

SASKATCHEWAN COURT OF KING'S BENCH
PROPOSED CLASS PROCEEDING

BETWEEN:

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

Plaintiffs

- and -

THE ATTORNEY GENERAL OF CANADA AND
THE GOVERNMENT OF SASKATCHEWAN

Defendants

SETTLEMENT AGREEMENT (CANADA)

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. On February 26, 2025, the Plaintiffs and the Attorney General of Canada ("Canada") entered into an Agreement in Principle with respect to the settlement of *Gardiner* and *Chartier* as against Canada.
- E. By way of the Order of the Saskatchewan Court of King's Bench dated January 28, 2026, *Gardiner* and *Chartier* 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.
- F. On September 29, 2025, the Plaintiffs entered into an Agreement in Principle with respect to the settlement of the Consolidated Action as against the Province of Saskatchewan ("Saskatchewan").
- G. The Parties intend that the Consolidated Action will be certified as a class proceeding as against Canada 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 Canada 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 Canada and for Court approval of this Agreement will proceed concurrently with the application for certification for settlement purposes as against Saskatchewan and for Court approval of a settlement agreement with Saskatchewan.
- 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 Canada, 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:

“Advisory Committee” means the Advisory Committee as described in the Legacy Fund Distribution Plan attached hereto as Schedule H;

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

“Agreement in Principle” means the Agreement in Principle dated February 26, 2025, attached hereto as Schedule A;

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

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

“Approved Claimant” means a Claimant who has made an Application for an Experience Payment in accordance with this Agreement 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 Saskatchewan;

“Canada” means His Majesty the King in Right of Canada and his servants, agents, officers and employees;

“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;

“Claim Form” means the form that must be submitted by a Claimant to the Claims Administrator by the Experience Payment Claims Deadline to make an Application, in a form to be agreed upon by the Parties in consultation with the Claims Administrator, and subject to approval by the Court;

“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 Application to the Claims Administrator;

“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;

“Claims Process” means the process outlined in this Agreement for the submission, assessment, determination and payment of compensation to Claimants. For greater clarity, the Claims Process includes the Claims Protocol attached hereto in draft form as

Schedule D, the Estate Claims Protocol attached hereto in draft form as Schedule E, and related forms. The Claims Process will be finalized by agreement between the Parties, in consultation with the Claims Administrator. Any substantive changes to the Claims Process will be subject to approval by the Court;

“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, attached hereto as Schedule B;

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

“Estate Claims Protocol” means the protocol for the submission, assessment, determination and payment of Experience Payments in respect of deceased Survivor Class Members;

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

“Experience Payment” means the payment described in section 7.01 below;

“Experience Payment Claims Deadline” means the date which is twelve (12) months after the Implementation Date, or such later date as the Parties agree and the Court permits;

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

“Fee Agreement” means the agreement between Class Counsel and Canada, respecting the legal fees and disbursements to be paid to Class Counsel in relation to the settlement of this Consolidated Action as against Canada;

“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 below;

“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;

“Legacy Fund Distribution Plan” is the plan for the funding of Legacy Projects attached as Schedule H;

“Legacy Projects” means the projects described in the Legacy Fund Distribution Plan;

“Litigation Support Fund” means the fund described in section 8.01 below;

“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 G, 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 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.

“Opt-Out Period” means the ninety (90) day period which commences on the first publication of the Notice of Certification and Settlement Approval;

“Parties” means the signatories to this Agreement, and for greater clarity, the Government of Saskatchewan 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 action against Canada 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 Class Members who have validly opted out of this Settlement within the Opt-Out Period;

“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.; and

“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.

“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 Canada, nor a finding by the Court, of any fact within, or liability by Canada 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 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 Survivor Class Members under this Agreement are inclusive of any prejudgment or post-judgment interest or other amounts that may be claimed by Survivor Class Members against Canada 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 February 26, 2025

Schedule B Consolidation Order, issued January 28, 2026

Schedule C Consolidated Statement of Claim

Schedule D Draft Claims Protocol

Schedule E Draft Estate Claims Protocol

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

Schedule G Opt-Out Form

Schedule H Legacy Fund Distribution Plan

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 Survivor Class Member or Family Class Member ever had, now has, or may hereafter have arising in relation to the Consolidated Action against Canada, 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 Canada 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 Saskatchewan. In the event that the Court does not approve any proposed settlement agreement with Saskatchewan in the Consolidated Action, it will have no effect on the approval or implementation of this Agreement.

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 and Personal Representatives.

1.15 Applicable Law

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

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

Canada will prepare a French translation of this Agreement for use at the Settlement Approval Hearing. As soon as practicable after the execution of this Agreement, Canada will arrange for the preparation of an authoritative French version. The French version shall be of equal weight and force at law.

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 Saskatchewan Court of King's Bench approves this Agreement.

LEGAL FEES AND DISBURSEMENTS AND HONORARIA

3.01 Fee Agreement

All legal fees and disbursements of Class Counsel are the subject of a Fee Agreement, which is subject to review and approval by the Court. Class Counsel will bring a motion to the Court for approval of Class Counsel fees and disbursements.

Court approval of the Fee Agreement is separate and distinct from Court approval of this Agreement. If the Court does not approve the Fee Agreement, in whole or in part, it will have no effect on the approval or implementation of this Agreement.

3.02 Honoraria

All honoraria requested to be paid to current plaintiffs in the Consolidated Action or to members of the Steering Committee will be paid by Canada as part of, and as set out in, the Fee Agreement.

3.03 No Deductions

The Parties agree that it is their intention that all payments to Approved Claimants and to the Legacy Fund under this Agreement are to be made without any deductions on account of legal fees or disbursements, which will be paid by Canada pursuant to the Fee Agreement.

3.04 Individual Legal Fees

Canada will not pay any legal fees or disbursements associated with an Application for an Experience Payment.

No amount, including for legal fees or disbursements, may be charged to Experience Payment Claimants in respect of compensation under this Settlement Agreement or any other advice relating to this Settlement Agreement unless prior Court approval of such amounts has been obtained by motion to the Court and on notice to the Plaintiffs and Canada.

LEGACY FUNDING

4.01 Legacy Fund

Canada agrees to provide the amount of ten million dollars (\$10,000,000.00) to be used to support Legacy Projects for commemoration, wellness, healing, education, and the restoration and preservation of Indigenous languages and culture.

4.02 Transfer of Monies for the Legacy Fund

The monies described in section 4.01 will be paid by Canada to the Île-à-la-Crosse School Settlement Corporation within 30 days of the Implementation Date.

ADMINISTRATION COSTS

5.01 Payment of Administration Costs

Canada will pay five million dollars (\$5,000,000.00) to the Claims Administrator, in trust, for the costs associated with the administration of this Settlement Agreement, inclusive of the costs of fulfilling the Notice Plans and any costs and/or fees for the Claims Administrator's services and claims administration generally.

Amounts for administration of this Settlement Agreement will be paid as incurred through regular billing to Canada by the Claims Administrator. Approval from Canada of this regular billing is required before the Claims Administrator can draw down funds.

Should any portion of the five million dollars allocated to administration costs be unused following the completion of the administration of this Settlement Agreement, the Claims Administrator shall return that portion to Canada.

ÎLE-À-LA-CROSSE SCHOOL SETTLEMENT CORPORATION

6.01 Establishing the Île-à-la-Crosse School Settlement Corporation

As part of the legacy of the Île-à-la-Crosse School, the Parties are committed to implementing a Settlement Agreement that contributes to truth, healing and reconciliation. The Parties agree that these essential objectives will be supported and promoted through the funding of Legacy Projects. To this end, the Île-à-la-Crosse School Settlement Corporation (“Corporation”) will be established under the *Canada Not-for-Profit Corporations Act* prior to the Implementation Date to hold and administer the Legacy Fund for the objective of promoting and funding Legacy Projects that are in the best interests of the Class, including the Family Class Members, and that meet the objectives of the promotion of healing, wellness, language, culture, education, commemoration, and reconciliation. Should the Corporation not be established prior to the Implementation Date, the Parties will continue to work together to establish it as soon as possible.

6.02 Directors

The first Directors of the Corporation will be appointed by the Parties. There will be a maximum of eight (8) Directors, and a minimum of five (5) Directors. Canada will have exclusive authority to appoint one Director to the Corporation upon its establishment. This right shall remain throughout the life of the Corporation so that, at all times, one of the Directors will be appointed by Canada.

6.03 Responsibilities of Directors

The Directors shall manage and/or supervise the management of the activities and affairs of the Corporation that will receive, hold, invest, manage, and disburse the monies described in the Legacy Funding provisions of the Agreement and any other monies transferred to the Corporation under this Agreement.

6.04 Advisory Committee

In carrying out their responsibilities to fund Legacy Projects, the Directors will consider periodic recommendations and advice from the Advisory Committee described in the Legacy Fund Distribution Plan.

6.05 Legacy Project Funding

For greater certainty, it is intended that Survivor Class Members and Family Class Members will be eligible to benefit from the Legacy Projects described in the Legacy Fund Distribution Plan.

COMPENSATION FOR INDIVIDUAL CLAIMANTS

7.01 Experience Payments to Survivor Class Members

Canada will pay a total of twenty-seven million three hundred thirty-five thousand dollars (\$27,335,000.00) to the Claims Administrator for the purpose of paying Experience Payments to Approved Claimants, as described in the Claims Process, within 30 days of the Implementation Date.

These settlement funds, and interest earned, will be held in an interest-bearing account for the benefit of the Class Members by the Claims Administrator, and following the completion of the claims administration process, the interest accrued, if any, will be reassigned to provide additional funding for Legacy Projects in accordance with section 7.02.

The Claims Administrator will pay Experience Payments (as non-pecuniary general damages) to Approved Claimants as follows:

- a) For each Survivor Class Member who attended at the Île-à-la-Crosse School for less than five School Years, the Claims Administrator will pay up to ten thousand dollars (\$10,000.00) to one Approved Claimant;
- b) For each Survivor Class Member who attended at the Île-à-la-Crosse School for five or more School Years, the Claims Administrator will pay up to fifteen thousand (\$15,000.00) to one Approved Claimant;
- c) Attendance for a partial School Year will be treated as one School Year; and

d) Should the total value of approved Experience Payments exceed \$27,335,000.00, the value of each approved Experience Payment shall be reduced *pro rata*.

7.02 Surplus in Individual Compensation Funding

Any amounts paid by Canada to the Claims Administrator pursuant to section 7.01 above, together with all earned interest, that remain with the Claims Administrator after all payments have been made and the Claims Process is completed will be transferred by the Claims Administrator to the Île-à-la-Crosse School Settlement Corporation as additional funding for Legacy Projects.

7.03 Social Benefits

Canada acknowledges that the Experience Payments are in the nature of general damages, and will make best efforts to obtain the agreement of the necessary Departments of the Government of Canada that the receipt of any payments pursuant to this Agreement will not affect the quantity, nature or duration of any social benefits or social assistance benefits payable to a Survivor Class Member pursuant to any Canadian social benefit programs including Old Age Security and Canada Pension Plan.

Canada will make best efforts to obtain the agreement of the necessary Departments of the Provincial and Territorial Governments, save for the Government of Saskatchewan if a settlement with Saskatchewan in the Consolidated Action is approved by the Court, that the receipt of any payments pursuant to this Agreement will not affect the quantity, nature or duration of any social benefits or social assistance benefits payable to a Survivor Class Member pursuant to any Provincial or Territorial social benefit programs.

LITIGATION FUNDING

8.01 Litigation Support Fund

In the event the Court does not approve the proposed settlement agreement with Saskatchewan in the Consolidated Action by the Implementation Date, Canada will pay to Class Counsel the sum of five million dollars (\$5,000,000.00) within 30 days of the Implementation Date for the purpose of continuing or completing the litigation against

Saskatchewan on behalf of the Plaintiffs and Class Members. If the Court approves the settlement with Saskatchewan in the Consolidated Action, the Litigation Support Fund will not be payable.

8.02 Purposes of the Litigation Support Fund

In addition to the payment of Class Counsel's legal fees, this sum can be used to support Class Members' participation in the litigation, including providing assistance for completing Applications, payments of honoraria with respect to any settlement of the Consolidated Action with Canada or with Saskatchewan, holding Class Member information sessions, and for support persons to attend hearings or other litigation steps.

8.03 Use of the Litigation Support Fund

Once the Litigation Support Fund is paid to Class Counsel, Canada will have no further rights or obligations to the Plaintiffs or the Class Members with respect to the Litigation Support Fund. Class Counsel will not be required to submit accounts to Canada or seek Court approval of their legal fees, disbursements, and applicable taxes related to any continuation of, or completion of, the litigation against Saskatchewan.

Canada does not retain the right to challenge Class Counsel's litigation decisions or to challenge the reasonableness of any fee or disbursement charged by Class Counsel.

8.04 Reversion

If the entire Litigation Support Fund is not expended before the completion of a final resolution with Saskatchewan in the Consolidated Action, then Class Counsel will return any remaining amounts to Canada.

IMPLEMENTATION OF THIS AGREEMENT

9.01 The Consolidated Action

The Consolidated Statement of Claim is attached as Schedule C.

9.02 Certification and Settlement Approval Order

The Parties agree that Canada 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 Saskatchewan Court of King's Bench substantially in the form of the Draft Certification and Settlement Approval Order attached as Schedule F, 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 Canada 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.

9.03 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 Saskatchewan Court of King's Bench whereby Survivor Class Members and Family Class Members will be provided with notice of the Certification and Settlement Approval Order and the Claims Process.

9.04 Funding of the Notice Plans

Canada agrees to fund the administration of both the Notice Plans as part of its contribution to administration costs referred to in section 5.01 above.

The costs of the dissemination of the Notice of Hearing for Settlement Approval will be paid by Canada when those costs are incurred and billed to Canada by the Claims Administrator, notwithstanding that this Agreement has not yet been approved by the Court. These costs will be payable by Canada irrespective of whether this Agreement is

approved by the Court. If this Agreement is approved by the Court, then these costs will be deducted from the five million dollars allocated to administration costs.

OPTING OUT

10.01 Right to Opt Out

Survivor Class Members and Family 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 G, and sending the Opt-Out Form to the Claims Administrator before the end of the Opt-Out Period.

10.02 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

11.01 Compensation if Deceased

If an 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 Estate Claims Protocol attached in draft form as Schedule E, as if the Survivor Class Member had not died.

Survivor Class Member Claimants shall be asked on the Claim Form to identify their prospective Estate Representative if they do not have a valid will. If an Approved Survivor Class Member Claimant dies prior to their receipt of compensation, the Survivor Class Member's identified Estate Representative shall be paid the compensation to which the deceased Survivor Class Member would have been entitled under the draft Estate Claims Protocol attached as Schedule E, as if the Survivor Class Member had not died. The Application shall not enter the Estate Claims Protocol.

If an Approved Survivor Class Member Claimant dies prior to their receipt of compensation, and has identified a prospective Estate Representative on their Claim Form, but does have a valid will at the time of their death, the identification on the Claim Form shall be of no force and effect, and the terms of the Estate Claims Protocol will prevail.

11.02 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 Protocol attached in draft form as Schedule D.

11.03 Canada, Claims Administrator, and Class Counsel Held Harmless

Canada, the Claims Administrator, and Class Counsel shall be held harmless from any and all claims, counterclaims, suits, actions, causes of action, demands, damages, penalties, injuries, setoffs, judgments, debts, costs, expenses (including without limitation legal fees and expenses) or other liabilities of every character whatsoever by reason of or resulting from a payment or non-payment to a Personal Representative or Estate Representative pursuant to this Agreement.

CLAIMS PROCESS

12.01 Claims Process

The Claims Administrator will pay an Experience Payment to a Claimant, provided that:

- a) the Application is submitted to the Claims Administrator in accordance with the provisions of this Agreement;
- b) the Application is received by the Claims Administrator on or prior to the Experience Payment Claims Deadline or is otherwise deemed admissible pursuant to the Claims Process;
- c) the Survivor Class Member was alive on December 9, 2003; and
- d) an Experience Payment has been approved in accordance with this Agreement including the Claims Process.

All Claimants must complete an Application to be considered for an Experience Payment under this Agreement.

12.02 Experience Payments to Survivor Class Members

Experience Payments will only be paid to Survivor Class Members or their Personal Representatives or Estate Representatives (as applicable) whose Applications have been deemed eligible for compensation in accordance with the Claims Process, attached in draft form as Schedule D.

12.03 Principles Governing Claims Administration

The Claims Process is intended to be expeditious, cost-effective, user-friendly, accessible, trauma-informed, and culturally sensitive. The Claims Administrator will identify a per-Application processing service time standard for determining the eligibility of a claim for compensation by the Implementation Date, and implement that standard.

The intent of the Claims Process is to minimize the burden on the Claimants in applying for Experience Payments 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 Application to be revised or supplemented, before or after the Experience Payment Claims Deadline, as set out in the Claims Process.

In considering an 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.

12.04 Finality of Decisions

A final decision of the Claims Administrator in respect of a completed Application under this Settlement for an Experience Payment is final and binding upon the Claimant without any recourse or appeal.

In accordance with the Claims Protocol, if the Claims Administrator determines that it has insufficient information to confirm whether a Claimant is a Survivor Class Member, the Claims Administrator shall request additional information from the Claimant, and shall not dismiss an Application without providing the Claimant with additional time to provide additional information or documentation to the Claims Administrator to verify that they are a Survivor Class Member, as set out in the Claims Protocol.

THE CLAIMS ADMINISTRATOR

13.01 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 Applications in accordance with this Agreement;
- b) installing and implementing systems and procedures for making Experience 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 relevant to this Settlement Agreement. Separate accounts and reports will be kept for any other settlement in the Consolidated Action;

- e) reporting to the Parties on regular basis respecting Applications received and determined;
- f) responding to enquiries respecting 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 Applications and making decisions in respect of 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.

13.02 Appointment of the Claims Administrator

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

13.03 Costs of Claims Process

The costs of the Claims Process for making Experience Payments, including 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 this Settlement Agreement, referred to in section 5.01 above.

Canada shall not pay any costs associated with making any payments to Claimants or Class Members beyond those provided for within this Agreement. For greater clarity, Canada shall not pay any costs associated with making any payments provided for in any settlement between the Plaintiffs and Saskatchewan.

RELEASES

14.01 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 and Estate Representatives (hereinafter “Survivor Class Releasors”) has fully, finally and forever released Canada, her 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, 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*), 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.

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 Canada 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 so as to exclude Canada's proportionate share of responsibility.

Upon a final determination of an Application 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 Canada, 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.

14.02 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 Canada, her 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, 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*), 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.

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 Canada 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 so as to exclude Canada's proportionate share of responsibility.

14.03 Deemed Consideration by Canada

Canada'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, 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 Canada.

TERMINATION AND OTHER CONDITIONS

15.01 Termination of Agreement

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

15.02 Amendments

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

Except for non-substantive amendments or as expressly provided in this Agreement, 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.

15.03 No Assignment

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

Payment will be made to each Approved Claimant by direct deposit or by cheque mailed to their elected address. Where the Approved Claimant is deceased or is a Person Under Disability, payment will be made to their Estate Representative or Personal Representative for the benefit of the Approved Claimant or their Estate by direct deposit or by cheque mailed to their elected address.

CONFIDENTIALITY & RECORDS

16.01 Confidentiality

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.

16.02 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.

16.03 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

17.01 Cooperation with Canada

Upon execution of this Agreement, the Plaintiffs and Class Counsel will cooperate with Canada 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.

17.02 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
28 day of January, 2026.



For the Plaintiffs
Sotos LLP

Margaret L. W



For the Plaintiffs
Goldblatt Partners LLP



For the Plaintiffs
Merchant Law Group LLP

NadeauBeaulieu,
Manon

Digitally signed by
NadeauBeaulieu, Manon
Date: 2026.01.28 14:21:25 -05'00'

Manon Nadeau-Beaulieu, CPA

Sous-Ministre adjointe et Dirigeante principale des finances
Assistant Deputy Minister and Chief Financial Officer
Relations Couronne-Autochtones et Affaires du Nord Canada
Crown-Indigenous Relations and Northern Affairs Canada

SCHEDULE A

AGREEMENT IN PRINCIPLE

Entered on February NTD, 2025

BETWEEN:

LOUIS GARDINER, MARGARET AUBICHON, MELVINA AUBICHON,
EMILE JANVIER, DUANE FAVEL, 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.

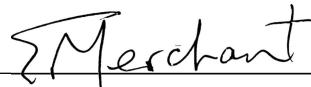
Signed this 26th day of February, 2025



Margaret L. Waddel

Sotos LLP

Lawyers for the Gardiner Plaintiffs



Evatt Merchant

Merchant Law Group LLP

Lawyers for David Chartier



David Culleton

Attorney General of Canada

SCHEDULE B

Form 10-3 (Rule 10-3)

COURT FILE
NUMBER K.B.G. 2036 of 2005

COURT OF KING'S BENCH FOR SASKATCHEWAN

JUDICIAL CENTRE REGINA

PLAINTIFF
(APPLICANT) DAVID CHARTIER as a representative on behalf of all Indian, non-status Indians, and Metis individuals and persons who attended Ile a la Crosse, including but not limited to all clients of the proposed Class Counsel

DEFENDANTS
(RESPONDENTS) Attorney General of Canada and the Government of Saskatchewan

NON-PARTY
APPLICANTS Louis Gardiner, Margaret Aubichon, Melvina Aubichon, Emile Janvier, Duane Favel, and Donna Janvier, Plaintiffs in K.B.G. 1263-2022

Brought under *The Class Actions Act*

ORDER (Consolidation)

Before the Honourable Wempe J. in chambers the 27th day of March, 2025.

On the application of the plaintiff and the non-party applicants, filed, and on being advised that the Defendants take no position on this application:

The Court orders that:

1. The interlocutory stay of this action, as ordered by the Order of Justice Keene issued November 20, 2024, is lifted for the sole purpose of effecting the below-described consolidation;
2. The actions titled *David Chartier v. Attorney General of Canada and the Government of Saskatchewan*, Court File No. K.B.G. 2035 of 2005, and *Louis Gardiner et al. v. The Attorney General of Canada and His Majesty the King in Right of the Province of Saskatchewan*, Court File No. K.B.G. 1263-2022, shall be and are hereby consolidated;

3. The consolidated action shall be titled *Louis Gardiner, Margaret Aubichon, Melvina Aubichon, Emile Janvier, Duane Favel and Donna Janvier v. The Attorney General of Canada and the Government of Saskatchewan*;
4. The date of issuance of the consolidated action shall be deemed to be December 9, 2005, and its court file number shall be K.B.G. 2035 of 2005;
5. The plaintiffs in the consolidated action are granted leave to file a Consolidated Statement of Claim in the form attached hereto as Schedule "A";
6. This order is made without prejudice to any rights that the defendants may have had, prior to consolidation, to challenge the validity of the pleadings or proceedings, or to raise any arguments at certification or in defence of the consolidated action, that would otherwise have been available to them, but for the consolidation of the actions and the consequential amendments to the Consolidated Statement of Claim; and
7. There shall be no costs of this application.

ISSUED at Saskatoon, Saskatchewan, this ^{28th}~~27th~~ day of ^{January 2026}~~March, 2025~~.



M. RAILTON
DEPUTY LOCAL REGISTRAR (Seal)

 D (Local Registrar)

SCHEDULE "A"

COURT FILE
NUMBER K.B.G. 2036 of 2005
COURT OF KING'S BENCH FOR SASKATCHEWAN

JUDICIAL CENTRE Saskatoon

PLAINTIFF(S) Louis Gardiner, Margaret Aubichon, Melvina Aubichon,
Emile Janvier, Duane Favel, and Donna Janvier

DEFENDANT(S) The Attorney General of Canada and the Government of
Saskatchewan

Brought under *The Class Actions Act*, S.S. 2001, c. C-12.01

NOTICE TO DEFENDANTS

1. The plaintiffs may enter judgment in accordance with this Statement of Claim or the judgment that may be granted pursuant to *The King's Bench Rules* unless, in accordance with paragraph 2, you:

(a) serve a Statement of Defence on the plaintiffs; and

(b) file a copy of it in the office of the local registrar of the Court for the judicial centre named above.

2. The Statement of Defence must be served and filed within the following period of days after you are served with the Statement of Claim (excluding the day of service):

(a) 20 days if you were served in Saskatchewan;

(b) 30 days if you were served elsewhere in Canada or in the United States of America;

(c) 40 days if you were served outside Canada and the United States of America.

3. In many cases a defendant may have the trial of the action held at a judicial centre other than the one at which the Statement of Claim is issued. Every defendant should consult a lawyer as to his or her rights.

4. This Statement of Claim is to be served within 6 months from the date on which it is issued.

5. This Consolidated Statement of Claim is issued at the above-named judicial centre on the 9th day of December, 2005.

Local Registrar

CONSOLIDATED STATEMENT OF CLAIM

THE PARTIES

The plaintiffs

1. The plaintiffs bring this action on their own behalf and on behalf of the following classes of people:

- a. any person who was alive on December 9, 2003 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
- b. 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”).

2. The plaintiff, Louis Gardiner, is a resident of Île-à-la-Crosse, Saskatchewan. Louis was raised for the first years of his life in a rural area outside of Île-à-la-Crosse. His family spoke Michif at home, and he was taught traditional Métis cultural practices.

3. Louis attended the Île-à-la-Crosse residential school (the “Île-à-la-Crosse School” or the “School”) from 1961 to 1969, and is a member of the proposed Survivor Class. While he attended the Île-à-la-Crosse School, Louis endured psychological, physical and sexual abuse from the School staff, including psychologically and physically abusive discipline for speaking Michif. Louis was ultimately expelled from the Île-à-la-Crosse School after fighting back against the physically abusive discipline inflicted by the School staff.

4. The plaintiff, Margaret Aubichon, is a resident of Patuanak, Saskatchewan. She grew up in an isolated rural community near Dipper Lake in Northern Saskatchewan. Margaret was raised in a traditional Métis lifestyle by her grandparents, and spoke Dene as a child.

5. Margaret attended the Île-à-la-Crosse School from in or around 1955 to 1962, and is a member of the proposed Survivor Class. While she attended the Île-à-la-Crosse School, Margaret endured psychological, physical and sexual abuse from the School staff including denigration of her heritage, culture and ethnicity. The abusive conduct of the School staff caused Margaret to feel ashamed of herself and of being a Métis person.

6. The plaintiff, Emile Janvier, is a resident of La Loche, Saskatchewan, where he was born and raised. Emile's family spoke only Dene, but he and his siblings were coerced to attend the Île-à-la-Crosse School approximately 160 kilometres away. A priest from the Roman Catholic Mission in Île-à-la-Crosse informed Emile's parents that the police would come to take the children away by force if they did not send the children to the School.

7. Emile attended the Île-à-la-Crosse School from 1954 to 1964, and is a member of the proposed Survivor Class. While he attended the Île-à-la-Crosse School, Emile endured psychological and physical abuse from the School staff. He remembers his time at the School as being in a constant state of apprehension and fear, where he was malnourished, uncared-for, and made to feel like his Métis language and culture were meaningless.

8. The plaintiff, Melvina Aubichon, is a resident of Prince Albert, Saskatchewan. Melvina's family is from English River First Nation in Northern Saskatchewan. She and her five siblings grew up speaking Dene, and learning traditional ways from their parents, including hunting, fishing and trapping.

9. Melvina attended the Île-à-la-Crosse School from in or around 1967 to in or around 1972, and is a member of the proposed Survivor Class. While she attended the Île-à-la-Crosse School, Melvina endured psychological and physical abuse from the School staff. In her experience, the School staff treated the Aboriginal students as subhuman. By characterizing the students as an inferior race, the School staff justified their violent behaviour towards the students, and the unhealthy living conditions in the dormitories.

10. The plaintiff, Duane Favel, is a resident of Île-à-la-Crosse, Saskatchewan. His father, Jim Favel, attended the Île-à-la-Crosse School for approximately four school years in the late 1940s and early 1950s, and therefore Duane is a member of the Family Class.

11. The plaintiff, Donna Janvier, is a resident of St. George's Hill, Saskatchewan. Her parents, Patrick Desjarlais and Aldina Desjarlais, both attended the Île-à-la-Crosse School in the 1940s, and therefore Ms. Janvier is a member of the Family Class.

The Defendants

12. The Attorney General of Canada is the legal entity liable for torts committed by agents and servants of His Majesty the King in Right of Canada ("Canada") pursuant to s. 3 of the *Crown Liability and Proceedings Act*, R.S.C. 1985, c. C-50, and equivalent provisions of predecessor legislation.

13. At all material times, Canada was, or ought to have been, responsible for the operation, maintenance, funding, oversight, support and management of the Île-à-la-Crosse School.

14. In 2021, Canada affirmed the *United Nations Declaration on the Rights of Indigenous Peoples*, G.A. Res. 61/295, U.N. Doc. A/RES/61/295 (Sept. 13, 2007), 46 I.L.M. 1013 (2007) ("UNDRIP") as part of Canadian law and committed to implementing the UNDRIP by passing into law the *United Nations Declaration on the Rights of Indigenous Peoples Act*, S.C. 2021, c.

14. The legislation echoes Article 43 of the UNDRIP in its preamble, stating that the rights and principles affirmed in the UNDRIP constitute “minimum standards” for the survival, dignity and well-being of Aboriginal peoples of the world, and must be implemented in Canada.

15. The defendant Government of Saskatchewan (“Saskatchewan”) is liable for torts committed by its agents and servants pursuant to s. 5(1) of *The Proceedings Against the Crown Act, 2019*, S.S. 2019, c. P-27.01, and equivalent provisions of predecessor legislation.

16. As described below, at various times, Saskatchewan, solely or jointly together with Canada, contributed to the operation, maintenance, funding, oversight, support and management of the Île-à-la-Crosse School.

STATEMENT OF FACTS

The residential schools system and Canada’s residential schools policy

17. Residential schools were boarding schools established in Canada in the 19th century ostensibly for the education of Aboriginal children. Children resided at the schools all year, or for significant periods of the year.

18. Commencing in the early 20th century, Canada began entering into formal agreements with various Christian religious organizations (the “Churches”) for the operation of residential schools. Pursuant to these agreements, Canada controlled, regulated, supervised and directed the operation of residential schools, while the Churches assumed responsibility for the day-to-day operation of many of the residential schools, for which Canada paid the Churches a *per capita* grant.

19. As of 1920, Canada’s residential schools policy included compulsory attendance at residential schools for all Aboriginal children aged 7 to 15, meaning that Canada removed most Aboriginal children from their homes and communities and transported them to residential schools.

Failure to attend could result in fines or imprisonment of both parent and child, strictly enforced by use of truant officers.

20. The purpose of Canada's residential schools policy was the complete integration and assimilation of Aboriginal children into Euro-Canadian culture and society. To achieve this purpose, the residential schools policy was designed to eradicate traditional Aboriginal language, culture, religion and way of life, including by applying rigid discipline.

21. Having been stripped of their culture, language and identity, as well as their connections with their families, communities and traditional lands, residential school survivors thereby lost their ability to pass on their spiritual, cultural and linguistic heritage to succeeding generations. In other words, as a result of the success of the residential schools policy, Canada eroded the foundations of identity for generations of Aboriginal children, families, and communities.

22. In addition to loss of their Aboriginal identity and culture, students who attended residential schools were subjected to systematic child abuse, neglect, and maltreatment. They often endured psychological, physical and/or sexual abuse at the hands of teachers, administrators and other employees of these schools. That was the experience of the Survivor Class Members.

Education of Métis children

23. Canada historically viewed Métis people as "half-breeds" because of their mixed ancestry. Especially following the North-West Resistance in 1885 and the Red River Resistance of 1869-70, the Métis were considered by Canada, Saskatchewan and the Churches alike as a particularly rebellious and dangerous people in need of being "civilized" and assimilated.

24. In 1876, Bishop Vital-Justice Grandin, now known as a key architect of Canada's residential school system, wrote to the federal Department of Indian Affairs, requesting funding

for more “Indian Schools” in part due to the importance of instilling in Métis children “pronounced distastes for native life so that they will be humiliated when reminded of their origin”.

25. Unlike with First Nations and Inuit children, however, Canada refused to acknowledge its constitutional duties to Métis children as Aboriginal children. When then-Prime Minister Sir John A. Macdonald authorized the official creation of a federally funded residential schools system in 1883, Canada took the position that the provinces should be responsible for educating and assimilating Métis children and that Métis children therefore should not attend federally funded residential schools.

26. The provinces, including Saskatchewan, were reluctant to commit the funding and other resources necessary to educate Métis children. The Churches, by contrast, were eager to take on the task of assimilating Métis children alongside other Aboriginal children. As a result, and despite Canada’s official position that Métis children should attend only provincially funded schools, Métis children nevertheless often attended federally funded residential schools as a result of the Churches’ admissions policies. Since detailed attendance records were kept in support of the Churches’ requests for funding, these attendances occurred with Canada’s knowledge.

27. In addition to condoning—and funding—the attendance of Métis children at federally funded residential schools, Canada also provided funding and support to provincially operated residential schools which had Métis children in attendance.

28. Thus, in Saskatchewan from the 19th century until the 1940s, Métis education was funded by both Canada and the province through a combination of federally and provincially operated institutions. In the 1940s, Saskatchewan assumed full operational responsibility for educating Métis children within the province, but federal funding continued for some schools, including the Île-à-la-Crosse School, as described below.

29. Canada funded the operations of the Île-à-la-Crosse School because it was furthering Canada's objective of cultural repression and assimilation of the Aboriginal children who were coerced and compelled to attend.

30. Like Canada, Saskatchewan also engaged in coercive practices to ensure that Métis parents sent their children to residential schools rather than educating them within their communities or at public schools. For example, in 1945, Saskatchewan instituted a provision making receipt of family allowances contingent upon school attendance. Because of the high rates of poverty and unemployment in Métis communities, this threat of withholding social assistance was highly effective at compelling Métis children's attendance at government schools, including residential schools like the Île-à-la-Crosse School.

History of the Île-à-la-Crosse School

31. The Île-à-la-Crosse School was one of the oldest residential schools in Canada. It was located in the village of Île-à-la-Crosse, Saskatchewan, which was formerly a Métis settlement called Sakitawak, and now falls within Treaty Ten territory.

32. Sakitawak is a Cree name meaning "big opening where the waters meet", reflecting that Île-à-la-Crosse occupies a central location amidst the surrounding network of lakes and rivers. Because of this, and because Sakitawak was situated near the border between the Cree and Dene people, the settlement was a natural meeting place for people in what is now Northern Saskatchewan. When European settlers arrived in Northern Saskatchewan, they built numerous trading posts near Sakitawak and established Île-à-la-Crosse as a central place to organize trading throughout the Northern Prairies.

33. The initial iteration of the School was a day school opened by the Oblates' Roman Catholic Mission in 1847.

34. Concerned with low attendance rates, the Oblates sought the assistance of the Sisters of Charity. In 1860, the Sisters of Charity, also known as the Grey Nuns, arrived at Île-à-la-Crosse and transformed the School into a boarding/residential school. Nine girls and six boys comprised the first class of resident students.

35. In 1874, a new school building was built on the site and the School became known as Notre-Dame-du-Sacré-Coeur.

36. The Île-à-la-Crosse School received federal funding in 1875 and 1876, but was denied further federal funding since it lay outside of Treaty Six territory, and Treaty Ten had not yet been signed. Nevertheless, in 1880, then-Prime Minister John A. Macdonald described the Île-à-la-Crosse School as one of four federal “Indian schools” setting the standard for other educational facilities.

37. In 1901, the Mission grounds were flooded and by 1905, the poor living conditions led the Grey Nuns to leave the Île-à-la-Crosse School. The school was relocated in 1906 to the nearby community of Lac la Plonge, where it was known as Beauval or St. Bruno’s. Beauval eventually became a formally recognized Indian Residential School and its students were included in the Indian Residential Schools Settlement Agreement (as described below).

38. In 1917, the Grey Nuns returned to Île-à-la-Crosse and Father Marius Rossignol reopened the Île-à-la-Crosse School, now renamed the School of the Holy Family.

39. Because the Mission managed the day-to-day operations of both the Beauval school and the Île-à-la-Crosse School, the two schools quickly became companion institutions. The Mission took in Aboriginal students from across Northern Saskatchewan, then sent the First Nations students to Beauval and the Métis students to the Île-à-la-Crosse School. Because this system was

never strictly enforced, however, a significant number of Métis students attended Beauval, and a significant number of First Nations students attended the Île-à-la-Crosse School.

40. Over the years, students from many communities across Northern Saskatchewan attended the School, including: Clear Lake, Old Lady's Point, Buckley's Point, Dore Lake, Sled Lake, Green Lake, Jans Bay, Cole Bay, Beauval, Patuanak, Pine House Lake, Sapwagamik, Canoe River, Buffalo Narrows, St. Georges Hill, Michel Village, Turner Lake, Bear Creek, Black Point, Descharm Lake, Garson Lake and La Loche. Students from Île-à-la-Crosse usually attended the School as day students (also known as "day schoolers") while students from these neighbouring communities usually attended as resident students.

41. Between 1917 and 1945, the Grey Nuns and the Mission carried out the day-to-day operations of the Île-à-la-Crosse School, while Canada provided funds for the School's operations.

42. The Mission also continued to operate Beauval during this time period, and frequently shared federally funded resources between Beauval and the Île-à-la-Crosse School, including supplies and staff who travelled back and forth between the two schools.

43. In 1920, a fire destroyed the Île-à-la-Crosse School, and it reopened in 1921. The School grew after this time and, by 1929, there were over 42 resident students.

44. Also in 1920, the *Indian Act* was amended to make it mandatory for every "Indian" (First Nations) child between the ages of seven and sixteen to attend a residential school. Consequences for failing to comply included fines and forcible removal of children from their homes. Members of the Royal Canadian Mounted Police acted as truant officers, who searched for and apprehended students who attempted to avoid attendance.

45. The Mission staff (who also managed the operation of the Beauval school for First Nations students) and Île-à-la-Crosse School administrators and staff (who were often also Beauval

administrators and staff) treated the two schools interchangeably for purposes of compelling mandatory attendance. Although the *Indian Act* did not apply to Métis people, the Mission and School staff nevertheless informed nearby families and communities that it was mandatory for Métis children to attend the Île-à-la-Crosse School, and threatened forcible removal of their children if they did not comply. RCMP members acting as truant officers were dispatched by the Mission to search for and apprehend students, regardless of whether they attended Beauval or the Île-à-la-Crosse School, and regardless of whether they were Métis or First Nations.

46. Many families of School students from other communities moved to Île-à-la-Crosse so that they would not be separated from their children, and were thus forced to give up their traditional land base and land-based teachings, often losing their economic viability and self-sufficiency.

47. In 1930, the Saskatchewan Department of Education began providing grants to the School for board and tuition of students and teacher salaries.

48. The School closed in 1933 due to lack of government funding, but reopened in 1935. By 1939, the School comprised two classes. There were 45 resident students and a few day students from the settlement. A third class was added in 1942.

49. In 1945, the Saskatchewan Department of Education officially assumed the administration of the Île-à-la-Crosse School and began renting the classrooms from the Mission. The Mission continued to manage the dormitories, and received a provincial government allowance at a rate of 60 cents per day for each child it housed.

50. In 1947, 168 students attended the school and 124 of these were resident students.

51. In 1951, 191 students attended the school and 120 of these were resident students.

52. In 1959, another new school building was built that accommodated 231 students, of whom 113 were resident students.

53. In 1964, the boys' dormitory burned down and had to be rebuilt. At that time, there were 331 students at the School, about 100 of whom were resident students.

54. The Île-à-la-Crosse School caught fire again in 1972 and was shut down. Although the building was rebuilt in 1976, the Saskatchewan Department of Education transferred the administration of the school to a locally run school board that year, and the residential school closed its doors.

55. In total, approximately 1,500 Aboriginal students attended the Île-à-la-Crosse School between 1860 and 1972.

Conditions at the Île-à-la-Crosse School

56. While at the Île-à-la-Crosse School, the Survivor Class Members were forcibly confined and deprived of their heritage, their support networks and their way of life, forced to adopt a foreign language and culture, and punished severely for non-compliance. They were not allowed to speak their Aboriginal languages or practice their culture. They were taught instead to be ashamed of their Aboriginal languages, culture, spirituality and practices, with the ultimate purpose of supplanting their Aboriginal identity and instead imposing the Euro-Canadian identity upon them.

57. In particular, the Île-à-la-Crosse School administrators, staff and other employees:

- a. forcibly separated and isolated the Survivor Class Members from their families and communities;
- b. prevented the Survivor Class Members from speaking with or seeing their families;
- c. prevented the Survivor Class Members from engaging in traditional cultural or religious activities;

- d. punished the Survivor Class Members with psychological and/or physical abuse when they engaged in traditional cultural or religious activities;
- e. prevented the Survivor Class Members from speaking their Aboriginal languages;
- f. punished the Survivor Class Members with psychological and/or physical abuse when they spoke their Aboriginal languages;
- g. disrespected and disparaged Aboriginal religion, culture and language in front of Survivor Class Members;
- h. referred to Survivor Class Members as “savages”, “heathens”, “half-breeds”, and other similar racial epithets; and
- i. taught the Survivor Class Members that their traditional heritage, ancestry, languages, culture and spirituality were wrong, and should not be followed or recognized, and instilled shame in the Survivor Class Members for these fundamental aspects of their personhood.

58. In all cases, Survivor Class Members were psychologically abused by School administrators, staff, and/or other employees. In many cases Survivor Class Members were also physically and/or sexually abused by School administrators, staff, and/or other employees.

59. The education provided by the School to the Survivor Class Members was inadequate and fell below the provincial standards of education provided at public schools.

60. The Survivor Class Members who attended as resident students also endured many other forms of mistreatment. They received substandard care and endured poor living conditions, including inadequate resources such as clothing and food, leading to malnourishment, as well as other illnesses and injuries.

Reconciling with the legacy of residential schools

61. On January 7, 1998, Canada issued a Statement of Reconciliation acknowledging and apologizing for the failures of the residential schools system. It admitted that its residential schools policy was designed to assimilate Aboriginal persons and that it was wrong to pursue that goal. Canada also admitted that the residential schools system did, in fact, lead to a weakening of Aboriginal identity and a suppression of Aboriginal culture and values.

62. The Statement of Reconciliation by Canada is an admission by Canada of the facts and duties set out therein and is relevant to the plaintiffs' claim for damages, including, without limitation, punitive damages.

63. In March 2007, the Indian Residential School Settlement Agreement ("IRSSA") was granted court approval. The IRSSA, which resolved a number of lawsuits that had been commenced across Canada, provided benefits (including compensation, commemoration activities, and healing supports) to survivors of certain federally funded residential schools which were recognized as "Indian Residential Schools".

64. Despite having received funding from Canada numerous times, Île-à-la-Crosse School was not recognized as an Indian Residential School, and the Survivor Class Members were not class members under the IRSSA.

65. On June 11, 2008, then-Prime Minister Stephen Harper delivered an apology on behalf of Canada for the harm done specifically by Indian Residential Schools. In it, he acknowledged that the primary objectives of the residential schools system were to remove children from the influence of their homes, families, traditions and cultures and to assimilate them into the dominant culture, and that Canada built an educational system that deprived Aboriginal children of the care and

nurturing of their families and communities. This apology did not include an apology to the Survivor Class.

66. Like the survivors of the formally recognized Indian Residential Schools, the Survivor Class Members were separated from their families at Île-à-la-Crosse School, isolated and deprived of their Aboriginal heritage, their support networks and their way of life, and endured maltreatment and abuse.

67. Unlike the survivors of the formally recognized Indian Residential Schools, however, the Survivor Class Members have received no recognition, compensation or apology from those responsible for their experiences at the Île-à-la-Crosse School, including from the defendants.

68. Despite acknowledging the extraordinary wrong of the residential schools system through public statements, the IRSSA, and other lawsuit settlements subsequent to the IRSSA, Canada has continued to exclude many members of Aboriginal communities in Canada, including the Survivor Class Members, from receiving any measure of justice or reconciliation.

69. The Truth and Reconciliation Commission of Canada (“TRCC”) was established as part of the IRSSA. On December 15, 2015, the TRCC released its Final Report listing 94 “Calls to Action” to redress the legacy of Indian Residential Schools and to advance the process of reconciliation between Canada and Aboriginal peoples. TRCC Call to Action #29 specifically urges Canada to work with survivors excluded from the IRSSA to resolve their claims expeditiously.

70. Canada has committed to fully implementing the TRCC calls to action to support the healing journey of residential school survivors, their families and communities, including as recently as July 25, 2022, in a statement from Prime Minister Justin Trudeau. That statement, made in recognition of Pope Francis’ personal apology to residential school survivors—including the Survivor Class Members—explicitly acknowledged the courage, advocacy, and perseverance of

Métis survivors. Yet, to date, Canada has not provided any compensation to the Class for the harms that they suffered at Île-à-la-Crosse School.

LEGAL BASIS

71. As Aboriginal persons and children under their control and care, the plaintiffs and the Class Members were owed the highest fiduciary, constitutional and common law duties by the defendants. In all of their dealings with the plaintiffs and the Class Members, the defendants had the obligation of upholding the Honour of the Crown.

72. At all material times, the defendants owed the plaintiffs and the Class Members a special duty of care, good faith, honesty and loyalty, pursuant to their constitutional obligations and the Crown's duty to act in the best interests of Aboriginal people, and especially vulnerable Aboriginal children.

73. The defendants' participation in, or neglect in respect of the operation and maintenance of the Île-à-la-Crosse School was in breach of their fiduciary and other equitable obligations owed to the plaintiffs and Class Members, as well as a breach of the defendants' constitutional and common law duties owed to the plaintiffs and the Class.

Canada's breach of its fiduciary, statutory and common law duties

74. At all material times, Canada possessed exclusive legislative and executive responsibility over Aboriginal persons in Canada, including the Survivor Class Members. As "Indians" for purposes of s. 91(24) of the *Constitution Act, 1867* and Aboriginal persons for purposes of s. 35 of the *Constitution Act, 1982*, the Survivor Class Members were all subjects of federal jurisdiction and responsibility.

75. The nature of Canada's relationship with Aboriginal persons gives rise to a fiduciary duty and a common law duty of care to preserve, protect and promote the welfare and education of Aboriginal children.

76. In particular, since Canada's fiduciary responsibility to Aboriginal people, including the welfare and education of Aboriginal children, is, and was, categorical in nature, Canada was prohibited from attempting to cede or delegate such duties to any other entity, including to Saskatchewan, or to the Churches.

77. Canada was therefore vested with legal control of the Île-à-la-Crosse School for the duration of its existence, with attendant responsibilities relating to funding, auditing, visitation, oversight, decision-making and monitoring of the School to ensure that it was operated at all times in the best interests of the students.

78. Accordingly, while the Île-à-la-Crosse School operated, Canada was responsible for:

- a. the promotion of the health, safety and well-being of the students at Île-à-la-Crosse School, including the Survivor Class Members;
- b. the decisions made, procedures and regulations promulgated, operations and actions taken by the Department of Indigenous and Northern Affairs Canada ("INAC") and its predecessors, as well as its employees, servants, officers and agents, with regard to the residential schools system and the education of First Nations and Métis children, including at the Île-à-la-Crosse School;
- c. the construction, operation, maintenance, ownership, financing, administration, supervision, inspection and auditing of the Île-à-la-Crosse School and for the creation, design and implementation of the program of education for its Aboriginal students;

- d. the selection, control, training, supervision and regulation of the designated operators of the Île-à-la-Crosse School and their employees, servants, officers and agents;
- e. the care and supervision of the students at Île-à-la-Crosse School, including the Survivor Class Members, and for the supply of all the necessities of life to the students, including the Survivor Class Members, *in loco parentis*;
- f. the provision of educational services and opportunities to the students at Île-à-la-Crosse School, including the Survivor Class Members; and
- g. preserving, promoting, maintaining and not interfering with the rights of the students at Île-à-la-Crosse School, particularly the Survivor Class Members' Aboriginal rights, including the rights to learn, retain and practice their Aboriginal culture, spirituality, language and traditions.

79. The Survivor Class Members were systematically deprived of the essential components of a healthy childhood. They were subjected to abuse by those who were responsible for their well-being. The conditions and abuses at the Île-à-la-Crosse School were well-known to Canada, but it took no steps to prevent the abuse or to ensure the safety and well-being of the children in its care.

80. Canada breached its fiduciary duty and common law duty of care to the Survivor Class by failing to meet its responsibilities to the students in a meaningful or effective way.

81. In particular, Canada:

- a. through its residential schools policy, undertook a systemic program of forced integration of Aboriginal children, including at the Île-à-la-Crosse School, when it knew or ought to have known that doing so would cause profound and permanent cultural, psychological, emotional and physical injury;

- b. failed to properly select, supervise, evaluate, monitor or control the organizations and individuals to which it delegated the day-to-day operations of the Île-à-la-Crosse School;
- c. failed to properly monitor and oversee the provision of funding that it made to the Île-à-la-Crosse School;
- d. failed to provide adequate funding to the Île-à-la-Crosse School in comparison with the funding being provided for the education of other children across Canada;
- e. failed to take proper steps to ameliorate the harmful effects of attendance at the Île-à-la-Crosse School;
- f. failed to adequately supervise and control the INAC agents operating under its jurisdiction;
- g. deliberately and chronically deprived the Survivor Class Members of the education to which they were entitled;
- h. failed to provide funding for the Île-à-la-Crosse School that was adequate or sufficient to supply the necessities of life to the Survivor Class Members;
- i. failed to respond adequately, or at all, to disclosure of abuses and/or serious systemic failures at the Île-à-la-Crosse School;
- j. permitted Survivor Class Members to be abused, assaulted and battered at the Île-à-la-Crosse School; and
- k. failed to inspect or audit the Île-à-la-Crosse School adequately, or at all.

82. During time periods when Canada did not materially fund, operate or manage the Île-à-la-Crosse School, it breached its fiduciary duty and duty of care to the Survivor Class by failing to do so at all, as Canada possessed singular and exclusive jurisdiction and responsibility over

Aboriginal persons in Canada, including the education of Aboriginal persons, and including the predominantly Métis people who comprise the Survivor Class.

83. By failing to take any appropriate steps within its mandate and ability to oversee, fund and audit the School to protect the Survivor Class Members and their rights, Canada's acts and omissions were fundamentally disloyal and betrayed the Survivor Class Members, and breached the Honour of the Crown.

84. Canada not only failed to act when it should have done so, it acted in its own self-interest and contrary to the interests of the Survivor Class Members. Canada pursued the residential schools policy, and engaged in the funding, operation and maintenance of residential/boarding schools like the Île-à-la-Crosse School to eradicate what Canada saw as the "Indian Problem" – more specifically, Canada sought to relieve itself of its moral and financial responsibilities for Aboriginal people, the expense and inconvenience of dealing with cultures, languages, habits and values different from Canada's predominant Euro-Canadian heritage, and, by eradicating identities and cultures, to assume control over Aboriginal lands.

85. Canada's fiduciary duties obliged it to act as a protector of the Class Members' Aboriginal rights, including the protection and preservation of their language, culture and their way of life, and the duty to take corrective steps to restore the plaintiffs and Survivor Class Members' culture, history and status, or assist them to do so. At a minimum, Canada's duty to Aboriginal persons included the duty not to deliberately reduce the number of the beneficiaries to whom Canada owed its duties.

86. Further, Canada has at all material times committed itself to honour international law in relation to the treatment of people within its territory, which obligations form minimum commitments to Aboriginal peoples in Canada, including the Survivor Class Members, and which

have been breached. In particular, Canada's breaches include the failure to comply with the terms and spirit of:

- a. the *Convention on the Prevention and Punishment of the Crime of Genocide*, 78 U.N.T.S. 277, entered into force January 12, 1951, particularly Articles 2(b), (c) and (e), by engaging in the intentional destruction of the culture of Aboriginal children and communities, causing profound and permanent cultural, psychological, emotional and physical injuries to the Survivor Class Members;
- b. the *Declaration of the Rights of the Child* (1959) G.A. res. 1386 (XIV), 14 U.N. GAOR Supp. (No. 16) at 19, U.N. Doc. A/4354, by failing to provide Aboriginal children with the means necessary for normal development, both materially and spiritually, and failing to put them in a position to earn a livelihood and protect them against exploitation;
- c. the *Convention on the Rights of the Child*, G.A. res. 44/25, annex, 44 UN GAOR Supp. (No. 49) at 167, U.N. Doc. A/44/49 (1989); 1577 UNTS 3: 28 ILM 1456 (1989), particularly Articles 29 and 30, by failing to provide Aboriginal children with education that is directed to the development of respect for their parents, their cultural identities, language and values, and by denying the right of Aboriginal children to enjoy their own cultures, to profess and practise their own religions and to use their own languages;
- d. the *International Covenant on Civil and Political Rights*, G.A. res. 2200A (XXI), 21 U.N. GAOR Supp. (No. 16) at 52, U.N. Doc. A/6316 (1966), 999 U.N.T.S. 171, entered into force March 23, 1976, particularly Articles 1 and 27, by interfering with Survivor Class Members' rights to retain and practice their culture, spirituality,

language and traditions, the right to fully learn their culture, spirituality, language and traditions from their families, extended families and communities and the right to teach their culture, spirituality, language and traditions to their own children, grandchildren, extended families and communities:

- e. the *American Declaration of the Rights and Duties of Man*, O.A.S. Res. XXX, adopted by the Ninth International Conference of American States (1948), reprinted in *Basic Documents Pertaining to Human Rights in the Inter-American System*, OEA/Ser.L.V/II.82 doc.6 rev.1 at 17 (1992), particularly Article XIII, by violating Survivor Class Members' right to take part in the cultural life of their communities; and
- f. the UNDRIP, particularly Article 8(2), which commits to the provision of effective mechanisms for redress for, *inter alia*:
 - i. any action which has the aim or effect of depriving Aboriginal people of their integrity as distinct peoples, or of their cultural values or ethnic identities;
 - ii. any action which has the aim or effect of dispossessing them of their lands, territories or resources;
 - iii. any form of forced population transfer which has the aim or effect of violating or undermining any of their rights; and
 - iv. any form of forced assimilation or integration.

87. Canada's obligations under international law inform Canada's common law, statutory, fiduciary, constitutionally mandated and other duties. A breach of these international obligations, particularly the UNDRIP, constitutes a breach under domestic law.

Saskatchewan's breach of its fiduciary and common law duties

88. To the extent that Saskatchewan funded, operated or maintained the Île-à-la-Crosse School, Saskatchewan owed the Survivor Class members a fiduciary duty to act in accordance with the best interests of the Survivor Class at all times and in a manner upholding the Honour of the Crown. At the material times, Saskatchewan was responsible for:

- a. the decisions made, procedures and regulations promulgated, operations and actions taken by the Department of Education, as well as its employees, servants, officers and agents, with regard to the education of Métis children;
- b. the construction, operation, maintenance, ownership, financing, administration, supervision, inspection and auditing of the Île-à-la-Crosse School and for the creation, design and implementation of the program of education for its Aboriginal students;
- c. the selection, control, training, supervision and regulation of the designated operators of the Île-à-la-Crosse School and their employees, servants, officers and agents;
- d. the care and supervision of the Survivor Class Members, and for the supply of all the necessities of life to Survivor Class Members, *in loco parentis*;
- e. the provision of educational services and opportunities to the Survivor Class Members; and
- f. preserving, promoting, maintaining and not interfering with the Survivor Class Members' Aboriginal rights, including the rights to learn, retain and practice their Aboriginal culture, spirituality, language and traditions.

89. The conditions and abuses at the Île-à-la-Crosse School were well-known to Saskatchewan, but it took no steps to prevent the abuse or to ensure the safety and well-being of the children in its care.

90. During time periods when Saskatchewan did materially fund, operate and/or manage the Île-à-la-Crosse School, it breached its fiduciary duty and common law duty of care to the Survivor Class by failing to meet its responsibilities to the students in a meaningful or effective way, including as particularized above with regard to Canada.

91. As with Canada, by failing to take any steps within its mandate and ability to oversee, fund and audit the School to protect the Survivor Class Members and their rights, Saskatchewan's acts and omissions were fundamentally disloyal and betrayed the Survivor Class Members. By failing to act when it should have done so, Saskatchewan breached its fiduciary duties, and breached the Honour of the Crown.

The defendants' breach of their constitutional duties

92. The defendants also breached the Survivor Class Members' Aboriginal rights pursuant to the *Constitution Act, 1987*, s. 35.

93. As set out above, while the Survivor Class Members attended the Île-à-la-Crosse School, they were punished for speaking their traditional languages and were made to feel ashamed of their traditional culture, identity and heritage. The Survivor Class Members' ability to speak their traditional Aboriginal languages and to practice their spiritual, religious and cultural activities was seriously impaired by their experiences at the Île-à-la-Crosse School, and in some cases, was lost entirely.

94. At all material times, the defendants each had a duty not to impair the Class Members' Aboriginal rights. The defendants' individual and joint interference in the Aboriginal rights of the

Survivor Class Members was made without justification and has resulted in losses for the Survivor Class Members, as well as for their descendants and communities.

Damages

95. As a consequence of the breaches of fiduciary, constitutional and common law duties by Canada, Saskatchewan and their respective agents, for which Canada and Saskatchewan are vicariously liable, the Survivor Class Members suffered injury and damages including:

- a. assault and battery;
- b. sexual abuse;
- c. serious and prolonged emotional and psychological harm, in some cases amounting to a permanent disability;
- d. loss of Aboriginal language, culture, spirituality, and identity;
- e. deprivation of the fundamental elements of an education, including basic literacy;
- f. an impaired ability to trust other people, to form or sustain intimate relationships, to participate in normal family life, or to control anger;
- g. a propensity to addiction;
- h. alienation and isolation from community, family, spouses and children;
- i. an impaired ability to enjoy and participate in recreational, social, cultural, athletic and employment activities;
- j. an impairment of the capacity to function in the work place and a permanent impairment in the capacity to earn income;
- k. deprivation of skills necessary to obtain gainful employment;
- l. the need for ongoing psychological, psychiatric and medical treatment for illnesses and other disorders resulting from the residential school experience;

- m. sexual dysfunction;
- n. depression, anxiety and emotional dysfunction;
- o. suicidal tendencies;
- p. pain and suffering;
- q. loss of self-esteem and feelings of degradation, shame, fear and loneliness;
- r. nightmares, flashbacks and sleeping problems;
- s. fear, humiliation and embarrassment as a child and adult;
- t. sexual confusion and disorientation as a child and young adult;
- u. impaired ability to express emotions in a normal and healthy manner: and
- v. loss of ability to participate in, or fulfill, cultural practices and duties.

96. As a result of their experiences at the Île-à-la-Crosse School, the plaintiffs Louis Gardiner, Margaret Aubichon, Melvina Aubichon and Emile Janvier, who are Survivor Class Members, each suffered injury and damages. All of them experienced loss of their Métis language, culture and identity, and were subjected to assault and battery by the School staff. Louis and Margaret were also subjected to sexual assault by the School staff.

97. Each of the Survivor Class Member plaintiffs suffered serious and prolonged emotional and psychological harm as a result of the defendants' breaches. As adults, they each have struggled with a variety of long-term mental health impacts arising from their experiences at the Île-à-la-Crosse School, including: depression and anxiety; feelings of uncontrollable anger, fear and/or inadequacy; an inability to trust others including family members and a corresponding inability to form and sustain intimate relationships; and, in some cases, alcohol dependency, misuse and addiction.

The Family Class

98. As a consequence of the various breaches by Canada and Saskatchewan as described above, the Family Class Members, including the plaintiffs Donna Janvier and Duane Favel, have suffered injury and damages including:

- a. their relationships with the Survivor Class Members were impaired and/or damaged as a result of the experiences of the Survivor Class Members at the Île-à-la-Crosse School, resulting in loss of care, guidance and companionship, and loss of traditional heritage, culture and feelings of self-worth;
- b. their traditional culture and languages were undermined, and in some cases destroyed, by the forced assimilation of the Survivor Class Members through attendance at the Île-à-la-Crosse School;
- c. they were unable to experience normal family life with the Survivor Class Members, as a result of the Survivor Class Members' injuries resulting from attendance at the Île-à-la-Crosse School;
- d. they were deprived of pecuniary support from Survivor Class Members as the direct, and indirect, consequence of impairments caused by the Survivor Class Members' attendance at the Île-à-la-Crosse School; and
- e. they have incurred special and out-of-pocket expenses in their support of, and care for, Survivor Class members

99. The defendants knew or ought to have known that their actions would result in the Survivor Class Members suffering significant mental, emotional, psychological and spiritual harm which would adversely affect the Family Class Members.

Punitive, aggravated and exemplary damages

100. The defendants' high-handed and callous conduct warrants the condemnation of the court through awards of both aggravated and punitive damages.

101. The defendants deliberately abused their positions of total power and control over vulnerable children. They had specific and extensive knowledge of the systemic failures—including the prevalence of emotional, physical, and sexual abuse—that were occurring at the Île-à-la-Crosse School.

102. In the alternative, the Class Members plead that the defendants were grossly negligent or negligent and/or wilfully blind to these abuses.

103. Despite this, the defendants continued to operate and maintain the Île-à-la-Crosse School and took no reasonable steps to prevent the Survivor Class Members from the resulting damages, including severe abuse. In the circumstances, the defendants' actions amount to wanton and reckless disregard for the Survivor Class Members' safety and renders punitive, aggravated and exemplary damages both appropriate and necessary.

Legislation

104. The plaintiffs plead and rely on various statutes and regulations, including:

- a. *The Class Actions Act*, S.S. 2001, c. C-12.01;
- b. *The Proceedings Against the Crown Act*, 2019, S.S. 2019, c. P-27.01;
- c. *Pre-judgment Interest Act*, S.S. 1984-85-86, c. P-22.2;
- d. *The Limitations Act*, S.S. 2004, c. L-16.1;
- e. *Crown Liability and Proceedings Act*, R.S.C. 1985, c. C-50;
- f. *Constitution Act, 1867*, 30 & 31 Victoria, c. 3 (UK);
- g. *Constitution Act, 1982*, Schedule B to the *Canada Act 1982* (UK), 1982 c. 11;

- h. *International Convention on the Elimination of All Forms of Racial Discrimination*, 26 October 1966, 660 UNTS 195; and
- i. *United Nations Declaration on the Rights of Indigenous Peoples Act*, S.C. 2021, c. 14.

REMEDY SOUGHT

105. The plaintiffs claim, on their own behalf and on behalf of the proposed Class:
- a. an order certifying this action as a class proceeding and appointing them as representative plaintiffs;
 - b. a declaration that the defendants breached their fiduciary, statutory and common law duties to the plaintiffs and the Class Members, and are liable for the damages caused as a result of those breaches;
 - c. general and aggravated damages in such amount as may be fixed by the Court on an aggregate or individual basis;
 - d. special damages in an amount to be determined at trial;
 - e. punitive and exemplary damages in an amount to be determined at trial;
 - f. pre-judgment interest pursuant to the *Pre-Judgment Interest Act*, S.S. 1984-85-86, c. P-22.2;
 - g. post-judgment interest;
 - h. costs of all notices to the Class and of administering the plan of distribution of the recovery in this action, together with applicable taxes thereon;
 - i. an order directing a reference or giving such other directions as may be necessary to determine any issues not determined at the trial of the common issues;
 - j. costs of this action, together with applicable taxes thereon; and

k. such further and other relief as this Honourable Court may deem just.

DATED AT TORONTO, ONTARIO, THIS * DAY OF *, 2025.

A handwritten signature in blue ink, appearing to read 'Waddell', is written above a horizontal line.

(signature of plaintiff or plaintiff's lawyer)

Margaret L. Waddell

Sotos LLP

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SCHEDULE C

COURT FILE
NUMBER
COURT OF KING'S BENCH FOR SASKATCHEWAN

K.B.G. 2036 of 2005



JUDICIAL CENTRE Saskatoon

PLAINTIFF(S) Louis Gardiner, Margaret Aubichon, Melvina Aubichon,
Emile Janvier, Duane Favel, and Donna Janvier

DEFENDANT(S) The Attorney General of Canada and the Government of
Saskatchewan

Brought under *The Class Actions Act*, S.S. 2001, c. C-12.01

NOTICE TO DEFENDANTS

1. The plaintiffs may enter judgment in accordance with this Statement of Claim or the judgment that may be granted pursuant to *The King's Bench Rules* unless, in accordance with paragraph 2, you:

- (a) serve a Statement of Defence on the plaintiffs; and
- (b) file a copy of it in the office of the local registrar of the Court for the judicial centre named above.

2. The Statement of Defence must be served and filed within the following period of days after you are served with the Statement of Claim (excluding the day of service):

- (a) 20 days if you were served in Saskatchewan;
- (b) 30 days if you were served elsewhere in Canada or in the United States of America;
- (c) 40 days if you were served outside Canada and the United States of America.

3. In many cases a defendant may have the trial of the action held at a judicial centre other than the one at which the Statement of Claim is issued. Every defendant should consult a lawyer as to his or her rights.

4. This Statement of Claim is to be served within 6 months from the date on which it is issued.

5. This Consolidated Statement of Claim is issued at the above-named judicial centre on the 9th day of December, 2005.

"D.J. (DON) BUSHELL
DY. LOCAL REGISTRAR"
Local Registrar

CONSOLIDATED STATEMENT OF CLAIM

THE PARTIES

The plaintiffs

1. The plaintiffs bring this action on their own behalf and on behalf of the following classes of people:

- a. any person who was alive on December 9, 2003 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
- b. 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”).

2. The plaintiff, Louis Gardiner, is a resident of Île-à-la-Crosse, Saskatchewan. Louis was raised for the first years of his life in a rural area outside of Île-à-la-Crosse. His family spoke Michif at home, and he was taught traditional Métis cultural practices.

3. Louis attended the Île-à-la-Crosse residential school (the “Île-à-la-Crosse School” or the “School”) from 1961 to 1969, and he is a member of the proposed Survivor Class. While he attended the Île-à-la-Crosse School, Louis endured psychological, physical and sexual abuse from the School staff, including psychologically and physically abusive discipline for speaking Michif. Louis was ultimately expelled from the Île-à-la-Crosse School after fighting back against the physically abusive discipline inflicted by the School staff.

4. The plaintiff, Margaret Aubichon, is a resident of Patuanak, Saskatchewan. She grew up in an isolated rural community near Dipper Lake in Northern Saskatchewan. Margaret was raised in a traditional Métis lifestyle by her grandparents, and spoke Dene as a child.

5. Margaret attended the Île-à-la-Crosse School from in or around 1955 to 1962, and is a member of the proposed Survivor Class. While she attended the Île-à-la-Crosse School, Margaret endured psychological, physical and sexual abuse from the School staff including denigration of her heritage, culture and ethnicity. The abusive conduct of the School staff caused Margaret to feel ashamed of herself and of being a Métis person.

6. The plaintiff, Emile Janvier, is a resident of La Loche, Saskatchewan, where he was born and raised. Emile's family spoke only Dene, but he and his siblings were coerced to attend the Île-à-la-Crosse School approximately 160 kilometres away. A priest from the Roman Catholic Mission in Île-à-la-Crosse informed Emile's parents that the police would come to take the children away by force if they did not send the children to the School.

7. Emile attended the Île-à-la-Crosse School from 1954 to 1964, and is a member of the proposed Survivor Class. While he attended the Île-à-la-Crosse School, Emile endured psychological and physical abuse from the School staff. He remembers his time at the School as being in a constant state of apprehension and fear, where he was malnourished, uncared-for, and made to feel like his Métis language and culture were meaningless.

8. The plaintiff, Melvina Aubichon, is a resident of Prince Albert, Saskatchewan. Melvina's family is from English River First Nation in Northern Saskatchewan. She and her five siblings grew up speaking Dene, and learning traditional ways from their parents, including hunting, fishing and trapping.

9. Melvina attended the Île-à-la-Crosse School from in or around 1967 to in or around 1972, and is a member of the proposed Survivor Class. While she attended the Île-à-la-Crosse School, Melvina endured psychological and physical abuse from the School staff. In her experience, the School staff treated the Aboriginal students as subhuman. By characterizing the students as an inferior race, the School staff justified their violent behaviour towards the students, and the unhealthy living conditions in the dormitories.

10. The plaintiff, Duane Favel, is a resident of Île-à-la-Crosse, Saskatchewan. His father, Jim Favel, attended the Île-à-la-Crosse School for approximately four school years in the late 1940s and early 1950s, and therefore Duane is a member of the Family Class.

11. The plaintiff, Donna Janvier, is a resident of St. George's Hill, Saskatchewan. Her parents, Patrick Desjarlais and Aldina Desjarlais, both attended the Île-à-la-Crosse School in the 1940s, and therefore Ms. Janvier is a member of the Family Class.

The Defendants

12. The Attorney General of Canada is the legal entity liable for torts committed by agents and servants of His Majesty the King in Right of Canada ("Canada") pursuant to s. 3 of the *Crown Liability and Proceedings Act*, R.S.C. 1985, c. C-50, and equivalent provisions of predecessor legislation.

13. At all material times, Canada was, or ought to have been, responsible for the operation, maintenance, funding, oversight, support and management of the Île-à-la-Crosse School.

14. In 2021, Canada affirmed the *United Nations Declaration on the Rights of Indigenous Peoples*, G.A. Res. 61/295, U.N. Doc. A/RES/61/295 (Sept. 13, 2007), 46 I.L.M. 1013 (2007) ("UNDRIP") as part of Canadian law and committed to implementing the UNDRIP by passing into law the *United Nations Declaration on the Rights of Indigenous Peoples Act*, S.C. 2021, c.

14. The legislation echoes Article 43 of the UNDRIP in its preamble, stating that the rights and principles affirmed in the UNDRIP constitute “minimum standards” for the survival, dignity and well-being of Aboriginal peoples of the world, and must be implemented in Canada.

15. The defendant Government of Saskatchewan (“Saskatchewan”) is liable for torts committed by its agents and servants pursuant to s. 5(1) of *The Proceedings Against the Crown Act, 2019*, S.S. 2019, c. P-27.01, and equivalent provisions of predecessor legislation.

16. As described below, at various times, Saskatchewan, solely or jointly together with Canada, contributed to the operation, maintenance, funding, oversight, support and management of the Île-à-la-Crosse School.

STATEMENT OF FACTS

The residential schools system and Canada’s residential schools policy

17. Residential schools were boarding schools established in Canada in the 19th century ostensibly for the education of Aboriginal children. Children resided at the schools all year, or for significant periods of the year.

18. Commencing in the early 20th century, Canada began entering into formal agreements with various Christian religious organizations (the “Churches”) for the operation of residential schools. Pursuant to these agreements, Canada controlled, regulated, supervised and directed the operation of residential schools, while the Churches assumed responsibility for the day-to-day operation of many of the residential schools, for which Canada paid the Churches a *per capita* grant.

19. As of 1920, Canada’s residential schools policy included compulsory attendance at residential schools for all Aboriginal children aged 7 to 15, meaning that Canada removed most Aboriginal children from their homes and communities and transported them to residential schools.

Failure to attend could result in fines or imprisonment of both parent and child, strictly enforced by use of truant officers.

20. The purpose of Canada's residential schools policy was the complete integration and assimilation of Aboriginal children into Euro-Canadian culture and society. To achieve this purpose, the residential schools policy was designed to eradicate traditional Aboriginal language, culture, religion and way of life, including by applying rigid discipline.

21. Having been stripped of their culture, language and identity, as well as their connections with their families, communities and traditional lands, residential school survivors thereby lost their ability to pass on their spiritual, cultural and linguistic heritage to succeeding generations. In other words, as a result of the success of the residential schools policy, Canada eroded the foundations of identity for generations of Aboriginal children, families, and communities.

22. In addition to loss of their Aboriginal identity and culture, students who attended residential schools were subjected to systematic child abuse, neglect, and maltreatment. They often endured psychological, physical and/or sexual abuse at the hands of teachers, administrators and other employees of these schools. That was the experience of the Survivor Class Members.

Education of Métis children

23. Canada historically viewed Métis people as "half-breeds" because of their mixed ancestry. Especially following the North-West Resistance in 1885 and the Red River Resistance of 1869-70, the Métis were considered by Canada, Saskatchewan and the Churches alike as a particularly rebellious and dangerous people in need of being "civilized" and assimilated.

24. In 1876, Bishop Vital-Justice Grandin, now known as a key architect of Canada's residential school system, wrote to the federal Department of Indian Affairs, requesting funding

for more “Indian Schools” in part due to the importance of instilling in Métis children “pronounced distastes for native life so that they will be humiliated when reminded of their origin”.

25. Unlike with First Nations and Inuit children, however, Canada refused to acknowledge its constitutional duties to Métis children as Aboriginal children. When then-Prime Minister Sir John A. Macdonald authorized the official creation of a federally funded residential schools system in 1883, Canada took the position that the provinces should be responsible for educating and assimilating Métis children and that Métis children therefore should not attend federally funded residential schools.

26. The provinces, including Saskatchewan, were reluctant to commit the funding and other resources necessary to educate Métis children. The Churches, by contrast, were eager to take on the task of assimilating Métis children alongside other Aboriginal children. As a result, and despite Canada’s official position that Métis children should attend only provincially funded schools, Métis children nevertheless often attended federally funded residential schools as a result of the Churches’ admissions policies. Since detailed attendance records were kept in support of the Churches’ requests for funding, these attendances occurred with Canada’s knowledge.

27. In addition to condoning—and funding—the attendance of Métis children at federally funded residential schools, Canada also provided funding and support to provincially operated residential schools which had Métis children in attendance.

28. Thus, in Saskatchewan from the 19th century until the 1940s, Métis education was funded by both Canada and the province through a combination of federally and provincially operated institutions. In the 1940s, Saskatchewan assumed full operational responsibility for educating Métis children within the province, but federal funding continued for some schools, including the Île-à-la-Crosse School, as described below.

29. Canada funded the operations of the Île-à-la-Crosse School because it was furthering Canada's objective of cultural repression and assimilation of the Aboriginal children who were coerced and compelled to attend.

30. Like Canada, Saskatchewan also engaged in coercive practices to ensure that Métis parents sent their children to residential schools rather than educating them within their communities or at public schools. For example, in 1945, Saskatchewan instituted a provision making receipt of family allowances contingent upon school attendance. Because of the high rates of poverty and unemployment in Métis communities, this threat of withholding social assistance was highly effective at compelling Métis children's attendance at government schools, including residential schools like the Île-à-la-Crosse School.

History of the Île-à-la-Crosse School

31. The Île-à-la-Crosse School was one of the oldest residential schools in Canada. It was located in the village of Île-à-la-Crosse, Saskatchewan, which was formerly a Métis settlement called Sakitawak, and now falls within Treaty Ten territory.

32. Sakitawak is a Cree name meaning "big opening where the waters meet", reflecting that Île-à-la-Crosse occupies a central location amidst the surrounding network of lakes and rivers. Because of this, and because Sakitawak was situated near the border between the Cree and Dene people, the settlement was a natural meeting place for people in what is now Northern Saskatchewan. When European settlers arrived in Northern Saskatchewan, they built numerous trading posts near Sakitawak and established Île-à-la-Crosse as a central place to organize trading throughout the Northern Prairies.

33. The initial iteration of the School was a day school opened by the Oblates' Roman Catholic Mission in 1847.

34. Concerned with low attendance rates, the Oblates sought the assistance of the Sisters of Charity. In 1860, the Sisters of Charity, also known as the Grey Nuns, arrived at Île-à-la-Crosse and transformed the School into a boarding/residential school. Nine girls and six boys comprised the first class of resident students.

35. In 1874, a new school building was built on the site and the School became known as Notre-Dame-du-Sacré-Coeur.

36. The Île-à-la-Crosse School received federal funding in 1875 and 1876, but was denied further federal funding since it lay outside of Treaty Six territory, and Treaty Ten had not yet been signed. Nevertheless, in 1880, then-Prime Minister John A. Macdonald described the Île-à-la-Crosse School as one of four federal “Indian schools” setting the standard for other educational facilities.

37. In 1901, the Mission grounds were flooded and by 1905, the poor living conditions led the Grey Nuns to leave the Île-à-la-Crosse School. The school was relocated in 1906 to the nearby community of Lac la Plonge, where it was known as Beauval or St. Bruno’s. Beauval eventually became a formally recognized Indian Residential School and its students were included in the Indian Residential Schools Settlement Agreement (as described below).

38. In 1917, the Grey Nuns returned to Île-à-la-Crosse and Father Marius Rossignol reopened the Île-à-la-Crosse School, now renamed the School of the Holy Family.

39. Because the Mission managed the day-to-day operations of both the Beauval school and the Île-à-la-Crosse School, the two schools quickly became companion institutions. The Mission took in Aboriginal students from across Northern Saskatchewan, then sent the First Nations students to Beauval and the Métis students to the Île-à-la-Crosse School. Because this system was

never strictly enforced, however, a significant number of Métis students attended Beauval, and a significant number of First Nations students attended the Île-à-la-Crosse School.

40. Over the years, students from many communities across Northern Saskatchewan attended the School, including: Clear Lake, Old Lady's Point, Buckley's Point, Dore Lake, Sled Lake, Green Lake, Jans Bay, Cole Bay, Beauval, Patuanak, Pine House Lake, Sapwagamik, Canoe River, Buffalo Narrows, St. Georges Hill, Michel Village, Turner Lake, Bear Creek, Black Point, Descharm Lake, Garson Lake and La Loche. Students from Île-à-la-Crosse usually attended the School as day students (also known as "day schoolers") while students from these neighbouring communities usually attended as resident students.

41. Between 1917 and 1945, the Grey Nuns and the Mission carried out the day-to-day operations of the Île-à-la-Crosse School, while Canada provided funds for the School's operations.

42. The Mission also continued to operate Beauval during this time period, and frequently shared federally funded resources between Beauval and the Île-à-la-Crosse School, including supplies and staff who travelled back and forth between the two schools.

43. In 1920, a fire destroyed the Île-à-la-Crosse School, and it reopened in 1921. The School grew after this time and, by 1929, there were over 42 resident students.

44. Also in 1920, the *Indian Act* was amended to make it mandatory for every "Indian" (First Nations) child between the ages of seven and sixteen to attend a residential school. Consequences for failing to comply included fines and forcible removal of children from their homes. Members of the Royal Canadian Mounted Police acted as truant officers, who searched for and apprehended students who attempted to avoid attendance.

45. The Mission staff (who also managed the operation of the Beauval school for First Nations students) and Île-à-la-Crosse School administrators and staff (who were often also Beauval

administrators and staff) treated the two schools interchangeably for purposes of compelling mandatory attendance. Although the *Indian Act* did not apply to Métis people, the Mission and School staff nevertheless informed nearby families and communities that it was mandatory for Métis children to attend the Île-à-la-Crosse School, and threatened forcible removal of their children if they did not comply. RCMP members acting as truant officers were dispatched by the Mission to search for and apprehend students, regardless of whether they attended Beauval or the Île-à-la-Crosse School, and regardless of whether they were Métis or First Nations.

46. Many families of School students from other communities moved to Île-à-la-Crosse so that they would not be separated from their children, and were thus forced to give up their traditional land base and land-based teachings, often losing their economic viability and self-sufficiency.

47. In 1930, the Saskatchewan Department of Education began providing grants to the School for board and tuition of students and teacher salaries.

48. The School closed in 1933 due to lack of government funding, but reopened in 1935. By 1939, the School comprised two classes. There were 45 resident students and a few day students from the settlement. A third class was added in 1942.

49. In 1945, the Saskatchewan Department of Education officially assumed the administration of the Île-à-la-Crosse School and began renting the classrooms from the Mission. The Mission continued to manage the dormitories, and received a provincial government allowance at a rate of 60 cents per day for each child it housed.

50. In 1947, 168 students attended the school and 124 of these were resident students.

51. In 1951, 191 students attended the school and 120 of these were resident students.

52. In 1959, another new school building was built that accommodated 231 students, of whom 113 were resident students.

53. In 1964, the boys' dormitory burned down and had to be rebuilt. At that time, there were 331 students at the School, about 100 of whom were resident students.

54. The Île-à-la-Crosse School caught fire again in 1972 and was shut down. Although the building was rebuilt in 1976, the Saskatchewan Department of Education transferred the administration of the school to a locally run school board that year, and the residential school closed its doors.

55. In total, approximately 1,500 Aboriginal students attended the Île-à-la-Crosse School between 1860 and 1972.

Conditions at the Île-à-la-Crosse School

56. While at the Île-à-la-Crosse School, the Survivor Class Members were forcibly confined and deprived of their heritage, their support networks and their way of life, forced to adopt a foreign language and culture, and punished severely for non-compliance. They were not allowed to speak their Aboriginal languages or practice their culture. They were taught instead to be ashamed of their Aboriginal languages, culture, spirituality and practices, with the ultimate purpose of supplanting their Aboriginal identity and instead imposing the Euro-Canadian identity upon them.

57. In particular, the Île-à-la-Crosse School administrators, staff and other employees:

- a. forcibly separated and isolated the Survivor Class Members from their families and communities;
- b. prevented the Survivor Class Members from speaking with or seeing their families;
- c. prevented the Survivor Class Members from engaging in traditional cultural or religious activities;

- d. punished the Survivor Class Members with psychological and/or physical abuse when they engaged in traditional cultural or religious activities;
- e. prevented the Survivor Class Members from speaking their Aboriginal languages;
- f. punished the Survivor Class Members with psychological and/or physical abuse when they spoke their Aboriginal languages;
- g. disrespected and disparaged Aboriginal religion, culture and language in front of Survivor Class Members;
- h. referred to Survivor Class Members as “savages”, “heathens”, “half-breeds”, and other similar racial epithets; and
- i. taught the Survivor Class Members that their traditional heritage, ancestry, languages, culture and spirituality were wrong, and should not be followed or recognized, and instilled shame in the Survivor Class Members for these fundamental aspects of their personhood.

58. In all cases, Survivor Class Members were psychologically abused by School administrators, staff, and/or other employees. In many cases Survivor Class Members were also physically and/or sexually abused by School administrators, staff, and/or other employees.

59. The education provided by the School to the Survivor Class Members was inadequate and fell below the provincial standards of education provided at public schools.

60. The Survivor Class Members who attended as resident students also endured many other forms of mistreatment. They received substandard care and endured poor living conditions, including inadequate resources such as clothing and food, leading to malnourishment, as well as other illnesses and injuries.

Reconciling with the legacy of residential schools

61. On January 7, 1998, Canada issued a Statement of Reconciliation acknowledging and apologizing for the failures of the residential schools system. It admitted that its residential schools policy was designed to assimilate Aboriginal persons and that it was wrong to pursue that goal. Canada also admitted that the residential schools system did, in fact, lead to a weakening of Aboriginal identity and a suppression of Aboriginal culture and values.

62. The Statement of Reconciliation by Canada is an admission by Canada of the facts and duties set out therein and is relevant to the plaintiffs' claim for damages, including, without limitation, punitive damages.

63. In March 2007, the Indian Residential School Settlement Agreement ("IRSSA") was granted court approval. The IRSSA, which resolved a number of lawsuits that had been commenced across Canada, provided benefits (including compensation, commemoration activities, and healing supports) to survivors of certain federally funded residential schools which were recognized as "Indian Residential Schools".

64. Despite having received funding from Canada numerous times, Île-à-la-Crosse School was not recognized as an Indian Residential School, and the Survivor Class Members were not class members under the IRSSA.

65. On June 11, 2008, then-Prime Minister Stephen Harper delivered an apology on behalf of Canada for the harm done specifically by Indian Residential Schools. In it, he acknowledged that the primary objectives of the residential schools system were to remove children from the influence of their homes, families, traditions and cultures and to assimilate them into the dominant culture, and that Canada built an educational system that deprived Aboriginal children of the care and

nurturing of their families and communities. This apology did not include an apology to the Survivor Class.

66. Like the survivors of the formally recognized Indian Residential Schools, the Survivor Class Members were separated from their families at Île-à-la-Crosse School, isolated and deprived of their Aboriginal heritage, their support networks and their way of life, and endured maltreatment and abuse.

67. Unlike the survivors of the formally recognized Indian Residential Schools, however, the Survivor Class Members have received no recognition, compensation or apology from those responsible for their experiences at the Île-à-la-Crosse School, including from the defendants.

68. Despite acknowledging the extraordinary wrong of the residential schools system through public statements, the IRSSA, and other lawsuit settlements subsequent to the IRSSA, Canada has continued to exclude many members of Aboriginal communities in Canada, including the Survivor Class Members, from receiving any measure of justice or reconciliation.

69. The Truth and Reconciliation Commission of Canada (“TRCC”) was established as part of the IRSSA. On December 15, 2015, the TRCC released its Final Report listing 94 “Calls to Action” to redress the legacy of Indian Residential Schools and to advance the process of reconciliation between Canada and Aboriginal peoples. TRCC Call to Action #29 specifically urges Canada to work with survivors excluded from the IRSSA to resolve their claims expeditiously.

70. Canada has committed to fully implementing the TRCC calls to action to support the healing journey of residential school survivors, their families and communities, including as recently as July 25, 2022, in a statement from Prime Minister Justin Trudeau. That statement, made in recognition of Pope Francis’ personal apology to residential school survivors—including the Survivor Class Members—explicitly acknowledged the courage, advocacy, and perseverance of

Métis survivors. Yet, to date, Canada has not provided any compensation to the Class for the harms that they suffered at Île-à-la-Crosse School.

LEGAL BASIS

71. As Aboriginal persons and children under their control and care, the plaintiffs and the Class Members were owed the highest fiduciary, constitutional and common law duties by the defendants. In all of their dealings with the plaintiffs and the Class Members, the defendants had the obligation of upholding the Honour of the Crown.

72. At all material times, the defendants owed the plaintiffs and the Class Members a special duty of care, good faith, honesty and loyalty, pursuant to their constitutional obligations and the Crown's duty to act in the best interests of Aboriginal people, and especially vulnerable Aboriginal children.

73. The defendants' participation in, or neglect in respect of the operation and maintenance of the Île-à-la-Crosse School was in breach of their fiduciary and other equitable obligations owed to the plaintiffs and Class Members, as well as a breach of the defendants' constitutional and common law duties owed to the plaintiffs and the Class.

Canada's breach of its fiduciary, statutory and common law duties

74. At all material times, Canada possessed exclusive legislative and executive responsibility over Aboriginal persons in Canada, including the Survivor Class Members. As "Indians" for purposes of s. 91(24) of the *Constitution Act, 1867* and Aboriginal persons for purposes of s. 35 of the *Constitution Act, 1982*, the Survivor Class Members were all subjects of federal jurisdiction and responsibility.

75. The nature of Canada's relationship with Aboriginal persons gives rise to a fiduciary duty and a common law duty of care to preserve, protect and promote the welfare and education of Aboriginal children.

76. In particular, since Canada's fiduciary responsibility to Aboriginal people, including the welfare and education of Aboriginal children, is, and was, categorical in nature, Canada was prohibited from attempting to cede or delegate such duties to any other entity, including to Saskatchewan, or to the Churches.

77. Canada was therefore vested with legal control of the Île-à-la-Crosse School for the duration of its existence, with attendant responsibilities relating to funding, auditing, visitation, oversight, decision-making and monitoring of the School to ensure that it was operated at all times in the best interests of the students.

78. Accordingly, while the Île-à-la-Crosse School operated, Canada was responsible for:

- a. the promotion of the health, safety and well-being of the students at Île-à-la-Crosse School, including the Survivor Class Members;
- b. the decisions made, procedures and regulations promulgated, operations and actions taken by the Department of Indigenous and Northern Affairs Canada ("INAC") and its predecessors, as well as its employees, servants, officers and agents, with regard to the residential schools system and the education of First Nations and Métis children, including at the Île-à-la-Crosse School;
- c. the construction, operation, maintenance, ownership, financing, administration, supervision, inspection and auditing of the Île-à-la-Crosse School and for the creation, design and implementation of the program of education for its Aboriginal students;

- d. the selection, control, training, supervision and regulation of the designated operators of the Île-à-la-Crosse School and their employees, servants, officers and agents;
- e. the care and supervision of the students at Île-à-la-Crosse School, including the Survivor Class Members, and for the supply of all the necessities of life to the students, including the Survivor Class Members, *in loco parentis*;
- f. the provision of educational services and opportunities to the students at Île-à-la-Crosse School, including the Survivor Class Members; and
- g. preserving, promoting, maintaining and not interfering with the rights of the students at Île-à-la-Crosse School, particularly the Survivor Class Members' Aboriginal rights, including the rights to learn, retain and practice their Aboriginal culture, spirituality, language and traditions.

79. The Survivor Class Members were systematically deprived of the essential components of a healthy childhood. They were subjected to abuse by those who were responsible for their well-being. The conditions and abuses at the Île-à-la-Crosse School were well-known to Canada, but it took no steps to prevent the abuse or to ensure the safety and well-being of the children in its care.

80. Canada breached its fiduciary duty and common law duty of care to the Survivor Class by failing to meet its responsibilities to the students in a meaningful or effective way.

81. In particular, Canada:

- a. through its residential schools policy, undertook a systemic program of forced integration of Aboriginal children, including at the Île-à-la-Crosse School, when it knew or ought to have known that doing so would cause profound and permanent cultural, psychological, emotional and physical injury;

- b. failed to properly select, supervise, evaluate, monitor or control the organizations and individuals to which it delegated the day-to-day operations of the Île-à-la-Crosse School;
 - c. failed to properly monitor and oversee the provision of funding that it made to the Île-à-la-Crosse School;
 - d. failed to provide adequate funding to the Île-à-la-Crosse School in comparison with the funding being provided for the education of other children across Canada;
 - e. failed to take proper steps to ameliorate the harmful effects of attendance at the Île-à-la-Crosse School;
 - f. failed to adequately supervise and control the INAC agents operating under its jurisdiction;
 - g. deliberately and chronically deprived the Survivor Class Members of the education to which they were entitled;
 - h. failed to provide funding for the Île-à-la-Crosse School that was adequate or sufficient to supply the necessities of life to the Survivor Class Members;
 - i. failed to respond adequately, or at all, to disclosure of abuses and/or serious systemic failures at the Île-à-la-Crosse School;
 - j. permitted Survivor Class Members to be abused, assaulted and battered at the Île-à-la-Crosse School; and
 - k. failed to inspect or audit the Île-à-la-Crosse School adequately, or at all.
82. During time periods when Canada did not materially fund, operate or manage the Île-à-la-Crosse School, it breached its fiduciary duty and duty of care to the Survivor Class by failing to do so at all, as Canada possessed singular and exclusive jurisdiction and responsibility over

Aboriginal persons in Canada, including the education of Aboriginal persons, and including the predominantly Métis people who comprise the Survivor Class.

83. By failing to take any appropriate steps within its mandate and ability to oversee, fund and audit the School to protect the Survivor Class Members and their rights, Canada's acts and omissions were fundamentally disloyal and betrayed the Survivor Class Members, and breached the Honour of the Crown.

84. Canada not only failed to act when it should have done so, it acted in its own self-interest and contrary to the interests of the Survivor Class Members. Canada pursued the residential schools policy, and engaged in the funding, operation and maintenance of residential/boarding schools like the Île-à-la-Crosse School to eradicate what Canada saw as the "Indian Problem" – more specifically, Canada sought to relieve itself of its moral and financial responsibilities for Aboriginal people, the expense and inconvenience of dealing with cultures, languages, habits and values different from Canada's predominant Euro-Canadian heritage, and, by eradicating identities and cultures, to assume control over Aboriginal lands.

85. Canada's fiduciary duties obliged it to act as a protector of the Class Members' Aboriginal rights, including the protection and preservation of their language, culture and their way of life, and the duty to take corrective steps to restore the plaintiffs and Survivor Class Members' culture, history and status, or assist them to do so. At a minimum, Canada's duty to Aboriginal persons included the duty not to deliberately reduce the number of the beneficiaries to whom Canada owed its duties.

86. Further, Canada has at all material times committed itself to honour international law in relation to the treatment of people within its territory, which obligations form minimum commitments to Aboriginal peoples in Canada, including the Survivor Class Members, and which

have been breached. In particular, Canada's breaches include the failure to comply with the terms and spirit of:

- a. the *Convention on the Prevention and Punishment of the Crime of Genocide*, 78 U.N.T.S. 277, entered into force January 12, 1951, particularly Articles 2(b), (c) and (e), by engaging in the intentional destruction of the culture of Aboriginal children and communities, causing profound and permanent cultural, psychological, emotional and physical injuries to the Survivor Class Members;
- b. the *Declaration of the Rights of the Child* (1959) G.A. res. 1386 (XIV), 14 U.N. GAOR Supp. (No. 16) at 19, U.N. Doc. A/4354, by failing to provide Aboriginal children with the means necessary for normal development, both materially and spiritually, and failing to put them in a position to earn a livelihood and protect them against exploitation;
- c. the *Convention on the Rights of the Child*, G.A. res. 44/25, annex, 44 UN GAOR Supp. (No. 49) at 167, U.N. Doc. A/44/49 (1989); 1577 UNTS 3; 28 ILM 1456 (1989), particularly Articles 29 and 30, by failing to provide Aboriginal children with education that is directed to the development of respect for their parents, their cultural identities, language and values, and by denying the right of Aboriginal children to enjoy their own cultures, to profess and practise their own religions and to use their own languages;
- d. the *International Covenant on Civil and Political Rights*, G.A. res. 2200A (XXI), 21 U.N. GAOR Supp. (No. 16) at 52, U.N. Doc. A/6316 (1966), 999 U.N.T.S. 171, entered into force March 23, 1976, particularly Articles 1 and 27, by interfering with Survivor Class Members' rights to retain and practice their culture, spirituality,

language and traditions, the right to fully learn their culture, spirituality, language and traditions from their families, extended families and communities and the right to teach their culture, spirituality, language and traditions to their own children, grandchildren, extended families and communities;

- e. the *American Declaration of the Rights and Duties of Man*, O.A.S. Res. XXX, adopted by the Ninth International Conference of American States (1948), reprinted in *Basic Documents Pertaining to Human Rights in the Inter-American System*, OEA/Ser.L.V/II.82 doc.6 rev.1 at 17 (1992), particularly Article XIII, by violating Survivor Class Members' right to take part in the cultural life of their communities; and

- f. the UNDRIP, particularly Article 8(2), which commits to the provision of effective mechanisms for redress for, *inter alia*:

- i. any action which has the aim or effect of depriving Aboriginal people of their integrity as distinct peoples, or of their cultural values or ethnic identities;
- ii. any action which has the aim or effect of dispossessing them of their lands, territories or resources;
- iii. any form of forced population transfer which has the aim or effect of violating or undermining any of their rights; and
- iv. any form of forced assimilation or integration.

87. Canada's obligations under international law inform Canada's common law, statutory, fiduciary, constitutionally mandated and other duties. A breach of these international obligations, particularly the UNDRIP, constitutes a breach under domestic law.

Saskatchewan's breach of its fiduciary and common law duties

88. To the extent that Saskatchewan funded, operated or maintained the Île-à-la-Crosse School, Saskatchewan owed the Survivor Class members a fiduciary duty to act in accordance with the best interests of the Survivor Class at all times and in a manner upholding the Honour of the Crown.

At the material times, Saskatchewan was responsible for:

- a. the decisions made, procedures and regulations promulgated, operations and actions taken by the Department of Education, as well as its employees, servants, officers and agents, with regard to the education of Métis children;
- b. the construction, operation, maintenance, ownership, financing, administration, supervision, inspection and auditing of the Île-à-la-Crosse School and for the creation, design and implementation of the program of education for its Aboriginal students;
- c. the selection, control, training, supervision and regulation of the designated operators of the Île-à-la-Crosse School and their employees, servants, officers and agents;
- d. the care and supervision of the Survivor Class Members, and for the supply of all the necessities of life to Survivor Class Members, *in loco parentis*;
- e. the provision of educational services and opportunities to the Survivor Class Members; and
- f. preserving, promoting, maintaining and not interfering with the Survivor Class Members' Aboriginal rights, including the rights to learn, retain and practice their Aboriginal culture, spirituality, language and traditions.

89. The conditions and abuses at the Île-à-la-Crosse School were well-known to Saskatchewan, but it took no steps to prevent the abuse or to ensure the safety and well-being of the children in its care.

90. During time periods when Saskatchewan did materially fund, operate and/or manage the Île-à-la-Crosse School, it breached its fiduciary duty and common law duty of care to the Survivor Class by failing to meet its responsibilities to the students in a meaningful or effective way, including as particularized above with regard to Canada.

91. As with Canada, by failing to take any steps within its mandate and ability to oversee, fund and audit the School to protect the Survivor Class Members and their rights, Saskatchewan's acts and omissions were fundamentally disloyal and betrayed the Survivor Class Members. By failing to act when it should have done so, Saskatchewan breached its fiduciary duties, and breached the Honour of the Crown.

The defendants' breach of their constitutional duties

92. The defendants also breached the Survivor Class Members' Aboriginal rights pursuant to the *Constitution Act, 1987*, s. 35.

93. As set out above, while the Survivor Class Members attended the Île-à-la-Crosse School, they were punished for speaking their traditional languages and were made to feel ashamed of their traditional culture, identity and heritage. The Survivor Class Members' ability to speak their traditional Aboriginal languages and to practice their spiritual, religious and cultural activities was seriously impaired by their experiences at the Île-à-la-Crosse School, and in some cases, was lost entirely.

94. At all material times, the defendants each had a duty not to impair the Class Members' Aboriginal rights. The defendants' individual and joint interference in the Aboriginal rights of the

Survivor Class Members was made without justification and has resulted in losses for the Survivor Class Members, as well as for their descendants and communities.

Damages

95. As a consequence of the breaches of fiduciary, constitutional and common law duties by Canada, Saskatchewan and their respective agents, for which Canada and Saskatchewan are vicariously liable, the Survivor Class Members suffered injury and damages including:

- a. assault and battery;
- b. sexual abuse;
- c. serious and prolonged emotional and psychological harm, in some cases amounting to a permanent disability;
- d. loss of Aboriginal language, culture, spirituality, and identity;
- e. deprivation of the fundamental elements of an education, including basic literacy;
- f. an impaired ability to trust other people, to form or sustain intimate relationships, to participate in normal family life, or to control anger;
- g. a propensity to addiction;
- h. alienation and isolation from community, family, spouses and children;
- i. an impaired ability to enjoy and participate in recreational, social, cultural, athletic and employment activities;
- j. an impairment of the capacity to function in the work place and a permanent impairment in the capacity to earn income;
- k. deprivation of skills necessary to obtain gainful employment;
- l. the need for ongoing psychological, psychiatric and medical treatment for illnesses and other disorders resulting from the residential school experience;

- m. sexual dysfunction;
- n. depression, anxiety and emotional dysfunction;
- o. suicidal tendencies;
- p. pain and suffering;
- q. loss of self-esteem and feelings of degradation, shame, fear and loneliness;
- r. nightmares, flashbacks and sleeping problems;
- s. fear, humiliation and embarrassment as a child and adult;
- t. sexual confusion and disorientation as a child and young adult;
- u. impaired ability to express emotions in a normal and healthy manner; and
- v. loss of ability to participate in, or fulfill, cultural practices and duties.

96. As a result of their experiences at the Île-à-la-Crosse School, the plaintiffs Louis Gardiner, Margaret Aubichon, Melvina Aubichon and Emile Janvier, who are Survivor Class Members, each suffered injury and damages. All of them experienced loss of their Métis language, culture and identity, and were subjected to assault and battery by the School staff. Louis and Margaret were also subjected to sexual assault by the School staff.

97. Each of the Survivor Class Member plaintiffs suffered serious and prolonged emotional and psychological harm as a result of the defendants' breaches. As adults, they each have struggled with a variety of long-term mental health impacts arising from their experiences at the Île-à-la-Crosse School, including: depression and anxiety; feelings of uncontrollable anger, fear and/or inadequacy; an inability to trust others including family members and a corresponding inability to form and sustain intimate relationships; and, in some cases, alcohol dependency, misuse and addiction.

The Family Class

98. As a consequence of the various breaches by Canada and Saskatchewan as described above, the Family Class Members, including the plaintiffs Donna Janvier and Duane Favel, have suffered injury and damages including:

- a. their relationships with the Survivor Class Members were impaired and/or damaged as a result of the experiences of the Survivor Class Members at the Île-à-la-Crosse School, resulting in loss of care, guidance and companionship, and loss of traditional heritage, culture and feelings of self-worth;
- b. their traditional culture and languages were undermined, and in some cases destroyed, by the forced assimilation of the Survivor Class Members through attendance at the Île-à-la-Crosse School;
- c. they were unable to experience normal family life with the Survivor Class Members, as a result of the Survivor Class Members' injuries resulting from attendance at the Île-à-la-Crosse School;
- d. they were deprived of pecuniary support from Survivor Class Members as the direct, and indirect, consequence of impairments caused by the Survivor Class Members' attendance at the Île-à-la-Crosse School; and
- e. they have incurred special and out-of-pocket expenses in their support of, and care for, Survivor Class members

99. The defendants knew or ought to have known that their actions would result in the Survivor Class Members suffering significant mental, emotional, psychological and spiritual harm which would adversely affect the Family Class Members.

Punitive, aggravated and exemplary damages

100. The defendants' high-handed and callous conduct warrants the condemnation of the court through awards of both aggravated and punitive damages.

101. The defendants deliberately abused their positions of total power and control over vulnerable children. They had specific and extensive knowledge of the systemic failures—including the prevalence of emotional, physical, and sexual abuse—that were occurring at the Île-à-la-Crosse School.

102. In the alternative, the Class Members plead that the defendants were grossly negligent or negligent and/or wilfully blind to these abuses.

103. Despite this, the defendants continued to operate and maintain the Île-à-la-Crosse School and took no reasonable steps to prevent the Survivor Class Members from the resulting damages, including severe abuse. In the circumstances, the defendants' actions amount to wanton and reckless disregard for the Survivor Class Members' safety and renders punitive, aggravated and exemplary damages both appropriate and necessary.

Legislation

104. The plaintiffs plead and rely on various statutes and regulations, including:

- a. *The Class Actions Act*, S.S. 2001, c. C-12.01;
- b. *The Proceedings Against the Crown Act, 2019*, S.S. 2019, c. P-27.01;
- c. *Pre-judgment Interest Act*, S.S. 1984-85-86, c. P-22.2;
- d. *The Limitations Act*, S.S. 2004, c. L-16.1;
- e. *Crown Liability and Proceedings Act*, R.S.C. 1985, c. C-50;
- f. *Constitution Act, 1867*, 30 & 31 Victoria, c. 3 (UK);
- g. *Constitution Act, 1982*, Schedule B to the *Canada Act 1982* (UK), 1982 c. 11;

- h. *International Convention on the Elimination of All Forms of Racial Discrimination*, 26 October 1966, 660 UNTS 195; and
- i. *United Nations Declaration on the Rights of Indigenous Peoples Act*, S.C. 2021, c. 14.

REMEDY SOUGHT

105. The plaintiffs claim, on their own behalf and on behalf of the proposed Class:
- a. an order certifying this action as a class proceeding and appointing them as representative plaintiffs;
 - b. a declaration that the defendants breached their fiduciary, statutory and common law duties to the plaintiffs and the Class Members, and are liable for the damages caused as a result of those breaches;
 - c. general and aggravated damages in such amount as may be fixed by the Court on an aggregate or individual basis;
 - d. special damages in an amount to be determined at trial;
 - e. punitive and exemplary damages in an amount to be determined at trial;
 - f. pre-judgment interest pursuant to the *Pre-Judgment Interest Act*, S.S. 1984-85-86, c. P-22.2;
 - g. post-judgment interest;
 - h. costs of all notices to the Class and of administering the plan of distribution of the recovery in this action, together with applicable taxes thereon;
 - i. an order directing a reference or giving such other directions as may be necessary to determine any issues not determined at the trial of the common issues;
 - j. costs of this action, together with applicable taxes thereon; and

k. such further and other relief as this Honourable Court may deem just.

DATED AT TORONTO, ONTARIO, THIS *TH DAY OF *, 2025.



(signature of plaintiff or plaintiff's lawyer)

Margaret L. Waddell

Sotos LLP

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Schedule “D” – Claims Protocol (Experience Payments)

Claims Process Principles

1. The following principles shall govern the Claims Administrator and the Parties throughout the Claims Process (the “Claims Process Principles”):
 - a) the Claims Process shall be expeditious, cost-effective, user-friendly, accessible, culturally sensitive, and trauma-informed;
 - b) the Claims Process shall minimize and mitigate the burden on the Claimants in pursuing their Applications for Experience Payments, including the risk of re-traumatization;
 - c) the Claims Administrator shall assume that a 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 Claimant.

Experience Payment Eligibility Criteria

2. A Claimant will submit only one Application per Survivor Class Member. The Claims Administrator will pay Experience Payments to Approved Claimants as follows:
 - a) for each Survivor Class Member who attended at the Île-à-la-Crosse School for fewer than five School Years, Canada will pay up to ten thousand dollars (\$10,000) to one Approved Claimant; and
 - b) for each Survivor Class Member who attended at the Île-à-la-Crosse School for five or more School Years, Canada will pay up to fifteen thousand (\$15,000) to one Approved Claimant.
3. Attendance for any part, including a single day, of a School Year will be treated as one School Year.

Submitting Applications for an Experience Payment

4. There will be an Experience Payment Claim Form (the “Claim Form”), to be agreed upon between the Plaintiffs, Canada and the Claims Administrator.
5. The Claim Form will be standard and there will be variant annexes for each type of Claimant: one for Survivor Class Members, one for Personal Representatives of Survivor Class Members who are Persons Under Disability, and one for Estate Representatives of Deceased Survivor Class Members.
6. The Claim Form will state that the Claimants should include copies of any Supporting Documents when submitting an Application. Submission of original Supporting Documents will be accepted but discouraged. Supporting Documents include any documents that may be relevant to the issues of whether and for how long a putative Survivor Class Member attended as a student or for educational purposes at the Île-à-la-Crosse School. Supporting Documents can include, but are not limited to:
 - a) photographs;
 - b) correspondence;
 - c) school attendance records and/or yearbooks;
 - d) Survivor Class Members’ recorded audio or video statements regarding their attendance at the Île-à-la-Crosse School;
 - e) Survivor Class Members’ solemn declarations regarding their attendance at the Île-à-la-Crosse School;
 - f) other individuals’ sworn statements regarding the Survivor Class Member’s attendance at the Île-à-la-Crosse School; or
 - g) corroborating evidence filed by other Survivor Class Members in their Applications.

7. To make an Application for an Experience Payment, a Claimant must submit a Claim Form and any Supporting Documents to the Claims Administrator before Experience Payment Claims Deadline, which will be one year following the Implementation Date.
8. Applications will not be accepted for initial submission after the Experience Payment Claims Deadline, save for Claimants who submit Applications within the six (6) months following the Experience Payment Claims Deadline (the “Extension Period”) along with a reasonable explanation for their inability to file the Application on a timely basis. Assessment of the reasonableness of the late-filing of Applications within the Extension Period will be completed by the Claims Administrator, with no right of further assessment, review, reconsideration or appeal. Applications will not be accepted for initial submission after the Extension Period under any circumstances.
9. The Claims Administrator will review each Claim Form and Supporting Documents for completeness. A Claim Form will be considered complete if all required information is submitted to the Claims Administrator. Required information will be identified clearly on the Claim Form. If the Claim Form is complete, the Claims Administrator will provide the Claimant with confirmation of receipt of the Application. If any required information is missing from the Claim Form and/or Supporting Documents, the Claims Administrator will contact the Claimant and request that the Claimant provide the missing information before the Experience Payment Claims Deadline or, if approved, the Extension Period. If the Claims Administrator’s request for missing information is made within 60 days of the Experience Payment Claims Deadline or, if approved, the Extension Period, the Claimant will be able to submit the missing information by no later than 60 days following receipt of the request for missing information.
10. If a Claim Form is not completed before the Experience Payment Claims Deadline or, if approved, the Extension Period or 60 days following the Claims

Administrator's request for missing information (as applicable), the Application will be:

- a) assessed on the basis of the information provided, if the Claims Administrator, in its sole discretion, deems that assessment is possible; or
- b) not admitted into the Claims Process if the Claims Administrator, in its sole discretion, deems that assessment is not possible.

Initial Screening of Applications for an Experience Payment

- 11. The Claims Administrator shall not, without taking any further action, admit into the Claims Process any Application submitted with respect to an individual who died on or before December 8, 2003, or an individual who is not alleged to have attended the Île-à-la-Crosse School (the "Initial Screening").
- 12. The Claims Administrator will inform, in writing, every Claimant whose Application is not admitted into the Claims Process as a result of the Initial Screening. This Initial Screening non-admittance letter will:
 - a) provide clear reasons explaining that the application was not admitted into the Claims Process as a result of the Initial Screening; and
 - b) advising the Claimant that, if the initial Application included errors with regard to the Initial Screening eligibility criteria, there is an opportunity to resubmit the Application before the Experience Payment Claims Deadline. If the Claims Administrator's Initial Screening non-admittance letter is received within 60 days of the Experience Payment Claims Deadline or the Experience Payment Extension Deadline, the Claimant will be able to re-submit their Application by no later than 60 days following receipt of the Initial Screening non-acceptance letter.
- 13. Only Claimants whose Applications are not admitted into the Claims Process as a result of the Initial Screening will be permitted to re-submit their Application for an Experience Payment, within the guidelines set out above, and only one re-submission of an Application will be accepted per Claimant.

14. If an Application that is not admitted into the Claims Process as a result of the Initial Screening is not re-submitted before the Experience Payment Claims Deadline or 30 days following receipt of the Initial Screening non-admittance letter (as applicable), the non-admittance will become final. The Extension Period referred to in paragraph 8 does not apply to Claimants who are not admitted into the Claims Process because they died on or before December 8, 2003, or they are not alleged to have attended the Île-à-la-Crosse School.

Assessment of Experience Payment Eligibility

15. For each Application that is admitted into the Claims Process following the initial screening, the Claims Administrator will assess each Claimants' entitlement to an Experience Payment, and the quantum of the Experience Payment, as follows:
 - a) pursuant to the Claims Process Principles, and throughout the Claims Process, the Claims Administrator shall assume that a Claimant is acting honestly and in good faith unless there is reasonable evidence to the contrary;
 - b) the Claims Administrator shall establish a "Document Database" that shall be deemed to be applicable to all Applications that are admitted into the Claims Process, comprising:
 - i) any attendance information that may be provided by Canada, Saskatchewan, or Class Counsel, that assists in determining eligibility as a Survivor Class Member; and
 - ii) any documents produced by any third parties by their own volition and/or pursuant to Court order in the Consolidated Action;
 - c) the Claims Administrator will review and assess the entire Application, including:
 - i) the Claim Form;
 - ii) any Supporting Documents submitted by the Claimant; and

iii) the Document Database;

- d) based on review and assessment of the entire Application, the Claims Administrator will determine, on a balance of probabilities, whether the putative Survivor Class Member attended the Île-à-la-Crosse School during the Class Period and, if so, for how many School Years.

16. In conducting its assessment, the Claims Administrator will be bound by the following evidentiary guidelines:

- a) the Claims Administrator will accept all positive evidence of a putative Survivor Class Member's attendance at the Île-à-la-Crosse School that is contained in the Document Database, as determinative. For example, if the Saskatchewan Ministry of Education's records state that an individual attended the Île-à-la-Crosse School for the 1970-71 School Year, the Claims Administrator will accept that fact as proven on a balance of probabilities without need for further assessment in respect of the 1970-71 School Year;
- b) the Claims Administrator will disregard any absence of evidence of a putative Survivor Class Member's attendance at the Île-à-la-Crosse School in the Document Database. For example, if the Saskatchewan Ministry of Education's records do not state that an individual attended the Île-à-la-Crosse School for the 1970-71 School Year, the Claims Administrator will not consider this absence of evidence in its assessment. For greater clarity, any evidence in the Document Database that an individual did not attend the Île-à-la-Crosse School will be considered as part of this Claims Process; and

17. The Claims Administrator will inform every Claimant whose Application for an Experience Payment is approved for all School Years claimed, in writing.

18. If an Application is approved for more School Years than claimed, the assessment letter will provide clear reasons explaining the determination and advising that further documentation is not required.

19. Following assessment, the Claims Administrator will inform every Claimant whose Application is dismissed, or whose Application is approved for fewer School Years than claimed of its determination, in writing. This assessment letter will provide clear reasons explaining the determination and advising the Claimant that there is an opportunity to supplement their Application by submitting additional Supporting Documents before the Experience Payment Claims Deadline. If the Claims Administrator's assessment letter is received within 30 days of the Experience Payment Claims Deadline or after the Experience Payment Claims Deadline, the Claimant will be able to submit additional Supporting Documents by no later than 30 days following receipt of the Claims Administrator's assessment letter.
20. If a wholly or partially dismissed Application is not supplemented with additional Supporting Documents before the Experience Payment Claims Deadline or 60 days following (as applicable), the Claims Administrator's determination will become final.
21. If an Application is supplemented with additional Supporting Documents before the Experience Payment Claims Deadline or 60 days following (as applicable), the Claims Administrator will review and assess such additional Supporting Documents to generate a final determination. The principles set out in paragraphs 15 and 16 will apply to any reassessment and final determination.
22. The Claims Administrator's final determination will be communicated in writing to every Claimant.
23. The Claims Administrator's final determination will not be subject to any further assessment, review, reconsideration, or appeal.
24. No Applications, Supporting Documents, Application re-submissions, or any other documents in respect of Experience Payments will be accepted for submission after the Ultimate Claims Deadline under any circumstances.
25. The Claims Administrator shall seek guidance or clarification from the Parties as to the interpretation of the Settlement Agreement and Claims Process, or issues

that may arise in the process. The Parties will not be consulted, nor may they take part in determinations made by the Claims Administrator, regarding individual claims.

Schedule “E” – Estate Claims Protocol (Experience Payments)

Estate Claims Process Principles

1. Only one Application may be made in respect of a deceased Survivor Class Member.
2. The Application in respect of a deceased Survivor Class Member must be submitted by the Survivor Class Member’s **“Estate Representative(s)”**, as defined and set out below.
3. The Claims Process Principles, as defined in the Claims Protocol (Experience Payments), shall govern the Claims Administrator and the Parties throughout the Claims Process for Estate Representative Claims for Experience Payments.

Where there is an Estate Executor/Administrator/Trustee (“Executor” Applications)

4. If the estate of a deceased Survivor Class Member has a validly appointed Executor and/or Administrator and/or Liquidator and/or Trustee (collectively, an **“Executor”**), as determined by the Claims Administrator, the Executor will be the designated **Estate Representative**, and the only person who can submit an Application in respect of the deceased Survivor Class Member.
5. If the estate of a deceased Survivor Class Member has more than one Executor, as determined by the Claims Administrator, the Executors will jointly be the designated Estate Representatives, and shall jointly submit an Application in respect of the deceased Survivor Class Member.
6. The Executor(s) shall submit an Estate Representative Application on behalf of the estate of the deceased Survivor Class Member. In addition to all information required to make a Survivor Class Member Application, the Executor(s) shall include with the Application the following:
 - (a) proof of the death, which shall include the date of death, of the Survivor Class Member, which may be in the form of a death certificate, coroner’s

report, police report, proof of probate issued by a court, or solemn declaration confirming that the Survivor Class Member is deceased; and

- (b) proof that the Executor(s) has been appointed as the Executor of the deceased Survivor Class Member's estate, which may be in the form of a copy of the will of the deceased Survivor Class Member, probate issued by the court, or court order appointing the Executor(s).

Where there is no Executor/Administrator/Liquidator/Trustee ("Eligible Heir" Applications)

- 7. If a deceased Survivor Class Member died without a valid will and no Executor has otherwise been appointed, then the Eligible Heir or Designated Heir Claimant ranking highest in priority, as determined by the Claims Administrator, will be the only person who can submit an Application in respect of the deceased Survivor Class Member.
- 8. The Eligible Heir(s) ranking highest in priority shall be entitled to be paid the whole amount of any approved Application in respect of the deceased Survivor Class Member.
- 9. The "**Eligible Heirs**" entitled to make an Estate Representative Application in respect of a deceased Survivor Class Member and to receive the Experience Payment that would have been payable to the Survivor Class Member if they were alive are, in order of priority:
 - (a) the surviving **married spouse** of the deceased Survivor Class Member;
 - (b) the surviving **common-law spouse** of the deceased Survivor Class Member, if there is no surviving married spouse;
 - (c) if there is no surviving married spouse or common-law spouse, all of the **surviving biological or adoptive children** of the deceased Survivor Class Member; or

- (d) if there is no surviving married spouse, common-law spouse, or child, all of the **living siblings** of the deceased Survivor Class Member.
10. If there is only one Eligible Heir at the highest priority ranking, that Eligible Heir will be the designated Estate Representative, and the only person who can submit an Application in respect of the deceased Survivor Class Member for their own benefit.
 11. If there is more than one highest priority ranking Eligible Heir, then all the highest priority ranking Eligible Heirs will designate one of themselves as the “**Designated Heir Claimant**” for the purposes of submitting an Application for their joint benefit.
 12. Persons who died before January 30, 2026, are not Eligible Heirs.
 13. Family members other than Eligible Heirs (including but not limited to parents, grandparents, grandchildren, nephews or nieces, step-parents, foster parents, or guardians) are not entitled to submit an Estate Representative Claim Form on behalf of a deceased Survivor Class Member unless they are acting as Executor(s) as defined in paragraph 1, and any such Applications will be deemed invalid by the Claims Administrator and will not be admitted to the Claims Process. These individuals will benefit from the Settlement indirectly through the Legacy Fund.
 14. A single Eligible Heir or Designated Heir Claimant shall submit an Estate Representative Application in respect of the deceased Survivor Class Member, and, in addition to all information required to make a Survivor Class Member Application, shall include with the Application the following:
 - (a) proof of the death, including the date of death, of the Survivor Class Member, which may be in the form of a death certificate, coroner’s report, police report, or solemn declaration confirming that the Survivor Class Member is deceased;
 - (b) a solemn declaration that the Survivor Class Member died without a valid will, and that no Executor has been appointed by the court to administer the estate of the deceased Survivor Class Member;

- (c) for common-law spouses, living children, or living siblings, a solemn declaration that there are no known higher priority Eligible Heirs; and
- (d) proof of their relationship to the deceased Survivor Class Member, which may be:
 - (i) for a married spouse: a marriage certificate, a support order for separated but not divorced spouses, or a solemn declaration that the spouse and the deceased Survivor Class Member were married, including details of the place and date of marriage, and that they continued to be married at the time of death of the deceased Survivor Class Member;
 - (ii) for a common-law spouse: a solemn declaration that the spouse and the deceased Survivor Class Member had co-habited continuously for at least two years prior to the death of the deceased Survivor Class Member, and that they continued to cohabit at the time of death of the deceased Survivor Class Member;
 - (iii) for a living child: a long-form birth certificate, adoption order, child support order made against the deceased Survivor Class Member, or a solemn declaration that the deceased Survivor Class Member was their parent, which shall include sufficient details to satisfy the Claims Administrator of the parent-child relationship, which may include such things as family photographs, an obituary naming the Claimant as the deceased Survivor Class Member's child, or an attestation by another relative of the deceased Survivor Class Member; or
 - (iv) for a living sibling: a solemn declaration that the Claimant was a sibling of the deceased Survivor Class Member, which shall include sufficient details to satisfy the Claims Administrator of the sibling relationship, which may include such things as family photographs,

an obituary naming the Claimant as the deceased Survivor Class Member's sibling, or an attestation by another relative of the deceased Survivor Class Member.

- (e) for a Designated Heir Claimant, a solemn declaration confirming that they are the Designated Heir Claimant, and listing all of the Eligible Heir children or siblings on whose behalf the Application is made, including their names, dates of birth, current addresses and signatures.

General

15. The Claims Administrator will make all the decisions on the validity of each Estate Representative Application, the total amount of compensation to be paid in respect of each Estate Representative Application, and the distribution of the total amount of compensation to be paid in respect of each Estate Representative Application.
16. If only one Estate Representative Application in respect of a deceased Survivor Class Member is received by the Claims Administrator by the expiry of the Experience Payment Claims Deadline, the Claims Administrator shall review and assess the Application. For an approved Application:
 - (a) made by an Executor, payment will be made payable to "the Estate of" the deceased Survivor Class Member. Alternatively, if the deceased Survivor Class Member died with a valid will, payment of any approved Application on behalf of the estate of a deceased Survivor Class Member may be made to the payable to the Executor(s) at the direction of the Executor(s);
 - (b) made by an Eligible Heir who is a spouse, common-law spouse, single child, or single sibling, payment will be made to that Eligible Heir;
 - (c) made by a Designated Heir Claimant, payment of an equal share of the total amount of the Application approved in respect of the deceased Survivor Class Member will be made to each of the highest priority ranking Eligible Heir children or siblings. For example, if there are no surviving spouses and three

surviving children of a deceased Survivor Class Member, and the Application is approved for \$15,000, then each surviving child shall be paid \$5,000.

17. If the Claims Administrator receives more than one Estate Representative Application with respect to the same deceased Survivor Class Member before the expiry of the Experience Payment Claims Deadline, the Applications will be decided as follows:
 - (a) the Application submitted by an Executor will be accepted for assessment, if valid, and any other Application shall be dismissed without assessment and will not be admitted to the Claims Process;
 - (b) if no valid Application is submitted by an Executor, then the Application submitted by the highest priority ranking Eligible Heir or Designated Heir Claimant will be accepted for assessment, if valid, and any other Application shall not be admitted to the Claims Process; or
 - (c) if no valid Application is submitted by an Executor or Eligible Heir spouse or common-law spouse, and more than one Application is submitted by Eligible Heirs of the same priority ranking (children or siblings) without appointing a Designated Heir Claimant, then the Claims Administrator will dismiss the individual Applications without assessment. The Claims Administrator will contact all of the Eligible Heir Claimants of the same priority ranking to advise them that their individual Applications have been dismissed without assessment and to direct them to select a Designated Heir Claimant who shall submit one Application in respect of their joint Application before the Experience Payment Claims Deadline. If the Claims Administrator's direction regarding selection of a Designated Heir Claimant is made within 45 days of the Experience Payment Claims Deadline, the Designated Heir Claimant will be able to submit an Estate Representative Application by no later than 45 days following the Experience Payment Claims Deadline.

- (d) If more than one Designated Heir Claimant files an Application in respect of the same deceased Survivor Class Member, the Claims Administrator will combine the information from both Applications, and the eldest Designated Heir Claimant will be deemed to be the Designated Heir Claimant for the Claims administration process. The Claims Administrator will notify any other person who submitted an Application as the Designated Heir Claimant of their decision. The Claims Administrator will make no adverse inference in the event that combining two or more Applications from different Designated Heir Claimants produces conflicting information.
18. If the payment of an approved Application is made payable to the Executor(s), and not to the estate, then the Executor(s) will provide an undertaking by solemn declaration that the Experience Payment will be distributed in accordance with the terms of the deceased Survivor Class Member's will.
19. The Claims Administrator will assess each Estate Representative Application in accordance with the Claims Process, including the Claims Protocol (Experience Payments) for Applications by Survivor Class Members, and in accordance with the terms set out in this Estate Claims Protocol (Experience Payments).
20. In considering any Estate Representative Application, the Claims Administrator must recognize that the circumstances may require some flexibility in the type of documentation that can be produced to support the Application and the solemn declarations required, such as, but not limited to, the age of the deceased Survivor Class Member at the time they attended the School, the age of the Estate Representative Claimant(s), and the disappearance and destruction of records over time.
21. The Claims Administrator will make reasonable efforts to determine the validity of each Estate Representative Application within four months of receipt of a completed Application with all required information. The Claims Administrator will then notify the Claimant(s) in writing if the Application has been determined to be valid.

22. The Claims Administrator will inform every Estate Representative Claimant(s) whose Application is deemed invalid and not admitted to the Claims Process, in writing. This invalidity decision letter will provide clear reasons explaining the decision regarding invalidity and, except in the case of a competing Designated Heir Application as set out in paragraphs 17(c)-(d), advising the Claimant(s) that there is an opportunity to supplement their Application by submitting additional information in support of the validity of their Estate Representative Claim within 45 days of receipt of the invalidity decision letter. If the Claims Administrator's invalidity decision letter is received within 45 days of the Experience Payment Claims Deadline, the Claimant(s) will be able to submit additional information by no later than 45 days following the Experience Payment Claims Deadline.
23. If an Estate Representative Application that has been deemed invalid is not supplemented with additional information in support of validity within the stipulated timeframe, the Claims Administrator's determination of invalidity will become final.
24. If an Estate Representative Application is supplemented with additional information in support of validity within the stipulated timeframe, the Claims Administrator will review and assess such additional information to generate a final determination regarding validity. The Claims Administrator's final decision on validity, and therefore whether to admit the Application into the Claims Process, will be rendered within four months of receipt of the additional information, and communicated to the Claimant in writing.
25. If there is any dispute about who is entitled to receive the compensation payable for an approved Estate Representative Claim in respect of a deceased Survivor Class Member, the Claims Administrator will resolve the dispute, and make the payment first to the Executor, if one exists, or to the highest priority ranking Eligible Heir(s), in accordance with paragraph 17, above.
26. If the Claims Administrator identifies systemic issues with respect to its ability to validate Estate Representative Applications in accordance with the Claims Process within four months of the commencement of the claims administration

process, then it will seek further directions from Class Counsel and Canada, who may provide directions to the Claims Administrator about how Estate Representative Applications are to be assessed, and if necessary, seek court approval for revisions to this Claims Process to resolve the identified systemic issues.

27. The Estate Representative Claim Form will contain release, indemnity, and hold harmless provisions in favour of the Parties, Class Counsel, and the Claims Administrator.

SCHEDULE F

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 December 9, 2005 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

DRAFT

**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.

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)

Street Address

City Province/Territory Postal Code

()

Phone Number

Email Address

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

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.

Schedule “H” – Legacy Fund Distribution Plan

Île-à-la-Crosse School Settlement Corporation

Under the Settlement Agreement, the Parties have agreed that Canada will pay \$10 million (the “Legacy Fund”) to support commemoration, education, wellness/healing projects, truth-telling events, and culture and language (primarily the Métis language of Michif, but also Cree and Dene) restoration projects (“Legacy Projects”).

The Legacy Fund will be paid by Canada to the Île-à-la-Crosse School Legacy Settlement Corporation (the “Corporation”), within 30 days of the Implementation Date, to support Legacy Projects. The Corporation will be incorporated pursuant to *The Non-profit Corporations Act, 2022*, S.S. 2022, c. 25, prior to, or immediately following, the Implementation Date.

Any amount remaining of the \$27.335 million Experience Payments Fund, including earned interest, after all the Experience Payments have been distributed to approved Claimants, will be added to the Legacy Fund.

Applicants may apply to the Corporation for grants of funding for one or more Legacy Projects (“Proposal(s)”). Grants will be made from the Corporation in response to meritorious Proposals, in keeping with the purposes of the Legacy Fund.

Where possible and appropriate, local organizations in the Île-à-la-Crosse region will carry out the delivery of approved Legacy Projects in order to provide the benefit of such projects to Class Members, their families, and communities. Where appropriate, the Corporation itself may host commemoration events to engage the public and provide education about the legacy of Île-à-la-Crosse School and the experiences of former students and their families. The Legacy Fund is intended to benefit Class Members and their families and to complement and not duplicate government programs.

The Corporation will have a maximum of eight (8) Directors and a minimum of five (5) Directors, as approved by the Parties, one of whom shall be appointed by Canada.

Directors will be members of the Corporation. The Corporation will have a small administrative staff and will retain one or more qualified investment advisors or investment managers to provide investment advice in relation to the Legacy Fund. The administrative staff costs and general expenses of the Corporation will be first paid from investment income earned by the Legacy Fund, and then from the Legacy Fund if there is insufficient investment income to meet these expenses.

The Corporation will receive and invest the Legacy Fund for the benefit of the Class. The Corporation shall have the full discretion and authority to invest and reinvest the Legacy Fund in any kind of investment, including but not limited to stocks, bonds, mutual funds, and money market instruments that are in keeping with the prudent exercise of the Corporation's fiduciary obligations and distribution obligations.

The Corporation shall have the full discretion and authority to invest and reinvest the Legacy Fund and any investment income earned by the Fund in any kind of investment, including but not limited to stocks, bonds, mutual funds, and money market instruments that are in keeping with the prudent exercise of the Corporation's fiduciary obligations and distribution obligations to the Class.

The Corporation shall maintain proper accounting records of all financial transactions, including records of all income, expenditures, assets, and liabilities, in accordance with generally accepted accounting principles (GAAP) for not-for-profit organizations in Canada.

The Corporation shall continue until the Legacy Fund has been fully distributed.

It is anticipated that the Corporation will be wound up after the Legacy Fund has been fully distributed.

Advisory Committee

The Directors will have the guidance of an advisory committee, whose membership will be composed of Survivors or their family members (the "Advisory Committee"). Members of the Advisory Committee will be appointed by the Directors of the

Corporation, and will be members of the Corporation. Each member of the Advisory Committee will be appointed to serve for a two-year term, which may be renewed once at the discretion of the Directors. This Advisory Committee may have up to eight (8) members at any given time.

It is anticipated that the Advisory Committee will advise on guidelines and procedures for the selection of meritorious Proposals to receive grant funding and will assist with supporting Legacy Projects. The Advisory Committee will meet with the Directors not less than twice a year, by telephone, videoconference, or in person.

If any Advisory Committee member or Director of the Corporation has any interest (or conflict of interest) regarding a given Proposal, they shall declare the same interest or conflict prior to the evaluation and assessment of the given Proposal and shall not take part in any deliberations or decision-making regarding the said Proposal.

Proposal Funding Protocol

A proposal funding protocol (the "Proposal Funding Protocol") regarding the evaluation and assessment of Proposals will be proposed and approved by the Directors, after consulting with the Advisory Committee. The Proposal Funding Protocol may be modified or amended by the Directors from time to time, after consulting with the Advisory Committee. However, the Legacy Fund may not be used for any purpose other than the designated purposes set out in this Legacy Fund Distribution Plan, unless such changes are approved in advance by the Court.