Action No. 0501 09167

IN THE COURT OF QUEEN'S BENCH OF ALBERTA
JUDICIAL DISTRICT OF CALGARY

BETWEEN:

FLORA NORTHWEST, ADRIAN YELLOWKNEE, MICHAEL CARPAN, KENNETH SPARVIER, DENNIS SMOKEYDAY, RHONDA BUFFALO, MARIE GAGNON, SIMON SCIPIO, as represented and claims on behalf of themselves and all other individuals who attended Residential Schools in Canada, including but not limited to all Residential Schools' clients of the proposed Class Counsel, Merchant Law Group, as listed in part in Schedule 1 to this Claim, and the John and Jane Does named herein, and such further John and Jane Does and other individuals belonging to the proposed class, including JOHN DOE I, JANE DOE I, JOHN DOE II, JANE DOE II, JOHN DOE III, JANE DOE III, JOHN DOE IV, JANE DOE IV, JOHN DOE V, JANE DOE V, JOHN VI, JANE DOE VI, JOHN DOE VII, JANE DOE VII, JOHN DOE VIII, JANE DOE VIII, JOHN DOE IX, JANE DOE IX, JOHN DOE X, JANE DOE X, JOHN DOE XI, JANE DOE XI, JOHN DOE XII, JANE DOE XII, JOHN DOE XIII, JANE DOE XIII, being a Jane and John Doe for each Canadian Province and territory, and other John and Jane Does Individuals, Estates, Next-of-Kin and Entities to be added

Plaintiffs

- and -

ATTORNEY GENERAL OF CANADA

Defendant

Proceedings under the *Class Proceedings Act*, S.A. 2003

SUPPLEMENTARY JOINT MOTION RECORD

March 8, 2007

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1		Feb. 26, 2007	Affidavit of Todd B. Hilsee on Phase II Notices and Notice Plan sworn February 26, 2007
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	3		Schedule 3 to Phase II Notice Plan
2		March 2, 2007	Affidavit of Jonathan Ptak sworn March 2, 2007
	A	Sept. 5, 2006	Letter to Justice Winkler from Roderick Donlevy at McKercher McKercher & Whitmore LLP
	B	Sept. 7, 2006	Letter to Justice Winkler from Alan Farrer at Thomson Rogers
	C	Sept. 7, 2006	Letter to Justice Winkler from Alan Farrer at Thomson Rogers
	D	Sept. 12, 2006	Letter to Justice Winkler from Catherine Coughlan at Department of Justice Canada
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	FF	Dec. 22, 2006	Letter to Justice Ball from Catherine Coughlan at Department of Justice Canada
	GG	Dec. 22, 2006	Letter to Justice McMahon from Catherine Coughlan at Department of Justice Canada
	HH	Dec. 22, 2006	Letter to Justice Ball from Catherine Coughlan at Department of Justice Canada re Judgment
	II	Dec. 29, 2006	Fax from Chief Justice Brenner to Catherine Coughlan at Department of Justice Canada
	JJ	Jan. 2, 2007	Letter to Justice Schulman from S. Norman Rosenbaum at Merchant Law Group
	KK	Jan. 6, 2007	Letter to Justice Winkler from Tony Merchant at Merchant Law Group
	LL	Jan. 8, 2007	Letter to Catherine Coughlan and Tony Merchant from G. Dauncey Local Registrar (Judicial Centre of Regina)
	MM	Jan. 12, 2007	Letter to Justice Schulman from Kirk Baert at Koskie Minsky LLP
	NN	Jan. 12, 2007	Letter to Justice Schulman from Catherine Coughlan at Department of Justice Canada
	OO	Jan. 12, 2007	Letter to Justice Ball from Kirk Baert at Koskie Minsky LLP
	PP	Jan. 15, 2007	Letter to Paul Vickery & Catherine Coughlan at Department of Justice Canada from Sheila Urzada at Indian Residential Schools Group
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	RR	Jan. 22, 2007	Letter to Justice Winkler from Frank Iacobucci at Torys
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	UU	Jan. 23, 2007	Letter to Justice McMahon from Catherine Coughlan at Department of Justice Canada
	VV	Jan. 24, 2007	Letter to Justices Brenner, McMahon, Bell, Tingley and Winkler from Phil Fontaine of the AFN
	WW	Jan. 25, 2007	Letter to Kirk Baert at Koskie Minsky LLP from Justice Schulman
	XX	Feb. 5, 2007	Letter to Gordon Dauncy from Catherine Coughlan at Department of Justice Canada
	YY	Feb. 26, 2007	Letter to Justice Ball from Tony Merchant at Merchant Law Group
	ZZ	Feb. 28, 2007	Letter to Norman Rosenbaum from Justice Richard

Court File No. 00-CV-192059CP

ONTARIO
SUPERIOR COURT OF JUSTICE

IN RE RESIDENTIAL SCHOOLS CLASS ACTION LITIGATION

Proceeding under the *Class Proceedings Act, 1992*

AFFIDAVIT OF TODD B. HILSEE ON PHASE II NOTICES AND NOTICE PLAN

I, TODD HILSEE, of the Borough of Souderton, in the State of Pennsylvania, one of the United States of America, **MAKE OATH AND SAY**:

1. I have personal knowledge of the matters to which I depose to below, except where the facts are based on information and belief in which case I have stated the source of the information, and I believe such facts to be true.

2. I am the President of Hilsoft Notifications, a firm which serves courts in the U.S. and Canada in an expert capacity exclusively to design, analyze, and implement legal notification programmes.

RECAP OF NOTICES AND NOTICE PLANNING TO DATE

3. With input from numerous Aboriginal people and groups including First Nations and Inuit groups, and including former residential school students, and in collaboration with the National Certification Committee (NCC), and the lawyers for the parties to the settlement including the Assembly of First Nations (AFN) and Inuit representatives, the

Government and its Department of Justice and its Indian Residential Schools Resolution Canada (IRSRC) unit, the Merchant Law Group, the National Consortium, Independent Counsel, and the Churches, Hilsoft Notifications designed the notices ("Notices") and notice plan (the "Notice Plan") for Phase I and Phase II, which the Courts subsequently approved. I had provided an Affidavit dated May 17, 2006, which included the Notices created for Phase I at that time, and that affidavit is hereby incorporated by reference into this affidavit.

4. The Notice Plan described all of the various activities that would be undertaken to provide adequate notice of the hearings and Class members' objection rights during Phase I, as well as to provide adequate notice of their opt out rights during Phase II.

5. Upon Court approval, my staff and I successfully completed Phase I of the Notice Plan and I reported on its completion in two separate affidavits. On July 26, 2006, I reported in an Affidavit that the Notice Plan had been completed, and on August 23, 2006, I submitted a detailed expert analysis of the effectiveness of the Phase I portion of the Notice Plan as completed, and attached the Phase I Notices, as implemented, in many different forms and languages. These two affidavits are hereby incorporated by reference into this Affidavit.

6. I opined in my Affidavit of August 23, 2006, that Phase I was extraordinarily successful—one of the most comprehensive and complex notification programs that has ever taken place in North America. I believe the Phase I Notice effort was in fact the best notification ever performed in Canada. The success was evidenced by the design and

clarity of the notices, the high reach[1] of the Notice Plan, and the fact that many Class members indeed gave their views on the settlement at the hearings, as was their right. No objection provided any substantive basis to suggest that the Notices and Notice Plan, which alerted them to make their objection known, was not strong, thorough, or clear.

7. In December and January of 2007 I carefully read the nine different Court Orders approving the settlement, and from those Orders I gained even more insight that helped guide me in the creation of Phase II Notices. And I have spent even more time gaining input from all of the parties identified in paragraph 2 of this Affidavit, as well as from the Court Counsel, Randy Bennett.

8. Accordingly, my staff and I have now updated the Notice Plan and have prepared and finalized the Phase II Notices for Court approval.

THE UPDATED NOTICE PLAN

9. As updated, the Notice Plan detailed in the attached **Exhibit A** will provide comprehensive and effective notice to the Class. The Phase II Notice Plan calls for:

(a) Notice allowing former students and family members every reasonable opportunity to opt out of the settlement before the deadline.

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[1] The "reach" of notice is the number of people or a percentage of a given target audience who will be exposed, i.e., open or read a "vehicle" containing a notice placement, e.g., see an ad, receive a mailing, be handed a notice, etc. The analysis involves calculations based on statistical information available to communications and advertising professionals to remove the duplication from multiple exposures and from different sources, to yield a net audience.

(b) Notice calculated to reach an extraordinarily high percentage of Class members—former students and family members—with an equally high frequency of notice exposure.

(c) Notices designed to be "noticed" and well received by Class members, for their sensitivity to the difficult topic these Class members must again be faced with.

(d) Notices drafted to be understood by Class members by conforming to today's highest standards for clear and concise plain language.

(e) Notices that capitalize on the immediacy of the massive outreach, in order to also prompt an action on the part of former students who are not known individually, and who do not wish to opt out, by allowing them to register to receive a claim form when they become available, and thereby get the payments the settlement will provide.

(f) Notices produced in English, French, Inuktitut and other Aboriginal languages, as appropriate for each media vehicle.

(g) Customized Notice versions appropriate to Inuit culture.

(h) A neutral informational release issued to media outlets all over Canada announcing the launch of the Phase II notification programme.

(i) Individual Notice mailed to Class members, both on and off reserve, whose addresses are known to either the attorneys, or on lists of former students and family members as held by the AFN, and Inuit and other Aboriginal groups.

(j) Notices mailed to virtually all addresses in the far north, owing to difficulties with travel in remote areas.

(k) Notices mailed to all prisons.

(l) Published Notice in daily mainstream newspapers in each of the leading population centres where off-reserve Aboriginal people reside.

(m) Published Notice in every significant Aboriginal publication we are aware of, all over Canada.

(n) Fax distribution, mailings, and email distribution to band offices and various Aboriginal organizations, encouraging further individualized distribution of Notices to Class members, posting of Notices in public places frequented by Class members, and voluntary publication of Notice in newsletters and on websites.

(o) Broadcast Notice on Aboriginal radio networks and stations.

(p) Broadcast Notice on the Aboriginal Peoples Television Network, which has station affiliates throughout Canada.

(q) Broadcast Notice on mainstream network and regional television stations.

(r) Additional public service announcements on radio and TV where possible.

(s) Further outreach into communities, in order to utilize on-the-ground, grass-roots efforts to achieve personal distribution of Notice of opt out rights to Class members as broadly and deeply into the communities as possible.

(t) A multi-lingual website (English, French, and Inuktitut) where the Notices, the Opt Out Form, the settlement agreement, the list of schools and other materials will be available to Class members.

(u) A multi-lingual (English, French, and numerous Aboriginal languages) toll free call centre where former students and family members may call with questions, request more information and an opt out form by mail, or request to be added to the database to receive a claim form when they are ready.

(v) Careful and thorough calculations and analyses of the overall effectiveness of the Notice Plan upon completion, which I will report to the Court in a detailed final report.

10. To develop this Notice Plan, and I have been assisted by experts on my staff as experienced as I am with media planning, and reach and frequency analysis. When we have fully executed the Notice Plan, my staff and I have determined that the measurable activities in the Notice Plan will reach at least 91.1% of the Class an average of 6.3 times each, based on detailed documentation in the Notice Plan.

11. All of the notice dissemination activities described in the Notice Plan can not be accurately quantified, but even those that can't be are designed to enhance notice exposure beyond these levels.

12. In fact, since the completion of Phase I, the mailing lists have increased significantly, and this will increase the ultimate reach calculation. I understand that, according to Charlene Belleau of the AFN, the database held by the AFN has increased to almost 40,000 Class members from what was about 20,000. Also, I understand that, according to Kerry Eaton of Crawford, the administrative firm working with us to effectuate the individual notice aspects of our Notice Plan and to handle responses, Crawford has received correspondence from at least 5,400 Class members who provided their mailing addresses during Phase I, and has entered those respondents into a database, such that they may also now receive individual notice. Thousands more have called or provided contact information at the website, and those people will be provided individual notice during Phase II. When these list totals are verified, and in connection with post-Notice Plan reporting that my staff and I will provide to the Courts, we expect to even further increase the reach and frequency of exposure calculations at that time.

13. As outlined in my Affidavit of August 23, 2006, we exceeded the Phase I Notice Plan through additional negotiated placements in publications, radio spots and networks, TV spots and programs, and by adding paid advertising on CBC-North. We similarly expect to outperform the Phase II Notice Plan.

14. Notably, in the earlier Court-approved Notice Plan, and in my May 17, 2006 Affidavit supporting the submission of the Notice Plan, I proposed that community outreach should be a part of Phase II notice efforts owing to the importance of providing in-person contact with former students and their families at the time when opt out rights

may be exercised, and because the opt out concept is "backwards intuitive" for many laypeople who are not lawyers. The updated Notice Plan indeed now outlines objectives for community outreach efforts, to be undertaken by numerous organizations, which I believe will allow their efforts to dovetail with the Notice Plan. I have reviewed proposals which IRSRC has received from the AFN and various Inuit organizations, such as Makivik, Nunavut Tunngavik Incorporated, and Inuvialuit Regional Corporation. Because the Community Outreach will be driven by objectives to not only distribute Court-approved Notices in person, but also to obtain statistics on the numbers of Class members reached by such efforts, my staff and I will be able to combine the reach achieved through those efforts with the reach achieved by mailings and paid media Notice placements in our final report, based on techniques we brought from the advertising field to courts in class action cases many years ago.

15. The assistance which will come from mailings, emailings and faxes to organizations, the results of news coverage from the informational release (or other news coverage throughout the opt out period), the public service announcements that radio and TV stations may air in addition to the extensive paid media the Notice Plan affords, and the word-of-mouth that the entire campaign will generate, will also add significantly to the reach and frequency of Notice exposure.

16. There are even publication and other paid media efforts contained in the Notice Plan which do not provide audited circulation or measured viewership or listenership. Because of our desire to be as careful and conservative as possible, the reach of those

vehicles—while certain to be highly read and viewed—are not included in the net reach calculation.

17. All of the reach statistics we glean during the implementation of Phase II will help my staff and I provide a thorough report, after the completion of Notice, on the success in achieving the goals for the Phase II Notice Plan.

THE FORMS OF PHASE II NOTICES

18. I have been assisted in drafting and designing the forms of Phase II Notice by my staff of experts. These are attached in all their various forms as **Schedule 2 to the Notice Plan**. In my opinion, the Notices conform to the highest standards for effective notices, and will best allow Class members to understand and act upon their rights, if they so choose.

19. As with Phase I, different versions of the Notices have all been created with appropriate wording and designs for Indian and Inuit cultures. The Inuit Notices do not refer to the schools as "Indian" residential schools, and the graphics reflect Inuit culture. The graphics in the other Notices are appropriate for Indian and Métis cultures. The published and mailed Notices are designed to come to the attention of Class members with compelling graphics and design features to enhance readership and comprehension.

20. The Notices provide clear, concise, easily understood information to former students and family members on their opt out rights. They also communicate to former students that they may come forward and register to receive a claim form when claim

forms become available after the opt out deadline. This is important because the parties have agreed that there is no "Phase III" notice to communicate the availability of the payments during the 4 year claims process.

NOTICE PLAN TIMING

21. The Notice Plan for Phase II will kick off within one week of approval by all Courts, or the lifting of the stay, whichever comes later. The Notice Plan will commence with the issuance of the informational release to press outlets, as described and contained in the Notice Plan. Also on that date, the well-established website we host for the Courts for the notification, www.residentialschoolsettlement.ca, will be updated with the Phase II Notices. The agreed upon 150 day opt out period will start ticking from those first appearances. The publication Notices will start to appear, and the Notices will start to be mailed, within 35 days of Notice Plan commencement.

22. A partial list of media outlets that will receive the informational release is attached as **Schedule 3 to the Notice Plan**.

CREDENTIALS TO DEVELOP AND OPINE ON NOTICES AND NOTICE PLANS

23. Hilsoft Notifications' updated curriculum vitae, attached as **Schedule 1 to the Notice Plan**, identifies many of our more than 220 major cases, in the course of which our notices have appeared in more than 209 countries and 52 languages, and it contains numerous judicial comments citing our expertise, as well as our expert articles and publications on the subject of the adequacy and design of legal notice efforts.

24. Our experience has included many of the most complex litigation cases that have proceeded anywhere in the world, including serving as the notice expert to design, implement, and analyze the effectiveness of notices to Holocaust survivors in remote parts of the world in the settlement with Swiss Banks, *In re Holocaust Victims Assets Litigation*, No. CV-96-4849, (E.D.N.Y.), and other "slave labourer" settlement notice programmes for the Austrian and German Governments and the International Organization for Migration.

25. I have been qualified as a notice expert by Canadian courts in class action cases, as detailed in our c.v., including Canada's landmark "Fen/Phen" litigation where Mr. Justice Cumming noted in *Wilson v. Servier*, (Sept. 13, 2000) No. 98-CV-158832, (Ont. S.C.J):

> *[R]etained 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.*

26. We have provided notice in Canada for numerous significant cases affecting Canadians of all walks of life including: the global bankruptcy affecting Canadian women with breast implant claims in *In re Dow Corning Corp.*, No. 95-20512-11-AJS (E.D. Mich.); the bankruptcy claims process affecting older Canadian boiler workers in *In re Babcock and Wilcox Co.*, No. 00-0558 (E.D. La.); the insurance claims of black Canadians stemming from the class action settlement of *Thompson v. Metropolitan Life Ins. Co.*, No. 00 Civ. 5071 (HB) (S.D.N.Y.) over sales practices to lower income persons in the early 1900's; and the *In re Royal Ahold Securities and "ERISA" Litigation*, No. 03-MD-1539-CCB (D. Md.), involving the first globally certified securities class action for settlement

purposes, wherein we notified shareholders around the world, many of whom are in Canada, about a USD $1.1 billion settlement.

27. I have been qualified as a notice expert and recognized by judges in the United States including the many situations identified on our c.v. These have included recognition of our work to develop the now standard approach to analyzing notice plan effectiveness, which involves studying and quantifying for courts the "reach" of notice efforts, as well as our work to bring modern communication techniques to class actions through "noticeable" notices, written in plain, easily understandable language—both of which are vital in order to adequately inform class members in class actions.

28. Judge Marvin Shoob stated in his decision in *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.*

29. When the U.S. federal court class action rule, Fed. R. Civ. P. 23, was being revised to require plain language notices, Judge Lee Rosenthal stated to me upon my Jan. 22, 2002 testimony before the Advisory Committee on Civil Rules of the Judicial Conference of the United States:

> *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 . . .*[2]

30. Canadian courts have recognized my expertise on these issues as well, specifically recognizing the importance of the reach standards and careful analyses we apply. 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 stated:

> *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.*[3]

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[2] I served as the only notice expert invited to testify. The model notices I collaborated to create for the FJC are displayed, with attribution, at www.fjc.gov.

[3] Upheld on appeal in *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 . . . 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."

31. My staff and I have written numerous articles, including law review articles, on notice and due process. I believe that effective notice and due process depend upon clear communication with people affected—desiring to actually inform them—not just going through the motions. See, for example, 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 (Fall 2005).

32. Particularly applicable to the difficulties with dispersed Class members which we faced successfully in Phase I of the residential schools matter, and expect to face successfully in Phase II, my staff and I have been recently recognized for reaching very difficult to reach class members, for example in Hurricane Katrina-related cases, where class members have often been entirely dislocated from their former addresses and widely dispersed. Judge Eldon E. Fallon, in *Turner v. Murphy, USA, Inc.*, 2007 WL 283431, at *6 (E.D. La. 2007) stated:

> *Mr. Hilsee is a highly regarded expert in class action notice who has extensive experience designing and executing notice programs that have been approved by courts across the country. Furthermore, he has handled notice plans in class action cases affected by Hurricanes Katrina, Rita, and Wilma....and has recently published an article on this very subject, see Todd B. Hilsee, Gina M. Intrepido, & Shannon R. Wheatman, Hurricanes, Mobility, and Due Process: The "Desire to Inform" Requirement for Effective Class Notice is Highlighted by Katrina, 80 TUL. L. REV. 1771 (2006) (detailing obstacles and solutions to providing effective notice after Hurricane Katrina).*

33. I have spoken on class action notice at law schools, judges' roundtables, national and state bar association seminars, institutes, and symposiums. My notice and due process

educational materials have been utilized at Columbia Law School, New York University School of Law, Temple Law School, and Cleveland-Marshall College Of Law. They have also been incorporated into the teaching at Harvard Law School. I have been invited to speak at the upcoming Osgoode Hall Law School's 4th Annual Symposium on Class Actions.

OPINIONS ON ADEQUACY OF PHASE II NOTICES AND UPDATED NOTICE PLAN

34. In my opinion the Notice Plan will provide reasonable, fair, comprehensive and effective notice to the Class under all of the circumstances of this litigation and settlement.

35. The reach afforded by the Notice Plan—at least 91.1% of Class members reached, an average of 6.3 times each—is astonishing. As noted above, the final calculations will certainly surpass even those levels. Based on research my staff and I have performed on notice programs, I do not believe that any class action in Canada has ever surpassed this. The exposure provided by the Notice Plan is more than adequate.

36. The methods of outreach for Phase II are appropriate for the message. Notably, by including not only mailings but all forms of media, as well as third-party outreach to organizations, and electronic notice through the internet, but also by including personal distribution of notice, by community members to community members, the Notice Plan will be as effective as possible in delivering the opt out Notice message to Class members.

37. The Notice Plan and the Notices are well tuned to the different benefits afforded to former students and family members, and both will be provided fully sufficient notice of the settlement and the import of their opt out rights, including the implications of choosing or not choosing to exercise the opt out right.

38. The Notices are well designed and carefully written to provide "noticeable" Notice, in clear, concise, plain language.

39. The Phase II Notice effort is also effective because it allows unknown former student Class members to come forward and seek the payments the settlement provides.

40. The Notice Plan will provide plenty of time from Court approval and the commencement of the dissemination of the Notice until the opt out deadline.

41. Once Phase II is approved, my staff and I will oversee the implementation of the Notice Plan, as well as coordinate with Crawford to effectuate it as described herein.

42. Upon completion of the Notice Plan, my staff and I will analyze the results and I will report to the Courts on the outcome and adequacy of Notice as implemented.

I make this affidavit in support of a motion for directions with respect to the notice to be given to class members in this matter and for no other or improper purpose.

SWORN before me at the Borough of Souderton,)
in the State of Pennsylvania , U.S.A.,)
this 26 day of February, 2007.)

Todd B. Hilsee

NOTARY PUBLIC

MY COMMISSION EXPIRES: April 4, 2010

COMMONWEALTH OF PENNSYLVANIA
Notarial Seal
JoAnn King, Notary Public
Souderton Boro, Montgomery County
My Commission Expires Apr. 4, 2010
Member, Pennsylvania Association of Notaries

Exhibit A

Hilsoft Notifications

In re Residential Schools Class Action Litigation

Settlement Notice Plan

Phase I – Hearing Notice

Phase II – Opt-Out/Claims Notice

Prepared by Hilsoft Notifications
Updated February 26, 2007

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I. Introduction

The "Notice Plan" (or the "Plan") that follows outlines the dissemination efforts that will be undertaken to provide adequate notice to Class members in the *In re Residential Schools Class Action Litigation*, including notification of the Hearings (Phase I) and notification of the Opt-Out/Claims process (Phase II). The Plan is based on meeting key objectives, uses extensive and appropriate prior class action notice experience, and is supported by industry standard research tools and data.

Hilsoft Notifications has designed this Notice Plan with valuable input from Aboriginal people and groups, lawyers for the parties, the NCC, the Government, and with direction from the Courts. Hilsoft Notifications' President, Todd B. Hilsee, has been recognized as a class action notice expert by many U.S. and 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 with Carla A. Peak, Notice Manager, will personally oversee implementation through completion.

Hilsoft Notifications has disseminated class action notices in more than 220 major cases, in more than 209 countries and 52 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 review and appellate challenge.

Hilsoft Notifications wrote and designed all of the notice documents (the "Notice" or "Notices") in conjunction with the NCC and with much input from former students and community leaders. These Notices follow the highest modern principles in the illustrative notices that Hilsoft wrote and designed for the U.S. 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 importance of well designed notices to best communicate with Class members. Hilsoft Notifications' c.v., including judicial comments recognizing notice expertise, is attached as **Schedule 1**.

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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 "NAI"; 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

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"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 "Opt Out/Claims 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 - "Opt Out/Claims 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 registration for a claim form.
  - 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 obtain additional information necessary to make a claim when claim forms become available.

  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.

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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, 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 were an estimated 78,994 residential school former students alive as of 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 at least 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, i.e., Aboriginal people 25 years of age and older (25+), because their demographic profile and media usage closely represent those of <u>all</u> potential Class members and it ensures the greatest

[1] Siggner & Associates Inc. 10/24/05 report: "Estimating the Residential School Attendee Population for the Years 2001, 2005 and 2006."

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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 adequately 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 mailings/emailings/faxes, and community outreach (in-person distribution of Notice) in Phase II, as well as a neutral informational news release and a website and call centre where Notices may be accessed, questions answered, and where individuals can register to receive claim forms when they are ready.

- ***Delivery.*** Combined, the notice efforts will reach at least 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 and community 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 all legal requirements.

  The programme takes into account the older skew of former students, and, although incalculable because of the lack of precise data, our media selection and programming choices are designed to ensure that the reach among the former student Class members is 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 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.

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those included in the settlement:

1. ***Individual Mailings.*** A personal letter to known Class members, along with the appropriate Summary Notice and Detailed Notice, and an Opt Out Form (Phase II), will be mailed to numerous lists from the Assembly of First Nations (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 Summary Notice will also be mailed to all addresses in the three northern territories of Nunavut, Northwest and Yukon.

2. ***Organizational Mailings/Emailings/Faxes.*** 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.

   The appropriate Summary Notice and Detailed Notice (Phase I or Phase II) will also be mailed to all federal and penal institutions, where some former residential school students are located.

3. ***Aboriginal Television:*** 30-second units in English and 60-second units (longer length to accommodate translations) in French will appear on the national Aboriginal television network — Aboriginal Peoples Television Network ("APTN"). Various Aboriginal language units will also appear, in 30 or 60-second formats, depending on the language.
   - 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 approximately 36 Aboriginal publications for both Phase I and Phase II. In bilingual publications, Notice will appear in both English (or French) and the appropriate Native language(s). The actual number of publications used

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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. An approximate 1/3 page Summary Notice will be placed in the broadsheet newspapers and an approximate 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, and interact and correspond with administrators. Notice documents will be available in English, French, and Inuktitut.

10. ***Community Outreach.*** Efforts in Phase II will include community visits in

[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.

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which the main objective will be to achieve personal distribution of notice to as many former students and families of former students as reasonably possible to achieve.

11. ***Response Handling.*** A response handling administrator will oversee a toll-free call center where callers can get questions answered, or request more information. The administrator will keep databases of responses, as well as track, record, 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, as well as post various legal documents on an ongoing basis.

- ***Message Content.*** The proposed Notices have all been designed to provide a clear, concise, plain language statement of affected people's legal rights and options. Summary Notices are simple but substantive roadmaps to all the key information. Broadcast Notices will air on television and radio stations, highlighting the appropriate message (Phase I: the hearings and ability to object; Phase II: the "stay in/opt out" message) and inviting response. Detailed Notices make even more facts available in an easy "Q&A" format. The Informational News Release will highlight key information through multiple channels of distribution. Drafts of all the Notices are entirely consistent with state-of-the-art "noticeable" plain language models, and are attached as **Schedule 2.**

- ***Language.*** Mailed notice packages will be created in English, French and Inuktitut. The 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

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- 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.

All the elements of the mailing packages (Envelope, Cover Letter, Summary Notice, and Detailed Notice) will be produced in English, French, and Inuktitut. The Informational News Release will be issued in English, French, and Inuktitut. 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, French, and Inuktitut.

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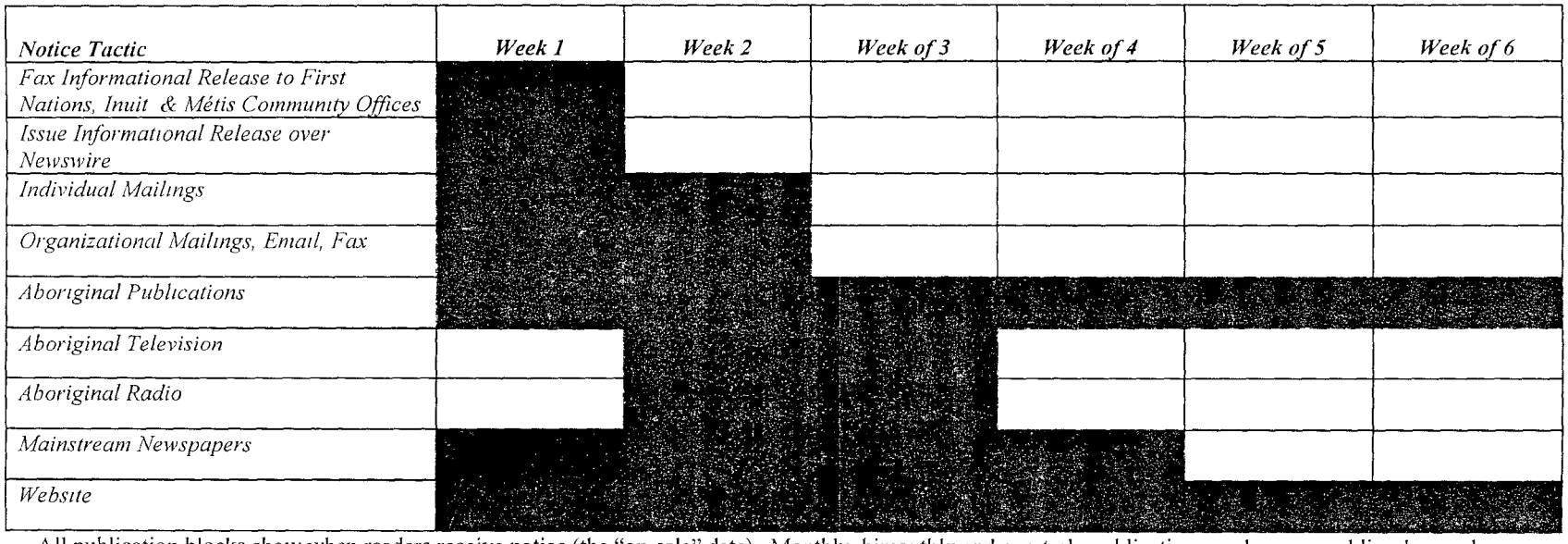
4. Notice Schedule Flow Chart – Phase I

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.



All publication 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 publications and insertion/air dates may vary within the notice period subject to availabilities at the time of placement.

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5. Notice Schedule Flow Chart – Phase II

Significant communication events within the overall notice programme.

The flow chart below shows a schedule for the appearances of Phase II notices. Notice would appear on the established website within one week of approval to proceed. Notices 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 35 days after Court approval to proceed with Phase II, or upon notice documents being approved as final.

Notice Tactic	*Week 1*	*Week 2*	*Week 3*	*Week 4*	*Week 5*	*Week 6*
Fax Informational Release to First Nations, Inuit & Métis Community Offices						
*Issue Informational Release over Newswire and Track news coverage**	Issued Earlier – See Below					
Individual Mailings						
Organizational Mailings, Email, Fax						
*Community Outreach***						
Aboriginal Publications						
Aboriginal Television						
Aboriginal Radio						
Mainstream Newspapers						
Mainstream Television						
*Website****						

*News release issued earlier – within one week of approval to proceed or lift of stay whichever comes later. **Community outreach begins as soon as practicable after approval, and continues through the opt-out date. ***Notices appear on website much earlier – within one week from approval to proceed or lift of stay whichever comes later.

All publication 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 publications and insertion/air dates may vary within the notice period subject to availabilities at the time of placement.

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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 Circulations ("ABC")[7] statements, which certify publication circulation numbers; and BBM[8] 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.

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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, the number was estimated to be 78,994 in 2006. The majority of former students are First Nation members.

[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.

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RSA Groups	2001		2006	
First Nations	*67,915*	*81.1%*	*64,111*	*81.2%*
Métis	*6,879*	*8.2%*	*6,464*	*8.2%*
Inuit	*3,619*	*4.3%*	*3,448*	*4.4%*
Aboriginal Origins Only	*3,346*	*4.0%*	*3,144*	*4.0%*
Inmates	*877*	*1.0%*	*855*	*1.1%*
Outside Canada	*1,059*	*1.3%*	*973*	*1.2%*
Total	***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%.

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- ***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.

Aboriginal Language	*Population with Knowledge of Aboriginal Language*	*Population with Aboriginal Language as Mother Tongue*
Cree	*92,630*	*77,285*
Inuktitut	*31,945*	*29,695*
Ojibway	*27,955*	*21,980*
Déné	*10,500*	*9,565*
Montagnais-Naskapi	*10,285*	*9,790*
Micmac	*8,625*	*7,405*
Oji-Cree	*5,610*	*5,185*
Attikamekw	*4,935*	*4,710*
Dakota/Sioux	*4,875*	*4,280*
Blackfoot	*4,415*	*3,020*
Salish languages not	*2,675*	*1,730*

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included elsewhere		
Algonquin	*2,340*	*1,840*
Dogrib	*2,265*	*1,920*
Carrier	*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.

Region	*Aboriginal Population*	*% of Aboriginal Population*	*% of Province/Territory Total Population*
Ontario	*188,315*	*19.3%*	*1.7%*
British Columbia	*170,025*	*17.4%*	*4.4%*
Alberta	*156,220*	*16.0%*	*5.3%*
Manitoba	*150,040*	*15.4%*	*13.5%*
Saskatchewan	*130,190*	*13.3%*	*13.6%*
Québec	*79,400*	*8.1%*	*1.1%*
Nunavut	*22,720*	*2.3%*	*85.2%*
Newfoundland and Labrador	*18,780*	*1.9%*	*3.7%*
Northwest Territories	*18,725*	*1.9%*	*50.5%*
Nova Scotia	*17,015*	*1.7%*	*1.9%*
New Brunswick	*16,990*	*1.7%*	*2.4%*
Yukon Territory	*6,540*	*0.7%*	*22.9%*
Prince Edward Island	*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%.

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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), Prince Albert, and Montreal. The highest concentration was in the CMA of Prince Albert, whose 11,640 Aboriginal people accounted for 29.2% of its population.

CMA/CA	*Aboriginal Population*	*Percentage of CMA/CA Total Population*
Winnipeg	*55,755*	*8.4%*
Edmonton	*40,930*	*4.4%*
Vancouver	*36,860*	*1.9%*
Calgary	*21,915*	*2.3%*
Toronto	*20,300*	*0.4%*
Saskatoon	*20,275*	*9.1%*
Regina	*15,685*	*8.3%*
Ottawa-Gatineau	*13,485*	*1.3%*
Prince Albert	*11,640*	*29.2%*
Montreal	*11,085*	*0.3%*
Victoria	*8,695*	*2.8%*
Thunder Bay	*8,200*	*6.8%*
Prince George	*7,980*	*9.4%*
Greater Sudbury	*7,385*	*4.8%*
Hamilton	*7,270*	*1.1%*
Wood Buffalo	*6,220*	*14.6%*
London	*5,640*	*1.3%*
Sault Ste. Marie	*5,610*	*7.2%*
Kamloops	*5,470*	*6.4%*
TOTAL	***310,400***	

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.

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- 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

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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.

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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 and community outreach, a combination of paid notice placements in Aboriginal television, radio, publications, mainstream newspapers and, in Phase II, mainstream television, has been selected to deliver the message to Class members. 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 attention-getting and impactful television spots that will present information to Aboriginal people through TV, 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, Friendship 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's crisis support line.
- Notice placements on Aboriginal radio, whose reach includes remote Aboriginal communities.

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- 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.

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9. Plan Delivery Summary

Activity	*Phase I*	*Phase II*	*Total*
Estimated NET Mailings to Known Class members:	*20,000*	*40,000**	*40,000*
Number of Aboriginal Publications:	*Approx. 36*	*Approx. 36*	*Approx. 36*
Insertions in Aboriginal Publications:	*Approx. 41*	*Approx. 41*	*Approx. 82*
Number of Mainstream & Local Newspapers:	*35*	*35*	*35*
Insertions in Mainstream & Local Newspapers:	*70*	*70*	*140*
Total Number of Aboriginal Television Spots:	*100*	*180*	*280*
Total Number of Mainstream Television Adult 25+ English GRPs:	*na*	*300*	*300*
Total Number of Mainstream Television Adult 25+ French GRPs:	*na*	*150*	*150*
Total Number of Aboriginal Radio Spots, per Station:	*40*	*60*	*100*
Aboriginal Publication Circulation:	*402,697*	*402,697*	*402,697*
Mainstream Newspaper Circulation:	*4,494,727*	*4,494,727*	*4,494,727*
*Total Adult Exposures via Aboriginal Publications: ***	*200,000*	*200,000*	*400,000*

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Total Adult Exposures via Mainstream Newspapers:	*20,000,000*	*20,000,000*	*40,000,000*
Net % Reach among Aboriginal People 25+:[12]	*65.7%*	*90.8%*	*91.1%*
Average Frequency of Exposure among Aboriginal People 25+:	*1.8*	*5.1*	*6.3*

* The Notice Plan for Phase II will benefit by the additional names and addresses of Class members obtained as a result of Phase I notice efforts.
** 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 for purposes of determining the total net reach of the efforts, impressions achieved from the Aboriginal television and radio schedules, organizational and community outreach, informational news release, and website efforts will further add to the reach and frequency of exposure among those affected. Any possible calculations that accrue to the benefit of either net reach or average frequency of notice exposure will be reported to the Courts at the conclusion of the programmes.

[12] 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 community 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.

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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:

Media	*Phase I % of Aboriginal People 25+ Reached*	*Phase II % of Aboriginal People 25+ Reached*	*COMBINED % of Aboriginal People 25+ Reached*
Mailings[13]	*25.3%*	*50.6%*	*50.6%**
Aboriginal Publications	*38.5%*	*38.5%*	*38.5%*
Mainstream Newspapers	*25.5%*	*25.5%*	*27.6%*
Mainstream Television	*n/a*	*73.1%*	*73.1%*
COMBINED[14]	*65.7%*	*90.8%*	*91.1%*

*Effect of additional mailings for Phase II not incorporated into total combined reach until conclusion of program, and verification of the total net names available for mailings.

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 and community 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)

[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 distributed through community outreach 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. Reach achieved through mailings will be calculated in the final report.

[14] Net of duplication between all efforts. 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 community 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.

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was also incalculable as a result of low sample sizes for media research data on that more 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 and community outreach, the informational news release, and the website can and will be calculated as much as possible, at the time of our final report.

The audience data used to determine the results in the table above is 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 planning[15]; all of the leading advertising and communications textbooks cite the need to use reach and frequency planning[16]; and a leading treatise says it *must* be used[17]: "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 approximately 17 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.

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[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.

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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 and community outreach, the informational news release, and website efforts.

While extra exposures are important for settlement messages, during Phase I there is no claims filing message, and affected people, while they have the right to be heard, 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 is reduced during Phase I.

On the other hand, the Phase II effort, providing not only notice of the opt-out right, but notice of the ability to come forward and register to take part in the claims filing process, demands additional frequency of notice exposure. This provides focused reminders to take the action needed to get the benefits being offered under a settlement. Well-established communication principles and methods support this premise. 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.

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[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.

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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. Two of the newspapers have national distribution.
- 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.

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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 (and Opt Out Form in Phase II) will be mailed to Class members on lists provided by the AFN, the National Consortium, the Merchant Law Group, the Makivik Corporation, the Inuvialuit Regional Corporation, the Nunavut Tunngavik Incorporated (NTI), the Labrador Inuit Association, lawyers on the National Certification Committee and any other lawyers with Class member names and addresses, and to a government list of those participating in government lawsuits seeking IAP benefits.

The Government and the Churches, immediately after approval to proceed with Phase I and II, will provide up-to-date lists of all potential Class members and their lawyers who have lawsuits pending against them over residential schools.

In Phase I, mailings are expected to be sent to approximately 15,000 names on the AFN database and approximately 15,000 names on the attorney databases, providing an estimated 20,000 or more net names and addresses from the AFN and lawyer lists alone. In combination with the other lists noted above, the net number of addresses will likely be greater.

Based on additional names expected to be gleaned from Phase I notice efforts and databases being built up further (i.e., from callers and other responders who gave their names and addresses to the administrator), Phase II mailings are expected to be sent to approximately 37,000 names on the AFN database, and approximately 22,000 names on the attorney databases. Conservatively based calculations estimate at least 40,000 net names and addresses will result from the combined AFN and lawyer lists alone. It is quite probable that the Phase II net amount of addresses from all of the combined lists will be greater, increasing the overall reach achieved by individual mailings even further.

For Phase I and II, working through Canada Post, a Summary Notice will also be mailed to all 28,000 addresses in the three northern territories of Nunavut, Northwest and Yukon.

Information will be mailed in English and French. Addresses from the Inuit lists will receive notice materials in Inuktitut and English.

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14. Organizational Mailings/Emailings/Faxes

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 Class members 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 Notice will also be faxed to publication editors and radio stations.

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 settlement 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.

The appropriate Summary Notice and Detailed Notice will also be mailed during Phase I and Phase II to all federal and penal institutions where former residential school students may be located. A DVD containing all six language variations of the Television Notice will be distributed to the federal penitentiaries for viewing. Additionally, Summary Notices will be provided to Service Canada for distribution to all permanent service centers and temporary outreach offices.

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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 programs, a 60-second unit for French programs (to accommodate the translation), and 30 or 60-second units for various Aboriginal language programs, depending on the length of the message after translation. 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:

Sample Aboriginal Programmes:	*Day/Time*	*Language*
Movies	*M-W-F-Sun, 9-11:00pm*	*English*
Movies	*M-W-F-Sun, 12-2:00am*	*English*
APTN National News	*M-F 1-1:30pm*	*English*
APTN National News	*M-F 7-7:30pm*	*English*
APTN National News: Contact	*Fri 7:30-8:30pm*	*English*
APTN Late News	*M-F 2:30-3:00am*	*English*
Notre Peuple	*TBD*	*French*
Nunavut Elders	*TBD*	*Inuktitut*
Labradorimiut	*TBD*	*Inuktitut*
Our Déné Elders	*TBD*	*Déné*
Maamuitaau	*TBD*	*Cree*
Nunavimiut	*TBD*	*Inuktitut*

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Dab Iyiuu *Innu Aitun*	*TBD* *TBD*	*Cree* *Innu*

- ***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.

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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 at least 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 59 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.

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- 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.
- 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.

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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.

Societé 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 12 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 Inuttitut.

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.

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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 on 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 approximately 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:

Publication	Coverage	Province/ Territory	Issuance	Freq.	Ad Language
Aboriginal Times	*National*		*bimonthly*	*1*	*English*
First Nation Voices	*National*		*2x/year*	*1*	*English*
First Perspective	*National*		*monthly*	*1*	*English*
Windspeaker	*National*		*monthly*	*1*	*English*
Windspeaker Business Quarterly	*National*		*monthly*	*1*	*English*
Native Journal	*National*		*monthly*	*1*	*English*
Alberta Native News	*Regional*	*Alberta*	*monthly*	*1*	*English*
Alberta Sweetgrass	*Regional*	*Alberta*	*monthly*	*1*	*English*
Ha-Shilth-Sa	*Regional*	*British Columbia*	*25x/year*	*1*	*English*
Kahtou News	*Regional*	*British Columbia*	*monthly*	*1*	*English*
Secwepemc News	*Regional*	*British Columbia*	*monthly*	*1*	*English*
Western Native News	*Regional*	*British Columbia, Yukon*	*monthly*	*1*	*English*

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First Nations Drum	*Regional*	*Eastern Canada*	*monthly*	*1*	*English*
Natotawin	*Regional*	*Manitoba*	*weekly*	*1*	*English*
The Drum	*Regional*	*Manitoba*	*monthly*	*1*	*English*
Whispering Pines	*Regional*	*Manitoba*	*Quarterly*	*1*	*English*
Deh Cho Drum	*Regional*	*Northwest Territories*	*weekly (Thur)*	*1*	*English*
Inuvik Drum	*Regional*	*Northwest Territories*	*weekly (Thurs)*	*1*	*English*
L'Aquilon	*Regional*	*Northwest Territories*	*weekly (Fri)*	*1*	*French*
Nunatsiaq News	*Regional*	*Northwest Territories, Nunavut, Québec*	*weekly (Fri)*	*2*	*English, Inuktitut, Innuinaqtun*
NWT News/North	*Regional*	*Northwest Territories*	*weekly (Mon)*	*1*	*English*
The Hay River Hub	*Regional*	*Northwest Territories*	*weekly (Wed)*	*1*	*English*
Tusaayaksat	*Regional*	*Northwest Territories*	*bimonthly*	*2*	*English & Siglit*
The Slave River Journal	*Regional*	*Northwest Territories, Alberta*	*weekly (Wed)*	*1*	*English*
Mi'kmaq-Maliseet Nations News	*Regional*	*Nova Scotia, New Brunswick, PEI, Newfoundland, NE Québec*	*monthly*	*1*	*English*
Kivalliq News	*Regional*	*Nunavut*	*weekly (Wed)*	*2*	*English & Inuktitut*
Nunavut News/North	*Regional*	*Nunavut*	*weekly (Mon)*	*2*	*English, Inuktitut & Innuinaqtun*
Turtle Island News	*National*	*Ontario*	*weekly (Wed)*	*1*	*English*
Anishinabek News	*Regional*	*Ontario*	*11x/year*	*1*	*English*
Tansi News	*Regional*	*Ontario*	*monthly*	*1*	*English*
Tekawennake	*Regional*	*Ontario*	*weekly (Wed)*	*1*	*English*
Wawatay News	*Regional*	*Ontario*	*biweekly*	*2*	*English & Oji-Cree*
Eastern Door	*Regional*	*Québec*	*weekly (Fri)*	*1*	*English*
The Nation	*Regional*	*Québec/Ontari*	*bimonthly*	*1*	*English*

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		o			
Saskatchewan Sage	*Regional*	*Saskatchewan*	*monthly*	*1*	*English*
Opportunity North	*Regional*	*Saskatchewan*	*bimonthly*	*1*	*English*
TOTAL				***41***	

Note: Actual publications are subject to change depending upon availability at the time of placement.

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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:

Publication	Total Circulation
Aboriginal Times	*100,000*
First Nations Drum	*35,000*
Windspeaker Business Quarterly	*30,000*
Windspeaker	*25,000*
Native Journal	*15,000*
The Drum	*15,000*
Turtle Island News	*15,000*
Alberta Native News	*14,000*
Kahtou News	*12,041*
First Perspective	*10,000*
Opportunity North	*10,000*
Western Native News	*10,000*
Anishinabek News	*10,000*
Tansi News	*10,000*
NWT News/North	*9,672*
Wawatay News	*9,300*
Alberta Sweetgrass	*7,000*
The Nation	*7,000*
Saskatchewan Sage	*7,000*
Secwepemc News	*6,500*
Nunavut News/North	*6,213*
Nunatsiaq News	*6,000*
First Nation Voices	*5,000*
Mi'kmaq-Maliseet Nations News	*5,000*
Ha-Shilth-Sa	*3,200*

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The Hay River Hub	*2,542*
Whispering Pines	*2,500*
Tekawennake	*2,500*
Eastern Door	*2,500*
Tusaayaksat	*1,700*
Kivalliq News	*1,643*
Deh Cho Drum	*1,532*
Inuvik Drum	*1,470*
The Slave River Journal	*1,384*
Natotawin	*1,000*
L'Aquilon	*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.

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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 an approximate 3/4 page in the tabloid newspapers.

Newspaper	City/Area	Province	Freq.
Calgary Herald	*Calgary*	*Alberta*	*2*
Calgary Sun	*Calgary*	*Alberta*	*2*
Edmonton Journal	*Edmonton*	*Alberta*	*2*
Edmonton Sun	*Edmonton*	*Alberta*	*2*
Kamloops Daily News	*Kamloops*	*British Columbia*	*2*
Prince George Citizen	*Prince George*	*British Columbia*	*2*
Vancouver Province	*Vancouver*	*British Columbia*	*2*
Vancouver Sun	*Vancouver*	*British Columbia*	*2*
Victoria Times Colonist	*Victoria*	*British Columbia*	*2*
Winnipeg Free Press	*Winnipeg*	*Manitoba*	*2*
Winnipeg Sun	*Winnipeg*	*Manitoba*	*2*
Ottawa Le Droit	*Ottawa*	*Onario*	*2*
Sudbury Star	*Greater Sudbury*	*Ontario*	*2*
Hamilton Spectator	*Hamilton*	*Ontario*	*2*
London Free Press	*London*	*Ontario*	*2*
Ottawa Citizen	*Ottawa*	*Ontario*	*2*
Ottawa Sun	*Ottawa*	*Ontario*	*2*
Sault Ste Marie Star	*Sault Ste. Marie*	*Ontario*	*2*
Thunder Bay Chronicle-Journal	*Thunder Bay*	*Ontario*	*2*
The Globe and Mail	*Toronto*	*Ontario*	*2*
The National Post	*Toronto*	*Ontario*	*2*
Toronto Star	*Toronto*	*Ontario*	*2*
Toronto Sun	*Toronto*	*Ontario*	*2*

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La Presse	*Montreal*	*Québec*	*2*
Le Journal de Montreal	*Montreal*	*Québec*	*2*
The Montreal Gazette	*Montreal*	*Québec*	*2*
Le Journal de Québec	*Québec*	*Québec*	*2*
Le Soleil	*Québec*	*Québec*	*2*
Prince Albert Daily Herald	*Prince Albert*	*Saskatchewan*	*2*
Regina Leader-Post	*Regina*	*Saskatchewan*	*2*
Saskatoon Star Phoenix	*Saskatoon*	*Saskatchewan*	*2*
Klondike Sun	*Dawson City*	*Yukon*	*2*
L'Aurore Boreale	*Whitehorse*	*Yukon*	*2*
Whitehorse Star	*Whitehorse*	*Yukon*	*2*
Yukon News	*Whitehorse*	*Yukon*	*2*
TOTAL			***70***

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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 and the two insertions in each paper, we have determined the total adult exposures could be as much as 20 million or more.

Newspaper	Circulation
Toronto Star	*644,280*
The Globe and Mail	*395,516*
Toronto Sun	*341,626*
Le Journal de Montreal	*319,201*
La Presse (Montreal)	*268,651*
The National Post	*268,739*
Vancouver Sun	*218,880*
Vancouver Province	*181,304*
Winnipeg Free Press	*164,106*
Ottawa Citizen	*156,657*
The Montreal Gazette	*153,016*
Edmonton Journal	*143,312*
Calgary Herald	*140,728*
Le Journal de Québec	*122,109*
Hamilton Spectator	*115,302*
Le Soleil (Québec)	*113,400*
London Free Press	*104,285*
Edmonton Sun	*95,826*
Calgary Sun	*91,219*
Victoria Times Colonist	*78,451*
Saskatoon Star Phoenix	*60,499*
Regina Leader-Post	*55,218*
Ottawa Sun	*52,544*

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Winnipeg Sun	*52,197*
Ottawa Le Droit	*39,100*
Thunder Bay Chronicle-Journal	*31,224*
Sault Ste Marie Star	*18,957*
Sudbury Star	*18,710*
Prince George Citizen	*15,489*
Kamloops Daily News	*12,651*
Yukon News	*8,100*
Prince Albert Daily Herald	*7,377*
Whitehorse Star	*4,303*
L'Aurore Boreale	*1,000*
Klondike Sun	*750*
TOTAL	***4,494,727***

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21. Notice Positioning

def: Inserting notices in spots within the media that will help gain affected people's attention.

All notice placements in publications 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 generally 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.

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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:

Daypart	English A25+ GRPs	English GRP Allocation	French A25+ GRPs	French GRP Allocation
Day	*60*	*20%*	*30*	*20%*
Early News	*60*	*20%*	*30*	*20%*
Prime	*120*	*40%*	*60*	*40%*
Late Fringe	*30*	*10%*	*15*	*10%*
Cable	*30*	*10%*	*15*	*10%*
3-Week Total	***300***	***100%***	***150***	***100%***

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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 opt-out process and time frame). Earned media efforts may also generate electronic media coverage.

During each Phase, 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.

In Phase II, the informational news release will be issued within one week of approval (or one week from the lift of the stay, whichever comes later) to kick-off the program. Currently this day is anticipated to be March 22, 2007. If possible, other press releases about the launch of Phase II that the various parties may seek to issue should be issued on that date or later, to maximize news interest in the launch of Phase II, on a date when produced Court-approved notices are ready at the website or available through the call centre.

A partial listing of the press outlets that will receive the informational news release is attached in **Schedule 3.**

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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 where affected people can obtain additional information about the proposed settlement, key dates, and key documents. The website will appear in English, French, and Inuktitut.

- A contact 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.

- During Phase I, Class members can submit objections to the administrator through the website.

- During Phase II, the ability for affected people to register to receive a claim form in the mail when it is ready; and the ability to download an Opt Out Form.

- 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 projected was relatively unstable due to a small base.

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for further assurance that people will not miss the site if they don't write it down or type it 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.

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25. Community Outreach

def: In-person distribution of notice in the communities.

During Phase II, the Notice Plan will dovetail with grass-roots community outreach efforts that will be undertaken to provide the critical element of in-person distribution of Opt Out Notices to as many former students and families of former students as reasonably possible. These grass-root efforts, to be designed and undertaken chiefly by the AFN and various Inuit organizations, and possibly others, will provide additional notice exposure beyond that which will be provided through mailings and paid measurable media, and will allow for face-to-face explanations of the notices and answers to basic questions regarding the Settlement and Class members' rights and options.

The community outreach plans should include training to educate managers and on-the-ground agents of their responsibilities and role in disseminating the notices, including assuring that they clearly understand the settlement and the content of the notices.

Hilsoft Notifications will coordinate with the Government and organizations/individuals authorized to implement the community outreach programs (the "implementers"), to ensure that the programs will 1) effectively support and synchronize with this Notice Plan, and 2) provide quantitative data on Notice distribution that can be used in conjunction with our final report on the overall adequacy of notice. Specifically:

- The implementers should quantify and report on the number of notices distributed. The evaluation of the success of the community outreach for purposes of helping achieve the courts' notice plan requirements should be the net percentage of former students who receive notice through the community outreach efforts.

- All statistics reported by the implementers should distinguish, to the greatest extent possible, between former students and family members of former students.

- Implementers should track and record attendance and be sure each attendee receives a notice package.

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- Implementers should arrange "group" community meetings whenever possible, so that visits to each community are most efficient, and the ability to cover more communities is thereby possible.

- Efforts should be geographically balanced. The outreach should be designed to be fair and not provide special treatment, for example, to those living in larger clusters.

- Hilsoft Notifications should personally attend initial training "kick off" meeting(s) with regional/provincial/territorial leaders ("field managers") of the outreach efforts, to help present and explain the information in the Notices to them.

- Common questions received in the communities should be logged and reported regularly to the response handling administrator, through the lawyers, so the administrator can be attuned to them and can develop consistent answers. A designee of the administrator should be a contact point for the field managers who receive questions they do not know how to answer, so that the administrator can provide direction on how those questions are being treated at the call center. The administrator should, in turn, maintain and circulate to field managers "answers to common questions" scripts it has cleared with the lawyers, to cover anything that comes up at the call centre that requires information beyond which is handled in the Summary or Detailed Notice.

- The "agents" of the outreach programs should specifically instruct Class members that they are not able to accept Opt Out Forms directly. Opt Out Forms should be sent by Class members only directly to the administrator's opt-out mailing address.

- Prior to the community outreach launch, the implementers should specify the quantities, by language, of Summary Notices, Detailed Notices, and Opt Out Forms that they will need so that they can be fulfilled by the administrator during the initial printing process and shipped to the requested locations. Language options for these documents include: English, French, and Inuktitut.

- Implementers do not need to track participation rates (i.e., claim form requests) or opt-out statistics. This data will be tracked by the notice administrator from the forms it will receive.

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- Advertising and public service messages about the Settlement and Class members' options should not be part of the community outreach programs, as the Court-approved notices will be widely disseminated in virtually all local and national Aboriginal media and a wide array of general media (including mainstream television), thus any chance of conflicting messages will be avoided.

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26. 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 U.S. Federal Judicial Center, 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 before Canadian Courts. Indeed, Canadian Courts have recognized the importance of simple, clear, and well designed communications via notices.

- ***Bold headlines capture 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, approximately 1/3 pages in mainstream broadsheet newspapers, and approximately 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 even casual readers.

- ***Visual Approach TV and Print Media.*** The culturally relevant images of the Eagle feather, a symbol for healing, and that of a Qulliq being lit, which symbolizes light and the warmth of family and community, serve as interesting graphics for pure advertising utility, help set the Notices apart from other ads, and, even more importantly, set a respectful and sensitive

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tone for readers and viewers 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, which will be mailed and 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.

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27. *Draft Forms of Notice*

Schedule 2 of this Notice Plan contains draft forms of all Phase II 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, as well as the mainstream television networks. (It will be produced as a 60-second unit in French, owing to expansion of length when translating into French; and as a 30 or 60-second unit in various Aboriginals languages, depending on the language and length of translated text.)

- 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.

- The website page where affected people can obtain additional information and documents about the settlement, including the settlement agreement, a Detailed Notice, an Opt Out Form, and request a claim form when available, and other information, on the internet at ***www.residentialschoolsettlement.ca***

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Schedule 1

Hilsoft Notifications

Philadelphia Area Office, 123 East Broad Street, Souderton, PA 18964, (215) 721-2120, (215) 721-6886 fax

Leading expert firm for large-scale notice plan design, implementation, and analysis, for claims processes, class actions and mass tort bankruptcies ❖ 1st notice expert recognized in the U.S. in published decisions, and 1st in Canada in published decisions ❖ Brought media audience data to courts to quantify "reach" among class members—now the cornerstone for notice adequacy determinations ❖ Only notice expert to testify to Advisory Committee on Rule 23's plain language req. ❖ Asked to write and design the 'model' notices for the FJC, available at www.fjc.gov ❖ More live testimony than any other expert ❖ Court-approved notice plans withstood challenge to U.S. Supreme Court ❖ 65+ favorable judicial comments–0 unfavorable ❖ Only firm with testifying media experts qualified to perform reach calculations ❖ Numerous critiques of opposing expert inconsistencies ❖ $200 million+ in media placement experience ❖ More than 25 published articles including in law reviews ❖ Leading notice and due process speaker ❖ More than 215 cases with notices appearing in 209 countries and 52 different languages ❖ 25 MDL cases ❖ Equal work for defendants and plaintiffs ❖ Case examples include (also see www.hilsoft.com):

- Most comprehensive notice ever in a securities class action for the $1.1 billion settlement of ***In re Royal Ahold Securities and ERISA Litigation.*** Hilsee received court recognition upon settlement approval.
- Largest and most complex class action in Canadian history. Designed/implemented groundbreaking notice to disparate, remote aboriginal people in the multi-billion dollar ***In re Residential Schools Litigation.***
- Largest race-based pricing case with national settlement notice to 25 million policyholders in ***Thompson v. Metropolitan Life Ins. Co.,*** 216 F.R D. 55, 62-68 (S D. N.Y. 2003).
- Most complex notice program in history by providing worldwide notice in the $1.25 billion settlement of ***In re Holocaust Victims Assets,*** **"Swiss Banks,"** No CV-96-4849 (E.D.N.Y.). Designed/implemented all U.S. and international media notice with 500+ publications in 40 countries and 27 languages.
- The largest U.S. claims process ever. Designed/implemented multi-media notice campaign for the **U.S. Dept. of Agriculture's** $10 billion tobacco growers' transition payment program.
- 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. Opposing notice expert's reach methodology challenge rejected by court
- National publication 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). Notice program untouched when Illinois Supreme Court decertified Class.
- 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.).
- ***In re Dow Corning Corp.***, No. 95-20512-11-AJS (Bankr. E.D. Mich.). Designed global breast implant media plans (U.S. and foreign), ensuring that millions of additional women received effective notice of the bar date.
- Notice expertise cited in **Cox v. Shell Oil**, 1995 WL 775363, at *6 (Tenn. Ch. 1995). Notice evidence cited when collateral attack rejected, *Hospitality Mgmt. Assoc., Inc. v. Shell Oil* Co., 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.).

EXPERTS ON STAFF

Todd B. Hilsee, President ~ Mr. Hilsee was the first to be recognized in the U.S. and Canada as an expert on the design and adequacy of notice, as a result of his work on ***In re Domestic Air Transp. Litig.*, 141 F.R.D. 534 (N.D. Ga., 1992)**, the first of many decisions citing his pioneering use of media audience data to quantify the "net reach" of unknown class members A leading advocate of "noticeable" notices, he was the only notice expert invited to testify before the Advisory Committee on amendments to Fed. R. Civ. Proc. 23, and subsequently collaborated to write and design the illustrative "model" plain language notices for the Federal Judicial Center, available at www.fjc.gov. Todd has authored numerous articles on notice and due process including law review and journal articles, e.g , the *Georgetown Journal of Legal Ethics*, and the *Tulane Law Review.* His due process and notice educational materials have been utilized at law schools including. Harvard, Columbia, New York University, Temple and Cleveland-Marshall As a communications professional, he 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 ~ With 24 years of media advertising experience, Ms Coyle specializes in complex media planning and is the leading expert in media efforts requiring global or foreign notification dissemination among highly targeted, hard-to-reach audiences, and, when necessary, broadcast media. From finding displaced holocaust survivors throughout the world to locating Aboriginal media vehicles in remote areas of Canada, from reaching minority tobacco farmers in hundreds of rural counties to prompting responses from securities class members globally, she has overcome challenges which attest to her expertise. Her hallmark negotiations in both print and broadcast media have dramatically extended media budgets, affording effective, defensible reach. She is a Cum Laude graduate of Temple University, with a B A in Journalism, where she also received the Carlisle Award for Journalism. Barbara can be reached at bcoyle@hilsoft.com.

Gina M. Intrepido, Vice President, Media Director ~ Ms. Intrepido is the leading reach and frequency expert in the notifications field. She hails from "Madison Avenue's" BBDO Worldwide advertising agency, where she devised sophisticated media plans for major accounts such as Gillette, GE, DuPont and HBO. With over 14 years of experience in media research, planning, and buying, she has designed scores of judicially approved notice plans. Her plans include meticulous analyses and bullet-proof validation of effective reach to demographically diverse groups such as displaced Hurricane Katrina victims, homeless people, crawfish farmers, and millions of consumers, including computer purchasers, video renters and prescription drug users. Combined with intense negotiating, she crafts media programs that outperform and cost less than typical plans. Her notice plan critiques have caused other experts to revise their plans to better meet due process obligations She has also authored articles on effective class reach, notice dissemination, and CAFA issues. She holds a B A. in Advertising from Penn State University, graduating Summa Cum Laude. Gina can be reached at gintrepido@hilsoft com.

Shannon R. Wheatman Ph.D., Vice President, Notice Director ~ Dr. Wheatman joined Hilsoft Notifications after serving in the Research Division of the Federal Judicial Center in Washington, DC, where she worked with the Civil Rules Advisory Committee on class action studies and was instrumental in the development of model notices to satisfy the plain language notice amendment to Rule 23 Her research and notice expertise is further grounded in her education, including her doctorate dissertation: *The effects of plain language drafting on layperson's comprehension of class action notices.* At Hilsoft, she has composed dozens of court-approved notices, tackling the challenges of communicating complex legal content to distinct psychographic groups, ranging from rural, low income homeowners to affluent foreign stock investors, as well as broad sweeps of the U.S. population. She has authored numerous articles on class actions and other legal issues. Her Ph.D. in Social Psychology is from the University of Georgia, she also holds a Masters in Legal Studies from the University of Nebraska-Lincoln. Shannon can be reached at swheatman@hilsoft com.

Carla A. Peak, Notice Manager ~ Ms. Peak oversees creation, production, and appearance of all manner and form of Hilsoft Notifications' notices. She has successfully implemented notice in more than 35 languages involving thousands of media placements and millions of mailings in both national and international markets. She focuses on delivering the highest quality standards of notice production, as well as research into the effectiveness of notification efforts, and ensuring that expert reports are fully and accurately documented. Her consumer notification experience includes high profile notifications worldwide. She is a Cum Laude graduate of Temple University, with a B.A. in Sociology. Carla can be reached at cpeak@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 Elaine E. Bucklo, *Carnegie v. Household International*, (Aug. 28, 2006) No. 98 C 2178 (D Ct Ill.):

Class members received notice of the proposed settlement pursuant to an extensive notice program designed and implemented by Todd B. Hilsee, of Hilsoft Notifications. Mr. Hilsee has worked with the Federal Judicial Center to improve the quality of class notice. His work has been praised by numerous federal and state judges.

Judge Eldon E. Fallon, *Turner v. Murphy, USA, Inc.,* 2007 WL 283431, at *6 (E.D. La.):

Mr. Hilsee is a highly regarded expert in class action notice who has extensive experience designing and executing notice programs that have been approved by courts across the country. Furthermore, he has handled notice plans in class action cases affected by Hurricanes Katrina, Rita, and Wilma, see In re High Sulfur Content Gasoline Products Liability Litigation, MDL 1632, p. 15-16 (E.D. La. Sept. 6, 2006) (Findings of Fact and Conclusions of Law in Support of Final Approval of Class Settlement), and has recently published an article on this very subject, see Todd B. Hilsee, Gina M. Intrepido, & Shannon R. Wheatman, Hurricanes, Mobility, and Due Process: The "Desire to Inform" Requirement for Effective Class Notice is Highlighted by Katrina, 80 Tul. L.Rev 1771 (2006) (detailing obstacles and solutions to providing effective notice after Hurricane Katrina).

Judge William A. Mayhew, *Nature Guard Cement Roofing Shingles Cases.*, (June 29, 2006) J.C.C P. No. 4215 (Cal. Super. Ct.):

The method for dissemination of notice proposed by class counsel and described by the Declaration of Todd Hilsee of Hilsoft Notifications which is attached hereto as Exhibit A, constitute the fairest and best notice practicable under the circumstances of this case, comply with the applicable California Rules of Court, and satisfy due process;

Judge Sarah S. Vance, *In re Educ. Testing Serv. PLT 7-12 Test Scoring Litig.,* 447 F.Supp.2d 612, 617 (E.D. La. 2006):

At the fairness hearing, the Court received testimony from the Notice Administrator, Todd Hilsee, who described the forms and procedure used to notify class members of the proposed settlement and their rights with respect to it . . . The Court is satisfied that notice to the class fully complied with the requirements of Rule 23.

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.,* (Jan. 6, 2006) MDL-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.,* 231 F R.D. 221, 231 (S.D W. Va. 2005):

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 Michael Maloan, *Cox v. Shell Oil,* "Polybutylene Pipe Litigation", 1995 WL 775363, at *6, (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.

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.

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 Jerome E. Lebarre, *Harp v. Qwest Commc'ns,* "Arbitration Litigation", (June 21, 2002) No. 0110-10986, (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 Dewey C. Whitenton, *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 Joe E. Griffin, *Beasley v. Prudential General Insurance Company,* (June 13, 2006) No CV-2005-58-1 (Cir. Ct Ark.).

Additionally, the Court was provided with expert testimony from Todd Hilsee at the Settlement Approval Hearing concerning the adequacy of the notice program. Based on the Court's review of the evidence admitted and argument of counsel, the Court finds and concludes that the Individual Notice and the Publication Notice, as disseminated to members of the Settlement Class in accordance with provisions of the Preliminarily Approval Order, was the best notice practicable under the circumstances . . . and the requirements of due process under the Arkansas and United States Constitutions.

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 Richard G. Stearns, *In re Lupron Marketing and Sales Practice Litig.*, 228 F.R.D. 75, 96 (D. Mass. 2005):

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...

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 Catherine C. Blake, *In re Royal Ahold Securities & "ERISA" Litig.,* (June 16, 2006) MDL-1539 (D Md.):

In that regard, I would also comment on the notice. The form and scope of the notice in this case, and I'm repeating a little bit what already appeared to me to be evident at the preliminary stage, but the form and scope of the notice has been again remarkable . . . The use of sort of plain language, the targeting of publications and media, the website with the translation into multiple languages, the mailings that have been done, I think you all are to be congratulated, and Mr. Hilsee and Claims Administrator as well.

Judge Paul H. Alvarado, *Microsoft I-V Cases,* (July 6, 2004) J.C.C.P. No. 4106 (Cal. Super. Ct., J.C.C.P. No. 4106):

. . . the Court finds the notice program of the proposed Settlement was extensive and appropriate. It complied with all requirements of California law and due process. Designed by an expert in the field of class notice, Todd B. Hilsee, the notice plan alone was expected to reach at least 80% of the estimated 14.7 million class members (Hilsee Decl. Ex 3, ¶28). The Settlement notice plan was ultimately more successful than anticipated and it now appears that over 80% of the class was notified of the Settlement.

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 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 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.

Judge Elaine E. Bucklo, *Carnegie v. Household International*, (Aug. 28, 2006) No. 98 C 2178 (D Ct. Ill.):

> *. . the Notice was disseminated pursuant to a plan consisting of first class mail and publication developed by Plaintiff's notice consultant, Hilsoft Notification and Todd Hilsee, who the Court recognized as experts in the design of notice plans in class actions. The Notice by first-class mail and publication was provided in an adequate and sufficient manner; constitutes the best notice practicable under the circumstances; and satisfies all requirements of Rule 23(e) and due process*

Judge James R. Williamson, *Kline v. The Progressive Corp.*, (Nov 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 . . .*

***Williams v. Weyerhaeuser Co.,* 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 Richard G. Stearns, *In re Lupron® Marketing and Sales Practice Litig.*, (Nov. 24, 2004) MDL 1430 (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.*

***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 Samuel Conti, *Ciabattari v. Toyota Motor Sales, U.S.A., Inc.*, (Nov. 17, 2006) No. C-05-04289-SC (N.D. Cal.)·

> *After reviewing the evidence and arguments presented by the parties . . . the Court finds as follows: . . . The class members were given the best notice practicable under the circumstances, and that such notice meets the requirements of the Due Process Clause of the U.S. Constitution, and all applicable statutes and rules of court;*

Judge Stuart R. Pollak, *Microsoft I-V Cases*, (April 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 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 Ivan L.R. Lemelle, *In re High Sulfur Content Gasoline Prods. Liability Litig.,* (Nov. 8, 2006) MDL No. 1632 (E.D. La.).

> *The Notice Plan for this Class Settlement was consistent with the best practices developed for modern-style "plain English" class notices; the Court and Settling Parties invested substantial effort to ensure notice to persons displaced by the Hurricanes of 2005; and as this Court has already determined, the Notice Plan met the requirements of Rule 23 and constitutional due process.*

Judge Catherine C. Blake, *In re Royal Ahold Securities & "ERISA" Litig.,* 437 F.Supp.2d 467, 472 (D. Md. 2006):

> *The court hereby finds that the Notice and Notice Plan described herein and in the Order dated January 9, 2006 provided Class Members with the best notice practicable under the circumstances. The Notice provided due and adequate notice of these proceedings and the matters set forth herein, including the Settlement and Plan of Allocation, to all persons entitled to such notice, and the Notice fully satisfied the requirements of Rule 23 of the Federal Rules of Civil Procedure and the requirements of due process.*

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 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 Yada T. Magee, *Spitzfaden v. Dow Corning,* (March 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 Michael J. O'Malley, *Defrates v. Hollywood Entm't 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.*, (Dec. 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 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 David Flinn, *Westman v. Rogers Family Funeral Home,* (March 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,* (March 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.*

Judge John R. Padova, *Rosenberg v. Academy Collection Service, Inc.* (Dec. 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 Bernard Zimmerman, *Ting v. AT&T,* "Arbitration Litigation", 182 F.Supp.2d 902, 912-913 (N.D. Cal. 2002) (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 Robert H. Wyatt, Jr., *Gray v. New Hampshire Indemnity Co., Inc.,* (Dec. 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 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.*

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 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 & 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 Richard G. Stearns, *In re Lupron Marketing and Sales Practice Litig.*, (Nov. 23, 2004) MDL 1430 (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 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 David De Alba, *Ford Explorer Cases*, (Aug. 19, 2005) JCCP Nos. 4226 & 4270 (Cal. Super. Ct , Sacramento 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.*

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 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 Catherine C. Blake, *In re Royal Ahold Securities and "ERISA" Litig.,* (Jan. 6, 2006) MDL-1539 (D Md):

> *I do, at least preliminarily, certainly think this is a very extensive and excellent notice program that has been proposed.*

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 Eldon E. Fallon, *Turner v. Murphy, USA, Inc.,* 2007 WL 283431, at *5 (E.D. La.):

Most of the putative class members were displaced following hurricane Katrina . . . With this challenge in mind, the parties prepared a notice plan designed to reach the class members wherever they might reside. The parties retained Todd Hilsee of Hilsoft Notifications to ensure that adequate notice was given to class members in light of the unique challenges presented in this case

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 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 Catherine C. Blake, *In re Royal Ahold Securities & "ERISA" Litig.,* 2006 WL 132080, at *4 (D. Md.):

The Court further APPROVES the proposed Notice Plan, as set forth in the Affidavit of Todd B. Hilsee On International Settlement Notice Plan, dated December 19, 2005 (Docket No. 684). The Court finds that the form of Notice, the form of Summary Notice, and the Notice Plan satisfy the requirements of Fed.R.Civ.P. 23, due process, constitute the best notice practicable under the circumstances, and shall constitute due and sufficient notice to all members of the Class.

Judge John Kraetzer, *Baiz v. Mountain View Cemetery,* (April 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 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., (April 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,* (April 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 Elaine Bucklo, *In re Synthroid Marketing Litig.*, (Aug. 14, 1998) 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.* 2004 U S. Dist. LEXIS 28297, at *10 (S.D. W. Va.):

> *The Court has considered the Notice Plan and proposed 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 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 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 Paul H. Alvarado, *Microsoft I-V Cases,* (July 6, 2004) J.C.C.P. No. 4106 (Cal. Super. Ct., J.C C.P. No. 4106):

> *The notification plans concerning the pendency of this class action were devised by a recognized class notice expert, Todd B. Hilsee. Mr. Hilsee devised two separate class certification notice plans that were estimated to have reached approximately 80% of California PC owners on each occasion.*

Judge Robert E. Payne, *Fisher v. Virginia Electric & Power Co.,* (Feb 12, 2004) No. 3:02-CV-431 (E.D Va):

> *The expert, Todd B. Hilsee, is found to be reliable and credible.*

Judge Norma L. Shapiro, *First State Orthopaedics et al. v. Concentra, Inc., et al.,* (May 1, 2006) No. 2:05-CV-04951-NS (E.D. Pa.)·

> *The Court finds that dissemination of the Mailed Notice, Published Notice and Full Notice in the manner set forth here and in the Settlement Agreement meets the requirements of due process and Pennsylvania law. The Court further finds that the notice is reasonable, and constitutes due, adequate, and sufficient notice to all persons entitled to receive notice, is the best practicable notice; and is reasonably calculated, under the circumstances, to apprise members of the Settlement Class of the pendency of the Lawsuit and of their right to object or to exclude themselves from the proposed settlement.*

Judge Sarah S. Vance, *In re Educ. Testing Serv. PLT 7-12 Test Scoring Litig.,* 447 F.Supp.2d 612, 627 (E.D. La 2006).

> *At the fairness hearing, class counsel, the Special Master, notice expert Todd Hilsee, and the Court Appointed Disbursing Agent detailed the reasons for requiring claims forms . . . As Todd Hilsee pointed out in his testimony, because plaintiffs had the choice of either individualized damages or an expedited payment, to send the expedited payments with the notice has the potential of encouraging plaintiffs to forego individualized recovery for far less than value, merely by cashing the check. The obvious undesirability of this suggestion gives the unmistakable appearance that the objection was captious. The objection to the claims process for expedited payments is overruled.*

Judge Richard G. Stearns, *In re Lupron® Marketing and Sales Practice Litig.*, 228 F.R.D. 75, 96 (D. Mass. 2005):

> *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 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 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 Joe E. Griffin, *Beasley v. Prudential General Insurance Company,* (June 13, 2006) No CV-2005-58-1 (Cir Ct Ark.):

> *. . received testimony from Mr. Hilsee at the Settlement Approval Hearing concerning the success of the notice campaign, including the fact that written notice reached 97.7% of the potential Class members, the Court finds that it is unnecessary to afford a new opportunity to request exclusion to individual Class Members who had an earlier opportunity to request exclusion, but did not do so. The Court also concludes that the lack of valid objections also supports the Court's decision to not offer a second exclusion window . . . Although the Notice Campaign was highly successful and resulted in actual mailed notice being received by over 400,000 Class Members, only one Class Member attempted to file a purported objection to either the Stipulation or Class Counsels' Application for Fees. The Court finds it significant that out of over 400,000 Class Members who received mailed Notice, there was no opposition to the proposed Settlement or Class Counsels' Application for Fees, other than the single void objection. The lack of opposition by a well-noticed Class strongly supports the fairness, reasonableness and adequacy of the Stipulation and Class Counsels' Application for Fees.*

Judge James R. Williamson, Kline v. The Progressive Corp., (Nov. 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.,* 231 F.R.D. 221, 236 (S.D. W. Va. 2005):

> *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 Catherine C. Blake, *In re Royal Ahold Securities and "ERISA" Litig.,* (Nov. 2, 2006) MDL-1539 (D. Md.):

> *The global aspect of the case raised additional practical and legal complexities, as did the parallel criminal proceedings in another district. The settlement obtained is among the largest cash settlements ever in a securities class action case and represents an estimated 40% recovery of possible provable damages. The notice process appears to have been very successful not only in reaching but also in eliciting claims from a substantial percentage of those eligible for recovery.*

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., (April 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

Regional Senior Justice Winkler, *Baxter v. Canada (Attorney General),* (March 10, 2006) No. 00-CV-192059 CPA (Ont Super. Ct.):

> *The plaintiffs have retained Todd Hilsee, an expert recognized by courts in Canada and the United States in respect of the design of class action notice programs, to design an effective national notice program . . . the English versions of the Notices provided to the court on this motion are themselves plainly worded and appear to be both informative and designed to be readily understood It is contemplated that the form of notice will be published in English, French and Aboriginal languages, as appropriate for each media vehicle.*

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 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

Shannon R. Wheatman & Thomas E. Willging, *Does Attorney Choice of Forum in Class Action Litigation Really Make a Difference?* 17 CLASS ACTIONS & DERIVATIVE SUITS 1 (2007).

Todd B. Hilsee, *The "Desire to Inform" Is in Your Hands: Creatively Design Your Notice Program to Reach the Class Members and Satisfy Due Process*, AMERICAN BAR ASSOCIATION, 10th Annual Institute on Class Actions (2006).

Todd B. Hilsee, Gina M Intrepido, & Shannon R. Wheatman, *Hurricanes, Mobility and Due Process: The "Desire-to-Inform" Requirement for Effective Class Action Notice Is Highlighted by Katrina*, 80 TULANE LAW REV. 1771 (2006); reprinted in course materials for: AMERICAN BAR ASSOCIATION, 10th Annual National Institute on Class Actions (2006); NATIONAL BUSINESS INSTITUTE, Class Action Update: Today's Trends & Strategies for Success (2006).

Thomas E. Willging & Shannon R Wheatman, *Attorney Choice of Forum in Class Action Litigation: What Difference Does it Make?* 81 NOTRE DAME LAW. REV. 591 (2006).

Gina M. Intrepido, *Notice Experts May Help Resolve CAFA Removal Issues, Notification to Officials*, 6 CLASS ACTION LITIG. REP. 759 (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 GEORGETOWN JOURNAL LEGAL ETHICS 1359 (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. Miletich, *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 (2003).

Todd B. Hilsee, *So you think your notice program is acceptable? Beware: it could be rejected*, AMERICAN BAR ASSOCIATION CLASS ACTIONS (2003).

Todd B. Hilsee, *Class Action Notice*, 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 (2003).

David Romine & Todd Hilsee, *"It Ain't Over 'Til It's Over"—Class Actions Against Microsoft*, 12 CLASS ACTIONS & DERIVATIVE SUITS 2 (2002).

Todd B. Hilsee, *Class Action Notice—How, Why, When and Where the Due Process Rubber Meets the Road*, LOUISIANA STATE BAR ASSOCIATION, 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 (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 (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 (2000).

Todd B Hilsee, *Off of the Back Pages: The Evolution of Class Action Notice: An Analysis of Notice in Mullane v. Central Hanover Trust more than 50 years later*, 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. 135 (1997).

Todd B. Hilsee, *Class Action: The Role of the Media Expert*, EMPLOYMENT LITIG. REP. 19524 (1995); ASBESTOS LITIG. REP. 33279 (1995); AUTOMOTIVE LITIG. REP. 23193 (1995); MEDICAL DEVICES REPORTER 24 (1995); ASBESTOS PROPERTY LITIG. REP. 20845 (1995); TOXIC CHEMICALS LITIG. REP. 22280 (1995); DES LITIG. REP. 24310 (1995); SECURITIES AND COMMODITIES LITIG. REP. 15 (1996); AIDS LITIG. REP. 15559 (1996); LEVERAGED BUYOUTS & ACQUISITIONS LITIG. REP. 24 (1996); WRONGFUL DISCHARGE REPORT 16 (1996); CORPORATE OFFICERS AND DIRECTORS LIABILITY LITIG. REP. 19561 (1996); SEXUAL HARASSMENT LITIG. REP. 22 (1996).

PANELS, SPEAKING AND EDUCATION

"Man on the Street" Interviews with Class Members: If They Really Wanted You To Know Your Rights, Educational DVD created and utilized at: AMERICAN BAR ASSOCIATION, 10th Annual National Institute on Class Actions (2006); NATIONAL BUSINESS INSTITUTE, Class Action Update: Today's Trends & Strategies for Success (2006); GEORGETOWN UNIVERSITY LAW SCHOOL (2006); TULANE LAW SCHOOL (2007).

"Class Action Notice", NATIONAL BUSINESS INSTITUTE, Class Action Update: Today's Trends & Strategies for Success (2006). Speaker. Todd B. Hilsee.

"If You Build It, They Will Come—Crafting Creative, Coupon-Free Settlements, AMERICAN BAR ASSOCIATION, 10th Annual National Institute on Class Actions (2006). Speaker: Todd B Hilsee

"Man on the Street" Interviews with Class Members: Do You Really Want Me to Know My Rights? Educational DVD created and utilized at: COLUMBIA LAW SCHOOL (2005); NEW YORK UNIVERSITY SCHOOL OF LAW (2005); TEMPLE LAW SCHOOL (2006); CLEVELAND-MARSHALL COLLEGE OF LAW (2006); TULANE LAW SCHOOL (2007).

"How to Construct Effective Notice Campaigns to Best Protect Class Action Settlements", Lecture at: CLEVELAND-MARSHALL COLLEGE OF LAW (3/28/06). Guest Lecturer: Todd B. Hilsee.

"Judges Round Table", SUPERIOR COURT OF CALIFORNIA, County of Los Angeles, Central Civil West Court House (3/21/06). Speaker: Todd B. Hilsee

"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), (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 Action (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 August, 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:

In re Domestic Air Transp. Antitrust Litig.	N.D Ga., MDL No. 861
In re Bolar Pharm. Generic Drugs Consumer Litig.	E D. Pa , MDL No 849
In re Steel Drums Antitrust Litig.	S.D. Ohio, C-1-91-208
In re Steel Pails Antitrust Litig.	S.D Ohio, C-1-91-213
In re GM Truck Fuel Tank Prods. Liability Litig.	E D Pa , MDL No. 1112
In re Estate of Ferdinand Marcos (Human Rights Litig.)	D Hawaii, MDL No 840
Andrews v. MCI (900 Number Litig.)	S.D. Ga , CV 191-175
Harper v. MCI (900 Number Litig.)	S D Ga , CV 192-134
Kellerman v. MCI Telecomms. Corp (Long Distance Telephone Litig.)	Cir Ct. Ill., 82 CH 11065
In re Bausch & Lomb Contact Lens Litig.	N D. Ala., 94-C-1144-WW
In re Ford Motor Co. Vehicle Paint Litig.	E.D. La., 95-0485, MDL No. 1063
Castano v. Am. Tobacco	E D. La , CV 94-1044
Cox v. Shell Oil (Polybutylene Pipe Litig.)	Tenn. Ch., 18,844
Fry v. Hoercst Celanese (Polybutylene Pipe Litig.)	Cir Ct Fla., 95-6414 CA11
Meers v. Shell Oil (Polybutylene Pipe Litig.)	Cal. Super Ct., M30590
In re Amino Acid Lysine Antitrust Litig.	N.D. Ill., MDL No 1083
In re Dow Corning Corp. (Breast Implant Bankruptcy)	E D Mich , 95-20512-11-AJS
Kunhel v. CNA Ins. Companies	N J Super Ct., ATL-C-0184-94
In re Factor Concentrate Blood Prods. Litig. (Hemophiliac HIV)	N D Ill., MDL No 986
In re Ford Ignition Switch Prods. Liability Litig.	D N J., 96-CV-3125
Jordan v. A.A. Friedman (Non-Filing Ins. Litig.)	M.D. Ga., 95-52-COL
Kalhammer v. First USA (Credit Card Litig.)	Cir Ct. Cal , C96-45632010-CAL

Navarro-Rice v. First USA (Credit Card Litig.)	Cir Ct Ore , 9709-06901
Spitzfaden v. Dow Corning (Breast Implant Litig.)	La Civ. Dist Ct , 92-2589
Robinson v. Marine Midland (Finance Charge Litig.)	N D Ill , 95 C 5635
McCurdy v. Norwest Fin. Alabama	Cir. Ct Ala , CV-95-2601
Johnson v. Norwest Fin. Alabama	Cir Ct. Ala , CV-93-PT-962-S
In re Residential Doors Antitrust Litig.	E D Pa , MDL No 1039
Barnes v. Am. Tobacco Co. Inc.	E D Pa , 96-5903
Small v. Lorillard Tobacco Co. Inc.	N Y Super Ct , 110949/96
Naef v. Masonite Corp (Hardboard Siding Litig.)	Cir Ct Ala , CV-94-4033
In re Synthroid Mktg. Litig.	N D Ill , MDL No 1182
Chisolm v. Transouth Fin.	4th Cir , 97-1970
Raysick v. Quaker State Slick 50 Inc.	Dist Tex , 96-12610
Castillo v. Mike Tyson (Tyson v. Holyfield Bout)	N Y. Super Ct , 114044/97
Avery v. State Farm Auto. Ins. (Non-OEM Auto Parts Litig.)	Cir Ct Ill., 97-L-114
Walls v. The Am. Tobacco Co. Inc.	N D Okla , 97-CV-218-H
Tempest v. Rainforest Café (Securities Litig.)	D Minn., 98-CV-608
Stewart v. Avon Prods. (Securities Litig.)	E.D. Pa , 98-CV-4135
Goldenberg v. Marriott PLC Corp (Securities Litig.)	D Md , PJM 95-3461
Delay v. Hurd Millwork (Building Products Litig.)	Wash. Super Ct , 97-2-07371-0
Gutterman v. Am. Airlines (Frequent Flyer Litig.)	Cir. Ct. Ill., 95CH982
Hoeffner v. The Estate of Alan Kenneth Vieira (Un-scattered Cremated Remains Litig.)	Cal Super Ct , 97-AS 02993
In re Graphite Electrodes Antitrust Litig.	E.D. Pa , 97-CV-4182, MDL No. 1244
In re Silicone Gel Breast Implant Prods. Liability Litig., Altrichter v. INAMED	N D Ala., MDL No. 926
St. John v. Am. Home Prods. Corp. (Fen/Phen Litig.)	Wash. Super. Ct., 97-2-06368
Crane v. Hackett Assocs. (Securities Litig.)	E D. Pa , 98-5504
In re Holocaust Victims Assets Litig. (Swiss Banks Litig.)	E D. N.Y., CV-96-4849
McCall v. John Hancock (Settlement Death Benefits)	Cir. Ct N M , No. CV-2000-2818
Williams v. Weyerhaeuser Co. (Hardboard Siding Litig.)	Cal Super Ct , CV-995787
Kapustin v. YBM Magnex Int'l Inc. (Securities Litig.)	E D Pa , 98-CV-6599
Leff v. YBM Magnex Int'l Inc. (Securities Litig.)	E.D Pa , 95-CV-89
Crawley v. Chrysler Corp. (Airbag Litig.)	Pa C P , CV-4900
In re PRK/LASIK Consumer Litig.	Cal Super Ct , CV-772894
Hill v. Galaxy Cablevision	N D. Miss , 1:98CV51-D-D
Scott v. Am. Tobacco Co. Inc.	La Civ Dist Ct , 96-8461
Jacobs v. Winthrop Fin. Assocs. (Securities Litig.)	D Mass , 99-CV-11363

Int'l Comm'n on Holocaust Era Ins. Claims – Worldwide Outreach Program	Former Secretary of State Lawrence Eagleburger Commission
Bownes v. First USA Bank (Credit Card Litig.)	Cir Ct. Ala , CV-99-2479-PR
Whetman v. IKON (ERISA Litig.)	E.D Pa , Civil No 00-87
Mangone v. First USA Bank (Credit Card Litig.)	Cir. Ct Ill , 99AR672a
In re Babcock and Wilcox Co. (Asbestos Related Bankruptcy)	E D La , 00-10992
Barbanti v. W.R. Grace and Co. (Zonolite / Asbestos Litig.)	Wash Super Ct., 00201756-6
Brown v. Am. Tobacco	Cal. Super Ct , J C C.P 4042 No. 711400
Wilson v. Servier Canada Inc. (Canadian Fen/Phen Litig.)	Ont Super. Ct , 98-CV-158832
Paul and Strode v. Country Mutual Ins. Co. (Non-OEM Auto Parts Litig.)	Cir Ct Ill , 99-L-995
In re Texaco Inc. (Bankruptcy)	S.D N.Y. Nos 87 B 20142, 87 B 20143, 87 B 20144
Olinde v. Texaco (Bankruptcy, Oil Lease Litig.)	M D. La., No 96-390
Gustafson v. Bridgestone/Firestone, Inc. (Recall Related Litig.)	S D Ill , Civil No 00-612-DRH
In re Bridgestone/Firestone Tires Prods. Liability Litig.	S D. Ind , MDL No 1373
Gaynoe v. First Union Corp. (Credit Card Litig.)	N C Super Ct., No. 97-CVS-16536
Carson v. Daimler Chrysler Corp. (Fuel O-Rings Litig.)	W D Tenn , No 99-2896 TU A
Providian Credit Card Cases	Cal. Super Ct , J C.C.P No 4085
Fields v. Great Spring Waters of Am., Inc. (Bottled Water Litig.)	Cal Super Ct., No 302774
Sanders v. Great Spring Waters of Am., Inc. (Bottled Water Litig.)	Cal Super Ct , No 303549
Sims v. Allstate Ins. Co. (Diminished Auto Value Litig.)	Cir Ct. Ill , No. 99-L-393A
Peterson v. State Farm Mutual Auto. Ins. Co. (Diminished Auto Value Litig.)	Cir. Ct. Ill., No. 99-L-394A
Microsoft I-V Cases (Antitrust Litig. Mirroring Justice Dept.)	Cal. Super. Ct , J C.C P. No. 4106
Westman v. Rogers Family Funeral Home, Inc. (Remains Handling Litig.)	Cal. Super. Ct., No. C-98-03165
Rogers v. Clark Equipment Co.	Cir Ct. Ill , No. 97-L-20
Garrett v. Hurley State Bank (Credit Card Litig.)	Cir Ct. Miss , No 99-0337
Ragoonanan v. Imperial Tobacco Ltd. (Firesafe Cigarette Litig.)	Ont Super. Ct., No. 00-CV-183165 CP
Dietschi v. Am. Home Prods. Corp. (PPA Litig.)	W D Wash., No C01-0306L
Dimitrios v. CVS, Inc. (PA Act 6 Litig.)	Pa. C.P., No 99-6209
Jones v. Hewlett-Packard Co. (Inkjet Cartridge Litig.)	Cal Super. Ct , No 302887
In re Tobacco Cases II (California Tobacco Litig.)	Cal. Super. Ct., J.C C P No. 4042
Scott v. Blockbuster, Inc (Extended Viewing Fees Litig.)	136th Tex. Jud. Dist. Jefferson Co , No D 162-535
Anesthesia Care Assocs. v. Blue Cross of Cal.	Cal Super. Ct., No 986677

Ting v. AT&T (Mandatory Arbitration Litig.)	N D Cal , No C-01-2969-BZ
In re W.R. Grace & Co. (Asbestos Related Bankruptcy)	Bankr. D Del., No 01-01139-JJF
Talalai v. Cooper Tire & Rubber Co. (Tire Layer Adhesion Litig.)	N J Super Ct , Middlesex County, No. MID-L-8839-00 MT
Kent v. Daimler Chrysler Corp. (Jeep Grand Cherokee Park-to-Reverse Litig.)	N D Cal , No C01-3293-JCS
Int'l Org. of Migration – German Forced Labour Compensation Programme	Geneva, Switzerland
Madsen v. Prudential Federal Savings & Loan (Homeowner's Loan Account Litig.)	3rd Jud Dist Ct. Utah, No C79-8404
Bryant v. Wyndham Int'l., Inc. (Energy Surcharge Litig.)	Cal. Super Ct , Nos GIC 765441, GIC 777547 (Consolidated)
In re USG Corp. (Asbestos Related Bankruptcy)	Bankr. D. Del , No. 01-02094-RJN
Thompson v. Metropolitan Life Ins. Co. (Race Related Sales Practices Litig.)	S D N Y , No 00-CIV-5071 HB
Ervin v. Movie Gallery Inc. (Extended Viewing Fees)	Tenn Ch Fayette Co., No. CV-13007
Peters v. First Union Direct Bank (Credit Card Litig.)	M D. Fla , No 8 01-CV-958-T-26 TBM
National Socialist Era Compensation Fund	Republic of Austria
In re Baycol Litig.	D Minn., MDL No 1431
Claims Conference–Jewish Slave Labour Outreach Program	German Government Initiative
Wells v. Chevy Chase Bank (Credit Card Litig.)	Cir Ct. Md Balt City, No C-99-000202
Walker v. Rite Aid of PA, Inc. (PA Act 6 Litig.)	C.P Pa , No 99-6210
Myers v. Rite Aid of PA, Inc. (PA Act 6 Litig.)	C.P. Pa., No. 01-2771
In re PA Diet Drugs Litig.	C P. Pa. Phila Co , No. 9709-3162
Harp v. Qwest Communications (Mandatory Arbitration Litig.)	Circ. Ct Ore., No. 0110-10986
Tuck v. Whirlpool Corp. & Sears, Roebuck & Co. (Microwave Recall Litig.)	Cir. Ct. Ind Marion Co , No. 49C01-0111-CP-002701
Allison v. AT&T Corp. (Mandatory Arbitration Litig.)	1st Jud D C. N M., No. D-0101-CV-20020041
Kline v. The Progressive Corp.	Cir. Ct. Ill Johnson Co., No 01-L-6
Baker v. Jewel Food Stores, Inc. & Dominick's Finer Foods, Inc. (Milk Price Fixing)	Cir Ct. Ill. Cook Co , No 00-L-9664
In re Columbia/HCA Healthcare Corp. (Billing Practices Litig.)	M.D. Tenn., MDL No 1227
Foultz v. Erie Ins. Exchange (Auto Parts Litig.)	C.P Pa , No 000203053
Soders v. General Motors Corp. (Marketing Initiative Litigation)	C.P Pa., No. CI-00-04255
Nature Guard Cement Roofing Shingles Cases	Cal. Super. Ct., J.C C.P No. 4215
Curtis v. Hollywood Entm't Corp. (Additional Rental Charges)	Wash Super Ct , No. 01-2-36007-8 SEA
Defrates v. Hollywood Entm't Corp.	Cir. Ct. Ill. St Clair Co , No 02L707
Pease v. Jasper Wyman & Son, Merrill Blueberry Farms Inc., Allen's Blueberry Freezer Inc. & Cherryfield Foods Inc.	Me Super Ct , No CV-00-015

West v. G&H Seed Co. (Crawfish Farmers Litig.)	27th Jud D Ct La., No. 99-C-4984-A
Linn v. Roto-Rooter Inc. (Miscellaneous Supplies Charge)	C P Ohio, No CV-467403
McManus v. Fleetwood Enter., Inc. (RV Brake Litigation)	D Ct. Tex , No SA-99-CA-464-FB
Baiz v. Mountain View Cemetery (Burial Practices)	Cal Super. Ct , No 809869-2
Stetser v. TAP Pharm. Prods, Inc. & Abbott Laboratories (Lupron Price Litigation)	N C Super Ct., No. 01-CVS-5268
Richison v. Am. Cemwood Corp. (Roofing Durability Settlement)	Cal. Super. Ct , No. 005532
Cotten v. Ferman Mgmt. Servs. Corp.	13th Jud Cir. Fla , No. 02-08115
In re Pittsburgh Corning Corp. (Asbestos Related Bankruptcy)	Bankr. W.D Pa , No 00-22876-JKF
Mostajo v. Coast Nat'l Ins. Co.	Cal. Super Ct , No 00 CC 15165
Friedman v. Microsoft Corp. (Antitrust Litigation)	Ariz Super Ct , No. CV 2000-000722
Multinational Outreach - East Germany Property Claims	Claims Conference
Davis v. Am. Home Prods. Corp. (Norplant Contraceptive Litigation)	Civ. D. Ct. La., Div K, No. 94-11684
Walker v. Tap Pharmaceutical Prods., Inc. (Lupron Price Litigation)	N J Super Ct , No. CV CPM-L-682-01
Munsey v. Cox Communications (Late Fee Litigation)	D Ct., La., Div E, Sec. 9, No 97 19571
Gordon v. Microsoft Corp. (Antitrust Litigation)	4th Jud D. Ct Minn , No. 00-5994
Clark v. Tap Pharmaceutical Prods., Inc.	5th Dist App Ct Ill , No. 5-02-0316
Fisher v. Virginia Electric & Power Co.	E.D. Va , No 3:02-CV-431
Mantzouris v. Scarritt Motor Group, Inc.	M D Fla , No 8.03-CV-0015-T-30-MSS
Johnson v. Ethicon, Inc. (Product Liability Litigation)	Cir Ct W. Va Kanawha Co , Nos. 01-C-1530, 1531, 1533, 01-C-2491 to 2500
Schlink v. Edina Realty Title	4th Jud. D. Ct. Minn., No. 02-018380
Tawney v. Columbia Natural Res. (Oil & Gas Lease Litigation)	Cir. Ct. W Va Roane Co., No. 03-C-10E
White v. Washington Mutual, Inc. (Pre-Payment Penalty Litigation)	4th Jud. D. Ct Minn., No. CT 03-1282
Acacia Media Techs. Corp. v. Cybernet Ventures Inc, (Patent Infringement Litigation)	C D. Cal , SACV03-1803 GLT (Anx)
Bardessono v. Ford Motor Co. (15 Passenger Vans)	Wash Super. Ct., No. 32494
Gardner v. Stimson Lumber Co. (Forestex Siding Litigation)	Wash Super. Ct., No. 00-2-17633-3SEA
Poor v. Sprint Corp. (Fiber Optic Cable Litigation)	Cir. Ct. Ill Madison Co., 99-L-421
Thibodeau v. Comcast Corp.	E D Pa , No. 04-CV-1777
Cazenave v. Sheriff Charles C. Foti (Strip Search Litigation)	E D La., No. 00-CV-1246
National Assoc. of Police Orgs., Inc. v. Second Chance Body Armor, Inc. (Bullet Proof Vest Litigation)	Cir. Ct Mich. Antrim Co , 04-8018-NP
Nichols v. SmithKline Beecham Corp. (Paxil)	E.D Pa , No 00-6222
Yacout v. Federal Pacific Electric Co. (Circuit Breaker)	N J Super Ct , No. MID-L-2904-97
Lewis v. Bayer AG (Baycol)	1st Jud Dist. Ct. Pa., No. 002353

In re Educ. Testing Serv. PLT 7-12 Test Scoring Litig.	E D La , MDL-1643
Stefanyshyn v. Consol. Indus. Corp. (heat exchanger)	Ind Super. Ct , No. 79 D 01-9712-CT-59
Barnett v. Wal-Mart Stores, Inc.	Wash Super. Ct , No 01-2-24553-8 SEA
In re Serzone Prods. Liability Litig.	S D W Va , MDL No. 1477
Ford Explorer Cases	Cal Super Ct , JCCP Nos. 4226 & 4270
In re Solutia Inc. (Bankruptcy)	S D N Y , No 03-17949-PCB
In re Lupron Marketing & Sales Practices Litig.	D Mass., MDL No.1430
Morris v. Liberty Mutual Fire Ins. Co.	D Okla , No CJ-03-714
Bowling, et al. v. Pfizer Inc. (Bjork-Shiley Convexo-Concave Heart Valve)	S D Ohio, No C-1-91-256
Thibodeaux v. Conoco Philips Co.	D La , No. 2003-481
Morrow v. Conoco Inc.	D La , No. 2002-3860
Tobacco Farmer Transition Program	U S. Dept. of Agric
Perry v. Mastercard Int'l Inc.	Ariz Super Ct , No. CV2003-007154
Brown v. Credit Suisse First Boston Corp.	C D La , No. 02-13738
In re Unum Provident Corp.	D Tenn No 1 03-CV-1000
In re Ephedra Prods. Liability Litig.	D N.Y , MDL-1598
Chesnut v. Progressive Casualty Ins. Co.	Ohio C P , No 460971
Froeber v. Liberty Mutual Fire Ins. Co.	Cir. Ct Ore , No 00C15234
Luikart v. Wyeth Am. Home Prods. (Hormone Replacment)	Cir Ct. W. Va , No 04-C-127
Salkin v. MasterCard Int'l Inc. (Pennsylvania)	Pa. C P , No. 2648
Rolnik v. AT&T Wireless Servs., Inc.	N J Super Ct., No L-180-04
Singleton v. Hornell Brewing Co. Inc.	No BC 288 754
Becherer v. Qwest Commc'ns Int'l, Inc.	Cir. Ct. Ill. Clair Co., No. 02-L140
Clearview Imaging v. Progressive Consumers Ins. Co.	Cir Ct. Fla. Hillsborough Co , No. 03-4174
Mehl v. Canadian Pacific Railway, Ltd	D. N D., No A4-02-009
Murray v. IndyMac Bank. F.S.B	N D. Ill , No. 04 C 7669
Gray v. New Hampshire Indemnity Co., Inc.	Cir. Ct Ark., No CV-2002-952-2-3
George v. Ford Motor Co.	M D Tenn., No 3:04-0783
Allen v. Monsanto Co.	Cir. Ct W.Va., No 041465
Carnegie v. Household Int'l, Inc.	N D Ill , No 98-C-2178
Daniel v. AON Corp.	Cir. Ct Ill , No. 99 CH 11893
In re Royal Ahold Securities and "ERISA" Litig.	D Md , MDL 1539
In re Pharmaceutical Industry Average Wholesale Price Litig.	D Mass , MDL 1456
Meckstroth v. Toyota Motor Sales, U.S.A., Inc.	24th J D.C. No 583-318, Division O
Walton v. Ford Motor Co.	Cal Super. Ct., No SCVSS 126737
Hill v. State Farm Mutual Auto Ins. Co.	Cal. Super Ct , No BC 194491

First State Orthopaedics et al. v. Concentra, Inc., et al.	E D Pa No. 2 05-CV-04951-AB
Sauro v. Murphy Oil USA, Inc.	E D La., No 05-4427
In re High Sulfur Content Gasoline Prods. Liability Litig.	E D La., MDL No 1632
Homeless Shelter Compensation Program	City of New York
Rosenberg v. Academy Collection Service, Inc.	E D. Pa , No 04-CV-5585
Chapman v. Butler & Hosch, P.A.	2nd Jud Cir. Fla , No 2000-2879
In re Vivendi Universal, S.A. Securities Litig.	S D N.Y., No 02-CIV-5571 RJH
Desportes v. American General Assurance Co.	Ga Super Ct , No SU-04-CV-3637
In re: Propulsid Products Liability Litig.	E.D La , MDL No 1355
Baxter v. The Attorney General of Canada (Residential School Attendees)	Ont Super. Ct., 00-CV-192059 CPA
McNall v. Mastercard Int'l, Inc. (Currency Conversion Fees)	13th Tenn. Jud Dist Ct. Memphis
Lee v. Allstate	Cir. Ct. Ill. Kane Co., No. 03 LK 127
Turner v. Murphy Oil USA, Inc.	E.D La , No 2:05-CV-04206-EEF-JCW
Carter v. North Central Life Ins. Co.	D. N H., No 1 05-CV-00399-JD
Harper v. Equifax	E D Pa., No 2 04-CV-03584-TON
Beasley v. Hartford Insurance Co. of the Midwest	Cir. Ct Ark., No. CV-2005-58-1
Springer v. Biomedical Tissue Services, LTD (Human Tissue Litig.)	Cir Ct Ind Marion Co., No 1 06-CV-00332-SEB-VSS
Spence v. Microsoft Corp. (Antitrust Litig.)	Cir. Ct Wis Milwaukee Co , No 00-CV-003042
Pennington v. The Coca Cola Co. (Diet Coke)	Cir. Ct. Mo Jackson Co , No. 04-CV-208580
Sunderman v. Regeneration Technologies, Inc. (Human Tissue Litig.)	S.D. Ohio, No 1.06-CV-075-MHW
Peyroux v. The United States of America (New Orleans Levee Breech)	E D. La , No 06-2317
Chambers v. DaimlerChrysler Corp. (Neon Head Gaskets)	N C Super Ct., No. 01:CVS-1555
Ciabattari v. Toyota Motor Sales, U.S.A., Inc. (Sienna Run Flat Tires)	N.D. Cal , No C-05-04289-BZ
In re Bridgestone Securities Litig.	M D Tenn No. 3 01-CV-0017
In re Mutual Funds Investment Litig. (Market Timing)	D. Md , MDL No. 1586
Reynolds v. The Hartford Financial Services Group, Inc.	D Ore , No CV-01-1529 BR
Schwab v. Philip Morris USA, Inc.	E D N.Y , CV-04-1945
Zarebski v. Hartford Insurance Co. of the Midwest	Cir. Ct Ark., No. CV-2006-409-3
In re Parmalat Securities Litig.	S D N Y , MDL No 1653 (LAK)
Beasley v. The Reliable Life Insurance Co.	Cir. Ct Ark , No CV-2005-58-1
Satterfield v. Simon & Schuster	N D. Cal , No C-06-2893-CW
Govt. Employees Hospital Assoc. v. Serono Int., S.A.	D. Mass , 06-CA-10613-PBS
Gunderson v. F.A. Richard & Associates, Inc., et al.	14th Jud. D Ct La , No. 2004-2417-D
Perez v. Manor Care of Carrollwood	13th Jud. Cir Fla , No 06-00574-E

Schedule 2

In re Residential Schools Settlement
PHASE II - Notice File Key Code

Code	Definition
EXC2-ENG	Opt Out Form
IND-COV2-ENG	Cover Letter for Mailing to Individuals
IND-DET2-ENG	Detailed Notice for Website
IND-ENV2-ENG	Mailing Envelope
IND-FAX2-ENG	Fax Cover Letter to First Nations and other communities
IND-FAX-EDI2-ENG	Fax Cover Letter for Press Release to Media Editors
IND-FAX-ORG2-ENG	Fax Cover Letter to Organizations
IND-FAX-RAD2-ENG	Fax Cover Letter to Radio and TV stations and networks
IND-LAW-COV2-ENG	Cover Letter to Lawyers
IND-MAI2-ENG	Summary Notice for Mailing (Feather)
IND-MAI-DET2-ENG	Detailed Notice for Mailing
IND-ORG-COV2-ENG	Cover Letter for Mailing to Organizations
IND-PR2-ENG	Informational Press Release
IND-PUB2-ENG	Summary Notice for Publication (Feather)
IND-QP-COV2-ENG	Cover Letter for Mailing to Individuals with Pending Lawsuits in Quebec
IND-QP-LAW-COV2-ENG	Cover Letter to Lawyers with clients with lawsuits pending in Quebec
IND-QP-MAI2-ENG	Feather Summary Notice for Mailing to clients with lawsuits pending in Quebec
IND-RAD2-ENG	Radio Notices (Flute)
IND-TV2-ENG	Television Notice (Feather)
INU-COV2-ENG	Cover Letter for Mailing to Individuals
INU-DET2-ENG	Detailed Notice for Website
INU-ENV2-ENG	Mailing Envelope
INU-FAX2-ENG	Fax Cover Letter
INU-FAX-EDI2-ENG	Fax Cover Letter to Media Editors
INU-FAX-ORG2-ENG	Fax Cover Letter in English to Organizations
INU-FAX-RAD2-ENG	Fax Cover Letter to Radio & TV stations and networks
INU-LAW-COV2-ENG	Cover Letter to Lawyers
INU-MAI2-ENG	Summary Notice for Mailing (Qulliq)
INU-MAI-DET2-ENG	Detailed Notice for Mailing
INU-ORG-COV2-ENG	Cover Letter for Mailing to Organizations
INU-PR2-ENG	Informational Press Release
INU-PUB2-ENG	Summary Notice for Publication (Qulliq)
INU-QP-COV2-ENG	Cover Letter for Mailing to Individuals with Pending Lawsuits in Northern Quebec
INU-QP-LAW-COV2-ENG	Cover Letter to Lawyers with lawsuits pending in Northern Quebec
INU-QP-MAI2-ENG	Summary Notice for Mailing to clients with lawsuits pending in Northern Quebec (Qulliq)
INU-RAD2-ENG	Radio Notices (Drum)
INU-TV2-ENG	Television Notice (Qulliq)

NOTES:
ALL INU codes reflect graphics and content for Inuit culture
ALL IND codes reflect graphics and content for Indian, Métis and other cultures.

OPT OUT FORM

DO NOT FILL OUT THIS FORM IF YOU WANT TO APPLY FOR MONEY FROM THE SETTLEMENT. If you would like to stay in the *In re Residential Schools Class Action* settlement so that you may apply for a payment (former student), or take part in the other benefits (former students and family members), don't fill out this form. This form is for removing yourself (opting out) only. You may consult with a lawyer before you fill this out.

I want to be removed (opted out) from the settlement. I understand that if I opt out, I will not be able to get any money from this settlement—no CEP payment and no IAP payment—however I will keep any rights I may have to sue the Government or the Churches about residential schools, on my own.

I am a: ☐ *Former Student* ☐ *Family Member (but not a Former Student)*

I lived at a residential school: ☐ *Yes* ☐ *No*

I am ☐ *First Nations* ☐ *Inuit* ☐ *Métis* ☐ *Other*

PLEASE PRINT.

_____ _____
Name *Date of Birth (day/month/year)*

_____ _____
Address *City*

_____ _____ _____
Province/Territory *Postal Code* *Telephone Number*

_____
Other Name(s), for example your maiden name, or any name you may have been known by in school records

_____ _____
School(s) attended *During what year(s)*

_____ _____
School(s) attended *During what year(s)*

_____ _____
School(s) attended *During what year(s)*

_____ _____
Signature *Date*

If you want to opt out, you must mail this form, postmarked by **Month 00, 2007**, to:

Residential Schools Opt Outs
Suite 3-505, 133 Weber St. North
Waterloo, Ontario, N2J 3G9

THIS IS NOT A CLAIM FORM. If you would like to receive a claim form so that you can apply for a payment, do not fill out this Opt Out Form. Instead, call 1-866-879-4913 to register to receive a claim form by mail when it is ready Claim forms will be mailed after Month 00, 2007.

—Keep a copy of this form for your records before you mail it—

QUESTIONS? CALL TOLL-FREE 1-866-879-4913 OR VISIT WWW.RESIDENTIALSCHOOLSETTLEMENT.CA

Official Court Notice

Month 00, 2007

The Indian residential schools settlement has been approved by the Courts.

Now, former students and their families must decide whether to stay in the settlement or remove themselves (opt out) from it. Read the enclosed notices about these options carefully. The notices describe the settlement benefits and how to get them for those who stay in, and explain what it means to opt out and how to opt out.

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

The Indian residential schools settlement has been approved.

Please read this detailed notice.

This is a court authorized notice. This is not a solicitation from a lawyer.

The Indian residential schools settlement has been approved by the Courts. Now, former students and their families must decide whether to stay in the settlement or remove themselves (opt out) from it. This notice describes the settlement benefits and how to get them for those who stay in, and it explains what it means to opt out and how to opt out The settlement provides:

- At least $1.9 billion for "common experience" payments for former students who lived at the schools;
- 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 if they can also show a loss of income; and
- To benefit former students and families: $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

Family members who were not students will not get payments.

More details about these benefits are provided in the settlement agreement which is available by calling 1-866-879-4913, or going to www.residentialschoolsettlement.ca.

YOUR OPTIONS NOW:	
REQUEST A CLAIM FORM	If you are a former student and want a payment from the settlement, and you never want to sue the Government of Canada or the Churches on your own, do not opt out; instead, call now to register and a claim form will be mailed to you after Month 00, 2007. When it arrives, fill it out and return it.
REMOVE YOURSELF (OPT OUT)	If you don't want a payment, or you think you can get more money than the settlement provides by suing the Government or the Churches on your own, then you must opt out by submitting an Opt Out Form postmarked by **Month 00, 2007**.
DO NOTHING	Get no payment Give up rights to sue.

These rights and options are explained in this notice. Please read carefully.

Have a Lawsuit in Québec? If you have your own residential schools lawsuit pending in Québec, *see* question 30 and talk to your lawyer immediately about your options.

QUESTIONS? CALL TOLL-FREE 1-866-879-4913 OR VISIT WWW.RESIDENTIALSCHOOLSETTLEMENT.CA

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BASIC INFORMATION

1. Why was this notice issued?

You have a right to know about a settlement of class action lawsuits and about your options. This notice explains the lawsuits, the settlement, and your legal rights. Multiple Courts in Canada, (the "Courts") are overseeing all of the various lawsuits and class action lawsuits together known as *In re Residential Schools Class Action Litigation.* The "Defendants" are the Government of Canada ("Government") and various 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 remove themselves (opt out) 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 AFN, the Government of Canada, the Churches, as well as the class representatives and the lawyers representing them think the settlement is best for former students and their families.

5. What is the status of the settlement?

Notices were issued in June, July, and August of 2006, and then hearings were held across Canada. The Courts considered all objections to the settlement and then approved it. Now, former students and their families must decide whether to remove themselves (opt out) from the settlement. Former students who stay in the settlement may request a claim form be sent to them as soon as it is ready. Then, shortly after the opt out deadline of **Month 00, 2007**, claim forms will be mailed to former students, and then payments to those who submit valid claim forms can begin. There is a chance that if too many people opt out, the settlement will not be implemented, and no payments will ever be issued.

WHO IS COVERED BY THE SETTLEMENT?

There are approximately 80,000 living Aboriginal former students of the residential school system.

6. How do I know if I am part of the settlement?

The settlement includes former students of recognized residential schools in Canada and their family members. This includes Aboriginal people from First Nations, Inuit, Inuvialuit, and Métis communities. Those who resided at the schools and family members of former students are all included in the settlement, but may be eligible for different benefits.

7. Are day students part of the settlement?

If you attended during the day but did not live at a residential school you are not a Class member. However, if you were allowed to be on school grounds to take part in school activities you may be able to make a claim if you were abused *See* question 18.

8. 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 not on the list, you may ask that it be added. Submit the name of the school 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. If a school you suggest is not added, you may appeal that decision.

9. What if I have my own lawsuit against the Government and/or Churches?

You are included in this settlement even if you have a separate residential schools lawsuit. However, if you have a residential schools lawsuit currently pending in Québec *see* question 30 below. Read this notice carefully and talk to your lawyer as soon as possible to see how it will affect your rights to continue with your lawsuit.

10. 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

11. 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 programmes 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 programmes for former students and their families.
- **Independent Assessment Process ("IAP")** – A new independent assessment process (replacing the Government's ADR process - *See* question 17) 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 may be awarded if you also show a loss of income. Altogether, the maximum IAP amount is $430,000. Awards are based on a point system for 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. Up to $15,000 for future care is available, 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.

12. Who can get a common experience payment (CEP)?

All former students who lived at a residential school and 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.

13. What about families of former students?

Family members of residential school students will not receive payments unless the student recently died (*see* question 12). However, family members will be able to take advantage of the healing, education and other programmes funded by the settlement.

14. Will my social assistance benefits be affected if I take the CEP?

The Government is working with provincial and territorial governments, and 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

15. Will the CEP be taxable?

No. The Government has determined that CEP payments will not be taxable.

16. 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. Check with your lawyer.

17. What about my abuse claim in the Government's ADR process?

Since the settlement was approved by all the Courts, all applications to the current ADR process have ended. Anyone who applied to the ADR process before Month 00, 2006, now has a choice to continue in the ADR process or apply to the IAP. More detailed information on the IAP is in Schedule D of the Settlement Agreement which is available at www.residentialschoolsettlement.ca.

18. Who is eligible for the Independent 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. You may need a lawyer to help you with an IAP claim.

19. Can I get a CEP if I also have an IAP claim?

Yes. CEP payments are in addition to any payments for serious abuse claims under the IAP

20. Will mental health and emotional support services continue?

Yes, the settlement provides that mental health and emotional support services will be available to CEP recipients and to those former students resolving abuse claims through the IAP, as well as those participating in truth and reconciliation, or commemorative projects. Call 1-866-925-4419.

21. What am I giving up in exchange for the settlement benefits?

All former students and family members who do not remove themselves (*see* "Removing Yourself from the Settlement" below) will be releasing the Government and the Churches, and all related people and entities, from all legal claims pertaining to residential schools. The "released" claims are described in Article 11, starting on page 58, of the Settlement Agreement available at www.residentialschoolsettlement.ca or by calling 1-866-879-4913. The full Settlement Agreement describes the released claims with specific descriptions, in necessarily accurate legal terminology, so read the whole thing 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

22. How can I get a payment?

If you are a former student just call 1-866-879-4913 or go to the website and register to have a claim form mailed to you. Claim forms will be mailed after Month 00, 2007. When the claim form arrives, fill it out and send it back.

23. What if I don't have any records?

Don't worry. When you get the claim form, fill it out and send it back. The Government will use all the school records it has to verify your claim. If more information is needed, you may be contacted.

24. When will I get a payment?

The legal process is moving as fast as possible. First former students and their families have until **Month 00, 2007**, to remove themselves from the settlement. After that, claim forms will be mailed to former students who request one after seeing this notice. After you return your completed claim form, it will be processed promptly, and if you are eligible, a payment will be issued. Please be patient, and check www.residentialschoolsettlement.ca for updates

25. What about advance payments on the CEP?

As of December 31, 2006, the Government is no longer accepting applications for the Advance Payment Program. **Important**: *if you received an advance payment you will still need to fill out a claim form to get* the full CEP payment you are eligible for.

REMOVING YOURSELF (OPTING OUT) FROM THE SETTLEMENT

If you don't want a payment, or you think you can get more money than the settlement provides by suing on your own, then you must take steps to remove yourself. This is called opting out.

26. If I opt out can I get money from this settlement?

No If you opt out you will not get any settlement payment—no CEP and no IAP money. You will not be bound by anything that happens in this settlement. Your only option will be to sue the Government or the Churches, on your own. You will only keep your rights to do that if you opt out. Please check with a lawyer before opting out.

27. If I don't opt out, can I sue later?

No. By staying in the settlement, you give up the right to sue the Government, the Churches, or any Defendant in the class actions, over anything to do with residential schools. You must opt out from *this* Class to start your own lawsuit. Remember, the opt out deadline is **Month 00, 2007**.

28. How do I opt out of the settlement?

To remove yourself, you must send in an Opt Out Form. You can get one at www.residentialschoolsettlement.ca. You must mail your Opt Out Form postmarked by **Month 00, 2007** *to: Residential Schools Opt Outs, Suite 3-505, 133 Weber St. North, Waterloo, Ontario, N2J 3G9. Keep a* copy of your completed Opt Out Form.

29. Can family members opt out from the settlement?

Yes, family members can opt out of the settlement. Family members who opt out will not be bound by anything that happens in this settlement; however the only option they will have is to sue the Government or the Churches, on their own.

30. What if I have a lawsuit pending in Québec?

The process is quite different if you have a residential schools lawsuit going on in Québec. You must stop *that* lawsuit before **Month 00, 2007**, or else you will automatically be removed (opted out) from *this* settlement and you won't get a payment from this settlement. Check with your lawyer right away.

THE LAWYERS

31. Do I have a lawyer in the case?

The Court website, www.residentialschoolsettlement.ca, lists the law firms that signed onto the settlement, representing former students and family members. If you want to, you may contact one of the lawyers on the list for advice.

32. Will I have to pay a lawyer to get a CEP?

You don't need to hire and pay a lawyer to submit a claim to get a CEP. The lawyers on the list at the website have agreed not to charge a fee to help their clients apply for a CEP. Please note they are not obligated to represent new clients. But, if you have already hired a lawyer, ask if he/she will help you get a CEP without charging you a fee—he/she may be required to do so.

33. How will the lawyers be paid?

The Government will pay the lawyers listed at the website for their work on the settlement. These payments to the lawyers will not reduce the money available for former students.

34. Will I have to pay a lawyer to get an IAP payment?

You may hire a lawyer to help you to make a claim under the IAP for a serious abuse. The IAP process can be complex and you should have a lawyer assist you Lawyers, who may include the same lawyers listed at the website, will charge you additional fees for any IAP payment you get. If you are represented by a lawyer, your IAP payment 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, up to an additional 15%, plus taxes.

IF YOU DO NOTHING

35. What happens if I do nothing at all?

If you don't remove yourself before **Month 00, 2007**, you can't sue the Defendants about residential schools on your own, ever again. Payments are not automatic. If you never fill out and submit a claim form after it becomes available, you'll get no money from this settlement. There will be a four-year period to submit a claim form. The claim form will identify the deadline.

GETTING MORE INFORMATION

36. How do I get more information?

This notice summarizes the 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 call, or write with questions to Residential Schools Settlement, Suite 3-505, 133 Weber St. North, Waterloo, Ontario, N2J 3G9.

Notice Administrator for Canadian Courts
Residential Schools Settlement
Suite 3-505
133 Weber St. North
Waterloo, Ontario, N2J 3G9

Indian Residential Schools Settlement Notice - Update

Official Court Notice

FAX

Attn: Chief/Mayor and Councilors

Indian residential schools settlement – Official Court Notice

All of the Courts have approved the Indian residential schools settlement. Now, former students and their families must decide whether to stay in the settlement or remove themselves (opt out).

Read the attached notice about these options carefully. The notice describes the settlement benefits and how to get them for those who stay in, and explains what it means to opt out and how to opt out.

We are asking for your help to distribute these important notices, as you are able, because the legal rights of former students of Indian residential schools and their families are affected. 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 (linked to crisis line services), or by visiting the Court website at 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
Residential Schools Settlement
Suite 3-505
133 Weber St. North
Waterloo, Ontario N2J 3G9

Official Court Notice

FAX

Attn: Editor

PRESS RELEASE: Courts to issue further notice to former students of Canada's Indian residential schools: The settlement has been approved by the Courts and former students and family members have a choice to make.

Former students and their families must decide whether to stay in the settlement or remove themselves (opt out) from it. Notices have been issued describing the settlement benefits and how to get them for those who stay in, and explaining what it means to opt out and how to opt out.

We are asking for your help to inform former students of Indian residential schools and their families that their legal rights are affected by the settlement. Please help us, as you are able, by publishing a story in an upcoming edition of your publication. See the attached Court-ordered press release.

Learn more by calling toll free 1-866-879-4913, 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

Official Court Notice

FAX

<Insert Organization>
Attn: Executive Director

PRESS RELEASE: Courts to issue further notice to former students of Canada's Indian residential schools: The settlement has been approved by the Courts and former students have a choice to make.

Former students and their families must decide whether to stay in the settlement or remove themselves (opt out) from it. Notices have been issued describing the settlement benefits and how to get them for those who stay in, and explaining what it means to opt out and how to opt out.

We are asking for your help to distribute or make available this important information, as you are able. See the attached Court-ordered press release. Please feel free to print information regarding the settlement in any newsletter you may publish, or post the press release or 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 (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

Official Court Notice

FAX: <Insert Fax Number>

<Insert Station/Network>
Attn: Station/Network Manager

PRESS RELEASE: Courts to issue further notice to former students of Canada's Indian residential schools: The settlement has been approved by the Courts and former students and family members have a choice to make.

Former students and their families must decide whether to stay in the settlement or remove themselves (opt out) from it. Notices have been issued describing the settlement benefits and how to get them for those who stay in, and explaining what it means to opt out and how to opt out.

We are asking for your help to inform former students of Indian residential schools and their families that their legal rights are affected by the settlement. Please help us, as you are able, by broadcasting a public service announcement or informing the public through a talk show on the radio stations you oversee. See the attached Court-ordered press release.

Learn more by calling toll free 1-866-879-4913, 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

Official Court Notice

Month 00, 2007

The Indian residential schools settlement has been approved by the Courts.

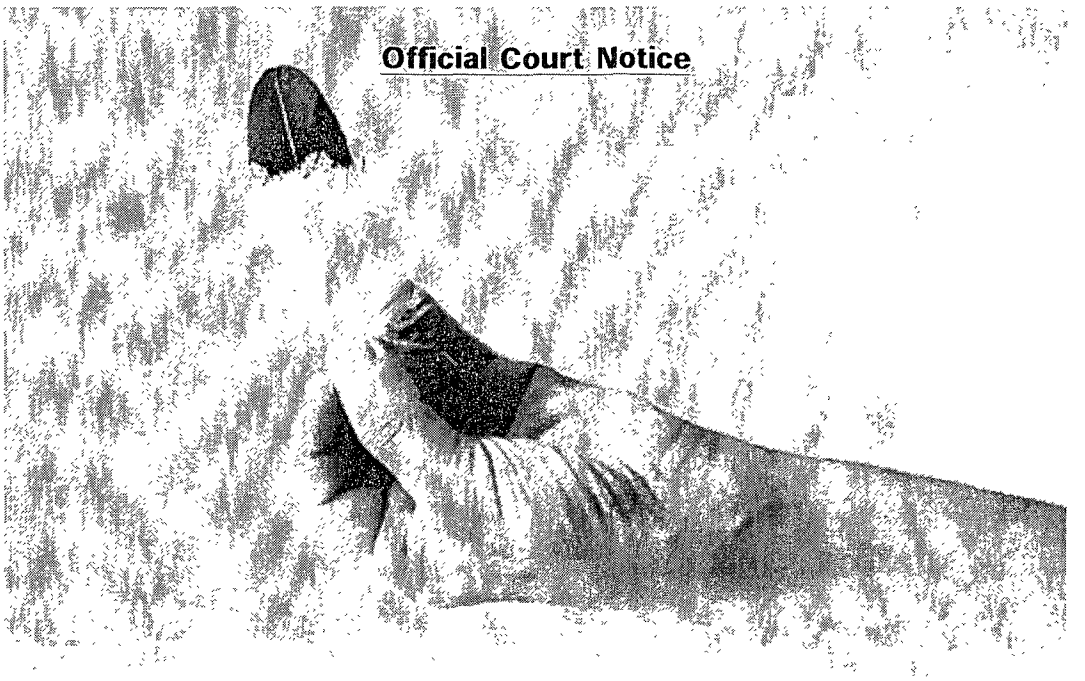
Now, former students and their families must decide whether to stay in the settlement or remove themselves (opt out) from it. The enclosed notices describe the settlement benefits and how to get them for those who stay in, and explain what it means to opt out and how to opt out.

Read the notices carefully and provide copies 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



The Indian residential schools settlement has been approved. The healing continues.

The Indian residential schools settlement has been approved by the Courts Now, former students and their families must decide whether to stay in the settlement or remove themselves (opt out). This notice describes the settlement benefits and how to get them for those who stay in, and it explains what it means to opt out and how to opt out

The settlement provides:

1) At least $1.9 billion 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—or more money if they can 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 won'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 won, settled, or lost

Eligible former students who stay in the settlement can get a payment from it Family members who were not students will not get payments However, former students—and family members—who stay in the settlement will never again be able to sue the Government of Canada, the Churches who joined in the settlement, or any other defendant in the class actions, over residential schools

If you want to stay in the settlement and receive a payment from it, complete and return the claim form when it is sent to you. If you received this notice in the mail, you will receive a claim form after Month 00, 2007.

If you opt out from the settlement you will not get any payment from it. However, former students or family members who opt out will keep any rights they may have to sue over residential schools

To opt out, you must complete, sign, and mail the enclosed Opt Out Form postmarked by **Month 00, 2007**

You don't have to hire a lawyer to opt out, but you may want to consult one before you do If you stay in the settlement, you don't have to hire and pay a lawyer to get a common experience payment Of course, you may hire your own lawyer and pay that lawyer to represent you with an abuse claim

For more information read the enclosed detailed notice, go to www residentialschoolsettlement ca where you will find the complete settlement agreement, call 1-866-879-4913, or write to Residential Schools Settlement, Suite 3-505, 133 Weber St North, Waterloo, Ontario N2J 3G9

Your Options Now

Await a Claim Form

If you are a former student and you want a payment from the settlement, and you never want to sue the Government of Canada or the Churches on your own, do not opt out, instead a claim form will be mailed to you after Month 00, 2007 When it arrives, fill it out and return it

Remove Yourself (Opt Out)

If you don't want a payment, or you think you can get more money than the settlement provides by suing the Government or the Churches on your own, then you must opt out by submitting an Opt Out Form post-marked by **Month 00, 2007**

Do Nothing: get no payment, give up rights to sue

1-866-879-4913
www.residentialschoolsettlement.ca

The Indian residential schools settlement has been approved.

Please read this detailed notice.

This is a court authorized notice. This is not a solicitation from a lawyer.

The Indian residential schools settlement has been approved by the Courts Now, former students and their families must decide whether to stay in the settlement or remove themselves (opt out) from it. This notice describes the settlement benefits and how to get them for those who stay in, and it explains what it means to opt out and how to opt out. The settlement provides:

- At least $1.9 billion for "common experience" payments for former students who lived at the schools;
- 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 if they can also show a loss of income; and
- To benefit former students and families: $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.

Family members who were not students will not get payments.

More details about these benefits are provided in the settlement agreement which is available by calling 1-866-879-4913, or going to www.residentialschoolsettlement.ca.

YOUR OPTIONS NOW:	
AWAIT A CLAIM FORM	If you are a former student and want a payment from the settlement, and you never want to sue the Government of Canada or the Churches on your own, do not opt out; instead, a claim form will be mailed to you after Month 00, 2007. When it arrives, fill it out and return it
REMOVE YOURSELF (OPT OUT)	If you don't want a payment, or you think you can get more money than the settlement provides by suing the Government or the Churches on your own, then you must remove yourself (opt out) by submitting an Opt Out Form postmarked by **Month 00, 2007**.
DO NOTHING	Get no payment. Give up rights to sue.

These rights and options are explained in this notice. Please read carefully.

Have a Lawsuit in Québec? If you have your own residential schools lawsuit pending in Québec, the process is different - *see* question 30 and talk to your lawyer immediately about your options.

QUESTIONS? CALL TOLL-FREE 1-866-879-4913 OR VISIT WWW.RESIDENTIALSCHOOLSETTLEMENT.CA

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BASIC INFORMATION

1. Why was this notice issued?

You have a right to know about a settlement of class action lawsuits and about your options This notice explains the lawsuits, the settlement, and your legal rights. Multiple Courts in Canada, (the "Courts") are overseeing all of the various lawsuits and class action lawsuits together known as *In re Residential Schools Class Action Litigation*. The "Defendants" are the Government of Canada ("Government") and various 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 remove themselves (opt out) 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 AFN, the Government of Canada, the Churches, as well as the class representatives and the lawyers representing them think the settlement is best for former students and their families.

5. What is the status of the settlement?

Notices were issued in June, July, and August of 2006, and then hearings were held across Canada. The Courts considered all objections to the settlement and then approved it. Now, former students and their families must decide whether to remove themselves (opt out) from the settlement. Then, shortly after the opt out deadline of **Month 00, 2007**, claim forms will be available for former students, and then payments to those who submit valid claim forms can begin. There is a chance that if too many people opt out, the settlement will not be implemented, and no payments will ever be issued.

WHO IS COVERED BY THE SETTLEMENT?

There are approximately 80,000 living Aboriginal former students of the residential school system.

6. How do I know if I am part of the settlement?

The settlement includes former students of recognized residential schools in Canada and their family members. This includes Aboriginal people from First Nations, Inuit, Inuvialuit, and Métis communities Those who resided at the schools and family members of former students are all included in the settlement, but may be eligible for different benefits.

7. Are day students part of the settlement?

If you attended during the day but did not live at a residential school you are not a Class member. However, if you were allowed to be on school grounds to take part in school activities you may be able to make a claim if you were abused. *See* question 18.

8. 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 not on the list, you may ask that it be added. Submit the name of the school 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. If a school you suggest is not added, you may appeal that decision.

9. What if I have my own lawsuit against the Government and/or Churches?

You are included in this settlement even if you have a separate residential schools lawsuit. However, if you have a residential schools lawsuit currently pending in Québec see question 30 below. Read this notice carefully and talk to your lawyer as soon as possible to see how it will affect your rights to continue with your lawsuit.

10. 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

11. 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 programmes 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 programmes for former students and their families.
- **Independent Assessment Process ("IAP")** – A new independent assessment process (replacing the Government's ADR process - *see* question 17) 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 may be awarded if you also show a loss of income. Altogether, the maximum IAP amount is $430,000. Awards are based on a point system for 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. Up to $15,000 for future care is available, 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.

12. Who can get a common experience payment (CEP)?

All former students who lived at a residential school and 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.

13. What about families of former students?

Family members of residential school students will not receive payments unless the student recently died (*see* question 12). However, family members will be able to take advantage of the healing, education and other programmes funded by the settlement.

14. Will my social assistance benefits be affected if I take the CEP?

The Government is working with provincial and territorial governments, and 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.

15. Will the CEP be taxable?

No. The Government has determined that CEP payments will not be taxable.

16. 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. Check with your lawyer.

17. What about my abuse claim in the Government's ADR process?

Since the settlement was approved by all the Courts, all applications to the current ADR process have ended. Anyone who applied to the ADR process before Month 00, 2006, now has a choice to continue in the ADR process or apply to the IAP. More detailed information on the IAP is in Schedule D of the Settlement Agreement which is available at www.residentialschoolsettlement.ca.

18. Who is eligible for the Independent 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. You may need a lawyer to help you with an IAP claim.

19. Can I get a CEP if I also have an IAP claim?

Yes. CEP payments are in addition to any payments for serious abuse claims under the IAP

20. Will mental health and emotional support services continue?

Yes, the settlement provides that mental health and emotional support services will be available to CEP recipients and to those former students resolving abuse claims through the IAP, as well as those participating in truth and reconciliation, or commemorative projects. Call 1-866-925-4419.

21. What am I giving up in exchange for the settlement benefits?

All former students and family members who do not remove themselves (*see* "Removing Yourself from the Settlement" below) will be releasing the Government and the Churches, and all related people and entities, from all legal claims pertaining to residential schools. The "released" claims are described in Article 11, starting on page 58, of the Settlement Agreement available at www.residentialschoolsettlement.ca or by calling 1-866-879-4913. The full Settlement Agreement describes the released claims with specific descriptions, in necessarily accurate legal terminology, so read the whole thing 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

22. How can I get a payment?

If you are a former student and you received this Notice in the mail, a claim form will be mailed to you after Month 00, 2007. When the claim form arrives, fill it out and send it back.

23. What if I don't have any records?

Don't worry. When you get the claim form, fill it out and send it back The Government will use all the school records it has to verify your claim. If more information is needed, you may be contacted.

24. When will I get a payment?

The legal process is moving as fast as possible. First former students and their families have until **Month 00, 2007**, to remove themselves from the settlement. After that, claim forms will be mailed to former students After you return your completed claim form, it will be processed promptly, and if you are eligible, a payment will be issued. Please be patient, and check www residentialschoolsettlement ca for updates.

25. What about advance payments or the CEP?

As of December 31, 2006, the Government is no longer accepting applications for the Advance Payment Program. **Important**: if you received an advance payment you will still need to fill out a claim form to get the full CEP payment you are eligible for.

REMOVING YOURSELF (OPTING OUT) FROM THE SETTLEMENT

If you don't want a payment, or you think you can get more money than the settlement provides by suing on your own, then you must take steps to remove yourself. This is called opting out.

26. If I opt out, can I get money from this settlement?

No. If you opt out you will not get any settlement payment—no CEP and no IAP money. You will not be bound by anything that happens in this settlement. Your only option will be to sue the Government or the Churches, on your own. You will only keep your rights to do that if you opt out. Please check with a lawyer before opting out

27. If I don't opt out, can I sue later?

No. By staying in the settlement, you give up the right to sue the Government, the Churches, or any Defendant in the class actions, over anything to do with residential schools You must opt out from *this* Class to start your own lawsuit. Remember, the opt out deadline is **Month 00, 2007**.

28. How do I opt out of the settlement?

To remove yourself, you must send in an Opt Out Form. If you received this notice in the mail an Opt Out Form came with it. Or you can get one at www.residentialschoolsettlement.ca. You must mail your Opt Out Form postmarked by **Month 00, 2007** to: Residential Schools Opt Outs, Suite 3-505, 133 Weber St. North, Waterloo, Ontario, N2J 3G9. Keep a copy of your completed Opt Out Form.

29. Can family members opt out of the settlement?

Yes, family members can opt out of the settlement. Family members who opt out will not be bound by anything that happens in this settlement; however the only option they will have is to sue the Government or the Churches, on their own.

30. What if I have a lawsuit pending in Québec?

The process is quite different if you have a residential schools lawsuit going on in Québec. You must stop *that* lawsuit before **Month 00, 2007**, or else you will automatically be removed (opted out) from *this* settlement and you won't get a payment from this settlement. Check with your lawyer right away.

THE LAWYERS

31. Do I have a lawyer in the case?

The Court website, www.residentialschoolsettlement.ca, lists the law firms that signed onto the settlement, representing former students and family members. If you want to, you may contact one of the lawyers on the list for advice.

32. Will I have to pay a lawyer to get a CEP?

You don't need to hire and pay a lawyer to submit a claim to get a CEP. The lawyers on the list at the website have agreed not to charge a fee to help their clients apply for a CEP. Please note that they are not obligated to represent new clients. But if you have already hired a lawyer, ask if he/she will help you get a CEP without charging you a fee—he/she may be required to do so.

33. How will the lawyers be paid?

The Government will pay the lawyers listed at the website for their work on the settlement. These payments to the lawyers will not reduce the money available for former students.

34. Will I have to pay a lawyer to get an IAP payment?

You may hire a lawyer to help you make a claim under the IAP for a serious abuse. The IAP process can be complex and you should have a lawyer assist you. Lawyers, who may include the same lawyers listed at the website, will charge you additional fees for any IAP payment you get If you are represented by a lawyer, your IAP payment 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, up to an additional 15%, plus taxes.

IF YOU DO NOTHING

35. What happens if I do nothing at all?

If you don't remove yourself before **Month 00, 2007**, you can't sue the Defendants about residential schools on your own, ever again. Payments are not automatic. If you never fill out and submit a claim form after it becomes available; you'll get no money from this settlement. There will be a four-year period to submit a claim form The claim form will identify the deadline.

GETTING MORE INFORMATION

36. How do I get more information?

This notice summarizes the 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 call, or write with questions to Residential Schools Settlement, Suite 3-505, 133 Weber St. North, Waterloo, Ontario, N2J 3G9

Official Court Notice

Month 00, 2007

The Indian residential schools settlement has been approved by the Courts.

Now, former students and their families must decide whether to stay in the settlement or remove themselves (opt out) 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. The notices describe the settlement benefits and how to get them for those who stay in, and explain what it means to opt out and how to opt out.

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 (linked to crisis line services) or by visiting www.residentialschoolsettlement.ca.

Thank you.

Sincerely,

Notice Administrator
Residential Schools Settlement
Suite 3-505
133 Weber St. North
Waterloo, Ontario N2J 3G9

For Immediate Release

Courts to issue further notice to former students of Canada's Indian residential schools and their families: the settlement has been approved by the Courts, and now former students must decide whether to opt out.

OTTAWA, ON, Month 00, 2007—The second phase of 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 that they must decide whether to stay in the settlement or remove themselves (opt out) from it by Month 00, 2007.

Notices will be distributed, published, mailed, and broadcast throughout Canada, describing the settlement benefits and how to get them for those who stay in, and explaining what it means to opt out and how to opt out.

This is the continuation of a notification programme that began in June of last year, when former students and their families learned how to give their views about the fairness of the settlement. Then, nine Courts across Canada held public hearings. All of the Courts approved the settlement after those hearings. The settlement provides.

1) At least $1.9 billion 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.

Family members who were not students will not get payments Former students who opt out will not get any payment from the settlement. However, former students or family members who opt out will keep any right they may have to sue the Government of Canada, the Churches that joined in the settlement, or any of the defendants in the class action lawsuits, over residential schools. The opt out deadline is Month 00, 2007

Those who wish to opt out must complete, sign, and mail an Opt Out Form postmarked by Month 00, 2007. The Opt Out Form is available at www.residentialschoolsettlement.ca, by calling 1-866-879-4913, or by writing to Residential Schools, Suite 3-505, 133 Weber St. North, Waterloo, Ontario N2J 3G9.

In the alternative, eligible former students who stay in the settlement can get a payment from it. However, former students—and family members—who stay in the settlement will never again be able to sue the Government of Canada, the Churches who joined in the settlement, or any other defendant in the class actions, over residential schools

Those who want to stay in the settlement and ask for a payment, may write, call 1-866-879-4913, or go to the website. Claim forms will be mailed after Month 00, 2007. 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.

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/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



The Indian residential schools settlement has been approved. The healing continues.

The Indian residential schools settlement has been approved by the Courts Now, former students and their families must decide whether to stay in the settlement or remove themselves (opt out) This notice describes the settlement benefits and how to get them for those who stay in, and it explains what it means to opt out and how to opt out.

The settlement provides:

1) At least $1.9 billion 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—or more money if they can 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 won'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 won, settled, or lost

Eligible former students who stay in the settlement can get a payment from it Family members who were not students will not get payments However, former students—and family members—who stay in the settlement will never again be able to sue the Government of Canada, the Churches who joined in the settlement, or any other defendant in the class actions, over residential schools

If you want to stay in the settlement and receive a payment from it, call 1-866-879-4913, or go to the website, and request that a claim form be sent to you as soon as it is ready

If you opt out from the settlement you will not get any payment from it However, former students or family members who opt out will keep any right they may have to sue over residential schools

To opt out, you must complete, sign, and mail an Opt Out Form postmarked by **Month 00, 2007.** You can get the form at the website below, or by calling 1-866-879-4913.

You don't have to hire a lawyer to opt out, but you may want to consult one before you do If you stay in the settlement, you don't have to hire and pay a lawyer to get a common experience payment. Of course, you may hire your own lawyer and pay that lawyer to represent you with an abuse claim.

Call 1-866-879-4913 with questions, or go to www.residentialschoolsettlement ca to read a detailed notice or the settlement agreement. You may also write with questions to Residential Schools Settlement, Suite 3-505, 133 Weber St. North, Waterloo, Ontario N2J 3G9

Your Options Now

Request a Claim Form

If you are a former student and you want a payment from the settlement, and you never want to sue the Government of Canada or the Churches on your own, do not opt out, instead, call now to register and a claim form will be mailed to you after Month 00, 2007 When it arrives, fill it out and return it

Remove Yourself (Opt Out)

If you don't want a payment, or you think you can get more money than the settlement provides by suing the Government or the Churches on your own, then you must opt out by submitting an Opt Out Form post-marked by **Month 00, 2007**

Do Nothing: get no payment, give up rights to sue

1-866-879-4913
www.residentialschoolsettlement.ca

Official Court Notice

Month 00, 2007

The Indian residential schools settlement has been approved by the Courts.

Now, former students and their families must decide whether to stay in the settlement or remove themselves (opt out) from it. The enclosed notices describe the settlement benefits and how to get them for those who stay in, and explain what it means to opt out and how to opt out.

Important: If you have a residential schools lawsuit going on in Québec you must stop that lawsuit before Month 00, 2007, or else you will be automatically removed from this settlement and you won't get a payment from it. Talk to your lawyer as soon as possible.

Read the notices 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

Official Court Notice

Month 00, 2007

The Indian residential schools settlement has been approved by the Courts.

Now, former students and their families must decide whether to stay in the settlement or remove themselves (opt out) from it. The enclosed notices describe the settlement benefits and how to get them for those who stay in, and explain what it means to opt out and how to opt out

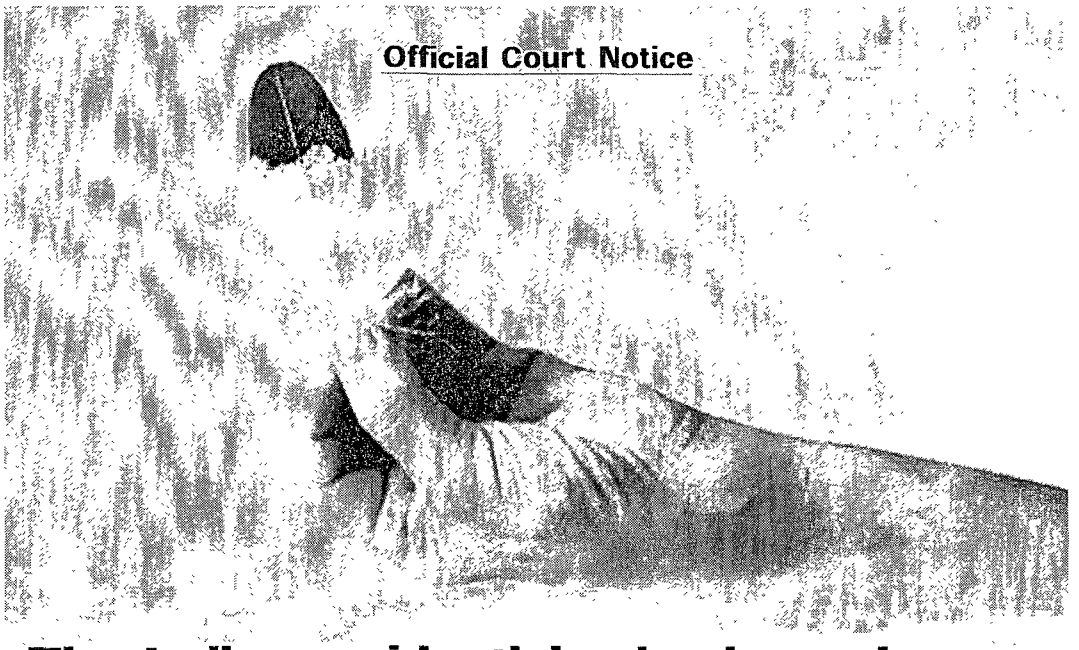
Important: If you represent someone who has a residential schools lawsuit currently pending in Quebec, they must discontinue that lawsuit before Month 00, 2007, or else they will automatically be removed from this settlement and will not be able to receive a payment or benefits from it.

Please read the notices carefully and provide copies 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



The Indian residential schools settlement has been approved. The healing continues.

The Indian residential schools settlement has been approved by the Courts Now, former students and their families must decide whether to stay in the settlement or remove themselves (opt out) This notice describes the settlement benefits and how to get them for those who stay in, and it explains what it means to opt out and how to opt out

The settlement provides

1) At least $1 9 billion 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—or more money if they can 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 won'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 won, settled, or lost.

Eligible former students who stay in the settlement can get a payment from it Family members who were not students will not get payments However, former students—and family members—who stay in the settlement will never again be able to sue the Government of Canada, the Churches who joined in the settlement, or any other defendant in the class actions, over residential schools

If you want to stay in the settlement and receive a payment from it, complete and return the claim form when it is sent to you (If you currently have a lawsuit pending in Québec, *see* below). If you received this notice in the mail, you will receive a claim form after Month 00, 2007

Your Options Now

Await a Claim Form

If you are a former student and you want a payment from the settlement, and you never want to sue the Government of Canada or the Churches on your own, *do not opt out; instead a claim form will be mailed to* you after Month 00, 2007 When it arrives, fill it out and return it.

Remove Yourself (Opt Out)

If you don't want a payment, or you think you can get more money than the settlement provides by suing the Government or the Churches on your own, then you must opt out by submitting an Opt Out Form postmarked by **Month 00, 2007**

Do Nothing: get no payment, give up rights to sue

1-866-879-4913
www.residentialschoolsettlement.ca

If you opt out from the settlement you will not get any payment from it. However, former students or family members who opt out will keep any right they may have to sue over residential schools.

To opt out, you must complete, sign, and mail the enclosed Opt Out Form postmarked by **Month 00, 2007**

Important. If you have a residential schools lawsuit going on in **Québec** you must stop that lawsuit before Month 00, 2007, or else you will be automatically removed from this settlement and you won't get a payment from it

You don't have to hire a lawyer to opt out, but you may want to consult one before you do If you stay in the settlement, you don't have to hire and pay a lawyer to get a common experience payment Of course, you may hire your own lawyer and pay that lawyer to represent you with an abuse claim

For more information read the enclosed detailed notice, go to www residentialschoolsettlement ca where you will find the complete settlement agreement, call 1-866-879-4913, or write to Residential Schools Settlement, Suite 3-505, 133 Weber St North, Waterloo, Ontario N2J 3G9

Hilsoft Notifications
Residential Schools

Radio – Phase II – "Healing" - 30 Seconds

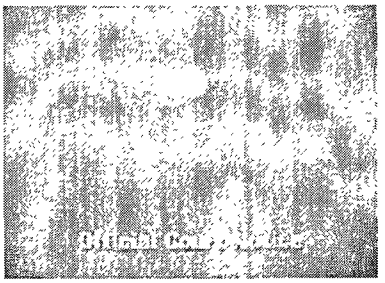
The Indian residential schools settlement has been approved by the Courts. Now, former students and their families must decide whether to stay in the settlement or remove themselves from it Former students who stay in the settlement may request a payment from it. To learn more, call 1-866-879-4913. 1-866-879-4913. The residential schools settlement. The healing continues.

Radio – Phase II – "Healing" - 60 Seconds

The Indian residential schools settlement has been approved by the Courts Now, former students and their families must decide whether to stay in the settlement or remove themselves from it. Eligible former students who stay in the settlement can get a payment from it. However, former students—and family members—who stay in the settlement will never again be able to sue the Government of Canada, the Churches who joined in the settlement, or any other defendant in the class actions, over residential schools. If you remove yourself you cannot get a payment from the settlement, but you keep any rights to sue over residential schools. To get a detailed notice, an opt out form, or to request that a claim form be sent to you when it is ready, call 1-866-879-4913, or go to www.residentialschoolsettlement.ca. 1-866-879-4913. The residential schools settlement. The healing continues.

Note: Second mention of phone may be dropped if time does not permit.

Residential Schools TV Notice Phase II: "Healing" :30 sec. Hilsoft Notifications

Video	Audio
     Background graphics may vary from Phase I execution Superimposed text subject to change	The Indian residential schools settlement has been approved by the Courts. Now, former students and their families must decide whether to stay in the settlement or remove themselves from it. Former students who stay in the settlement may request a payment. To learn more, call 1-866-879-4913. 1-866-879-4913. The residential schools settlement. The healing continues.

IND-TV2-ENG

Official Court Notice

Month 00, 2007

The residential schools settlement has been approved by the Courts.

Now, former students and their families must decide whether to stay in the settlement or remove themselves (opt out) from it. Read the enclosed notices about these options carefully. The notices describe the settlement benefits and how to get them for those who stay in, and explain what it means to opt out and how to opt out.

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

The residential schools settlement has been approved.

Please read this detailed notice.

This is a court authorized notice. This is not a solicitation from a lawyer.

The residential schools settlement has been approved by the Courts. Now, former students and their families must decide whether to stay in the settlement or remove themselves (opt out) from it This notice describes the settlement benefits and how to get them for those who stay in, and it explains what it means to opt out and how to opt out. The settlement provides:

- At least $1.9 billion for "common experience" payments for former students who lived at the schools;
- 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 if they can also show a loss of income, and
- To benefit former students and families: $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

Family members who were not students will not get payments.

More details about these benefits are provided in the settlement agreement which is available by calling 1-866-879-4913, or going to www.residentialschoolsettlement.ca.

YOUR OPTIONS NOW:	
REQUEST A CLAIM FORM	If you are a former student and want a payment from the settlement, and you never want to sue the Government of Canada or the Churches on your own, do not opt out; instead, call now to register and a claim form will be mailed to you after Month 00, 2007. When it arrives, fill it out and return it.
REMOVE YOURSELF (OPT OUT)	If you don't want a payment, or you think you can get more money than the settlement provides by suing the Government or the Churches on your own, then you must opt out by submitting an Opt Out Form postmarked by **Month 00, 2007**.
DO NOTHING	Get no payment. Give up rights to sue.

These rights and options are explained in this notice. Please read carefully.

Have a Lawsuit in Québec? If you have your own residential schools lawsuit pending in Québec, *see* question 30 and talk to your lawyer immediately about your options.

QUESTIONS? CALL TOLL-FREE 1-866-879-4913 OR VISIT WWW.RESIDENTIALSCHOOLSETTLEMENT.CA

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BASIC INFORMATION

1. Why was this notice issued?

You have a right to know about a settlement of class action lawsuits and about your options This notice explains the lawsuits, the settlement, and your legal rights. Multiple Courts in Canada, (the "Courts") are overseeing all of the various lawsuits and class action lawsuits together known as *In re Residential Schools Class Action Litigation*. The "Defendants" are the Government of Canada ("Government") and various 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 remove themselves (opt out) 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 AFN, the Government of Canada, the Churches, as well as the class representatives and the lawyers representing them think the settlement is best for former students and their families.

5. What is the status of the settlement?

Notices were issued in June, July, and August of 2006, and then hearings were held across Canada. The Courts considered all objections to the settlement and then approved it. Now, former students and their families must decide whether to remove themselves (opt out) from the settlement. Former students who stay in the settlement may request a claim form be sent to them as soon as it is ready. Then, shortly after the opt out deadline of **Month 00, 2007**, claim forms will be mailed to former students, and then payments to those who submit valid claim forms can begin. There is a chance that if too many people opt out, the settlement will not be implemented, and no payments will ever be issued

WHO IS COVERED BY THE SETTLEMENT?

There are approximately 80,000 living Aboriginal former students of the residential school system.

6. How do I know if I am part of the settlement?

The settlement includes former students of recognized residential schools in Canada and their family members. This includes Aboriginal people from First Nations, Inuit, Inuvialuit, and Métis communities. Those who resided at the schools and family members of former students are all included in the settlement, but may be eligible for different benefits.

7. Are day students part of the settlement?

If you attended during the day but did not live at a residential school you are not a Class member. However, if you were allowed to be on school grounds to take part in school activities you may be able to make a claim if you were abused. *See* question 18.

8. 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 not on the list, you may ask that it be added. Submit the name of the school 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. If a school you suggest is not added, you may appeal that decision.

9. What if I have my own lawsuit against the Government and/or Churches?

You are included in this settlement even if you have a separate residential schools lawsuit. However, if you have a residential schools lawsuit currently pending in Québec *see* question 30 below. Read this notice carefully and talk to your lawyer as soon as possible to see how it will affect your rights to continue with your lawsuit

10. 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

11. 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 programmes 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 programmes for former students and their families.
- **Independent Assessment Process ("IAP")** – A new independent assessment process (replacing the Government's ADR process - *See* question 17) 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 may be awarded if you also show a loss of income. Altogether, the maximum IAP amount is $430,000. Awards are based on a point system for 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. Up to $15,000 for future care is available, 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.

12. Who can get a common experience payment (CEP)?

All former students who lived at a residential school and 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.

13. What about families of former students?

Family members of residential school students will not receive payments unless the student recently died (*see* question 12). However, family members will be able to take advantage of the healing, education and other programmes funded by the settlement.

14. Will my social assistance benefits be affected if I take the CEP?

The Government is working with provincial and territorial governments, and 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.

15. Will the CEP be taxable?

No. The Government has determined that CEP payments will not be taxable.

16. 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. Check with your lawyer.

17. What about my abuse claim in the Government's ADR process?

Since the settlement was approved by all the Courts, all applications to the current ADR process have ended. Anyone who applied to the ADR process before Month 00, 2006, now has a choice to continue in the ADR process or apply to the IAP. More detailed information on the IAP is in Schedule D of the Settlement Agreement which is available at www.residentialschoolsettlement.ca.

18. Who is eligible for the Independent 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. You may need a lawyer to help you with an IAP claim.

19. Can I get a CEP if I also have an IAP claim?

Yes. CEP payments are in addition to any payments for serious abuse claims under the IAP.

20. Will mental health and emotional support services continue?

Yes, the settlement provides that mental health and emotional support services will be available to CEP recipients and to those former students resolving abuse claims through the IAP, as well as those participating in truth and reconciliation, or commemorative projects. Call 1-866-925-4419.

21. What am I giving up in exchange for the settlement benefits?

All former students and family members who do not remove themselves (*see* "Removing Yourself from the Settlement" below) will be releasing the Government and the Churches, and all related people and entities, from all legal claims pertaining to residential schools The "released" claims are described in Article 11, starting on page 58, of the Settlement Agreement available at www.residentialschoolsettlement.ca or by calling 1-866-879-4913. The full Settlement Agreement describes the released claims with specific descriptions, in necessarily accurate legal terminology, so read the whole thing 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

22. How can I get a payment?

If you are a former student just call 1-866-879-4913 or go to the website and register to have a claim form mailed to you. Claim forms will be mailed after Month 00, 2007. When the claim form arrives, fill it out and send it back.

23. What if I don't have any records?

Don't worry. When you get the claim form, fill it out and send it back. The Government will use all the school records it has to verify your claim. If more information is needed, you may be contacted.

24. When will I get a payment?

The legal process is moving as fast as possible. First former students and their families have until **Month 00, 2007**, to remove themselves from the settlement. After that, claim forms will be mailed to former students who request one after seeing this notice. After you return your completed claim form, it will be processed promptly, and if you are eligible, a payment will be issued. Please be patient, and check www.residentialschoolsettlement ca for updates.

25. What about advance payments on the CEP?

As of December 31, 2006, the Government is no longer accepting applications for the Advance Payment Program **Important**: if you received an advance payment you will still need to fill out a claim form to get the full CEP payment you are eligible for.

REMOVING YOURSELF (OPTING OUT) FROM THE SETTLEMENT

If you don't want a payment, or you think you can get more money than the settlement provides by suing on your own, then you must take steps to remove yourself. This is called opting out.

26. If I opt out, can I get money from this settlement?

No. If you opt out you will not get any settlement payment—no CEP and no IAP money. You will not be bound by anything that happens in this settlement. Your only option will be to sue the Government or the Churches, on your own. You will only keep your rights to do that if you opt out. Please check with a lawyer before opting out.

27. If I don't opt out, can I sue later?

No By staying in the settlement, you give up the right to sue the Government, the Churches, or any Defendant in the class actions, over anything to do with residential schools. You must opt out from *this* Class to start your own lawsuit Remember, the opt out deadline is **Month 00, 2007**.

28. How do I opt out of the settlement?

To remove yourself, you must send in an Opt Out Form. You can get one at www.residentialschoolsettlement.ca. You must mail your Opt Out Form postmarked by **Month 00, 2007** to: Residential Schools Opt Outs, Suite 3-505, 133 Weber St. North, Waterloo, Ontario, N2J 3G9. Keep a copy of your completed Opt Out Form.

29. Can family members opt out from the settlement?

Yes, family members can opt out of the settlement. Family members who opt out will not be bound by anything that happens in this settlement; however the only option they will have is to sue the Government or the Churches, on their own.

30. What if I have a lawsuit pending in Quebec?

The process is quite different if you have a residential schools lawsuit going on in Québec. You must stop *that* lawsuit before **Month 00, 2007**, or else you will automatically be removed (opted out) from *this* settlement and you won't get a payment from this settlement. Check with your lawyer right away.

THE LAWYERS

31. Do I have a lawyer in the case?

The Court website, www residentialschoolsettlement ca, lists the law firms that signed onto the settlement, representing former students and family members. If you want to, you may contact one of the lawyers on the list for advice.

32. Will I have to pay a lawyer to get a CEP?

You don't need to hire and pay a lawyer to submit a claim to get a CEP. The lawyers on the list at the website have agreed not to charge a fee to help their clients apply for a CEP. Please note they are not obligated to represent new clients. But, if you have already hired a lawyer, ask if he/she will help you get a CEP without charging you a fee—he/she may be required to do so.

33. How will the lawyers be paid?

The Government will pay the lawyers listed at the website for their work on the settlement. These payments to the lawyers will not reduce the money available for former students.

34. Will I have to pay a lawyer to get an IAP payment?

You may hire a lawyer to help you to make a claim under the IAP for a serious abuse. The IAP process can be complex and you should have a lawyer assist you. Lawyers, who may include the same lawyers listed at the website, will charge you additional fees for any IAP payment you get. If you are represented by a lawyer, your IAP payment 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, up to an additional 15%, plus taxes

IF YOU DO NOTHING

35. What happens if I do nothing at all?

If you don't remove yourself before **Month 00, 2007**, you can't sue the Defendants about residential schools on your own, ever again. Payments are not automatic. If you never fill out and submit a claim form after it becomes available, you'll get no money from this settlement. There will be a four-year period to submit a claim form. The claim form will identify the deadline.

GETTING MORE INFORMATION

36. How do I get more information?

This notice summarizes the 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 call, or write with questions to Residential Schools Settlement, Suite 3-505, 133 Weber St. North, Waterloo, Ontario, N2J 3G9.

Notice Administrator for Canadian Courts
Residential Schools Settlement
Suite 3-505
133 Weber St. North
Waterloo, Ontario, N2J 3G9

Residential Schools Settlement Notice - Update

Official Court Notice

FAX

Attn: Chief/Mayor and Councilors

Residential schools settlement – Official Court Notice

All of the courts have approved the residential schools settlement. Now, former students and their families must decide whether to stay in the settlement or remove themselves (opt out).

Read the attached notice about these options carefully. The notice describes the settlement benefits and how to get them for those who stay in, and explains what it means to opt out and how to opt out.

We are asking for your help to distribute these important notices, as you are able, because the legal rights of former students of residential schools and their families are affected. 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 (linked to crisis line services), or by visiting the Court website at 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
Residential Schools Settlement
Suite 3-505
133 Weber St. North
Waterloo, Ontario N2J 3G9

Official Court Notice

FAX

Attn: Editor

PRESS RELEASE: Courts to issue further notice to former students of Canada's residential schools: The settlement has been approved by the Courts and former students have a choice to make.

Former students and their families must decide whether to stay in the settlement or remove themselves (opt out) from it. Notices have been issued describing the settlement benefits and how to get them for those who stay in, and explaining what it means to opt out and how to opt out.

We are asking for your help to inform former students of residential schools and their families that their legal rights are affected by the settlement. Please help us, as you are able, by publishing a story in an upcoming edition of your publication. See the attached Court-ordered press release.

Learn more by calling toll free 1-866-879-4913, 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

Official Court Notice

FAX

<Insert Organization>
Attn: Executive Director

PRESS RELEASE: Courts to issue further notice to former students of Canada's residential schools: The settlement has been approved by the Courts and former students have a choice to make.

Former students and their families must decide whether to stay in the settlement or remove themselves (opt out) from it. Notices have been issued describing the settlement benefits and how to get them for those who stay in, and explaining what it means to opt out and how to opt out.

We are asking for your help to distribute or make available this important information, as you are able. See the attached Court-ordered press release. Please feel free to print information regarding the settlement in any newsletter you may publish, or post the press release or 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 (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

Official Court Notice

FAX: <Insert Fax Number>

<Insert Station/Network>
Attn: Station/Network Manager

PRESS RELEASE: Courts to issue further notice to former students of Canada's residential schools: The settlement has been approved by the Courts and former students and family members have a choice to make.

Former students and their families must decide whether to stay in the settlement or remove themselves (opt out) from it. Notices have been issued describing the settlement benefits and how to get them for those who stay in, and explaining what it means to opt out and how to opt out.

We are asking for your help to inform former students of residential schools and their families that their legal rights are affected by the settlement. Please help us, as you are able, by broadcasting a public service announcement or informing the public through a talk show on the radio stations you oversee. See the attached Court-ordered press release.

Learn more by calling toll free 1-866-879-4913, 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

Official Court Notice

Month 00, 2007

The residential schools settlement has been approved by the Courts.

Now, former students and their families must decide whether to stay in the settlement or remove themselves (opt out) from it. The enclosed notices describe the settlement benefits and how to get them for those who stay in, and explain what it means to opt out and how to opt out.

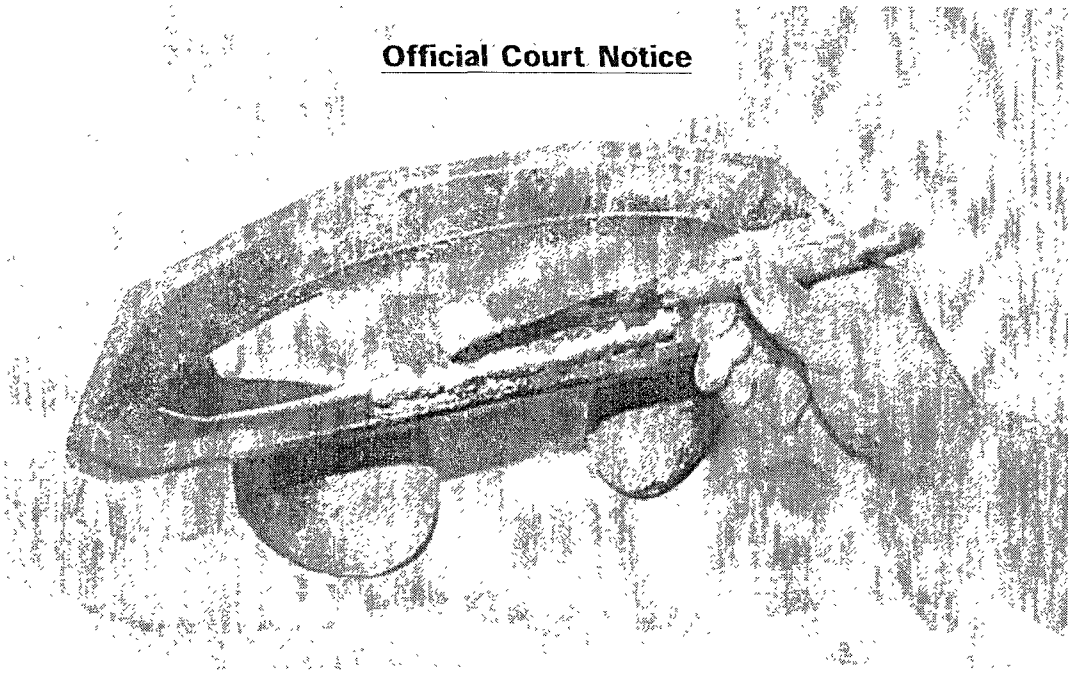
Read the notices carefully and provide copies to anyone you represent who may be a class member. To learn more, call toll free 1-866-879-4913, or visit www.residentialschoolsettlement.ca.

Thank you.

Sincerely,

Notice Administrator
Residential Schools Settlement
Suite 3-505
133 Weber St. North
Waterloo, Ontario N2J 3G9

Official Court Notice



The residential schools settlement has been approved. The healing continues.

The residential schools settlement has been approved by the Courts. Now, former students and their families must decide whether to stay in the settlement or remove themselves (opt out) This notice describes the settlement benefits and how to get them for those who stay in, and it explains what it means to opt out and how to opt out.

The settlement provides

1) At least $1 9 billion 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—or more money if they can 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 won'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 won, settled, or lost

Eligible former students who stay in the settlement can get a payment from it Family members who were not students will not get payments However, former students—and family members—who stay in the settlement will never again be able to sue the Government of Canada, the Churches who joined in the settlement, or any other defendant in the class actions, over residential schools.

If you want to stay in the settlement and receive a payment from it, complete and return the claim form when it is sent to you. If you received this notice in the mail, you will receive a claim form after Month 00, 2007.

If you opt out from the settlement you will not get any payment from it. However, former students or family members who opt out will keep any right they may have to sue over residential schools

To opt out, you must complete, sign, and mail the enclosed Opt Out Form postmarked by **Month 00, 2007**.

You don't have to hire a lawyer to opt out, but you may want to consult one before you do. If you stay in the settlement, you don't have to hire and pay a lawyer to get a common experience payment. Of course, you may hire your own lawyer and pay that lawyer to represent you with an abuse claim

For more information read the enclosed detailed notice, go to www residentialschoolsettlement ca where you will find the complete settlement agreement, call 1-866-879-4913, or write to Residential Schools Settlement, Suite 3-505, 133 Weber St North, Waterloo, Ontario N2J 3G9.

Your Options Now

Await a Claim Form

If you are a former student and you want a payment from the settlement, and you never want to sue the Government of Canada or the Churches on your own, do not opt out; instead a claim form will be mailed to you after Month 00, 2007 When it arrives, fill it out and return it

Remove Yourself (Opt Out)

If you don't want a payment, or you think you can get more money than the settlement provides by suing the Government or the Churches on your own, then you must opt out by submitting an Opt Out Form postmarked by **Month 00, 2007**

Do Nothing: get no payment, give up rights to sue

1-866-879-4913
www.residentialschoolsettlement.ca

The residential schools settlement has been approved.

Please read this detailed notice.

This is a court authorized notice. This is not a solicitation from a lawyer.

The residential schools settlement has been approved by the Courts Now, former students and their families must decide whether to stay in the settlement or remove themselves (opt out) from it. This notice describes the settlement benefits and how to get them for those who stay in, and it explains what it means to opt out and how to opt out. The settlement provides:

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- To benefit former students and families: $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.

Family members who were not students will not get payments

More details about these benefits are provided in the settlement agreement which is available by calling 1-866-879-4913, or going to www.residentialschoolsettlement.ca.

YOUR OPTIONS NOW:	
AWAIT A CLAIM FORM	If you are a former student and want a payment from the settlement, and you never want to sue the Government of Canada or the Churches on your own, do not opt out; instead, a claim form will be mailed to you after Month 00, 2007. When it arrives, fill it out and return it.
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DO NOTHING	Get no payment. Give up rights to sue.

These rights and options are explained in this notice Please read carefully.

Have a Lawsuit in Québec? If you have your own residential schools lawsuit pending in Québec, the process is different - *see* question 30 and talk to your lawyer immediately about your options.

QUESTIONS? CALL TOLL-FREE 1-866-879-4913 OR VISIT WWW.RESIDENTIALSCHOOLSETTLEMENT.CA

WHAT THIS NOTICE CONTAINS

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BASIC INFORMATION

1. Why was this notice issued?

You have a right to know about a settlement of class action lawsuits and about your options. This notice explains the lawsuits, the settlement, and your legal rights. Multiple Courts in Canada, (the "Courts") are overseeing all of the various lawsuits and class action lawsuits together known as *In re Residential Schools Class Action Litigation*. The "Defendants" are the Government of Canada ("Government") and various 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 remove themselves (opt out) 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 AFN, the Government of Canada, the Churches, as well as the class representatives and the lawyers representing them think the settlement is best for former students and their families.

5. What is the status of the settlement?

Notices were issued in June, July, and August of 2006, and then hearings were held across Canada. The Courts considered all objections to the settlement and then approved it. Now, former students and their families must decide whether to remove themselves (opt out) from the settlement. Then, shortly after the opt out deadline of **Month 00, 2007**, claim forms will be available for former students, and then payments to those who submit valid claim forms can begin. There is a chance that if too many people opt out, the settlement will not be implemented, and no payments will ever be issued.

WHO IS COVERED BY THE SETTLEMENT?

There are approximately 80,000 living Aboriginal former students of the residential school system.

6. How do I know if I am part of the settlement?

The settlement includes former students of recognized residential schools in Canada and their family members. This includes Aboriginal people from First Nations, Inuit, Inuvialuit, and Métis communities. Those who resided at the schools and family members of former students are all included in the settlement, but may be eligible for different benefits.

7. Are day students part of the settlement?

If you attended during the day but did not live at a residential school you are not a Class member. However, if you were allowed to be on school grounds to take part in school activities you may be able to make a claim if you were abused. *See* question 18.

8. 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 not on the list, you may ask that it be added. Submit the name of the school 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. If a school you suggest is not added, you may appeal that decision.

9. What if I have my own lawsuit against the Government and/or Churches?

You are included in this settlement even if you have a separate residential schools lawsuit. However, if you have a residential schools lawsuit currently pending in Québec see question 30 below. Read this notice carefully and talk to your lawyer as soon as possible to see how it will affect your rights to continue with your lawsuit.

10. 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

11. 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 programmes 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 programmes for former students and their families.
- **Independent Assessment Process ("IAP")** – A new independent assessment process (replacing the Government's ADR process - *see* question 17) 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 may be awarded if you also show a loss of income. Altogether, the maximum IAP amount is $430,000. Awards are based on a point system for 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. Up to $15,000 for future care is available, 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.

12. Who can get a common experience payment (CEP)?

All former students who lived at a residential school and 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.

13. What about families of former students?

Family members of residential school students will not receive payments unless the student recently died (*see* question 12). However, family members will be able to take advantage of the healing, education and other programmes funded by the settlement.

14. Will my social assistance benefits be affected if I take the CEP?

The Government is working with provincial and territorial governments, and 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.

15. Will the CEP be taxable?

No. The Government has determined that CEP payments will not be taxable.

16. 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. Check with your lawyer.

17. What about my abuse claim in the Government's ADR process?

Since the settlement was approved by all the Courts, all applications to the current ADR process have ended. Anyone who applied to the ADR process before Month 00, 2006, now has a choice to continue in the ADR process or apply to the IAP. More detailed information on the IAP is in Schedule D of the Settlement Agreement which is available at www.residentialschoolsettlement.ca.

18. Who is eligible for the Independent 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 You may need a lawyer to help you with an IAP claim.

19. Can I get a CEP if I also have an IAP claim?

Yes. CEP payments are in addition to any payments for serious abuse claims under the IAP

20. Will mental health and emotional support services continue?

Yes, the settlement provides that mental health and emotional support services will be available to CEP recipients and to those former students resolving abuse claims through the IAP, as well as those participating in truth and reconciliation, or commemorative projects. Call 1-866-925-4419.

21. What am I giving up in exchange for the settlement benefits?

All former students and family members who do not remove themselves (*see* "Removing Yourself from the Settlement" below) will be releasing the Government and the Churches, and all related people and entities, from all legal claims pertaining to residential schools. The "released" claims are described in Article 11, starting on page 58, of the Settlement Agreement available at www.residentialschoolsettlement.ca or by calling 1-866-879-4913. The full Settlement Agreement describes the released claims with specific descriptions, in necessarily accurate legal terminology, so read the whole thing 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

22. How can I get a payment?

If you are a former student and you received this Notice in the mail, a claim form will be mailed to you after Month 00, 2007. When the claim form arrives, fill it out and send it back.

23. What if I don't have any records?

Don't worry. When you get the claim form, fill it out and send it back. The Government will use all the school records it has to verify your claim. If more information is needed, you may be contacted.

24. When will I get a payment?

The legal process is moving as fast as possible. First former students and their families have until **Month 00, 2007**, to remove themselves from the settlement. After that, claim forms will be mailed to former students. After you return your completed claim form, it will be processed promptly, and if you are eligible, a payment will be issued. Please be patient, and check www residentialschoolsettlement.ca for updates

25. What about advance payments on the CEP?

As of December 31, 2006, the Government is no longer accepting applications for the Advance Payment Program. **Important**: if you received an advance payment you will still need to fill out a claim form to get the full CEP payment you are eligible for.

REMOVING YOURSELF (OPTING OUT) FROM THE SETTLEMENT

If you don't want a payment, or you think you can get more money than the settlement provides by suing on your own, then you must take steps to remove yourself. This is called opting out.

26. If I opt out, can I get money from this settlement?

No. If you opt out you will not get any settlement payment—no CEP and no IAP money. You will not be bound by anything that happens in this settlement. Your only option will be to sue the Government or the Churches, on your own. You will only keep your rights to do that if you opt out. Please check with a lawyer before opting out.

27. If I don't opt out, can I sue later?

No. By staying in the settlement, you give up the right to sue the Government, the Churches, or any Defendant in the class actions, over anything to do with residential schools. You must opt out from *this* Class to start your own lawsuit. Remember, the opt out deadline is **Month 00, 2007**.

28. How do I opt out of the settlement?

To remove yourself, you must send in an Opt Out Form If you received this notice in the mail an Opt Out Form came with it. Or you can get one at www.residentialschoolsettlement.ca. You must mail your Opt Out Form postmarked by **Month 00, 2007** to: Residential Schools Opt Outs, Suite 3-505, 133 Weber St. North, Waterloo, Ontario, N2J 3G9. Keep a copy of your completed Opt Out Form.

29. Can family members opt out of the settlement?

Yes, family members can opt out of the settlement. Family members who opt out will not be bound by *anything that happens in this settlement; however the only option they will have is to sue the* Government or the Churches, on their own.

30. What if I have a lawsuit pending in Québec?

The process is quite different if you have a residential schools lawsuit going on in Québec. You must stop *that* lawsuit before **Month 00, 2007**, or else you will automatically be removed (opted out) from *this* settlement and you won't get a payment from this settlement. Check with your lawyer right away.

THE LAWYERS

31. Do I have a lawyer in the case?

The Court website, www.residentialschoolsettlement.ca, lists the law firms that signed onto the settlement, representing former students and family members. If you want to, you may contact one of the lawyers on the list for advice.

32. Will I have to pay a lawyer to get a CEP?

You don't need to hire and pay a lawyer to submit a claim to get a CEP. The lawyers on the list at the website have agreed not to charge a fee to help their clients apply for a CEP. Please note that they are not obligated to represent new clients. But if you have already hired a lawyer, ask if he/she will help you get a CEP *without charging you a fee—he/she may be required to do so.*

33. How will the lawyers be paid?

The Government will pay the lawyers listed at the website for their work on the settlement. These payments to the lawyers will not reduce the money available for former students.

34. Will I have to pay a lawyer to get an IAP payment?

You may hire a lawyer to help you make a claim under the IAP for a serious abuse. The IAP process can be complex and you should have a lawyer assist you. Lawyers, who may include the same lawyers listed at the website, will charge you additional fees for any IAP payment you get. If you are represented by a lawyer, your IAP payment 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, up to an additional 15%, plus taxes

IF YOU DO NOTHING

35. What happens if I do nothing at all?

If you don't remove yourself before **Month 00, 2007**, you can't sue the Defendants about residential schools on your own, ever again. Payments are not automatic. If you never fill out and submit a claim form after it becomes available; you'll get no money from this settlement. There will be a four-year period to submit a claim form. The claim form will identify the deadline.

GETTING MORE INFORMATION

36. How do I get more information?

This notice summarizes the 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 call, or write with questions to Residential Schools Settlement, Suite 3-505, 133 Weber St. North, Waterloo, Ontario, N2J 3G9. .

Official Court Notice

Month 00, 2007

The residential schools settlement has been approved by the Courts.

Now, former students and their families must decide whether to stay in the settlement or remove themselves (opt out) 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. The notices describe the settlement benefits and how to get them for those who stay in, and explain what it means to opt out and how to opt out.

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 (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

For Immediate Release

Courts to issue further notice to former students of Canada's residential schools and their families: the settlement has been approved by the Courts, and now former students must decide whether to opt out.

OTTAWA, ON, Month 00, 2007—The second phase of a national notification programme began today, on behalf of Courts across Canada, to alert former students of the residential school system and their families that they must decide whether to stay in the settlement or remove themselves (opt out) from it by Month 00, 2007.

Notices will be distributed, published, mailed, and broadcast throughout Canada, describing the settlement benefits and how to get them for those who stay in, and explaining what it means to opt out and how to opt out.

This is the continuation of a notification programme that began in June of last year, when former students and their families learned how to give their views about the fairness of the settlement. Then, nine Courts across Canada held public hearings. All of the Courts approved the settlement after those hearings. The settlement provides.

1) At least $1.9 billion 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.

Family members who were not students will not get payments. Former students who opt out will not get any payment from the settlement. However, former students or family members who opt out will keep any right they may have to sue the Government of Canada, the Churches that joined in the settlement, or any of the defendants in the class action lawsuits, over residential schools The opt out deadline is Month 00, 2007

Those who wish to opt out must complete, sign, and mail an Opt Out Form postmarked by Month 00, 2007 The Opt Out Form is available at www residentialschoolsettlement ca, by calling 1-866-879-4913, or by writing to Residential Schools, Suite 3-505, 133 Weber St North, Waterloo, Ontario N2J 3G9.

In the alternative, eligible former students who stay in the settlement can get a payment from it. However, former students—and family members—who stay in the settlement will never again be able to sue the Government of Canada, the Churches who joined in the settlement, or any other defendant in the class actions, over residential schools.

Those who want to stay in the settlement and ask for a payment, may write, call 1-866-879-4913, or go to the website. Claim forms will be mailed after Month 00, 2007. 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.

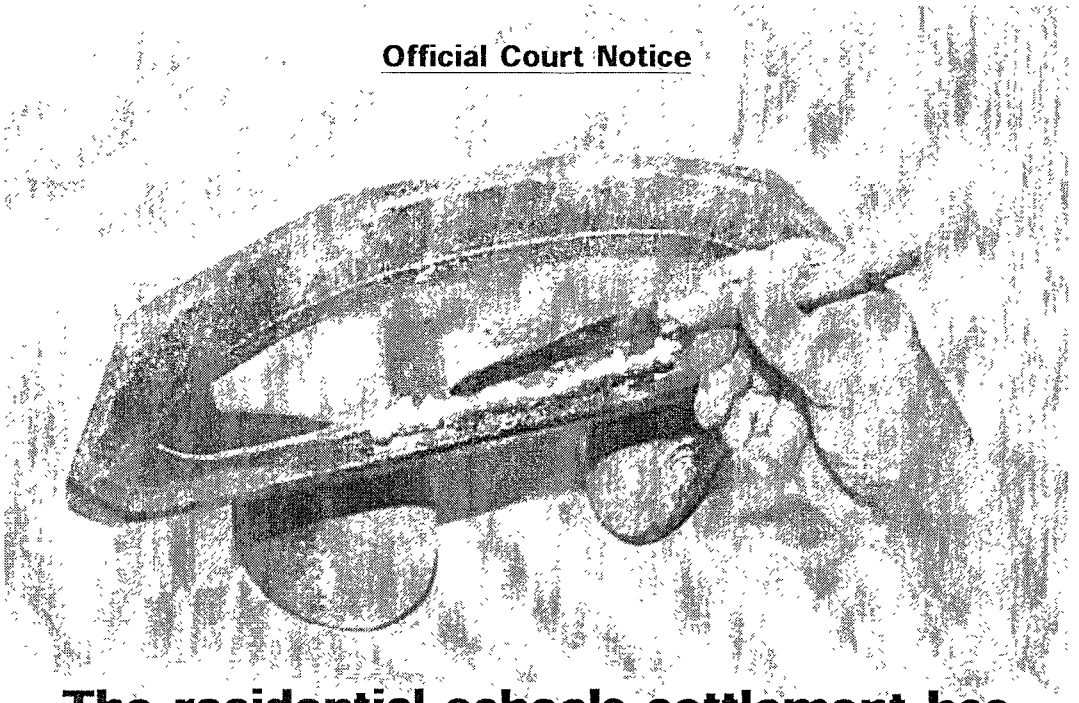
###

/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.

INU-PR2-ENG

Official Court Notice



The residential schools settlement has been approved. The healing continues.

The residential schools settlement has been approved by the Courts Now, former students and their families must decide whether to stay in the settlement or remove themselves (opt out) This notice describes the settlement benefits and how to get them for those who stay in, and it explains what it means to opt out and how to opt out.

The settlement provides

1) At least $1 9 billion 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—or more money if they can 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 won'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 won, settled, or lost

Eligible former students who stay in the settlement can get a payment from it Family members who were not students will not get payments. However, former students—and family members—who stay in the settlement will never again be able to sue the Government of Canada, the Churches who joined in the settlement, or any other defendant in the class actions, over residential schools

If you want to stay in the settlement and receive a payment from it, call 1-866-879-4913, or go to the website, and request that a claim form be sent to you as soon as it is ready

If you opt out from the settlement you will not get any payment from it However, former students or family members who opt out will keep any right they may have to sue over residential schools

To opt out, you must complete, sign, and mail an Opt Out Form postmarked by **Month 00, 2007.** You can get the form at the website below, or by calling 1-866-879-4913

You don't have to hire a lawyer to opt out, but you may want to consult one before you do If you stay in the settlement, you don't have to hire and pay a lawyer to get a common experience payment Of course, you may hire your own lawyer and pay that lawyer to represent you with an abuse claim

Call 1-866-879-4913 with questions, or go to www.residentialschoolsettlement ca to read a detailed notice or the settlement agreement You may also write with questions to Residential Schools Settlement, Suite 3-505, 133 Weber St North, Waterloo, Ontario N2J 3G9

Your Options Now

Request a Claim Form

If you are a former student and you want a payment from the settlement, and you never want to sue the Government of Canada or the Churches on your own, do not opt out, instead, call now to register and a claim form will be mailed to you after Month 00, 2007. When it arrives, fill it out and return it

Remove Yourself (Opt Out)

If you don't want a payment, or you think you can get more money than the settlement provides by suing the Government or the Churches on your own, then you must opt out by submitting an Opt Out Form post-marked by **Month 00, 2007.**

Do Nothing: get no payment, give up rights to sue

1-866-879-4913
www.residentialschoolsettlement.ca

Official Court Notice

Month 00, 2007

The residential schools settlement has been approved by the Courts.

Now, former students and their families must decide whether to stay in the settlement or remove themselves (opt out) from it. The enclosed notices describe the settlement benefits and how to get them for those who stay in, and explain what it means to opt out and how to opt out.

Important: If you have a residential schools lawsuit going on in Québec you must stop that lawsuit before Month 00, 2007, or else you will be automatically removed from this settlement and you won't get a payment from it. Talk to your lawyer as soon as possible.

Read the notices 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

Official Court Notice

Month 00, 2007

The residential schools settlement has been approved.

Now, former students and their families must decide whether to stay in the settlement or remove themselves (opt out) from it. The enclosed notices describe the settlement benefits and how to get them for those who stay in, and explain what it means to opt out and how to opt out.

Important: If you represent someone who has a residential schools lawsuit currently pending in Quebec, they must discontinue that lawsuit before Month 00, 2007, or else they will automatically be removed from this settlement and will not be able to receive a payment or benefits from it.

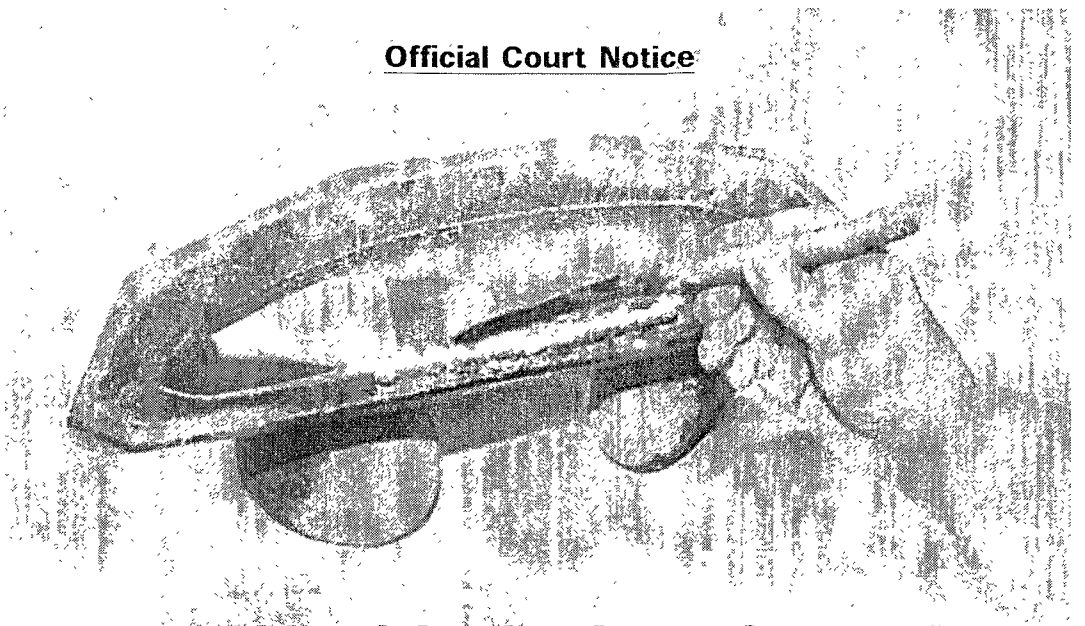
Please read the notices carefully and provide copies to anyone you represent who may be a class member. To learn more, call toll free 1-866-879-4913, or visit www.residentialschoolsettlement.ca

Thank you.

Sincerely,

Notice Administrator
Residential Schools Settlement
Suite 3-505
133 Weber St. North
Waterloo, Ontario N2J 3G9

Official Court Notice



The residential schools settlement has been approved. The healing continues.

The residential schools settlement has been approved by the Courts Now, former students and their families must decide whether to stay in the settlement or remove themselves (opt out) This notice describes the settlement benefits and how to get them for those who stay in, and it explains what it means to opt out and how to opt out

The settlement provides:

1) At least $1 9 billion 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—or more money if they can 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 won'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 won, settled, or lost

Eligible former students who stay in the settlement can get a payment from it Family members who were not students will not get payments However, former students—and family members—who stay in the settlement will never again be able to sue the Government of Canada, the Churches who joined in the settlement, or any other defendant in the class actions, over residential schools

If you want to stay in the settlement and receive a payment from it, complete and return the claim form when it is sent to you (If you currently have a lawsuit pending in Québec, *see* below) If you received this notice in the mail, you will receive a claim form after Month 00, 2007.

Your Options Now

Await a Claim Form

If you are a former student and you want a payment from the settlement, and you never want to sue the Government of Canada or the Churches on your own, do not opt out, instead a claim form will be mailed to you after Month 00, 2007. When it arrives, fill it out and return it

Remove Yourself (Opt Out)

If you don't want a payment, or you think you can get more money than the settlement provides by suing the Government or the Churches on your own, then you must opt out by submitting an Opt Out Form post-marked by **Month 00, 2007**.

Do Nothing: get no payment, give up rights to sue

1-866-879-4913
www.residentialschoolsettlement.ca

If you opt out from the settlement you will not get any payment from it. However, former students or family members who opt out will keep any right they may have to sue over residential schools

To opt out, you must complete, sign, and mail the enclosed Opt Out Form postmarked by **Month 00, 2007**.

Important: If you have a residential schools lawsuit going on in **Québec** you must stop that lawsuit before Month 00, 2007, or else you will be automatically removed from this settlement and you won't get a payment from it

You don't have to hire a lawyer to opt out, but you may want to consult one before you do If you stay in the settlement, you don't have to hire and pay a lawyer to get a common experience payment Of course, you may hire your own lawyer and pay that lawyer to represent you with an abuse claim

For more information read the enclosed detailed notice, go to www residentialschoolsettlement ca where you will find the complete settlement agreement, call 1-866-879-4913, or write to Residential Schools Settlement, Suite 3-505, 133 Weber St North, Waterloo, Ontario N2J 3G9

Hilsoft Notifications
Residential Schools

Radio – Phase II – "Healing" - 30 Seconds

The residential schools settlement has been approved by the Courts. Now, former students and their families must decide whether to stay in the settlement or remove themselves from it. Former students who stay in the settlement may request a payment from it. To learn more, call 1-866-879-4913. 1-866-879-4913. The residential schools settlement. The healing continues.

Radio – Phase II – "Healing" - 60 Seconds

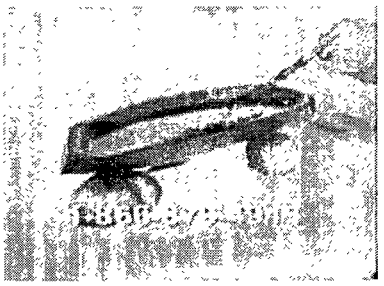
The residential schools settlement has been approved by the Courts. Now, former students and their families must decide whether to stay in the settlement or remove themselves from it. Eligible former students who stay in the settlement can get a payment from it. However, former students—and family members—who stay in the settlement will never again be able to sue the Government of Canada, the Churches who joined in the settlement, or any other defendant in the class actions, over residential schools If you remove yourself you cannot get a payment from the settlement, but you keep any rights to sue over residential schools. To get a detailed notice, an opt out form, or to request that a claim form be sent to you when it is ready, call 1-866-879-4913, or go to www.residentialschoolsettlement.ca. 1-866-879-4913. The residential schools settlement The healing continues.

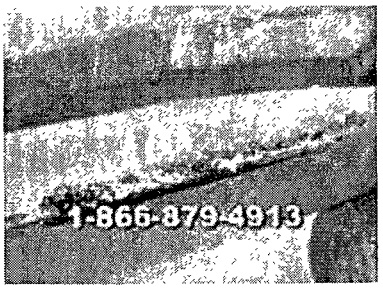
Note. Second mention of phone number may be dropped if time does not permit.

Residential Schools TV Notice Phase II: "Healing" :30 sec. Hilsoft Notifications

Video











Background graphics may vary from Phase I execution
Superimposed text subject to change

Audio

The residential schools settlement has been approved by the Courts. Now, former students and their families must decide whether to stay in the settlement or remove themselves from it. Former students who stay in the settlement may request a payment. To learn more, call 1-866-879-4913. 1-866-879-4913. The residential schools settlement. The healing continues.

Schedule 3

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
Aboriginal Times
Alberta Native News
Alberta Sweetgrass
Anishinabek News
Deh Cho Drum
Eastern Door
First Nation Voices
First Nations Drum
First Perspective
Ha-Shilth-Sa
Inuvik Drum
Kahtou News
Kivalliq News
Klondike Sun
L'Aquilon
L'Aurore Boreale
Mi'kmaq-Maliseet Nations News
Native Journal
Natotawin
Nunatsiaq News
Nunavut News/North
NWT News/North
Opportunity North
Saskatchewan Sage
Secwepemc News
Tansi News
Tekawennake
The Drum
The Hay River Hub
The Nation
The Slave River Journal
Turtle Island News
Tusaayaksat
Wawatay News
Western Native News

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Whispering Pines
Whitehorse Star
Windspeaker
Windspeaker Business Quarterly
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

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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
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

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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
Infomart/DIALOG
Jonquière CFRS-TV/CKRS-TV
Kamloops CFJC-AM/CIFM-FM
Kamloops CHNL-AM/CKRV-FM
Kelowna CHBC-TV
Kelowna CKIQ-AM
Kelowna CKOV-AM/CKLZ-FM
Kentville CKEN-AM
Kingston CKLC-AM/CFLY-FM/CHXL-FM
Kingston CKWS-TV
Kitchener CHYM-AM/CKGL-FM
Kitchener CKCO-TV
Kitchener-Waterloo Record
La Presse Canadienne (Montréal) (Québec)
La Ronge CBKA-FM
La Tuque CFLM-AM
Labrador CBDQ-AM
Labrador CBNLT-TV
Labrador CFGB-AM
Lac Etchemin CFIN-FM
Lachute CJLA-FM
Laval CFGL-AM
Le Réseau TVA Inc.
Les Escoumins CHME-FM
Lethbridge CISA-TV
Lethbridge CJOC-AM/CFRV-FM
Levis-Lauzon CFCM-FM
London CFPL-TV
London CIQM-FM
London Free Press

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Longueuil CIEL-FM
Magog CIMO-FM
Manitoba Television Network
Maniwaki CHGA-FM
Maritime Broadcasting System
Matane CHRM-AM/CHOE-FM
Medicine Hat CHAT-AM/TV/CJCY-AM
Medicine Hat News
Moncton CBA-AM/FM
Moncton CBAF-FM/CBAFT-TV
Moncton CJMO-FM
Moncton CKCW-AM/CFQM-FM
Mont Laurier CFLO-AM
Montmagny CFEL-FM
Montreal bureau, Globe & Mail
Montreal bureau, National Post
Montréal CBF-AM/FM/CBFT-TV
Montreal CBM-AM/FM
Montreal CBMT-TV
Montréal CFJP-TV
Montréal CFTM-TV/Ste-Foy CFCM-TV/CKMI-TV
Montreal CHOM-FM
Montréal CIBL-FM
Montréal CINQ-FM
Montreal CIQC-AM/CFQR-FM
Montréal CIVM-TV
Montreal CJAD-AM
Montréal CKAC-AM
Montréal CKMF-FM
Montreal CKMI-TV
Montreal 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

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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
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

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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
Sherbrooke La Tribune
Sorel CJSO-FM
Southam News Service
St. Boniface CKSB-AM
St. Catharines CHRE-FM
St. Catharines CHSC-AM
St. John's CBN-AM/FM
St. John's CBNT-TV
St. John's CJYQ-AM/CKIX-FM
St. John's Evening Telegram
St. John's VOCM-AM/FM
Ste. Foy CBV-AM/FM/CBVT-TV
Ste-Adele CIME-FM
Ste-Anne des Monts CJMC-AM
Ste-Foy CBV-AM/FM/CBVT

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Ste-Marie CJVL-FM
Sterling News Service
St-Georges CKRB-AM/CIRO-FM
St-Hilarion CIHO-FM
St-Hyacinth CFEI-FM
St-Jean CFZZ-FM
Sudbury CBCS-FM/CBON-FM
Sudbury CBON-FM
Sudbury CHNO-AM/CHYC-AM/CJMX-FM
Sudbury Star
Sydney CBI-AM/FM
Sydney CBIY-TV
Sydney CHER-AM
Sydney CJCB-AM/CKPE-FM
Sydney, Cape Breton Post
Télémédia
Thetford Mines CKLD-AM
Thompson CBWK-FM
Thunder Bay CBQ-AM/FM
Thunder Bay CKPR-AM /CJLB-FM/CJSD-FM
Thunder Bay CKPR-TV/CHFD-TV
Timmins CFCL-TV/CITO-TV
Toronto CBL-AM/FM
Toronto CBLT-TV
Toronto CFMT-TV
Toronto CFNY-FM
Toronto CFRB-AM/CKFM-FM
Toronto CFTO-TV
Toronto CFTR-AM (680 News)
Toronto CHFI-FM
Toronto CHOG-AM (Talk 640)/CILQ-FM (Q107)
Toronto CHUM-AM/FM
Toronto CIII-TV (Global)
Toronto CITY-TV
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

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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 CKCL-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
Winnipeg CBWFT
Winnipeg CBWT-TV
Winnipeg CIFX-AM/CHIQ-FM
Winnipeg CJOB-AM/CJKR-FM

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Winnipeg CKND-TV
Winnipeg CKY-TV
Winnipeg Free Press
Winnipeg Sun
Yorkton CKOS-TV

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Action No. 0501 09167

IN THE COURT OF QUEEN'S BENCH OF ALBERTA
JUDICIAL DISTRICT OF CALGARY

BETWEEN:

FLORA NORTHWEST, ADRIAN YELLOWKNEE, MICHAEL CARPAN, KENNETH SPARVIER, DENNIS SMOKEYDAY, RHONDA BUFFALO, MARIE GAGNON, SIMON SCIPIO, as represented and claims on behalf of themselves and all other individuals who attended Residential Schools in Canada, including but not limited to all Residential Schools' clients of the proposed Class Counsel, Merchant Law Group, as listed in part in Schedule 1 to this Claim, and the John and Jane Does named herein, and such further John and Jane Does and other individuals belonging to the proposed class, including JOHN DOE I, JANE DOE I, JOHN DOE II, JANE DOE II, JOHN DOE III, JANE DOE III, JOHN DOE IV, JANE DOE IV, JOHN DOE V, JANE DOE V, JOHN VI, JANE DOE VI, JOHN DOE VII, JANE DOE VII, JOHN DOE VIII, JANE DOE VIII, JOHN DOE IX, JANE DOE IX, JOHN DOE X, JANE DOE X, JOHN DOE XI, JANE DOE XI, JOHN DOE XII, JANE DOE XII, JOHN DOE XIII, JANE DOE XIII, being a Jane and John Doe for each Canadian Province and territory, and other John and Jane Does Individuals, Estates, Next-of-Kin and Entities to be added

Plaintiffs

- and -

ATTORNEY GENERAL OF CANADA

Defendant

Proceedings under the *Class Proceedings Act*, S.A. 2003

AFFIDAVIT OF JONATHAN PTAK
(sworn March 2, 2007)

I, Jonathan Ptak, of the City of Toronto, in the Province of Ontario, MAKE OATH AND SAY:

1. I am a Lawyer with Koskie Minsky LLP, located in Toronto, Ontario, National Class Action Counsel, and as such have knowledge of the matters hereinafter deposed.

2. I am informed by Celeste Poltak, an associate at Koskie Minsky LLP with primary carriage of this matter, that the attached documentation is relevant to the settlement approval of this matter. The attached documentation constitutes correspondence between the nine (9) courts and counsel. This correspondence was created after the Joint Motion Record was filed in August

2006 and transpired during three (3) distinct time periods: (a) during the settlement approval hearings in the nine (9) jurisdictions in September and October 2006; (b) following the approval hearings but prior to the release of the Reasons in December 2006; and (c) following the release of the Reasons in December 2006.

3. I am informed that the attached documentation is necessary to complete the record in this matter. Attached to this Affidavit as Exhibits A through ZZ are:

A	Sept. 5, 2006	Letter to Justice Winkler from Roderick Donlevy at McKercher McKercher & Whitmore LLP
B	Sept. 7, 2006	Letter to Justice Winkler from Alan Farrer at Thomson Rogers
C	Sept. 7, 2006	Letter to Justice Winkler from Alan Farrer at Thomson Rogers
D	Sept. 12, 2006	Letter to Justice Winkler from Catherine Coughlan at Department of Justice Canada
E	Sept. 12, 2006	Letter to Justice Winkler from Craig Brown at Thomson Rogers
F	Oct. 2, 2006	Letter to Justice Veale from Tony Merchant at Merchant Law Group
G	Oct. 2, 2006	Letter to Chief Justice Brenner from Peter Grant at Peter Grant & Associates
H	Oct. 6, 2006	Letter to Justice Winkler from Peter Grant at Peter Grant & Associates
I	Oct. 16, 2006	Letter to Justice McMahon from Tony Merchant at Merchant Law Group
J	Oct. 20, 2006	Letter to Chief Justice Brenner from Alan Farrer at Thomson Rogers
K	Oct. 20, 2006	Letter to Chief Justice Brenner from David Paterson Law Corp.
L	Oct. 17, 2006	Letter to nine counsel from Peter Grant at Peter Grant & Associates
M	Oct. 23, 2006	Letter to Chief Justice Brenner from William Slater at Merchant Law Group
N	Oct. 24, 1006	Letter to all nine Judges from Kirk Baert at Koskie Minsky LLP

O	Oct. 31, 2006	Letter to Justice McMahon from Peter Grant at Peter Grant & Associates
P	Nov. 6, 2006	Letter to Justice McMahon from Catherine Coughlan at Department of Justice Canada
Q	Nov. 6, 2006	Letter to Celeste Poltak at Koskie Minsky LLP from Peter Grant at Peter Grant & Associates
R	Nov. 8, 2006	Letter to all nine Judges from Celeste Poltak at Koskie Minsky LLP
S	Nov. 16, 2006	Letter to Justice McMahon from Catherine Coughlan at Department of Justice Canada
T	Nov. 16, 2006	Letter to Justice Veale from Catherine Coughlan at Department of Justice Canada
U	Nov. 16, 2006	Letter to Justice Veale from Jaxine Oltean at Department of Justice Canada
V	Nov. 16, 2006	Letter to Justice McMahon from Jon Faulds at Field LLP
W	Nov. 17, 2006	Letter to Justice McMahon from Tony Merchant at Merchant Law Group
X	Nov. 21, 2006	Letter to Justice McMahon from Tony Merchant at Merchant Law Group
Y	Nov. 22, 2006	Letter to Justice McMahon from Peter Grant at Peter Grant & Associates
Z	Dec. 13, 2006	Letter to Chief Justice Brenner from Catherine Coughlan at Department of Justice Canada
AA	Dec. 13, 2006	Fax from Justice McMahon to all counsel
BB	Dec. 15, 2006	Letter to Justice McMahon from Jon Faulds at Field LLP
CC	Dec. 22, 2006	Letter to Chief Justice Brenner from Catherine Coughlan at Department of Justice Canada
DD	Dec. 22, 2006	Letter to Justice Winkler from Catherine Coughlan at Department of Justice Canada
EE	Dec. 22, 2006	Letter to Justice Tingley from Catherine Coughlan at Department of Justice Canada

FF	Dec. 22, 2006	Letter to Justice Ball from Catherine Coughlan at Department of Justice Canada
GG	Dec. 22, 2006	Letter to Justice McMahon from Catherine Coughlan at Department of Justice Canada
HH	Dec. 22, 2006	Letter to Justice Ball from Catherine Coughlan at Department of Justice Canada re Judgment
II	Dec. 29, 2006	Fax from Chief Justice Brenner to Catherine Coughlan at Department of Justice Canada
JJ	Jan. 2, 2007	Letter to Justice Schulman from S. Norman Rosenbaum at Merchant Law Group
KK	Jan. 6, 2007	Letter to Justice Winkler from Tony Merchant at Merchant Law Group
LL	Jan. 8, 2007	Letter to Catherine Coughlan and Tony Merchant from G. Dauncey Local Registrar (Judicial Centre of Regina)
MM	Jan. 12, 2007	Letter to Justice Schulman from Kirk Baert at Koskie Minsky LLP
NN	Jan. 12, 2007	Letter to Justice Schulman from Catherine Coughlan at Department of Justice Canada
OO	Jan. 12, 2007	Letter to Justice Ball from Kirk Baert at Koskie Minsky LLP
PP	Jan. 15, 2007	Letter to Paul Vickery & Catherine Coughlan at Department of Justice Canada from Sheila Urzada at Indian Residential Schools Group
QQ	Jan. 19, 2007	Letter to Justice McMahon from Catherine Coughlan at Department of Justice Canada
RR	Jan. 22, 2007	Letter to Justice Winkler from Frank Iacobucci at Torys
SS	Jan. 22, 2007	Letter to National Consortium from Jane Ann Summers at Merchant Law Group
TT	Jan. 23, 2007	Letter to all nine Judges from Peter Grant at Peter Grant & Associates
UU	Jan. 23, 2007	Letter to Justice McMahon from Catherine Coughlan at Department of Justice Canada
VV	Jan. 24, 2007	Letter to Justices Brenner, McMahon, Bell, Tingley and Winkler from Phil Fontaine of the AFN

WW	Jan. 25, 2007	Letter to Kirk Baert at Koskie Minsky LLP from Justice Schulman
XX	Feb. 5, 2007	Letter to Gordon Dauncy from Catherine Coughlan at Department of Justice Canada
YY	Feb. 26, 2007	Letter to Justice Ball from Tony Merchant at Merchant Law Group
ZZ	Feb. 28, 2007	Letter to Norman Rosenbaum at Merchant Law Group from Justice Richard

4. I swear this affidavit in support of the March 8, 2007 hearing to have the settlement approval orders signed by the respective courts and for no improper purpose.

SWORN BEFORE ME at the City of Toronto, in the Province of Ontario, on March 2, 2007.

Commissioner for Taking Affidavits
Celeste Poltak

JONATHAN PTAK

This is Exhibit "A" referred to in the affidavit of Jonathan Ptak sworn before me, this 2nd day of March 20 07

A COMMISSIONER FOR TAKING AFFIDAVITS
Celeste Poltak

McKercher McKercher & Whitmore LLP

September 5, 2006

Reply To: W. Roderick Donlevy
Direct Dial: 306-664-1331
E-mail: r.donlevy@mckercher.ca

Assistant: Shaun Turner
Direct Dial: 306-664-1316

Via Facsimile 416 327 9931 (Hard copy to follow via courier)
Superior Court of Justice
Judges Administration Toronto Region
361 University Avenue, 3rd Floor, Room 334
Toronto ON M5G 1T3

ATTENTION: The Honourable Justice Warren K. Winkler

Your Honour:

Re: Court File No.: 00-CV-192059CP
Indian Residential School Class Action Litigation

Further to the motion hearing of August 29, 30 and 31 before you wherein the writer and Mr. Baribeau appeared on behalf of the 49 Catholic Entities, I am enclosing a clean and corrected list of all of the Catholic Entities that are to be included in the title page of these proceedings.

Many of the Catholic Entities that are listed on the presently filed title page are either incorrectly spelled or have both English and French corporate names.

You may rely upon this list as the correct list of the Catholic Entities that are the proposed Catholic Defendants.

Yours truly,

McKercher McKercher & Whitmore LLP

Per:
W. Roderick Donlevy

WRD/sl
cc: Kirk Baert and C. Poltak
P. A. Vickery and C. Coughlan
Pierre-L. Baribeau
Members of the National Certification Committee

ENTITY LIST

	ENTITY
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 Halifax
2	Roman Catholic Episcopal Corporation of Halifax
3	Les Soeurs De Notre Dame - Auxiliatrice
4.	Les Soeurs de St. Francois D'Assise
5	Institut Des Soeurs Du Bon Conseil
6.	Les Soeurs de Saint-Joseph de Saint-Hyacinthe
7.	Les Soeurs De Jesus-Marie
8.	Les Soeurs de L'Assomption de la Sainte Verge
9	Les Soeurs de L'Assomption de la Saint Vierge de l'Alberta
10.	Les Soeurs de la Charité de St.-Hyacinthe
11	Les Oeuvres Oblates de l'Ontario
12	Les Residences Oblates du Quebec
13	La Corporation Episcopale Catholique Romaine de la Baie James (The Roman Catholic Episcopal Corporation of James Bay) The Catholic Diocese of Moosonee
14	Soeurs Grises de Montreal/Grey Nuns of Montreal
15	Sisters of Charity (Grey Nuns) of Alberta
16.	Les Soeurs de La Charité des T N O
17	Hôtel- Dieu de Nicolet
18	The Grey Nuns of Manitoba Inc. - Les Soeurs Grises du Manitoba Inc.
19	La Corporation Episcopale Catholique Romaine de la Baie d'Hudson - The Roman Catholic Episcopal Corporation of Hudson's Bay
20	Missionary Oblates - Grandin
21	Les Oblates de Marie Immaculee du Manitoba
22	The Archiepiscopal Corporation of Regina

25	Sisters of Charity of Ottawa - Les Soeurs de la Charité d Ottawa
26	Oblates of Mary Immaculate - St. Peter's Province
27	The Sisters of Saint Ann
28	Sisters of Instruction of the Child Jesus
29	The Benedictine Sisters of Mt. Angel Oregon
30	Les Peres Montfortains
31	The Roman Catholic Bishop of Kamloops Corporation Sole
32	The Bishop of Victoria, Corporation Sole
33	The Roman Catholic Bishop of Nelson Corporation Sole
34	Order of the Oblates of Mary Immaculate in the Province of British Columbia
35	The Sisters of Charity of Providence of Western Canada
36	La Corporation Episcopale Catholique Romaine de Grouard
37	Roman Catholic Episcopal Corporation of Keewatin
38	La Corporation Archiepiscopale Catholique Romaine de St. Boniface
39	Les Missionnaires Oblates de St. Boniface - Missionary Oblate Sisters of St. Boniface
40	Roman Catholic Archiepiscopal Corporation of Winnipeg
41	La Corporation Episcopale Catholique Romaine De Prince Albert
42	The Roman Catholic Bishop of Thunder Bay
43	Immaculate Heart Community of Los Angeles CA
44	Archdiocese of Vancouver - The Roman Catholic Archbishop of Vancouver
45	Roman Catholic Diocese of Whitehorse
46	The Catholic Episcopale Corporation of Mackenzie - Fort Smith
47	The Roman Catholic Episcopal Corporation of Prince Rupert
48	Episcopal Corporation of Saskatoon
49	OMI Lacombe Canada Inc.

Thomson Rogers 70

Celebrating Leadership in Litigation for 70

Alan A. Farrer
416-868-3217
afarrer@thomsonrogers.com
Certified by the Law Society of Upper Canada as a Specialist in Civil Litigation

This is Exhibit "B" referred to in the affidavit of Jonathan Ptak sworn before me, this 2nd day of March 20 07

A COMMISSIONER FOR TAKING AFFIDAVITS
Celeste Poltak

SENT BY FACSIMILE ONLY

September 7, 2006

The Honourable Mr. Justice Warren K. Winkler
Superior Court of Justice
3rd Floor, 361 University Avenue
Toronto, Ontario M5G 1T3

Dear Mr. Justice Warren K. Winkler:

Baxter v. The Attorney General of Canada
Court File No. 00-CV-192059CP
Our File No. 089622

I write further to an undertaking made to the Court by Craig Brown (who is away this week) at the Certification/Settlement Approval Motion in this matter heard on August 29 - 31.

I write specifically with respect to the issue of facilitating the resolution of disputes relating to solicitor-client accounts under the Independent Assessment Program (IAP) and the Courts desire to, where possible, provide a single venue where Class Members can seek resolution of all possible issues.

To address the Court's concern, the National Consortium proposes that the Court and/or the National Administration Committee (the "NAC") appoint a Fee Arbitrator to resolve solicitor-client account disputes.

The Fee Arbitrator would ideally be a jointly appointed former Judge or experienced solicitor. The Fee Arbitrator would be charged with the responsibility to resolve all solicitor-client fee disputes in a timely manner. If necessary more than one Fee Arbitrator could be appointed. Where possible [for example where all parties consent] the decisions of the Fee Arbitrator would be final and binding and subject only to a limited right of review to the Chief Adjudicator. If the decision of the Fee Arbitrator is not binding then the parties would be entitled to pursue further recourse under the appropriate Solicitors Act in the various Jurisdictions, with information made readily available by the Fee Arbitrator as part of the Fee Arbitrator's decision.

We envision the Fee Arbitrator addressing disputes by telephone, as supplemented by written material, wherever possible.

We believe the above proposal addresses many of the Court's concerns in a manner consistent with the design of the Independent Assessment Process.

Originally Your Honour suggested that the adjudicator might best be situated to resolve any solicitor-client dispute given that the parties would already be in attendance in front of the adjudicator and given that the adjudicator would be familiar with the issues. However, under the Independent Assessment Process the adjudicator does not render decisions when all the parties are in attendance, but rather issues written reasons within a few weeks of the hearing. It is our view that only after the outcome of the hearing is known would it be possible to know if there are any problems with a fee or to properly assess a solicitor-client account. Accordingly there is no opportunity to provide the information and evidence relevant to a solicitor-client assessment at the hearing itself. Any solution therefore requires a two stage process and with this in mind we believe our proposal of a Fee Arbitrator is practical and appropriate under the circumstances.

Due to issues relating to the varying time periods within which a client must apply for an assessment of a solicitor-client account in the various jurisdictions, our proposal is premised on having the deadlines under the Solicitors Act commence upon receipt of the decision of the Fee Arbitrator. Claimants will be advised by the adjudicator as part of the adjudicator's decision of the availability of the Fee Arbitrator and the time within which the client must contact the Fee Arbitrator (a specific time period would be imposed).

We have not proposed a cap on contingency rates that may be charged by plaintiff's counsel. We have not done so out of concern that a potential consequence of doing so might be to reduce the number of lawyers interested in taking claims through the Independent Assessment Process, thereby exacerbating access to Justice concerns. We are also concerned that it may be premature to come up with a contingency cap without having experienced the amount of labour involved in the IAP cases, especially those on the complex track. Also, the Market Place will very quickly set a going rate (it has already started) and we believe that a "going rate" will be less than any cap that a Court might consider. In fact, a cap may become a floor and increase fees.

If we can provide any further information to Your Honour with respect to this proposal we would be glad to do so.

Yours very truly,

Alan Farrer
On behalf of the National Consortium of Residential School Survivors Plaintiffs' Counsel

AAF/srj
C: Mr. Paul Vickery
C: Mr. Kirk M. Baert
Messrs. Koskie Minsky (by email as well – to be circulated to the NCC and further distributed as necessary)
C: National Consortium

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FROM: ALAN FARRER
RE: BAXTER V. THE ATTORNEY GENERAL OF CANADA
T,R FILE NO: 089622
NO. OF PAGES: 3
(Including Transmittal Sheet)

SEPTEMBER 7, 2006

FAX TRANSMITTAL SHEET

TO:	HONOURABLE WARREN WINKLER	**FIRM:**	SUPERIOR COURT OF JUSTICE	**FAX NO:**	416-327-5445
	MR. KIRK BAERT		KOSKIE MINSKY		416-204-2889
	MR. PAUL VICKERY		DEPARTMENT OF JUSTICE		1-613-941-5879

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Prepared By: AAF/srj

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Alan A. Farrer
416-868-3217
afarrer@thomsonrogers.com
Certified by the Law Society of Upper Canada as a Specialist in Civil Litigation

This is Exhibit "C" referred to in the affidavit of Jonathan Ptak sworn before me, this 2nd day of March 2007

A COMMISSIONER FOR TAKING AFFIDAVIT

Celeste Poltak

SENT BY FACSIMILE ONLY

September 7, 2006

The Honourable Mr. Justice Warren K. Winkler
Superior Court of Justice
3rd Floor
361 University Avenue
Toronto, Ontario M5G 1T3

Dear Mr. Justice Warren K. Winkler:

Baxter v. The Attorney General of Canada
Court File No. 00-CV-192059CP
Our File No. 089622

I write further to an undertaking made to the Court by Craig Brown (who is away this week) at the Certification/Settlement Approval Motion in this matter heard on August 29 - 31.

I can confirm that the National Consortium hereby undertakes not to directly or indirectly accept any portion of any Common Experience Payment as a retainer to advance or pursue a claim through the Independent Assessment Process.

Yours very truly,

Alan Farrer
On behalf of the National Consortium of Residential School Survivors Plaintiffs' Counsel

AAF/srj

C: Mr. Paul Vickery
C: Mr. Kirk M. Baert
Messrs. Koskie Minsky (by email as well – to be circulated to the NCC for further distribution as necessary)
C: National Consortium

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FROM: ALAN FARRER
RE: BAXTER V. THE ATTORNEY GENERAL OF CANADA
T,R FILE NO: 089622
NO. OF PAGES: 2
(Including Transmittal Sheet)

SEPTEMBER 7, 2006

FAX TRANSMITTAL SHEET

TO:	HONOURABLE WARREN WINKLER	**FIRM:**	SUPERIOR COURT OF JUSTICE	**FAX NO:**	416-327-5445
	MR. KIRK BAERT		KOSKIE MINSKY		416-204-2889
	MR. PAUL VICKERY		DEPARTMENT OF JUSTICE		1-613-941-5879

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Prepared By: AAF/srj

Suite 3100 ■ 390 Bay Street ■ Toronto, Ontario ■ Canada ■ M5H 1W2 ■ FAX 416-868-3134 ■ **TEL. 416-868-3100**

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Ministère de la Justice Canada

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Internet: catherine.coughlan@justice.gc.ca

Our File:
Notre dossier:

Your File:
Votre dossier:

September 12, 2006

VIA FACSIMILE

The Honourable Mr. Justice Warren K. Winkler
Superior Court of Justice
Regional Senior Justice's Office
361 University Ave.
Toronto, ON, M5G 1T3

This is Exhibit "D" referred to in the affidavit of Jonathan Ptak sworn before me, this 2nd day of March 2007

A COMMISSIONER FOR TAKING AFFIDAVITS
Celeste Poltak

Your Honour

RE: Cloud Class Action Opt-Out Period

You may recall that during argument of the motion for certification and settlement approval on August 29 – 31, 2006, the issue of the expired Cloud opt-out period was raised in the context of Objections taken by Messrs Deleary and Sands. At that time, Mr. Vickery, on behalf of the Crown, undertook to seek instructions to extend the opt-out period contemplated in the Settlement Agreement to the Cloud Class Members. We have now received instructions to harmonize the opt-out periods so that the Cloud Class Members will now have the same opt-out rights pursuant to the settlement as other Class members.

I have advised counsel for the Cloud Class Members of these instructions.

Yours very truly,

Catherine A. Coughlan
General Counsel
Aboriginal Law Services
Prairie Region
Justice Canada
CAC/rw

c.c. Paul Vickery
c.c. James Ward
c.c. Russell Raikes
c.c. Kirk Baert
c.c. Randy Bennett

Canada

Department of Justice Canada / Ministère de la Justice Canada
Edmonton Office
Prairie Region
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FROM / DE: **Catherine A. Coughlan**

Pages (including cover sheet) 2 **Date of Transmission:** September 12, 2006

Comments / Commentaires:
RE: Cloud Class Action Opt-Out Period

Attached is a copy of a letter to Justice Winkler dated September 12, 2006.

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L. Craig Brown
416-868-3163
cbrown@thomsonrogers.com

This is Exhibit "E" referred to in the affidavit of Jonathan Ptak sworn before me, this 2nd day of March 20 07.

A COMMISSIONER FOR TAKING AFFIDAVITS
Celeste Poltak

SENT BY FACSIMILE ONLY

September 12, 2006

The Honourable Mr. Justice Warren K. Winkler
Superior Court of Justice
3rd Floor, 361 University Avenue
Toronto, Ontario M5G 1T3

Your Honour:

Baxter v. The Attorney General of Canada
Court File No. 00-CV-192059CP
Our File No. 089622

I am writing further to the undertaking which I made to the Court at the Certification/Settlement Approval Motion in this matter heard on August 29 - 31.

During the hearing you suggested there should be a mechanism to facilitate the resolution of disputes about solicitor-client accounts under the Independent Assessment Program (IAP). You indicated it would be preferable if this mechanism were a part of the IAP program to allow "one-stop shopping".

To address the Court's concern, the National Consortium proposes that the National Administration Committee (the "NAC") or a sub-committee designated by the NAC be authorized to mediate or decide solicitor-client account disputes that arise out of the IAP in a timely manner. We envision the NAC addressing disputes by telephone, as supplemented by written material, wherever possible.

Where the parties consented, the decisions of the NAC would be final and binding and subject only to a limited right of review by the Appropriate Court. Otherwise, the NAC would provide voluntary mediation or make non-binding rulings without prejudice to the parties' rights to review legal accounts as provided under the appropriate rules or legislation in their jurisdiction. The NAC would provide information on access to those further procedures including the time within which steps need to be taken.

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This would supplement our earlier suggestion made in Court (and supported by the majority of future NAC members including Canada) that information on access to local procedures for taxation of accounts be provided to IAP claimants during the IAP process as well as through the Service Canada information line, website and local offices.

In your comments during the hearing, Your Honour suggested that the IAP adjudicator might best be situated to resolve any solicitor-client dispute, given that the parties would already be in attendance in front of the adjudicator and given that the adjudicator would be familiar with the issues. However, under the Independent Assessment Process the adjudicator does not render decisions when all the parties are in attendance, but rather issues written reasons within a few weeks of the hearing. Fees issues are only likely to arise after the outcome of the hearing is known and it is only at that time that a solicitor-client account can be properly assessed. Accordingly there is no opportunity to provide the information and evidence relevant to a solicitor-client assessment at the hearing itself and in most cases, where there is likely to be no dispute over fees, no need to do so. Any solution, therefore, is likely to require a two stage process.

In addition, as Mr. Grant suggested during the hearing, counsel who will be appearing regularly before IAP adjudicators think that it would be inappropriate to allow those adjudicators to, in effect, delve into counsel's solicitor-client brief as would be necessary in order to assess solicitor-client fees.

With this in mind, we believe our proposal facilitates access to review of fees and addresses many of the Court's concerns in a manner consistent with the design of the Independent Assessment Process and in a manner that would not materially increase the cost of the process.

We have not proposed a cap on contingency rates that may be charged by plaintiff's counsel out of concern that doing so might reduce the number of lawyers interested in taking claims through the Independent Assessment Process, thereby exacerbating access to Justice concerns. We are also concerned that it may be premature to come up with a contingency cap without knowing the amount of work involved in properly preparing IAP cases, especially those on the complex track. We also believe that the Market Place will very quickly set a going rate and that this process has already begun. In fact, an imposed cap may become a floor and effectively increase fees.

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If we can provide any further information to Your Honour with respect to this proposal we would be glad to do so.

Yours very truly,

L. Craig Brown
On behalf of the National Consortium of Residential School Survivors Plaintiffs' Counsel

LCB/srj

C: Mr. Paul Vickery
C: Mr. Kirk M. Baert
Messrs. Koskie Minsky (by email as well – to be circulated to the NCC and further distributed as necessary)
C: National Consortium

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FROM: CRAIG BROWN
RE: BAXTER V. THE ATTORNEY GENERAL OF CANADA
T,R FILE NO: 089622
NO. OF PAGES: 4
(Including Transmittal Sheet)

SEPTEMBER 12, 2006

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	MR. PAUL VICKERY		DEPARTMENT OF JUSTICE	1-613-941-5879

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Prepared By: AAF/srj

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MERCHANT LAW GROUP

(AN INTERPROVINCIAL LIMITED LIABILITY PARTNERSHIP)

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IN ARTICLES (ADMISSION PENDING) *

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RONALD E. KAMPITSCH
Residing in EDMONTON
SATNAM S. AUJLA
REGISTERED MEDIATOR *

This is Exhibit "A" referred to in the affidavit of Jonathan Ptak sworn before me, this 2nd day of March 2007

A COMMISSIONER FOR TAKING AFFIDAVITS
Celeste Poltak

October 2, 2006

Supreme Court of Northwest Territories
Court House
Box 550
YELLOWKNIFE, NWT X1A 2N4

Sent via facsimile: 867-873-0287

Attention: Local Registrar

Dear Sir:

RE: Rosemarie Kuptana et al v. The Attorney General of Canada
CV No. S-0001-2005 000 243
Our File #402314

I am not a member of the Northwest Territories bar and as the Court was previously advised by way of our prior correspondence, His Lordship should be invited to consider whether this letter will be received or not received, in circumstances where Merchant Law Group has proffered materials to the Court, but will not be represented in oral argument.

The issue of striking this affidavit of Donald Outerbridge will be argued before Schulman J., in Manitoba, but the affidavit must be considered in the ordinary manner pursuant to the rules of the Northwest Territories Court, and the law of the Northwest Territories. In the southern jurisdictions these kinds of applications are commonplace, the law is well established, and issues raised in grounds 2, 3, 4, 5, and 6, fall within those known principles.

However, ground 1 is wrong in law and wrong in fact. (1) The Court must decide based on the adjective law of the Northwest Territories and the rules of the Northwest Territories. (2) The attempt is to lead the Court to believe that another judge has decided this issue is wrong. The affidavit struck in Saskatchewan was 148 pages long, not 26 pages long, and Ball J., struck the affidavit indicating that it was full of information and belief while the affidavit before the Court has been cleansed of information and belief except for the couple of

paragraphs where information and belief is explained and this cleansing of information and belief includes many paragraphs struck in Saskatchewan which are now changed and reduced to the knowledge of Don Outerbridge. Similar to the affidavits from the AFN, the government, and the Baxter National Consortium, (examples are appended), generalizations about the record and issues over the past decade are brought to the attention of the Court through Donald Outerbridge. If parts are struck from the affidavit they must, we submit, be struck on a paragraph by paragraph basis, sentence by sentence, in the ordinary manner with the handling of these kinds of applications. (3) Attempts to block this affidavit, similar in nature to the affidavits filed by others, invites the Court to inconsistently receive and apply evidence. And regardless, bald statements are not struck but it goes to weight if the evidence is conflicted. (4) Given that the parties suborned to the Saskatchewan jurisdiction the issue is not whether each Court will decide the same questions to be decided in Saskatchewan but whether this Court after Saskatchewan determines the payment to Merchant Law Group will independently decide whether **that** award is appropriate. This raises the inability, we submit, of the Court to render a "fill in the blank" judgment and the inability we submit to ***defer*** or ***refer*** as outlined in the written submissions which the Court may decide to receive.

Yours truly,

MERCHANT LAW GROUP

Per: Tony Merchant

E.F. ANTHONY MERCHANT, Q.C.

EFAM*sf
Encls.
cc: Kirk Baert - kbaert@kiskieminsky.com
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Craig Brown - cbrown@thomsonrogers.com
Evatt Merchant - emerchant@merchantlaw.com
Janice Payne - janice.payne@nelligan.ca
Peter Grant - pgrant@hsgnativelaw.com
Rod Donlevy - rod_donlevy@donlevyco.com

The affidavit of Richard Court is is notable at Joint Motion Record Volume V - A:

> 20. **Collectively, National Consortium members were and are experienced in areas** relevant to this class proceeding such as class action litigation, aboriginal law and personal injury litigation. In addition, members have extensive specific experience in Indian Residential School litigation.

As another example, Darcy Merkur Joint Motion Record Volume VIII:

> 6. Because of its political, social and historical overtones, the resolution of the residential school litigation became a matter of political and public consequence engaging the attention of politicians, aboriginal organizations including most notably the AFN, the press and the public. **As a consequence, plaintiffs' counsel found that adequately representing survivors required them to go beyond the traditional scope of counsel.** Some examples of such initiatives are described below.

The affidavit of Darcy Merkur addresses the history of representation by members of the BNC. Darcy Merkur is not a member or executive director of 18 of the firms of the BNC, yet, he provides evidence which describes the work done by their lawyers *without even saying* that it is on information and belief:

> 23. Members of the National Consortium began representing residential school survivors as early as 1994. For example **David Paterson Law Corp was** retained in October, 1994 by claimants who had attended the Kuper Island Residential School, while Arnold, Pizzo McKiggan was retained in 1995 on behalf of Shubenacadie Indian Residential School survivors. **Most other Consortium firms, including White Ottenheimer & Baker, Ruston Marshall, Thompson Dorfman Sweatman, Field LLP, Richard Courtis, Ahlstrom Wright Oliver & Cooper, and Huck Birchard began** representing residential school plaintiffs between 1996 and 1999.
>
> 24. National Consortium members accepted their retainers on a contingent basis, meaning that they would receive compensation for their work only in the event they succeeded in recovering compensation for the client. Almost without exception the financial circumstances of the Plaintiffs were such that it was impossible for them to retain counsel in any other way.
>
> 28. **John McKiggan of Arnold Pizzo McKiggan ("APM") was** first retained by survivors of the Shubenacadie Indian Residential School in 1995. In 1996, following the creation of the Association for Survivors of Shubenacadie Indian Residential School, APM was retained by Nora Bernard on behalf of that Association. Ms. Bernard had previously approached a number of other firms to represent the Association but none had been prepared to accept such a retainer other than on a pay-as-you-go basis.
>
> 29. The Association consisted of survivors from the Shubenacadie Indian Residential School now living not only in the Atlantic provinces but also Quebec, Ontario, B.C. and several of the United States. **APM communicated with** this widespread group through regular report letters, website updates, a toll free telephone line, visits to reserves where some of the clients resided, regular meetings with the Association leadership, one on one meetings with clients and a system of geographical representatives in different parts of the country.
>
> 30. As Nova Scotia did not have class action legislation, the Association instructed the commencement of a representative action pursuant to Nova Scotia's rules. This action sought compensation on behalf of all survivors of the Shubenacadie School on a variety of bases including the injury caused by the school to their language and culture. Canada vigorously challenged this approach on procedural grounds making repeated Demands for Particulars resulting in a contested

application for particulars, and threatening repeated Motions to Strike the claim.

35. David Patterson ("DP") was first retained by residential school survivors in October 1994 and now represents claimants living in B.C., Northwest Territories, Alberta, Washington, Oregon, California and Alaska. The challenges faced in representing this group are described above.

The two Iacobucci affidavits do not even say he is providing evidence on information and belief. Yet clearly huge portions of his affidavit at volume VI are on information and belief.

30. **The National Consortium is a consortium of 19 law firms that is the successor to the 24-member National Association of Indian Residential School Plaintiffs' Counsel, formed in 1998.** The Consortium includes: Thomson Rogers, lead counsel in the Baxter class action; Cohen Highley and Koskie Minsky, counsel in the Cloud class proceeding, certified as a class action in Ontario; Field LLP, lead counsel in Alberta Test Case Litigation; David Paterson, counsel in the Blackwater proceedings in British Columbia; and Arnold, Pizzo and McKiggan, counsel for the Shubenacadie School representative action in New Brunswick. I understand that the National Consortium was established to coordinate the efforts of counsel involved in these and other actions.

37. Pursuant to the Merchant Fees Verification Agreement, I chose Deloitte & Touche LLP ("Deloitte") to carry out the verification. **In accordance with the Merchant Fees Verification Agreement, Merchant Law Group permitted Deloitte to attend in its Regina office to commence the verification process. However, Merchant Law Group subsequently refused to comply with the verification, claiming, among other things, that the verification process could not be completed without violating solicitor-client privilege.**

From paragraph 26, there are examples of information and belief without any indication of the source, when things were said, who allegedly said what, or the context of whatever may have been said. Joint Motion Record Volume I:

26. ...

(b) The number of retainers that MLG represented existed changed frequently during the negotiations and appeared not to make allowances for cases that had settled or determined by trial, former clients who had died, and those who were represented by other law firms.

(c) **Actual amount of Work-in-Progress.** MLG represented that it had Work-in-Progress outstanding on these files of approximately $80 million, but was unable to offer any evidence to support his amount or to explain how and why these costs were incurred. I have recently been shown a copy of an article that appeared in the *Leader Post* on August 9, 2004 in which Mr. Merchant was reported to have stated that MLG carried approximately $12 million in unpaid work. A copy of this article is attached to this affidavit as Exhibit "D".

29. **In December 2005, my colleague John Terry contacted MLG to make arrangements for the verification process described in paragraph 3 of this affidavit to be carried out. MLG indicated that is was arranging for residential school files to be moved from its various offices to Regina so that verification might begin in mid-January. On January 11, 2006, MLG advised us that it had brought its files to Regina and would be prepared to begin the verification process on January 16, 2006. MLG expressed concerns that the verification process should be carried out without violating solicitor-client privilege.**

The affidavit of Luc Dumont addresses this issue of the failure to identify sources *which is to be inferred* and also addresses hearsay without identification:

2 .... Canada has inbarked on processes and planning to meet its commitments.

1. The source of the information is not identified. He speaks for the institution.

4. The IAP Secretariate is responsible ...

7. .... Canada has identified these positions will likely be required ...

2. And later in the same paragraph 7:

7. Canada will propose the creation of Deputy Chief Adjudicator ...

Darcy Merkur swore in his affidavit about the collective view of the Consortium: "Canada advised" and "the Consortium's efforts" or "the Consortium prepared". Joint Motion Record Volume VIII:

112. Early on in the negotiation process, **Canada advised us that success in the negotiations was contingent** upon the agreement of at least one party, a group of Church organizations that declined to be at the table for a large part of the process and that engaged Canada in a separate track of discussions. **Plaintiffs' counsel had no ability to either participate in** or control the outcome of those discussions and was thus entirely exposed to that risk of failure.

121. **The Consortium's efforts were also evident** throughout the negotiations. **The Consortium prepared** and circulated position papers on each of the major issues which provided a focus for discussion throughout the negotiations. **The Consortium also prepared** detailed written commentary, again circulated, on the agenda items for each meeting. These commentaries were used as the framework for discussion on these items. Throughout the negotiations, **the Consortium pursued** a carefully considered and consistent strategy whose clearly stated objective was to obtain a settlement that would provide the maximum benefit to the maximum number of residential school survivors.

Organizations put their evidence forward as an organization. The affidavit of Luc Dumont with the prior examples and additionally:

10. Canada anticipates a support staff of approximately ....
11. .... Mr. Hughes has informed Canada of his intention
15. ... Canada's plan is to launch the IAP ....
17. ... Service Canada is anticipating the expansion.
18. ... Service Canada used researched demographics ....
19. Service Canada considered these factors in planning their service.

He does not say who told him. He does not say 'I believe that Service Canada' or 'as the head of Service Canada' but rather he speaks for the institution.

21. Service Canada expects ...

22. Service Canada will use various outreach ....

23. Service Canada expects ...

25. Service Canada will insure ...

From the Joint Motion Record Volume III at Tab 6, the affidavit of Phil Fontaine:

51. The AFN, under my leadership, realized that taking residential school claims through the courts ...

He expresses what the AFN realized. It is an institution.

53. The IRS policy attempted to assimilate First Nations people into colonial Canadian Culture ...

He forms conclusions about policy issues and expresses opinions.

55. In 1998 under my leadership, the AFN established the Indian Residential Schools unit.

He says what the AFN did, not talking about what an individual doing something for the AFN.

65. From November 2003 I and the AFN and our legal counsel continued to voice concerns with the shortcomings of the ADR process.

3. He says 'the AFN voiced concerns' not in the first person but with the institution speaking.

85. The AFN has a long and dedicated history of attempting to negotiate nation to nation ....

88. Over the years, the AFN Chiefs have passed.

90. The AFN has been actively involved in bringing the history ....

91. .... The AFN's continuing efforts to bring the history of the IRS ....

91.(f) The AFN has consistently maintained communications ....

96. The interests of Deceased Class members are further protected ....

102. Further, in my view, the class definition for ....

107. The class action will provide access to justice for myself and ....

111. The settlement package also provides a significant ....

The issue of $5 billion is similar to the Courtis affidavit Joint Motion Record Volume V - A:

109. Taking all of the foregoing into account I conclude that the overall value of the settlement can be fairly estimated to be between $4 billion and $5 billion.

The waste of government money on defending is relevant. The failure of the ADR is relevant. An ADR budget at $1.9B with $750M to go for administration and $950M for victim payments as Mr.

Baert put it in Saskatchewan submissions "speaks for itself".

Darcy Merkur Joint Motion Record Volume VIII:

> 70. **As the lack of success of the pilot project process became apparent,** the Association sought to engage Canada in negotiations aimed at achieving an overall resolution to the claims. A series of meetings were held in Toronto in: September, 2000; June, 2001 and January, 2002, at which the Association urged Canada to enter into discussions of an approach that would provide compensation to all survivors.

What brought about the conclusion of the litigation by way of the Settlement Agreement is relevant and therefore not scandalous. This evidence is similar to the evidence of others express the litigation story. Again, for example the affidavit of Richard Courtis about what was said by judges – Joint Motion Record Volume V - A:

> 36. Both Cullity J. And the Court of Appeal found that a failure to certify would result in a failure to access to justice. They referred to the poverty of the former students, their inability to afford the cost of individual actions and the effect such proceedings would have on the continuing emotional problems from which the former students suffer, and continue to suffer, as a result of their experiences at the Mohawk Institute.
>
> 38. Further case conferences with Mr. Justice Winkler were held throughout the rest of 2005. Several important issues arose in early 2005 including the extent to which the third parties could bring rule 21 motions prior to certification and the extent to which they could or would be allowed to participate in the certification motion. A motion resulted. An adverse decision for the plaintiffs would have delayed the resolution of *Baxter* for years.
>
> 109. Taking all of the foregoing into account I conclude that the overall value of the settlement can be fairly estimated to be between $4 billion and $5 billion.

All the affidavits address what caused the settlement.

Darcy Merkur Joint Motion Record Volume VIII:

> 121. . . . . items. **Throughout the negotiations, the Consortium pursued a carefully considered and consistent strategy** whose clearly stated objective was to obtain a settlement that would provide the maximum benefit to the maximum number of residential school survivors.

Donald Outerbridge is directly privy to the litigation environment which existed within MLG. He was exposed to, and involved in, an environment that the Court was not, and Donald Outerbridge's statements, even of opinion based on factual inferences, are helpful for the Court. He is able to testify about the obsession for the firm, the difficult battle on behalf of survivors, the attitude of MLG not being bullied by the government lawyers, all of which is a part of the delay tactics of the

government. And all of this is relevant to risk, relevant to whether the settlement is fair and reasonable, relevant to whether the settlement as to fees is appropriate.

He is the Executive Director of the firm. He would know why lawyers were lost. How can the government advance that Darcy Merkur can use the words "bet the firm" and it is appropriate, or David Peterson in the following paragraph can use the words "bet the firm", yet Donald Outerbridge is not permitted to give the evidence which he knows better than anyone about the loss of lawyers and the effect on the firm of Residential School litigation.

It is relevant to address the nature of the work that was done. The examples are many including much of Phil Fontaine's affidavit. In these submissions we are not going to give examples for everything but for example the Merkur affidavit, paragraph 8:

> 8. The settlement has been aptly described by Phil Fontaine, national chief of the Assembly of First Nations as "an agreement for the ages". Its announcement was the subject of intense and extensive coverage by the Canadian media that reflected its importance not just to the aboriginal community but to all Canadians. Such a settlement would not have occurred without the pressure created by thousands of individual legal actions and more than a dozen class actions.

View were expressed. Affidavit of Frank Iacobucci Joint Compendium of Documents Volume VI:

> 25. **In my view**, the legal fees to be paid pursuant to Article Thirteen of the Settlement Agreement and the processes to determine those fees, as described below, are fair and reasonable in light of the substantial work undertaken by many of the counsel and their agreement not to charge any fee in respect of the Common Experience Payment.
>
> 34. **The verification process** agreed to with the Merchant Law Group **is different from** the verification process for the National Consortium because of the very serious concerns that I had and continue to have with respect to the Merchant Law Group fees. These concerns include:
>
> ....
>
> 36. **I believe** that this verification process provides a fair and reasonable basis for determining the amount of legal fees to which the Merchant Law Group is entitled, assuming the accuracy of the representations made by the Merchant Law Group about the number of retainers its lawyers have with former students and the amount of Work-in-Progress the Merchant Law Group has incurred in respect of these files.
>
> 39. **I believe** that the negotiation process that led to the execution of the Settlement Agreement was fair, comprehensive and inclusive. As described at paragraphs 8 to 18 above all parties were provided every opportunity to be heard and make submissions as to the terms of the Settlement Agreement.
>
> 40. **I also believe** that the Settlement Agreement provides a fair and reasonable resolution of the residential schools issue. My primary focus was to achieve a final and comprehensive resolution package which would extend beyond monetary compensation and properly address the legacy of Indian Residential Schools for both former students and their families.

45. **The Settlement Agreement is a just, honourable and lasting resolution of historic significance. It deals fairly and comprehensively with issues that have remained unresolved for generations.** It reflects a shared vision among all the parties involved in these negotiations as to how the Indian residential schools legacy should be resolved.

46. For former students and their families, **the Settlement Agreement provides not just compensation** for the residential school experience, but access to a greatly improved independent assessment process and to programs that provide healing, truth and commemoration. **It allows the churches to contribute meaningfully to the settlement, avoid the massive costs of defending multiple lawsuits, and focus their resources instead on reconciliation** and healing with the Aboriginal community. It responds to the objectives of Aboriginal organizations, who have worked for a holistic settlement and addresses not only compensation but also healing, truth-telling, reconciliation and commemoration. **The Canadian public as a whole can also be proud of the Settlement Agreement**, which by resolving the legacy of the past provides the basis for a transformative change in the future relationship between Aboriginal peoples and the Government of Canada.

Paragraph 23 Is One of the Worst Examples of the Government Evidence.

The Honourable Frank Iacobucci, Q.C., also expressed his views in paragraph 23. That lengthy paragraph should be examined with care. Paragraph 23 is one of the worst paragraphs of the government evidence. There is nothing that says that only lawyers may express their views in issues related to class proceedings. In these very proceedings Phil Fontaine expressed views, and representative plaintiffs expressed views.

Mr. Justice Ball held in this regard as follows:

[14] Having concluded that Canada's application is an interlocutory motion for the purpose of Rule 319, it follows that affidavits sworn on information and belief, with the grounds thereof stated, may be admitted under special circumstances. The affidavits of Mr. Iacobucci and Mr. Nagel contain considerable information that–to use the terminology of Rule 319–they are able to "prove" of their own knowledge. To the extent that the affidavits contain statements based on information and belief, the grounds of the belief are generally identified or are apparent from the context in which they are made. Finally, the circumstances justify the use of most of the information contained in the affidavits: where the deponents do not have personal knowledge of the matters stated, they are in **the best position** to provide the evidence in a coherent and efficient fashion.

EFAM*sb

Peter Grant & Associates

BARRISTERS & SOLICITORS

Peter R. Grant* Allan M. Early Brian O'Reilly
Lee Schmidt Michael Lee Ross

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Vancouver, B.C.
Canada V6Z 1S4
Tel (604) 685-1229
Fax (604) 685-0244

October 2, 2006

Our File No. 973-2

This is Exhibit "G" referred to in the affidavit of Jonathan Hak sworn before me, this 20 day of March 20 07

A COMMISSIONER FOR TAKING AFFIDAVITS
Celeste Poltak

The Law Courts
800 Smithe Street
Vancouver, BC V6Z 2E1

Attention: Chief Justice Bronner

Dear Sir:

Re: *Quatell et al v. the Attorney General of Canada:*
Proposed Schedule for Hearing on October 10, 11 and 23, 2006

Please find enclosed a proposed schedule for your review and consideration. This schedule is in the order that the hearings have taken place. Notwithstanding this proposed schedule, I would propose that the Court ensure that the objectors can be heard on October 10 or 11, 2006, as they will be attending Court at that time.

However, I can advise that Mr. Justice Tingley had the hearings scheduled for only one day in Quebec. At the beginning of the hearing he advised that he wanted to hear from the objectors.

As the Court is aware, the notice set out that the hearings would be heard in the Supreme Court of British Columbia on October 10, 11 and 12, 2006.

I also with to confirm that we are forwarding a list of the objections made in British Columbia, together with the affidavits of Kerry Eaton and Brenda Weiss, which contain the British Columbia objection reports.

Finally, our office has been contacted by persons who indicate they may be attending Court and wish to speak, although they have not filed formal objections. I have been contacted by Mr. Donovan's office and he indicated that he will be making submissions with respect to their objections in the Supreme Court of British Columbia.

Sincerely yours,

PETER GRANT & ASSOCIATES

Peter R. Grant

PRG:at

enclosure

Peter Grant & Associates
BARRISTERS & SOLICITORS

Peter R. Grant*
Lee Schmidt
Allan M. Early
Michael Lee Ross
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Tel (604) 685-1229
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October 6, 2006

Our File No. 973-2

This is Exhibit "H" referred to in the affidavit of Jonathan Ptak sworn before me, this 2nd day of March 20 07

A COMMISSIONER FOR TAKING AFFIDAVITS
Celeste Poltak

Superior Court of Justice
3rd Floor - 361 University Avenue
Toronto, ON M5G 1T3

Attention: Mr. Justice Warren K. Winkler

Dear Sir:

Re: Utilization of CEP Funds for Fees and Disbursements

Following up on Mr. Farrer's letter of September 7, 2006, I have been directed by Independent Counsel to confirm with the Court that the Independent Counsel, who have signed the Agreement and represent several thousand survivors, will not use any portion of any client's Common Experience Payment as a retainer or as a deposit for fees or disbursements to advance or pursue a claim through the Independent Assessment Process.

On behalf of Independent Counsel who signed the Agreement, I also wish to advise the Court that the maximum contingency fee Independent Counsel will charge to take a case through the IAP process will be 30%, inclusive of the 15% which will be paid by Canada pursuant to the Agreement.

Furthermore, fees and disbursements paid by Canada will not be included in the calculation of the percentage of fees under the contingency fee agreement to ensure that the client receives the full benefit of the 15% contribution to costs paid by Canada. This is a matter we wish to bring to your attention.

Sincerely yours,

PETER GRANT & ASSOCIATES

Peter R. Grant

PRG:at

cc: John Phillips, Doane Phillips Young LLP
Kirk Baert & Celeste Poltak, Koskie Minsky LLP
Janice Payne, Nelligan O'Brien Payne LL P
Tony Merchant, Merchant Law Group

cc: John Page, Cassels Brock & Blackwell LLP
Catherine Coughlan, Department of Justice Canada
Paul Vickery, Department of Justice Canada
John Terry, Torys LLP
Rod Donlevy, Donlevy & Company
Independent Counsel

MERCHANT LAW GROUP

(AN INTERPROVINCIAL LIMITED LIABILITY PARTNERSHIP)
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GORDON J.K. NEILL, Q.C.
PATRICK ALBERTS
STEPHEN HILL
L. JAMES NEUMEIER *
JONATHAN S. ABRAMETZ
RICHARD S. YAHOLNITSKY
HELMUT EHMS
RYAN TKACHUK ▫
GRAHAM K. NEILL
S. NORMAN ROSENBAUM
WILLIAM G. SLATER
G. E. CROWE (1925-1989)
PRACTISES UNDER CORPORATION ∫

E. F. ANTHONY MERCHANT, Q.C ∫.
DREW R. FILYK
WEI WU, Ph.D. -
DWAYNE Z. BRAUN
JEREMY C.A. CAISSIE
DOUGLAS A. OTTENBREIT -
J. E. JOSHUA MERCHANT
GREGORY R. PINCOTT, ▫
KEVIN LIESLAR
HOWARD TENNENHOUSE
DARREN WILLIAMS
IN ARTICLES -

DAVID A. HALVORSEN ∫
SUNEIL A. SARAI
Residing in REGINA
MICHAEL MANTYKA
TREVOR NEWELL
Residing in YORKTON
RUPINDER K. DHALIWAL
ELSA KAUS ▫
ANNA SHULMAN
VICTOR B. OLSON
SURREY/ VICTORIA
IN ARTICLES (ALBERTA) ▫

HENRI P.V. CHABANOLE ∫
MICHAEL R. TROY
ROBERT G. CROWE *
EVATT F.A. MERCHANT
CHRISTIAAN J. ROTHMAN. -
JANE ANN SUMMERS
JORDAN C. BIENERT
Residing in CALGARY
JAMIE CRAMER ▫
Residing in WINNIPEG
OWEN FALQUERO
NON-PRACTISING *

GERALD B. HEINRICHS
CASEY CHURKO
TIMOTHY E. TURPLE
MATTHEW V.R. MERCHANT
Residing in SASKATOON
PETER MANOUSOS
CHIKA B. ONWUEKWE Ph.D.
RONALD B. KAMPITSCH
Residing in EDMONTON
SATNAM S. AUJLA
Residing in MONTREAL
REGISTERED MEDIATOR ∟

This is Exhibit "I" referred to in the affidavit of Jonathan Ptak sworn before me, this 2nd day of March 2007.

A COMMISSIONER FOR TAKING AFFIDAVITS
Celeste [illegible]

October 16, 2006

Clerk of the Court
Court of Queen's Bench
#611 - 4th Street SW
CALGARY AB T2P 1T5

Dear Sirs:

RE: Action No. 0501 09167
Flora Northwest, Adrian Yellowknee, et al v. Attorney General of Canada
IRS Proceedings

Please draw this letter to the attention of the Honourable Mr. Justice McMahon in connection with Residential School matters. I write regarding the issue of the payments which it is anticipated will be paid to the two hybrid law groups who have class action fee entitlement and individual fee entitlement and regarding Independent Lawyers and others.

One of the objectors wanted to know if the payment of fees by the government under the settlement agreement wiped out all the lawyers' WIP.

My understanding is that Mr. Baert, on behalf of the Baxter National Consortium indicated that as far as the Consortium is concerned, the payment wipes out all the WIP to the date of the IAP. We also understand that Mr. Baert raised the possibility that the situation was less clear with Independent Counsel. With Independent Counsel a $4,000.00 cap on fees exists and that Mr. Baert represented that this was a reasonable limit on the amount of fees that could be considered referable to the CEP, on the basis that if there were WIP in excess of that amount it presumably would have been incurred in connection with a claim for physical or sexual abuse which would now be a part of an IAP claim. I also understand that the government objected to this suggestion and said that the payment of fees by the government was intended to pay off all WIP of all counsel to the date of the IAP. I understand there was no representative of Independent Counsel present and that McMahon, J. asked if counsel could reach an understanding among themselves about what WIP was cancelled by the payment of fees by the government.

For ongoing clients of Consortium members, Independent Counsel, or Merchant Law Group, this is an academic question because the IAP work is done pursuant to a contingency agreement. But it is a real issue where there is a taxation or transfer of a file where a client may want to proceed without a lawyer, or has a new lawyer.

There are four units of lawyers. The fourth unit of lawyers are the many lawyers who have residential school cases and who are not a part of Independent Counsel. They too are affected by this settlement because while they may not have had anything to do with Independent Counsel they are likely to make a claim for the $4,000.00 amount and still believe that they are entitled to be paid for the balance of their work.

For example, an objector before Regional Senior Judge Winkler made representations in oral argument that her clients had accounts well in excess of $4,000.00 per file and she is not a part of Independent Counsel. The point is that the three groups before the Court do not speak for all of the lawyers, and indeed as we understand it, there was at least one lawyer making representations on behalf of an objector before McMahon J., who also is not a part of Independent Counsel.

Representations were made by Independent Counsel to the government, during negotiations, that the average of their fees were in the $15,000.00 range. It was represented to the government that the fees on an hourly basis due to various law firms outside of the Baxter National Consortium and Merchant Law Group, were well in excess of $4,000.00.

As regards Merchant Law Group, the work done on individual files exceeds $40M. The work done on class proceedings exceeds $8M. The class proceedings work is to be paid on a multiple of 3 to 3.5 times. An average of that would be $27M. If Merchant Law Group were being paid in full for the work done on behalf of clients as well as receiving a 3 to 3.5 multiple on class proceedings work, then Merchant Law Group would be entitled to a payment of about $70M. The Agreement does not take away from Merchant Law Group an entitlement to payment for the work done in full but rather provides for a payment to Merchant Law Group in exchange for giving up the entitlement to a percentage of the CEP.

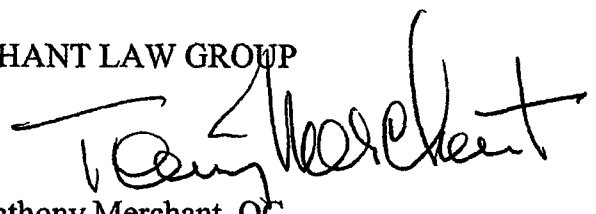
Counsel are not going to be able to agree on this issue. And indeed this is the first occasion when we have heard that the government advances that this pays all of the WIP of lawyers, including Independent Counsel, Merchant Law Group, the Baxter National Consortium, and lawyers who are not a part of these three groups who will be making claims for $4,000.00 payments in connection with work which they have done for their clients.

All of this comes in the context of an inquiry being made of the Court whether the payment of fees by the government under the Settlement Agreement wipes out all the lawyers' WIP.

This is not a question before the Court. It is a question addressed to the Court by counsel for an objector but it is not a question which the Court may answer. It is not a part of the issues that are advanced by the National Certification Committee for certification. It is not a part of the settlement. It is, we submit respectfully not a question that is before the Court.

Yours truly

MERCHANT LAW GROUP

PER: 

E.F. Anthony Merchant, QC

EFAM*sb

c.c. kbaert@koskiminsky.com;Celeste Poltak; catherine.coughlan@justice.gc.ca; john.phillips@dpylaw.com; pgrant@hsgnativelaw.com; anastasiah@hsgnativelaw.com; emerchant@merchantlaw.com; jpage@casselsbrock.com; r.donlevy@mckercher.ca; pbaribeau@lavery.qc.ca; janice.payne@nelligan.ca; boreilly@hsgnativelaw.com;

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Certified by the Law Society of Upper Canada as a Specialist in Civil Litigation

October 20, 2006

This is Exhibit "J" referred to in the affidavit of Jonathan Ptak sworn before me, this 2nd day of March 20 07

A COMMISSIONER FOR TAKING AFFIDAVITS
Celeste Poltak

The Honourable Chief Justice Donald Brenner
Supreme Court of British Columbia
The Law Courts
Vancouver, BC
V6Z 2E1

Dear Chief Justice Brenner:

Re: Quatell et al v. Canada
No. L051875 Vancouver Registry

I write to you on behalf of the National Consortium.

At the hearing of the application for certification and settlement approval in Vancouver last week, certain questions were raised by objectors and posed by the Court with respect to the fees to be charged for representation of clients in the IAP.

Fees for the IAP are not covered by the terms of the Settlement Agreement, except to the extent that the government has agreed to contribute to such fees to the extent of 15% of the amounts awarded.

There are doubts as to whether the Court may make an Order in respect of fees binding on all counsel. As a practical matter, however, the majority of claimants are represented by the National Consortium, the Merchant Law Group or members of the Independent Counsel Group. We understand that the two latter groups have agreed to "cap" their IAP fees at 30% of the amounts recovered.

To provide some level of certainty to this Court and some level of comfort to present and future clients, members of the National Consortium are also willing to voluntarily limit their fees in IAP claims to 30% of the amount recovered, inclusive of the government contribution, but exclusive of GST, PST or HST where applicable, and of reasonable disbursements not paid for by Canada. This arrangement would apply through to the conclusion of a decision in the standard track.

L.H. Mandel, Q.C.
R.T. Beaman
D.H. Dixon
D.R. Neill
P.D. Schmidt
L.C. Brown
A.A. Farrer
S.E. Ramsden
S.J. D'Agostino
R.C. Halpern
D.A. Payne
L.H. Kunka
D.R. Tenszen
J.J. Wilker
D.F. MacDonald
W.M. Moore Johns
S.H. Mandel
D.R. Merkur
R.H. Brent
M.L. Bennett
F.B. Chaudhry
A. Mladenovic
A.H.A. Burton
K.G. Hare
G. Karahotzitis
A.M. Kirsh
M.P. Schmitt

K.E. Howie, Q.C.
Counsel

There are, however, circumstances such as particularly complicated claims which proceed along the complex track, claims referred out to the court by the Chief Adjudicator, or claims which are subject to review, in which a higher fee might be justifiable.

The National Consortium is prepared to work with other plaintiffs' counsel, not limited to the members of the three named groups above, to see if an agreement could be reached on a fees protocol limiting fees in the various foreseeable circumstances. All claimants' counsel would be invited to subscribe to such a protocol. While adherence would be voluntary, publication of the names of counsel who have subscribed (such as has already occurred in respect of counsel who have agreed not to charge for CEP assistance) might be helpful to claimants seeking some assurance that they will not be subject to unreasonable fees.

All of this is respectfully submitted.

Yours very truly,

Alan A. Farrer

AAF/lg

David Paterson Law Corp.

#302 – 10252 135th Street
Surrey, B.C. CANADA
V3T 4C2

TEL: (604) 951-0435
FAX: (604) 585-1740
e-mail: davidp@shaw.ca

This is Exhibit "K" referred to in the affidavit of Jonathan Ptak sworn before me, this 2nd day of March 20 07

A COMMISSIONER FOR TAKING AFFIDAVITS

Celeste Poltak

20 October, 2006

Hon. Chief Justice Donald Brenner
Supreme Court of BC
The Law Courts
800 Smithe Street
Vancouver, BC
V6Z 2E1

Dear Chief Justice Brenner

Re: Quatell et al v. Attorney General of Canada
No. L051875, Vancouver Registry

This letter is written on behalf of the National Consortium. At the hearing of the application for certification and settlement approval in Vancouver on 10 to 13 October, 2006, certain questions were raised by objectors and posed by the Court with respect to the fees to be charged for representation of clients in the Independent Assessment Process ("IAP").

Fees for the IAP are not covered by the terms of the Settlement Agreement, except to the extent that the government has agreed to contribute to the cost of such fees to the extent of 15% of the amounts recovered.

There are doubts as to whether the Court may hake an Order in respect of fees binding on all counsel. As a practical matter, however, the majority of claimants are represented by the National Consortium, the Merchant Law Group or members of the Independent Counsel Group. We understand that the two latter groups have agreed to "cap" their IAP fees at 30% of the amounts recovered.

To provide some level of certainty to this Court and some level of comfort to present and future clients, members of the consortium are also willing to voluntarily limit their fees in IAP claims to 30% of the amount recovered, inclusive of the government contribution, but exclusive of GST, PST or HST where applicable, and of reasonable disbursements not paid for by the government. This arrangement would apply through to the conclusion of a decision in the standard track.

There are, however, circumstances such as particularly complicated claims which proceed along the complex track, claims referred out to the Court by the Chief

Adjudicator, or claims which are subject to review in which a higher fee might be justiriable.

The National Consortium is prepared to work with other plaintiffs' counsel, not limited to the members of the three named groups above, to see if an agreement could be reached on a fees protocol limiting fees in the various foreseeable circumstances. All claimants' counsel would be invited to subscribe to such a protocol. While adherence would be voluntary, publication of the names of counsel who have subscribed (such as has already occurred in respect of counsel who have agreed not to charge for CEP assistance) might be helpful to claimants seeking some assurance that they will not be subject to unreasonable fees.

Yours truly
DAVID PATERSON LAW CORP.

per: David Paterson

Peter Grant & Associates

BARRISTERS & SOLICITORS

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Canada V6Z 1S4
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Fax (604) 685-0244

Peter R. Grant*
Lee Schmidt
Allan M. Early
Michael Lee Ross
Brian O'Reilly

This is Exhibit "L" referred to in the affidavit of Jonathan Ptak sworn before me, this 2nd day of March 2007

A COMMISSIONER FOR TAKING AFFIDAVITS
Celeste Poltak

October 17, 2006

Our File No. 973-2

By Email

Koskie Minsky LLP
900-20 Queen Street West
Toronto, ON M5H 3R3
Attention: Kirk Baert & Celeste Poltak

Doane Phillips Young LLP
Suite 300 - 53 Jarvis Street
Toronto, ON M5C 2H2
Attention: John Phillips & Laura Young

Nelligan O'Brien Payne LLP
Suite 1900, 66 Slater
Ottawa, ON K1P 5H1
Attention: Janice Payne

Department of Justice Canada
234 Wellington Street, East Tower, Rm 1001
Ottawa, ON K1A 0H8
Attention: Paul Vickery

Merchant Law Group
100 - 2401 Saskatchewan Drive
Regina, SK S4P 4H8
Attention: Tony Merchant

Cassels Brock & Blackwell LLP
2100 Scotia Plaza - 40 King Street West
Toronto, On M5H 3C2
Attention: John Page

Torys LLP
Suite 3000 - Box 270, TD Centre
79 Wellington Street West
Toronto, ON M5K 1N2
Attention: John Terry

Department of Justice Canada
211 Bank of Montreal Building
10199 -101 Street
Edmonton, AB T5J 3Y4
Attention: Catherine Coughlan

Donlevy & Company
374 3rd Avenue South
Saskatoon, SK S7K 1M5
Attention: Rod Donlevy

Dear Sirs/Mesdames:

Re: *Quatell et al v. the Attorney General of Canada*: Comments made by Chief Justice Brenner

In the absence of having a transcript at this point, I would like to summarize my notes (which I attempted to take as verbatim as possible) and proposed responses on key issues raised by the Court at the end of the hearing on October 13, 2006. My suggestions are based on my own thoughts, as well as discussions with some individual counsel as we move forward on the issues.

1. Absence of Records for Elderly Survivors

Chief Justice Brenner commented that he heard a concern about people being unable to receive compensation and that there should be a means to address the issue of the missing records. He would like an answer with respect to this as to how their attendance will be addressed. He commented that the elderly are the most vulnerable.

I recommend that Canada seek direction on this issue and, if necessary, have an early meeting of the NAC.

I propose that for those who attended schools prior to 1960, there should be a policy that an affidavit alone would be sufficient if there are no records. The rationale for this position is that these are the "elderly survivors".

This issue was raised in both British Columbia and in Alberta with very elderly persons. In the case in British Columbia, a woman spoke on behalf of her mother who died a week before the Advance Payment was received. In the case in Alberta, a woman spoke for her very elderly husband and they had attended the schools in the 1920's and were denied Advance Payment by a form letter.

With respect to the issue of verification and Canada's concern in this regard, by limiting it to the "elderly" survivors, this would limit the numbers which would be subject to such an establishment of proof. It will allow for timely payment to these elderly persons.

At the same time, for those that were younger (which did not appear to be the main concern of the Court or those who spoke) there would be time to produce additional records or additional proof.

The fact that the second Dumont affidavit refers to obtaining Church and other records is really no guarantee as there is no certainty that those records will answer the issues. From my experience with respect to the records relating to the Anglican and United Church schools in British Columbia, they did not appear to have many records relating to student attendance.

2. Notice of the Opt-Out Period

This issue has been raised across the country. I did advise Chief Justice Brenner that the issues with respect to adequate notice will be addressed by the NCC prior to seeking approval of the Notice.

With respect, the answer that it is the "most extensive and exhaustive" is not sufficient in the face of the issues that many people did not understand or receive the Notice.

I would recommend the removal of the feather and the replacement a bold statement at the top of the Notice as follows:

> **IF YOU RESIDED AT AN INDIAN RESIDENTIAL SCHOOL, YOUR LEGAL RIGHTS MAY BE AFFECTED. You should read this Notice or contact 1-800...**

I also would recommend that there be a means by which there is the utilization of structures within different communities to provide the Notice to their membership. For example, it may well be worth it to have a person from the Indian Residential Schools Survivors' Society be paid to attend at remote places such as Wagisla in British Columbia. I am aware that they did have a number of public meetings.

It may also be helpful where there is a large tribal organization in a region [e.g. the Federation of Saskatchewan Indian Nations; James Bay Cree] that they be asked to assist on the Opt-Out within their area.

This does not require a change in the Agreement, but a more involved participation of representatives in advising Hilsee on the Notice. I note that Todd Hilsee has proposed that when there is an NCC meeting he will address all of these concerns, but I believe that we should advise the Court that we are going to set up such a meeting very quickly after the completion of the Court hearings and that we would be certain that we will address and invite comments from all of those who have raised the issue in the Courts. (I, for example, did speak to the representative from Wagisla who spoke on the inadequate Notice and asked her to send me any comments she has for improvement.)

3. Time for healing

Chief Justice Brenner raised the issue of the healing time and whether that can be extended.

Under Article 8.01(2) of the Agreement, Canada would "on or before the expiry of the fourth anniversary of the Implementation Date" evaluate the healing program. I would recommend that we encourage the Court that there could be reports, either quarterly or at least twice a year, to the Court with respect to the healing and also that there can be concerns raised with respect to the healing that can be presented to the Court as a key element of the implementation.

I proposed this as it would address the issue that the Court raised where there may be a possibility of Court supervision. In this way, the Court can indicate to survivors that the Court will be involved in monitoring the healing and if there are concerns they can ultimately be raised with the Court. This could be agreed to without a further financial commitment by Canada, except for the reporting costs.

4. Administration side of the Implementation

A. Form Fillers

An issue was raised about having the CEP and IAP forms filled out. On this point, I would state that Independent Counsel strongly believe that persons need independent legal advice to fill out the IAP forms. The reason for this is that their legal rights will be affected and the extent and nature of their claim will be affected. However, having said that it seems appropriate that persons or organizations may assist persons so long as they are under the supervision of a lawyer and that may be a compromise to address this issue.

B. Support for Class Members as they go through the process

The Court was very concerned with respect to this issue and it was raised that if the number of the hearings are doubled there would have to be an increase of capacity for the provision of support services. These have

been critical for the health and well-being of survivors.

On this point, Article 8.02 appears to provide for this. However, it would be my recommendation that Canada provide a follow-up affidavit from Health Canada, advising how they would meet those needs and provide the necessary support, either directly or through other organizations. This will hopefully address the concerns raised by the Court.

C. IAP Legal Fees

The Court has received a letter that the Independent Counsel sent which confirms that our legal fees are capped at 30% for the IAP, one-half of which would be reimbursed by Canada under the 15% formula. This is a voluntary position taken by Independent Counsel as it is not in the Agreement and we do not propose any amendments to the Agreement. It is my understanding that the Merchant Law Group has made a similar commitment. The Court asks whether the Consortium may also make such a commitment and I leave that to the Consortium.

I believe that the Court understands the issue of review of accounts through the taxation officers. There is a well-set track record in British Columbia with respect to the review and taxation of contingency fee agreements and the Chief Justice is familiar with that. Therefore, I am hopeful (but we must underline this for him) that he can persuade Justice Winkler that this not an issue and that the Consortium proposal, which is supported by Independent Counsel leads the way of addressing any questions on reviews of legal bills.

5. Apology from the Prime Minister

Chief Justice Brenner commented:

> "Seriously Canada has recognized a grievous wrong has been committed. I do not see the difficulty with a very clear apology."

In response to this comment, I would recommend that the plaintiffs propose to the Court that he should set out his views with respect to an apology in his Reasons for Judgment. However, we should equally point out to the Court that such an apology must come voluntarily from the Prime Minister or the Queen's representative and that it would not be appropriate that the Court order an apology. Not only is this because it is not in the Agreement, but because any apology as a result of a compulsory Court order would not have the same meaning and affect.

6. Day Students

With respect to the submissions made by Donovan & Company regarding day students, the Court clearly saw that covering those not "residing" in the Residential School touches on a "substantive issue". In that regard, I believe that he understands that is not something that he can address and I believe we all will be in agreement on that.

I am sending this letter as my thoughts with respect to how we address the Court's issues. I believe it is very important that we do more in responding to Chief Justice Brenner than advising him that he must approve the Agreement as is and there is nothing else he can do.

We must reflect the fact that he has heard persons and he wants to respond to their issues to the extent that he can. For that reason I believe we should try to help him so that he will recognize that we also have heard the concerns raised by persons who have spoken.

I hope that this letter is of some assistance to reflect my views for our conference call on Thursday. Needless to say, persons may wish to respond to it in advance of Thursday.

Sincerely yours,

PETER GRANT & ASSOCIATES



Peter R. Grant

PRG:at

MERCHANT LAW GROUP LLP

(AN INTERPROVINCIAL LAW FIRM)
100 - 2401 Saskatchewan Drive, Regina, Saskatchewan, S4P 4H9 TELEPHONE 306-359-7777 FACSIMILE 306-522-3299

OWEN FALQUERO
HENRI P.V. CHABANOLE, J.
STEVEN A. HAICHERT
ROBERT G. CROWE *
MICHAEL MANTYKA
TREVOR NEWELL
DOUGLAS A. OTTENBREIT
RUPINDER K. DHALIWAL
GREGORY R. PINCOTT, *
ANNA SHULMAN
VICTOR B. OLSON
SUNEIL A. SARAI
IN ARTICLES *

Residing in MONTREAL
GERALD B. HEINRICHS
STEPHEN HILL *
TIMOTHY E. TURPLE
EVATT F.A. MERCHANT
JONATHAN CROSS *
Residing in YORKTON
JORDAN C. BIENERT
Residing in CALGARY
JAMIE CRAMER *
Residing in WINNIPEG
DARREN WILLIAMS
IN ARTICLES (ALBERTA) *

GORDON J.K. NEILL, Q.C.
DREW R. FRYK
WELWU, Ph.D. *
JOHN D. HARDY
MATTHEW V.R. MERCHANT
CHRISTIAAN J. ROTHMAN *
PETER MANOLSOS
RYAN TKACHUK *
RONALD E. KAMPITSCH
Residing in EDMONTON
JANE ANN SUMMERS
SURREY/VICTORIA
NON-PRACTISING *

E.F. ANTHONY MERCHANT, Q.C.
MICHAEL R. TROY
Residing in REGINA
L. JAMES NEUMEIER *
JONATHAN S. ABRAMETZ
Residing in SASKATOON
HELMUT EHMS
JASON FIEGE *
GRAHAM K. NEILL
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REGISTERED MEDIATOR

DAVID A. HALVORSEN, J.
CASEY CHURKO
ANTHONY L. BORYSKI
DWAYNE Z. BRAUN
JEREMY C.A. CAISSIE
RICHARD S. YAHOLNITSKY
J. E. JOSHUA MERCHANT
NATACHA DEVIL *
KEVIN LIESLAR
[illegible]
WILLIAM SLATER
[illegible]

This is Exhibit "M" referred to in the affidavit of Jonathan Ptak sworn before me, this 2nd day of March 2007

A COMMISSIONER FOR TAKING AFFIDAVITS
Celeste Poltak

October 23, 2006

Supreme Court of British Columbia
Registrar's office:

Please provide letter to Brenner C.J. as a scheduling suggestion assuring that matters may conclude today. E.F. Anthony Merchant, Q.C., will be joining me soon. He is on a flight this morning from Regina, which unfortunately is delayed.

The Court time regarding Merchant Law Group issues is not of general interest to the public, although of course people are welcome to attend. We have put our positions before the Court in writing. We will need about 15 minutes for oral pleadings, depending on questions from the Court, plus any submissions from the Federal Government. For example, these issues in Alberta were extremely brief.

A suggestion to expedite matters would be to indicate a short noon break (30 minutes), if it pleases the Court, and indicate to the public and other counsel that, while everyone is welcome to return immediately after the break, the Court will be calling the Merchant Law Group issues, which may not be of general interest. The Court might then return to the full schedule thereafter, but not before a specified time, perhaps 1:30 or 2:00 PM. It could be indicated that the public and other counsel may choose to return only then.

This will accommodate out of town counsel and, most importantly, avoid First Nations people having to overnight. For example, Mr. Merchant is to be in Ottawa tomorrow (today's Court date being unanticipated by all counsel), and is scheduled on a 5:15 P.M. flight to Toronto. There is also an 8:15 P.M. flight to Toronto and two later flights to allow various counsel to travel. There are clear benefits to finishing the hearings today, even at 6 P.M. What really matters is that this re-emphasizes that the Courts are ready to make sacrifices in order to address these issues appropriately.

Thank you

WILLIAM SLATER
Merchant Law Group

cc: Federal government counsel; and Kirk Baert for the NCC

KOSKIE
MINSKY LLP
BARRISTERS & SOLICITORS

October 24, 2006

Kirk M. Baert
Direct Dial: 416-595-2117
Direct Fax: 416-204-2889
kbaert@koskieminsky.com

This is Exhibit "N" referred to in the affidavit of Jonathan Ptak sworn before me, this 2nd day of March 20 07.

A COMMISSIONER FOR TAKING AFFIDAVITS
Celeste Poltak

The Honourable Mr. Justice Warren K. Winkler
Regional Senior Justice
Ontario Superior Court of Justice
Court House
334 - 361 University Avenue
Toronto, ON M5G 1T3

The Honourable Mr. Justice Daniel H. Tingley
Superior Court of Quebec
Edifice place de justice
1 rue Notre-Dame St. E.
Montreal, QC H2Y 1B6

The Honourable Mr. Justice Schulman
Court of Queen's Bench
Law Courts Building
408 York Avenue
Winnipeg, MB R3C 0P9

The Honourable Mr. Justice R.S. Veale
Supreme Court of the Yukon Territory
2134 Second Avenue
Fourth Floor Judges' Chambers
Whitehorse, Yukon Y1A 5H6

The Honourable Mr. Justice Richard
Court House
4903 - 49th Street
Yellowknife, Northwest Territories
X1A 2N4

The Honourable Mr. Justice Ball
Court of Queen's Bench
Court House
2425 Victoria Avenue
Regina, SK S4P 3V7

The Honourable Mr. Justice McMahon
Court of Queen's Bench
Court House
611 - 4 St. S.W.
P.O. Box 2549 Stn. 'M'
Calgary, AB T2P 1T5

The Honourable Mr. Justice Brenner
The Supreme Court of British Columbia
The Law Courts
800 Smithe Street
Vancouver, B.C. V6Z 2E1

The Honourable Mr. Justice Kilpatrick
Nunavut Court of Justice
P.O. Box 297
Iqaluit, Nunavut X0A 0H0

Your Honours:

Re: Baxter/Cloud v. Attorney General (Residential Schools Settlement)
Our File No. 05/1721

I am writing on behalf of the National Certification Committee.

I am writing with respect to two matters.

First of all, I am writing to advise that all of the settlement approval hearings have now been completed. All judges took the matter under reserve.

Second, I am writing to provide copies of Mr. Grant's letter dated October 6th and Mr. Farrer's letter dated October 20th. These letters were sent in response to concerns raised by various courts with respect to IAP fees. We wanted to make sure that all courts had copies of all letters.

If there are any questions arising out of the correspondence enclosed, we would be pleased to answer them.

Yours truly,

KOSKIE MINSKY LLP

Kirk M. Baert
KMB:atd
Enclosures

c Paul Vickery - w/encls.
Catherine Coughlan - w/encls.
John Terry - w/encls.
John Kingman Phillips / Laura Young - w/encls.
S. John Page / Alex Pettingill - w/encls.
W. Roderick Donlevy - w/encls.
Pierre L. Baribeau - w/encls.
Janice Payne - w/encls.
Peter Grant - w/encls.
E. F. Anthony Merchant Q. C. - w/encls.

Peter Grant & Associates*

BARRISTERS & SOLICITORS

Peter R. Grant* Allan M. Early Brian O'Reilly
Lee Schmidt Michael Lee Ross

900-777 Hornby Street
Vancouver, B.C.
Canada V6Z 1S4
Tel (604) 685-1229
Fax (604) 685-0244

October 31, 2006

Our File No. 973-2

This is Exhibit "O" referred to in the affidavit of Jonathan Poltak sworn before me, this 2nd day of March 20 07.

A COMMISSIONER FOR TAKING AFFIDAVITS

Celeste Poltak

Court of Queen's Bench
611 – 4th Street SW
Calgary, AB T2P 1T5

Attention: Court Clerk

Dear Sir/Madame:

Re: *Northwest et al v. Attorney General of Canada*: Action No. 0501 09176

Please bring this letter to the attention of Mr. Justice T.F. McMahon.

Independent Counsel were not represented at the hearings before the Alberta Court in part due to extended hearings in British Columbia. I understand that an objector at the hearing raised a question with respect to fees charged by the Merchant Law Group. On behalf of Independent Counsel I advise that the National Consortium and the Merchant Law Group have separate arrangements for payment of legal fees than that for Independent Counsel.

Independent Counsel have retainers with 4,000 to 5,000 residential school survivors. The majority of these retainers pre-date May 30, 2005. The Settlement Agreement provides that Independent Counsel will not charge any fee, including a contingency fee, for recovery of the Common Experience Payment ["CEP"] (Article 13.06). This was agreed to in consideration of payment by Canada for actual work in progress to the signing of the AIP in November 20, 2005, to a maximum amount of $4,000.00 plus reasonable disbursements per file. This agreement applies only to clients where there was a "significant solicitor client relationship" in place prior to May 30, 2005. The time frame was to ensure that lawyers were not rewarded for "signing up" clients after it became reasonably clear that the CEP would be on the table.

The sole purpose of the $4,000.00 maximum WIP payment was in lieu of charging any legal fees for recovery of the CEP. This fee agreement recognized that Independent Counsel will not be able to pursue less serious physical abuse claims that would have been compensable in litigation or in the ADR process, but will not meet the criteria for the IAP. It is anticipated that the vast majority of claimants with less serious physical abuse will simply accept the CEP rather than opt out and pursue their claim individually.

In view of the fact that the average CEP has been estimated to be $24,000.00 and on the assumption that the average contingency fee agreement is 30%, Independent Counsel gave up a significant amount of legal fees for those clients with whom a "significant solicitor-client relationship" existed before May 30, 2005.

The National Consortium are not entitled to recover fees for processing the CEP for present or future clients under Article 13.08 [See Article 13.08(1)]. This is confirmed in the affidavit of Darcy Merkur, filed with the Court [Joint Motion Record, Volume 8, Tab 42, page 2361, pars. 17 and 18]

During negotiations it was apparent to Independent Counsel that neither the National Consortium, nor the Merchant Law Group would be entitled to recover over and above their fee arrangement additional fees for the CEP based on their WIP.

Negotiations between Canada and Independent Counsel did not include any agreement to wipe out or cancel outstanding WIP for those clients that proceed through the IAP.

The Settlement Agreement does not interfere with "whatever retainer agreements might exist between counsel and client" with respect to the IAP. [Par. 18 of Merkur Affidavit]

Subsequent to the Settlement Agreement, Independent Counsel have agreed to cap the contingency fee agreement at 30% (copy of letter to Chief Justice Brenner attached). This is a voluntary agreement and does not require any amendment to the Settlement Agreement.

Hopefully this letter may be of assistance to the Court in addressing the questions raised about payment of fees so far as it applies to Independent Counsel.

Sincerely yours,

PETER GRANT & ASSOCIATES

Peter R. Grant

PRG:at

cc: Independent Counsel
National Certification Committee

Department of Justice Canada

Edmonton Office
211 Bank of Montreal Bldg
10199 - 101 Street
Edmonton, Alberta
T5J 3Y4

Ministère de la Justice Canada

Région des Prairies
Edifice de la Banque de Montréal
211 rue 101 - 10199
Edmonton, Alberta
T5J 3Y4

Telephone: (780) 495-2975
Facsimile: (780) 495-3834
Internet: catherine.coughlan@justice.gc.ca
Our File: Notre dossier: 2-85581
Your File: Votre dossier:

November 6, 2006

BY FAX

This is Exhibit "P" referred to in the affidavit of Jonathan Ptak sworn before me, this 2nd day of March 20 07

A COMMISSIONER FOR TAKING AFFIDAVITS
Celeste Poltak

The Honourable Mr. Justice T.F. McMahon
Court House
611 - 4th Street SW
Calgary, Alberta T2P 1T5

My Lord:

Re: Northwest et al v. Attorney General of Canada
Action No. 0501 09176

At the conclusion of the Certification and Settlement Approval motion in respect of the above-noted action, Your Lordship requested that Canada provide clarification as to the effect that payment of legal fees by Canada to counsel pursuant to the Settlement Agreement will have on counsel's outstanding work-in-progress. This clarification is required to answer the objection raised by Mr. Bronstein on behalf of a number of objectors from the Southern Alberta First Nations.

I understand you have received correspondence on this matter from Mr. Peter Grant on behalf of the Independent Counsel and Mr. E. F. Anthony Merchant Q.C. on behalf of Merchant Law Group. Canada anticipates providing our response not later than November 16, 2006. I apologize for the delay in providing a more timely response to the Court.

Yours truly,

Catherine A. Coughlan
General Counsel
Aboriginal Law Services
Prairie Region
Justice Canada

CAC/rw
c.c. National Certification Committee
c.c. Dan Carrol and Jon Faulds Q.C., Field LLP

Canada

partment of Justice / nada
Ministère de la Justice / Canada

Edmonton Office
Prairie Region
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T5J 3Y4

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FACSIMILE TRANSMISSION
TRANSMISSION PAR TÉLÉCOPIEUR

SEND TO / ENVOYER À

Paul Vickery
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234 Wellington Street
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FROM / DE: **Catherine A. Coughlan**

Pages (including cover sheet) 3 **Date of Transmission:** Novemer 6, 2006

Comments / Commentaires:

RE: Northwest et al v. AGC
Action No 0501 09179

Please see attached letter to Justice McMahon dated November 6, 2006.

NOTICE:

This message is intended for the use of the individual or entity to which it is addressed and may contain information that is privileged, confidential and exempt from disclosure under applicable law. If you have received this communication in error, please notify us immediately by telephone. Thank you.

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In the event of transmission problems, kindly contact / Si cette liaison n'est pas claire, communiquer avec:
Name/Nom **Raksha Woo** at/au: **(780) 495-3925**

PETER GRANT & ASSOCIATES

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Vancouver, BC Canada, V6Z 1S4

November 6, 2006

Our File No. 973-2

This is Exhibit "Q" referred to in the affidavit of Jonathan Ptak sworn before me, this 2nd day of March 20 07

A COMMISSIONER FOR TAKING AFFIDAVITS
Celeste Poltak

By Email

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

Attention: Celeste Poltak

Dear Ms. Poltak:

Re: ***Quatell et al v. the Attorney General of Canada***

Please find enclosed a letter of objection, written by Mr. Sylvester Green to Chief Justice Brenner. As we advised the Court, I assured the Court that any correspondence that was sent to our office as well would be sent out to the other judges. I would appreciate you ensuring that the other eight judges receive a copy of this letter.

Thank you for your attention to this matter.

Sincerely yours,

PETER GRANT & ASSOCIATES

Peter R. Grant

PRG:at

enclosure

*Personal Law Corporation

HEALING OUR SPIRIT
BC Aboriginal HIV/AIDS Society

RECEIVED
NOV 0 1 2006

FAX

To: Peter R. Grant
Organization: Peter Grant + Associates
Fax Number: (604) 685-0244
Phone Number: (604) 685-1229
From: Sylvester Green
Date: November 1/06
SUBJECT: Action #L051-875
Pages: 11 plus cover = 12

Comments:

RE: Campbell Quatell, aka. Fontaine
V.S.
Attorney General of Canada

This letter has been faxed to Chief Justice Donald Brenner. I wanted you to have a copy as well.

Confidentiality Notice: This fax is intended for use of the individual or entity to which it is addressed in the header, and may contain confidential information that is exempt from disclosure. If you have received this message in error kindly notify the sender immediately.

Outreach Office: Suite 100 – 2425 Quebec Street, Vancouver, BC V5T 4L6 Telephone: 604-879-8884 Fax: 604-879-9926
Administration Office: 644 – 1979 Marine Drive, North Vancouver, BC V7P 3G1 Telephone: 604-980-9620 Fax: 604-980-9632
Toll – Free in Canada: 1-866-745-8884 Website: www.healingourspirit.org

Oct 31/06, Tuesday.

Attention;
Chief Justice, Donald Brenner
The Law Courts,
800 Smithe Street,
Vancouver B.C. V6Z 2E2

Dear Sir,

As you may recall, on October 11, 2006 I stood before you and gave you my testomony about my experiences in Edmonton I.R.S. In this letter, I will tell you briefly again starting from my stay with my grandfather - (the late Sam Douse) and what I learned from him. This letter is for all the nine judges across Canada to read because every survivor's story is not told because, either they have no money to travel great distances & court hearings. This is unfair to the survivors because they want to have a say regarding 10+3 compensation and want to tell their stories of Abuses in I.R.S's across Canada and the impact of the horrific crimes that were imposed on my people around this world. The stories that you heard may be the same, but as you all (judges) know, we are unique as human beings. eg. a finger in the behind will be most shameful to one person and to another it may cause psycological

damage to another person for the rest of his or her life. This is the same for sexual abuse and physical abuse, and mental abuse.

Now I shall begin with in regards to the 10/5 Compensation package Mr. Fontaine and the government put together. In my own words Sir(s) the package really sucks. Let me explain why. First of all, the white man came to this country and forcefully took this land from the native people. They (white man) raped the women and children, they polluted the minds of the natives with their fire water. Got the native people drunk, raped them, stole from them, deceived them while they (the natives) were in their drunken stupor. The white man built residential schools to assimilate the native people into white society. How did you go about doing this? First of all, the D.I.A. (gov. representatives) took little children from their families, grandparents, villages by force. (First abuse on a small child) This is called kidnapping. In the Canadian Law this is a serious offence. The next thing the whiteman did was to keep the children from seeing their families for years at a time. (I was in I.R.S. 10 years — from 1949 - 1959) When I was taken away from my grandpa, (1949) I was 6 years old at the time. I loved my grandpa very much because he showed us (4 boys) love, patience, honesty, respect, and disciplined us with love. There was no harsh punishment for misbehaviour As for in the I.R.S.'s

discipline, if we spoke our own languages (different nations) or mis behaved, we were severally punished by means of a strap, stick, fist, squeezing hard on the elbow, slapped around. Some kids were beaten so severly they had to go to the hospital. And there some kids died of their injuries an pneumonia. Ever since these IRS's opened, thousands of kids have died (30-50 thousand) But the church and state covered up these deaths, As a young boy I helped bury one of these kids at the I.R.S. in Edmonton. Myself and 3 other kids dug the grave. The other kids were my brother Larry, my friend Melvin Patsey, and my other friend Albert Cardinal (fr Alberta-Passeleasey) We were hired by one minister by the name of Jim Ludford. (one of my perpetrators) We called him Mr. Jim or Mr. Ludford. The bastard was the second asshole to sexually abuse me. Funny how he can go up in the pulpit every Sunday and preach the word of "God" and the rest of the week he would sexually abuse little boys for his own gratification, I can still see the bastard in my minds eye - the first perpetrator was Mr. Moore. He was the supervisor for the first dorm. This son of a bitch had the nerve to line five (5) of us by the washroom (with no door) and each of us, one at a time, went into the bathroom and bend over for this white trash so he can please himself. One of us We asked each other, "why is he doing this to us? Not one of us knew why, so one boy said I'll ask him next time his turn comes around again. When he went into the

washroom again, he asked Mr. Moore "why are you doing this to us?" Do you know what this white bastard's response was? He said "You are all sick" who is the sick one in all this shit? The white man. Ever since the white man came to this beautiful land, the Native people around the world have been dispossessed. We have not been treated (the Native people) fairly since contact. The other perpetrator was Burns Mckatherine. (spelling?) This asshole was always on crutches and always had a cigarette in his mouth. This trash sexually abused me and physically abused me. I remember it vividly today. He cut all my hair off, when it was lunch time, I was too ashamed to go into the dining room, I had my arms around a steel post and along came Mckatherine and banged my head on the steel post. What a thing to do to a little boy. White men must think they are really tough against little children and women. I guess been in authority the white man makes tough and above the law.

Now after leaving the I.R.S. in 1959, (I was asked by my mom if I wanted to go back to Edmonton, I said "NO") I attended school in Hazelton B.C. called Hazelton Amalgamated School. I always thought I was the only abused kid in Edmonton. Every time some joked about Edmonton I.R.S. I would pretend to laugh, but deep inside I was ashamed and felt guilty about what the white trash did to me as a little kid. From what I've seen so far since leaving the I.R.S., the A

white man have no shame, have no conscience, no sense of guilt in what they do. They all cover up for each other. I have come to believe the church + state will not treat us fairly even after hearing the horrific stories in the court hearing of Oct 10, 11, 12, 13, and 23, 2006.

In attending school in Hazelton I remember my marks weren't that great. I remember going to the gym for a final exam, I only answered a few questions, I don't know what year or grade I dropped out of school. I turned to drinking at about the age of 19 years old. (guessing) At the same time still remembering about the abuses which were done to me as a little boy. No matter how much a person drank or how much drugs a person uses, there is NO shakeing the dirty rotten perpetrators. Thank "God" my night mares are far and between. Of all the so called professionals I've seen, NOT one was able to comfort me or help me in any way. In the years of my great depression, I've seen two (2) psychiatrists, about six (6) psycologists and about 5 plus ministers, and about seven (7) councilors and briefly a couple of elders. After seeing all these people I was still messed up. Alcohol, drugs, or people could NOT help me. I could not have a relationship for too long, I could not hold a job for very long, ended up in prison in 1984 which resulted in the loss of my family — especially my two lovely children who are the apples of my eye. Since I've lost my family, I have not been able to have a long relationship with women. I have been with

over a hundred women (100) and not one wants to be committed to staying with me. Even though I have told them (some of them) I was deeply in love with them. But I find out that they were either abused in the I.R.S. or from men who went to I.R.S. This sickness from the white man is passed from generation to generation. Alot of my friends have committed suicide or died because of alcohol or drugs. One of my friends in the North Coast drowned in a lake and his brother was run over by a train. The one that drowned, he was one of my best friends in Edmonton I.R.S. I had the privillage to speak to only once since I left I.R.S. He was in the process of taking the church and state to court for sexual abuse by Mckatherine & Jean Lindford. I guess the church and state are happy not to pay these dead people their compensation. That is the reason they put a time limit for the government to pay the living survivors up to May 30, 2005. This is very unfair because my mother went to Edmonton I.R.S. before me and after she left the school she suffered the rest of her life. She worked really hard to feed us and kept us clean even though she drank alot. I tried to talked to her about my I.R.S. abuses but she clamed up. I felt she may have been abused herself so I didn't want to press the matter because it would have been too painful for her. So I didn't mention I.R.S. to her again. My life after school has not been a happy one. It has been a lonely one, even today I live without a

route. Regarding my education, It took me 50 years to graduate. I completed my grade 12 when I was 56 years old. Too old to go into today's work force. I now live with arthritus in my left knee, and in my limbs when the weather is damp I am unable to be on my feet for eight hours anymore. I had to fight the government people (ministry) just to get my disability pension. Thank God for the people who advocated for us who are step on by government people. One other instance is with unemployment Insurence. I had to wait 8 or 9 weeks to get any money whrel I paid into for years of work. I find out later there was a big surplus in E.I. Still I was not compensated for the time I starved while waiting. How very unfair for the government to do this to poor people. Speaking of surpluses, the Liberal government bragged of having eight(8) surpluses of billions of dollars while they were still in government. Because of the goverament cut backs I lost my job of 8 years. So I lost thousands of dollars from the loss of my job. Because of the church and State I lost another job in the sawmill of 7 years. In the 1980's, $14.00 an hour was good money. Now as for the government today, the Conservatives brag about a 13.2 billion dollar surplus. I ask a question here, is Canada's revenue for one year in the trillions of dollars. I think so. The government can't deny that.

Before going on to my conclusion of this letter I must mention one other thing, one other abuse which

one of my lady friends from Bella Bella B.C. stated in a book I purchased in the year 2005. The author of the book is Kevin Annette. In the interview, a lady (my friend) by the name of Vera stated in the school she attened the government had all the girls fixed so they will not have children. This your ~~Honor~~ Honour(s) is part of Genocide in which the government and the churches tried to eradicate the Native population. This is along with giving the natives blankets in which made my people sick and die by the thousands. Thats men, old men and old women and children and women of age who can bare children. By the way the book I was referring to earlier is called "Hidden from History". Your Honours there is alot of information on genocide in this book.

One last thing (but not the very last) before I conclude this letter. Canada has NOT signed the "UN Declaration on the Rights of Indigenous Peoples". As I said in the court hearing, the Priminister of Canada is a prejudice person. He is prejudice against Native people. No one can deny this. Now in concluding this letter, it does NOT mean my story is finished. Again as I said in the court hearing; Canada can not silence me about my abuses with 10+3 compensation. This amount is shameful, a disgrace, a stab in the back. I have been working on this letter for 13 hours approx. and

oct 31/06 Page 9

I'm getting tired.

In conclusion your Honour(s), about the 10+3 package, as I said in the court hearing, I don't object to the compensation but object to the amount. The amount is too small considering the abuses will last a life time. The pain, shame, guilt will not go away.

* Since the government + churches are both liable for the abuses since residential opened and when they were closed. The church and State has cause the Native peoples of Canada alot of pain, shame, guilt, by means of abuses of sexual, mental, ~~physical~~ physical, and psycological. These abuses will be handed down from generation to generation. How would the government + churches make amends to the native peoples of Canada?

* Lets start with a public apology. (to every native nation in the Country.)

* Next, since we (all natives) suffered for many years passed and years to come, I charge Canada to pay all survivors 10000 x 100 and 3000 every year after that. This amount hardly covers the deaths, the abuses, the pain, shame, and guilt the white man has imposed on us. This amount is very small compared to the big revenue Canada collects every year from the resources of this land.

* Since the church and State is going to apologize, I want them to prove to me and the Native of Canada that church and state are serious about how sorry they really are. How are they going to do this?

— For one thing, since we the Native people where on this vast land thousands of years before the white man, I ask

the church and State to give back the Land to the Native peoples of Canada.

* I ask the church and state to pay for all the elders gatherings where ever they may be held every Summer.
* A few years ago I wanted to go back to Edmonton for a reunion but was told by two Native organizations that they had no money. Even after they received monies from the healing foundation. (390 million) I wanted to take my children there to show them where all this horrific crime took place. (one of the places)
* Monuments? Its up to the Native peoples of Canada.
* I charge Canada should sign the "Declaration on the Rights of Indigenous Peoples.
* I charge Canada to look into the matter of lawyers fees which the church and stated should be paying for instead of the Survivors. Since we the Native peoples were the victoms of the white society the church and state should be held accountable and pay lawyers fees 100%. And I want my $90,000 back which I paid to my lawyer + 100% interest because of the abuses was NOT my fault (Wor the Natives)
* I also charge Canada (church and state) to pay children of deceased Native peoples who have suffered greatly because of IRS experiences. (My mother and brother, I've seen their suffering over the years) There are countless others across this great Nation of ours whose children are sent to ~~prison~~ prison because the parents weren't taught how to bring up a family. These children have become alcoholics, drug addicts, and prostitutes.

Oct 31/06
Nov 1/06

Page 11

* Your Honour, as I said to you in the court room in Vancouver at 800 Smithe Street October 11/06, I said "We can all work together, we can live together as one big nation." As "God" our Creator intended for us to live, to be happy, healthy, wealthy, and prosperous.

* Again you Honours, I will reiterate, more money for Survivors of Indian Residential Schools all across Canada. Because of years of long suffering.

* To heal, the native people need the land back, because the spirit of the Land, animals, birds, fish in the waters plants in the forests all that's living underground are all connected to human kind. More so for the Natives because there is great respect for "God's" Creation. Take one or more of these from this Earth, there will be no more life on this Earth which "God" created. Your Honours (nine of you), this is finished but the Legacy of the Residential Schools Abuses will live on. Thank You.

Sincerely yours

Sylvester Green
205-756 East 6th Avenue,
Vancouver B.C. V5T 1L5.
Phone: 604-708-5881

KOSKIE
MINSKY LLP
BARRISTERS & SOLICITORS

November 8, 2006

Celeste Poltak
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cpoltak@koskieminsky.com

This is Exhibit "R" referred to in the
affidavit of Jonathan Ptak
sworn before me, this 2nd
day of March 20 07

A COMMISSIONER FOR TAKING AFFIDAVITS
Celeste Poltak

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COPY

The Honourable Mr. Justice McMahon
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The Honourable Mr. Justice Kilpatrick
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P.O. Box 297
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Your Honours:

Re: Baxter/Cloud v. Attorney General (Residential Schools Settlement)
Our File No. 05/1721

COPY

Further to the Indian Residential Schools Settlement Approval hearings which occurred between August 29, 2006 and October 23, 2006, please find enclosed a letter of objection from Mr. Sylvester Green to Chief Justice Brenner. Counsel advised that court in British Columbia that any correspondence directed to the court and sent to counsel's attention, would also be provided to each of the other eight (8) judges who heard the motions for settlement approval.

We trust this is satisfactory and should any questions arise, please do not hesitate to contact the undersigned at your convenience.

Yours truly,

KOSKIE MINSKY LLP

Celeste Poltak
CP:atd
Enclosure

c The Honourable Mr. Justice Brenner – w/encls.
Kirk M Baert (KM) –w/encls.
Peter Grant - w/encls.
Catherine Coughlan - w/encls.
John Kingman Phillips – w/enls.
Alex Pettingill - w/encls.
Janice Payne - w/encls.

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Our File: 2-85581
Notre dossier:

Your File:
Votre dossier:

November 16, 2006

BY FAX

This is Exhibit "S" *referred to in the affidavit of* Jonathan Ptak *sworn before me, this* 2nd *day of* March 20 07.

A COMMISSIONER FOR TAKING AFFIDAVITS
Celeste Poltak

The Honourable Mr. Justice T.F. McMahon
Court House
611 - 4th Street SW
Calgary, Alberta T2P 1T5

My Lord:

Re: Northwest et al v. Attorney General of Canada
Action No. 0501 09176

Further to my letter of November 6, 2006, I wish to advise Your Lordship of Canada's position as to the effect that payment of legal fees by Canada under the Settlement Agreement will have on counsel's outstanding work-in-progress. This position is supported by the Assembly of First Nations.

For work carried out up to November 20, 2005, the Settlement Agreement provides only two bases upon which counsel, who are parties to the Agreement, are to be paid in respect of their Indian Residential Schools claims.

First, counsel are to be paid fees by Canada in respect of the Common Experience Payment (CEP). Section 13.08 of the Settlement Agreement governs the payment of fees to the National Consortium and Merchant Law Group. The National Consortium will be paid $40 million plus reasonable disbursements and applicable taxes. Merchant Law Group will be paid up to $40 million, subject to verification, plus reasonable disbursements and applicable taxes. Neither the National Consortium nor the Merchant Law Group are entitled to claim any further fees for work carried out up to November 20, 2005.

Pursuant to Section 13.06 of the Settlement Agreement, the Independent Counsel will be paid the lesser of $4000 plus reasonable disbursements and applicable taxes and the amount of outstanding work-in-progress as of November 20, 2005 in respect of each Eligible CEP Recipient with whom they have a substantial solicitor-client relationship. They are not entitled to claim any further fees for work carried out up to November 20, 2005.

Second, upon the implementation of the Independent Assessment Process, where a claimant is awarded compensation, any counsel who represented the claimant in the Independent Assessment Process is entitled to charge the claimant a fee in accordance with any applicable

Canada

contingency agreement. Canada's sole obligation is to pay a further 15% of the award as a contribution to legal fees.

Should a claimant elect not to proceed to the Independent Assessment Process or discharge his or her counsel, no further fees are payable to counsel under his retainer agreement for work carried out up to November 20, 2005.

The Settlement Agreement does not address counsel's ability to charge fees or disbursements for work carried out after November 20, 2005, except that, pursuant to Section 13.05 of the Settlement Agreement, counsel who have signed the Settlement Agreement or who have taken a payment under it may not make any charge to an Eligible CEP Recipient for fees or disbursements in respect of the CEP.

Yours truly,

Catherine A. Coughlan
General Counsel
Aboriginal Law Services
Prairie Region
Justice Canada

CAC/rw

c.c. National Certification Committee
c.c. Dan Carrol and Jon Faulds Q.C., Field LLP

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FROM / DE: **Catherine A. Coughlan**

Pages (including cover sheet) 4 **Date of Transmission:** November 16, 2006

Comments / Commentaires:

RE: Northwest et al v. AGC
Action No 0501 09179

Please see attached letter to Justice McMahon dated November 16, 2006.

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In the event of transmission problems, kindly contact / Si cette liaison n'est pas claire, communiquer avec:
Name/Nom **Raksha Woo** at/au: **(780) 495-3925**

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Our File: Notre dossier: 2-100283

Your File: Votre dossier:

This is Exhibit "T" *referred to in the affidavit of* Jonathan Ptak *sworn before me, this* 2nd *day of* March *20*07.

A COMMISSIONER FOR TAKING AFFIDAVITS
Celeste Poltak

November 16, 2006

VIA FAX & ORDINARY MAIL

Supreme Court of the Yukon Territory
Law Courts
2134 Second Avenue, Ground Floor
Whitehorse, Yukon
Y1A 2C6

Attention: The Honourable Mr. Senior Justice Ronald Veale

My Lord:

Re: M.D. et al. v. Attorney General of Canada – S.C. No. 05-A0140
Application for Certification and Settlement Agreement Approval
Residential School Representative Action

Further to the hearing reconvened on October 30, 2006, please find attached the Attorney General's responses to the questions Your Lordship posed to counsel in relation to the above noted matter. Some of the responses provided orally during the hearing have been supplemented and/or clarified.

In accordance with your direction and our usual practice, these questions and responses are being forwarded to the other eight judges who are seized with certification and settlement approval.

Thank you My Lord.

Yours truly,

Catherine A. Coughlan
General Counsel
Aboriginal Law Services

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01746-2002

Canada

Q1. If the Settlement Agreement (SA) is approved, the Court has a general supervisory power over the SA. The SA also contains provisions which provide specific access to the Court(s). If the SA is approved, are these provisions bound by the Court's supervisory jurisdiction?

A: By virtue of approving the settlement, the Court has a broad supervisory jurisdiction over the SA: *Smith v. Brockton (Municipality)*, [2004] O.J. No. 789 (S.C.J.) at paras. 1, 4 **[Tab 1]**. In addition to this broad supervisory role, the SA specifically provides access to the Appropriate Court or Courts in certain circumstances. Canada has provided Your Lordship with a chart that sets out the sections of the SA where matters can be specifically engaged by the Appropriate Court or Courts **[Tab 2]**. As well, paragraph 36 of the Draft Order provides that "this Court's jurisdiction is preserved for the purposes of supervision, operation and implementation of the Agreement and this judgment."

Q2. This question concerns Canada's veto under section 4.11(10). Under section 4.11(9), decisions of the NAC will be made by consensus and where consensus cannot be reached, a majority of five of the seven is required to make any decision. In the event that a majority of five members cannot be reached the dispute may be referred to the Appropriate Court by a simple majority of four of the seven. In such cases, does Canada have to be one of the four?

A. Canada would not have to be one of the four but if the matter involves increased costs of the Approval Orders there can be no reference to the courts pursuant to section 4.11(10).

Q3. Does section 4.11(10) apply to section 5.09(3) – that the NAC can recommend that Canada pay the cost of a class member's CEP appeal?

A. No, because section 5.09(3) of the SA contemplates that Canada may pay the costs of a CEP appeal upon the recommendation of the NAC.

Q4. Does section 4.11(10) apply to section 4.11(12) which sets out the mandate of the NAC?

A. Yes, in those cases where the carrying out of the mandate of the NAC under section 4.11(12) results in a vote that increases the costs of the approval orders. In so far as the NAC incurs costs in carrying out its mandate, those costs are not covered by section 4.11(10). Such costs are, however, subject to section 13.11 and the maximum operating budget provided therein.

Q5. Section 8.02 of the SA talks about the availability of emotional and mental health support services. What if Yukon class members were not getting these services? These services will cost money, yet there is no specific amount set aside for this purpose in the SA.

A. Health Canada will expand its current Indian Residential Schools Mental Health Support Program to be available to individuals who are eligible to receive compensation through the Independent Assessment Process, as well as to Common Experience Payment Recipients, and to those participating in Truth and Reconciliation and Commemoration activities. It will offer mental heath counselling, transportation to access counselling and/or Elder/Traditional Healer services and emotional support services, which include Elder support. Heath Canada will offer these services through its regional offices, including the Northern Secretariat which has an office located in Whitehorse, Yukon.

Q6. If the SA is approved, class counsel, in particular the National Consortium and the Independent Counsel groups will be paid their legal fees 60 days after the Implementation Date. Yet, the SA will be administered over the next 6-7 years. Who bears the interim cost of legal fees if a class member has to return to the Court?

A. During the teleconference, plaintiffs' counsel advised the court that there is no other source for the payment of the legal fees aside from the class members. They suggested that it would be unfair to cap fees, but not the amount of work. Some plaintiffs' counsel advised the court that counsel who receive legal fees under the SA have undertaken to assist class members with the CEP and that the government was in essence "pre-paying" counsel for work to be done in relation to the CEP. In that regard, please see paragraph 17 of the Merkur Affidavit. Pursuant to section 13.05, counsel may not charge any fees or disbursements in respect of a CEP recipient.

Q7. The $1.9 billion for the CEP amount was determined by actuarial principles as set out in the Siggner & Associates report, attached as Exhibit "M" to the affidavit of Richard Courtis (Joint Motion Record, Volume V, Tab 10). Why was not such an amount calculated for the IAP?

A. It is more difficult to forecast the number of IAP claimants than CEP claimants because there are more variables that would affect an individual's intention to make a claim for physical or sexual abuse.

Q8. Does section 4.11(10) of the SA apply to the global or aggregate amount of compensation payable under the IAP?

A. No. There is no cap on the global or aggregate amount of compensation payable under the IAP. There are compensation caps on individual IAP claims – for example, $275,000 for proven acts and harms and $250,000 for proven actual income loss - but there is no cap on the global or aggregate amount of compensation payable under the IAP for all IAP claims. Section 4.11(10) would apply if the NAC attempted to increase the compensation caps on individual IAP claims.

Q9. Where is it stated in the SA that Canada will pay what the Adjudicator orders? Is it just assumed that Canada will pay?

A. Page 7 of Schedule "D" to the SA (Joint Motion Record, Volume I, p. 00240) lists the "Core Assumptions as to Legal and Compensation Standards" and provides in (v) that "Adjudicators are, subject to rights of review, empowered to make binding findings on credibility, liability and compensation within the standards set for the IAP".

Q10. Court applications are contemplated by section 12.01 of the SA, which deals with requests to add institutions. Are the Courts constrained by the factors set out in section 12.01(3)?

A. Yes. The Courts are constrained by both the criteria set out in section 12.01(2) and the indicators set out in section 12.01(3) and could not, for example, add a day school or a public school to the list of Indian Residential Schools in Schedule "F".

The indicators include, but are not limited to those matters set out in (a) to (e). There may then be additional analogous indicators that indicate an institution was a federally operated Indian Residential School.

Q11. With respect to the Trust Agreement and the $1.9 billion fund, why does Canada commit this money and then pay it over to the Trustees, which are two Ministers?

A. The matter was arranged in this way to permit the fund to attract interest. The $1.9 billion fund is still held in the Consolidated Revenue Fund, but in order to attract interest, the fund has to be set aside for a special purpose in a trust pursuant to the *Financial Administration Act* (FAA). In particular, section 21 of the FAA provides as follows:

21(1) Money referred to in paragraph (d) of the definition of "public money" in section 2 that is received by or on behalf of Her Majesty for a special purpose and paid into the Consolidated Revenue Fund may be paid out of the Consolidated Revenue Fund for that purpose, subject to any statute applicable thereto.

(2) Subject to any other Act of Parliament, interest may be allowed and paid from the Consolidated Revenue Fund in respect of money to which subsection (1) applies, in accordance with and at rates fixed by the Minister with the approval of the Governor in Council.

The definition of "public money" referred to in section 21 is as follows:

2. In this Act,

...

"public money" means all money belonging to Canada received or collected by the Receiver General or any other public officer in his official capacity or any person authorized to receive or collect such money, and includes

...

(*d*) all money that is paid to or received or collected by a public officer under or pursuant to any Act, trust, treaty, undertaking or contract, and is to be disbursed for a purpose specified in or pursuant to that Act, trust, treaty, undertaking or contract

See also section 5.1 of the Trust Agreement which is Schedule "I" to the SA (Joint Motion Record, Volume I, p. 00313).

Q12. What is contemplated by the reporting requirements on the Trustee under section 10.01(d) of the SA in terms of when, what and where?

A. The SA contains two sections that speak to this issue: Sections 5.05 and 10.01. Section 5.05(1) and (2) provides (Joint Motion Record, Volume I, p. 00120):

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.

Subsections (d), (f), (j) and (k) of section 10.01 provide (Joint Motion Record, Volume I, pp. 000130-00132):

> **10.01 Trustee**
>
> In addition to the duties set out in the Trust Agreement, the Trustee's duties and responsibilities will be the following:
>
> ...
>
> (d) reporting to the NAC and the Courts respecting the CEP Applications received and being administered and compensation paid;
>
> ...
>
> (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;
>
> ...
>
> (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 laws; and
>
> (k) such other duties and responsibilities as the Courts may from time to time by order direct.

Article 8 of the Trust Agreement itself sets out various recording and reporting requirements. Article 8 provides (Joint Motion Record, Volume I, p. 00315):

> **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.

The foregoing can be summarized as follows:

(1) The Trustee will review the Designated Amount Fund ("Fund") within one year after of the Implementation Date to determine the sufficiency of the Fund to make the CEP payments: s. 5.05(1).

(2) The Trustee will audit the Fund within 12 months after the CEP Application Deadline to determine the amount of the surplus, if any, of the Fund: s. 5.05(2).

(3) The Trustee will report to the NAC and the Courts on the number of CEP Applications received, administered and paid out: s. 10.01(d).

(4) The Trustee will keep records regarding the administration of the CEP, including payments of the CEP: s. 10.01(f).

(5) The Trustee will prepare financial statements, reports and records as required by the NAC and Courts, "in form and content as directed by the Courts and submitting them to the Courts so often as the Courts direct": s. 10.01(f).

(6) The Trustee will maintain a database of information to permit the NAC and the Courts to evaluate the sufficiency of the Fund to pay the CEP from time to time: s. 10.01(j).

(7) The Courts can order or direct the Trustee to perform additional duties and responsibilities: s. 10.01(k).

(8) The Trustee will keep records that document the assets of the Trust and each transaction of the Trust including a record of all amounts received by the Trustee and all amounts distributed by the Trustee: Article 8.1 of the Trust Agreement.

(9) The Trustee will provide to the NAC each Fiscal Year a written statement of account setting out the balance in the Fund at the beginning and end of the relevant period, all receipts, disbursements and other transactions during the relevant period: Article 8.2 of the Trust Agreement.

Q13. Is there a funding cap on the matters set out in subsections 10.01(f), (j) and (k) of the SA or can the Court influence those? (i.e. reporting procedures etc. of Trustee).

A. Those subsections specifically permit the Courts to direct or order the Trustee to do certain things in respect of its reporting, recording and other duties. As a result, there is no cap and the Court can influence those matters.

Q14. Section 5.08 of the SA provides that all administrative costs will be paid out of the Designated Amount Fund, clarify?

A. Subsection 5.08(2) of the SA provides that the internal administrative costs related to Personal Credits and their distribution will be paid out of the Designated Amount Fund. By contrast, section 5.08(1) provides that Canada will assume the internal administrative costs relating to the CEP and its distribution.

Q15. Is the IAP Oversight Committee a continuing committee? Is its power limited to recommending changes to the IAP to the NAC?

A. The IAP Oversight Committee continues for the duration of the IAP. The IAP Oversight Committee is also responsible for appointing adjudicators, experts for psychological assessments and other matters. The details of the IAP Oversight Committee's mandate is set out in Schedule "D" of the SA (Joint Motion Record, Volume I, p. 00249).

Q16. What if the Adjudicators want more money?

A. The Adjudicators' fees will be set out in the contracts through which they will be hired. Their fees will be set by the amount and type of work that they perform, as well as their hourly or *per diem* rates.

Q17. What is the purpose of section 4.06(i) of the SA?

A. If any of the conditions set out in the subsection exist, then a class member may commence an action for any of the Continuing Claims.

Q18. What style of cause should be used on this decision?

A. *Fontaine et al. v. Attorney General of Canada et al.*

Q19. Where does the SA specify the length of the Opt Out Period?

A. The SA does not specify the length of the Opt Out Period. The SA provides that the Opt Out Period should begin to run from the date the last Court issues its approval orders (see definition of "Opt Out Period" in SA in the Joint Motion Record, Volume I, p. 00089). This is to ensure that all jurisdictions across Canada have the same Opt Out deadline date. Mr. Todd Hilsee recommends an Opt Out Period of 150 days. If the Courts approve the SA and accept that Opt Out Period as being reasonable, then the start and end of the Opt Out Period will be determined and set out in the Orders and Phase II Notices.

Q20. Will there be a Chief Adjudicator under the IAP?

A. Ted Hughes remains on as Chief Adjudicator until June 2007 (see paragraph 11 of the affidavit of Luc Dumont, sworn on August 30, 2006). As one of its duties, the IAP Oversight Committee will then select another Chief Adjudicator (Joint Motion Record, Volume 1, p. 00249, being p. 16 of Schedule "D" of the SA).

Court

Section Number	Contents of Section
4.11(4), (6), (9), (12)(j), 12(l), (13) - National Administration Committee	(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. (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. (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*. (12) The mandate of the NAC is to: (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; (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; (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.*
4.12(4) - Regional Administration Committees	(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.
5.04(3) - CEP Application Process	(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.
5.09(2), (3) - CEP Appeal Procedure	(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.
7.01(3) - Truth and Reconciliation	(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*.

12.01(5) - Request to Add Institution	(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.

Courts

Section Number	Contents of Section
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.
4.05(2) - Consent Certification	(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	(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.
4.09(1)(c) - National Certification Committee	(1) The Parties agree to the establishment of a NCC with a mandate to: 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.
4.11(12)(q), (14) - National Administration Committee	(12) The mandate of the NAC is to: (q) apply to the Courts for orders modifying the IAP as set out in Section 6.03(3) of this Agreement. (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.
6.03(3) - Resources	(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).
10.01(d), (f), (j), (k) - Trustee	d) reporting to the NAC and the Courts respecting CEP Applications received and being administered and compensation paid; 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; 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.
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.

Open in new window

Case Name:

Smith v. Brockton (Municipality)

PROCEEDING UNDER the Class Proceedings Act, 1992

Between
Jaime Smith, Alana Dalton, Jamie McDonald and Irene Sales Inc., operating as The Hartley House, plaintiffs, and
The Corporation of the Municipality of Brockton, The Bruce-Grey-Owen Sound Health Unit, Stan Koebel, The Walkerton Public Utilities Commission and Her Majesty the Queen in right of Ontario, defendants, and
Ian D. Wilson Associates Limited, Davidson Well Drilling Limited, Earth Tech (Canada) Inc., Conestoga-Rovers & Associates Limited, B.M. Ross and Associates Limited, Gap Enviromicrobial Services Inc., A&L Canada Laboratories East, Inc., David Biesenthal and Carolyn Biesenthal, third parties

[2004] O.J. No. 789
Court File No.: 00-CV-192173CP

Ontario Superior Court of Justice
Winkler J.

Heard: February 18, 2004 by case conference.
Judgment: February 27, 2004.
(23 paras.)

[Editor's note: Supplementary reasons for judgment were released March 30, 2004. See [2004] O.J. No. 1322.]

Civil procedure - Parties — Class or representative actions — Settlements — Applications and motions — Application for directions

Motion for directions from the court. The parties sought to alleviate logistical delays relating to the processing of outstanding claims under the Walkerton Compensation Plan. These delays were due to the large number of claims, a lack of communication, and the dissemination of inaccurate information regarding arbitration or statutory settlements and property diminution of value claims.

HELD: Motion allowed. The administrator was directed to compile and make available a list of settled claims and awards subject to confidentiality requirements; class counsel were to review and report on all property diminution of value claims so that further direction might be provided by the court; all offers made to claimants were to be communicated concurrently to class counsel; and all

unaccepted offers were to be referred to arbitration within 45 days of a deemed or actual rejection date. Furthermore, the administrator was under an obligation to make an offer that was consistent with Ontario law for any properly supported claim for compensation. The claimant had an obligation to provide sufficient information to substantiate the claim. Where disputes arise in this process, the claimant could refer the claim to mediation or arbitration for determination. The matter was to be revisited in 90 days for further direction.

Counsel:

F. Paul Morrison, Darryl Ferguson and Caroline Zayid, for Her Majesty the Queen in Right of Ontario.
Heather Rumble Peterson, class counsel representative.
Bruce Lee, for the Plan.
William Dermody, independent advice counsel.
Stanley Tick, Q.C., Michael Peerless, James Virtue, Robert Garcia, Dave Williams, Michelle Beckow, for the claimants.

REASONS AND DIRECTIONS

¶ 1 **WINKLER J.**:— The Walkerton Compensation Plan, as the court-approved settlement in this action is known, has now been in operation for almost three years. Since its approval by the court, the Plan has been administered by Crawford Adjusters Canada. The court has a broad supervisory jurisdiction over the Plan but is not involved in its day-to-day operation. The responsibility for claims intake, assessment and the making of compensatory payments rests with Crawford, as Administrator, and Plan counsel.

¶ 2 During the course of the proceedings leading to the settlement, an estimate of the number of anticipated claims was provided to the court by plaintiffs' counsel. Using the Walkerton population as a base, approximately 5,000 people at the material time, it was estimated there would be 7,500 claims, including residents and visitors. As it turns out, the Administrator has received over 10,150 applications. The increased class size has created, understandably, some logistical difficulties for the Administrator in implementing the settlement.

¶ 3 Since the settlement was approved, the court has been issuing orders and directions from time to time and holding periodic case conferences, where necessary, to monitor the operation of the Plan. Throughout, the court has directed that unnecessary delays in providing compensation to eligible claimants must be avoided. In this respect, I note that it has also been the court's experience that certain delays are not attributable to the administrative process but rather relate to delays by claimants in filing claims or responding to offers by the Administrator.

¶ 4 Regardless of the underlying cause, the fact remains that the Plan has been in operation for almost 3 years and there are still some obvious delays in processing claims. In keeping with its supervisory role, the court convened a case conference on February 18, 2004. At the case conference, counsel for the Province of Ontario expressed concerns similar to those of the court and indicated that they had received instructions from the Province to bring a motion for directions to address certain perceived difficulties with the settlement implementation.

¶ 5 In addition to counsel for the Province of Ontario, class counsel, the independent advice counsel appointed by the court, plan counsel, representatives from the Administrator and counsel for individual

claimants were also present at the case conference. They were invited to make submissions in response to the court's concern that the delays in claim completion indicated that court intervention by way of formal directions was required. In their various submissions, all participants in the case conference supported such an intervention by the court at this time.

¶ 6 In the past, the court has taken steps on numerous occasions when problems have arisen to correct those problems or to cause procedures to be created to address delay. During the first year of the Plan, a case conference resulted in the implementation of a standardized offer system for injuries lasting less than 30 days and water disruption, the intention of which was to expedite claim resolution by streamlining the process. As matters developed, special mediator/arbitrators were appointed by the court to deal with difficult claims. Independent advice counsel was appointed to assist unrepresented claimants free of charge. As a result of a motion, directions regarding arbitrations for business loss claims were issued.

¶ 7 However, as is always the case, court intervention must first and foremost be based on accurate information. In that regard, an important point of reference is a determination of the exact number of outstanding claims. As stated above, information provided to the court regarding the ongoing administration of the Plan indicates that, since its inception, there have been over 10,150 applications. Of those 9,156 were accepted by the Administrator for assessment. From this group, there were 6,745 Stage 2 applications made and of those 5,859 have received at least a partial Stage 2 payment. In addition, the Administrator has made offers in respect of some Stage 2 claims for which no response has been received from the respective claimants.

¶ 8 The claims resolved in whole or in part have resulted in payments of approximately $45,000,000 to the end of January 2004. Although the tracking system used by the Administrator indicates that there are approximately 5,400 outstanding claims, it became apparent at the case conference that this number is highly inflated. It includes, for example, claims that were not accepted for assessment at the outset, secondary or derivative claims that have already been settled as a result of the payment made on primary claims, outstanding offers for which no response has been received from the claimant and property value claims that do not relate to personal injuries and which are intended to be dealt with under a separate procedure.

¶ 9 Consequently, the court has directed that this list of claims be reviewed to determine the precise number of claims that are, in reality, outstanding. This review will be undertaken on an expedited basis so that the court may address this issue.

¶ 10 There are a number of other issues that can be dealt with at this time however, without waiting for the results of the review. It is obvious that the objectives of the Plan cannot be achieved unless unnecessary delays in the resolution of outstanding claims are avoided. In that respect, the court's review of Plan performance, in conjunction with the submissions of counsel made at the case conference, indicate that there are a number of obstacles to achieving the objectives of the Plan for all claimants. However, those obstacles share a common theme, namely, lack of communication. This, in turn, leads to the dissemination of inaccurate information, which begets confusion for the claimants in attempting to advance or assess their claims.

¶ 11 As an example, there is a lack of information available to counsel with respect to settlements made or arbitration awards granted in relation to resolved claims. Such information would assist in enabling counsel and claimants to evaluate the fairness of offers made regarding outstanding claims, and thus, satisfy themselves that an offer under consideration is within an acceptable range. However, while the provision of information relating to the quantum of compensation paid will doubtless expedite the process, confidentiality concerns remain a paramount consideration. Accordingly, the information shall

be made available in a manner that does not compromise the privacy interests of the individual claimants.

¶ 12 A second problem area for claims processing relates to the large number of claims recorded as outstanding that are based on the provisions of the Family Law Act. FLA claims are derivative claims that deal with compensation for a loss of care, guidance and companionship from the primary claimant to family members. However, in many cases, the person on whose behalf the derivative FLA claim has been advanced has also had a claim put forward as a primary claimant. In those cases, the claimant may have already received compensation in respect of his or her primary claim that was intended to subsume the derivative FLA claim as well. Thus, where there has not been a significant FLA type loss or where the claimant has received direct compensation as a primary claimant, the Administrator has, consistent with the circumstances, made what it calls "zero offers" in respect of such outstanding FLA claims. Understandably, because the primary claim has been resolved, no responses have been received with respect to many of these so-called "zero offers". The consequence is that these "offers" remain outstanding on the records of both the Administrator and the responsible counsel. As stated above, the significance of this is that a claim is recorded as outstanding for which the claimant has in fact received compensation under another offer or payment which in turn leads to an undue inflation in the number outstanding claims. A further direction to correct this problem will be issued once the review that has been directed is completed.

¶ 13 A similar situation exists with respect to property value diminution claims. Currently, there appears to be in excess of 1,000 claims for diminished property values. Again, there seems to be a problem with information dissemination. The Administrator has compiled information regarding property sales in Walkerton as well as appraisal reports but this information has not been distributed to counsel for the claimants. To require counsel to duplicate the efforts in collecting this information would involve delay and added costs. Accordingly, the Administrator is directed to make this information available to counsel for claimants and the independent advice counsel to be used in assessing, or assisting claimants in assessing, offers made in respect of property value diminution.

¶ 14 Finally, there are a significant number of compensation offers currently outstanding for which the Administrator has not received a response. This is one part of a two-fold problem that is beyond the Administrator's control in processing claims. The second aspect concerns those applicants with approved stage one claims who have not yet submitted stage two claims. Until these claims are submitted, the Administrator is not in a position to assess them or make offers. Problems associated with these circumstances cannot be attributed to the Administrator but nonetheless they are detrimental to the expeditious resolution of the remaining claims. This situation must be addressed.

¶ 15 The foregoing difficulties stand as roadblocks to the efficient processing of claims. Their existence may, in part, be attributed to two elements of the plan that appear to be the most misunderstood, specifically those provisions dealing with compensation amounts and legal fees.

¶ 16 Under the Plan, claimant's suffering an injury or loss are entitled to receive compensation equivalent to that which would be awarded in damages, in accordance with Ontario law, after a successful trial in respect of a claim. It must be kept in mind that the Plan does not depart from general legal principles and establish a unique compensation scale. Therefore, in making offers, the Administrator must have reference to a developed body of law relating to damage awards for personal injuries and other types of compensable losses covered by the Plan. Further, the Administrator should take into account, in the interests of fairness and consistency, amounts paid in relation to similar claims under the Plan. Nonetheless, the Administrator must also recognize that the standard of compensation enshrined in the Plan was meant to ensure that claimants received, in the words of the Plan's preamble, "full and complete" compensation. In other words, the Administrator's offer must be fair and reasonable

at the outset, as supported by similar or analogous compensatory damages awards in Ontario cases or under the Plan.

¶ 17 The offer system envisioned by the Plan is not meant to be a bargaining process. Therefore, the Administrator's must not make "lowball" offers, designed to begin a negotiation. However, since offers must be made on a principled basis, it would be a misnomer to refer to them as "take it or leave it".

¶ 18 The Administrator is under an obligation to make an offer that is consistent with Ontario law for any properly supported claim for compensation. In this regard, it is anticipated that the amount of supporting information required will be reflective of the claim being advanced. Given the objectives of expedient and fair claim resolution, it should not be the situation that claimants are required to provide the same level of information in respect of a transient injury or smaller loss as would be the case if a claim were advanced for significant ongoing debilitation or loss. This does not mean that the Administrator must make offers in the air. There is still an obligation on a claimant to provide sufficient information to substantiate a claim. Where disputes arise in this process, either at the claims stage or because a claimant considers an offer unacceptable, the claimant does not have to accept the Administrator's decision. The claimant may refer the claim to mediation/arbitration for determination.

¶ 19 This brings me to the second misunderstood element, the payment of legal fees for counsel representing claimants. The Plan provides for the payment of "reasonable" legal fees for claimants. It is clear that the intent of the Plan was that claimants would not have to pay their own legal costs. Moreover, it was represented to claimants at a "town hall" meeting, organized by counsel prior to the approval of the settlement, that the import of this provision was that claimants would be provided with legal services at no cost to them.

¶ 20 Still, there is confusion among claimants about legal fees, especially in relation to potential arbitrations. It has been brought to the court's attention that some claimants have been incorrectly told that the provision respecting fees means that they may be at risk of paying their own costs if they insist on arbitration in respect of their claims. This is not the case.

¶ 21 Where a claimant is represented by counsel under this Plan, the terms of the Plan are incorporated by reference into the retainer agreement. Therefore, once counsel has commenced representing a claimant, counsel cannot resile from further representation of that client without approval of the court, nor is it the case that claimants will be billed directly for the legal services provided. Counsel will be paid "reasonable" fees, as determined under the applicable process instituted by the court, from the funding of the Plan.

¶ 22 This method of providing legal services to claimants appears to have been well utilized so far, in that as of January 2004, the Plan has paid out over 3.75 million dollars in legal fees and expenses in respect of claims advanced. This does not include the fees and expenses paid in relation to the class proceeding and settlement process.

¶ 23 In summary, the court directs as follows:

1. In order to facilitate the resolution of outstanding claims, the Administrator shall compile a summary of settled claims and arbitration awards as of February 20, 2004. The summary shall be updated on a weekly basis until such time as the court orders otherwise. To protect the interests of the claimants, and in particular to ensure claimant confidentiality, no personal identifying information relating to any claimant shall be included in a case summary. However, the age range into which

a particular claimant would fall, within a five year interval, shall be included in the summary.

2. The case summaries are to be held at the Administrator's office and may be distributed to counsel for a claimant or claimants, providing that a written undertaking of confidentiality is obtained. The undertaking shall be in a form that extends the protection of confidentiality to any updated materials that may be received. No copies of the materials distributed are to be made. All distribution copies are to be returned to the Administrator by each recipient as soon as practicable after the settlement of all outstanding claims for which the recipient acts as counsel. Mr. Dermody shall return all material received when advised by the Administrator that the claims of all unrepresented claimants have been resolved.

3. Class counsel and the monitor appointed by the court shall attend at the Administration office for the purpose of reviewing all outstanding offers, including "zero" offers, and outstanding claims for property value loss. Once the review has been completed, a report shall be made to the court and further directions will be issued.

4. Through the course of the case conference, participating claimants' counsel agreed that offers made by the Administrator may be communicated directly to the claimant concurrent with the communication to counsel. It is hoped that this will expedite the offer process. However, in the event that an offer is made and no response has been received by the Administrator within 30 days, or the offer is rejected before that time, the claim will be automatically scheduled for a mediation/arbitration which must be held and determined within 45 days after the deemed, or actual, rejection date. A panel of mediator/arbitrators will be appointed by the court.

5. The Administrator shall ensure that these reasons and directions are communicated to claimants. In addition, information regarding the ongoing Plan implementation, in a form acceptable to the court having regard to the confidentiality interests of the claimants, shall be distributed on a regular basis by such means as the court directs.

6. The court will revisit matters in 90 days to determine whether further directions are required.

WINKLER J.

QL UPDATE: 20040308
cp/e/nc/qw/qlesm/qlmjb

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Our File:
Notre dossier: 2-100283

Your File:
Votre dossier:

November 16, 2006

"U"
This is Exhibit ..... *referred to in the affidavit of* Jonathan Ptak
sworn before me, this 2nd
day of March 2007

A COMMISSIONER FOR TAKING AFFIDAVITS
Celeste Poltak

VIA FAX AND REGULAR MAIL

Supreme Court of the Yukon Territory
Law Courts
2134 Second Avenue, Ground Floor
Whitehorse, Yukon
Y1A 2C6

Attention: The Clerk of the Court

Dear Sir/Madam:

Re: M.D. et al. v. Attorney General of Canada – S.C. No. 05-A0140
Application for Certification and Settlement Approval
Residential School Representative Action

Please bring the attached correspondence and material to the attention of The Honourable Mr. Senior Justice Veale as soon as possible. Thank you for your anticipated assistance.

Yours truly,

Jaxine Oltean

Jaxine Oltean
Counsel
Aboriginal Law Services Section

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Our File: Notre dossier: 2-100283

Your File: Votre dossier:

November 16, 2006

VIA FAX & ORDINARY MAIL

Supreme Court of the Yukon Territory
Law Courts
2134 Second Avenue, Ground Floor
Whitehorse, Yukon
Y1A 2C6

Attention: The Honourable Mr. Senior Justice Ronald Veale

My Lord:

Re: M.D. et al. v. Attorney General of Canada – S.C. No. 05-A0140
Application for Certification and Settlement Agreement Approval
Residential School Representative Action

Further to the hearing reconvened on October 30, 2006, please find attached the Attorney General's responses to the questions Your Lordship posed to counsel in relation to the above noted matter. Some of the responses provided orally during the hearing have been supplemented and/or clarified.

In accordance with your direction and our usual practice, these questions and responses are being forwarded to the other eight judges who are seized with certification and settlement approval.

Thank you My Lord.

Yours truly,

Catherine A. Coughlan
General Counsel
Aboriginal Law Services

Canada

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Q1. If the Settlement Agreement (SA) is approved, the Court has a general supervisory power over the SA. The SA also contains provisions which provide specific access to the Court(s). If the SA is approved, are these provisions bound by the Court's supervisory jurisdiction?

A: By virtue of approving the settlement, the Court has a broad supervisory jurisdiction over the SA: *Smith v. Brockton (Municipality)*, [2004] O.J. No. 789 (S.C.J.) at paras. 1, 4 **[Tab 1]**. In addition to this broad supervisory role, the SA specifically provides access to the Appropriate Court or Courts in certain circumstances. Canada has provided Your Lordship with a chart that sets out the sections of the SA where matters can be specifically engaged by the Appropriate Court or Courts **[Tab 2]**. As well, paragraph 36 of the Draft Order provides that "this Court's jurisdiction is preserved for the purposes of supervision, operation and implementation of the Agreement and this judgment."

Q2. This question concerns Canada's veto under section 4.11(10). Under section 4.11(9), decisions of the NAC will be made by consensus and where consensus cannot be reached, a majority of five of the seven is required to make any decision. In the event that a majority of five members cannot be reached the dispute may be referred to the Appropriate Court by a simple majority of four of the seven. In such cases, does Canada have to be one of the four?

A. Canada would not have to be one of the four but if the matter involves increased costs of the Approval Orders there can be no reference to the courts pursuant to section 4.11(10).

Q3. Does section 4.11(10) apply to section 5.09(3) – that the NAC can recommend that Canada pay the cost of a class member's CEP appeal?

A. No, because section 5.09(3) of the SA contemplates that Canada may pay the costs of a CEP appeal upon the recommendation of the NAC.

Q4. Does section 4.11(10) apply to section 4.11(12) which sets out the mandate of the NAC?

A. Yes, in those cases where the carrying out of the mandate of the NAC under section 4.11(12) results in a vote that increases the costs of the approval orders. In so far as the NAC incurs costs in carrying out its mandate, those costs are not covered by section 4.11(10). Such costs are, however, subject to section 13.11 and the maximum operating budget provided therein.

Q5. Section 8.02 of the SA talks about the availability of emotional and mental health support services. What if Yukon class members were not getting these services? These services will cost money, yet there is no specific amount set aside for this purpose in the SA.

A. Health Canada will expand its current Indian Residential Schools Mental Health Support Program to be available to individuals who are eligible to receive compensation through the Independent Assessment Process, as well as to Common Experience Payment Recipients, and to those participating in Truth and Reconciliation and Commemoration activities. It will offer mental heath counselling, transportation to access counselling and/or Elder/Traditional Healer services and emotional support services, which include Elder support. Heath Canada will offer these services through its regional offices, including the Northern Secretariat which has an office located in Whitehorse, Yukon.

Q6. If the SA is approved, class counsel, in particular the National Consortium and the Independent Counsel groups will be paid their legal fees 60 days after the Implementation Date. Yet, the SA will be administered over the next 6-7 years. Who bears the interim cost of legal fees if a class member has to return to the Court?

A. During the teleconference, plaintiffs' counsel advised the court that there is no other source for the payment of the legal fees aside from the class members. They suggested that it would be unfair to cap fees, but not the amount of work. Some plaintiffs' counsel advised the court that counsel who receive legal fees under the SA have undertaken to assist class members with the CEP and that the government was in essence "pre-paying" counsel for work to be done in relation to the CEP. In that regard, please see paragraph 17 of the Merkur Affidavit. Pursuant to section 13.05, counsel may not charge any fees or disbursements in respect of a CEP recipient.

Q7. The $1.9 billion for the CEP amount was determined by actuarial principles as set out in the Siggner & Associates report, attached as Exhibit "M" to the affidavit of Richard Courtis (Joint Motion Record, Volume V, Tab 10). Why was not such an amount calculated for the IAP?

A. It is more difficult to forecast the number of IAP claimants than CEP claimants because there are more variables that would affect an individual's intention to make a claim for physical or sexual abuse.

Q8. Does section 4.11(10) of the SA apply to the global or aggregate amount of compensation payable under the IAP?

A. No. There is no cap on the global or aggregate amount of compensation payable under the IAP. There are compensation caps on individual IAP claims – for example, $275,000 for proven acts and harms and $250,000 for proven actual income loss - but there is no cap on the global or aggregate amount of compensation payable under the IAP for all IAP claims. Section 4.11(10) would apply if the NAC attempted to increase the compensation caps on individual IAP claims.

Q9. Where is it stated in the SA that Canada will pay what the Adjudicator orders? Is it just assumed that Canada will pay?

A. Page 7 of Schedule "D" to the SA (Joint Motion Record, Volume I, p. 00240) lists the "Core Assumptions as to Legal and Compensation Standards" and provides in (v) that "Adjudicators are, subject to rights of review, empowered to make binding findings on credibility, liability and compensation within the standards set for the IAP".

Q10. Court applications are contemplated by section 12.01 of the SA, which deals with requests to add institutions. Are the Courts constrained by the factors set out in section 12.01(3)?

A. Yes. The Courts are constrained by both the criteria set out in section 12.01(2) and the indicators set out in section 12.01(3) and could not, for example, add a day school or a public school to the list of Indian Residential Schools in Schedule "F".

The indicators include, but are not limited to those matters set out in (a) to (e). There may then be additional analogous indicators that indicate an institution was a federally operated Indian Residential School.

Q11. With respect to the Trust Agreement and the $1.9 billion fund, why does Canada commit this money and then pay it over to the Trustees, which are two Ministers?

A. The matter was arranged in this way to permit the fund to attract interest. The $1.9 billion fund is still held in the Consolidated Revenue Fund, but in order to attract interest, the fund has to be set aside for a special purpose in a trust pursuant to the *Financial Administration Act* (FAA). In particular, section 21 of the FAA provides as follows:

21(1) Money referred to in paragraph (d) of the definition of "public money" in section 2 that is received by or on behalf of Her Majesty for a special purpose and paid into the Consolidated Revenue Fund may be paid out of the Consolidated Revenue Fund for that purpose, subject to any statute applicable thereto.

(2) Subject to any other Act of Parliament, interest may be allowed and paid from the Consolidated Revenue Fund in respect of money to which subsection (1) applies, in accordance with and at rates fixed by the Minister with the approval of the Governor in Council.

The definition of "public money" referred to in section 21 is as follows:

2. In this Act,

...

"public money" means all money belonging to Canada received or collected by the Receiver General or any other public officer in his official capacity or any person authorized to receive or collect such money, and includes

...

(*d*) all money that is paid to or received or collected by a public officer under or pursuant to any Act, trust, treaty, undertaking or contract, and is to be disbursed for a purpose specified in or pursuant to that Act, trust, treaty, undertaking or contract

See also section 5.1 of the Trust Agreement which is Schedule "I" to the SA (Joint Motion Record, Volume I, p. 00313).

Q12. What is contemplated by the reporting requirements on the Trustee under section 10.01(d) of the SA in terms of when, what and where?

A. The SA contains two sections that speak to this issue: Sections 5.05 and 10.01. Section 5.05(1) and (2) provides (Joint Motion Record, Volume I, p. 00120):

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.

Subsections (d), (f), (j) and (k) of section 10.01 provide (Joint Motion Record, Volume I, pp. 000130-00132):

> **10.01 Trustee**
>
> In addition to the duties set out in the Trust Agreement, the Trustee's duties and responsibilities will be the following:
>
> ...
>
> (d) reporting to the NAC and the Courts respecting the CEP Applications received and being administered and compensation paid;
>
> ...
>
> (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;
>
> ...
>
> (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 laws; and
>
> (k) such other duties and responsibilities as the Courts may from time to time by order direct.

Article 8 of the Trust Agreement itself sets out various recording and reporting requirements. Article 8 provides (Joint Motion Record, Volume I, p. 00315):

> **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.

The foregoing can be summarized as follows:

(1) The Trustee will review the Designated Amount Fund ("Fund") within one year after of the Implementation Date to determine the sufficiency of the Fund to make the CEP payments: s. 5.05(1).

(2) The Trustee will audit the Fund within 12 months after the CEP Application Deadline to determine the amount of the surplus, if any, of the Fund: s. 5.05(2).

(3) The Trustee will report to the NAC and the Courts on the number of CEP Applications received, administered and paid out: s. 10.01(d).

(4) The Trustee will keep records regarding the administration of the CEP, including payments of the CEP: s. 10.01(f).

(5) The Trustee will prepare financial statements, reports and records as required by the NAC and Courts, "in form and content as directed by the Courts and submitting them to the Courts so often as the Courts direct": s. 10.01(f).

(6) The Trustee will maintain a database of information to permit the NAC and the Courts to evaluate the sufficiency of the Fund to pay the CEP from time to time: s. 10.01(j).

(7) The Courts can order or direct the Trustee to perform additional duties and responsibilities: s. 10.01(k).

(8) The Trustee will keep records that document the assets of the Trust and each transaction of the Trust including a record of all amounts received by the Trustee and all amounts distributed by the Trustee: Article 8.1 of the Trust Agreement.

(9) The Trustee will provide to the NAC each Fiscal Year a written statement of account setting out the balance in the Fund at the beginning and end of the relevant period, all receipts, disbursements and other transactions during the relevant period: Article 8.2 of the Trust Agreement.

Q13. Is there a funding cap on the matters set out in subsections 10.01(f), (j) and (k) of the SA or can the Court influence those? (i.e. reporting procedures etc. of Trustee).

A. Those subsections specifically permit the Courts to direct or order the Trustee to do certain things in respect of its reporting, recording and other duties. As a result, there is no cap and the Court can influence those matters.

Q14. Section 5.08 of the SA provides that all administrative costs will be paid out of the Designated Amount Fund, clarify?

A. Subsection 5.08(2) of the SA provides that the internal administrative costs related to Personal Credits and their distribution will be paid out of the Designated Amount Fund. By contrast, section 5.08(1) provides that Canada will assume the internal administrative costs relating to the CEP and its distribution.

Q15. Is the IAP Oversight Committee a continuing committee? Is its power limited to recommending changes to the IAP to the NAC?

A. The IAP Oversight Committee continues for the duration of the IAP. The IAP Oversight Committee is also responsible for appointing adjudicators, experts for psychological assessments and other matters. The details of the IAP Oversight Committee's mandate is set out in Schedule "D" of the SA (Joint Motion Record, Volume I, p. 00249).

Q16. What if the Adjudicators want more money?

A. The Adjudicators' fees will be set out in the contracts through which they will be hired. Their fees will be set by the amount and type of work that they perform, as well as their hourly or *per diem* rates.

Q17. What is the purpose of section 4.06(i) of the SA?

A. If any of the conditions set out in the subsection exist, then a class member may commence an action for any of the Continuing Claims.

Q18. What style of cause should be used on this decision?

A. *Fontaine et al. v. Attorney General of Canada et al.*

Q19. Where does the SA specify the length of the Opt Out Period?

A. The SA does not specify the length of the Opt Out Period. The SA provides that the Opt Out Period should begin to run from the date the last Court issues its approval orders (see definition of "Opt Out Period" in SA in the Joint Motion Record, Volume I, p. 00089). This is to ensure that all jurisdictions across Canada have the same Opt Out deadline date. Mr. Todd Hilsee recommends an Opt Out Period of 150 days. If the Courts approve the SA and accept that Opt Out Period as being reasonable, then the start and end of the Opt Out Period will be determined and set out in the Orders and Phase II Notices.

Q20. Will there be a Chief Adjudicator under the IAP?

A. Ted Hughes remains on as Chief Adjudicator until June 2007 (see paragraph 11 of the affidavit of Luc Dumont, sworn on August 30, 2006). As one of its duties, the IAP Oversight Committee will then select another Chief Adjudicator (Joint Motion Record, Volume 1, p. 00249, being p. 16 of Schedule "D" of the SA).

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This is Exhibit "V" referred to in the affidavit of Jonathan Poltak sworn before me, this 2nd day of March 20 07

A COMMISSIONER FOR TAKING AFFIDAVITS
Celeste Poltak

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Our File: 838-1

Your File:

TELECOPIED

November 16, 2006

The Honourable Mr. Justice T.F. McMahon
Court of Queen's Bench of Alberta
611-4th Street S.W.
Calgary AB T2P 1T5

My Lord:

Re: Residential Schools Cases

We acknowledge receipt of Canada's letter to the Court dated November 16, 2006.

The National Consortium agrees with Canada's position insofar as it pertains to the National Consortium.

Yours truly,

FIELD LLP

P. JON FAULDS, Q.C.
PJF/lb

cc: Department of Justice Canada
Attn: Paul Vickery

cc: Cassels Brock & Blackwell LLP
Attn: John Page

cc: Merchant Law Group
Attn: Tony Merchant

cc: Nelligan O'Brien Payne
Attn: Janice Payne

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PAGE 2/3 * RCVD AT 11/16/2006 6:47:07 PM [Eastern Standard Time] * SVR:KMFAX1/1 * DNIS:2889 * CSID:780 428 9329 * DURATION (mm-ss):01-04

cc: Hutchins Grant & Associates
Attn: Peter Grant

cc: Koskie Minsky LLP
Attn: Kirk Baert

cc: Doane Phillips Young LLP
Attn: John Kingman Phillips

cc: Department of Justice Canada
Attn: Catherine Coughlan

FIELD LAW

PAGE 3/3 * RCVD AT 11/16/2006 6:47:07 PM [Eastern Standard Time] * SVR:KMFAX1/1 * DNIS:2889 * CSID:780 428 9329 * DURATION (mm-ss):01-04

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REGISTERED MEDIATOR

November 17, 2006

This is Exhibit "W" referred to in the affidavit of Jonathan Ptak sworn before me, this 2nd day of March 20 07

A COMMISSIONER FOR TAKING AFFIDAVITS
Celeste Poltak

Court House
611 - 4th Street SW
CALGARY AB T2P 2T5

ATTENTION: Local Registrar

Dear Sirs:

RE: Northwest et al v. Attorney General of Canada
Action No. 050109176

The enclosed letter is of profound importance on the issue before the nine courts related to the legal fee to be paid to Merchant Law Group.

Please draw this letter to the attention of the Honourable Mr. Justice McMahon. I write on behalf of Merchant Law Group both as a party, and on behalf of our firm as part of class counsel concerning the action launched by Merchant Law Group which is before the Court of McMahon, J.

Regarding legal fees, the letter of the government is very important. The government advances:

> Neither the National Consortium nor the Merchant Law Group are entitled to claim any further fees for work carried out up to November 20, 2005.

The government's position is unequivocal and their position is important:

> Canada's position as to the effect that payment of legal fees by Canada under the Settlement Agreement will have on counsel's outstanding work-in-progress.

The government goes on to clearly state their position which impacts significantly on Merchant Law Group's entitlement as we assert it, to the $40M amount.

> Should a claimant elect not to proceed to the Independent Assessment Process or discharge his or her counsel, no further fees are payable to counsel under his retainer agreement for work carried out up to November 20, 2005.

Merchant Law Group has class time exceeding $8 million. By the agreement with the government this time is to be considered based on a multiple of 3 to 3.5. This puts a value on the class action time of $24M to $28M. Parts of Schedule "V" which require a multiple of 3 to 3.5 may not be ignored by the Courts and parts of Schedule "V" applied. The multiple in itself leads to a fee to Merchant Law Group of $25M. What is important about the government's position regarding November 20, 2005 relates to the additional sums over $25M that must be ordered paid to Merchant Law Group flowing from this position now advanced by the government. Based upon the position which the government now advances and for the first time, the Courts may not hold that only a $25M payment is appropriate because the government is clearly asserting that all of Merchant Law Group's work on individual files has been 'bought' by the government up to November 20, 2005.

Time on individual files, which to the date of the KPMG report was $43M but as of November 20, 2005 would be a sum approaching $40M, must be considered in addition to the $25M for class action time. It is irreconcilable for the government on the one hand to advance that Merchant Law Group has no entitlement to further fees for work carried out up to November 20, 2005 and at the same time advance that Merchant Law Group should receive less than $40M.

The government through its letter has taken a binding position which would not permit your Court or any other to hold that less than $40M was appropriate where the government advances that Merchant Law Group has no claim to entitlement for work up to November 20, 2005. Their position is not that the payment comes in recognition of the CEP but that the payment takes away from Merchant Law Group all and any entitlement up to November 20, 2005. A Judge would not be entitled, we submit respectfully, to in essence hold that while Merchant Law Group has $40M of time on individual files, some of that time has to be considered in relation to future earnings in what may be successful IAP applications. The government's letter removes from the equation any ambit to discount Merchant Law Group's claim below $40 million based on a consideration of potential earnings by Merchant Law Group in the future. When the government officially specifies that "Merchant Law Group [is not] entitled to claim any further fees for work carried out up to November 20, 2005", the Courts may not dis-entitle Merchant Law Group to $40M based on the view that the pre-November 20,2005 work has other value to Merchant Law Group.

This position now officially advanced by the government, that work by Merchant Law Group up to November 20, 2005 has been sold or traded to the government for the payment of $25M to $40M would deprive Merchant Law Group or any other firm of a right to claim a solicitor's lien and the position advanced by the government is significant in fixing the fee.

The government has in the past equivocated on this issue, at some times saying or implying that earnings by Merchant Law Group from future work regarding the IAP should be borne in mind in reducing Merchant Law Group's fee below $40M while by this statement they clearly advance that Merchant Law Group is entitled to no fee for work to November 20, 2005. In Merchant Law Group's case included in the $40M worth of work done for the 10,000 victims we represent, some files have $15,000 or $30,000 worth of work done on them and some of those files may result in fees for further work, *if the client stays with Merchant Law Group and if the client proceeds with an IAP claim, and if Merchant Law Group does the considerable additional work to pursue the IAP claim* (work which is totally different from the work done to-date involving a Statement of Claim and work in Alberta which always had to involve the issuance of a Statement of Claim prior to March 1, 2001 because of the limitations legislation in Alberta and the ten year drop-dead date).

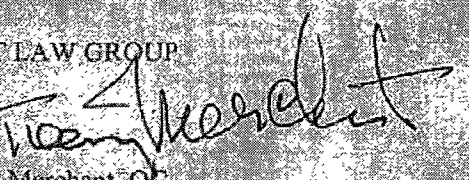
The government's position is particularly important for the Court of McMahon J., before whom counsel for Merchant Law Group appeared on a regular basis for many years and in whose Court Merchant Law Group issued claims on behalf of thousands of Residential School victims. Should Merchant Law Group be discharged and "no further fees are payable to counsel under his retainer agreement" this position of the government has binding and manifest significance on the $40M issue.

The government's position is also important for the Court of Ball, J., before whom Merchant Law Group counsel appeared on a regular basis and before whom this position was never advanced.

In keeping with the practice of counsel by which copies of letters to any Court are forwarded to the various courts, we have sent a copy of this letter to the other eight courts dealing with this matter.

Yours truly

MERCHANT LAW GROUP

PER: 

E.F. Anthony Merchant, QC

EFAM*sb

cc Superior Court of Quebec RE: 55006000021056
cc Superior Court of Justice, Ontario RE: T 848 05 Fax: 415 327-9931
cc Court of Queen's Bench, Regina RE: QBG 816 of 2005
cc Court of Queen's Bench, Winnipeg RE: C10501-43585
cc Supreme Court of British Columbia RE: L051875
cc Supreme Court of the Yukon Territory RE: SC No 05-A0140
cc Supreme Court of Northwest Territories RE: S-0001-2005-000 243
cc Nunavut Court of Justice RE: 08-050401 CVC

cc kbaert@koskieminsky.com; cpoltak@koskieminsky.com; john.phillips@dpylaw.com; apettingill@casselsbrock.com; janice.payne@nelligan.ca; catherine.Coughlan@justice.gc.ca; jpage@casselsbrock.com; Pgrant@hsgnativelaw.com; Anastasiah@hsgnativelaw.com; r.donlevy@mckercher.ca;

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ANNA SHULMAN
VICTOR B. OLSON
SURREY/ VICTORIA
IN ARTICLES (ALBERTA) ▫

HENRI P.V. CHABANOLE ∫
MICHAEL R. TROY
ROBERT G. CROWE *
EVATT F.A. MERCHANT
CHRISTIAAN J. ROTHMAN. -
JANE ANN SUMMERS
JORDAN C. BIENERT
Residing in CALGARY
JAMIE CRAMER ▫
Residing in WINNIPEG
OWEN FALQUERO
NON-PRACTISING *

GERALD B. HEINRICHS
CASEY CHURKO
TIMOTHY E. TURPLE
MATTHEW V.R. MERCHANT
Residing in SASKATOON
PETER MANOUSOS
CHIKA B. ONWUEKWE Ph.D.
RONALD E. KAMPITSCH
Residing in EDMONTON
SATNAM S. AUJLA
Residing in MONTREAL
REGISTERED MEDIATOR ∟

Court House
611 - 4th Street SW
Calgary AB T2P 2T5

November 21, 2006

Dear Sirs:

Please draw to the attention of Mr. Justice McMahon this important post-script to my enclosed letter of November 17, 2006. Disbursements are also affected by the government's position that there is no right to any fees from our Residential School clients up to November 20, 2005 because it must follow that there is also no right to any disbursements. Schedule "V" requires that Merchant Law Group be given comparable treatment, which must be to the Consortium. Our class time, numbers of individual files, and disbursements are almost identical. The government has agreed to pay all of the Consortium's disbursements in keeping with the government's position regarding November 20, 2005. The Courts have before them the issue of fees for Merchant Law Group but also the issue of disbursements for Merchant Law Group. The KPMG report put Merchant Law Group's disbursements on individual files at $3,159,872.92 plus tax and on our class action file at $609,370.24 plus tax. We estimate the settlement overall to have a value of $5-billion, consistent with the uncontradicted evidence of Richard Courtis who swore at paragraph 109 of his July 27, 2006 affidavit, "I conclude that the overall value of the settlement can be fairly estimated to be between $4 billion and $5 billion". Our disbursements are not large when compared to the overall settlement. Nonetheless the disbursements for Merchant Law Group are sizeable and significant. They too are manifestly affected by the position adopted by the government's letter of November 16, 2006. I apologize for not drawing the Court's attention to both submissions at the same time.

Yours truly

E.F. Anthony Merchant, QC

This is Exhibit "X" referred to in the affidavit of Jonathan Ptak sworn before me, this 2nd day of March 2007.

A COMMISSIONER FOR TAKING AFFIDAVITS
Celeste Poltak

cc Superior Court of Quebec RE: 55006000021056
cc Superior Court of Justice, Ontario RE: T 848 05 Fax: 415 327-9931
cc Court of Queen's Bench, Regina RE: QBG 816 of 2005
cc Court of Queen's Bench, Winnipeg RE: C10501-43585
cc Supreme Court of British Columbia RE: L051875
cc Supreme Court of the Yukon Territory RE: SC No.05 -A0140
cc Supreme Court of Northwest Territories RE: S-0001-2005-000 243
cc Nunavut Court of Justice RE: 08-050401 CVC
cc kbaert@koskieminsky.com; cpoltak@koskieminsky.com; john.phillips@dpylaw.com; apettingill@casselsbrock.com; janice.payne@nelligan.ca; catherine.Coughlan@justice.gc.ca;, jpage@casselsbrock.com; Pgrant@hsgnativelaw.com; Anastasiah@hsgnativelaw.com; r.donlevy@mckercher.ca;

MERCHANT LAW GROUP

(AN INTERPROVINCIAL LIMITED LIABILITY PARTNERSHIP)

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RICHARD S. YAHOLNITSKY
HELMUT EHMS
RYAN TKACHUK ◦
GRAHAM K. NEILL
S. NORMAN ROSENBAUM
WILLIAM G. SLATER
G. E. CROWE (1925-1989)
PRACTISES UNDER CORPORATION ∫

E. F. ANTHONY MERCHANT, Q.C ∫.
DREW R. FILYK
WEI WU, Ph.D. -
DWAYNE Z. BRAUN
JEREMY C.A. CAISSIE
DOUGLAS A. OTTENBREIT -
J. E. JOSHUA MERCHANT
GREGORY R. PINCOTT. ◦
KEVIN LIESLAR
HOWARD TENNENHOUSE
DARREN WILLIAMS
IN ARTICLES -

DAVID A. HALVORSEN ∫
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RONALD E. KAMPITSCH
Residing in EDMONTON
SATNAM S. AUJLA
Residing in MONTREAL
REGISTERED MEDIATOR ∟

November 17, 2006

Court House
611 - 4th Street SW
CALGARY AB T2P 2T5

ATTENTION: Local Registrar

Dear Sirs:

RE: Northwest et al v. Attorney General of Canada
Action No. 050109176

The enclosed letter is of profound importance on the issue before the nine courts related to the legal fee to be paid to Merchant Law Group.

Please draw this letter to the attention of the Honourable Mr. Justice McMahon. I write on behalf of Merchant Law Group both as a party, and on behalf of our firm as part of class counsel concerning the action launched by Merchant Law Group which is before the Court of McMahon, J.

Regarding legal fees, the letter of the government is very important. The government advances:

> Neither the National Consortium nor the Merchant Law Group are entitled to claim any further fees for work carried out up to November 20, 2005.

The government's position is unequivocal and their position is important:

> Canada's position as to the effect that payment of legal fees by Canada under the Settlement Agreement will have on counsel's outstanding work-in-progress.

The government goes on to clearly state their position which impacts significantly on Merchant Law Group's entitlement as we assert it, to the $40M amount.

> Should a claimant elect not to proceed to the Independent Assessment Process or discharge his or her counsel, no further fees are payable to counsel under his retainer agreement for work carried out up to November 20, 2005.

Merchant Law Group has class time exceeding $8 million. By the agreement with the government this time is to be considered based on a multiple of 3 to 3.5. This puts a value on the class action time of $24M to $28M. Parts of Schedule "V" which require a multiple of 3 to 3.5 may not be ignored by the Courts and parts of Schedule "V" applied. The multiple in itself leads to a fee to Merchant Law Group of $25M. What is important about the government's position regarding November 20, 2005 relates to the additional sums over $25M that must be ordered paid to Merchant Law Group flowing from this position now advanced by the government. Based upon the position which the government now advances and for the first time, the Courts may not hold that only a $25M payment is appropriate because the government is clearly asserting that all of Merchant Law Group's work on individual files has been 'bought' by the government up to November 20, 2005.

Time on individual files, which to the date of the KPMG report was $43M but as of November 20, 2005 would be a sum approaching $40M, must be considered in addition to the $25M for class action time. It is irreconcilable for the government on the one hand to advance that Merchant Law Group has no entitlement to further fees for work carried out up to November 20, 2005 and at the same time advance that Merchant Law Group should receive less than $40M.

The government through its letter has taken a binding position which would not permit your Court or any other to hold that less than $40M was appropriate where the government advances that Merchant Law Group has no claim to entitlement for work up to November 20, 2005. Their position is not that the payment comes in recognition of the CEP but that the payment takes away from Merchant Law Group all and any entitlement up to November 20, 2005. A Judge would not be entitled, we submit respectfully, to in essence hold that while Merchant Law Group has $40M of time on individual files, some of that time has to be considered in relation to future earnings in what may be successful IAP applications. The government's letter removes from the equation any ambit to discount Merchant Law Group's claim below $40 million based on a consideration of potential earnings by Merchant Law Group in the future. When the government officially specifies that "Merchant Law Group [is not] entitled to claim any further fees for work carried out up to November 20, 2005", the Courts may not dis-entitle Merchant Law Group to $40M based on the view that the pre-November 20,2005 work has other value to Merchant Law Group.

This position now officially advanced by the government, that work by Merchant Law Group up to November 20, 2005 has been sold or traded to the government for the payment of $25M to $40M would deprive Merchant Law Group or any other firm of a right to claim a solicitor's lien and the position advanced by the government is significant in fixing the fee.

The government has in the past equivocated on this issue, at some times saying or implying that earnings by Merchant Law Group from future work regarding the IAP should be borne in mind in reducing Merchant Law Group's fee below $40M while by this statement they clearly advance that Merchant Law Group is entitled to no fee for work to November 20, 2005. In Merchant Law Group's case included in the $40M worth of work done for the 10,000 victims we represent, some files have $15,000 or $30,000 worth of work done on them and some of those files may result in fees for further work, *if the client stays with Merchant Law Group and if the client proceeds with an IAP claim, and if Merchant Law Group does the considerable additional work to pursue the IAP claim* (work which is totally different from the work done to-date involving a Statement of Claim and work in Alberta which always had to involve the issuance of a Statement of Claim prior to March 1, 2001 because of the limitations legislation in Alberta and the ten year drop-dead date).

The government's position is particularly important for the Court of McMahon J., before whom counsel for Merchant Law Group appeared on a regular basis for many years and in whose Court Merchant Law Group issued claims on behalf of thousands of Residential School victims. Should Merchant Law Group be discharged and "no further fees are payable to counsel under his retainer agreement" this position of the government has binding and manifest significance on the $40M issue.

The government's position is also important for the Court of Ball, J., before whom Merchant Law Group counsel appeared on a regular basis and before whom this position was never advanced.

In keeping with the practice of counsel by which copies of letters to any Court are forwarded to the various courts, we have sent a copy of this letter to the other eight courts dealing with this matter.

Yours truly

MERCHANT LAW GROUP

PER:

E.F. Anthony Merchant, QC

EFAM*sb

cc Superior Court of Quebec RE: 55006000021056
cc Superior Court of Justice, Ontario RE: T 848 05 Fax: 415 327-9931
cc Court of Queen's Bench, Regina RE: QBG 816-of 2005
cc Court of Queen's Bench, Winnipeg RE: C10501-43585
cc Supreme Court of British Columbia RE: L051875
cc Supreme Court of the Yukon Territory RE: SC No.05 -A0140
cc Supreme Court of Northwest Territories RE: S-0001-2005-000 243
cc Nunavut Court of Justice RE: 08-050401 CVC

cc kbaert@koskieminsky.com; cpoltak@koskieminsky.com; john.phillips@dpylaw.com; apettingill@casselsbrock.com; janice.payne@nelligan.ca; catherine.Coughlan@justice.gc.ca;, jpage@casselsbrock.com; Pgrant@hsgnativelaw.com; Anastasiah@hsgnativelaw.com; r.donlevy@mckercher.ca;

Department of Justice Canada
Ministère de la Justice Canada

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T5J 3Y4

Telephone: (780) 495-2975
Facsimile: (780) 495-3834
Internet: catherine.coughlan@justice.gc.ca

Our File:
Notre dossier: 2-85581

Your File:
Votre dossier:

November 16, 2006

BY FAX

The Honourable Mr. Justice T.F. McMahon
Court House
611 - 4th Street SW
Calgary, Alberta T2P 1T5

My Lord:

Re: Northwest et al v. Attorney General of Canada
Action No. 0501 09176

Further to my letter of November 6, 2006, I wish to advise Your Lordship of Canada's position as to the effect that payment of legal fees by Canada under the Settlement Agreement will have on counsel's outstanding work-in-progress. This position is supported by the Assembly of First Nations.

For work carried out up to November 20, 2005, the Settlement Agreement provides only two bases upon which counsel, who are parties to the Agreement, are to be paid in respect of their Indian Residential Schools claims.

First, counsel are to be paid fees by Canada in respect of the Common Experience Payment (CEP). Section 13.08 of the Settlement Agreement governs the payment of fees to the National Consortium and Merchant Law Group. The National Consortium will be paid $40 million plus reasonable disbursements and applicable taxes. Merchant Law Group will be paid up to $40 million, subject to verification, plus reasonable disbursements and applicable taxes. Neither the National Consortium nor the Merchant Law Group are entitled to claim any further fees for work carried out up to November 20, 2005.

Pursuant to Section 13.06 of the Settlement Agreement, the Independent Counsel will be paid the lesser of $4000 plus reasonable disbursements and applicable taxes and the amount of outstanding work-in-progress as of November 20, 2005 in respect of each Eligible CEP Recipient with whom they have a substantial solicitor-client relationship. They are not entitled to claim any further fees for work carried out up to November 20, 2005.

Second, upon the implementation of the Independent Assessment Process, where a claimant is awarded compensation, any counsel who represented the claimant in the Independent Assessment Process is entitled to charge the claimant a fee in accordance with any applicable

contingency agreement. Canada's sole obligation is to pay a further 15% of the award as a contribution to legal fees.

Should a claimant elect not to proceed to the Independent Assessment Process or discharge his or her counsel, no further fees are payable to counsel under his retainer agreement for work carried out up to November 20, 2005.

The Settlement Agreement does not address counsel's ability to charge fees or disbursements for work carried out after November 20, 2005, except that, pursuant to Section 13.05 of the Settlement Agreement, counsel who have signed the Settlement Agreement or who have taken a payment under it may not make any charge to an Eligible CEP Recipient for fees or disbursements in respect of the CEP.

Yours truly,

Catherine A. Coughlan
General Counsel
Aboriginal Law Services
Prairie Region
Justice Canada

CAC/rw

c.c. National Certification Committee
c.c. Dan Carrol and Jon Faulds Q.C., Field LLP

PETER GRANT & ASSOCIATES

Peter R. Grant* Jeffrey Huberman
Allan M. Early Brian O'Reilly
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Peter Grant & Associates*
Barristers & Solicitors
900—777 Hornby Street
Vancouver, BC Canada. V6Z 1S4

November 22, 2006

Our File No. 973-2

This is Exhibit "J" referred to in the affidavit of Jonathan Ptak sworn before me, this 2nd day of March 20 07

A COMMISSIONER FOR TAKING AFFIDAVITS
Celeste Poltak

Court of Queen's Bench
611 - 4th Street SW
Calgary, AB T2P 1T5

Attention: Court Clerk

Dear Sir/Madame:

Re: ***Northwest et al v. Attorney General of Canada*: Action No. 0501 09176**

Please bring this letter to the attention of Justice T. F. McMahon.

On behalf of Independent Counsel, I acknowledge receipt of Canada's letter to the Court dated November 16, 2006. Independent Counsel agrees with Canada's position insofar as it is consistent with the letter that we have written to the Court responding to this issue on October 31, 2006. For ease of reference, a copy of that letter is appended to this letter.

Sincerely yours,

PETER GRANT & ASSOCIATES

Peter R. Grant

PRG:at

enclosure

cc: Jon Faulds, Field LLP
National Certification Committee
Independent Counsel

*Personal Law Corporation

Peter Grant & Associates

BARRISTERS & SOLICITORS

Peter R. Grant* Allan M. Early Brian O'Reilly
Lee Schmidt Michael Lee Ross

900-777 Hornby Street
Vancouver, B.C.
Canada V6Z 1S4
Tel (604) 685-1229
Fax (604) 685-0244

October 31, 2006

Our File No. 973-2

Court of Queen's Bench
611 - 4th Street SW
Calgary, AB T2P 1T5

COPY

Attention: Court Clerk

Dear Sir/Madame:

Re: ***Northwest et al v. Attorney General of Canada*: Action No. 0501 09176**

Please bring this letter to the attention of Mr. Justice T.F. McMahon.

Independent Counsel were not represented at the hearings before the Alberta Court in part due to extended hearings in British Columbia. I understand that an objector at the hearing raised a question with respect to fees charged by the Merchant Law Group. On behalf of Independent Counsel I advise that the National Consortium and the Merchant Law Group have separate arrangements for payment of legal fees than that for Independent Counsel.

Independent Counsel have retainers with 4,000 to 5,000 residential school survivors. The majority of these retainers pre-date May 30, 2005. The Settlement Agreement provides that Independent Counsel will not charge any fee, including a contingency fee, for recovery of the Common Experience Payment ["CEP"] (Article 13.06). This was agreed to in consideration of payment by Canada for actual work in progress to the signing of the AIP in November 20, 2005, to a maximum amount of $4,000.00 plus reasonable disbursements per file. This agreement applies only to clients where there was a "significant solicitor client relationship" in place prior to May 30, 2005. The time frame was to ensure that lawyers were not rewarded for "signing up" clients after it became reasonably clear that the CEP would be on the table.

The sole purpose of the $4,000.00 maximum WIP payment was in lieu of charging any legal fees for recovery of the CEP. This fee agreement recognized that Independent Counsel will not be able to pursue less serious physical abuse claims that would have been compensable in litigation or in the ADR process, but will not meet the criteria for the IAP. It is anticipated that the vast majority of claimants with less serious physical abuse will simply accept the CEP rather than opt out and pursue their claim individually.

In view of the fact that the average CEP has been estimated to be $24,000.00 and on the assumption that the average contingency fee agreement is 30%, Independent Counsel gave up a significant amount of legal fees for those clients with whom a "significant solicitor-client relationship" existed before May 30, 2005.

The National Consortium are not entitled to recover fees for processing the CEP for present or future clients under Article 13.08 [See Article 13.08(1)]. This is confirmed in the affidavit of Darcy Merkur, filed with the Court [Joint Motion Record, Volume 8, Tab 42, page 2361, pars. 17 and 18]

During negotiations it was apparent to Independent Counsel that neither the National Consortium, nor the Merchant Law Group would be entitled to recover over and above their fee arrangement additional fees for the CEP based on their WIP.

Negotiations between Canada and Independent Counsel did not include any agreement to wipe out or cancel outstanding WIP for those clients that proceed through the IAP.

The Settlement Agreement does not interfere with "whatever retainer agreements might exist between counsel and client" with respect to the IAP. [Par. 18 of Merkur Affidavit]

Subsequent to the Settlement Agreement, Independent Counsel have agreed to cap the contingency fee agreement at 30% (copy of letter to Chief Justice Brenner attached). This is a voluntary agreement and does not require any amendment to the Settlement Agreement.

Hopefully this letter may be of assistance to the Court in addressing the questions raised about payment of fees so far as it applies to Independent Counsel.

Sincerely yours,

PETER GRANT & ASSOCIATES

Peter R. Grant

PRG:at

cc: Independent Counsel
National Certification Committee

Department of Justice Canada
Ministère de la Justice Canada

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Internet: catherine.coughlan@justice.gc.ca

Our File: 2-85581
Notre dossier:

Your File:
Votre dossier:

December 13, 2006

BY FAX

This is Exhibit "Z" referred to in the affidavit of Jonathan Platt sworn before me, this 2nd day of March 20 07

A COMMISSIONER FOR TAKING AFFIDAVITS
Celeste Poltak

The Honourable Chief Justice D. I. Brenner
Supreme Court of British Columbia
800 Smithe Street
Vancouver, British Columbia
V6Z 2E1

My Lord:

Re: Missing Records Issue – Indian Residential Schools

Further to our recent attendance before your Lordship for the purposes of seeking certification and settlement approval, I wish to provide the court with an update respecting the missing school records issue.

As Mr. Paul Vickery advised the court on October 23, 2006, Canada was prepared to call a meeting of the National Administration Committee before the end of November for the express purpose of considering the missing records issue. I am pleased to report that the National Administration Committee met, in person, on November 29, 2006 in Toronto. As a result of that meeting, I can advise Your Lordship that a protocol is being developed which will allow affidavits to be used in certain instances, to validate residency at Indian Residential Schools where records do not exist. The instances where such affidavits may be used and the content of those affidavits are matters still under discussion.

I am pleased to further advise the court that through efforts made by Canada to retrieve additional records from various sources, Canada now has roughly 78% of the records required to verify attendance. This number will increase as further efforts are made to retrieve records before the Implementation Date.

Canada

With respect to the Advanced Payment process, the following table indicates the stage of payments as at December 3, 2006.

Total Applications to Date	12,887	100%
Applications Verified	9,492	74%
Applications in Process	1,425	11%
Incomplete Applications (awaiting further information from applicant)	470	4%
Applications Unable to Process (notified unable to confirm IRS residency)	283	2%
Applications did not meet the payment Criteria (age not 65/deceased)	1,217	9%
Total value of all applications processed for payment	$75.9million	

Yours truly,

Catherine A. Coughlan
General Counsel
Aboriginal Law Services
Prairie Region
Justice Canada

CAC/rw

COURT OF QUEEN'S BENCH OF ALBERTA

COURT HOUSE
611 - 4TH ST. S.W.
CALGARY, AB T2P 1T5
CANADA

TRANSMITTAL SHEET

Number of pages, including transmittal sheet: 1 14th Dec.06
Please advise Julie at (403) 297 7003 if you do not receive all pages.

Mr. K.M. Baert
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Mr. D.P. Carroll
Mr. P.J. Faulds, Q.C.
FAX NO: (780) 428 9329

Ms. C.A. Coughlan
FAX NO: (780) 495 3834

Mr. P. Vickery
FAX NO: (613) 941 5879

Mr. W.R. Donlevy
FAX NO: (306) 653 2669

Mr. S.J. Page
FAX NO: (416) 640 3038

Ms. J. A. Summers
FAX NO: 237 9775

Mr. J.K. Phillips
FAX NO: (416) 366 9197

Ms. K. Trace
FAX NO: (780) 426 0982

This is Exhibit "AA" referred to in the affidavit of Jonathan Ptak sworn before me, this 2nd day of March 2007

A COMMISSIONER FOR TAKING AFFIDAVITS
Celeste Poltak

FROM: **Julie, Judicial Assistant to Mr. Justice T.F. McMahon**
FAX NO: (403) 297 8625

RE: **Northwest v. Canada (Attorney General)**
Action No. 0501 09167

The Decision of Mr. Justice McMahon in this matter will be released Friday morning, 15th December 2006 at 8.30 am. Copies will be available on the 8th floor of the courthouse in Calgary and on the 6th floor of the courthouse in Edmonton (unless otherwise requested by counsel). The Decision will be faxed to out of province counsel at that time. It will be made available to the media at 11:30 am on Friday.

Justice McMahon would be pleased to meet with counsel to discuss the administration of the Settlement or future applications.

FIELD LLP

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PH 780 423 3003
www.fieldlaw.com

P. JON FAULDS
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e-mail: jfaulds@field.dlaw.com

Our File: 846-2

Your File:

TELECOPIED

December 15, 2006

This is Exhibit "BB" referred to in the affidavit of Jonathan Ptak sworn before me, this 2nd day of March 20 07

A COMMISSIONER FOR TAKING AFFIDAVITS
Celeste Poltak

The Honourable Mr. Justice T.F. McMahon
Court of Queen's Bench of Alberta
611-4th Street S.W.
Calgary AB T2P 1T5

My Lord:

Re: Residential Schools Cases

We are in receipt of your Reasons, and those of six other Courts.

We understand that a meeting in Calgary involving key counsel and some of the Courts is being contemplated to address issues arising from today's Decisions. In our view, such a meeting would be of great value and should be held as soon as possible. We would appreciate being advised if any specific dates are under consideration. We would be pleased to assist in attempting to organize the guest list on the lawyers' side and keep it to manageable proportions.

Yours truly,

FIELD LLP

P. JON FAULDS, Q.C.
PJF/lb

cc: Cassels Brock & Blackwell LLP
Attn: John Page

cc: Nelligan O'Brien Payne
Attn: Janice Payne

cc: Koskie Minsky LLP
Attn: Kirk Baert

{E0418370.DOC;1}

cc: Doane Phillips Young LLP
Attn: John Kingman Phillips

cc: Department of Justice Canada
Attn: Catherine Coughlan

cc: McKercher McKercher & Whitmore LLP
Attn: Rod Donlevy

cc: Merchant Law Group
Attn: Jane Anne Summers

cc: Tory LLP
Attn: John Terry

FIELD LLP

2000 oxford tower Edmonton
10235 101 street Calgary
edmonton AB T5J 3G1 Yellowknife
PH 780 423 3003
www.fieldlaw.com

FACSIMILE

TO SEE LIST DATE December 15, 2006

COMPANY _____ Fax # _____

FROM Jon Faulds, Q.C. File # 846-2

Fax # 780 424 5657

OF PAGES TRANSMITTED INCLUDING THIS ONE 3 HARD COPY TO FOLLOW Yes ____ No XX

SENDER Louise Bennett DIRECT LINE 780 423 7608

SUBJECT _____

COMMENTS _____

If you do not receive all pages of this transmission, please call the Sender at 780 423-3003.

This fax is solicitor-client privileged and contains confidential information intended only for the person to whom it is directed. Any other distribution, copying or disclosure is strictly prohibited. If you have received this communication in error, please immediately notify us by telephone 780 423 3003 and return the original message to us at the above address via mail. Thank You.

Koskie Minsky LLP 084 Attn: Kirk Baert Fax: 416-204-2889	Doane Phillips Young 085 Attn: John Phillips Fax: 416-366-9197
Merchant Law Group 086 Attn: Jane Ann Summers Fax: 403-237-9775	Nelligan O'Brien Payne 089 Attn: Janice Payne Fax: 613-238-2098
Justice Canada 086 Attn: Catherine Coughlan Fax: 780-495-3834	Tory LLP 090 Attn: John Terry Fax: 416-865-7380
Cassels Brock & Blackwell LLP 087 Attn: John Page Fax: 416-640-3038	McKercher McKercher & Whitmore LLP 091 Attn: Roderick Donlevy Fax: 306-653-2669

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Ministère de la Justice Canada

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Facsimile: (780) 495-3834
Internet: Catherine.coughlan@justice.gc.ca

Our File:
Notre dossier: 2-100283

December 22, 2006

VIA FAX AND REGULAR MAIL

This is Exhibit "C.C." *referred to in the affidavit of* Jonathan Ptak *sworn before me, this* 2nd *day of* March 20 07

A COMMISSIONER FOR TAKING AFFIDAVITS
Celeste Poltak

Supreme Court of British Columbia
800 Smithe Street
Vancouver, British Columbia
V6Z 2E1

Attention: The Honourable Chief Justice D.I. Brenner

My Lord:

Re: Camble Quatell et al v. Attorney General of Canada
Vancouver Registry No. L051875
Judgment
Residential Schools Class Action

I am writing with regard to the judgments issued by the Courts of the various provinces and territories on December 15, 2006. Counsel for Canada are in the process of reviewing the judgments and seeking instructions with regard to the administrative concerns identified in the judgments. We note that Justice Winkler has indicated that Justice McMahon intends to convene a meeting of the judiciary and parties, to take place in Calgary in January of 2007. Canada will of course attend that meeting. However, we would ask that the meeting be scheduled late in January in order that there will be sufficient time for all parties to develop as full a response as possible regarding the concerns identified by the Courts.

We also wish to state our understanding that, given that the judgments are to be spoken to at the January meeting, the relevant appeal periods will not commence until that has occurred. Thank you for your attention.

Yours truly,

Catherine A. Coughlan
General Counsel
Aboriginal Law Services
Prairie Region
Justice Canada

CAC/rw
c.c. National Certification Committee

Canada

Department of Justice Canada
Ministère de la Justice Canada

Edmonton Office
211 Bank of Montreal Bldg
10199 - 101 Street
Edmonton, Alberta
T5J 3Y4

Bureau d'Edmonton
211, Banque de Montréal
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T5J 3Y4

Telephone/Télécopieur: (780) 495-2975
Facsimile: (780) 495-3834
Internet: Catherine.coughlan@justice.gc.ca

Our File:
Notre dossier: 2-100283

December 22, 2006

VIA FAX AND REGULAR MAIL

This is Exhibit "DD" referred to in the affidavit of Jonathan Dtak sworn before me, this 2nd day of March 20 07

A COMMISSIONER FOR TAKING AFFIDAVITS

Ontario Court Superior Court of Justice
393 University Avenue, 10th Floor
Toronto, Ontario
M5G 1E6

Attention: The Honourable Mr. Justice W. Winkler

Your Honour:

Re: Baxter et al v. Attorney General of Canada et al v. The General Synod of the Anglican Church of Canada et al
Court File No. 00-CV-192059CP
Judgment
Residential Schools Class Action

I am writing with regard to the judgments issued by the Courts of the various provinces and territories on December 15, 2006. Counsel for Canada are in the process of reviewing the judgments and seeking instructions with regard to the administrative concerns identified in the judgments. We note that Justice Winkler has indicated that Justice McMahon intends to convene a meeting of the judiciary and parties, to take place in Calgary in January of 2007. Canada will of course attend that meeting. However, we would ask that the meeting be scheduled late in January in order that there will be sufficient time for all parties to develop as full a response as possible regarding the concerns identified by the Courts.

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Yours truly,

Catherine A. Coughlan
General Counsel
Aboriginal Law Services
Prairie Region
Justice Canada

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c.c. National Certification Committee

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Internet: Catherine.coughlan@justice.gc.ca

Our File:
Notre dossier: 2-100283

December 22, 2006

This is Exhibit "EE" referred to in the affidavit of Jonathan Ptak sworn before me, this 2nd day of March 20 07

A COMMISSIONER FOR TAKING AFFIDAVITS
Celeste Poltak

VIA FAX AND REGULAR MAIL

Palais de Justice de Montreal
1, Notre-Dame Street East
Room 16.36
Montreal, Quebec H2Y 1B6

Attention: The Honourable Mr. Justice Daniel H. Tingley

My Lord:

Re: ***John Bosum v. Attorney General of Canada***
Superior Court File No. 500-06-000293-056 and 550-06-000021-056
Judgment
Residential Schools Representative Action

I am writing with regard to the judgments issued by the Courts of the various provinces and territories on December 15, 2006. Counsel for Canada are in the process of reviewing the judgments and seeking instructions with regard to the administrative concerns identified in the judgments. We note that Justice Winkler has indicated that Justice McMahon intends to convene a meeting of the judiciary and parties, to take place in Calgary in January of 2007. Canada will of course attend that meeting. However, we would ask that the meeting be scheduled late in January in order that there will be sufficient time for all parties to develop as full a response as possible regarding the concerns identified by the Courts.

We also wish to state our understanding that, given that the judgments are to be spoken to at the January meeting, the relevant appeal periods will not commence until that has occurred. Thank you for your attention.

Yours truly,

Catherine A. Coughlan
General Counsel
Aboriginal Law Services
Prairie Region
Justice Canada

CAC/rw
c.c. National Certification Committee

Canada

Department of Justice Canada
Ministère de la Justice Canada

Edmonton Office
211 Bank of Montreal Bldg
10199 - 101 Street
Edmonton, Alberta
T5J 3Y4

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Edmonton (Alberta)
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Telephone/Télécopieur: (780) 495-2975
Facsimile: (780) 495-3834
Internet: Catherine.coughlan@justice.gc.ca

Our File:
Notre dossier: 2-100283

December 22, 2006

VIA FAX AND REGULAR MAIL

This is Exhibit "FF" referred to in the affidavit of Jonathan Ptak sworn before me, this 2nd day of March 20 07

A COMMISSIONER FOR TAKING AFFIDAVITS

Court of Queen's Bench of Saskatchewan
2425 Victoria Avenue
Regina, Saskatchewan
S4P 4W6

Attention: The Honourable Mr. Justice D.P. Ball

My Lord:

Re: Kenneth Sparvier et al v. Attorney General of Canada et al
Q.B.G. No. 816 of 2005
Judgment
Residential Schools Class Action

I am writing with regard to the judgments issued by the Courts of the various provinces and territories on December 15, 2006. Counsel for Canada are in the process of reviewing the judgments and seeking instructions with regard to the administrative concerns identified in the judgments. We note that Justice Winkler has indicated that Justice McMahon intends to convene a meeting of the judiciary and parties, to take place in Calgary in January of 2007. Canada will of course attend that meeting. However, we would ask that the meeting be scheduled late in January in order that there will be sufficient time for all parties to develop as full a response as possible regarding the concerns identified by the Courts.

We also wish to state our understanding that, given that the judgments are to be spoken to at the January meeting, the relevant appeal periods will not commence until that has occurred. Thank you for your attention.

Yours truly,

Catherine A. Coughlan
General Counsel
Aboriginal Law Services
Prairie Region
Justice Canada

CAC/rw
c.c. National Certification Committee

Canada

Department of Justice Canada
Ministère de la Justice Canada

Edmonton Office
211 Bank of Montreal Bldg
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Telephone/Télécopieur: (780) 495-2975
Facsimile: (780) 495-3834
Internet: Catherine.coughlan@justice.gc.ca

Our File:
Notre dossier: 2-100283

December 22, 2006

VIA FAX AND REGULAR MAIL

This is Exhibit "GG" *referred to in the affidavit of* Jonathan Plak *sworn before me, this* 2nd *day of* March *20*07.

A COMMISSIONER FOR TAKING AFFIDAVITS
Celeste Poltak

Court of Queen's Bench of Alberta
Calgary Court House
611 – 4th Street S.W.
Calgary, Alberta
T2P 1T5

Attention: The Honourable Mr. Justice T.F. McMahon

My Lord:

Re: Flora Northwest et al v. Attorney General of Canada
Action Nos. 9901 15362, 0501 09167
Judgment
Residential Schools Class Action

I am writing with regard to the judgments issued by the Courts of the various provinces and territories on December 15, 2006. Counsel for Canada are in the process of reviewing the judgments and seeking instructions with regard to the administrative concerns identified in the judgments. We note that Justice Winkler has indicated that Justice McMahon intends to convene a meeting of the judiciary and parties, to take place in Calgary in January of 2007. Canada will of course attend that meeting. However, we would ask that the meeting be scheduled late in January in order that there will be sufficient time for all parties to develop as full a response as possible regarding the concerns identified by the Courts.

We also wish to state our understanding that, given that the judgments are to be spoken to at the January meeting, the relevant appeal periods will not commence until that has occurred. Thank you for your attention.

Yours truly,

Catherine A. Coughlan
General Counsel
Aboriginal Law Services
Prairie Region
Justice Canada

CAC/rw
c.c. National Certification Committee

Canada

Department of Justice Canada
Ministère de la Justice Canada

Edmonton Office
211 Bank of Montreal Bldg
10199 - 101 Street
Edmonton, Alberta
T5J 3Y4

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Facsimile: (780) 495-3834
Internet: Catherine.coughlan@justice.gc.ca

Our File:
Notre dossier: 2-100283

December 22, 2006

VIA FAX AND REGULAR MAIL

This is Exhibit "14H" referred to in the affidavit of Jonathan Ptak sworn before me, this 2nd day of March 2007

A COMMISSIONER FOR TAKING AFFIDAVITS
Celeste Poltak

Court of Queen's Bench of Saskatchewan
2425 Victoria Avenue
Regina, Saskatchewan S4P 4W6

Attention: The Honourable Mr. Justice D.P. Ball

My Lord:

Re: Kenneth Sparvier et al v. Attorney General of Canada et al
Q.B.G. No. 816 of 2005
Judgment
Residential Schools Class Action

I am writing with regard to your judgment in this matter of December 15, 2006. You will also be receiving a copy of a letter forwarded to all members of the judiciary concerned with this case. The purpose of this correspondence is to seek clarification from you on two points. The first is with regard to the disposition of the Merchant Law Group fees. It may be that the Government will contemplate an appeal from those provisions. Given that your reasons contemplate the implementation of the settlement separately from the determination of the Merchant fee issue, would it be your intention to issue a separate order in regard to the fees issue?

We would appreciate any clarification you might provide in regard to the above points.

The second point concerns the timing of any appeal, either in regard to the fees issue or the overall settlement. As we note in our accompanying letter to all the Courts, it is our understanding that, given that the judgments are to be spoken to at the January meeting, the relevant appeal periods will not commence until that has occurred.

Yours truly,

Catherine A. Coughlan
General Counsel
Aboriginal Law Services
Prairie Region
Justice Canada

CAC/rw
c.c. National Certification Committee

Canada

This is Exhibit "II" referred to in the affidavit of Jonathan Ptak sworn before me, this 2nd day of March 20 07

A COMMISSIONER FOR TAKING AFFIDAVITS

Celeste Poltak

The Office of the Honourable Chief Justice Brenner
The Supreme Court of British Columbia

FAX TRANSMISSION

TO: Ms. Catherine A. Coughlan, General Counsel
Dept. of Justice Canada

FAX NO.: (780) 495-3834

NO. PAGES: 3 (including cover page)
Original kept on file

FROM: Linda Larson, Secretary to
Chief Justice Donald Brenner
Tel: (604) 660-2760

DATE: December 29, 2006

RE: Quatell v. AG of Canada

MESSAGE: Faxed herewith, for your information, is a copy of a letter from Mr. R. Derickson and Chief Justice Brenner's Reply dated Dec. 28, 2006.

Sincerely,
Linda Larson

THIS COMMUNICATION IS INTENDED ONLY FOR THE USE OF THE INDIVIDUAL OR ENTITY TO WHICH IT IS ADDRESSED AND MAY CONTAIN INFORMATION THAT IS PRIVILEGED, CONFIDENTIAL OR EXEMPT FROM DISCLOSURE. If you are not the intended recipient or an employee or agent responsible for delivering the communication to the intended recipient, please notify us immediately by telephone and return the original communication to us by mail. Thank you.

THE LAW COURTS, LEVEL 3
800 SMITHE STREET
VANCOUVER, B.C.
V6Z 2E1
FAX NUMBER: 660-0752

Supreme Court of British Columbia
Court Room 20
The Law Courts
800 Smithe Street
Vancouver, B.C.
V6Z – 2E1

COPY

Re: Indian Residential School Settlement Agreement

Dear Sirs:

With reference to the above subject, I would appreciate being able to ask the Court of Law to consider seriously former students of the Indian Residential School. I am working with numerous former school students of the Kamloops Indian Residential School. These students have been advised in writing that "we do not have record of your attendance at the Residential School"

The Catholic Church was in management control of The Kamloops Indian Residential School and all the records were kept by the staff of the Catholic Church. Today they cannot locate records of attendance of the students whom attended the K.I.R.S.

In order to research the above subject, I recommend as follows:

1) Search the Indian Residential School for payments from the Government of Canada or Indian Affairs Department.
2) The Catholic Church was involved in management of the K.I.R.S, and received payment for same.

I am willing to donate my working time in order to conduct a search of the missing student attendance records and payment schedule submitted by the Catholic Church and payment of same.

Ray Derickson
3495 Elk Road
Westbank, B.C.
V4T 2H4
Phone residence: (250) 768-9641

THE HONOURABLE DONALD I. BRENNER
CHIEF JUSTICE
Telephone: (604) 660-2761
Fax: (604) 660-0752
E-Mail: Donald.Brenner@courts.gov.bc.ca

THE SUPREME COURT
OF BRITISH COLUMBIA

THE LAW COURTS
800 SMITHE STREET
VANCOUVER, B.C.
V6Z 2E1

COPY

December 28th, 2006

Mr. Ray Derickson
3495 Elk Road
Westbank, BC
V4T 2H4

Dear Mr. Derickson:

Re: Indian Residential School Settlement Agreement

Thank you for your letter concerning proof of attendance at Indian Residential Schools. I enclose, for your information, a copy of my Judgment in this case which addressed the verification issue. It is my understanding that the parties including Canada are working on this issue.

I am taking the liberty of forwarding a copy of your letter to counsel, so that they will be aware of your offer to assist and I thank you for taking the time to write to me.

Yours very truly,

D. Brenner

Donald I. Brenner,
Chief Justice

DIB:rl
Encl.
Copies to: Counsel

MERCHANT LAW GROUP

(AN INTERPROVINCIAL LAW FIRM)
812 - 363 BROADWAY AVENUE WINNIPEG CANADA R3C 3N9 TELEPHONE 204 896-7777 FACSIMILE 204 982-0771

S. NORMAN ROSENBAUM
E. F. ANTHONY MERCHANT, Q.C ∫.
J.D. ROBERTS
Residing in REGINA
JOHN HARDY
TYLER J. BOND
JEREMY C.A. CAISSIE -
Residing in YORKTON
J. E. JOSHUA MERCHANT
Residing in CALGARY

Residing in EDMONTON
IN ARTICLES (ALBERTA) ¤

HOWARD TENNENHOUSE
DAVID A. HALVORSEN ∫
JEFFERY W. DEAGLE
ANTHONY L. BORYSKI
L. JAMES NEUMEIER *
MATTHEW V.R. MERCHANT
SHAWN T. JODWAY -
JANE ANN SUMMERS
MARK LANCASTER
RONALD E. KAMPITSCH

OWEN FALQUERO
NON-PRACTISING *

VICTOR B. OLSON
HENRI P.V. CHABANOLE ⌐∫
BRENDAN W. PYLE
ROBERT G. CROWE *
DWAYNE Z. BRAUN
WILLIAM G. SLATER
Residing in SASKATOON
SATNAM S. AUJLA
JAMES JOHNSON
GRAHAM K. NEILL

Residing in MONTREAL
REGISTERED MEDIATOR ⌐

Residing in WINNIPEG
GERALD B. HEINRICHS
MICHAEL R. TROY
TIMOTHY E. TURPLE
MICHAEL MANTYKA
JONATHAN ABRAMETZ
RICHARD YAHOLNITSKY
PETER MANOUSOS
RUPINDER K. DHALIWAL ¤
KEVIN LIESLAR ¤

G. E. CROWE (1925-1989)
PRACTISES UNDER CORPORATION ∫

GORDON J.K. NEILL, Q.C.
DREW R. FILYK
R. DREW BELOBABA
ANNE HARDY
EVATT F.A. MERCHANT
SUNEIL A. SARAI
KEN G. HOAG -
HELMUT EHMS
JORDAN C. BIENERT ¤
ANNA SHULMAN ¤

IN ARTICLES -

January 2, 2007

Writer's Direct Line: 982-0805

This is Exhibit "JJ" referred to in the affidavit of Jonathan Ptak sworn before me, this 2nd day of March 20 07

A COMMISSIONER FOR TAKING AFFIDAVITS

Celeste Poltak

Court of Queen's Bench
Winnipeg Centre
Law Courts Complex
York and Kennedy Street
Winnipeg, Manitoba
R3C 0P9

Attention: The Registrar

"DELIVERED"

Dear Sir/Madam:

Re: Docket CI 05-01-43585
Winnipeg Centre
Semple v. A.G. Canada

I enclose the Judgment Roll for issuance as we propose it. This is a complex Judgment and the consideration of the Judgment Roll by Mr. Justice Schulman would be appreciated. Additionally we ask that even with the concurrence of Mr. Justice Schulman that the Judgment Roll not issue for a period of at least 10 days to afford other counsel an opportunity to provide their input as to the proposed Judgment Roll. When ready for issuance, please contact our office and arrangements will be made to provide additional copies as required.

Yours truly,

MERCHANT LAW GROUP

Per:
S. NORMAN ROSENBAUM

SNR:tshw
Encl.

cc: K. Baert, Koskie, Minksy LLP, 20 Queen Street West;, Suite 900, Box 52, Toronto, Ontario, M5H 3R3

P. Baribeau, Suite 4000, 1 Place Ville Marie, Montreal, Quebec, H3B 4M4

C. Coughlan, D.O.J., 211 Bank of Montreal Building, 10199 - 101 Street, Edmonton, Alberta, T5J 3Y4

R. Donlevy, McKercher McKercher & Whitemore, 3784 - 3rd Ave. South, Saskatoon, Saskatchewan, S7K 1M5

A. Pettingill, Cassels, Brock & Blackwell LLP, Suite 2100, 40 King Street W, Toronto, Ontario, M5H 3C2

J.K. Phillips, Doane Phillips Young, LLP, Suite 300, 53 Jarvis Street, Toronto, Ontario, M5C 2H2

C. Poltak, Koskie Minsky LLP, 20 Queen Street West, Suite 900, Box 52, Toronto, Ontario, M5H 3R3

Docket: CI 05-01-43585
(Winnipeg Centre)
Indexed as : Semple et al v. The Attorney General of Canada et al
Cited as: 2006 MBQB 285

COURT OF QUEEN'S BENCH OF MANITOBA

THE HONOURABLE
MR. JUSTICE SCHULMAN

JUDGEMENT DELIVERED
DECEMBER 15, 2006

BETWEEN:	)	**COUNSEL**
	)	
CHRISTINE SEMPLE, JANE MCCALLUM, STANLEY THOMAS NEPETAYPO, PEGGY GOOD, ADRIAN YELLOWKNEE, KENNETH SPARVIER, DENIS SMOKEYDAY, RHONDA BUFFALO, MARIE GAGNON, SIMON SCIPIO, as representatives and claimants on behalf of themselves and all other individuals who attended Residential Schools in Canada, including but not limited to all Residential Schools' clients of the proposed Class Counsel, Merchant Law Group, as listed in part in Schedule 1 to this claim and the John and Jane Does named herein, and such further John and Jane Does and other individuals belonging to the proposed class, including JOHN DOE I, JANE DOE I, JOHN DOE II, JANE DOE I, JOHN DOE III, JANE DOE III, JOHN DOE IV, JANE DOE IV, JOHN DOE V, JANE DOE V, JOHN DOE VI, JANE DOE VI, JOHN DOE VII, JANE DOE VII, JOHN DOE VIII, JANE DOE VIII, JOHN DOE IX, JANE DOE IX, JOHN DOE X, JANE DOE X, JOHN DOE XI, JANE DOE XI, JOHN DOE XII, JANE DOE XII, JOHN DOE XIII, JANE DOE XIII, being a Jane and John Doe for each Canadian Province and territory, and other John and Jane Does Individuals, Estates, Next-of-Kin and Entities to be added	)	**Plaintiffs:**
Plaintiffs	)	
	)	**National Certification Committtee**
	)	Mr. K. Baert, Ms. C. Poltak, Mr. W. Percy and Mr. J. Horyski
	)	**Assembly of First Nations and National Chief Phil Fontaine**
	)	Mr. J.K. Phillips
	)	**Merchant Law Group**
	)	Mr. N. Rosenbaum
- and -	)	
	)	
ATTORNEY GENERAL OF CANADA, THE PRESBYTERIAN CHURCH IN CANADA, THE GENERAL SYNOD OF THE ANGLICAN CHURCH OF CANADA, THE UNTIED CHURCH	)	**Defendants:**
	)	**The Attorney General of Canada**

OF CANADA, THE BOARD OF HOME MISSIONS) IN THE UNITED CHURCH OF CANADA, THE) WOMEN'S MISSIONARY SOCIETY OF THE) PRESBYTERIAN CHURCH, THE BAPTIST) CHURCH IN CANADA, BOARD OF HOME) MISSIONS AND SOCIAL SERVICES OF THE) PRESBYTERIAN CHURCH IN BAY, THE) CANADA IMPACT NORTH MINISTRIES, THE) COMPANY FOR THE PROPAGATION OF THE) GOSPEL IN NEW ENGLAND (also known as THE) NEW ENGLAND COMPANY), THE DIOCESE OF) SASKATCHEWAN, THE DIOCESE OF THE) SYNOD OF CARIBOO, THE FOREIGN MISSION) OF THE PRESBYTERIAN CHURCH IN CANADA,) THE INCORPORATED SYNOD OF THE) DIOCESE OF HURON, THE METHODIST) CHURCH OF CANADA, THE MISSIONARY) SOCIETY OF THE ANGLICAN CHURCH OF) CANADA, THE MISSIONARY SOCIETY OF THE) METHODIST CHURCH OF CANADA (also known) as THE METHODIST MISSIONARY SOCIETY) OF CANADA), THE INCORPORATED SYNOD) OF THE DIOCESE OF ALGOMA, THE SYNOD) OF THE ANGLICAN CHURCH OF THE) DIOCESES OF QUEBEC, THE SYNOD OF THE) DIOCESE OF ATHABASCA, THE SYNOD OF) THE ANGLICAN CHURCH OF THE DIOCESE) OF BRANDON, THE ANGLICAN SYNOD OF) THE DIOCESE OF BRITISH COLUMBIA, THE) SYNOD OF THE DIOCESE OF CALGARY, THE) SYNOD OF THE DIOCESE KEEWATIN, THE) SYNOD OF THE DIOCESE QU'APPELLE, THE) SYNOD OF THE DIOCESE OF NEW) WESTMINSTER, THE SYNOD OF THE DIOCESE) OF YUKON, THE TRUSTEE BOARD OF THE) PRESBYTERIAN CHURCH OF CANADA, THE) BOARD OF HOME MISSIONS AND SOCIAL) SERVICE OF THE PRESBYTERIAN CHURCH OF) CANADA, THE WOMEN'S MISSIONARY) SOCIETY OF THE UNITED CHURCH OF) CANADA, SISTERS OF CHARITY A BODY) CORPORATE also known as SISTERS OF) CHARITY OF ST. VINCENT DE PAUL, HALIFAX,) also known as SISTERS OF CHARITY HALIFAX,) ROMAN CATHOLIC EPISC EPISCOPAL) CORPORATION OF HALIFAX, LES SOEURS DE) NOTRE DAME-AUXILIATRICE, LES SOEURS ST.)	Ms. K. Couglan, Ms. J. Oltean and Ms. A. Kenshaw **United Church of Canada, Anglican Church in Canada, Presbyterian Church in Canada** Mr. A. Pettingill **All Catholic entities** Mr. R. Donlevy and Mr. P. Baribeau

FRANCOIS D'ASSISE, INSTITUTE DES SOEURS)
DU BON CONSEIL, LES SOEURS DE SAINT-)
JOSEPH DE SAINT-HYACINTHE, LES OEUVRES)
DE JESUS-MARIE, LES SOEURS DE)
L'ASSOMPTION DE LA SAINTE VIERGE, LES)
SOEURS DEL'ASSOMPTION DE LA SAINT)
VIERGE DE L'ALBERTA, LES SOEURS DE LA)
CHARITE DE ST.-HYACINTHE, LES SOEURS)
OBLATES DE L'ONTARIO, LES RESIDENCES)
OBLATES DU QUEBEC LA CORPORATION)
EPISCOPALE CATHOLIQUE ROMAINE DE LA)
BAIE JAMES (THE ROMAN CATHOLIC)
EPISCOPAL CORPORATION OF JAMES BAY)
THE CATHOLIC DIOCESE OF MOOSONEE,)
SOEURS GRISES DE MONTREAL/GREY NUNS)
OF MONTREAL, SISTERS OF CHARITY (GREY)
NUNS) OF ALBERTA, LES SOEURS DE LA)
CHARITE DES T.N.O HOEL-DIEU DE NICOLET,)
THE GREY NUNS OF MANITOBA INC. – LES)
SOEURS GRISES DU MANITOBA INC., LA)
CORPORATION EPISCOPALE CATHOLIQUE)
ROMAINE DE LA BAIE D'HUDSON-THE ROMAN)
CATHOLIC EPISCOPAL CORPORATION OF)
HUDSON'S BAY, MISSIONARY OBLATES-)
GRANDIN, LES OBLATS DE MARIE)
IMMACULEE DU MANITOBA, THE)
ARCHIEPISCOPAL CORPORATION OF REGINA,)
THE SISTERS OF THE PRESENTATION, THE)
SISTERS OF JOSEPH OF SAULT ST. MARIE,)
SISTERS OF CHARITY OF OTTAWA, OBLATES)
OF MARY IMMACULATE-ST. PETER'S)
PROVINCE, THE SISTERS OF SAINT ANN,)
SISTERS OF INSTRUCTION OF THE CHILD)
JESUS, THE BENEDICTINE SISTERS OF MT.)
ANGEL OREGON, LES PERES MONTFORTAINS,)
THE ROMAN CATHOLIC BISHOP OF)
KAMLOOPS CORPORATION SOLE, THE)
BISHOP OF VICTORIA, CORPORATION SOLE,)
THE ROMAN CATHOLIC BISHOP OF NELSON)
CORPORATION SOLE, ORDER OF THE)
OBLATES OF MARY IMMACULATE IN THE)
PROVINCE OF BRITISH COLUMBIA, THE)
SISTERS OF CHARITY OF PROVIDENCE OF)
WESTERN CANADA, LA CORPORATION)
EPISCOPALE CATHOLIQUE ROMAINE DE)
GROUARD, ROMAN CATHOLIC EPISCOPAL)
CORPORATION OF KEEWATIN, LA)

CORPORATION ARCHIEPISCOPALE CATHOLIQUE ROMAINE DE ST. BONIFACE, LES MISSIONAIRES OBLATES SISTERS DE ST. BONIFACE – MISSIONARY OBLATES SISTERS OF ST. BONIFACE, ROMAN CATHOLIC ARCHIEPISCOPAL CORPORATION OF WINNIPEG, LA CORPORATION OF WINNIPEG, LA CORPORATION EPISCOPALE CATHOLIQE ROMAINE DE PRINCE ALBERT, THE ROMAN CATHOLIC BISHOP OF THUNDER BAY, IMMACULATE HEART COMMUNITY OF LOS ANGELES CA, ARCHDIOCESE OF VANCOUVER-THE ROMAN CATHOLIC ARCHBISHOP OF VANCOUVER, ROMAN CATHOLIC DIOCESE OF WHITEHORSE, THE CATHOLIC EPISCOPALE CORPORATION OF MACKENZIE-FORT SMITH, THE ROMAN CATHOLIC EPISCOPAL CORPORATION OF PRINCE RUPERT, EPISCOPAL CORPORATION OF SASKATOON, OMI LACOMBE CANADA INC.

Defendants.

PROCEEDING UNDER the following legislation, as appropriate:

(a) In the Province of Alberta: the *Class Proceedings Act*, S.A. 2003, c.C-16.5;

(b) In the Province of British Columbia: the *Class Proceedings Act*, R.S.B.C. 1996, c.50;

(c) In the Province of Manitoba: *The Class Proceedings Act*, C.C.S.M. c. C130;

(d) In the Provinces of Newfoundland and Labrador, Prince Edward Island, New Brunswick, Nova Scotia, and Ontario: the *Class Proceedings Act, 1992 (Ontario)*, S.O. 1992, c. 6;

(e) In the Northwest Territories: Rule 62 of the *Rules of the Supreme Court of the Northwest Territories*, N.W.T. Reg 010-96, as adopted by the Territory by operation of Section 29 of the *Nunavut Act*, S.C. 1993, c. 28;

(g) In the Province of Ontario: The *Class Proceedings Act*, 1992, S.O. 1992, c. 6;

(h) In the Province of Québec: Articles 999-1051 of the *Code of Civil Procedure* (Québec);

(i) In the Province of Saskatchewan: *The Class Actions Act*, S.S. 2001, c.C-12.01; and

(j) In the Yukon Territory; Rule 5(11) of the *Supreme Court Rules (British Columbia.)* B.C. Reg. 220/90 as adopted by the Territory by operation of Section 38 of the *Judicature Act (Yukon)* R.S.Y. 2002, c. 128.

JUDGMENT

THIS MOTION, made by the Plaintiffs for certification of this action as a class proceeding and for judgment approving the settlement of the action, in accordance with the terms of the Agreement was heard by the Honourable Mr. Justice Schulman at the Court House in Winnipeg Manitoba.

ON READING the joint motion record of the parties, the submissions of the Plaintiffs and the Defendants, and upon hearing the submissions of anyone interested in these proceedings, and upon noting that this motion has been brought with the consent of all parties;

AND WITHOUT ADMISSION OF LIABILITY on any part of any of the Defendants who deny liability;

AND UPON HEARING the oral submissions of counsel for the Plaintiffs and the Defendants:

1. **THIS COURT ORDERS AND DECLARES** that for the purpose of this judgment, the following definitions apply:

DEFINITIONS:

a. "Action: means this proceeding, court file number CI 05-01-43585 (Winnipeg Centre);

b. "Agreement" means the Settlement Agreement entered into by the parties on May 10th, 2006, with schedules, which is a part of the record of this Court;

c. "Approval Date" means the date the last court issues its approval order;

d. "Approval Orders" means the judgment of orders of the Courts certifying the Class Actions and approving the Agreement as fair, reasonable and in the best interests of the Class Members for the purposes of settlement of the Class Actions pursuant to the applicable class proceedings legislation or the common law;

e. "Canada" means the Defendant, the Government of Canada, as represented in this proceeding by the Attorney General of Canada;

f. "Class" or "Class Members" means:

i. each and every person

(1) who, at anytime prior to December 31, 1997, resided at an Indian Residential School in Canada; or

(2) who is a parent, child, or sibling, or spouse of a person who, at anytime prior to December 31, 1997, resided at an Indian Residential School in Canada,

and,

ii. who, at the date of death resided in, or if living, as of the date hereof, resided in:

(1) Alberta, for the purposes of the Alberta Court of Queen's Bench;

(2) British Columbia, for the purpose of the Supreme Court of British Columbia;

(3) Manitoba, for the purposes of the Manitoba Court of Queen's Bench;

(4) Northwest Territories, for the purposes of the Supreme Court of the Northwest Territories;

(5) Nunavut, for the purposes of the Nunavut Court of Justice;

(6) Ontario, Prince Edward Island, Newfoundland, Labrador, New Brunswick, Nova Scotia, and any place outside of Canada, for the purposes of the Ontario Superior Court of Justice;

(7) Quebec, for the purposes of the Quebec Superior Court;

(8) Saskatchewan, for the purposes of the Court of Queen's Bench for Saskatchewan; and

(9) Yukon, for the purposes of the Supreme Court of the Yukon Territory,

but excepting all Excluded Persons.

g. "Class Actions" means the omnibus Indian Residential Schools Class Actions Statements of Claim referred to in Article four (4) of the Agreement;

h. "Class Period" means until December 31, 1997;

i. "Common Experience Payment" means a lump sum payment made to an Eligible CEP Recipient in the manner set out in Article Five (5) of the Agreement;

j. "Court" means, in Alberta, the Alberta Court of Queen's Bench, in British Columbia, the Supreme Court of British Columbia, in Manitoba, the Manitoba Court of Queen's Bench, in the Northwest Territories, the Supreme Court of the Northwest Territories, in Nunavut, the Nunavut Court of Justice, in Ontario, the Ontario Superior Court of Justice, in Quebec, the Quebec Superior Court, in Saskatchewan, the Court of Queen's Bench for Saskatchewan, and in the Yukon, the Supreme Court of the Yukon;

k. "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 an Excluded Person;

l. "Excluded Persons" means all persons who attended the Mohawk Institute Residential School in Brantford, Ontario, between 1922 and 1969, and their parents, siblings, spouses, and children and any person who opts out of this proceeding in accordance with this judgment;

m. "Forum" means 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 Nunavut Court of Justice, the Ontario Superior Court of Justice, the Quebec Superior Court, the Court of Queen's Bench for Saskatchewan, and the Supreme Court of the Yukon Territory, and "Fora" refers to them all;

n. "Implementation Date" means the latest of:

i. The expiry of thirty (30) days following the epxiry of the Opt-Out Periods; and

ii. the date 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

iii. the date of a final determination of any appeal brought in relation to the Approval Orders.

o. "Indian Residential School" means:

i. institutions listed on List "A" or OIRSRC's Dispute Resolution Process attached to the Agreement as Schedule "E"'

ii. institutions listed in Schedule "F" of the Agreement ("Additional Residential Schools") which may be expanded from time to time in accordance with Article 12.01 of the Agreement; and

iii. any institution which is determined to meet the criteria set out in Sections 12.01(2) and (3) of the Agreement;

p. "Mailing Costs" means the cost of mailing a notice to the Class Members as described in *infra* below;

q. "Notice Costs" means the cost of publishing the Notice at Schedule "D" attached hereto;

r. "Opt Out Period" or Opt Out Deadline" means the period commencing on the Approval Date as set out in the Approval Orders;

s. "Other Released Church Organizations: includes the Dioceses of the Anglican Church of Canada listed in Schedule "G" of the Agreement and the Catholic entities listed in Schedule "H" of the Agreement, 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;

t. "Releases" means, jointly and severally, individually and collectively, the Defendants in the Class Actions and each of their respective past and present parents, subsidiaries, and related or affiliated entities and their respective employees, agents, officers, directors, shareholders, principals, members, attorneys, insurers, subrogees, representatives, executors, administrators, predecessors, successors, heirs, transferees, and assigns and also the entities listed in Schedules "B", "C", "G", and "H" of the Agreement;

u. "Representative Plaintiffs" are those individuals listed as Plaintiffs in this title of proceedings;

v. "Spouse" includes a person of the same or opposite sex to a Survivor Class Member who cohabited for a period of at least one year with that Survivor Class Member immediately before his or her death or a person of the same or opposite sex to a Survivor Class Member who was cohabiting with the Survivor Class Member at the date of his or her death and to whom the Survivor Class Member was providing support or was under a legal obligation to provide support on the date of his or her death; and

w. "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 the Minister of Canadian Heritage and Status of Women and the Minister of Human Resources Skills and Development, respectively.

2. **THIS COURT ORDERS** that the Action be and is hereby certified as a Class Proceeding.

3. **THIS COURT ORDERS AND DECLARES** that to the extent the Amended Statement of Claim, the materials filed in connection with the motion for certification and approval of settlement, or this judgment are inconsistent with the technical rules of civil procedure or rules of court, strict compliance with such rules is waived in order to ensure the most just, expeditious, and efficient resolution of this matter.

4. **THIS COURT ORDERS** that the Survivor Class is defined as the following:

All persons who resided at an Indian Residential School in Canada at anytime prior to December 31, 1997, who are living, or were living as of May 30, 2005, and who, as of the date hereof, or who, at the date of death resided in:

a. Alberta, for the purposes of the Alberta Court of Queen's Bench;

b. British Columbia, for the purpose of the Supreme Court of British Columbia;

c. Manitoba, for the purposes of the Manitoba Court of Queen's Bench;

d. Northwest Territories, for the purposes of the Supreme Court of the Northwest Territories;

e. Nunavut, for the purposes of the Nunavut Court of Justice;

f. Ontario, Prince Edward Island, Newfoundland, Labrador, New Brunswick, Nova Scotia, and any place outside of Canada, for the purposes of the Ontario Superior Court of Justice;

g. Quebec, for the purposes of the Quebec Superior Court;

h. Saskatchewan, for the purposes of the Court of Queen's Bench for Saskatchewan; and

i. Yukon, for the purposes of the Supreme Court of the Yukon Territory,

but excepting all Excluded Persons.

5. **THIS COURT ORDERS** that the Family Class is defined as the following:

All parents, siblings, spouses, children, and grandchildren including minors, the unborn, and disabled individuals, of all persons who resided at an Indian Residential School in Canada at anytime prior to December 31, 1997, and who, as of the date hereof, are resident in:

a. Alberta, for the purposes of the Alberta Court of Queen's Bench;

b. British Columbia, for the purpose of the Supreme Court of British Columbia;

c. Manitoba, for the purposes of the Manitoba Court of Queen's Bench;

d. Northwest Territories, for the purposes of the Supreme Court of the Northwest Territories;

e. Nunavut, for the purposes of the Nunavut Court of Justice;

f. Ontario, Prince Edward Island, Newfoundland, Labrador, New Brunswick, Nova Scotia, and any place outside of Canada, for the purposes of the Ontario Superior Court of Justice;

g. Quebec, for the purposes of the Quebec Superior Court;

h. Saskatchewan, for the purposes of the Court of Queen's Bench for Saskatchewan; and

i. Yukon, for the purposes of the Supreme Court of the Yukon Territory,

but excepting all Excluded Persons.

6. **THIS COURT ORDERS** that te Deceased Class is defined as the following:

All persons who resided at an Indian Residential School in Canada at anytime prior to December 31, 1997, who died before May 30, 2005, and who were, at their date of death, residents of:

a. Alberta, for the purposes of the Alberta Court of Queen's Bench;

b. British Columbia, for the purpose of the Supreme Court of British Columbia;

c. Manitoba, for the purposes of the Manitoba Court of Queen's Bench;

d. Northwest Territories, for the purposes of the Supreme Court of the Northwest Territories;

e. Nunavut, for the purposes of the Nunavut Court of Justice;

f. Ontario, Prince Edward Island, Newfoundland, Labrador, New Brunswick, Nova Scotia, and any place outside of Canada, for the purposes of the Ontario Superior Court of Justice;

g. Quebec, for the purposes of the Quebec Superior Court;

h. Saskatchewan, for the purposes of the Court of Queen's Bench for Saskatchewan; and

i. Yukon, for the purposes of the Supreme Court of the Yukon Territory,

but excepting all Excluded Persons.

7. **THIS COURT ORDERS** that the Class shall consist of the Survivor Class, the Family Class and the Deceased Class.

8. **THIS COURT ORDERS AND DECLARES** that the Representative Plaintiffs be and are hereby appointed as representatives of the Class.

9. **THIS COURT ORDERS AND DECLARES** that the Representative Plaintiffs are adequate representatives of the Class anc comply with the statutory residency requirements in the applicable class proceedings legislation.

10. **THIS COURT ORDERS AND DECLARES** that the common issues in the Action are the following:

a. By their operation or management of Indian Residential Schools during the Class Period, did the Defendants breach a duty of care they owed to the Survivor Class to protect them from actionable physical or mental harm?

b. By their purpose, operation, or management of Indian Residential Schools during the Class Period, did the Defendants breach a fiduciary duty they owed to the Survivor Class and the Deceased Class or the aboriginal or treaty rights of the Survivor Class and the Deceased Class to protect them from actionable physical or mental harm?

c. By their purpose, operation, or management of Indian Residential Schools during the Class Period, did the Defendants breach a fiduciary duty they owed to the Family Class?

d. If the answer to any of these common issues is yes, can the Court make an aggregate assessment of the damages suffered by all Class Members of each class as part of the common Trial?

11. **THIS COURT ORDERS AND DECLARES** that the claims of the Class Members for aggravated, exemplary, and punitive damages be and hereby are dismissed, without costs and with prejudice.

12. **THIS COURT ORDERS AND DECLARES** that the certification of this Action is conditional on the approval of the settlement and is without prejudice to the Defendants' right to contest certification or to contest the jurisdiction of this court in the future, should the settlement fail. All materials files, submissions made or positions taken by any party are without prejudice in the event the settlement fails.

13. **THIS COURT ORDERS AND DECLARES** that the settlement of the Action as particularized in the Agreement is fair, reasonable, adequate, and in the best interests of the Class Members.

14. **THIS COURT ORDERS** that the Agreement which is expressly incorporated by reference into this judgment is hereby approved and shall be implemented, and the parties are directed to comply with its terms, subject to any further order of this court.

15. **THIS COURT ORDERS AND DECLARES** that this Court shall supervise the implementation of the Agreement and this judgment and, without limiting the generality of the foregoing, may issue such orders as are necessary to implement and enforce the provisions of the Agreement and this judgment.

16. **THIS COURT ORDERS AND DECLARES** that the Trustee be and is hereby appointed, until further order of this court, on the terms and conditions and with the powers, rights, duties, and responsibilities set out in the Agreement and this judgment.

17. **THIS COURT ORDERS AND DECLARES** that each Class Member who does not opt out in accordance with the terms of the Agreement and this judgment and his or her heirs, personal representatives and assigns or its past and present agents, representatives, executors, administrators, predecessors, successors, transferees, and assigns, have released and shall be conclusively deemed to have fully, finally and forever released the Defendants and the Other Released Church Organizations 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 from any and all actions, causes of action, common law and statutory liabilities, contracts, claims and demands of every nature or kind available, asserted or which could have been asserted whether known or unknown including damages, contribution, indemnity, costs, expenses, and interest which they ever had, now have or may have hereafter have, directly or indirectly or any way relating to or arising directly or indirectly by way of any subrogated or assigned right or otherwise in relation to an Indian Residential School or the operation generally 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 and including claims that belong to the Class Member or personally, whether asserted directly by the Class Member or by any other person, group or legal entity on behalf of or as a representative for the Class Member.

18. **THIS COURT ORDERS AND DECLARES** for greater certainty that the Release referred to in paragraph 17 above bind each Class Member who does not opt out in accordance with the terms of the Agreement and this judgment whether or not he or she submits a claim to the Administrator, whether or not he or she is eligible for individual compensation under the Agreements or whether the Class Member's claim is accepted in whole or in part.

19. **THIS COURT ORDERS AND DECLARES** that any individual action brought by a Class Member who does not opt out in accordance with the terms of this judgment are hereby stayed and shall be dismissed on the Implementation Date.

20. **THIS COURT ORDERS AND DECLARES** that any existing class proceeding or representative action brought by a Class Member is hereby stayed and shall be dismissed on the Implementation Date.

21. **THIS COURT ORDERS AND DECLARES** that each Class Member who does not opt out in accordance with the terms of this judgment and each of his or her respective heirs, executors, administrators, personal representatives, agents, subrogees, insurers, successors and assigns shall not make any claim or take any proceeding against any person or corporation, including the Crown, in connection with or related to the claims released pursuant to paragraph 17 of this judgment, who might claim or take proceedings against the Defendants or Other Released Church Organizations, in any manner or forum, for contribution or indemnity or any other relief at common law or in equity or under the provisions of any applicable legislation regarding negligence, in any jurisdiction. A Class Member who makes any claim or takes any proceeding that is subject to this paragraph shall immediately discontinue such claim or proceeding and this paragraph shall operate conclusively as a bart to any such action or proceeding.

22. **THIS COURT ORDERS AND DECLARES** that the claims of the Class Members in this action are hereby dismissed, without costs and with prejudice and that such dismissal shall be a defence to any subsequent action in respect of the subject matter hereof.

23. **THIS COURT ORDERS** that no Class Member may opt out of this class proceeding after October 31, 2007, without leave of this court.

24. **THIS COURT ORDERS** that no person may opt out a minor or a person who is under a disability without leave of the court after notice to the Public Guardian and Trustee and to the Children's Lawyer, or such other public trustee as may be applicable.

25. **THIS COURT ORDERS** that the Administrator, Crawford Class Action Services, shall, within thirty (30) days of the end of the Opt Out Period, report to this court and advise as to the names of those persons who have opted out of this class proceeding.

26. **THIS COURT ORDERS** that on or before May 30, 2007, the Class Members shall be given notice of this judgment and the approval of the Agreement, in accordance with the terms of the Notice Plan attached hereto and at the expense of Canada as set out in the Notice Plan.

27. **THIS COURT DECLARES** that the notice provided in paragraph 26 above, satisfies the requirements of this court and is the best notice practicable under the circumstances.

28. **THIS COURT ORDERS** that forthwith after the publication and delivery of the notice required by paragraph 26 of this judgment, Canada shall serve upon Class Counsel, the Defendants and the Administrator and file with this court affidavits confirming that they have given the notice in accordance with the Notice Plan, the Agreement, and this judgment.

29. **THIS COURT ORDERS AND DECLARES** that the Agreement and this judgment are binding upon each Class Member who does not opt out, including those persons who are minors or are mentally incapable and that any requirements or rules or civil procedure which would impose further obligations with respect to this judgment are dispensed with.

30. **THIS COURT ORDERS** that the Chief Adjudicator will be appointed with the duties and responsibilities as set out in the Agreement upon further application to this court.

31. **THIS COURT ORDERS AND DECLARES** that no person may bring any action or take any proceedings against the Trustee, its employees, agents, partners, associates, representatives, successors, or assigns or against the Chief Adjudicator for any matter in any way relating to the Agreement, the administration of the Agreement or the implementation of this judgment, except with leave of this court on notice to all affected parties.

32. **THIS COURT DECLARES** that the Representative Plaintiffs, Defendants, Released Church Organizations, Class Counsel, or the Trustee, after fully exhausting the dispute resolution mechanisms contemplated in the Agreement, may apply to the Court for directions in respect of implementation, administration, or amendment of the Agreement or the implementation of this judgment on notice to all affected parties, or otherwise in conformity with the terms of the Agreement.

33. **THIS COURT DECLARES** that the Consent Agreements which were entered into by the Defendants and the Released Church Organizations and this judgment that is issued by this court, is without any admission of liability, that the Defendants and the Released Church Organizations deny liability and that the Consent to Agreement is not an admission of liability by conduct by the Defendants and that this judgment is deemed to be a without prejudice settlement for evidentiary purposes.

34. **THIS COURT ORDERS AND DECLARES** that if the number of Eligible CEP Recipients who opt out of this class proceeding exceeds five thousand (5,000), the Agreement will be void and this judgment will be set aside in its entirety subject only to the right of Canada, at its sole discretion, to waive compliance with section 4.15 of the Agreement.

35. **THIS COURT DECLARES** that this order will be rendered null and void in accordance with the terms of this Agreement if the agreement is not approved in substantially the same terms by way of order or judgment of the court in all of the Fora.

Issued this _____ day of _____, 200__.

_____

Registrar of the Court of Queen's Bench

MERCHANT LAW GROUP

(AN INTERPROVINCIAL LIMITED LIABILITY PARTNERSHIP)

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DARREN WILLIAMS
IN ARTICLES -

E. F. ANTHONY MERCHANT, Q.C ∫.
DREW R. FILYK
WEI WU, Ph.D. -
DWAYNE Z. BRAUN
JEREMY C.A. CAISSIE
DOUGLAS A. OTTENBREIT -
J. B. JOSHUA MERCHANT
ELSA KAUS ▫
ANNA SHULMAN
ROSEMARY K. HNATIUK
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DAVID A. HALVORSEN ∫
SUNEIL A. SARAI
Residing in REGINA
MICHAEL MANTYKA
TREVOR NEWELL
Residing in YORKTON
RUPINDER K. DHALIWAL
SHAUN P. FLANNIGAN ▫
Residing in EDMONTON
Residing in WINNIPEG
OWEN FALQUERO
NON-PRACTISING *

HENRI P.V. CHABANOLE ∫
MICHAEL R. TROY
ROBERT G. CROWE *
EVATT F.A. MERCHANT
CHRISTIAAN J. ROTHMAN. -
JANE ANN SUMMERS
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Residing in CALGARY
S. NORMAN ROSENBAUM
SATNAM S. AUJLA
Residing in MONTREAL
REGISTERED MEDIATOR ∟

GERALD B. HEINRICHS
CASEY CHURKO
TIMOTHY E. TURPLE
MATTHEW V.R. MERCHANT
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PETER MANOUSOS
RYAN TKACHUK ▫
RONALD E. KAMPITSCH
HOWARD TENNENHOUSE
WILLIAM G. SLATER
G. E. CROWE (1925-1989)
PRACTISES UNDER CORPORATION ∫

January 6, 2007

Attention: The Clerk of the Court
Ontario Court Superior Court of Justice
383 University Avenue, 10th Floor
Toronto, ON M5G 1E6

Via Facsimile 416-327-9470
and regular mail

Dear Sir/Madam:

RE: Baxter et al v. Attorney General of Canada et al v. The General Synod of the Anglican Church of Canada et al
Court File No. 00-CV-192059CP

Please draw this letter to the attention of the Honourable Mr. Justice W. Winkler. I write regarding the enclosed letter from Catherine Coughlan. Ms. Coughlan wrote a similar letter to a number of judges. Each of those letters are dated December 22, 2006 and assumably were received by the Courts by facsimile, 12 days before they were sent to Merchant Law Group by email on January 3, 2007.

A lawyer may not write a letter "to state our understanding" and by that letter have any affect upon what the appeal period may be. Nor, we submit respectfully, may a lawyer through such a letter invite the Court to hold that the appeal period is tolled. Except where the parties and the Court agree as the tolling of the appeal period, this is an issue governed by statute. In many instances, these class proceedings were initiated by our firm. Our agreement on behalf of our clients has not been sought and we do not currently agree. The parties are entitled to finality and the operation of the legal principles flowing from the relevant Courts of Appeal acts. And with deference, the various Courts may not take from any of the parties the right to rely upon the statutory appeal periods. The difficulties of nine judges deciding the same issues are significant but the statutes in question do not permit a different legal application flowing from difficulties.

Yours truly,
MERCHANT LAW GROUP

Per:

E.F. ANTHONY MERCHANT, Q.C.
EFAM*lc

cc. National Certification Committee

This is Exhibit "KK" referred to in the affidavit of Jonathan Ptak sworn before me, this 2nd day of March 20 07

A COMMISSIONER FOR TAKING AFFIDAVITS
Celeste Poltak

Department of Justice Canada
Ministère de la Justice Canada

Edmonton Office
211 Bank of Montreal Bldg
10199 - 101 Street
Edmonton, Alberta
T5J 3Y4

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Telephone/Télécopieur: (780) 495-2975
Facsimile: (780) 495-3834
Internet: Catherine.coughlan@justice.gc.ca

Our File:
Notre dossier: 2-100283

December 22, 2006

VIA FAX AND REGULAR MAIL

Ontario Court Superior Court of Justice
393 University Avenue, 10th Floor
Toronto, Ontario
M5G 1E6

Attention: The Honourable Mr. Justice W. Winkler

Your Honour:

Re: Baxter et al v. Attorney General of Canada et al v. The General Synod of the Anglican Church of Canada et al
Court File No. 00-CV-192059CP
Judgment
Residential Schools Class Action

I am writing with regard to the judgments issued by the Courts of the various provinces and territories on December 15, 2006. Counsel for Canada are in the process of reviewing the judgments and seeking instructions with regard to the administrative concerns identified in the judgments. We note that Justice Winkler has indicated that Justice McMahon intends to convene a meeting of the judiciary and parties, to take place in Calgary in January of 2007. Canada will of course attend that meeting. However, we would ask that the meeting be scheduled late in January in order that there will be sufficient time for all parties to develop as full a response as possible regarding the concerns identified by the Courts.

We also wish to state our understanding that, given that the judgments are to be spoken to at the January meeting, the relevant appeal periods will not commence until that has occurred. Thank you for your attention.

Yours truly,

Catherine A. Coughlan
General Counsel
Aboriginal Law Services
Prairie Region
Justice Canada

CAC/rw
c.c. National Certification Committee

Canada

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HOWARD TENNENHOUSE
WILLIAM G. SLATER
G. E. CROWE (1925-1989)
PRACTISES UNDER CORPORATION ∫

January 6, 2007

Attention: Clerk of the Court
Plais de Justice de Montreal
1, Notre-Dame Street East
Room 16.36
Montreal, PQ H2Y 1B6

Via Facsimile 514-873-6815
and regular mail

Dear Sir/Madam:

RE: John Bosum et al v. Attorney General of Canada
Superior Court File No. 500-06-000293-056 and 550-06-000021-056

Please draw this letter to the attention of the Honourable Mr. Justice D.H. Tingley. I write regarding the enclosed letter from Catherine Coughlan. Ms. Coughlan wrote a similar letter to a number of judges. Each of those letters are dated December 22, 2006 and assumably were received by the Courts by facsimile, 12 days before they were sent to Merchant Law Group by email on January 3, 2007.

A lawyer may not write a letter "to state our understanding" and by that letter have any affect upon what the appeal period may be. Nor, we submit respectfully, may a lawyer through such a letter invite the Court to hold that the appeal period is tolled. Except where the parties and the Court agree as the tolling of the appeal period, this is an issue governed by statute. In many instances, these class proceedings were initiated by our firm. Our agreement on behalf of our clients has not been sought and we do not currently agree. The parties are entitled to finality and the operation of the legal principles flowing from the relevant Courts of Appeal acts. And with deference, the various Courts may not take from any of the parties the right to rely upon the statutory appeal periods. The difficulties of nine judges deciding the same issues are significant but the statutes in question do not permit a different legal application flowing from difficulties.

Yours truly,
MERCHANT LAW GROUP

Per:

E.F. ANTHONY MERCHANT, Q.C.
EFAM*lc
cc. National Certification Committee

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Ministère de la Justice Canada

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Telephone/Télécopieur: (780) 495-2975
Facsimile: (780) 495-3834
Internet: Catherine.coughlan@justice.gc.ca

Our File:
Notre dossier: 2-100283

December 22, 2006

VIA FAX AND REGULAR MAIL

Palais de Justice de Montreal
1, Notre-Dame Street East
Room 16.36
Montreal, Quebec H2Y 1B6

Attention: The Honourable Mr. Justice Daniel H. Tingley

My Lord:

Re: ***John Bosum v. Attorney General of Canada***
Superior Court File No. 500-06-000293-056 and 550-06-000021-056
Judgment
Residential Schools Representative Action

I am writing with regard to the judgments issued by the Courts of the various provinces and territories on December 15, 2006. Counsel for Canada are in the process of reviewing the judgments and seeking instructions with regard to the administrative concerns identified in the judgments. We note that Justice Winkler has indicated that Justice McMahon intends to convene a meeting of the judiciary and parties, to take place in Calgary in January of 2007. Canada will of course attend that meeting. However, we would ask that the meeting be scheduled late in January in order that there will be sufficient time for all parties to develop as full a response as possible regarding the concerns identified by the Courts.

We also wish to state our understanding that, given that the judgments are to be spoken to at the January meeting, the relevant appeal periods will not commence until that has occurred. Thank you for your attention.

Yours truly,

Catherine A. Coughlan
General Counsel
Aboriginal Law Services
Prairie Region
Justice Canada

CAC/rw
c.c. National Certification Committee

Canada

MERCHANT LAW GROUP

(AN INTERPROVINCIAL LIMITED LIABILITY PARTNERSHIP)

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HELMUT EHMS
GREGORY R. PINCOTT, ▫
GRAHAM K. NEILL
VICTOR B. OLSON
DARREN WILLIAMS
IN ARTICLES -

E. F. ANTHONY MERCHANT, Q.C ∫.
DREW R. FILYK
WEI WU, Ph.D. -
DWAYNE Z. BRAUN
JEREMY C.A. CAISSIE
DOUGLAS A. OTTENBREIT -
J. E. JOSHUA MERCHANT
ELSA KAUS ▫
ANNA SHULMAN
ROSEMARY K. HNATIUK
SURREY/ VICTORIA
IN ARTICLES (ALBERTA) ▫

DAVID A. HALVORSEN ∫
SUNEIL A. SARAI
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MICHAEL MANTYKA
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Residing in YORKTON
RUPINDER K. DHALIWAL
SHAUN P. FLANNIGAN ▫
Residing in EDMONTON
Residing in WINNIPEG
OWEN PALQUERO
NON-PRACTISING *

HENRI P.V. CHABANOLE ⌐∫
MICHAEL R. TROY
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EVATT F.A. MERCHANT
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JANE ANN SUMMERS
JORDAN C. BIENERT
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S. NORMAN ROSENBAUM
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Residing in MONTREAL
REGISTERED MEDIATOR ⌐

GERALD B. HEINRICHS
CASEY CHURKO
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Residing in SASKATOON
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RYAN TKACHUK ▫
RONALD E. KAMPITSCH
HOWARD TENNENHOUSE
WILLIAM G. SLATER
G. E. CROWE (1925-1989)
PRACTISES UNDER CORPORATION ∫

January 6, 2007

Attention: Clerk of the Court
Court of Queen's Bench of Alberta
611 - 4th Street S.W.
Calgary, AB T2P 1T5

Via Facsimile 403-297-8617
And regular mail

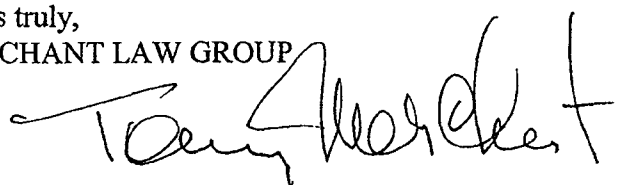
Dear Sir/Madam:

RE: Flora Northwest et al v. Attorney General of Canada
Action Nos. 9901 15362, 0501 09167

Please draw this letter to the attention of the Honourable Mr. Justice T.F. McMahon. I write regarding the enclosed letter from Catherine Coughlan. Ms. Coughlan wrote a similar letter to a number of judges. Each of those letters are dated December 22, 2006 and assumably were received by the Courts by facsimile, 12 days before they were sent to Merchant Law Group by email on January 3, 2007.

A lawyer may not write a letter "to state our understanding" and by that letter have any affect upon what the appeal period may be. Nor, we submit respectfully, may a lawyer through such a letter invite the Court to hold that the appeal period is tolled. Except where the parties and the Court agree as the tolling of the appeal period, this is an issue governed by statute. In many instances, these class proceedings were initiated by our firm. Our agreement on behalf of our clients has not been sought and we do not currently agree. The parties are entitled to finality and the operation of the legal principles flowing from the relevant Courts of Appeal acts. And with deference, the various Courts may not take from any of the parties the right to rely upon the statutory appeal periods. The difficulties of nine judges deciding the same issues are significant but the statutes in question do not permit a different legal application flowing from difficulties.

Yours truly,
MERCHANT LAW GROUP

Per: 

E.F. ANTHONY MERCHANT, Q.C.
EFAM*lc

cc. National Certification Committee

Department of Justice Canada
Ministère de la Justice Canada

Edmonton Office
211 Bank of Montreal Bldg
10199 - 101 Street
Edmonton, Alberta
T5J 3Y4

Bureau d'Edmonton
211, Banque de Montréal
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T5J 3Y4

Telephone/Télécopieur: (780) 495-2975
Facsimile: (780) 495-3834
Internet: Catherine.coughlan@justice.gc.ca

Our File:
Notre dossier: 2-100283

December 22, 2006

VIA FAX AND REGULAR MAIL

Court of Queen's Bench of Alberta
Calgary Court House
611 – 4th Street S.W.
Calgary, Alberta
T2P 1T5

Attention: The Honourable Mr. Justice T.F. McMahon

My Lord:

Re: Flora Northwest et al v. Attorney General of Canada
Action Nos. 9901 15362, 0501 09167
Judgment
Residential Schools Class Action

I am writing with regard to the judgments issued by the Courts of the various provinces and territories on December 15, 2006. Counsel for Canada are in the process of reviewing the judgments and seeking instructions with regard to the administrative concerns identified in the judgments. We note that Justice Winkler has indicated that Justice McMahon intends to convene a meeting of the judiciary and parties, to take place in Calgary in January of 2007. Canada will of course attend that meeting. However, we would ask that the meeting be scheduled late in January in order that there will be sufficient time for all parties to develop as full a response as possible regarding the concerns identified by the Courts.

We also wish to state our understanding that, given that the judgments are to be spoken to at the January meeting, the relevant appeal periods will not commence until that has occurred. Thank you for your attention.

Yours truly,

Catherine A. Coughlan
General Counsel
Aboriginal Law Services
Prairie Region
Justice Canada

CAC/rw
c.c. National Certification Committee

Canada

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G. E. CROWE (1925-1989)
PRACTISES UNDER CORPORATION ∫

January 6, 2007

Attention: The Clerk of the Court
Supreme Court of British Columbia
800 Smithe Street
Vancouver, BC V6Z 2E1

Via Facsimile 604-660-2420
and regular mail

Dear Sir/Madam:

RE: Camble Quatell et al v. Attorney General of Canada
Vancouver Registry No. L051875

Please draw this letter to the attention of the Honourable Chief Justice D.I. Brenner. I write regarding the enclosed letter from Catherine Coughlan. Ms. Coughlan wrote a similar letter to a number of judges. Each of those letters are dated December 22, 2006 and assumably were received by the Courts by facsimile, 12 days before they were sent to Merchant Law Group by email on January 3, 2007.

A lawyer may not write a letter "to state our understanding" and by that letter have any affect upon what the appeal period may be. Nor, we submit respectfully, may a lawyer through such a letter invite the Court to hold that the appeal period is tolled. Except where the parties and the Court agree as the tolling of the appeal period, this is an issue governed by statute. In many instances, these class proceedings were initiated by our firm. Our agreement on behalf of our clients has not been sought and we do not currently agree. The parties are entitled to finality and the operation of the legal principles flowing from the relevant Courts of Appeal acts. And with deference, the various Courts may not take from any of the parties the right to rely upon the statutory appeal periods. The difficulties of nine judges deciding the same issues are significant but the statutes in question do not permit a different legal application flowing from difficulties.

Yours truly,

MERCHANT LAW GROUP

Per:

E.F. ANTHONY MERCHANT, Q.C.
EFAM*lc

cc. National Certification Committee

Department of Justice Canada
Ministère de la Justice Canada

Edmonton Office
211 Bank of Montreal Bldg
10199 - 101 Street
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Facsimile: (780) 495-3834
Internet: Catherine.coughlan@justice.gc.ca

Our File:
Notre dossier: 2-100283

December 22, 2006

VIA FAX AND REGULAR MAIL

Supreme Court of British Columbia
800 Smithe Street
Vancouver, British Columbia
V6Z 2E1

Attention: The Honourable Chief Justice D.I. Brenner

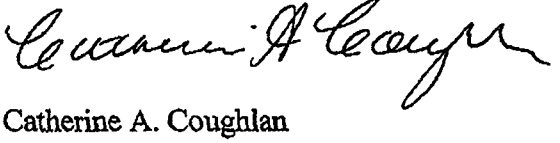
My Lord:

Re: Camble Quatell et al v. Attorney General of Canada
Vancouver Registry No. L051875
Judgment
Residential Schools Class Action

I am writing with regard to the judgments issued by the Courts of the various provinces and territories on December 15, 2006. Counsel for Canada are in the process of reviewing the judgments and seeking instructions with regard to the administrative concerns identified in the judgments. We note that Justice Winkler has indicated that Justice McMahon intends to convene a meeting of the judiciary and parties, to take place in Calgary in January of 2007. Canada will of course attend that meeting. However, we would ask that the meeting be scheduled late in January in order that there will be sufficient time for all parties to develop as full a response as possible regarding the concerns identified by the Courts.

We also wish to state our understanding that, given that the judgments are to be spoken to at the January meeting, the relevant appeal periods will not commence until that has occurred. Thank you for your attention.

Yours truly,



Catherine A. Coughlan
General Counsel
Aboriginal Law Services
Prairie Region
Justice Canada

CAC/rw
c.c. National Certification Committee

Canada

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PRACTISES UNDER CORPORATION ∫

January 6, 2007

Court of Queen's Bench of Saskatchewan
2425 Victoria Avenue
REGINA, SK S4P 3V7

Attention: Local Registrar

Dear Sirs:

RE: Kenneth Sparvier et al v. Attorney General of Canada et al
Q.B.G. No. 816 of 2005

Please draw this letter to the attention of the Honourable Mr. Justice D.P. Ball. I write regarding the enclosed letter from Catherine Coughlan. Ms. Coughlan wrote a similar letter to a number of judges. Each of those letters are dated December 22, 2006 and assumably were received by the Courts by facsimile, 12 days before they were sent to Merchant Law Group by email on January 3, 2007.

A lawyer may not write a letter "to state our understanding" and by that letter have any affect upon what the appeal period may be. Nor, we submit respectfully, may a lawyer through such a letter invite the Court to hold that the appeal period is tolled. Except where the parties and the Court agree as the tolling of the appeal period, this is an issue governed by statute. In many instances, these class proceedings were initiated by our firm. Our agreement on behalf of our clients has not been sought and we do not currently agree. The parties are entitled to finality and the operation of the legal principles flowing from the relevant Courts of Appeal acts. And with deference, the various Courts may not take from any of the parties the right to rely upon the statutory appeal periods. The difficulties of nine judges deciding the same issues are significant but the statutes in question do not permit a different legal application flowing from difficulties.

Yours truly,
MERCHANT LAW GROUP

Per:

E.F. ANTHONY MERCHANT, Q.C.
EFAM*lc

cc. National Certification Committee

Department of Justice Canada
Ministère de la Justice Canada

Edmonton Office
211 Bank of Montreal Bldg
10199 - 101 Street
Edmonton, Alberta
T5J 3Y4

Bureau d'Edmonton
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T5J 3Y4

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Facsimile: (780) 495-3834
Internet: Catherine.coughlan@justice.gc.ca

Our File:
Notre dossier: 2-100283

December 22, 2006

VIA FAX AND REGULAR MAIL

Court of Queen's Bench of Saskatchewan
2425 Victoria Avenue
Regina, Saskatchewan
S4P 4W6

Attention: The Honourable Mr. Justice D.P. Ball

My Lord:

Re: Kenneth Sparvier et al v. Attorney General of Canada et al
Q.B.G. No. 816 of 2005
Judgment
Residential Schools Class Action

I am writing with regard to the judgments issued by the Courts of the various provinces and territories on December 15, 2006. Counsel for Canada are in the process of reviewing the judgments and seeking instructions with regard to the administrative concerns identified in the judgments. We note that Justice Winkler has indicated that Justice McMahon intends to convene a meeting of the judiciary and parties, to take place in Calgary in January of 2007. Canada will of course attend that meeting. However, we would ask that the meeting be scheduled late in January in order that there will be sufficient time for all parties to develop as full a response as possible regarding the concerns identified by the Courts.

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Yours truly,

Catherine A. Coughlan
General Counsel
Aboriginal Law Services
Prairie Region
Justice Canada

CAC/rw
c.c. National Certification Committee

Canada

RECEIVED
JAN 2 2 2007
DEPARTMENT OF JUSTICE, EDMONTON

Saskatchewan

Justice
Office of the Local Registrar
Judicial Centre of Regina
Court House
2425 Victoria Avenue
Regina, Canada
S4P 4W6
(306) 787-5377 Telephone
(306) 787-7217 Fax
Your File:
Our File:

This is Exhibit 4 L referred to in the affidavit of Jonathan Ptak sworn before me this 2nd day of March 2007
A COMMISSIONER FOR TAKING AFFIDAVITS
Celeste Poltak

January 8, 2007

Department of Justice Canada
Edmonton Office
211 Bank of Montreal Building
10199 - 101 Street
EDMONTON, Alberta
T5J 3Y4

Attention: Catherine A. Coughlan

Merchant Law Group
Barristers and Solicitors
Saskatchewan Drive Plaza
2401 Saskatchewan Drive
REGINA, Saskatchewan
S4P 4H8

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

Dear Ms. Coughlan and Mr. Merchant:

Re: Kenneth Sparvier et al. v. Attorney General of Canada et al.
Q.B.G. No. 816/2005—Judgment—Residential Schools Class Action

Ms. Coughlan's letters dated December 22, 2006 and Mr. Merchant's replies dated January 6, 2007, have been referred to The Honourable Mr. Justice D. P. Ball, who has instructed me to reply as follows:

Paragraphs 83, 84 and 85 of the Court's Fiat dated December 15, 2006 stated:

> [83] This action will be certified as a class action and the Settlement Agreement approved in its entirety upon the Court receiving satisfactory assurances that the deficiencies identified in para. 18 of this decision will be addressed. Approval of the Settlement Agreement will include those portions which provide for payment of legal fees to the National Consortium, to Merchant Law Group and to independent counsel.
>
> [84] I find that the provisions of the Settlement Agreement requiring payment of legal fees and disbursements to MLG are clear and enforceable. If the Federal Representative and MLG cannot agree on an amount, it shall be determined by an action to be brought in the Court of Queen's Bench for Saskatchewan with the amount of legal fees payable to MLG to in no event be more than $40 million or less than $25 million. If the parties cannot agree and an action becomes necessary, it will be incumbent on MLG to adduce all relevant evidence to verify its claim in a format that does not breach solicitor/client privilege. If MLG does not do so, it cannot expect to receive payment of more than $25 million.

Acid-free Paper

[85] Having regard to all relevant factors I find that the agreed minimum amount and the process for determining the actual amount payable to MLG will be approved as part of an entire Settlement Agreement.

If you believe there is any further need to discuss the matters raised in your correspondence, you may do so at the meeting of counsel scheduled for Calgary on January 24, 2007.

Yours truly

G. Dauncey
Local Registrar

c.: National Certification Committee

KOSKIE MINSKY LLP
BARRISTERS & SOLICITORS

January 12, 2007

Kirk M. Baert
Direct Dial: 416-595-2117
Direct Fax: 416-204-2889
kbaert@koskieminsky.com

This is Exhibit "MM" referred to in the affidavit of Jonathan Ptak sworn before me, this 2nd day of March 2007

A COMMISSIONER FOR TAKING AFFIDAVITS
Celeste Poltak

The Honourable Mr. Justice Schulman
Court of Queen's Bench
Law Courts Building
408 York Avenue
Winnipeg, MB R3C 0P9

Your Honour:

Re: Baxter/Cloud v. Attorney General (Residential Schools Settlement)
Our File No. 05/1721

The writer was counsel for the National Certification Committee on the motions heard by Your Honour in October 2006. The court's reasons for decision were released on December 15, 2006.

We are in receipt of Mr. Rosenbaum's letter dated January 2, 2007. We do not agree with his submissions. Nor do we agree that the order enclosed should be signed by the court.

As Your Honour is no doubt aware, the settlement in question is not binding on the parties until all 9 courts have approved it. 8 of the courts have approved the settlement, but Mr. Justice Richard of the Supreme Court of the Northwest Territories has not yet issued his reasons. Until he does, the settlement in force.

Therefore issuance of the order in question is premature.

In any event, Mr. Rosenbaum did not provide counsel with a draft the order prior to writing to the court so that we could review it as to form and content. That is the normal practice in most courts that I know of. If he had, we could have made him aware that the order provided to the court is defective on a number of counts, the most important of which is that it specifies the wrong opt out date. Certain other key provisions of the orders handed to the court during the hearing in October appear to have been deleted from Mr. Rosenbaum's draft, again without explanation.

This is a complex case with billions of dollars at stake. It is unfortunate when counsel write letters to the court seeking to have judgment signed without consulting other counsel who were present at the hearing. It is even more unfortunate in this case given that Mr. Rosenbaum was not at the other 8 hearings and does not appear to be aware of what went on at those hearings.

We would be pleased to provide further submissions if required.

We are copying this letter to the National Certification Committee and to Mr. Percy.

Yours truly,

KOSKIE MINSKY LLP



Kirk M. Baert
KMB:atd

c Catherine Coughlan
John Terry
John Kingman Phillips
Peter Grant
Janice Payne
E. F. Anthony Merchant Q. C.
Jon Faulds
W. Roderick Donlevy
Alex Pettingill
Bill Percy

Department of Justice Canada
Ministère de la Justice Canada

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Région des Prairies
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Edmonton, Alberta
T5J 3Y4

Telephone: (780) 495-2975
Facsimile: (780) 495-3834

Internet: catherine.coughlan@justice.gc.ca

Our File:
Notre dossier: 2-85581

Your File:
Votre dossier:

January 12, 2007

BY FAX

This is Exhibit "NN" referred to in the affidavit of Jonathan Ptak sworn before me, this 2nd day of March 20 07

A COMMISSIONER FOR TAKING AFFIDAVITS
Celeste Poltak

The Honourable Mr. Justice P. Schulman
Court of Queen's Bench of Manitoba
Law Courts Building
408 York Avenue
Winnipeg, Manitoba
R3C 0P9

My Lord:

Re: Docket CI 05-01-43585
Winnipeg Centre
Semple et al v. Attorney General of Canada

I appeared before your Lordship as counsel for the Attorney General of Canada upon the Motion for Certification and Settlement Approval heard October 5-6, 2006.

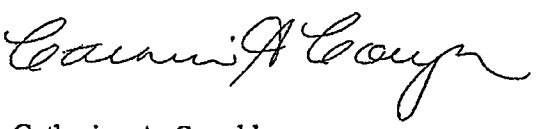
The Court released its decision on December 15, 2006 and I am now in receipt of a letter from Mr. S. Norman Rosenbaum dated January 2, 2007 addressed to the Registrar of the Court of Queen's Bench. That letter attached a proposed Judgement Roll in respect of your decision. I must advise that Mr. Rosenbaum did not provide the Attorney General or any other party to my knowledge with the draft copy of the Judgment Roll nor any opportunity to review it as to form and content.

As your Lordship is doubtless aware, this is a very complex case requiring unanimity of nine courts; Presently the Supreme Court of the Northwest Territories has not yet delivered its judgment. On that basis, I would respectfully submit that your Lordship ought to decline to sign the Judgment as is premature to do so.

Canada

Counsel for the National Certification Committee will provide the Court with a uniform Judgment Roll when it is appropriate to do so.

Yours truly,



Catherine A. Coughlan
General Counsel
Aboriginal Law Services
Prairie Region
Justice Canada

CAC/rw

c.c. Paul Vickery
c.c. John Terry
c.c. John Kingman Phillips
c.c. Peter Grant
c.c. Janice Payne
c.c. E.F. Anthony Merchant
c.c. Rod Donlevy
c.c. Alex Pettingill
c.c. Kirk Baert

KOSKIE MINSKY LLP
BARRISTERS & SOLICITORS

January 12, 2007

Kirk M. Baert
Direct Dial: 416-595-2117
Direct Fax: 416-204-2889
kbaert@koskieminsky.com

This is Exhibit "004" referred to in the affidavit of Jonathan Ptak sworn before me, this 2nd day of March 20 07

A COMMISSIONER FOR TAKING AFFIDAVITS
Celeste Poltak

The Honourable Mr. Justice Ball
Court of Queen's Bench
Court House
2425 Victoria Avenue
Regina, SK S4P 3V7

Your Honour:

Re: Baxter/Cloud v. Attorney General (Residential Schools Settlement)
Our File No. 05/1721

The writer was counsel for the National Certification Committee on the motions heard by Your Honour on September 18 – 20, 2006. The court's reasons for decision were released on December 15, 2006.

We are in receipt of Mr. Merchant's letter dated January 6, 2007. We do not agree with his submissions.

Your Honour will recall that three orders were handed up during the course of my argument. One order dealt with amendment of the statement of claim. A second order dealt with approval of the settlement. A third order dealt with legal fees. Copies of those orders are enclosed. These same orders were provided to all courts across the country.

Mr. Merchant was provided with copies of those orders in advance of the hearing in Saskatchewan and elsewhere. He never objected to their form. Nor did he object in Saskatchewan. In fact, I understand that Mr. Meehan handed up a fees order himself during the course of his argument.

The submissions made by Mr. Merchant in his letter have no merit. Neither Ms. Coughlan nor the writer are trying to re-open argument in any way. She was simply confirming that separate orders are contemplated as they were at the hearings themselves. It is Mr. Merchant, with respect, who is trying to re-open argument.

We are prepared to file any further submissions that the court may require on this or any other issue.

Yours truly,

KOSKIE MINSKY LLP



Kirk M. Baert
KMB:atd
Enclosure

c Catherine Coughlan
John Terry
John Kingman Phillips
Peter Grant
Janice Payne
E. F. Anthony Merchant Q. C.
Jon Faulds
W. Roderick Donlevy
Alex Pettingill

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Région des Prairies, Bureau de Saskatoon
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Our File: 2-32850
Notre dossier:

Your file:
Votre dossier:

January 15, 2007

VIA FACSIMILE

Mr. Paul Vickery
Department of Justice Canada
284 Wellington
Ottawa, ON K1A 0H8

Ms. Catherine Coughlan
Department of Justice Canada
211 Bank of Montreal Building
Edmonton, AB T5J 3Y4

Dear Sir/Madam:

Re: Kenneth Sparvier et v. AGC
George Laliberte et al v. AGC

Please find enclosed correspondence dated January 11, 2007 to the attention of Mr. Anthony Merchant, QC.

If we can assist in any way, we are pleased to oblige.

Yours truly,

Sheila H. Urzada
Senior Counsel, Indian Residential Schools Group
Aboriginal Law Services

SHU/dpw

cc: Catharine Moore

This is Exhibit "PP" referred to in the affidavit of Jonathan Ptak sworn before me, this 2nd day of March 2007.

A COMMISSIONER FOR TAKING AFFIDAVITS
Celeste Poltak

Canada

Federal Court

CANADA

Cour fédérale

Ottawa, Ontario
K1A 0H9

January 11, 2007

BY FAX ONLY

RECEIVED
JAN 11 2007
SECRETARY'S OFFICE

Mr. Anthony Merchant, QC
Fax.: 306.522.3299

Mr. Merchant :

RE: Kenneth Sparvier et al v. AGC
Docket No: T-848-05

George Laliberte et al v. AGC
Docket No. : T-1620-05

The Court (the Honourable Mr. Justice Lemieux) issued a Direction dated August 16, 2006 which required a short report from the parties as to the progress in implementing the settlement agreement by December 31, 2006. As no such report was received, and the time for doing so having elapsed, the Registry referred the matter to the Court for further Direction.

In response to the request from the Registry, Mr. Justice Lemieux has requested that we contact you and ask that you provide the Court with the requested update by the end of January, 2007.

Should you have any questions, feel free to contact the Registry at 613.992.4238.

Yours truly,

Kevin Kelly
Registry Officer

cc. Norma Gunningham-Kapphahn
Fax.: 306.975.6499

Samuel D. Stevens
Fax.: 250.248.8240

Department of Justice (Canada)
Prairie Region, Saskatoon Office
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FROM / DE Name / Nom: **Sheila Urzada for Norma Gunningham-Kapphahn** **Contact: Doreen at (306) 975-5906**	
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SEND TO / ENVOYER À

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Comments / Commentaires:

Please see attached correspondence.

RE: Sparvier, Kenneth AND Laliberte, George

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Notre dossier: 2-85581

Your File:
Votre dossier:

January 19, 2007

BY FAX

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Calgary, Alberta T2P 1T5

This is Exhibit "QQ" referred to in the affidavit of Jonathan Ptak sworn before me, this 2nd day of March 20 07

A COMMISSIONER FOR TAKING AFFIDAVITS
Celeste Poltak

Attention: Julie Forbes, Assistant to Justice McMahon

Dear Madam:

Re: Northwest et al v. Attorney General of Canada
Action No. 0501 09176
January 25, 2007 Meeting

I understand that Justice McMahon is arranging for the meeting of Justices and counsel involved in recent applications before the courts for certification and settlement approval of the Indian Residential Schools cases.

Would you be able to provide some information with respect to the logistics of this meeting. I would be happy to assist in circulating that information to the proposed invitees.

Thank you for your assistance.

Yours truly,

Catherine A. Coughlan
General Counsel
Aboriginal Law Services
Prairie Region
Justice Canada

CAC/rw

Canada

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fiacobucci@torys.com

January 22, 2007

FAX (416) 327-5417 and MAIL

The Honourable Mr. Justice W. Winkler
Ontario Civil Superior Court of Justice
393 University Avenue,
10th Floor
Toronto, Ontario
M5G 1E6

This is Exhibit "RR" referred to in the affidavit of Jonathan Ptak sworn before me, this 2nd day of March 20 07

A COMMISSIONER FOR TAKING AFFIDAVITS
Celeste Poltak

Your Honour:

As the Federal Representative, I am writing to you regarding the Indian Residential Schools Settlement. In doing so, I wish to make clear my intention, which is simply to provide any assistance possible, and in no way to attempt to inappropriately influence your ultimate decisions in this matter.

Since the release of judgments on December 15th, counsel for the Federal Government have worked hard to identify an appropriate means of responding to the administrative concerns raised in your judgments.

It is apparent that there are certain statutory restrictions and constitutional norms which could seriously affect the situation. I am advised that these will be referred to more fully in comments to be made to you by counsel on January 25th. I am also advised that you will be provided with details of the administrative plan developed by the Government, and of the methodology which will be used to validate claims under the CEP and IAP.

Finally, I am informed that, in order to respond to the independence and neutrality issues identified by you, the Federal Government will offer to fund the appointment by the Courts of an independent consultant, or "amicus curiae" who would have full access to the administration of both the CEP and IAP and who would report to the Courts with regard to these matters on an ongoing basis, as determined by the Courts.

In numerous discussions with counsel for the Federal Government, I have considered the various alternatives and wish to tell you that I fully endorse this approach, which it appears to me would ensure that the Courts remain in a position to appropriately supervise the administration of what you have found to be a fair and reasonable settlement of the extremely

complex issues presented by the legacy of Indian Residential Schools, while removing any perception of conflict of interest on the part of the Government.

As I know you recognize, there are innumerable reasons why it is essential that the settlement of these cases proceed as expeditiously as possible, not the least being the advanced age and ill health of many of the class members. It is my sincere hope that the proposal being made by the Federal Government will now enable this to occur.

Respectfully yours,

Frank Iacobucci

FI:sf

c.c. The Honourable Jim Prentice
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January 22, 2007

Dear Sirs/Madam:

RE: Residential School Settlement Issues

This letter is being forwarded to the Clerk or Registrar's Office of the five Courts as indicated. We request that the letter be drawn to the attention respectively of Chief Justice D. Brenner, Regional Senior Justice W. Winkler, Mr. Justice D.P. Ball, Mr. Justice T.F. McMahon, and Mr. Justice D.H. Tingley.

Our partners have decided that Mr. Merchant will not attend the upcoming meeting in Calgary.

At a National Certification Committee meeting on December 20, the Government was asked by various counsel to put forward its positions as soon as possible on the four conditions to approval of the Residential School settlement. The Government's representatives indicated at that meeting that until early January, they could not offer any comments on the Government's view of the Courts' decisions or the Government's willingness to accommodate changes. Over a month has passed since that meeting, and there has still been no indication from the Government on how they propose to address the four proposed changes to the Settlement Agreement. On January 21, Mr. Baert subtly renewed by email the request "to distribute position papers" but we still do not know the Government's view or plans.

It is unworkable for the Government to release their position on the eve of this week's meeting, or at the meeting, and expect other parties to respond and give their required individual consents on the spur of the moment to those proposed changes. Other parties need appropriate time for consultation and consideration of any proposals put forward by the Government. The details of possible changes will have a major impact on the IAP process. Further, the Government's decision to appeal the certification order of Mr. Justice D. P. Ball is a setback for the Residential Schools settlement process. The Government has done so despite being aware that unanimous approval of the Residential School settlement is required from nine Canadian Courts before the opt out period and the compensation process may begin. Rules 16(3) and 15 apply which we believe are unique to Saskatchewan.

In our respectful submission, given the actions of the Government, no material progress can be made at a meeting this week. Respectfully, the consensus within our firm is that this meeting will serve no meaningful purpose other than to receive the Government's position which one assumes they have to date withheld for some tactical reason. Mr. Merchant was never asked to confirm that he would attend the meeting but out of courtesy to the Courts we advise that no one from our firm will attend.

Thank you.

MERCHANT LAW GROUP

JANE ANN SUMMERS

This is Exhibit "SS" referred to in the affidavit of Jonathan Polak sworn before me, this 2nd day of March 20 07

A COMMISSIONER FOR TAKING AFFIDAVITS
Celeste Poltak

PAGE 2/3 * RCVD AT 1/22/2007 2:28:07 PM [Eastern Standard Time] * SVR:KMFAX1/2 * DNIS:2889 * CSID:403 237 9775 * DURATION (mm-ss):01-38

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Quatell et al v. Attorney General of Canada; Action No. L061875 - Fax (604)660-2429

TO: Clerk of the Court of Regional Senior Justice W. Winkler
Kenneth Sparvier et al v. Attorney General of Canada; No. T 848-05 - Fax (416) 327-9931

TO: Clerk of the Court of Mr. Justice D.P. Ball
Sparvier et al v. Attorney General of Canada; Q.B.G. No. 816 of 2005 - Fax 787-7217

TO: Clerk of the Court of Mr. Justice T.F. McMahon
Northwest et al v. Attorney General of Canada; Action No. 0501 09167 - Fax (403) 297-8617

TO: Clerk of the Court of Mr. Justice D.H. Tingley.
House et al v. Attorney General of Canada; No. 55006000021058 - Fax (819) 772-3347

cc: The Assembly of First Nations
John K. Phillips - Fax (416) 366 9197

cc: The Attorney General of Canada
Paul Vickery - Fax (613) 941-5879

cc: The Catholic Entities
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cc: The Inuit and Others
Janice Payne - Fax (613) 238 2098

cc: The National Consortium
Kirk Baert & Celeste Poltak - Fax (416) 204 2889

cc: The Protestant Entities
S. John Page - Fax (416) 640 3038

cc: The Unaffiliated Counsel
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ATTN: **Kirk Baert & Celeste Poltak**

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IRS Settlement

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January 23, 2007

Our File No. 973-2

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Vancouver, BC V6Z 2E1

The Honourable Mr. Justice McMahon
Court of Queen's Bench
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P.O. Box 2549, Stn. 'M'
Calgary, AB T2P 1T5

The Honourable Mr. Justice Daniel H. Tingley
Superior Court of Quebec
Edifice place de justice
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Montreal, QC H2Y 1B6

The Honourable Mr. Justice R.S. Veale
Supreme Court of the Yukon Territory
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Fourth Floor Judges' Chambers
Whitehorse, Yukon Y1A 5H6

The Honourable Mr. Justice Schulman
Court of Queen's Bench
Law Courts Building
Main Floor, 408 York Avenue
Winnipeg, MB R3C 0P9

The Honourable Mr. Justice Warren K. Winkler
Regional Senior Justice
Ontario Superior Court of Justice
Court House
334 - 361 University Avenue
Toronto, ON M5G 1T3

This is Exhibit "TT" referred to in the affidavit of Jonathan Ptak sworn before me, this 2nd day of March 20 07

A COMMISSIONER FOR TAKING AFFIDAVITS
Celeste Poltak

*Personal Law Corporation

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Court House
4903 – 49th Street
Yellowknife, Northwest Territories X1A 2N4

The Honourable Mr. Justice Ball
Court of Queen's Bench
Court House 2425 Victoria Avenue
Regina, SK S4P 3V7

The Honourable Mr. Justice Kilpatrick
Nunavut Court of Justice
P.O. Box 297
Iqaluit, Nunavut X0A 0H0

Dear Sirs:

Re: Approval of National Indian Residential School Settlement

I am writing this letter on the instructions of Independent Counsel who have signed the Settlement Agreement. I am the representative of Independent Counsel on the National Certification Committee [NCC] and the National Administration Committee [NAC]. As has been set out in the material filed with the Court, there are 15 Independent Counsel [list appended] who have signed the Settlement Agreement from law firms across Canada. We collectively represent over 5000 individual survivors. This letter has been approved by Independent Counsel.

We understand that the five judges will be meeting the day before they meet with legal counsel in Calgary this Thursday. For that reason, we understand that issues arising out of the 'administrative conditions' should be raised with those judges in advance of the meeting.

We have reviewed the proposed changes to the Settlement Agreement and the requirement that the IAP adjudicator assess counsel fees is a serious issue that should be addressed.

From our experience, the requirement that the adjudicator shall be responsible for assessment of fees of counsel could seriously impact the spirit and intent of the Settlement Agreement and in particular, the effectiveness of the IAP process. The reasons for this include:

1. Under the present ADR process and, hopefully, the new IAP, the process is collegial, rather than adversarial.

2. Fee regulation by adjudicators will undermine the collegial atmosphere of hearings and create conflicts between adjudicators and counsel, resolution managers and counsel and, most importantly, counsel and their clients. Injecting acrimony over fees is the last thing the non-adversarial IAP needs.

3. The effect of the taxation provision will mean that before the adjudicator, claimants' counsel will potentially be faced with a conflict with every one of our clients. The reason for this is that the

adjudicator will be required to assess our costs (possibly before giving an award). Therefore, counsel will be required to defend all of the work that they have done, which would put us in a direct conflict with our clients. In a litigation case, a client challenging their lawyer's fees is entitled to independent counsel. The same should be true under the IAP. The effect of imposing this obligation on the adjudicator is that the claimant may need to have not only their legal counsel present, but also independent counsel present to argue why the former counsel's fees are inappropriate. The potential for complexity and delay with regard to the IAP is enormous.

4. The hearing process under ADR and the IAP is not a matter of one sitting. There is an inquisitorial sitting at which the adjudicator hears the claimant's story. This may be followed by a referral to a psychologist and eventual cross-examination of the psychologist and final submissions. Only then does the adjudicator adjourn to consider the evidence and write a decision. At which point is the adjudicator to assess fees? If at the inquisitorial hearing and in the presence of the claimant, then counsel's work is not complete. If at the cross-examination/submissions stage, then typically the claimant is not present (these are often done by teleconference) and the adjudicator has not had an opportunity to review the case and its complexity. Is the assessment of costs to be in the absence of submissions? That would not be appropriate.

5. The adjudicator sees only the tail end of the process: the hearing is only the tip of the iceberg. Long before the hearing is the initial contact with the client (often in a community far removed from the lawyer's office), the development of a relationship of trust, the many meetings with the client to learn the story, the exploration of the claim as it may fit the Model, the securing of counselling services and discussions with counsellors, and eventually the long preparation of the client for the hearing. The adjudicator sees none of this.

6. The complexity of the claim is not related to the level of abuse or harm suffered, the amount of compensation awarded, or the length of the hearing. It is related to the entire process from start to finish, and continues long after the adjudicator has finished his or her work, for counsel's relationship with the client does not end there. It does not end when the compensation cheque has been paid out. More typically, it continues on long after, since it is based on trust. And that is not suddenly over when the legal claim has been ended.

RISK

7. The Courts all recognized "risk" as a significant factor with respect to the approval of fees for the two class action groups. Independent Counsel are not being compensated otherwise for the "risk" of working with clients who are seeking a CEP and assessing whether they can bring additional claims under the IAP process. Trying to make legal processes understandable to survivors is difficult. Utilizing interpreters is cumbersome and often costly. Extensive travel is often required.

8. Many clients disclose to us, for the very first time, the most horrific experiences of their lives. Emotions run high and much time is spent dealing not just with the legal/monetary aspects of the claims but also the human/healing aspects. Our clients must first establish a relationship of trust with us before they are prepared to start discussing their stories. This is the fundamental element of our relationship, and the one that takes the most time to develop. In addition, trust – or more properly breach of trust – is a central theme in their lives, for it was breach of a vulnerable child's trust that led to the abuses they suffered.

Understandably, therefore, they are cautious, and it takes a very long time to establish a relationship of sufficient trust so that we can learn their stories. And it is only after establishing trust, and learning their stories, that we can assess whether or not their stories fit within the ADR (or soon, the IAP) Model. This is a risk that we take: that after building up this relationship, and working through their stories, that we may find that a claim cannot be made within the Model. The uniqueness of these cases has been recognized by the CBA which proposed guidelines for dealing with these claims. These guidelines have been approved by the Law Society of Upper Canada.

9. The risk in the IAP increases. There are a number of new "categories" of claims within the IAP but these new categories largely come with a number of technical defences. For example, many claims involve student on student abuse. The risk with these claims is significant as the IAP sets out very specific criteria for acceptance into the process. Independent Counsel will be bearing the burden of these increased risks, including on disbursements which will not be recovered in cases that are unsuccessful.

JURISDICTIONAL DISPARITY

10. Under the original ADR process, the amounts payable were higher in British Columbia, the Yukon and Ontario than in other jurisdictions. This was recognized as a fundamental flaw of the previous process and discriminatory against survivors, dependent on where they lived. The decision by 5 judges –each of whom has jurisdiction in his own province - to add conditions to the Settlement Agreement also creates jurisdictional disparity.

11. It is clear that the four other judges are of the view that these conditions cannot be imposed. (e.g. Justice Schulman, par. 26; Justice Kirkpatrick, pars. 65 a et seq.)

12. The effect of the condition regarding mandatory fee regulation will be that legal fees will be addressed differently in different jurisdictions. This is going to create precisely the kind of problem that the Settlement Agreement was aimed at avoiding and overcoming - differential treatment of survivors in different areas.

LOSS OF SENIOR COUNSEL

13. If legal counsel are required to justify their fees in every IAP claim, with the expectation that in only the exceptional case will a fee of 30% be awarded, then it will, of necessity, remove those with expertise and seniority from the field. This will be prejudicial to the claimants. In fact, one of the judges, Mr. Justice Veale, alluded to this very concern when he stated at par. 57 of his judgment:

> I find the legal fees problematic, not in a global amount, but in the early payment for achieving what is undoubtedly an outstanding political agreement. **My concern is that once the lawyers are paid out, they will have little interest in assisting the survivors who may have continuing issues over relatively small amounts of the Common Experience Payment and Independent Assessment Process claims that remain unresolved.**

14. Independent Counsel are equally concerned with respect to this matter and it is for that reason that the Settlement Agreement was framed as it was.

POSSIBLE SOLUTIONS

Independent Counsel are of the view that there should be a process whereby the adjudicator can inform the claimant at the time of his decision that if the claimant has any issues with respect to their lawyer's legal fees that there is a process under which they can file a dispute. That dispute would be filed through the regular process of fee review.

The real issue appears to be that there may be cases where an adjudicator believes that the claimant has been "under-represented" or in which the adjudicator sees that there was improper preparation or other concerns. A process could be developed whereby the adjudicator would inform the client in those cases specifically that there is a process for review and the adjudicator can include in his reasons that he is of the view that because of the representation in a specific case that counsel fees should be less than 30% contingency. In such a case, the guidelines should be that the adjudicator should set out the reasons why he makes this comment and the client would then be in a position to be able to take that to the fee review process.

Alternatively, the costs assessment should be referred to a division of the Secretariat, acting much like a taxation officer. That would remove the "unworkable" concern as well as much of the conflict, for counsel's work likely would be complete and the claimant would be able to obtain independent advice on the matter.

Independent Counsel ask that the Courts who have raised these concerns will seriously consider these issues in coming to a resolution that allows prompt implementation of the Settlement Agreement as a fair and balanced compromise and allow the IAP process to work effectively and efficiently.

Respectfully yours,

PETER GRANT & ASSOCIATES

Peter R. Grant,
Representative for Independent Counsel

PRG:at

cc: Independent Counsel

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Ministère de la Justice Canada

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Our File:
Notre dossier: 2-85581

Your File:
Votre dossier:

January 23, 2007

BY FAX

The Honourable Mr. Justice T.F. McMahon
Court House
611 - 4th Street SW
Calgary, Alberta T2P 1T5

This is Exhibit "UU" referred to in the affidavit of Jonathan Ptak sworn before me, this 2nd day of March 20 07

A COMMISSIONER FOR TAKING AFFIDAVITS
Celeste Poltak

My Lord:

Re: Northwest et al v. Attorney General of Canada
Action No. 0501 09176
Meeting, January 25, 2007

Our client, Indian Residential Schools Resolution Canada, has prepared a 30 minutes presentation demonstrating the operation of a computer algorithm to be used to validate CEP claims.

Could you please advise at your earliest convenience whether or not this demonstration would be of interest to the court at the meeting schedule for this Thursday, January 25, 2007. If so, I will then make the arrangements for same. To assist with the demonstration, might Canada be at liberty to bring a technician to the meeting for this presentation?

Thank you my Lord.

Yours truly,

for Catherine A. Coughlan
General Counsel
Aboriginal Law Services
Prairie Region
Justice Canada

CAC/rw

Canada

OFFICE OF THE NATIONAL CHIEF

Assembly of First Nations

BUREAU DU CHEF NATIONAL

Assemblée des Premières Nations

January 24, 2007

via Facsimile: 403-297-8625

This is Exhibit "VV" referred to in the affidavit of Jonathan Ptak sworn before me, this 2nd day of March 2007

A COMMISSIONER FOR TAKING AFFIDAVITS

Celeste Poltak

The Honourable Chief Justice Donald Brenner
Supreme Court of British Columbia
The Law Courts
800 Smithe Street
Vancouver, BC V6Z 2E1

The Honourable Mr. Justice McMahon
Court of Queens Bench
PO Box 2549 Stn. 'M'
Calgary, AB T2P 1T5

The Honourable Mr. Justice Bell
Court of Queen's Bench
Court House 2425 Victoria Avenue
Regina, SK S4P 3V7

The Honourable Mr. Justice Daniel H. Tingley
Superior Court of Quebec
Edifice Place de Justice
1 rue Notre-Dame St. E.
Montreal, QC H2Y 1B6

The Honourable Mr. Justice Warren K. Winkler
Regional Senior Justice
Ontario Superior Court of Justice
Court House
334 – 361 University Avenue
Toronto, ON M5G 1T3

.../2

473 Albert Street, 8th Floor, Ottawa, Ontario K1R 5B4 Telephone (613) 241-6789 Fax (613) 241-5808 http://www.afn.ca
473 rue Albert, 8e Étage, Ottawa (Ontario) K1R 5B4 Téléphone (613) 241 6789 Télécopieur (613) 241 5808 http://www.afn.ca

Head Office/Siège Social
Territory of Akwesasne, RR#3, Cornwall Island, Ontario K6H 5R7 Telephone (613) 932 0410 Fax (613) 932-0415
Territoire de Akwesasne, RR#3, Île Cornwall (Ontario) K6H 5R7 Télephone (613) 932 0410 Télécopieur (613) 932 0415

Your Lordships:

I regret that I cannot appear in your Chambers to speak to you directly on Thursday at the meeting in Calgary. It was my intention to do so because I thought I could be of some assistance with respect to the issues you will discuss. However, I was advised that your Lordships had requested that only lawyers representing the parties be present at this meeting. I was also advised that given my position as the National Chief, my presence may be perceived by some as an attempt to improperly influence the proceedings. As a result, I will not attend but I respectfully submit this letter instead.

First, I would like you to know that I am an expert with respect to the Indian Residential Schools matter. I have first hand knowledge of all the details of the Settlement Agreement. I attended almost all of the negotiation meetings and instructed legal counsel for the Assembly of First Nations throughout the period the negotiations took place. I am a signatory to the Final Settlement Agreement signed on November 20, 2005.

Since 1991, I have been publicly involved in the quest to resolve the injustices resulting from residential schools. In the months and years of meetings prior to the commencement of the settlement negotiations, I led the negotiations wherein the template for the settlement was written and the AFN was assured a key and central role in the settlement of Indian Residential School claims. I, with the Ministers of Justice, Indian Affairs and the Deputy Prime Minister of Canada, signed the Agreement in Principle on May 30 2005, which set out Canada's commitment to a common experience payment, a truth commission, a reformed individual assessment process, a federal representative and other key elements which are in the final Settlement Agreement now before you.

As well as my close involvement with the details of the Settlement Agreement and the history leading up to its creation, I and all of my family and extended family, are survivors of generations of Indian residential schooling. I have personally experienced the harms the settlement is designed to address.

Finally, as the National Chief of the Assembly of First Nations, I represent the interests of all status Indians in Canada and all First Nations citizens who attended Indian Residential Schools. As such, I have been to hundreds of communities in every province and territory in the country, speaking and listening to thousands of survivors. I have heard their frustrations, angers and fears and I believe I understand them well.

.../3

As a result of my knowledge and experience, I would like to tell your Lordships that there is a great urgency to get the Settlement Agreement implemented at the earliest possible date. Since 1991 when I began my own personal quest to seek justice for residential school survivors, more than 30,000 have died. They are dying today at a more rapid rate as everyone is getting older. I am told, and I believe it to be true, that residential school survivors are dying at a rate of approximately 4 per day. At this rate, if the settlement is delayed, many will never experience the justice they have been denied for so long.

In your judgments of December 15, 2006, you raised concerns with respect to the administration of the settlement. Over the course of the negotiations, AFN has had similar concerns. However, Canada is now presenting a proposal to inject more independence into the process by funding the appointment by the Court of an independent consultant who would have a broad mandate to report to the Courts on both the Common Experience Payments and the Independent Assessment Process. We support the proposal as in our view it provides enough independence to remove the perception of conflict of interest and will ensure that the Courts will be able to properly supervise the settlement.

Thank you for considering my letter.

Sincerely Yours,

Phil Fontaine
National Chief
Assembly of First Nations

THE HONOURABLE MR JUSTICE
MURRAY SINCLAIR

PROVINCE OF MANITOBA
COURT OF QUEEN'S BENCH

THE LAW COURTS
WINNIPEG, MANITOBA, CANADA
R3C 0P9
(204) 945-2050

This is Exhibit "WW" referred to in the affidavit of Jonathan Ptak sworn before me, this 2nd day of March 20 07.

A COMMISSIONER FOR TAKING AFFIDAVITS
Celeste Poltak

January 25, 2007

Koskie Minsky LLP
Barristers and Solicitors
Attn: Mr. Kirk M. Baert
20 Queen Street West, Suite 900, Box 52
Toronto, Ontario M5H 3R3

Dear Mr. Baert:

Re: Baxter/Clous v. Attorney General
(Residential Schools Settlement)
Your File No. 05/1721

I acknowledge receipt of your letter dated January 12, 2007. I assure you, and all counsel, that I have no intention of signing a judgment in the Manitoba action unless all counsel endorse their consent or, if there is no consent, a hearing has been held giving all counsel an opportunity to comment on a form of judgment.

Yours truly,

PERRY SCHULMAN

PWS/mr

Copies to:

Aboriginal Law Services
Attn: Catherine Coughlan,
General Counsel

Torys LLP
Attn: John Terry

Doane Phillips Young
Attn: John Kingman Phillips

Peter Grant & Associates
Attn: Peter Grant

Nelligan O'Brien Payne LLP
Attn: Janice Payne

Merchant Law Group
Attn: E.F. Anthony Merchant, Q.C.

Field LLP
Attn: Jon Faulds

Mckercher Mckercher Whitmore LLP
Attn: W. Roderick Donlevy

Cassels Brock & Blackwell LLP
Attn: Alex Pettingill

Thompson Dorfman Sweatman LLP
Attn: Bill Percy

Department of Justice Canada
Ministère de la Justice Canada

Edmonton Office
211 Bank of Montreal Bldg
10199 - 101 Street
Edmonton, Alberta
T5J 3Y4

Région des Prairies
Edifice de la Banque de Montréal
211 rue 101 - 10199
Edmonton, Alberta
T5J 3Y4

Telephone: (780) 495-2975
Facsimile: (780) 495-3834

Internet: catherine.coughlan@justice.gc.ca

Our File:
Notre dossier: 2-100283

FAXED

February 5, 2007

VIA FAX AND REGULAR MAIL

This is Exhibit "XX" referred to in the affidavit of Jonathan Ptak sworn before me, this 2nd day of March 20 07

A COMMISSIONER FOR TAKING AFFIDAVITS
Celeste Poltak

Court of Queen's Bench of Saskatchewan
2425 Victoria Avenue
Regina, Saskatchewan
S4P 4W6

Attention: Gordon Dauncy, Registrar

Dear Mr. Dauncy:

Re: Sparvier *et al* v. Attorney General of Canada *et al*
Q.B.G. No. 816 of 2005

I can advise that we do not approve of the two form of Orders, related to the above noted matter, which Mr. Merchant proposed in his letter dated January 23, 2007. I attach, for your convenience, Mr. Merchant's letter and his proposed forms of Orders to which we object.

Yours truly,

Catherine A. Coughlan
General Counsel
Aboriginal Law Services
Prairie Region
Justice Canada

CAC/lrg
Encl.

cc: E.F. Anthony Merchant, Q.C. *(via facsimile only)*

Canada

MERCHANT LAW GROUP

(AN INTERPROVINCIAL LIMITED LIABILITY PARTNERSHIP)

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HELMUT EHMS
GREGORY R. PINCOTT ¤
ANNA SHULMAN
ROSEMARY K. HNATIUK
SURREY/ VICTORIA
G. B. CROWE (1925-1989)
PRACTISES UNDER CORPORATION ∫

E. F. ANTHONY MERCHANT, Q.C ∫.
DREW R. FILYK
WEI WU, Ph.D. -
DWAYNE Z. BRAUN
JEREMY C.A. CAISSIE
DOUGLAS A. OTTENBREIT -
I. E. JOSHUA MERCHANT
SHAUN P. FLANNIGAN ¤
Residing in EDMONTON
Residing in WINNIPEG
GREGG CANCADE
IN ARTICLES -

DAVID A. HALVORSEN ∫
SUNEIL A. SARAI
Residing in REGINA
MICHAEL MANTYKA
TREVOR NEWELL
Residing in YORKTON
RUPINDER K. DHALIWAL
Residing in CALGARY
S. NORMAN ROSENBAUM
SATNAM S. AUJLA
Residing in VERNON
IN ARTICLES (ALBERTA) ¤

HENRI P.V. CHABANOLE ⌐∫
MICHAEL R. TROY
ROBERT G. CROWE *
EVATT F.A. MERCHANT
CHRISTIAAN J. ROTHMAN. -
JANE ANN SUMMERS
JORDAN C. BIENERT
RONALD E. KAMPITSCH
HOWARD TENNENHOUSE
WILLIAM G. SLATER
OWEN FALQUERO
NON-PRACTISING *

GERALD B. HEINRICHS
CASEY CHURKO
TIMOTHY B. TURPLE
MATTHEW V.R. MERCHANT
Residing in SASKATOON
PETER MANOUSOS
RYAN TKACHUK ¤
GRAHAM K. NEILL
VICTOR B. OLSON
DARREN WILLIAMS
Residing in MONTREAL
REGISTERED MEDIATOR ⌐

January 23, 2007

Catherine Coughlan
catherine.coughlan@JUSTICE.GC.CA

Dear Madam:

RE: Sparvier, et al. v. Attorney General, et al.

These are the Court Orders as we propose them for issuance.

Yours truly,

MERCHANT LAW GROUP

Per:

E.F. ANTHONY MERCHANT, Q.C.

EFAM*sln

Encl.

Q.B.G. No.816 of 2005

CANADA)
PROVINCE OF SASKATCHEWAN)

IN THE COURT OF QUEEN'S BENCH JUDICIAL CENTER OF REGINA

BETWEEN:

KENNETH SPARVIER, DENNIS SMOKEYDAY, RHONDA BUFFALO, JOHN DOE I JANE DOE I, JOHN DOE II, JANE DOE II, JOHN DOE III, JANE DOE III, JOHN DOE IV, JANE DOE IV, JOHN DOE V, JANE DOE V, JOHN DOE VI, JANE DOE VI, JOHN DOE VII, JANE DOE VII, JOHN DOE VIII JANE DOE VIII, JOHN DOE IX JANE DOE DC, JOHN DOE X, JANE DOE X, JOHN DOE XI JANE DOE XI, JOHN DOE XII, JANE DOE XII, JOHN DOE XIII, JANE DOE XIII, and other John and Jane Does Individual Entities to be added

Plaintiffs

-and-

ATTORNEY GENERAL OF CANADA, and other James and Janet Does Individuals and Entities to be added

Defendants

Proceeding under *The Class Actions Act*, S.S. c. C-12.01

ORDER

BEFORE THE HONOURABLE) ON MONDAY THE 10th
)
MR. JUSTICE D.P. BALL) DAY OF JULY, 2006

Upon the application of counsel on behalf of the Plaintiffs, and upon hearing counsel on behalf of the Plaintiffs and the Defendant and upon reading the Affidavits filed, IT IS HEREBY ORDERED AND ADJUDGED as follows:

Canada's application is an interlocutory motion for the purpose of Rule 319 and affidavits sworn on information and belief may be admitted under special circumstances.

Merchant Law Group ("MLG") and the Government of Canada are parties to the Merchant Fees Verification Agreement ("MFVA"). MLG is a party to this litigation.

Approval of MLG's fees has specifically been made part of the motion for approval of the Settlement Agreement. A fundamental dispute between MLG and Canada relates to the fees to be paid to MLG by the Government of Canada. The application by Canada does not seek access to any information which might be protected by solicitor-client privilege. On the contrary, the order sought would require MLG to comply with its verification obligations in a manner that would provide appropriate protection for solicitor-client privilege.

The affidavits of Messrs Iacobucci and Nagel contain information that they are able to "prove" of their own knowledge. To the extent that the affidavits contain statements based on information and belief, the grounds of the belief are identified or apparent. The circumstances justify the use of most of the information where the deponents did not have personal knowledge of the matters stated.

Regarding paragraph 26(b) of Mr. Iacobucci's affidavit, the first sentence regarding verification is admissible; the second sentence is neither necessary to, nor probative of, the first and the second sentence of paragraph 26(b) of Mr. Iacobucci's affidavit is struck.

Regarding paragraph 26(c) which is intended to introduce the list of names which may not be introduced in this manner, even on an interlocutory motion and subparagraph (c) of paragraph 26 of Mr. Iacobucci's affidavit does not meet the standard for affidavits set by Rule 319 and is struck and the Local Registrar will remove and return exhibits "D", "E", and "F" to counsel for Canada.

The application to strike statements in Mr. Iacobucci's affidavit for violating the parole evidence rule is not sustained. The information contained in Mr. Iacobucci's affidavit relating to the discussions and representations appear to explain and supplement, rather than contradict, the written agreement. Specifically, it clarifies what it was that required "verification" pursuant to both the MFVA and the

Settlement Agreement and in any event, if in due course any of the statements are found to be irrelevant or in conflict with either agreement, they can be ignored rather than struck from the affidavit.

Statements in Mr. Iacobucci's affidavit relating to discussions with Mr. Merchant during the negotiations will not be struck. If payment of the fee under the MFVA were conditional on verification from these representations then the representations must be known. If there is conflicting evidence on that issue, findings of fact will have to be made.

The order does not consider the merits of the application for which the affidavits were filed. That application is scheduled to be heard on July 25, 2006 at 10:00 am in Regina.

There will be no order under Rule 319 with respect to the affidavit of Edward Nagel.

There will be no order as to costs.

Issued at Regina, Saskatchewan this _____ day of January, 2007.

_____

Local Registrar

Q.B.G. No.816 of 2005

CANADA)
PROVINCE OF SASKATCHEWAN)

IN THE COURT OF QUEEN'S BENCH JUDICIAL CENTER OF REGINA

BETWEEN:

KENNETH SPARVIER, DENNIS SMOKEYDAY, RHONDA BUFFALO, JOHN DOE I JANE DOE I, JOHN DOE II, JANE DOE II, JOHN DOE III, JANE DOE III, JOHN DOE IV, JANE DOE IV, JOHN DOE V, JANE DOE V, JOHN DOE VI, JANE DOE VI, JOHN DOE VII, JANE DOE VII, JOHN DOE VIII JANE DOE VIII, JOHN DOE IX JANE DOE DC, JOHN DOE X, JANE DOE X, JOHN DOE XI JANE DOE XI, JOHN DOE XII, JANE DOE XII, JOHN DOE XIII, JANE DOE XIII, and other John and Jane Does Individual Entities to be added

Plaintiffs

-and-

ATTORNEY GENERAL OF CANADA, and other James and Janet Does Individuals and Entities to be added

Defendants

Proceeding under *The Class Actions Act*, S.S. c. C-12.01

ORDER

BEFORE THE HONOURABLE) ON TUESDAY THE
)
MR. JUSTICE D.P. BALL) 1ST DAY OF AUGUST, 2006

Upon the application of counsel on behalf of the Defendant Attorney General of Canada, and upon hearing counsel on behalf of the Plaintiffs and the Defendant and upon reading the Affidavits filed, IT IS HEREBY ORDERED AND ADJUDGED as follows:

In that Merchant Law Group ("MLG") has experienced severe financial pressures as a practical matter that circumstance is relevant to this application.

Reliable and verifiable information can be assembled and provided by MLG without breaching solicitor-client privilege and if it becomes necessary to seek informed client consent to waive solicitor-client privilege MLG will wish to ensure that its clients are properly notified and informed.

MLG did not exercise ostensible authority to waive privilege on behalf of MLG's clients. The information to which access is sought may be protected by solicitor-client privilege. The privilege can only be waived by individual clients. Each client would need to know the purpose of the waiver and intent to waive privilege. There is no indication that any client has waived that privilege.

Section 34 of *The Queen's Bench Act* is inapplicable pending the application to be heard on September 18, 19, and 20, 2006 and if it is at any time held to be expedient for the court to have the assistance of an assessor, Deloitte currently acts as an agent for the Federal Representative, and it is highly unlikely that Deloitte would be retained to assist the court.

This is not a situation in which an order pursuant to Rule 251 would be appropriate.

This is not a situation where s. 14 of *The Class Actions Act* would apply.

Resort to an inherent jurisdiction is declined. The court's inherent jurisdiction will not be exercised in a manner that effectively renders remedial legislation redundant.

Canada's application is dismissed. Either party may speak to the question of costs.

Issued at Regina, Saskatchewan this _____ day of January, 2007.

_____

Local Registrar

MAR 0 1 200

MERCHANT LAW GROUP

SASKATCHEWAN DRIVE PLAZA 2401 SASKATCHEWAN DRIVE REGINA CANADA S4P 4H8 TELEPHONE 306 359-7777 FACSIMILE 306 522-3299

GORDON J.K. NEILL, Q.C.
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DWAYNE Z. BRAUN
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Residing in YORKTON
MATTHEW V.R. MERCHANT
SHAUN P. FLANNIGAN ▫
Residing in EDMONTON
Residing in WINNIPEG
GREGG CANCADE
IN ARTICLES -

E F. ANTHONY MERCHANT, Q.C ∫.
DREW R. FILYK
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CHRISTIAAN J ROTHMAN. -
JANE ANN SUMMERS
RUPINDER K. DHALIWAL
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SATNAM S AUJLA
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IN ARTICLES (ALBERTA) ▫

DAVID A HALVORSEN ∫
MICHAEL R. TROY
ROBERT G CROWE *
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HELMUT EHMS
RYAN TKACHUK ▫
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J. E. JOSHUA MERCHANT
GREGORY R. PINCOTT ▫
ANNA SHULMAN
ROSEMARY K. HNATIUK
SURREY/ VICTORIA
G. E. CROWE (1925-1989)
PRACTISES UNDER CORPORATION ∫

February 26, 2007

This is Exhibit "44" referred to in the affidavit of Jonathan Ptak sworn before me, this 2nd day of March 2007

A COMMISSIONER FOR TAKING AFFIDAVITS
Celeste Poltak

Court House
2425 Victoria Avenue
REGINA, SK S4P 3V7

Attention: Local Registrar

Dear Sir:

RE: Sparvier v. Attorney General
Q.B.G. No. 816 of 2005; Judicial Centre of Regina
CA No. 1411

Please draw this letter to the attention of the learned Chambers Judge, the Honourable D.P. Ball.

I enclose copies of orders as proposed including the orders as proposed for Saskatchewan. These were provided to me by Celeste Poltak who was counsel with Kirk Baert.

We will make our representations as to the Order when the issue arises to finalize the Saskatchewan Orders. We object to that matter being delayed but the Court has decided and we understand.

Synoptically there are three issues with regard to an apparent difference of view.

1 - There should be one Order flowing from December 15, 2006. There was one matter, one fiat, and one Order must result. Separate judgment rolls do not issue from one set of reasons for judgment. Separate Orders do not flow from one fiat. It is wrong procedurally and might be viewed to be of some impact to have separate Orders.

2 - Saskatchewan wording and language ought to apply. An Ontario Court Order with a Regina stamp on the top is inappropriate. The form of the Order, the language of the Order, the boiler plate of the Order should be in keeping with Saskatchewan practice. I previously submitted the Orders as we propose them which follow Saskatchewan procedure and Saskatchewan rules.

..2/

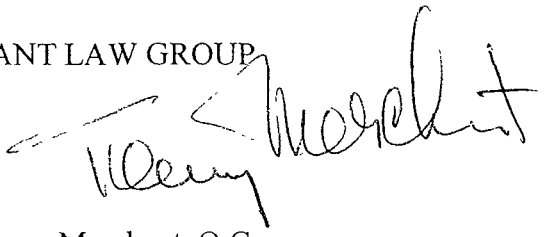
3 - The things that were decided have to be recorded in the Order. Decisions were made on issues which were before the Court, argued before the Court, and by way of the issuance of an Order, the fact of those decisions may not be overturned. For example in this regard rather than recording the various decisions that were made on the issue, regarding legal fees of Merchant Law Group, it is wrongly, we submit, proposed that each of those decisions be set aside by including in the Order:

> **THIS COURT ORDERS** that any legal fees payable to MLG in excess of the sum of twenty-five million dollars ($25,000,000.00) shall be determined pursuant to the terms of Schedule V to the Agreement.

The Court has before it the Orders from July 1, August 1, and December 15, 2006, as we propose them.

Yours truly,

MERCHANT LAW GROUP

Per: 

E.F. Anthony Merchant, Q.C.

EFAM/nc
Encl.

cc - Kirk Baert, Koskie Minsky LLP

THE SUPREME COURT OF THE NORTHWEST TERRITORIES

THE HONOURABLE JUSTICE J.E. RICHARD

February 28, 2007

This is Exhibit "Z.Z." referred to in the affidavit of Jonathan Ptak sworn before me, this 2nd day of March 2007.

A COMMISSIONER FOR TAKING AFFIDAVITS
Celeste Poltak

(via facsimile)
Merchant Law Group
Winnipeg. Manitoba
Attention: S. Norman Rosenbaum

Dear Sir:

Re: Kuptana v. Attorney General of Canada
CV2005/0243

The clerk has provided to me your letter of February 26, 2007, sent via facsimile.

Your letter refers to litigation presently before this Court; however the Court can only receive such communications from solicitors who are active members of the Law Society of the Northwest Territories.

Yours truly,

J.E. Richard
Senior Judge

cc: Clerk of the Court
Law Society of NWT

bcc: Veale J.
Kilpatrick J.
Schulman J.
Brenner J.
All Counsel

PAGE 2/2 * RCVD AT 2/28/2007 6:41:33 PM [Eastern Standard Time] * SVR:KMFAX1/1 * DNIS:2889 * CSID:1 867 873 0287 * DURATION (mm-ss):01-14

The Supreme Court of the Northwest Territories
Yellowknife, N.W.T. X1A 2N4
Phone Number: 867-873-7105

Fax Message

February 28, 2007

TO:		FROM:
		Anne Burt Judicial Executive Assistant Supreme Court of the NWT Yellowknife NT
Janice Payne	(613) 788-3655	
Catherine Couglan	(780)495-3834	
Michele Annich	(780) 495-2854	
Rod Donlevy	(306) 653-2669	
Celeste Poltak	(416) 204-2909	
Kirk Baert	(416) 204-2889	
Laura Young	(416)366-9197	
Dale A. Cunningham	(780) 424-5657	
Alex Pettingill	(416)360-8877	
Steven Cooper	(780) 467-6428	
Total # of Pages: 2		
FAX NO.		FAX NO. 1-867-873-0287 PHONE No. 1-867-873-7253

Re: **Kuptana v. Attorney-General of Canada (CV 2005/243)**

Please see attached correspondence from The Hon. Justice J.E. Richard.

NOTE: The documents accompanying this transmission contain Confidential information intended for specific individual purpose. The information is private, and is legally protected by law. If you are not the intended recipient, you are hereby notified that any disclosure, copying, distribution, or the taking of any action in reference to the contents of this telecopied information is strictly prohibited. If you have received this communication in error, please notify us immediately by telephone and return the original to us by regular mail.

NORTHWEST et. al.
Plaintiffs

and

THE ATTORNEY GENERAL OF CANADA
Defendant

Action No: 0501 09167

IN THE COURT OF QUEEN'S BENCH OF ALBERTA

AFFIDAVIT OF JONATHAN PTAK (SWORN MARCH 2, 2007)

THOMSON, ROGERS
3100 – 390 Bay Street
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Craig Brown
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KOSKIE MINSKY LLP
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Toronto, ON M5H 3R3

Kirk M. Baert
Tel: 416-595-2117
Fax: 416-204-2889

Celeste Poltak
Tel: 416-595-2701
Fax: 416-204-2909

Counsel for the plaintiffs

NORTHWEST et. al.
Plaintiffs

and

THE ATTORNEY GENERAL OF CANADA
Defendant

Action No: 0501 09167

IN THE COURT OF QUEEN'S BENCH OF ALBERTA

SUPPLEMENTARY JOINT MOTION RECORD

KOSKIE MINSKY LLP
900 - 20 Queen Street West
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Kirk M. Baert
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Celeste Poltak
Tel: 416-595-2701
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Counsel for the plaintiffs