

Federal Court



Cour fédérale

Date: 20240304

Docket: T-402-19

T-141-20

T-1120-21

Toronto, Ontario, March 4, 2024

PRESENT: The Honourable Madam Justice Ayles

CLASS PROCEEDING

BETWEEN:

**XAVIER MOUSHOOM, JEREMY
MEAWASIGE (BY HIS LITIGATION
GUARDIAN, JONAVON JOSEPH
MEAWASIGE) AND JONAVON JOSEPH
MEAWASIGE**

Plaintiffs

and

**THE ATTORNEY GENERAL OF
CANADA**

Defendant

Docket: T-141-20

AND BETWEEN:

**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

**HIS MAJESTY THE KING
AS REPRESENTED BY THE ATTORNEY
GENERAL OF CANADA**

Defendant

Docket: T-1120-21

AND BETWEEN:

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

Plaintiff

and

**THE ATTORNEY GENERAL OF
CANADA**

Defendant

ORDER

UPON INFORMAL MOTION of the Plaintiff, Assembly of First Nations, by letter dated March 1, 2024 seeking an order appointing MNP LLP as Auditor in accordance with Article 16.01 the First Nations Child and Family Services Jordan's Principle and Trout Class Final Settlement Agreement dated April 19, 2023, as amended by way of Addendum dated October 10, 2023 [Final

Settlement Agreement], which was approved by Order of this Court dated October 24, 2023, together with other related relief;

CONSIDERING the affidavit of Stuart Wuttke affirmed February 29, 2024;

AND UPON being advised that the Defendant consents to the relief sought;

AND CONSIDERING that the Court is satisfied that the requested relief should be granted;

AND CONSIDERING that all defined terms in this Order shall have same meaning as in the Final Settlement Agreement;

THIS COURT ORDERS that:

1. MNP LLP is hereby appointed as Auditor pursuant to Article 16.01 of the Final Settlement Agreement.
2. The Auditor shall deliver the financial reports contemplated in Articles 15.08 and 16.01 of the Final Settlement Agreement within sixty days of the end of each calendar year, or as soon thereafter as reasonably practicable.
3. The Trustee is hereby permitted to enter into an engagement agreement with MNP LLP for its work undertaken in respect of its duties assigned under the Final Settlement Agreement.

4. The Defendant shall pay the reasonable fees, disbursements and other costs of MNP LLP for its work undertaken with respect to its duties assigned under the Final Settlement Agreement.
5. There shall be no costs of this motion.

“Mandy Aylen”

Judge