

<p style="text-align: center;"><b>FEDERAL COURT CLASS PROCEEDING</b></p> <p><b>B E T W E E N:</b></p> <p style="text-align: center;"><b>XAVIER MOUSHOOM, JEREMY MEAWASIGE (by his litigation guardian, Jonavon Joseph Meawasige), JONAVON JOSEPH MEAWASIGE</b></p> <p style="text-align: right;">Plaintiffs</p> <p style="text-align: center;">and</p> <p style="text-align: center;"><b>THE ATTORNEY GENERAL OF CANADA</b></p> <p style="text-align: right;">Defendant</p>
<p style="text-align: center;"><b>FEDERAL COURT CLASS PROCEEDING</b></p> <p><b>B E T W E E N:</b></p> <p style="text-align: center;"><b>ASSEMBLY OF FIRST NATIONS, ASHLEY DAWN LOUISE BACH, KAREN OSACHOFF, MELISSA WALTERSON, NOAH BUFFALO-JACKSON by his Litigation Guardian, Carolyn Buffalo, CAROLYN BUFFALO, and DICK EUGENE JACKSON also known as RICHARD JACKSON</b></p> <p style="text-align: right;">Plaintiffs</p> <p style="text-align: center;">and</p> <p style="text-align: center;"><b>THE ATTORNEY GENERAL OF CANADA</b></p> <p style="text-align: right;">Defendant</p>
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**SUPPLEMENTARY MOTION RECORD OF THE PLAINTIFFS  
(Settlement Approval Hearing)**

September 7, 2022

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**FEDERAL COURT  
CLASS PROCEEDING**

B E T W E E N:

**XAVIER MOUSHOOM, JEREMY MEAWASIGE (by his litigation guardian,  
Jonavon  
Joseph Meawasige), JONAVON JOSEPH MEAWASIGE**

Plaintiffs

and

**THE ATTORNEY GENERAL OF CANADA**

Defendant

**FEDERAL COURT  
CLASS PROCEEDING**

B E T W E E N:

**ASSEMBLY OF FIRST NATIONS, ASHLEY DAWN LOUISE BACH, KAREN  
OSACHOFF, MELISSA WALTERSON,  
NOAH BUFFALO-JACKSON by his Litigation Guardian, Carolyn Buffalo,  
CAROLYN  
BUFFALO, and DICK EUGENE JACKSON also known as RICHARD JACKSON**

Plaintiffs

and

**THE ATTORNEY GENERAL OF CANADA**

Defendant

**FEDERAL COURT  
CLASS PROCEEDING**

B E T W E E N:

**ASSEMBLY OF FIRST NATIONS and ZACHEUS JOSEPH TROUT**

Plaintiffs

and

**THE ATTORNEY GENERAL OF CANADA**

Defendant

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Court File No.: T-402-19 / T-141-20 / T-1120-21

<p><b>FEDERAL COURT CLASS PROCEEDING</b></p> <p>BETWEEN:</p> <p><b>XAVIER MOUSHOOM, JEREMY MEAWASIGE (by his litigation guardian, Jonavon Joseph Meawasige), JONAVON JOSEPH MEAWASIGE</b></p> <p style="text-align: right;">Plaintiffs</p> <p style="text-align: center;">and</p> <p><b>THE ATTORNEY GENERAL OF CANADA</b></p> <p style="text-align: right;">Defendant</p>
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**AFFIDAVIT OF CAROLYN BUFFALO  
(Affirmed September 6, 2022)**

I, Carolyn Buffalo, of the community of Maskwacis, in the Province of Alberta,  
AFFIRM AS FOLLOWS:

1. I make this affidavit in support of an application to obtain approval of the settlement agreement. I am one of the Representative Plaintiffs in the within action and as such have knowledge of the matters hereinafter deposed to.  
  
Where I make statements in this affidavit which are not within my personal knowledge, I have identified the source of that information and belief. All of the information I have deposed to I verily believe to be true.
2. In preparing to affirm this affidavit, I have reviewed, among other things, the Fresh as Amended Statement of Claim, the Consolidated Statement of Claim, the list of proposed common issues, and the proposed litigation plan. I have also reviewed the proposed Final Settlement Agreement as well as motion material for the Canadian Human Rights Tribunal and this court.

### **BACKGROUND**

3. My given legal name is Carolyn Marie Buffalo. My Cree name is Askih-guy-aht, which means "One who has earth/land." I am a descendant of Chief Bobtail, who signed the adhesion to Treaty No. 6 of 1876 at Blackfoot Crossing (where Treaty No. 7 was signed). This adhesion added the Maskwacis Cree nations to Treaty No. 6. I am the daughter of Marvin and Velma Buffalo, the granddaughter of Louisa and Edward Buffalo and Fred and Katie Bruno. I am a descendant of Mustusomay who was a Headman, in his time, of Big Bear and Aiamsees (Little Bear).

4. The Buffalo-Jackson family is from the Montana Cree Nation (“Montana”), one of the four nations of the Maskwacis Cree, located in Treaty Six Territory, in what is now called Alberta.
5. I am a lawyer by training. In 1996, I was called to the bar. I am a member in good standing of the Law Society of Alberta.
6. I have served as Chief of Montana, as a Councillor of Montana, on the Board of our Child and Family Services Agency and on the Board of Trustees of Wetaskiwin Regional Public Schools and others.
7. My husband Richard, who is also a representative plaintiff, is a member of the Saddle Lake Cree Nation, also in Treaty No. 6 territory. Richard and I have three children: Chloe, Graham and Noah.
8. Noah was born on December 2, 2001. My due date for Noah was January 29, 2002. Noah was born 10 weeks premature and weighed only four pounds. He was immediately put in neo-natal intensive care for the first week of his life. Then, he was moved to “special care” for the next three weeks. He had to be tube-fed. After gaining enough weight, he was sent home on December 31, 2002.
9. Eventually, Noah was diagnosed with Spastic Quadriparetic Cerebral Palsy Level 5 on the Gross Motor Function Classification System. Noah’s diagnosis means that he has “an organic and chronic condition requiring long-term rehabilitative treatment.” As Noah’s doctor at the Glenrose Rehabilitation Hospital in Edmonton puts it, on a scale of one to five, with one being normal, and five being



catastrophic, Noah is at number four. That means he will always be dependent upon Richard and me.

10. This prediction turned out to be true. Even now, more than 18 years after his birth, Noah needs help with everything. For example, he needs help eating, dressing, brushing his teeth and exercising. In my opinion, Noah will always need a wheelchair. Noah's intellect is impaired. He cannot make decisions on his own.

11. Initially, Noah also had difficulty feeding because of an abnormal cleft palate. In about 2003, when he was two, and still very small, Richard and I took Noah to the feeding clinic at Glenrose. The doctors told us that Noah was undernourished because he was not able to eat enough food to obtain enough calories and nutrients.

12. This diagnosis was very painful for us to hear because, basically, Noah was slowly starving. That began our fight to get nutritional supplements for Noah.

13. We were told by the First Nations and Inuit Health Branch ("FNIHB") that non-insured health benefits did not cover nutritional supplements because nutritional supplements were deemed to be food and not medication.

14. Richard and I went to the Province of Alberta for help. Alberta turned us away because we lived on the Reserve. In desperation, we bought nutritional supplements ourselves. The pharmacy would sell the nutritional supplements to us at cost. Eventually, Alberta started paying for Noah's nutritional supplements.

### **Noah's Schooling**

15. Noah was refused admission to the St. Augustine school in Ponoka. The school told me that he was denied Program Unit Funding (“PUF”) because Noah lives on the Reserve. PUF funding is provided to schools in Alberta for special needs students to offset the costs of educating special needs children.

16. Noah’s older siblings attended St. Augustine. Noah never attended the same schools as his siblings. He was segregated from his siblings and they from him. I believe that Chloe, Graham and Noah have lost the opportunity to attend school together.

17. In 2007, Richard and I enrolled Noah in K-4 at Montana School (“Meskanahk-KA-Nipowit School”), our local school. Richard was a teacher at the Montana School which was located less than a kilometre away from our home.

18. I believe that Noah received substandard education at the Montana School. This local school was underfunded. In K-4, the Montana School was not able to provide special needs education to the extent Noah needed.

19. Richard and I bought a van. The van was retrofitted with a lift to accommodate a wheelchair. Richard and I paid for the van and the retrofitting. Richard would take Noah to school in the van.

20. Some of the losses that Noah, Richard and I have suffered are set out in the following paragraphs.

### **Respite Care**

21. Richard and I have always had to pay someone to look after Noah, or his family must provide services for free. Sometimes, I paid Noah's siblings to care for him. Alberta's policy was that if a family was looking after a special needs child, the family should donate their time and provide free services to the special needs child.

22. Alberta would pay only if a non-relative provided service to special needs children like Noah.

23. Occasionally, we had to pay for 24-hour care at his babysitter's hourly rate. But Alberta refused to pay because she was Noah's regular babysitter. There was no daycare available for special needs children on the Reserve or in our area.

24. Alberta did give us a supplement because Noah was in a licensed daycare but it was temporary. Alberta did not pay for unlicensed daycare. Richard and I sometimes placed Noah in an unlicensed dayhome because there was no available licensed daycare or dayhome spaces with special needs capacity in our area.

### **At-Home Nanny or Aide or Time Off**

25. We have never been able to hire a nanny or an aide to look after Noah. Richard and I had to take time off work to look after Noah.

26. My two older children sometimes serve as Noah's caregivers. Sometimes, I paid them. There is no funding available for Noah. At one time, Alberta was willing to pay for a nanny for Noah. We would have had to bring in someone from

overseas. But, we lived in a modest house on the Reserve and we had no accommodations for a live-in nanny. Alberta offered no solution. There was absolutely nothing offered by Indian and Northern Affairs Canada or FNIHB to solve this problem. We never had assistance in meeting our problem of taking “time off” from caring for Noah.

### **Strangers Are Paid, But Not Noah’s Family**

27. Richard and I refused to place Noah in care. We have had these difficult conversations. It hurts just to consider this option because the First Nation has no handicapped supports or services.

28. If Noah was in care, it is my understanding that his foster parents could get paid and could get a grant to renovate or upgrade their home to make it handicapped accessible. They could be given a grant to make their vehicle handicapped accessible. They could access grants for an aide and for respite care. Total strangers would get this support. But we, Noah’s family, who love him and protect him and with whom he feels safe and comfortable, could get no such grants and no support.

### **We Must Move Off The Reserve to Meet Noah’s Needs**

29. Noah is growing bigger. He is now 18 years old. Richard and I are looking for a handicapped accessible home off-Reserve. Our house was too small and cannot be renovated to be made into a handicapped accessible house. Noah’s mobility is increasingly limited. He can only access the kitchen, living room and his bedroom. He cannot go downstairs into the den/library area. Our current home does not have “tracks” on the ceiling to lift him from his bed to the bathroom. The

bathroom is too small to accommodate his lift. We must leave our home, our acreage, our land, our community, where our family has lived for generations and, where Noah has lived his whole life. We had no choice but to move from our ancestral homeland.

### **Our Van**

30. Noah is also taller now. After the surgery he had in 2019 to correct the scoliosis on his spine, Noah cannot sit in his wheelchair in the van. We must buy a higher or taller van. Now, the only way Noah fits into the van is if we tilt his wheelchair. While he is traveling in the van, he cannot eat or drink because he has to be in a tilted position. This position makes him tired because the wheelchair is not designed for the sitter, Noah, to be tilted for a prolonged period of time.

31. I asked for some assistance for Noah after his surgery. I explained that the surgery changed Noah's height and posture, because his spine is no longer curved. The surgery on his spinal column meant that we had to be extremely careful with Noah's transportation, as sudden or abrupt movements could cause damage to his spine and back during his healing. Sometimes, travel in the van is painful for Noah. This was quite concerning for us as the Reserve roads are quite rough at times, and the van is not very shock absorbent. Canada would not pay for part of the cost of the van and the lift modifications.

### **No Replacement Assistance**

32. Richard and I gave up professional time and lost income because we had to look after Noah.

33. My peers are now judges, partners in law firms, and are able to bill at high rates because they were able to fully practice. I could not do that because I've had to struggle with no supports. I'm behind my peers and colleagues, and I can never make up that lost time. Nor can my husband. Those lost years of work experience, of professional time, are gone, taken from us because we are status Indians who live on reserve.

34. If Noah were in care, a caregiver would be fully funded and his foster parents would be paid.

35. For Richard and me, it was always the opposite: we give up professional time to look after our son and lost income.

36. Noah is my joy. He makes me so happy. Richard and I are loving parents. But, I believe Richard and I should not be penalized because we choose to care for Noah at home. Our older children, Chloe and Graham, should not feel that they have to give up part of their lives to look after Noah, so that Richard and I can work. We get virtually no support from Canada for Noah's care.

#### **My efforts in this class action**

37. In February 2020, Dianne Corbiere called to ask if I would consider being a representative plaintiff for a class action based on the failure of Canada to properly implement Jordan's principle. I agreed to be a representative plaintiff for the Jordan's Principle Family Class as well as being litigation guardian for my son, Noah Buffalo-Jackson who represents the Jordan's Principle Class.

38. On or about February 12, 2020, I retained Nahwegahbow Corbiere (“NC”) to represent me and my son Noah Buffalo-Jackson in this class action.

39. On January 28, 2020, this action was commenced by way of Statement of Claim. A Fresh as Amended Statement of Claim was filed with proof of service on March 6, 2020. I was appointed a representative plaintiff for this class action to represent the interest of the Jordan’s Principle Family Class, and as Noah’s litigation guardian, representing the Jordan’s Principle Class.

40. In July 2020, NC in collaboration with Fasken LLP agreed with counsel prosecuting the proposed class action in Moushoom et al v Canada, Court File No. T-402-19, namely Sotos LLP, Kugler Kandestin LLP, and Miller Titerle + Company, to join forces and advance the action as one proceeding (collectively, “Class Counsel”).

41. I have received regular reports from Nahwegahbow, Corbiere and Fasken LLP since the commencement of this action. During the negotiations that took place from November 2020 to December, 2021, I was updated on a regular basis via videoconference with the other representative plaintiffs and by telephone from Dianne Corbiere or her associate, Karen Osachoff. I was able to provide my input on what I felt were the key components of the negotiation. I have always felt I had current and relevant information from both law firms.

42. From the commencement of this class action, I knew that the claim was going to be difficult and challenging and that NC and Fasken LLP were working diligently on my behalf. I am pleased with the representation that I received from both law firms.

43. Throughout this case I have:

- a) Signed on with NC and signed a retainer agreement with them;
- b) Agreed to be a representative plaintiff on behalf of the other class members;
- c) Spoken with and attended many meetings with NC and Fasken LLP to discuss this case and my experience with having a son with disabilities and Canada not providing essential services for us;
- d) Provided instructions to NC and Fasken LLP; and
- e) Reviewed and approved the settlement terms in this case.

44. I have been kept informed and provided input on various aspects of the lawsuit including settlement discussions that took place over the course of the lawsuit including at some of the mediation sessions with Justice Mandamin. My lawyers have regularly discussed the negotiations and strategy by phone, text messages, zoom meetings and by email.

45. I have also attended more than 30 meetings over the past two and half years with NC, Fasken LLP and the AFN to discuss the case. I have read all documents they have provided to me and gave input where I thought I had something to add to the negotiations.

46. In the future, I will continue to be involved in the case as necessary and will continue to speak to class members.

#### **The Settlement Agreement is Fair and Reasonable**

47. I have talked to my lawyers on multiple occasions, throughout this case about the settlement process and agreement. I knew that it was important to resolve



this matter so that the class members could begin their process of healing and receive compensation in recognition of the impacts that they have endured.

48. In November 2021, I was informed by Ms. Osachoff that counsel had started to draft Agreements in Principle for both compensation of class members and the long-term reform of the First Nations Child and Family Services program run by Canada. I was given the opportunity to review these documents and provide my input.

49. I am grateful that the parties have reached agreement on compensation for people like Noah and for other children who have endured discriminatory conduct. I understand that if there was no settlement, it could take a long time for this class action to make its way through the courts. The final settlement agreement provides compensation to the class members at this early stage in the litigation, rather than a long litigation process. The class action also provides a guaranteed outcome for eligible class members, which avoids the risk of being unsuccessful at trial.

50. This settlement agreement makes sense to me and I support it. I appreciate that the process to apply for compensation will be First Nations-led, culturally competent and that trauma-informed supports will be available to the class.

51. I understand that the settlement includes four groups who will be entitled to direct compensation: (a) children taken into care and (b) their caregiving parents and grandparents, (c) Jordan's Principle children and Trout children and (d) their caregiving parents and or grandparents.

52. I believe that discrimination is harmful to everyone who it impacts. However, it has always been important to me to ensure that those children impacted most by Canada's discrimination receive compensation that recognizes the increased suffering they have endured due to Canada's discrimination. I have emphasized to Class Counsel throughout the negotiation process that children who have endured similar extreme impacts as Noah and their families should receive greater compensation. I am happy that the settlement agreement takes proportionality into account for both the Jordan's Principle Class and their families.

53. I understand that the settlement agreement creates two groups for the Jordan's Principle Class: those who suffered greater impacts, and those who suffered a lesser impact than the first group. This ensures that those children who have been most impacted receive at least \$40,000, while others who have suffered discrimination receive up to \$40,000, but not more than that amount. I agree with this division, as it protects the compensation for those who suffered more. In my view, it is an appropriate division within the overall \$3 billion budgeted to the Jordan's Principle Class.

54. I also understand that the Jordan's Principle Family Class members who are the caregiving parents and grandparents that were the primary caregivers for a child who suffered significant impacts in relation to a delay, denial or service gap of an essential service will be eligible to receive compensation. I also understand that this means that not all family members will receive direct compensation but may be eligible to receive indirect benefits through the cy-pres fund. My lawyers have explained to me that this was not an easy decision, and I support the decision they

have made to limit direct compensation to caregiving parents and grandparents of those children who have suffered significant impacts. This Class Action is about children like Noah, and I think it is important to ensure that they have suffered the most due to Canada's discriminatory conduct.

55. I understand that class members are releasing all claims against Canada in relation to this class action, including claims for sexual, physical or emotional abuse, but I also understand that survivors are free to pursue similar claims against other people who may be responsible if they choose, just not against Canada.

56. I understand that the settlement provides for a paper based confidential claims process that does not require any claimant to testify in a court, to undergo cross examinations or any questioning by an adverse party. I believe this is very important and will reduce the barriers that individuals face to claiming their compensation. This will be much less traumatizing for class members than a claims process that involves interviews or forcing people to recount their personal stories. I support the goals of the settlement agreement with respect to minimizing the trauma that claimants will face to claim compensation.

57. I also understand that claimants will receive different compensation based upon factors that are related to the impacts they have endured. I support this approach. I understand that Class Counsel want to ensure that there is proportionality in the compensation. While I understand that minimum amounts cannot be guaranteed at this stage for all class members, Class Counsel have explained that, based upon their best estimate of the number of class members, eligible class members will receive a significant amount of compensation, and for

the Removed Child Class and for those Jordan's Principle children who have been most impacted, they will receive a minimum payment of \$40,000. I support the approach to prioritizing compensation for children who have been impacted by Canada's discriminatory conduct.

**58. Honourarium**

59. Dianne Corbiere and Karen Osachoff have advised me that class counsel will be seeking court approval for the payment of honoraria to me and the other representative plaintiffs for our service to the class. Below, I outline my work below as they asked that I address some of the factors the court might consider in making such an award.

60. I have been fully engaged in this case since I signed my retainer agreement with Nahwegahbow, Corbiere in February of 2020. I agreed to be a representative plaintiff in this case because I was concerned about what happened to me and my family and what had happened to other First Nations families. As a representative plaintiff for the Jordan's Principle Family Class I am very honoured to be trusted with such a responsibility on behalf of First Nations families across Canada who continue to advocate for their children.

61. I have attended all representative plaintiff meetings with class counsel and the AFN. I have kept in regular contact with Ms. Osachoff with my questions and concerns.

62. I had to give up my privacy to fulfill this role as the country now knows what I and my family endured in our struggle to obtain essential services for Noah.

I ultimately decided to participate in Public Service Announcement (PSA's) at the cost of my own privacy, because I feel that helping my fellow class members is integral to this case.


63. I have contributed my time and effort to successfully litigating this case and to negotiating a settlement that was responsive to the class members needs and wants.

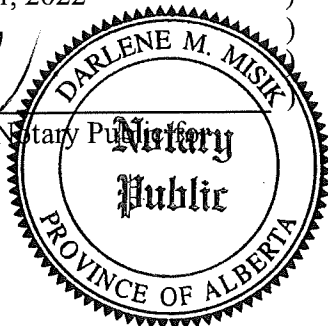
**AFN ANNUAL GENERAL ASSEMBLY**

64. Of most importance was that I attended the Annual General Assembly of the AFN in Vancouver, B.C. from July 4-9, 2022, and spoke at a Compensation Dialogue session as well as before the Chiefs in Assembly to speak about the Final Settlement Agreement as a representative plaintiff. I spoke from the heart about how important this case is for me and others who have experienced Canada's discrimination in child welfare. The importance of speaking publicly at the AFN Annual General Assembly cannot be understated. This is where we reach the Chiefs and their advisors, as well as the wider public (which includes our First Nations citizens) on the importance of settling this class action.

65. I make this affidavit in support of the relief sought in the Notice of Motion and for no other or improper purpose.

AFFIRMED BEFORE ME in the city of )  
Edmonton, in the Province of Alberta, this )  
6<sup>th</sup> day of September, 2022 )

  
\_\_\_\_\_  
Commissioner and Notary Public  
taking affidavits



  
\_\_\_\_\_  
CAROLYN BUFFALO

Court File No.: T-402-19 / T-141-20 / T-1120-21

<p><b>FEDERAL COURT CLASS PROCEEDING</b></p> <p>B E T W E E N:</p> <p><b>XAVIER MOUSHOOM, JEREMY MEAWASIGE (by his litigation guardian, Jonavon Joseph Meawasige), JONAVON JOSEPH MEAWASIGE</b></p> <p style="text-align: right;">Plaintiffs</p> <p style="text-align: center;">and</p> <p><b>THE ATTORNEY GENERAL OF CANADA</b></p> <p style="text-align: right;">Defendant</p>
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**AFFIDAVIT OF RICHARD JACKSON  
(Affirmed September 7, 2022)**

I, Dick Eugene Jackson, also known as Richard Jackson, of the community of Maskwacis, in the Province of Alberta, AFFIRM:

1. I make this affidavit in support of an application to obtain approval of the settlement agreement. I am one of the Representative Plaintiffs in the within action and as such have knowledge of the matters hereinafter deposed to. Where I make statements in this affidavit which are not within my personal knowledge, I have identified the source of that information and belief. All of the information I have deposed to I verily believe to be true.
2. In preparing to affirm this affidavit, I have reviewed, among other things, the Fresh as Amended Statement of Claim, the Consolidated Statement of Claim, the list of proposed common issues, and the proposed litigation plan. I have also reviewed the proposed Final Settlement Agreement as well as motion material for the Canadian Human Rights Tribunal and this court.

### **BACKGROUND**

3. I am a member of the Saddle Lake Cree Nation, in Treaty No. 6 territory. I am Noah Buffalo-Jackson's father.

### **MY EFFORTS IN THIS CLASS ACTION**

1. In February 2020, Dianne Corbiere called my wife, Carolyn Buffalo to ask if we would consider being representative plaintiffs for a class action on the failure to implement Jordan's principle. I agreed to be a representative plaintiff for the Jordan's principle Family Class.

2. On or about February 12, 2020, I retained Nahwegahbow Corbiere (“NC”) to represent me and my son Noah Buffalo-Jackson in this class action.
3. On January 28, 2020, this action was commenced by way of Statement of Claim. A Fresh as Amended Statement of Claim was filed with proof of service on March 6, 2020.
4. In July 2020, NC in collaboration with Faskens LLP agreed with counsel prosecuting the proposed class action in Moushoom et al v Canada, Court File No. T-402-19, namely Sotos LLP, Kugler Kandestin LLP, and Miller Titerle + Company, to join forces and advance the action as one proceeding (collectively, “Class Counsel”).
5. I have received regular reports from Nahwegahbow, Corbiere and Fasken LLP since the commencement of this action. I have always felt I had current and relevant information from both law firms.
6. From the commencement of this class action, I knew that the claim was going to be difficult and challenging and that Nahwegahbow, Corbiere and Fasken LLP were working diligently on my behalf. I am pleased with the representation that I received from both law firms.
7. Throughout this case I have:
  - a) Signed on with Nahwegahbow, Corbiere and signed a retainer agreement with them;



- b) Agreed to be a representative plaintiff on behalf of the other class members;
  - c) Spoken with and attended many meetings with Nahwegahbow, Corbiere and Fasken LLP to discuss this case and my experience with having a son with disabilities and Canada not providing for us;
  - d) Provided instructions to Nahwegahbow, Corbiere and Fasken LLP; and
  - e) Reviewed and approved the settlement terms in this case.
8. I have been kept informed and provided input on various aspects of the lawsuit including settlement discussions that took place over the course of the lawsuit including at some of the mediation sessions with Justice Mandamin.
9. I have also attended more than 30 meetings over the past two and half years with Nahwegahbow, Corbiere, Fasken LLP and the AFN to discuss the case. I have read all documents they have provided to me and gave input where required.
10. In the future, I will continue to be involved in the case as necessary and will continue to speak to class members. I will ensure, through my lawyers, that the class is kept informed of any developments in this litigation.

**THE SETTLEMENT AGREEMENT IS FAIR AND REASONABLE**

11. I have talked to my lawyers on multiple occasions, throughout this case about the settlement process and agreement. I knew that it was important to resolve this matter so that the class members could begin their process of hearing.

12. My lawyers have always kept me informed of the status of settlement negotiations. We regularly discussed the negotiations and strategy by phone, text messages, zoom meetings and by email.
13. In November 2021, I was informed by Ms. Osachoff that counsel had started to draft Agreements in Principle for both compensation of class members and the long-term reform of the First Nations Child and Family Services program run by Canada. I was given the opportunity to review these documents and provide input as required.
14. I understand that if there was no settlement, it could take a long time for this class action to make its way through the courts. The final settlement agreement provides compensation to the class members at this early stage in the litigation, rather than a long litigation process, before a trial of the issues and any award of damages.
15. Further, I am informed by Karen Osachoff and I believe that it is possible that each of the survivors of Canada's discriminatory conduct would have to come forward to prove their damages individually.
16. This settlement agreement makes sense to me, and I support it. I appreciate that the process to apply for compensation is First Nation led, culturally competent and trauma informed supports will be available to the class both before, during and after the compensation process is complete.

17. I understand that the settlement includes four groups who will be entitled to direct compensation: (a) children taken into care and (b) their caregiving parents and grandparents, (c) Jordan's Principle children and Trout children and (d) their caregiving parents and or grandparents.
18. I understand that the settlement agreement does not include non-Status Indians or Metis (except for limited exceptions for the Jordan's principle class), but I also understand that they are free to pursue their claims against Canada on their own.
19. I understand that class members are releasing all claims against Canada in relation to this class action, including claims for sexual, physical or emotional abuse, but I also understand that survivors are free to pursue those claims against the Provinces.
20. I understand that the settlement provides for a paper based confidential claims process that does not require any claimant to testify in a court, to undergo cross examinations or any questioning by an adverse party.
21. I believe that settlement claims process will be much less traumatizing for class members than a trial would be since class members would be subjected to cross examinations and other adversarial processes during the individual issues stage of the class proceedings.
22. The settlement also provides a guaranteed outcome for eligible class members who avoid the risk of being unsuccessful at trial.

23. I also understand that eligible class members whose claims are approved are guaranteed an individual compensation payment. I understand from reviewing the settlement agreement and from my discussions with my lawyers, that the amount of the individual payments will be up to \$40,000, \$40,000 or more than \$40,000 depending on the allocation in the Distribution Protocol.

24. This settlement is broad in scope. It covers the period between 1991-2022.

### **HONORARUM**

25. Dianne Corbiere and Karen Osachoff have advised me that class counsel will be seeking court approval for the payment of honoraria to me and the other representative plaintiffs for our service to the class. Below, I outline my work below as they asked that I address some of the factors the court might consider in making such an award.

26. I have been fully engaged in this case since I signed my retainer agreement with Nahwegahbow, Corbiere in February of 2020. I agreed to be a representative plaintiff in this case because I was concerned about what happened to me and my family and what had happened to other Indigenous families. As a representative plaintiff for the Jordan's principle Family Class, I am very honoured to be trusted with such a great and impactful responsibility on behalf of First Nations families across Canada.

27. I have attended all representative plaintiff meetings with class counsel and the AFN.

28. I had to give up my privacy to fulfill this role as the country now knows what I and my family went through. I ultimately decided to participate in Public Service Announcement (PSA's) at the cost of my own privacy, because I feel that helping my fellow class members is integral to this case.

29. I have contributed my time and effort to successfully litigating this case and to negotiating a settlement that was responsive to the class members needs and wants.

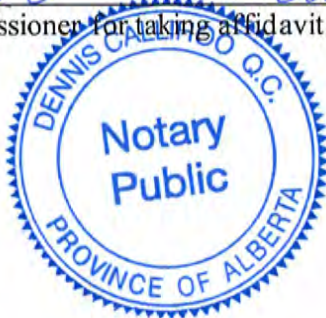
#### **2022 AFN ANNUAL GENERAL ASSEMBLY**

30. Of most importance was that I attended the Annual General Assembly of the AFN in Vancouver, B.C. from July 4-9, 2022, and spoke at a Compensation Dialogue session as well as before the Chiefs in Assembly to speak about the Final Settlement Agreement as a representative plaintiff. I spoke from the heart about how important this case is for me and others who have experienced Canada's discrimination in child welfare. The importance of speaking publicly at the AFN Annual General Assembly cannot be understated. This is where we reach the Chiefs and their advisors, as well as the wider public (which includes our First Nations citizens) on the importance of settling this class action.

31. I make this affidavit in support of the relief sought in the Notice of Motion and for no other or improper purpose.

AFFIRMED BEFORE ME in the )  
community of Hobbema, in the Province )  
of Alberta, this <sup>7<sup>th</sup></sup> day of <sup>September</sup> August, 2022 )  
)  
)

  
\_\_\_\_\_  
Commissioner for taking affidavits



  
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RICHARD JACKSON