

## **GENERAL INFORMATION ONLY – NOT INTENDED AS LEGAL ADVICE**

### **CLASS MEMBER UPDATE**

*Prepared by McCarthy Tétrault and OKT LLP – October \_ 2021*

## **FINAL SETTLEMENT AGREEMENT WITH CANADA IN THE NATIONAL DRINKING WATER CLASS ACTION**

### **SETTLEMENT AGREEMENT SUMMARY**

#### ***Background***

In 2019, Neskantaga First Nation, Curve Lake First Nation and Tataskweyak Cree Nation – with the help of law firms Olthuis Kleer Townshend LLP (OKT) and McCarthy Tétrault LLP (McCarthy Tétrault) – started national class action lawsuits to address long-term drinking water advisories in their communities and other First Nations across Canada. The lawsuits were certified in both the Court of Queen's Bench of Manitoba and the Federal Court of Canada (the Courts).

The lawsuits address Canada's failure to take all reasonable steps to ensure that First Nations reserves have adequate access to safe drinking water. The lawsuits attempt to force Canada to immediately fix and meaningfully address ongoing issues with drinking water that continue to harm First Nations people from coast to coast. The lawsuits also seek financial compensation for difficulties community members have experienced from a lack of safe drinking water.

As of 27 July 2021, Canada, Neskantaga First Nation, Curve Lake First Nation, and Tataskweyak Cree Nation signed an Agreement in Principle setting out the framework for a settlement agreement with Canada.

Since then, Canada has been working with the lawyers at OKT and McCarthy Tétrault to draft a final settlement agreement. The final settlement agreement, now concluded and subject to approval of the Courts, implements the promises made in the Agreement in Principle. We have summarized the final settlement agreement in the chart below.

This agreement achieves all of the goals of the lawsuits because it will require Canada to take action on solving ongoing water issues in First Nations; create a legally binding obligation on Canada to use all reasonable efforts to make sure these kinds of drinking water issues never happen again; and compensate individuals and First Nations for the harms suffered from not having safe drinking water.

If the Courts approve this agreement your First Nation will have 270 days to opt-in by using Schedule D: Form of Band Council Resolution (explained below). On top of opting in, leadership has the opportunity to provide a list of persons ordinarily resident on-reserve during the long-term boil water advisories, to help ensure those eligible individuals receive compensation.

There are no next steps for you right now. If the Courts approve the agreement, the Administrator will reach out to provide notice and give you ample opportunity and resources to submit individual members' claims. We will also make ourselves available to both leadership and individual community members to provide specific legal advice with the claims process, and in that event we would request that the First Nations and individuals sign engagement letters with us (because we would be providing legal advice in these scenarios).

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### Section-by-Section Summary

ART.	Summary & Explanation
1	<p><b><i>Interpretation</i></b></p> <p>This article defines key terms that are used throughout the Agreement. A few terms we'd like to highlight for you:</p> <p>“Acceptance Deadline” sets the length of time that First Nations will have to accept or not accept this agreement. It is 270 days after the agreement has been finally approved by the Courts (meaning that the Courts have approved the agreement and any appeals have been dismissed or the time for appeals has passed).</p> <p>“Band Council Confirmation” is an optional declaration by a First Nation class member identifying individual class members and the dates they were ordinarily resident on reserve during a long-term drinking water advisory.</p> <p>“Claims Deadline” is the date by which all individual class members must submit their claims. . It is one year after the agreement has been finally approved by the Courts (meaning that the Courts have approved the agreement and any appeals have been dismissed or the time for appeals has passed).</p>
2	<p><b><i>Effective Date of Agreement</i></b></p> <p>This article explains that the agreement will become binding on individual class members on the Implementation date – the date after the Courts approve the agreement and any appeals have finished.</p> <p>The date the agreement becomes binding on First Nations depends on when they accept the agreement. If they accept it before the implementation date, then it will become binding on them at the same time as individual class members – on the implementation date. If they accept it after that, it becomes binding on the date they accept it.</p> <p>First Nations will have <b>270</b> days after the implementation date (after the court approval process, including any appeals) to accept the agreement. If they do not accept it within that time, they will not be part of this settlement.</p> <p>This article also explains that the Courts will consider legal fees separately. If the Courts have any issue with the legal fees, that will <u>not</u> impact the settlement if the Courts approve the rest of the agreement.</p>

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ART.	Summary & Explanation
3	<p><b><i>Administration</i></b></p> <p>This article outlines the role of the Administrator. The Administrator will be responsible for running the claims process from start to finish, including making sure individual class members and First Nations are informed about the agreement, answering questions, providing support to individuals making claims, and deciding whether claimants are eligible for compensation and, if so, the amount of that compensation. Finally, they will be responsible for paying out the compensation.</p> <p>Canada will pay for the Administrator, and related services for administration, to a maximum of \$50 million.</p>
4	<p><b><i>Trust Fund</i></b></p> <p>This article provides that Canada will compensate class members for the harms and hardships suffered while they did not have safe water. Canada will put <b>\$1,438,000,000</b> into a trust within 60 days of the Courts approving the agreement (including any appeals). This trust will be used to pay a base amount of compensation to individual class members, and, if needed, First Nations class members. Up to <b>\$400,000,000</b> can be transferred from this fund to the fund for collective First Nation damages.</p> <p>Depending on how many claims are made and how much money remains in the trust after claims are paid, the Trust Fund could also be used to (in order of priority):</p> <ul style="list-style-type: none"> <li>• add funds to the Specified Injuries Compensation Fund (discussed below),</li> <li>• pay individual damages or First Nations damages from claimants that claimed after the deadline,</li> <li>• increase the damages paid to individuals or First Nations, or</li> <li>• fund programming to promote education, cultural or spiritual practices, study, or healing in connection with Long-Term Drinking Water advisories.</li> </ul> <p>The decision on how to use surplus funds will be made by a Joint Committee of class counsel, consisting of two members from McCarthy Tétrault and one member from OKT. The funds will be distributed in the order of priority, as set out above, and any distribution must be approved by the Courts.</p>
5	<p><b><i>Specified Injuries Compensation Fund</i></b></p> <p>This article details how much money Canada will pay for specified injuries (serious harms caused by unsafe water). This compensation is specifically for individuals that followed the drinking water advisories and still suffered injuries or illnesses. These injuries are set out in more detail in Schedule H, explained below. They include both physical and mental harms, including trauma.</p>

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ART.	<b>Summary &amp; Explanation</b>
	Canada will pay <b>\$50,000,000</b> into a trust, the Specified Injuries Compensation Fund, within 60 days of the final court approval (including any appeals).
<b>6</b>	<p><b><i>First Nations Economic and Cultural Restoration Fund</i></b></p> <p>This article establishes the fund through which First Nations will receive collective compensation. Canada will pay <b>\$400,000,000</b> into the First Nations Economic and Cultural Restoration Fund. First Nation damages will be paid out of this fund. As we noted above, additional money can be transferred into this fund from the main Trust Fund.</p>
<b>7</b>	<p><b><i>Claims Process</i></b></p> <p>This section sets out the structure of the claims process, and discusses more of the Administrator's responsibilities.</p> <p>The Administrator must give written notice of its decisions on all claims, and, where the Administrator determines that a claimant is not eligible, provide reasons for that decision.</p> <p>Once they receive the decision, a claimant will have 60 days to appeal a determination that they are not eligible. Appeals will be determined by a third party assessor, appointed by the Courts.</p> <p>Similarly, First Nations will be able to appeal the decision of the administration respecting the base payment and calculation of First Nations Damages within 30 days of receiving the decision. Appeals will be determined by a court-appointed third party assessor.</p> <p>Where a First Nation provides a Band Council Confirmation indicating who was ordinarily resident on the reserve during a long term water advisory, no further evidence will be needed of the residency of those individuals.</p> <p>If the Administrator receives claims for specified injuries that are not included in the grid (explained below in article 8 and Schedule H), they will refer those to a committee with representatives of Canada, class counsel, and First Nations (called the Settlement Implementation Committee).</p>
<b>8</b>	<p><b><i>Retrospective Compensation</i></b></p> <p>This section explains how individuals and First Nations will be compensated for the harms suffered from not having safe drinking water.</p> <p><b>Individuals</b></p>

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	<p>To receive money under the agreement, individuals will need to be a member of a First Nation, and have been ordinarily resident on a reserve for at least one year while it was under a drinking water advisory. Under this agreement, a person is ordinarily resident on reserve if they lived on the reserve for a greater portion of the year than they lived anywhere else. Those who normally lived (or live) on the reserve but were away for school for portions of the year when they were (or are) 18 or under will be considered ordinarily resident on the reserve for that period of time.</p> <p>Damages for these individuals will vary depending on age. Individuals born after 1995 can claim for all the years and portions of the years between November 20, 1995 and June 20, 2021 while they were ordinarily resident on reserve during a drinking water advisory that lasted a year or more.</p> <p>Individuals born before November 20, 1995 can claim for all years and portions of years between November 20, 2013 and June 20, 2021 where they were ordinarily resident on reserve during a drinking water advisory that lasted a year or more. This distinction is a result of Canadian laws that place limits on how long adults have to bring a lawsuit after an event happens.</p> <p>The joint committee will determine how much individuals can be paid, based on how many people claim and how many First Nations join the class action. Depending on the determinations of an actuary, the anticipated amounts are:</p> <ul style="list-style-type: none"><li>• \$2,000 per year for people in remote First Nations;</li><li>• \$2,000 per year for people in non-remote First Nations under do not use advisories;</li><li>• \$1,650 per year for people in non-remote First Nations under do not consume advisories; and</li><li>• \$1,300 per year for people in non-remote First Nations under boil water advisories.</li></ul> <p>Where someone is entitled to receive money for portions of a year they were living on reserve, that will be calculated by dividing the annual amount they would have been entitled to by 365, then multiplying that amount by the number of days the individual was living under the drinking water advisory.</p> <p><b>Timing</b></p> <p>Claims will be paid within 120 days after the claims deadline. The claims deadline is one year after the agreement is finally approved by the Court and any appeals have finished.</p> <p><b>Specified Injuries</b></p>

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	<p>In addition to the damages individuals receive for having lived under a drinking water advisory, people who followed the drinking water advisory and still suffered specified injuries can claim more money.</p> <p>The specific injuries that can be compensated, and the amounts that individuals are expected to receive (subject to the number of people who make claims), are set out in Schedule H of the agreement. The person making the claim will need to show both that they suffered the injury, and that the injury was caused by using the water in accordance with the drinking water advisory or by restricted access to safe water caused by the advisory.</p> <p>The eligibility requirements set out above also apply here: to be eligible to claim a specified injury, you must have been ordinarily resident on a reserve under a drinking water advisory for at least a year while the advisory was in place. The injury must have occurred during that time, while you were living on reserve and under the advisory. Individuals born before November 20, 1995 will only be able to claim for injuries that happened or continued during drinking water advisories after November 2013. Individuals born after November 20, 1995 will be able to claim for injuries going back to that date.</p> <p>The claims will be paid 90 days after the claims deadline. Depending on how many people make successful claims, the amount individuals receive may be less than what is set out in Schedule H.</p> <p><b>First Nation Class Member Damages</b></p> <p>Every First Nation that joins the settlement will receive a base payment of \$500,000. This will be paid within 90 days of either the date that the First Nation accepts the agreement or, for First Nations that accept the agreement before it is finally approved by the Courts, within 90 days of that final approval (including any appeals).</p> <p>First Nations will also receive an amount equal to 50% of the total damages, not including specified injuries, paid to individual class members living on that First Nation's reserve. This will be paid in instalments every six months after the initial base payment is made. For example, if the total claims by individuals in a First Nation total \$5 million, the First Nation will receive \$2.5 million plus the \$500,000 base payment for a total of \$3 million. First Nations are free to use this money for any purpose.</p>
9	<p><b>Prospective Relief</b></p> <p>This section sets out the relief going forward, to ensure that First Nations have access to safe water.</p> <p><b>Action Plan</b></p> <p>Canada has committed to taking all reasonable steps to remove long-term drinking water advisories affecting class members, including doing everything set out in their action plan. Once the agreement is approved by the Courts, this action plan will be a</p>

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	<p>legal commitment, rather than just a political commitment, and can be enforced through the dispute resolution process set out in this agreement. The action plan will be updated regularly, and forms only part of Canada's commitment.</p> <p><b>The Commitment</b></p> <p>Canada has committed to make all reasonable efforts to ensure individual class members living on reserves have regular access to drinking water in their homes. This water will have to meet either federal or provincial water quality standards, whichever is stricter. And, the amount of water must be enough that it allows people to use water for all the usual things people in Canada use water for, like drinking, bathing and showering, making food, washing dishes, and cleaning their home and clothes.</p> <p>While the commitment is for Canada to make all reasonable efforts, it is not up to Canada alone to decide what is reasonable and what is not. Issues with Canada's efforts can be dealt with through the dispute resolution mechanism set up by this agreement. Factors that will be considered when determining whether or not the efforts were reasonable will include:</p> <ul style="list-style-type: none"><li>• what the First Nation sees as reasonable</li><li>• federal or provincial standards and protocols relating to water</li><li>• whether monitoring and testing are performed on the water system</li><li>• the location of the home, including how close it is to centralized water systems</li></ul> <p>Under this agreement, Canada must spend at least <b>\$6 billion</b> over the next nine years, between June 20, 2021 and March 31, 2030, to meet this commitment, at a rate of at least <b>\$400 million</b> per year. They must use this money to fund the actual cost of construction, upgrading, operation and maintenance of water infrastructure on reserves for First Nations.</p> <p>This money is the minimum that Canada will have to spend, not the maximum. Canada must spend whatever money is necessary to meet its commitment to make all reasonable efforts ensure regular access to safe drinking water for First Nations.</p> <p><b>Dispute Resolution</b></p> <p>If a First Nation thinks Canada isn't meeting its commitment, the first step is to let Canada know. Canada then has an obligation to consult with the First Nation, to try to meet the commitment as soon as possible. Canada also has to pay the costs of the First Nation obtaining technical advice to determine what is necessary for the commitment to be met. Canada is required to make all reasonable efforts to come to an agreement with the First Nation setting out the steps that will be taken to fix the issues.</p> <p>If Canada does not do what they agree to do to fix the water and wastewater systems in a First Nation, or if the First Nation and Canada can't agree on what needs to be done within 3 months of the First Nation raising the issues with Canada, the First Nation</p>

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	<p>can start the dispute resolution process created by this agreement, and described below in Schedule K. This includes negotiations, mediation, and, if no agreement can be reached, arbitration, all done integrating the legal traditions of the First Nation.</p> <p>Canada is responsible for paying 50% of the reasonable costs and disbursements of the First Nation participating in the dispute resolution process, including legal fees and disbursements. And Canada will pay:</p> <ul style="list-style-type: none"><li>• all of the reasonable costs of holding the negotiations, mediations and arbitrations; and</li><li>• all of the reasonable costs of a First Nation to participate in a collaborative negotiation aside from the legal fees and disbursements (of which Canada will pay 50%).</li></ul> <p><b>Repeal and Replace the <i>Safe Drinking Water for First Nations Act</i></b></p> <p>Canada has also committed to make all reasonable efforts to replace the <i>Safe Drinking Water for First Nations Act</i>. They have agreed to make all reasonable efforts to introduce this law by December 31, 2022. The purpose of the law would be to ensure sustainable water and wastewater systems for First Nations, among other things.</p> <p><b>First Nations Advisory Committee</b></p> <p>Canada has also committed to creating an advisory committee, called the First Nations Advisory Committee on Safe Drinking Water, to work with Canada and First Nations to support the development and implementation of policies around safe drinking water and wastewater, and the new laws Canada has committed to making all reasonable efforts to introduce. The committee will provide advice to Canada on how to set up sustainable drinking water systems in First Nation, and help identify and prioritize funding for water and wastewater in First Nations communities.</p> <p>The members of this committee will be appointed through the agreement of the parties or, if that is not possible, by the courts. They will have to reflect the diversity of the First Nation class members, including language, gender, geographic diversity, as well as skills, expertise and experience with water insecurity.</p> <p><b>First Nations Governance Initiatives</b></p> <p>Under the agreement, Canada will also fund <b>\$9 million</b> to First Nations that want to have their own water-related governance initiatives and by-law development. The funding continue to March 31, 2026.</p>

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10	<p><b><i>Effect of Agreement</i></b></p> <p><b>Release</b></p> <p>The settlement is intended to satisfy all legal claims class members may have against Canada for failing to provide safe drinking water from November 20, 1995 to June 20, 2021.</p> <p>This means that all individual members and First Nations that accept this agreement, cannot sue Canada over anything related to the lack of safe water during that time period. However, this does not prevent any class member from suing Canada for failing to do what they are supposed to do under the agreement.</p> <p>All class members, including individuals and First Nations that enter into the agreement, are also agreeing to not sue other class members, class counsel (OKT and McCarthy Tétrault), counsel for Canada, the Administrator, the third-party assessor, or any of the committees created by this agreement for anything arising out of the claims process. The release also applies to First Nation leadership that choose to submit a Band Council Confirmation identifying who was ordinarily resident on reserve during a long term boil water advisory: no lawsuit can be brought against those First Nations about that confirmation.</p> <p><b>Tax</b></p> <p>This section also addresses potential tax implications of the agreement, and makes it clear that compensation paid through the claims process of this settlement is not intended to be considered income for tax purposes.</p> <p><b>Social benefits</b></p> <p>In this section, Canada has also committed to make best efforts to ensure that compensation received under this agreement will not impact any social benefits or assistance that Class Members would otherwise receive, both from Canada and the Provinces.</p>
11	<p><b><i>Implementation of this Agreement</i></b></p> <p>This article outlines that the representative plaintiffs and Canada agree to having the agreement approved by the Courts.</p> <p>The representative plaintiffs and Canada also agree to ask the Courts to approve the Notice Plan, which is set out in Schedule L, explained in more detail below.</p>

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12	<p><b><i>Opting Out</i></b></p> <p>This article explains that the opt out period for most individual class members has already passed, and so those individuals cannot opt out without court approval. Those individuals are bound by this agreement if it is approved by the Courts.</p> <p>But, there are a few First Nations—Mitaanjigaming First Nation, North Caribou Lake, Ministikwan Lake Cree Nation, Oneida of the Thames and Deer Lake—that only became eligible to participate in the class action after the initial opt out period for individuals had passed. So individual members of those First Nations will have the opportunity to opt out of the class action if they want to. They will need to do so by providing notice to the Administrator within 45 days of the date that the notice of settlement is published, which will be after the court approval process for the agreement is completed.</p>
13	<p><b><i>Payments to Estate Executors or Personal Representatives</i></b></p> <p>This provision sets out the procedure for payment of a claim where the individual class member passed away on or after November 20, 2017: the payment will go to their estate or heirs depending on several factors, including whether the class member had a will.</p> <p>This provision also sets out the procedure for class members who have been found mentally incapable and/or are minors: any payments will be paid to their personal representatives.</p> <p>Class members are also agreeing not to sue Canada, the Administrator, class counsel (OKT and McCarthy Tétrault), the third party assessor, and the committees set up under this agreement about any issues arising from payments to estate executors and personal representatives.</p>
14	<p><b><i>Settlement Implementation Committee</i></b></p> <p>The agreement establishes a committee to monitor the implementation of the agreement, including the Administrator, third-party assessor, and claims process. They provide directions where necessary, and will be responsible for things like getting approval from the Courts for any necessary change of protocol in the implementation of the agreement.</p> <p>This committee will comprise two members from either OKT or McCarthy Tétrault; two members from Canada; and two members the First Nations Advisory Committee.</p>

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15	<p><b><i>Joint Committee.</i></b></p> <p>The agreement also sets up a committee made up of two members from McCarthy Tétrault and one member from OKT. The joint committee has a more direct supervisory role with respect to the Administrator. They will also be responsible for determining how much individual class members are paid, based on the advice of actuaries and how many individuals make claims. And, they will be responsible for obtaining approval from the Courts on spending any extra funds, in accordance with the priorities already set out in the agreement.</p>
16	<p><b><i>Trustee and Trust</i></b></p> <p>The money Canada is paying for First Nations and individual class members will need to be held in trusts after Canada has paid the money, and before the claim period is over and the money can be paid to class members. This article sets out the duties and responsibilities of the Trustee, like investing, record-keeping, and reporting. It also deals with technical details about the trusts.</p>
17	<p><b><i>Auditors</i></b></p> <p>The Courts will appoint an Auditor to audit the trust and file financial statements related to the trust.</p>
18	<p><b><i>Legal Fees</i></b></p> <p>Canada has agreed to pay legal fees completely separately from the funds going to class members. The amount Canada will be paying in legal fees for the work done by class counsel (OKT and McCarthy Tétrault) up to the date the Courts approve the agreement will be \$53 million plus taxes.</p> <p>Canada will also pay class counsel \$5 million, to be held in trust and paid out to cover ongoing legal fees and expenses related to the implementation of this agreement.</p> <p>Again, these are completely separate from the money being paid to compensate First Nations and individual class members.</p>
19	<p><b><i>General Dispute Resolution</i></b></p> <p>This article sets out the dispute resolution process for everything <b>except</b> disputes about the claims process or Canada's commitment to taking all reasonable steps to ensuring class members have access to safe water on reserve. Parties will try to resolve any dispute within 30 days, after which Canada, the Joint Committee, and any class member can refer the dispute to the third party assessor. The third party assessor will decide the dispute, and give written reasons for their decision.</p>

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ART.	<b>Summary &amp; Explanation</b>
	Canada, the Joint Committee, and any Class Member can appeal the third party assessor's decision to the Courts.
<b>20</b>	<p><b><i>Termination and Other Conditions</i></b></p> <p>The agreement continues until all of the obligations in it are fulfilled, and, the commitment to provide safe drinking water survives the termination of the agreement as does the dispute resolution mechanism about the commitment.</p> <p>The rights outlined in the agreement cannot be transferred to others, and the agreement cannot be changed unless the parties all agree in writing. If changes to the agreement occur after the Courts approve the original agreement, those changes must also be approved by the Courts.</p>
<b>21</b>	<p><b><i>Confidentiality</i></b></p> <p>This provision says the process of entering into this agreement will remain confidential. As well, the documents and claim forms received by the Administrator through the claims process will be destroyed within 2 years of the Administrator making all payments to class members, unless a class member or their estate requests to have the information returned. Before the data are destroyed, the Administrator will create an anonymous, statistical analysis of the payments made to the class, with information broken down by First Nation.</p>
<b>22</b>	<p><b><i>Cooperation</i></b></p> <p>By agreeing to the agreement, the representative plaintiffs have agreed to support and help facilitate approval by the Courts, and participation of class members in the agreement. And, the representative plaintiffs have agreed that if the agreement is not approved by the Courts, they will negotiate in good faith to deal with any issues raised by the Courts.</p>

SCHED.	<b>Summary &amp; Explanation</b>
<b>A</b>	<p><b><i>A. Agreement in Principle</i></b></p> <p>This Schedule contains the AIP signed by Canada and the other representative plaintiffs in July.</p>
<b>B</b>	<p><b><i>B. Federal Certification Order</i></b></p> <p>This Schedule contains the order from the Federal Court of Canada certifying the class action.</p>

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SCHED.	<b>Summary &amp; Explanation</b>
<b>C</b>	<b>C. Manitoba Certification Order</b> This Schedule contains the order from the Court of Queen's Bench of Manitoba certifying the class action.
<b>D</b>	<b>D. Form of Band Council Acceptance Resolution</b> This Schedule contains a template that First Nations can use when passing a BCR to accept this agreement. This template also permits a quorum of Council to confirm individual class members resident on the reserve while a long-term drinking water advisory was in force.
<b>E</b>	<b>E. Form of Band Council Confirmation</b> This Schedule contains a Band Council Resolution template that community leadership can use to identify as many individual class members as possible. It includes headers for Names, Reserve #, Period(s) Ordinarily Resident on Reserve, and Last Known Address.
<b>F</b>	<b>F. Claims Process</b> This Schedule explains the claims process. It includes a description of the <ul style="list-style-type: none"> <li>• claims forms;</li> <li>• description of eligibility decisions for individual class members;</li> <li>• individual class member compensation;</li> <li>• specified injuries compensation;</li> <li>• First Nations community compensation;</li> <li>• appeals; and</li> <li>• a general description of how the Administrator will assess claims, and how the claims process will end.</li> </ul>
<b>G</b>	<b>G. Individual Damages Compensation Grid</b> These are approximate values until the Joint Committee is able to determine actual figures on the advice of an actuary or similar advisor. It currently describes the compensation rate per year per individual, based on what kind of water advisory and remoteness, as follows: <ul style="list-style-type: none"> <li>• \$2,000 per year for people in remote First Nations and people in non-remote First Nations under do not use advisories;</li> <li>• \$1,650 per year for people in non-remote First Nations under do not consume advisories; and</li> <li>• \$1,300 per year for people in non-remote First Nations under boil water advisories.</li> </ul>

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SCHED.	<b>Summary &amp; Explanation</b>
H	<p><b>H. Specified Injuries Compensation Grid</b></p> <p>This describes the categories, specified injuries, examples of symptoms per injury, and outlines whether each injury is a Level 1 Injury or Level 2 Injury. The difference in level is based on severity, duration, and treatment sought.</p> <p>Level 1 Injuries are “significant and prolonged disruption to health, well-being and/or daily activities that:</p> <ul style="list-style-type: none"> <li>• (a) persisted for a minimum of one month;</li> <li>• (b) impaired the Claimant’s quality of life; and</li> <li>• (c) for which the Claimant sought treatment from a health practitioner, including traditional healers or medicine people.</li> </ul> <p>Level 2 injuries are level 1 effects that:</p> <ul style="list-style-type: none"> <li>• (a) persisted for a minimum of one year;</li> <li>• (b) seriously impaired the Claimant’s health and daily activities; and</li> <li>• (c) for which the Claimant sought and received treatment from a health practitioner, including traditional healers or medicine people. “</li> </ul> <p><b>Categories: Can select as many as apply</b></p> <p>Items within the same category are not able to stack. This schedule explains how much money a class member will receive for each type of injury.</p>
I	<p><b>I. Individual Claims Form</b></p> <p>This Schedule has the form and instructions that individual class members will need to fill out to make their claim. However, the exact format of the form will be reviewed by the Administrator before it is provided to class members—this is a template. The form outlines that free legal advice is available from class counsel. The base claim is only a declaration and consent -- there is no need for lawyers, notaries public, or commissioners of oaths to assist.</p> <p>Class members who want to claim Specified Injuries compensation must provide more information about their injuries in a sworn declaration. As a sworn declaration, it must be signed in the presence of any of the following:</p> <ul style="list-style-type: none"> <li>• The Administrator;</li> <li>• Notary Public or Commissioner of Oaths (including class counsel)</li> <li>• An elected official or community leader, including a Chief or Councillor</li> <li>• Another professional (e.g., lawyer, doctor, accountant, police officer).</li> </ul>

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SCHED.	<b>Summary &amp; Explanation</b>
J	<p><b>J. Indigenous Services Canada's Long-Term Drinking Water Advisory Action Plan</b></p> <p>This Schedule contains Canada's long-term drinking water advisory action plan (that Canada has committed to implementing).</p>
K	<p><b>K. Commitment Dispute Resolution Process (and Appendix)</b></p> <p>This Schedule outlines the Fixing Things Together framework for the commitment dispute resolution process. This framework incorporates regional, First Nation-specific protocols for dispute resolution. For example, if Community A is Anishinaabe, then Anishinaabe dispute resolution processes will be the principal protocol. If Community B is Cree, then Cree dispute resolution processes will be the principal protocol.</p> <p>This process applies where there are disagreements between Canada and Underserviced First Nations about whether Canada is meeting its commitment to take all reasonable efforts to ensure class members have regular access to safe drinking water on reserves.</p> <ul style="list-style-type: none"> <li>• Stage 1: Collaborative Negotiations (Appendix K-1);</li> <li>• Stage 2: Mediation (Appendix K-2); and</li> <li>• Stage 3: Adjudication – Arbitration (Appendix K-3)</li> </ul> <p>For information about Canada's payment obligations for dispute resolution, see the description under Article 9, above.</p>
L	<p><b>L. Notice Plan</b></p> <p>This Schedule outlines the notice plan. It includes strategies that include direct mailed notice, national press releases, in-person and virtual community meetings (if requested), informational website, publication in newspapers/publications, TV, radio, social media ads, amongst others. The notice plan, related documents, and other efforts will be translated into French, and reasonable effort will be made for translation into Indigenous languages on request.</p>
M	<p><b>M. Notice of Settlement Approval Hearing (Long and Short forms)</b></p> <p>The Notice of Settlement outlines that a agreement is waiting to be approved, and has three options to object or attend a hearing. It underscores that eligible First Nations will not receive compensation unless they accept the proposed agreement by a certain date. These forms also include frequently asked questions about the agreement.</p>
N	<p><b>N. Notice of Settlement Approval (Long and Short forms)</b></p> <p>This Schedule contains the forms of both long and short form notices of Settlement Approval. It contains information about who is included, answers questions of what the agreement provides, and how to claim.</p>

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SCHED.	Summary & Explanation
O	<b>O. Form of Federal Court Approval Order and Manitoba Court Approval Order</b> This Schedule contains the orders approving the agreement that the Parties will ask the Courts to make.
P	<b>P. Form of Band Council Acceptance Resolution Approving Private Water Systems on Reserve</b> This Schedule is form of BCR that First Nations can use to identify private water systems that will be subject to Canada's commitment to make all reasonable efforts to ensure that individual class members have regular access to safe drinking water.
Q	<b>Q. Eligible Class Member Address Search Plan</b> This Schedule outlines how the Administrator will attempt to find individual class members.