consumer class action notice plans. Hilsee, together with key Hilsoft Notifications’ principals, Barbara A. Coyle, Executive Vice President, Gina M. Intrepido, V.P./Media Director, and Shannon R. Wheatman, Ph. D., V.P./Notice Director, have designed the Plan and notices, and will personally oversee implementation through successful completion.

Hilsoft Notifications has disseminated class action notices in almost 200 cases, in more than 53 countries and 36 languages. Judges, including in published decisions, and including in Canada, have recognized the importance of the reach calculation methodology Hilsoft Notifications brought from the advertising industry. Courts, including Canadian courts, have previously approved this type of plan, the notice techniques it employs, and the delivery it achieves in terms of the high percentage of class members reached. Hilsoft Notifications’ plans have always withstood collateral reviews and appellate challenges.

Hilsoft Notifications wrote and designed all of the notice documents (the “Notice” or “Notices”). These Notices follow the highest modern principles in the illustrative notices that Hilsoft wrote and designed for the US Federal Judicial Center (“FJC”), now at www.fjc.gov, at the request of the Advisory Committee on Civil Rules of the Judicial Conference of the United States. Canadian courts have recognized the same communications principles which apply in any locale. Hilsoft Notifications’ curriculum vitae, including judicial comments recognizing notice expertise, is attached as **Schedule 1**.

2. *Background/Overview*

- ***Aboriginal Groups.*** Aboriginal people of Canada is the term used to refer to the First Nations, Inuit, and Métis collectively. First Nations is a term of ethnicity used in Canada that has widely replaced the use of the word “Indian.” It refers to Indigenous peoples of North America located in what is now Canada, and their descendants, who are not Inuit or Métis. Both the Canadian Census and Siggner & Associates research and data refer to the term “Native American Indian” or “NAP”; however, for the purpose of this Notice Plan, the term First Nations will be used in its place.
- ***Residential Schools.*** The federal government began to play a role in the development and administration of the residential school system for Aboriginal children as early as 1874. The Government of Canada operated nearly every school as a “joint venture” with various religious organizations until 1969, when the federal government assumed total responsibility for the schools. In many instances, church organizations remained actively involved.

The schools were located in every province and territory, except Newfoundland, New Brunswick, and Prince Edward Island, although the highest concentration of schools was in British Columbia, the Prairies, and the North. Most of the federally run residential schools closed by the mid-1970's, with a small number remaining open through the 1980's. The last federally run residential school in Canada closed in 1996.

Aboriginal children were often separated from their families and communities to attend these schools. While not all children had negative experiences at these schools, incidents of physical and sexual abuse have been cited by many former students. Legal claims also allege breach of treaty, loss of education opportunity, forcible confinement and poor conditions at the schools. In addition, because a key objective of the residential school system was the assimilation of Aboriginal children, legal claims allege that the system contributed to a loss of language and culture among Aboriginal people.

As a result, the proposed settlement has been reached.

Note: Among various groups involved in the settlement there are differing views on use of the term “Indian” in connection with the schools. While this

term does not apply to Métis and Inuit, the government refers to the schools as “Indian” residential schools, and it is also preferred by First Nations. The settlement agreement is styled the Indian residential schools settlement. The case, on the other hand is named “In re Residential Schools Class Action Litigation.” Accordingly, the Notice Plan and Notices employ the word Indian when referring to the settlement itself, with some practical exceptions (short word length and broad understanding necessary in headlines), but elsewhere use the simpler and still recognizable term understood by all, by referring to the schools as simply “residential schools.”

- **Notice Programme.** There will be two phases of notice in connection with the Indian Residential Schools Settlement: *Phase I* publicizes the “Hearing Notice” while *Phase II* disseminates the “Claims/Opt-Out Notice.”

Phase I - “Hearing Notice”

- Provides effective notice coverage to affected people, residing both on reserve or within another Aboriginal community or settlement, as well as within the general population.
- Notice message announces the proposed settlement, hearing dates and locations, how to obtain additional information, and how to object, if desired.

Phase II - “Claims/Opt Out Notice”

- Consists of more extensive notice coverage than Phase I, to ensure the most effective reach practicable among those affected prior to the final opt-out deadlines and in conjunction with the launch of the claims process.
- Notice message announces the settlement approval and outlines: the settlement and its benefits, the ability to exercise legal rights including opt-out procedures and deadlines for opting out; and how to register for the claims process and obtain additional information necessary to make a claim.

In both Phase I and Phase II, communications will be produced in languages appropriate to each media vehicle. Multiple languages will be used in some vehicles.

3. Plan Summary

- **Objective.** Notify the greatest practicable number of former residential school students and their family members, and provide them with opportunities to see, read, or hear notice and understand their rights, and respond if they choose.
- **Situation Analysis.** The following factors helped us determine the dissemination methods needed to achieve an effective notice effort:
 1. There are an estimated 78,994 residential school former students alive in 2006,¹ all of whom are Aboriginal.
 2. People affected include all three Aboriginal groups: First Nations, Métis and Inuit.
 3. People affected are located throughout Canada, including on reserve and within other Aboriginal communities/settlements, as well as within the general population.
 4. Those residing outside of an Aboriginal community are located in both rural and urban areas.
 5. A small percentage of affected people are in correctional institutions or reside outside of Canada.
 6. A partial list of people known to be affected is available (reaching approximately 25% of former students).
 7. Notice materials must be provided in languages appropriate for communicating with those affected (i.e., English, French, and various key Aboriginal languages).
- **Target Audience.** The Notice Plan must reach former students of the residential school system and family members who have rights under the settlement. This includes people from First Nations, Inuit, Inuvialuit, and Métis communities, or any other former student.

Recognizing that many former students are now older (e.g., 45+), using available research data we have calculated the reach among the broader population of potential class members, Aboriginal people 25 years of age and older (25+), because their demographic profile and media usage closely

¹ Siggner & Associates Inc. 10/24/05 report: "Estimating the Residential School Attendee Population for the Years 2001, 2005 and 2006."

represent those of all potential class members and it ensures the greatest certainty of a broad reach of all groups included in the settlement, including family members, and those former students who were young when the last schools closed. At the same time, our media programme selection will ensure that the older segments are reached, as well as the overall 25+ Aboriginal population.

- **Strategies.** The notice effort consists of a combination of mailings and paid media placements in Aboriginal media, including television, radio, and publications. To build reach, media placements will appear in mainstream newspapers within the top Aboriginal population Census Metropolitan Areas (“CMAs”) and Census Agglomerations (“CAs”), and, in Phase II only, on mainstream television. Coverage will be further enhanced by organizational outreach efforts, a neutral informational news release, and a website where Notices may be accessed and individuals can register to receive future documents related to the settlement.
- **Delivery.** Combined, the notice efforts will reach approximately 91.1% of Aboriginal people 25+, and therefore a similar percentage of both former students and family members, an average of 6.3 times throughout the Phase I and Phase II programmes. Phase I activity alone will reach approximately 65.7% of Aboriginal people aged 25+ an average of 1.8 times and Phase II 90.8% an average of 5.1 times.² Aboriginal television, Aboriginal radio, organizational outreach, the informational news release, and website efforts will further increase the reach and exposure among those affected. This reach is consistent with other effective notice programmes, is the best notice practicable, and meets due process requirements.

Although incalculable, the programme takes into account the older skew of former students, and by the nature of our media selection and programming choices, the reach among the former student class members is expected to be consistent with, if not greater than, the reach among the broader group of the 25+ population that includes them and all family members.

- **Notice Tactics.** The following notice tactics have been selected to best reach

² Reach calculations do not include unmeasured Aboriginal radio and Aboriginal viewers of Aboriginal TV and radio, and do not include individual notice that may be achieved by organizations delivering to populations, or grass-roots outreach efforts. All of these efforts will be closely monitored and, if possible, calculated and reported to the Courts with a final report affidavit, providing the best and most conservative calculation of the total reach of the notice programmes.

those included in the settlement:

1. **Individual Mailings.** A personal letter to known class members, along with the appropriate Summary Notice and Detailed Notice (Phase I or Phase II), will be mailed to numerous lists from the AFN, Inuit, lawyer, and government databases of class members. The Phase II mailing will also include those who have come forward and provided their contact information during Phase 1.

The appropriate Summary Notice (Phase I or Phase II) will also be mailed to former residential school students in federal and penal institutions to lists known to be held by the AFN.

2. **Organizational Outreach.** First Nation Offices and other community organizations such as Friendship Centres and Aboriginal agencies and organizations, will be contacted and asked for voluntary assistance to make notices available to class members, by distributing them, or posting them for public viewing, publishing the Notice in any newsletters they have, or including a link on their websites, if any.
3. **Aboriginal Television:** 30-second units in English and 60-second units (longer length to accommodate translations) in French and Aboriginal languages will appear on the national Aboriginal television network — Aboriginal Peoples Television Network (“APTN”).
 - Phase I: Approximately 100 spots will air, over two weeks.
 - Phase II: Approximately 180 spots will air, over three weeks.
4. **Aboriginal Radio.** 60-second units will be placed on approximately 90 Aboriginal stations. Aboriginal and French language stations will air the Notice in the language(s) appropriate for their station.
 - Phase I: Approximately 40 spots per station will air, over two weeks.
 - Phase II: Approximately 60 spots per station will air, over three weeks.
5. **Aboriginal Publications.** A full page Summary Notice will appear in up to 36 Aboriginal publications for both Phase I and Phase II. In bilingual publications, Notice will appear in both English (and French) and the appropriate Native language(s). The actual number of publications used for each Phase will depend upon approval dates in relation to publication issuance dates and advertising deadlines.

6. **Mainstream Newspapers.** To extend reach, particularly among affected people living outside of an Aboriginal community, both the Phase I and Phase II Summary Notice will appear two times in 31 daily mainstream newspapers. These papers circulate in the top 19 Aboriginal population CMAs/CAs, plus the Québec CMA. Four local newspapers with distribution in areas with a high concentration of Aboriginal people and former students will also carry both Notices two times. A 1/3 page Summary Notice will be placed in the broadsheet newspapers and a 3/4 page in the tabloid papers. A French version of the Notice will appear in the French language newspapers.
7. **Mainstream Television (Phase II ONLY).** 30-second units in English and 60-second units (longer length to accommodate translations) in French will appear on national and regional television networks.³ A variety of programmes and dayparts will be used. Programme selection will emphasize the need to reach older former students.
- Approximately 100 Adult 25+ GRPs (gross rating points)⁴ will be sought per week over three weeks on the English networks.
 - Approximately 50 Adult 25+ GRPs will be sought per week over three weeks on the French networks.
8. **Informational News Release.** A party-neutral, Court-approved informational news release will be issued to the press (e.g., newspapers, news magazines), as well as Aboriginal organizations, agencies, and the AFN, for publication in its newsletter.
9. **Internet Activities.** For those who have access to the Internet, a neutral and informational website with an easy to remember domain name www.residentialschoolsettlement.ca will be available where affected people can obtain notice documents, ask questions, and interact and correspond with administrators. Notice documents will be available in English and French.
10. **Response Handling.** A response handling administrator will oversee a toll-free call center where callers can get questions answered, request more information, and keep databases of responses, as well as track, record,

³ Television network and programme selections will be made at the discretion of the media planner.

⁴ One rating point equals one percentage of the target population. GRPS are a sum of all rating points and may include the same person reached more than once, so GRPs can and do exceed 100.

transcribe and channel objections to the parties and the Courts. Callers will have access to English, French and Aboriginal language speakers as needed. The phone line will also link to the Government's residential schools emotional crisis hotline. The administrator will also dovetail with our website activities by administering interactive response-handling aspects of the website.

- **Message Content.** The proposed Notices have been designed to provide a clear, concise, plain language statement of affected people's legal rights and options. A Summary Notice will be mailed to known class members and published in Aboriginal publications and mainstream newspapers. Broadcast Notices will air on television and radio stations, highlighting key dates and contact information. A Detailed Notice will be mailed to known class members and made available at the website. The Informational News Release will highlight key information through multiple channels of distribution. Drafts of all the Notices are entirely consistent with the "noticeable" plain language models we created for the US FJC and are attached as **Schedule 2**.
- **Language.** Summary Notices for mainstream publications will be in English and French. Aboriginal publications and Broadcast Notices for Aboriginal television and radio will be produced in English, French and the Native language(s) appropriate to each media vehicle (if the publication is available at time of placement). These languages include:

Publications:

- English
- French
- Inuktitut
- Innuinaqtun
- Siglit
- Oji-Cree

Radio:

- English
- French
- Inuktitut
- Cree
- Déné (various dialects, such as Gwich'in and Dogrib)
- Ojibway

- Innu
- Atikamekw

Television:

- English, French and Native languages appropriate to selected Native language programs, including Inuktitut, Innu, and Cree.

The Detailed Notice will be produced in English, French and Inuktitut. The Informational News Release will be issued in English and French potentially other Aboriginal languages if necessary. Callers to the 800 number will be able to speak with operators in English, French and various Aboriginal languages. The website will appear in English and French.

4. Notice Schedule Flow Chart - Phase I

Significant communication events within the overall notice programme.

The flow chart below shows a hypothetical schedule for Phase I of the Indian residential schools settlement notice programme. The actual schedule will allow approximately 60 days from the first notice appearance. The appearances of the individual notices and media placements may vary within the notice period. The notice appearances may extend beyond week 6, leading up to the objection date.

Notice Tactic	Week 1	Week 2	Week of 3	Week of 4	Week of 5	Week of 6
<i>Fax Informational Release to First Nations, Inuit & Métis Community Offices</i>						
<i>Issue Informational Release over Newswire</i>						
<i>Individual Mailings</i>						
<i>Organizational Outreach</i>						
<i>Aboriginal Publications</i>						
<i>Aboriginal Television</i>						
<i>Aboriginal Radio</i>						
<i>Mainstream Newspapers</i>						
<i>Website</i>						

All blocks show when readers receive notice (the "on-sale" date). Monthly, bimonthly and quarterly publications, and some weeklies, have a longer "shelf life" or readership period. All actual publication and insertion dates may vary within the notice period subject to availabilities at the time of placement.

5. Notice Schedule Flow Chart – Phase II

Significant communication events within the overall notice programme.

The flow chart below shows a preliminary schedule for Phase II of the Indian residential school settlement notice programme. Notice activity would begin to appear in media vehicles as early as possible after approval of the settlement and notice documents. Week 1 on the chart below begins approximately 4-6 weeks after Court approval to proceed with Phase II, and after notice documents are finalized.

<i>Notice Tactic</i>	<i>Week 1</i>	<i>Week 2</i>	<i>Week 3</i>	<i>Week 4</i>	<i>Week 5</i>	<i>Week 6</i>
<i>Fax Informational Release to First Nations, Inuit & Métis Community Offices</i>						
<i>Issue Informational Release over Newswire</i>						
<i>Individual Mailings</i>						
<i>Organizational Outreach</i>						
<i>Aboriginal Publications</i>						
<i>Aboriginal Television</i>						
<i>Aboriginal Radio</i>						
<i>Mainstream Newspapers</i>						
<i>Mainstream Television</i>						
<i>Website</i>						

All blocks show when readers receive publications (the "on-sale" date). Monthly, bimonthly and quarterly publications, and some weeklies, have a longer "shelf life" or readership period. All actual publication and insertion dates may vary within the notice period subject to availabilities at the time of placement.

6. Methodology

def: Tools and data trusted by the communications industry and courts.

In developing the Notice Plan, we used tools and data sources that are commonly employed by experts in the communications field. These include Print Measurement Bureau ("PMB")⁵ and Mediamark Research, Inc. ("MRI")⁶ data, which provide statistically significant readership, demographic and product usage data; Audit Bureau of Circulation ("ABC")⁷ statements, which certify publication circulation numbers; and BBM⁸ research, which measures television audiences.

These tools, along with demographic breakdowns indicating how many people use each media vehicle, as well as computer software and our industry-standard calculations that take the underlying data and factor out the duplication among audiences of various media vehicles, allow us to determine the net (unduplicated) reach of a particular media schedule. We combine the results of this analysis with our experience and the well-recognized standards of media planning, in order to help determine notice plan sufficiency and effectiveness.

Virtually all of North America's largest advertising agency media departments utilize, scrutinize, and rely upon such independent, time-tested data and tools, including net reach, de-duplication analysis methodologies, and average frequency of exposure, to guide the billions of dollars of advertising placements that we see today, providing assurance that these figures are not overstated.⁹ These analyses and similar planning tools have become standard analytical tools for evaluations of notice programmes, and have been regularly accepted by courts.

⁵ PMB is Canada's leading media research study, conducted annually on behalf of advertisers, agencies and media.

⁶ MRI is the leading source of publication readership and product usage data for the communications industry in the US. MRI offers comprehensive demographic, lifestyle, product usage and exposure to all forms of advertising media collected from a single sample.

⁷ Established in 1914, ABC is a non-profit cooperative formed by media, advertisers, and advertising agencies to audit the paid circulation statements of magazines and newspapers. It is the industry's leading, neutral source for documentation on the actual distribution of newspapers printed and bought by readers in N. America. Widely accepted throughout the industry, it certifies over 3,000 publications, categorized by metro areas, region, and other geographical divisions. Its publication audits are conducted in accordance with rules established by its Board of Directors. These rules govern not only how audits are conducted, but also how publishers report their circulation figures. ABC's Board of Directors is comprised of representatives from the publishing and advertising communities.

⁸ BBM Canada is a not-for-profit, broadcast research company that was jointly established in 1944 as a tripartite cooperative by the Canadian Association of Broadcasters and the Association of Canadian Advertisers. BBM is the leading supplier of radio and television audience ratings services to the Canadian broadcast advertising industry.

⁹ Net Reach is defined as the percentage of a class who was exposed to a notice, net of any duplication among people who may have been exposed more than once. Average Frequency is the average number of times each different person reached will have the opportunity to view a vehicle containing a notice placement.

7. Target Audience

def: The demographics of the people included in the settlement, including but not limited to, the persons most likely to be affected.

An effective notice plan must be guided by a careful and thorough study of demographics, as this more than anything guides necessary media selection and usage in notice campaigns. Based on the research outlined below, the following characteristics best describe those included in the settlement:

- Reside throughout Canada, but with a likely concentration in the west.
- Age 25+, with an emphasis on 45+.
- Almost an equal distribution between those living within reserves or Aboriginal communities/settlements as those living outside of them.
- Affected people living outside of a reserve or Aboriginal community/settlement are more likely to live in urban locations (72%) vs. rural areas (28%).
- More than 90% of the entire Aboriginal population speaks English; approximately 5% speak French; and about 7% speak in their Native language only. Certainly, class members who are older than the Aboriginal population as a whole rely more on Aboriginal languages, at least in spoken form.
- Likely mirror the overall Aboriginal population on other measures, i.e., tend to be less educated, have lower income and higher unemployment levels, and are more mobile than Canada's general population.
- **Population/Size of former student group.** Based on the 2001 Canadian Census, there were 976,305 people in Canada who identify themselves as Aboriginal, including 608,850 people of First Nations, 292,310 Métis, and 45,070 Inuit.¹⁰ Canada's Aboriginal Identity population comprises 3.3% of Canada's total population of 29,639,030.

Research prepared by Siggner & Associates Inc.¹¹ estimated the 2001 Aboriginal former residential school attendee ("RSA") population aged 15 and over to be 83,695. Due to mortality of the already-born and aging population,

¹⁰ There are many ways of defining the Aboriginal population. The 2001 Census provides data that are based on the definitions of ethnic origin (ancestry), Aboriginal Identity, Registered Indian, and Band membership. References in the Notice Plan refer to Aboriginal Identity, which refers to persons who reported identifying with at least one Aboriginal group, i.e. North American Indian, Métis, or Inuit. Also included are individuals who did not report an Aboriginal identity, but did report themselves as a Registered or Treaty Indian, and/or Band or First Nation membership.

¹¹ The 1991 and 2001 Aboriginal Peoples Surveys, 2001 Census data, and other data sources were used in preparing the research.

the number was estimated to be 78,994 in 2006. The majority of former students are First Nation members.

<i>RSA Groups</i>	<i>2001</i>		<i>2006</i>	
<i>First Nations</i>	67,915	81.1%	64,111	81.2%
<i>Métis</i>	6,879	8.2%	6,464	8.2%
<i>Inuit</i>	3,619	4.3%	3,448	4.4%
<i>Aboriginal Origins Only</i>	3,346	4.0%	3,144	4.0%
<i>Inmates</i>	877	1.0%	855	1.1%
<i>Outside Canada</i>	1,059	1.3%	973	1.2%
<i>Total</i>	83,695	100.0%	78,994	100.0%

- ***Former students' residence on reserve and within other Aboriginal communities/settlements.*** Based on Siggner data, the largest percentage of RSA's is comprised of on reserve First Nation members (52.7%). In fact, there are approximately 630 First Nations in Canada. However, more than 40% of the remaining RSA's reside outside of a reserve or Aboriginal community/settlement, including 22,470 off reserve First Nation members (or 28.4% of former students) and nearly all of the Métis and "Aboriginal Origins Only" former students.
- ***Age of former students.*** Most of the federally run residential schools closed by the mid-1970's, with a small number remaining open through the 1980's. The last federally run residential school in Canada closed in 1996. Based on this, the vast majority of former students are 25+, with an emphasis among 35+ years of age. According to the Siggner report, approximately 17% of RSA's are older than 65.
- ***Geographic location of former students.*** Because the residential schools were located in nearly every province and territory of Canada and former students are not necessarily living in the same area where they attended a residential school, former students can be residing throughout Canada.

The following provides demographic trends among the Aboriginal population regarding employment, education, income, language, geography, and mobility, based on 2001 Census data:

- ***Employment.*** Unemployment was higher among the Aboriginal population — the unemployment rate for the Aboriginal population was 19.1%, compared to 7.1% for the non-Aboriginal population. The unemployment rate was highest

for First Nations and Inuit, both at 22.2%, while the unemployment rate for Métis was 14%.

- **Education.** While nearly 16% of non-Aboriginal Canadians were university graduates, only 4.4% of Aboriginal people had a university degree. Nearly one half (48%) of the Aboriginal population did not graduate high school, compared to only 30.8% of the non-Aboriginal population. Education levels were much lower among Aboriginal people 65 years of age or older, 78.9% of whom did not graduate high school.
- **Income.** The average income level among Aboriginal people was 36% lower than that of the non-Aboriginal population. Additionally, the incidence of low income in 2000 was substantially higher among the Aboriginal population compared to the non-Aboriginal population: 31.2% of the Aboriginal “family” population and 55.9% of “unattached” Aboriginal people, versus 12.4% and 37.6% of non-Aboriginal people, respectively.
- **Language.** A total of 235,075 individuals, or 24% of the Aboriginal Identity population, reported that they had enough knowledge of an Aboriginal language to carry on a conversation. The strongest enclaves of Aboriginal language speakers are in the North and living on reserve or within an Aboriginal community/settlement. English is spoken by more than 90% of the Aboriginal population, while French is spoken by approximately 5%. Approximately 7% of the Aboriginal population speaks only their Native language.

There are between 53 and 70 Aboriginal languages in Canada, with Cree, Inuktitut, and Ojibway being the three strongest. Many other languages are in a critical state.

<i>Aboriginal Language</i>	<i>Population with Knowledge of Aboriginal Language</i>	<i>Population with Aboriginal Language as Mother Tongue</i>
<i>Cree</i>	<i>92,630</i>	<i>77,285</i>
<i>Inuktitut</i>	<i>31,945</i>	<i>29,695</i>
<i>Ojibway</i>	<i>27,955</i>	<i>21,980</i>
<i>Déné</i>	<i>10,500</i>	<i>9,565</i>
<i>Montagnais-Naskapi</i>	<i>10,285</i>	<i>9,790</i>
<i>Micmac</i>	<i>8,625</i>	<i>7,405</i>
<i>Oji-Cree</i>	<i>5,610</i>	<i>5,185</i>
<i>Attikamekw</i>	<i>4,935</i>	<i>4,710</i>

<i>Dakota/Sioux</i>	4,875	4,280
<i>Blackfoot</i>	4,415	3,020
<i>Salish languages not included elsewhere</i>	2,675	1,730
<i>Algonquin</i>	2,340	1,840
<i>Dogrib</i>	2,265	1,920
<i>Carrier</i>	2,000	1,425

- **Geography.** According to the 2001 Census, Canada's most populous province, Ontario, had 188,315 Aboriginal people, the highest absolute number, followed by British Columbia with 170,025. There are currently over 600 First Nations in Canada, of which nearly half are located in the provinces of Ontario or British Columbia.

The highest concentration of Aboriginal population was in the North and on the Prairies. The 22,720 Aboriginal people in Nunavut represent 85.2% of the territory's total population, the highest concentration in the country. Aboriginal people represented more than half (50.5%) of the population in the Northwest Territories, and almost one quarter (22.9%) of the population in the Yukon.

<i>Region</i>	<i>Aboriginal population</i>	<i>% of Aboriginal Population</i>	<i>% of Province/Territory Total Population</i>
<i>Ontario</i>	188,315	19.3%	1.7%
<i>British Columbia</i>	170,025	17.4%	4.4%
<i>Alberta</i>	156,220	16.0%	5.3%
<i>Manitoba</i>	150,040	15.4%	13.5%
<i>Saskatchewan</i>	130,190	13.3%	13.6%
<i>Québec</i>	79,400	8.1%	1.1%
<i>Nunavut</i>	22,720	2.3%	85.2%
<i>Newfoundland and Labrador</i>	18,780	1.9%	3.7%
<i>Northwest Territories</i>	18,725	1.9%	50.5%
<i>Nova Scotia</i>	17,015	1.7%	1.9%
<i>New Brunswick</i>	16,990	1.7%	2.4%
<i>Yukon Territory</i>	6,540	0.7%	22.9%
<i>Prince Edward Island</i>	1,345	0.1%	1.0%
Canada	976,310	100.0%	3.3%

Census data also shows slow, but steady growth among Aboriginal people residing in the nation's cities. In 2001, almost half of the population who identified themselves as Aboriginal (49.1%) lived in urban areas, up from 47%

in 1996. At the same time, the proportion of Aboriginal people who lived on reserve and within an Aboriginal community/settlement declined from 32.7% to 31.4%.

One quarter of the Aboriginal population lived in ten metropolitan areas. In fact, in 2001, a total of 245,000 or 25.1% of Aboriginal people lived in ten of the nation's 27 CMAs. Winnipeg had the greatest number, followed by Edmonton, Vancouver, Calgary, Toronto, Saskatoon, Regina, Ottawa-Hull (now known as Ottawa-Gatineau), Montreal, and Victoria. The highest concentration was in the CMA of Prince Albert, whose 11,640 Aboriginal people accounted for 29.2% of its population.

<i>CMA/CA</i>	<i>Aboriginal population</i>	<i>Percentage of CMA/CA Total Population</i>
<i>Winnipeg</i>	<i>55,755</i>	<i>8.4%</i>
<i>Edmonton</i>	<i>40,930</i>	<i>4.4%</i>
<i>Vancouver</i>	<i>36,860</i>	<i>1.9%</i>
<i>Calgary</i>	<i>21,915</i>	<i>2.3%</i>
<i>Toronto</i>	<i>20,300</i>	<i>0.4%</i>
<i>Saskatoon</i>	<i>20,275</i>	<i>9.1%</i>
<i>Regina</i>	<i>15,685</i>	<i>8.3%</i>
<i>Ottawa-Gatineau</i>	<i>13,485</i>	<i>1.3%</i>
<i>Prince Albert</i>	<i>11,640</i>	<i>29.2%</i>
<i>Montreal</i>	<i>11,085</i>	<i>0.3%</i>
<i>Victoria</i>	<i>8,695</i>	<i>2.8%</i>
<i>Thunder Bay</i>	<i>8,200</i>	<i>6.8%</i>
<i>Prince George</i>	<i>7,980</i>	<i>9.4%</i>
<i>Greater Sudbury</i>	<i>7,385</i>	<i>4.8%</i>
<i>Hamilton</i>	<i>7,270</i>	<i>1.1%</i>
<i>Wood Buffalo</i>	<i>6,220</i>	<i>14.6%</i>
<i>London</i>	<i>5,640</i>	<i>1.3%</i>
<i>Sault Ste. Marie</i>	<i>5,610</i>	<i>7.2%</i>
<i>Kamloops</i>	<i>5,470</i>	<i>6.4%</i>
<i>TOTAL</i>	<i>310,400</i>	

The following provides additional information and geographic details for each of the three Aboriginal Identity populations:

First Nations:

- Total population was 608,805 or 62% of the Aboriginal Identity population.
- 22% reported residing in Ontario, 19% in British Columbia, and 43% in the three Prairie Provinces of Manitoba (15%), Alberta (14%), and Saskatchewan (14%).
- Of the 53% living off reserve, 78% lived in urban centres and 22% lived in rural locations.
- Winnipeg had the largest population (22,955), followed by Vancouver (22,700), Edmonton (18,260), Toronto (13,785), and Saskatoon (11,290).

Métis:

- Total population was 292,310 or 30% of the Aboriginal Identity population, an increase of 43% from five years earlier, making it the largest population gain of the three Aboriginal groups.
- Largest reported population lived in Alberta (66,055 or 23%), followed by Manitoba (56,795 or 19%), Ontario (48,345 or almost 17%), British Columbia (44,265 or 15%), and Saskatchewan (43,695 or 15%).
- Of the 97% who lived outside of an Aboriginal community/settlement, 70% lived in urban centres and 30% lived in rural areas.
- The five CMAS with the largest population were: Winnipeg (31,395), Edmonton (21,065), Vancouver (12,505), Calgary (10,575), and Saskatoon (8,305), for a combined total of 29% of the Métis population.

Inuit:

- Total population was 45,070 or 5% of the Aboriginal Identity population.
- Half of the population lived in Nunavut (22,560 or 50%), with Québec at a distant second (9,535 or 21.2%), followed by Newfoundland and Labrador (4,555 or 10.1%), and Northwest Territories (3,905 or 8.7%).
- Inuit represented 85% of Nunavut's total population.
- The five communities with the largest population were: Iqaluit (3,010), Arviat (1,785), Rankin Inlet (1,680), Kuujjuaq (1,540), and Baker Lake (1,405).
- Inuit represented 94.2% of Arviat's total population, 93.0% of Baker Lake's, 80.2% of Kuujjuaq's, 77.6% of Rankin Inlet's, and 57.9% of Iqaluit's.
- Inuktitut language remains strong — 70.7% reported an ability to carry on a conversation in Inuktitut and 65.0% reported speaking it at least regularly in their home.

- **Mobility.** Aboriginal people are more mobile than other Canadians. Overall, in the 12 months before the May 15, 2001 Census, 22% of Aboriginal people moved compared with only 14% of their non-Aboriginal counterparts. About two thirds of those who moved did so within the same community, while about one third of movers changed communities.

Net migration among Aboriginal people was greatest for the rural non-reserve parts of the nation as compared with net movements for the reserves/communities/settlements or urban areas. During this period, the rural (non-reserve) areas of Canada incurred a net loss of 1.8% due to migration, while there was a net gain of 1.1% to the reserves/communities/settlements and 0.4% to the CMAs. This pattern of small net increases in movement to the reserves/communities/settlements and larger urban centres has been an observed trend since 1981.

8. Media Selection

def: The media vehicles that will best reach affected people in this particular notice programme.

In addition to individual mailings and organizational outreach, a combination of paid notice placements in Aboriginal television, radio, and publications, mainstream newspapers and, in Phase II only, mainstream television, has been selected to deliver the message to affected people. We have reviewed the merits of all forms of media for this case by comparing alternate schedules.

Based on our analysis, our selection of media allows:

- Documented audience data guaranteeing reach among Aboriginal people.
- Multiple opportunities for Aboriginal people to see the messages.
- The airing of an attention-getting and impactful television spot that will present information to Aboriginal people in their number one source of information.
- Ability to reach Aboriginal people through notice airings on targeted Aboriginal television.
- Notice placements in Aboriginal publications, whose distribution includes approximately 630 First Nations, Métis settlements, Inuit communities, Friendships Centres, and various Aboriginal organizations.
- Notice placements in mainstream newspapers in areas with high Aboriginal populations, to extend reach particularly among those living outside of reserves and Aboriginal communities/settlements.
- Affected people to have a written record and the ability to refer back to the Notice, pass it on to others without distortion, and easily respond via the website or 800 number, which offers a connection to the government emotional support line.
- Notice placements on Aboriginal radio, whose reach includes remote Aboriginal communities.

- Broad reach through mainstream television (Phase II only), including both English and French language networks/stations.
- An effective mix of media and frequency of notice providing affected people various opportunities throughout the notice period to see and react to the message.
- A “noticeable” Notice with arresting graphics and a bold headline to attract the attention of affected people.
- The broadest, most inclusive *geographic* coverage, ensuring that affected people are not excluded based on where they choose to live, i.e., whether they live within Aboriginal communities or not, in rural or urban areas.
- The most inclusive *demographic* coverage, ensuring that the broad target of Aboriginal people is effectively reached.

9. Plan Delivery Summary

<i>Activity</i>	<i>Phase I</i>	<i>Phase 2</i>	<i>Total</i>
<i>Estimated NET Mailings to known class members:</i>	<i>20,000</i>	<i>20,000+</i>	<i>20,000+</i>
<i>Number of Aboriginal Publications:</i>	<i>Up to 36</i>	<i>Up to 36</i>	<i>Up to 36</i>
<i>Insertions in Aboriginal Publications:</i>	<i>Up to 41</i>	<i>Up to 41</i>	<i>Up to 82</i>
<i>Number of Mainstream & Local Newspapers:</i>	<i>35</i>	<i>35</i>	<i>35</i>
<i>Insertions in Mainstream & Local Newspapers:</i>	<i>70</i>	<i>70</i>	<i>140</i>
<i>Total Number of Aboriginal Television Spots:</i>	<i>100</i>	<i>180</i>	<i>280</i>
<i>Total Number of Aboriginal Radio Spots, per station:</i>	<i>40</i>	<i>60</i>	<i>100</i>
<i>Aboriginal Publication Circulation:</i>	<i>402,697</i>	<i>402,697</i>	<i>402,697</i>
<i>Mainstream Newspaper Circulation:</i>	<i>4,494,727</i>	<i>4,494,727</i>	<i>4,494,727</i>
<i>Total Adult Exposures via Aboriginal Publications: *</i>	<i>200,000</i>	<i>200,000</i>	<i>400,000</i>
<i>Total Adult Exposures via Mainstream Newspapers:</i>	<i>20,000,000</i>	<i>20,000,000</i>	<i>40,000,000</i>
<i>Net % Reach among Aboriginal People 25+:¹²</i>	<i>65.7%</i>	<i>90.8%</i>	<i>91.1%</i>

¹² Reach calculations do not include unmeasured Aboriginal radio and Aboriginal viewers of Aboriginal TV, and do

<i>Average frequency of exposure among Aboriginal People 25+:</i>	1.8	5.1	6.3
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* Because much of the Aboriginal publication circulation is non-paid and/or not independently audited, we conservatively determined the total impressions for audience calculation purposes to be approximately 50% of the total circulation, and did not include possible pass-along readers.

This Plan achieves an effective reach among affected people as well as an opportunity for multiple exposures to notice. Although not quantifiable, impressions achieved from the Aboriginal television and radio schedules, organizational outreach, informational news release, and website efforts will further add to the reach and frequency of exposure among those affected.

not include individual notice that may be achieved by organizations delivering to populations, or grass-roots outreach efforts. All of these efforts will be closely monitored and, if possible, calculated and reported to the Courts with a final report affidavit, providing the best and most conservative calculation of the total reach of the notice programmes.

10. Net Reach

def: Total different persons who are exposed to a media vehicle containing a notice stated as a percentage of the total.

We employ industry standard methodologies to factor out the duplicate persons reached by the different and overlapping audiences on a media schedule to yield total net persons reached. The results of the proposed notice programme are as follows:

<i>Media</i>	<i>Phase I % of Aboriginal People 25+ Reached</i>	<i>Phase II % of Aboriginal People 25+ Reached</i>	<i>COMBINED % of Aboriginal People 25+ Reached</i>
<i>Mailings¹³</i>	25.3%	25.3%	25.3%
<i>Aboriginal Publications</i>	38.5%	38.5%	38.5%
<i>Mainstream Newspapers</i>	25.5%	25.5%	27.6%
<i>Mainstream Television</i>	n/a	73.1%	73.1%
<i>COMBINED¹⁴</i>	65.7%	90.8%	91.1%

The reach percentage provided by the measured paid media alone indicates that the notice programme will be extensive, and highly appropriate for the circumstances of this case. Reach will be further enhanced by Aboriginal television, Aboriginal radio, organizational outreach, the informational news release, and website efforts. Reach estimates for the Aboriginal radio and Aboriginal television (among Aboriginal viewers) are not calculable due to the absence of measured audience data. Reach estimates for older former students (i.e., 45 years and older) was also in calculable as a result of low sample sizes for media research data on that more

¹³ Does not include the additional Individual Notices that will be distributed to affected people by First Nations and other Aboriginal community/settlement offices and organizations, or through grass roots efforts. Phase II mailing reach does not include additional reach that will be achieved by mailing to all those who come forward during Phase I.

¹⁴ Reach calculations do not include unmeasured Aboriginal radio and Aboriginal viewers of Aboriginal TV, and do not include individual notice that may be achieved by organizations delivering to populations, or grass-roots outreach efforts. All of these efforts will be closely monitored and, if possible, calculated and reported to the Courts with a final report affidavit, providing the best and most conservative calculation of the total reach of the notice programmes.

narrow age group, however, an emphasis has been placed on selecting media that targets older people included in the settlement. By the nature of our media selection and programming choices, the reach among the older former student class members is expected to be consistent with, if not greater than, the reach among the broader group of the 25+ population that includes them and other family members. The number of exposures resulting from the organizational outreach, the informational news release, and the website can be estimated at the time of our final report.

The audience data used to determine the results in the table above are the same data used by media professionals to guide the billions of dollars of advertising we see today. The statistics and sources we cite are uniformly relied upon in our field: ABC data has been relied on since 1914; 90-100% of media directors use reach and frequency planning¹⁵; all of the leading advertising and communications textbooks cite the need to use reach and frequency planning¹⁶; and a leading treatise says it *must* be used¹⁷: “In order to obtain this essential information, we must use the statistics known as reach and frequency.” Around the world, audience data has been used for years.¹⁸

Courts have recognized the merits of this quantification methodology, even when challenged, and leading notice professionals have adopted this model since our introduction of it to the class action notice field more than 15 years ago. Numerous Canadian courts have previously approved the delivery this Plan achieves in terms of the number of affected people reached for a class action lawsuit.

¹⁵ See generally Peter B. Turk, *Effective Frequency Report: Its Use And Evaluation By Major Agency Media Department Executives*, 28 J. ADVERTISING RES. 56 (1988); Peggy J. Kreshel et al., *How Leading Advertising Agencies Perceive Effective Reach and Frequency*, 14 J. ADVERTISING 32 (1985).

¹⁶ Textbook sources that have identified the need for reach and frequency for years include: JACK S. SISSORS & JIM SURMANEK, *ADVERTISING MEDIA PLANNING*, 57-72 (2d ed. 1982); KENT M. LANCASTER & HELEN E. KATZ, *STRATEGIC MEDIA PLANNING* 120-156 (1989); DONALD W. JUGENHEIMER & PETER B. TURK, *ADVERTISING MEDIA* 123-126 (1980); JACK Z. SISSORS & LINCOLN BUMBA, *ADVERTISING MEDIA PLANNING* 93-122 (4th ed. 1993); JIM SURMANEK, *INTRODUCTION TO ADVERTISING MEDIA: RESEARCH, PLANNING, AND BUYING* 106-187 (1993).

¹⁷ AMERICAN ADVERTISING AGENCY ASSOCIATION, *GUIDE TO MEDIA RESEARCH* 25 (1987), revised 1993.

¹⁸ Like PMB data for publications and demographics and BBM audience figures for television and radio in Canada, there are many other audience data tools specific to many countries including: MRI, Nielsen Media Research, and Arbitron in the U.S; Roy Morgan; MA; MMP CIM; Estudos Marplan; NADbank; Media Project; Index Danmark/Gallup; Kansallinen Mediatutkimus; IPSOS – Press Quotidienne; AEPM; AWA; MA; Bari/NSR; Media Analysis, Szonda IPSOS; AUDIPRESS; SUMMOSCANNER; AC Nielsen Media Readership Survey; ForBruker & Media; Norsk Medieindeks; Media Study Polonia; MediaUse; AMPS; Orvesto Consumer; MACH; Ukraine Print Survey; NRS; Simmons (SMRB), Scarborough.

11. Average Frequency of Exposure

def: The exposures that will produce a positive change in awareness, attitude or action among those reached by a media schedule.

def: Average Frequency – average number of times that each different person reached will have the opportunity to view a vehicle containing a notice placement.

The Notice Plan is intended to provide affected people with the best practicable opportunity to see, read, and understand the Notice and their rights, so that they may respond if they so choose.

While this Notice Plan must rely upon modern-style, and audience-documented media coverage as reported herein, this Notice Plan provides a higher frequency of exposure than would a direct mail notice programme that sends one notice, one time, to a class member.¹⁹ Each Aboriginal person 25+ reached will have an average of 1.8 exposure opportunities to the Notice during Phase I, 5.1 during Phase II, and 6.3 overall (Phase I and Phase II combined).²⁰

The frequency of exposure will be further enhanced by Aboriginal television, Aboriginal radio, organizational outreach, the informational news release, and website efforts.

While extra exposures are important for settlement messages, during Phase I there is no settlement or claims filing message and affected people are not required to take action to remain in the class. The important message comes from the Court and is designed to provide the Notice in an informative and understandable manner. Accordingly, the benefit of excessive message exposure frequency to the same person is virtually eliminated during Phase I.

On the other hand, claims filing opportunities, as in the Phase II programme, demand additional frequency of notice exposure so that focused reminders to take the simple action needed to get the benefits being offered under a settlement can be obtained. Well-established communications principles and methods support this. Therefore, the benefit of extra message exposure to the same person that results from the overlapping coverage provided by notice placements is very helpful during Phase II.

¹⁹ The reach achievable through direct mail notice programmes varies widely depending on the accuracy and comprehensiveness of class member lists. A complete and accurate list is not available here.

²⁰ In standard media terminology, "exposures" is defined as opened or read a publication containing a notice placement.

12. Geographic Coverage

def: Ensuring that affected people are not excluded simply because of where they live.

This notification effort takes steps to ensure fair and wide geographic coverage:

- Mailings will go to addresses of known class members no matter where they may now reside.
- Aboriginal television (APTN) is available in nearly 100% of on reserve Aboriginal households and 85% of households in the far North.
- Aboriginal radio, including broadcasts via satellite systems, extends reach and builds frequency to Aboriginal people throughout Canada, including those in remote areas.
- Aboriginal publications will provide coverage in all 13 provinces/territories.
- Mainstream newspapers include leading papers in the top 19 Aboriginal CMAs/CAs.
- Mainstream television will increase reach throughout Canada.
- The informational news release extends coverage throughout Canada.
- The Internet allows access to the Notice regardless of geography.

Accordingly, the Notice Plan focuses on reaching affected people regardless of where they choose to live.

13. Individual Mailings

def: Reaches affected people directly with notice by mail when current, accurate, and usable addresses are available from defendants or commercially available lists.

A personal letter identifying the known class member along with a Summary Notice and Detailed Notice will be mailed to class members on lists held by, for example, the Assembly of First Nations, the National Consortium, the Merchant Law Group, any other lawyers with class member names and addresses, the Makivik Corporation, Inuvialuit Regional Corporation, Nunavut Tunngavik Incorporated, and Labrador Inuit Association databases of former residential school students, any other lawyers on the National Certification Committee, and to a government list of those participating in government lawsuits seeking IAP benefits.

Mailings are expected to be sent to approximately 15,000 names on the AFN database and approximately 15,000 names on the attorney databases. Conservatively based calculations estimate at least 20,000 net names and addresses will result from the combined AFN and lawyer lists alone. It is quite probable that the net amount of addresses from all of the combined lists will be greater, increasing the overall reach achieved by individual mailings even further.

The appropriate Summary Notice and Detailed Notice will also be mailed during Phase I and Phase II to federal and penal institutions where former residential school students are located, on lists reportedly held by the AFN.

Phase II mailings will include all those who come forward and identify themselves to the response-handling administrator during Phase I.

Information will be mailed in English and French. Addresses from the Inuit lists will also receive notice materials in Inuktitut.

14. Organizational Outreach

def: Reaching out to affected people through organizations with which they are affiliated.

The Notice Plan seeks to provide Aboriginal agencies and organizations that are in contact with affected people with information to pass on to those affected as they are able. The organizations will be asked to provide voluntary assistance in the distribution of Notices to potentially affected people they may regularly interface with in a variety of ways.

A Notice will be faxed to First Nation offices alerting them to the settlement and attaching a Summary Notice for distribution, as they are able, or public posting for those who visit the office or other public spot on reserve.

A basic notice package will be mailed to First Nation offices and other community/settlement offices, Friendship Centres, treatment and healing centers, IRS Survivors' Society/Branches, Métis organizations, and Inuit associations. The notice package will contain a letter from the Administrator, with a Summary and Detailed Notice. The letter will request voluntary assistance by distributing the Notices to class members, posting the Notice in a public place where class members may view it, publishing the Notice in any newsletters they may publish, or posting a link to the Court website on any website the organization may host.

Email messages will be sent to addresses of Aboriginal organizations with active websites, asking for assistance by posting a link to the settlement website at their site.

Hilsoft Notifications will coordinate with any grass roots organizational outreach efforts that are established for the purpose of getting Notices directly into the hands of community members.

15. Aboriginal Television - APTN

def: The targeted television network in which notices will air.

Television is rated the number one source of information by 36% of Aboriginal people, higher than any other medium. APTN is the only national, Pan-Aboriginal media in Canada. According to APTN, it is available in nearly 100% of Aboriginal households on reserve, and 85% of Aboriginal households in the far North. Over half (56%) of APTN's programming is exclusive and cannot be seen on any other network.

Programming on APTN is available in a variety of languages:

- 60% English
- 15% French
- 25% in a variety of Aboriginal languages

The Notice will be produced as a 30-second unit for English and a 60-second unit for both French and Aboriginal languages in order to accommodate the language translations. The Notices will be developed using images along with a voice-over.

The schedule will include several dayparts to increase the Plan's ability to reach persons with different viewing habits. Programme selection will focus on the most popular programmes (News and Movies) and programmes targeting older segments of affected people, as well as Native Programmes which air in three different blocks each day. Sample programmes include:

<i>Sample Aboriginal Programmes:</i>	<i>Day/Time</i>	<i>Language</i>
<i>Movies</i>	<i>M-W-F-Sun, 9-11:00pm</i>	<i>English</i>
<i>Movies</i>	<i>M-W-F-Sun, 12-2:00am</i>	<i>English</i>
<i>APTN National News</i>	<i>M-F 1-1:30pm</i>	<i>English</i>
<i>APTN National News</i>	<i>M-F 7-7:30pm</i>	<i>English</i>
<i>APTN National News: Contact</i>	<i>Fri 7:30-8:30pm</i>	<i>English</i>
<i>APTN Late News</i>	<i>M-F 2:30-3:00am</i>	<i>English</i>
<i>Qaggiq VII</i>	<i>TBD</i>	<i>Inuktitut</i>
<i>Nunavut Elders</i>	<i>TBD</i>	<i>Inuktitut</i>
<i>Our Déné Elders</i>	<i>TBD</i>	<i>Déné</i>
<i>Maamuitaaw</i>	<i>TBD</i>	<i>Cree</i>
<i>Nunavimiut</i>	<i>TBD</i>	<i>Inuktitut</i>
<i>Haa Shagoon</i>	<i>TBD</i>	<i>various</i>

- ***Phase I:***
 - Two-week schedule
 - Approximately 50 spots will air per week
 - Approximately 100 total spots
 - Spots will air in multiple languages: approximately 33x in French and Native languages.

- ***Phase II:***
 - Three-week schedule
 - Approximately 60 spots will air per week
 - Approximately 180 total spots
 - Spots will air in multiple languages: approximately 58x in French and Native languages.

16. Aboriginal Radio

def: The targeted radio stations/networks in which notices will air.

Radio is also a medium that is heavily used by Aboriginal people. In fact, according to PMB data, Aboriginal people 25+ are 39% more likely to be heavy radio listeners, as compared to the general Canadian adult 25+ population.

Aboriginal radio will air throughout Canada with the purchase of 60- second units on approximately 90 Aboriginal stations, as listed below.

The schedules will include English, French and Native language Notices, as appropriate to each station or network.

- Phase I: Two-week schedule, with approximately 20 spots per station per week; approximately 40 spots total.
- Phase II: Three-week schedule, with approximately 20 spots per station per week; approximately 60 spots total.

Aboriginal Multimedia Society of Alberta ("AMMSA") - CFWE-FM.

- Covers entire province of Alberta, except Edmonton & Calgary; heaviest coverage is in rural areas.
- Broadcasts to approximately 150 communities throughout Canada via Anik E2 satellite.
- Format is Aboriginal and Country music.
- All programming is in English.

James Bay Cree Communications Society ("JBCCS") Network.

- Broadcasts to approximately nine communities in Northern Québec, primarily in Cree.
- Nine stations are included in the network.

Missinipi Broadcasting Corporation ("MBC") Network.

- Offers the largest adult listening audience of any radio station covering Northern Saskatchewan and an increasing number of communities in Southern Saskatchewan.
- Approximately 63 stations are included in the network.
- Has a potential audience of 47,000+ people in Prince Albert-Meadow Lake-La Ronge areas, and a known regular daily/weekly audience of 32,000+ across the rest of Northern Saskatchewan.

- Broadcasts to more than 70 communities in Saskatchewan, including major urban centres.
- Listeners are multilingual — 64% speak Cree and English, 22% speak Déné and English, and 98% of all listeners speak English.
- Provides a minimum of ten hours of Cree programming and ten hours of Déné programming per week, and strives to integrate the languages into everything from special programmes, remote event coverage, contests, commercial content, and more.
- Programming includes news and community events, often in three languages.

Native Communications Inc. (“NCI”) Network

- Covers 98% of Manitoba Province, reaching more than 70 communities.
- Approximately 57 stations are included in the network.
- Programming includes Hot Country during day and prime hours and Classic Country, Hip Hop, etc. on weekends.
- Programming is primarily in English; ad materials are accepted in English, Ojibwe (the number one Native language in Manitoba) and Cree.

Native Communications Society of the Western Northwest Territories (CKLB-FM):

- Broadcasts to 28 communities in the Northwest Territories.
- Format is Country and Aboriginal music.
- Programming includes regional news, community events, and special features, often in three languages (English and various Déné dialects).

Northern Native Broadcasting - Terrace (CFNR-FM):

- Broadcasts to 55 communities, of which approximately 35 are First Nations, in central and northern British Columbia, as well as parts of Yukon.
- Three stations are in the network.
- Format is Classic Rock and Sports, including Native basketball, Vancouver Canucks, and BC Lions; in English.

Northern Native Broadcasting - Yukon (CHON-FM):

- Broadcasts to 25 communities in the Yukon, western Northwest Territories, and a small portion of northern British Columbia.
- Format is primarily Country with programmes that include other types of music, news, weather, and sports, as well as some Native language programmes, including Gwich'in.
- Almost all listeners speak English.

OKalaKatiget Society (CKOK Radio).

- Broadcasts to seven communities on the north coast and the Lake Melville area of Labrador.
- Offers various programming, including news, stories from the elders, children's programmes, Inuktitut and English music, PSAs, church services, etc., in both English and Inuktitut.
- Promotes Inuit culture 20 hours per week.

Société de Communications AtikamekwMontagnais ("SOCAM") Network.

- Broadcasts to 14 communities, of which 11 are Innu and three are Atikamekw, in central and northern Québec, as well as Labrador.
- Approximately 15 stations are included in the network.
- 85% of programming is in Native languages (primarily Innu and Atikamekw); 2nd language in Québec listening area is French, and in Labrador is English.

Taqramiut Nipingat Ltd. ("TNI").

- Broadcasts to all 14 Nunavik communities.
- Programming includes news, modern and traditional music, gospel and spiritual music, family issues, etc.
- Must provide Notice in English or French and Inuktitut.

Wawatay Native Communications Society Radio Network ("WRN").

- Broadcasts to 40 communities in Ontario.
- Provides various programming promoting Native culture and language.
- Almost all programming is in Oji-Cree and Coastal Cree, with a small amount in English.

17. Aboriginal Publications

def: The targeted publications in which notices will appear.

The Aboriginal publications included in the Notice Plan are particularly geared to those affected. They provide local and regional news, including Aboriginal issues, people, and events. Aboriginal people 25+ are 8% more likely to have read a community newspaper in the past seven days, as compared to the general Canadian 25+ population.

Coverage is throughout Canada and includes more than 630 First Nations; Métis settlements; Inuit communities; Friendship Centres; Aboriginal businesses, schools and organizations; as well as various government and health agencies.

Both the Phase I and Phase II Plans include a full page unit in up to 36 publications. In bilingual publications, multiple Notices will appear, once in English or French and again in the primary Native language(s) used by the publication:

<i>Publication</i>	<i>Coverage</i>	<i>Province/ Territory</i>	<i>Issuance</i>	<i>Freq.</i>	<i>Ad Language</i>
<i>Aboriginal Times</i>	<i>National</i>		<i>bimonthly</i>	<i>1</i>	<i>English</i>
<i>First Nation Voices</i>	<i>National</i>		<i>2x/year</i>	<i>1</i>	<i>English</i>
<i>First Perspective</i>	<i>National</i>		<i>monthly</i>	<i>1</i>	<i>English</i>
<i>Windspeaker</i>	<i>National</i>		<i>monthly</i>	<i>1</i>	<i>English</i>
<i>Windspeaker Business Quarterly</i>	<i>National</i>		<i>monthly</i>	<i>1</i>	<i>English</i>
<i>Native Journal</i>	<i>National</i>		<i>monthly</i>	<i>1</i>	<i>English</i>
<i>Alberta Native News</i>	<i>Regional</i>	<i>Alberta</i>	<i>monthly</i>	<i>1</i>	<i>English</i>
<i>Alberta Sweetgrass</i>	<i>Regional</i>	<i>Alberta</i>	<i>monthly</i>	<i>1</i>	<i>English</i>
<i>Ha-Shilth-Sa</i>	<i>Regional</i>	<i>British Columbia</i>	<i>25x/year</i>	<i>1</i>	<i>English</i>
<i>Kahtou News</i>	<i>Regional</i>	<i>British Columbia</i>	<i>monthly</i>	<i>1</i>	<i>English</i>
<i>Secwepemc News</i>	<i>Regional</i>	<i>British Columbia</i>	<i>monthly</i>	<i>1</i>	<i>English</i>
<i>Western Native News</i>	<i>Regional</i>	<i>British Columbia, Yukon</i>	<i>monthly</i>	<i>1</i>	<i>English</i>

<i>First Nations Drum</i>	<i>Regional</i>	<i>Eastern Canada</i>	<i>monthly</i>	<i>1</i>	<i>English</i>
<i>Natotawin</i>	<i>Regional</i>	<i>Manitoba</i>	<i>weekly</i>	<i>1</i>	<i>English</i>
<i>The Drum</i>	<i>Regional</i>	<i>Manitoba</i>	<i>monthly</i>	<i>1</i>	<i>English</i>
<i>Whispering Pines</i>	<i>Regional</i>	<i>Manitoba</i>	<i>Quarterly</i>	<i>1</i>	<i>English</i>
<i>Deh Cho Drum</i>	<i>Regional</i>	<i>Northwest Territories</i>	<i>weekly (Thur)</i>	<i>1</i>	<i>English</i>
<i>Inuvik Drum</i>	<i>Regional</i>	<i>Northwest Territories</i>	<i>weekly (Thurs)</i>	<i>1</i>	<i>English</i>
<i>L'Aquilon</i>	<i>Regional</i>	<i>Northwest Territories</i>	<i>weekly (Fri)</i>	<i>1</i>	<i>French</i>
<i>Nunatsiaq News</i>	<i>Regional</i>	<i>Northwest Territories, Nunavut, Québec</i>	<i>weekly (Fri)</i>	<i>2</i>	<i>English, Inuktitut, Innuinaqtun</i>
<i>NWT News/North</i>	<i>Regional</i>	<i>Northwest Territories</i>	<i>weekly (Mon)</i>	<i>1</i>	<i>English</i>
<i>The Hay River Hub</i>	<i>Regional</i>	<i>Northwest Territories</i>	<i>weekly (Wed)</i>	<i>1</i>	<i>English</i>
<i>Tusaayaksat</i>	<i>Regional</i>	<i>Northwest Territories</i>	<i>bimonthly</i>	<i>2</i>	<i>English & Siglit</i>
<i>The Slave River Journal</i>	<i>Regional</i>	<i>Northwest Territories, Alberta</i>	<i>weekly (Wed)</i>	<i>1</i>	<i>English</i>
<i>Mi'kmaq-Maliseet Nations News</i>	<i>Regional</i>	<i>Nova Scotia, New Brunswick, PEI, Newfoundland, NE Québec</i>	<i>monthly</i>	<i>1</i>	<i>English</i>
<i>Kivalliq News</i>	<i>Regional</i>	<i>Nunavut</i>	<i>weekly (Wed)</i>	<i>2</i>	<i>English & Inuktitut</i>
<i>Nunavut News/North</i>	<i>Regional</i>	<i>Nunavut</i>	<i>weekly (Mon)</i>	<i>2</i>	<i>English, Inuktitut & Innuinaqtun</i>
<i>Turtle Island News</i>	<i>National</i>	<i>Ontario</i>	<i>weekly (Wed)</i>	<i>1</i>	<i>English</i>
<i>Anishinabek News</i>	<i>Regional</i>	<i>Ontario</i>	<i>11x/year</i>	<i>1</i>	<i>English</i>
<i>Tansi News</i>	<i>Regional</i>	<i>Ontario</i>	<i>monthly</i>	<i>1</i>	<i>English</i>
<i>Tekawennake</i>	<i>Regional</i>	<i>Ontario</i>	<i>weekly (Wed)</i>	<i>1</i>	<i>English</i>
<i>Wawatay News</i>	<i>Regional</i>	<i>Ontario</i>	<i>biweekly</i>	<i>2</i>	<i>English & Oji-Cree</i>
<i>Eastern Door</i>	<i>Regional</i>	<i>Québec</i>	<i>weekly (Fri)</i>	<i>1</i>	<i>English</i>
<i>The Nation</i>	<i>Regional</i>	<i>Québec/Ontari</i>	<i>bimonthly</i>	<i>1</i>	<i>English</i>

		<i>o</i>			
<i>Saskatchewan Sage</i>	<i>Regional</i>	<i>Saskatchewan</i>	<i>monthly</i>	<i>1</i>	<i>English</i>
<i>Opportunity North</i>	<i>Regional</i>	<i>Saskatchewan</i>	<i>bimonthly</i>	<i>1</i>	<i>English</i>
<i>TOTAL</i>				<i>41</i>	

Note: Actual publications are subject to change depending upon availability at the time of placement.

18. Aboriginal Publications Circulation Data

def: Total number of copies distributed through all channels (subscription, newsstand, bulk).

The total circulation of the Aboriginal publications is estimated to be more than 400,000:

<i>Publication</i>	<i>Total Circulation</i>
<i>Aboriginal Times</i>	<i>100,000</i>
<i>First Nations Drum</i>	<i>35,000</i>
<i>Windspeaker Business Quarterly</i>	<i>30,000</i>
<i>Windspeaker</i>	<i>25,000</i>
<i>Native Journal</i>	<i>15,000</i>
<i>The Drum</i>	<i>15,000</i>
<i>Turtle Island News</i>	<i>15,000</i>
<i>Alberta Native News</i>	<i>14,000</i>
<i>Kahtou News</i>	<i>12,041</i>
<i>First Perspective</i>	<i>10,000</i>
<i>Opportunity North</i>	<i>10,000</i>
<i>Western Native News</i>	<i>10,000</i>
<i>Anishinabek News</i>	<i>10,000</i>
<i>Tansi News</i>	<i>10,000</i>
<i>NWT News/North</i>	<i>9,672</i>
<i>Wawatay News</i>	<i>9,300</i>
<i>Alberta Sweetgrass</i>	<i>7,000</i>
<i>The Nation</i>	<i>7,000</i>
<i>Saskatchewan Sage</i>	<i>7,000</i>
<i>Secwepemc News</i>	<i>6,500</i>
<i>Nunavut News/North</i>	<i>6,213</i>
<i>Nunatsiaq News</i>	<i>6,000</i>
<i>First Nation Voices</i>	<i>5,000</i>
<i>Mi'kmaq-Maliseet Nations News</i>	<i>5,000</i>

<i>Ha-Shilth-Sa</i>	3,200
<i>The Hay River Hub</i>	2,542
<i>Whispering Pines</i>	2,500
<i>Tekawennake</i>	2,500
<i>Eastern Door</i>	2,500
<i>Tusaayaksat</i>	1,700
<i>Kivalliq News</i>	1,643
<i>Deh Cho Drum</i>	1,532
<i>Inuvik Drum</i>	1,470
<i>The Slave River Journal</i>	1,384
<i>Natotawin</i>	1,000
<i>L'Aquilon</i>	1,000
TOTAL	402,697

More readers than just those who purchase or otherwise receive circulated issues actually open and read a publication. Many secondary readers see the Notice away from home, for example: at a friend's house; at a doctor's office or health organization; at a Friendship Centre or other agency; passed around by co-workers at the place of employment; etc. Exposure in a different environment can increase attentiveness and response potential. It is also beneficial that readership tends to build over a period of time following the publication date. This is evidence that issues can be referred to at any time, thereby, providing readers with a longer, sustained opportunity to learn about the Notice.

Factoring in these additional readers, we estimate the total adult audience exposures to the Notices in these publications could be as much as 800,000 or more. However, because most of the circulation figures cited above are not independently audited and much of it is not "paid" circulation, we did not factor in pass-along readers or the full circulation figures in our reach calculations.

19. Mainstream Newspapers

def: *The mainstream newspapers in which notices will appear.*

The mainstream newspapers included in the Phase I and Phase II Notice Plans will increase reach particularly among affected people who do not reside on reserves or within other Aboriginal communities/settlements.

The Phase I and Phase II Plan includes two insertions in 31 daily mainstream newspapers, as well as two insertions in four community newspapers with distribution in heavily concentrated Aboriginal areas, for a total of 70 insertions. The daily newspapers selected circulate in the top 19 Aboriginal population CMAs/CAs, where approximately 45% of Canada's Aboriginal population residing outside of a reserve or Aboriginal community/settlement is located, plus two Québec CMA papers. An approximate 1/3 page Summary Notice will be placed in the broadsheet newspapers and a 3/4 page in the tabloid newspapers.

<i>Newspaper</i>	<i>City/Area</i>	<i>Province</i>	<i>Freq.</i>
<i>Calgary Herald</i>	<i>Calgary</i>	<i>Alberta</i>	<i>2</i>
<i>Calgary Sun</i>	<i>Calgary</i>	<i>Alberta</i>	<i>2</i>
<i>Edmonton Journal</i>	<i>Edmonton</i>	<i>Alberta</i>	<i>2</i>
<i>Edmonton Sun</i>	<i>Edmonton</i>	<i>Alberta</i>	<i>2</i>
<i>Kamloops Daily News</i>	<i>Kamloops</i>	<i>British Columbia</i>	<i>2</i>
<i>Prince George Citizen</i>	<i>Prince George</i>	<i>British Columbia</i>	<i>2</i>
<i>Vancouver Province</i>	<i>Vancouver</i>	<i>British Columbia</i>	<i>2</i>
<i>Vancouver Sun</i>	<i>Vancouver</i>	<i>British Columbia</i>	<i>2</i>
<i>Victoria Times Colonist</i>	<i>Victoria</i>	<i>British Columbia</i>	<i>2</i>
<i>Winnipeg Free Press</i>	<i>Winnipeg</i>	<i>Manitoba</i>	<i>2</i>
<i>Winnipeg Sun</i>	<i>Winnipeg</i>	<i>Manitoba</i>	<i>2</i>
<i>Ottawa Le Droit</i>	<i>Ottawa</i>	<i>Ontario</i>	<i>2</i>
<i>Sudbury Star</i>	<i>Greater Sudbury</i>	<i>Ontario</i>	<i>2</i>
<i>Hamilton Spectator</i>	<i>Hamilton</i>	<i>Ontario</i>	<i>2</i>
<i>London Free Press</i>	<i>London</i>	<i>Ontario</i>	<i>2</i>
<i>Ottawa Citizen</i>	<i>Ottawa</i>	<i>Ontario</i>	<i>2</i>
<i>Ottawa Sun</i>	<i>Ottawa</i>	<i>Ontario</i>	<i>2</i>
<i>Sault Ste Marie Star</i>	<i>Sault Ste. Marie</i>	<i>Ontario</i>	<i>2</i>
<i>Thunder Bay Chronicle-Journal</i>	<i>Thunder Bay</i>	<i>Ontario</i>	<i>2</i>
<i>The Globe and Mail</i>	<i>Toronto</i>	<i>Ontario</i>	<i>2</i>
<i>The National Post</i>	<i>Toronto</i>	<i>Ontario</i>	<i>2</i>
<i>Toronto Star</i>	<i>Toronto</i>	<i>Ontario</i>	<i>2</i>

<i>Toronto Sun</i>	<i>Toronto</i>	<i>Ontario</i>	<i>2</i>
<i>La Presse</i>	<i>Montreal</i>	<i>Québec</i>	<i>2</i>
<i>Le Journal de Montreal</i>	<i>Montreal</i>	<i>Québec</i>	<i>2</i>
<i>The Montreal Gazette</i>	<i>Montreal</i>	<i>Québec</i>	<i>2</i>
<i>Le Journal de Québec</i>	<i>Québec</i>	<i>Québec</i>	<i>2</i>
<i>Le Soleil</i>	<i>Québec</i>	<i>Québec</i>	<i>2</i>
<i>Prince Albert Daily Herald</i>	<i>Prince Albert</i>	<i>Saskatchewan</i>	<i>2</i>
<i>Regina Leader-Post</i>	<i>Regina</i>	<i>Saskatchewan</i>	<i>2</i>
<i>Saskatoon Star Phoenix</i>	<i>Saskatoon</i>	<i>Saskatchewan</i>	<i>2</i>
<i>Klondike Sun</i>	<i>Dawson City</i>	<i>Yukon</i>	<i>2</i>
<i>L'Aurore Boreale</i>	<i>Whitehorse</i>	<i>Yukon</i>	<i>2</i>
<i>Whitehorse Star</i>	<i>Whitehorse</i>	<i>Yukon</i>	<i>2</i>
<i>Yukon News</i>	<i>Whitehorse</i>	<i>Yukon</i>	<i>2</i>
TOTAL			70

20. Mainstream Newspapers Circulation Data

def: Total number of copies sold through all channels (subscription, newsstand, bulk).

The total circulation of the mainstream newspapers is more than four million. Factoring in the additional readers per copy as measured by PMB, we have determined the total adult exposures could be as much as 20 million or more.

<i>Newspaper</i>	<i>Circulation</i>
<i>Toronto Star</i>	<i>644,280</i>
<i>The Globe and Mail</i>	<i>395,516</i>
<i>Toronto Sun</i>	<i>341,626</i>
<i>Le Journal de Montreal</i>	<i>319,201</i>
<i>La Presse (Montreal)</i>	<i>268,651</i>
<i>The National Post</i>	<i>268,739</i>
<i>Vancouver Sun</i>	<i>218,880</i>
<i>Vancouver Province</i>	<i>181,304</i>
<i>Winnipeg Free Press</i>	<i>164,106</i>
<i>Ottawa Citizen</i>	<i>156,657</i>
<i>The Montreal Gazette</i>	<i>153,016</i>
<i>Edmonton Journal</i>	<i>143,312</i>
<i>Calgary Herald</i>	<i>140,728</i>
<i>Le Journal de Québec</i>	<i>122,109</i>
<i>Hamilton Spectator</i>	<i>115,302</i>
<i>Le Soleil (Québec)</i>	<i>113,400</i>
<i>London Free Press</i>	<i>104,285</i>
<i>Edmonton Sun</i>	<i>95,826</i>
<i>Calgary Sun</i>	<i>91,219</i>
<i>Victoria Times Colonist</i>	<i>78,451</i>
<i>Saskatoon Star Phoenix</i>	<i>60,499</i>
<i>Regina Leader-Post</i>	<i>55,218</i>
<i>Ottawa Sun</i>	<i>52,544</i>
<i>Winnipeg Sun</i>	<i>52,197</i>

<i>Ottawa Le Droit</i>	39,100
<i>Thunder Bay Chronicle-Journal</i>	31,224
<i>Sault Ste Marie Star</i>	18,957
<i>Sudbury Star</i>	18,710
<i>Prince George Citizen</i>	15,489
<i>Kamloops Daily News</i>	12,651
<i>Yukon News</i>	8,100
<i>Prince Albert Daily Herald</i>	7,377
<i>Whitehorse Star</i>	4,303
<i>L'Aurore Boreale</i>	1,000
<i>Klondike Sun</i>	750
TOTAL	4,494,727

21. Notice Positioning

def: Inserting notices in spots within the media that will help gain affected people's attention.

All placements are not equal. Extra care can and will be taken to place the Notice in certain locations within each publication that give the best opportunity for high readership.

Positioning notice placements in the main news section will help ensure that over the course of the media schedule the greatest practicable number of affected people will see the Notice.

Regardless of positioning, the Notices are designed to be highly visible and noticeable. In Aboriginal publications, the Notices will appear as full page units. In mainstream newspapers, the Notices will appear as a 3/4 page unit in tabloids and 1/3 page units in broadsheet newspapers. Such page dominant units will enhance reader attention and comprehension.

22. Mainstream Television – Phase II

def: The television networks in which notices will air.

Mainstream television is a high reach medium providing exposure to affected people regardless of where they reside (i.e, within an Aboriginal community, a rural area, or an urban area). According to PMB data, Aboriginal people 25+ are 66% more likely to be heavy television viewers, as compared to the general Canadian 25+ population.

Networks considered include:

- CBC (English)
- CTV (English)
- Global Television (English)
- Radio-Canada (French CBC)
- TVA (French)
- Cable networks with high reach among Aboriginal people (e.g. Discovery Channel)

30-second units in English and 60-second units (longer length to accommodate translations) in French will appear on a variety of programmes and dayparts, with an emphasis placed on programmes targeting older former students.

Approximately 100 Adult 25+ GRPs (gross rating points) will be sought per week over three weeks on the English networks and 50 Adult 25+ GRPs will be sought per week over three weeks on the French networks.

The following provides an example of a television daypart mix:

<i>Daypart</i>	<i>English A25+ GRPs</i>	<i>English GRP Allocation</i>	<i>French A25+ GRPs</i>	<i>French GRP Allocation</i>
<i>Day</i>	60	20%	30	20%
<i>Early News</i>	60	20%	30	20%
<i>Prime</i>	120	40%	60	40%
<i>Late Fringe</i>	30	10%	15	10%
<i>Cable</i>	30	10%	15	10%
<i>3-Week Total</i>	300	100%	150	100%

23. Informational News Release

def: Seeking non-paid (and other) exposure of court-approved notice information mainly by way of news articles.

Earned media activities (i.e., efforts to present a fair and neutral statement of the notice effort via an informational press release, not via paid advertising) will provide an important role and help get the word out through credible news sources about these important matters (the hearings schedule and, later, the claims/opt-out process and time frame). Earned media efforts may also generate electronic media coverage.

A party-neutral, Court-approved informational news release will be issued to over 390 press outlets throughout Canada. A news release serves a potentially valuable role, providing additional notice exposure beyond that which will be provided through paid media. There is no guarantee that any news stories will result, but if they do, affected people will have additional opportunities to learn that their rights are at stake in credible news media, adding to their understanding.

A partial listing of the press outlets that will receive the informational news release is attached in **Schedule 3**.

24. Internet Activities

def: Delivery of notice via Internet and on-line services.

The use of the Internet is increasing among Aboriginal people and access to the Internet is increasing in Aboriginal communities that were previously unable to connect. According to PMB, Aboriginal people 12 years of age and older (“12+”) are 7% more likely to be heavy Internet users, as compared to the general Canadian 12+ population. Additionally, over half (53.8%) of Aboriginal people 12+ accessed the Internet/World Wide Web in the past month.²¹ We recognize the fact that the older segment of the Aboriginal population is likely not using the Internet as much as the younger segment. However, heavy Internet usage among the Aboriginal population is likely due to the fact that the Aboriginal population is younger in comparison to the general Canadian population and Internet usage is impacted by age. Regardless, it would be impracticable not to include an informational website in the programme.

On-Line media tactics include:

- A neutral and informational website with an easy to remember domain name, where affected people can obtain additional information about the proposed settlement, key dates, key documents, and frequently asked questions (FAQs). The website will appear in English and French.
- The ability for affected people to register to receive a Notice and/or future documents related to the proposed settlement deemed necessary by the Court.
- A “Contact Us” page allowing questions or comments from affected people to the administrator and allowing organizations to request notice materials for distribution to members of their communities.
- A website address prominently displayed in all notice materials.
- An easy to remember domain, such as www.residentialschoolsettlement.ca. The same name with an “s” on schools has been acquired and pointed to this site as added protection, and the .com versions have also been pointed to the site

²¹ PMB Internet usage data for Aboriginal people 25+ was not utilized because data was projected relatively unstable due to a small base.

for further assurance that people will not miss the site if they don't write it down correctly.

- Registering keywords with major search engines, e.g., Yahoo!, WebCrawler, AltaVista, in order to help the site appear at or near the top of search lists for many key words.
- Links will be sought on key websites, including Aboriginal organization sites, appropriate government sites, etc.

25. Notice Design Strategy

The Notices will be written and designed in such a manner as to motivate affected people to read and understand the message. The Notices carry a clear message outlining affected people's rights, in clear, concise plain language.

The design and content features are consistent with notices that have been approved by numerous courts, including Canadian courts.

The content and design features are consistent with the highest standards for the communication of legal rights to class members around the world. They are consistent with the standards embodied in the illustrative "model" notices we wrote and designed for the US FJC, at the request of the Advisory Committee on Civil Rules of the Judicial Conference of the United States, and which are posted at www.fjc.gov. Mr. Hilsee has testified to these standards as applicable across national boundaries and including in Canadian Courts. Indeed, Canadian Courts have recognized the importance of simple and clear communications and well designed communications via notices.

- ***Bold headline captures attention.*** The Notice headlines immediately alert even casual readers who may be included in the settlement that they should read the Notice and why it is important. The residential schools will be a recognizable reference to affected people, and the healing message will help readers engage with the Notices, and allows the Courts to communicate with affected people with a sensitive and respectful approach.
- ***Notice Size.*** The Notices will appear as full pages in Aboriginal publications, 1/3 pages in mainstream broadsheet newspapers, and 3/4 pages in tabloid sized mainstream newspapers. These page dominant sizes will allow the importance of the message to be obvious, and will ensure the Notices are noticed by casual readers.
- ***Visual Approach TV and Print media.*** The Eagle feather graphic, a symbol for healing, serves as interesting graphic for pure advertising utility, helping set the Notices apart from other ads, but, even more importantly, setting a respectful and sensitive tone for readers to approach Notices dealing with a difficult topic.

- ***Plain Language.*** Each of the Notices concisely and clearly state the information in plain, easily understandable language so that affected people can comprehend the Notices effectively.
- ***Notice design alerts readers as to legal significance, lending credibility.*** The Notice design ensures that readers know that the communication carries legitimate, important information about what action or steps they can take, and that it is not commercial advertising attempting to sell them something.
- ***Comprehensive.*** The comprehensive Summary Notice explains all critical information about affected people's rights. No key information is omitted. Those who choose to read only the Summary Notice will have done so with substantial knowledge about their rights and options. The Detailed Notice, easily available to those who request it, will provide more information, but remains concise and clear, and thereby easy to interact with and read. The use of the Summary Notice for mailing is based on the readership advantages known to be derived from providing simple, clear and concise notices, consistent with the highest modern standards for notices, together with communications experience identifying that such messages are better read and attended to.
- ***Prominent website and 800 number.*** The Notice invites response by providing simple, convenient mechanisms for affected people to obtain additional information, if desired. The 800 number offers a connection to a government emotional support line.
- ***French/Aboriginal Translation.*** Notice materials will be translated to appropriate languages for placement in media, carrying plain language goals through these other languages as well.

26. Draft Forms of Notice – Phase I

Schedule 2 of this Notice Plan contains draft forms of all Phase I Notices:

- Letters that will be sent to individuals known to be affected, and their lawyers, together with attached Notices, as well as to organizations asking for their assistance in distributing the Notices.
- The Outside Mailing Envelope showing how design and content will carefully ensure that recipients understand its relevance and importance.
- The Summary Notice as it will appear in mainstream newspapers and Aboriginal publications, and mailed to individuals known to be affected.
- The Detailed Notice that will appear on the website and be mailed to individuals known to be affected as well as those who request it pursuant to viewing a Summary Notice.
- The 30-second English television script that will be produced and distributed to APTN. (It will be produced as a 60-second unit in French and Aboriginal languages owing to expansion of length when translating to these languages.)
- The 30 and 60-second radio scripts that will be produced and distributed to Aboriginal radio stations and networks.
- The neutral Informational News Release that will be issued to news outlets throughout Canada, and to organizations and other third parties.
- A draft of the content of the main website page where affected people can obtain additional information and documents about the settlement, including the settlement agreement, answers to common questions, a claim form and exclusion request forms when available, a Detailed Notice, and other information.

00375

Schedule 1

Hilsoft Notifications

Philadelphia Area Office: 123 East Broad Street, Souderton, PA 18964, (215) 721-2120, (215) 721-6886 fax

Nation's leading expert firm for large-scale, unbiased, full service class action and bankruptcy bar date notice plan design, implementation, and analysis ❖ Unique recognition by Federal and State Courts ❖ Innovated standards now followed for method and form of notice ❖ Only notice expert invited to testify before the Advisory Committee on Civil Rules on 2001 amendments to Fed. R. Civ. Proc. 23 ❖ Asked by Federal Judicial Center to write and design the 'model' plain language notices now at www.fjc.gov ❖ First notice expert recognized in Canada under the Ontario Class Proceedings Act of 1992 ❖ Notice for largest claims process in U.S. history ❖ Cited in the first significant reported decision on use of media audience data to establish the "net reach" of unknown class members – now a cornerstone of methodology for adequacy of notice ❖ More than 175 cases, placing media notices in 53 countries and 36 languages ❖ Court-approved notice plans have withstood challenge to U.S. Supreme Court ❖ First intelligent website Q&A engine ❖ More than 15 MDL cases ❖ More than 60 favorable judicial comments — 0 unfavorable ❖ More than 25 article publications ❖ Frequent notice/due process speaker ❖ Team has worked as neutral experts for both defendants and plaintiffs ❖ Case examples include:

- National settlement notice to 25 million policyholders in the largest race-based pricing case, **Thompson v. Metropolitan Life Ins. Co.**, 216 F.R.D. 55, 62-68 (S.D. N.Y. 2003).
- Worldwide notice in the \$1.25 billion settlement **In re Holocaust Victims Assets, "Swiss Banks,"** No. CV-96-4849 (E.D.N.Y.). Designed & implemented all U.S. and international media notice in 500+ publications in 40 countries and 27 languages. Called the most complex notice program in history.
- Designed/implemented multi-media notice campaign for largest ever U.S. claims process: the \$10 billion tobacco buyout for **U.S. Dept. of Agriculture/Wachovia**.
- National settlement notice to 40 million people in **Scott v. Blockbuster**, No. D 162-535 (Tex., 136th Jud. Dist.) withstood collateral review, **Peters v. Blockbuster** 65 S.W.3d 295, 307 (Tex. App.-Beaumont, 2001).
- Multi-national claims bar date notice **In re The Babcock & Wilcox Co.**, No. 00-10992 (E.D. La.) to asbestos personal injury claimants. Set standards for asbestos-related bankruptcies, i.e., W.R. Grace & USG.
- National notice in **Avery v. State Farm**, No. 97-L-114 (Cir. Ct. Ill.), withstood challenges to Illinois Supreme Court and U.S. Supreme Court, and re-affirmed in **Avery v. State Farm**, 321 Ill. App. 3d 269 (5th Dist. 2001).
- National settlement notice **In re Synthroid Marketing Litig.**, MDL 1182 (N.D. Ill.). Notice withstood appellate challenge, 264 F.3d 712, 716 (C.A.7 (Ill.), 2001).
- Scrutinized opposing notice expert opinion in **Parsons/Currie v. McDonalds** resulting in widely reported published decision, 2004 WL 40841 para. 49-58 (Ont. S.C.J. 2004) upheld on appeal **Currie v. McDonald's Rests. of Canada Ltd.**, 2005 CanLII 3360 (ON C.A.).
- Written and live testimony on notice in **Spitzfaden v. Dow Corning**, No. 92-2589, (La. Civ. Dist. Ct.), the first breast implant class action to go to trial. Notice withstood challenge to Louisiana Supreme Court.
- **In re Dow Corning Corp.**, No. 95-20512-11-AJS (Bankr. E.D. Mich.). Designed global breast implant U.S. and foreign media plans, ensuring that millions of additional women received effective notice of the bar date.
- Our notice expertise cited in **Cox v. Shell Oil**, "Polybutylene Pipe," 1995 WL 775363, 6 (Tenn. Ch. 1995). Our notice evidence cited when collateral attack rejected. **Hospitality Mgmt. Assoc., Inc. v. Shell Oil Co.** 356 S.C. 644, 663, 591 S.E.2d 611, 621 (S.C., 2004)
- National settlement notice, **Williams v. Weyerhaeuser Co.**, No. 995787, "Hardboard Siding Litigation" (Cal. Super. Ct.). Notice withstood appellate challenge, 2002 WL 373578, at 10 (Cal. App. 1 Dist.).
- Other significant notice cases: **Ting v. AT&T**, **Talalai v. Cooper Tire**, **In re Bridgestone/Firestone Prods. Liab.**, **Microsoft I-V Cases**, **Wilson v. Servier (Canadian Nat'l Fen/Phen)**, **In re Pittsburgh Corning (Asbestos)**, **In re Factor Concentrate Blood Prods. (Nat'l Hemophilic HIV)**, **In re Serzone Prods. Liab.**, and many others.

EXPERTS ON STAFF

Todd B. Hilsee, President ~ Mr. Hilsee is the leading expert in class action notice planning, implementation, and analysis. He has been uniquely recognized by Federal and State Courts as an expert on notice, including the first significant reported decision, **In re Domestic Air Transp. Antitrust Litig.**, 141 F.R.D. 534 (N.D. Ga. 1992), on the use of media audience data to quantify the "net reach" of unknown class members – now a cornerstone of the methodology to determine the adequacy of notice. In Jan. 2002, he was the only notice expert invited to testify

before the Advisory Committee on Civil Rules of the Judicial Conference of the United States about the proposed "plain language" amendment to Rule 23, and subsequently was asked to write and design the illustrative 'model' plain language notices in collaboration with the Federal Judicial Center, which are now posted at www.fjc.gov. Todd has published numerous articles on notice and due process and he was the first notice expert recognized in Canada under the Ontario Class Proceedings Act of 1992. As a communications professional, Hilsee spent the majority of his advertising career with Foote, Cone & Belding, the largest U.S. domestic advertising firm, where he was awarded the American Marketing Association's award for effectiveness. ❖ He received his B.S. in Marketing from the Pennsylvania State University. Todd can be reached at hilsee@hilsoft.com

Barbara A. Coyle, Executive Vice President ~ Ms. Coyle provides over 21 years of professional experience in the field of advertising media planning, negotiating, placement and analysis. She has handled millions of dollars of media assignments in international media vehicles. ❖ Her consumer notification experience includes: the multinational Dow Corning Bankruptcy, State Farm Auto Parts Litigation, Swiss Banks Settlement, the International Commission on Holocaust Era Insurance Claims, the German Slave and Forced Labour Fund, the Austria National Fund, the International Organization for Migration, the Synthroid Marketing Litigation, the multinational Babcock & Wilcox Asbestos-related bankruptcy, the 900 Number Litigation as to MCI, and many others. Her focus has been on extending the value of media budgets through skillful negotiating. ❖ Barbara is a Cum Laude graduate of Temple University in Philadelphia, with a B.A. in Journalism, where she also received the Carlisle Award for Journalism. Barb can be reached at bcogle@hilsoft.com.

Gina M. Intrepido, Vice President, Media Director ~ Ms. Intrepido has over 13 years of media planning and buying experience. She began her career in New York at one of Madison Avenue's leading firms, BBDO Worldwide, preparing the sophisticated media planning studies for major national consumer advertising accounts and brands such as Gillette, GE Appliances, Lever Brothers, HBO and others. ❖ Gina has planned numerous judicially approved notice plans including the Blockbuster EVF Settlement, Cooper Tire Settlement, the Microsoft I-V Cases antitrust litigation for California (mirroring the U.S. Justice Department's case), and many others including the Weyerhaeuser Hardboard Siding claims campaign which involved a creative and efficient use of radio selected through a detailed claims/population cross tabulation analysis. ❖ Gina earned a B.A. in Advertising from the Pennsylvania State University, graduating with the highest honors. Gina can be reached at gintrepido@hilsoft.com.

Shannon R. Wheatman Ph.D., Notice Director ~ Dr. Wheatman joined Hilsoft Notifications after serving in the Research Division of the Federal Judicial Center in Washington, DC. While at the FJC she worked with the Civil Rules Advisory Committee on the effects of *Amchem/Ortiz* on the filing rates of Federal class actions and conducted a survey of over 700 class action attorneys on the impact of those two cases on choice of federal or state forum in class action litigation. Shannon also played an integral part in the development of model notices at the behest of the Committee to satisfy the plain language notice amendment to Rule 23. Shannon has researched issues for the Bankruptcy Committee on reappointments and the administration of bankruptcy court caseloads. ❖ Shannon has a Ph.D. in Social Psychology from the University of Georgia and a Masters in Legal Studies from the University of Nebraska-Lincoln. Shannon has studied legal research and writing, torts, mass communication law, evidence, constitutional law, civil procedure, and law and medicine. In 2000, she received first place in a professional research writing competition from the American Society for Trial Consultants for her research on comprehension of jury instructions in an insanity defense trial. Shannon can be reached at swheatman@hilsoft.com.

JUDICIAL COMMENTS

Judge Lee Rosenthal, Advisory Committee on Civil Rules of the Judicial Conference of the United States (Jan. 22, 2002), addressing Mr. Hilsee in a public hearing on proposed changes to Rule 23:

I want to tell you how much we collectively appreciate your working with the Federal Judicial Center to improve the quality of the model notices that they're developing. That's a tremendous contribution and we appreciate that very much...You raised three points that are criteria for good noticing, and I was interested in your thoughts on how the rule itself that we've proposed could better support the creation of those or the insistence on those kinds of notices . . .

Judge Marvin Shoob, In re Domestic Air Transp. Antitrust Litig., 141 F.R.D. 534, 548 (N.D. Ga. 1992):

The Court finds Mr. Hilsee's testimony to be credible. Mr. Hilsee's experience is in the advertising industry. It is his job to determine the best way to reach the most people. Mr. Hilsee

answered all questions in a forthright and clear manner. Mr. Hilsee performed additional research prior to the evidentiary hearing in response to certain questions that were put to him by defendants at his deposition . . . The Court believes that Mr. Hilsee further enhanced his credibility when he deferred responding to the defendant's deposition questions at a time when he did not have the responsive data available and instead utilized the research facilities normally used in his industry to provide the requested information.

Mr. Justice Cumming, *Wilson v. Servier*, (Sept. 13, 2000) No. 98-CV-158832, "National Fen/Phen Litigation" (Ont. S.C.J):

[A] class-notification expert, Mr. Todd Hilsee, to provide advice and to design an appropriate class action notice plan for this proceeding. Mr. Hilsee's credentials and expertise are impressive. The defendants accepted him as an expert witness. Mr. Hilsee provided evidence through an extensive report by way of affidavit, upon which he had been cross-examined. His report meets the criteria for admissibility as expert evidence. R. v. Lavallee, [1990] 1 S.C.R. 852.

Judge John R. Padova, *Rosenberg v. Academy Collection Service, Inc.* (December 19, 2005) No. 04-CV-5585 (E.D. Pa.):

. . . upon consideration of the Memorandum of Law in Support of Plaintiff's Proposed Class Questionnaire and Certification of Todd Hilsee, it is hereby ORDERED that Plaintiff's form of class letter and questionnaire in the form appended hereto is APPROVED. F.R.Civ.P. 23(c).

Judge Douglas L. Combs, *Morris v. Liberty Mutual Fire Ins. Co.*, (Feb. 22, 2005), No. CJ-03-714 (D. Okla.):

I want the record also to demonstrate that with regard to notice, although my experience – this Court's experience in class actions is much less than the experience of not only counsel for the plaintiffs, counsel for the defendant, but also the expert witness, Mr. Hilsee, I am very impressed that the notice was able to reach – be delivered to 97 ½ percent members of the class. That, to me, is admirable. And I'm also – at the time that this was initially entered, I was concerned about the ability of notice to be understood by a common, nonlawyer person, when we talk about legalese in a court setting. In this particular notice, not only the summary notice but even the long form of the notice were easily understandable, for somebody who could read the English language, to tell them whether or not they had the opportunity to file a claim.

Judge Catherine C. Blake, *In re Royal Ahold Securities and 'ERISA' Litig.*, (January 6, 2006) No. 03-MD-1539 (D. Md.):

I think it's remarkable, as I indicated briefly before, given the breadth and scope of the proposed Class, the global nature of the Class, frankly, that again, at least on a preliminary basis, and I will be getting a final report on this, that the Notice Plan that has been proposed seems very well, very well suited, both in terms of its plain language and in terms of its international reach, to do what I hope will be a very thorough and broad-ranging job of reaching as many of the shareholders, whether individual or institutional, as possibly can be done to participate in what I also preliminarily believe to be a fair, adequate and reasonable settlement.

Judge John Speroni, *Avery v. State Farm*, (Feb. 25, 1998) No. 97-L-114, "Auto Parts Litigation" (Ill. Cir. Ct. Williamson Co.) (Withstood challenge to Illinois Supreme Court, and the United States Supreme Court denied certiorari on issues including the notice issues):

[T]his Court having carefully considered all of the submissions, and reviewed their basis, finds Mr. Hilsee's testimony to be credible. Mr. Hilsee carefully and conservatively testified to the reach of the Plaintiffs' proposed Notice Plan, supporting the reach numbers with verifiable data on publication readership, demographics and the effect that overlap of published notice would have on the reach figure . . . This Court's opinion as to Mr. Hilsee's credibility, and the scientific basis of his opinions is bolstered by the findings of other judges that Mr. Hilsee's testimony is credible.

Judge Joseph R. Goodwin, *In re Serzone Products Liability Litig.*, (Sept. 2, 2005) MDL 1477, (S.D. W. Va.):

"The Notice Plan was drafted by Hilsoft Notifications, a Pennsylvania firm specializing in designing, developing, analyzing and implementing large-scale, unbiased legal notification plans. Hilsoft has disseminated class action notices in more than 150 cases, and it designed the model notices currently displayed on the Federal Judicial Center's website as a template for others to follow...To enhance consumer exposure, Hilsoft studied the demographics and readership of publications among adults who used a prescription drug for depression in the last twelve months. Consequently, Hilsoft chose to utilize media particularly targeting women due to their greater incidence of depression and heavy usage of the medication."

Judge Marina Corodemus, *Talalai v. Cooper Tire & Rubber Co.*, (Oct. 29, 2001) No. L-8830-00 MT (N.J. Super. Ct. Middlesex Co.):

I saw the various bar graphs for the different publications and the different media dissemination, and I think that was actually the clearest bar graph I've ever seen in my life . . . it was very clear of the time periods that you were doing as to each publication and which media you were doing over what market time, so I think that was very clear.

Judge Richard G. Stearns, *In re Lupron® Marketing and Sales Practice Litig.*, (Nov. 23, 2004) MDL 1430, No. 01-CV-10861-RGS (D. Mass.):

I actually find the [notice] plan as proposed to be comprehensive and extremely sophisticated and very likely be as comprehensive as any plan of its kind could be in reaching those most directly affected.

Judge Michael Maloan, *Cox v. Shell Oil*, (Nov. 17, 1995) No. WL 775363, "Polybutylene Pipe Litigation" (Tenn. Ch. Ct.):

Cox Class Counsel and the notice providers worked with Todd B. Hilsee, an experienced class action notice consultant, to design a class notice program of unprecedented reach, scope, and effectiveness. Mr. Hilsee was accepted by the Court as a qualified class notice expert . . . He testified at the Fairness Hearing, and his affidavit was also considered by the Court, as to the operation and outcome of this program.

In re Synthroid Marketing Litig., 264 F.3d 712, 716 (C.A.7 (Ill.), 2001):

Although officially in the game, the objectors have not presented any objection to the settlement that was not convincingly addressed by the district court. The objectors contend that the settlement should have been larger, that the notice was not sufficient, and that the release of liabilities is too broad.

Judge Michael Canaday, *Morrow v. Conoco Inc.*, (May 25, 2005) No. 2002-3860 G (14th J.D. Ct. La.):

The objections, if any, made to due process, constitutionality, procedures, and compliance with law, including, but not limited to, the adequacy of notice and the fairness of the proposed Settlement Agreement, lack merit and are hereby overruled.

Judge Marina Corodemus, *Talalai v. Cooper Tire & Rubber Co.*, (Oct. 30, 2001) No. MID-L-8839-00 MT (N.J. Super. Ct. Middlesex Co.):

The parties have crafted a notice program which satisfies due process requirements without reliance on an unreasonably burdensome direct notification process. The parties have retained Todd Hilsee, president of Hilsoft Notification, who has extensive experience designing similar notice programs...The form of the notice is reasonably calculated to apprise class members of their rights. The notice program is specifically designed to reach a substantial percentage of the putative settlement class members.

Judge David De Alba, *Ford Explorer Cases*, (August 19, 2005) JCCP Nos. 4226 & 4270 (Cal. Super. Ct., Sac. Co.):

It is ordered that the Notice of Class Action is approved. It is further ordered that the method of notification proposed by Todd B. Hilsee is approved.

Currie v. McDonald's Rests. of Canada Ltd., 2005 CanLII 3360 (ON C.A.):

The respondents rely upon the evidence of Todd Hilsee, an individual with experience in developing notice programs for class actions. In Hilsee's opinion, the notice to Canadian members of the plaintiff class in Boland was inadequate . . . In response to Hilsee's evidence, the appellants filed the affidavit of Wayne Pines, who prepared the Boland notice plan . . . I am satisfied that it would be substantially unjust to find that the Canadian members of the putative class in Boland had received adequate notice of the proceedings and of their right to opt out . . . I am not persuaded that we should interfere with the motion judge's findings . . . The right to opt out must be made clear and plain to the non-resident class members and I see no basis upon which to disagree with the motion judge's assessment of the notice. Nor would I interfere with the motion judge's finding that the mode of the notice was inadequate.

Judge Stuart R. Pollak, Microsoft I-V Cases, (Apr. 1, 2001) J.C.C.P. No. CJC-00-004106 (Cal. Super. Ct. San Francisco Co.):

[C]oncerning dissemination of class notice; and I have reviewed the materials that have been submitted on that subject and basically I'm satisfied. I think it's amazing if you're really getting 80 percent coverage. That's very reassuring. And the papers that you submitted responded to a couple things that had been mentioned before and I am satisfied with all that.

Judge Richard G. Stearns, In re Lupron Marketing and Sales Practice Litig., (May 12, 2005) MDL 1430, No. 01-CV-10861-RGS (D. Mass.):

With respect to the effectiveness of notice, in the absence of any evidence to the contrary, I accept the testimony of Todd Hilsee that the plan he designed achieved its objective of exposing 80 percent of the members of the consumer class...

Williams v. Weyerhaeuser Co., No. 995787, 2002 WL 373578, at 10 (Cal. App. 1 Dist.):

The hybrid notice given here--a combination of individual notice and notice by publication--was, as the trial court found, the best practicable method under the circumstances. The mass media campaign in this case appears to have been far more extensive than that approved in Dunk, supra, 48 Cal.App.4th at pp. 1800, 1805, 56 Cal.Rptr.2d 483. Objectors' own experience indicates the campaign was effective. Three of them received individual notices, two learned of the settlement through advertisements, and the others apparently learned of the settlement when one of them went around the neighborhood and told his neighbors about the settlement.

Judge Michael J. O'Malley, Defrates v. Hollywood Entertainment Corp., (June 24, 2005) No. 02 L 707 (Ill. Cir. Ct. St. Clair Co.):

The Court hereby finds that the Notice Plan constituted the best notice practicable under the circumstances, and constituted valid, due and sufficient notice to members of the Settlement Class.

Judge Yada T. Magee, Spitzfaden v. Dow Corning, (Mar. 17, 1997) No. 92-2589, "Breast Implant Litigation" (La. Civ. Dist. Ct. Orleans Parish) (The Louisiana Supreme Court upheld the ruling, finding no error):

Given the definition of this class and the potential size, the efforts taken to notify potential class members was more than sweeping...Accordingly the Court finds that the notice was adequate.

Judge Marvin Shoob, In re Domestic Air Transp. Antitrust Litig., 141 F.R.D. 534, 555 (N.D. Ga. 1992):

The Court is convinced that the innovative notice program designed by plaintiffs not only comports with due process and is sensitive to defendants' res judicata rights, but it is the only notice program suitable for this unique and massive consumer class action.

Judge Robert H. Wyatt, Jr., *Gray v. New Hampshire Indemnity Co., Inc.*, (December 19, 2005) No. CV-2002-952-2-3 (Cir. Ct. Ark.):

Notice was direct mailed to all Class members whose current whereabouts could be identified by reasonable effort. Notice was also effected by publication in many newspapers and magazines throughout the nation, reaching a large majority of the Class members multiple times. The Court finds that such notice constitutes the best notice practicable.

Judge Wilford D. Carter, *Thibodeaux v. Conoco Phillips Co.*, (May 26, 2005) No. 2003-481 F (14th J.D. Ct. La.):

Notice given to Class Members...were reasonably calculated under all the circumstances and have been sufficient, both as to the form and content...

Judge James R. Williamson, *Kline v. The Progressive Corp.*, (November 14, 2002) No. 01-L-6 (Cir. Ct. Ill. Johnson Co.):

Notice to the Settlement Class was constitutionally adequate, both in terms of its substance and the manner in which it was disseminated. The notice contained the essential elements necessary to satisfy due process . . .

Judge Richard G. Stearns, *In re Lupron® Marketing and Sales Practice Litig.*, (Nov. 24, 2004) MDL 1430, No. 01-CV-10861-RGS (D. Mass.):

After review of the proposed Notice Plan designed by Hilsoft Notifications...is hereby found to be the best practicable notice under the circumstances and, when completed, shall constitute due and sufficient notice of the Settlement and the Fairness Hearing to all persons and entities affected by and/or entitled to participate in the Settlement, in full compliance with the notice requirements of Rule 23 the Federal Rules of Civil Procedure and due process.

Judge Carter Holly, *Richison v. Am. Cemwood Corp.*, (Nov. 18, 2003) No. 005532 (Cal. Super. Ct. San Joaquin Co.):

The parties undertook an extensive notice campaign designed by a nationally recognized class action notice expert. See generally, Affidavit of Todd B. Hilsee on Completion of Additional Settlement Notice Plan.

Hospitality Mgmt. Assoc., Inc. v. Shell Oil Co., 356 S.C. 644, 663, 591 S.E.2d 611, 621 (Sup.Ct.S.C. 2004):

Clearly, the Cox court designed and utilized various procedural safeguards to guarantee sufficient notice under the circumstances. Pursuant to a limited scope of review, we need go no further in deciding the Cox court's findings that notice met due process are entitled to deference.

Judge Dudley Bowen, *Andrews/Harper v. MCI*, (Aug. 18, 1995) No. CV 191-185, "900 Number Class Action" (S.D. Ga.):

Upon consideration of the submissions of counsel and the testimony adduced at the hearing, and upon the findings, observations and conclusions expressed from the bench into the record at the conclusion of the hearing, it is hereby ordered that the aforementioned proposed media plan is approved.

Judge Salvatore F. Cozza, *Delay v. Hurd Millwork Co.*, (Sept. 11, 1998) No. 97-2-07371-0 (Wash. Super. Ct. Spokane Co.):

I'm very impressed by the notice plan which has been put together here. It seems to be very much a state of the art proposal in terms of notifying class members. It appears to clearly be a very good alternative for notification. The target audience seems to be identified very well, and the Court is very satisfied with the choice of media which has been selected to accomplish this.

Judge James S. Moody, Jr., Mantzouris v. Scarritt Motor Group Inc., (Aug. 10, 2004) No. 8:03 CV 0015-T-30 MSS (M.D. Fla.):

Due and adequate notice of the proceedings having been given and a full opportunity having been offered to the members of the Class to participate in the Settlement Hearing, or object to the certification of the Class and the Agreement, it is hereby determined that all members of the Class, except for Ms. Gwendolyn Thompson, who was the sole person opting out of the Settlement Agreement, are bound by this Order and Final Judgment entered herein.

Judge Richard J. Shroeder, St. John v. Am. Home Prods. Corp., (Aug. 2, 1999) No. 97-2-06368-4 (Wash. Super. Ct. Spokane Co.):

[T]he Court considered the oral argument of counsel together with the documents filed herein, including the Affidavit of Todd B. Hilsee on Notice Plan...The Court finds that plaintiffs' proposed Notice Plan is appropriate and is the best notice practicable under the circumstances by which to apprise absent class members of the pendency of the above-captioned Class Action and their rights respecting that action.

Judge Michael J. O'Malley, Defrates v. Hollywood Entertainment Corp., (June 24, 2005) No. 02 L 707 (Ill. Cir. Ct. St. Clair Co.):

... this Court hereby finds that the notice program described in the Preliminary Approval Order and completed by HEC complied fully with the requirements of due process, the Federal Rules of Civil Procedure and all other applicable laws.

Judge Robert H. Wyatt, Jr., Gray v. New Hampshire Indemnity Co., Inc., (December 19, 2005) No. CV-2002-952-2-3 (Cir. Ct. Ark.):

Notice of the Settlement Class was constitutionally adequate, both in terms of its substance and the manner in which it was disseminated. The Notice contained the essential elements necessary to satisfy due process, including the Settlement Class definition, the identities of the Parties and of their counsel, a summary of the terms of the proposed settlement, Class Counsel's intent to apply for fees, information regarding the manner in which objections could be submitted, and requests for exclusions could be filed.

Judge Carter Holly, Richison v. Am. Cemwood Corp., (Nov. 18, 2003) No. 005532 (Cal. Super. Ct. San Joaquin Co.):

As to the forms of Notice, the Court finds and concludes that they fully apprised the Class members of the pendency of the litigation, the terms of the Phase 2 Settlement, and Class members' rights and options.

Judge David Flinn, Westman v. Rogers Family Funeral Home, (Mar. 5, 2001) No. C 98-03165 (Cal. Super. Ct. Contra Costa Co.):

The Court has determined that the Notice given to potential members of the Settlement Class fully and accurately informed potential Members of the Settlement Class of all material elements of the proposed settlement and constituted valid, due and sufficient notice to all potential members of the Settlement Class, and that it constituted the best practicable notice under the circumstances.

Judge Stuart R. Pollak, Microsoft I-V Cases, (Mar. 30, 2001) J.C.C.P. No. 4106 (Cal. Super. Ct. San Francisco Co.):

Plaintiffs and Defendant Microsoft Corporation have submitted a joint statement in support of their request that the Court approve the plan for dissemination of class action notice and proposed forms of notice, and amend the class definition. The Court finds that the forms of notice to Class members attached hereto as Exhibits A and B fairly and adequately inform the Class members of

their rights concerning this litigation. The Court further finds that the methods for dissemination of notice are the fairest and best practicable under the circumstances, and comport with due process requirements.

Mr. Justice Cullity, *Parsons/Currie v. McDonald's Rests. of Can.*, (Jan. 13, 2004) 2004 Carswell Ont. 76, 45 C.P.C. (5th) 304, [2004] O.J. No.83:

I found Mr. Hilsee's criticisms of the notice plan in Boland to be far more convincing than Mr. Pines' attempts during cross-examination and in his affidavit to justify his failure to conduct a reach and frequency analysis of McDonald's Canadian customers. I find it impossible to avoid a conclusion that, to the extent that the notice plan he provided related to Canadian customers, it had not received more than a perfunctory attention from him. The fact that the information provided to the court was inaccurate and misleading and that no attempt was made to advise the court after the circulation error had been discovered might possibly be disregarded if the dissemination of the notice fell within an acceptable range of reasonableness. On the basis of Mr. Hilsee's evidence, as well as the standards applied in class proceedings in this court, I am not able to accept that it did.

Judge Bernard Zimmerman, *Ting v. AT&T*, (Jan. 15, 2002) 182 F. Supp. 2d 902, 912-913 (N.D. Cal. 2002) "Arbitration Litigation" (Hilsee had testified on the importance of wording and notice design features):

The phrase 'Important Information' is increasingly associated with junk mail or solicitations . . . From the perspective of affecting a person's legal rights, the most effective communication is generally one that is direct and specific.

Judge Robert E. Payne, *Fisher v. Virginia Electric & Power Co.*, (July 1, 2004) No. 3:02CV431 (E.D. Va.):

The record here shows that the class members have been fully and fairly notified of the existence of the class action, of the issues in it, of the approaches taken by each side in it in such a way as to inform meaningfully those whose rights are affected and to thereby enable them to exercise their rights intelligently.

Judge Jerome E. Lebarre, *Harp v. Qwest Communications*, (June 21, 2002) No. 0110-10986, "Arbitration Litigation" (Ore. Cir. Ct. Multnomah Co.):

So, this agreement is not calculated to communicate to plaintiffs any offer. And in this regard I accept the expert testimony conclusions of Mr. Todd Hilsee. Plaintiffs submitted an expert affidavit of Mr. Hilsee dated May 23 of this year, and Mr. Hilsee opines that the User Guide was deceptive and that there were many alternatives available to clearly communicate these matters....

Judge Carter Holly, *Richison v. Am. Cemwood Corp.*, (Nov. 18, 2003) No. 005532 (Cal. Super. Ct. San Joaquin Co.):

The notice was reasonable and the best notice practicable under the circumstances, was due, adequate, and sufficient notice to all Class members, and complied fully with the laws of the State of California, the Code of Civil Procedure, due process, and California Rules of Court 1859 and 1860.

Judge Marina Corodemus, *Talalai v. Cooper Tire & Rubber Co.*, (Sept. 13, 2002) No. L-008830.00 (N.J. Super. Ct. Middlesex Co.):

Here, the comprehensive bilingual, English and Spanish, court-approved Notice Plan provided by the terms of the settlement meets due process requirements. The Notice Plan used a variety of methods to reach potential class members. For example, short form notices for print media were placed...throughout the United States and in major national consumer publications which include the most widely read publications among Cooper Tire owner demographic groups . . . Mr. Hilsee designed the notification plan for the proposed settlement in accordance with this court's Nov. 1, 2001 Order. Mr. Hilsee is the president of Hilsoft Notifications and is well versed in implementing and analyzing the effectiveness of settlement notice plans.

Judge Harold Baer, Jr., *Thompson v. Metropolitan Life Ins. Co.*, (Sept. 3, 2002) No. 00 Civ. 5071 (HB) (S.D. N.Y.):

The Court further finds that the Class Notice and Publication Notice provided in the Settlement Agreement are written in plain English and are readily understandable by Class Members. In sum, the Court finds that the proposed notice texts and methodology are reasonable, that they constitute due, adequate and sufficient notice to all persons entitled to be provided with notice, and that they meet the requirements of the Federal Rules of Civil Procedure (including Fed. R. Civ. P. 23(c)(2) and (e)), the United States Constitution (including the Due Process Clause), the Rules of the Court, and any other applicable law.

Judge Dewey C. Whitenton, *Ervin v. Movie Gallery, Inc.*, (Nov. 22, 2002) No. 13007 (Tenn. Ch.):

The content of the class notice also satisfied all due process standards and state law requirements . . . The content of the notice was more than adequate to enable class members to make an informed and intelligent choice about remaining in the class or opting out of the class.

Judge Edgar E. Bayley, *Dimitrios v. CVS, Inc.*, No. 99-6209; ***Walker v. Rite Aid Corp.***, No. 99-6210; and ***Myers v. Rite Aid Corp.***, No. 01-2771, (Nov. 27, 2002) (Pa. Ct. C.P. Cumberland Co.):

The Court specifically finds that: fair and adequate notice has been given to the class, which comports with due process of law.

Judge Robert E. Payne, *Fisher v. Virginia Electric and Power Co.*, (July 1, 2004) No. 3:02CV431 (E.D. Va.):

The success rate in notifying the class is, I believe, at least in my experience, I share Ms. Kauffman's experience, it is as great as I have ever seen in practicing or serving in this job . . . So I don't believe we could have had any more effective notice.

Judge James D. Arnold, *Cotten v. Ferman Mgmt. Servs. Corp.*, (Nov. 26, 2003) No. 02-08115 (Fla. Cir. Ct. Hillsborough Co.):

Due and adequate notice of the proceedings having been given and a full opportunity having been offered to the member of the Class to participate in the Settlement Hearing, or object to the certification of the Class and the Agreement . . .

Judge Judith K. Fitzgerald, *In re Pittsburgh Corning Corp.*, (Nov. 26, 2003) No. 00-22876-JKF (Bankr. W.D. Pa.):

The procedures and form of notice for notifying the holders of Asbestos PI Trust Claims, as described in the Motion, adequately protect the interests of the holders of Asbestos PI Trust Claims in a manner consistent with the principles of due process, and satisfy the applicable requirements of the Bankruptcy Code and the Federal Rules of Bankruptcy Procedure.

Judge Wilford D. Carter, *Thibodeaux v. Conoco Phillips Co.*, (May 26, 2005) No. 2003-481 F (14th J.D. Ct. La.):

Such notices complied with all requirements of the federal and state constitutions, including the due process clause, and applicable articles of the Louisiana Code of Civil Procedure, and constituted the best notice practicable under the circumstances and constituted due process and sufficient notice to all potential members of the Class as Defined.

Judge Richard G. Stearns, *In re Lupron® Marketing and Sales Practice Litig.*, (May 12, 2005) MDL 1430, No. 01-CV-10861-RGS (D. Mass.):

I have examined the materials that were used to publicize the settlement, and I agree with Hilsee's opinion that they complied in all respects with the "plain, easily understood language"

requirement of Rule 23(c). In sum, I find that the notice given meets the requirements of due process.

Judge Harold Baer, Jr., *Thompson v. Metropolitan Life Ins. Co.*, 216 F.R.D. 55, 68 (S.D.N.Y. 2003):

The notice provides, in language easily understandable to a lay person, the essential terms of the settlement, including the claims asserted . . . who would be covered by the settlement . . .

Judge Thomas A. Higgins, *In re Columbia/HCA Healthcare Corp.*, (June 13, 2003) No. 3-98-MDL-1227 (M.D. Tenn.):

Notice of the settlement has been given in an adequate and sufficient manner. The notice provided by mailing the settlement notice to certain class members and publishing notice in the manner described in the settlement was the best practicable notice, complying in all respects with the requirements of due process.

Judge Louis J. Farina, *Soders v. General Motors Corp.* (Oct. 31, 2003) No. CI-00-04255, (Pa. C.P. Lancaster Co.):

In this instance, Plaintiff has solicited the opinion of a notice expert who has provided the Court with extensive information explaining and supporting the Plaintiff's notice plan. After balancing the factors laid out in Rule 1712(a), I find that Plaintiff's publication method is the method most reasonably calculated to inform the class members of the pending action.

Judge Dewey C. Whitemont, *Ervin v. Movie Gallery, Inc.*, (Nov. 22, 2002) No. 13007 (Tenn. Ch.):

Based on the evidence submitted and based on the opinions of Todd Hilsee, a well-recognized expert on the distribution of class notices . . . MGA and class counsel have taken substantial and extraordinary efforts to ensure that as many class members as practicable received notice about the settlement. As demonstrated by the affidavit of Todd Hilsee, the effectiveness of the notice campaign and the very high level of penetration to the settlement class were truly remarkable . . . The notice campaign was highly successful and effective, and it more than satisfied the due process and state law requirements for class notice.

Judge Louis J. Farina, *Soders v. General Motors Corp.*, (Oct. 31, 2003) No. CI-00-04255, (Pa. C.P. Lancaster Co.):

Plaintiff provided extensive information regarding the reach of their proposed plan. Their notice expert, Todd Hilsee, opined that their plan will reach 84.8% of the class members. Defendant provided the Court with no information regarding the potential reach of their proposed plan . . . There is no doubt that some class members will remain unaware of the litigation, however, on balance, the Plaintiff's plan is likely to reach as many class members as the Defendant's plan at less than half the cost. As such, I approve the Plaintiff's publication based plan.

Judge Harold Baer, Jr., *Thompson v. Metropolitan Life Ins. Co.* 216 F.R.D. 55, 68 (S.D. N.Y. 2003):

[T]he notice campaign that defendant agreed to undertake was extensive . . . I am satisfied, having reviewed the contents of the notice package, and the extensive steps taken to disseminate notice of the settlement, that the class notice complies with the requirements of Rule 23 (c)(2) and 23(e). In summary, I have reviewed all of the objections, and none persuade me to conclude that the proposed settlement is unfair, inadequate or unreasonable.

Judge John Kraetzer, *Baiz v. Mountain View Cemetery*, (Apr. 14, 2004) No. 809869-2, (Cal. Super. Ct. Alameda Co.):

The notice program was timely completed, complied with California Government Code section 6064, and provided the best practicable notice to all members of the Settlement Class under the circumstances. The Court finds that the notice program provided class members with adequate instructions and a variety of means to obtain information pertaining to their rights and obligations

under the settlement so that a full opportunity has been afforded to class members and all other persons wishing to be heard.

Judge Fred Biery, *McManus v. Fleetwood Enter., Inc.*, (Sept. 30, 2003) No. SA-99-CA-464-FB, (W.D. Tex.):

Based upon the uncontroverted showing Class Counsel have submitted to the Court, the Court finds that the settling parties undertook a thorough notice campaign designed by Todd Hilsee of Hilsoft Notifications, a nationally-recognized expert in this specialized field . . . The Court finds and concludes that the Notice Program as designed and implemented provided the best practicable notice to the members of the Class, and satisfied the requirements of due process.

Judge Harold Baer, Jr., *Thompson v. Metropolitan Life Ins. Co.*, 216 F.R.D. 55, 62 (S.D. N.Y. 2003):

In view of the extensive notice campaign waged by the defendant, the extremely small number of class members objecting or requesting exclusion from the settlement is a clear sign of strong support for the settlement.

Judge John R. Padova, *Nichols v. SmithKline Beecham Corp.*, (Apr. 22, 2005) No. 00-6222 (E.D. Pa.):

After reviewing the individual mailed Notice, the publication Notices, the PSAs and the informational release, the Court concludes that the substance of the Notice provided to members of the End-Payor Class in this case was adequate to satisfy the concerns of due process and the Federal Rules.

Judge John Kraetzer, *Baiz v. Mountain View Cemetery*, (Apr. 14, 2004) No. 809869-2, (Cal. Super. Ct. Alameda Co.):

The Court has determined that the Notice given to potential members of the Settlement Class fully and accurately informed potential Members of the Settlement Class of all material elements of the proposed settlement and constituted valid, due, and sufficient notice to all potential members of the Settlement Class, and that it constituted the best practicable notice under the circumstances.

Judge Carter Holly, *Richison v. Am. Cemwood Corp.*, (Nov. 18, 2003) No. 005532 (Cal. Super. Ct. San Joaquin Co.):

Not a single Class member—out of an estimated 30,000—objected to the terms of the Phase 2 Settlement Agreement, notwithstanding a comprehensive national Notice campaign, via direct mail and publication Notice.

Judge James T. Genovese, *West v. G&H Seed Co.*, (May 27, 2003) No. 99-C-4984-A, (La. Jud. Dist. Ct. St. Landry Parish):

The court finds that, considering the testimony of Mr. Hilsee, the nature of this particular case, and the certifications that this court rendered in its original judgment which have been affirmed by the – for the most part, affirmed by the appellate courts, the court finds Mr. Hilsee to be quite knowledgeable in his field and certainly familiar with these types of cases...the notice has to be one that is practicable under the circumstances. The notice provided and prepared by Mr. Hilsee accomplishes that purpose . . .

Judge Milton Gunn Shuffield, *Scott v. Blockbuster Inc.*, (Jan. 22, 2002) No. D 162-535 (Tex. Jud. Dist. Ct. Jefferson Co.) (Ultimately withstood challenge to Court of Appeals of Texas. *Peters v. Blockbuster* 65 S.W.3d 295, 307 (Tex. App.-Beaumont, 2001):

In order to maximize the efficiency of the notice, a professional concern, Hilsoft Notifications, was retained. Todd Hilsee of that firm prepared and oversaw the notification plan. The record reflects that Mr. Hilsee is very experienced in the area of notification in class action settlements...This Court concludes that the notice campaign was the best practicable, reasonably calculated, under all the circumstances, to apprise interested parties of the settlement and afford them an

opportunity to present their objections . . . The notice campaign was highly successful and effective, and it more than satisfied the due process and state law requirements for class notice.

Judge Elaine Bucklo, *In re Synthroid Marketing Litig.*, (Aug. 14, 1998) No. 97-C-6017 MDL 1182 (N.D. Ill.) (Ultimately withstood challenge to 7th Circuit Court of Appeals):

[T]he parties undertook an elaborate notice program...in numerous publications in the United States and abroad which those persons most likely to be class members would read . . . In fact from the affidavits filed, it would appear that notice was designed to reach most of the affected reading public.

Judge Joseph R. Goodwin, *In re Serzone Prods. Liability Litig.* (Nov. 18, 2004) MDL No. 1477 (S.D. W. Va.):

*The Court has considered the Notice Plan and proposed [*11] forms of Notice and Summary Notice submitted with the Memorandum for Preliminary Approval and finds that the forms and manner of notice proposed by Plaintiffs and approved herein meet the requirements of due process and Fed.R.Civ.P. 23(c) and (e), are the best notice practicable under the circumstances, constitute sufficient notice to all persons entitled to notice, and satisfy the Constitutional requirements of notice.*

Judge Robert E. Payne, *Fisher v. Virginia Electric and Power Co.*, (Feb. 12, 2004) No. 3:02cv431 (E.D. Va.):

The expert, Todd B. Hilsee, is found to be reliable and credible.

Judge John R. Padova, *Nichols v. SmithKline Beecham Corp.*, (Apr. 22, 2005) No. 00-CV-6222 (E.D. Pa.):

As required by this Court in its Preliminary Approval Order and as described in extensive detail in the Affidavit of Todd B. Hilsee on Design Implementation and Analysis of Settlement Notice Program...Such notice to members of the Class is hereby determined to be fully in compliance with requirements of Fed. R. Civ. P. 23(e) and due process and is found to be the best notice practicable under the circumstances and to constitute due and sufficient notice to all entities entitled thereto.

Judge Sarah S. Vance, *In re The Babcock & Wilcox Co.*, (Aug. 25, 2000) No. 00-0558 (E.D. La.):

Furthermore, the Committee has not rebutted the affidavit of Todd Hilsee, President of Hilsoft Notifications, that the (debtor's notice) plan's reach and frequency methodology is consistent with other asbestos-related notice programs, mass tort bankruptcies, and other significant notice programs...After reviewing debtor's Notice Plan, and the objections raised to it, the Court finds that the plan is reasonably calculated to apprise unknown claimants of their rights and meets the due process requirements set forth in Mullane . . . Accordingly, the Notice Plan is approved.

Judge James R. Williamson, *Kline v. The Progressive Corp.*, (November 14, 2002) No. 01-L-6 (Cir. Ct. Ill. Johnson Co.):

The Court has reviewed the Affidavit of Todd B. Hilsee, one of the Court-appointed notice administrators, and finds that it is based on sound analysis. Mr. Hilsee has substantial experience designing and evaluating the effectiveness of notice programs.

Judge Joseph R. Goodwin, *In re Serzone Products Liability Litig.*, (Sept. 2, 2005) MDL 1477, (S.D. W. Va.):

"As Mr. Hilsee explained in his supplemental affidavit, the adequacy of notice is measured by whether notice reached Class Members and gave them an opportunity to participate, not by actual participation. (Hilsee Supp. Aff. ¶ 6(c)(v), June 8, 2005)...Not one of the objectors support challenges to the adequacy of notice with any kind of evidence; rather, these objections consist of mere arguments and speculation. I have, nevertheless, addressed the main arguments herein, and I have considered all arguments when evaluating the notice in this matter. Accordingly, after

considering the full record of evidence and filings before the court, I FIND that notice in this matter comports with the requirements of Due Process under the Fifth Amendment and Federal Rules of Civil Procedure 23(c)(2) and 23(e)."

Judge Alfred G. Chiantelli, *Williams v. Weyerhaeuser Co.*, (Dec. 22, 2000) No. 995787, "Hardboard Siding Litigation" (Cal. Super. Ct. San Francisco Co.):

The Class Notice complied with this Court's Order, was the best practicable notice, and comports with due process . . . Based upon the uncontroverted proof Class Counsel have submitted to the Court, the Court finds that the settling parties undertook an extensive notice campaign designed by Todd Hilsee of Hilsoft Notifications, a nationally recognized expert in this specialized field.

Judge John R. Padova, *Nichols v. SmithKline Beecham Corp.*, (Apr. 22, 2005) No. 00-6222 (E.D. Pa.):

Pursuant to the Order dated October 18, 2004, End-Payor Plaintiffs employed Hilsoft Notifications to design and oversee Notice to the End-Payor Class. Hilsoft Notifications has extensive experience in class action notice situations relating to prescription drugs and cases in which unknown class members need to receive notice.

Judge Catherine C. Blake, *In re Royal Ahold Securities and 'ERISA' Litig.*, (January 6, 2006) No. 03-MD-1539 (D. Md.):

I do, at least preliminarily, certainly think this is a very extensive and excellent notice program that has been proposed.

Judge Susan Illston (N.D. Cal.), on Hilsoft Notifications presentation at the ABA's 7th Annual National Institute on Class Actions, Oct. 24, 2003, San Francisco, Cal.:

The notice program that was proposed here today, I mean, it's breathtaking. That someone should have thought that clearly about how an effective notice would get out. I've never seen anything like that proposed in practice . . . I thought the program was excellent. The techniques available for giving a notification is something that everyone should know about.

OTHER COMMENTS

Geoffrey P. Miller, Max Greenberg Professor at Law, NYU, testified at the *Scott v. Blockbuster* Fairness Hearing on Dec. 10-11, 2001, before Judge Milton Shuffield:

I really have never seen in the many years I've been looking at class actions, a notice campaign in a consumer case that was done with this much care and this much real forethought and imagination. It's very difficult to reach 40 million people, and I can't imagine doing a better job than as what was done in this case.

Arthur R. Miller, Bruce Bromley Professor of Law, Harvard Law School, in a letter addressed to Mr. Hilsee dated June 2, 2004:

I read your piece on Mullane with great interest and am delighted to learn the details. Indeed, I will probably incorporate some of it in my teaching next fall. I think your analysis is rock solid.

PUBLICATIONS

Thomas E. Willging & Shannon R. Wheatman, *Attorney Choice of Forum in Class Action Litigation: What Difference Does it Make?* 81 NOTRE DAME LAW REV. 101-161 (forthcoming Jan. 2006).

Gina M. Intrepido, *Notice experts may help resolve CAFA removal issues*, Notification to Officials, 6 CLASS ACTION LITIG. REP. 759-765 (2005).

Todd B. Hilsee, Shannon R. Wheatman & Gina M. Intrepido, *Do You Really Want Me to Know My Rights? The Ethics Behind Due Process in Class Action Notice Is More Than Just Plain Language: A Desire to Actually Inform*, 18 GEO. J. LEGAL ETHICS 1359-1382 (Fall 2005).

Thomas E. Willging & Shannon R. Wheatman, *An Empirical Examination of Attorneys' Choice of Forum in Class Action Litigation*, FEDERAL JUDICIAL CENTER (2005).

Robert T. Reagan, Shannon R. Wheatman, Marie Leary, Natascha Blain, George Cort, & Dean N. Milletich, *Sealed Settlement Agreements in Federal District Courts*. FEDERAL JUDICIAL CENTER (2005).

Todd B. Hilsee, *Notice Provisions in S. 1751 Raise Significant Communications Problems*, 5 CLASS ACTION LITIG. REP. 30 (2004).

Todd B. Hilsee, *Plain Language is Not Enough*, Federal Trade Commission, Protecting Consumer Interests in Class Actions (2004).

Todd B. Hilsee & Terri R. LeClercq, *The Federal Judicial Center's Model Plain Language Class Action Notices: A New Tool for Practitioners and the Judiciary*, 5 CLASS ACTION LITIG. REP. 182-186 (2003).

Todd B. Hilsee, *So you think your notice program is acceptable? Beware: it may be rejected*, in CLASS ACTIONS (American Bar Association, 2003).

Todd B. Hilsee, *Class Action Notice*, in CALIFORNIA CLASS ACTIONS PRACTICE AND PROCEDURE, 8-1 (Elizabeth Cabraser ed., 2003).

Todd B. Hilsee & Terri R. LeClercq, *Creating the Federal Judicial Center's New Illustrative "Model" Plain Language Class Action Notices*, 13 CLASS ACTIONS & DERIVATIVE SUITS 10-13 (Spring 2003).
David Romine & Todd Hilsee, *"It Ain't Over 'Til It's Over" – Class Actions Against Microsoft*, 12 CLASS ACTIONS & DERIVATIVE SUITS 2-8 (Winter 2002).

Todd B. Hilsee, *The "Notice" Issue; How, Why, When and Quantifying Notice Results*, 3rd Annual Class Action/Mass Tort Symposium (2002).

Todd B. Hilsee, *A Communications Analysis of the Third Circuit Ruling in MDL 1014: Guidance on the Adequacy of Notice*, 2 CLASS ACTION LITIG. REP. 712-716 (2001).

Shannon R. Wheatman & David R. Shaffer, *On finding for defendants who plead insanity: The crucial impact of dispositional instructions and opportunity to deliberate*, 25 LAW AND HUMAN BEHAVIOR, 165-181 (2001).

Shannon Wheatman, *The Effects of Plain Language Drafting on Layperson's Comprehension of Class Action Notices* (2001) (unpublished Ph.D. dissertation, University of Georgia, on file with the University of Georgia Library).

David R. Shaffer & Shannon R. Wheatman, *Does personality influence the effectiveness of judicial instructions?* 6 PSYCH. PUB. POL'Y & LAW, 655-676 (2000).

Todd B. Hilsee, *Off of the Back Pages*, Mealey's Judges & Lawyers in Complex Litigation Conference (1999).

Todd B. Hilsee, *Class Action Notice to Diet-Drug Takers: A Scientific Approach*, FEN-PHEN LITIG. STRATEGIST (1999).

Sidney Rosen & Shannon Wheatman, *Reactions to the fate of one's brain-child after its disclosure*. 17 CURRENT PSYCH., 17, 135-151 (1997).

Todd B. Hilsee, *Class Action: The Role of the Media Expert*, ASBESTOS LITIG. REP. 33279-33282 (1995).

PANELS AND SPEAKING

"Do You Really Want Me to Know My Rights? The 'Ethics' Behind Due Process in Class Action Notice Is More Than Just Plain Language: A Desire to Actually Inform", NATIONAL ASSOCIATION OF SHAREHOLDER AND CONSUMER ATTORNEYS (NASCAT), Spring Meeting, 2005 (speaker: Todd B. Hilsee).

"Will the Settlement Survive Notice and Associated Due Process Concerns?" LOUISIANA BAR ASSOCIATION, 5th Annual Class Action / Mass Tort Symposium, 2004 (speaker: Todd B. Hilsee).

"Let's Talk – The Ethical and Practical Issues of Communicating with Members of a Class", AMERICAN BAR ASSOCIATION, 8th Annual National Institute on Class Actions, 2004 (speaker: Todd B. Hilsee).

"Clear Notices, Claims Administration and Market Makers," FEDERAL TRADE COMMISSION, Protecting Consumer interests in Class Action Workshop, 2004 (speaker: Todd B. Hilsee).

"I've Noticed You've Settled – Or Have You," AMERICAN BAR ASSOCIATION, 7th Annual National Institute on Class Actions, 2003 (speaker: Todd B. Hilsee).

"Class Action Notice – How, Why, When And Where the Due Process Rubber Meets The Road," LOUISIANA BAR ASSOCIATION, 3rd Annual Class Action / Mass Tort Symposium, 2002 (speaker: Todd B. Hilsee).

"Plain English Notices called for in Aug., 2001 proposed amendments to Rule 23," ADVISORY COMMITTEE ON CIVIL RULES OF THE JUDICIAL CONFERENCE OF THE UNITED STATES, Hearing on Rule 23, 2002 (witness: Todd B. Hilsee).

"Generation X on Trial," AMERICAN BAR ASSOCIATION, Section of Litigation Annual Meeting, 2001 (speaker: Todd B. Hilsee).

"Tires, Technology and Telecommunications," Class Action and Derivative Suits Committee, AMERICAN BAR ASSOCIATION, Section of Litigation Annual Meeting, 2001 (speaker: Todd B. Hilsee).

"Class Actions," MEALEY'S Judges and Lawyers in Complex Litigation Conference, 1999 (speaker: Todd B. Hilsee).

LEGAL NOTICE CASES

Todd B. Hilsee and Hilsoft Notifications have served as notice experts for planning, implementation and/or analysis in the following partial listing of cases:

<i>In re Domestic Air Transp. Antitrust Litig.</i>	N.D. Ga., MDL No. 861
<i>In re Bolar Pharm. Generic Drugs Consumer Litig.</i>	E.D. Pa., MDL No. 849
<i>In re Steel Drums Antitrust Litig.</i>	S.D. Ohio, C-1-91-208
<i>In re Steel Pails Antitrust Litig.</i>	S.D. Ohio, C-1-91-213
<i>In re GM Truck Fuel Tank Prods. Liability Litig.</i>	E.D. Pa., MDL No. 1112
<i>In re Estate of Ferdinand Marcos (Human Rights Litig.)</i>	D. Hawaii, MDL No. 840
<i>Andrews v. MCI (900 Number Litig.)</i>	S.D. Ga., CV 191-175
<i>Harper v. MCI (900 Number Litig.)</i>	S.D. Ga., CV 192-134
<i>Kellerman v. MCI Telecomms. Corp (Long Distance Telephone Litig.)</i>	Cir. Ct. Ill., 82 CH 11065
<i>In re Bausch & Lomb Contact Lens Litig.</i>	N.D. Ala., 94-C-1144-WW
<i>In re Ford Motor Co. Vehicle Paint Litig.</i>	E.D. La., 95-0485, MDL No. 1063
<i>Castano v. Am. Tobacco</i>	E.D. La., CV 94-1044
<i>Cox v. Shell Oil (Polybutylene Pipe Litig.)</i>	Tenn. Ch., 18,844
<i>Fry v. Hoerchst Celanese (Polybutylene Pipe Litig.)</i>	Cir. Ct. Fla., 95-8414 CA11

<i>Meers v. Shell Oil (Polybutylene Pipe Litig.)</i>	Cal. Super. Ct., M30590
<i>In re Amino Acid Lysine Antitrust Litig.</i>	N.D. Ill., MDL No. 1083
<i>In re Dow Corning Corp. (Breast Implant Bankruptcy)</i>	E.D. Mich., 95-20512-11-AJS
<i>Kunhel v. CNA Ins. Companies</i>	N.J. Super. Ct., ATL-C-0184-94
<i>In re Factor Concentrate Blood Prods. Litig. (Hemophilic HIV)</i>	N.D. Ill., MDL No. 986
<i>In re Ford Ignition Switch Prods. Liability Litig.</i>	D. N.J., 96-CV-3125
<i>Jordan v. A.A. Friedman (Non-Filing Ins. Litig.)</i>	M.D. Ga., 95-52-COL
<i>Kalhammer v. First USA (Credit Card Litig.)</i>	Cir. Ct. Cal., C96-45632010-CAL
<i>Navarro-Rice v. First USA (Credit Card Litig.)</i>	Cir. Ct. Ore., 9709-06901
<i>Spitzfaden v. Dow Corning (Breast Implant Litig.)</i>	La. Civ. Dist. Ct., 92-2589
<i>Robinson v. Marine Midland (Finance Charge Litig.)</i>	N.D. Ill., 95 C 5635
<i>McCurdy v. Norwest Fin. Alabama</i>	Cir. Ct. Ala., CV-95-2601
<i>Johnson v. Norwest Fin. Alabama</i>	Cir. Ct. Ala., CV-93-PT-962-S
<i>In re Residential Doors Antitrust Litig.</i>	E.D. Pa., MDL No. 1039
<i>Barnes v. Am. Tobacco Co. Inc.</i>	E.D. Pa., 96-5903
<i>Small v. Lorillard Tobacco Co. Inc.</i>	N.Y. Super. Ct., 110949/96
<i>Naef v. Masonite Corp (Hardboard Siding Litig.)</i>	Cir. Ct. Ala., CV-94-4033
<i>In re Synthroid Mktg. Litig.</i>	N.D. Ill., MDL No. 1182
<i>Chisolm v. Transouth Fin.</i>	4 th Cir., 97-1970
<i>Raysick v. Quaker State Slick 50 Inc.</i>	Dist. Tex., 96-12610
<i>Castillo v. Mike Tyson (Tyson v. Holyfield Bout)</i>	N.Y. Super. Ct., 114044/97
<i>Avery v. State Farm Auto. Ins. (Non-OEM Auto Parts Litig.)</i>	Cir. Ct. Ill., 97-L-114
<i>Walls v. The Am. Tobacco Co. Inc.</i>	N.D. Okla., 97-CV-218-H
<i>Tempest v. Rainforest Café (Securities Litig.)</i>	D. Minn., 98-CV-608
<i>Stewart v. Avon Prods. (Securities Litig.)</i>	E.D. Pa., 98-CV-4135
<i>Goldenberg v. Marriott PLC Corp (Securities Litig.)</i>	D. Md., PJM 95-3461
<i>Delay v. Hurd Millwork (Building Products Litig.)</i>	Wash. Super. Ct., 97-2-07371-0
<i>Gutterman v. Am. Airlines (Frequent Flyer Litig.)</i>	Cir. Ct. Ill., 95CH982
<i>Hoeffner v. The Estate of Alan Kenneth Vieira (Un-scattered Cremated Remains Litig.)</i>	Cal. Super. Ct., 97-AS 02993
<i>In re Graphite Electrodes Antitrust Litig.</i>	E.D. Pa., 97-CV-4182, MDL No. 1244
<i>In re Silicone Gel Breast Implant Prods. Liability Litig., Altrichter v. INAMED</i>	N.D. Ala., MDL No. 926
<i>St. John v. Am. Home Prods. Corp. (Fen/Phen Litig.)</i>	Wash. Super. Ct., 97-2-06368
<i>Crane v. Hackett Assocs. (Securities Litig.)</i>	E.D. Pa., 98-5504
<i>In re Holocaust Victims Assets Litig. (Swiss Banks Litig.)</i>	E.D.N.Y., CV-96-4849

<i>McCall v. John Hancock (Settlement Death Benefits)</i>	Cir. Ct. N.M., No. CV-2000-2818
<i>Williams v. Weyerhæuser Co. (Hardboard Siding Litig.)</i>	Cal. Super. Ct., CV-995787
<i>Kapustin v. YBM Magnex Int'l Inc. (Securities Litig.)</i>	E.D. Pa., 98-CV-6599
<i>Leff v. YBM Magnex Int'l Inc. (Securities Litig.)</i>	E.D. Pa., 95-CV-89
<i>Crawley v. Chrysler Corp. (Airbag Litig.)</i>	Pa. C.P., CV-4900
<i>In re PRK/LASIK Consumer Litig.</i>	Cal. Super. Ct., CV-772894
<i>Hill v. Galaxy Cablevision</i>	N.D. Miss., 1:98CV51-D-D
<i>Scott v. Am. Tobacco Co. Inc.</i>	La. Civ. Dist. Ct., 96-8461
<i>Jacobs v. Winthrop Fin. Assocs. (Securities Litig.)</i>	D. Mass., 99-CV-11363
<i>Int'l Comm'n on Holocaust Era Ins. Claims – Worldwide Outreach Program</i>	Former Secretary of State Lawrence Eagleburger Commission
<i>Bownes v. First USA Bank (Credit Card Litig.)</i>	Cir. Ct. Ala., CV-99-2479-PR
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Schedule 2

00398

Schedule 2

Detailed Notice for mailings and website

The residential schools settlement process has begun. The healing continues.

This is a court authorized notice. This is not a solicitation from a lawyer.

The Indian residential schools settlement process has started. First, Courts across Canada will hold public hearings to consider whether the settlement is fair, reasonable, and adequate. Former students and their families may object to the settlement and ask to speak at one of the hearings. If all the Courts approve the settlement after those hearings, another notice will be distributed to explain how to get a payment from the settlement or be excluded from it. The settlement provides:

- o At least \$1.9 billion dollars available for "common experience" payments for former students who lived at the schools;
- o A process to allow those who suffered sexual or serious physical abuses, or other abuses that caused serious psychological effects, to get between \$5,000 and \$275,000 each, or more money for those who also show a loss of income;
- o \$125 million to the Aboriginal Healing Foundation for healing programmes, \$60 million for truth and reconciliation to document and preserve the experiences of survivors, and \$20 million for national and community commemorative projects;
- o Up to about \$100 million for the lawyers who represent former students across Canada; and
- o Other things detailed in a full settlement agreement available by calling or going to the website below.

YOUR LEGAL RIGHTS AND OPTIONS:	
GO TO A HEARING	Ask to speak in Court about the settlement.
OBJECT	Tell a Court why you are against the settlement.
DO NOTHING	Await the outcome of the hearings.
FUTURE RIGHTS	If all the Courts approve the settlement, another notice will explain how you may request a payment or ask to be excluded from the settlement.

These rights and options—and the important dates—are explained in this notice.

QUESTIONS? CALL TOLL-FREE 1-866-879-4913 OR VISIT WWW.RESIDENTIALSCHOOLSETTLEMENT.CA

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QUESTIONS? CALL TOLL-FREE 1-866-879-4913 OR VISIT WWW.RESIDENTIALSCHOOLSETTLEMENT.CA

BASIC INFORMATION

1. Why was this notice issued?

Courts authorized this notice because you have a right to know about a proposed settlement of the class action lawsuits and about your options, before the Courts decide whether to approve the settlement. This notice explains the lawsuits, the settlement, and your legal rights. At this time you have the right to object to the settlement and speak at a hearing.

Multiple Courts in Canada, including the Québec Superior Court, the Superior Court of Justice for Ontario, the Manitoba Court of Queen's Bench, the Saskatchewan Court of Queen's Bench, the Alberta Court of Queen's Bench, the Supreme Court of British Columbia, the Supreme Court of the Yukon Territory, The Nunavut Court of Justice, and the Supreme Court of the Northwest Territories, ("Courts") are overseeing all of the various lawsuits and class action lawsuits. The cases together are known as *In re Residential Schools Class Action Litigation*.

The former residential school students and their families are called the "Plaintiffs," and the entities they sued are called the "Defendants." The Defendants include the Government of Canada ("Government") and various church and church-related entities including The General Synod of the Anglican Church of Canada, The Dioceses of the Anglican Church of Canada, The Presbyterian Church in Canada, The United Church of Canada, The Methodist Church of Canada, and various Catholic entities (together called the "Churches").

2. What is the lawsuit about?

Residential schools were boarding schools for Aboriginal children that operated throughout Canada for over a century. Canada and religious organizations operated the schools. Harms and abuses were committed against the children. Various lawsuits were started against the Government, the Churches, and others, based on the operation and management of residential schools in Canada.

3. Why is this a class action?

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

4. Why is there a settlement?

Both sides agreed to a settlement to avoid the delays, costs, and risks of trials. The class representatives and the lawyers representing them think the settlement is best for former students.

WHO IS COVERED BY THE SETTLEMENT?

It has been estimated that approximately 80,000 living Aboriginal people are former students of the residential school system. To see if you are eligible for a payment, you first have to determine whether you are included.

QUESTIONS? CALL TOLL-FREE 1-866-879-4913 OR VISIT WWW.RESIDENTIALSCHOOLSETTLEMENT.CA

5. How do I know if I am part of the settlement?

The settlement includes former students and family members of recognized residential schools in Canada. This includes Aboriginal people from First Nations, Inuit, Inuvialuit, Métis, or former students from any other community. Those who lived at the schools, those who attended during the day, and family members of former students are all affected by the settlement, but may be eligible for different benefits, so read carefully because your legal rights may be affected.

6. Which schools are included?

The list of recognized residential schools and hostels is available at www.residentialschoolsettlement.ca or by calling toll-free 1-866-879-4913. If you attended a residential school that is not on the list, you may request that an institution be added to the list of recognized schools. Submit the name of the school you think should be added and any relevant information about it at the website or by writing to: Residential Schools Settlement, Suite 3-505, 133 Weber St. North, Waterloo, Ontario, N2J 3G9. The Government will research the proposed institution and determine whether it should be added to the list of recognized residential schools. If a school you suggest is not added, you may appeal that decision.

7. What if I have my own lawsuit against the Government and/or Churches?

Except for people with current residential school lawsuits in Québec, you are included even if you have a separate lawsuit. Read this notice carefully and talk to your lawyer as soon as possible to see how it will affect your rights to continue with that lawsuit. See more about Québec lawsuits in Question 35.

8. I'm still not sure if I'm included in the settlement.

If you are not sure whether you are included, you may call 1-866-879-4913 with questions.

THE SETTLEMENT BENEFITS—WHAT YOU GET

9. What does the settlement provide?

The settlement provides:

- **Common Experience Payment ("CEP") Fund** – At least \$1.9 billion, plus interest, will be made available for lump sum payments to former students who lived at one of the residential schools. Payments will be \$10,000 for the first school year (or part of a school year) plus \$3,000 for each school year (or part of a school year) after that. If there is not enough money in the fund to pay all valid claims, the Government will add money to the fund. However, if there is any money remaining in the CEP fund after all valid claims are paid: (1) if the amount is less than \$40,000,000, all of the remaining money will be given to the National Indian Brotherhood Trust Fund and to the Inuvialuit Education Foundation for educational programs for all First Nations, Inuit, Inuvialuit, and Métis people; (2) if the amount is greater than \$40,000,000, former students who submit valid claim forms will get an equal share of "Personal Credits," not cash, up to a maximum of \$3,000. These credits can be used for personal, family, or group education services. Any balance remaining in the CEP fund after paying the Personal Credits will be paid to the National Indian Brotherhood Trust Fund and to the Inuvialuit Education Foundation for educational programs for all First Nations, Inuit, Inuvialuit and Métis people.

QUESTIONS? CALL TOLL-FREE 1-866-879-4913 OR VISIT WWW.RESIDENTIALSCHOOLSETTLEMENT.CA

- **Individual Assessment Process ("IAP")** – A new individual assessment process (replacing the alternative dispute resolution process which will end if the settlement is approved) allows those who suffered sexual or serious physical abuses, or other abuses that caused serious psychological effects, to qualify for between \$5,000 and \$275,000 each. More, up to a maximum of \$430,000 total, may be awarded if you also show a loss of income. There is a point system based on different abuses and resulting harms. The more points the greater the payment. There is a review process if you don't agree with the amount granted to you. An amount for future care and a contribution of 15% of the total award to help with legal costs is also available.
- **Healing Fund** – \$125 million will be given to the Aboriginal Healing Foundation for a five year period to fund healing programmes for former students and their families. This is in addition to the \$390 million that the Government has previously funded to establish the Aboriginal Healing Foundation for the benefit of both living former students and the families of deceased students.
- **Truth and Reconciliation Fund** – \$60 million to research, document, and preserve the experiences of the survivors and their families for future generations.
- **Commemoration Fund** – \$20 million for national and community commemorative projects.

More details are in a document called the Settlement Agreement which is available at www.residentialschoolsettlement.ca or by calling 1-866-879-4913.

10. Who can get a common experience payment (CEP)?

Any former student who was alive on May 30, 2005, and who lived at a residential school before December 31, 1997 is eligible for a lump sum payment from the CEP fund. You don't have to prove you were abused to get a CEP.

11. What about former students who have passed away and their families?

Claims on behalf of former students who died recently will be allowed. Specifically, all former students who were alive on May 30, 2005 are eligible for a CEP. Also, any former student who attended the Mohawk Institute Residential Boarding School in Brantford, Ontario between 1922 and 1969 and was alive on October 5, 1996, is also eligible for a CEP. Family members of any residential school student, whenever they died, will be able to take advantage of the healing programmes funded by the settlement.

12. Can I get a payment if I previously brought an abuse claim?

Yes, even if you already won, lost, or settled an abuse claim, either in court, by negotiation, or under the Government's alternative dispute resolution ("ADR") process you are still eligible for a CEP, and it's possible that you may qualify for additional money under the new IAP.

13. What about my abuse claim in the current ADR process?

Until the Courts approve the settlement, the current ADR process will continue to receive applications, hear claims, and award payments to former students for sexual, physical, or other abuse covered under that programme. If the settlement is approved by all the Courts, applications to the current ADR process will end. Many claimants who applied to the ADR process before the ADR process ends will have a choice to continue in the ADR process or move to the IAP once the settlement becomes final. More detailed information on the IAP is in Schedule D of the Settlement Agreement which is available at www.residentialschoolsettlement.ca or by calling toll-free 1-866-879-4913.

QUESTIONS? CALL TOLL-FREE 1-866-879-4913 OR VISIT WWW.RESIDENTIALSCHOOLSETTLEMENT.CA

14. Who is eligible for the individual assessment process (IAP)?

If you suffered sexual or serious physical abuse, or other abuses that caused serious psychological effects, you may be eligible if: a) you are a former student who attended and lived at a residential school, or b) you were invited to take part in an authorized school activity (while under the age of 21) even if you did not live at a school.

15. Can I get a CEP if I also have an IAP claim?

Yes.

16. Will my social assistance benefits be affected if I take the CEP?

The Government is working with provincial and territorial governments, and all federal departments to try to ensure that any payment you receive will not affect the amount, nature, or duration of any social benefits or social assistance benefits received by former students.

17. Will the CEP be taxable?

No. The Government has determined that CEP payments will not be taxable.

18. Will mental health and emotional support services continue?

Yes, the Government will continue to provide existing mental health and emotional support services and agrees to make those services available to CEP recipients and those former students resolving abuse claims through the IAP, as well as those participating in truth and reconciliation, or commemorative projects.

19. What am I giving up in exchange for the settlement benefits?

If the settlement becomes final, former students and family members will be releasing the Defendants and all related people and entities from all legal claims pertaining to their attendance at residential schools. All the "released" claims are described and identified in Article 11 of the Settlement Agreement available at www.residentialschoolsettlement.ca or by calling 1-866-879-4913. The Settlement Agreement describes the released claims with specific descriptions, in necessarily accurate legal terminology, so read it carefully, and talk to a lawyer if you have questions about the released claims or what they mean. The lawyers involved in the settlement are listed at www.residentialschoolsettlement.ca.

HOW TO GET A PAYMENT**20. How can I get a payment?**

The claims process has not yet started. If, and after, the Courts approve the settlement you will be able to apply for payments. A follow-up notice will explain how you can do this.

QUESTIONS? CALL TOLL-FREE 1-866-879-4913 OR VISIT WWW.RESIDENTIALSCHOOLSETTLEMENT.CA

21. When will I get a payment?

If the Courts approve the settlement (see "The Court Hearings to Approve the Settlement" below), there will be a period of several months to allow people to exclude themselves from the settlement. Then people may apply for payments, and payments will be made if the Courts approve the settlement and after any appeals are resolved. Please be patient.

22. What about advance payments for the elderly?

Any eligible former residential school student, 65 years of age and older as of May 30, 2005 may apply until December 31, 2006 for an advance payment of \$8,000. The advance payment application form is available by calling 1-800-816-7293, or by visiting www.irsr-rqpi.gc.ca.

THE LAWYERS**23. Do I have a lawyer in the case?**

If you don't already have your own lawyer, the website lists the law firms that signed onto the settlement, and they represent former students and family members. If you want to, you can contact one of the lawyers on the list for advice, or you may hire a different lawyer.

24. Will I have to pay a lawyer to get a CEP?

You don't have to hire and pay a lawyer to submit a claim to get a common experience payment. However, if you do hire a lawyer, or if you have already hired a lawyer, you should ask him or her if they will assist you in getting a CEP without charging for that work.

25. How will the lawyers be paid?

The Government will pay all of the lawyers listed at the website a total of up to approximately \$100 million in fees, plus costs and taxes, for their work to represent former students, including their work on the lawsuits and negotiations for the settlement. The fees, costs, and taxes that the Courts award will not reduce the money available for former students.

26. Will I have to pay a lawyer to get an IAP payment?

You may hire a lawyer to represent you with a serious abuse claim. The IAP is necessarily complex and it is advisable to have a lawyer working on your behalf to help you get the payment you may be eligible for. The lawyers, which may include the same lawyers listed at the website, will charge you additional fees for any IAP payments they get for you. If you are represented by a lawyer, the IAP payments will be adjusted by the Government to provide an extra 15% towards any fee a lawyer may charge you, but you must pay anything beyond that.

OBJECTING TO THE SETTLEMENT

You can tell the Courts if you don't agree with the settlement or some part of it.

QUESTIONS? CALL TOLL-FREE 1-866-879-4913 OR VISIT WWW.RESIDENTIALSCHOOLSETTLEMENT.CA

27. How do I tell the Court if I am against the settlement?

You can object to the settlement if you don't like some part of it. If you have an objection, you must by **Month 00, 2006**, write to Residential Schools Settlement, Suite 3-505, 133 Weber St. North, Waterloo, Ontario N2J 3G9, call toll free 1-866-879-4913, or send an email to objections@residentialschoolsettlement.ca. Be sure to explain why you are against the settlement, and include your name, the school(s) you attended, your address, and telephone number. Tell us if you have a lawyer, who it is, and if you plan to come and speak at the hearing affecting you.

28. Do I need a lawyer to object?

You can object without paying a lawyer. If you want to be represented by your own lawyer, you may hire one at your own expense.

29. If I object can I still get a payment later?

Yes. If you object, but the settlement is approved, you will still be able to apply for a payment, as long as you don't exclude yourself (see "Excluding Yourself from the Settlement" below).

THE COURT HEARINGS TO APPROVE THE SETTLEMENT

The Courts will hold hearings to decide whether to approve the settlement. You may attend and you may ask to speak, but you don't have to.

30. How will the Courts decide whether to approve the settlement?

Nine different Courts will hold hearings based on the schedule below, to consider whether to approve the settlement. At the hearings, the Courts will consider whether the settlement is fair, reasonable, and adequate. If there are objections the Courts will consider them at the hearings. All of the Courts must decide to approve the settlement, before the settlement becomes final. We do not know how long these decisions will take.

HEARING	LOCATION	HEARING DATE	TIME
Ontario	Ontario Superior Court of Justice Court House 361 University Avenue Toronto, ON M5G 1T3	Month 00-00, 2006	00 a.m.
Saskatchewan	Court of Queen's Bench Court House 2425 Victoria Avenue Regina, SK S4P 3V7	Month 00-00, 2006	00 a.m.
Northwest Territories	Court House 4903 - 49th Street Yellowknife, Northwest Territories X1A 2N4	Month 00-00, 2006	00 a.m.
Alberta	Court of Queen's Bench Court House 611 - 4 St. S.W. Calgary, AB T2P 1T5	Month 00-00, 2006	00 a.m.

QUESTIONS? CALL TOLL-FREE 1-866-879-4913 OR VISIT WWW.RESIDENTIALSCHOOLSETTLEMENT.CA

Yukon	Supreme Court of the Yukon Territory 2134 Second Avenue Fourth Floor Judges' Chambers Whitehorse, Yukon Y1A 5H6	Month 00-00, 2006	00 a.m.
Nunavut	Nunavut Court of Justice Amakallak Building (Building #224) Iqaluit, Nunavut X0A 0H0	Month 00-00, 2006	00 a.m.
Manitoba	Court of Queen's Bench Law Courts Building 408 York Avenue Winnipeg, MB R3C 0P9	Month 00-00, 2006	00 a.m.
British Columbia	The Supreme Court of British Columbia The Law Courts 800 Smithe Street Vancouver, B.C. V6Z 2E1	Month 00-00, 2006	00 a.m.
Québec	Superior Court of Québec Palais de justice 1 Notre-Dame Street East Montreal, QC H2Y 1B6	Month 00-00, 2006	00 a.m.

31. Which hearing affects me?

The Court hearing affecting you is based on where you now live, not where you went to school, with one exception: If you attended the Mohawk Institute Residential Boarding School in Brantford, Ontario, the Ontario hearing affects you no matter where you now live. Also, to reduce the number of hearings, the Court in Ontario will oversee the claims from people living in some other places as well:

WHERE YOU LIVE	COURT HEARING AFFECTING YOU
Labrador	Ontario
New Brunswick	Ontario
Newfoundland	Ontario
Nova Scotia	Ontario
Ontario	Ontario
Outside Canada	Ontario
Prince Edward Island	Ontario
Québec	Québec
Northwest Territories	Northwest Territories
Nunavut	Nunavut
Yukon	Yukon
Alberta	Alberta
Manitoba	Manitoba
Saskatchewan	Saskatchewan
British Columbia	British Columbia

QUESTIONS? CALL TOLL-FREE 1-866-879-4913 OR VISIT WWW.RESIDENTIALSCHOOLSETTLEMENT.CA

32. Do I have to come to a hearing?

No. The lawyers will answer any questions the judges may have. But, you are welcome to come at your own expense. If you send an objection, you don't have to come to a Court hearing to talk about it. As long as you submit an objection by **Month 00, 2006**, it will be considered at the hearing affecting you.

33. Which hearing may I attend?

You may attend any of the hearings. However, if you want to speak you must attend the hearing held at the Court that is in charge of your claims, described in question 31 above.

34. May I speak at a hearing?

You are welcome to go to the hearing affecting you and ask the Court for permission to speak. You may also pay a lawyer to attend and speak for you, but it's not required.

EXCLUDING YOURSELF FROM THE SETTLEMENT**35. How do I get out of the settlement?**

Even if the settlement is approved, after the hearings and after considering any objections, you will have an opportunity to exclude yourself and keep any rights you may have to sue over these claims. If the settlement is approved, a follow-up notice will explain how you can do this. If you don't exclude yourself at that point, you will be giving up all legal claims against the Defendants and related people and entities, pertaining to attendance at residential schools (see Question 19 above).

Please note that in Québec the law is different: if you have a current lawsuit for residential school abuse in the Province of Québec, it will have to be discontinued in order to get any payment or benefit from this settlement. Talk to your lawyer as soon as possible. Other people without individual lawsuits pending in Québec will have the same exclusion rights as others in Canada.

GETTING MORE INFORMATION**36. How do I get more information?**

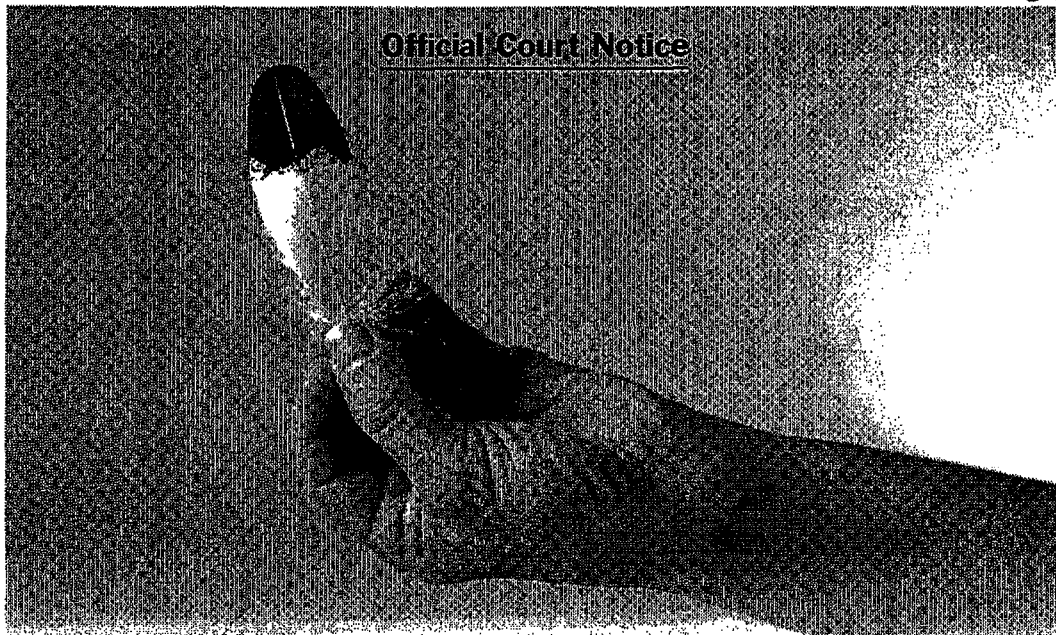
This notice summarizes the proposed settlement. More details are in the Settlement Agreement. You can get a copy of the Settlement Agreement at www.residentialschoolsettlement.ca or by calling 1-866-879-4913. You may also write with questions to Residential Schools Settlement, Suite 3-505, 133 Weber St. North, Waterloo, Ontario, N2J 3G9.

QUESTIONS? CALL TOLL-FREE 1-866-879-4913 OR VISIT WWW.RESIDENTIALSCHOOLSETTLEMENT.CA

00409

Schedule 2

**Summary Notice for mailings and mainstream
newspapers**



The residential schools settlement process has begun. The healing continues.

The Indian residential schools settlement process has started. First, through these initial notices, former students and their families will learn how to give their views on the fairness of the settlement. Then, Courts across Canada will hold public hearings. If all the Courts approve the settlement after those hearings, another notice will be distributed to explain how to get a payment from the settlement or be excluded from it.

Considering the 80,000 living Aboriginal people who are former students of the residential school system, the settlement provides:

1) At least \$1.9 billion available for "common experience" payments to former students who lived at one of the schools. Payments will be \$10,000 for the first school year (or part of a school year) plus \$3,000 for each school year (or part of a school year) after that.

2) A process to allow those who suffered sexual or serious physical abuses, or other abuses that caused serious psychological effects, to get between \$5,000 and \$275,000 each. You could get more money if you also show a loss of income.

3) Money for programmes for former students and their families for healing, truth, reconciliation, and commemoration of the residential schools and the abuses suffered: \$125 million for healing, \$60 million to research, document, and preserve the experiences of the survivors, and \$20 million for national and community commemorative projects.

You don't have to show you were abused to get a common experience payment, and you can get one even if you had an abuse lawsuit, and even if you settled it.

You can object to the settlement if you don't like some part of it. If you have an objection, you must by **Month 00, 2006**, send an email to objections@residentialschoolsettlement.ca, write to Residential Schools Settlement, Suite 3-505, 133 Weber St. North, Waterloo, Ontario N2J 3G9, or call toll free 1-866-879-4913. Be sure to explain why you are against the

settlement, and include your name, the school(s) you attended, your address, and telephone number.

If you object, it will be considered at a settlement approval hearing. You may ask to speak at the hearing in the Court overseeing your claim. The hearing that affects you is generally based on where you now live (see the centre box).

As part of the settlement, the government will pay lawyers representing former students up to approximately \$100 million in fees, plus costs and taxes. You don't have to hire a lawyer to object, and you don't have to hire and pay a lawyer to get a common experience payment once the claims process begins. Of course,

you may hire your own lawyer and pay that lawyer to object, speak for you at a hearing, or represent you with an abuse claim.

Call 1-866-879-4913 with questions about the settlement, or go to www.residentialschoolsettlement.ca to read a more detailed notice or the settlement agreement.

The Court Hearings

Court	Date
Ontario	Month 00-00
Northwest Terr.	Month 00-00
Alberta	Month 00-00
Yukon	Month 00-00
Nunavut	Month 00-00
Manitoba	Month 00-00
British Columbia	Month 00-00
Saskatchewan	Month 00-00
Québec	Month 00-00

If you attended the Mohawk Institute in Brantford, go to the Ontario hearing. Otherwise, go to the hearing in your Province/Territory. If you live in Labrador, New Brunswick, Newfoundland, Nova Scotia, Prince Edward Island, or outside Canada, go to the Ontario hearing. The exact times and locations are in a detailed notice. To get one, contact:

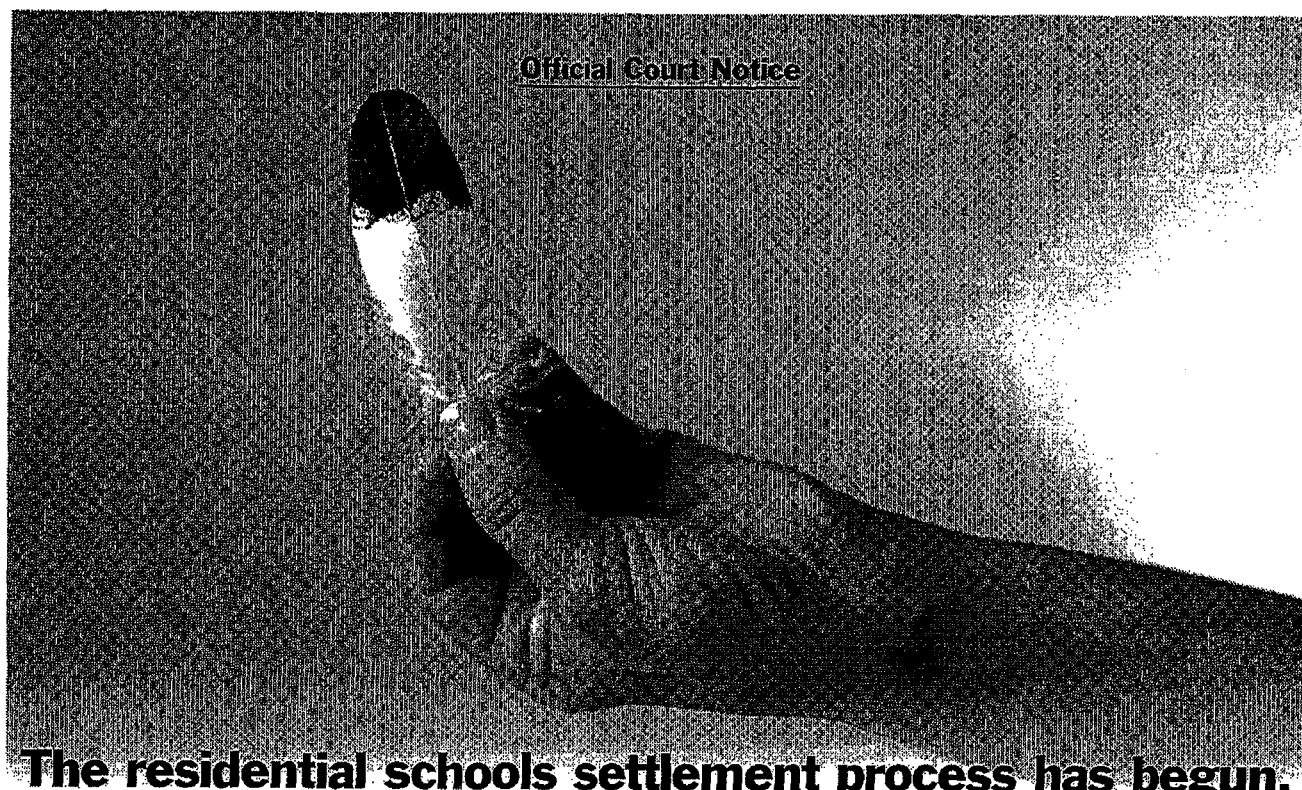
1-866-879-4913

www.residentialschoolsettlement.ca

00411

Schedule 2

Summary Notice for Aboriginal publications



Official Court Notice

The residential schools settlement process has begun. The healing continues.

The Indian residential schools settlement process has started. First, through these initial notices, former students and their families will learn how to give their views on the fairness of the settlement. Then, Courts across Canada will hold public hearings. If all the Courts approve the settlement after those hearings, another notice will be distributed to explain how to get a payment from the settlement or be excluded from it.

Considering the 80,000 living Aboriginal people who are former students of the residential school system, the settlement provides:

- 1) At least \$1.9 billion available for "common experience" payments to former students who lived at one of the schools. Payments will be \$10,000 for the first school year (or part of a school year) plus \$3,000 for each school year (or part of a school year) after that.
- 2) A process to allow those who suffered sexual or serious physical abuses, or other abuses that caused serious psychological effects, to get between \$5,000 and \$275,000 each. You could get more money if you also show a loss of income.
- 3) Money for programmes for former students and their families for healing, truth, reconciliation, and commemoration of the residential schools and the abuses suffered: \$125 million for healing, \$60 million to research, document, and preserve the experiences of the survivors, and \$20 million for national and community commemorative projects.

You don't have to show you were abused to get a common experience payment, and you can get one even if you had an abuse lawsuit, and even if you settled it.

The Court Hearings

Court	Date
Ontario	Month 00-00
Northwest Terr.	Month 00-00
Alberta	Month 00-00
Yukon	Month 00-00
Nunavut	Month 00-00
Manitoba	Month 00-00
British Columbia	Month 00-00
Saskatchewan	Month 00-00
Québec	Month 00-00

If you attended the Mohawk Institute in Brantford, go to the Ontario hearing. Otherwise, go to the hearing in your Province/Territory. If you live in Labrador, New Brunswick, Newfoundland, Nova Scotia, Prince Edward Island, or outside Canada, go to the Ontario hearing. The exact times and locations are in a detailed notice. To get one, contact:

1-866-879-4913

www.residentialschoolsettlement.ca

You can object to the settlement if you don't like some part of it. If you have an objection, you must by Month 00, 2006, send an email to objections@residentialschoolsettlement.ca, write to Residential Schools Settlement, Suite 3-505, 133 Weber St. North, Waterloo, Ontario N2J 3G9, or call toll free 1-866-879-4913. Be sure to explain why you are against the settlement, and include your name, the school(s) you attended, your address, and telephone number.

If you object, it will be considered at a settlement approval hearing. You may ask to speak at the hearing in the Court overseeing your claim. The hearing that affects you is generally based on where you now live (see the centre box).

As part of the settlement, the government will pay lawyers representing former students up to approximately \$100 million in fees, plus costs and taxes. You don't have to hire a lawyer to object, and you don't have to hire and pay a lawyer to get a common experience payment once the claims process begins. Of course, you may hire your own lawyer and pay that lawyer to object, speak for you at a hearing, or represent you with an abuse claim.

Call 1-866-879-4913 with questions about the settlement, or go to www.residentialschoolsettlement.ca to read a more detailed notice or the settlement agreement.

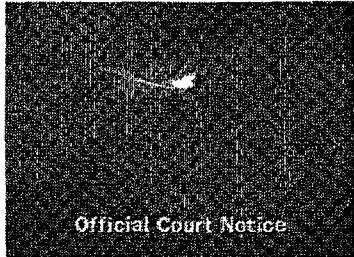
00413

Schedule 2

Notice for Aboriginal TV

Residential Schools TV Notice Phase I: "Healing" :30 sec.

Hilsoft Notifications

VideoAudio

The Indian residential schools settlement process has begun. First, former students and their families may give their views on the settlement, and court hearings will be held across Canada. Then, if the settlement is approved, payments may be requested. To learn more, call 1-866-879-4913. 1-866-879-4913. The residential schools settlement. The healing continues.

00415

Schedule 2

Notice for Aboriginal Radio

Hilsoft Notifications
Residential Schools

Radio – Phase I – “Healing” – Short script

The Indian residential schools settlement process has begun. First, former students and their families may give their views on the settlement and court hearings will be held across Canada. Then, if the settlement is approved, payments may be requested. To learn more, call 1-866-879-4913. 1-866-879-4913. The residential schools settlement. The healing continues.

Radio – Phase I – “Healing” – Medium script

The Indian residential schools settlement process has begun. First, former students and their families may give their views on the settlement and then court hearings will be held across Canada. If the settlement is approved after the court hearings, additional notices will explain how to get a payment from the settlement or be excluded from it. To learn more, or to get a detailed notice package in the mail, call 1-866-879-4913. 1-866-879-4913. The residential schools settlement. The healing continues.

Radio – Phase I – “Healing” – Long script

The Indian residential schools settlement process has begun. First, former students and their families may give their views on the settlement and then court hearings will be held across Canada. The settlement will provide at least 1 point 9 billion dollars for former students who lived at the schools and additional money for those who suffered sexual or serious physical abuses, or other abuses that caused serious psychological effects. There will also be funding for healing programmes for former students and their families, and efforts to document and preserve their experiences. If the settlement is approved after the court hearings, additional notices will explain how to get a payment from the settlement or be excluded from it. To learn more, or to get a detailed notice, call 1-866-879-4913. 1-866-879-4913. The residential schools settlement. The healing continues.

00417

Schedule 2

Cover Letter individual mailings

00418

Official Court Notice

<Date>

<First Name> <Last Name>
<Address 1>
<Address 2>
<City>, <Province or Territory>
<ANA-NAN>

The Indian residential schools settlement process has begun.

First, through the enclosed initial notices, former students and their families will learn how to give their views on the fairness of the settlement. Then, Courts across Canada will hold public hearings. If all the Courts approve the settlement and it becomes final after those hearings, another notice will be distributed to explain how you may get a payment or exclude yourself from the settlement.

Read the enclosed notices about your legal rights carefully. To learn more, call toll free 1-866-879-4913, or visit www.residentialschoolsettlement.ca.

Thank you.

Sincerely,

Notice Administrator
Residential Schools Settlement
Suite 3-505
133 Weber St. North
Waterloo, Ontario N2J 3G9

00419

Schedule 2

Outside Envelope for mailings

Notice Administrator for Canadian Courts
Residential Schools Settlement
Suite 3-505
133 Weber St. North
Waterloo, Ontario, N2J 3G9

Indian Residential Schools Settlement Notice

<Fname><MI><Lname>
<Address1>
<Address2>
<City>, <ST> <Zip>

00421

Schedule 2

**Cover Letter for individual mailings to those
with pending lawsuits in Quebec**

Official Court Notice

<Date>

<First Name> <Last Name>
<Address1>
<Address 2>
<City>, <Province or Territory>
<ANA-NAN>

The Indian residential schools settlement process has begun.

First, through the enclosed initial notices, former students and their families will learn how to give their views on the fairness of the settlement. Then, Courts across Canada will hold public hearings. If all the Courts approve the settlement after those hearings, another notice will be distributed explaining how to get a payment from the settlement.

Please note that if you have a current lawsuit for residential school abuse in the Province of Québec, it will have to be discontinued in order to get any payment or benefit from this settlement. Talk to your lawyer as soon as possible.

Read the enclosed notices about your legal rights carefully. To learn more, call toll free 1-866-879-4913, or visit www.residentialschoolsettlement.ca Thank you.

Sincerely,

Notice Administrator
Residential Schools Settlement
Suite 3-505
133 Weber St. North
Waterloo, Ontario N2J 3G9

00423

Schedule 2

Cover Letter to Organizations

Official Court Notice

<Organization>
<Address1>
<Address 2>
<City>, <Province or Territory>
<ANA-NAN>

The Indian residential schools settlement process has begun.

First, through initial notices, former students and their families will learn how to give their views on the fairness of the settlement. Then, Courts across Canada will hold public hearings. If all the Courts approve the settlement after those hearings, another notice will be distributed to explain how to get a payment from the settlement or be excluded from it.

Enclosed you will find a short one page notice and a more detailed notice, for members of the community who are included in the settlement.

We are asking for your help to distribute or make available these important notices, as you are able, because the notices affect the legal rights of former students of residential schools and their families. Also, please post a notice in a prominent place where the community will be able to view it, and feel free to print the short notice in any newsletter you may publish, or post a link to the Court website for the settlement, www.residentialschoolsettlement.ca, at any website you host.

Learn more by calling toll free 1-866-879-4913 (which is also linked to crisis line services) or by visiting the Court website at www.residentialschoolsettlement.ca

Thank you.

Sincerely,

Notice Administrator
Residential Schools Settlement
Suite 3-505
133 Weber St. North
Waterloo, Ontario N2J 3G9

00425

Schedule 2

Cover Letter to Lawyers with pending lawsuits in Qubecec

Official Court Notice

<Date>

<First Name> <Last Name>
<Address1>
<Address 2>
<City>, <Province or Territory>
<ANA-NAN>

The Indian residential schools settlement process has begun.

First, through the enclosed initial notices, former students and their families will learn how to give their views on the fairness of the settlement. Then, Courts across Canada will hold public hearings. If all the Courts approve the settlement after those hearings, another notice will be distributed explaining how to ask for a payment from the settlement.

Please note that current lawsuits in the Province of Québec for residential school abuse will have to be discontinued in order for a person to get any payment or benefit from this settlement.

Read the enclosed notices carefully and provide a copy of the notice to anyone you represent who may be a class member. To learn more, call toll free 1-866-879-4913, or visit www.residentialschoolsettlement.ca Thank you.

Sincerely,

Notice Administrator
Residential Schools Settlement
Suite 3-505
133 Weber St. North
Waterloo, Ontario N2J 3G9

00427

Schedule 2

Cover Letter for individual mailings to Lawyers

Official Court Notice

<Date>

<First Name> <Last Name>
<Law Firm>
<Address1>
<Address 2>
<City>, <Province or Territory>
<ANA-NAN>

The Indian residential schools settlement process has begun.

First, through the enclosed initial notices, former students and their families will learn how to give their views on the fairness of the settlement. Then, Courts across Canada will hold public hearings. If all the Courts approve the settlement and it becomes final after those hearings, another notice will be distributed to explain how to request a payment from the settlement or be excluded from it.

Read the enclosed notices carefully and provide a copy of the notice to anyone you represent who may be a class member. To learn more, call toll free 1-866-879-4913, or visit www.residentialschoolsettlement.ca.

Thank you.

Sincerely,

Notice Administrator
Residential Schools Settlement
Suite 3-505
133 Weber St. North
Waterloo, Ontario N2J 3G9

00429

Schedule 2

Fax Notice to First Nation Band Offices

Official Court Notice**FAX****Attn: Chief/Mayor and Councillors****The Indian residential schools settlement process has begun.**

First, through initial notices (attached), former students and their families will learn how to give their views on the fairness of the settlement. Then, Courts across Canada will hold public hearings. If all the Courts approve the settlement after those hearings, another notice will be distributed to explain how to get a payment from the settlement or be excluded from it.

We are asking for your help to distribute these important notices, as you are able, because they affect the legal rights of former students of Indian residential schools and their families. Also, please post the notice in a prominent place where the community will be able to view it and feel free to print it in any newsletter you may publish.

Learn more by calling toll free 1- 866-879-4913 (which is also linked to crisis line services), or by visiting www.residentialschoolsettlement.ca. Your office will receive a package by mail with a more detailed notice document, which people may also refer to.

Thank you.

Sincerely,

Notice Administrator
Indian Residential Schools Settlement
Suite 3-505
133 Weber St. North
Waterloo, Ontario N2J 3G9

00431

Schedule 2

Informational Release to media outlets

For Immediate Release

Courts to notify former students of Canada's Indian residential schools about the settlement process; Hearings to start in August.

TORONTO, ON, June 00, 2006—A national notification programme began today, on behalf of Courts across Canada, to alert former students of the Indian residential school system and their families, about their legal rights in the settlement of the class action lawsuits over the schools.

The settlement notification process will occur in phases. First, through initial notices which will be published, mailed, and broadcast throughout Canada, former students and their families will learn how to give their views about the fairness of the settlement. Then, Courts across Canada will hold public hearings. If all of the Courts approve the settlement after those hearings, another notice will be distributed to explain how to get a payment from the settlement or be excluded from it.

Considering the 80,000 living Aboriginal people who are former students of the residential school system, the settlement provides:

1) At least \$1.9 billion available for "common experience" payments to former students who lived at one of the schools. Payments will be \$10,000 for the first school year (or part of a school year) plus \$3,000 for each school year (or part of a school year) after that.

2) A process to allow those who suffered sexual or serious physical abuses, or other abuses that caused serious psychological effects, to get between \$5,000 and \$275,000 each. Students could get more money if they also show a loss of income.

3) Money for programmes for former students and their families for healing, truth, reconciliation, and commemoration of the residential schools and the abuses suffered: \$125 million to the Aboriginal Healing Foundation, \$60 million to research, document, and preserve the experiences of the survivors, and \$20 million for national and community commemorative projects.

The government will pay lawyers representing former students up to approximately \$100 million in fees, plus costs and taxes.

A toll free telephone call center at 1-866-879-4913 has been set up to handle inquiries, with a link to crisis line services. Also, a website displays the detailed notice, settlement agreement, list of recognized schools and hostels, and other information at www.residentialschoolsettlement.ca.

Former students and family members have the right to object to the settlement if they don't like some part of it. Those with objections must, by Month 00, 2006, write to Residential Schools Settlement, Suite 3-505, 133 Weber St. North, Waterloo, Ontario N2J 3G9, send an email info@residentialschoolsettlement.ca, or call 1-866-879-4913, to explain why they are against the settlement.

Objections will be considered at one of several settlement approval hearings. Former students and family members may ask to speak at the hearing held in the Court overseeing their claim. The hearings generally affect people based on where they now live. The dates, starting times, and locations of the hearings, are as follows:

HEARING	LOCATION	HEARING DATE	TIME
Ontario	Ontario Superior Court of Justice Court House 361 University Avenue Toronto, ON M5G 1T3	Month 00-00, 2006	00 a.m.
Northwest Territories	Court House 4903 - 49th Street Yellowknife, Northwest Territories X1A 2N4	Month 00-00, 2006	00 a.m.
Alberta	Court of Queen's Bench Court House 611 - 4 St. S.W. Calgary, AB T2P 1T5	Month 00-00, 2006	00 a.m.
Yukon	Supreme Court of the Yukon Territory 2134 Second Avenue Fourth Floor Judges' Chambers Whitehorse, Yukon Y1A 5H6	Month 00-00, 2006	00 a.m.
Nunavut	Nunavut Court of Justice Anakallak Building (Building #224) Iqaluit, Nunavut X0A 0H0	Month 00-00, 2006	00 a.m.
Manitoba	Court of Queen's Bench Law Courts Building 408 York Avenue Winnipeg, MB R3C 0P9	Month 00-00, 2006	00 a.m.
British Columbia	The Supreme Court of British Columbia The Law Courts 800 Smithe Street Vancouver, B.C. V6Z 2E1	Month 00-00, 2006	00 a.m.
Saskatchewan	Court of Queen's Bench Court House 2425 Victoria Avenue Regina, SK S4P 3V7	Month 00-00, 2006	00 a.m.
Québec	Superior Court of Québec Palais de justice 1 Notre-Dame Street East Montreal, QC H2Y 1B6	Month 00-00, 2006	00 a.m.

With the exception of those who attended the Mohawk Institute in Brantford, Ontario, former students and their families should attend the hearing in the Province/Territory in which they now reside. Those living in Labrador, New Brunswick, Newfoundland, Nova Scotia, Prince Edward Island, or outside Canada, are affected by, and may attend, the Ontario hearing. Former Mohawk Institute students are affected by the Ontario hearing regardless of where they now live.

###

/URL: <http://www.residentialschoolsettlement.ca>

/SOURCES: The Alberta Court of Queen's Bench; the Supreme Court of British Columbia; the Manitoba Court of Queen's Bench; the Supreme Court of the Northwest Territories; the Ontario Superior Court of Justice; the Québec Superior Court; the Supreme Court of the Yukon Territory; The Nunavut Court of Justice; and the Court of Queen's Bench for Saskatchewan.

Website

Residential Schools Settlement Class Action Notice

The residential schools settlement process has begun. The healing continues.

This is the official Court website for the settlement of the *In re Residential Schools Class Action Litigation*. Courts across Canada will hold public hearings to consider whether the settlement is fair, reasonable, and adequate. Former students and their families may ask to speak at one of the hearings. If they oppose the settlement they may object by **Month 00, 2006**. Click the links below to read the Court-ordered notices, the Settlement Agreement, the location, dates and times of the hearings, or to contact the administrator.

- [Main](#)
- [Summary Notice](#)
- [Detailed Notice](#)
- [Settlement Agreement](#)
- [Hearings](#)
- [List of Residential Schools](#)
- [Individual Assessment Process](#)
- [The Lawyers](#)
- [Contact the Administrator](#)

If you have questions call 1-866-879-4913.

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Schedule 3



*Indian Residential Schools Class Actions
Settlement Notice Plan*

Schedule 3

Press Outlets Receiving Informational Release: The party-neutral, Court-approved informational release will be issued to over 390 news outlets throughout the Canada. Following is a partial list of the press outlets:

NEWS OUTLET WIRES:
<i>Aboriginal Times</i>
<i>Alberta Native News</i>
<i>Alberta Sweetgrass</i>
<i>Anishinabek News</i>
<i>Deh Cho Drum</i>
<i>Eastern Door</i>
<i>First Nation Voices</i>
<i>First Nations Drum</i>
<i>First Perspective</i>
<i>Ha-Shilth-Sa</i>
<i>Inuvik Drum</i>
<i>Kahtou News</i>
<i>Kivalliq News</i>
<i>Klondike Sun</i>
<i>L'Aquilon</i>
<i>L'Aurore Boreale</i>
<i>Mi'kmaq-Maliseet Nations News</i>
<i>Native Journal</i>
<i>Natotawin</i>
<i>Nunatsiq News</i>
<i>Nunavut News/North</i>
<i>NWT News/North</i>
<i>Opportunity North</i>
<i>Saskatchewan Sage</i>
<i>Secwepemc News</i>
<i>Tansi News</i>
<i>Tekawennake</i>
<i>The Drum</i>
<i>The Hay River Hub</i>
<i>The Nation</i>
<i>The Slave River Journal</i>
<i>Turtle Island News</i>
<i>Tusaayaksat</i>
<i>Wawatay News</i>
<i>Western Native News</i>
<i>Whispering Pines</i>
<i>Whitehorse Star</i>
<i>Windspeaker</i>
<i>Windspeaker Business Quarterly</i>

Press Outlets Receiving Informational Release

Schedule 3

Yukon News
ADP
Agence France Presse (Ottawa) (Montréal)
Alma CFGT-AM
Amqui CFVM-AM
Annapolis Valley Radio Network
Antigonish CJFX-AM
Atlantic Television System
Baie-Comeau CHLC-FM
Barrie CKVR-TV
Bathurst CKBC-AM
Bloomberg Financial Markets
Brampton Guardian
Brantford CKPC-AM/FM
Brantford Expositor
Bridge Information System
Broadcast News
Burnaby CFML-FM
Calgary bureau, Globe & Mail
Calgary bureau, National Post
Calgary CBR-AM/FM
Calgary CBRT-TV
Calgary CFCN-TV
Calgary CFFR-AM
Calgary CHQR-AM/CKIK-FM
Calgary CICT-TV
Calgary CKAL-TV
Calgary CKRY-FM
Calgary Herald
Calgary Sun
Canadian Press
Caraquet L'Acadie Nouvelle
Carleton CHAU-TV
Carleton CIEU-FM
CBC AVID/Infosystem (Radio & TV)
CBC National News (Radio & TV)
Charlottetown CBCT-FM/TV
Charlottetown Guardian
Chatham CKSY-FM
Chatham Daily News
Chicoutimi CBJ-AM/FM
Chicoutimi CFIX-FM
Chicoutimi CJAB-FM
Chicoutimi CJPM-TV
Chicoutimi, Le Quotidien
Compuserve
Corner Brook CBY-AM
Corner Brook CBYT-TV
Corner Brook Western Star

Press Outlets Receiving Informational Release

Schedule 3

Cornwall CJSS-AM/CFLG-FM
Cranbrook CKEK-AM/CKKR-FM
CTV Television Network
Dartmouth CIHF-TV
Decision-Plus
Desktop Data's NewsEDGE
Dolbeau CHVD-AM
Dow Jones News/Retrieval
Drummondville CJDM-FM
Edmonton CBX-AM/FM
Edmonton CBXFT-TV
Edmonton CBXT-TV/CBXFT-TV
Edmonton CFCW-AM/CKRA-FM
Edmonton CFMG-FM
Edmonton CFRN-AM/CFBR-FM
Edmonton CFRN-TV
Edmonton CHED-AM/CKNG-FM
Edmonton CITV-TV
Edmonton CKUA-AM/FM
Edmonton Journal
Edmonton Sun
Fermont CFMF-FM
Fort McMurray Today
Fredericton CBZ-AM/FM
Fredericton CIHI-AM/CKHJ-FM/CIBX-FM
Gander CBG-AM
Gaspé CJRG-FM
Gatineau CJRC-AM
Global Television Network
Global Television Network (Montréal)
Globe Information Services
Granby CFXM-FM
Granby, La Voix de l'Est
Grand Falls CBT-AM
Halifax CBH-AM/FM
Halifax CBHT-TV
Halifax CHNS-AM/CHFX-FM
Halifax Chronicle-Herald/Mail-Star
Halifax CJCH-AM/CIOO-FM/Bedford CIEZ-FM
Halifax CJCH-TV
Hamilton CHCH-TV (onTV)
Hamilton CHML-AM/CKDS-FM
Hamilton Spectator
Havre-St-Pierre CILE-FM
Heads UP!
Iles de Madeleine CFIM-FM
ILX
Individual Inc.
Info Globe

Press Outlets Receiving Informational Release

Schedule 3

<i>Infomart/DIALOG</i>
<i>Jonquière CFRS-TV/CKRS-TV</i>
<i>Kamloops CFJC-AM/CIFM-FM</i>
<i>Kamloops CHNL-AM/CKRV-FM</i>
<i>Kelowna CHBC-TV</i>
<i>Kelowna CKIQ-AM</i>
<i>Kelowna CKOV-AM/CKLZ-FM</i>
<i>Kentville CKEN-AM</i>
<i>Kingston CKLC-AM/CFLY-FM/CHXL-FM</i>
<i>Kingston CKWS-TV</i>
<i>Kitchener CHYM-AM/CKGL-FM</i>
<i>Kitchener CKCO-TV</i>
<i>Kitchener-Waterloo Record</i>
<i>La Presse Canadienne (Montréal) (Québec)</i>
<i>La Ronge CBKA-FM</i>
<i>La Tuque CFLM-AM</i>
<i>Labrador CBDQ-AM</i>
<i>Labrador CBNLT-TV</i>
<i>Labrador CFGB-AM</i>
<i>Lac Etchemin CFIN-FM</i>
<i>Lachute CJLA-FM</i>
<i>Laval CFGL-AM</i>
<i>Le Réseau TVA Inc.</i>
<i>Les Escoumins CHME-FM</i>
<i>Lethbridge CISA-TV</i>
<i>Lethbridge CJOC-AM/CFRV-FM</i>
<i>Levis-Lauzon CFCM-FM</i>
<i>London CFPL-TV</i>
<i>London CIQM-FM</i>
<i>London Free Press</i>
<i>Longueuil CIEL-FM</i>
<i>Magog CIMO-FM</i>
<i>Manitoba Television Network</i>
<i>Maniwaki CHGA-FM</i>
<i>Maritime Broadcasting System</i>
<i>Matane CHRM-AM/CHOE-FM</i>
<i>Medicine Hat CHAT-AM/TV/CJCY-AM</i>
<i>Medicine Hat News</i>
<i>Moncton CBA-AM/FM</i>
<i>Moncton CBAF-FM/CBAFT-TV</i>
<i>Moncton CJMO-FM</i>
<i>Moncton CKCW-AM/CFQM-FM</i>
<i>Mont Laurier CFLO-AM</i>
<i>Montmagny CFEL-FM</i>
<i>Montreal bureau, Globe & Mail</i>
<i>Montreal bureau, National Post</i>
<i>Montréal CBF-AM/FM/CBFT-TV</i>
<i>Montreal CBM-AM/FM</i>
<i>Montreal CBMT-TV</i>

Press Outlets Receiving Informational Release

Schedule 3

Montréal CFJP-TV
Montréal CFTM-TV/Ste-Foy CFCM-TV/CKMI-TV
Montréal CHOM-FM
Montréal CIBL-FM
Montréal CINQ-FM
Montréal CIQC-AM/CFQR-FM
Montréal CIVM-TV
Montréal CJAD-AM
Montréal CKAC-AM
Montréal CKMF-FM
Montréal CKMI-TV
Montréal Gazette
Montréal Les Affaires
Montréal, Financial Post bureau
Montréal, Globe & Mail bureau
Montréal, La Presse
Montréal, Le Devoir
Montréal, Le Journal de Montréal
Montréal, Le Soleil bureau
New Carlisle CHNC-AM
Nouvelles Télé-radio
Oshawa CKDO-AM/CKGE-FM
Ottawa CBO-AM/FM/CBOQ-FM
Ottawa CBOT-TV
Ottawa CFRA-AM/CKKL-FM
Ottawa CHEZ-FM
Ottawa CHRO-TV
Ottawa Citizen
Ottawa CIWW-AM/CKBY-FM
Ottawa CJBZ-AM/CJMJ-FM
Ottawa CJOH-TV
Ottawa Le Droit
Ottawa Sun
Ottawa/Hull CBOF-AM/FM
Ottawa/Hull CBOFT
Ottawa/Hull CHOT-TV
Ottawa/Hull CIMF-FM
Point-au-Père CFER-TV
Pointcast
Port Cartier CIPC-FM
Port Hawkesbury CIGO-AM
Portage la Prairie CHMI-TV
Prince Albert CKBI-TV
Prince Albert Daily Herald
Prince George CJCI-AM/CIRX-FM
Prince George CKPG-AM /CKKN-FM/CKPG-TV
Quebec CBVE-AM/FM
Québec CFAP-TV
Québec CHIK-FM

Press Outlets Receiving Informational Release

Québec CHOI-FM
Québec CHRC-AM
Québec CJMF-FM
Québec CKRL-FM
Québec Le Soleil
Radio-Canada
Rankin Inlet CBQR-FM
Red Deer Advocate
Red Deer CKRD-AM/CFCR-FM
Red Deer CKRD-TV
Regina CBK-AM/FM
Regina CBKF-FM/CBKFT-TV
Regina CBKT-TV
Regina CFRE-TV
Regina CJME-AM/CIZL-FM
Regina CKCK-TV
Regina Leader-Post
Réseau Pathonic
Réseau Radio Mutuel
Reuters
Rimouski CFLP-AM/CIKI-FM
Rimouski CJBR-AM/FM
Rimouski CKMN-FM
Rivière-du-Loup CJFP-FM/CIBM-FM
Rivière-du-Loup CKRT-TV/CIMT-TV
Roberval CHRL-AM
Rouyn-Noranda CJMM-FM
Rouyn-Noranda CKRN-AM/CKRN-TV/CFEMTV/CHLM-FM
Saint John CBD-AM/FM
Saint John CFBC-AM/CJCY-FM
Saint John CIOK-FM
Saint John Telegraph-Journal/Times-Globe
Sandpoint Hoover
Saskatoon CBK-AM
Saskatoon CBKS-FM
Saskatoon CFQC-AM/CJWW-AM
Saskatoon CFQC-TV
Saskatoon CFSK-TV
Saskatoon Star-Phoenix
Satellite Radio News
Sault Ste. Marie CHAS-FM/CJQM-FM
Sault Ste. Marie CJIC-TV/CHBX-TV
Selkirk News Service
Sept-Iles CBSI-FM
Sept-Iles CKCN-AM
Sherbrooke CHLT-AM/CITE-FM
Sherbrooke CHLT-TV
Sherbrooke CKSH-TV/CFKS-TV

Press Outlets Receiving Informational Release

<i>Sherbrooke La Tribune</i>
<i>Sorel CJSO-FM</i>
<i>Southam News Service</i>
<i>St. Boniface CKSB-AM</i>
<i>St. Catharines CHRE-FM</i>
<i>St. Catharines CHSC-AM</i>
<i>St. John's CBN-AM/FM</i>
<i>St. John's CBNT-TV</i>
<i>St. John's CJYQ-AM/CKIX-FM</i>
<i>St. John's Evening Telegram</i>
<i>St. John's VOCI-AM/FM</i>
<i>Ste. Foy CBV-AM/FM/CBVT-TV</i>
<i>Ste-Adele CIME-FM</i>
<i>Ste-Anne des Monts CJMC-AM</i>
<i>Ste-Foy CBV-AM/FM/CBVT</i>
<i>Ste-Marie CJVL-FM</i>
<i>Sterling News Service</i>
<i>St-Georges CKRB-AM/CIRO-FM</i>
<i>St-Hilarion CIHO-FM</i>
<i>St-Hyacinth CFEI-FM</i>
<i>St-Jean CFZZ-FM</i>
<i>Sudbury CBCS-FM/CBON-FM</i>
<i>Sudbury CBON-FM</i>
<i>Sudbury CHNO-AM/CHYC-AM/CJMX-FM</i>
<i>Sudbury Star</i>
<i>Sydney CBI-AM/FM</i>
<i>Sydney CBIY-TV</i>
<i>Sydney CHER-AM</i>
<i>Sydney CJCB-AM/CKPE-FM</i>
<i>Sydney, Cape Breton Post</i>
<i>Télémedia</i>
<i>Thetford Mines CKLD-AM</i>
<i>Thompson CBWK-FM</i>
<i>Thunder Bay CBQ-AM/FM</i>
<i>Thunder Bay CKPR-AM /CJLB-FM/CJSD-FM</i>
<i>Thunder Bay CKPR-TV/CHFD-TV</i>
<i>Timmins CFCL-TV/CITO-TV</i>
<i>Toronto CBL-AM/FM</i>
<i>Toronto CBLT-TV</i>
<i>Toronto CFMT-TV</i>
<i>Toronto CFNY-FM</i>
<i>Toronto CFRB-AM/CKFM-FM</i>
<i>Toronto CFTO-TV</i>
<i>Toronto CFTR-AM (680 News)</i>
<i>Toronto CHFI-FM</i>
<i>Toronto CHOG-AM (Talk 640)/CILQ-FM (Q107)</i>
<i>Toronto CHUM-AM/FM</i>
<i>Toronto CIII-TV (Global)</i>
<i>Toronto CITY-TV</i>

Press Outlets Receiving Informational Release

Toronto CJBC-AM/FM
Toronto CJCL-AM
Toronto CJEZ-FM
Toronto Corriere Canadese
Toronto Globe & Mail
Toronto Star
Toronto Sun
Toronto, Ming Pao Daily News
Toronto, National Post
Toronto, Northern Miner
Trail CJAT-AM
Trois Rivières CFKM-TV
Trois Rivières CHEM-TV
Trois Rivières CHLN-AM/CIFE-FM
Trois Rivières CIGB-FM
Trois Rivières, Le Nouvelliste
Truro CKGL-AM/CKTO-FM
TV Quatre Saisons
United Press International
Val d'Or CJMV-FM
Val d'Or CKVD-AM/CFVS-TV
Vancouver bureau, National Post
Vancouver CBU-AM/FM
Vancouver CBUF-FM/CBUFT-TV
Vancouver CBUT-TV
Vancouver CFUN-AM/CHQM-FM
Vancouver CIVT-TV
Vancouver CKBD-AM/CJJR-FM
Vancouver CKVU-TV
Vancouver CKWX-AM/CKKS-FM
Vancouver Province
Vancouver Sun
Verdun CKVL-AM/CKOI-FM
Victoria CFAX-AM
Victoria CHEK-TV
Victoria CJVI-AM/CIOC-FM
Victoria Times-Colonist
Victoriaville CFDA-AM
Ville Degelis CFVD-AM
Ville la Pocaterie CHOX-FM
Ville Marie CKVM-AM
Ville Vanier, Le Journal de Québec
Welland-Port Colborne Tribune
Western Information Network
Windsor CBE-AM
Windsor CBEF-AM/CBEFT-TV
Windsor CKLW-AM/CKWW-AM/CIDR-FM/CJOM-FM
Windsor Star
Winnipeg CBW-AM/FM

Press Outlets Receiving Informational Release

Schedule 3

<i>Winnipeg CBWFT</i>
<i>Winnipeg CBWT-TV</i>
<i>Winnipeg CIFX-AM/CHIQ-FM</i>
<i>Winnipeg CJOB-AM/CJKR-FM</i>
<i>Winnipeg CKND-TV</i>
<i>Winnipeg CKY-TV</i>
<i>Winnipeg Free Press</i>
<i>Winnipeg Sun</i>
<i>Yorkton CKOS-TV</i>

BAXTER, et al. v.

THE ATTORNEY GENERAL v. THE SYNOD OF ANGLICAN
CHURCH, et al.

Court File No: 00-CV-192059CP

**ONTARIO
SUPERIOR COURT OF JUSTICE**

Proceeding commenced at Toronto

JOINT MOTION RECORD
(Motion for Settlement Approval
returnable August 29, 30 and 31, 2006

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