KING'S BENCH FOR SASKATCHEWAN

Citation: **2026 SKKB 92**

Date: **2026 04 29**
Docket: KBG-SA-00936-2025
Judicial Centre: Saskatoon

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

CORRECTED JUDGMENT: The text of the original judgment has been changed per the corrigendum released May 4, 2026. A copy of the corrigendum is appended to this corrected judgment.

Counsel:

Margaret L. Waddell, Tina Q. Yang, Umaiyahl Nageswaran, Jamie Shilton and Evatt F.A. Merchant, K.C.	for the plaintiffs
Sean J. Sass, Joshua A. Seib and Jayme P. Anton	for the defendant, Canada (Attorney General)
Jeffrey G. Brick, K.C., and Vivian O. Olatunji	for the defendant, Government of Saskatchewan

---

JUDGMENT
April 29, 2026

WEMPE J.

I. Introduction

[1] This proposed class action was brought on behalf of former students of the Île-à-la-Crosse Residential School [ILC School] and their families. Similar to other

residential schools in Canada, the ILC School caused long-lasting harm to students [Survivors] for over a century during the school's existence. The alleged abuse that occurred at the ILC School included psychological, physical and sexual abuse, and active attempts to destroy the students' Indigenous identities.

[2] The plaintiffs apply for consent certification of the class action and court approval of settlement agreements reached with both defendants – the Attorney General of Canada [Canada] and the Government of Saskatchewan [Saskatchewan]. They are also seeking court approval for Class Counsel's fees and disbursements, and honoraria to be awarded to the plaintiffs, former plaintiffs and others who made significant contributions to this matter. Canada and Saskatchewan consent to the relief sought.

[3] The Settlement Agreements provide for over $92 million to resolve this litigation in favour of approximately two thousand eligible Survivor Class Members and their family members. The other financial benefits include:

(i) direct compensation to Survivors for the common experiences and harms of attending the ILC School;

(ii) direct compensation to Survivors who experienced sexual abuse and/or serious physical abuse;

(iii) a fund to support projects devoted to healing, wellness, language, culture, education and commemoration; and

(iv) amounts for claims administration, legal fees and disbursements.

[4] The Settlement Agreements were reached after years of hard-fought litigation and intensive, arm's-length negotiations. Although no amount of money can right the wrongs which occurred at the ILC School, the Settlement Agreements are a significant step towards reconciliation. The survivors of the ILC School have spent

years fighting for accountability of the wrongs. The proposed Settlement Agreements are fair, reasonable and in the best interests of the Class Members. For the reasons that follow, I grant the order for consent certification, approve the Settlement Agreements and approve the Counsel fees, disbursements and honoraria.

II. History of the Île-à-la-Crosse School

[5] The community of Île-à-la-Crosse recently celebrated its 250-year anniversary. The community is older than the province of Saskatchewan. The story of the ILC School has largely been omitted from the history of residential schools in Canada and Saskatchewan.

[6] The ILC School was a residential/boarding school founded by the Catholic Oblates of Mary Immaculate [OMI] in 1860 for the stated purpose of educating Indigenous children. Over the years, approximately twenty-four hundred children from Île-à-la-Crosse and the surrounding region stretching across Northern Alberta, Saskatchewan and Manitoba attended the ILC School. The students at the ILC School were mostly Métis, Dene and Cree.

[7] The affidavit evidence filed by the plaintiffs establishes that between the 1870s and 1890s, the new Canadian government provided the OMI with sporadic funding to help operate the ILC School. For a period beginning in 1897, the ILC School was incorporated into the broader system of Indian Residential Schools receiving regular federal funding, but the OMI remained responsible for staffing and operations.

[8] Following the formation of Saskatchewan in 1905, the OMI continued to operate the ILC School, with the province providing funding sporadically in response to requests. Beginning in the 1940s, Saskatchewan began to regularize its responsibility for funding schools in the north, including the ILC School. This included the creation of an administrative structure involving boards of elected trustees charged with the

day-to-day responsibilities of school management. By the mid-1970s, the ILC School closed and a new community run public school board was established.

[9] For most of the history of the ILC School, it operated as a residential/boarding school and as a day school. The children who attended as "day schoolers" did not reside in the residence facilities of the ILC School but lived off site with their families.

[10] OMI also operated the nearby residential school at Beauval which, unlike the ILC School, was recognized by Canada as an Indian Residential School [IRS]. The Survivors from the ILC School reported that the priests who forced their families to send them to the school were the same priests who forced children into the Beauval IRS. Most of the children forced to attend the ILC School did not have status under the *Indian Act*, RSC 1985, c I-5, unlike the children at the Beauval IRS. This is one of the reasons why the ILC School was not included in other IRS settlements.

[11] Similar to Beauval and other IRSs, Survivors at the ILC School endured abuse, mistreatment and cultural denigration. The evidence filed shows Survivors reported being punished for speaking their Indigenous languages or engaging in cultural practices, being verbally and psychologically abused for their Indigenous identity, having their hair cut off upon arrival without their consent, forced physical labour, excessive physical punishment, and sexual and physical abuse.

[12] The extent of Canada's and Saskatchewan's responsibility for the day-to-day operations of the ILC School was a heavily disputed issue in the litigation. Although Canada took responsibility for other IRS schools, including Beauval, over twenty years ago, there has not been similar recognition for the ILC School until these recent Settlement Agreements. The plaintiffs took the position that both governments were sufficiently involved in the establishment, maintenance and operation of the ILC School, the defendants, however, rejected this proposition for many years.

III. Litigation History and Background

[13] Because the ILC School was excluded from the Indian Residential Schools Settlement Agreement [IRSSA], on December 9, 2005, *Aubichon v Canada (Attorney General)* (QBG-RG-02036-2005) [*Aubichon* Action], was commenced as a class action on behalf of survivors of the ILC School. When the IRSSA came before this Court for approval in 2006, the plaintiffs in the *Aubichon* Action objected to exclusion of the ILC School from that settlement. In approving the IRSSA, Ball J. recognized the validity of the objection but accepted that the agreement represented the best that could be achieved for the greatest number of class members: *Sparvier v Canada (Attorney General),* 2006 SKQB 533 at para 10 [*Sparvier*].

[14] On January 20, 2007, the *Aubichon* Action plaintiffs filed an amended statement of claim adding Saskatchewan as a defendant. In response, Saskatchewan brought an application to disallow the amendments. Although Ball J. dismissed Saskatchewan's application, he noted that many of the claims raised in the *Aubichon* Action were presumptively out of time.

[15] While the *Aubichon* Action was ongoing, attempts were also made to have the ILC School added as an IRS under Article 12 of the IRSSA. Article 12 created a process allowing individuals to request a school be recognized as an IRS and therefore included in the IRSSA. Canada, however, denied the application on the basis that the ILC School was operated by a religious organization; therefore, Canada was not jointly or solely responsible for the school's operation. Canada has never varied that position until recently.

[16] In conjunction with the *Aubichon* Action, the Île-à-la-Crosse Boarding School Steering Committee [Steering Committee] was formed to advocate for Survivors. The Steering Committee is composed of Survivors and children of Survivors from across Saskatchewan, as well as appointed members who represent key interests

such as the Village of Île-à-la-Crosse and the Métis Nation-Saskatchewan [MNS].

[17] In 2018, the Steering Committee attempted negotiations towards resolution of the Survivors' claims. Saskatchewan refused to engage with the Steering Committee; however, Canada, the MNS and the Steering Committee executed a "Memorandum of Understanding for Île-à-la-Crosse Exploratory Discussions" [2019 MOU] in July 2019. The 2019 MOU committed Canada to open a formal dialogue to address the legacy of the ILC School, including considering options that could inform a possible resolution of the litigation. Unfortunately, dialogue between the parties broke down in the fall of 2021.

[18] Following the breakdown of the MOU discussions, the Steering Committee sought new counsel to commence fresh litigation to move forward with the Survivors' claim. On December 22, 2022, the plaintiffs commenced a new proposed class action on behalf of Survivors and their family members against both Canada and Saskatchewan (KBG-SA-01263-2022) [*Gardiner* Action].

[19] The plaintiffs brought a certification application in the *Gardiner* Action which was initially opposed by both defendants. In support of certification, the plaintiffs filed affidavits detailing their experiences at the ILC School and their qualifications to act as representative plaintiffs for the class. They also filed expert reports from two Saskatchewan historians who reviewed voluminous archival and other documents concerning the history of the ILC School. In March 2024, a timetable for the certification application was set, and the hearing for the application was set for the spring of 2025.

[20] In response to the certification application Canada filed an expert report from an actuary estimating the size of the class. Saskatchewan filed an affidavit from a senior civil servant who reviewed over 300 archival documents. More specifically, the affidavit set out that none of the documents indicated Saskatchewan had any role in the

management, staffing or day to day operation of the ILC School. Rather the OMI was responsible for the management, staffing and day to day operation of the school. Saskatchewan did, however, provide funding grants, school supplies and required the teachers at the ILC School to be licensed. In 1946, responsibility for the day-to-day operations was transferred to the Île-à-la-Crosse Committee, organized under the umbrella of the Northern Administrative Area of the public school system, with funding from the Government of Saskatchewan.

[21] After initially seeking to stay the *Aubichon* Action in a contested application, the *Gardiner* plaintiffs negotiated a consent stay of the *Aubichon* Action, pending resolution of the *Gardiner* Action's contested certification application. Later, the plaintiffs in both actions, and their counsel, agreed the actions should instead be consolidated and prosecuted by a consortium of law firms to facilitate the settlement. On January 28, 2026, this Court granted a consent consolidation order resulting in the Consolidated Action with the *Gardiner* Action plaintiffs as the plaintiffs (KBG-SA-00936-2025).

[22] From the outset of the *Gardiner* Action, the plaintiffs have pursued a focused plan to advance the action as quickly as possible, whether through settlement or moving to a contested certification hearing and trial.

[23] Initially, only Canada was receptive to settlement discussions initiated by the plaintiffs. Canada and the plaintiffs exchanged several rounds of settlement offers and engaged in extensive negotiations, resulting in the successful negotiation of an agreement in principle signed February 26, 2025. On March 4, 2025, the plaintiffs and the federal Minister of Crown-Indigenous Relations and Northern Affairs announced the execution of the Agreement in Principle. Even after an agreement in principle was reached with Canada, Saskatchewan continued to oppose certification.

[24] Considering settlement with Canada, the plaintiffs renewed efforts at

settlement with Saskatchewan in March 2025. In August 2025, following lengthy consideration, the plaintiffs accepted Saskatchewan's offer to settle. Premier Scott Moe announced the Agreement in Principle on September 29, 2025, and issued an apology to Survivors. Negotiations toward the comprehensive and detailed final settlements continued through to January 2026 when both Settlement Agreements were executed.

[25] The key terms of the Settlement Agreement with Canada include the following:

(a) A fund of $27.335 million for Experience Payments of up to $10,000 for Survivors who attended the ILC School for up to four school years, and up to $15,000 for Survivors who attended the ILC School for five or more school years.

(b) The ability for estate representatives and non-executor heirs, to receive a deceased Survivor's Experience Payment entitlement.

(c) A one-year claims period, followed by a six-month extension period.

(d) A contribution of $5 million for the costs of administering the Canada Settlement and disseminating notice to the Class.

(e) A Legacy Fund of $10 million to support projects that meet the objectives of the promotion of healing, wellness, language, culture, education, commemoration and reconciliation. Any unspent residue from the Experience Payments fund will be allocated to the Legacy Fund.

(f) If no settlement with Saskatchewan is approved by the Court, up to $5 million toward the ongoing cost of litigation of Class Members'

claims against Saskatchewan.

(g) A paper-based, confidential, user-friendly and trauma-informed process for submitting claims for Experience Payments, in which claimants are presumed to be acting honestly and in good faith.

(h) For claims which the Claims Administrator would deny wholly, review by a third-party Assessor to confirm or modify the Claims Administrator's decision.

(i) An agreement that Experience Payments are non-taxable benefits that shall not affect eligibility for any social assistance programs administered by Canada.

(j) Separate payment of legal fees to Class Counsel and honoraria to requested recipients, subject to Court approval, which shall not reduce any other amount paid under the Canada settlement.

[26] The Settlement Agreement with Saskatchewan includes:

(a) An all-inclusive fund of $40.2 million, which the plaintiffs propose will be applied for compensation for sexual abuse and serious physical abuse suffered at the ILC School, as well as Class Counsel's legal fees and the costs of administering the Saskatchewan Settlement.

(b) Individual awards for Abused Compensation ranging from $50,000 to $235,000, depending on the severity of the abuse and its effects, which are additional to amounts awarded as Experience Payments.

(c) A two-year claims period, followed by a one-year extension period.

(d) A paper-based, confidential, user-friendly and trauma-informed process for submitting claims for Abuse Compensation in which Claimants are presumed to be acting honestly and in good faith.

(e) For claims which the Claims Administrator would deny, in whole or in part, review by a third-party Assessor to confirm or modify the Claims Administrator's decision. The Assessor will adopt an inquisitorial role to obtain further information from denied claimants before reaching final determinations on their claims.

(f) A agreement that Abuse Compensation shall not affect eligibility for any social assistance programs administered by Saskatchewan, and no amount is to be paid to Saskatchewan's provincial health insurer.

(g) Terms under which any residue of the $40.2 million fund, after payment of Abuse Compensation, will be applied to provide additional Experience Payments for Survivors who were residential students.

[27] It is noteworthy that the Saskatchewan settlement addresses two areas not addressed in the Canada settlement – compensation for sexual abuse and serious physical abuse, and additional experience payment compensation for residential/boarding students. Including the legal fees and disbursements, the defendants are committing more than $92 million to the settlement.

IV. Issues

[28] The issues for this Court to determine are:

1. Should this proceeding be certified as a class action?

2. Should the Court approve the Settlements?

3. Should the Court approve the Class Counsel fees, disbursements and honoraria?

V. Law and Analysis

1. Should this proceeding be certified as a class action?

[29] Certification of this matter as a class action is necessary prior to the Court approving the Settlement Agreements. Both Canada and Saskatchewan have consented to an order certifying this proceeding as a class action for the purpose of effecting the Settlements.

[30] Courts across this country have consistently held that in these circumstances, although all the criteria for certification must be met, strict compliance with the certification criteria is not required: *Vistoli v Haventree Bank*, 2024 ONSC 1887 at para 8. The representative plaintiff must still provide some minimum evidentiary basis for the certification order: *Hollick v Toronto (City),* 2001 SCC 68 at para 24.

[31] The criteria for certification are set out in s. 6(1) of *The Class Actions Act*, SS 2001, c C-12.01:

(a) the pleadings disclose a cause of action;

(b) there is an identifiable class;

(c) the claims of the class members raise common issues;

(d) a class action would be the preferable procedure; and

(e) the proposed representative plaintiff is adequate.

[32] The plaintiffs allege in their pleadings that Canada breached its fiduciary duty owed to the Class, was negligent in relation to the Class, violated the Class

Members' Aboriginal rights under s. 35 of the *Constitution Act, 1982*, being Schedule B to the *Canada Act, 1982* (UK), 1982, c 11, and breached its obligations under international law.

[33] The plaintiffs allege that Saskatchewan was negligent. The pleadings alleged that Saskatchewan owed a duty of care to the Survivors, Saskatchewan's conduct breached the applicable standard of care, the Class Members suffered damages, and the damages sustained by the Class Members were foreseeably caused by Saskatchewan's breach of the standard of care.

[34] I have no difficulty finding based on the pleadings that a cause of action against Canada and Saskatchewan is disclosed. The first criteria is therefore satisfied.

[35] Moving to the second criteria, to establish the existence of an identifiable class the plaintiff must:

> (a) satisfy the court that the proposed class definition permits an objective determination of whether an individual is a member;
>
> (b) provide evidence to establish that the class exists; and
>
> (c) establish a rational connection between the proposed class definition, the proposed cause of action and the proposed common issues.

[36] The proposed class definition in this matter is:

> **Survivor Class** means every person who was alive on December 9, 2003, and who attended as a student or for educational purposes at the Ile-a-la-Crosse School during the class period, including their estates, heirs, executors, administrators, personal representatives and/or trustees. For greater clarity, Ile-a-la-Crosse means the Ile-a-la-Crosse School and residence in operation approximately during the Class

> Period, also known as the Ile-a-la-Crosse Mission School or the Ile-a-la-Crosse Boarding School. The Ile-a-la-Crosse School does not include the Rossignol School, any other school run by the Ile-a-la-Crosse School Division, or any other school remaining in operation following the Class Period; and
>
> **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.

[37] This definition satisfies the second criteria for certification. There are objective criteria related to attendance at the ILC School, and it is rationally connected to the proposed common issues. All persons who attended the ILC School share an interest in the determination of whether Canada's and Saskatchewan's roles in the operation of the ILC School resulted in breaches of their common law, fiduciary, constitutional and international law obligations. The court can also readily conclude from the expert actuarial report of Mr. Gorham (which indicated there were as many as 2,060 Survivors of the ILC School as of December 9, 2003) that there are two or more persons with common issues respecting a cause of action.

[38] To satisfy the third criteria for certification, the law requires a common issue must be common to all claims and its resolution must advance the litigation for (or against) the class: *MacInnis v Bayer Inc.*, 2023 SKCA 37 at para 54.

[39] The proposed common issues in this class action are consistent with the common issues certified in similar institutional abuse class actions, including those which resulted in the Indian Day Schools Settlement Agreement and the Day Scholars Settlement Agreement from the cases of *Rumley v British Columbia,* 2001 SCC 69 at para 11 [*Rumley*]; *McLean v Canada (Attorney General),* 2018 FC 642; and *Gottfriedson v Canada*, 2015 FC 706 at para 20.

[40] I find the proposed common issues criterion has been met because the proposed issues would substantially advance each Class Member's claim.

[41] The preferable procedure criterion requires a plaintiff to establish that the class action will be a fair, efficient and manageable method of advancing the claim and is preferable to other reasonably available means of resolving the claims of the class members. In *Waheed v Pfizer Canada Inc.,* 2011 ONSC 5057, Perell J. held that where there is a cause of action, an identifiable class, common issues and settlement, there is a strong basis to conclude that a class proceeding is the preferrable procedure.

[42] For the same reason, certifying this proceeding as a class action is the preferrable procedure. There is no alternative procedure through which the benefits for the Class can be obtained, other than individual actions which would raise significant access to justice issues. I find that a class action is the preferable procedure in this case.

[43] The last criterion for certification is that a plaintiff must show there is at least one person willing to act as representative plaintiff who:

(a) would fairly and adequately represent the interests of the class;

(b) has produced a plan for the class action that sets out a workable method of advancing the action on behalf of the class and of notifying class members of the action; and

(c) does not have, on the common issues, an interest that is in conflict with the interests of other class members.

[44] In their affidavits, the proposed representative plaintiffs demonstrate their commitment to advancing this class action, and there are no conflicts with other Class Members on the common issues. In the Settlements, they have also set out a plan for concluding the action and notifying the class.

[45] I find that all the criteria for certification have been met, and this action will be certified as a class action.

2. Should the Court approve the Settlements?

[46] Section 38(3) of *The Class Actions Act* provides that settlement of a class proceeding is not binding unless approved by the court. To approve a settlement of a class proceeding, the court must be satisfied the proposed settlement is fair and reasonable, and in the best interests of class members: *Sparvier* at para 6; *Driediger v Ashley Furniture Industries Inc.*, 2010 SKQB 437 at para 11 [*Driediger*].

[47] Courts in Saskatchewan and across Canada have adopted a list of factors to be assessed in determining whether to approve a class action settlement:

(a) likelihood of recovery or the likelihood of success;

(b) amount and nature of discovery, evidence or investigation;

(c) settlement terms and conditions;

(d) recommendations and experience of counsel;

(e) future expense and likely duration of litigation;

(f) recommendations of neutral parties, if any;

(g) number of objectors and nature of objections;

(h) presence of arm's-length bargaining and the absence of collusion;

(i) degree and nature of communications by counsel and the representative plaintiffs with class members during the litigation;

(j) information conveying to the Court the dynamics of, and the positions taken by the parties during litigation; and

(k) if counsel fees were negotiated, how big a factor they are.

See *Watch v Live Nation Entertainment Inc.,* 2025 SKKB 10 at para 33 [*Live Nation*]; *Carruthers v Purdue Pharma*, 2022 SKKB 214 at para 62 [*Carruthers*]; *MacMillan v Merck Frosst Canada & Co.*, 2016 SKQB 325 at paras 27-28; and *Driediger* at para 13.

[48] The weight to be assigned to each factor varies depending on the circumstances of the case, not all factors necessarily need to be considered, and no one factor is determinative: *Hardy v Canada (Attorney General),* 2025 FC 1140 at para 84.

[49] While it is not appropriate for the court to rubber stamp settlements, there is a strong presumption of fairness in matters where a proposed final settlement has been negotiated by experienced class counsel at arm's length and presented to the court for approval: *Live Nation* at para 29. As Mitchell J. noted, counsel are in a unique position to assess the risks and rewards of the litigation, and their recommendations should be accorded considerable weight by a reviewing court. A proposed settlement need only fall within a zone of reasonableness; perfection is neither expected nor demanded. See *Live Nation* at para 30; *Driediger* at para 11.

[50] The risks of protracted litigation are also a consideration which Popescul C.J.K.B. summarized in *Carruthers*:

> [85] Another factor to be taken into account is delay. Continued litigation would be the inevitable result of a rejection of the Settlement Agreement. This case has already been ongoing for more than a decade and there have been more twists and turns than most could have anticipated. Sending the matter off for certification, and, if certified, to a trial would consume many more years. Parties not satisfied with rulings have the right to appeal, further adding to the complexity of the situation and the time it would take to have the claims finally resolved, as well as the overall cost of the process.

[51] Turning to the details of the Settlements in this matter, I start by noting that the terms and conditions are in line with numerous prior court-approved class actions on behalf of Indigenous survivors of institutional abuse and cultural erasure.

Class Counsel provided the details of the following settlements:

(a) the IRSSA approved in *Sparvier*;

(b) the Newfoundland Residential Schools Settlement Agreement approved in *Anderson v Canada (Attorney General),* 2016 NLTD(G) 179 [*Anderson*].

(c) the Sixties Scoop Settlement Agreement approved in *Riddle v Canada*, 2018 FC 641;

(d) the Indian Day Schools Settlement Agreement approved in *McLean v Canada,* 2019 FC 1075 [*McLean*];

(e) the IRS Day Scholars Settlement Agreement approved in *Tk'emlúps te Secwépemc First Nation v Canada*, 2021 FC 988 [*Tk'emlúps te Secwépemc First Nation*];

(f) the Indian Boarding Homes Settlement Agreement approved in *Percival v Canada*, 2024 FC 824 [*Percival*]; and

(g) the Federal Indian Hospital Settlement Agreement approved in *Hardy v Canada (Attorney General),* 2025 FC 1140.

[52] Most of these settlements involved litigation against the Federal Crown and offered compensation for physical and sexual abuse, loss of culture and provided for non-compensatory benefits in the form of foundations (or Legacy Funds). These precedents assist the court in its analysis of whether the Settlements in this case are fair and reasonable. Rather than summarizing the details of each of the past court-approved settlements, reproduced below is a chart prepared by Class Counsel which summarizes the key provisions of many of the comparable agreements including the ILC School Settlement Agreements.

SETTLEMENT AGREEMENT COMPARISON CHART

Settlement Agreement	Harms Compensated	Releases	Range of Compensation	Claims Period Duration	Death Date Cutoff for Estate Claims	Fixed Fund vs. Claims Made	Size of Legacy Fund per Survivor	Legal Fees Deducted ?
Île-à-la-Crosse Residential School	Loss of culture (Experience Payments, "EPs") Abuse (Abuse Compensation)	Canada Settlement: Canada, its servants, agents, officers, employees, etc Saskatchewan Settlement: Saskatchewan, its servants, agents, officers, employees, etc No Church or perpetrator releases	EPs – up to $10,000 to $15,000 Abuse Compensation – up to $50,000 to $235,000	EPs – 1 year Abuse – 2 years	December 9, 2003	EPs – fixed fund ($27.335M) Abuse – fixed fund ($40.2M, less legal fees and administration costs)	$10M/1700 (estimated) = $5,882.35 pp	CAN – no; paid separately SK – yes, settlement is all-inclusive
IRRSA	Loss of culture (CEP) Abuse (IAP)	Canada and servants, agents, officers, employees, etc Roman Catholic Dioceses and other entities Anglican Dioceses and other entities	CEP - $10,000 baseline (+$3,000/year) IAP - $5,000 to $275,000 (+250,000 for actual income losses proven through a trial process)	CEP – 4 years IAP – 5 years	May 30, 2005 October 5, 1996 (*Cloud* Class Action)	claims-made	$205M/80k = $2,562.50 pp	no; paid separately
Newfoundland and Labrador Residential Schools	Loss of culture (GCP) Abuse (ACP)	Canada and servants, agents, officers, employees, etc	GCP - $15,000 $20,000 ACP - $50,000 to $200,000	6 months	November 23, 2006	fixed fund ($50M)	none	yes; settlement was all-inclusive
Sixties Scoop	Loss of culture	Canada and servants, agents, officers, employees, etc	$25,000 to $50,000 (depending on # of claims)	9 months	February 20, 2009	fixed fund ($500-750M)	$50M/22.4k = $2,232.14 pp	no; paid separately
Indian Day Schools	Abuse	Canada and servants, agents, officers, employees, etc	$10,000 to $200,000	2.5 years	July 31, 2007	claims-made	$200M/127k-$1,574.80 pp	no; paid separately
IRS Day Scholars	Loss of culture	Canada and servants, agents, officers, employees, etc	$10,000	1.75 years	May 30, 2005	claims-made	$50M/15.484k = $3,229.14 pp	no; paid separately
Indian Boarding Homes	Loss of culture (Category 1) Abuse (Category 2)	Canada and servants, agents, officers, employees, etc	Category 1 - $10,000 Category 2 - $10,000 to $200,0002	2.5 years	July 24, 2016	claims-made	$50M/33k = $1,515.15 pp	no; paid separately
Federal Indian Hospitals	Abuse	Canada and servants, agents, officers, employees, etc	$10,000 to $200,000, varying by severity of abuse	2.5 years	January 25, 2016	claims-made	$385.5M/167.1k = $2,307 pp	no; paid separately

[53] The ILC School Settlements include a total of over $92 million in total to

resolve the litigation. Notably the Saskatchewan portion of the settlement of $40.2 million is the largest class action settlement ever made by the Government of Saskatchewan. This a significant achievement which promotes the rights of the Class Members, the public interest in reconciliation, and the goals of access to justice, behaviour modification, and judicial economy.

[54] Compared with the settlements noted above, the Settlements in this case offer similar levels of compensation, despite having significant merits-based challenges. The compensation grid includes four levels with amounts ranging from $50,000 to a maximum of $235,000 for the most severe forms of abuse. As can be seen in the chart above, these amounts are more than the maximum that was available under the Indian Day Schools Settlement Agreement, the Federal Indian Hospitals Settlement Agreement and the Indian Boarding Homes Settlement Agreement.

[55] The Experience Payments ranging from $10,000 to $15,000 are provided to compensate for the loss of language and culture and compare to the amounts in the precedent cases above. In *Brown v Canada (Attorney General),* 2018 ONSC 3429 at para 21, Belobaba J. noted that damages for loss of cultural identity is a novel claim in Canadian law and Australian courts which have recognized it have awarded damages in the range of $10,000 to $40,000 after trial. The amounts available under the Settlement Agreement are in this range and are a favourable resolution for the Class as a whole.

[56] Although the fixed settlement fund model could mean that if the value of the approved claims exceeds the funds available, each award is reduced on a pro-rata basis, given the estimates by Mr. Gorham of the number of survivors, a pro-rata reduction of the Experience Payments is unlikely. I also note that to alleviate the concern the payments may be delayed pending a determination of all claims, there is a provision allowing the Claims Administrator to make partial payments to Class

Members with approved claims before the final determination of all claims.

[57] The settlement also provides that if funds are remaining after the Experience Payments from Canada are paid, the balance will go into the Legacy Fund. Similarly, if there are funds remaining after the abuse claims are paid out from the Saskatchewan funds, the balance will be paid to residential Survivors. There is no reversion of any of the settlement funds to either defendant, except for any amount not spent in the $5 million budget for notice and administration in the Canada Settlement.

[58] As seen in the chart above, the class action settlements which had a higher level of compensation than the ILC School Settlement involved more imposing procedural burdens and less litigation risk. For example, under the IRSSA, the Independent Assessment Process was an adversarial process where Canada had cross-examination rights and claimants could be ordered to undergo medical examinations. In addition, the claimants who alleged abuse by other students were required to prove that staff knew or ought to have known about the abuse.

[59] The ILC Settlement by comparison follows a trauma-informed, culturally sensitive, expeditious, cost-effective, user-friendly and confidential process. The claims process is intended to minimize the burden and re-traumatization of claimants. More specifically in the absence of reasonable grounds to the contrary, it will be assumed that a claimant is acting honestly and in good faith. Further, all reasonable and favourable inferences that can be drawn in favour of the claimants will be drawn and the absence of a record of a Survivor's attendance at the ILC School will not, by itself, disqualify the claimant.

[60] Other courts have noted the benefits of settlements which minimize as much as possible the risk of re-traumatization and create an atmosphere which encourages Class Members to come forward and tell their stories: *Percival* at para 22, and *McLean* at para 107. In this case, like the Federal Court's comment in *McLean* at

para 83, "absent a settlement, the prospect of re-traumatization to deal with the merits of the class action seems to be a near certainty."

[61] Another important benefit under the Settlements are the provisions for estate claims which allow the family and descendants of Survivors to access compensation. Estate claims would not be possible through further litigation because in Saskatchewan *The Survival of Actions Act*, SS 1990-91, c S-66.1, only allows recovery of damages for actual pecuniary loss to the deceased or the deceased's estates. Damages for pain and suffering, loss of expectancy, loss of culture and other related heads of damages are not permissible. The only way for intergenerational Survivors to access any compensation is through consent certification and court approval of the settlements.

[62] The Legacy Fund is also a significant benefit flowing from the Settlements. Canada has agreed to pay $10 million to establish a Legacy Fund to support commemoration, education, wellness/healing projects, truth-telling events, and culture and language restoration projects. This is a significant benefit to the community as a whole. On a per capita basis, the Legacy Fund in this Settlement is larger than any similar foundation in the precedent settlements to date. These non-compensatory foundation benefits can only be obtained through settlement and would not be available through further litigation. See *Percival* at para 78.

[63] Another benefit of the Settlements is the narrow liability release which still allows Class Members to pursue individual proceedings against individuals or church entities, provided their claims are pleaded to exclude the defendants' proportionate shares of liability.

[64] Finally, the Settlements have resulted in a public apology from the Premier of Saskatchewan and an acknowledgement of responsibility by Canada's Minister of Crown-Indigenous Relations. As many of the Survivors who spoke at the

settlement approval hearing pointed out, while an apology does not undo the harm from the past, it represents a significant and long overdue step towards accountability and reconciliation. This is not a benefit which could be obtained through litigation. The public statements by the Premier and the Minister represent real achievements of the class action.

[65] As alluded to earlier, this class action had significant litigation risks at all three stages, including the certification application, the common issues trial and the individual issues stage. Although certification is being consented to for the purposes of facilitating the settlement, prior to settlement both defendants were opposed to certification. The plaintiffs would have faced significant challenges satisfying the cause of action requirement on certification because of the issues surrounding limitations and duty of care. On a contested certification application, there was a risk the ILC School would be distinguished from other IRS schools because of the specific arrangements between Canada and the church authorities, because other IRSs fell under the *Indian Act*, which created legislative obligations for Canada to establish and operate IRSs, and because the arrangements between Canada and the OMI may have ended around 1905 with the formation of the province of Saskatchewan. These arguments all risked a finding that no legal duty of care was owed to the Survivors.

[66] There would be similar challenges in relation to the claims against Saskatchewan. On the certification application, Saskatchewan would have argued that it was the school board, not the Government of Saskatchewan, that was responsible for operating the ILC School; therefore, no duty of care was owed by the Government of Saskatchewan to the plaintiffs. A similar argument was successfully argued in the recent case of *Youngchief v The Attorney General of Canada*, 2025 ABKB 35 at paras 25-29, where the court concluded that there was no cause of action against Alberta.

[67] Finally, the plaintiffs' claims against Canada for breach of fiduciary duty, breach of Aboriginal Rights under s. 35 of the *Constitution Act, 1982*, and for breach of international law were novel legal arguments with significant litigation risks.

[68] Even if the plaintiffs succeeded in a contested certification application, they would still need to succeed at the trial of the common issues where success again would not be guaranteed. The establishment of a cause of action as tenable in a certification application does not guarantee the plaintiff will prevail on the merits. The same issues noted above relating to whether there was a duty of care could be argued again at the trial of the common issues, and the same risks would again be present. Given the historical nature of the claim, there was significant risk that sufficient evidence to establish the legal duties may not be adduced. A trial in this case would have involved marshalling a massive evidentiary record, including historical documentary evidence, evidence from Class Members concerning the abuse they suffered and expert evidence. In *Anderson*, the Court agreed that the need to assemble a record of this size and nature, in itself, gave rise to significant litigation risks. See *Anderson* at para 47.

[69] Again, even if the common issues were decided in the plaintiffs' favour, there would be similar risks that persist through to the individual trial stage as well. As noted by the Supreme Court in *Rumley*, in institutional cases involving allegations of systemic wrongdoing, only the issues of the nature of the duty owed and whether the duty was breached can be resolved at the common issues trial: *Rumley* at para 36. The individual assessments in this case would require each Class Member to prove the existence and extent of their injuries and that those injuries were caused by the faults of the defendants.

[70] Finally, I note that the Ministry of Health has consented to the Settlements in accordance with *The Health Administration Act*, SS 1980-81, c H-0.0001. Previous

decisions of this Court have denied applications for settlement approval on the basis that the provisions of *The Health Administration Act* were not complied with: *Perdikaris v Purdue Pharma Inc.*, 2017 SKQB 287, and *Perdikaris v Purdue Pharma Inc.*, 2018 SKQB 86.

Supporters and Objectors

[71] There were a number of Survivors and family members who spoke at the settlement approval hearing in favour of approving the Settlement Agreements. Elder Max Morin, Elder Margaret Aubichon, Elder Robert Merasty, Minister Brennan Merasty, Denise George, Melvina Aubichon, Louis Gardiner, Elder Ann Lafleur and Noella Gardiner all spoke about their stories of survival, the history of both the community and the ILC School, and the far-reaching impacts of the ILC School on them and their families.

[72] Every one of the Survivors who spoke started their comments with stating either the number (for the boys) or the initials (for the girls) which they were assigned as students at the ILC School. It was just one striking example of the dehumanizing cultural erasure caused by the ILC School. Most of the survivors have moved away from Île-à-la-Crosse and avoid returning to the community because of the memories it holds. Although the Settlement Agreement will not heal the wrongs which occurred at the ILC School, many of the Survivors spoke about hope for the next generations to come.

[73] Minister Merasty spoke about being a survivor of the intergenerational trauma caused by the ILC School. His father attended the ILC School, and he spoke about carrying his father's pain, a burden that no child should experience. He explained how the harm did not end with his father, but it resurfaced in his own struggles with addiction. Minister Merasty's comments demonstrated the far-reaching impacts of the ILC School through generations of families.

[74] There was one objector who spoke at the hearing and submitted a written objection. Clement Chartier premised his comments by stating that he did not wish to stand in the way of the Settlement Agreements being approved. He urged this Court to approve the settlements, stating that this day has been too long coming and any further delay of justice will be justice denied. He did, however, wish to state his own personal views without prejudice to the settlements.

[75] Mr. Chartier was in full support of the Settlement Agreement with the Province of Saskatchewan but was opposed to the Settlement Agreement with Canada. As Mr. Chartier explained, the Saskatchewan agreement is general in nature and offers flexibility in how compensation is distributed. The physical and sexual abuse primarily took place in the girls' and boy's residences, and compensation will ultimately go to those suffered the most severe harms at the ILC School.

[76] Mr. Chartier, however, was opposed to the Settlement Agreement with Canada because it does not distinguish between students who resided in the residences and those who only attended day school (and were able to go home to their families every day). Mr. Chartier is of the view that the decision not to differentiate between the residential students and the day school students in the common experience payments is an injustice. He argued the impacts on residential students were significantly more egregious than the impacts on day students. He pointed to other settlement agreements which did distinguish between residential students and day school students. Unfortunately, the Settlement Agreements were drafted in such a way that Mr. Chartier does not have the option of opting into the Saskatchewan agreement but opting out of the Canada agreement. Rather, he is in the difficult position of having to accept either both agreements or neither.

[77] Unfortunately, the Court has no ability to change the terms of the Settlement Agreements at a settlement approval hearing. As Mitchell J. points out in

Live Nation, a reviewing court cannot change or alter in any way the terms of the negotiated settlement presented to it. A court can either approve or reject the proposed settlement agreement. See: *Live Nation* at para 32; *Jones v Zimmer GMBH*, 2016 BCSC 1847 at para 37; and *Wilson v Depuy International Ltd.*, 2018 BCSC 1192 at para 60. While I understand Mr. Chartier's concerns and I agree with him that the impacts on residential survivors can be differentiated from day school survivors, I am of the view that, nonetheless, the Settlement Agreements ought to be approved. Mr. Chartier himself stated that he does not want to stand in the way of the Settlement Agreements. The benefits of the Settlements as a whole far outweigh the downside of not recognizing the difference between residential and day school children. As Ball J. recognized in *Sparvier* when he approved the IRSSA, the agreement represents the best that could be achieved for the greatest number of class members. Although the Settlements may not be perfect, they fall within the zone of reasonableness.

[78] If these Settlements are not approved by the Court, the result would be years of protracted and risky litigation with no guarantees while Survivors continue to pass away. The Survivors who spoke at the settlement approval hearing stressed the fact that Survivors are dying every day and, therefore, it is imperative the Settlements be approved by this Court. The Settlements are a significant achievement for Survivors. The terms are fair and in line with similar settlements. The Settlements were achieved through hard fought negotiation by a consortium of experienced counsel. In the circumstances, I am satisfied that the proposed Settlement Agreements are fair, reasonable and in the best interests of the class.

Ancillary Orders

[79] As part of the Settlements, the following ancillary orders/relief (Schedule "A" to the Notice of Application) were requested and are granted:

(a) An order for the disclosure of Class Member information obtained

by the Claims Administrator to the Public Guardian and Trustee [PGT]. Section 14 of *The Class Actions Act* enables the Court to make any order it considers appropriate respecting the conduct of a class action to ensure a fair and expeditious determination. Section 7(3)(c) of the *Personal Information Protection and Electronic Documents Act*, SC 2000, c 5, authorizes disclosure of personal information without consent where required to comply with a subpoena or warrant, or an order made by a court, person or body with jurisdiction to complete the production of information. Providing the PGT with the student lists will facilitate access to justice for people whom the law has deemed incapable.

(b) Deloitte LLP is appointed as the Claims Administrator. They have extensive experience administering complex claims processes in similar class action settlements.

(c) Patti Shedden is appointed as the Assessor. Ms. Shedden is well suited for the role of assessor, whose duties will include reviewing initial determinations by the Claims Administrator and reversing decisions by the Claims Administrator where appropriate, contacting claimants whose abuse claims were denied by the Claims Adminstrator to assist them in navigating the Claims Process, asking questions and obtaining additional information to assist in the final assessment of claims, and making final determinations on claims that were initially denied by the Claims Administrator.

(d) The Phase II Notice Plan and Notices of Hearing which largely mirror the earlier court-approved notice plan for the previous Notice of Hearing are approved.

[80] In addition, I approve the Notices of Settlement Approval and Notice Plan. The Plan is comprehensive and will ensure that all Class Members and the public at large are informed of the Settlement Approval.

3. Should the Court approve the Class Counsel fees, disbursements and honoraria?

Class counsel fees and disbursements

[81] Class Counsel is seeking approval for:

(a) An award of $9,605,000 for legal fees, disbursements and taxes paid under a separate agreement with Canada [Canada Fee Agreement].

(b) An award of $8,500,000 for legal fees, disbursements and taxes to be deducted from the $40.2 million all-inclusive settlement fund paid pursuant to the Saskatchewan Settlement Agreement.

[82] The total legal fees requested constitute 17% of the aggregate monetary value of the Settlements.

[83] The fees and disbursements on the Canada Settlement are being paid separately by Canada and do not form part of the settlement funds for the Class. The negotiation of the fees only began after the settlement had been finalized and after the Agreement in Principle had been executed. Nothing in the negotiations over Class Counsel Fees with Canada impacted the plaintiffs' negotiation of the Canada Settlement or the total amount that Canada was prepared to pay to settle the Class Members' claims.

[84] The Saskatchewan Settlement differs from the Canada Settlement. It is an all-inclusive amount in settlement of four pillars of compensation claimed against Saskatchewan. The $40.2 million settlement includes the following:

(a) common experience,

(b) individual abuse claims,

(c) legacy healing, wellness, education, language, culture and commemoration, and

(d) legal fees, disbursements and costs of administration of the Saskatchewan Settlement.

[85] Section 41(1) of *The Class Actions Act* provides that an agreement respecting fees and disbursements between a lawyer and a representative plaintiff must be in writing and must:

> **41**(1) ...
>
> (a) state the terms under which fees and disbursements are to be paid;
>
> (b) give an estimate of the expected fee, whether or not that fee is contingent on success in the class action; and
>
> (c) state the method by which payment is to be made, whether by lump sum or otherwise.

[86] In considering whether the fees claimed are fair, reasonable and in the best interests of the class, Saskatchewan courts have held that the following factors are relevant:

(a) the time expended by the solicitor;

(b) the factual and legal complexities of the claim;

(c) the monetary value of the matters at issue;

(d) the importance of the matter to the client;

(e) the risks undertaken, including the possibility that the action might not succeed;

(f) the degree of responsibility of class counsel;

(g) the degree of skill and competence demonstrated by class counsel;

(h) the results achieved; and

(i) the contingency fee agreement and the client's expectations as to the amount of the fees.

See *Sparvier* at para 44 and *Carruthers* at para 96.

[87] These factors do not constitute an exhaustive list and will be weighed differently in different cases: *Estey v Attorney General (Nova Scotia),* 2025 NSSC 368 at para 34. The results achieved by Class Counsel and the risks assumed will typically be at the forefront of the analysis. The Court must consider the risk to Class Counsel and the access to justice principles which underly class actions legislation: *Gagne v Silcorp Ltd.*, 1998 CanLII 1584, 167 DLR (4th) 325 (ONCA).

[88] A starting point in the Court's analysis is the retainer agreement negotiated between class counsel and the representative plaintiffs: *Anderson* at para 94. There should be a degree of deference to the fees agreed upon between the parties to the retainer. The arrangement should only be overridden by the Court in clear cases based on principled reasons.

[89] In this case the retainer agreement was negotiated not only between Class Counsel and the clients, but also with Métis Nation-Saskatchewan. The retainer agreement provides that Class Counsel is entitled to seek a contingency fee not exceeding 30% of the amount recovered. The amount requested by Class Counsel is equivalent to 17% of the monetary value of the Settlements; therefore, it is well below

the maximum 30% provided for in the retainer agreement.

[90] The Settlements in this matter represent historic achievements for the Class. The $40.2 million Saskatchewan Settlement is the largest class action settlement by the Government of Saskatchewan. As previously discussed, when compared with other settlements of class actions involving Indigenous survivors of institutional abuse, these Settlements either compare or exceed the amounts in past cases. In addition to the monetary amounts, the Settlements contain other positive provisions including a trauma informed, culturally sensitive, expeditious, cost-effect, user-friendly and confidential process, a Legacy Fund, a public apology from the premier, and allowing persons to make claims on behalf of the estates of deceased Class Members.

[91] There were also significant litigation risks faced by Class Counsel. As explained earlier, success was far from guaranteed and the plaintiffs faced risks regarding limitations and cause of action issues which would have persisted through the certification process, the common issues trial and the individual issues trials. The litigation was complex and historical, making it even more challenging.

[92] In similar class actions, courts have approved fees in the range of 25% to 33%. The fees requested in this matter are well below the amounts other Canadian courts have held are reasonable, standard rates. To name a few:

- *Anderson*, the Court approved a fee of just less than 33.3%;
- *McKay v Rowe*, 2024 ONSC 1378, the Court approved a fee of 28.5%;
- *Live Nation*, this Court approved fees of approximately 28.6%;
- *Carruthers*, this Court approved fees of 25%; and
- *Fiddler v Janssen Inc.*, 2023 SKKB 29, this Court approved fees of approximately 25%.

In several recent institutional abuse cases, similar percentages were approved:

- *Martell v Nova Scotia (Attorney General)*, 2026 NSSC 36 at para 125, the Court approved fees of 30%;
- *Weremy v Manitoba*, 2023 MBKB 122 at paras 40, 43, the Court approved fees of 25%; and
- *Tidd v New Brunswick*, 2023 NBKB 185 at paras 22-23, the Court approved fees of 27.5%.

[93] The affidavit evidence shows that, in total, Class Counsel has expended 4,026.4 hours on this litigation. The lawyers' full rates for that amount of time would be valued at $2,605,283.60. Many more hundreds of hours will be expended in fulfilling the settlement and assisting Class Members with the claims process. The fees requested are not just to compensate Class Counsel for the results achieved, risks incurred and time expended to date but also for the considerable work that remains to be done to implement and supervise the administration of the settlements for the next three years.

[94] Under the retainer with the plaintiffs and the MNS, most of the disbursements have been paid by the MNS; however, if the Settlements are approved, those expenses will be repaid to MNS, together with the fees paid to date.

[95] There were two objections to the Class Counsel fees on the basis that they appeared to be extremely exorbitant. While I understand the numbers may appear high, class counsel fees must be considered in the proper context. See *Hardy v Canada (Attorney General),* 2025 FC 1142 at paras 36-39, where a similar objection was raised. In this case, not only are the fees requested similar or less than the fees in other class actions, they are less than provided for in the retainer agreement, and for the Canada Settlement, there is no reduction in the amounts for Survivors.

[96] The Class Counsel fees and disbursements requested meet the requirements of s. 41 of *The Class Actions Act*. In the circumstances, I am satisfied the fees and disbursements sought are fair and reasonable.

Approval of proposed honoraria

[97] Class Counsel is seeking a $10,000 honorarium for the following individuals:

(a) the plaintiffs in the Consolidated Action: Louis Gardiner, Margaret Aubichon, Melvina Aubichon, Emile Janvier, Duane Favel and Donna Janvier;

(b) non-plaintiff members of the Steering Committee: Herbert Norton, Patricia Laliberte, Ann Lafleur, Leonard Montgrand, Max Morin, Philip Durocher, Doris Morin, Leon McCallum and Mervin Bouvier;

(c) proposed representative plaintiff, and son of a former proposed representative plaintiff, in the *Aubichon/Chartier* Action: David Chartier.

[98] At $10,000 per recipient, the honoraria total $160,000. The Canada Fee Agreement provides funding from Canada for honoraria of up to $150,000. The balance of the remaining $10,000 will be paid from fees awarded to Class Counsel in this application; therefore, there will be no deduction from funds payable to the Class under the Settlements.

[99] In addition, there were eighteen individuals who were previously named in the *Aubichon* action but not named in the Consolidated Action. Although this was not addressed in the written materials filed prior to the settlement approval hearing, at

the settlement approval hearing Ms. Waddell and Ms. Yang sought a $5,000 honorarium for those eighteen individuals. Quite reasonably, they agreed that those amounts could be taken out of their portion of the Class Counsel Fees. I agree that this a fair and reasonable approach.

[100] In *Live Nation* at paragraphs 49-50, 58, 60-62, Mitchell J. reviewed the accepted non-exhaustive list of factors that the Court will consider in determining the reasonableness of a request for honoraria:

(a) Did the representative plaintiff have active involvement in the initiation of the litigation and retainer of counsel?

(b) Was the representative plaintiff exposed to a real risk of costs?

(c) Did the representative plaintiff suffer significant personal hardship or inconvenience in connection with the litigation?

(d) Did the representative plaintiff suffer direct financial losses or incur out-of-pocket costs that she would not have incurred as an individual litigant?

(e) Did the representative plaintiff take on a role that was extraordinarily onerous?

(f) How much time did the representative plaintiff spend, and what activities did she undertake in advancing the litigation?

(g) How did the representative plaintiff communicate and interact with other class members?

(h) What was the extent of the representative plaintiff's participation at various stages in the litigation, including discovery, settlement

negotiations and trial?

(i) How does the settlement or judgement benefit the class?

(j) Is the proposed honorarium an amount that does not create an actual or perceived conflict with the class?

[101] All the proposed recipients of the honoraria have been actively involved in the litigation, many since its inception in 2005. They have all suffered hardship by making their personal stories of abuse and intergenerational harms public in the pleadings and affidavits. The honoraria in this case do not create any actual or perceived conflict because they were negotiated after the settlement with Canada, the amounts are being paid separately by Canada, and they are not being deducted from the Class recovery.

[102] The proposed honoraria are also consistent with other class actions on behalf of Indigenous survivors of institutional abuse where Courts have regularly awarded honoraria in the range of $5,000 to $15,000 to representative plaintiffs and others who have provided critical contributions to the resolutions.

[103] Although typically only representative plaintiffs are awarded an honorarium, in this case Class Counsel is requesting honoraria for members of the Steering Committee as well because of their significant involvement in advocating for the Survivors both in and out of court and moving the class action forward. Members of the Steering Committee have spent hundreds of hours offering support to advance the *Gardiner* Action and then the Consolidated Action. Other cases have affirmed that honoraria can be awarded to persons who are not representative plaintiffs in appropriate circumstances. See *Heyder v Canada (Attorney General),* 2019 FC 1477 at para 98; *A.B. v Canada*, 2025 FC 282 at paras 121, 123; and *Tk'emlúps te Secwépemc* at paras 10, 51-52.

[104] The honoraria sought by Class Counsel in this matter are fair and appropriate recognition for the efforts undertaken for the benefit of the Class. I approve the honoraria sought. The six plaintiffs in the Consolidated Action shall receive an honorarium of $10,000 each. Mr. David Chartier, the son of a former representative plaintiff in the *Aubichon/Chartier* Action shall receive an honorarium of $10,000. The eighteen past plaintiffs in the *Aubichon* Action (listed in Class Counsel's letter to the Court dated April 2, 2026) shall receive an honorarium of $5,000 each out of the Class Counsel Fees approved. Finally, the nine members of the Steering Committee shall receive an honorarium of $10,000 each.

VI. Conclusion

[105] I certify the matter as a class action and approve the Settlement Agreements, including the ancillary orders. I also approve the Class Counsel fees, disbursements and honoraria.

[106] The order may issue in the form filed.

J.
R.C. WEMPE

KING'S BENCH FOR SASKATCHEWAN

Citation: **2026 SKKB 92**

Date: **2026 04 29**
Docket: KBG-SA-00936-2025
Judicial Centre: Saskatoon

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

Counsel:

Margaret L. Waddell, Tina Q. Yang, Umaiyahl Nageswaran, Jamie Shilton and Evatt F.A. Merchant, K.C.	for the plaintiffs
Sean J. Sass, Joshua A. Seib and Jayme P. Anton	for the defendant, Canada (Attorney General)
Jeffrey G. Brick, K.C., and Vivian O. Olatunji	for the defendant, Government of Saskatchewan

---

CORRIGENDUM to Judgment of April 29, 2026 (2026 SKKB 92) WEMPE J.
May 4, 2026

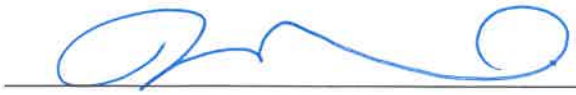
---

[107] Counsel's names have been corrected and updated as shown on page 1 of this corrected judgment.

[108] The amount in paragraph 25(a) has been corrected to now read

$27.335 million, not $2.335 million.

[109] The names in the second sentence of paragraph 71 have been corrected to now read: "Elder Max Morin, Elder Margaret Aubichon, Elder Robert Merasty, Minister Brennan Merasty, Denise George, Melvina Aubichon, Louis Gardiner, Elder Ann Lafleur and Noella Gardiner …."



J.

R.C. WEMPE