



COURT FILE NUMBER K.B.G. 936 of 2025

COURT OF KING'S BENCH FOR SASKATCHEWAN

JUDICIAL CENTRE Saskatoon

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

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

**NOTICE OF APPLICATION FOR CERTIFICATION AND SETTLEMENT APPROVAL  
BROUGHT PURSUANT TO *The Class Actions Act***

TAKE NOTICE that the Plaintiffs will make an application for an order pursuant to *The Class Actions Act*. The application is to be heard as shown below:

Where Court of King's Bench, 520 Spadina Crescent E, Saskatoon

Date March 30-31, 2026

Time 10 a.m.

**Remedy claimed or sought:**

- I. The Applicants bring this application for an Order, on consent, substantially in the form attached as **Appendix "1"** to this Notice of Application (the "**Draft Order**"), addressing the following matters:
  - a. Certification of this proceeding as a class action for settlement purposes only, pursuant to *The Class Actions Act*, S.S. 2001, c. C-12.01;
  - b. Approval of the settlement agreement between the Plaintiffs and the Attorney General of Canada, dated January 28, 2026, attached as **Schedule "A"** to the Draft Order (the "**Settlement Agreement (Canada)**"), including the Addendum thereto attached as **Schedule "B"**;
  - c. Approval of the settlement agreement between the Plaintiffs and the Province of Saskatchewan, dated January 30, 2026, attached as **Schedule "C"** to the Draft Order (the "**Settlement Agreement (Saskatchewan)**"), including the Addendum thereto attached as **Schedule "D"**;

- d. Approval of the Data Disposition Protocol attached as **Schedule “E”** to the Draft Order;
- e. Approval of the Notices of Certification and Settlement Approval (the “**Settlement Approval Notices**”), substantially in the forms attached as, respectively, **Schedules “F”** and **“G”** to the Draft Order;
- f. Approval of the plan for disseminating the Settlement Approval Notices (the “**Phase II Notice Plan**”) attached as **Schedule “H”** to the Draft Order;
- g. Fixing a process and deadline for the delivery of requests to opt out of this proceeding;
- h. Appointment of Deloitte LLP as Claims Administrator for the Settlement Agreement (Canada) and the Settlement Agreement (Saskatchewan) (together, the “**Settlements**”);
- i. Appointment of Patti Shedden as the Assessor for the Settlements;
- j. Approval of the Claim Form for class member compensation applications substantially in the form attached as **Schedule “I”** to the Draft Order;
- k. Ancillary relief under *The Privacy Act*, R.S.S. 1978, c. P-24, and the *Personal Information Protection and Electronic Documents Act*, S.C. 2000, c. 5 (together, the “**Privacy Legislation**”), as required for the implementation of the Phase II Notice Plan and the Settlements; and
- l. Such further and other relief as counsel may request and this Honourable Court may permit.

**Grounds for making this application:**

2. This action concerns the Île-à-la-Crosse School, which was a boarding/residential school in operation from around 1860 to 1975-76. Students at the Île-à-la-Crosse School were primarily Métis, as well as First Nations, children;
3. The Plaintiffs allege that the Defendants contributed to the funding, oversight, management, and control of the Île-à-la-Crosse School. The Plaintiffs allege that the

Defendants were obligated to care for the students who attended the School, but failed to protect the students from harm;

4. This action is the consolidation of two previous proposed class proceedings advancing claims on behalf of former students of the Île-à-la-Crosse School and their families. In one of the predecessor actions, the Plaintiffs delivered their evidence for a contested application to certify this proceeding as a class action in February 2024, with responding and reply evidence exchanged by the parties over the Summer of 2024;
5. A contested certification application hearing was originally scheduled for May 26-28, 2025;
6. In 2024-2025, good faith, arm's length negotiations took place between the Plaintiffs and Defendants;
7. Settlement negotiations between the Plaintiffs and Attorney General of Canada ("**Canada**") resulted in the execution of an Agreement-in-Principle on February 26, 2025;
8. Settlement negotiations between the Plaintiffs and the Government of Saskatchewan ("**Saskatchewan**") resulted in the execution of an Agreement-in-Principle on September 29, 2025;
9. Following further negotiations, the Plaintiffs and Canada executed the Settlement Agreement (Canada) on January 28, 2026, and the Plaintiffs and Saskatchewan executed the Settlement Agreement (Saskatchewan) on January 30, 2026 (together, the "**Settlements**");
10. The proposed class is defined as:
  - Survivor Class** Every person who was alive on December 9, 2003, and who attended as a student or for educational purposes at the Île-à-la-Crosse School during the Class Period, including their estates, heirs, executors, administrators, personal representatives and/or trustees; and
  - Family Class** All persons who are a spouse, parent, child, grandchild, or sibling of a Survivor Class Member.
11. Under the Settlement Agreement (Canada), Canada will pay:

- a. \$27.335 million for “Experience Payments” to compensate Survivor Class Members for the harmful effects of attending the Île-à-la-Crosse School. Each Survivor Class Member (“**Survivor**”) will receive an Experience Payment of either:
    - i. up to \$10,000 for a Survivor who attended the Île-à-la-Crosse School for any part of one to four school years; or
    - ii. up to \$15,000 for a Survivor who attended the Île-à-la-Crosse School for five or more school years;
  - b. \$10 million to establish a Legacy Fund which will be used for projects that promote healing, wellness, reconciliation, education, Indigenous language preservation, and/or commemoration for Survivors, their families, and communities;
  - c. up to \$5 million for the costs of implementing the Settlement Agreement (Canada); and,
  - d. if the Settlement Agreement (Saskatchewan) is not approved, up to \$5 million towards the costs of the ongoing prosecution of the action against Saskatchewan.
12. Under the Settlement Agreement (Saskatchewan), Saskatchewan will pay the all-inclusive amount of \$40.2 million, which, in accordance with the Plaintiffs’ determination of the best interests of the Class, will be used to compensate Survivors who endured sexual abuse or serious physical abuse while at the Île-à-la-Crosse School. Any funds remaining after the payment of awards for abuse claims and payment of legal fees will be used to provide supplementary Experience Payments to Survivors who stayed in residence at the Île-à-la-Crosse School;
13. The Defendants have consented to the certification of this proceeding as a class action for purposes of effecting the Settlements;
14. The Plaintiffs have satisfied the criteria for certification pursuant to *The Class Actions Act*. In particular, the Plaintiffs have demonstrated that:
- a. they have pleaded viable causes of action against the Defendants;
  - b. there is an identifiable class of two or more people;

- c. the claims of the Class Members raise common issues;
  - d. a class action is the preferable procedure for the resolution of the common issues;  
and
  - e. they are qualified to act as representative plaintiffs for the Class;
15. If approved, the Settlements would resolve all claims as between the Class Members and the Defendants and lead to the complete resolution of this action;
  16. The Plaintiffs and their lawyers have concluded that the Settlements are fair, reasonable, and are in the best interests of the Class;
  17. The Data Disposition Protocol was developed by the parties in consultation with Deloitte LLP. It sets out reasonable and effective terms for protecting the confidentiality of information and documents provided by claimants under the Settlements;
  18. The Settlement Approval Notices and the Phase II Notice Plan were developed by the parties in consultation with Deloitte LLP. The Phase II Notice Plan is substantially similar to the notice plan approved by this Court with respect to the first phase of notice, respecting the Notices of Hearing of Certification and Settlement Approval;
  19. The Settlement Approval Notices and the Phase II Notice Plan will provide broad and effective notice of the certification of the action as a class proceeding consent settlement purposes, the approval of the Settlements, the opportunity to opt out of the class action, and the processes to claim compensation under the Settlements;
  20. The Phase II Notice Plan contains a reasonable process for the receipt of requests to opt out of the class action;
  21. Deloitte LLP is the proposed Claims Administrator, and has substantial experience in disseminating notices respecting class action settlements and administering class action settlements, including in class actions on behalf of Indigenous persons and communities, and involving claims of historical abuse;
  22. Deloitte LLP was selected by the parties as proposed Claims Administrator from a field of five candidates following a competitive proposal process, and has consented to be appointed as such;

23. The relief sought with respect to the Privacy Legislation is necessary for the execution of the Phase II Notice Plan, is in the best interests of the proposed Class, and is consistent with the objectives of class proceedings generally;
24. Patti Shedden is an esteemed class action and sexual abuse lawyer who has specific experience assisting Indigenous survivors of institutional abuse with class action claims processes and working with claims administrators to assess the validity of claims, and she has agreed to be appointed Assessor for the Settlement Agreement (Saskatchewan);
25. The proposed Claim Form was developed by the parties with the input of Deloitte LLP, in line with the principles that govern the proposed claims process, including being trauma-informed and culturally sensitive;
26. The Defendants consent to the Draft Order; and
27. Such further and other grounds as counsel may advise and this Honourable Court may permit.

**Material or evidence to be relied on:**

28. the affidavit of Louis Gardiner, sworn the 27<sup>th</sup> day of February, 2024, and filed;
29. the affidavit of Louis Gardiner, sworn the 16<sup>th</sup> day of March, 2026, and filed;
30. the affidavit of Margaret Aubichon, sworn the 23<sup>rd</sup> day of February, 2024, and filed;
31. the affidavit of Margaret Aubichon, sworn the 13<sup>th</sup> day of March, 2026, and filed;
32. the affidavit of Melvina Aubichon, sworn the 28<sup>th</sup> day of February, 2024, and filed;
33. the affidavit of Melvina Aubichon, sworn the 13<sup>th</sup> day of March, 2026, and filed;
34. the affidavit of Emile Janvier, sworn the 23<sup>rd</sup> day of February, 2024, and filed;
35. the affidavit of Emile Janvier, sworn the 13<sup>th</sup> day of March, 2026, and filed;
36. the affidavit of Duane Favel, sworn the 26<sup>th</sup> day of February, 2024, and filed;
37. the affidavit of Duane Favel, sworn the 13<sup>th</sup> day of March, 2026, and filed;
38. the affidavit of Donna Janvier, sworn the 23<sup>rd</sup> day of February, 2024, and filed;
39. the affidavit of Donna Janvier, sworn the 13<sup>th</sup> day of March, 2026, and filed;

40. the affidavit of Herbert Norton, sworn the 13<sup>th</sup> day of March, 2026, and filed;
41. the affidavit of David Chartier, sworn the 16<sup>th</sup> day of March, 2026, and filed;
42. the affidavit of Joshua Merchant, to be sworn and filed;
43. the affidavit of Chanpreet Pabla, to be sworn and filed;
44. the affidavit of Guillaume Vadeboncoeur, sworn the 13<sup>th</sup> day of March, 2026, and filed;
45. the affidavit of Patti Shedden, sworn the 16<sup>th</sup> day of March, 2026, and filed;
46. the joint affidavit of Dr. Amanda Fehr and Dr. Katya Macdonald, sworn the 28<sup>th</sup> day of February, 2024, and filed;
47. the affidavit of Dr. Katya Macdonald, sworn the 29<sup>th</sup> day of August, 2024, and filed;
48. the affidavit of Dawn Campbell, sworn the 16<sup>th</sup> day of July, 2024, and filed;
49. the affidavit of Dawn Campbell sworn the 16<sup>th</sup> day of March, 2026, and filed;
50. the affidavit of Peter Gorham, sworn the 9<sup>th</sup> day of July, 2025, and filed;
51. the affidavit of Peter Gorham, sworn the 6<sup>th</sup> day of January, 2026, and filed;
52. the affidavit of Shauna Stewart, sworn the 25<sup>th</sup> day of February, 2026, and filed;
53. the pleadings in this action; and
54. such further and other evidence as counsel may advise and this Honourable Court may permit.

**Applicable rules:**

55. *The King's Bench Rules*, Sask. Gaz. December 27, 2013, 2684, rr. 3-93, 3-96;

**Applicable Acts and Regulations:**

56. *The Class Actions Act*, S.S. 2001, c. C-12.01, ss. 6(1), 14, 21(1), 22(1), 24(1), 25(1), and 38(1);
57. *Personal Information Protection and Electronic Documents Act*, S.C. 2000, c. 5; and
58. *The Privacy Act*, R.S.S. 1978, c. P-24.

DATED at Toronto, Ontario, this 16<sup>th</sup> day of March, 2026.



Margaret L. Waddell

**NOTICE**

If you do not come to Court either in person or by your lawyer, the Court may give the applicant(s) what they want in your absence. You will be bound by any order that the Court makes. If you want to take part in this application, you or your lawyer must attend in Court on the date and at the time shown at the beginning of the form. If you intend to rely on an affidavit or other evidence when the application is heard or considered, you must reply by giving reasonable notice of the material to the applicant.

**CONTACT INFORMATION AND ADDRESS FOR SERVICE:**

**If prepared by a lawyer for the party:**

Name of firm: **Sotos LLP**  
Name of lawyer in charge of file: Margaret L. Waddell  
Address of legal firm: 600-55 University Ave  
Toronto, Ontario M5J 2H7  
Telephone number: 416.977.2413  
Email: [mwaddell@sotos.ca](mailto:mwaddell@sotos.ca)

Name of firm: **Goldblatt Partners LLP**  
Name of lawyer in charge of file: Tina Q. Yang  
Address of legal firm: 1039-20 Dundas Street West  
Toronto, Ontario M5C 2C2  
Telephone number: 416.979.6972  
Fax number: 416.591.7333  
Email: [tyang@goldblattpartners.com](mailto:tyang@goldblattpartners.com)

Appendix “1”

COURT FILE NUMBER K.B.G. 936 of 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

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

**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 affidavit of Louis Gardiner, sworn the 16th day of March, 2026; the affidavit of Margaret Aubichon, sworn the 13th day of March, 2026; the affidavit of Melvina Aubichon, sworn the 13th day of March, 2026; the affidavit of Emile Janvier, sworn the 13th day of March, 2026; the affidavit of Duane Favel, sworn the 13th day of March, 2026; the affidavit of Donna Janvier, sworn the 13th day of March, 2026; the affidavit of Herbert Norton, sworn the 13th day of March, 2026; the affidavit of

David Chartier, sworn the 16th day of March, 2026; the affidavit of Chanpreet Pabla, sworn the \_\_\_th day of March, 2016; the affidavit of Joshua Merchant, sworn the \_\_\_th day of March, 2026; the affidavit of Guillaume Vadeboncoeur, sworn the 13th day of March, 2026; the affidavit of Patti Shedden, sworn the 16th day of March, 2026; the affidavit of Shauna Stewart, affirmed the 25th day of February, 2026; the affidavit of Dawn Campbell, sworn the 16th day of March, 2026; 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 6th day of January, 2026, and on reading the submissions of the Plaintiffs and 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”**, together with the corrections addendum attached hereto as **Schedule “B”**, and the Settlement Agreement with the Province of Saskatchewan (“Saskatchewan”), attached hereto as **Schedule “C”**, together with the corrections addendum attached hereto as **Schedule “D”** (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-Croix 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 all persons who are a spouse, parent, child, grandchild, or sibling of a 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 to s. 35 of the *Constitution Act, 1982*; 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 28, 2026 (**Schedule “A”**), inclusive of all of its schedules and the corrections addendum at **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.
12. The Settlement Agreement between Saskatchewan and the Plaintiffs dated January 30, 2026 (**Schedule “C”**), inclusive of all of its schedules and the corrections addendum at **Schedule “D”**, 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 “E”** hereto is hereby approved and shall be implemented and enforced in accordance with its terms.
14. Deloitte LLP 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. Patti Shedden is appointed as the Assessor pursuant to the Settlement Agreement between Saskatchewan and the Plaintiffs dated January 30, 2026.
17. The Claims Administrator, in consultation with Plaintiffs' counsel, shall securely provide a list of putative Class Members to the Saskatchewan Public Guardian and Trustee ("PGT"). The PGT shall keep such list secure and confidential, and shall only use it to identify clients of the PGT who may be Class Members in this action and to prepare and submit claims under the Settlements.
18. The delivery of a list of putative Class Members to the PGT pursuant to paragraph 17 of this order is authorized under s. 7(3)(c) of the *Personal Information Protection and Electronic Documents Act*, S.C. 2000, c. 5, and s. 4(1)(c) of *The Privacy Act*, R.S.S. 1978, c. P-24.
19. 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 forms of the Long- and Short-Form Notices of Certification and Settlement Approval attached as in **Schedules "F" and "G"** hereto, and in the manner set out in the Phase II Notice Plan attached as **Schedule "H"** hereto.
20. The delivery of putative Class Member contact information to the Claims Administrator by Plaintiffs' counsel, pursuant to the Phase II Notice Plan, is authorized under s. 7(3)(c) of the *Personal Information Protection and Electronic Documents Act*, S.C. 2000, c. 5, and s. 4(1)(c) of *The Privacy Act*, R.S.S. 1978, c. P-24.

21. The Claim Form, attached hereto as **Schedule “I”**, is hereby approved, subject to non-substantive revisions as may be agreed between the Parties and the Claims Administrator.
22. 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.
23. 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.
24. 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.
25. The Settlement Agreements are binding on the Parties and all Class Members, including Persons Under Disability, and the estates of Class Members.
26. 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.
27. 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.

28. 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 (“**Releasers**”) 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 Releaser 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.
29. 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.

30. 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.
31. 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.
32. No person may bring any claim or action or take any proceedings against the Parties, the Parties' counsel, the Claims Administrator, the Assessor, or any of their respective past and current elected officials, partners, officers, directors, employees, parents, subsidiaries,

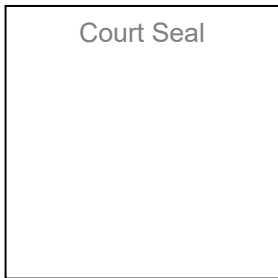
agents, associates, representatives, predecessors, successors, beneficiaries or assigns for any matter in any way relating to the implementation of this Order or the Settlement Agreements, except with leave of this Court and based upon demonstrating exceptional circumstances.

33. 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.
34. In the event of a conflict between this Order and either Settlement Agreement, this Order shall prevail.
35. 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.
36. 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.
37. 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.

38. There shall be no costs of this application.

ISSUED at Saskatoon, Saskatchewan, this \_\_\_\_ day of March, 2026.



\_\_\_\_\_  
Local Registrar

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

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SETTLEMENT AGREEMENT (CANADA)

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**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 Releasers”) 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 Releaser 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 Releaser or by any other person, group, or legal entity on behalf of or as representative for the Survivor Class Releaser.

For greater certainty, Survivor Class Releasers 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 Releaser 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 Releasers 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 Releasers”) 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 Releaser 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 Releaser or by any other person, group, or legal entity on behalf of or as representative for the Family Class Releaser.

For greater certainty, Family Class Releasers 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.

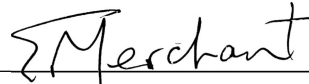
22. The Parties will enter into a separate agreement (“Fee Agreement”) as to the legal fees, disbursements and related taxes payable by Canada to Class Counsel in relation to the Class Action up to the date of Settlement Approval. Approval of the Settlement Agreement is not contingent on approval of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

Signed this 26<sup>th</sup> day of February, 2025




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Margaret L. Waddel  
Sotos LLP  
Lawyers for the Gardiner Plaintiffs




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Evatt Merchant  
Merchant Law Group LLP  
Lawyers for David Chartier




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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 <sup>28<sup>th</sup></sup> day of <sup>January</sup> ~~March~~, 2024.



**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 9<sup>th</sup> day of December, 2005.

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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 Émile 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

**CONTACT INFORMATION AND ADDRESS FOR SERVICE**

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SCHEDULE C

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 9<sup>th</sup> 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 \*<sup>TH</sup> 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.



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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.**

DRAFT

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

**OPT-OUT FORM**

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

I understand that by opting out:

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

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

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

By signing this Form, I acknowledge that:

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

\_\_\_\_\_

Date

\_\_\_\_\_

Name  
(Class Member or Estate Representative  
or Personal Representative)

**Class Member Information:**

\_\_\_\_\_

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

\_\_\_\_\_

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.

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

Street Address

---

City	Province/Territory	Postal Code
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(      )

---

Phone Number

Email Address

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Relationship to the Class Member

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

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

The Class Member is deceased

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

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

## 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.

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

Settling Defendant

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SETTLEMENT AGREEMENT ADDENDUM (CANADA)

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**WHEREAS:**

- A. The Parties hereto entered into a Settlement Agreement on January 28, 2026.
- B. The Settlement Agreement permitted amendment by the Parties in writing.
- C. Schedule "D" – Claims Protocol (Experience Payments) and Schedule "E" – Estate Claims Protocol (Experience Payments) to the Settlement Agreement were identified as draft documents, to be finalized as a later date.

**NOW THEREFORE:**

The Parties have consented and agreed to amend the terms of the Settlement Agreement as per the Corrections Addendum to the Settlement Agreement attached hereto as Schedule "1".

The Parties have consented and agreed to the terms of a final Claims Protocol (Experience Payments), attached hereto as Schedule "2", which shall form Schedule "D" to the Settlement Agreement.

The Parties have consented and agreed to the terms of a final Estate Claims Protocol (Experience Payments), attached hereto as Schedule "3", which shall form Schedule "E" to the Settlement Agreement.

IN WITNESS WHEREOF the Parties have executed this Agreement, as of this 16th day of March, 2026.



\_\_\_\_\_  
For the Plaintiffs  
Sotos LLP



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For the Plaintiffs  
Goldblatt Partners LLP



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For the Plaintiffs

Merchant Law Group LLP

*Sean Sass*

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**ATTORNEY GENERAL OF CANADA**

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Per: Sean Sass / Josh Seib / Jayme Anton

**Counsel for the Defendant, Attorney General of Canada**

## Schedule “1” – Corrections Addenda

Section 1.01 of the Settlement Agreement, “Approval Date”, is hereby deleted and replaced with the following:

“**Approval Date**” means the date the Court issues the Certification and Settlement Approval Order;

Section 6.01 of the Settlement Agreement is hereby deleted and replaced with the following:

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 Non-profit Corporations Act, 2022* 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.

Section 14.02 of the Settlement Agreement is hereby deleted and replaced with the following:

The Certification and Settlement 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 Releasers”) 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.

## **Schedule 2 – 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, the Claims Administrator will pay one Experience Payment of up to ten thousand dollars (\$10,000); and
  - 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 one Experience Payment of up to fifteen thousand dollars (\$15,000).

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

3. There will be an Experience Payment Claim Form (the “Claim Form”), to be agreed upon between the Plaintiffs, Canada and the Claims Administrator.
4. 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.
5. 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
  - g) attendance at the Île-à-la-Crosse School; or
  - h) corroborating evidence filed by other Survivor Class Members in their Applications.

6. 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.
7. Applications will not be accepted by the Claims Administrator 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 by the Experience Payment Claims Deadline. 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.
8. 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 determined as 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 in writing and request that the Claimant provide the missing information. Missing information must be provided by the Claimant no later than: the Experience Payment Claims Deadline or, if approved, within the Extension Period, or, if later, 60 days following the date of the request for missing information.
9. 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**

10. The Claims Administrator shall not 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").
11. 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. The 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) advise the Claimant that, if the initial Application does not meet the Initial Screening eligibility criteria, there is an opportunity to correct or supplement the Application before the Experience Payment Claims Deadline. The Claimant will be able to correct or supplement their Application in response to the Claims Administrator's Initial Screening non-admittance letter by the later of: the Experience Payment Claims Deadline or, if approved, the Extension Period, or no later than 60 days following the date of the Initial Screening non-acceptance letter.
12. If an Application that is not admitted into the Claims Process by the Claims Administrator as a result of the Initial Screening is not corrected or supplemented before the Experience Payment Claims Deadline or, if approved, the Extension Period, or, if later, 60 days following the date of the Initial Screening non-admittance letter (as applicable), the non-admittance decision will become final. The Extension Period referred to in section 7 does not apply to Applications that

are not admitted into the Claims Process because they are made in respect of an individual who died on or before December 8, 2003, or who is not alleged to have attended the Île-à-la-Crosse School.

### **Assessment of Experience Payment Eligibility**

13. 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) the Claims Administrator shall establish a "Document Database", for the exclusive use of the Claims Administrator, 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 to the Claims Administrator 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;
  - b) 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;
  - c) 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.
14. In conducting its assessment, the Claims Administrator shall follow and 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 even if the individual's Claim Form includes alternative or contradictory information; and
  - 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.
15. For each Application where the Claims Administrator's initial assessment is to wholly dismiss the Application, the Assessor (as defined in the Settlement Agreement (Saskatchewan)) shall be provided with the initial assessment file for secondary assessment. The Claims Administrator shall adopt the Assessor's secondary assessment as its final determination of the Application.
16. The Claims Administrator will inform Claimants in writing of one of the following ("Assessment Letter"):
- a) Approval: the approval of their Application for an Experience Payment. 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.

- b) Wholly Dismissed: the dismissal of their Application, with clear reasons explaining the determination and advising the Claimant there is an opportunity to supplement their Application by submitting additional Supporting Documents by the later of: the Experience Payment Claims Deadline or 60 days after the date of the Claims Administrator's Assessment Letter.
  - c) Partially Dismissed: approval for fewer than five School Years of attendance when five or more School Years of attendance are claimed in the Application. 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 latter of: the Experience Payment Claims Deadline and or 60 days after the date of the Claims Administrator's Assessment Letter.
17. 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.
  18. 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 sections 14 and 16 will apply to any reassessment and final determination.
  19. The Claims Administrator's final determination will be communicated in writing to each Claimant.
  20. The Claims Administrator's final determination will not be subject to any further assessment, review, reconsideration, or appeal.

## **Persons Under Disability**

21. An eligible Claimant who is a Person Under Disability may have their Application filed by a Personal Representative. A Personal Representative may include an individual appointed by a court representation order, an individual named as Power of Attorney, a Public Guardian and Trustee, or the Administrator of Property where one has been appointed by Indigenous Services Canada.
22. The Personal Representative must fill in all sections of the Claim Form that apply to the Claimant, and also all sections that apply to them as a Personal Representative.
23. The Personal Representative must provide sufficient and appropriate documentary evidence of legal appointment as Personal Representative over the Claimant's property/finances. Examples include: a signed Power of Attorney or protection mandate, a Provincial or Territorial court appointment order (including appointment of a Public Guardian and Trustee) or a Federal Appointment Order for the Administrator of Property.
24. An Application submitted by a putative Personal Representative shall be reviewed by the Claims Administrator upon receipt. The Claims Administrator shall not, without direction from the Parties or an order of the Court, admit into the Claims Process any Application submitted by an individual who is not a valid Personal Representative of an eligible Claimant.
25. If only one Application in respect of an eligible Claimant is received by the Claims Administrator by the expiry of the Experience Payment Claims Deadline, the Claims Administrator shall review and assess the Application.
26. If more than one putative Personal Representative submits an Application in respect of the same eligible Claimant, the Claims Administrator will determine which, if any, of the putative Personal Representatives has the right to act as Personal Representative in the Claims Process. The Claims Administrator will assess the Application filed by the valid Personal Representative and notify any

other person who submitted an Application in respect of the same eligible Claimant of their decision.

27. The Claims Administrator will make reasonable efforts to determine the validity of each Application submitted by a Personal Representative within four months of receipt of a completed Application with all required information. The Claims Administrator will then notify the Personal Representative in writing if the Application has been determined to be valid.
28. The assessment of whether a person is a valid Personal Representative of an eligible Claimant forms part of the Initial Screening of an Application.
29. The Claims Administrator will inform every putative Personal Representative who submits an Application that is deemed invalid and not admitted to the Claims Process, in writing. This Initial Screening non-admittance letter will provide clear reasons explaining the decision regarding invalidity and, except in the case of a competing Application submitted by a putative Personal Representative as set out in section 26, advising the putative Personal Representative that there is an opportunity to submit additional information in support of the validity of their claim to Personal Representative status. Missing information must be provided by the putative Personal Representative no later than: the Experience Payment Claims Deadline or, if approved, within the Extension Period, or, if later, 60 days following the date of the request for missing information.
30. If an Application submitted by a putative Personal Representative 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.
31. If an Application submitted by a putative Personal Representative 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 putative Personal Representative in writing.

32. Compensation issued for Claimants who are Persons Under Disability will be made payable to the Claimant, to the attention of the Personal Representative, unless otherwise prescribed by the applicable appointment order.
33. Additional requirements, guidance and instructions relating to Persons Under Disability may be included in the Claim Form.

### **General**

34. 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.
35. 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.
36. Where this Protocol refers to a communication in writing from the Claims Administrator to a Claimant, if the Claimant has designated a person to receive copies of written communications, the Claims Administrator shall also send a copy of the communication to that designated person.

## **Schedule 3 – 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 Applications 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, or proof of probate issued by a court; 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 who are over the age of 18;

- (d) if there is no surviving married spouse, common-law spouse, or child, all of the **living siblings** of the deceased Survivor Class Member; or
  - (e) if there is no surviving married spouse, common-law spouse, child or sibling, all of the **living grandchildren** of the deceased Survivor Class Member who are over the age of 18.
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. A Designated Heir Claimant shall not be a Person Under Disability or a person under the age of 18.
  12. Persons who died before January 30, 2026, or persons who are under the age of 18, are not Eligible Heirs.
  13. Family members other than Eligible Heirs (including but not limited to parents, grandparents, 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 section 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, or police report;
- (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;

- (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; or
- (v) for a living grandchild: a long-form birth certificate, adoption order, or child support order made against the deceased Survivor Class Member's child, and the deceased Survivor Class Member's child's long-form birth certificate, adoption order, or child support order made against the 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, siblings, or grandchildren 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. An Estate Representative Application submitted by an Executor Claimant shall be reviewed by the Claims Administrator upon receipt. The Claims Administrator shall not, without direction from the Parties or an order of the Court, admit into the Claims Process any Application submitted by an individual who is not a valid Executor of a Survivor Class Member's estate.

17. If only one Eligible Heir or Designated Heir 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, single sibling, or single grandchild, 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, siblings or grandchildren. 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.
  
18. 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, siblings or grandchildren) 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 by no later than: the Experience Payment Claims Deadline, or, if approved, within the Extension Period, or, if later, 60 days following the date of the Initial Screening non-acceptance letter.
  - (d) If more than one Designated Heir Claimant submits an Application in respect of the same deceased Survivor Class Member, the Claims Administrator will combine the information from the 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.
19. 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.
20. The Claims Administrator will assess each Estate Representative Application in accordance with the Claims Process, including the Claims Protocol (Experience

Payments), and in accordance with the terms set out in this Estate Claims Protocol (Experience Payments).

21. 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.
22. 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.
23. The assessment of whether an Estate Representative Claimant is a valid Estate Representative of a Survivor Class Member's estate forms part of the Initial Screening of an Application, as defined in the Claims Process (Experience Payments).
24. 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 Initial Screening non-admittance 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 sections 18(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 Application. Missing information must be provided by the Claimant no later than: the Experience Payment Claims Deadline or, if approved, within the Extension Period, or, if later, 60 days following the date of the request for missing information.

25. 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.
26. 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.
27. If there is any dispute about who is entitled to receive the compensation payable for an approved Estate Representative Application 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 section 19.
28. If the Claims Administrator identifies systemic issues with respect to its ability to validate Estate Representative Applications in accordance with the Claims 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.
29. The Estate Representative Claim Form will contain release, indemnity, and hold harmless provisions in favour of the Parties, Class Counsel, and the Claims Administrator.

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

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SETTLEMENT AGREEMENT (SASKATCHEWAN)

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**WHEREAS:**

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

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

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

## **INTERPRETATION**

### **1.01 Definitions**

In this Agreement, the following definitions apply:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

“**Implementation Date**” means the latest of:

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

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

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

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

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

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

**“Person Under Disability”** means

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

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

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

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

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

“**Survivor Class Member**” means every person who was alive on December 9, 2003, and who attended as a student or for educational purposes at the Île-à-la-Crosse School during the Class Period, including their estates, heirs, executors, administrators, personal representatives and/or trustees; and

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

#### **1.02 No Admission of Liability**

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

#### **1.03 Headings**

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

#### **1.04 Extended Meanings**

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

### **1.05 No Contra Proferentem**

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

### **1.06 Statutory References**

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

### **1.07 Day For Any Action**

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

### **1.08 Final Order**

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

### **1.09 Currency**

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

### **1.10 Compensation Inclusive**

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

### **1.11 Schedules**

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

Schedule A Agreement in Principle, dated September 29, 2025

Schedule B Distribution Protocol

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

Schedule D Opt-Out Form

### **1.12 No Other Obligations**

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

### **1.13 Entire Agreement**

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

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

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

**1.14 Benefit of the Agreement**

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

**1.15 Applicable Law**

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

**1.16 Counterparts**

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

**1.17 Official Languages**

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

**COMING INTO EFFECT**

**2.01 Effective Date of Agreement**

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

**2.02 Effective in Entirety**

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

## **SETTLEMENT FUND**

### **3.01 Compensation to Be Paid**

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

### **3.02 Purpose of the Saskatchewan Settlement Fund**

The Parties acknowledge that the Saskatchewan Settlement Fund is intended to resolve the “four pillars” of the Class Members’ claims, being: common experience; individual abuse; legacy healing, wellness, education, language, culture and commemoration; and legal fees, disbursements, and costs for administration of this Settlement Agreement.

### **3.03 Allocation of the Saskatchewan Settlement Fund**

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

### **3.04 Separate Accounts**

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

### **3.05 Social Benefits**

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

## **ABUSE COMPENSATION CLAIMS PROCESS**

### **4.01 Abuse Compensation Claims Principles**

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

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

### **4.02 Making Abuse Compensation Applications**

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

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

### **4.03 Assessing Abuse Compensation Applications**

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

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

#### **4.04 Timing of Abuse Compensation Applications**

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

### **LEGAL FEES AND DISBURSEMENTS AND HONORARIA**

#### **5.01 Fees**

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

#### **5.02 Honoraria**

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

#### **5.03 Individual Legal Fees**

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

## **IMPLEMENTATION OF THIS AGREEMENT**

### **6.01 Certification and Settlement Approval Order**

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

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

### **6.02 Notice Plan (Certification and Settlement Approval)**

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

## **OPTING OUT**

### **7.01 Right to Opt Out**

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

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

### **7.02 Inadvertent Opt Out**

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

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

## **PAYMENTS TO ESTATE EXECUTORS OR PERSONAL REPRESENTATIVES**

### **8.01 Compensation if Deceased**

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

### **8.02 Person Under Disability**

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

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

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

## **ABUSE COMPENSATION CLAIMS PROCESS**

### **9.01 Principles Governing Claims Administration**

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

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

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

## **THE CLAIMS ADMINISTRATOR**

### **10.01 Duties of the Claims Administrator**

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

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

### **10.02 Appointment of the Claims Administrator**

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

### **10.03 Costs of Claims Process**

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

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

## **RELEASES**

### **11.01 Survivor Class Member Releases**

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

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

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

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

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

### **11.02 Family Class Member Releases**

The Approval Order issued by the Court will declare that:

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

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

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

### **11.03 Deemed Consideration by Saskatchewan**

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

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

**TERMINATION AND OTHER CONDITIONS**

**12.01 Termination of Agreement**

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

**12.02 Amendments**

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

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

**12.03 No Assignment**

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

**CONFIDENTIALITY & RECORDS**

**13.01 Confidentiality**

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

### **13.02 Retention of Survivor Class Member Records**

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

### **13.03 Confidentiality of Negotiations**

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

## **COOPERATION**

### **14.01 Cooperation with Saskatchewan**

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

### **14.02 Public Announcements**

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

IN WITNESS WHEREOF the Parties have executed this Settlement Agreement, as of this  
\_29th\_ day of January, 2026.



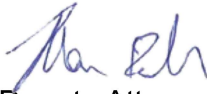
\_\_\_\_\_  
For the Plaintiffs  
Sotos LLP



\_\_\_\_\_  
For the Plaintiffs  
Goldblatt Partners LLP



\_\_\_\_\_  
For the Plaintiffs  
Merchant Law Group LLP



\_\_\_\_\_  
Deputy Attorney General  
For Saskatchewan

**SCHEDULE A**

**AGREEMENT IN PRINCIPLE**

**Entered as of September 29, 2025**

**BETWEEN:**

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

**and**

**THE GOVERNMENT OF SASKATCHEWAN**

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

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

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

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

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

**AND WHEREAS** the parties desire a fair, comprehensive and final resolution of the legacy of the Île-à-la-Crosse School, including by providing compensation for Former Student and Family Class Members;

**AND WHEREAS** the parties further desire the preservation and promotion of the cultural and linguistic heritage, and the healing and wellness of the Former Student and Family Class Members, and their communities harmed by the Île-à-la-Crosse School;

**AND WHEREAS** the parties agree that this Agreement in Principle should form the basis of a comprehensive settlement of the Government of Saskatchewan's alleged liability to the Former Student and Family Class Members of Île-à-la-Crosse School, and that the settlement is made in the spirit of building a positive relationship and promoting reconciliation for the historical injustices and ongoing inequalities faced by the Métis peoples of Saskatchewan;

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

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

## I. DEFINITIONS

1. The following definitions shall apply to this agreement:
  - a. “Class” means any person who was alive on December 9, 2003, and who attended as a student or for educational purposes at the Île-à-la-Crosse school, including their estates, heirs, executors, administrators, personal representatives and/or trustees (the “Former Student Class” or “Former Student Class Members”); and any spouse, parent, child, grandchild, or sibling of a Former Student Class Member, or the surviving spouse of a deceased Former Student Class Member (the “Family Class” or “Family Class Members”);
  - b. “Class Action” means the proposed class proceeding *Gardiner et al. v. The Attorney General of Canada et al.* (KBG-SA-00936-2025), which represents a consolidation of the proposed class actions titled *Chartier et al. v. Attorney General of Canada and the Government of Saskatchewan*, Court File No. KBG-RG-02036-2005, and *Gardiner et al. v. The Attorney General of Canada and His Majesty the King in Right of the Province of Saskatchewan*, Court File No. KBG-SA-01263-2022;
  - c. “Class Counsel” means the law firms representing the plaintiffs in the Class Action, being Sotos LLP, Goldblatt Partners LLP, and Merchant Law Group LLP;
  - d. “Class Period” means January 1, 1860, to December 31, 1976;
  - e. “Combined Settlement Order” means the consent certification and settlement approval order that will include and incorporate the terms of settlement reached between the plaintiffs and the Government of Canada to settle the Class Action as against it, as well as the terms of this settlement;
  - f. “Court” means the Saskatchewan Court of King’s Bench;
  - g. “Family Class Member” means any spouse, parent, child, grandchild, or sibling of a “Former Student Class Member”, or the surviving spouse of a deceased Former Student Class Member; and

- h. “Former Student” or “Former Student Class Member” means every person who was alive on December 9, 2003, and who attended as a student or for educational purposes at the Île-à-la-Crosse School during the Class Period, including their estates, heirs, executors, administrators, personal representatives and/or trustees.

## **II. CERTIFICATION FOR SETTLEMENT PURPOSES**

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

## **III. COMPENSATION**

- 3. The Government of Saskatchewan will pay \$40.2 million (\$40,200,000, the “Settlement Fund”), in full and final settlement of the “four pillars” of the Class Members’ claims, being: common experience; individual abuse; legacy healing, wellness, education, language, culture and commemoration; and legal fees, disbursements, and the costs associated with the administration of the settlement.
- 4. To effectuate the distribution of any experience payments or damages for individual abuse claims for Former Student Class Members, the claim process is intended to be simple, expedited, trauma-informed, and cost-effective, as approved by the Court. The claim process will be administered by a third-party class actions administration firm, as appointed and approved by the Court.

#### **IV. SETTLEMENT IMPLEMENTATION**

5. The parties will finalize a Final Settlement Agreement based upon this Agreement in Principle as soon as possible.
6. The parties will make a joint announcement of the Agreement in Principle on a mutually agreed date and at a mutually agreed location. The parties will cooperate in planning for the joint announcement.
7. The Government of Saskatchewan will consent to the discontinuance of the Class Action as against it, without costs, upon satisfaction of its obligations under the terms of the Final Settlement Agreement. The plaintiffs are obligated to file the discontinuance as against the Government of Saskatchewan upon satisfaction of the Final Settlement Agreement by the Government of Saskatchewan.
8. Neither this Agreement in Principle nor the Final Settlement Agreement shall be binding until approved by the Court pursuant to *The Class Actions Act*, SS 2001, c C-12.01.

#### **Release**

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

#### **Social Benefits or Social Assistance Benefits**

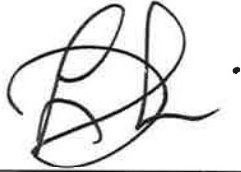
10. The Government of Saskatchewan will ensure that the receipt of any payments under a settlement approved by the Court in the Class Action will not be regarded as income or impact on eligibility for any provincially administered social benefits or income assistance benefits available or payable to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

#### **Legal Fees**

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

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

Signed this 29th day of September, 2025



**LOUIS GARDINER**



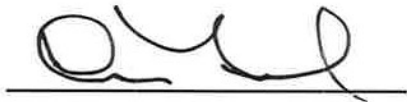
**MARGARET AUBICHON**



**MELVINA AUBICHON**



**EMILE JANVIER**



**DUANE FAVEL**



**DONNA JANVIER**

**THE GOVERNMENT OF SASKATCHEWAN**

Per: 

**Premier of Saskatchewan,  
Scott Moe**

## **Schedule “B” – Distribution Protocol**

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

### **Legal Fees**

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

### **Claims Administration**

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

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

### **Abuse Compensation Payments**

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

(continues on next page)

### Abuse Compensation Grid

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

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

### **Experience Payments**

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

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

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

## SCHEDULE C

COURT FILE NUMBER KBG-SA-00936-2025

COURT OF KING'S BENCH FOR SASKATCHEWAN

JUDICIAL CENTRE SASKATOON

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

DEFENDANTS The Attorney General of Canada and the Government of  
Saskatchewan

Court  
Seal

Brought under *The Class Actions Act*

### CERTIFICATION AND SETTLEMENT APPROVAL ORDER

Order made this \_\_\_\_ day of \_\_\_\_\_, 2026.

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

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

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

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

### **CERTIFICATION**

2. This action is certified as a class action for settlement purposes.
3. The Class is defined as:
  - a. **Survivor Class** means every person who was alive on December 9, 2003, and who attended as a student or for educational purposes at the Île-à-la-Crosse School during the class period, including their estates, heirs, executors, administrators, personal representatives and/or trustees. For greater clarity, “**Île-à-la-Crosse School**” means the Île-à-la-Crosse School and residence in operation approximately during the Class Period, also known as the Île-à-la-Crosse Mission School or the Île-à-la-Crosse Boarding School. The Île-à-la-Crosse School does not include the Rossignol School, any other school run by the Île-à-la-Crosse School Division, or any other school remaining in operation following the Class Period; and

- b. **Family Class** means any spouse, parent, child, grandchild, or sibling of a Survivor Class Member, or the surviving spouse of a deceased Survivor Class Member.
4. The **Class Period** means between January 1, 1860, to December 31, 1976.
5. The following persons are appointed as Representative Plaintiffs:
  - a. for the Survivor Class: Louis Gardiner, Margaret Aubichon, Melvina Aubichon, and Emile Janvier; and
  - b. for the Family Class: Duane Favel and Donna Janvier.
6. The claims asserted against Canada are: breach of fiduciary duty; negligence; breach of Aboriginal rights pursuant s. 35 of the *Constitution Act, 1987*; and breach of international law.
7. The claim asserted against Saskatchewan is negligence.
8. The relief claimed by the Class Members is: declarations that Canada breached fiduciary, statutory, and common law duties owed to the plaintiffs and Class Members; a declaration that Saskatchewan breached its common law duty owed to the plaintiffs and Class Members; and damages, including general, aggravated, special, punitive, and exemplary damages.
9. The common issues are:

***Breach of common law duties***

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

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

***Breach of fiduciary duty***

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

***Breach of statutory duty***

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

**SETTLEMENT APPROVAL**

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

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

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

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

their elected officials, servants, agents, officers and employees (“**Releasees**”) from any and all claims, demands, actions, suits or causes of action of every nature or kind available, that have been brought or which could have been brought in this action, whether known or unknown, asserted or unasserted, under or pursuant to any statute, regulation, international legal instrument, common law, Québec civil law, or equity, including for damages, contribution, indemnity, costs, expenses, and interest, which any such Releasor ever had, now has, or may hereafter have, directly or indirectly, arising from or in any way relating to or by way of any subrogated or assigned right or otherwise in relation to the claims in the Consolidated Statement of Claim filed March 24, 2025 and the claims asserted previously in Court File No. KBG 1263 of 2022, *Gardiner et al. v. The Attorney General of Canada and His Majesty the King in Right of the Province of Saskatchewan* and in Court File No. QBG 2036 of 2005, *Chartier v. Attorney General of Canada and The Government of Saskatchewan* (formerly *Aubichon et al. v. Attorney General of Canada and The Government of Saskatchewan*) (the “**Released Claims**”). This release includes any such claim made, or that could have been made, against the Releasees in any proceeding, whether asserted directly by the Releasor or by any other person, group, or legal entity on behalf of, or as representative for, the Releasors and notwithstanding the discovery or existence of any different or additional facts; and

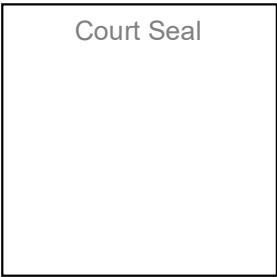
- b. Releasors are also deemed to agree to release the Parties, the Parties’ counsel, the Claims Administrator, and the Assessor with respect to any claims that arise or could arise out of the application of the Claims Process, including but not limited to the sufficiency of the compensation received.

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

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

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

ISSUED at Saskatoon, Saskatchewan, this \_\_\_\_ day of March, 2026.



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Local Registrar

1394-5438-3130, v. 7

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## SCHEDULE D

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

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

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

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

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

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

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

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

You can submit this form in one of four ways:

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

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

3. By mailing the form to:

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

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

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

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

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**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.

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Date

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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)

\_\_\_\_\_  
Street Address

\_\_\_\_\_  
City                                      Province/Territory                                      Postal Code

(       )

\_\_\_\_\_  
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.

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 GOVERNMENT OF SASKATCHEWAN

Settling Defendant

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SETTLEMENT AGREEMENT ADDENDUM (SASKATCHEWAN)

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**WHEREAS:**

- A. The Parties hereto entered into a Settlement Agreement on January 30, 2026.
- B. The Settlement Agreement permitted amendment by the Parties in writing.

**NOW THEREFORE:**

The Parties have consented and agreed to amend the terms of the Settlement Agreement as per the Corrections Addendum to the Settlement Agreement attached hereto as Schedule "1".

IN WITNESS WHEREOF the Parties have executed this Agreement, as of this \_\_\_\_\_ day of March, 2026.

\_\_\_\_\_  
For the Plaintiffs  
Sotos LLP

  
\_\_\_\_\_  
For the Plaintiffs  
Goldblatt Partners LLP

\_\_\_\_\_  
For the Plaintiffs  
Merchant Law Group LLP

  
\_\_\_\_\_  
Max Bilson, K.C., Deputy Attorney General  
For the Government of Saskatchewan

## Schedule “1” – Corrections Addenda

Recital “F” in the Settlement Agreement is hereby deleted and replaced with the following:

On September 29, 2025, the Plaintiffs and the Province of Saskatchewan (“Saskatchewan”) entered into an Agreement in Principle with respect to the settlement of the Consolidated Action as against Saskatchewan.

Section 1.01 of the Settlement Agreement, “Abuse Compensation Application”, is hereby deleted and replaced with the following:

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

Section 1.01 of the Settlement Agreement, “Approval Date”, is hereby deleted and replaced with the following:

**“Approval Date”** means the date the Court issues the Certification and Settlement Approval Order;

Section 1.01 of the Settlement Agreement, “Approved Abuse Compensation Claimant”, is hereby deleted and replaced with the following:

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

Section 1.01 of the Settlement Agreement, “Approved Experience Payment Claimant”, is hereby deleted and replaced with the following:

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

Section 1.01 of the Settlement Agreement, “Estate Representative”, is hereby deleted and replaced with the following:

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

Section 3.05 of the Settlement Agreement is hereby deleted and replaced with the following:

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

Section 4.02 of the Settlement Agreement is hereby deleted and replaced with the following:

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

To make an Application for Abuse Compensation, a Claimant must submit an Abuse Compensation Claim Form and any supporting documents to the Claims Administrator before the Abuse Compensation Claims Deadline.

Section 7.01 of the Settlement Agreement is hereby deleted and replaced with the following:

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 D**, and sending the Opt-Out Form to the Claims Administrator no later than ninety (90) days after the first publication of the Notice of Certification and Settlement Approval by the Claims Administrator.

Section 8.01 of the Settlement Agreement is hereby deleted and replaced with the following:

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

Section 8.02 of the Settlement Agreement is hereby deleted and replaced with the following:

If an Approved Abuse Compensation Claimant is or becomes a Person Under Disability prior to their receipt of Abuse Compensation, the Personal Representative of the Survivor Class Member will be paid, for the benefit of the

Approved Claimant, the compensation to which the Survivor Class Member would have been entitled under the Claims Process.

Section 10.03 of the Settlement Agreement is hereby deleted and replaced with the following:

Only the costs of the Claims Process for making Abuse Compensation payments, incremental costs of making a partial preliminary payment of the Experience Payments, and the costs of the supplementary Experience Payments set out in the Distribution Protocol will be paid from the Saskatchewan Settlement Fund. The costs of the assessment and determination of the duration of a Survivor Class Member's attendance at the Île-à-la-Crosse School will be paid by Canada as part of its contribution to the costs of administering its Settlement Agreement, unless the Settlement Agreement (Canada) is not approved by the Court.

Section 12.03 of the Settlement Agreement is hereby deleted and replaced with the following:

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

Section 13.02 of the Settlement Agreement is hereby deleted and replaced with the following:

If requested, the Claims Administrator will return the original records of all Abuse Compensation Claimants in its possession within one (1) year of completing the administration of any settlements of the Consolidated Action. If an Abuse Compensation 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 Abuse Compensation Claimant's request. If an Abuse Compensation Claimant requests that their records be forwarded to the National Centre for Truth and Reconciliation, then the Claims Administrator will arrange for the records to be delivered as requested, and provide confirmation to the Abuse Compensation Claimant.

Paragraph 1 of the Distribution Protocol, being Schedule "B" to the Settlement Agreement, is hereby deleted and replaced with the following:

The Saskatchewan Settlement Fund will be paid to Class Counsel and to the Claims Administrator within 10 Business Days of the Implementation Date, as set out below.

Paragraph 2 of the Distribution Protocol, being Schedule "B" to the Settlement Agreement, is hereby deleted and replaced with the following:

Saskatchewan shall pay to Class Counsel eight million five hundred thousand dollars (\$8,500,000.00), inclusive of all applicable taxes, for legal fees and disbursements from the Saskatchewan Settlement Fund, within 10 Business Days of the Implementation Date.

Paragraph 3 of the Distribution Protocol, being Schedule "B" to the Settlement Agreement, is hereby deleted and replaced with the following:

If the Court does not approve legal fees and disbursements to be paid to Class Counsel from the Saskatchewan Settlement Fund, or approves an amount less than \$8,500,000.00, any court-approved amounts for legal fees and disbursement

shall be paid by Saskatchewan to Class Counsel from the Saskatchewan Settlement Fund within 10 Business Days of the Implementation Date.

Paragraph 4 of the Distribution Protocol, being Schedule “B” to the Settlement Agreement, is hereby deleted and replaced with the following:

Saskatchewan will pay thirty-one million seven hundred thousand dollars (\$31,700,000.00), or whatever greater sum is left over in the Saskatchewan Settlement Fund after the payment of legal fees and disbursements to Class Counsel (the “Net Saskatchewan Settlement Fund”), to the Claims Administrator within 10 Business Days of the Implementation Date for the purpose of paying out compensation to Approved Abuse Compensation Claimants and Approved Experience Payment Claimants, as described herein and in the Claims Process, and the incidental costs of administering the Saskatchewan Settlement.

Paragraph 6 of the Distribution Protocol, being Schedule “B” to the Settlement Agreement, is hereby deleted and replaced with the following:

The incremental administrative costs associated with the Claims Administrator distributing an initial partial payment of Experience Payments to Approved Experience Payment Claimants will be paid out of the Net Saskatchewan Settlement Fund. In addition, the costs associated with the administration of this Settlement Agreement, over and above any costs associated with the administration of the Settlement Agreement (Canada), will be paid out of the Net Saskatchewan Settlement Fund. An initial sum of one million, two hundred and fifty thousand dollars (\$1,250,000.00) shall be reserved from the Net Saskatchewan Settlement Fund by the Claims Administrator for payment of these costs.

Paragraph 7 of the Distribution Protocol, being Schedule “B” to the Settlement Agreement, is hereby deleted and replaced with the following:

If the Claims Administrator anticipates at any point during the claims administration process that the costs associated with administration of the Settlement Agreement (Saskatchewan), over and above any costs associated with the administration of the Settlement Agreement (Canada), will exceed \$1,250,000.00, it will notify Class Counsel immediately, provide an estimate of the additional sum necessary to be set aside for costs of settlement administration, and work proactively with Class Counsel to identify cost-saving measures.

Paragraph 8 of the Distribution Protocol, being Schedule “B” to the Settlement Agreement, is hereby deleted and replaced with the following:

If the Claims Administrator estimates that the costs associated with administration of the Settlement Agreement (Saskatchewan), over and above any costs associated with the administration of the Settlement Agreement (Canada), will exceed \$1,500,000.00, it will notify Class Counsel immediately. The additional costs associated with administration must either be: a) agreed upon by the Plaintiffs and Class Counsel, in consultation with the Claims Administrator; or b) approved by the Court.

Paragraph 10 of the Distribution Protocol, being Schedule “B” to the Settlement Agreement, is hereby deleted and replaced with the following:

For each Approved Abuse Compensation Claimant whose Abuse Compensation Application is approved by the Claims Administrator or the Assessor by the Abuse Compensation Claims Deadline, a partial payment of up to 50% of the maximum Abuse Compensation payment to which the Claimant is entitled shall be made no later than one month following approval of the Abuse Compensation Application.

## Île-à-la-Crosse Class Action Settlements

### Data Collection and Disposition Protocol

#### GENERAL

A. *This document is the Protocol for Data Disposition with respect to the Settlement Agreements between a) Louis Gardiner, Margaret Aubichon, Melvina Aubichon, Emile Janvier, Duane Favel, and Donna Janvier and The Attorney General of Canada; and b) Louis Gardiner, Margaret Aubichon, Melvina Aubichon, Emile Janvier, Duane Favel, and Donna Janvier and The Government of Saskatchewan, as approved by the Saskatchewan Court of King's Bench on \_\_\_\_\_, 2026 (the "Settlement Agreements" or "SAs").*

B. *Apart from direct quotation, where an SA refers to "Application", "Experience Payment Application" or "Abuse Compensation Application", it will be referred to as "Application" in this Protocol.*

C. *Interpretation of this Data Disposition Protocol: Capitalized terms are defined either in the Settlement Agreements or otherwise in this Data Disposition Protocol. For example, under the SAs, "Day" refers to Business Day, being a day other than a Holiday.*

#### A. Introduction

1. The Claims Administrator and any third-party organization retained to assist with effecting notice of court approval of the Settlement Agreements (the "Notice Provider") will collect, process, and retain data and documentation throughout the Claims Process. The content, communications, and information provided by Claimants, Canada and Saskatchewan may contain personal and sensitive information. The Claims Administrator and Notice Provider understand the importance of maintaining privacy and commit to the confidential management and destruction of the data and documentation upon its end of use.
2. All information collected and used by the Claims Administrator and the Notice Provider for the purpose of administering these Settlement Agreements is subject to this Data Disposition Protocol. Any and all information collected and retained by the Claims Administrator and Notice Provider may not be shared with any other party, other than prescribed under the Settlement Agreements and associated Protocols.

#### B. Summary of Collected Data

3. Data collected and processed throughout the Claims Process will include the following ("Claimant Information"):

- a. **Information provided within the Applications** – This includes information and documents, both required and optional, requested to evaluate Applications for eligibility and compensation. This includes requests for missing information, additional information, and reconsideration requests. This information may be retained in a hard copy or digital format.
- b. **Information provided throughout the Claims Process** – This includes queries, communications, and feedback provided throughout the Claims Process, which may not be contained in the Application. This information may be retained in a hard copy or digital format.
- c. **Information about the content provided** – This information may include data about the content submitted physically and digitally (i.e., metadata). Examples can include the date(s) of submission, or the file name of a digital file uploaded as part of an Application.

**C. Use of Collected Data**

- 4. The Claims Administrator will limit its collection of data to what is necessary to perform the assigned responsibilities specified in the Settlement Agreements. These tasks include:
  - a. Identification of the Survivor Class Members and/or their Estate Representatives and/or Eligible Heirs and/or Personal Representatives;
  - b. Determining the potential Claimant's eligibility;
  - c. Determining the Experience Payment and/or Abuse Compensation for Approved Claimants;
  - d. Conducting due diligence on Claimants, including where possibly not acting in good faith; and
  - e. Providing a trauma-informed, culturally sensitive, expeditious, cost-effective, user-friendly, and confidential process aimed at reducing the burden on Claimants and likelihood of re-traumatization.
- 5. Additionally, the Notice Provider may collect data to support fulfillment of the following:
  - a. PIPEDA-compliant subscription to and distribution of marketing and communications;
  - b. Use of website cookies and tracking technologies (e.g., analytics, remarketing, and conversion tracking) to measure engagement, improve digital services, and support marketing and outreach activities, in compliance with applicable privacy laws; and

#

- c. Development and distribution of communications materials to the Class that do not contain personally identifying information, instead using aggregate statistics, general updates, or informational resources.
6. All transfers of Claimant information between Canada, Saskatchewan, the Notice Provider, and the Claims Administrator will occur through encrypted and access-controlled channels (e.g., secure portals, SFTP, or equivalent), with chain-of-custody tracking. Where possible, Claimant information transferred between the Notice Provider and Claimant or between the Claims Administrator and Claimants will occur through encrypted and access-controlled channels (e.g., secure portals, SFTP, or equivalent), with chain-of-custody tracking.

**D. Data Disposition**

7. The data and documentation collected during the Claims Process, including all digital and physical copies, will be retained by the Claims Administrator and the Notice Provider for the duration of the Claims Process and for the entire retention period.
8. The data and documentation will be retained for a retention period that will conclude two years following the distribution of the last decision letter.
9. Following the retention period, if a Claimant has elected not to have their Claimant Information returned to them, and subject to any court order, dispute, or other legal obligation, the Claims Administrator and Notice Provider will destroy all data and documentation in their possession that was received or collected during the Claims Process. Notwithstanding the foregoing, the Claims Administrator shall retain a registry containing, for all Approved Claimants, names, dates of birth, addresses, and any claim number assigned by the Claims Administrator (the "**Payment Registry**"). The Payment Registry shall be maintained by the Claims Administrator indefinitely, subject to the joint direction of the Parties or order of the Court.
10. If a Claimant has elected not to have their Claimant Information returned to them, the Claims Administrator will destroy all physical and digital copies of data, as per NIST 800-88 Rev.1 media sanitization guidelines and ISO/IEC 21964 destruction standards. The standards are summarized as follows:
  - a. Physical documents maintained on paper will be shredded in such a way that the data cannot be read or retrieved.

- b. Digital media, including information on servers, will be disposed of in such a way that identification, or the re-identification, of sensitive data will not be possible. Notwithstanding the foregoing, published assets including digital advertisements, Facebook posts, and the website may be archived and not destroyed.
11. Certification of destruction will be provided to Class Counsel, Canada and Saskatchewan following the destruction of data and documentation by the Claims Administrator and Notice Provider.
12. The Claims Administrator will provide/return Claimant Information back to the Claimant, unless the Claimant has elected not to have their Claimant Information returned to them, in which case the original documentation will be returned to the Claimant, and a copy kept and subsequently destroyed according to this Protocol.
13. The Claims Administrator will provide notice on Claim Forms and supplementary materials that, if the Claimant elects not to have their Claimant Information returned to them, information and documentation submitted will not be returned nor copies made available (save for original documentation as discussed above), and that the Claims Administrator is not subject to the Privacy Act, R.S.C. 1985, c. P-21 but remains subject to applicable privacy legislation, including PIPEDA and provincial equivalents.
14. Development and distribution of communications materials that do not contain personal data relating to any Claimants or their claims, such as general updates, or informational resources (websites, toolkits, ads etc.) are exempt from data disposition requirements of this Protocol.
15. Reporting Materials will not contain Protected Personal Information relating to any Claimants or their claims and will be produced only in aggregated and de-identified format to prevent re-identification. Any reporting documentation will be maintained and disposed of according to the Claims Administrator's Records Retention Policy. Notwithstanding the Claims Administrator's Records Retention Policy, the Notice Provider may retain de-identified, aggregate reporting metrics that do not identify any individual or community ("**Aggregate Reporting Data**") for the limited purposes of:
  - a. Maintaining internal legacy records and benchmarks; and
  - b. Preparing credentials, case studies, and informing strategies and responses for future programs. Aggregate Reporting Data will be protected with administrative, technical, and physical safeguards appropriate to the sensitivity of the data and consistent with

applicable law, court orders, settlement agreements, and organizational privacy/security policies.

16. The Claims Administrator and Notice Provider will maintain logs of all retention, transfer, and destruction activities under this Protocol, available for review by the Parties or the Court upon request.

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## ÎLE-À-LA-CROSSE SCHOOL CLASS ACTION LAWSUIT

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### NOTICE OF CERTIFICATION AND SETTLEMENT APPROVAL

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**If you or one of your family members attended the Île-à-la-Crosse Boarding/Mission School, please read this information carefully because it affects your legal rights.**

Pour lire cet avis en français, veuillez cliquer [ici](#) en ligne ou vous pouvez envoyer un courriel à [info@ILEXSettlement.ca](mailto:info@ILEXSettlement.ca) ou appeler 1-833-700-7458.

[followed by translations into the other Languages]

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There are final settlements in a class action lawsuit on behalf of former students of the Île-à-la-Crosse School and their families.

A judge certified the class action and approved the two Settlement Agreements on **XXX XX, 2026**. The settlements involve compensation from the Governments of Canada and Saskatchewan for Survivors, as well as other benefits. The Settlement Agreements are now binding on all Survivor Class and Family Class members who do not opt out by **XXX XX, 202X**. These settlements include:

- “Experience Payments”, which are compensation to eligible Survivors (or their estates or heirs) for cultural harms;
- “Abuse Compensation”, which is compensation to eligible Survivors (or their estates or heirs) for serious physical abuse and/or sexual abuse endured at the School; and
- the “Legacy Fund”, which will provide funding to support heritage, language, healing and commemoration initiatives for Survivors, their families, and communities.

To learn more, read this notice or visit this website: [www.ILEXSettlement.ca](http://www.ILEXSettlement.ca). You can also call or email the class action lawyers (who are called “Class Counsel”) using the contact information on the last page of this notice.

There’s also a shorter version of this notice that’s quicker to read. You can read it online [here](#) or email [info@ILEXSettlement.ca](mailto:info@ILEXSettlement.ca) or call 1-833-700-7458 for a paper copy.

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#### WHAT THIS NOTICE CONTAINS

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1. What’s a class action lawsuit?
2. What’s this lawsuit about?
3. Who’s included in the lawsuit?
4. What’s in the settlement with Canada?
5. What’s in the settlement with Saskatchewan?

6. How do I submit an application for compensation?
7. How are the applications decided?
8. When will I receive my payment?
9. Will I have to pay legal fees?
10. What if I do not want to be part of the class action?
11. How do I get more information?

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## 1. WHAT'S A CLASS ACTION LAWSUIT?

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A class action is a type of lawsuit where a small group of people sues on behalf of a larger group of people who have similar legal claims, instead of each person suing on their own. Class actions can be a way to make it easier for a group of people to get compensation for harms or abuses committed against them all together. Suing as individuals may be difficult due to costs, exposure to trauma, or other obstacles.

The larger group of people is called the “Class”. If you fit into the description of the Class, you’re automatically included in a class action lawsuit unless you decide to “opt out” (which means to exclude yourself). The smaller group of people, who represent the Class’s legal interests, are called the plaintiffs.

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## 2. WHAT'S THIS LAWSUIT ABOUT?

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The Île-à-la-Crosse Boarding School (also sometimes called the Île-à-la-Crosse Mission School, the Île-à-la-Crosse residential school, or just the “Île-à-la-Crosse School”) operated from around 1860 to 1975-76. It was one of the first boarding schools in Canada established for Indigenous children. The students were primarily Métis, as well as First Nations children from Northern Saskatchewan.

This certified class action lawsuit is called *Gardiner v. The Attorney General of Canada and the Province of Saskatchewan* (Court File Number KBG 936 of 2025). There was another proposed class action lawsuit about the Île-à-la-Crosse School (*Aubichon v The Attorney General of Canada and the Province of Saskatchewan*), but the two actions were combined.

The plaintiffs in this lawsuit are six Survivors and Intergenerational Survivors. They argued that the Governments of Canada and Saskatchewan contributed to the funding, oversight, management, and control of the Île-à-la-Crosse School. They argued that Canada and Saskatchewan breached their duties to care for the students who attended the School, and failed to protect them from harm, and so the Governments should pay compensation to the Survivors. These allegations have not been proven in court. Instead, the parties agreed to the Settlement Agreements.

Both Canada and Saskatchewan have acknowledged that Survivors of the Île-à-la-Crosse School suffered harms.

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## 3. WHO'S INCLUDED IN THE LAWSUIT?

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There are two groups, or “Classes”, of people involved in this lawsuit:

**Survivor Class**

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. This includes day students/“day schoolers”.

**Family Class**

All persons who are a spouse, parent, child, grandchild, or sibling of a Survivor Class Member.

This lawsuit is limited to claims against Canada and/or Saskatchewan for things that happened at, or because of, the Île-à-la-Crosse School and residence that was closed around 1975-76.

The Oblates of Mary Immaculate and Grey Nuns (of the Catholic Church) were involved with the operation of this School and residence. None of those organizations/entities were part of this lawsuit, and the Settlement Agreements don't apply to them.

This lawsuit doesn't include anything that happened at the Rossignol School that is run by the Île-à-la-Crosse School Board. The Rossignol School started up in 1975-76 without the involvement of the Catholic Church and hasn't ever had a residence.

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**4. WHAT'S IN THE SETTLEMENT WITH CANADA?**

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Canada has agreed to pay \$27.335 million for “Experience Payments”, to reflect that Survivors all experienced harmful effects from attending the School. Each Survivor will get an Experience Payment of either:

- up to \$10,000 for a Survivor who attended the School for four or fewer school years; or
- up to \$15,000 for a Survivor who attended the School for five or more school years.

This includes partial school years, no matter how short the part was.

For Survivors who were alive on December 9, 2003, but have died since then, the compensation will go to their estate (to be distributed by their estate executor(s), administrator(s), *etc.*). If the Survivor died without a will, and there was never an estate administrator appointed, then the compensation will go to the Survivor's living heirs, if the heirs can provide proof.

The heirs who are eligible to submit an application for Experience Payments are a deceased Survivor's:

- spouse;
- common-law spouse if there was no spouse by marriage;
- children if they didn't have a spouse or common-law spouse when they died;
- siblings if there are no living children; or
- grandchildren if there are no living siblings.

If \$27.335 million isn't enough to pay out all the Experience Payments, each Experience Payment will be reduced proportionately, meaning that everybody's compensation will be reduced by the same percentage. An expert has estimated that there were approximately 2,060 Survivors alive on December 9, 2003, so it's unlikely that there will be any reduction in Experience Payments.

If there's money left over after all the Experience Payments have been paid out, the rest of the \$27.335 million will go to the Legacy Fund.

The Legacy Fund is a pool of money that will be used to fund “Legacy Projects” for the benefit of Survivors, their families and communities. Legacy Projects are projects that will promote healing, wellness, reconciliation, education, commemoration, and/or Indigenous language (Michif, as well as Cree and Dene) preservation.

Canada will pay \$10 million into the Legacy Fund, plus any of the money left over from the Experience Payments fund. The Legacy Fund will be governed and administered by Survivors, through a not-for-profit corporation, with a fair, transparent process for funding Legacy Projects.

The settlement with Canada also includes up to \$5 million for the costs of settlement administration (this includes things like processing the applications for compensation, answering people’s questions, calculating how compensation will be paid, and sending out the money)

You can read a full copy of the Settlement Agreement with Canada online [here](#) or email [info@ILEXSettlement.ca](mailto:info@ILEXSettlement.ca) or call 1-833-700-7458 for a paper copy.

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## 5. WHAT’S IN THE SETTLEMENT WITH SASKATCHEWAN?

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The settlement money from Saskatchewan is intended to resolve the following “four pillars” of the Survivor’s claims, being: common experience; individual abuse; legacy healing, wellness, education, language, culture and commemoration; and legal fees and settlement administration costs. In accordance with the Plaintiffs’ determination of the best interests of the Survivors, the settlement money will be split up as follows:

- first, to pay Abuse Compensation to students who experienced serious physical abuse or sexual abuse at the Île-à-la-Crosse School;
- second, to top up Experience Payments only for residential students/Survivors who stayed overnight in the residence; and
- to pay legal fees and settlement administration costs.

The Abuse Compensation for serious physical abuse or sexual abuse will be paid out at four different levels, ranging from \$50,000 to \$235,000, depending on how severe the abuse was, and how severe its effects have been. Any Abuse Compensation will be paid on top of an Experience Payment.

Compensation for Survivors who died after December 9, 2003, will go to the Survivor’s estate or heirs, if they can provide proof. Spouses, common-law spouses, children or siblings may all be eligible heirs. Grandchildren aren’t eligible to apply for Abuse Compensation.

The amount of the Experience Payment top-up will depend on how much is paid out in Abuse Compensation. The top-up payment will only be for residential students (or their estates or heirs) to reflect the additional harms they endured at the Île-à-la-Crosse School residence and will be paid proportionately based on the number of years each student attended the School.

It’s estimated that \$1-2 million of the settlement fund will be needed for the costs of administering the Saskatchewan Settlement, on top of the administration of the Canada Settlement.

You can read a full copy of the Settlement Agreement with Saskatchewan online [here](#) or email [info@ILEXSettlement.ca](mailto:info@ILEXSettlement.ca) or call 1-833-700-7458 for a paper copy.

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## 6. HOW DO I SUBMIT AN APPLICATION FOR COMPENSATION?

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The process to obtain compensation has been designed to be as easy to access as possible, and to minimize the burden involved in applying for Experience Payments or Abuse Compensation as

much as possible. In particular, the process will affirm that Survivors' stories are important evidence, and they will be believed (unless there is reasonable contradictory evidence).

To receive an Experience Payment and/or Abuse Compensation, the people who can get compensation (Survivors, their estate representatives, or their heirs) will submit an application.

**The deadline to apply for an Experience Payment is XXX XX, 202X. The deadline to apply for Abuse Compensation is XXX XX, 202X. It is extremely important for you to make note of these deadlines.**

### **Submitting an Application**

A completed Claim Form, plus any supporting documentation, is a complete application. Limited supporting documentation is recommended to complete an application.

Detailed instructions on how to submit an application for compensation are included within the Claim Form.

If you need assistance with your application, please contact the Claims Administrator.

The online claim form is found at [XX.com](#). You can submit the form and your supporting documentation (if any) online. If you would prefer to apply on paper, email [info@ILEXSettlement.ca](mailto:info@ILEXSettlement.ca) or call 1-833-700-7458 for a paper copy of the Claim Form.

Paper applications will have to be mailed or faxed to the Claims Administrator. Please note that applications completed online can be processed more quickly.

### **Estate Applications**

In cases where the Survivor Class Member died on or after December 9, 2003, the estate or heirs of the Survivor Class Member can fill out Part C of the Claim Form to provide details about the estate or the heir's relationship to the Survivor Class Member.

If the deceased Survivor Class Member has an "Estate Representative" (either a validly appointed Executor and/or Administrator and/or Liquidator and/or Trustee), the application must be submitted by that person.

If the deceased Survivor Class Member doesn't have an "Estate Representative", the application must be submitted by the correct heir – it might be the only eligible heir (e.g. the Survivor's spouse when they died) or there might be several eligible heirs (e.g. the Survivor's spouse is also deceased but there are three living children), in which case they have to designate one of them to submit the application. For more details on who the correct heir is, you can look at the instructions on the Claim Form or call the Claims Administrator for help.

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## **7. HOW ARE APPLICATIONS DECIDED?**

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### **Who Decides if an Application is Approved?**

The Claims Administrator, and sometimes the "Assessor", are responsible for deciding whether an application is approved. The Claims Administrator and the Assessor are independent from Class Counsel, and from Canada and Saskatchewan. The Court has appointed Deloitte LLP to act as the Claims Administrator.

### **How Will Applications Be Assessed?**

After an application (the Claim Form plus any supporting documents) is submitted, this is the process for assessing applications:

- 1) The Claims Administrator will review each application for completeness:
  - a. If the application is determined as complete, the Claims Administrator will provide confirmation of receipt in writing.
  - b. If the application is missing information, the Claims Administrator will ask for the missing information to be submitted.
- 2) The Claims Administrator will do an initial screening to confirm that the application is about a Survivor Class Member.
  - a. If the application is not about a Survivor Class Member (e.g. the person died before December 9, 2003, or never attended the Île-à-la-Crosse School), the Claims Administrator will send a letter explaining why the application didn't pass initial screening.
- 3) After the initial screening stage, the Claims Administrator will decide if the application is approved for an Experience Payment under the settlement with Canada and, if so, how much.
- 4) If the application is also for Abuse Compensation, the Claims Administrator will decide if the application is approved for Abuse Compensation under the settlement with Saskatchewan and, if so, how much.
- 5) For Experience Payments:
  - a. The Claims Administrator will write an "Assessment Letter" explaining whether their application for an Experience Payment is approved, dismissed, or partially dismissed (meaning, an application for 5 or more school years was only approved for four or fewer school years).
  - b. If the application for an Experience Payment has been dismissed or partially dismissed, the Claims Administrator will send a letter offering an opportunity to supplement or improve the application.
- 6) For Abuse Compensation:
  - a. If the Claims Administrator thinks that an application for Abuse Compensation should be dismissed or that the compensation should be at a lower level than stated on the Claim Form, the Claims Administrator will send the application to the Assessor.
  - b. The Assessor will review the application for Abuse Compensation, and may try to request more information or documents to assess the application.
  - c. The Assessor will make the final decisions about any applications for Abuse Compensation that the Claims Administrator did not want to pay in full.
- 7) Once an application is approved for payment, the Claims Administrator will provide payment using the payment details set out in the Claim Form.

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## **8. WHEN WILL I RECEIVE MY PAYMENT?**

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The Claims Administrator will make partial payments of both Experience Payment and Abuse Compensation applications that have been approved. The rest of the Experience Payment and/or Abuse Compensation owed will then be paid after all of the applications are decided.

If there isn't enough money to pay out all the Experience Payments or all the Abuse Compensation, each person's award will be reduced proportionately, meaning that everybody's compensation will be reduced by the same percentage.

If there is Saskatchewan settlement money left over after all Abuse Compensation has been awarded, the Claims Administrator will pay Experience Payment top-ups to people who were residential students at the Île-à-la-Crosse School.

The amount of the Experience Payment top-up will depend on how much is paid out in Abuse Compensation. The top-up payment will only be for residential students (or their estates or heirs) to reflect the additional harms they endured at the Île-à-la-Crosse School residence and will be paid proportionately based on the number of years each student attended the School.

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## 9. WILL I HAVE TO PAY LEGAL FEES?

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Survivor Class Members and Family Class Members won't have to pay any legal fees out-of-pocket for the class action settlements. The application process is designed so that you don't need a lawyer to participate.

Class Counsel have been working for reduced legal fees, or no fees, since the lawsuit was started, based on an agreement with the plaintiffs that they would receive a "contingency fee". This means a percentage of any financial success in the lawsuit for the Survivors. This is how most class action lawsuits work in Canada.

During the settlement approval and certification hearing, the judge approved Class Counsel's legal fees request:

- \$XX, to be paid by Canada separately from the Canada settlement money; and
- \$XX, to be paid by Saskatchewan from the Saskatchewan settlement money.

Any legal fees for Class Counsel that come from Canada won't come out of the Experience Payments or Legacy Fund. There will be no deductions at all from the Experience Payments or Legacy Fund. The lawyers negotiated legal fees separately, after the Settlement Agreement was already finalized.

The settlement with Saskatchewan is different: it's "all-inclusive", meaning that the legal fees approved by the judge that come from Saskatchewan will come out of the \$40.2 million settlement fund. There will be no deductions from the individual Abuse Compensation awards or Experience Payment top-ups, but the money for the legal fees will come off the top of the settlement fund before the individual awards are paid out.

The judge also approved Class Counsel's request for honoraria awards in the amount of \$10,000, to be paid to each of the plaintiffs and to some members of the Île-à-la-Crosse Steering Committee, in recognition of their years of hard work on this case. The money for the honoraria awards was also negotiated with Canada separately and will be paid separately from the settlement money.

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## 10. WHAT IF I DO NOT WANT TO PARTICIPATE IN THE CLASS ACTION? (OPTING OUT)

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If you are part of the Survivor Class or the Family Class (see the definitions on page XX) and you don't want to be part of the class action lawsuit at all, you can "opt out". By opting out, you exclude yourself from the class action, meaning that you have the right to start your own individual lawsuit but you do not have the right to participate in the class action settlements.

If you want to opt out, you must tell the Claims Administrator by sending an Opt-Out Form by the deadline of **XXX XX, 202X**. You can find the Opt-Out Form (with instructions for how to fill it out and submit it) online [here](#) or email [info@ILEXSettlement.ca](mailto:info@ILEXSettlement.ca) or call 1-833-700-7458 for a paper copy.

Opt-Out Forms must be sent to the Claims Administrator by mail, fax or email:

[insert]

If you opt out, that means that you are no longer a Class Member and you are not part of the class action at all. Former Class Members who opt out will not be entitled to share in the compensation awarded through these settlements. They also will not be bound by the Court's order approving the settlements and granting releases to Canada and Saskatchewan. If you opt out, you will keep any existing right that you had to sue Canada and Saskatchewan in relation to the Île-à-la-Crosse Boarding/Mission School on your own.

**If you opt out, you will not be able to apply for compensation from these Settlements. If you opt out, you can start your own lawsuit, but Class Counsel will not be your lawyers in that lawsuit.**

You do not need to opt out of this class action if you want to start a lawsuit against anyone other than Canada and Saskatchewan about the Île-à-la-Crosse Boarding/Mission School. Only Canada and Saskatchewan are included in/affected by this class action.

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## 11. HOW DO I GET MORE INFORMATION?

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For more information about the class action, the settlements, applications for compensation, or opting out, visit <http://ilexsettlement.ca/> or email [info@ILEXSettlement.ca](mailto:info@ILEXSettlement.ca) or call 1-833-700-7458.

If you'd like legal advice about any of those topics, contact Class Counsel using the information below. There's no cost for speaking with them.

### **Sotos LLP**

55 University Avenue, Suite 600  
Toronto, ON M5J 2H7  
Email: [namaya@sotos.ca](mailto:namaya@sotos.ca)  
Phone: 1-888-684-5545 (toll-free)

### **Goldblatt Partners LLP**

20 Dundas Street West, Suite 1039  
Toronto, ON M5G 2C2  
Email: [esmith@goldblattpartners.com](mailto:esmith@goldblattpartners.com)  
Phone: 1-855-214-7557 (toll-free)

### **Merchant Law Group LLP**

2401 Saskatchewan Drive, Suite 100  
Regina, SK S4P 4H8  
Email: [ilex@merchantlaw.com](mailto:ilex@merchantlaw.com)  
Phone: 306-271-2896

## ÎLE-À-LA-CROSSE SCHOOL CLASS ACTION LAWSUIT

### NOTICE OF CERTIFICATION AND SETTLEMENT APPROVAL

**If you or one of your family members attended the Île-à-la-Crosse Boarding/Mission School, please read this information carefully because it affects your legal rights.**

**Pour français, poor en Michif, ohci nehiyawewin, Denesųłıne yatı ʔa: [info@ILEXSettlement.ca](mailto:info@ILEXSettlement.ca) | 1-833-700-7458**

The Court has approved two Settlement Agreements in a class action lawsuit about the Île-à-la-Crosse Boarding School (also sometimes called the Île-à-la-Crosse Mission School, the Île-à-la-Crosse residential school, or just the “Île-à-la-Crosse School”).

The Settlements involve compensation from the Governments of Canada and Saskatchewan for Survivors, as well as other benefits such as a Legacy Fund, which will benefit Survivors, their family members, and their communities.

**The deadline to apply for an Experience Payment is XXX XX, 202X. The deadline to apply for Abuse Compensation is XXX XX, 202X.**

The rest of this notice explains:

- more about the class action lawsuit
- what’s in the Settlements
- the application process, including timelines
- opting out of the class action lawsuit, if you don’t want to be a part of it.

There is also a longer version of this notice that has more details. You can read it online [here](#) or email [info@ILEXSettlement.ca](mailto:info@ILEXSettlement.ca) or call 1-833-700-7458 for a paper copy.

#### WHAT IS THIS LAWSUIT ABOUT?

This lawsuit alleged that Canada and Saskatchewan were involved in operating the Île-à-la-Crosse School, and that they breached their duties to care for students and protect them from harm. The lawsuit asked Canada and Saskatchewan to pay compensation. These allegations have not been proven in court. Instead, the parties agreed to the Settlements.

Two groups of people are included in the lawsuit:

- **Survivor Class:** a person who was alive on December 9, 2003, and who attended the Île-à-la-Crosse School as a student or for educational purposes during the class period, including their estates, heirs, executors, administrators, personal representatives and/or trustees. This includes day students or “day schoolers”; and
- **Family Class:** spouses, parents, children, grandchildren, or siblings of a Survivor Class member.

This lawsuit only covers things that happened at, or because of, the Île-à-la-Crosse School and residence

that was operational from around 1860 until 1976. It doesn’t include anything that happened at the Rossignol School that is run by the Île-à-la-Crosse School Board, which started up in 1975-76.

#### WHAT ARE THE SETTLEMENTS?

Both settlements include compensation for Survivors. The Settlement with the Government of Canada includes compensation for all Survivors who attended the Île-à-la-Crosse School.

The Settlement with the Government of Saskatchewan, in accordance with the Plaintiff’s determination of the best interest of the Survivors, will be allocated to include compensation for Survivors who experienced serious physical abuse or sexual abuse while at the Ile-a-la-Crosse School.

For Survivors who were alive on December 9, 2003, but have died since, the compensation will go to their estate or heirs, such as their spouses, children or siblings.

You can read a full copy of both Settlement Agreements online [here](#) or [info@ILEXSettlement.ca](mailto:info@ILEXSettlement.ca) or call 1-833-700-7458 for paper copies.

**Canada** will pay a total of \$27.335 million for Experience Payments. Each Survivor (or estate representative or heir) who submits an application that is approved will get an Experience Payment of:

- \$10,000 for a Survivor who attended the School for four or fewer school years; or
- \$15,000 for a Survivor who attended the School for five or more school years.

“School year” includes any part of a school year, even one day.

If there isn’t enough money to pay all the Experience Payments, each Experience Payment will be reduced proportionately. If there’s money left over, the rest of the \$27.335 million will go to the Legacy Fund.

The Legacy Fund will be used for projects that promote healing, wellness, reconciliation, education, Indigenous language preservation, and/or commemoration for Survivors, their families and communities. Canada will pay \$10 million into the Legacy Fund (plus any leftover money from the Experience Payments fund). The settlement also includes up to \$5 million for costs of administration.

The Court approved \$XX in legal fees to be paid by Canada, which will not come out of the Experience Payments or Legacy Fund.

**Saskatchewan** has agreed to pay \$40.2 million to settle the lawsuit against it. This settlement money is intended to resolve the following “four pillars” of the Survivor’s claims, being: common experience; individual abuse; legacy healing, wellness, education, language, culture and commemoration; and legal fees and settlement administration costs. In accordance with the Plaintiffs’ determination of the best interests of the Survivors, the settlement money will be used to pay:

- for compensation to students who experienced serious physical abuse or sexual abuse at the Île-à-la-Crosse School, ranging from \$50,000 to \$235,000 depending on the severity of the abuse and its effects; and
- then, to top up Experience Payments only for residential students/Survivors who stayed overnight in the School residence.

The amount of the Experience Payment top-up, if any, will depend on how much is paid out in abuse compensation and settlement administration costs.

It’s estimated that \$1-2 million will be needed for costs of administering this settlement, which will be paid from the Saskatchewan settlement money. The Court approved \$XX in legal fees, which will also be deducted from the Saskatchewan settlement money, because this settlement is “all-inclusive” (unlike the settlement with Canada).

### HOW DO I MAKE A CLAIM?

To receive an Experience Payment and/or Abuse Compensation, the people who can get compensation (Survivors, their estate representatives, or their heirs) must submit an application through the online portal at: [www.XX.com](http://www.XX.com). An application consists of a Claim Form, plus any supporting documentation.

Claimants may also contact the Claims Administrator, Deloitte LLP, to request a paper copy of the Claim Form to fill out and return by mail.

Detailed instructions on how to submit a complete application are included within the Claim Form.

**The deadline to apply for an Experience Payment is XXX XX, 202X. The deadline to apply for Abuse Compensation is XXX XX, 202X.**

### OPTING OUT

If you fall in the definition for the Survivor Class or the Family Class on the first page of this notice, and you don’t want to be part of the class action lawsuit at all (in other words, you want to “opt out” and be excluded, so that you have the right to start your own individual lawsuit), you must tell the Claims Administrator that you want to opt out before the opt-out deadline of **XXX XX, 202X**.

**If you opt out, you will not be able to apply for compensation from these Settlements. If you opt out, you can start your own lawsuit, but Class Counsel will not be your lawyers in that lawsuit.**

If you want to opt out, you must fill out an Opt-Out Form. You can find the Opt-Out Form (with instructions for how to fill it out and submit it) online [here](http://here) or email [info@ILEXSettlement.ca](mailto:info@ILEXSettlement.ca) or call 1-833-700-7458 for a paper copy.

### WILL I HAVE TO PAY LEGAL FEES?

Survivor Class Members and Family Class Members won’t have to pay any legal fees out-of-pocket for the class action settlements. The application process is designed so that you don’t need a lawyer to participate.

The class action lawyers (called “Class Counsel”) have been working for reduced legal fees, or no fees, since the lawsuit was started, based on an agreement with the plaintiffs that they would receive a “contingency fee”, meaning a percentage of any financial success in the lawsuit for the Survivors. This is how most class action lawsuits work in Canada.

The Court approved Class Counsel’s legal fees request:

- \$XX, to be paid by Canada separately from the Canada settlement money; and
- \$XX, to be paid by Saskatchewan from the Saskatchewan settlement money.

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### FOR MORE INFORMATION

For more information about anything in this notice, visit the Claims Administrator’s website [here](http://here) or email [info@ILEXSettlement.ca](mailto:info@ILEXSettlement.ca) or call 1-833-700-7458. If you’d like legal advice, contact Class Counsel using this information below. There’s no cost for speaking with them about the class action, the settlements, applications for compensation, or opting out.

**Sotos LLP**  
55 University Ave, Suite 600  
Toronto, ON M5J 2H7  
[namaya@sotos.ca](mailto:namaya@sotos.ca)  
1-888-684-5545 (toll-free)

**Goldblatt Partners LLP**  
20 Dundas St. W., Suite 1039  
Toronto, ON M5G 2C2  
[esmith@goldblattpartners.com](mailto:esmith@goldblattpartners.com)  
1-855-214-7557 (toll-free)

**Merchant Law Group LLP**  
2401 Saskatchewan Dr., Suite 100  
Regina, SK S4P 4H8  
[ilex@merchantlaw.com](mailto:ilex@merchantlaw.com)  
306-271-2896

### **Notice Plan (Notice of Certification and Settlement Approval)**

This notice plan is designed to notify the Class Members of the certification for settlement purposes and the Court’s approval of the settlements with Canada and Saskatchewan, in a trauma-informed and culturally sensitive manner. The primary objectives of the notice plan are to provide all Class Members with the opportunity to see, read, or hear the Notice, to understand their rights, and to participate in the settlement claims process if they choose to do so.

The following factors inform the dissemination methods needed to achieve an appropriate notice effort: class size, location of Class Members, languages spoken by Class Members, age of Class Members, varying literacy levels of Class Members, and varying levels of internet access/use.

This action concerns the claims of students who attended the Île-à-la-Crosse School (the “School”) from its inception until it ceased operations in 1976. The majority of the students were Métis, and so their first languages were Michif, Dene, Cree (predominantly Plains Cree), English or French. Given that the School closed in 1976, many of the Survivor Class Members are now elderly.

The number of surviving Survivor Class Members as of December 9, 2003, who would be entitled to make a claim for a Survivor experience payment, is estimated to be approximately 2,060 (between 1,170 to 2,320) based on the actuarial report prepared by Canada’s actuarial expert, Peter Gorham. For those Survivor Class Members who have died since December 9, 2003, their estates or heirs (as set out in the Estate Claims Protocols) are entitled to make claims on their behalf. Communications with the Class will be attentive to different ages, since Survivor Class Members will be older, while Family Class Members may be of all ages. Literacy, education levels, and technology use are also expected to vary widely amongst the Class Members.

The attendee records for the School are incomplete. Accordingly, there is not a complete source of information about the Survivor Class size or names. However, approximately 716 individuals have contacted Plaintiffs’ counsel and/or the Notice Administrator or

registered for updates regarding this proceeding, including Survivor and Family Class Members as well as other community members.

Many Class Members, particularly Survivor Class Members, are located in Northern Saskatchewan. There are, however, Class Members located throughout Canada, in both rural and urban areas. Some Class Members may be residing in remote communities or “off grid”, with little or no access to the internet. Some Class Members may be incarcerated, or located outside of Canada, including in the United States.

The Notices of Certification and Settlement Approval (the “Settlement Notices”) will tell the Class Members that this action has been certified as a class proceeding and settled with Canada and with Saskatchewan, and that the Court has approved the Settlements. The Settlement Notices will explain what the Class Members’ rights and options are moving forward. The Settlement Notices will provide details about the terms of the Settlements, and will explain what types of claims can be made, as well as how claims may be made. It will explain how the Legacy Fund will be operated for the benefit of the Class.

The Settlement Notices will also explain about Class Members’ right to opt out, and will include a copy of the Opt Out Form. The proposed Opt Out period is 90 days from the first publication of the Settlement Notice.

The Plaintiffs propose that this notice plan be inclusive of the elements from the court-approved Notice Plan (Notice of Hearing for Certification and Settlement Approval) (the “Phase 1 Notice Plan”), but be more robust, including periodic reminders to the Survivor Class Members about the deadline for making a claim for compensation, and how they can make a claim:

1. The Short Form and Long Form Settlement Notices will be translated into French, Michif, Dene and Plains Cree (together with English, the “Languages”).
2. Class Counsel, the Claims Administrator and Canada will post the Short Form and Long Form Settlement Notices on their websites, in all the Languages.

3. Saskatchewan will post the Short Form and Long Form Settlement Notices on its website, in English and French.
4. Class Counsel will request that the MNS post the Short Form and Long Form Settlement Notices on their websites, in at least English, French and Michif.
5. The Claims Administrator will request that the Aboriginal Friendship Centres of Saskatchewan post the Short Form Settlement Notice in the Île-à-la-Crosse Friendship Centre and each of the nine other Friendship Centres in Saskatchewan.
6. Class Counsel, the Plaintiffs and the Claims Administrator will provide copies of the Settlement Notices to anyone who requests a copy from them.
7. The Claims Administrator will have personnel available to answer questions and provide instructions in at least English, French, Dene and Plains Cree.
8. Class Counsel will publish a national press release in English and French, advising of the court approval of the Settlements, and detailing the terms of the approved Settlements, Class Members' rights and options, and how to obtain additional information.
9. The Class Contact List (as defined in the Phase 1 Notice Plan) will be used by the Claims Administrator for the purposes of delivering the Settlement Notices, and will continue to be updated as additional information is provided.
10. The Claims Administrator will provide direct notice to all Class Members on the Class Contact List by emailing to them a copy of the Short Form Settlement Notice in English. The email will include a statement in French, Michif, Dene and Cree that the Settlement Notices can be obtained in electronic or hard copy in French, Michif, Dene or Cree on request, or accessed from the websites of Class Counsel and the Claims Administrator.
11. For those individuals on the Class Contact List for whom there is no email address, the Short Form Settlement Notice will be sent in English by regular mail to their last known address. The letter will include a statement in French, Michif, Dene and

Cree that the Settlement Notices can be obtained in electronic or hard copy in French, Michif, Dene or Cree on request, or accessed from the websites of Class Counsel and the Claims Administrator.

12. Class Counsel and/or the Plaintiffs will speak on local radio stations in Northern Saskatchewan to discuss the court approval of the settlements, to explain the terms of the approved settlements and Class Members' rights and options, and to provide guidance on making a claim or claims for compensation.
13. At least 30 days before the expiry of the Opt Out Deadline, Class Counsel and the Claims Administrator will hold at least one in-person town hall meeting in Northern Saskatchewan and one hybrid in-person/virtual town hall meeting in Saskatoon, to discuss the court approval of the settlements, to explain the terms of the approved settlements and Class Members' rights and options, and to provide guidance on making a claim or claims for compensation.
14. Class Counsel will hold another in-person town hall meeting in Northern Saskatchewan within 90 days of the end of the Experience Payment Claims Deadline (as defined in the Settlement Agreement (Canada)), to explain the terms of the approved Settlements, to provide guidance on making a claim or claims for compensation, and to encourage Class Members to make a claim before the Experience Payment Claims Deadline.
15. Class Counsel will hold another in-person town hall meeting in Northern Saskatchewan within 90 days of the end of the Abuse Compensation Claims Deadline (as defined in the Settlement Agreement (Saskatchewan)), to explain the terms of the approved Settlement with Saskatchewan, to provide guidance on making a claim or claims for compensation, and to encourage Class Members to make a claim before the Abuse Compensation Claims Deadline.
16. The Claims Administrator will undertake an online advertising campaign, including advertising on social media platforms as is deemed appropriate, designed to target the Class Members.

The online advertising campaign will be run as soon after the Implementation Date (as defined in the Settlement Agreements) as is possible, followed by a second campaign prior to the Experience Payments Claims Deadline, a third campaign approximately one year before the Abuse Compensation Claims Deadline, and a fourth campaign prior to the Abuse Compensation Claims Deadline. The final online advertising campaign will remind Class Members of the approaching deadline to make a claim for abuse compensation, and encourage them to make a claim before the Abuse Compensation Claims Deadline.

17. The Claims Administrator shall submit final reminders to make claims 45 days prior to the Experience Payment Claims Deadline and the Abuse Compensation Claims Deadline to APTN, Eagle Feather News, the Prince Albert Daily Herald, and to any other news or media outlet as the Claims Administrator deems appropriate.

## Schedule “I”

### About these settlements

The Île-à-la-Crosse School operated from 1860 to 1976. “Île-à-la-Crosse School” means the school and residence at the boarding school in Île-à-la-Crosse that operated from 1860 to the 1975-76 school year. It was sometimes called the “Île-à-la-Crosse Residential School” or the “Île-à-la-Crosse Mission School”, because the Roman Catholic Mission and the Grey Nuns were involved in running the school. It does not mean the current Rossignol School or any other school run by the Île-à-la-Crosse School Board/Division.

Settlements in a class action lawsuit against the Government of Canada and the Province of Saskatchewan (*Gardiner v The Attorney General of Canada and the Province of Saskatchewan*, Court File Number KBG 936 of 2025) have resulted in this compensation process for eligible former students, for harms they experienced at the Île-à-la-Crosse School.

### Where to get help

- If you need **help with this Claim Form** or have questions about the settlements, contact the Claims Administrator:
  - Toll-free: 1-833-700-7458, Monday to Friday, 8:00 a.m. to 4:00 p.m., Central Time, excluding holidays
  - Email: [info@ILEXSettlement.ca](mailto:info@ILEXSettlement.ca)
- Reading and filling out this Claim Form might bring up difficult emotions. If you need **emotional support**, contact the Hope for Wellness Helpline:
  - Toll-free: 1-855-242-3310
  - Online: [www.HopeForWellness.ca](http://www.HopeForWellness.ca)
- For free **legal support**, contact Class Counsel (the lawyers for the class action)
  - Sotos LLP | 1-888-684-5545 (toll-free) | [namaya@sotos.ca](mailto:namaya@sotos.ca)
  - Goldblatt Partners LLP | 1-855-214-7557 (toll-free) | [esmith@goldblattpartners.com](mailto:esmith@goldblattpartners.com)
  - Merchant Law Group LLP | 306-271-2896 | [ilex@merchantlaw.com](mailto:ilex@merchantlaw.com)

**Compensation:** There are two types of compensation available in these settlements.

Every person who attended Île-à-la-Crosse School and was still alive on **December 9, 2003, is a member of the “Survivor Class” for this Settlement.** For Survivors who passed away on or after December 9, 2003, their estates and heirs may make claims.

1. **Experience Payments** – Canada will pay \$27.335 million to compensate Survivor Class Members based on how long the Survivor Class Member attended the school:
  - Up to \$10,000 for attending the school for up to four (4) years
  - Up to \$15,000 for attending the school for five (5) years or more

Boarding/residential students may receive additional Experience Payment amounts (“top-ups”), paid by Saskatchewan, following the completion of the Abuse Compensation process and the Ultimate Claims Deadline, which is three years after the claims process begins, but only if there is any money left from the Saskatchewan Settlement after the abuse compensation claims are paid in full. No additional application will be required to receive an Experience Payment top-up.

# Île-à-la-Crosse School Settlement Claim Form - **DRAFT**

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2. **Abuse Compensation** – In accordance with the Plaintiffs’ determination of the best interests of the Survivor Class Members, Saskatchewan will pay up to **[\$[TBD]]** million to compensate Survivor Class Members who experienced serious physical abuse or sexual abuse while attending the Île-à-la-Crosse School. The compensation amounts will be based on how serious the abuse was and how severe the effects of the abuse have been:

- Level 2 – up to \$50,000
- Level 3 – up to \$100,000
- Level 4 – up to \$185,000
- Level 5 – up to \$235,000

## **Eligibility for Compensation:**

**Survivor Class Members or their representatives must fill out this Claim Form and submit it, along with any supporting documents, to the Claims Administrator by **[deadline]** to be considered for Experience Payment compensation. Your Claim Form, along with any supporting documents, is your Application for compensation.**

Annex A (Abuse Compensation) is only for those Survivor Class Members or their representatives who are seeking Abuse Compensation. **Annex A must be submitted, along with any supporting documents, to the Claims Administrator by **[deadline]** to be considered for Abuse Compensation. It can be submitted together with the rest of the Claim Form, or after the rest of the Claim Form.**

**Please make sure you include all the required information and copies of any documents needed to support your Application.**

## **Who can submit an Application:**

1. A Survivor Class Member.
2. The representative of a deceased Survivor Class Member’s estate. Estate representatives can be
  - A legally appointed Estate Representative who has been appointed as the executor, administrator, trustee, or liquidator of a deceased Survivor Class Member, or
  - An Eligible Heir (spouse, child, sibling, or grandchild) of a deceased Survivor Class Member who died without leaving a will (intestate).
    - Grandchildren are only eligible to claim for Experience Payments, not Abuse Compensation.
3. The legally appointed Personal Representative of an individual Survivor Class Member or Eligible Heir who is a Person Under Disability (someone who is incapable of making reasonable decisions and judgments about their affairs).

## **How to complete this Claim Form and submit required documents to the Claims Administrator:**

1. **Online portal:** Go to **Portal.ILEXSettlement.ca** where you can complete and submit this form online and upload digital copies of your supporting documents.

## Île-à-la-Crosse School Settlement Claim Form - **DRAFT**

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2. **Digital PDF:** Save this Claim Form to your computer as a PDF and fill it in. Attach the completed Claim Form and digital copies of your supporting documents to an email and send the email to the Claims Administrator – [Claims@ILEXSettlement.ca](mailto:Claims@ILEXSettlement.ca).
3. **Print:** Print this form and fill it in clearly in ink, then mail or fax it to the Claims Administrator.

**Mail:** Claims Administrator  
c/o Deloitte LLP  
PO Box 278 STN ADELAIDE  
Toronto ON M5C 2J4

**Fax:** 416-324-4411

**Important: If you move, or change your phone number or email address, after submitting this Claim Form, please contact the Claims Administrator to update your contact information.**

# Île-à-la-Crosse School Settlement Claim Form - **DRAFT**

## Claim Form Index

<b>Required Sections: Must be completed by Survivor Class Member or their Representative</b>		
<b>Section of the Claim Form</b>	<b>Description</b>	<b>Page(s)</b>
Part 1A	About the Survivor Class Member	4-5
Part 1B	Privacy Release, Acknowledgement, and Retention Policy	6
Part 1C	Designated Contact	7
Part 2A	School Attendance	8
Part 2B	Additional School Information	9
Part 3	Payment Authorization and Direction	10
<b>Complete only as applicable</b>		
Part 4	Designated Representative	11
Annex A	Abuse Compensation	12 - 19
Annex B	Person Under Disability	19 - 21
Annex C	Deceased Survivor Class Members	18 - 26
Annex D	Checklist	27 - 28
Annex E	Optional Solemn Declaration Templates	29 - 33

# Île-à-la-Crosse School Settlement Claim Form - **DRAFT**

## Part 1A – Survivor Details

<p><b>Survivor Class Member's Full Name (Required)</b> – This should be the same as the name on the Survivor Class Member's government-issued identification. If they are deceased, it should be the same name as it was at their time of death.</p>																										
First Name	Middle Name	Last Name																								
<p><b>Other Name</b> – Only if the Class Member previously had a different name (e.g., maiden name or a different name used at the Île-à-la-Crosse School).</p>																										
School ID number (Optional):																										
First Name	Middle Name	Last Name																								
<p><b>Date of Birth (Required)</b></p> <table style="width: 100%; border-collapse: collapse;"> <tr> <td style="border: 1px solid black; width: 20px; height: 20px; text-align: center;"> </td> <td style="border: 1px solid black; width: 20px; height: 20px; text-align: center;"> </td> <td style="border: 1px solid black; width: 20px; height: 20px; text-align: center;"> </td> <td style="border: 1px solid black; width: 20px; height: 20px; text-align: center;"> </td> <td style="border: 1px solid black; width: 20px; height: 20px; text-align: center;"> </td> <td style="border: 1px solid black; width: 20px; height: 20px; text-align: center;"> </td> </tr> <tr> <td style="text-align: center;">Day</td> <td style="text-align: center;">Month</td> <td colspan="4" style="text-align: center;">Year</td> </tr> </table>								Day	Month	Year				<p><b>Date of Death (If applicable)</b></p> <table style="width: 100%; border-collapse: collapse;"> <tr> <td style="border: 1px solid black; width: 20px; height: 20px; text-align: center;"> </td> <td style="border: 1px solid black; width: 20px; height: 20px; text-align: center;"> </td> <td style="border: 1px solid black; width: 20px; height: 20px; text-align: center;"> </td> <td style="border: 1px solid black; width: 20px; height: 20px; text-align: center;"> </td> <td style="border: 1px solid black; width: 20px; height: 20px; text-align: center;"> </td> <td style="border: 1px solid black; width: 20px; height: 20px; text-align: center;"> </td> </tr> <tr> <td style="text-align: center;">Day</td> <td style="text-align: center;">Month</td> <td colspan="4" style="text-align: center;">Year</td> </tr> </table> <p><b>Note:</b> Survivors who died on or before December 8, 2003 are not eligible for these settlements.</p>							Day	Month	Year			
Day	Month	Year																								
Day	Month	Year																								
<p><b>Survivor Class Member's Contact Information (Required if currently living)</b></p>																										
<p><b>Mailing Address</b></p>																										
Street number	Street name	Unit																								
PO Box number	City/Town/Community	Postal Code																								
Province/Territory		Country																								
<p><b>Telephone Numbers</b> – Please include the Survivor Class Member's full ten-digit phone number(s) and any extensions, if applicable.</p>																										
Daytime	Mobile																									

# Île-à-la-Crosse School Settlement Claim Form - **DRAFT**

<b>Email Address:</b>	
<b>Government-issued Identification (ID):</b> Please include a copy ( <b>do not send originals</b> ) of the Survivor Class Member's ID showing their name and date of birth. Acceptable forms of ID include Métis Citizenship Card, Certificate of Indian Status Card (Status Card), Inuit Beneficiary Card, driver's licence, passport, or provincial/territorial photo ID.	<input type="checkbox"/>

## Part 1B – Privacy Release, Acknowledgement, and Retention Policy (Required)

### I acknowledge and recognize that the Claims Administrator:

1. **Does not** represent the Île-à-la-Crosse School.
2. **Does not** act as a representative or legal counsel for any party and does not offer legal advice.
3. **Does not** have any duty to identify or protect the legal rights of any party with respect to the application of the Claims Process, or to raise an issue not raised by any party in the Claims Process.

### By signing this page, I am confirming that:

1. I attended the Île-à-la-Crosse School for at least part of one School Year, before December 31, 1976, **OR**
2. I am filling out this Claim Form on behalf of a Survivor Class Member who attended the Île-à-la-Crosse School for at least part of one School Year, before December 31, 1976, and is either a Person Under Disability or passed away on or after December 9, 2003. I confirm that I have the legal authority to represent this Survivor Class Member (if they are a Person Under Disability), or I am their highest priority Eligible Heir (if they have passed away).

**Privacy Release:** I acknowledge and understand that it will be necessary for the purposes of processing this Application for the Claims Administrator to share information provided in this Claim Form for verification or review with the third-party assessor and Class Counsel (the lawyers for the class action).

**I also acknowledge and understand that** the Claims Administrator may share the fact that this Application has been made with the Province of Saskatchewan and the Government of Canada.

**I also acknowledge and understand that** the Province of Saskatchewan and the Government of Canada may, as needed, share information about my Application and/or my attendance at Île-à-la-Crosse School (if applicable) with the Claims Administrator. My permission stays in place until the Claims Process is over. I understand that if I withdraw my permission, the Claims Administrator will not be able to process my Application.

# Île-à-la-Crosse School Settlement Claim Form - **DRAFT**

**Consent** - I know, understand, and agree that:

1. The Claims Administrator may contact me to get the information they need to help with my Application.
2. All information provided in this Claim Form is true to the best of my knowledge. If someone helped me fill out this Claim Form, that person has read to me everything they wrote, including any attachments or supporting documentation.

**Retention Policy:** My personal information will be kept for one (1) year after the Claims Administrator completes the last payment of compensation under the Settlement Agreement. At that time, the Claims Administrator will return any original records (e.g., identification or photographs) in its possession that were submitted as part of my Application, unless I choose otherwise, and destroy all of my personal information in its possession.

I <b>do not</b> want my original records to be returned at the end of the Settlement. (Do not check this box if you want your original records to be returned to you.)	<input type="checkbox"/>
---	--------------------------

**Survivor Class Member or Representative**

**Printed Name:** \_\_\_\_\_

**Signature:** X \_\_\_\_\_ **Date:** \_\_\_\_\_

**Part 1C – Designated Contact (Optional)**

I would like the person named below to receive communications regarding my Application.			<input type="checkbox"/>
First Name	Last Name	Telephone number	
Street number	Street name	Unit	
PO Box number	City/Town/Community	Postal Code	
Province/Territory	Country		

# Île-à-la-Crosse School Settlement Claim Form - **DRAFT**

Email:	
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## Part 2A –School Attendance (Required)

Please list the times that the Survivor Class Member attended the Île-à-la-Crosse School.

- For these settlements, a School Year is any time from September 1 of one calendar year to August 31 of the next calendar year.
- Provide the month and year the Survivor Class Member started attending the Île-à-la-Crosse School and the month and year they stopped attending.
- The Île-à-la-Crosse School operated from 1860 to 1975-76, with the involvement of the Roman Catholic Mission and the Grey Nuns. Only include attendance at the Île-à-la-Crosse School (the “Boarding School” or “Mission School” or “Residential School”). Do not include attendance at the Rossignol School or any other school run by the Île-à-la-Crosse School Board.
- A partial year (even one day) attended counts as a full year.
- Please include both time as a boarding student (when attending the School and living in the residence) and as a day schooler (when attending the School but not living in the residence).
- If you have school records or other documents that show that the Survivor Class Member attended the Île-à-la-Crosse School, please attach copies of them to this Claim Form.

**Example:** James attended the Île-à-la-Crosse School starting in September 1969, as a boarding student. He went to a different school from September 1971 to June 1972, then returned to the Île-à-la-Crosse School in December 1972 and attended until June 1975 as a day schooler. Here’s how James would enter his years of school attendance:

Month/Year attendance began	Month/Year attendance ended	Boarding (select one)																								
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0	9	1	9	6	9																					
MM		YYYY																								
0	6	1	9	7	1																					
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<table style="width: 100%; border-collapse: collapse;"> <tr> <td style="border: 1px solid black; padding: 5px; width: 20px; text-align: center;">1</td> <td style="border: 1px solid black; padding: 5px; width: 20px; text-align: center;">2</td> <td style="border: 1px solid black; padding: 5px; width: 20px; text-align: center;">1</td> <td style="border: 1px solid black; padding: 5px; width: 20px; text-align: center;">9</td> <td style="border: 1px solid black; padding: 5px; width: 20px; text-align: center;">7</td> <td style="border: 1px solid black; padding: 5px; width: 20px; text-align: center;">2</td> </tr> <tr> <td colspan="2" style="text-align: center;">MM</td> <td colspan="4" style="text-align: center;">YYYY</td> </tr> </table>	1	2	1	9	7	2	MM		YYYY				<table style="width: 100%; border-collapse: collapse;"> <tr> <td style="border: 1px solid black; padding: 5px; width: 20px; text-align: center;">0</td> <td style="border: 1px solid black; padding: 5px; width: 20px; text-align: center;">6</td> <td style="border: 1px solid black; padding: 5px; width: 20px; text-align: center;">1</td> <td style="border: 1px solid black; padding: 5px; width: 20px; text-align: center;">9</td> <td style="border: 1px solid black; padding: 5px; width: 20px; text-align: center;">7</td> <td style="border: 1px solid black; padding: 5px; width: 20px; text-align: center;">5</td> </tr> <tr> <td colspan="2" style="text-align: center;">MM</td> <td colspan="4" style="text-align: center;">YYYY</td> </tr> </table>	0	6	1	9	7	5	MM		YYYY				<input type="checkbox"/> <input type="checkbox"/> Boarding Day Schooler
1	2	1	9	7	2																					
MM		YYYY																								
0	6	1	9	7	5																					
MM		YYYY																								

*Sample only – fill in the dates that the Survivor Class Member attended the Île-à-la-Crosse School in the Years of School Attendance Table below.*

# Île-à-la-Crosse School Settlement Claim Form - **DRAFT**

## Years of School Attendance Table

Month/Year attendance began	Month/Year attendance ended	Boarding (select one)
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## Part 2B – Additional School Information (Optional)

If you are a Survivor Class Member, and you want to share any information you remember about other individuals who attended the Île-à-la-Crosse School at the same time(s) that you did, please list that information here. This information may be used as part of the assessment of other Applications, but your identity will not be shared with anybody else.

# Île-à-la-Crosse School Settlement Claim Form - **DRAFT**

## Step 2C - Solemn Declaration of School Attendance (Required)

The Survivor Class Member or their representative must declare that the information provided about their attendance at the Île-à-la-Crosse School is true.

**Solemn Declaration of School Attendance**

*I declare that I/the Survivor Class Member attended the Île-à-la-Crosse School during the School Years listed on page # of this Claim Form.*

First Name	Middle Name	Last Name

<div style="border: 1px solid black; height: 30px; background-color: #f0f0f0; display: flex; align-items: center; justify-content: center;"><span style="color: red; font-weight: bold; font-size: 1.2em;">X</span></div>	<div style="border: 1px solid black; height: 30px; background-color: #f0f0f0;"></div>
Survivor Class Member/Representative signature	Date (MM-DD-YYYY)

<div style="border: 1px solid black; width: 30px; height: 30px; background-color: #f0f0f0;"></div>	I declare that I/the Survivor Class Member attended the Île-à-la-Crosse School during the School Years listed on page # of this Claim Form.
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# Île-à-la-Crosse School Settlement Claim Form - **DRAFT**

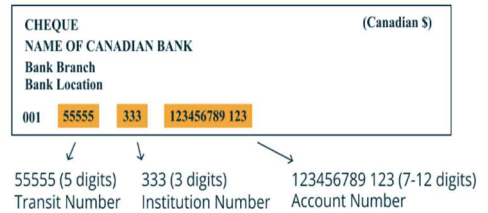
## Part 3 – Payment Authorization and Direction (Required)

If your Application is approved for compensation, payment will be sent by cheque or direct deposit. Payments will only be issued after your Application is approved by the Claims Administrator.

- Note:** If you are an Estate Representative, you will receive the compensation that the deceased Survivor Class Member would have been entitled to. If you open a bank account for the estate, payment can be made directly into the bank account or by cheque to the Estate of the deceased Survivor Class Member. If there is no bank account for the Estate, payment must be made by cheque payable to the Estate Representative.

<b>Option 1: Cheque</b>	Select this option if you would like to receive compensation by cheque.	<input type="checkbox"/>
<b>Option 2: Direct Deposit</b>	Select this option if you would like to receive compensation by direct deposit.	<input type="checkbox"/>

You must fill in your banking information and provide a void cheque or direct deposit form from your bank to receive compensation by direct deposit.



**To ensure the Claims Administrator can process your direct deposit, please ensure:**

- ✓ You have attached a void cheque or direct deposit form to this Claim Form.
- ✓ The bank account is in the name of the Survivor Class Member or, if applicable, the Estate of the deceased Survivor Class Member.
- ✓ The account is at a Canadian bank or credit union.
- ✓ The banking information you provided is accurate. Once the payment is deposited, we can't get it back or issue a replacement payment. For example, if you provide a family member's banking information instead of your own, the payment will go to the family member's bank account, and we can't get the payment back for you.

A cheque will be mailed to you if we do not receive everything in this list or if the bank does not accept the direct deposit.

**Note:** Payments issued for a Survivor Class Member who is a Person Under Disability or represented by a representative will be made payable to the Survivor Class Member to the attention of the Personal Representative or power of attorney. There must be a bank account in the name of the Survivor Class Member for compensation to be issued, unless otherwise prescribed by the applicable appointment order.

<b>Option 3: E-Transfer</b>	Only available for amounts less than \$25,000. If you choose this option, provide your full name and email address:	<input type="checkbox"/>
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# Île-à-la-Crosse School Settlement Claim Form - **DRAFT**

<b>Full Name:</b>	
<b>Email address:</b>	

## Part 4 – Designated Representative (Optional)

We recognize that some Survivor Class Members may wish to choose someone who can continue their Application if they pass away before the Claims Administrator can finish assessing their Application.

If you are a Survivor Class Member and you **do not have a will** with a legally appointed Estate Representative for your estate, you can designate a representative by filling out this section.

**\*\*If you do have a will, skip this section.**

I <b>do not have a will</b> , and I would like the person named below to continue my Application in the event of my death.	<input type="checkbox"/>																														
<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 33%;"></td> <td style="width: 33%;"></td> <td style="width: 33%;"></td> </tr> <tr> <td style="text-align: center;">First Name</td> <td style="text-align: center;">Last Name</td> <td style="text-align: center;">Telephone number</td> </tr> <tr> <td></td> <td></td> <td></td> </tr> <tr> <td style="text-align: center;">Street number</td> <td style="text-align: center;">Street name</td> <td style="text-align: center;">Unit</td> </tr> <tr> <td></td> <td></td> <td></td> </tr> <tr> <td style="text-align: center;">PO Box number</td> <td style="text-align: center;">City/Town/Community</td> <td style="text-align: center;">Postal Code</td> </tr> <tr> <td></td> <td></td> <td></td> </tr> <tr> <td style="text-align: center;">Province/Territory</td> <td colspan="2" style="text-align: center;">Country</td> </tr> <tr> <td></td> <td colspan="2"></td> </tr> <tr> <td style="text-align: center;">Email:</td> <td colspan="2"></td> </tr> </table>					First Name	Last Name	Telephone number				Street number	Street name	Unit				PO Box number	City/Town/Community	Postal Code				Province/Territory	Country					Email:		
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## Next Steps

- If the Survivor Class Member is applying for **Abuse Compensation**, complete Annex A (page #) and submit it before [deadline].
- If you are submitting this Application on behalf of a Survivor Class Member who is a **Person Under Disability**, complete Annex B (page #) and submit it together with this Claim Form.
- If you are submitting this Application on behalf of a deceased Survivor Class Member and you are the **legally appointed** Estate Executor (executor, administrator, trustee, or

## Île-à-la-Crosse School Settlement Claim Form - **DRAFT**

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liquidator of their estate), complete Annex C (page #) and submit it together with this Claim Form.

- If you are submitting this Application on behalf of a deceased Survivor Class Member who died **without leaving a will** (intestate), complete Annex D (page #) and submit it together with this Claim Form.

# Île-à-la-Crosse School Settlement Claim Form - **DRAFT**

## Annex A

### Abuse Compensation: Level of Harm Selection

Please complete this section **only** if you are applying for Abuse Compensation. Review the descriptions for each Level of Harm, then write the number of the highest level of harm that you feel matches your experience (or the experience of your Survivor family member) while attending the Île-à-la-Crosse School.

#### Step 1 – Read the descriptions for each Level of Harm

#### Level 2 - Compensation Amount: \$50,000

a) **Physical assault** causing:

- Serious but temporary injury requiring bed rest or treatment in an infirmary or hospital;
- Loss of consciousness; or
- Broken bone(s).

**OR**

b) Any of the following acts of **Sexual assault**:

- Touching with a sexual purpose or intention including touching of breasts, genitals or anus with an object;
- The act of an adult exposing themselves;
- One or more incidents of fondling or kissing; or
- Nude photographs taken of the Survivor.

#### Level 3 - Compensation Amount: \$100,000

a) **Physical assault** leading to permanent or demonstrated long term injury, impairment or disfigurement;

**OR**

b) A single incident of any of the following acts of **Sexual assault**:

- Masturbation;
- Oral intercourse; or
- Attempted vaginal or anal intercourse.

*Continued on the next page.*

## Île-à-la-Crosse School Settlement Claim Form - **DRAFT**

### Level 4 - Compensation Amount: \$185,000

- a) Repeated and persistent **Physical assaults** leading to permanent or demonstrated long term injury, impairment or disfigurement.

**OR**

- b) Isolated incidents of any of the following acts of **Sexual assault**:
- Digital anal or vaginal penetration;
  - Anal or vaginal intercourse; or
  - Anal or vaginal penetration with an object.

### Level 5 - Compensation Amount: \$235,000

- a) Repeated and persistent incidents of any of the following acts of **Sexual assault**:
- Oral intercourse, masturbation, digital anal or vaginal penetration;
  - Anal, oral or vaginal intercourse; or
  - Anal or vaginal penetration with an object.

**OR**

- b) Isolated **Physical assaults** leading to permanent or demonstrated long term injury impairment or disfigurement, when **at the same time** as any of the following acts of **Sexual assault**:
- Digital anal or vaginal penetration;
  - Anal or vaginal intercourse; or
  - Anal or vaginal penetration with an object.

# Île-à-la-Crosse School Settlement Claim Form - **DRAFT**

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## **Step 2 – Confirm your selected Level of Harm**

**Indicate your Level of Harm** based on your experience (or the Survivor Class Member’s experience, if you are submitting this Application as a representative) while attending the Île-à-la-Crosse School. Write the number of the Level of Harm in this box:

## **Step 3 - Abuse Compensation – Supporting Documentation**

To help the Claims Administrator process this application for Abuse Compensation, please attach copies of documents that confirm or support the Survivor Class Member’s experiences at the Île-à-la-Crosse School. These can include, but are not limited to copies of:

- a. Evidence of the abuse given by the Survivor Class Member or any other person under oath or pursuant to a solemn affirmation in this or any other legal proceeding prior to January 30, 2026;
- b. medical records or photographs identifying the harm;
- c. police records or other records or reports from a criminal proceeding;
- d. statements of claim, applications, or other originating court processes, issued prior to January 30, 2026, with respect to the alleged abuse;
- e. legal demand letters issued by the Survivor Class Member’s legal representative(s), prior to January 30, 2026, with respect to the alleged abuse;
- f. notes of conversations with the Survivor Class Member or with witnesses, taken by lawyers or legal staff, prior to January 30, 2026, with respect to the alleged abuse; or
- g. any recorded statement by the Survivor Class Member concerning the alleged abuse, including correspondence, other written statements, or statements recorded by audio or video.

**NOTE:** Please **send copies of** documents, photographs, or other material in the mail with this Claim Form, if you can. We prefer that you keep your original documents.

## **Step 4 – Describe your experience**

On the next page, you will answer questions describing the specific harm that you (or the Survivor Class Member, if you are applying as a representative) experienced while attending the Île-à-la-Crosse School. You will also have space to tell your/their story. This information is necessary for the Claims Administrator to assess your eligibility to receive Abuse Compensation.

## Île-à-la-Crosse School Settlement Claim Form - **DRAFT**

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*If describing experiences of harm and abuse at the Île-à-la-Crosse School brings up troubling memories and you need emotional support, contact the*

***Hope for Wellness Helpline***

*Toll-free: 1-855-242-3310 or Online: [www.HopeForWellness.ca](http://www.HopeForWellness.ca)*

# Île-à-la-Crosse School Settlement Claim Form - **DRAFT**

## Abuse Compensation: Level of Harm Selection (continued)

### Instructions

1. Please fill out these questions to the best of your ability. All questions need to be answered for this Claim Form to be considered complete.
2. There is a space next to each question where you can write the answer based on your/the Survivor Class Member's experience of harms and abuse at the Île-à-la-Crosse School.
3. Please be as detailed as possible with your answers.

1	<b>Required:</b> Describe the serious physical assault or sexual assault you experienced while attending the Île-à-la-Crosse School.
	<b>Answer:</b>
2	<b>Required:</b> Where did the harm occur? If you are not sure, provide the best description of the location that you can.
	<b>Answer:</b>
3	<b>Required:</b> Who was responsible for the harm? Include names if possible.
	<b>Answer:</b>
4	<b>Required:</b> When did the harm occur? Include ages, grades, or years.
	<b>Answer:</b>
5	<b>Required:</b> If you haven't already explained this, approximately how many times did the harm happen to you?
	<b>Answer:</b>

If you need more space to answer these questions, you can attach additional pages.

**Step 5 – Describe your experience (continued)**

Use this space to tell any other parts of your story. Include as much detail as possible. This information is necessary for the Claims Administrator to assess eligibility to receive Abuse Compensation.

If you need more space to tell your story, you can attach additional pages.

# Île-à-la-Crosse School Settlement Claim Form - **DRAFT**

## Step 6 - Solemn Declaration of Harm (Required)

The Survivor Class Member or their representative must declare that the information provided about the abuse they experienced is true.

### Solemn Declaration of Harm

*I declare that that the Level of Harm selected on page # of this Claim Form accurately reflects the abuse that I/the Survivor Class Member experienced at the Île-à-la-Crosse School.*

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First Name

Middle Name

Last Name

**X**

Survivor Class Member/Representative signature

Date (MM-DD-YYYY)

I declare that the Level of Harm selected on page # of this Claim Form accurately reflects the abuse that I/the Survivor Class Member experienced at the Île-à-la-Crosse School.

# Île-à-la-Crosse School Settlement Claim Form - **DRAFT**

## Annex B

### Person Under Disability

If you are submitting this Claim Form on behalf of a Survivor Class Member who is a Person Under Disability, please complete this section. For this Settlement, a Person Under Disability is a person who is mentally incapable of managing or making reasonable decisions about their affairs, and for whom a Personal Representative has been legally appointed.

<b>1. Personal Representative's Full Name (Required)</b>		
First Name	Middle Name	Last Name
Organization (if applicable) _____		
<b>Government-issued Identification (ID):</b> Please include a copy ( <b>do not send originals</b> ) of the your ID showing your name and date of birth. Acceptable forms of ID include Métis Citizenship Card, Certificate of Indian Status Card (Status Card), , Inuit Beneficiary Card, driver's licence, passport, or provincial/territorial photo ID.		<input type="checkbox"/>
<b>Mailing Address (Required)</b>		
Street number	Street name	Unit
PO Box number	City/Town/Community	Postal Code
Province/Territory	Country	
<b>Telephone Numbers (Required)</b> - Please include your full ten-digit phone number(s) and any extensions, if applicable.		
Daytime	Mobile	
<b>Email address:</b>		

## Île-à-la-Crosse School Settlement Claim Form - **DRAFT**

### 2. Proof of Representation (Required)

Please indicate the proof of Personal Representation documentation you will submit with this Claim Form that shows you have the legal authority to apply for and accept compensation on behalf of the Survivor Class Member named on page # of this Claim Form.

Please check the box next to the representation documentation you are submitting with this Claim Form (choose only one).

Appointment Order under Saskatchewan's <i>Adult Guardianship and Co-decision-making Act</i> or other provincial/territorial Appointment Order	<input type="checkbox"/>
Enduring Power of Attorney signed before the Survivor Class Member became incapable of managing their affairs	<input type="checkbox"/>
Appointment of a provincial/territorial Public Guardian/Trustee	<input type="checkbox"/>
Other _____	<input type="checkbox"/>

**Note:** If the Survivor Class Member's Application is approved, compensation will be issued to the Personal Representative in trust for the Survivor Class Member.

# Île-à-la-Crosse School Settlement Claim Form - **DRAFT**

## Annex C Deceased Survivor Class Members

You must complete **Annex C** if the Survivor Class Member passed away on or after December 9, 2003.

<b>1. Estate Representative or Eligible Heir Full Name (Required)</b>		
First Name	Middle Name	Last Name
Organization (if applicable) _____		
<b>Government-issued Identification (ID):</b> Please include a copy ( <b>do not send originals</b> ) of the Estate Representative or Eligible Heir's ID showing their name and date of birth. Acceptable forms of ID include Métis Citizenship Card, Certificate of Indian Status Card (Status Card), , Inuit Beneficiary Card, driver's licence, passport, or provincial/territorial photo ID.		<input type="checkbox"/>
<b>Mailing Address (Required)</b>		
Street number	Street name	Unit
PO Box number	City/Town/Community	Postal Code
Province/Territory	Country	
<b>Telephone Numbers (Required)</b> - Please include your full ten-digit phone number(s) and any extensions, if applicable.		
Daytime	Mobile	
<b>Email address:</b>		

# Île-à-la-Crosse School Settlement Claim Form - **DRAFT**

Only fill out this section if the Class Member passed away and an Estate Executor was not appointed.

The priority of heirs is determined by identifying the living heir with the highest priority based on the list in step 2 below.

Please select the category that applies to you and provide copies of the required document(s) as proof of your authority.			
Check the box that applies	Category	Description	Required Document(s) along with the death certificate, or other proof of death
Estates with Executor Appointment:			
<input type="checkbox"/>	<b>Will</b>	You are named as Estate Executor in a valid will pursuant to applicable federal, provincial, or territorial legislation.	<ul style="list-style-type: none"> <li>- Will signed by the deceased and at least two witnesses.</li> <li>- Holograph will.</li> </ul>
<input type="checkbox"/>	<b>Court Appointment or Order</b>	You have been officially appointed as Estate Executor by a court or government.	<ul style="list-style-type: none"> <li>- Grant of Probate; OR</li> <li>- Letters of Administration.</li> </ul>
Québec Estates with Executor Appointment:			
<input type="checkbox"/>	<b>Will</b>	You are named as liquidator in a valid will.	<ul style="list-style-type: none"> <li>- Notarial Will (Québec only); OR</li> <li>- Holograph or witnessed will accompanied by the homologation (probate) judgement.</li> </ul>
Only if NONE of the above exist, an Eligible Heir may make an Application in the section below.			
<input type="checkbox"/>	<b>Eligible Heir*</b>	The deceased did <b>not</b> have a valid will, and <b>no</b> Estate Executor has been appointed. You are an heir (i.e., spouse, common-law spouse, child, sibling, or grandchild).	<ul style="list-style-type: none"> <li>- Document(s) showing proof of relationship to the deceased (e.g., birth certificate, marriage certificate)</li> </ul>

*\*Eligible Heir – Refer to Section 9 of the Estates Claims Protocol*

# Île-à-la-Crosse School Settlement Claim Form - **DRAFT**

**Step 1:** Place an “X” in this box if the statement is true (Required).

<div style="border: 1px solid black; width: 40px; height: 40px; margin: 0 auto;"></div>	I declare that, to the best of my knowledge, the deceased Survivor Class Member did not leave a will, and no Estate Executor has been appointed. All reasonable efforts have been made to locate a will.
---	--

**Step 2:** Identify your relationship to the deceased Survivor Class Member and **provide proof of your relationship to the deceased Survivor Class Member if available. If proof is not available, provide an attestation/sworn declaration** (Required).

Check the boxes to show how you are related to the deceased Survivor Class Member named on page # of this Claim Form and the type of legal documentation you will submit with this Claim Form as proof of your relationship.			
<b>Your relationship to the deceased Survivor Class Member</b>		<b>Proof of Relationship documentation</b>	
Married spouse	<input type="checkbox"/>	Marriage certificate	<input type="checkbox"/>
		Support order for separated (but not divorced spouse)	<input type="checkbox"/>
		Solemn declaration (see Annex E) 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 the deceased Survivor Class Member’s death.	<input type="checkbox"/>
Common-law spouse	<input type="checkbox"/>	Solemn declaration (see Annex E) that the spouse and the deceased Survivor Class Member had co-habited continuously for at least two (2) years prior to the death of the deceased Survivor Class Member, and that they continued to co-habit at the time the deceased Survivor Class Member’s death.	<input type="checkbox"/>
Child	<input type="checkbox"/>	Long-form birth certificate	<input type="checkbox"/>
		Adoption order	<input type="checkbox"/>
		Child support order made against the deceased Survivor Class Member	<input type="checkbox"/>
		Solemn declaration (see Annex E) that the deceased Survivor Class member was your parent, including enough detail to show the parent-child relationship. This may include family photographs, an obituary naming you as the deceased Survivor Class Member’s	<input type="checkbox"/>

## Île-à-la-Crosse School Settlement Claim Form - **DRAFT**

		child, or a sworn attestation by another relative of the deceased Survivor Class Member.	
Sibling	<input type="checkbox"/>	Solemn declaration (see Annex E) that the deceased Survivor Class member was your sibling, including enough detail to show the sibling relationship. This may include family photographs, an obituary naming the Eligible Heir as the deceased Survivor Class Member's sibling, or a sworn attestation by another relative of the deceased Survivor Class Member.	<input type="checkbox"/>
Adult Grandchild (Experience Payment only)	<input type="checkbox"/>	A long-form birth certificate, adoption order, or child support order made against the deceased Survivor Class Member's child, and the deceased Survivor Class Member's child's long-form birth certificate, adoption order, or child support order made against the Survivor Class Member	<input type="checkbox"/>

**Step 3:** Place an "X" in this box if the statement is true (Required). **You must also complete the Solemn Declaration of Intestacy and Eligible Heir below.**

<input style="width: 50px; height: 30px;" type="checkbox"/>	I declare that to the best of my knowledge and belief there are no living family members who have equal or higher priority than me.
---	---

**Step 4 -** If Step 3 does not apply to you because there are other living family members of equal priority to you, complete this section to identify those other Eligible Heirs (the other children, siblings, or grandchildren of the Survivor Class Member). **You must also complete the Solemn Declaration of Intestacy and Designated Heir Claimant below.**

Heirs' Names	Relationship to deceased Survivor Class Member (select one)	
	Child	<input type="checkbox"/>
	Sibling	<input type="checkbox"/>
	Grandchild	<input type="checkbox"/>

## Île-à-la-Crosse School Settlement Claim Form - **DRAFT**

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**Important:** Please try to send copies of documents (photocopy, scan, fax, or photo) – **we would prefer that you do not send originals.** Make sure each document includes the Survivor Class Member’s first and last name and date of birth as entered in Part 1 of this Claim Form. This will ensure all documentation is placed with the correct Claim Form.


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## 8. Solemn Declaration of Intestacy and Eligible Heir

The Eligible Heir must solemnly declare that the deceased Survivor Class Member died without leaving a will (“died intestate”) and that no one has been legally appointed to administer the deceased Survivor Class Member’s estate. In addition, they must solemnly declare that there are no known higher priority Eligible Heirs.

### Solemn Declaration of Intestacy and Eligible Heir

*I solemnly declare that, to the best of my knowledge, the deceased Survivor Class Member named on page # of this Claim Form died without leaving a will and that no Estate Executor has been appointed to manage the deceased Survivor Class Member’s estate. I solemnly declare that I am the highest priority Eligible Heir and there are no Eligible Heirs with higher priority than me.*

First Name	Middle Name	Last Name
		
Signature of highest priority Eligible Heir		Date (MM-DD-YYYY)

## Annex C

### Deceased Survivor Class Members (continued)

## 9. Solemn Declaration of Intestacy and Designated Heir Claimant

If there is **more than one** Eligible Heir at the highest level (for example, several children), the Designated Heir Claimant they select to submit this Claim Form on their behalf must solemnly declare that the deceased Survivor Class Member died without leaving a will (“died intestate”) and that no one has been legally appointed to administer the deceased Survivor Class Member’s estate. In addition, they must make a solemn declaration confirming that they are the Designated Heir Claimant, listing details of all of the other highest priority Eligible Heir children/siblings/grandchildren, and undertaking to distribute amounts awarded under the Settlements in respect of the Survivor Class Member to all other highest priority Eligible Heirs in equal shares.

### Solemn Declaration of Intestacy and Designated Heir Claimant

*I solemnly declare that, to the best of my knowledge, the deceased Survivor Class Member named on page # of this Claim Form died without leaving a will and that no Estate Executor has been appointed to manage the deceased Survivor Class Member’s estate. I solemnly declare that the names, birth dates, current addresses, and signatures listed on page # of this Claim Form are those of all the deceased Survivor Class Member’s highest priority Eligible Heirs. Additionally, I solemnly declare that I have been selected by the listed Eligible Heirs as the Designated Heir Claimant, and I*

# Île-à-la-Crosse School Settlement Claim Form - **DRAFT**

*am submitting this Claim Form on behalf of those Eligible Heirs of the deceased Survivor Class Member named on page # of this Claim Form. I solemnly declare that I will distribute all amounts awarded under the Settlements in respect of the Survivor Class Member to all other highest priority Eligible Heirs in equal shares.*

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First Name

Middle Name

Last Name

**X**

Signature of Designated Heir Claimant

Date (MM-DD-YYYY)

# Île-à-la-Crosse School Settlement Claim Form - **DRAFT**

## Annex C

### Deceased Survivor Class Members (continued)

**Highest priority Eligible Heirs** - Each of the deceased Survivor Class Member's Eligible Heirs (other than the Designated Heir Claimant) is required to fill in and sign this part of the Claim Form.

<b>Eligible Heir 1</b>										
First Name	Middle Name	Last Name								
<b>Date of Birth:</b>										
<table border="1" style="margin: auto;"> <tr> <td style="width: 20px; height: 20px;"></td> <td style="width: 20px; height: 20px;"></td> </tr> </table> Day			<table border="1" style="margin: auto;"> <tr> <td style="width: 20px; height: 20px;"></td> <td style="width: 20px; height: 20px;"></td> </tr> </table> Month			<table border="1" style="margin: auto;"> <tr> <td style="width: 20px; height: 20px;"></td> <td style="width: 20px; height: 20px;"></td> <td style="width: 20px; height: 20px;"></td> <td style="width: 20px; height: 20px;"></td> </tr> </table> Year				
Street number	Street name	Unit								
PO Box number	City/Town/Community	Postal Code								
Province/Territory	Country									
<div style="border: 1px solid black; width: 80%; margin: 0 auto; padding: 5px;"> <span style="color: red; font-weight: bold; font-size: 1.2em;">X</span> </div> Eligible Heir's signature										

<b>Eligible Heir 2</b>										
First Name	Middle Name	Last Name								
<b>Date of Birth:</b>										
<table border="1" style="margin: auto;"> <tr> <td style="width: 20px; height: 20px;"></td> <td style="width: 20px; height: 20px;"></td> </tr> </table> Day			<table border="1" style="margin: auto;"> <tr> <td style="width: 20px; height: 20px;"></td> <td style="width: 20px; height: 20px;"></td> </tr> </table> Month			<table border="1" style="margin: auto;"> <tr> <td style="width: 20px; height: 20px;"></td> <td style="width: 20px; height: 20px;"></td> <td style="width: 20px; height: 20px;"></td> <td style="width: 20px; height: 20px;"></td> </tr> </table> Year				
Street number	Street name	Unit								
PO Box number	City/Town/Community	Postal Code								

# Île-à-la-Crosse School Settlement Claim Form - **DRAFT**

Province/Territory	Country
<div style="border: 1px solid black; width: 80%; margin: 0 auto; height: 40px; background-color: #e0e0e0; position: relative;"> <span style="position: absolute; top: 5px; left: 5px; color: red; font-weight: bold;">X</span> </div> <p style="margin-top: 5px;">Eligible Heir's signature</p>	

## Annex C Deceased Survivor Class Members (continued)

<b>Eligible Heir 3</b>		
First Name	Middle Name	Last Name
<b>Date of Birth:</b>	<div style="border: 1px solid black; width: 40px; height: 25px; margin: 0 auto; display: flex; justify-content: space-between;"> <span style="width: 15px;"></span> <span style="width: 15px;"></span> </div> <p style="margin-top: 5px; text-align: center;">Day</p>	<div style="border: 1px solid black; width: 40px; height: 25px; margin: 0 auto; display: flex; justify-content: space-between;"> <span style="width: 15px;"></span> <span style="width: 15px;"></span> </div> <p style="margin-top: 5px; text-align: center;">Month</p>
	<div style="border: 1px solid black; width: 100px; height: 25px; margin: 0 auto; display: flex; justify-content: space-between;"> <span style="width: 25px;"></span> <span style="width: 25px;"></span> <span style="width: 25px;"></span> <span style="width: 25px;"></span> </div> <p style="margin-top: 5px; text-align: center;">Year</p>	
Street number	Street name	Unit
PO Box number	City/Town/Community	Postal Code
Province/Territory	Country	
<div style="border: 1px solid black; width: 80%; margin: 0 auto; height: 40px; background-color: #e0e0e0; position: relative;"> <span style="position: absolute; top: 5px; left: 5px; color: red; font-weight: bold;">X</span> </div> <p style="margin-top: 5px;">Eligible Heir's signature</p>		

<b>Eligible Heir 4</b>		
First Name	Middle Name	Last Name
<b>Date of Birth:</b>	<div style="border: 1px solid black; width: 40px; height: 25px; margin: 0 auto; display: flex; justify-content: space-between;"> <span style="width: 15px;"></span> <span style="width: 15px;"></span> </div> <p style="margin-top: 5px; text-align: center;">Day</p>	<div style="border: 1px solid black; width: 40px; height: 25px; margin: 0 auto; display: flex; justify-content: space-between;"> <span style="width: 15px;"></span> <span style="width: 15px;"></span> </div> <p style="margin-top: 5px; text-align: center;">Month</p>
	<div style="border: 1px solid black; width: 100px; height: 25px; margin: 0 auto; display: flex; justify-content: space-between;"> <span style="width: 25px;"></span> <span style="width: 25px;"></span> <span style="width: 25px;"></span> <span style="width: 25px;"></span> </div> <p style="margin-top: 5px; text-align: center;">Year</p>	
Street number	Street name	Unit
PO Box number	City/Town/Community	Postal Code

# Île-à-la-Crosse School Settlement Claim Form - **DRAFT**

Province/Territory	Country
<div style="border: 1px solid black; padding: 5px; display: inline-block;">X</div> Eligible Heir's signature	

If you need space for more Eligible Heirs, you can attach additional pages.

# Île-à-la-Crosse School Settlement Claim Form - **DRAFT**

## Annex D Checklist

Before you submit this Claim Form to the Claims Administrator, check to ensure that you have completed all of the required sections and have attached copies of all required supporting documents. **Don't forget to keep a copy of this Claim Form and all of your supporting documentation for your records.**

I have included a copy of the Survivor Class Member's valid, government issued identification.	<input type="checkbox"/>
I have attached copies of school records or other documents that show the dates the Survivor Class Member attended Île-à-la-Crosse School.	<input type="checkbox"/>
I have read, understood, and signed the Privacy Release, Acknowledgement and Retention Policy.	<input type="checkbox"/>
If I chose to receive compensation by direct deposit, I have provided a void cheque or a direct deposit form from my bank.	<input type="checkbox"/>
<b>If you are applying for Abuse Compensation</b>	
I have attached copies of documentation that shows the abuse I experienced at Île-à-la-Crosse School.	<input type="checkbox"/>
I have completed the Solemn Declaration of Harm.	<input type="checkbox"/>
<b>If you are submitting this Claim Form on behalf of a Person Under Disability</b>	
I have attached a copy of documentation showing that I am the Survivor Class Member's legally appointed Personal Representative.	<input type="checkbox"/>
<b>If you are the Estate Representative submitting this Claim Form on behalf of a deceased Survivor Class Member</b>	
I have attached a copy of documentation showing that I am the legally appointed Estate Executor of the deceased Survivor Class Member's estate, along with a death certificate or proof of the deceased Survivor Class Member's death.	<input type="checkbox"/>

## Île-à-la-Crosse School Settlement Claim Form - **DRAFT**

<b>If you are the Eligible Heir Representative submitting this Claim Form on behalf of a deceased Survivor Class Member who is a member of your family</b>	
I have attached a copy of a death certificate or other proof of the deceased Survivor Class Member's death.	<input type="checkbox"/>
I have completed the Solemn Declaration of Intestacy and Eligible Heir and signed it.	<input type="checkbox"/>
I have provided copies of documents that show how I am related to the deceased Survivor Class member.	<input type="checkbox"/>
<b>If there is more than one highest priority Eligible Heir Representative</b>	
I have completed the Solemn Declaration of Designated Heir Claimant and signed it. All of the other highest priority Eligible Heirs have provided their contact information and signed to confirm that they have selected me as the Designated Heir Class Member.	<input type="checkbox"/>

**Annex E**  
**Optional Solemn Declarations**

**Solemn Declaration of Marriage**

*I solemnly declare that I legally married the deceased Survivor Class Member named on page # of this Claim Form and we remained married until their death.*

We were married in:

City/Town/Community/Province/Country

on:

Date (MM-DD-YYYY)

<input type="text"/>	<input type="text"/>	<input type="text"/>
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First Name

Middle Name

Last Name

**X**

Signature of deceased Survivor Class Member's Married Spouse

Date (MM-DD-YYYY)

**Annex E**  
**Optional Solemn Declarations (continued)**

**Solemn Declaration of Parent-Child Relationship**

*I solemnly declare that the deceased Survivor Class Member named on page # of this Claim Form was my parent.*

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First Name

Middle Name

Last Name

X

Signature of deceased Survivor Class Member's Child

Date (MM-DD-YYYY)

**Annex E**  
**Optional Solemn Declarations (continued)**

**Solemn Declaration of Sibling Relationship**

*I solemnly declare that the deceased Survivor Class Member named on page # of this Claim Form was my sibling.*

First Name	Middle Name	Last Name
<u>X</u>		
Signature of deceased Survivor Class Member's Sibling		Date (MM-DD-YYYY)