

Addendum to

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

(as revised on April 19, 2023)

WHEREAS:

- A. The parties to these proceedings (Federal Court File Nos. T-402-19, T-141-20, and T-1120-21), Xavier Moushoom, Jeremy Meawasige (by his Litigation Guardian, Jonavon Joseph Meawasige), Jonavon Joseph Meawasige, Ashley Dawn Louise Bach, Karen Osachoff, Melissa Walterson, Noah Buffalo-Jackson (by his Litigation Guardian, Carolyn Buffalo), Carolyn Buffalo, Dick Eugene Jackson also known as Richard Jackson, Zacheus Joseph Trout, Assembly of First Nations, and His Majesty the King in Right of Canada (the "**Parties**") reached a Final Settlement Agreement dated April 19, 2023 ("**FSA**").
- B. The Parties have since identified four clarifications or corrections that need to be made to the FSA.
- C. Through this addendum, the Parties intend to make those four amendments to the FSA, and the Parties do not intend to affect any other part, Article, right, entitlement, burden, obligation, support or protection in the FSA, unless specifically stated herein.
- D. All defined terms in this addendum have the same meaning as those in the FSA, unless stated otherwise.
- E. Upon execution, this addendum will form an integral part of the FSA, the whole subject to the Court's approval.

NOW THEREFORE in consideration of the mutual agreements, covenants, and undertakings set out herein, the Parties agree as follows:

1. Interest Entitlement for the Kith Child Class

- 1. Article 6.15(2)(b) and all corresponding references to an interest payment to the Kith Child Class in the FSA are amended to state and be consistent in their meaning with the following:

Approved Kith Child Class Members placed during the CHRT Interest Accrual Period.

- 2. For further clarity, notwithstanding anything to the contrary in the FSA, no Kith Child Class Member is entitled to the payment of interest unless the Kith Child Class Member was in a Kith Placement during the CHRT Interest Accrual Period.

2. Inclusion of the Yukon and Exclusion of the Northwest Territories from the Kith Child Class

1. Article 7.02(3)(a) and all corresponding references to the Kith Child Class in the FSA are amended to state and be consistent in their meaning with the following:

the First Nations Child was Ordinarily Resident on Reserve or was living in the Yukon, but excluding individuals living in the Northwest Territories, immediately before the Kith Placement.

2. For further clarity, notwithstanding anything to the contrary in the FSA, no individual will be approved as a Kith Child Class Member unless at the time of the Kith Placement, that individual was Ordinarily Resident on Reserve or in the Yukon. Individuals living in the Northwest Territories at the time of the Kith Placement are excluded from the Kith Child Class.

3. Option to Invest Compensation Funds

1. Article 6.14(a) is amended to state:

At least six (6) months, or a lesser period of time as advised by experts and determined by the Settlement Implementation Committee to be in the best interests of the Class, prior to issuing payment, the Administrator will contact the Approved Class Member to ask whether the Class Member wishes to direct a portion or all of the amount to which the Class Member is entitled to an investment vehicle.

4. Commencement of the Claims Period

1. Article 1.01, definition of "Claims Deadline" is amended to state:

"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.

(e) Notwithstanding sub-Articles (a)-(c), above, the Parties may request from the Court an extension of time after the Claims Process Approval Date applicable to the first Claims Process to mark the commencement of the three-year period during which Class Members may make a Claim. Such an extension may only be granted with respect to the first Claims Process that is ready for the Court's approval. Such an extension is intended to be limited to the amount of time reasonably needed to prepare all necessary implementation elements of the Claims Process to enable the commencement of the Claims Process, not to exceed six months from the first Claims Process Approval Date.

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IN WITNESS WHEREOF, the Parties have each executed this addendum with effect as of October 10, 2023.

CANADA, as represented by the Attorney General of Canada

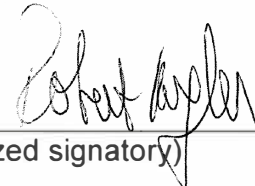


(Authorized signatory)

Attorney General of Canada
for the defendant in Moushoom Action, AFN Action and Trout Action

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Name: Paul B. Vickery
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THE PLAINTIFFS in Moushoom Action and Trout Action, as represented by class counsel

BY: 

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THE PLAINTIFFS in AFN Action, as represented by class counsel

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