

**FEDERAL COURT
CERTIFIED CLASS PROCEEDING**

Between:

ANN CECILE HARDY and CECIL HARDY

Plaintiffs

and

THE ATTORNEY GENERAL OF CANADA

Defendant

Brought pursuant to the *Federal Courts Rules*, SOR/98-106

CLASS COUNSEL FEE AGREEMENT

WHEREAS

- A. The parties entered into the Settlement Agreement relating to this Certified Class Proceeding on February 28, 2025; and
- B. Section 10.01(1) of the Settlement Agreement states that "[t]he Parties will enter into a separate agreement for the legal fees, disbursements, and related taxes payable to Class Counsel by Canada for their past and future work in relation to the common issues on behalf of the class as a whole ("**Class Counsel Fees**"), and honoraria for the Representative Plaintiffs and the named Plaintiffs in the proceedings listed in Section 9.05 of the Settlement Agreement";

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

SECTION ONE

INTERPRETATION

1.01 Definitions

(1) The definitions in Section 1.01 of the Settlement Agreement are incorporated into and apply to this Class Counsel Fee Agreement.

(2) In this Class Counsel Fee Agreement, the following further definitions apply:

"Class Counsel Fee Approval Order" means the order or orders of the Federal Court approving Class Counsel Fees.

"Class Counsel Fee Agreement" means this agreement.

SECTION TWO

CLASS COUNSEL FEES AND DISBURSEMENTS

2.01 Class Counsel Fees and Disbursements

(1) Canada agrees to pay \$40,000,000 plus applicable taxes for Class Counsel Fees. Canada will pay this amount as directed in writing by Class Counsel.

(2) Canada also agrees to pay reasonable disbursements incurred by Class Counsel up to the date of the Class Counsel Fee Approval Hearing in amounts to be agreed by Canada and Class Counsel or, failing agreement, as assessed by the Court.

(3) Within thirty (30) days of the date of the Class Counsel Fee Approval Hearing, Class Counsel shall provide Canada with a final breakdown of disbursements for each member firm of the Class Counsel Consortium.

(4) Thirty (30) days after receipt of the final breakdown of disbursements from Class Counsel, Canada shall provide a detailed response, indicating which disbursement amounts it agrees to pay, and which disbursements amounts it contests, if any.

(5) Canada shall pay Class Counsel Fees and reasonable disbursements by the latest

of:

- a) thirty (30) days of Class Counsel and Canada reaching an agreement on the quantum of Class Counsel's disbursements following the process outlined at paragraphs 2.01(3) and (4) of this Agreement, or, if Canada and Class Counsel are unable to agree on reasonable disbursements, the date that reasonable disbursements are fixed by the Court;
 - b) thirty (30) days after the date of the Class Counsel Fee Approval Order; or
 - c) thirty (30) days after the date of the final determination of any appeal brought in relation to the Class Counsel Fee Approval Order.
- (6) No part of the Class Counsel Fees will be paid by Class Members and there will be no reduction in any amount payable to a Class Member to pay for Class Counsel Fees.
- (7) Class Counsel will bring a motion, on consent of Canada, for Court approval of the Class Counsel Fees.
- (8) Class Counsel will continue to provide services in relation to the common issues on behalf of the class as a whole after the Implementation Date, as defined in the Settlement Agreement, including providing information and advice to Class Members persons, or organizations that serve Class Members, the media, and members of the public. No further or other Class Counsel Fees will be paid for those services. Nothing in this Agreement shall preclude or prevent Class Counsel from providing individual legal services to Class Members and being paid Individual Legal Fees for acting for Approved Claimants in accordance with section 10.02 of the Settlement Agreement.

SECTION THREE

HONORARIA

3.01 Honoraria

(1) Canada agrees to pay honoraria in the following amounts to the following Representative Plaintiffs and named Plaintiffs in the proceedings listed in Section 9.05 of the Settlement Agreement:

- a) Ann Cecile Hardy: \$10,000;
- b) Cecil Hardy: \$5,000;
- c) Jean John Baptiste Pambrun: \$5,000; and
- d) Deborah Azak: \$5,000.

(2) Canada shall pay the honoraria specified in Section 3.01(1) of this Class Counsel Fee Agreement in a manner directed by Class Counsel by the latest of:

- a) thirty (30) days of the Implementation Date;
- b) thirty (30) days after the Court order approving Honoraria payments; or
- c) thirty (30) days after the date of the final determination of any appeal brought in relation to the Honoraria payments.

SECTION FOUR

CONDITIONAL ON APPROVAL OF THE SETTLEMENT AGREEMENT

4.01 Class Counsel Fee Agreement Conditional on Approval of the Settlement Agreement

This Class Counsel Fee Agreement is conditional on approval of the Settlement Agreement. Canada shall have no obligations under this Agreement until and unless the Court approves the Settlement Agreement.

IN WITNESS WHEREOF Class Counsel and Canada have executed this Class Counsel Fee Agreement, in counterparts as follows:



May 26, 2025

For Class Counsel
Koskie Minsky LLP



May 27, 2025

For Class Counsel
Cooper Regel LLP

May , 2025

For Class Counsel
Merchant Law LLP



May , 2025

For Class Counsel
Klein Lawyers LLP

For the Defendant
Chief, Finances, Results and Delivery
Officer, Crown-Indigenous Relations
and Northern Affairs Canada

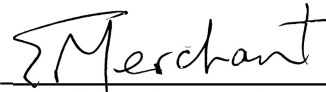


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