

First Nations Child and Family Services, Jordan's Principle, and Trout Class Settlement

Claims Process for the Removed Child Class and Removed Child Family Class

Important Notice to Reader:

- This Claims Process must be read and interpreted in conjunction with the First Nations Child and Family Services, Jordan's Principle, and Trout Class Settlement Agreement dated April 19, 2023, as amended by way of Addendum dated October 10, 2023 and Second Addendum dated November 26, 2024, and approved by the Federal Court on **October 24, 2023** ("Settlement Agreement").
- This Claims Process was approved by the Federal Court on **June 20, 2024**.
- On **December 12, 2024**, the Federal Court approved the Second Addendum to the Settlement Agreement and certain adjustments to this Claims Process. This addendum impacted this Claims Process by confirming the Launch Date to be March 10, 2025, and clarifying that Investment Option(s), as referenced in this Claims Process will not be available on Launch Date. For greater clarity, unless and until an Investment Option becomes available, all references in this Claims Process to "Investment Option" (as defined herein) shall be inoperative in so far as customized class-wide structured settlement or group investment options internal to the administration of this Settlement Agreement are concerned.
- All referenced documents can be found on the settlement website <https://fnchildclaims.ca/documents/>

Claims Process for the Removed Child Class and Removed Child Family Class

This Claims Process does not apply to any other class and specifically does not apply to the following classes under the Settlement Agreement: Jordan’s Principle Class; Jordan’s Principle Family Class; Trout Child Class; Trout Family Class; Essential Services Class; Kith Child Class; Kith Family Class.

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General

- A. This document outlines the Claims Process for the Removed Child Class, and the Caregiving Parents and Caregiving Grandparents of the Removed Child Family Class only, in accordance with the terms of the First Nations Child and Family Services, Jordan's Principle, and Trout Class Settlement Agreement dated April 19, 2023, as amended by way of Addendum dated October 10, 2023, and approved by the Federal Court on October 24, 2023 ("Settlement Agreement").
- B. Parts of the Claims Process that depend on the availability and assessment of future data, such as Enhancement Payments for Approved Removed Child Class Members, will be addressed in a future Claims Process. The Administrator will advise Claimants (where applicable) of timing and next steps.
- C. Claimants will be supported by Claims Helpers free of charge in navigating the Claims Process as provided for in the Settlement Agreement, specifically SA.3.02(1)(j) and consistent with Schedule I *Framework for Supports for Claimants in Compensation Process*.
- D. Interpretation of this Claims Process:
 - i. Capitalized terms are defined either in the Settlement Agreement or otherwise in this Claims Process. A list of defined terms used in the Claims Process is set out in Appendix B. The defined terms in Article 1.01 of the Settlement Agreement are reproduced in Appendix C.
 - ii. Where the Administrator needs guidance regarding the interpretation of the Claims Process, it may consult with and seek direction from either Class Counsel or the Settlement Implementation Committee ("SIC"), until such time when Class Counsel's role in the design and implementation of the Claims Process is complete and implementation is transferred to the SIC.
- E. As detailed in this Claims Process, the Launch Date, which is the date when Claimants may begin to submit Claims Forms to the Administrator, will be no later than six (6) months from the date when the Court approves this Claims Process. During this time, the Administrator will design, develop, install and implement systems, forms, information, guidelines and procedures for processing Claims and Appeals, as well as distribution of compensation, in accordance with the Settlement Agreement and this Claims Process. Following Launch Date, Claimants will have a specified amount of time to submit Claims Forms to the Administrator, in accordance with the Claims Deadline that applies to each such Claimant. Distribution of compensation to eligible Claimants will commence following the Administrator's receipt and review of a Complete Claims Form for the Claimant, in accordance with the terms and timelines outlined in this Claims Process.
- F. Distribution of compensation to eligible Claimants in accordance with this Claims Process may commence no earlier than the date when:
 - i. The protocol under SA.4.02 "Distribution of the Trust Fund" is established between the Administrator and the Trustee; and
 - ii. The Administrator has received funds from the trust account(s) listed in SA.4.01, in the amount required to issue payments to eligible Claimants; and

- iii. Relevant Investment Option(s) and financial literacy supports are in place as outlined in SA.6.14.

1. Claims Form Submission

- 1.1.A Claimant will identify the Class or Classes for which they are submitting a Claim by selecting the appropriate Claims Form and submitting it to the Administrator.
- 1.2.A Claimant may submit a Claims Form directly to the Administrator in any manner indicated on the Claims Form, which may include submission by mail, fax, email and online, or other such methods as may later be approved by the SIC.
- 1.3.A Claimant must submit their Claims Form and all Supporting Documentation to the Administrator prior to the Claims Deadline, in accordance with Section 9.
- 1.4.A Claimant who is under the Age of Majority may submit a Claims Form starting two years before they reach the Age of Majority (SA.6.01(4)):
 - A. A person who is under the Age of Majority is also known as a Minor. Age of Majority is determined by the province or territory where the Claimant resides, and is set out in Appendix D of the Claims Process.
 - B. A Claims Form may be submitted to the Administrator by a Minor who is no more than two years younger than the Age of Majority at the time of submission. The Administrator will not accept a Claims Form submitted on behalf of a Minor by anyone other than the Claimant themselves in accordance with the timeline specified in 1.4.A, above, except in the case of a representative in accordance with Section 11 for a Claimant under the Age of Majority who is a Person Under Disability or Deceased.
 - C. A Minor Claimant's representations and authorizations in their Claims Form and other information and Supporting Documentation provided to the Administrator in accordance with the timeline specified in 1.4.A, above, may be accepted without a parent or guardian or other adult representative's signature. Minors will be required to re-authorize certain representations upon reaching the Age of Majority, and prior to the Administrator issuing an Eligibility Decision and the payment of any compensation.
 - D. Decline of Claims Form for Minors: Where a Minor Claimant submits a Claims Form more than two years before they reach the Age of Majority, the Administrator will notify the Minor Claimant that their Claims Form has been declined and they must submit a new Claims Form no earlier than two years from Age of Majority.
- 1.5.A Claimant who submits multiple Claims Forms for the same Class or provides Additional Information after their initial Claims Form submission will be assessed in accordance with Section 8.

2. Claims Form Completeness Requirements

- 2.1. Each Claims Form will include instructions for the information and Supporting Documentation to be provided by a Claimant in order for the Administrator to start review of the Claims Form.
- 2.2. After receipt of a Claims Form, the Administrator will review the Claims Form, Supporting Documentation, and any Additional Information (if applicable, in accordance with Section 8), to determine whether the Claimant has a Complete Claims Form.
- 2.3. The Administrator may also independently supplement or correct Claims Form omissions or errors, to assist the Claimant, if the information is made available to the Administrator by the Claimant (directly or through Claims Helpers), Class Counsel, Canada or Child Welfare Authorities, as applicable, up to the date when the Eligibility Decision is issued by the Administrator (i.e., the date stated on the decision letter).
- 2.4. If the Administrator determines that a Claimant submitted an Incomplete Claims Form, the Administrator will make efforts to contact the Claimant to request the Missing Information.
- 2.5. A Claimant will provide Missing Information by the later of:
 - A. Six (6) months from the Claims Deadline; or
 - B. Six (6) months from the date of the Request for Missing Information.
- 2.6. If a Claimant does not provide the Missing Information in accordance with Section 2.5, the Administrator will send a Final Notice for Missing Information Letter. Prior to issuing the Final Notice for Missing Information Letter, the Administrator will verify that efforts have been made to facilitate a consultation by a Claims Helper to assist the Claimant with locating and providing the Missing Information to the Administrator.
- 2.7. If the Missing Information is still not received by the Administrator within six (6) months of the date of the Final Notice for Missing Information Letter, a Claimant will be denied eligibility and the Administrator will issue a Denial of Eligibility Letter.
- 2.8. Within six (6) months of the Administrator's determination that a Claimant has a Complete Claims Form (either upon initial receipt of a Complete Claims Form or following receipt of Missing Information), the Administrator will make reasonable efforts to verify the Claim (SA.5.01(6)) in accordance with this Claims Process, and communicate the results of such verification in accordance with SA.5.02(4) and Section 3. Examples of circumstances that may prevent the Administrator from verifying a Claim within this timeframe include outstanding information from other parties or outstanding decisions on appeals.

3. Administrator's Communications with Claimants

- 3.1. The Administrator may contact a Claimant by phone, in writing, or by electronic means, including automated responses, at the discretion of the Administrator and in accordance with the contact information provided by the Claimant. Means of communication may evolve over the term of the administration of this Claims Process in accordance with advancements in technology and future directions of the SIC.

3.2. The Administrator will communicate to a Claimant the following information, as and when applicable:

- A. Confirmation of Receipt of initial Claims Form
- B. Decline of Claims Form for Minors
- C. Request for Missing Information
- D. Final Notice for Missing Information Letter
- E. Missed Claims Deadline Notice
- F. Acceptance of Request for Deadline Extension
- G. Refusal of Request for Deadline Extension
- H. Eligibility Decision: Approval of Eligibility Letter
- I. Eligibility Decision: Denial of Eligibility Letter
- J. Inconclusive Eligibility Letter
- K. Notification of Compensation, including where applicable, Investment Option(s) and available financial literacy supports
- L. Other communication as determined necessary by the Administrator

3.3. The Third-Party Assessor will communicate to a Claimant, either directly or via the Administrator (at the discretion of the Third-Party Assessor), the following information, as and when applicable:

- A. Appeal Decision Letter
- B. Other communication as determined necessary by the Third-Party Assessor

4. Adjudication / Eligibility Determination – Removed Child Class

4.1. The Administrator will first review the Claims Form and any Supporting Documentation provided by a Claimant to assess whether the following requirements are met:

- A. The Claimant submitted a Complete Claims Form to the Administrator within applicable timelines as outlined in Section 9 or was granted a Claims Deadline Extension in accordance with Section 10, and submitted Missing Information (if any) in accordance with timelines in Section 2; and
- B. The Claimant has not released Canada for the same harm through a previous individual settlement or, if involved in a current individual proceeding (active litigation) against Canada for the same harm, such active litigation was discontinued prior to the Opt-Out Deadline (to be solely assessed based on information, if any, made available to the Administrator by Canada); and the Claimant has not opted out of the Settlement by submitting an Opt-Out Form to the Administrator prior to the Opt-Out Deadline.

- 4.2. If the Administrator is satisfied that the Section 4.1 requirements are met, the Administrator will assess whether the Claimant may be eligible to receive compensation as an Approved Removed Child Class Member.
- 4.3. A Claimant will be determined to be an Approved Removed Child Class Member if they satisfy the following conditions (the "Removed Child Class Eligibility Requirements"), summarized in Appendix A for ease of reference:
- A. They are a First Nations individual as defined in SA.1.01; and
 - B. They were removed from their home in the period between April 1, 1991 and March 31, 2022. For greater clarity, children removed prior to April 1, 1991 or after March 31, 2022 are not eligible class members, even if they were in care during the timeframe of April 1, 1991 and March 31, 2022, unless a removal occurred between April 1, 1991 and March 31, 2022; and
 - C. They were under the Age of Majority on the date of the removal; and
 - D. They were removed by a child welfare authority or voluntarily placed into care, where the placement was funded by Indigenous Services Canada (ISC); and
 - E. They were Ordinarily Resident on a Reserve or living in the Yukon (or at least one of their Caregiving Parents or Caregiving Grandparents were Ordinarily Resident on a Reserve or living in the Yukon) on the date of removal; and
 - F. They were not placed in a Non-paid Kin or Community Home through an arrangement made by their Caregiving Parent or Caregiving Grandparent; and
 - G. They, or at least one of their Caregiving Parents or Caregiving Grandparents did not live in the Northwest Territories at the time of removal.
- 4.4. In order to make an Eligibility Decision, the Administrator will review the ISC Database to determine whether:
- A. The Claimant is located on the ISC Database; and
 - B. Information available for the Claimant on the ISC Database allows the Administrator to make an Eligibility Decision.
- 4.5. The Administrator may make one of the following determinations of whether a Claimant is an Approved Removed Child Class Member, based on its review and assessment of information on the ISC Database:
- A. Denial of Eligibility: if the Claimant is located on the ISC Database and the ISC Database allows the Administrator to determine that the Claimant does not meet the requirements as an Approved Removed Child Class Member; or
 - B. Inconclusive Eligibility: if the Administrator is unable to locate the Claimant on the ISC Database; or if the Administrator locates the Claimant on the ISC Database but is unable to make an Eligibility Decision; or
 - C. Approval of Eligibility: if the Claimant is located on the ISC Database and the ISC Database allows the Administrator to determine that the Claimant meets the requirements as an Approved Removed Child Class Member.

4.6. Denial of Eligibility: If the Administrator determines that a Claimant is not an Approved Removed Child Class Member, the Administrator will issue a Denial of Eligibility Letter and inform the Claimant of the following:

- A. The Administrator's decision that the Claimant is not an Approved Removed Child Class Member; and
- B. The reason(s) for the Administrator's decision that the Claimant is not an Approved Removed Child Class Member; and
- C. If applicable, instructions on how to appeal the Administrator's decision to the Third-Party Assessor in accordance with SA.5.02(6) and Section 6.

4.7. Inconclusive Eligibility:

- A. If the Administrator is unable to make an Eligibility Decision, the Administrator will issue an Inconclusive Eligibility Letter and inform the Claimant that their Claim is on hold while the Administrator awaits updates to the ISC Database from Canada. The Administrator will periodically perform new searches of the updated ISC Database. If the Removed Child Class Claimant is later identified on the ISC Database such that the Administrator can issue an Eligibility Decision, the Claimant will receive such Eligibility Decision from the Administrator. The continued review of the ISC Database will take place until Canada confirms that the Administrator has received the complete ISC Database and no further updates are to be provided to the Administrator.
- B. A process is under development for Claimants who will have received an Inconclusive Eligibility Letter. This process will provide direction on next steps for Claimants who, by the time it is finalized, are still awaiting an Eligibility Decision.

4.8. Approval of Eligibility: If the Administrator determines that the Claimant is an Approved Removed Child Class Member, the Administrator will issue an Approval of Eligibility Letter and inform the Claimant in writing of the following:

- A. The Administrator's decision that the Claimant is an Approved Removed Child Class Member; and
- B. Next steps with respect to issuance of the Base Payment.

4.9. Other information that will be communicated to Approved Removed Child Class Members:

- A. Investment Option(s) with notice in a form determined by the SIC (SA.6.14(b));
- B. If the Claimant belongs to a group entitled to interest payment, quantification of the amount to be paid in interest (SA.6.15);
- C. If the Claimant belongs to a group entitled to adjustment for time value of compensation, quantification of the amount of adjustment in accordance with (SA.6.17).

- D. Next steps with respect to assessment of eligibility for Enhancement Payments once the Court has approved the process governing Enhancement Payments in Section 4.11.

4.10. Quantification of Base Compensation and method of Payment

- 4.10.1.A Claimant approved by an Eligibility Decision in accordance with this Claims Process by the Administrator, or on appeal by the Third-Party Assessor, will be approved to receive compensation, subject to restrictions disallowing combined payment for multiple classes in SA.6.01(7).
- 4.10.2.No compensation may be paid to, or on behalf of, an Approved Removed Child Class Member before they reach the Age of Majority (SA.6.01(4)), except in the case of an Exceptional Early Payment in accordance with SA.6.10 and Section 13.
- 4.10.3.No compensation is payable to a Claimant where the Administrator has determined that the Claimant is not an Approved Removed Child Class Member and the Administrator has issued a Denial of Eligibility Letter, and the Administrator did not receive a Request for Appeal Form from the Claimant in accordance with SA.5.02(6)(a), or the Third-Party Assessor's Appeal Decision dismissed the Claimant's Request for Appeal Form.
- 4.10.4.Where a Claimant is an Approved Removed Child Class Member and has been issued an Approval of Eligibility Letter, either by the Administrator or on appeal by the Third-Party Assessor, the Administrator will quantify the amount of compensation payable to the Claimant. The Administrator's quantification of the compensation amount is subject to Section 4.10.5 and 4.11.5.
- 4.10.5.Base Compensation and other payments may be made in installments to ensure adequacy of funds.
- 4.10.6.Approved Removed Child Class Members will have the option to receive compensation as a direct payout or invest the funds in an Investment Option. Partial allocation of compensation between direct payout and Investment Option may be available.
- 4.10.7.Where an Approved Removed Child Class Member has selected a direct payout to receive their compensation (instead of, or in addition to, selecting an Investment Option):
 - A. Direct payout compensation will be issued by the Administrator directly to the Claimant, after determination of eligibility by the Administrator or by the Third-Party Assessor on appeal. In accordance with SA.19.04 and Section 12.2, compensation payments may not be assigned.
 - B. The Administrator will issue the direct payout to the Claimant by either electronic deposit or mailed cheque, as selected by the Claimant in the Notification of Compensation. The Claimant is responsible for providing accurate banking information if requesting electronic deposit. The Administrator will have the discretion to

issue a cheque (or other form of payment, as may be in the future approved by the SIC) to the Claimant where electronic payment information provided is insufficient to successfully issue an electronic payment directly to the Claimant (e.g., incomplete banking information is provided by the Claimant).

4.10.8. Where an Approved Removed Child Class Member has selected an Investment Option to receive their compensation (instead of, or in addition to, selecting a direct payout), such compensation will be issued by the Administrator directly to such entity or entities as is recommended by the Investment Committee and approved by the SIC.

4.10.9. Quantification of Payment

- A. Base Compensation: An Approved Removed Child Class Member will receive a payment of Base Compensation in the amount of \$40,000 (either as a direct payout or in accordance with the selected Investment Option, or a combination of both) (SA.6.03(1) and (2)).
- B. Multiple Classes: If a Claimant qualifies for compensation as a member of more than one Class under the Settlement Agreement, the Administrator will apply Section 7.

Enhancement Factors

4.11. Enhancement Payment:

- 4.11.1. Eligibility: An Approved Removed Child Class Member may be entitled to an Enhancement Payment if eligible for Enhancement Factor(s) (SA.6.03(3)).
- 4.11.2. Enhancement Factors: A framework will be designed and will include a system of weighting the Removed Child Enhancement Factors (SA.6.03(4)) along with protocols for assessing eligibility for an Enhancement Payment ("Removed Child Enhancement Factors Framework"). The Removed Child Enhancement Factors Framework will be finalized after the Launch Date upon reasonably reliable actuarial and budgetary assessment as determined by the SIC and as approved by the Court.
- 4.11.3. Process to assess eligibility for an Enhancement Payment:
 - A. The Administrator will apply the eligibility criteria in the Removed Child Enhancement Factors Framework.
 - B. For each Approved Removed Child Class Member, it is anticipated that the Administrator may review the ISC Database to assess eligibility for an Enhancement Payment based on the Enhancement Factors (SA.6.03(3)), to the extent such information is available within the ISC Database.
 - C. It is anticipated that the Administrator may contact an Approved Removed Child Class Member for more information and Supporting

Documentation (if applicable) to determine whether the Claimant is eligible for an Enhancement Payment.

4.11.4. Notification of eligibility for an Enhancement Payment:

- A. Once assessment of Enhancement Factors by the Administrator is complete, the Administrator will communicate to the Claimant a notice of eligibility for an Enhancement Payment and information on when the quantification of an Enhancement Payment will be available (if applicable).
- B. The notification will include the option for the Claimant to appeal the Administrator's decision regarding eligibility for an Enhancement Payment in accordance with SA.5.02(6)(b), and Section 6.

4.11.5. Enhancement Payment: an Enhancement Payment will be issued to the eligible Removed Child Class Member as separate payment(s) from Base Compensation, and may be issued in installments and under an extended timeline to ensure actuarial review and adequacy of funds.

5. Adjudication / Eligibility Determination – Removed Child Family Class

5.1. A Removed Child Family Class Member is a person who is the brother, sister, mother, father, grandmother or grandfather of a member of the Removed Child Class at the time of removal.

- A. Only the Caregiving Parents or Caregiving Grandparents may receive compensation if determined to be an Approved Removed Child Family Class Member under the Settlement Agreement (SA.1.01).
- B. All other members of the Removed Child Family Class who are not Caregiving Parents or Caregiving Grandparents (for example, brothers, sisters, non-caregiving parents, and non-caregiving grandparents) as well as foster parents are not entitled to compensation under the Settlement Agreement (SA.6.04(1) and (2)), are not subject to this Claims Process, and are not entitled to submit a Claims Form.

5.2. The Administrator will first review the Claims Form and any Supporting Documentation provided by a Claimant to assess whether the following requirements are met:

- A. The Claimant submitted a Complete Claims Form to the Administrator within the applicable deadlines as outlined in Section 9 or was granted a Claims Deadline Extension in accordance with Section 10, and submitted Missing Information (if any) in accordance with the timelines specified in Section 2. The Claims Form must list the Removed Child(ren) with respect to whom the Claimant is seeking eligibility as a Caregiving Parent or Caregiving Grandparent ("Associated Removed Child"). Where a Claimant submits a Claims Form(s) that references more than one Associated Removed Child, the Claims Form(s) will be assessed for completeness with respect to each individual Associated Removed Child.

- B. The Claimant has not released Canada for the same harm through a previous individual settlement or, if involved in a current individual proceeding (active litigation) against Canada for the same harm, such active litigation was discontinued prior to the Opt-Out Deadline (to be solely assessed based on information, if any, made available to the Administrator by Canada); and the Claimant has not opted out of the Settlement by submitting an Opt-Out Form to the Administrator prior to the Opt-Out Deadline.

5.3. If the Administrator is satisfied that Section 5.2 requirements are met, the Administrator will assess whether the Claimant may be eligible to receive compensation as an Approved Removed Child Family Class Member.

5.4. A Claimant may be determined to be an Approved Removed Child Family Class Member who is a Caregiving Parent or Caregiving Grandparent if the Claimant satisfies the following conditions (collectively, Caregiving Parent or Caregiving Grandparent Eligibility Requirements):

- A. The Claimant was a Caregiving Parent or Caregiving Grandparent, in accordance with limitations and priorities in SA.6.04 and SA.6.05, at the time of removal, to a Removed Child Class Member who meets the eligibility criteria for an Approved Removed Child Class Member in accordance with Section 4; and
- B. The Claimant is not a brother, sister (SA.1.01), foster parent or foster grandparent (SA.6.04(2)) of the Removed Child Class Member; and
- C. The Claimant's eligibility to receive a Base Compensation payment is confirmed in accordance with Section 5.10.

5.5. In order to make an Eligibility Decision, the Administrator will:

- A. Identify the Associated Approved Removed Child: The Administrator will apply Section 4 to determine whether the Removed Child(ren) with respect to whom the Claimant is seeking eligibility as a Caregiving Parent or Caregiving Grandparent, is/are an eligible Removed Child Class Member, irrespective of whether the Associated Removed Child has submitted a Claims Form, or whether an Approval of Eligibility letter has been issued for the Associated Removed Child.
- B. Confirm relationship to the Associated Removed Child: The Administrator will review Supporting Documentation to ensure it is satisfied that the Claimant is related to the Associated Removed Child Class Member as parent through a biological, adoptive or stepparent relationship, or a grandparent through a biological or adoptive relationship, as defined in SA.1.01. Only Stepparents who are First Nations may be eligible. Supporting Documentation may include, but is not limited to, Canada records provided to the Administrator (such as information available in the Department of Indigenous Services' Indian Registry System Database that may confirm parental or grandparent relationship), or information or records provided by the Claimant (e.g., adoption record or other provincial, territorial or custom verification of adoption, birth certificate, etc.).

- C. Evaluate the information available (if any) at the time of assessment of eligibility to determine whether there is an indication of Abuse by the Caregiving Parent or Caregiving Grandparent (SA.6.04(4)) related to the Claimant.
- D. Apply Section 5.10 to assess eligibility to receive Base Compensation payment in accordance with Section 5.10.

5.6. The Administrator may make one of the following determinations of whether a Claimant is an Approved Removed Child Family Class Member (subject to Section 5.10):

- A. Denial of Eligibility: if the Removed Child Family Class Member does not meet the requirements to be an Approved Removed Child Family Class Member; or
- B. Inconclusive Eligibility: if the Administrator reaches an Inconclusive Eligibility determination with respect to the Associated Removed Child Class Member; or
- C. Approval of Eligibility: if the Removed Child Family Class Member meets the eligibility criteria to be an Approved Removed Child Family Class Member. The Administrator will issue an Approval of Eligibility Letter after the expiration of the Ultimate Claims Deadline, to allow for the adjudication of Claims from competing Caregiving Parents or Caregiving Grandparents with respect to the same Removed Child Class Member (SA.6.05 (1)).

5.7. Denial of Eligibility: If the Administrator determines that a Claimant is not an Approved Removed Child Family Class Member, the Administrator will issue a Denial of Eligibility Letter and inform the Claimant of the following:

- A. The Administrator's decision that the Claimant is not an Approved Removed Child Family Class Member; and
- B. The reason(s) for the Administrator's decision that the Claimant is not an Approved Removed Child Family Class Member; and
- C. If applicable, instructions on how to appeal the Administrator's decision to the Third-Party Assessor in accordance with SA.5.02(6) and Section 6.

5.8. Inconclusive Eligibility:

- A. If the Administrator is unable to make an Eligibility Decision for the Claimant as a Caregiving Parent or Caregiving Grandparent of a Removed Child Class Member, the Administrator will issue an Inconclusive Eligibility Letter and inform the Claimant that their Claim is on hold while the Administrator awaits updates to the ISC Database from Canada. The Administrator will periodically perform new searches of the updated ISC Database. If the Associated Removed Child Class Claimant is later identified on the ISC Database such that the Administrator can issue an Eligibility Decision with respect to the Associated Removed Child Class Member, the Claimant will receive an Eligibility Decision from the Administrator, provided all other Caregiving Parent or Caregiving Grandparent Eligibility Requirements are satisfied. The continued review of the ISC Database will take place until Canada confirms

that the Administrator has received the complete ISC Database and no further updates are to be provided to the Administrator.

- B. A process is under development for Claimants who will have received an Inconclusive Eligibility Letter. This process will provide direction on next steps for Claimants who, by the time it is finalized, are still awaiting an Eligibility Decision.

5.9. Approval of Eligibility: after the expiration of the Ultimate Claims Deadline, if the Administrator determines that the Claimant is an Approved Removed Child Family Class Member, the Administrator will issue an Approval of Eligibility Letter and inform the Claimant in writing of the following:

- A. The Administrator's decision that the Claimant is an Approved Removed Child Family Class Member; and
- B. Next steps with respect to issuance of Base Payment.

5.10. Eligibility for Base Compensation payment:

- A. The Administrator will assess the Claimant's eligibility for Base Compensation after the expiration of the Ultimate Claims Deadline, in accordance with sequencing and priorities in compensation per SA.6.05, subject to the exceptional circumstances permitted in SA.6.05(2). For greater clarity, the Administrator's assessment of eligibility will commence four years after the Launch Date (i.e., after the Ultimate Claims Deadline), in order to assess Claims from multiple Caregiving Parents or Caregiving Grandparents regarding the same Associated Removed Child.
- B. The Administrator will assess the total number of Caregiving Parents and Caregiving Grandparents who have named an Associated Removed Child in their Claims Form in order to evaluate the Claimant's relationship and priority in relation to any other Caregiving Parent or Caregiving Grandparent Claimants who have filed a Claim with respect to the same Associated Removed Child.
- C. A maximum total of two (2) Base Compensation payments can be made, one payment each to a maximum of two (2) eligible Caregiving Parents or Caregiving Grandparents, with respect to a single Removed Child Class Member SA.6.04(5), with the exception of instances where two First Nations Stepparents are determined to be eligible, in which case such Stepparents share a Base Compensation pro rata (SA.6.05(6)).
- D. If more than two (2) Caregiving Parents or Caregiving Grandparents have named the Associated Removed Child in their Claims Form, priority is given to the two Claimant(s) from whom the Child was first removed (in cases of multiple removals from multiple Caregiving Parents or Caregiving Grandparents). Where such a determination is not possible, or where the Child was first removed from more than two Caregiving Parents or Caregiving Grandparents, the following priority list will be applied in accordance with SA.6.04(8):

- i. Category A: Caregiving Parent(s) who are not Stepparents; then
 - ii. Category B: Caregiving Grandparent(s); then
 - iii. Category C: First Nations Stepparent(s).
- E. In order to apply SA.6.04(8), the Administrator will use the Supporting Documentation provided by the Claimants and the ISC Database, the Department of Indigenous Services' Indian Registry System, and such other databases, if any, provided to the Administrator by Canada from time to time to determine the Caregiving Parent or Caregiving Grandparent at the time of first removal (if possible). The Administrator may request additional information from each Claimant. Missing Information timelines to respond will apply as outlined in Section 2.
- F. The Administrator will determine whether the Claimant is eligible for a Base Compensation payment as an Approved Removed Child Family Class Member. In instances of multiple Caregiving Parents or Caregiving Grandparents claiming in relation to the same Associated Removed Child, and where the Administrator is not able to make a conclusive determination regarding eligibility for Base Compensation, and there is a dispute amongst such Caregiving Parents or Caregiving Grandparents, the Administrator will direct such Claims to the Third-Party Assessor for resolution.
- G. If the Administrator is able to make a determination regarding eligibility for Base Compensation in the circumstances described in Section 5.10(F) and an Appeal is received with respect to the Administrator's determination, all Caregiving Parents or Caregiving Grandparents claiming with respect to the same Associated Removed Child will be directed to the Third-Party Assessor who will determine the Appeal and any disputes with respect to the Administrator's priority determinations or any other dispute amongst individuals claiming compensation as the Caregiving Parents or Caregiving Grandparents of the same Associated Removed Child.

5.11. Quantification of Base Compensation and method of Payment: An Approved Removed Child Family Class Member will receive Base Compensation of \$40,000 subject to the following:

- 5.11.1. Age of Majority: No compensation may be paid to, or on behalf of, an Approved Removed Child Family Class Member before they reach the Age of Majority (SA.6.01(4)).
- 5.11.2. Multiple Classes: If a Claimant qualifies for compensation as a member of more than one Class under the Settlement Agreement, the Administrator will apply Section 7.
- 5.11.3. Appeals: No compensation is payable to a Claimant where the Administrator has determined that a Claimant is not an Approved Removed Child Family Class Member and issued a Denial of Eligibility Letter stating that the Claimant is not approved, and the Administrator did not receive a Request for Appeal from the Claimant in accordance with SA.5.02(6)(a), or if the Claimant's Request for Appeal is dismissed by the Third-Party Assessor.

- 5.11.4. Amount of Base Compensation: While the Base Compensation amount has been determined at \$40,000, Base Compensation for an Approved Removed Child Family Class Member will be determined in accordance with SA.6.04(10) and SA.6.04(11). For greater clarity, the amount of compensation will not be known until after the expiration of the Ultimate Claims Deadline. The Administrator will quantify the amount payable in accordance with SA.6.04(10) and SA.6.05 as follows:
- i. Approved Removed Child Family Class Members who are the Caregiving Parents and Caregiving Grandparents of Children in care as of or removed between January 1, 2006 and March 31, 2022 and placed off-Reserve with non-Family will receive a \$40,000 Base Compensation.
 - ii. All other Caregiving Parents and Caregiving Grandparents eligible for compensation as Approved Removed Child Family Class Members will receive a Base Compensation amount to be determined by the SIC in consultation with the Actuary, having regard to the number of Approved Removed Child Family Class Members and the Budget of \$5.75 Billion for Approved Removed Child Family Class Members.
 - iii. If after sequencing and priority in compensation has been applied in accordance with SA.6.05 only one Base Compensation remains with respect to a Child, and two First Nations Stepparents (Category C) have been approved by the Administrator, or on appeal to the Third-party Assessor, such First Nations Stepparents will share pro rata that one Base Compensation.
- 5.11.5. Multiplication of Base Compensation: The Administrator will quantify the total amount of compensation that each Caregiving Parent or Caregiving Grandparent determined to be an Approved Removed Child Family Class Members is entitled to, in accordance with SA.6.06, and SA.6.01(7) and Section 7.
- 5.11.6. Base Compensation and other payments may be made in installments to ensure adequacy of funds (SA.6.04 (11)).
- 5.11.7. Approved Removed Child Family Class Members will have the option to receive compensation as a direct payout or invest the funds in an Investment Option. Partial allocation of compensation between direct payout and Investment Option may be available.
- 5.11.8. Where an Approved Removed Child Family Class Member has selected a direct payout to receive their compensation (instead of, or in addition to, selecting an Investment Option):
- A. Direct payout compensation will be issued by the Administrator directly to the Claimant, after determination of eligibility by the Administrator or on appeal by the Third-Party Assessor. In accordance with SA.19.04 and Section 12, compensation payments may not be assigned.

- B. The Administrator will issue the direct payout to the Claimant by either electronic deposit or mailed cheque, as selected by the Claimant in the Notification of Compensation. The Claimant is responsible for providing accurate banking information if requesting electronic deposit. The Administrator will have the discretion to issue a cheque (or other form of payment, as may be in the future approved by the SIC), to the Claimant where electronic payment information provided is insufficient to successfully issue an electronic payment directly to the Claimant (e.g., incomplete banking information is provided by the Claimant).

5.11.9. Where an Approved Removed Child Family Class Member has selected the Investment Option to receive their compensation (instead of, or in addition to, selecting a direct payout), such compensation will be issued by the Administrator directly to such entity or entities supplying the Investment Option as is recommended by the Investment Committee and approved by the SIC.

5.12. Abuse by a Caregiving Parent or Caregiving Grandparent

- A. Abuse is defined as sexual abuse (including sexual assault, sexual harassment, sexual exploitation, sex trafficking and child pornography) or serious physical abuse causing bodily injury, but does not include neglect or emotional maltreatment (SA.1.01).
- B. Notwithstanding determinations made with respect to a Claimant's eligibility as an Approved Removed Child Caregiving Parent or Approved Removed Child Caregiving Grandparent elsewhere in this Claims Process, a Caregiving Parent or Caregiving Grandparent who has committed Abuse that has resulted in the Associated Removed Child's removal is not eligible for compensation in relation to that Associated Removed Child (SA.6.04(4)). Similarly, a Caregiving Parent or Caregiving Grandparent who is excluded from compensation due to Abuse will not receive compensation on behalf of a deceased Approved Removed Child Class Member (SA.14.05(7)).
- C. The Administrator may request additional information about the removal from the Claimant, and/or Child Welfare Agencies or other sources in order to determine the question of Abuse and issue an Eligibility Decision in accordance with SA.6.04(4).
- D. A process is under development to address instances where a Claimant committed Abuse that resulted in the Associated Removed Child's removal.

6. Appeals to the Third-Party Assessor

6.1.A Claimant may appeal a decision of the Administrator (where there is a right of appeal), within sixty (60) days of receiving the Administrator's decision letter, in accordance with Sections 3, 4 and 5, by submitting a complete Request for Appeal Form to the Administrator (such a Claimant is referred to here as the "Appellant").

The Administrator will make the Request for Appeal Form available to the Class Members.

6.2. Such appeals may include (SA.5.02(6)):

- A. Eligibility Decision that a Claimant is not a Class Member;
- B. Removed Child Class only: a Decision that a Removed Child Claimant is not entitled to an Enhancement Payment as defined in the Claims Process;
- C. Refusal to extend the Claims Deadline (refer to Section 10 for Deadline Extension Process);
- D. Disputes amongst Removed Child Family Class Members under SA.6.05.

6.3. There is no right to appeal where the Administrator issues a Refusal to extend the Claims Deadline because the Request for Deadline Extension and/or the Claims Form were received more than 12 months after the Claims Deadline, and as described in Section 10.

6.4. There is no right to appeal by a Class Member who is in a category that is not entitled to receive direct payout under the Settlement Agreement, such as brothers and sisters under the Removed Child Family Class (SA.5.02(9)).

6.5. Where the Administrator does not receive a complete Request for Appeal Form within sixty (60) days, the Administrator's decision is final and not subject to future appeal or review.

6.6. Upon receiving the Appellant's complete Request for Appeal Form, the Administrator will refer the Appeal and relevant information to the Third-Party Assessor for determination within a month from the date on which the Appellant's complete Request for Appeal Form is received by the Administrator.

6.7. The Administrator will coordinate with the Third-Party Assessor to establish a process for the transfer of information, in order for the duties of the Third-Party Assessor to be carried out.

6.8. When considering an appeal, the Third-Party Assessor may consult the Appellant and the Administrator.

6.9. The Third-Party Assessor may contact the Appellant directly to invite the Appellant to provide more information in writing, and set a deadline for the Appellant to respond to such request for information, after which deadline the Third-Party Assessor will adjudicate the appeal on the basis of available information.

6.10. The Third-Party Assessor will adjudicate the appeal no later than six (6) months from the later of:

- (A) Receiving the Appeal and relevant information from the Administrator; or
- (B) Receiving any further required relevant information from the Appellant.

6.11. Upon making a decision, the Third-Party Assessor will inform the Appellant and the Administrator in writing of:

- A. The Third-Party Assessor's Appeal Decision; and
- B. The reasons for the Third-Party Assessor's Appeal Decision.

6.12. An Appeal Decision by the Third-Party Assessor is final and binding upon the Claimant and the Administrator, and not subject to judicial review, further appeal or any other remedy by legal action.

7. Claimants Who Are Class Members of More Than One Class

7.1. A Claimant may be a class member under multiple classes in the Settlement Agreement; however, such Claimants will only be entitled to receive the higher amount (i.e., the total amount is inclusive of Base compensation, Enhancement Payment, Interest Payment, etc., if applicable) amongst all the applicable classes for which they have been determined to be eligible. Compensation under the classes will not be combined (SA.6.01(7)).

7.2. Examples include, but are not limited to:

If a Claimant is an Approved Removed Child Class Member and an Approved Removed Child Family Class Caregiving Parent or Caregiving Grandparent, the Claimant will receive the higher compensation available for either of these classes only. An Approved Removed Child Family Class Caregiving Parent or Caregiving Grandparent may receive a higher compensation amount than the Approved Removed Child Class Member, in cases where the Caregiving Parent or Caregiving Grandparent is eligible for multiplication of Base Compensation per SA.6.06. Therefore, if for example a Claimant is entitled to a total payment of \$40,000 as an Approved Removed Child Class Member and a total payment of \$126,000 as a Caregiving Parent, that Claimant receives as a maximum, the higher amount of \$126,000. If they were first found to be an Approved Removed Child Class Member and received \$40,000, and later determined to be an Approved Removed Child Family Class Member entitled to \$126,000, they will receive the additional \$86,000 to ensure they have received in total the higher amount that they would have received amongst the classes for which they qualified. Alternatively, if they first qualified as a Caregiving Parent and received \$126,000, their later qualification as a Removed Child Class Member entitled to \$40,000 does not result in a further payment as they have already received the higher amount for which they qualified amongst the two applicable classes.

7.3. The amount payable to a Claimant may be issued in installments, as the applicable classes may not be adjudicated by the Administrator at the same time. The timing of such installment payments will be at the discretion of the Administrator.

8. Additional Information or Multiple Claims Forms for the Same Class / Claims Process

- 8.1. The Administrator commences review of a Claim when a Claims Form is received from the Claimant.
- 8.2. A Claimant may submit to the Administrator, Additional Information for the Administrator's consideration subject to the timelines delineated in this Section 8.
- 8.3. Additional Information may be in the form of, without being limited to, Supporting Documentation, or specific pages from the Claims Form, or a wholly new Claims Form.
- 8.4. The Administrator will accept Additional Information up to the date that is the earlier of: (a) the date on which the Administrator issues the Eligibility Decision letter for the Claimant (i.e., the date stated on the decision letter); and (b) the Ultimate Claims Deadline.
- 8.5. Any Additional Information received after the date of the Eligibility Decision letter will not be accepted for the purposes of the Administrator's determination of the Claim. However, such information will be provided to the Third-Party Assessor, where applicable, if the Claimant has submitted a Request for Appeal Form in accordance with the Appeal Process outlined in Section 6.
- 8.6. For greater clarity, the receipt of Missing Information, where applicable, (which is different from Additional Information) is subject to different timelines as outlined in Section 2.

9. Claims Period and Claims Deadlines

- 9.1. The Launch Date for the Removed Child and Removed Child Family Class under this Claims Process will be no later than six (6) months from the Claims Process Approval Date.
- 9.2. The Claims Deadline will be identified and communicated by the Administrator once the Launch Date is known based on the following:
 - A. Adults: For Class Members who have reached the Age of Majority on Launch Date, the Claims Deadline is three (3) years from the Launch Date.
 - B. Minors: For Class Members who have not reached the Age of Majority on Launch Date, the Claims Deadline is three (3) years after the date on which the Class Member reaches the Age of Majority.
 - C. Deceased Minors: For Class Members who have not reached the Age of Majority on the Launch Date, and who died after the Launch Date, but prior to reaching the Age of Majority, the Claims Deadline is three (3) years from their date of death.
 - D. Deceased Adults and Minors: For Class Members who died before the Launch Date, the Claims Deadline is three (3) years from the Launch Date.

9.3. The following is a Summary of the Claims Deadlines (i.e., the time period in which Claimants may submit a Claims Form to the Administrator):

	Adult on Launch Date	Minor on Launch Date
If the Claimant is alive on Launch Date	(a) 3 years from Launch Date	(b) 3 years from Age of Majority
If the Claimant died before Launch Date	(a) 3 years from Launch Date	(a) 3 years from Launch Date
Minors only: If the Claimant is alive and Minor on Launch Date, but died after Launch date while a Minor	n/a	(c) 3 years from date of death

10. Claims Deadline Extensions

- 10.1. A Claimant must submit a Claims Form to the Administrator within the applicable deadlines described in Section 9.
- 10.2. A Claimant facing extenuating personal circumstances may be entitled to relief from strict application of the Claims Deadline, and be approved for a Claims Deadline Extension up to 12 months after the Claims Deadline.
- 10.3. The Administrator will individually consider and determine requests by a Claimant facing extenuating personal circumstances for the Extension of the Claims Deadline prescribed for each class in Section 9.
- 10.4. Extenuating personal circumstances include and are not limited to the following situations preventing a Claimant from submitting a Claims Form to the Administrator within the prescribed deadlines (SA.1.01):
 - A. Personal circumstances: physical or psychological illness, homelessness, incarceration, addiction; or
 - B. Community-based circumstances personally impacting the Claimant: epidemics, community internet connectivity, pandemics, natural disasters, community-based emergencies or service disruptions at a national, regional, or community level.
- 10.5. The Administrator will develop a process by which such Request for Deadline Extension Forms are submitted, reviewed and adjudicated, including the format and content of the Request for Deadline Extension Form. The Request for Deadline Extension Form will be made available to Claimants by the Administrator.
- 10.6. The Request for Deadline Extension Form:
 - A. Requires a Claimant to provide details as to why the Claims Deadline Extension is being requested and specify the circumstances that led to the Claims Deadline not being met; and

- B. Must be completed by an individual Claimant (or their representative in accordance with Section 11) and identify the personal circumstances experienced by the individual Claimant that prevented them from submitting the Claims Form before the Claims Deadline, even if the circumstances impacted more than one individual. For greater clarity, community or group submissions of Request for Deadline Extension Forms are not permitted; and
- C. Must be submitted to the Administrator, supported by sufficient supporting documentation or facts, as directed by the Administrator.

10.7. Where a Claims Form is submitted to the Administrator after the Claims Deadline, and without a Request for Deadline Extension Form, the Administrator will issue a Missed Claims Deadline Notice to the Claimant, indicating that they missed the Claims Deadline and must submit a Request for Deadline Extension Form.

10.8. The Claims Deadline cannot in any event be extended by more than twelve (12) months from the Claims Deadline. Claimants who submit Claims Forms to the Administrator after the twelve (12) months following the Claims Deadline will receive a Denial of Eligibility Letter and/or a Refusal of Request for Deadline Extension Letter.

10.9. In order to receive a Claims Deadline Extension, a Claimant must deliver to the Administrator a complete Request for Deadline Extension Form no later than twelve (12) months after the Claims Deadline. Irrespective of when the Request for Deadline Extension Form is received by the Administrator, the Claims Form must be received no later than twelve (12) months after the Claims Deadline in order to be considered. For greater clarity, Claims Forms are designed to be inclusive of the Request for Deadline Extension Form where applicable such that both are submitted at the same time, and in no event later than twelve (12) months after the Claims Deadline in order to be considered.

10.10. In the event of a dispute between the Claimant and the Administrator of whether the Request for Deadline Extension Form was delivered to the Administrator at all or delivered in accordance with the Claims Process (timeframe and format), the Administrator will have the discretion to apply a process to assess such circumstances to determine whether the Claimant may be eligible for a Claims Deadline Extension.

10.11. Following receipt of a complete Deadline Extension Request Form, within the prescribed timeframe, and with all required elements, as outlined on the Request for Deadline Extension Form, the Administrator will issue to the Claimant, in accordance with SA.5.02(4), either:

- A. An Acceptance of Request for Deadline Extension; or
- B. A Refusal of Request for Deadline Extension, with reasons and direction where the Claimant is permitted to appeal the Administrator's decision (SA.5.02(6)(c)), in accordance with Section 6.

10.12. The Administrator's acceptance or refusal determination on a Request for Deadline Extension Form at first instance, where the Claimant has not appealed to the Third-

Party Assessor, or by the Third-Party Assessor on Appeal, will be final and not subject to judicial review, further appeal or any other remedy by legal action.

11. Claims by Representatives

11.1. General

- 11.1.1. A Claimant who is either a living Person Under Disability or deceased may, in the following circumstances, have their Claims Form filed by one of the following representatives, in accordance with the terms of the Settlement Agreement:
 - A. Personal Representative (applicable to a living Claimant who is a Person under Disability): For example, where a Claimant is represented by an individual Power of Attorney (POA), Public Guardian and Trustee, or the Administrator of Property where one has been appointed by ISC.
 - B. Other representative (applicable to a deceased Claimant): an individual named in a grant of authority, or heirs as defined in SA 14.05 ("Heir" or "Heirs") or, certain eligible child(ren) or grandchild(ren), if and as applicable.
- 11.1.2. Where a Claims Form is submitted on behalf of a Claimant by a representative under this Section 11, all sections in this Claims Process that apply to the Claimant also apply to the representative because the representative is acting as Claimant and on behalf of the Claimant (example: Claims Deadlines), unless specific exceptions apply.
- 11.1.3. The Administrator will assess competing Claims and the sufficiency of Supporting Documentation to determine a person's right to act as a representative.
- 11.1.4. Where the Administrator determines that the person who submitted a Claims Form on behalf of a Claimant is not an eligible type of representative, and therefore cannot act on behalf of the Claimant for the purposes of the Settlement Agreement and Claims Process, the Administrator will issue a Denial of Representation to that person.
- 11.1.5. Additional guidance and instructions may be included in the Claims Form.

11.2. Representatives Claiming on Behalf of Minors

- 11.2.1. Claims by representatives on behalf of Minors are not permitted.
- 11.2.2. The Administrator will apply Section 1 guidelines to Claims Forms submitted by representatives on behalf of Claimants to determine whether a Claims Form has been submitted in accordance with this Claims Process.

11.3. Personal Representatives Claiming on Behalf of Living Persons under Disability

- 11.3.1. This Section applies to: Personal Representatives of living Removed Child Class Members and living Removed Child Family Class Members.
- 11.3.2. A Personal Representative is the person appointed, or designated by operation of the law, pursuant to the applicable provincial, territorial or federal legislation to manage or make reasonable judgments or decisions in respect of the affairs of a Person Under Disability who is an eligible Claimant and includes an administrator for property (SA.1.01). This may include, for example, someone named as Power of Attorney, appointed by ISC as an Administrator of Property, appointed by a court representation order, or a Public Guardian and Trustee.
- 11.3.3. A Person Under Disability who has reached the Age of Majority is an individual who is unable to manage or make reasonable judgments or decisions in respect of their affairs by reason of mental incapacity including those for whom a Personal Representative has been appointed, where an Administrator of Property has been appointed by ISC, or where a representative has been designated by operation of the law, pursuant to the applicable provincial, territorial or federal legislation (SA.1.01).
- 11.3.4. A Personal Representative may submit a Claim on behalf of a Claimant who is a Person Under Disability at the time of submission, or becomes a Person Under Disability prior to the receipt of compensation (SA.14.01).
- 11.3.5. Supporting Documentation: In addition to the requirements applicable to the Claimant, the Personal Representative must provide the Administrator with sufficient and appropriate documentary evidence of legal appointment as Personal Representative over the Claimant's property/finances, satisfactory to the Administrator. Such evidence may include for example: (1) a signed Power of Attorney ("POA") or protection mandate, or (2) a Provincial or Territorial court appointment order (including appointment of a Public Guardian and Trustee), or (3) or a Federal Appointment Order for the Administrator of Property.
- 11.3.6. Payments issued for Claimants who are Persons Under Disability will be made payable to the Claimant, to the attention of Personal Representative, unless otherwise prescribed by the applicable appointment order.
- 11.3.7. Additional requirements, guidance and instructions may be included in the Claims Form applicable to Persons Under Disability.

11.4. Representatives On Behalf of Deceased Removed Child Class Claimants

- 11.4.1. This Section applies to representatives of deceased Removed Child Class Members.
- 11.4.2. The compensation amount for a deceased Removed Child Class Member will be issued in accordance with SA.14.02.

- 11.4.3. A Caregiving Parent or Caregiving Grandparent who is excluded from compensation under SA.6.04(4) or SA.7.03(2) due to Abuse will not receive compensation in relation to the deceased Associated Removed Child (SA.14.05(7)).
- 11.4.4. Claims submitted by representatives who are confirmed under a grant of authority will take priority over Claims from representatives who cannot be confirmed under a grant of authority (SA.14.05(3)).
- 11.4.5. Where a grant of authority does not exist or has not been provided to the Administrator within applicable deadlines, the Administrator will adjudicate the eligible Class Member's Claim in accordance with the priority level of Heirs as detailed in Section 11.6, Table 4 (SA.14.05(3)). For greater clarity, the priority levels outlined in SA.14.05(3) will govern the application of this section of the Claims Process irrespective of any future amendments to the priority levels of heirs outlined in the *Indian Act*.
- 11.4.6. **Grant of Authority:** Documentation where a grant of authority exists and has been provided to the Administrator within applicable deadlines (SA.14.04):
- A. In addition to the Removed Child Eligibility Requirements and other terms applicable to the Deceased Child Claimant as outlined in Section 4, the representative must provide the Administrator with sufficient and appropriate documentary evidence of grant of authority/legal appointment as representative for the Claimant (SA.14.04). Such evidence will include: evidence that the Claimant is deceased and evidence of date of death, together with evidence of legal authority to receive compensation on behalf of the estate of the eligible deceased Claimant, in accordance with SA.14.04(3)(c). Further direction on the type of evidence required may be provided by the Administrator.
 - B. Compensation payments issued for the estates of deceased Removed Child Class Members will be made payable to "the estate of" the name of the deceased Claimant, to the attention of the representative. Further direction on the issuance of compensation payment may be provided by the Administrator, subject to payment options available to the Claimant.
- 11.4.7. **Heirs:** Documentation where a grant of authority does not exist or has not been provided to the Administrator within the applicable deadlines (SA.14.05):
- A. In addition to the Removed Child Eligibility Requirements and other terms applicable to the deceased Claimant as outlined in Section 4, the representative must provide the Administrator with sufficient and appropriate evidence to substantiate their ability to act as a representative in this Claims Process, including their relationship to the Claimant. Further direction on the type of evidence required may

be provided by the Administrator, and may include, without being limited to:

- i. Evidence that the Claimant is deceased and date of death; and
 - ii. Evidence (in the form prescribed by the Administrator), that there is no grant of authority in place for the deceased Claimant; and
 - iii. Evidence of relationship to the deceased Claimant; and
 - iv. A list of all living individuals (if any) at each priority level of Heirs (if applicable).
- B. Eligibility for compensation payments will be assessed upon the expiry of the Ultimate Claims Deadline, once all potential representatives have had the opportunity to submit a Claims Form on behalf of the deceased Removed Child Class Member to the Administrator, within the Claims Deadline as outlined in Section 9.
- C. Compensation payments issued for approved deceased Removed Child Class Members will be made payable in the name of the eligible Heir(s) who have submitted a Claims Form and were approved for payment by the Administrator, in accordance with SA.14.05, see Table 3 in Section 11.6. Further direction on format of issuance of compensation payment may be provided by the Administrator, subject to payment options available to the Claimant.
- D. Disputes with respect to priority of Heirs will be determined by the Administrator on the basis of information available to the Administrator.
- E. The Administrator will adjudicate a Claim made under Section 11.4.7 at the expiry of the Ultimate Claims Deadline, only after:
- (i) The Administrator has determined that no grant of authority has been filed with the Administrator, nor Canada has advised the Administrator that Canada has appointed an estate executor/administrator under SA.14.05(4), SA.14.05(5) and SA.14.05(6); and
 - (ii) The priority of other Heirs who have submitted Claims is determined under SA.14.05(3); and
 - (iii) Any disputes with respect to the priority of Heirs is determined by the Administrator (if applicable).

11.5. Representatives of Deceased Approved Removed Child Caregiving Parents and Caregiving Grandparents (SA.14.03)

- A. This Section applies to representatives of deceased Caregiving Parents and Caregiving Grandparents within the Removed Child Family Class.

- B. The compensation amount for deceased Caregiving Parents or Caregiving Grandparents will be administered in accordance with SA.14.03.

11.5.1. Deceased Caregiving Parents and Caregiving Grandparents of Removed Child Class Members who were in care off-Reserve with Non-Family during January 1, 2006 – March 31, 2022 (Scenario 1 in Section 11.6 Table 3)

- A. A representative may submit a Claims Form for a deceased Caregiving Parent or Caregiving Grandparent of a Removed Child Class Member who was in care off-Reserve with non-Family anytime during the period from January 1, 2006 to March 31, 2022. Such representatives include, and are limited to, the following as applicable: (i) a representative under a grant of authority, or (ii) if no grant of authority exists, the highest priority living Heir(s), or (iii) that Caregiving Parent or Caregiving Grandparent's living child or grandchild, respectively. The Administrator will require appropriate evidence of authority to act as a representative for the deceased Caregiving Parent or Caregiving Grandparent in order to proceed with the review and adjudication of the Claims Form.
- B. Irrespective of the type of representative who submitted the Claims Form to the Administrator, only the deceased Caregiving Parent or Caregiving Grandparent's living child(ren) or grandchild(ren), respectively, will receive compensation, if eligible, where a Claim by a representative is approved for a deceased Caregiving Parent or Caregiving Grandparent described in Section 11.5.1(A).
- C. The Administrator will review the Claims Form having regard to the following:
 - i. Only living children or grandchildren of the deceased Caregiving Parent or Caregiving Grandparent are eligible for compensation: the deceased Caregiving Parent Claimant's living child or children or deceased Caregiving Grandparent Claimant's living grandchild / grandchildren, irrespective of whether another individual(s) has been appointed to represent the Estate (if there is one) (SA.14.03);
 - ii. Format of compensation: payment is made directly to the eligible living child or grandchild (i.e., in the name of the eligible child or grandchild, to the attention of the eligible child or grandchild). Where the child or grandchild is a Minor, payment will be issued once the Minor reaches the age of majority;
 - iii. Allocation of compensation: pro-rata for each eligible living child or grandchild;
 - iv. Timeline for quantification of payment for each recipient: After the Ultimate Claims Deadline (Section 9), the Administrator will:
 - a. Assess eligibility of the Claim in accordance with Section 5 for the Deceased Caregiving Parent(s)/Caregiving Grandparent(s); and

- b. Assess, if the Caregiving Parent or Caregiving Grandparent is eligible, the total number of living children or grandchildren who have been identified for the Deceased Caregiving Parent or Caregiving Grandparent in order to confirm the child(ren)/grandchild(ren)'s relationship to the deceased Caregiving Parent or Caregiving Grandparent.
- v. Documentation required from an eligible living child or grandchild in order to receive compensation (if otherwise eligible):

In addition to the requirements applicable to the deceased Caregiving Parent or Caregiving Grandparent Claimant (Section 5), the representative must provide the Administrator with sufficient and appropriate evidence to substantiate their ability to act as a representative, including eligible child or grandchild's relationship to the Claimant (SA.14.04). Further direction on the type of evidence required may be provided by the Administrator, and may include, without being limited to:

- a. Confirmation that deceased Caregiving Parent or Caregiving Grandparent Claimant is of a Removed Child Class Member in care off-Reserve with non-Family during January 1, 2006 – March 31, 2022; and
- b. Evidence that the Claimant is deceased and date of death; and
- c. Evidence of eligible living child or grandchild's relationship to the Claimant.

11.5.2. Deceased Caregiving Parents and Grandparents of Removed Child Class Members other than those captured in Section 11.5.1 (i.e., Scenario 2 in Section 11.6 Table 3)

- A. This section applies to deceased Caregiving Parents or Caregiving Grandparents of Removed Child Class Members who are not included in Section 11.5.1.
- B. No compensation permitted - Deceased Caregiving Parent or Caregiving Grandparent listed in A above in this section are not eligible for compensation except in C below (SA.14.03(3)).
- C. Compensation may be permitted – A deceased Caregiving Parent or Caregiving Grandparent under this section may be eligible for compensation only if the Claimant submitted a complete Claim while the Claimant was alive, in accordance with this Claims Process and before the Claims Deadline. For greater clarity, where applicable, the Administrator may apply Section 2 provisions to request Missing Information if a Claims Form submitted by the Claimant while they were alive is determined to be an Incomplete Claims Form. Where applicable, representatives of the deceased Caregiving Parent or Caregiving Grandparent will be required to provide the Missing Information to the Administrator in accordance with the timelines outlined in Section 2.

Representatives may be either: (i) confirmed under a grant of authority, or (ii) if no grant of authority exists, the highest priority living Heir(s) (SA.14.05).

Where approved as eligible, compensation will be made in accordance with SA.14.04 (where a grant of authority exists) or SA.14.05 (where a grant of authority does not exist) as follows:

- i. Claims submitted by representatives who are confirmed under a grant of authority will take priority over representatives who cannot be confirmed under a grant of authority (SA.14.05(3)).
- ii. Where a grant of authority does not exist or has not been provided to the Administrator within applicable deadlines, the Administrator will adjudicate the eligible Class Member's Claim in accordance with the priority level of Heirs detailed in Section 11.6, Table 4 (SA.14.05(3)). For greater clarity, the priority levels outlined in SA.14.05(3) will govern the application of this section of the Claims Process irrespective of any future amendments to the priority levels of heirs outlined in the *Indian Act*.
- iii. **Grant of Authority:** Documentation where a grant of authority exists and has been provided to the Administrator within applicable deadlines (SA.14.04):

In addition to the requirements applicable to the Deceased Removed Child Caregiving Parent or Caregiving Grandparent Claimant (Section 5), the representative must provide the Administrator with sufficient and appropriate evidence of a grant of authority (SA.14.04). Further direction on the type of evidence required may be provided by the Administrator, and may include, without being limited to:

- a. Evidence that the deceased Claimant meets the requirements in Section 11.5.2.C above; and
- b. Evidence that Claimant became deceased after submitting a Claim and their date of death; and
- c. Evidence of legal authority to receive compensation on behalf of the estate of the eligible deceased Claimant, in accordance with SA.14.04(3)(c).

Compensation payments issued for the estates of deceased Removed Child Caregiving Parent or Caregiving Grandparent Claimants under this section will be made payable to "the estate of" the name of the deceased Claimant to the attention of representative. Further direction on the issuance of compensation payment may be provided by the Administrator, subject to payment options available to the Claimant.

- iv. **Heirs:** Documentation where a grant of authority does not exist or has not been provided to the Administrator within applicable deadlines (SA.14.05):

In addition to the requirements applicable to the Deceased Removed Child Caregiving Parent or Caregiving Grandparent Claimant (Section 5), the representative must provide the Administrator with sufficient and appropriate Supporting Documentation to substantiate their right to act as a representative for the purposes of this Claims Process, including their relationship to the Claimant. Further direction on the type of evidence required may be provided by the Administrator, and may include, without being limited to:

- a. Evidence that deceased Claimant meets the requirements in Section 11.5.2.C above; and
- b. Evidence that Claimant became deceased after submitting a Claim and their date of death; and
- c. Evidence (in the form prescribed by the Administrator), that there is no grant of authority in place for the deceased Claimant; and
- d. Evidence of relationship to the deceased Claimant; and
- e. A list of all living individuals (if any) at each priority level of Heirs (if applicable).

Eligibility for compensation payments will be assessed upon expiry of the Ultimate Claims Deadline, once all potential representatives have had the opportunity to submit a Claims Form on behalf of the deceased Claimant to the Administrator, within the Claims Deadline as outlined in Section 9.

Compensation payments issued for the approved deceased Claimant will be made payable in the name of the eligible Heirs who have submitted a Claims Form and were approved for payment by the Administrator, in accordance with (SA.14.05), see Table 3 in Section 11.6. Further direction on format of issuance of compensation payment may be provided by the Administrator, subject to payment options available to the deceased Claimant.

Disputes with respect to priority of Heirs will be determined by the Administrator on the basis of information available to the Administrator.

The Administrator will adjudicate a Claim made under Section 11.5.2.iv at the expiry of the Ultimate Claims Deadline, only after:

- (i) The Administrator has determined that no grant of authority has been filed with the Administrator, nor Canada has advised the Administrator that Canada has appointed an

estate executor/administrator under SA.14.05(4), SA.14.05(5) and SA.14.05(6); and

- (ii) The priority of other Heirs who have submitted Claims is determined under SA.14.05(3); and
- (iii) Any disputes with respect to priority of Heirs is determined by the Administrator (if applicable).

11.6. Supplemental schedules for Section 11 (Representatives)

Table 1: Personal Representative Types – **Living Persons Under Disability**

Personal Representative Types for Living Claimants – Persons Under Disability		
Type of Personal Representative	Living Removed Child Claimant	Living Removed Child Caregiving Parent or Caregiving Grandparent Claimant
<ul style="list-style-type: none"> • Power of Attorney (POA) or protection mandate 	✓	✓
<ul style="list-style-type: none"> • Provincial or Territorial court appointment order including: appointment of a Public Guardian and Trustee; or • Federal Appointment Order of an Administrator of Property by ISC 	✓	✓

Table 2: Representative Types – **Deceased** Removed **Children**

Representative Types for Deceased Removed Children	
Type of representative	Deceased Removed Child Claimant
1 st priority if present - grant of authority – Estate Process <ul style="list-style-type: none"> • e.g., will, letter of administration etc. 	✓
2 nd priority if no grant of authority – Heirs Process (Table 4)	✓

Table 3: Representative Types – Deceased Removed Child Caregiving Parents or Caregiving Grandparents

Types of Representative / Recipients of compensation for Deceased Eligible Removed Child <u>Caregiving Parent or Caregiving Grandparent</u>		
Claimant Characteristics: Permitted Scenarios³	Scenario 1	Scenario 2
Complete Claim Submitted by Caregiving Parent or Caregiving Grandparent while alive? ¹	Yes or No	Yes
Claimant’s Associated Removed Child or Grandchild was in care at any time during ² :	2006-2022 ²	All others
Claimant’s Associated Removed Child or Grandchild was placed On-Reserve or Off-Reserve:	OFF Reserve	
Claimant’s Associated Removed Child or Grandchild was placed with Family or Non-Family:	Non-Family	
Types of Permitted Representatives / Recipients of compensation Based on Claimant Characteristics listed above		
1st priority if grant of authority present: Estate Process (e.g., will); OR	✓	✓✱
2nd priority if no grant of authority: Heirs Process (Table 4); OR	✓	✓✱
Eligible child or grandchild: All living child(ren) of deceased Caregiving Parent or living grandchild(ren) of deceased Caregiving Grandparent	✓✱	X
Settlement Agreement reference:	SA.14.03(1) SA.14.03(2)	SA.14.03(3)
<p>Notes:</p> <ul style="list-style-type: none"> ▪ Note 1: For deceased Caregiving Parent or Caregiving Grandparent Claimants, if a complete Claim was not received while Claimant was alive, no compensation will be paid in respect of the Claimant (SA.14.03(3)) unless the Associated Removed Child was in care Off-Reserve with Non-Family during January 1, 2006 to March 31, 2022. ▪ Note 2: Scenario 1 timeframe: at least some of the time in care was during January 1, 2006 to March 31, 2022 Scenario 2 timeframe: in care any time during April 1, 1991 to March 31, 2022 ▪ Note 3: All other scenarios mean that a representative of a Deceased Removed Child Caregiving Parent or Caregiving Grandparent will not be eligible to submit a Claims Form. ▪ ✓ = This type of representative is <u>permitted</u> to submit the Claims Form on behalf of the Claimant. ▪ X = This type of representative is <u>not permitted</u> to submit the Claims Form or receive payment on behalf of the Claimant, unless they fall into one of other permitted types. ▪ ✱ = This type of representative is <u>permitted to receive payment</u> (for themselves or Estate, as applicable) if eligible. 		

Table 4: Heir Priorities (SA.14.05(3))

Priority Heir #	Category of Relationship of Heir to deceased Removed Child Claimant or Caregiving Parent or Caregiving Grandparent Claimant (limited) - Only one category permitted	Allocation of compensation
1	<p>Spouse at the time of Claimant's death. Spouse means:</p> <ul style="list-style-type: none"> ▪ Legally married; or ▪ Not married but common law for at least one year at the time of death; or ▪ Not married but have a relationship of permanence as parents of a child 	100% to the surviving spouse
2	<p>Child or Children</p> <ul style="list-style-type: none"> ▪ Alive at the time Claim is submitted to Administrator ▪ No identified living spouse 	Pro-rata
3	<p>Grandchild or grandchildren</p> <ul style="list-style-type: none"> ▪ Alive at the time Claim is submitted to Administrator ▪ No identified living spouse, no children 	Pro-rata
4	<p>Parents</p> <ul style="list-style-type: none"> ▪ Alive at the time Claim is submitted to Administrator ▪ No identified living spouse, no children, no grandchildren ▪ Not excluded from compensation due to Abuse of the Child (SA.14.05(7)) 	Pro-rata
5	<p>Sibling(s)</p> <ul style="list-style-type: none"> ▪ Alive at the time Claim is submitted to Administrator ▪ No identified living spouse, no children, no grandchildren, no parents 	Pro-rata
6	<p>Grandparents</p> <ul style="list-style-type: none"> ▪ Alive at the time Claim is submitted to Administrator ▪ No identified living spouse, no children, no grandchildren, no parents, no siblings ▪ Not excluded from compensation due to Abuse of the Child (SA.14.05(7)) 	Pro-rata

12. Other types of Representation and No Assignment

12.1. Non-Class Counsel Legal Professionals

- 12.1.1. No person may collect a fee or disbursement from a Claimant for completing Claims Forms or providing Supporting Documentation (SA.19.04(2)), other than as provided in the Non-Class Counsel Legal Professionals Protocol approved by the Federal Court on November 7, 2023 ("Protocol").
- 12.1.2. The Administrator will process a Claim submitted by Non-Class Counsel Legal Professionals ("Other Counsel") in accordance with the Protocol, once an executed copy of the retainer agreement between Other Counsel and the Claimant is provided, along with all relevant provisions outlined in the Protocol.
- 12.1.3. The Administrator will communicate directly with the Claimant to advise them of the status of their Claim and other information as and when is deemed necessary by the Administrator.

12.2. No Garnishments

- 12.2.1. In accordance with SA.19.04(1) and SA.19.04(3), any compensation to which a Claimant is entitled will be issued to the Claimant directly and not assigned to other entities or individuals that may be seeking access to funds payable to the Claimant, excluding an arrangement with Other Counsel in accordance with Section 12.1, or compensation directed in accordance with an Investment Option(s) available to the Claimant.
- 12.2.2. In cases where individuals, entities, or Garnishors such as, but not limited to creditors or Government agencies (e.g., Canada Revenue Agency, Family Responsibility Office), contact the Administrator directly in respect of funds that were or may be payable to the Claimant, the Administrator will, as appropriate, direct such cases to the SIC for consideration and instructions on next steps (if any).

12.3. Public Guardians and Trustees (PGT) and ISC Estates

- 12.3.1. From time to time, the Public Guardian and Trustee (PGT) or ISC Estates where a federal appointment of Administrator of Property has been made may share information with the Administrator with respect to the individuals that ISC Estates or the PGT represent, including documents in support of such representation, in accordance with a process to be agreed on by Administrator, PGT, ISC Estates, and the plaintiffs.
- 12.3.2. If the PGT or ISC Estates has been legally appointed to represent a Claimant, the PGT's or ISC Estates' representation of the Claimant will take priority above any other representatives.
- 12.3.3. Where there are competing Claims between the PGT, ISC Estates, or other(s), the Administrator will communicate to the other representative(s) that (a) an ISC Estates appointment or (b) the PGT appointment (in that order of priority) exists, and takes priority.
- 12.3.4. Any compensation owing to an eligible Claimant will be sent directly to ISC Estates or the PGT, as the case may be.

- 12.3.5. Any fees associated with ISC Estates or the PGT's representation of the Claimant for the purposes of this Claims Process are the responsibility of ISC Estates or the PGT and will not be addressed by the Administrator as part of this Claims Process or any other process in accordance with the Settlement Agreement.

13. Exceptional Early Payments of Compensation Funds to Minors (SA.6.10)

13.1. Eligibility

- 13.1.1. This provision will be applicable in rare circumstances for Removed Child Class Members who cannot have their Claim adjudicated to determine eligibility or receive compensation in accordance with SA.6.01(4), as they have not reached the Age of Majority.
- 13.1.2. An exceptional early payment may be determined by the Administrator for such individuals, where the following criteria apply:
 - A. The Claimant meets the requirements to be an Approved Removed Child Class Member (SA.6.10(2)(b)), other than age; and
 - B. The Claimant has not yet reached the Age of Majority (SA.6.10(1)) at the time Claim is submitted; and
 - C. The Claimant is suffering from a terminal or severe degenerative life-threatening condition that has placed their life in jeopardy (SA.6.10(2)(b)); and
 - D. The Claimant, or their legal guardian, provides adequate documentation (Section 13.2); and
 - E. Once all of the above A) through D) are deemed satisfied by the Administrator, the Administrator may exceptionally approve the payment of compensation toward the cost of the life-changing or end-of-life wish experience or needs identified by the Claimant, prior to reaching the Age of Majority in accordance with SA.6.10.

13.2. Documentation

- 13.2.1. In accordance with SA.6.10, in order to determine whether an Exceptional Early Payment of Compensation Funds may be issued with respect to the Claimant, the Administrator will require the individual to provide such documentation as is required to assess:
 - A. The Claimant's eligibility; and
 - B. The Claimant's terminal or severe degenerative life-threatening condition; and
 - C. The validity of the Claimant's life-changing or end-of-life experience request identified by the Claimant. In determining the validity of the request, the Administrator will have regard for the circumstances and nature of the request; and

- D. The age and circumstances of the Child and whether the Child needs any protection; and
- E. The approximate cost of the life-changing or end-of-life wish experience.

13.3. Compensation

- 13.3.1. The Administrator will assess a Claimant's eligibility for an Exceptional Early Payment to fund or reimburse the cost of the life-changing or end-of-life experience in an amount up to, but no more than \$40,000, as determined by the Administrator based on the documentation provided to the Administrator (SA.6.10(4)).
- 13.3.2. The Administrator will make the assessment in this Section on an expedited basis commensurate with the Child's circumstances and in the best interest of the Child (SA.6.10(5)).
- 13.3.3. Where a Class Member has received an Exceptional Early Payment and later submits a Claim for compensation, the amounts paid as Exceptional Early Payment will be deducted from that Claimant's total entitlement, if any, to compensation in accordance with the Settlement Agreement. (SA.6.10(6)).
- 13.3.4. Compensation will be issued in the name of the legal guardian of the minor child approved for the Exceptional Early Payment unless otherwise prescribed by relevant supporting documentation provided in respect of the Child's care and guardianship.

Appendix A: Key Characteristics of Removed Child Class

Eligibility Criteria	Removed Child Class
Child must have been removed from their home during this period:	April 1, 1991 to March 31, 2022
Status of Child must be First Nations - in accordance with Settlement Agreement?	Yes – must be First Nations
Child’s removal or placement was carried out by:	Removal by Child Welfare Authority
Child must have been removed from:	Home
Age of Child on date of removal:	Under Age of Majority
Required “Ordinarily Resident” at the time of removal/ placement (location)	In Canada: on Reserve or Yukon
Who must be Ordinarily Resident at the time of removal / placement (individual)	Removed Child or at least one Caregiving Parent or Caregiving Grandparent
Child must have been placed (location of placement)	On or off Reserve
Child must have been placed with (people / institution)	<p>“Out of home Placement”: any Placement funded by ISC such as:</p> <ul style="list-style-type: none"> • Assessment Home, • Non-kin Foster Home, • Paid Kinship Home, • Group Home, • Residential Treatment Facility, • Another ISC-funded placement
Could Child have been placed with family / extended Family?	Yes, but only for funded placements (Paid Kinship Home)
How was placement funded?	Must have been funded by ISC
Base Compensation payment	\$40,000
Enhancement Payment	Eligible based on Enhancement Factors
Total Budget for compensation for Removed Children	\$7.25 billion

Appendix B: Defined Terms – Claims Process

In this Claims Process, the following definitions apply:

1. Terms identified in the Settlement Agreement carry the same meaning as defined in Article 1 of the Settlement Agreement, as reproduced in Appendix C.
2. Terms identified in this Claims Process are defined as follows:
 - **“Acceptance of Request for Deadline Extension”** means a communication by the Administrator to a Claimant that their Request for Deadline Extension has been accepted by the Administrator, and next steps (if any).
 - **“Additional Information”** means information or Supporting Documentation provided by Claimant to Administrator subsequent to initial submission of their Claims Form, separate and apart from Missing Information.
 - **“Appeal Decision”** means any final decision by Third-Party Assessor with respect to an Appeal. The Third-Party Assessor will issue an Appeal Decision in instances where a Claimant submitted a Request for Appeal Form that was not denied by the Administrator via a “Denial of Request for Appeal”.
 - **“Appeal Decision Letter”** means a communication by the Third-Party Assessor to the Claimant, notifying them of the Appeal Decision, with reasons, depending on the nature of the Appeal. The issuance of such communication may be facilitated by the Administrator or the Third-Party Assessor, at the discretion of the Third-Party Assessor.
 - **“Appeal”** means to request or the request itself, of the Claimant, to review the Administrator’s decision with respect to their Claim. An Appeal can be initiated by the Claimant by filling out and submitting to the Administrator a Request for Appeal Form in the format and timeframe as prescribed in the Settlement Agreement and this Claims Process (Section 6).
 - **“Appellant”** means a Claimant who submitted a Request for Appeal Form to the Administrator.
 - **“Approval of Eligibility”** means a final decision by the Administrator confirming that the Claimant is an approved Class Member (with reference to the specific Class type) and therefore may be eligible for compensation in accordance with the Settlement Agreement.
 - **“Approval of Eligibility Letter”** means a communication by the Administrator to a Claimant, notifying them of the Administrator’s final decision confirming that the Claimant is an approved Class Member (with reference to the specific Class type), and, where applicable, next steps.
 - **“Associated Removed Child”** means the Removed Child with respect to whom the Removed Child Family Class member is seeking eligibility as a Caregiving Parent or Caregiving Grandparent.

- **“Claims Deadline Extension”** means an extension of the time that a Claimant is granted to submit a Claims Form to the Administrator, from the three (3) years prescribed under the Settlement Agreement, up to an additional twelve (12) months following the expiry of the three (3) year term applicable to the Class Member, in accordance with Section 9. In order to receive an extension of the Claims Deadline, a Claimant must submit a Request for Deadline Extension Form to the Administrator and receive an Acceptance of Request for Deadline Extension Form by the Administrator or on Appeal by the Third-Party Assessor.
- **“Claims Form”** as defined in the Settlement Agreement and further described in this Claims Process means a designated document made available by the Administrator to be filled out by a Claimant for the purpose of making a Claim for compensation for a designated Class. Each Class has a designated Claims Form such that the information and supporting documentation requested in the Claims Form allow the Administrator to assess whether the Claimant meets the definition of the Class as defined in the Settlement Agreement. A designated Claims Form may also be available for individuals applying on behalf of Claimants.
- **“Claims Helper”** or **“Claims Helpers”** means individuals retained by the Administrator to provide navigational supports to potential Class Members in this Claims Process as outlined out in SA.3.02(1)(j) and Schedule I, *Framework for Supports for Claimants in Compensation Process of the Settlement Agreement*, including assistance with filling out and submission of Claims Forms, Supporting Documentation, Appeals to the Third-Party Assessor and understanding the Claims Process and Settlement Agreement overall including terms of eligibility for each of the types of Class Members included in the Settlement Agreement.
- **“Claims Period”** means the three-year timeframe which expires on the Claims Deadline. The beginning of the Claims Period will vary for Claimants depending on their circumstances, but will commence no earlier than the Launch Date.
- **“Complete Claims Form”** means a Claims Form that provides the Administrator sufficient information about a Claim including any Supporting Documentation requested on the Claims Form and / or separately by the Administrator, to initiate and/or complete the adjudication of the Claim and issue an Eligibility Decision. A Complete Claims Form may result in either an Approval of Eligibility, or a Denial of Eligibility, or an Inconclusive Eligibility decision. The Administrator’s assessment of completeness may differ depending on the Class for which the Claims Form was submitted, whether the Claims Form is for an On-ISC Database Claimant or Off-ISC Database Claimant, whether there is a representative submitting the Claims Form on behalf of the Claimant, and other circumstances specific to the Claimant. The determination of whether a Claims Form is a Complete Claims Form or Incomplete Claims Form is subject to the discretion of the Administrator. Examples of factors affecting the Administrator’s decision include, but are not limited to the Administrator’s ability to identify and confirm: the signature of the Claimant is present where required in the Claims Form; the identity of the Claimant; the relationship of the Family Class Member to the Child Class Member; certain elements of eligibility which cannot be ascertained from information otherwise available to the Administrator; other types of information relevant to each Claims Form and Class.

- **“Confirmation of Receipt”** means a communication by the Administrator to a Claimant that their Claims Form has been received by the Administrator, in the first instance of receipt of a Claims Form for each Class.
- **“Decline of Claims Form for Minor”** means a decision by the Administrator that a Claims Form submitted for or on behalf of a Claimant who is a Minor cannot be reviewed because it was submitted when the Claimant was more than two years prior to the Age of Majority.
- **“Denial of Eligibility”** means a final decision by the Administrator confirming that the Claimant is not an approved Class Member (with reference to the specific Class type) and therefore not eligible for compensation in accordance with the Settlement Agreement.
- **“Denial of Eligibility Letter”** means a communication by the Administrator to a Claimant, notifying them of the Administrator’s Denial of Eligibility decision, along with reasons for Denial of Eligibility, and, where applicable, next steps.
- **“Denial of Representation”** means a decision by the Administrator that the individual who submitted a Claims Form on behalf of a Claimant is not an eligible type of representative and therefore cannot act on behalf of the Claimant for the purposes of the Settlement Agreement and Claims Process.
- **“Denial of Request for Appeal”** means a communication by the Administrator to a Claimant, notifying them that their Request for Appeal was denied and will not be submitted to the Third-Party Assessor. Administrator will issue a Denial of Request for Appeal in instances where a Request for Appeal Form was not submitted to the Administrator in accordance with the terms of the Settlement Agreement and/or this Claims Process, including but not limited to, missing the 60-day deadline to Appeal or request an Appeal for reasons where an Appeal is not permitted. Where a Denial of Request for Appeal is issued by the Administrator, the decision of the Administrator is final and binding with no further option to appeal.
- **“Final Notice for Missing Information Letter”** means a communication by the Administrator to a Claimant, sent by verifiable means (verifiable means mailing option to be used only where valid mailing address available for Claimant), notifying them that they have not provided Missing Information as requested in the Missing Information Letter(s) previously sent by the Administrator.
- **“Incomplete Claims Form”** means a Claims Form and any Supporting Documentation requested on the Claims Form and/or separately by the Administrator, that does not provide the Administrator sufficient information about a Claim for the Administrator to conclude it to be a Complete Claims Form. An Incomplete Claims Form will result in a Request for Missing Information sent by the Administrator to the Claimant. The Administrator’s assessment of completeness may differ depending on the Class for which the Claims Form was submitted, whether the Claims Form is for an On-ISC Database Claimant or Off-ISC Database Claimant, and other circumstances specific to the Claimant. The determination of whether a Claims Form is a Complete Claims Form or Incomplete Claims Form is subject to the discretion of the Administrator.
- **“Inconclusive Eligibility”** means a temporary decision by the Administrator that a conclusive determination of whether the Claimant is an approved Class Member cannot

be reached. The Administrator arrives at an Inconclusive Eligibility determination where, for example, a Removed Child Class Claimant or the Removed Child Class Member associated with the Removed Child Family Class Claimant cannot be located on the ISC Database, and more information is required.

- **“Inconclusive Eligibility Letter”** means a communication by the Administrator to a Claimant, notifying them of the Administrator’s Inconclusive Eligibility determination, with instructions for next steps, if any. A Claimant who receives an Inconclusive Eligibility Letter will ultimately receive either an Approval of Eligibility Letter or Denial of Eligibility Letter, once the Administrator is able to finalize relevant adjudication procedures and issue a final decision on whether a Claimant is an approved Class Member (with reference to the specific Class type).
- **“Indian Registry Database”** means a confidential database of records that identify certain details of Indian Registry members, such as parental and grandparent relationship, and First Nation membership status. Canada will provide the Indian Registry Database to the Administrator to be used exclusively and relied upon by the Administrator for the purpose of administering the Claims Process. The Administrator may not provide any data or records included in the Indian Registry Database to any party.
- **“Investment Option(s)”** means the choice(s) available to an eligible Claimant to invest the compensation received in accordance with the Settlement Agreement as opposed to receiving a direct payout. Investment Options include structured settlements and/or such other investment option(s) as is recommended by the Investment Committee and approved by the SIC. Investment Options may be applied to the entire amount or a portion of the compensation for which the Claimant is eligible under the Settlement Agreement.
- **“ISC Database”** means a confidential database of records that identify certain details of removal for certain individuals who may be Removed Child Class Members, where the removal and placement was funded by ISC. Canada will provide the ISC Database to the Administrator to be used exclusively and relied upon by the Administrator for the purpose of administering the Claims Process. The Administrator may not provide any data or records included in the ISC Database to any party.
- **“Launch Date”** means the date when this Claims Process for the Removed Child Class and Removed Child Family Class will commence, such that Class Members will be able to submit a Claim to the Administrator by filling out and submitting a Claims Form.
- **“Minor”** means a person who has not reached the Age of Majority in the province or territory where they reside, attached hereto as Appendix D.
- **“Missed Claims Deadline Notice”** means a communication by the Administrator to a Claimant who submitted a Claims Form after the Claims Deadline, and must submit a Request for Deadline Extension Form for the Administrator to review in accordance with the Claims Process before their Claims Form can be assessed.
- **“Missing Information”** means specific information and/or Supporting Documentation not provided by a Claimant to the Administrator, but determined by the Administrator as required to complete the Claims Form, in order to commence and/or complete the

adjudication process and issue an Approval of Eligibility Letter, or a Denial of Eligibility Letter, or an Inconclusive Eligibility Letter.

- **“Non-Class Counsel Legal Professional”** is a lawyer, notary or other similar legal professional who is not Class Counsel and has been retained by a Claimant for the purpose of participating in the Settlement. Such legal professionals are subject to the court-approved Non-Class Counsel Legal Professionals Protocol (“Protocol”).
- **“Notification of Compensation”** means a communication by the Administrator to a Claimant, of type(s) of compensation Claimant may be eligible for and any relevant instructions. Where applicable, the communication may be issued in multiple instances for one Claimant, if compensation is issued in tranches, and where Claimant may be eligible for multiple types of compensation such as, but not limited to, Base Compensation, Enhancement Payment, Interest Payments. Where applicable, Notification of Compensation will include options to receive some or all of the compensation as a direct payout or an Investment Option, as well as available financial literacy supports.
- **“Off-ISC Database Claimant”** means a Removed Child Class Claimant who cannot be located on the ISC Database, or the Removed Child Family Class Claimant where the Associated Removed Child Class Member cannot be located on the ISC Database.
- **“On-ISC Database Claimant”** means a Removed Child Class Claimant who can be located on the ISC Database, or the Removed Child Family Class Claimant where the Associated Removed Child Class Member can be located on the ISC Database.
- **“Refusal of Request for Deadline Extension”** means a communication by the Administrator to a Claimant that their Request for Deadline Extension has been refused by the Administrator, with reasons and next steps (if any).
- **“Request for Appeal Form”** means a Form designed by the Administrator and made available to Claimants, for the purpose of appealing a decision of the Administrator. A Request for Appeal Form may only be completed and submitted to the Administrator for the specific instances where an Appeal is permitted in accordance with the Settlement Agreement and this Claims Process (Section 6).
- **“Request for Deadline Extension Form”** means a designated form made available by the Administrator to be filled out by a Claimant for the purpose of making a request for a Claims Deadline Extension, in accordance with Section 10. To the extent possible and practical, the Request for Deadline Extension Form will be integrated into the Claims Form to avoid a multiplicity of forms. The SIC may provide further direction to the Administrator on the Claims Deadline Extension process (SA.3.02(1)(p)).
- **“Request for Missing Information”** means a communication by the Administrator to a Claimant, identifying Missing Information with instructions on how to provide to the Administrator.
- **“Ultimate Claims Deadline”** means the conclusion of a four (4) year time period which includes the three (3) year timeframe to submit a Claims Form to the Administrator (Claims Period) and the additional twelve (12) months immediately following the Claims Deadline during which a Claimant may submit a Claims Form if approved by the Administrator, in accordance with Section 9 and Section 10.

Appendix C: Defined Terms – Settlement Agreement

Source: Article 1.01 *Definitions* from the Settlement Agreement (extract of pages 12 to 27)

ARTICLE 1 – INTERPRETATION

1.01 Definitions

In this Agreement, the following definitions apply:

“**Abuse**” means sexual abuse (including sexual assault, sexual harassment, sexual exploitation, sex trafficking and child pornography) or serious physical abuse causing bodily injury, but does not include neglect or emotional maltreatment.

“**Actions**” has the meaning set out in the Recitals.

“**Actuary**” means the actuary or firm of actuaries appointed by the Court on the recommendation of the Settlement Implementation Committee who is, or in the case of a

firm of actuaries, at least one of the principals of which is, a Fellow of the Canadian Institute of Actuaries.

“**Administrator**” means Deloitte LLP, appointed by the Court by order dated August 11, 2022 attached hereto as Schedule B, and any successor(s) for Deloitte LLP appointed from time to time pursuant to this Agreement.

“**AFN Supports**” has the meaning set out in Article 9.

“**Age of Majority**” means the age at which a Class Member is legally considered an adult under the provincial or territorial law of the province or territory where the Class Member resides, attached hereto as Schedule C.

“**Agreement**” means this settlement agreement, including the Schedules attached hereto.

“**Approved Essential Service Class Member**” means a Class Member whose Claim has been approved by the Administrator, or on appeal by the Third-Party Assessor, pursuant to the criteria set in this Agreement.

“**Approved Jordan’s Principle Class Member**” means a Jordan’s Principle Class Member whose Claim has been approved by the Administrator, or on appeal by the Third-Party Assessor, pursuant to the criteria set in this Agreement.

“**Approved Jordan’s Principle Family Class Member**” means a Jordan’s Principle Family Class Member whose Claim has been approved by the Administrator, or on appeal by the Third-Party Assessor, pursuant to the criteria set in this Agreement.

“**Approved Kith Child Class Member**” means a Kith Child Class Member whose Claim has been approved by the Administrator, or on appeal by the Third-Party Assessor, pursuant to Article 7.

“**Approved Kith Family Class Member**” means a Kith Family Class Member whose Claim has been approved by the Administrator, or on appeal by the Third-Party Assessor, pursuant to Article 7.

“**Approved Removed Child Class Member**” means a Removed Child Class Member whose Claim has been approved by the Administrator, or on appeal by the Third-Party Assessor, pursuant to Article 6.

“**Approved Removed Child Family Class Member**” means the Caregiving Parent or Caregiving Grandparent of a Removed Child Class member, whose Claim has been approved by the Administrator, or on appeal by the Third-Party Assessor, pursuant to Article 6.

“Approved Trout Child Class Member” means a Trout Child Class Member whose Claim has been approved by the Administrator, or on appeal by the Third-Party Assessor, pursuant to the criteria set in this Agreement.

“Approved Trout Family Class Member” means a Trout Family Class Member whose Claim has been approved by the Administrator, or on appeal by the Third-Party Assessor, pursuant to the criteria set in this Agreement.

“Assessment Home” means a home designed for an initial short-term placement where the needs of a Child are being assessed in order to match them to a longer term placement.

“Auditors” means the auditors appointed by the Court and their successors appointed from time to time pursuant to the provisions of Article 16.

“Band” has the meaning set out in the *Indian Act*.

“Band List” has the meaning set out in sections 10-12 of the *Indian Act*.

“Banking Facilities” means an investment account or instrument at any single or syndicate of Schedule I Chartered Canadian Banks and their related treasury and custody entities, as approved by the Court.

“Base Compensation” means the amount of compensation (excluding any applicable Enhancement Payment and interest payment) approved by the Court as set out in this Agreement as part of the Claims Process, to be paid to an Approved Removed Child Class Member, an Approved Jordan’s Principle Class Member, an Approved Trout Child Class Member, an Approved Kith Child Class Member, an Approved Removed Child Family Class Member, an Approved Trout Family Class Member, an Approved Jordan’s Principle Family Class Member, or an Approved Kith Family Class Member. Such Base Compensation may be different for different Classes and may be made in more than one installment as the implementation of the Claims Process may require.

“Budget” means each of the budgets set out in Articles 6 and 7.

“Business Day” means a day other than a Saturday or a Sunday or a day observed as a holiday under the laws of the province or territory in which the person who needs to take action pursuant to this Agreement is ordinarily resident or a holiday under the federal laws of Canada applicable in the said province or territory.

“Canada” has the meaning set out in the preamble.

“Caregiving Grandparent” and **“Caregiving Grandparents”** means a biological or adoptive caregiving grandmother or caregiving grandfather of the affected Child who lived with and assumed and exercised parental responsibilities over a Removed Child Class

Member at the time of the removal of the Child, or over a Kith Child Class Member at the time of the involvement of the Child Welfare Authority and the Child's Kith Placement, or over a Jordan's Principle Class Member or Trout Child Class Member at the time of the Delay, Denial or Service Gap with respect to the Child's Confirmed Need for an Essential Service. An adoption in this context means a verifiable provincial, territorial or custom adoption. Relationships of a foster parent or Stepparent to a Child are excluded from giving rise to a Caregiving Grandparent relationship under this Agreement.

"Caregiving Parent" and **"Caregiving Parents"** means the caregiving mother or caregiving father of the affected Child, living with, and assuming and exercising parental responsibilities over a Removed Child Class Member at the time of the removal of the Child, or over a Kith Child Class Member at the time of the involvement of the Child Welfare Authority and the Child's Kith Placement, or over a Jordan's Principle Class Member or Trout Child Class Member at the time of the Delay, Denial or Service Gap with respect to the Child's Confirmed Need for an Essential Service. Caregiving Parent includes the biological parents, adoptive parents or Stepparents for each applicable Class, except as where expressly provided for otherwise in this Agreement. A foster parent is excluded as a Caregiving Parent under this Agreement. An adoption in this context means a verifiable provincial, territorial or custom adoption.

"Certification Orders" mean collectively the order of the Court dated November 26, 2021, certifying the Consolidated Action as a class proceeding and the order of the Court dated February 11, 2022, certifying the Trout Action as a class proceeding, copies of which are attached hereto as Schedules D and E.

"Child" or **"Children"** means an individual under the Age of Majority of the individual's place of residence as set out in Schedule C, Provincial and Territorial Ages of Majority:

- (a) at the time of removal, for the purposes of the Removed Child Class;
- (b) at the time of the involvement of the Child Welfare Authority and the Kith Placement, for the purposes of Kith Child Class; and
- (c) at the time of the Delay, Denial or Service Gap with respect to the individual's Confirmed Need for an Essential Service, for the purposes of the Essential Service Class, the Jordan's Principle Class, and the Trout Child Class.

"Child Welfare Authority" for the purposes of the Kith Child Class means an administrative body that is mandated to prevent and respond to Child maltreatment pursuant to provincial/territorial child welfare legislation and *An Act Respecting First Nations, Inuit and Métis Children, Youth and Families*, S.C. 2019, c. 24.

"Child Welfare Information" for the purposes of the Kith Child Class includes documents, records, case notes, statistics, reports, third party records and any other form

of information produced and/or collected by a Child Welfare Authority in relation to services and supports provided to First Nations Children, youth, and families pursuant to provincial or territorial child and family services legislation.

“Child Welfare Records Technician” means one or more individuals with sufficient expertise in child welfare and administrative information retained by the Administrator on advice of the Settlement Implementation Committee for the purposes of the verification of a Claim under this Agreement through provincial authorities, agencies or other Child Welfare Authorities, including in matters such as the verification of the Claims made by Kith Child Class Members or Kith Family Class Members. Child Welfare Records Technicians may be existing employees of a Child Welfare Authority as well as independent technicians retained pursuant to this Agreement.

“CHRT Interest Accrual Period” means:

- (a) with respect to Approved Removed Child Class Members who were placed off-Reserve with non-Family as of and after January 1, 2006 and their corresponding Approved Removed Child Family Class Members: as of the last day of the calendar quarter of the removal until the Implementation Date;
- (b) with respect to Approved Kith Child Class Members and Approved Kith Family Class Members as of and after January 1, 2006: as of the last day of the calendar quarter of the placement with a Kith Caregiver until the Implementation Date; and
- (c) with respect to Approved Jordan’s Principle Class Members and Approved Jordan’s Principle Family Class Members: as of the last day of the calendar quarter of the Service Gap, Delay or Denial until the Implementation Date.

“Claim” means a claim for compensation made by or on behalf of a Class Member.

“Claimant” means a person who makes a Claim by completing and submitting a Claims Form to the Administrator, or on whose behalf a Claim is made by such Class Member’s Estate Executor, estate Claimant or Personal Representative.

“Claims Deadline” means the date that is:

- (a) three (3) years after the Claims Process Approval Date applicable to each class: for Class Members who have reached the Age of Majority or died before the Claims Process Approval Date applicable to those Class Members;
- (b) three (3) years after the date on which a Class Member reaches the Age of Majority: for Class Members who have not reached the Age of Majority by the time of the Claims Process Approval Date applicable to their class; or
- (c) three (3) years after the date of death: for Class Members who were under the Age of Majority and alive by the time of the Claims Process Approval Date

applicable to their class and who died or die prior to reaching the Age of Majority; or

- (d) an extension of the deadlines in (a)-(c) above by 12 months: for Class Members individually approved on request by the Administrator on the grounds that the Claimant faced extenuating personal circumstances and was unable to submit a Claim as a result of physical or psychological illness or challenges, including homelessness, incarceration or addiction, or due to unforeseen community circumstances such as epidemics, community internet connectivity, pandemics, natural disasters, community-based emergencies or service disruptions at a national, regional or community level.

“Claims Form” means a written declaration in respect of a Claim by a Class Member with Supporting Documentation or such other form as may be recommended by the Administrator and agreed to by the Settlement Implementation Committee.

“Claims Process” means the process, including a distribution protocol, to be further designed and detailed in accordance with this Agreement for the distribution of compensation under this Agreement to eligible Class Members. The Claims Process also includes the Incarcerated Class Members Process and such other processes as may be recommended by the Administrator and experts, agreed to by the Plaintiffs and approved by the Court, for the submission of Claims, determination of eligibility, assessment, verification, determination of possible enhancement, payment of compensation to Class Members, and the role of the Third-Party Assessor. The distribution protocol within the Claims Process may be created and submitted to the Court for approval in one package or in several parts relating to different classes as and when each of such parts becomes ready following the Implementation Date.

“Claims Process Approval Date” with respect to each class means the date on which the distribution protocol in the Claims Process for that class has been approved by the Court.

“Class” means Jordan’s Principle Class, Jordan’s Principle Family Class, Removed Child Class, Removed Child Family Class, Trout Child Class, Trout Family Class, Kith Child Class, Kith Family Class, and Essential Service Class, collectively. Reference to a “class” or “classes” with a lower case “c” is to any of the Jordan’s Principle Class, Jordan’s Principle Family Class, Removed Child Class, Removed Child Family Class, Trout Child Class, Trout Family Class, Kith Child Class, Kith Family Class, or Essential Service Class, as may apply within the context of such reference.

“Class Counsel” means Sotos LLP, Kugler Kandestin LLP, Miller Titerle + Company, Nahwegahbow Corbiere, and Fasken LLP, collectively.

“Class Member” and **“Class Members”** means any one or more individual members of the Class.

“Confirmed Need” means the need of a member of the Jordan’s Principle Class, Trout Child Class or Essential Service Class as confirmed by Supporting Documentation as defined for Essential Service Class, Jordan’s Principle Class, and Trout Child Class.

“Court” means the Federal Court of Canada.

“Cy-près Fund” has the meaning set out in Article 8.

“Delay” means unreasonable delay and it is presumed that delay is unreasonable where a member of the Essential Service Class, Jordan’s Principle Class, or Trout Child Class requested an Essential Service from Canada but they did not receive a determination on their request within 12 hours for an urgent case, or 48 hours for other cases, provided that contextual factors, as specified in the Claims Process, do not suggest otherwise.

“Denial” means where a member of the Essential Service Class, Jordan’s Principle Class, or Trout Child Class requested an Essential Service from Canada and that request was either denied or the member of the Essential Service Class, Jordan’s Principle Class, or Trout Child Class did not receive a response as to acceptance or denial.

“Eligible Deceased Class Member” means:

- (a) a deceased Caregiving Parent or Caregiving Grandparent eligible to receive compensation as a Removed Child Family Class Member (of a Child placed off-Reserve with non-Family as of and after January 1, 2006), a Kith Family Class Member, or a Jordan’s Principle Family Class Member;
- (b) a deceased adult eligible to receive compensation as a Removed Child Class Member, a Kith Class Member, a Jordan’s Principle Class Member, an Essential Services Class Member, or a Trout Class Member; and
- (c) a deceased adult Claimant who submitted a Claim prior to death.

“Eligibility Decision” has the meaning set out in Article 5.02.

“Enhancement Factor” means any objective criterion agreed to by the Plaintiffs and approved by the Court that may be used by the Administrator to enhance the Base Compensation of some members of the Removed Child Class, Jordan’s Principle Class or Trout Child Class.

“Enhancement Payment” means an amount, based on Enhancement Factors, that may be payable to an Approved Removed Child Class Member, an Approved Jordan’s Principle Class Member, or an Approved Trout Child Class Member, in addition to a Base Payment. In determining eligibility for and the quantum of an Enhancement Payment, the

Settlement Implementation Committee may provide guidelines that take into account the amount of interest payment that an Approved Removed Child Class Member or an Approved Jordan's Principle Class Member has received on their Base Compensation, with a view to considering equity or parity amongst Class Members who may receive an interest payment and those Class Members who may not receive an interest payment under this Agreement.

"Essential Service" means a service, product or support that was required due to the Child's particular condition or circumstance, the failure to provide which would have resulted in material impact on the Child, as assessed in accordance with Schedule F, Framework of Essential Services.

"Essential Service Class" means a First Nations individual who did not receive from Canada (whether by reason of a Denial or a Service Gap) an Essential Service relating to a Confirmed Need, or whose receipt of said Essential Service relating to a Confirmed Need was delayed by Canada, on grounds, including but not limited to, lack of funding or lack of jurisdiction, as a result of a jurisdictional dispute with another government or federal governmental department(s) during the period between December 12, 2007 and November 2, 2017 (the **"Essential Service Class Period"**), while they were under the Age of Majority.

"Estate Administrator" includes an executor or administrator appointed or designated under federal, provincial or territorial legislation, as applicable under the circumstances.

"Estate Executor" means the executor, administrator, trustee or liquidator of an Eligible Deceased Class Member's estate.

"Family" includes a parent, stepparent, grandparent, adult sibling, aunt, uncle or adult first cousin of the Child.

"First Nations" in reference to individuals means:

- (a) with respect to all Class Members: individuals who are registered pursuant to the *Indian Act*;
- (b) with respect to all Class Members: individuals who were entitled to be registered under sections 6(1) or 6(2) of the *Indian Act*, as it read as of February 11, 2022 (the latter date of the Certification Orders);
- (c) additionally with respect to the Removed Child Class only: individuals who met Band membership requirements under sections 10-12 of the *Indian Act* by February 11, 2022 (the latter date of the Certification Orders) such as where their respective First Nation community assumed control of its own membership by establishing membership rules and the individuals were found to meet the

requirements under those membership rules and were included on the Band List prior to February 11, 2022;

(d) additionally with respect to the Jordan's Principle Class only: individuals who met Band membership requirements under sections 10-12 of the *Indian Act* pursuant to paragraph (c), above, AND who suffered a Delay, Denial, or Service Gap between January 26, 2016 and November 2, 2017;

(e) additionally with respect to the Jordan's Principle Class only: individuals who were recognized as citizens or members of their respective First Nation prior to February 11, 2022 (the latter date of the Certification Orders) as confirmed by First Nations Council Confirmation, whether under final agreement, self-government agreement, treaties or First Nations' customs, traditions and laws, AND who suffered a Delay, Denial, or Service Gap between January 26, 2016 and November 2, 2017.

"First Nations Council Confirmation" means a written confirmation, the form and contents of which will be agreed upon amongst the Plaintiffs subject to the Court's approval, from a First Nation designed for the purposes of the Claims Process to the effect that an individual is recognized as a citizen or member of their respective First Nation whether under treaty, agreement or First Nations' customs, traditions or laws.

"Framework of Essential Services" is the approach to Essential Services and Confirmed Need, enclosed as Schedule F, Framework of Essential Services, developed with the assistance of experts, and agreed to by the Plaintiffs for the purposes of the Claims Process. The Framework of Essential Services is subject to further piloting by qualified experts and necessary re-adjustments agreed to by the Plaintiffs, or the Settlement Implementation Committee after the Approval of this Agreement.

"Group Home" means a staff-operated home funded by ISC where several Children are living together. Some Group Homes are parent-operated, where a couple with professional youth care training operate a Group Home together.

"Implementation Date" of this Agreement means the later of:

- (a) the day following the last day on which a Class Member may appeal or seek leave to appeal the Settlement Approval Order; or
- (b) the date on which the last of any appeals of the Settlement Approval Order are finally determined.

"Incarcerated Class Members Process" means the process for communicating the Claims Process specifically to Class Members incarcerated in federal penitentiaries, provincial prisons, and other penal and correctional institutions or institutions where

individuals are held involuntarily due to matters such as a lack of criminal responsibility due to a mental disorder.

“**Income Tax Act**” means the *Income Tax Act*, R.S.C. 1985, c. 1 (5th Supp), as amended.

“**Indian Act**” means the *Indian Act*, R.S.C. 1985, c. I-5, as it read as of February 11, 2022 (the latter date of the Certification Orders).

“**Investment Committee**” means an advisory body constituted in accordance with this Agreement and Schedule G, Investment Committee Guiding Principles.

“**ISC**” has the meaning in the Recitals and includes any predecessor or successor department.

“**Jordan’s Principle**” is a child-first human rights principle grounded in substantive equality that protects and promotes the substantive equality rights of all First Nations Children whether resident on- or off-Reserve, including in the Northwest Territories and Yukon. Jordan’s Principle is named in honour of Jordan River Anderson of Norway House Cree Nation and his family.

“**Jordan’s Principle Class**” or “**Jordan’s Principle Class Member**” means an Essential Service Class Member who experienced the highest level of impact (including pain, suffering or harm of the worst kind) associated with the Delay, Denial, or Service Gap of an Essential Service that was the subject of a Confirmed Need. The Parties intend that the way that the highest level of impact is defined, and the associated threshold set for membership in the Jordan’s Principle Class, fully overlap with the First Nations children entitled to compensation under the Compensation Orders.

“**Jordan’s Principle Family Class**” means all persons who are the brother, sister, mother, father, grandmother or grandfather of a member of the Jordan’s Principle Class at the time of Delay, Denial or Service Gap. Amongst the Jordan’s Principle Family Class, only the Caregiving Parents or Caregiving Grandparents may receive direct compensation if otherwise eligible under this Agreement.

“**Jordan’s Principle Post-Majority Beneficiaries**” means the beneficiaries eligible for benefits from the Jordan’s Principle Post-Majority Fund.

“**Jordan’s Principle Post-Majority Fund**” means \$90,000,000 set aside from the Settlement Funds for the benefit of high-needs Approved Jordan’s Principle Class Members necessary to ensure their personal dignity and well-being.

“**Kith Caregiver**” means an adult who is not a member of the Child’s Family, does not live on-Reserve, and who cared for a Kith Child Class Member without receiving any funding in relation to the Child’s Kith Placement.

“Kith Child Class” or **“Kith Child Class Member”** means a First Nations Child placed with a Kith Caregiver in a Kith Placement during the Removed Child Class Period and who meets the conditions specified herein and in Article 7.

“Kith Family Class” or **“Kith Family Class Member”** includes only the Caregiving Parents or, in the absence of Caregiving Parents, the Caregiving Grandparents of an Approved Kith Child Class Member who was placed in a Kith Placement between January 1, 2006 and March 31, 2022 pursuant to the conditions specified herein and in Article 7.

“Kith Placement” means where a First Nations Child resides with a Kith Caregiver outside of the Child’s Family and off-Reserve, and a Child Welfare Authority was involved in the Child’s placement.

“Kith Placement Agreement” means an agreement between a Caregiving Parent or Caregiving Grandparent of a Kith Child Class Member and a Child Welfare Authority relating to a Kith Placement of that Kith Child Class Member.

“Non-kin Foster Home” means any family-based care funded by ISC.

“Non-paid Kin or Community Home” means an informal placement, other than a Kith Placement, that has been arranged within the family support network, and the Child Welfare Authority does not have temporary custody and the placement is not funded by ISC.

“Northern or Remote Community” means a community as agreed upon by the Plaintiffs and set out in the Claim Process.

“Notice Plan” means the notice plan to be approved by the Court for dissemination of notices to Class Members.

“Ongoing Fees” has the meaning set out in Article 17.03.

“Opt-Out” means: (a) the delivery by a Class Member to the Administrator of the Opt-Out Form with the intention of being removed from the Actions before the Opt-Out Deadline; or (b) after the Opt-Out Deadline, a Class Member obtaining leave of the Court to opt out of the Actions in accordance with this Agreement.

“Opt-Out Deadline” means August 23, 2023 or such other date as the Court may determine, after which Class Members may no longer Opt-Out of the Actions, except with leave of the Court.

“Opt-Out Form” means the opt-out form as approved by the Court and enclosed hereto as Schedule H, Opt-Out Form.

“Ordinarily Resident on Reserve” means:

- (a) a First Nations individual who lives in a permanent dwelling located on a First Nations Reserve at least 50% of the time and who does not maintain a primary residence elsewhere;
- (b) a First Nations individual who is living off-Reserve while registered full-time in a post-secondary education or training program who is receiving federal, Band or Aboriginal organization education/training funding support and who:
 - a. would otherwise reside on-Reserve;
 - b. maintains a residence on-Reserve;
 - c. is a member of a family that maintains a residence on-Reserve; or
 - d. returns to live on-Reserve with parents, guardians, caregivers or maintainers when not attending school or working at a temporary job.
- (c) a First Nations individual who is temporarily residing off-Reserve for the purpose of obtaining care that is not available on-Reserve and who, but for the care, would otherwise reside on-Reserve;
- (d) a First Nations individual who is temporarily residing off-Reserve for the primary purpose of accessing social services because there is no reasonably comparable service available on-Reserve and who, but for receiving said services, would otherwise reside on-Reserve;
- (e) a First Nations individual who at the time of removal or placement with a Kith Caregiver met the definition of ordinarily resident on reserve for the purpose of receiving child welfare and family services funding pursuant to a funding agreement between Canada and the province or territory in which the individual resided (including Ordinarily Resident on Reserve individuals funded through the cost-shared model under the Canada-Ontario 1965 Indian Welfare Agreement);
- (f) for the purposes of Class Members in the Yukon, "on-Reserve" in this Agreement is inclusive of areas within the "Community Boundary" as defined in the *Umbrella Final Agreement Between the Government of Canada, the Council for Yukon Indians and the Government of the Yukon* as of February 11, 2022 (the latter date of the Certification Orders), and "off-Reserve" in this Agreement is correspondingly inclusive of areas outside the "Community Boundary" as of February 11, 2022 (the latter date of the Certification Orders).

"Out-of-home Placement" means a distinct location where a Removed Child Class Member has been placed pursuant to a removal, such as an Assessment Home, Non-kin Foster Home, Paid Kinship Home, Group Home, a Residential Treatment Facility, or other

similar placement funded by ISC, except for the members of the Kith Child Class pursuant to Article 7.

“Paid Kinship Home” means a formal placement that has been arranged within the family support network and paid for by ISC, where the Child Welfare Authority has temporary or full custody.

“Parties” means the Plaintiffs and Canada;

“Person Under Disability” means:

- (a) a person under the Age of Majority under the legislation of their province or territory of residence; or
- (b) an individual who is unable to manage or make reasonable judgments or decisions in respect of their affairs by reason of mental incapacity including those for whom a Personal Representative has been appointed, or designated by operation of the law, pursuant to the applicable provincial, territorial or federal legislation.

“Personal Representative” means the person appointed, or designated by operation of the law, pursuant to the applicable provincial, territorial or federal legislation to manage or make reasonable judgments or decisions in respect of the affairs of a Person Under Disability who is an eligible Claimant and includes an administrator for property.

“Plaintiffs” means collectively the Moushoom Plaintiffs, the AFN Plaintiffs and the Trout Plaintiffs.

“Professional” means a professional with expertise relevant to a Child’s Confirmed Need(s), for example: a medical professional or other registered professionals available to a Class Member in their place of residence and community (particularly in a Northern or Remote Community where there may not have been, or be, access to specialists, but there may have been access to community health nurses, social support workers, and mental health workers), or an Elder or Knowledge Keeper who is recognized by the Child’s specific First Nations community.

“Recitals” means the recitals to this Agreement.

“Removed Child Class” or **“Removed Child Class Member”** means First Nations individuals who, at any time during the period between April 1, 1991 and March 31, 2022 (the **“Removed Child Class Period”**), while they were under the Age of Majority, were removed from their home by child welfare authorities or voluntarily placed into care, and whose placement was funded by ISC, such as an Assessment Home, a Non-kin Foster Home, a Paid Kinship Home, a Group Home, or a Residential Treatment Facility or another ISC-funded placement while they, or at least one of their Caregiving Parents or Caregiving Grandparents, were Ordinarily Resident on Reserve or were living in the

Yukon, but excluding children who lived in a Non-paid Kin or Community Home through an arrangement made with their caregivers and excluding individuals living in the Northwest Territories at the time of removal.

“Removed Child Family Class” means all persons who are the brother, sister, mother, father, grandmother or grandfather of a member of the Removed Child Class at the time of removal.

“Reserve” means a tract of land, as defined under the *Indian Act*, the legal title to which is vested in the Crown and has been set apart for the use and benefit of a Band.

“Residential Treatment Facility” means a treatment program for several Children living in the treatment facility with 24-hours-a-day trained staff, including locked or secure and unlocked residences, funded by ISC.

“Service Gap” means an Essential Service that is subject to a Confirmed Need, as determined in accordance with Schedule F, Framework of Essential Services, but was not available to an Essential Service, Jordan’s Principle or Trout Class Member.

“Settlement Approval Hearing” means a hearing of the Court to determine a motion to approve this Agreement.

“Settlement Approval Order” means the draft order submitted to the Court regarding the approval of this Agreement, the form and content of which will be agreed upon amongst the Parties, if and as approved by the Court.

“Settlement Funds” means a total of \$23,343,940,000 (\$23.34394 billion), which Canada will pay to settle the claims of the Class in accordance with this Agreement.

“Settlement Implementation Committee” or **“Settlement Implementation Committee and its Members”** means a committee established pursuant to Article 12.

“Settlement Implementation Report” has the meaning set out in Article 12.03(1)(m).

“Spell in Care” applies to the Removed Child Class and means a continuous period in care, which starts when a Child is taken into out-of-home care and ends when the Child is discharged from care, by returning home, moving into another arrangement in a Non-paid Kin or Community Home, being adopted, or living independently at the Age of Majority. ISC data considers a Spell in Care by the start and end dates of each continuous period of Out-of-home Placement.

“Stepparent” means a person, other than an adoptive parent, who is First Nations and a spouse of the biological Caregiving Parent of a Removed Child Class Member, Jordan’s Principle Class Member, or Trout Child Class Member, and lived with that Child’s biological Caregiving Parent and contributed to the support of the Child, for at least three

(3) years, prior to the removal of the Child, or the occurrence of the Delay, Denial or the Service Gap.

“Supporting Documentation” means:

- (a) for the Removed Child Class: such documentation required to be submitted by a Removed Child Class Member in accordance with this Agreement to substantiate eligibility and compensation under the applicable Claims Form;
- (b) for the Essential Service Class, Jordan’s Principle Class, and Trout Child Class: such documentation required to be submitted by a member of the Essential Service Class, Jordan’s Principle Class, and Trout Child Class in accordance with this Agreement to substantiate eligibility and compensation under the applicable Claims Form;
- (c) for the Removed Child Family Class: such documentation required to be submitted by a member of the Removed Child Family Class in accordance with this Agreement to substantiate eligibility and compensation under the applicable Claims Form;
- (d) for the Jordan’s Principle Family Class: such documentation required to be submitted by a member of the Jordan’s Principle Family Class in accordance with this Agreement to substantiate eligibility and compensation under the applicable Claims Form;
- (e) for the Trout Family Class: such documentation required to be submitted by a member of the Trout Family Class in accordance with this Agreement to substantiate eligibility and compensation under the applicable Claims Form;
- (f) for the Kith Child Class: such documentation required to be submitted by a member of the Kith Child Class in accordance with this Agreement to substantiate eligibility and compensation under the applicable Claims Form;
- (g) for the Kith Family Class: such documentation required to be submitted by a member of the Kith Family Class in accordance with this Agreement to substantiate eligibility and compensation under the applicable Claims Form; and
- (h) for Eligible Deceased Class Members: the documentation to be required to be submitted in accordance with this Agreement to substantiate eligibility and compensation under the applicable Claims Form.

“Time in Care” means the total amount of time that a Removed Child Class Member spent in care regardless of the number of Spells in Care.

“Third-Party Assessor” means the person or persons appointed by the Court to carry out the duties of the Third-Party Assessor as stated in this Agreement, to be particularized in the Claims Process, and their successors appointed from time to time, as approved by the Court.

“Trout Child Class” or **“Trout Child Class Member”** means First Nations individuals who, during the period between April 1, 1991 and December 11, 2007 (the **“Trout Child Class Period”**), while they were under the Age of Majority, did not receive from Canada (whether by reason of a Denial or a Service Gap) an Essential Service relating to a Confirmed Need, or whose receipt of said Essential Service was delayed by Canada, on grounds, including lack of funding or lack of jurisdiction, or as a result of a Service Gap or jurisdictional dispute with another government or governmental department.

“Trout Family Class” means all persons who are the brother, sister, mother, father, grandmother or grandfather of a member of the Trout Child Class at the time of Delay, Denial or Service Gap. Amongst the Trout Family Class, only the Caregiving Parents or Caregiving Grandparents may receive direct compensation if otherwise eligible under this Agreement.

“Trust” means the trust established pursuant to Article 15.

“Trust Fund” has the meaning set out in Article 4.

“Trustee” means the trustee appointed by the Court pursuant to Article 15 for the purposes of this Agreement. The Trustee may be constituted by deed of trust, a society, or non-profit corporation as directed by the Plaintiffs.

1.02 Headings

The division of this Agreement into paragraphs and the use of headings are for convenience of reference only and do not affect the construction or interpretation of this Agreement.

1.03 Extended Meanings

In this Agreement, words importing the singular number include the plural and vice versa, and words importing any gender or no gender include all genders. The term “including” means “including without limiting the generality of the foregoing”. Any reference to a government ministry, department or position will include any predecessor or successor government ministry, department or position.

1.04 Interpretation

The Parties acknowledge that they have reviewed and participated in settling the terms of this Agreement and they agree that there will be no presumptive rule of construction to

Appendix D: Provincial and Territorial Ages of Majority

Source: Schedule C of the Settlement Agreement

Province / Territory	Age of Majority	Governing Statute / Provision
Alberta	18 years old	<p>“Every person attains the age of majority and ceases to be a minor on attaining the age of 18 years”</p> <p>Source: <i>Age of Majority Act</i>, RSA 2000, c A-6, s 1</p>
British Columbia	19 years old	<p>“From April 15, 1970, (a) a person reaches the age of majority on becoming age 19 instead of age 21, and (b) a person who on that date has reached age 19 but not 21 is deemed to have reached majority on that date”</p> <p>Source: <i>Age of Majority Act</i>, RSBC 1996, c 7, s 1(1)</p>
Manitoba	18 years old	<p>“Every person attains the age of majority, and ceases to be a minor, on attaining the age of 18 years”</p> <p>Source: <i>The Age of Majority Act</i>, CCSM 1988, c A-7, s 1</p>
New Brunswick	19 years old	<p>“A person attains the age of majority and ceases to be a minor on attaining the age of 19 years”</p> <p>Source: <i>Age of Majority Act</i>, RSNB 2011, c 103, s 1(1)</p>
Newfoundland And Labrador	19 years old	<p>“Every person who attains the age of 19 years (a) attains the age of majority; and (b) ceases to be a minor person”</p> <p>Source: <i>Age Of Majority Act</i>, SNL 1995, c A-4.2, s 2</p>
Northwest Territories	19 years old	<p>“Every person attains the age of majority, and majority ceases to be a minor, on attaining the age of 19 years”</p> <p>Source: <i>Age of Majority Act</i>, RSNWT 1988, c A-2, s 2</p>

Nova Scotia	19 years old	<p>“Every person attains the age of majority, and ceases to be a minor, on attaining the age of nineteen years”</p> <p>Source: <i>Age of Majority Act</i>, RSNS 1989, c 4, s 2(1)</p>
Nunavut	19 years old	<p>“Every person attains the age of majority, and ceases to be a minor, on attaining the age of 19 years”</p> <p>Source: <i>Age of Majority Act</i>, RSNWT (Nu) 1988, c A-2, s 2</p>
Ontario	18 years old	<p>“Every person attains the age of majority and ceases to be a minor on attaining the age of eighteen years”</p> <p>Source: <i>Age of Majority and Accountability Act</i>, RSO 1990, c A.7, s 1</p>
Prince Edward Island	18 years old	<p>“Every person attains the age of majority and ceases to be a minor on attaining the age of eighteen years”</p> <p>Source: <i>Age of Majority Act</i>, RSPEI 1988, c A-8, s 1</p>
Quebec	18 years old	<p>“Full age or the age of majority is 18 years. On attaining full age, a person ceases to be a minor and has the full exercise of all his civil rights”</p> <p>Source: <i>Civil Code of Quebec</i>, c CCQ-1991, c 64, s 153</p>
Saskatchewan	18 years old	<p>“Every person attains the age of majority and ceases to be a minor on attaining the age of eighteen years”</p> <p>Source: <i>Age of Majority Act</i>, RSS 1978, c A-6, s 2(1)</p>
Yukon	19 years old	<p>“Every person reaches the age of majority, and ceases to be a minor, on reaching the age of 19 years”</p> <p>Source: <i>Age of Majority Act</i>, RSY, c 2, s 1</p>