

Gottfriedson et al. v. His Majesty the King in Right of Canada
(Court File No. T-1542-12)

**INDIAN RESIDENTIAL SCHOOLS
BAND REPARATIONS CLASS ACTION
NOTICE OF SETTLEMENT APPROVAL**

IMPORTANT

You are receiving this Notice because your Band has opted into (*i.e.*, joined) the ***Gottfriedson*** Band Reparations Class Action.

The Settlement Agreement has received the Federal Court's approval. It is now final and binding on all members of the Band Class.

PLEASE READ THIS NOTICE CAREFULLY TO UNDERSTAND HOW YOUR BAND'S RIGHTS WILL BE AFFECTED.

Please confirm that your Band has received this Notice by emailing Class Counsel at bandclass@waddellphillips.ca.

BAND REPARATIONS CLASS ACTION

The Band Reparations Class Action is a lawsuit against the Government of Canada. The lawsuit is about the collective harm suffered by Indigenous communities as a result of Indian Residential Schools. The lawsuit says that the Government of Canada is responsible for damages to Indigenous *communities* caused by the Indian Residential School system, and in particular, the collective harm suffered by Indigenous communities due to the loss of language and culture because of Indian Residential Schools.

This lawsuit is not about harms suffered by individual survivors who attended Indian Residential Schools. Instead, it is about the collective harm suffered by Indigenous communities as a group as a result of Indian Residential Schools.

This lawsuit was brought by representative plaintiff First Nations Tk'emlúps te Secwépemc and shíshálh Nation (the "**Representative Plaintiff Bands**"), with the support of the Grand Council of the Crees (Eeyou Istchee) (the "**Three Nations**").

325 First Nations Bands are part of the lawsuit. In order to participate, Bands had to "opt-in" or "join" the class action. The opt-in period is now closed, and it is no longer possible to join the lawsuit. For a complete list of which Bands joined the lawsuit, go to www.bandreparations.ca.

SETTLEMENT APPROVAL

On March 9, 2023, the Federal Court approved the Settlement Agreement reached between the Representative Plaintiffs and the Government of Canada, which fully and finally resolves the Band Reparations Class Action. As part of the settlement approval process, the Federal Court determined that the Settlement Agreement is fair, reasonable, and in the best interests of the Class Members. This means that **the Settlement Agreement is now final and binding on the parties.**

SETTLEMENT AGREEMENT OVERVIEW

- The Government of Canada will pay \$2.8 billion to the Trust/Not-For-Profit for the benefit of the Class Members in accordance with the Four Pillars;
- The case will not proceed to a trial; and
- The Band Class Members will not be able to bring future lawsuits against Canada for the collective harms suffered by that Band as a result of Indian Residential Schools.

For greater clarity, the Settlement Agreement will not impact any possible claims regarding children who died or disappeared while in attendance at Residential Schools.

Because your Band has opted in to the Band Reparations Class Action as a Class Member, your Band is bound by the terms of the Settlement Agreement.

DETAILED TERMS OF SETTLEMENT AGREEMENT

The agreement is based on the **Four Pillars principles**, namely:

- Revival and protection of **Indigenous languages**;
- Revival and protection of **Indigenous cultures**;
- **Wellness** for Indigenous communities and their members;
- Promotion and protection of **heritage**.

The **key terms** of the settlement agreement are:

- The government of Canada will make a payment of **\$2,800,000,000.00 (two billion eight hundred million dollars)** (the “**Fund**”) to a Trust/Not-For-Profit to fully and finally resolve the Band Reparations Class Action.

- The Trust/Not-For-Profit will be responsible for prudently investing the Fund, and for distributing the Fund to the 325 class members to support the **Four Pillar principles** in accordance with the Disbursement Policy.
- The **Disbursement Policy** will include the following:
 - **Planning funds:** Each Band Class member will receive an initial one-time payment of \$200,000 for the purposes of developing a plan to carry out one or more of the objectives and purposes of the Four Pillars;
 - **Initial Kick-Start Funds:** Upon receipt and review of a plan from a band, the Fund shall disburse the Initial Kick-Start Funds, which shall be equal to the Band's proportionate share of \$325,000,000, with 40% attributable for base rate, with the remaining 60% to be used to adjust for population. The base rate is an equal amount payable to each Band. The Board will determine an appropriate adjustment for remoteness for the Initial Kick-Start Funds, with any such funds required to account for remoteness being in addition to the \$325,000,000.
 - **Annual Entitlement:** Each Band will receive a share of annual investment income that is available for distribution. That share will be equal to the Band's proportionate share, adjusted for population and remoteness.
- All monies that remain in the Fund after the payment of the Planning Funds and the Kick-Start Funds will be prudently invested by the Trust/Not-For-Profit in accordance with professional investment advice.
- The Fund will operate for a period of 20 years. For the 20-year life of the Fund, the Annual Entitlement payments will be made from the investment income earned from the Fund. The capital of the Fund will be maintained.
- At the end of the 20-year life of the Fund, the remaining funds consisting of the capital of the Fund and any undisbursed investment income will be disbursed to the Class. Each Band's share will be equal to the Band's proportionate share of the remaining funds.
- The Trust/Not-For-Profit will be responsible for determining the Disbursement Policy, which will consist of a base rate, a population adjustment, and a remoteness adjustment. That formula will allocate 40% to base rate, and 60% to population and remoteness adjustments.
- The Trust/Not-For-Profit will be governed by a board of nine Indigenous directors, eight of which will be selected through a process involving the Representative

Plaintiff Bands and, in the case of Regional Directors, by the Class Members, and one of which will be chosen by Canada.

- The Trust/Not for Profit will have regional representation.
- In exchange for the benefits of the agreement, the Band Class members are deemed to agree to a release which will prevent them from bringing any legal claims in future against Canada regarding the collective harms caused to them by the creation and operation of Indian Residential Schools.
- In the Settlement Approval decision, the Federal Court explicitly states that “the release provisions included in the Settlement Agreement **do not** release, impair, or otherwise restrict any claims that may be brought against Canada relating to unmarked graves or children who died or disappeared while attending Residential Schools.”
- Lawyers’ fees and expenses will be paid by the Government of Canada and will not be deducted from the compensation paid to the Band Class. Canada has agreed to pay \$20,000,000.00 (twenty million dollars) to reimburse the Three Nations that provided funding for this litigation, and for all legal fees and expenses incurred by Class Counsel. These fees and expenses [must be/were] approved by the Court.

This notice was approved by the Federal Court. This is a summary of the terms of the Settlement Agreement. If there is a conflict between the summary in this notice and the terms of the Settlement Agreement, the Settlement Agreement prevails.

FURTHER INFORMATION

More information about your rights and details of the settlement (including the settlement agreement) can be found on the www.bandreparations.ca website.

Class Counsel can be reached at:

Waddell Phillips Professional Corporation

Phone: 1-888-370-1045 (toll-free)

Fax: 416-477-1657

Email: bandclass@waddellphillips.ca

Att’n: Band Reparations Class Action

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