

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

APPLICANTS Sotos LLP, Goldblatt Partners LLP, and Merchant Law Group LLP



Brought under *The Class Actions Act*

FEE APPROVAL ORDER

Order made this 29th day of April, 2026.

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

ON THE APPLICATION of Sotos LLP, Goldblatt Partners LLP, and Merchant Law Group LLP (collectively, "**Class Counsel**"), and on reading the affidavit of Tina Yang sworn the 17th day of March, 2026; the affidavit of Joshua Merchant, sworn the 17th day of March, 2026; the affidavit of Herbert Norton, sworn the 16th day of March, 2026; the affidavit of Guillaume Vadeboncoeur, sworn the 16th day of March, 2026; the affidavit of Louis Gardiner, sworn the 13th 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 David Chartier, sworn the 16th day of March 2026; the affidavit of Chanpreet Pabla, sworn the 16th day of March, 2026; the affidavit of Peter Gorham, sworn the 6th day of January, 2026; and on hearing the

submissions of counsel for the Applicants and counsel for the Defendants, and reading and hearing the submissions of certain Class Members;

Whereas this Court approved the settlement agreement between the Plaintiffs and the Attorney General of Canada (“**Canada**”) dated January 28, 2026, as amended by the Corrections and Updates Agreement dated March 15, 2026 (the “**Canada Settlement**”) on April 29, 2026;

And whereas this Court approved the settlement agreement between the Plaintiffs and the Government of Saskatchewan (“**Saskatchewan**”) dated January 30, 2026, as amended by the Corrections and Updates Agreement dated March 15, 2026 (the “**Saskatchewan Settlement**”) on April 29, 2026;

And on being advised that the Defendants take no position as to the requested relief;

IT IS HEREBY ORDERED THAT:

1. The Class Counsel Fee Agreement between Class Counsel and Canada dated February 23, 2026, and attached hereto as **Schedule “A”** is fair and reasonable and approved by this Court.
2. Class Counsel is hereby awarded legal fees, disbursements, and taxes in the amount of \$9,605,000.00, to be paid by Canada to Sotos LLP, in trust, in accordance with Section 2.01 of the Class Counsel Fee Agreement.
3. In connection with the Saskatchewan Settlement, Class Counsel is hereby awarded legal fees, disbursements, and taxes in the amount of \$8,500,000 to be paid from the settlement funds under the Saskatchewan Settlement.

4. Saskatchewan shall pay the amount awarded in paragraph 3 of this Order to Sotos LLP, in trust, as provided in the Saskatchewan Settlement.

5. An honorarium of \$10,000 is hereby approved for each of the following individuals:
 - a. Louis Gardiner;
 - b. Margaret Aubichon;
 - c. Melvina Aubichon;
 - d. Emile Janvier;
 - e. Duane Favel;
 - f. Donna Janvier;
 - g. Herbert Norton;
 - h. Patricia Laliberte;
 - i. Ann Lafleur;
 - j. Leonard Montgrand;
 - k. Max Morin;
 - l. Philip Durocher;
 - m. David Chartier;
 - n. Doris Morin;
 - o. Leon McCallum; and
 - p. Mervin Bouvier.

6. Of the \$160,000 in honoraria awarded in paragraph 5 of this Order:
 - a. Canada shall pay \$150,000, as provided in Section 3.01 of the Class Counsel Fee Agreement; and

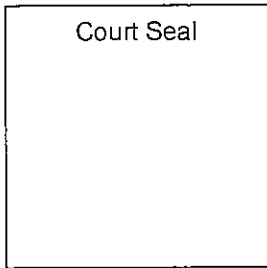
- b. Class Counsel shall pay \$10,000, which shall be deducted from the amount awarded in paragraph 1 of this Order.

7. An honorarium of \$5,000 is hereby approved for each of the following individuals:
 - a. Vital Victor Corrigan;
 - b. Richard Desjardin;
 - c. Paul Desjarlais;
 - d. Marie Antoinette Diachinsky;
 - e. Arthur Durocher;
 - f. Louise Durocher;
 - g. Rene Guetre;
 - h. Ronne Guetre;
 - i. Sarah Hanterman;
 - j. George Laliberte;
 - k. Ronald Laprise;
 - l. Christopher McKay;
 - m. Felix Merasty;
 - n. Brenda Montgrand;
 - o. Donald Morin;
 - p. Floyd Morin;
 - q. Peter Morin;
 - r. Morley Norton;
 - s. Matilda Wagenaar;
 - t. Alice Woods;

8. The honoraria awarded in paragraph 7 of this Order shall be paid by Class Counsel from the amount awarded in paragraph 2 of this Order.

9. There shall be no costs of this application.

ISSUED at Saskatoon, Saskatchewan, this 12th day of May, 2026.



[Signature]
Local Registrar

Consented to in form and substance, at the City of Toronto, in the Province of Ontario, this 11 day of May, 2026.

SOTOS LLP

Per: [Signature]

For Margaret Waddell, counsel for the Applicants, Sotos LLP, Goldblatt Partners LLP, and Merchant Law Group LLP

Consented to in form and substance, at the City of Regina, in the Province of Saskatchewan, this 7th day of May, 2026.

**DEPUTY MINISTER OF JUSTICE AND
DEPUTY ATTORNEY GENERAL OF
SASKATCHEWAN**

Per: Jeff Brick

Jeffrey G. Brick, K.C., counsel for the Defendant, Government of Saskatchewan

Consented to in form and substance, at the City of Saskatoon, in the Province of Saskatchewan,
this 7 th day of May, 2026.

ATTORNEY GENERAL OF CANADA

Per:

Sean Sass

Sean Sass, counsel for the Defendant,
Attorney General of Canada

SCHEDULE A

Court File No. KBG No. 936 of 2025

**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

FEE AGREEMENT

WHEREAS

- A. The Plaintiffs and the Attorney General of Canada entered into a Settlement Agreement relating to the Consolidated Action, Court File No. KBG No. 936 of 2025, dated January 28, 2026;
- B. The Settlement Agreement provides that there will be a "Fee Agreement", defined as "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”;

C. This Fee Agreement was negotiated by Class Counsel and Canada separately from the Parties’ negotiations over the Settlement Agreement, and after the terms of the Settlement Agreement had been reached;

D. Section 3.01 of the Settlement Agreement provides that “[a]ll 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 an application to the Court for approval of Class Counsel fees and disbursements”; and

E. Section 3.02 of the Settlement Agreement provides that “[a]ll 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.”

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

1. INTERPRETATION

1.01 The definitions in Section 1.01 of the Settlement Agreement are incorporated into and apply to this Fee Agreement;

1.02 In this Fee Agreement, the following additional definitions apply:

“Fee Approval Order” means the order or orders of the Court approving Class Counsel’s legal fees, disbursements, and taxes; and

“Honorarium Approval Order” means the order or orders of the Court approving the honoraria to some or all of the individuals listed in Section 3.01 of this Fee Agreement.

2. CLASS COUNSEL FEES AND DISBURSEMENTS

- 2.01 Canada agrees to pay the amount of \$9,605,000.00 for Class Counsel’s legal fees, disbursements, and taxes.
- 2.02 Canada will pay the amount set out in Section 2.01 of this Fee Agreement by the later of:
- (a) thirty (30) days after the date the Settlement Approval Order becomes final;
 - or
 - (b) thirty (30) days after the date the Fee Approval Order becomes final.
- 2.03 Canada will pay the amount set out in Section 2.01 to Sotos LLP, in trust.
- 2.04 No part of Class Counsel’s fees, disbursements, and taxes in relation to the settlement with Canada will be paid by Class Members, and there will be no reduction in any amount payable to a Class Member to pay for Class Counsel’s fees, disbursements, and taxes in relation to the settlement with Canada.
- 2.05 Class Counsel will bring a motion, with the consent of Canada, for Court approval of their fees, disbursements, and taxes in relation to the settlement with Canada.

3. HONORARIA

3.01 Canada agrees to pay honoraria totaling \$150,000.00, to be paid *pro rata* to each of the following individuals, as approved by the Court:

- (a) Louis Gardiner;
- (b) Margaret Aubichon;
- (c) Melvina Aubichon;
- (d) Emile Janvier;
- (e) Duane Favel;
- (f) Donna Janvier;
- (g) Herbert Norton;
- (h) Patricia Laliberte;
- (i) Ann Lafleur;
- (j) Leonard Montgrand;
- (k) Max Morin;
- (l) Philip Durocher;
- (m) David Chartier;
- (n) Leon McCallum; and
- (o) Mervin Bouvier.

3.02 Canada shall pay the honoraria specified in Section 3.01 of this Fee Agreement by the latest of:

(a) thirty (30) days after the date the Settlement Approval Order becomes final;

or

(b) thirty (30) days after the date the Honorarium Approval Order becomes final.

3.03 Canada will pay the amounts set out in Section 3.01 of this Fee Agreement to Sotos LLP, in trust.

3.04 Class Counsel will bring an application, with the consent of Canada, for Court approval of the honoraria as provided in Section 3.01.

4. RELATIONSHIP TO THE SETTLEMENT AGREEMENT

4.01 This Fee Agreement will only be effective if the Settlement Agreement is approved by the Court. Canada shall have no obligations under this Fee Agreement until and unless the Court approves the Settlement Agreement.

4.02 Whether or not the Court approves the amount for Class Counsel fees, disbursements, and taxes as set out in Section 2.01 of this Fee Agreement shall not affect the Parties' implementation of the Settlement Agreement or the effectiveness of the remainder of this Fee Agreement.

4.03 Whether or not the Court approves the honoraria set out in Section 3.01 of this Fee Agreement shall not affect the Parties' implementation of the Settlement Agreement or the effectiveness of the remainder of this Fee Agreement.

5. GENERAL

5.01 This Fee 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.

IN WITNESS WHEREOF Class Counsel and Canada have executed this Fee Agreement as of this 23rd day of February, 2026.



Margaret Waddell
For Sotos LLP



Tina Yang
For Goldblatt Partners LLP



Evatt Merchant
For Merchant Law Group LLP

NadeauBeaulieu, Manon  Digitally signed by NadeauBeaulieu,
Manon
Date: 2026.02.20 13:30:46 -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