Cross Examination Questions for Janice Ciavaglia, pursuant to her affidavit of July 22, 2022 on behalf of the First Nations Child and Family Caring Society

Interpretation:

"**AFN**" means the Assembly of First Nations

"**Caring Society**" means the First Nations Child and Family Caring Society

"**Compensation Entitlement Order**" means *First Nations Child and Family Caring Society et al. v. Attorney General of Canada*, 2019 CHRT 39

"**Compensation Framework Order**" means *First Nations Child and Family Caring Society et al. v. Attorney General of Canada,* 2021 CHRT 7

"**Consolidated Class Action**" has the same meaning as set out in paragraph 14 of the Affidavit of Janice Ciavaglia, dated July 22, 2022

"**Estates Order**" means *First Nations Child and Family Caring Society et al. v. Attorney General of Canada*, 2020 CHRT 7

"**FNCFS Program**" means the First Nations Child and Family Services Program

"**FSA**" means the Final Settlement Agreement, dated June 30, 2022 found at Exhibit "F" to the Affidavit of Janice Ciavaglia, dated July 22, 2022

"**ISC**" means Indigenous Services Canada

"**Tribunal**" means the Canadian Human Rights Tribunal

"**Your Affidavit**" means the Affidavit of Janice Ciavaglia, dated July 22, 2022

Question	Answer
Background	
1. How long have you served as AFN's Chief Executive Officer?	I have served as Chief Executive Officer (CEO) since April 2020. As of the date of these responses, that is approximately 28 months.
2. What, if any, positions did you hold at AFN prior to coming into your role as Chief Executive Officer?	I have previously served as the Director of Education, and as a senior policy analyst.
3. As an affiant to the motion before the Tribunal, are you representing the class in the Consolidated Class Action or the AFN as a co-complainant in the ongoing human rights complaint before the Tribunal?	For the purposes of this affidavit, I am representing the AFN as co-complainant before the Tribunal. As CEO of the AFN, I have been involved in both proceedings.
4. What steps, if any, has AFN taken to ensure equitable representation of eligible victims under the Compensation Entitlement Order and the Compensation Framework Order and the class members impacted by the Consolidated Class Action?	The AFN was the only party in the CHRT proceedings to request that compensation be paid directly to the victims of Canada's discrimination. It has been, and continues to be, through the efforts of the AFN that individuals be awarded compensation directly. In addition, our representative plaintiffs in the class action have been appointed by the Federal Court to represent each of the classes of individuals entitled to compensation under the Tribunal's orders. Each of the representative plaintiffs have personally experienced the impacts of Canada's discrimination that is specific to each of the classes. We also have been attending meetings across the country to obtain the views of First Nations in both the Agreement in Principle process and the Final Settlement Agreement process.
5. Do you have any direct engagement in AFN's Social Development Sector and its work on the FNCFS Program and Jordan's Principle?	I am directly responsible for the oversight of each of the AFN's departments. I engage on a regular basis with the leads in each department, including the Social Development Sector. I am regularly briefed on the work of each of these sectors and at times,

	have direct involvement in the work of each of the AFN's departments.
6. Did you personally actively participate in the negotiation of the Agreement-in-Principle and the FSA in relation to compensation?	I was at all times in contact with the lead AFN negotiators, including AFN in-house and external legal counsel, as well as the lead of AFN's Social Development Sector. I was present at specific critical in-person negotiation sessions, including during the in-person negotiation sessions in Spring 2022 that led to the development of the Final Settlement Agreement on Compensation (FSA). I was present and gave instructions to our AFN negotiators in coming to a final settlement and attended many of the regional reporting meetings on the agreement. I was present and gave instructions to our AFN negotiators in coming to an Agreement-in-Principle for Compensation (AIP) and attended many of the regional reporting meetings on the agreement. Finally, I was at all meetings of the Executive Committee where we sought their approval for both the AIP and the FSA.
7. At paragraph 3 of Your Affidavit, you note that AFN advocates on behalf of 634 First Nations in Canada. How many First Nations in Canada does AFN not represent?	The AFN represents all First Nations communities in Canada. At times, First Nation governments have requested to cease being members, but have since reinstituted their membership. At present, there are four (4) First Nations who are not members of the AFN.
8. Of those First Nations who are not represented by the AFN, what if anything did AFN do to secure their input and support in relation to the FSA?	This question is not relevant in light of the answer to Question 7. However, the AFN maintains respectful relationships with those First Nations who have withdrawn membership. Each Region of the AFN received multiple in-person and remote updates and the opportunity to provide input to the FSA.

	Regional Chiefs, who are the direct representatives of each of the First Nations communities they represent, were also present at various meetings of the AFN Executive Committee, which holds ultimate authority to approve the FSA, in accordance with the AFN Charter. We also attended meetings with Alberta First Nations who do not have a Regional Chief at present.
9. At paragraph 12 of Your Affidavit, you state that AFN became concerned that "it would be sidelined in discussions related to long-term reform and compensation should negotiations occur only in the context of the Moushoom Class Action". Why was there concern of being "sidelined" when the Tribunal directed at paragraph 269 of the Compensation Entitlement Order that Canada enter into discussions with the Caring Society and the AFN on a compensation process?	As the representative political body of First Nations communities across Canada, the AFN wanted to ensure that it was fully representing the interests of its constituents. The AFN became concerned due to the communications of former Minister of Indigenous Services Canada Marc Miller, expressing Canada's desire to resolve the outstanding issues relating to compensation through the recently filed class action proceeding rather than the CHRT parties. As such, AFN with the benefit of legal advice decided to file its own class action and continue the work with the Canadian Human Rights Tribunal (CHRT) to ensure they were protecting the interests of its constituents.
10. At paragraph 12 of Your Affidavit you attach as Exhibit "A" a draft copy of the Executive Motion authorizing AFN to commence its own class action. Why was the motion brought to the AFN Executive Committee and not to the Chiefs-in-Assembly given the AFN's concern that it was being "sidelined"?	Decisions to initiate legal proceedings are typically done by way of the Executive Committee's direction. AFN's decision to file the complaint that is the genesis of this proceeding before the CHRT was initiated by way of Executive Committee motion. Similarly, the decision to pursue the Indian Residential Schools Settlement Agreement was initiated by way of Executive direction. In both legal proceedings, Chief's resolutions provided further direction to the AFN. This action was taken in accordance with the processes outlined in the AFN Charter and bylaws.

11. The motion reads in part, "the AFN shall uphold the integrity of the compensation order issued by the [Tribunal] in the class action process and incorporate those individuals from 1991 to 2006 into the base amount of $40,000 for compensation". Has the base amount of $40,000 been guaranteed in the FSA for all eligible victims under the Compensation Entitlement Order and Compensation Framework Order?	This question, and many that follow, require me to state certain fundamental principles of the FSA. Unlike the Compensation Decision, the FSA requires Canada to pay a fixed sum of money. After lengthy and intense negotiations, with the assistance of the Honourable Leonard Mandamin as mediator, and then the Honourable Murray Sinclair as facilitator, we were finally presented with Canada's offer to pay $20 billion. Furthermore, a significant portion of the $20 billion will generate investment income over a substantial period, which will also benefit the class members. Throughout the negotiations, and when finally presented with this offer, the AFN, class counsel and the representative plaintiffs carefully analyzed and considered whether the $20 billion sum was acceptable, and we all concluded that it was. We are optimistic that this significant sum of money will enable life-changing compensation to thousands of First Nations children and their families. There is no list of individuals entitled to compensation under the Tribunal's Compensation Entitlement Order (or "Compensation Decision"). It is therefore impossible to know with certainty how many such individuals are eligible to benefit from the Compensation Decision. For this reason, we engaged experts to help us estimate the number of individuals affected by the discriminatory conduct in issue. Based on the expert opinions, available data and estimates of impacted individuals, class counsel is confident that all Removed Children eligible for $40,000 under the Compensation Decision will

	receive a minimum of $40,000, and many such children will receive significantly more. They are also confident that the children most impacted by Canada's failure with respect to Jordan's Principle will receive a minimum of $40,000, however they recognize that the data available for this class is less available. The AFN is relying on the legal advice of class counsel in this regard. Because the number of eligible claimants cannot possibly be known with certainty, the parties are unable to make any "guarantee"; however, they are confident. Class counsel is also confident that caregiving parents or grandparents of Removed Children eligible for compensation under the Compensation Decision will receive $40,000; however, to ensure that all children receive proper compensation, the FSA does not guarantee that caregiving parents or grandparents will receive $40,000 per Removed Child. The AFN is relying on this legal advice and this is a compromise that AFN knowingly agreed to, prioritizing children first. Not all caregiving parents and grandparents of Jordan's Principle children are guaranteed to receive a minimum of $40,000, as explained in my affidavit. The parties cannot guarantee this because of the inherent uncertainty as to the number of caregiving parents and/or grandparents per child. The AFN is of the view that the settlement within the FSA is in the best interests of First Nations children and families, The FSA will enable tens of thousands of people to receive the life-changing compensation they have long deserved now rather than more years of litigation.

12. Was the motion found at Exhibit "A" passed unanimously? If not, can you please provide a breakdown of how the members of the Executive Committed voted and whether anyone abstained?	The motion was passed by the AFN Executive Committee. The breakdown of the votes is not relevant to this motion or its validity.
13. The motion found at Exhibit "A" is marked as "Draft Record of Decisions". Is this the final copy of the motion? If not, please provide the final version of the motion.	Yes, this is the final version.
14. Did the AFN seek a resolution from the Chiefs-in-Assembly specifically approving the commencement of the class action? If not, why not?	I object to this question on the basis that it is not relevant. However, in the interest of moving this motion before the CHRT along, I will answer it. As stated in my answer to question 10, decisions to initiate legal proceedings are typically done by way of the Executive Committee's direction. This has been and continues to be our process.
15. Did the AFN seek a resolution from the Chiefs-in-Assembly to approve the FSA? If not, why not?	I object to this question on the basis that it is not relevant. However, in the interest of moving this motion along, I will answer it. As stated in my answer to questions 10 and 14, decisions to initiate legal proceedings are typically done by way of the Executive Committee's direction. Decisions to settle legal proceedings are also typically done by way of Executive Committee. This has been and continues to be our process. Each Regional Chief on the Executive Committee is elected by the Chiefs within their region and they represent their member nations. In addition, we attended many meetings in the Regions and two Chiefs-in-Assembly meeting with updates on the AIP and FSA and the Chiefs did not insist on approval by way of a resolution. In fact, at the meeting in July 2022, our AFN negotiators presented the FSA to the Chiefs with the Representative Plaintiffs. I observed the

	standing ovation from the Chief-in-Assembly for this work of the AFN in coming to the FSA.
16. At paragraphs 22 to 25 of Your Affidavit, you set out a brief chronology of the Tribunal's orders in relation to compensation. To your knowledge, is there a cap on the total amount of compensation that Canada is required to pay to the victims of its discrimination pursuant to the Tribunal's Compensation Entitlement Order and Compensation Framework Order?	It is my understanding that the amount of compensation to which each individual was entitled was on a per individual basis, not a global amount. It is also my understanding that a global sum was never calculated by any of the parties to the Tribunal proceeding.
The Final Settlement Agreement Process	
17. At paragraph 25 of Your Affidavit, you note that Canada appealed the Federal Court's decision to uphold the Tribunal's various compensation orders. Does the FSA provide for Canada withdrawing its appeal? If not, what is your understanding of when Canada will withdraw its appeal?	Recital "T" of the FSA expressly provides that the FSA is intended to resolve the Tribunal proceedings as well as the Class Actions. I am also aware that Canada has not taken any steps to pursue its appeal before the Federal Court of Appeal. I am not in a position to answer if or when Canada plans to withdraw its appeal, as this question is outside of my knowledge.
18. At paragraph 31 of Your Affidavit, you note that "ISC communicated to the experts and plaintiffs' counsel that the data often came from third-party sources and was in some cases incomplete and, at times, inaccurate". When did you and/or the AFN first come aware of incomplete and inaccurate data?	Although I was not present at the meetings during which the AFN became aware of this information, I am advised that the AFN and class counsel were advised during the course of negotiations before the Honourable Leonard Mandamin in early 2021 that the data relied on for the purpose of determining the size of the Removed Child Class was the best available data. It is my understanding that the experts flagged such gaps in the data and addressed any gaps in the course of their report by using other First Nations child and family services data sources to model estimates for the Removed Child Class.

	I have been advised that class counsel were ultimately satisfied that they could rely on such data for the purpose of estimating the size of the Removed Child Class dating back to 1991. The AFN is relying on this legal advice.
19. At paragraph 32 of Your Affidavit, you note the number of "Removed Child Class Members from 1991 to March 2019". How many of these children falls within the Tribunal's Compensation Entitlement Order and Compensation Framework Order?	The class action covers a much larger group of children than the Tribunal proceedings. Within the estimate of 106,400 children for the period of April 1991 to March 2019 or estimate of 115,000 for the period ending on March 31, 2022, it is not possible for me to give a precise figure of the number of children who would have fallen within the Tribunal's decision for three reasons: 1) the period of time beginning in April 1991is slightly more than twice as long as the period covered by the Tribunal's Compensation Order, 2) the number of children estimated to be eligible for compensation for the period of time beginning in 1991 includes those who were removed and placed in care on reserve. These children were not within the scope of the Tribunal's Compensation Order, and 3) there is no list of children comprising the Removed Child Class. As such, estimates were required, and we have made such estimates based on expert opinion. The expert report shows estimates of removed children for each year since 1991.
20. At paragraph 33 of Your Affidavit, you note that the Jordan's Principle Class estimates were based on "the fourth fiscal quarter of the 2019-2020 fiscal year (i.e. January 1, 2020 to March 31, 2020)". Why was this quarter used to estimate the Jordan's Principle Class instead of a more recent quarter?	The detailed reasons why this quarter was used are given at paragraph 34-36 of my affidavit and paragraph 38 of the AFN's Factum. In essence, this quarter was selected as most reflective of a typical period for Jordan's Principle after the robust case management and data tracking in GCCase became available and is reflective of the

	current definition and approach to Jordan's Principle and prior to the onset of the Covid-19 pandemic.
21. Paragraph 35 of Your Affidavit states that "data from later in 2020 was significantly impacted by the COVID-19 pandemic, which gave way to an influx in requests for support." What analysis, if any, has been done to determine the percentage of this increase in Jordan's Principle requests following March 31, 2020 that is attributable to COVID-19?	I object to this question on the basis that it is not relevant. However, in the interest of moving this motion along, I will answer it. I do not have personal knowledge of a determination of the percentage of increases in the number of Jordan's Principle requests following March 31, 2020. As ISC holds data on Jordan's Principle, the AFN has not undertaken an analysis of this data and would defer the question to Canada.
22. Paragraph 46 of Your Affidavit states that "the AFN provided periodic reports with First Nations leadership across Canada". Were approvals also sought at these meetings or were they simply updates? Please provide any materials that were shared with First Nations leadership in relation to these updates.	I object to providing any of these documents, as all documents that may have been shared at these meetings were, and are, subject to settlement and solicitor-client privilege. During these meetings, we gave updates, responded to questions and concerns expressed by leadership, and the feedback received we took into account in negotiating the terms of the FSA where feasible.
23. At paragraph 48 of Your Affidavit, you append the "Children Back, Land Back" report from the Assembly of Seven Generation as Exhibit "E". Please advise which of the recommendations from this report were adopted under the Cy-pres fund.	As set out at section 7.01(1) of the FSA, the plaintiffs <u>will</u> be seeking input from experts on the design of the Cy-près Fund which will ultimately be subject to Court approval. As such, no recommendations have yet been "adopted"; however, consistent with the appended report, the parties intend that the Cy-près Fund will include supports to class members who may not receive direct compensation to connect with their family, or their First Nation, or to participate in cultural/land-based activities and recreation. These contemplated supports are detailed at section 7.01(5) of the FSA. Recommendations 8 through 11 of the *Children Back, Land Back* report formed the basis for the principles of the Cy-pres fund in the FSA.

The Final Settlement Agreement	
24. Paragraph 54 of Your Affidavit states that Canada has agreed to pay $20 billion in compensation under the FSA. On what evidence (if any) did the AFN rely to determine whether this amount would be sufficient to compensate the victims eligible under the Tribunal's Compensation Entitlement Order and the Compensation Framework Order?	It has always been the goal of the AFN to compensate the victims eligible under the Tribunal's Compensation Order and to increase those amounts, and the number of victims eligible, beyond the statutory limitations of the *Canadian Human Rights Act* ("*CHRA*") to the extent possible. To satisfy this goal, the AFN, through its counsel, consulted with the experts tasked with determining the class size. I am advised by AFN's counsel that class counsel and Canada consulted extensively with experts, who themselves were in contact with representatives from ISC, to obtain data that would permit a reliable estimate of class size. In addition to consultation with the experts, I understand that class counsel reviewed and considered, in consultation with the experts, the report of the Parliamentary Budget Officer appended to my affidavit as Exhibit "I" and the ISC Report appended to my affidavit as Exhibit "J". To ensure that the settlement funds would be sufficient to compensate the victims under the Compensation Order and those victims included as a result of the class action proceedings, many budgeting forecasts and projections were prepared by class counsel. These projections were shared in proposals among the parties, including the Caring Society, during the intensive negotiations in November 2021 prior to the conclusion of the AIP. Furthermore, as the Caring Society knows based on its presence throughout the negotiations which ultimately resulted in the AIP, intensive and lengthy negotiations took place before Canada presented its offer of $20 billion. This offer was considered by AFN based on significant work by the parties to determine approximate

	class size and budgeting for compensation among the various classes. At that time, it was incumbent on the AFN (and the class representatives guided by class counsel) to determine whether to accept the settlement and thereby enable tens of thousands of children and family members to receive compensation, or to reject the settlement and continue with years of litigation. The projections, which sought to maintain the awards available to victims under the CHRT proceedings, and the plaintiffs' considered analysis of the offer presented, were used to arrive at the figure of $20 billion. All the plaintiffs and their legal counsel were ultimately satisfied that this settlement was in the best interests of the class and could accomplish two important goals of extending compensation to 1991 and provide for proportional compensation for harm suffered by the claimants.
25. At paragraph 54 of Your Affidavit, you note that "In drafting the Final Settlement Agreement, the AFN, […] sought to uphold the spirit and intent of the Panel's Compensation Decision, the subsequent orders and the Compensation Framework while recognizing compensation would be fixed at $20 billion". However, at paragraph 248, you state that "the AFN recognizes that the settlement is not an implementation of the Compensation Decision". Why did the AFN agree to deviate from the Compensation Entitlement Order and the Compensation Framework Order?	I do not believe that it is accurate to qualify the FSA as a "deviation" from the Compensation Decision. The FSA is a monumental agreement that provides compensation to hundreds of thousands of victims beyond the statutory time limits and monetary limits of the *CHRA*. That being said, in some instances compromises were made in the best interests of the class overall. Those compromises are explained in my affidavit and the AFN's submissions in support of the present motion before CHRT.
26. At paragraphs 57, 59 and 72 of Your Affidavit, you note that only certain members of the Removed Child Family Class and the Jordan's Principle Family Class are eligible to receive	The $50 million to be invested in the Cy-près Fund was not calculated according to a formula nor was it based on estimates of the number of individuals whom it would benefit..

compensation under the FSA but will be eligible to access the Cy-pres fund. How was the $50 million value of the fund calculated?	
27. What is your estimate of the number of eligible individuals who may access the Cy-pres fund?	I refer you to my answer to question 26 above and say that the number is unknown.
28. Please confirm that those individuals excluded from eligibility for direct compensation under the Removed Child Family Class and the Jordan's Principle Family Class will nonetheless release any potential claims against Canada unless they opt out of the FSA?	Yes, that is my understanding.
29. At paragraph 62 of Your Affidavit, you state that "the parties have taken a more limited approach to the compensation than what was ordered by the Panel, in some respects, and expanded other factors, while staying true to the spirit of the Compensation Decision and subsequent Orders". What is the impact of "a more limited approach" on victims who are currently eligible for compensation pursuant to the Compensation Entitlement Order and the Compensation Framework Order?	I refer you to paragraphs 76, 81, 87-90 of my Affidavit, and to the other answers provided in this response, which respond to this question.
30. At paragraph 67 of Your Affidavit, you reference that the experts, Dr. Nico Trocmé and Peter Gorham will be engaged. Have they now been engaged and if not, when will that happen and how long is their work expected to take?	It is my understanding that Dr. Nico Trocmé and Peter Gorham were engaged early on in the class action and have regularly been providing their expert opinion and advice on a number of issues and will continue to do so. The work in determining enhancement factors must be complete prior to approval of the claims process in December 2022. In addition, the FSA expressly contemplates numerous instances where the parties, the plaintiffs, and the Settlement Implementation Committee of the FSA is approved, may retain experts as needed. As such, there may be instances where experts such as Dr. Trocme and Mr. Gorham, including actuaries will be engaged throughout implementation of the settlement. As the implementation of this settlement will occur over a period of over 20 years, the work of the various experts who may be retained

	by the Settlement Implementation Committee may take place over various periods. However, it is predicted that much of the work will take place prior to the finalization of a Distribution Protocol and in the initial years of implementation, as needed.
Removed Child Class	
31. At paragraph 56 of Your Affidavit, you state the proposed FSA's definition of "Removed Child Class" includes "all First Nations individuals who, at any time during the period between April 1, 1991 and March 31, 2022, 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." Please confirm whether the Compensation Entitlement Order or the Compensation Framework Order require a child's placement to be funded by ISC to eligible for compensation?	Yes, Canada's discriminatory funding was at the heart of the Tribunal's multiple decisions in this case because it was that funding model which incentivized the removal of First Nations children. For example: 2016 CHRT 2 *[344] As indicated above, the provinces' legislation and standards dictate that all alternatives measures should be explored before bringing a child into care, which is consistent with sound social work practice as described earlier. However, by covering maintenance expenses at cost and providing insufficient fixed budgets for prevention, AANDC's funding formulas provide an incentive to remove children from their homes as a first resort rather than as a last resort. For some FNCFS Agencies, especially those under Directive 20-1, their level of funding makes it difficult if not impossible to provide prevention and least disruptive measures. Even under the EPFA, where separate funding is provided for prevention, the formula does not provide adjustments for increasing costs over time for such things as salaries, benefits, capital expenditures, cost of living, and travel. This makes it difficult for FNCFS Agencies to attract and retain staff and, generally, to keep up with provincial requirements. Where the assumptions built into the applicable funding formulas in terms of children in care, families in need and population levels are not reflective of the actual needs of the First Nation community, there is even less of a possibility for FNCFS Agencies to keep pace with*

	provincial operational requirements that may include, along with the items just mentioned, costs for legal or band representation, insurance premiums, and changes to provincial/territorial service standards. 2018 CHRT 4 *[230] Canada currently funds payments of actual costs for maintenance expenses when children are apprehended and removed from their homes and families and has developed a methodology to pay for these expenses. Proceeding this way and not doing the same for prevention, perpetuates the historical disadvantage and the legacy of residential schools already explained in the Decision and rulings. It incentivizes the removal of children rather than assisting communities to stay together. Based on the findings and reasons in the Decision and subsequent rulings and the additional information provided to the Panel's questions, the Panel finds there is a need for further orders to eliminate the discriminatory practices explained above.* 2019 CHRT 39 *[180] Those formulas are structured in such a way that they promote negative outcomes for First Nations children and families, namely the incentive to take children into care. The result is many First Nations children and families are denied the opportunity to remain together or be reunited in a timely manner (see 2016 CHRT 2 Decision at, paras. 111; 113; 349).* *[181] The Panel already found the link between the removal of children and Canada's responsibility in numerous findings including the following: "Yet, this funding formula continues. As the Auditor General puts it, "Quite frankly, one has to ask why a program goes on for 20 years, the world changes around it, and yet*

	the formula stays the same, preventative services aren't funded, and all these children are being put into care." (see 2016 CHRT 2 Decision at, para. 197). *[182] The pain and suffering caused by the unnecessary removal of First Nations children and their families and Canada's role is at least reasonably quantifiable to $20,000. While it is the maximum compensation allowed under section 53 (2) (e) of the CHRA, it is not much in comparison to the egregious harm suffered by the First Nations children and their families as a result of the racial discrimination and adverse impacts found in this case. Other pain and suffering caused by other actors could potentially be sought in other forums. The Panel's role is to quantify as best as possible the appropriate remedy to compensate victims/survivors as part of these proceedings with the evidence available.* The incentive to remove children and place them in state-funded care was a result of a distorted, colonial, and discriminatory funding model which is at the core this case and therefore, in the AFN's view an entirely appropriate factor to include in the FSA. In addition, reliance on an ISC-funded placement allows for an objective means to identify and verify claimants, while relieving them of having to gather evidence and show proof of placement. This is consistent with a trauma-informed process that minimizes the administrative burden on claimants envisioned by the FSA. ISC-funded placements that occurred on-reserve are also covered, and children who were placed in care in that scenario would be entitled to compensation. It is my understanding that those children would not be entitled to compensation under the Compensation Framework.

32. What happens to the eligibility of children who were removed pursuant to Canada's discriminatory FNCFS Program but were not in an ISC-funded placement (e.g. unfunded placement in part of the parent's or child's social network off-reserve)?	These individuals are not eligible for compensation under the FSA. For the specifics as to why ISC-funded placements are covered under the FSA, please refer to my response to Question 31.
33. Why did the AFN agree to only compensate removed children who were placed in ISC funded placements?	Please refer to my response to Question 31.
34. What evidence can you point to that demonstrates that a child will suffer less harm if they are in a non-ISC funded placement?	I object to this question on the basis of relevance, and I am not aware of such evidence.
35. What is your estimate of the number of children who meet the eligibility criteria under section 4.2.1 of the Compensation Framework but who will not be eligible for direct compensation under the FSA?	I cannot provide such an estimate, because to my knowledge such estimates do not exist within the Tribunal record or elsewhere. The intention and primary objective of the AFN throughout the negotiations leading up to AIP and subsequently the FSA was to ensure that victims who are eligible for compensation under the Tribunal's orders are included, to increase the amount of compensation for which they would be eligible and to increase the period of time for eligibility- all of which were accomplished.
36. What will AFN's messaging be to those removed children who are eligible under the Tribunal's Compensation Entitlement Order and Compensation Framework Order but are not eligible for direct compensation under the FSA?	I object to this question on the basis of relevance. However, in the interest of moving this motion along, I will answer it. The AFN has taken active steps to keep its constituents, including potential class members, aware of the class action proceeding to date, including through traditional media, the AFN's social media, and through the AFN-led website www.fnchildcompensation.ca.

37. Please confirm whether all Removed Child Class members (as defined in the FSA) are guaranteed to received at least $40,000	I refer you to section 6.03 of the FSA. It has always been and remains the goal of the parties that all Removed Child Class members will receive a minimum of $40,000. As the Caring Society is aware through its participation in the mediation with the Honourable Leonard Mandamin and the negotiations facilitated by the Honourable Murray Sinclair, at all times, this was at the forefront for the plaintiffs in determining an appropriate settlement amount. While the AFN recognizes that there is no way to guarantee any amount per person until we know precisely how many eligible claimants there are, as described in my Affidavit and the AFN's submissions, the parties have done significant work and engaged experts to provide as much certainty to the minimum of at least $40,000 for each Removed Child as possible. Further, the FSA expressly provides for re-allocation of budgets and allocation of surplus which prioritizes Removed Children. I refer you to sections 6.08 and 6.09 of the FSA.
38. At paragraph 70 of Your Affidavit, you attach a copy of a letter from Peter Gorham, dated February 7, 2022 as Exhibit "H". Please pinpoint Mr. Gorham's references to the joint report "Estimated Class Size – First Nations Children in Care 1991 to 2019" dated 18 January 2021 in his letter of February 7, 2022.	I did not draft either the letter dated February 7, 2022 or the Report dated 18 January 2021 and as such am not in a position to provide pinpoint references as requested.
39. Please advise whether Mr. Gorham consulted with Dr. Trocmé in advance of providing this letter to Mr. Kugler.	It is my understanding that Mr. Gorham and Dr. Trocmé worked collaboratively on the Report dated 18 January 2021 and were in regular communication. Mr. Gorham also prepared the information contained in Exhibit "H" to my Affidavit for Canada.

40. What happens if the $7.25 billion budget set out at Article 6.03(5) of the FSA is exceeded due to the number of claimants? Does each child still receive the $40,000?	I refer you to section 6.08 and 6.09 of the FSA which provide for allocation of surplus and adjustments of budgets in certain circumstances. Where such adjustments are made, priority is given to the classes comprised of children, with the Removed Child Class in first priority. While it is not possible to answer this question definitively without specific knowledge of whether such allocations or budgets will be possible, I note that there would need to be more than 181,250 Approved Child Class members (an increase of nearly 60% more than the Removed Child Class estimate) for the budget of $7.25 billion to be insufficient to pay each Removed Child Class member $40,000. Furthermore, the investment income gained on the $20 billion settlement amount will be available to provide compensation to claimants, including members of the Removed Child Class. In addition, the budget of $7.25 billion was determined on the basis that it would not only compensate each Removed Child Class member a minimum of $40,000 but would ensure adequate additional funds to provide compensation commensurate with harm suffered.
41. Will all children defined under 4.2.5 and 4.2.5.1 of the Compensation Framework be eligible for direct compensation under the FSA? If not, please explain the differences in detail.	I refer you to my answer to Questions 11 and 37 and to the definitions contained within Article 1.01 of the FSA, and in particular to the definition of "First Nations". Further, I note that the definition in Section 4.2.5.1 of the Compensation Framework refers to a number of factors "to be considered and carefully balanced". As far as I am aware, such balancing has not taken place for any of the claimants. I am unable to determine the membership of this group without an

	individualized balancing assessment, in accordance with the Compensation Framework.
42. Will First Nations children with a meaningful connection to the First Nations community (as set out in 4.2.5.1 of the Compensation Framework) be eligible for direct compensation under the FSA? If not, please explain the differences in detail.	The "meaningful connection to the First Nations community" is not a criterion that has been selected for compensation under the FSA. Instead, the parties have chosen objectively verifiable criteria in order to identify those individuals who are eligible for compensation without the necessity of collecting individualized information that requires a claimant to provide their personal story. The criteria for eligibility are set out in Articles 1.01 (Definitions) and Article 6 (Compensation) of the FSA. The AFN is confident that those Removed Child Class members who have a meaningful connection to a First Nations community will receive compensation.
Caregiving Parents and Caregiving Grandparents	
43. At paragraph 77 of Your Affidavit, you set out that a Caregiving Parent or Caregiving Grandparent who has committed abuse is not eligible for compensation. Does this mean that a Caregiving Parent or Caregiving Grandparent will not be eligible for compensation until the removed child has reached the age of majority?	The claims process has not been finalized. The parties have commenced work on a Distribution Protocol, in consultation with the Administrator. This will contain details of compensation eligibility and the process for claiming compensation and will be subject to approval of the Federal Court. Currently, the Federal Court hearing regarding the Distribution Protocol is scheduled for December 20, 2022. It is not the parties' intention to make a parent or grandparent wait until a child reaches age of majority before being eligible for compensation.
44. Why did the AFN decide to have the child fill out an application form in relation to abuse they may have sustained when it could	This question is based upon an erroneous assumption. No children will be filing an application for compensation, as members of the Removed Child Class and Jordan's Principle Class are only eligible

have requested that every Caregiving Parent or Caregiving Grandparent could have filled out a statutory declaration?	to apply for compensation upon attaining the age of majority, upon which they will have three years to submit a claim. The claims forms have not been finalized. Class counsel and the Administrator, and in consultation with experts, is determining the manner of assessing whether abuse has occurred that would disentitle a caregiving parent or grandparent to compensation. This will be done in a manner that is consistent with the trauma-informed and culturally sensitive approach underlying the FSA.
45. At paragraph 79 of Your Affidavit, you set out the "customized eligibility" for Caregiving Parent or Caregiving Grandparent. Why are adoptive parents in a different category from biological parents?	It is my understanding that under the Tribunal's Compensation Decision, only biological parents were eligible for compensation. The AFN viewed it as important to expand the category of parents eligible for compensation to adoptive parents and stepparents, being mindful of the various family arrangements in First Nations communities. This was supported by the Honourable Leonard Mandamin. It is important to recall that the parent(s) or grandparent(s) who were in a caregiving role at the time that a child was placed into care or did not receive access to an essential service are those who are eligible to receive compensation. However, the AFN did not wish to create a situation where there would be competing claims and challenges between multiple parents, which could also have the undesirable consequence of placing the child between those competing claims; a concern also noted by the Tribunal. It was therefore necessary to have priorities in place. For example, in the case of more than two claimants in the category of caregiving parent such as where a child is in a joint custody arrangement between the biological parents, and one of the biological parents has

	a partner who has adopted the child, the determination was made that the two biological parents should be given priority in receiving compensation. This will only occur if each of the three parents is determined to have been in a caregiving role at the time the child was placed into care. Furthermore, biological parents were given priority on the basis that *only* biological parents are eligible for compensation under the Tribunal's Compensation Decision, and AFN sought to adhere to the Tribunal's decision as much as possible.
46. At paragraph 81 of Your Affidavit, you state that "the current cap [of $20 billion] would have made it difficult or impracticable to mirror the Panel's compensation order on the family class, which has the potential to oversubscribe the total compensation amount." The Compensation Entitlement Order and the Compensation Framework Order make clear that each parent or caregiving grandparent is entitled to $40,000. Can you elaborate on how the cap would make it "difficult or impracticable to mirror the Panel's compensation order" in this regard?	The Compensation Order and the Compensation Framework permitted a parent to receive $40,000 for each child removed and for each Jordan's Principle child. Based on the estimate of the number of Removed Children and Jordan's Principle children, we believe there is a risk that there may not be enough money to compensate *all* of the caregiving parents and grandparents $40,000 for each child removed or each Jordan's Principle child. Whether this risk materializes will only be known upon the receipt of a sufficient number of claims to assess the global number of caregiving parents and grandparents. This was a difficult compromise, but one that the parties felt had to be made in order to obtain a $20 billion settlement that will enable tens of thousands of children and parents to receive life-changing compensation. It is important to note that the $5.75 billion allocated to the Removed Child Family Class is possibly sufficient to compensate those who are eligible under the Tribunal's Compensation Decision. Only those caregiving biological parents and/or grandparents were eligible for compensation in accordance with the various

	compensation orders and the Compensation Framework if their child was placed into care *off*-reserve. Therefore, the uncertainty noted above primarily results from the expansion of compensation to those caregiving parents and grandparents whose children were placed on-reserve, which overall, expands the scope of compensation available.
47. Given your statement that it would be difficult or impracticable to mirror the Panel's compensation order, who will be impacted by the FSA in this regard in comparison to the Panel's compensation orders?	The Removed Child class members will benefit by receiving more through an approach to compensation that is designed to be proportionate to the harms that they suffered, rather than $40,000 irrespective of their circumstances. The caregiving parents will be impacted by receiving $40,000 and not more than $60,000 in the case of two or more children removed rather than $40,000 per child removed, which could have resulted in the caregiving parents receiving more money than the Removed Children. The scope (i.e. overall number) of family members of Jordan's Principle class members may receive less compensation, as explained above and in my affidavit. The final amount of compensation available to each member of the Jordan's Principle Family Class is uncertain at this time.
48. What happens if the $5.75 billion budget set out at Article 6.04(5) of the FSA is exceeded due to the number of claimants? Will these claimants still receive $40,000?	It is not possible to know with absolute certainty whether other budgets in the FSA have been exceeded or undersubscribed such that funds can be re-allocated to address such a situation. However, as described in the AFN's submissions and my earlier responses to these questions, the FSA contemplates a review of budgets and anticipated number of claims by the Actuary, in coordination with the Investment Committee, to ensure that reallocations may occur as prescribed by the FSA and based on priorities set out in the agreement.

	The parties to the class action do not foresee a shortfall in the budget set out in Article 6.04(5). If there is an unforeseen high number of caregiving parents or grandparents whose claims are accepted for compensation, the amount of the base compensation for each Removed Child Family Class member may be adjusted in order to ensure that all qualified claimants receive a fair amount of compensation. It is important to note that this would only occur if there were an insufficiency in *all* budgets in the FSA, as surpluses from other budgets may be reallocated in accordance with the priorities set out in the FSA, which may be available to the Removed Child Family Class.
49. What happens if the $2 billion budget set out at Article 6.06(17) of the FSA is exceeded due to the number of claimants? Will these claimants still receive $40,000?	The parties to the class action do not foresee a shortfall in the budget set out in Article 6.06(17). If there is an unforeseen high number of Jordan's Principle and Trout Family Class members, then the base compensation amount would be adjusted to ensure equitable compensation to all. The FSA does not allow for a reallocation of compensation funds budgeted for other groups to this group.
Jordan's Principle	
50. At paragraph 86 of Your Affidavit, you state that "settling on the eligibility criteria for Jordan's Principle is further encumbered by its evolving definition". Does the AFN have concerns regarding the definition of Jordan's Principle and its terms as outlined by the Tribunal in 2020 CHRT 15, 2020 CHRT 20 and in the Compensation Framework Order?	The AFN does not currently have concerns regarding the Tribunal's definition of Jordan's Principle.
51. If so, what are those concerns and are there certain eligible Jordan's Principle victims under the Compensation Framework Order who the AFN is of the view ought not to receive compensation?	Please refer to my response to Question 50.

52. In paragraph 87 of Your Affidavit, you state that mechanisms in the FSA ensure that "those who suffered greater harm will receive a minimum of $40,000" in compensation and "those who suffered less harm will receive up to $40,000" in compensation. On what reasoning found within any of the Tribunal's orders to date did the AFN arrive at formulating an objective hierarchy of harm suffered by Jordan's Principle claimants?	The reasoning behind the distinction discussed in paragraph 87 of my affidavit stems from the fact that certain individuals such as Jeremy Meawasige and Noah Buffalo-Jackson suffered a great deal more as a result of Canada's failure to implement Jordan's Principle than other class members. This is aligned with the principle of proportionality, which is a key principle to the overall compensation structure in the FSA. The parties to the FSA wanted to preserve the possibility that those who suffered to a lesser extent may still receive $40,000, but a cap was required to ensure protection of $40,000 compensation to the members of this class who suffered a greater impact from a failure to access essential services.
53. In the same paragraph, you state that compensation for Jordan's Principle claimants is contingent on the degree of harm suffered. These degrees are separated into two categories under Article 6.06(4) of the FSA, which categorizes Essential Services into "Significant Hardship Essential Service" which, if approved, result in $40,000 of compensation, and "Other Essential Services" which could result in less compensation. Article 6.06(11) of the FSA requires claimants to have suffered "the highest level of severity and duration of a disability, impairment, illness and similar condition based on objective factor". What would happen if an individual falls within the 6.06(4) "Significant Hardship Essential Service" criteria, but they do not meet the 6.06(11) "comparatively suffered the highest level of severity" criteria?	The parties have undertaken significant work with respect to the Jordan's Principle compensation mechanisms. The design of the compensation scheme within the FSA provides guiding principles for compensation, which continue to inform the ongoing discussions with the First Nations Circle of Experts. An individual who falls within the Significant Impact Essential Service category would be eligible to receive a minimum payment of $40,000 without establishing that the claimant suffered a comparatively higher level of severity of impact associated with the failure to access essential services. Proof of having suffered a comparatively higher level of severity is required to receive a minimum payment of $40,000 for individuals in the Other Essential Service category.
54. Does the FSA guarantee a minimum amount of compensation for eligible Jordan's Principle victims currently protected by the Compensation Entitlement Order and the Compensation	Given that the Compensation Framework still left some detail to the Guide (referred to in section 2.5 of the Compensation Framework),

Framework Order? If so, what is the guaranteed base payment for those victims?	it is not possible to know who would have been eligible for compensation in relation to the Jordan's Principle Class. The objective is to provide compensation of $40,000 to Jordan's Principle class members to the extent that this is possible. As noted in the FSA, those who have suffered a high impact as a result of the failure to access essential services will receive a minimum of $40,000 in compensation. Those individuals who experienced a lesser result as a result of a lack of access to essential services may receive $40,000, but this is not possible to know until a sufficient number of claims have been received.
55. For example, will claimants who fall under Article 6.06(13) of the FSA, (which explains when a claimant's eligibility is determined based on "a Confirmed Need for Other Essential Services") receive the $40,000 amount that they were ordered to receive pursuant to the Compensation Entitlement Order and the Compensation Framework Order?	I refer you to my response to Question 54.
56. What is the estimated number of eligible Jordan's Principle victims who may receive less that the ordered $40,000 ordered by the Tribunal and upheld by the Federal Court?	As the Caring Society is aware, there is no comprehensive list of eligible Jordan's Principle victims under the Tribunal orders. Further, it is my understanding that the work of determining the criteria and distribution process in the CHRT Compensation Framework was not finished. The implementation and distribution guide envisioned under s. 2.5 of the Compensation Framework was not agreed to. As such, it is not clear who would be eligible under the CHRT orders (as defined in the Compensation Framework).

57. In section 4.2.4 of the Compensation Framework approved by the Tribunal, "unreasonable delay" is defined to mean "where a request was not determined within 12 hours for an urgent case or 48 hours for other cases." In Article 1.01 of the Final Settlement Agreement, "delay" means "where a member of the Jordan's Principle Class or Trout Child Class requested an Essential Service and they received the requested Essential Service beyond the timeline specified in the Claims Process". Please confirm that the AFN is asking the Tribunal to approve the FSA or amend its orders when the Claims Process is incomplete?	Not confirmed. The Compensation Framework did not define "unreasonable delay" to mean 12 hours for an urgent case or 48 hours for other cases. Rather it created a presumption that failure to meet those timelines would constitute an unreasonable delay, which Canada could rebut with reference to the following factors: a) the nature of the product, support and/or service sought; b) the reason for the delay; c) the potential for the delay to adversely impact the child's needs, as informed by the principle of substantive equality; d) whether the child's need was addressed by a different service, product and/or support of equal or greater quality, duration and quantity, otherwise provided in a reasonable time; e) the normative standards for providing the support, product and/or service in force in the province or territory in which the child resided, or received the service, at the time of the child's need. The Compensation Framework stipulated that "[a]s part of the Guide, the Parties will agree on a process for Canada to provide the Central Administrator with child specific information applying the factors noted above in the child's case in order to rebut the presumption." Thus, the process contemplated by the Compensation Framework was itself incomplete. The parties seek an order from the Tribunal permitting them to complete the Claims Process in good faith that will give clear timelines and guidance to the Administrator on how to apply the concept of "unreasonable delay".

58. If the timeline specified in the Claims Process has been determined since you prepared Your Affidavit, please indicate whether the definition of "unreasonable delay" mirrors the order of the Tribunal. If it does not, please advise what the definition of "delay" is in the Claims Process.	Please refer to my response to Question 57.
59. Does the FSA contain any eligibility provisions on children in palliative care, as was specifically considered in 4.3 of the Compensation Framework? If not, why are children who were receiving palliative care not provided the same eligibility determination as has already been ordered by the Tribunal in Compensation Framework Order?	The parameters of eligibility including those children receiving palliative care services is under development with the Circle of Experts informing Jordan's Principle compensation and may be indeed be considered along the same lines as section 4.3 of the Compensation Framework. However, I cannot comment upon the specifics of the work at this time as this work is subject to settlement privilege.
60. At paragraph 90 of Your Affidavit, you say that an "Approved Jordan's Principle Class Member will receive a minimum of $40,000 in compensation where they establish a confirmed need for an Essential Service and have established a confirmed need for another essential service and suffered higher levels of impact than other Jordan's Principle Claimants" (emphasis added). Have the "objective factors" that you say will be used to measure such impact been developed? If so, what are they?	The objective factors to be applied to Jordan's Principle have been the subject of discussion amongst class counsel and the AFN Circle of Experts and as such, are subject to settlement privilege. This work is ongoing. The final objective factors to determine "significant impact" will be made available to class members in the Distribution Protocol, once approved by the Federal Court.
61. If they have not been developed, when will this work be complete?	The final list of factors to determine the level of impact will be subject to approval of the Federal Court through the Distribution Protocol, which is currently scheduled for December 2022.

62. Will this work be complete and made public prior to the expiry of the opt-out period?	Yes, the parties' intention is that the Distribution Protocol will be presented to the Federal Court in December 2022. It is my understanding that the opt-out period expires on February 19, 2023.
63. What percentage of Jordan's Principle claimants to you expect will meet this threshold? Please explain the evidentiary basis for this expectation.	As the number of eligible Jordan's Principle claimants is not known at this time, and the objective factors have not yet been approved by the Federal Court. I do not view it to be appropriate to comment upon my expectations.
64. In paragraph 94 of Your Affidavit, you refer to a "Circle of Experts". Please identify these individuals and what methods they are using to develop "a recommended process to assess Jordan's Principle claims".	The individuals who are participating in the Circle of Experts and the subject matter of discussion is subject to settlement privilege. However, I can comment that the Circle of Experts consists of experts in the area of Jordan's Principle and were identified by the AFN.
65. What happens if the $3 billion budget set out at Article 6.06(9) is exceeded due to the number of claimants? Will these claimants still receive $40,000?	It has always been and remains the intention of the parties to the FSA that Jordan's Principle class members will receive $40,000. As set out in sections 6.08 and 6.09, settlement funds can be reallocated to Jordan's Principle Class and Trout Class members in the event that the budget allocated is not sufficient based on the number of claimants.
Estates of Deceased Class Members	
66. In paragraphs 105-107 of Your Affidavit, you discuss the "limited approach to compensation than what was ordered by this Panel […] with respect to the estates of deceased class members." In 2020 CHRT 7 at para 152 the Tribunal ordered Canada to pay	Where a claim has been submitted prior to the death of the claimant, the estates of caregiving parents or caregiving grandparents may be eligible to receive compensation.

$40,000 in compensation to the estates of "all First Nations Children and parents or caregiving grandparents who have died after suffering discriminatory practices described in the Compensation Decision Order". Article 13.02 of the Final Settlement Agreement states that "The Estates of the Removed Child Family Class, the Jordan's Principle Family Class or the Trout Family Class are not eligible for compensation, unless a complete Claim was submitted by the member of the Removed Child Family Class, the Jordan's Principle Family Class or the Trout Family Class prior to death." Please confirm that all parents or caregiving grandparents who have died after suffering discriminatory practices outlined in the Compensation order will not be given $40,000, as per the Tribunal's orders?	The estates of eligible Removed Child, Jordan's Principle and Trout class members, provided they are otherwise qualified members of the class, will also be eligible for compensation, regardless of when the class member has died. In all other cases, the estates are not eligible to receive compensation. The parties made this difficult decision to ensure that there are sufficient funds available to prioritize compensation for children. This was in accordance with our directions received from the representative plaintiffs and the input received from the AFN Executive Committee and our First Nations.
67. Please confirm whether this also means that the estates of all parents or caregiving grandparents who died after the Tribunal made the Compensation Entitlement Order will also not receive compensation under the FSA?	I refer you to my response to Question 66 above.
68. What guiding principle was used to determine that the estates of parents who have died before submitting a claim should be cut out of receiving compensation, notwithstanding the Tribunal's orders?	I refer you to my response to Question 66 above. The beneficiaries of estates of caregiving family members are often the children themselves. As the children will be receiving compensation, the parties felt that it would be an appropriate compromise (even if difficult) not to pay the estates of deceased family members.
69. What is the estimate number of estates that will be excluded from the FSA?	I do not have a list of eligible Removed Child Family Class, Jordan's Principle Family Class or Trout Family Class claimants who are deceased, nor am I aware of any data to provide such an estimate. The parties consider the more significant factors in the settlement are the timeliness of delivery of compensation to victims, the

	increased compensation available to those victims who suffered the most harm, and the expansion of the time frame for compensation such that so many more victims will be compensated than what was possible in the Tribunal proceedings.
70. Is it true that the estate of the mother of Jordan River Anderson, Virginia Ballantyne (of whom Jordan's Principle bears its name) will not be entitled to compensation under the FSA's proposed compensation regime?	It is true that the estate of Virginia Ballantyne will not receive compensation under the FSA. The estate would not receive compensation under the Tribunal Decision either. However, the FSA allows the estate of Jordan River Anderson to receive compensation.
71. Do you believe this exclusion reflects the "spirit and intent" of the Tribunal's various compensation orders? How does this accord with your statement at paragraph 5 of Your Affidavit, in reference to Jordan's family and the AFN's previous position submitted to the Tribunal at paragraphs 30-31 of its April 30, 2020 submissions?	Yes. As a party to the Tribunal proceedings since the outset, and the only Party who fought for compensation to be paid directly to individuals, the AFN has approached the FSA with the spirit and intent of the Tribunal's compensation orders squarely in mind and advocated tirelessly to ensure that the FSA is reflective of the harms suffered, not just by those covered by the Tribunal's ruling, but many others. You will note that at Paragraph 31 of the April 30th, 2020 submissions, the AFN acknowledged that Canada was not bound to compensate Jordan River Anderson's mother. In our submission at that time, we agreed that Canada "should be encouraged to pay compensation". We continue to encourage Canada to pay this compensation. It is notable that the Caring Society seeks to hold the AFN to its past submissions. I note that the Caring Society did not support compensation being paid directly to victims. Rather, it was the Caring Society's position in its April 3, 2019 submissions at paragraph 39 that compensation awards should be redirected into a "spirit bear trust" fund to be used to "provide access to services

	through the funds placed in trust, for services such as culture and language programs, family reunification programs, counselling, health and wellness programs, and education programs". I would also note that many of these and other services can be accessed through the Cy-près fund and/or through the settlement supports that Canada has agreed to fund on top of the compensation payment.
72. Are you aware that the estate of Maurina Beadle will be excluded? How does accord with AFN's position as set out in the last sentence of paragraph 5 of Your Affidavit?	I refer you to my answers at questions 70-71 above. I would add that Jeremy Meawasige will be eligible to apply for compensation as a Jordan's Principle claimant, such that family members of Maurina Beadle will not be without compensation.
Supportive Elements for Claimants	
73. At paragraph 120 of Your Affidavit, you note health supports will be incorporated into the FSA and that these supports were the subject of negotiation of a specific taskforce. Who are the members of the specific taskforce and what are their related credentials in the area of health, children in care and Jordan's Principle?	The composition of this taskforce is subject to settlement privilege. However, I can confirm that membership consisted of First Nations experts in their field of expertise across health, children in care and Jordan's Principle.
74. At paragraph 121 of Your Affidavit, you note that "supports will be made available to claimants through the claims process". However, the youth in care recommendations made in *Justice, Equity and Culture: the First-ever YICC Gathering of First Nations Youth Advisors* (cited in Exhibit "E" – *Children Back*, *Land Back)* state that supports be provided before, during and after the claims process. What efforts, if any, are being taken to ensure the supports meet the specific needs of children and youth in care and formerly in care, as well as their parents and caregiving grandparents?	Please refer to Article 8 in the FSA. The AFN is collaborating with the Government of Canada and other Parties to the FSA on the design and implementation of the supports for children in and formerly in care; their parents and grandparents; as well as other First Nation individuals impacted by this settlement to ensure that adequate supports that specifically address the unique needs of the class are in place throughout the settlement process. As this work is ongoing and is subject to settlement privilege, I cannot comment further.

75. At paragraph 122 of Your Affidavit, you note that AFN will receive $2.5 million over 5 years to "administer a help desk, employ liaisons to provide claimants with culturally safe assistance and information". How will these funds assist claimants who are still children?	The method of administering these funds is still under consideration and will be finalized prior to the start of the claim period. Children will be able to access supports, even if they are not eligible to apply for compensation.
76. What services or other supportive elements will be specifically provided by the AFN and how will they be tailored to the unique needs of children and youth?	Please refer to my response to Question 75.
Nature and Scope of the Motion	
77. Have you reviewed Dr. Blackstock's letter addressed to Regional Chief Woodhouse, dated January 21, 2022?	Yes
78. When did you become aware of this letter?	The AFN became aware of the letter shortly after it was issued to Regional Chief Woodhouse. I am not sure of the specific date.
79. Are you aware that she received no response from Regional Chief Woodhouse or any formal response from the AFN?	Yes.
80. Does the AFN plan to respond to Dr. Blackstock's letter?	Yes we will respond in due course.
81. The Notice of Motion seeks, among other things, "variation of the Tribunal's Compensation Decision, Compensation Framework, and other compensation related orders, to conform to the proposed	The Caring Society has already noted such variations in the cross-examination questions posed. Further, any such variations are evident and outlined in the materials filed in support of the present

Final Settlement Agreement". What specific variations is the AFN requesting?	motion, the AFN's submissions to the Tribunal and my responses to these cross-examination questions.
82. How do those variations line up with the principles set out by the Tribunal in the Compensation Entitlement Order and the Compensation Framework Order?	I object to this question on the basis that it is asking for a legal opinion and on the basis that it is not based upon my affidavit. I am not in a position to provide such a response.
83. How do those variations take into consideration the best interests of the child?	I object to this question on the basis that it is asking for a legal opinion and on the basis that it is not based upon my affidavit.