

AGREEMENT IN PRINCIPLE

Entered on February NTD, 2025

BETWEEN:

LOUIS GARDINER, MARGARET AUBICHON, MELVINA AUBICHON,
EMILE JANVIER, DUANE FADEL, and DONNA JANVIER, plaintiffs in KBG 1263-2022

and

DAVID CHARTIER, plaintiff in KBG 2036-2005

and

HER MAJESTY THE QUEEN IN RIGHT OF CANADA as represented by
THE ATTORNEY GENERAL OF CANADA

WHEREAS the Île-à-la-Crosse School was one of the first schools in Canada for the education of Indigenous children;

AND WHEREAS the Federal Government has acknowledged that the Survivors of Île-à-la-Crosse School suffered individual and cultural harms and abuses;

AND WHEREAS the parties desire a fair, comprehensive and final resolution of the legacy of the Île-à-la-Crosse School, including by providing compensation for Survivors and inter-generational Survivors;

AND WHEREAS the parties further desire the preservation and promotion of the cultural and linguistic heritage, and the healing and wellness of the Survivors, intergenerational Survivors, and their communities harmed by the Île-à-la-Crosse School;

AND WHEREAS the parties agree that this Agreement in Principle should form the basis of a comprehensive settlement of Canada's alleged liability to the Survivors and intergenerational Survivors of Île-à-la-Crosse School;

AND WHEREAS the plaintiffs in the *Gardiner* Action, Court File No. KBG 1263-2022, and the *Chartier* Action, Court File No. QBG-RG-02036-2005 will apply for the actions to be consolidated into a single putative class proceeding, with Canada's consent;

AND WHEREAS the parties agree that the comprehensive settlement will not be effective until approved by the Saskatchewan Court of King's Bench as set out herein;

THEREFORE, in consideration of the mutual covenants set out herein, the parties have entered into this Agreement in Principle, and agree as follows:

I. DEFINITIONS

1. The following definitions shall apply to this agreement:

- a. "Class" means any person who was alive on December 9, 2003, and who attended as a student or for educational purposes at the Île-à-la-Crosse school, including their estates, heirs, executors, administrators, personal representatives and/or trustees (the "Survivor Class" or "Survivor Class Members"); and any spouse, parent, child, grandchild, or sibling of a Survivor Class Member, or the surviving spouse of a deceased Survivor Class Member (the "Family Class" or "Family Class Members");
- b. "Class Action" means the consolidated proposed class proceeding originally commenced in the Saskatchewan Court of King's Bench as *Gardiner et al. v. Attorney General of Canada et al.* (KBG 1263-2022, the "Gardiner Action") and *Chartier v. Attorney General of Canada* (QBG-RG-02036-2005, the "Chartier Action");

- c. "Class Counsel" means the law firms representing the plaintiffs in the Class Action, being Sotos LLP, Goldblatt Partners LLP, and Merchant Law Group LLP;
- d. "Class Period" means January 1, 1860, to December 31, 1976;
- e. "Experience Payment" means the lump sum payment described herein;
- f. "Court" means the Saskatchewan Court of King's Bench;
- g. "Family Class Member" means any spouse, parent, child, grandchild, or sibling of a Survivor Class Member, or the surviving spouse of a deceased Survivor Class Member;
- h. "Survivor" or "Survivor Class Member" means every person who was alive on December 9, 2003, and who attended as a student or for educational purposes at the Île-à-la-Crosse School during the Class Period, including their estates, heirs, executors, administrators, personal representatives and/or trustees.

II. CERTIFICATION FOR SETTLEMENT PURPOSES

- 2. Canada will consent to certification as against it, for settlement purposes only, in the Class Action, with the Survivor Class and Family Class defined as set out in the Definitions, above, and with the plaintiffs in the *Gardiner* Action being appointed as representative plaintiffs. If the settlement contemplated herein is not approved by the Court, then the parties will consent to set aside the certification order, and the plaintiffs in the consolidated Class Action will bring a certification application to proceed on a contested basis as against Canada.

III. COMPENSATION TO SURVIVOR CLASS MEMBERS – THE EXPERIENCE PAYMENT

- 3. Canada will pay \$27.335 million (\$27,335,000.00) for compensation to the Survivor Class Members for general damages, which shall be paid in the form of an Experience Payment as set out in paragraphs 4 and 5 below.
- 4. The amount of each Experience Payment that a Survivor Class Member will be entitled to receive will be a maximum of:

- a. \$10,000 to every Survivor Class Member who attended at the Île-à-la-Crosse Residential School for less than five academic years; and
- b. \$15,000 to every Survivor Class Member who attended at the Île-à-la-Crosse Residential School for five or more academic years.

5. The Experience Payment per Survivor Class Member will be subject to a *pro rata* reduction if the number of Survivor Class Members who make valid claims under this settlement exceeds the \$27.335 million settlement fund.

6. Any amount remaining of the \$27.335 million settlement fund, after all the Experience Payments have been distributed to eligible Survivor Class Members will be added to the Legacy Fund.

7. To effectuate the distribution of the Experience Payments, the parties will jointly develop claim procedures and methods of proof of attendance at the Île-à-la-Crosse Residential School for Survivor Class Members that will be simple, expedited, trauma-informed, and cost-effective. The claim process will be administered by a third-party class actions administration firm selected jointly by the parties and approved by the Court.

8. For greater clarity, the Family Class members will not receive direct compensation under the Settlement Agreement, but rather such claims will be recognized and addressed by the indirect compensation made available through the Legacy Fund and Trust.

IV. ADMINISTRATIVE COSTS

9. Canada will pay up to \$5 million for the costs associated with the administration of the settlement, inclusive of the notice plan. Amounts for administration of the settlement will be paid as incurred through regular billing by the third-party class actions administration firm.

V. LEGACY FUND AND TRUST

10. Canada will pay \$10 million (\$10,000,000.00, the “Legacy Fund”) to create a trust with the mandate to invest the Legacy Fund and to fund projects to address healing, wellness, education,

language, culture and commemoration of the Survivors and Family Class Members (the "Trust"). The precise terms of the work of the Trust will be subject to further negotiation by the Parties.

11. The Legacy Fund may not be used to provide individual compensation to Survivors for any individual abuses or injuries that they suffered at the Île-à-la-Crosse Residential School.

VI. CONTRIBUTION TO LITIGATION AGAINST SASKATCHEWAN

12. Canada will make a one-time lump sum payment of \$5 million (\$5,000,000.00) for the legal fees that Class Counsel will incur in respect of the continued litigation in the Class Action as against the Province of Saskatchewan.

13. In addition to paying Class Counsel's legal fees, the amount may be used to support individuals participating in the ongoing litigation, including payments of honoraria, information sessions, and for support persons to attend hearings or other litigation steps.

14. If the full \$5 million contribution payment is not expended before a final resolution is reached with Saskatchewan, then the balance of the payment will be returned to Canada.

15. For the purposes of the continued litigation against Saskatchewan, Canada will cooperate in producing all documents in its possession relevant to the Class Action to Class Counsel.

VII. SETTLEMENT IMPLEMENTATION

16. The parties will finalize a Final Settlement Agreement based upon this Agreement in Principle as soon as possible, which will include a Pierringer agreement.

17. Canada will consent to the dismissal of the Class Action as against it, without costs, upon satisfaction of its obligations under the terms of the Settlement Agreement.

18. Neither this Agreement in Principle nor the Final Settlement Agreement shall be binding until approved by the Court pursuant to the *Class Actions Act*, SS 2001, c C-12.01.

Release

19. The parties will agree to a form of release to be included as part of the Final Settlement Agreement, releasing Canada from any claims related to the Île-à-la-Crosse School which were or

could have been asserted by the members of the proposed Survivor and Family Classes in the Class Action. This will include any individual actions commenced by Class Counsel.

Social Benefits or Social Assistance Benefits

20. Canada will use its best efforts to obtain agreement with any federal government departments to ensure that the receipt of any payments under the settlement agreement will not affect the amount, nature or duration of any social benefits or social assistance benefits available or payable to Survivor Class Members.

Legal Fees

21. Canada shall pay further amounts for the legal fees of Class Counsel in the Class Action, in amounts to be negotiated and agreed. These payments will be separate and apart from the settlement monies payable to the Class and the monies payable for the continuing litigation against Saskatchewan.

22. The Parties will enter into a separate agreement (“Fee Agreement”) as to the legal fees, disbursements and related taxes payable by Canada to Class Counsel in relation to the Class Action up to the date of Settlement Approval. Approval of the Settlement Agreement is not contingent on approval of the Fee Agreement.

Signed this 26th day of February, 2025



Margaret L. Waddel

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Lawyers for the Gardiner Plaintiffs



Evatt Merchant

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David Culleton

Attorney General of Canada