

Federal Court



Cour fédérale

Date: 20211222

Manitoba Court of Queen's Bench File No.: CI-19-01-24661

Federal Court File No.: T-1673-19

Citation: 2021 FC 1442

Ottawa, Ontario, December 22, 2021

PRESENT: The Honourable Mr. Justice Favel

BETWEEN:

Docket: CI-19-01-24661

**TATASKWEYAK CREE NATION AND
CHIEF DOREEN SPENCE ON HER OWN
BEHALF AND ON BEHALF OF ALL
MEMBERS OF TATASKWEYAK CREE
NATION**

Plaintiffs

and

ATTORNEY GENERAL OF CANADA

Defendant

**(Class Proceeding commenced under *The
Class Proceedings Act*, CCSM c C 130)**

AND BETWEEN:

Docket: T-1673-19

**CURVE LAKE FIRST NATION AND
CHIEF EMILY WHETUNG ON HER OWN
BEHALF AND ON BEHALF OF ALL
MEMBERS OF CURVE LAKE FIRST
NATION AND NESKANTAGA FIRST
NATION AND CHIEF CHRISTOPHER
MOONIAS ON HIS OWN BEHALF AND ON
BEHALF OF ALL MEMBERS OF
NESKANTAGA FIRST NATION**

Plaintiffs

and

ATTORNEY GENERAL OF CANADA

Defendant

**(Class Proceeding commenced under Part 5.1
of the *Federal Courts Rules*, SOR/98-106)**

ORDER AND REASONS

I. Introduction

[1] On December 7, 2021, this Court, jointly with the Manitoba Court of Queen’s Bench [Courts], heard submissions from the parties for approval of the First Nations Drinking Water Settlement Agreement [Settlement Agreement or Settlement]. The Courts have concurrently issued their respective Orders and Reasons approving of the Settlement Agreement [Settlement Approval Decision]. This Order concerning Class Counsel’s legal fees should be read together with the Settlement Approval Decision.

[2] On December 8, 2021, after the Settlement Approval Hearing, Class Counsel and the Defendant moved for the approval of Class Counsel’s legal fees. The Settlement Agreement defines Class Counsel as McCarthy Tétrault LLP [McCarthy Tétrault] and Olthuis Kleer Townsend LLP [OKT].

[3] Under Rule 334.4 of the *Federal Courts Rules*, SOR/98-106 and subsection 38(2) of *The Class Proceedings Act*, CCSM, c C130, all payments to counsel flowing from a class proceeding must be approved by the Court. The Court must ensure that legal fees payable to Class Counsel are “fair and reasonable” in all of the circumstances (*Manuge v Canada*, 2013 FC 341 at para 28 [Manuge]; *McLean v Canada*, 2019 FC 1077 at para 2 [McLean]).

[4] As explained in the Settlement Approval Decision, the two Courts exercised their respective jurisdiction to jointly hear the motion for the approval of the Settlement Agreement and Class Counsel’s legal fees. As required, each Court separately and independently addressed

the governing test as it relates to the issue before the Courts of whether Class Counsel's legal fees are fair and reasonable.

[5] As also noted in the Settlement Approval Decision, the reasons for Settlement Agreement Approval and Class Counsel legal fee approval have been released separately but concurrently by each Court. After a full analysis, the two Courts are in complete agreement with the results and the reasons therefore. Accordingly, the Orders and Reasons released by each Court replicate to a large extent the reasons of the other. This represents what the Courts wish to underscore as complete concurrence.

[6] Article 2, section 2.03 of the Settlement Agreement explicitly states that Class Counsel's legal fees are severable from the approval of the Settlement Agreement:

2.03 Legal Fees Severable

Class Counsel's fees for prosecuting the Actions have been negotiated separately from this Agreement and remain subject to approval by the Courts. The Courts' refusal to approve Class Counsel's fees will have no effect on the implementation of this Agreement. In the event that the Courts refuse to approve the fees of Class Counsel set out in Section 18.01, (a) the remainder of the provisions of this Agreement shall remain in full force and effect and in no way shall be affected, impaired or invalidated, and (b) Section 18.01 shall be modified to reflect such Class Counsel fees as are approved by the Courts, while otherwise effecting the original intent of the Parties as closely as possible.

[7] At the outset, we wish to emphasize that a very important feature of the Settlement Agreement is that the Class is not responsible for paying legal fees for any work leading to the Settlement Agreement or for advice provided to the Class regarding the Settlement Agreement and its acceptance by the Class (Article 18, section 18.01). In addition, the Settlement Agreement

provides that the Class will not be responsible for paying Class Counsel's legal fees for ongoing future legal services (Article 18, section 18.02). These provisions read as follows:

18.01 Class Counsel Fees

Subject to approval by the Courts, and within sixty (60) days of the Implementation Date, Canada shall pay Class Counsel the amount of fifty-three million dollars (\$53,000,000), plus applicable taxes, in respect of their legal fees and disbursements for the prosecution of the Actions to the date of the Settlement Approval Hearing, together with advice to Class Members regarding the Agreement and Acceptance.

18.02 Ongoing Fees

(1) Subject to approval by the Courts, within sixty (60) days after the Implementation Date, Canada shall pay to Class Counsel the additional sum of five million dollars (\$5 million), plus applicable taxes, in trust ("Funds Held in Trust for Ongoing Fees") for fees and disbursements for services to be rendered by Class Counsel and the Joint Committee in accordance with this Agreement, including the implementation and administration of this Agreement, for a period of four (4) years after the Settlement Approval Hearing ("Ongoing Fees").

(2) Class Counsel shall maintain appropriate records and seek Court approval for payment of the Ongoing Fees from the Funds Held in Trust for Ongoing Fees.

(3) Class Counsel shall report the balance of the Funds Held in Trust for Ongoing Fees to the Courts and Canada on a semi-annual basis.

(4) Class Counsel shall apply to the Courts for orders directing the payment of any Funds Held in Trust for Ongoing Fees that remain in trust four (4) years after the Settlement Approval Hearing.

[8] The motion record demonstrates that the parties negotiated and agreed on Class Counsel's legal fees after the parties concluded the Settlement Agreement. The evidence on the record and the submissions at the hearing also confirm that these negotiations were arm's length and in good faith.

II. Background

[9] The Settlement Approval Decision provides an overview of the litigation, the risks of the litigation, the negotiations leading to the Settlement Agreement, the engagement with the Class, and the benefits of the Settlement Agreement. It is not necessary to repeat the scope of the proceedings and the terms of the Settlement Agreement. We will only do so where it is necessary to determine whether Class Counsel's legal fees are fair and reasonable and in the best interests of the Class.

[10] At the Settlement Approval Hearing, no one objected to the approval of the Settlement Agreement. Similarly, no one objected to the approval of Class Counsel's legal fees.

[11] The evidence on this motion came in the form of an affidavit from Mr. Rosenberg of McCarthy Tétrault. Mr. Rosenberg outlined the legal fees of Class Counsel as well as Erickson LLP and First Peoples Law, who assisted Class Counsel. Mr. Rosenberg's evidence consisted of billable hour rates and the numbers of hours expended at the various stages of the proceedings up to November 22, 2021.

III. Issue

[12] The sole issue is whether Class Counsel's legal fees of 53 million dollars plus 5 million dollars for future work are fair and reasonable and in the best interests of the Class.

IV. Analysis

[13] Class Counsel submitted that the Courts, in deciding whether the fees sought are fair and reasonable, should consider a number of factors, such as:

- (a) the extent of the risk assumed by class counsel;
- (b) the complexity of issues raised by the litigation;
- (c) the character and importance of the litigation;
- (d) the degree of responsibility assumed by class counsel;
- (e) the likelihood that individual claims would have otherwise been litigated;
- (f) the views expressed by class members;
- (g) the results achieved by class counsel;
- (h) the causal link between the legal effort and the result achieved;
- (i) the quality of the legal representation;
- (j) the monetary value of the matters at issue;
- (k) the amount of professional time incurred by class counsel;
- (l) the existence of a fee agreement;
- (m) the fees approved in comparable cases;
- (n) the ability of the class to pay and the class expectations of fees; and
- (o) the opportunity cost to class counsel in the expenditure of time in pursuit of the litigation.

[14] In *McLean*, Justice Phelan set out a non-exhaustive list of factors in determining what is fair and reasonable:

[25] The Federal Court has an established body of non-exhaustive factors in determining what is “fair and reasonable”. In *Condon v Canada*, 2018 FC 522 at para 82, 293 ACWS (3d) 697 [*Condon*]; *Merlo v Canada*, 2017 FC 533 at paras 78-98, 281 ACWS (3d) 702 [*Merlo*]; and *Manuge* at para 28, the factors included: results achieved, risk undertaken, time expended, complexity of the issue, importance of the litigation to the plaintiffs, the degree of responsibility assumed by counsel, the quality and skill of counsel, the ability of the class to pay, the expectation of the class, and fees in similar cases. The Court’s comments follow but it should be borne in mind that the factors weigh differently in different cases and that risk and result remain the critical factors (*Condon* at para 83).

[Emphasis added.]

[15] The categories submitted by Class Counsel differ in appearance than those set forth by Justice Phelan in *McLean*, however, they relate to essentially the same factors. Below, we assess the various factors as set out by Justice Phelan.

A. *Results Achieved*

[16] The Settlement Agreement is a significant and historic class action settlement. The Settlement Approval Decision, at paragraphs 35-59, set out the results contained within the Settlement Agreement. To summarize, some of the key features include:

(1) Retrospective Relief

- A 1.438 billion dollar Trust Fund to compensate the Class (Article 4, section 4.01(2));
- A 50 million dollar Specified Injuries Compensation Fund for injuries suffered by the Class (Article 5, section 5.01(2));
- A 400 million dollar First Nations Economic and Cultural Restoration Fund (Article 6, section 6.01(2));

(2) Prospective Relief

- Canada will spend at least 6 billion dollars between June 20, 2021 and March 31, 2030 to meet its commitment to ensure that First Nations receive safe drinking water (Article 9, section 9.02(2)) [the Commitment].

[17] Under the Commitment, Canada must make reasonable efforts to ensure that Class Members living on reserves have regular access to drinking water in their homes. That water must meet the stricter of the federal or provincial requirements or standard governing residential water quality (Article 9, section 9.01(1)). The Settlement Agreement contemplates a specific alternative dispute resolution process [ADR Process] to resolve disputes related to the Commitment. Class Counsel submitted that the ADR Process is informed by Indigenous legal traditions. The ADR process promotes the use of Indigenous languages, it will occur on the First Nations' respective reserves, and it will utilize certain protocols such as gift giving, Elder participation, and traditional teachings.

[18] The Representative Plaintiffs put forth extensive evidence including various expert reports confirming that there are significant problems with the delivery of safe water to First Nation reserves and that the Class is suffering as a result. All of the Representative Plaintiffs submitted affidavits indicating their relief that the Settlement Agreement will finally address water quality issues on reserves.

B. *Risk*

[19] The Actions filed in the Federal Court and in the Manitoba Court of Queens Bench were novel. There was no jurisprudence on the merits of a class action proceeding that advanced

claims by both First Nations and their members simultaneously. Furthermore, there was no jurisprudence on the scope and extent of Canada's responsibility for the provision of water on reserves nor was there any jurisprudence on the type of prospective relief sought in the Actions. Class Counsel pointed to the reversal of a class action award where collective interests had been reduced but the individual claims were upheld (*Brazeau v Canada (Attorney General)*, 2020 ONCA 184 at paras 10, 105-106, 108-113).

[20] Class Counsel also submitted that *Tk'emlúps te Secwépemc First Nation v Canada*, 2021 FC 988 [*Tk'emlúps*] confirms that pursuing claims for a Band or First Nation class presents a risk. In *Tk'emlúps* the Federal Court approved a settlement agreement pertaining to the harms suffered by Day Scholars at Indian Residential Schools. That settlement provided compensation to individual Survivor Class Members and Descendant Class Members. However, the Band Class claims were not settled and that part of the class proceeding is ongoing. Class Counsel submits that this illustrates the risk associated with collective claims of a Band or First Nation.

[21] Counsel also pointed to the following risks:

- the uncertainty of the Class size at the commencement of the Actions;
- the uncertainty of certifying claims due to the number of individual and diverse issues faced by the Class;
- the difficulty in accessing witnesses and records given the semi-historical nature of events;
- the difficulty in obtaining a wide array of expert reports;

- the complex nature of the case involving constitutional law, Aboriginal law, and Indigenous law;
- the defences available to Canada;
- the prospect of not succeeding on the merits due to the complexities; and
- the uncertainty about Court approval of any class action settlement.

[22] In addition, Class Counsel identifies the uncertainty faced due to the political context. At the time of settlement, and during much of the litigation and negotiation, Canada had a minority government with the attendant prospect of a federal election at any time.

[23] With the above in mind, it is fair to state that the success of the class action was far from certain.

C. *Time Expended*

[24] Mr. Rosenberg's affidavit explains the pertinent information about the legal team and their billable rates. He itemizes the time spent by various team members at the various stages of both litigation and negotiation. Without divulging solicitor-client privilege, Class Counsel has provided the Courts with sufficient background on the times and legal fees spent at each stage.

[25] As of November 22, 2021, Class Counsel, Erickson LLP, and First Peoples Law had docketed their billable hours at a combined value of 6,454,951.50 dollars before tax. As of November 22, 2021, the value of disbursements carried by Class Counsel was 208,159.63 dollars

plus tax. Class Counsel also provided separate summaries of the hours expended by each of the law firms involved.

D. *Complexity*

[26] The Settlement Approval Decision provided a more in-depth assessment of the nature and complexity of the claims. It set out an overview of the claims, the procedural history, and the legal and evidentiary complexities involved in seeking individual and collective relief. It also confirms the novelty of the Settlement.

[27] The Settlement Agreement itself illustrates the complexity of settling retrospective claims and prospective commitments. For example, the Settlement includes various forms of compensation and requirements for how Canada must carry out prospective relief. In particular, the Agreement recognizes the need for legislative changes to ensure that Parliament creates proper water quality standards. It also legally obligates Canada to undertake certain commitments that may have been outside the scope of an award after the conclusion of litigation.

E. *Importance to the Plaintiffs*

[28] The affidavits of the Representative Plaintiffs Chief Emily Whetung, Chief Wayne Moonias, former Chief Christopher Moonias, and Chief Doreen Spence clearly set out how important this class action was to them, their families, their communities, and future generations. The Representative Plaintiffs all echo similar viewpoints. For example, Chief Wayne Moonias stated the following at paragraph 11 of his affidavit:

We encouraged Class Counsel to push every legal boundary they could in order to achieve justice for us in recognition of our longstanding water advisory. All of our priorities that I have discussed above ended up being part of the Agreement in Principle (and ultimately the Final Settlement Agreement). There would be:

- a) a legally enforceable Commitment for Canada to take all reasonable efforts to ensure access to clean, safe drinking water on reserve;
- b) a Commitment Dispute Resolution Mechanism that would be informed by our Indigenous legal traditions and would take place on our reserve;
- c) compensation for both individuals and First Nations as collectives;
- d) compensation for youth that had left the community to attend school;
- e) recognition that remoteness of a community compounds harms and a multiplier to compensate that;
- f) recognition that the claims process cannot retraumatize individuals;
- g) recognition that mental trauma from being denied water should be compensated as a specified injury.

[29] As well, while noting that financial compensation can never truly make them whole, the additional affidavits of community members confirm the very real impact that the Settlement Agreement will have on them and their families. The areas covered in the Settlement Agreement, as highlighted by Chief Wayne Moonias, address the effect on Individual Class Members.

[30] At the hearing of this motion, Chief Emily Whetung spoke openly and passionately about the effect that the Settlement Agreement will have on her community and on her children. She explained that now, her children will not be forced to leave their community.

[31] Mr. Laforme, one member of Class Counsel, also explained the effect that contaminated water has had on the spiritual practices of many First Nations who hold water in high regard. He described this historic settlement as an example of true reconciliation.

F. *Degree of Responsibility Assumed by Counsel*

[32] Due to the complexity of this case, Class Counsel assembled a large legal team. Class Counsel has demonstrated their respective expertise and skill. McCarthy Tétrault specializes in class actions and Mr. Rosenberg is one of the leaders of McCarthy Tétrault's class action team. OKT demonstrated that they are specialists in Aboriginal and Indigenous legal issues. Their coming together ensured that Class Counsel advanced all aspects of the Class' interests.

[33] McCarthy Tétrault and OKT were also aided by Erickson LLP and First Peoples Law. These firms provided additional outreach to Indigenous communities and insight into their needs. While McCarthy Tétrault and OKT developed the strategy and approach, they clearly appreciated that others could assist them. In the end, this approach resulted in a very positive outcome for the Class.

G. *Quality and Skill of Counsel*

[34] Throughout the proceeding, Class Counsel advanced parallel tracks of litigation and negotiations. The quality and skill of Class Counsel was key to reaching the Settlement Agreement and the approval stage. Class Counsel has demonstrated how they engaged with the Defendant to ensure that the litigation was advanced in a timely manner while also ensuring that

any negotiations proceeded quickly. Class Counsel also demonstrated how they engaged regularly with the Representative Plaintiffs and Class Members who had questions about the state of the litigation and negotiations.

[35] Both McCarthy Tétrault and OKT highlighted the extensive involvement of Indigenous lawyers on their respective teams. There were no less than five identified Indigenous lawyers who comprised part of the legal team. The evidence of their billable hours confirmed that they were heavily involved. As mentioned in the Settlement Approval Decision, in addition to their professional expertise, Indigenous lawyers provide valuable lived experience that uniquely positions them to understand the needs and objectives of Class Members. While not stated as such, we view this effort by Class Counsel as another aspect of reconciliation. They provided young Indigenous members of their respective teams with an incredible opportunity to participate in an historic claim and settlement. The experience gained by these Indigenous members of the team will be invaluable to their futures and their prospective clients. Class Counsel also provided evidence of the extensive contribution of Indigenous experts, which helped shape the quality and skill of Class Counsel.

H. *Ability of Class Members to Pay*

[36] As already mentioned, Class Members are not paying Class Counsel's legal fees. Class Counsel's fees are severable and being paid by Canada.

[37] Copies of the retainer agreements between Class Counsel and Representative Plaintiffs indicate that, without Canada's agreement to pay for Class Counsel's legal fees, Class Members

would have paid significantly more than what the Settlement Agreement provides for. Based on the contingency fee calculations in the retainer agreements, Class Counsel would have been entitled to recover 293 million dollars on the retrospective compensation or at least 1.1 billion dollars on the global settlement. As it turns out, Class Counsel's fees of 53 million dollars only constitutes 4.8 percent of the fees that they would be contractually entitled to seek from the Class Members.

[38] As former Chief Christopher Moonias stated in paragraph 13 of his affidavit:

...This class action would not have been possible without law firms that were willing to shoulder the cost of litigating issues of such fundamental importance to our communities and similar communities across the country. Class Counsel are being paid far less than the amounts being contemplated in our retainer agreement. Although I agreed that Class Counsel could be paid out of any recovery for the class, I am pleased that Canada has committed to paying our lawyers' fees instead. This will ensure that lawyers' fees do not erode the money available for class members.

[39] If Canada had not agreed to pay for Class Counsel's legal fees, a significant portion of the compensation covered by the Class would have gone toward paying their lawyers. Canada's commitment to pay Class Counsel's legal fees is a significant and positive factor going toward approval of Class Counsel's legal fees.

I. *Expectation of the Class*

[40] The Representative Plaintiffs' affidavits all state how pleased they are with the performance of Class Counsel and that the Settlement realizes their litigation goals. For example, Chief Doreen Spence states the following in her affidavit at paragraphs 43 and 44:

I am happy with the work that has been completed by Class Counsel, who have worked very hard to advance this case as quickly as possible. Our case was certified in less than eight months, and we reached the historic Proposed Settlement Agreement less than two years after commencing the action. I always thought that getting to this point would take several years. This result was only possible because Class Counsel engaged a large team and pushed our case forward. I have been very impressed by Class Counsel's strategy and advocacy, which have been essential to achieving the ground-breaking compensation and commitments contained in the Proposed Settlement Agreement.

We recognize Class Counsel for taking on this case, and achieving extraordinary results. I endorse Class Counsel's requested fees and disbursements, as set out in the Proposed Settlement Agreement. I am content that Class Counsel's fees are being paid separately from the money for class members, therefore maximizing compensation for individuals and First Nations.

J. *Fees in Similar Class Actions*

[41] The Court acknowledges that Class Counsel's fees as set out in the Settlement Agreement, totalling 53 million dollars, are significant. Coupled with that, is the amount of 5 million dollars for additional future legal fees for post-implementation legal work. That said, these fees must be considered in the proper context.

[42] In *McLean*, Justice Phelan noted that the legal fees in that case, totalling 55 million dollars plus an additional 7 million dollars for future work, were within the 3% range. He stated:

[55] In my view, this range is consistent with other mega-fund type settlements such as "Hep C" (*Parsons* and related cases at \$52.5 million on \$1.5 billion settlement, approximately 3.5%), "Hep C – Pre/Post" (*Adrian* and related cases at \$37.2 million on \$1 billion settlement, approximately 3.7%), "IRRS" (*Baxter* and related cases at approximately 4.5%), "60's Scoop" (*Riddle v Canada*, 2018 FC 641, 296 ACWS (3d) 36, and *Brown v Canada (Attorney General)*, 2018 ONSC 5456, 298 ACWS (3d) 704, at \$75 million on \$625-

875 million, at its lowest approximately 4.6%), and *Manuge* at 3.9% (paid by the Class).

[43] We agree with Class Counsel that *McLean* is a good comparator. While multipliers are not determinative, they can assist in assessing the reasonableness of counsel fees. The legal fees in this case translate to a multiplier of less than 5.5% of the total claim settlement. More importantly, the legal fees are severable from the Settlement and Canada is paying those fees, not the Class.

[44] We acknowledge that in comparison to the present matter, the legal work in *McLean* and *Tk'emlúps* took place over a longer period of time. We are satisfied, however, that Class Counsel's legal fees are reasonable in the circumstances. Class Counsel assembled a large team with different areas of expertise and simultaneously pursued parallel tracks of litigation and negotiation. They were guided by expert opinions and various analyses of insufficient access to safe drinking water for First Nations on reserves. All of this added to their fees and contributed to the Settlement being reached in a shorter period of time.

V. Conclusion

[45] For the above reasons, we conclude that Class Counsel's legal fees are fair and reasonable. The legal fee provisions of the Settlement Agreement are approved.

ORDER in T-1673-19

THIS COURT ORDERS:

1. Class Counsel's fees are fair and reasonable;
2. The Defendant shall pay McCarthy Tétrault LLP fifty-three million dollars (\$53,000,000) plus applicable taxes of six million eight hundred and ninety thousand dollars (\$6,890,000) (together, the "Class Counsel Fees"), for legal fees and disbursements for the prosecution of the within Actions and services rendered in accordance with section 18.01 of the parties' Settlement Agreement in the within Actions dated September 15, 2021 (the "Settlement Agreement");
3. The Defendant shall pay Class Counsel the Class Counsel Fees within sixty (60) days of the Implementation Date. The Implementation Date shall be:
 - a. the day following the last day to appeal or seek leave to appeal the Courts' orders approving the Settlement Agreement; and
 - b. the day on which the last of any appeals from the orders approving the Settlement Agreement is finally determined,whichever is later;
4. The Defendant shall pay McCarthy Tétrault LLP five million dollars (\$5,000,000), plus applicable taxes of six hundred and fifty thousand dollars (\$650,000) (the "Ongoing Fees"), to McCarthy Tétrault LLP within sixty (60) days of the Implementation Date, to be held in trust and disbursed in accordance with further orders of the Courts to pay fees and disbursements in accordance with section 18.02 of the Settlement Agreement;

5. The Class Counsel Fees and the Ongoing Fees shall be paid separately from any amounts payable to Class Members, as defined in the Settlement Agreement, and in accordance with the Settlement Agreement;
6. There shall be no costs of the within motion for fee approval.

"Paul Favel"

Judge

FEDERAL COURT
SOLICITORS OF RECORD

DOCKET: CI-19-01-24661

STYLE OF CAUSE: TATASKWEYAK CREE NATION AND CHIEF
DOREEN SPENCE ON HER OWN BEHALF, AND
ON BEHALF OF ALL MEMBERS OF
TATASKWEYAK CREE NATION v ATTORNEY
GENERAL OF CANADA

AND DOCKET: T-1673-19

STYLE OF CAUSE: CURVE LAKE FIRST NATION AND, CHIEF EMILY
WHETUNG ON HER OWN BEHALF AND ON
BEHALF OF ALL MEMBERS OF CURVE LAKE
FIRST NATION AND NESKANTAGA FIRST
NATION AND, CHIEF CHRISTOPHER MOONIAS
ON HIS OWN BEHALF AND ON BEHALF OF ALL
MEMBERS OF NESKANTAGA FIRST NATION v
ATTORNEY GENERAL OF CANADA

PLACE OF HEARING: OTTAWA, ONTARIO

DATE OF HEARING: DECEMBER 7-9, 2021

ORDER AND REASONS: FAVEL J.

DATED: DECEMBER 22, 2021

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AND ON BEHALF OF ALL MEMBERS OF
TATASKWEYAK CREE NATION AND CURVE
LAKE FIRST NATION AND, CHIEF EMILY
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FIRST NATION AND NESKANTAGA FIRST
NATION AND, CHIEF CHRISTOPHER MOONIAS

ON HIS OWN BEHALF AND ON BEHALF OF ALL
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Chief Emily Whetung

FOR THE PLAINTIFF
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CHIEF EMILY WHETUNG ON HER OWN BEHALF
AND ON BEHALF OF
ALL MEMBERS OF CURVE LAKE)

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Courtney Davidson
Sheila Read

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