

AGREEMENT IN PRINCIPLE

Entered as of September 29, 2025

BETWEEN:

**LOUIS GARDINER, MARGARET AUBICHON,
MELVINA AUBICHON,
EMILE JANVIER, DUANE FAVEL, and DONNA JANVIER**

and

THE GOVERNMENT OF SASKATCHEWAN

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

AND WHEREAS the Oblates of Mary Immaculate initially owned the Île-à-la-Crosse School and both it and the Government of Canada had roles in the operation of the Île-à-la-Crosse School and the residence during the Class Period;

AND WHEREAS the plaintiffs have alleged that the Government of Canada had a role in the operation, maintenance, funding, oversight, support and management of Île-à-la-Crosse School;

AND WHEREAS the plaintiffs and the Government of Canada have reached an agreement in principle to settle the Government of Canada's alleged liability to the Former Student and Family Class Members of Île-à-la-Crosse School;

AND WHEREAS the plaintiffs have elected not to sue the Oblates of Mary Immaculate in this Class Action; **AND WHEREAS** the Government of Saskatchewan recognizes that the Former Student Class Members suffered individual and/or 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 Former Student and Family Class Members;

AND WHEREAS the parties further desire the preservation and promotion of the cultural and linguistic heritage, and the healing and wellness of the Former Student and Family Class Members, 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 the Government of Saskatchewan's alleged liability to the Former Student and Family Class Members of Île-à-la-Crosse School, and that the settlement is made in the spirit of building a positive relationship and promoting reconciliation for the historical injustices and ongoing inequalities faced by the Métis peoples of Saskatchewan;

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 “Former Student Class” or “Former Student Class Members”); and any spouse, parent, child, grandchild, or sibling of a Former Student Class Member, or the surviving spouse of a deceased Former Student Class Member (the “Family Class” or “Family Class Members”);
 - b. “Class Action” means the proposed class proceeding *Gardiner et al. v. The Attorney General of Canada et al.* (KBG-SA-00936-2025), which represents a consolidation of the proposed class actions titled *Chartier et al. v. Attorney General of Canada and the Government of Saskatchewan*, Court File No. KBG-RG-02036-2005, and *Gardiner et al. v. The Attorney General of Canada and His Majesty the King in Right of the Province of Saskatchewan*, Court File No. KBG-SA-01263-2022;
 - 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. “Combined Settlement Order” means the consent certification and settlement approval order that will include and incorporate the terms of settlement reached between the plaintiffs and the Government of Canada to settle the Class Action as against it, as well as the terms of this settlement;
 - f. “Court” means the Saskatchewan Court of King’s Bench;
 - g. “Family Class Member” means any spouse, parent, child, grandchild, or sibling of a “Former Student Class Member”, or the surviving spouse of a deceased Former Student Class Member; and

h. “Former Student” or “Former Student 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. For settlement purposes only, the parties will agree to the form of the Combined Settlement Order, with the Former Student Class and Family Class defined as set out in the Definitions, above, adjusted as may be necessary to incorporate both settlement agreements, and with the plaintiffs in the Class Action being appointed as representative plaintiffs. The plaintiffs intend to seek Court approval of both settlements incorporated into the Combined Settlement Order. If the settlement with the Government of Saskatchewan contemplated herein is not approved by the Court, then the Class Action will not be certified in respect of the Government of Saskatchewan, and the plaintiffs in the Class Action will be at liberty to pursue a certification application against the Government of Saskatchewan on a contested basis.

III. COMPENSATION

3. The Government of Saskatchewan will pay \$40.2 million (\$40,200,000, the “Settlement Fund”), in full and final settlement of the “four pillars” of the Class Members’ claims, being: common experience; individual abuse; legacy healing, wellness, education, language, culture and commemoration; and legal fees, disbursements, and the costs associated with the administration of the settlement.

4. To effectuate the distribution of any experience payments or damages for individual abuse claims for Former Student Class Members, the claim process is intended to be simple, expedited, trauma-informed, and cost-effective, as approved by the Court. The claim process will be administered by a third-party class actions administration firm, as appointed and approved by the Court.

IV. SETTLEMENT IMPLEMENTATION

5. The parties will finalize a Final Settlement Agreement based upon this Agreement in Principle as soon as possible.
6. The parties will make a joint announcement of the Agreement in Principle on a mutually agreed date and at a mutually agreed location. The parties will cooperate in planning for the joint announcement.
7. The Government of Saskatchewan will consent to the discontinuance of the Class Action as against it, without costs, upon satisfaction of its obligations under the terms of the Final Settlement Agreement. The plaintiffs are obligated to file the discontinuance as against the Government of Saskatchewan upon satisfaction of the Final Settlement Agreement by the Government of Saskatchewan.
8. 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

9. The parties will agree to a form of release to be included as part of the Final Settlement Agreement, releasing the Government of Saskatchewan from any claims related to the Île-à-la-Crosse School which were or could have been asserted by the members of the proposed Former Student and Family Classes in the Class Action and as alleged in the Class Action.

Social Benefits or Social Assistance Benefits

10. The Government of Saskatchewan will ensure that the receipt of any payments under a settlement approved by the Court in the Class Action will not be regarded as income or impact on eligibility for any provincially administered social benefits or income assistance benefits available or payable to any Class Members.

Legal Fees

11. The parties acknowledge that payment of Class Counsel's legal fees and disbursements related to the claim against the Government of Saskatchewan, as approved by the Court, will be paid from the Settlement Fund. The Government of Saskatchewan shall take no

position on the legal fees or disbursements requested by Class Counsel, or in respect of any honorarium sought by any plaintiff, former plaintiff, or member of the Steering Committee.

Signed this 29th day of September, 2025



LOUIS GARDINER



MARGARET AUBICHON



MELVINA AUBICHON



EMILE JANVIER



DUANE FAVEL



DONNA JANVIER

THE GOVERNMENT OF SASKATCHEWAN



Per: _____
Premier of Saskatchewan,
Scott Moe