

SASKATCHEWAN COURT OF KING'S BENCH
PROPOSED CLASS PROCEEDING

BETWEEN:

LOUIS GARDINER, MARGARET AUBICHON, MELVINA AUBICHON,
EMILE JANVIER, DUANE FADEL, AND DONNA JANVIER

Plaintiffs

- and -

THE ATTORNEY GENERAL OF CANADA AND
THE GOVERNMENT OF SASKATCHEWAN

Defendants

SETTLEMENT AGREEMENT (SASKATCHEWAN)

WHEREAS:

- A. On December 27, 2022, the Plaintiffs filed a putative class action in the Saskatchewan Court of King's Bench bearing Court File No. KBG 1263 of 2022, *Gardiner et al. v. The Attorney General of Canada and His Majesty the King in Right of the Province of Saskatchewan* ("Gardiner"). An Amended Statement of Claim was filed on August 11, 2023.
- B. An earlier putative class action in the Saskatchewan Court of King's Bench bearing Court File No. QBG 2036 of 2005, *Chartier v. Attorney General of Canada and The Government of Saskatchewan* (formerly *Aubichon et al. v. Attorney General of Canada and The Government of Saskatchewan*) ("Chartier") was filed on December 9, 2005.
- C. Both *Gardiner* and *Chartier* sought compensation and other benefits for students who attended the Île-à-la-Crosse School.
- D. By way of the Order of the Saskatchewan Court of King's Bench dated January 28, 2026, the *Gardiner* and *Chartier Actions* were consolidated into one action, now known as *Gardiner et al. v. The Attorney General of Canada and The Government of Saskatchewan* (the "Consolidated Action"), under Court File No. KBG 936 of 2025.
- E. On February 26, 2025, the Plaintiffs entered into an Agreement in Principle with respect to the settlement of the Consolidated Action as against the Attorney General of Canada ("Canada").
- F. On September 29, 2025, the Plaintiffs and the Province of Saskatchewan ("Saskatchewan") entered into an Agreement in Principle with respect to the settlement of the Consolidated Action as against the Saskatchewan.
- G. The Parties intend that the Consolidated Action will be certified as a class proceeding as against Saskatchewan on consent for settlement purposes only, by order of the Saskatchewan Court of King's Bench.

- H. The Parties intend there to be a fair, comprehensive and lasting settlement of claims as against Saskatchewan related to the Île-à-la-Crosse School, and further desire the promotion of healing, wellness, language, culture, education, commemoration, and reconciliation. They have negotiated this Settlement Agreement with these objectives in mind.
- I. The Parties intend that the applications for certification for settlement purposes as against Saskatchewan and for Court approval of this Agreement will proceed concurrently with the application for certification for settlement purposes as against Canada and for Court approval of a settlement agreement with Canada.
- J. Subject to the Certification and Settlement Approval Order and the expiry of the Opt-Out Period, the claims of the Survivor Class Members and Family Class Members as against Saskatchewan, save and except for the claims of any Opt Outs, shall be settled on the terms contained in this Agreement.

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

INTERPRETATION

1.01 Definitions

In this Agreement, the following definitions apply:

“Agreement” or “Settlement Agreement” means this settlement agreement, including the schedules attached hereto;

“Agreement (Canada)” or “Settlement Agreement (Canada)” means the Settlement Agreement between the Plaintiffs and Canada, including the schedules attached thereto;

“Agreement in Principle” means the Agreement in Principle dated September 29, 2025, attached hereto as **Schedule A**;

“Abuse Compensation” means the compensation described in the Distribution Protocol, attached hereto as **Schedule B**;

“Abuse Compensation Application” means an application for Abuse Compensation made by a Claimant to the Claims Administrator by the Experience Payment Claims Deadline;

“Abuse Compensation Claimant” means a living Survivor Class Member or their legally appointed Personal Representative, or the Estate Representative of a deceased Survivor Class Member, who submits an Abuse Compensation Application to the Claims Administrator;

“Abuse Compensation Claims Deadline” means the date which is twenty-four (24) months after the Implementation Date, or such later date as the Plaintiffs agree and the Court permits;

“Abuse Compensation Claims Process” means the process outlined in this Agreement, including the Abuse Compensation Claims Protocol, and related forms, for the submission, assessment, determination and payment of compensation to Abuse Compensation Claimants;

“Abuse Compensation Claims Protocol” means the protocol for the submission, assessment, determination and payment of Abuse Compensation in respect of a Survivor Class Member, to be developed by the Parties in consultation with the Claims Administrator;

“Approval Date” means the date the Court issues its Approval Order;

“Approved Abuse Compensation Claimant” means a Claimant who has made an Application for Abuse Compensation which has been approved for payment by the Claims Administrator;

“Approved Experience Payment Claimant” means a Claimant who has made an Application for an Experience Payment in accordance with the Settlement Agreement (Canada) which has been approved for payment by the Claims Administrator;

“Business Day” means a day other than a Saturday or a Sunday or a day observed as a holiday under the laws of the Province or Territory in which the person who needs to take action pursuant to this Agreement is situated or a holiday under the federal laws of Canada applicable in the said Province or Territory;

“Canada” means His Majesty the King in Right of Canada;

“Certification and Settlement Approval Order” means the order of the Court certifying the Consolidated Action as a class action for settlement purposes and approving this Agreement pursuant to *The Class Actions Act*, SS 2001, c C-12.01;

“Claims Administrator” means such entity as may be designated by the Parties from time to time and appointed by the Saskatchewan Court of King’s Bench to carry out the duties assigned to it in this Agreement, and in the Settlement Agreement (Canada), if approved by the Court;

“Claims Process” means the process outlined in this Agreement, and the Settlement Agreement (Canada), for the submission, assessment, determination and payment of compensation to Claimants;

“Class” or **“Class Members”** means the Survivor Class Members and Family Class Members;

“Class Counsel” means the law firms representing the Plaintiffs in the Consolidated Action, being Sotos LLP, Goldblatt Partners LLP, and Merchant Law Group LLP;

“Class Period” means January 1, 1860, to December 31, 1976;

“Consolidated Action” means the consolidated *Gardiner* and *Chartier* actions in accordance with the Consolidation Order;

“Consolidation Order” means the order of the Saskatchewan Court of King’s Bench issued January 28, 2026, consolidating *Gardiner* and *Chartier* into one action;

“Court” means the Saskatchewan Court of King’s Bench unless the context otherwise requires;

“Distribution Protocol” means the protocol for allocation of the Saskatchewan Settlement Fund (as defined below) attached as **Schedule B** hereto;

“Estate Representative” means the eligible Claimant in respect of the estate of a deceased Survivor Class Member, to be determined in accordance with the Abuse Compensation Estate Claims Protocol;

“Experience Payment” means the payment described in section 7.01 of the Settlement Agreement (Canada);

“Experience Payment Claim” means a claim for an Experience Payment made by a Claimant under the Settlement Agreement (Canada);

“Family Class Member” means all persons who are a spouse, parent, child, grandchild, or sibling of a Survivor Class Member;

“Île-à-la-Crosse School” means the Île-à-la-Crosse School and residence in operation approximately during the Class Period, also known as the Île-à-la-Crosse Mission School or the Île-à-la-Crosse Boarding School. For greater clarity, the Île-à-la-Crosse School does not include the Rossignol School, any other school run by the Île-à-la-Crosse School Division, or any other school remaining in operation following the Class Period;

“Île-à-la-Crosse School Settlement Corporation” or **“Corporation”** means the Not-for-Profit Corporation to be established pursuant to section 6.01 of the Settlement Agreement (Canada);

“Implementation Date” means the latest of:

- a) April 1, 2026;
- b) the day following the last day on which an appeal of the Approval Order could be commenced pursuant to *The Class Actions Act*; or
- c) the date of the final determination of any appeal brought in relation to the Approval Order;

“Notice Plans” means the Notice Plan (Notice of Hearing for Certification and Settlement Approval) and the Notice Plan (Certification and Settlement Approval), as approved by the Court;

“Opt Out” means any Class Member who has delivered an Opt-Out Form, in the form attached hereto as **Schedule D**, to the Claims Administrator within the Opt-Out Period, and is thereby excluded from the Consolidated Action, including the provisions of this Settlement Agreement and subsequent Court Orders;

“Opt-Out Period” means the ninety (90) day period which commences on the date that the Notice of Certification and Settlement Approval is first published by the Claims Administrator;

“Parties” means the signatories to this Agreement, and for greater clarity, the Attorney General of Canada is not a party to this Agreement;

“Personal Representative” means the person appointed to manage or make reasonable judgments or decisions in respect of the affairs of a Person Under Disability;

“Person Under Disability” means

- a) a minor as defined by the legislation of that person's province or territory of residence; or
- b) a person who is unable to manage or make reasonable judgments or decisions in respect of their affairs by reason of mental incapacity and for whom a Personal Representative has been appointed;

“Released Claims” means any and all actions or causes of actions against Saskatchewan that have been asserted or that could have been asserted in relation to a Survivor Class Member's attendance at the Île-à-la-Crosse School during the Class Period, save and except for those claims of Survivor Class Members who have validly opted out of this Settlement within the Opt-Out Period;

“Saskatchewan” means The Government of Saskatchewan and its elected officials, servants, agents, officers and employees;

“School Year” means from September 1 of one calendar year to August 31 of the subsequent calendar year;

“Steering Committee” means the directors of the Île-à-la-Crosse Boarding School Steering Committee Inc.;

“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; and

“Ultimate Claims Deadline” means the date which is thirty-six (36) months after the Implementation Date.

1.02 No Admission of Liability

This Agreement shall not be construed as an admission of liability by Saskatchewan, nor a finding by the Court, of any fact within, or liability by Saskatchewan for any of the claims asserted in the Plaintiffs' claims and/or pleadings in the Consolidated Action as they are currently worded in the Consolidated Statement of Claim, were worded in previous versions of the claims and/or pleadings asserted in the claims and/or pleadings in *Gardiner* and *Chartier* as amended from time to time, or may be worded in the future.

1.03 Headings

The division of this Agreement into paragraphs, the use of headings, and the appending of Schedules are for convenience of reference only and do not affect the construction or interpretation of this Agreement.

1.04 Extended Meanings

In this Agreement, words importing the singular number include the plural and *vice versa*, words importing any gender include all genders and words importing persons include individuals, partnerships, associations, trusts, unincorporated organizations, corporations, and governmental authorities. The term “including” means “including without limiting the generality of the foregoing”.

1.05 No *Contra Proferentem*

The Parties acknowledge that they have reviewed and participated in settling the terms of this Agreement and they agree that any rule of construction to the effect that any ambiguity is to be resolved against the drafting Parties is not applicable in interpreting this Agreement.

1.06 Statutory References

In this Agreement, unless something in the subject matter or context is inconsistent therewith or unless otherwise herein provided, a reference to any statute is to that statute as enacted on the date thereof or as the same may from time to time have been amended, re-enacted, or replaced and includes any regulations made thereunder.

1.07 Day For Any Action

Where the time on or by which any action required to be taken hereunder expires or falls on a day that is not a Business Day, such action may be done on the next succeeding day that is a Business Day.

1.08 Final Order

For the purpose of this Agreement, a judgment or order becomes final when the time for appealing or seeking leave to appeal the judgment or order has expired without an appeal being taken or leave being sought, or, in the event that an appeal is taken or leave to appeal is sought, when such appeal or leave to appeal and such further appeals as may be taken have been disposed of and the time for further appeal, if any, has expired.

1.09 Currency

All references to currency herein are to lawful money of Canada.

1.10 Compensation Inclusive

The amounts payable to Class Members under this Agreement are inclusive of any prejudgment or post-judgment interest and costs or other amounts that may be claimed by Class Members against Saskatchewan for claims arising out of the Consolidated Action.

1.11 Schedules

The following Schedules to this Agreement are incorporated into and form part of this Agreement:

Schedule A Agreement in Principle, dated September 29, 2025

Schedule B Distribution Protocol

Schedule C Draft Saskatchewan Court of King's Bench Certification and Settlement Approval Order

Schedule D Opt-Out Form

1.12 No Other Obligations

All actions, causes of action, liabilities, claims, and demands of every nature or kind whatsoever for damages, contribution, indemnity, costs, expenses, and interest which any Class Member ever had, now has, or may hereafter have arising in relation to the Consolidated Action against Saskatchewan, including those asserted in *Gardiner* and *Chartier* as amended from time to time, whether such claims were made or could have been made in any proceeding, will be finally settled based on the terms and conditions set out in this Agreement upon the Implementation Date, and Saskatchewan will have no further liability except as set out in this Agreement.

1.13 Entire Agreement

This Agreement constitutes the entire agreement among the Parties with respect to the subject matter hereof and cancels and supersedes any prior or other understandings and agreements between or among the Parties with respect thereto. There are no representations, warranties, terms, conditions, undertakings, covenants or collateral agreements, express, implied, or statutory between or among the Parties with respect to the subject matter hereof other than as expressly set forth or referred to in this Agreement.

Court approval of this Agreement is separate and distinct from Court approval of any settlement agreement with Canada. In the event that the Court does not approve any

proposed settlement agreement with Canada in the Consolidated Action, it will have no effect on the approval or implementation of this Agreement except as explicitly set out in this Agreement, including the Schedules hereto.

1.14 Benefit of the Agreement

This Agreement will enure to the benefit of and be binding upon the Parties, the Class Members, and their respective heirs, Estate Representatives, Personal Representatives, successors and assigns.

1.15 Applicable Law

This Agreement will be governed by and construed in accordance with the laws of the Province of Saskatchewan.

1.16 Counterparts

This Agreement may be executed in any number of counterparts, each of which will be deemed to be an original and all of which taken together will be deemed to constitute one and the same Agreement.

1.17 Official Languages

As soon as practicable after the execution of this Agreement, Saskatchewan will arrange for the preparation of an official French version of this Agreement. In the event of a conflict between the English and French versions of this agreement, the English version shall prevail.

COMING INTO EFFECT

2.01 Effective Date of Agreement

This Agreement will become binding and effective on the Parties and all Survivor Class Members and Family Class Members on and after the Implementation Date.

2.02 Effective in Entirety

None of the provisions of this Agreement will become effective unless and until the Court approves this Agreement.

SETTLEMENT FUND

3.01 Compensation to Be Paid

Saskatchewan will pay forty million two hundred thousand dollars (\$40,200,000.00), the “Saskatchewan Settlement Fund”, in full and final settlement of the Class Members’ claims against it.

3.02 Purpose of the Saskatchewan Settlement Fund

The Parties acknowledge that the Saskatchewan Settlement Fund is intended to resolve 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 costs for administration of this Settlement Agreement.

3.03 Allocation of the Saskatchewan Settlement Fund

In accordance with the Plaintiffs’ determination of the best interests of the Class, the Saskatchewan Settlement Fund shall be allocated in accordance with the Distribution Protocol attached hereto as Schedule B.

3.04 Separate Accounts

The Claims Administrator shall not commingle any amounts from the Saskatchewan Settlement Fund with any amounts paid pursuant to the Settlement Agreement (Canada), except as described in the Settlement Agreement (Saskatchewan), including the Schedules.

3.05 Social Benefits

Saskatchewan acknowledges that the Abuse Compensation Payments and Experience Payments will not be regarded as income or impact on eligibility for any social benefits or income assistance benefits administered by Saskatchewan payable to an Approved Abuse Compensation Claimant or Approved Experience Payment Claimant.

ABUSE COMPENSATION CLAIMS PROCESS

4.01 Abuse Compensation Claims Principles

The following principles shall govern the Claims Administrator and the Parties throughout the Abuse Compensation Claims Process:

- a. the Abuse Compensation Claims Process shall be expeditious, accessible, culturally sensitive, and trauma-informed;
- b. the Abuse Compensation Claims Process shall minimize and mitigate the burden on the Abuse Compensation Claimants in making their Abuse Compensation Applications, including the risk of re-traumatization;
- c. the Claims Administrator shall assume that an Abuse Compensation Claimant is acting honestly and in good faith unless there is reasonable evidence to the contrary; and
- d. the Claims Administrator shall draw all reasonable and favourable inferences that can be drawn in favour of the Abuse Compensation Claimant.

4.02 Making Abuse Compensation Applications

There will be an Abuse Compensation Claim Form, to be agreed upon between the Plaintiffs, Class Counsel, and the Claims Administrator.

To make an Application for Abuse Compensation, a Claimant must submit an Abuse Compensation Claim Form and any supporting documents to the Claims Administrator before the Abuse Compensation Claims Deadline, which will be two years following the Implementation Date.

4.03 Assessing Abuse Compensation Applications

The Claims Administrator will assess each Abuse Compensation Claimant's entitlement to Abuse Compensation, and the quantum of the Abuse Compensation, in accordance with the Abuse Compensation Claims Protocol.

The Abuse Compensation Claims Protocol will provide for a third-party assessor (the “Assessor”) to assist with assessments of Abuse Compensation Claimants’ entitlement to Abuse Compensation, and the quantum of the Abuse Compensation.

4.04 Timing of Abuse Compensation Applications

No Abuse Compensation Applications, supporting documents, Abuse Compensation Application re-submissions, or any other documents in respect of Abuse Compensation Applications will be accepted for submission after the Ultimate Claims Deadline under any circumstances.

LEGAL FEES AND DISBURSEMENTS AND HONORARIA

5.01 Fees

All legal fees and disbursements of Class Counsel in respect of the Saskatchewan Settlement are payable out of the Saskatchewan Settlement Fund as set out in the Distribution Protocol, which is subject to approval by the Court.

5.02 Honoraria

Honoraria may be requested to be paid to current plaintiffs in the Consolidated Action or to current or former members of the Steering Committee and may be paid from the Saskatchewan Settlement Fund, if approved by the Court.

5.03 Individual Legal Fees

The Abuse Compensation Claims Process will be designed to be accessible to Abuse Compensation Claimants without the need for the assistance of legal counsel, other than the assistance of Class Counsel, as may be required. Abuse Compensation Claimants may retain the counsel of their choice to assist them with the preparation of their individual claims, but Saskatchewan will not pay any legal fees or disbursements associated with completing a claim for an Experience Payment or Abuse Compensation, other than the fees payable to Class Counsel as approved by the Court.

IMPLEMENTATION OF THIS AGREEMENT

6.01 Certification and Settlement Approval Order

The Parties agree that Saskatchewan will consent to the Plaintiffs' application for certification for settlement purposes and approval of this Settlement Agreement. The Parties agree that they will seek an order from the Court substantially in the form of the Draft Certification and Settlement Approval Order attached as **Schedule C**, including the following provisions:

- a) incorporating by reference this Agreement in its entirety including all Schedules;
- b) ordering and declaring that the Order is binding on all Class Members, including Persons Under Disability, unless they validly opt out of the Consolidated Action; and,
- c) ordering and declaring that no Class Members, save and except those who have validly opted out of the Consolidated Action, may commence proceedings against Saskatchewan seeking compensation or other relief arising from or in relation to a Survivor Class Member's attendance as a student at the Île-à-la-Crosse School.

6.02 Notice Plan (Certification and Settlement Approval)

The Parties agree that approval of the Notice Plan (Certification and Settlement Approval), substantially in the form attached to the Draft Certification and Settlement Approval Order, will be sought from the Court whereby Class Members will be provided with notice of the Certification and Settlement Approval Order and the Claims Process.

OPTING OUT

7.01 Right to Opt Out

Class Members have the right to opt out of the Class Action by completing and executing an Opt-Out Form, substantially in the form attached as **Schedule E**, and sending the Opt-Out Form to the Claims Administrator no later than ninety (90) days after the first

publication of the Notice of Certification and Settlement Approval by the Claims Administrator.

7.02 Inadvertent Opt Out

Until five (5) business days following the close of the Opt-Out Period, Class Counsel may contact any Survivor Class Member who submits an Opt-Out Form to confirm that the Survivor Class Member is freely and intentionally electing to opt out. A Survivor Class Member shall have a further five (5) business days following contact by Class Counsel to revoke an inadvertent opt out by sending a signed statement to the Claims Administrator withdrawing the Opt-Out Form. If a purported opt out is not revoked within those ten business days, it shall become final and the former Survivor Class Member shall become an Opt Out.

Class Counsel will report to the Claims Administrator the names of all Survivor Class Members who submit an Opt-Out Form whom Class Counsel contacts and the date thereof for the purpose of calculating the five-day time period for withdrawing an Opt-Out Form.

PAYMENTS TO ESTATE EXECUTORS OR PERSONAL REPRESENTATIVES

8.01 Compensation if Deceased

If an Abuse Compensation Application has been made and approved in respect of a deceased Survivor Class Member, the Approved Estate Representative Claimant shall be paid, for the benefit of the Estate, the compensation to which the deceased Survivor Class Member would have been entitled under the Claims Process, as if the Survivor Class Member had not died.

8.02 Person Under Disability

If an Approved Claimant is or becomes a Person Under Disability prior to their receipt of compensation, the Personal Representative of the Survivor Class Member will be paid, for the benefit of the Approved Claimant, the compensation to which the Survivor Class Member would have been entitled under the Claims Process.

8.03 No Claim Against Saskatchewan, Claims Administrator, and Class Counsel

Class Members shall have no claim for damages or compensation of any kind against Saskatchewan, the Claims Administrator, and Class Counsel by reason of or resulting from a payment or non-payment to a Personal Representative or Estate Representative pursuant to this Agreement.

ABUSE COMPENSATION CLAIMS PROCESS

9.01 Principles Governing Claims Administration

The Claims Process is intended to be expeditious, cost-effective, user-friendly, accessible, trauma-informed, and culturally sensitive.

The intent of the Claims Process is to minimize the burden on the Claimants in making their Applications, including Abuse Compensation Applications, and to mitigate any likelihood of re-traumatization through the Claims Process. The Claims Administrator shall, in the absence of reasonable grounds to the contrary, assume that a Claimant is acting honestly and in good faith. The Parties acknowledge that a Claimant may in honesty provide erroneous or incomplete information within the Claims Process, and the Claims Administrator will allow for an Abuse Compensation Application to be revised or supplemented, before or after the Abuse Compensation Claims Deadline.

In considering an Abuse Payment Application, the Claims Administrator shall draw all reasonable and favourable inferences that can be drawn in favour of the Claimant, as well as resolving any doubt as to whether an Application should be approved in favour of the Claimant.

THE CLAIMS ADMINISTRATOR

10.01 Duties of the Claims Administrator

The Claims Administrator's duties and responsibilities include the following:

- a) developing, installing, and implementing systems, forms, information, guidelines, and procedures for processing and making decisions on Abuse Compensation Applications in accordance with this Agreement;
- b) installing and implementing systems and procedures for making Abuse Compensation payments in accordance with this Agreement;
- c) providing personnel in such reasonable numbers as are required for the performance of its duties, and training and instructing them;
- d) keeping or causing to be kept accurate accounts of its activities and its administration, preparing such financial statements, reports, and records as are required by the Court;
- e) reporting to the Parties on a regular basis respecting Abuse Compensation Applications received and determined;
- f) responding to enquiries respecting Abuse Compensation Applications and communicating with Claimants in English, French, Cree or Dene, as the Claimant elects, and if a Claimant expresses the desire to communicate in another language, making best efforts to accommodate that request;
- g) reviewing Abuse Compensation Applications and, with assistance of Class Counsel as may be needed, making decisions in respect of Abuse Compensation Applications and giving notice of decisions in accordance with this Agreement; and,
- h) such other duties and responsibilities as the Court may from time to time direct.

10.02 Appointment of the Claims Administrator

The Claims Administrator will be appointed by the Court on the recommendation of the Parties.

10.03 Costs of Claims Process

Only the costs of the Claims Process for making Abuse Compensation payments, incremental costs of making a partial preliminary payment of the Experience Payments, and the costs of the supplementary Experience Payments set out in the Distribution Protocol will be paid from the Saskatchewan Settlement Fund. The costs of the

assessment and determination of the duration of a Survivor Class Member’s attendance at the Île-à-la-Crosse School will be paid by Canada as part of its contribution to the costs of administering its Settlement Agreement, unless the Canada Settlement is not approved by the Court.

RELEASES

11.01 Survivor Class Member Releases

The Certification and Settlement Approval Order issued by the Court will declare that:

Each Survivor Class Member who has not opted out on or before the expiry of the Opt-Out Period, their heirs, Personal Representatives Estate Representatives, successors and assigns (hereinafter “Survivor Class Releasors”) has fully, finally and forever released Saskatchewan, its elected officials, servants, agents, officers and employees, from any and all actions, causes of action, common law, Québec civil law, and statutory liabilities, contracts, claims, and demands of every nature or kind available, asserted or which could have been asserted whether known or unknown including for damages, contribution, indemnity, costs, expenses, and interest which any such Survivor Class Releasor ever had, now has, or may hereafter have, directly or indirectly, arising from or in any way relating to or by way of any subrogated or assigned right or otherwise in relation to the individual claims under the Consolidated Action, including those asserted prior to consolidation in Court File No. KBG 1263 of 2022, *Gardiner et al. v. The Attorney General of Canada and His Majesty the King in Right of the Province of Saskatchewan Gardiner* and in Court File No. QBG 2036 of 2005, *Chartier v. Attorney General of Canada and The Government of Saskatchewan* (formerly *Aubichon et al. v. Attorney General of Canada and The Government of Saskatchewan*) as amended from time to time, and this release includes any such claim made or that could have been made in any proceeding, whether asserted directly by the Survivor Class Releasor or by any other person, group, or legal entity on behalf of or as representative for

the Survivor Class Releasor (hereinafter “Released Claims”). The Survivor Class Releasors acknowledge that they may hereafter discover facts different from or in addition to those they now know or believe to be true with respect to the Released Claims, and they expressly agree that this Release shall remain in effect notwithstanding the discovery or existence of any such different or additional facts.

For greater certainty, Survivor Class Releasors are deemed to agree that, if they make any claim or demand or take any actions or proceedings against another person or persons in which any claim could arise against Saskatchewan for damages or for contribution or indemnity and/or other relief over, whether by statute or the common law, Québec civil law in relation to the individual claims under the Consolidated Action, the Survivor Class Releasor will expressly limit their claims to exclude Saskatchewan's proportionate share of responsibility and to indemnify and hold Saskatchewan harmless against any claim for contribution and indemnity.

Upon a final determination of a Claim made under and in accordance with the Claims Process, Survivor Class Releasors are also deemed to agree to release the Parties, Class Counsel, counsel for Saskatchewan, and the Claims Administrator with respect to any claims that arise or could arise out of the application of the Claims Process, including but not limited to the sufficiency of the compensation received.

11.02 Family Class Member Releases

The Approval Order issued by the Court will declare that:

Each Family Class Member who has not opted out on or before the expiry of the Opt-Out Period (“Family Class Releasors”) has fully, finally and forever released Saskatchewan, its elected officials, servants, agents, officers and employees, from any and all actions, causes of action, common law, Québec civil law and statutory liabilities, contracts, claims, and demands of every nature or kind available, asserted or which could have been asserted whether known or unknown including for damages, contribution, indemnity, costs, expenses, and interest which any such

Family Class Releasor ever had, now has, or may hereafter have, directly or indirectly, arising from or in any way relating to or by way of any subrogated or assigned right or otherwise in relation to the individual claims under the Consolidated Action, including those asserted prior to consolidation in Court File No. KBG 1263 of 2022, *Gardiner et al. v. The Attorney General of Canada and His Majesty the King in Right of the Province of Saskatchewan Gardiner* and in Court File No. QBG 2036 of 2005, *Chartier v. Attorney General of Canada and The Government of Saskatchewan* (formerly *Aubichon et al. v. Attorney General of Canada and The Government of Saskatchewan* as amended from time to time, and this release includes any such claim made or that could have been made in any proceeding, whether asserted directly by the Family Class Releasor or by any other person, group, or legal entity on behalf of or as representative for the Family Class Releasor (hereinafter "Released Claims"). The Family Class Releasors acknowledge that they may hereafter discover facts different from or in addition to those they now know or believe to be true with respect to the Released Claims, and they expressly agree that this Release shall remain in effect notwithstanding the discovery or existence of any such different or additional facts.

For greater certainty, Family Class Releasors are deemed to agree that, if they make any claim or demand or take any actions or proceedings against another person or persons in which any claim could arise against Saskatchewan for damages or for contribution or indemnity and/or other relief over, whether by statute, the common law, or Québec civil law, in relation to the individual claims under the Consolidated Action, the Family Class Releasor will expressly limit their claims to exclude Saskatchewan's proportionate share of responsibility and to indemnify and hold Saskatchewan harmless against any claim for contribution and indemnify.

11.03 Deemed Consideration by Saskatchewan

Saskatchewan's obligations and liabilities under this Agreement constitute the consideration for the releases and other matters referred to in this Agreement and such

consideration is in full and final settlement and satisfaction of any and all claims referred to in the Consolidated Action, including those asserted in *Gardiner* and *Chartier* as amended from time to time, and the Survivor Class Releasors and Family Class Releasors are limited to the benefits provided and compensation payable pursuant to this Agreement as their only recourse on account of any and all such actions, causes of actions, liabilities, claims, and demands as against Saskatchewan.

TERMINATION AND OTHER CONDITIONS

12.01 Termination of Agreement

This Agreement will continue in full force and effect until all obligations under this Agreement are fulfilled.

12.02 Amendments

Prior to the Approval Date, this Agreement may be amended by the Parties in writing.

No amendment may be made to this Agreement following the Approval Date unless agreed to by the Parties in writing and approved by the Court.

12.03 No Assignment

No amount payable to Approved Claimants or Approved Abuse Compensation Claimants under this Agreement can be assigned by the Claimant and any such assignment is null and void except as expressly provided for in this Agreement.

CONFIDENTIALITY & RECORDS

13.01 Confidentiality

Except as otherwise provided in this Agreement, any information provided, created or obtained in the course of this settlement, whether written or oral, will be kept confidential by the Parties and Class Counsel, all Survivor Class Members and Family Class Members, and the Claims Administrator and will not be used for any purpose other than this settlement unless otherwise agreed by the Parties.

13.02 Retention of Survivor Class Member Records

If requested, the Claims Administrator will return the original records of all Claimants in its possession within one (1) year of completing the administration of any settlements of the Consolidated Action. If a Claimant specifically indicates that they do not wish the return of their records within the one-year period, the Claims Administrator will destroy such records in accordance with the Claimant's request. If a Claimant requests that their records be forwarded to the National Centre for Truth and Reconciliation, then the Claims Administrator will arrange for the records to be delivered as requested, and provide confirmation to the Claimant.

13.03 Confidentiality of Negotiations

Save as may otherwise be agreed between the Parties, the undertaking of confidentiality as to the discussions and all communications, whether written or oral, made in and surrounding the negotiations leading to the Agreement in Principle and this Agreement continues in force.

COOPERATION

14.01 Cooperation with Saskatchewan

Upon execution of this Agreement, the Plaintiffs and Class Counsel will cooperate with Saskatchewan and make best efforts to obtain approval of this Agreement and to obtain the support and participation of Survivor Class Members and Family Class Members in all aspects of this Agreement.

14.02 Public Announcements

At the time agreed upon, the Parties will make public announcements in support of this Agreement and continue to speak publicly in favour of this Agreement.

IN WITNESS WHEREOF the Parties have executed this Settlement Agreement, as of this
29th day of January, 2026.



For the Plaintiffs
Sotos LLP



For the Plaintiffs
Goldblatt Partners LLP



For the Plaintiffs
Merchant Law Group LLP



Deputy Attorney General
For Saskatchewan

SCHEDULE A

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

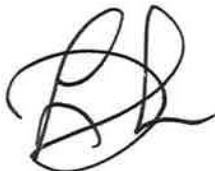
10. The Government of Saskatchewan will ensure that the receipt of any payments under a settlement approved by the Court in the Class Action will not be regarded as income or impact on eligibility for any provincially administered social benefits or income assistance benefits available or payable to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

Schedule “B” – Distribution Protocol

1. The Saskatchewan Settlement Fund will be paid to Class Counsel and to the Claims Administrator on the Implementation Date, as set out below.

Legal Fees

2. Saskatchewan shall pay to Class Counsel eight million five hundred thousand dollars (\$8,500,000.00), inclusive of all applicable taxes, for legal fees and disbursements from the Saskatchewan Settlement Fund, on the Implementation Date.
3. If the Court does not approve legal fees and disbursements to be paid to Class Counsel from the Saskatchewan Settlement Fund, or approves an amount less than \$8,500,000.00, any court-approved amounts for legal fees and disbursement shall be paid by Saskatchewan to Class Counsel from the Saskatchewan Settlement Fund on the Implementation Date.

Claims Administration

4. Saskatchewan will pay thirty-one million seven hundred thousand dollars (\$31,700,000.00), or whatever greater sum is left over in the Saskatchewan Settlement Fund after the payment of legal fees and disbursements to Class Counsel (the “Net Saskatchewan Settlement Fund”), to the Claims Administrator on the Implementation Date for the purpose of paying out compensation to Approved Abuse Compensation Claimants and Approved Experience Payment Claimants, as described herein and in the Claims Process, and the incidental costs of administering the Saskatchewan Settlement.
5. The Net Saskatchewan Settlement Fund shall be invested by the Claims Administrator until such time as the funds are paid to Approved Abuse Compensation Claimants and Approved Experience Payment Claimants, or costs are incurred by the Claims Administrator as set out herein and in the Claims Process, and the interest will accrue to the benefit of the Class Members.

6. The incremental administrative costs associated with the Claims Administrator distributing an initial partial payment of Experience Payments to Approved Experience Payment Claimants will be paid out of the Net Saskatchewan Settlement Fund. In addition, the costs associated with the administration of this Settlement Agreement, over and above any costs associated with the administration of the Settlement Agreement (Canada), will be paid out of the Net Saskatchewan Settlement Fund. An initial sum of one million and one hundred thousand dollars (\$1,100,000.00) shall be reserved from the Net Saskatchewan Settlement Fund by the Claims Administrator for payment of these costs.
7. If the Claims Administrator anticipates at any point during the claims administration process that the costs associated with administration of the Settlement Agreement (Saskatchewan), over and above any costs associated with the administration of the Settlement Agreement (Canada), will exceed \$1,100,000.00, it will notify Class Counsel immediately, provide an estimate of the additional sum necessary to be set aside for costs of settlement administration, and work proactively with Class Counsel to identify cost-saving measures.
8. If the Claims Administrator estimates that the costs associated with administration of the Settlement Agreement (Saskatchewan), over and above any costs associated with the administration of the Settlement Agreement (Canada), will exceed \$1,300,000.00, it will notify Class Counsel immediately. The additional costs associated with administration must either be: a) agreed upon by the Plaintiffs and Class Counsel, in consultation with the Claims Administrator; or b) approved by the Court.

Abuse Compensation Payments

9. The Net Saskatchewan Settlement Fund shall be used to pay Abuse Compensation payments to Approved Abuse Compensation Claimants, as follows:

(continues on next page)

Abuse Compensation Grid

Level 2	<p>1. Physical assault causing:</p> <ul style="list-style-type: none"> • Serious but temporary injury requiring bed rest or treatment in an infirmary or hospital; • Loss of consciousness; or • Broken bone(s). <p><u>or</u></p> <p>2. Any of the following acts of Sexual assault:</p> <ul style="list-style-type: none"> • Touching with a sexual purpose or intention including touching of breasts, genitals or anus with an object; • The act of an adult exposing themselves; • One or more incidents of fondling or kissing; or • Nude photographs taken of the Survivor 	\$50,000
Level 3	<p>1. Physical assault leading to permanent or demonstrated long-term injury, impairment or disfigurement;</p> <p><u>or</u></p> <p>2. A single incident of any of the following acts of Sexual assault:</p> <ul style="list-style-type: none"> • Masturbation; • Oral intercourse; or • Attempted vaginal or anal intercourse. 	\$100,000
Level 4	<p>1. Repeated and persistent physical assaults leading to permanent or demonstrated long term injury, impairment or disfigurement.</p> <p><u>or</u></p> <p>2. Isolated incidents of any of the following acts of Sexual assault:</p> <ul style="list-style-type: none"> • Digital anal or vaginal penetration; • Anal or vaginal intercourse; or • Anal or vaginal penetration with an object. 	\$185,000
Level 5	<p>1. Repeated and persistent incidents of any of the following acts of Sexual assault:</p> <ul style="list-style-type: none"> • Oral intercourse, masturbation, digital anal or vaginal penetration; • Anal, oral or vaginal intercourse; or • Anal or vaginal penetration with an object. <p><u>or</u></p> <p>2. Isolated Physical assaults leading to permanent or demonstrated long term injury impairment or</p>	\$235,000

	<p>disfigurement, when <u>at the same time</u> as any of the following acts of Sexual assault:</p> <ul style="list-style-type: none"> • Digital anal or vaginal penetration; • Anal or vaginal intercourse; or • Anal or vaginal penetration with an object. 	
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10. For each Approved Abuse Compensation Claimant whose Abuse Compensation Application is approved by the Claims Administrator by the Abuse Compensation Claims Deadline, a partial payment of 50% of the maximum Abuse Compensation payment to which the Claimant is entitled shall be made no later than one month following approval of the Abuse Compensation Application.
11. Following the Abuse Compensation Claims Deadline, the Claims Administrator shall issue payment of the balance of the Abuse Compensation owing to each Approved Claimant, up to the maximum amount for their assessed level of harm, as soon as possible.
12. Should the total value of approved Abuse Compensation payments exceed the Net Saskatchewan Settlement Fund, after deduction of the claims administration costs, the value of each approved Abuse Compensation payment shall be reduced *pro rata*.
13. Abuse Compensation will only be paid to Survivor Class Members or their Personal Representatives or Estate Representatives (as applicable) whose Abuse Compensation Applications have been deemed eligible for compensation in accordance with the Claims Process.

Experience Payments

14. Should the total value of approved Abuse Compensation payments and associated claims administration costs not exhaust the Net Saskatchewan Settlement Fund, the remaining Fund shall be distributed *pro rata* to Approved Experience Payment Claimants who: a) are or were living Survivor Class Members as of September 29, 2025; and b) resided overnight at the Île-à-la-Crosse School for at least part of one School Year (the “Experience Payment Top-Ups”). The *pro rata* allocation of the

remaining Fund will be based upon the number of School Years (including partial School Years) that each Survivor Class Member attended at the Île-à-la-Crosse School, as determined by the Claims Administrator in the course of the administration of the Settlement Agreement (Canada).

15. Should the value of any individual Experience Payment Top-Up be less than \$20, the Experience Payment Top-Up shall not be distributed to Approved Experience Payment Claimants. Instead, the Claims Administrator shall transfer the remaining Net Saskatchewan Settlement Fund to the Île-à-la-Crosse School Settlement Corporation, for addition to the Legacy Fund, as defined in the Settlement Agreement (Canada).
16. The criteria and process for the review and determination of Eligible Abuse Compensation Claims, including the Abuse Compensation Claims Protocol, will either be: a) agreed upon by the Plaintiffs and Class Counsel, in consultation with the Claims Administrator; or b) approved by the Court.

SCHEDULE C

COURT FILE NUMBER KBG-SA-00936-2025
COURT OF KING'S BENCH FOR SASKATCHEWAN

JUDICIAL CENTRE SASKATOON

PLAINTIFFS Louis Gardiner, Margaret Aubichon, Melvina Aubichon, Emile Janvier, Duane Favel, and Donna Janvier

DEFENDANTS The Attorney General of Canada and the Government of Saskatchewan

Court
Seal

Brought under *The Class Actions Act*

CERTIFICATION AND SETTLEMENT APPROVAL ORDER

Order made this ____ day of _____, 2026.

Before the Honourable Madam Justice R.C. Wempe, in Chambers.

On the application of the Plaintiffs, and on reading: the affidavit of Louis Gardiner, sworn the 27th day of February 2024; the affidavit of Margaret Aubichon, sworn the 23rd day of February, 2024; the affidavit of Melvina Aubichon, sworn the 28th day of February, 2024; the affidavit of Emile Janvier, sworn the 23rd day of February, 2024; the affidavit of Duane Favel, sworn the 26th day of February, 2024; the affidavit of Donna Janvier, sworn the 23rd day of February, 2024; the joint affidavit of Dr. Amanda Fehr and Dr. Katya Macdonald, sworn the 28th day of February, 2024; the reply affidavit of Dr. Katya Macdonald, sworn the 29th day of August, 2024; the [Plaintiffs' supplementary affidavits]; the [lawyer's affidavit]; the [Claims Administrator affidavit], the affidavit of Dawn Campbell, sworn the 16th day of July, 2024, the affidavit of Peter Gorham sworn the 9th day of July, 2024, the affidavit of Peter Gorham sworn the ** day of **, 2026, and on hearing the submissions of the parties;

And on being advised of the consent of the Defendants to the requested relief, this Court orders:

1. The defined terms in this Order shall have the same meaning as they do in the Settlement Agreement with the Attorney General of Canada (“Canada”), attached hereto as **Schedule “A”**, and the Settlement Agreement with the Province of Saskatchewan (“Saskatchewan”), attached hereto as **Schedule “B”** (collectively, the “Settlements” or “Settlement Agreements”). The Settlement Agreements are incorporated into, and form part of, this Order.

CERTIFICATION

2. This action is certified as a class action for settlement purposes.
3. The Class is defined as:
 - a. **Survivor Class** 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. For greater clarity, “**Île-à-la-Crosse School**” means the Île-à-la-Crosse School and residence in operation approximately during the Class Period, also known as the Île-à-la-Crosse Mission School or the Île-à-la-Crosse Boarding School. The Île-à-la-Crosse School does not include the Rossignol School, any other school run by the Île-à-la-Crosse School Division, or any other school remaining in operation following the Class Period; and

b. **Family Class** means any spouse, parent, child, grandchild, or sibling of a Survivor Class Member, or the surviving spouse of a deceased Survivor Class Member.

4. The **Class Period** means between January 1, 1860, to December 31, 1976.

5. The following persons are appointed as Representative Plaintiffs:

- a. for the Survivor Class: Louis Gardiner, Margaret Aubichon, Melvina Aubichon, and Emile Janvier; and
- b. for the Family Class: Duane Favel and Donna Janvier.

6. The claims asserted against Canada are: breach of fiduciary duty; negligence; breach of Aboriginal rights pursuant s. 35 of the *Constitution Act, 1987*; and breach of international law.

7. The claim asserted against Saskatchewan is negligence.

8. The relief claimed by the Class Members is: declarations that Canada breached fiduciary, statutory, and common law duties owed to the plaintiffs and Class Members; a declaration that Saskatchewan breached its common law duty owed to the plaintiffs and Class Members; and damages, including general, aggravated, special, punitive, and exemplary damages.

9. The common issues are:

Breach of common law duties

- i. Did the Province of Saskatchewan owe a duty of care to the Survivor Class and/or Family Class?
- ii. If the answer to (i) is yes, what is the applicable standard of care?

- iii. If the answer to (i) is yes, did the Province of Saskatchewan breach the duty of care owed to either Class? If so, when and how?
- iv. Did Canada owe a duty of care to the Survivor Class and/or Family Class?
- v. If the answer to (iv) is yes, what is the applicable standard of care?
- vi. If the answer to (iv) is yes, did Canada breach the duty of care owed to either Class? If so, when and how?

Breach of fiduciary duty

- vii. Did Canada owe a fiduciary duty to the Survivor Class Members?
- viii. Did Canada breach its fiduciary duty owed to the Survivor Class? If so, when and how?

Breach of statutory duty

- ix. Did Canada breach the Survivor Class Members' s. 35 Aboriginal rights? If so, when and how?
- x. Did Canada owe a statutory duty to the members of the Survivor Class arising out of its international obligations?
- xi. If the answer to (ix) is yes, what was the content of that statutory duty?
- xii. If the answer to (ix) is yes, did Canada breach this statutory duty to the Survivor Class? If so, when and how?

- 10. The class action is the preferable procedure for implementing the Settlement Agreements.

SETTLEMENT APPROVAL

- 11. The Settlement Agreement between Canada and the Plaintiffs dated January [XX], 2026, inclusive of all of its schedules (Schedule "A"), is fair and reasonable and in the best interests of the Class and is hereby approved pursuant to s. 38 of *The Class Actions Act*, SS 2001, c-12.01, and shall be implemented and enforced in accordance with its terms.
- 12. The Settlement Agreement between Saskatchewan and the Plaintiffs dated January [XX], 2026, inclusive of all of its schedules (Schedule "B"), is fair and reasonable and in the best

interests of the Class and is hereby approved pursuant to s. 38 of *The Class Actions Act*, SS 2001, c-12.01, and shall be implemented and enforced in accordance with its terms.

13. The Data Disposition Protocol attached as **Schedule “C”** hereto is hereby approved and shall be implemented and enforced in accordance with its terms.
14. [Claims Administrator] is appointed as the Claims Administrator to deliver the Notices of Certification and Settlement Approval, to administer the Settlement Agreements in accordance with their terms, and to distribute the Settlement Funds in accordance with the terms of the Settlement Agreements.
15. The fees, disbursements, and applicable taxes of the Claims Administrator shall be paid in accordance with the terms of the Settlement Agreements.
16. The Parties and the Claims Administrator shall give notice of the certification of this action and the approval of the Settlement Agreements to the Class Members in the form set out in **Schedule “D”** hereto, and in the manner set out in the Notice Plan attached as **Schedule “E”** hereto.
17. The “**Opt-Out Deadline**” shall be 5 p.m. Central Standard Time, on the first business day 90 days after the first publication of the Notice of Certification and Settlement Approval, after which time no Class Member may validly opt out of this action without further order of this Court.
18. Class Members may validly opt out of this action by delivering a completed, signed and dated Opt-Out Form to the Claims Administrator, by the Opt-Out Deadline.

19. Within 30 days after the Opt-Out Deadline, the Claims Administrator shall provide to the Court and the Parties a report containing the names of each person who has validly and timely opted out of the proceeding.
20. The Settlement Agreements are binding on the Parties and all Class Members, including persons under a disability, and the estates of Class Members.
21. Upon the Implementation Date, this action is dismissed as against Canada, without costs and with prejudice, and such dismissal shall be an absolute defence to any subsequent action by any Class Member in respect of the subject matter hereof on the basis that the action constitutes an abuse of process.
22. Upon the Implementation Date, this action is dismissed as against Saskatchewan, without costs and with prejudice basis, and such dismissal shall be an absolute defence to any subsequent action by any Class Member in respect of the subject matter hereof on the basis that the action constitutes an abuse of process.
23. The following releases are made and shall be interpreted as ensuring the conclusion of all Class Members' claims arising out of, or relating in any way to, the settled claims which are or could have been brought in this action, in accordance with sections 14.01, 14.02, and 14.03 of the Settlement Agreement (Canada) and sections 11.01, 11.02 and 11.03 of the Settlement Agreement (Saskatchewan), as follows:
 - a. Each Class Member and any of their past or current successors, heirs, executors, administrators, trustees or assigns, who has not opted out on or before the Opt-Out Deadline ("Releasors") has fully, finally and forever released the Defendants and

their elected officials, servants, agents, officers and employees (“**Releasees**”) from any and all claims, demands, actions, suits or causes of action of every nature or kind available, that have been brought or which could have been brought in this action, whether known or unknown, asserted or unasserted, under or pursuant to any statute, regulation, international legal instrument, common law, Québec civil law, or equity, including for damages, contribution, indemnity, costs, expenses, and interest, which any such Releasor ever had, now has, or may hereafter have, directly or indirectly, arising from or in any way relating to or by way of any subrogated or assigned right or otherwise in relation to the claims in the Consolidated Statement of Claim filed March 24, 2025 and the claims asserted previously in Court File No.

KBG 1263 of 2022, *Gardiner et al. v. The Attorney General of Canada and His Majesty the King in Right of the Province of Saskatchewan* and in Court File No. QBG 2036 of 2005, *Chartier v. Attorney General of Canada and The Government of Saskatchewan* (formerly *Aubichon et al. v. Attorney General of Canada and The Government of Saskatchewan*) (the “**Released Claims**”). This release includes any such claim made, or that could have been made, against the Releasees in any proceeding, whether asserted directly by the Releasor or by any other person, group, or legal entity on behalf of, or as representative for, the Releasors and notwithstanding the discovery or existence of any different or additional facts; and

- b. Releasors are also deemed to agree to release the Parties, the Parties’ counsel, the Claims Administrator, and the Assessor with respect to any claims that arise or could arise out of the application of the Claims Process, including but not limited to the sufficiency of the compensation received.

24. Upon the expiration of the Opt-Out Period, each Releasor shall not institute, continue, maintain, intervene in, or assert, either directly or indirectly, on their own behalf or on behalf of any class or any other person, any proceeding, cause of action, claim or demand of any nature whatsoever against any Releasee, or against any other person who may claim contribution or indemnity or other claims over relief from any Releasee, arising out of, in respect of, or relating in any way to, any Released Claim, and all such claims are hereby forever barred, prohibited and enjoined. The Releasee has an absolute defence to any subsequent action by any Releasor in respect of the Released Claim on the basis that the action constitutes an abuse of process. For greater certainty, Releasors are deemed to agree that, if they make any claim or demand or take any actions or proceedings against another person or persons (including any Catholic Church entities) in which any claim could arise against a Releasee for damages or contribution or indemnity and/or other relief over, whether by regulation, statute, common law, or Québec civil law, in relation to the individual claims in the Consolidated Statement of Claim, the Releasor will expressly limit their claims to the proportionate liability attributable to the conduct of such other person or persons and to indemnify and hold the Releasee harmless against any claim for contribution and indemnity.
25. All claims for contribution or indemnity or other claims over, whether asserted, unasserted or asserted in a representative capacity, inclusive of interest, taxes and costs, relating to or arising from the Released Claims, which were or could have been brought in this action or that have been, or that could have been, asserted by a separate action by any other person or party against a Releasee, shall be forever barred, prohibited and enjoined in accordance with the terms of this Order.

26. This Order is made without prejudice to the Class Members' rights and claims against any other person or entity other than the Releasees, and does not preclude the Class Members from pursuing, at their sole discretion, their claims against any other person or entity for such person or entity's proportionate share of liability to the Class Members. This Order shall not operate as a bar or as a release of any claim of the Class Members as against any other person or entity for that person or entity's several or joint and several liability but will only limit any recovery against any other person or entity to that proportion of damages either as found by the Court or as agreed to between the Parties, which shall exclude any amounts that the Court finds, or the Class Members and any other person or entity agree, relate to the responsibility of the Defendants.
27. No person may bring any claim or action or take any proceedings against the Parties, the Parties' Lawyers, the Claims Administrator, the Assessor, or any of their respective past and current elected officials, partners, officers, directors, employees, parents, subsidiaries, agents, associates, representatives, predecessors, successors, beneficiaries or assigns for any matter in any way relating to the implementation of this Order or the Settlement Agreements, except with leave of this Court and based upon demonstrating exceptional circumstances.
28. For purposes of implementing the Settlement Agreements and enforcing the Settlement Agreements and this Order, this Court will retain an ongoing supervisory role. The Defendants acknowledge and attorn to the jurisdiction of this Court solely for the purpose of implementing, administering, and enforcing the Settlement Agreements and this Order, and subject to the terms and conditions set out in the Settlement Agreements and this Order.

29. In the event of a conflict between this Order and either Settlement Agreement, this Order shall prevail.
30. Without further order of the Court, the Parties to either Settlement Agreement, the Claims Administrator and/or the Assessor may agree to reasonable extensions of time to carry out any of the provisions of the Settlement Agreement(s). Any reasonable extension of time must be agreed to by all Parties materially affected by the extension.
31. If the Settlement Agreement (Canada) is terminated in accordance with its terms or otherwise fails to take effect for any reason, this Order shall be declared null and void and of no force or effect in respect of Canada, only, with notice to the Class, and the notice to the Class shall be paid for by Canada.
32. If the Settlement Agreement (Saskatchewan) is terminated in accordance with its terms or otherwise fails to take effect for any reason, this Order shall be declared null and void and of no force or effect in respect of Saskatchewan, only, with notice to the Class, and the notice to the Class shall be paid for by Saskatchewan and the Plaintiffs. Saskatchewan's consent to the relief herein is without admission of liability and is not binding on it in any litigation if the Settlement Agreement (Saskatchewan) is not approved by the Court or is terminated.
33. There shall be no costs of this application.

ISSUED at Saskatoon, Saskatchewan, this ____ day of March, 2026.

Court Seal

Local Registrar

1394-5438-3130, v. 7

DRAFT

SCHEDULE D

ÎLE-À-LA-CROSSE SCHOOL CLASS ACTION OPT-OUT FORM

**WARNING: IF YOU SUBMIT THIS FORM, YOU WILL BE REMOVED
FROM THE ÎLE-À-LA-CROSSE SCHOOL CLASS ACTION AND
YOU WILL NOT RECEIVE ANY MONEY FROM THE SETTLEMENTS.**

This document is an ‘Opt-Out Form.’ This document is not a ‘claim form’ to apply for money under the class action settlements with Canada or Saskatchewan.

All the claim forms can be found on this website: [WEBSITE].

If you fill out and submit this Opt-Out Form, you are saying that you do not want to be part of the Class Action, and you will be removed as a class member. **If you opt out, you are therefore no longer part of the Class Action, and you will not receive any money from the class action settlements with Canada or Saskatchewan.**

If you opt out, you may still be able to sue Canada and Saskatchewan on your own for your experiences at the Île-à-la-Crosse School but you should be aware that there are possible limitation periods (legal time limits on when you can sue) that could affect your ability to start your own lawsuit. You should consult with a lawyer before deciding to opt out, if you intend to start your own lawsuit.

Directions for submitting the Opt-Out Form only if you want to be removed from the Class Action

If you want to opt out of this class action (and therefore also to opt out of the settlements), you must fill out and send this Form to the Notice Administrator, [NAME], by **no later than [DATE], 2026**. If your Opt-Out Form is not postmarked (for regular mail), time-stamped (for fax or online submission), or received (for email) by 5:00 pm Saskatchewan time (Central Standard Time), on [DATE], 2026, you will remain part of this class action, and you may be eligible to make a claim for compensation under the Settlement Agreements with Canada and Saskatchewan.

You can submit this form in one of four ways:

1. By completing the form online at: [WEBSITE].
2. By emailing the form to [EMAIL].

(Please fill out the Form and email a scan or pictures of all three pages to the email address)

3. By mailing the form to:

Île-à-la-Crosse School Class Action Opt-Out Forms
[ADDRESS]

4. By faxing the form to: [FAX NUMBER]

Attn: Île-à-la-Crosse School Class Action Opt-Out Forms

The next pages (pages 3, 4 and 5) are the Opt-Out Form.

DRAFT

THE INFORMATION CONTAINED IN THIS FORM WILL BE PROVIDED TO CLASS COUNSEL, CANADA and SASKATCHEWAN, BY THE CLAIMS ADMINISTRATOR.

OPT-OUT FORM

I understand that, by filling out my information and checking the box below, I will **OPT OUT** of the Île-à-la-Crosse School Class Action for former students and their family members.

I understand that by opting out:

- I will not be a Class Member and I will not be eligible to receive money from the court-approved Settlements with Canada and Saskatchewan; and
- That my family members will not be eligible to receive money from the court-approved Settlements with Canada and Saskatchewan directly relating to my attendance at the Île-à-la-Crosse School or any harm that my family members suffered as a result of my attendance at the Île-à-la-Crosse School; and
- I will keep my rights to independently sue Canada and Saskatchewan for any harms I experienced while attending the Île-à-la-Crosse School or because my family member attended the Île-à-la-Crosse School. Class Counsel (the lawyers in the class action) will not be representing me in any such action. If I decide to hire a lawyer to independently sue Canada and/or Saskatchewan, I may have to pay for that lawyer, myself; and
- I understand that there may be limitation periods (legal time limits) that affect my ability to pursue a claim against Saskatchewan or Canada, and I have had an opportunity to obtain legal advice about that risk; and
- I understand that I cannot later change my mind and opt back into the Class Action after I have opted out.

I hereby opt out of the Île-à-la-Crosse School class action.

I understand that by submitting this Form, I will not receive money from the Île-à-la-Crosse School Class Action Settlements with Canada or Saskatchewan.

By signing this Form, I acknowledge that:

1. I have reviewed the Notices of Certification and Settlement Approval, which can be found here: [website],
2. I understand that the Court has approved Settlements with Canada and Saskatchewan in this Class Action, and
3. I am giving up my right to participate in the Settlements with Canada and Saskatchewan.

Date

Name
(Class Member or Estate Representative
or Personal Representative)

Class Member Information:

Last Name	First Name	Middle Initial	Date of Birth (mm/dd/yyyy)
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Street Address

City	Province/Territory	Postal Code
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Phone Number	Email Address
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If you are signing this form on behalf of a deceased Class Member or a Class Member who is a person under disability, please complete the next page.

Estate Representative or Personal Representative

If you are completing this Opt-Out Form for yourself, please do not fill in this section.

If you are completing this Opt-Out Form on behalf of a person under disability or for the Estate of a deceased Class Member, please fill out the section above with the Class Member's information and complete the section below with information about yourself.

Last Name	First Name	Middle Initial	Date of Birth (mm/dd/yyyy)
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Street Address

City	Province/Territory	Postal Code
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Phone Number	Email Address
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Relationship to the Class Member

Please attach a copy of the court order or other documents appointing you as guardian of property or estate administrator and check the box below describing the Class Member's status:

The Class Member is a person under disability
(include a copy of a continuing power of attorney for property, or certificate of statutory guardianship)

The Class Member is deceased

Date of death of the Class Member (if applicable): _____
(mm/dd/yyyy)

You must include a copy of your certificate of appointment as estate executor, administrator, trustee or liquidator, or a copy of the pages of the deceased Class Member's will that appointed you as the estate executor or administrator.