Federal Court Cour fédérale

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FILED
FEDERAL COURT
COUR FÉDÉRALE
DÉPOSÉ
Date: 20260421
April 21, 2026
21 avril 2026
Docket: T-402-19
T-141-20
T-1120-21
Alexander Petranski
OTT 318

Montréal, Quebec, April 21, 2026

PRESENT: The Honourable Madam Justice Aylen

CLASS PROCEEDING

Docket: T-402-19

BETWEEN:

XAVIER MOUSHOOM, JEREMY MEAWASIGE (BY HIS LITIGATION GUARDIAN, JONAVON JOSEPH MEAWASIGE) AND JONAVON JOSEPH MEAWASIGE

Plaintiffs

and

THE ATTORNEY GENERAL OF CANADA

Defendant

Docket: T-141-20

AND BETWEEN:

ASSEMBLY OF FIRST NATIONS, ASHLEY DAWN LOUISE BACH, KAREN OSACHOFF, MELISSA WALTERSON, NOAH BUFFALO-JACKSON (BY HIS LITIGATION GUARDIAN, CAROLYN BUFFALO), CAROLYN BUFFALO AND DICK EUGENE JACKSON ALSO KNOWN AS RICHARD JACKSON

Plaintiffs

and

HIS MAJESTY THE KING AS REPRESENTED BY THE ATTORNEY GENERAL OF CANADA

Defendant

Docket: T-1120-21

AND BETWEEN:

ASSEMBLY OF FIRST NATIONS AND ZACHEUS JOSEPH TROUT

Plaintiffs

and

THE ATTORNEY GENERAL OF CANADA

Defendant

ORDER

UPON MOTION of the Settlement Implementation Committee [SIC], filed in writing pursuant to Rule 369 of the *Federal Courts Rules*, SOR/98-106, on April 15, 2026, seeking an order appointing PricewaterhouseCoopers LLP as Auditor in accordance with Article 16.01 of the First Nations Child and Family Services Jordan's Principle and Trout Class Final Settlement Agreement dated April 19, 2023, as amended by way of Addendum dated October 10, 2023 [Final Settlement Agreement], which was approved by Order of this Court dated October 24, 2023, and removing MNP LLP as Auditor;

CONSIDERING the affidavit of Stuart Wuttke affirmed April 16, 2026, in which Mr. Wuttke states:

> 10. For the 2024 audit year the audited financial statements were not available until several months after the expected delivery. It has always been thought that some rotation of the audit of the Trust would be advantageous from a service and cost perspective. On that basis the SIC on several occasions discussed replacing the existing auditor with a new auditor to replace MNP LLP for the 2025 audit year and thereafter until further Order.
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> 11. There was no fixed term for MNP LLP to serve as the Auditor in the Order appointing it. As such, and pursuant to Article 16.01 of the FSA, the Court may replace the Auditor at any time. [PricewaterhouseCoopers LLP] had previously tendered a proposal for the 2024 audit year, which offered competitive commercial and professional terms, and through that path [PricewaterhouseCoopers LLP] had an opportunity to learn about the circumstances of the engagement.
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> 12. I and the other members of the SIC reviewed the performance of the auditing work carried out by MNP LLP in the 2024 fiscal year, and elected to solicit a fresh proposal from [PricewaterhouseCoopers LLP] in the expectation that its delivery of the required auditing report and audited financial statements would be timely, and cost-effective.

AND UPON being advised that the Defendant consents to the relief sought;

AND CONSIDERING that the Court is satisfied that the requested relief should be granted;

AND CONSIDERING that all defined terms in this Order shall have the same meaning as in the Final Settlement Agreement;

THIS COURT ORDERS that:

1. MNP LLP is hereby removed as Auditor pursuant to Article 16.01 of the Final Settlement Agreement.
2. PricewaterhouseCoopers LLP is hereby appointed as Auditor pursuant to Article 16.01 of the Final Settlement Agreement.
3. The Auditor shall deliver the final reports and audited financial statements contemplated in Articles 15.08 and 16.01 of the Final Settlement Agreement on or

before June 30, following each fiscal year-end, or as soon thereafter as reasonably practicable.

4. The Trustee, CIBC Trust Corporation, is hereby permitted to enter into an engagement agreement with PricewaterhouseCoopers LLP for its work undertaken in respect of its duties as Auditor assigned under the Final Settlement Agreement.
5. The Defendant shall pay the reasonable fees, disbursements and other costs of PricewaterhouseCoopers LLP for its work undertaken with respect to its duties as Auditor assigned under the Final Settlement Agreement.
6. There shall be no costs of this motion.

"Mandy Aylen"
Judge