

## SCHEDULE G

### ORDER

#### **THIS COURT ORDERS that:**

1. The above captioned proceeding is certified as a class proceeding with the following conditions:

a. The Class shall be defined as:

The Tk'emlúps te Secwépemc Indian Band and the Sechelt Indian Band and any other Indian Band(s) which:

- (i) has or had some members who are or were members who were Survivors, or in whose community a Residential School is located; and
- (ii) is specifically added to this claim with one or more specifically Identified Residential Schools.

b. The Class's Representative Plaintiffs shall be:

Tk'emlúps te Secwépemc Indian Band; and  
  
Sechelt Indian Band.

c. The nature of the claims of the Class are:

Breaches of fiduciary and constitutionally mandated duties, breach of Aboriginal Rights, breaches of International Conventions and/or Covenants, and breaches of international law committed by or on behalf of Canada for which Canada is liable.

- d. The relief claimed by the Class is as follows:
- i. a Declaration that the Sechelt Indian Band and Tk'emlúps te Secwépemc Indian Band, and all members of the Class, have Aboriginal Rights to speak their traditional languages, to engage in their traditional customs and religious practices;
  - ii. a Declaration that Canada owed and was in breach of the fiduciary, constitutionally-mandated, statutory and common law duties, as well as breaches of International Conventions and Covenants, and breaches of international law, to the Class members in relation to the purpose, establishment, funding, operation, supervision, control, maintenance, obligatory attendance of Survivors at, and support of, the SIRS and the KIRS and other Identified Residential Schools;
  - iii. a Declaration that the Residential Schools Policy and the KIRS, the SIRS and Identified Residential Schools caused Cultural, Linguistic and Social Damage and irreparable harm to the Class;
  - iv. a Declaration that Canada was or is in breach of the Class members' linguistic and cultural rights (Aboriginal Rights or otherwise), as well as breaches of International Conventions and Covenants, and breaches of international law, as a consequence of its establishment, funding, operation, supervision, control and maintenance, and obligatory attendance of Survivors at and support of the Residential Schools Policy, and the Identified Residential Schools;

- v. a Declaration that Canada is liable to the Class members for the damages caused by its breach of fiduciary and constitutionally mandated duties and Aboriginal Rights, as well as breaches of International Conventions and Covenants, and breaches of international law, in relation to the purpose, establishment, funding, operation, supervision, control and maintenance, and obligatory attendance of Survivors at and support of the Identified Residential Schools;
  - vi. non-pecuniary and pecuniary damages and special damages for breach of fiduciary and constitutionally mandated duties and Aboriginal Rights, as well as breaches of International Conventions and Covenants, and breaches of international law, including amounts to cover the ongoing cost of care and development of wellness plans for members of the bands in the Class, as well as the costs of restoring, protecting and preserving the linguistic and cultural heritage of the Class for which Canada is liable;
  - vii. The construction and maintenance of healing and education centres in the Class communities and such further and other centres or operations as may mitigate the losses suffered and that this Honourable Court may find to be appropriate and just;
  - viii. exemplary and punitive damages for which Canada is liable; and
  - ix. pre-judgment and post-judgment interest and costs.
- e. The common questions of law or fact are:

- a. Through the purpose, operation or management of any of the Residential Schools during the Class Period, did the Defendant breach a fiduciary duty owed to the Class not to destroy their language and culture?
- b. Through the purpose, operation or management of any of the Residential Schools during the Class Period, did the Defendant breach the cultural and/or linguistic rights, be they Aboriginal Rights or otherwise, of the Class?
- c. If the answer to any of (a)-(b) above is yes, can the Court make an aggregate assessment of the damages suffered by the Class as part of the common issues trial?
- d. If the answer to any of (a)-(b) above is yes, was the Defendant guilty of conduct that justifies an award of punitive damages; and
- e. If the answer to (d) above is yes, what amount of punitive damages ought to be awarded?
- f. The following definitions apply to this Order:
  - a. “Aboriginal(s)”, “Aboriginal Person(s)” or “Aboriginal Child(ren)” means a person or persons whose rights are recognized and affirmed by the *Constitution Act, 1982*, s. 35;
  - b. “Aboriginal Right(s)” means any or all of the Aboriginal and treaty rights recognized and affirmed by the *Constitution Act, 1982*, s. 35;

- c. “Agreement” means the Indian Residential Schools Settlement Agreement dated May 10, 2006, entered into by Canada to settle claims relating to Residential Schools as approved in the orders granted in various jurisdictions across Canada;
- d. “Canada” means the Defendant, Her Majesty the Queen;
- e. “Class Period” means 1920 to 1997;
- f. “Cultural, Linguistic and Social Damage” means the damage or harm caused by the creation and implementation of Residential Schools and Residential Schools Policy to the educational, governmental, economic, cultural, linguistic, spiritual and social customs, practices and way of life, traditional governance structures, as well as to the community and individual security and wellbeing, of Aboriginal Persons;
- g. “Identified Residential School(s)” means the KIRS or the SIRS or any other Residential School specifically identified as a member of the Band Class;
- h. “KIRS” means the Kamloops Indian Residential School;
- i. “Residential Schools” means all Indian Residential Schools recognized under the Agreement and listed in Schedule “A” appended to this Order which Schedule may be amended from time to time by Order of this Court;
- j. “Residential Schools Policy” means the policy of Canada with respect to the implementation of Indian Residential Schools;

- k. “Survivors” means all Aboriginal persons who attended as a student or for educational purposes for any period at a Residential School, during the Class Period, excluding, for any individual Survivor, such periods of time for which that Survivor received compensation by way of the Common Experience Payment under the Agreement. For greater clarity, Survivors are all those who were members of the formerly certified Survivor Class in this proceeding, whose claims were settled on terms set out in the Settlement Agreement signed on [DATE], and approved by the Federal Court on [DATE]; and
- l. “SIRS” means the Sechelt Indian Residential School.
- g. Members of the Class are the representative plaintiff Indian Bands as well as those Indian Bands that opted in by the opt-in deadline previously set by this Court.
- h. Either party may apply to this Court to amend the list of Residential Schools set out in Schedule “A” hereto, for the purpose of this proceeding.

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Judge

**SCHEDULE “A”  
to the Order of Justice MacDonald  
LIST OF RESIDENTIAL SCHOOLS**

**British Columbia Residential Schools**

Ahousaht  
Alberni  
Cariboo (St. Joseph’s, William’s Lake)  
Christie (Clayoquot, Kakawis)  
Coqualeetza from 1924 to 1940  
Cranbrook (St. Eugene’s, Kootenay)  
Kamloops  
Kuper Island  
Lejac (Fraser Lake)  
Lower Post  
St George’s (Lytton)  
St. Mary’s (Mission)  
St. Michael’s (Alert Bay Girls’ Home, Alert Bay Boys’ Home)  
Sechelt  
St. Paul’s (Squamish, North Vancouver)  
Port Simpson (Crosby Home for Girls)  
Kitimaat  
Anahim Lake Dormitory (September 1968 to June 1977)

**Alberta Residential Schools**

Assumption (Hay Lake)  
Blue Quills (Saddle Lake, Lac la Biche, Sacred Heart)  
Crowfoot (Blackfoot, St. Joseph’s, Ste. Trinité)  
Desmarais (Wabiscaw Lake, St. Martin’s, Wabisca Roman Catholic)  
Edmonton (Poundmaker, replaced Red Deer Industrial)  
Ermineskin (Hobbema)  
Holy Angels (Fort Chipewyan, École des Saint-Anges)  
Fort Vermilion (St. Henry’s)

Joussard (St. Bruno's)  
Lac La Biche (Notre Dame des Victoires)  
Lesser Slave Lake (St. Peter's)  
Morley (Stony/Stoney, replaced McDougall Orphanage)  
Old Sun (Blackfoot)  
Sacred Heart (Peigan, Brocket)  
St. Albert (Youville)  
St. Augustine (Smokey-River)  
St. Cyprian (Queen Victoria's Jubilee Home, Peigan)  
St. Joseph's (High River, Dunbow)  
St. Mary's (Blood, Immaculate Conception)  
St. Paul's (Blood)  
Sturgeon Lake (Calais, St. Francis Xavier)  
Wabasca (St. John's)  
Whitefish Lake (St. Andrew's)  
Grouard to December 1957  
Sarcee (St. Barnabas)

### **Saskatchewan Residential Schools**

Beauval (Lac la Plonge)  
File Hills  
Gordon's  
Lac La Ronge (see Prince Albert)  
Lebret (Qu'Appelle, Whitecalf, St. Paul's High School)  
Marieval (Cowessess, Crooked Lake)  
Muscowequan (Lestock, Touchwood)  
Onion Lake Anglican (see Prince Albert)  
Prince Albert (Onion Lake, St. Alban's, All Saints, St. Barnabas, Lac La Ronge)  
Regina  
Round Lake  
St. Anthony's (Onion Lake, Sacred Heart)  
St. Michael's (Duck Lake)  
St. Philip's



Sturgeon Landing (replaced by Guy Hill, MB)

Thunderchild (Delmas, St. Henri)

Crowstand

Fort Pelly

Cote Improved Federal Day School (September 1928 to June 1940)

### **Manitoba Residential Schools**

Assiniboia (Winnipeg)

Birtle

Brandon

Churchill Vocational Centre

Cross Lake (St. Joseph's, Norway House)

Dauphin (replaced McKay)

Elkhorn (Washakada)

Fort Alexander (Pine Falls)

Guy Hill (Clearwater, the Pas, formerly Sturgeon Landing, SK)

McKay (The Pas, replaced by Dauphin)

Norway House

Pine Creek (Campeville)

Portage la Prairie

Sandy Bay

Notre Dame Hostel (Norway House Catholic, Jack River Hostel, replaced Jack River Annex at Cross Lake)

### **Ontario Residential Schools**

Bishop Horden Hall (Moose Fort, Moose Factory)

Cecilia Jeffrey (Kenora, Shoal Lake)

Chapleau (St. John's)

Fort Frances (St. Margaret's)

McIntosh (Kenora)

Mohawk Institute

Mount Elgin (Muncey, St. Thomas)

Pelican Lake (Pelican Falls)

Poplar Hill

St. Anne's (Fort Albany)

St. Mary's (Kenora, St. Anthony's)

Shingwauk

Spanish Boys' School (Charles Garnier, St. Joseph's)

Spanish Girls' School (St. Joseph's, St. Peter's, St. Anne's)

St. Joseph's/Fort William

Stirland Lake High School (Wahbon Bay Academy) from September 1, 1971 to June 30, 1991

Cristal Lake High School (September 1, 1976 to June 30, 1986)

### **Quebec Residential Schools**

Amos

Fort George (Anglican)

Fort George (Roman Catholic)

La Tuque

Point Bleue

Sept-Îles

Federal Hostels at Great Whale River

Federal Hostels at Port Harrison

Federal Hostels at George River

Federal Hostel at Payne Bay (Bellin)

Fort George Hostels (September 1, 1975 to June 30, 1978)

Mistassini Hostels (September 1, 1971 to June 30, 1978)

### **Nova Scotia Residential Schools**

Shubenacadie

### **Nunavut Residential Schools**

Chesterfield Inlet (Joseph Bernier, Turquetil Hall)

Federal Hostels at Panniqtuug/Pangnirtang

Federal Hostels at Broughton Island/Qikiqtarjuaq

Federal Hostels at Cape Dorset Kinngait

Federal Hostels at Eskimo Point/Arviat

Federal Hostels at Igloolik/Iglulik  
Federal Hostels at Baker Lake/Qamani'tuaq  
Federal Hostels at Pond Inlet/Mittimatalik  
Federal Hostels at Cambridge Bay  
Federal Hostels at Lake Harbour  
Federal Hostels at Belcher Islands  
Federal Hostels at Frobisher Bay/Ukkivik  
Federal Tent Hostel at Coppermine

### **Northwest Territories Residential Schools**

Aklavik (Immaculate Conception)  
Aklavik (All Saints)  
Fort McPherson (Fleming Hall)  
Ford Providence (Sacred Heart)  
Fort Resolution (St. Joseph's)  
Fort Simpson (Bompas Hall)  
Fort Simpson (Lapointe Hall)  
Fort Smith (Breynat Hall)  
HayRiver-(St. Peter's)  
Inuvik (Grollier Hall)  
Inuvik (Stringer Hall)  
Yellowknife (Akaitcho Hall)  
Fort Smith -Grandin College  
Federal Hostel at Fort Franklin

### **Yukon Residential Schools**

Carcross (Chooulta)  
Yukon Hall (Whitehorse/Protestant Hostel)  
Coudert Hall (Whitehorse Hostel/Student Residence -replaced by Yukon Hall)  
Whitehorse Baptist Mission  
Shingle Point Eskimo Residential School  
St. Paul's Hostel from September 1920 to June 1943