

COURT FILE NUMBER 1401-01033

COURT COURT OF QUEEN'S BENCH OF ALBERTA

JUDICIAL CENTRE CALGARY

PLAINTIFFS RICHARD GODDERIS and RICHARD GODDERIS AS REPRESENTATIVE PLAINTIFF

DEFENDANTS CERTIFIED FINANCIAL SAVINGS & MORTGAGE CORP. and

Brought Under the *Class Proceedings Act*

DOCUMENT ORDER

ADDRESS FOR SERVICE AND CONTACT INFORMATION OF PARTY FILING THIS DOCUMENT
INNS LAW
Barristers and Solicitors
205, 625 - 11th Avenue S.W.
Calgary, Alberta T2R 0E1
Phone: 403-265-7729 Fax: 403-800-9171
Attention: Byron W. Nelson

DATE ON WHICH ORDER WAS PRONOUNCED: Thursday, February 28, 2019

LOCATION OF WHERE ORDER WAS PRONOUNCED: Calgary, Alberta

NAME OF JUSTICE WHO MADE THIS ORDER: Mr. Justice J.D. Rooke, A.C.J.


THIS MOTION made by the Plaintiffs for an Order approving the partial settlement of this action in accordance with the Settlement Agreement entered into with the Defendant, approving Plaintiff's Counsel's fees and disbursements, and for other declaratory relief.

ON READING the materials filed and on hearing submissions of counsel for the Plaintiffs and counsel for the Defendant, Philip Fiess;

1. THIS COURT ORDERS that the use of capitalized terms in this Order shall have the same meaning as found in the Settlement Agreement dated **February 22, 2019** between the Plaintiffs and the Settling Defendant (attached hereto as Schedule A).
2. THIS COURT ORDERS AND DECLARES that the Settlement Agreement is fair, reasonable and in the best interests of the Plaintiff Class.
3. THIS COURT ORDERS that the settlement of this action on the terms set forth in the attached Settlement Agreement, including the schedules thereto, be and is hereby approved pursuant to section 35 of the *Class Proceedings Act*, RSA 2003, c C-16.5 (the "*Class Proceedings Act*") and shall be implemented in accordance with its terms.
4. THIS COURT ORDERS AND DECLARES that the Settlement Agreement, including the schedules thereto, is incorporated by reference into and forms part of this Order and is binding upon each member of the Plaintiff Class who has not opted out and his or her heirs, executors, administrators, legal representatives, successors and assigns including those persons who are under disability.

5. THIS COURT ORDERS AND DECLARES that the notice of the Settlement Agreement to the Class Members provided, as detailed in Section 5.1 of the Settlement Agreement, is approved as being sufficient. Counsel for the Plaintiffs has advised that notice of the partial settlement with the Defendant has been provided to Class Members.
6. THIS COURT ORDERS AND DECLARES that following the Effective Date, each Class Member who has not opted out (the "Settlement Class") shall consent and shall be deemed to have consented to the dismissal as against the Settling Defendant of any actions he, she or it has commenced without costs and with prejudice.
7. THIS COURT ORDERS the Plaintiffs to file and serve a Partial Discontinuance of Claim, on a without costs basis, against the Settling Defendant when this Order is granted by the Court and all appeals of the Order approving the Settlement Agreement have expired or been dismissed. The Court further orders that the Amended Amended Statement of Claim shall be amended to remove the Settling Defendant as a defendant and to remove all allegations against the Settling Defendant.
8. THIS COURT ORDERS AND DECLARES that, upon the Effective Date, any other action commenced by any member of the Settlement Class shall be and is hereby dismissed against the Settling Defendant without costs and with prejudice.
9. THIS COURT ORDERS AND DECLARES that each member of the Settlement Class and his or her heirs, executors, administrators, legal representatives, successors and assigns, and others as set out in the Settlement Agreement have fully, finally and forever absolutely released and discharged the Settling Defendant and any of his heirs, executors, administrators, legal representatives, insurers, successors and assigns, and others as set out in the Settlement Agreement from and in respect of all claims released in the Settlement Agreement on the terms set out therein.
10. THIS COURT ORDERS AND DECLARES that each member of the Settlement Class who has commenced any action or taken any proceeding relating in any way to the Released Claims shall consent and shall be deemed to have consented to the dismissal of such action or proceeding against the Settling Defendant, without costs and with prejudice.
11. THIS COURT ORDERS AND DECLARES that no further claims in the Action, including but not limited to:
 - a. any claims for contribution or indemnity by Notice to Co-Defendant, Third Party Notice or Claim, or as otherwise may be claimed or pleaded; or
 - b. any new claim or pleading,may be brought or made against the Settling Defendant.
12. THIS COURT ORDERS AND DECLARES that each action or proceeding commenced in Alberta by a member of the Settlement Class shall be and is hereby dismissed against the Settling Defendant herein, without costs and with prejudice.
13. THIS COURT ORDERS that Inns Law and Byron W. Nelson are hereby appointed as Administrator to effect the administration of the Settlement Agreement. Except for the obligation to pay the Settlement Funds and provide any information and assistance as contemplated by the Settlement Agreement, the Settling Defendant has no responsibility for and no liability whatsoever with respect to the administration of the Settlement Agreement.
14. THIS COURT ORDERS that the distribution of the Settlement Funds shall be in accordance with the proposed distribution which is attached as Schedule B hereto.

- 15. THIS COURT DECLARES that this Order and the settlement approved hereby are not based upon any finding or admission of liability or wrongdoing by the Settling Defendant, and there has been no admission in respect of liability by the Settling Defendant.
- 16. THIS COURT ORDERS that jurisdiction is retained by the Court to consider any further appropriate applications concerning the administration of the settlement.
- 17. THIS COURT ORDERS that, in accordance with subsection 33(6) of the *Class Proceedings Act*, Plaintiffs' Class Counsel's fees are approved at 30% of amounts payable to each Class Member, with the exception that they shall be 25% for investors that funded prior litigation (being amounts paid to prior counsel in QB Action No. 1001- 12126) plus GST, plus disbursements of
- 18. THIS COURT ORDERS that Richard Godderis shall receive an honorarium of _____ for acting as representative plaintiff in this matter, plus his out-of-pocket costs of _____




 J.C.Q.B.A.

Justice D.S. Nixon (for J. A. I. Locke)
 19.03.04

APPROVED AS TO FORM:

Counsel for the Defendant,

Per: 

SCHEDULE "A"

CLASS ACTION SETTLEMENT AGREEMENT

This Settlement Agreement made effective this ___ day of February, 2019.

Between:

RICHARD GODDERIS and RICHARD GODDERIS AS REPRESENTATIVE PLAINTIFF (the "**Plaintiffs**")

and

WHEREAS:

- (a) A class action, Court of Queen's Bench of Alberta (the "Court") Action No. 1401 - 01033 (the "**Action**"), has been commenced by the Plaintiffs, and has been certified as a class proceeding. Certified Financial Savings & Mortgage Corp. ("**Certified**") and _____ are the named Defendants in the Action;
- (b) Certified has been noted in default and has not participated in these proceedings;
- (c) The trial of the common issues is set to commence on February 25, 2019;
- (d) The Action alleges that, *inter alia*, the Defendants breached duties owed to the Class members in their investment with Certified, by failing to ensure that their investments were protected in the first investor mortgage on title of the McKnight Medallion project, as defined in the Action;
- (e) The Settling Defendant denies the allegations and claims made in the Action and denies any wrongdoing or liability;
- (f) This Settlement Agreement is intended by the Plaintiffs and the Settling Defendant (collectively, the "**Settling Parties**") to fully and finally compromise, resolve, release and settle the Action as against the Settling Defendant and to discontinue the Action without costs as against the Settling Defendant, subject to the terms and conditions below and without any admission or concession as to the merits of any claim or defence by any of the Settling Parties;
- (g) This Settlement Agreement is intended to permit the Plaintiffs to proceed against Certified as Certified is not participating in this settlement;

- (h) Based on the analyses of the facts and law applicable to the claims of the Plaintiffs, having regard to the burdens, expense in conducting litigation, the risks and uncertainties of the litigation and the ultimate outcome, the Plaintiffs and their legal counsel have concluded that this Settlement Agreement provides substantial benefits to the Class Members and is fair, reasonable and in the best interests of the Class Members;
- (i) The Settling Defendant, while denying liability and wrongdoing, and while asserting the existence of good and valid defences to the Action, has concluded that this Settlement Agreement is desirable in order to avoid the uncertainty, delay and expense of litigation, and to resolve completely the pending and potential claims of the Class Members, as against the Settling Defendant;
- (j) The Settling Parties intend that this Settlement Agreement be binding on all Class Members who have not opted out of this class proceeding. It is acknowledged that the Settling Defendant would not have entered into this Settlement Agreement if not for the foregoing;
- (k) Neither this Settlement Agreement nor any step taken to carry out this Settlement Agreement, nor any document relating to it is or may be construed or used as an admission by or against the Settling Defendant, for the truth of any allegations or claims or regarding liability; or as a waiver of any applicable legal right or benefit, other than as expressly stated herein. Further, neither this Settlement Agreement nor any document relating to, or action taken to carry out, this Settlement Agreement shall be offered, tendered or received in evidence in any action or proceeding against the Settling Defendant, the Plaintiffs or the Class Members, or any of them, in any court, administrative agency or other tribunal for any purpose whatsoever other than to enforce the provisions of the Settlement Agreement or to seek court approval of the Settlement Agreement in the manner as described below;
- (l) The Settling Parties understand and acknowledge that this Agreement must be approved by the Court, and have agreed upon a proposed form of Settlement Approval Order which is attached hereto as **Schedule "A"**.

NOW THEREFORE, in consideration of the covenants, agreements and releases set forth herein and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Settling Parties agree as follows:

I. DEFINITIONS

1.1 The following terms used in this Agreement have the meanings specified below:

"Settlement Approval Order" means the order of the Court granting approval of the settlement reflected in this Settlement Agreement, in the form attached hereto as Schedule "A".

"Class Members" or **"Plaintiff Class"** means the plaintiff class defined by the order of Justice A.D. Macleod in the Action, filed February 10, 2016, at paragraph 4: all those persons and entities in Canada who invested in the "Medallion McKnight" Project and had their interests registered as the fourth mortgage on title to the Property at 4808 Edmonton Trail N.E., Calgary, Alberta and legally described as Plan 9012577; Block 1; Lot 1; Excepting Thereout All Mines and Minerals.

"Class Proceedings Act" means the *Class Proceedings Act*, SA 2003, c. C-16.5, as amended.

"Consideration" means all of the Settlement Benefits set out at section 3.1 of this Settlement Agreement.

"Defendants" means the Defendants cited in the Action

"Effective Date" means the earliest date by which all of the following have occurred: (1) this Settlement Agreement has been executed by all of the Settling Parties hereto; (2) the Action has been discontinued without costs as against the Settling Defendant, with required court approvals obtained; (3) the time to appeal the discontinuance, judgment or approval orders, if appeals lie, has expired, or, if an appeal is taken from such discontinuance, judgment or approval then: (i) the appeal proceedings have been exhausted; or (ii) the Court makes an order as to the timing of the Effective Date.

"Final" with respect to any order or judgment of the Court, including but not limited to, the Settlement Approval Order, means the first business day twenty-one (21) days following the day on which such order has been granted and entered, so long as the order or judgment has not been appealed, been made subject of a leave to appeal application, withdrawn, rescinded, modified, vacated or reversed by the Court. If an appeal from the order or judgment is taken, Final means upon such appeal being finally disposed of.

"Investment" means the investment by Class Members into the Medallion McKnight Project with Certified, as defined in the Action.

"Notice of Settlement and Claims Process" has the meaning set out in paragraph 5.1 below.

"Plaintiffs" means the Plaintiffs in the Action.

"Plaintiffs' Counsel" means Inns Law.

"Released Claims" and "Releasees" have the meanings set out in paragraph 7.1 below.

"Representative Plaintiff" means Richard Godderis, or such other person made a representative plaintiff in this Action from time to time.

"Settlement Agreement" means this agreement, which shall apply to and resolve the Action as against the Settling Defendant.

"Settlement Class" and "Settlement Class Members" means Class Members excluding those individuals who have opted out of the Class.

"Settling Defendant" means the [redacted] not a party to the Settlement Agreement.

"Settling Defendant's Counsel" means [redacted]

"Settling Parties" means collectively the Plaintiffs and the Settling Defendant.

"Subject Claims" means all claims or other proceedings at law, in equity or under a statute including declaratory or subrogated claims, all causes of action for damages (actual, compensatory, punitive or exemplary), losses, injuries, contribution, indemnity and other relief over, and all claims for interest, costs, disbursements, expenses, taxes, including GST, penalties and lawyers' fees, known or unknown, that the Plaintiff Class or any member of the Plaintiff Class, ever had, now has, or hereafter can, shall or may have to the date hereof and into the future, against the Settling Defendant, relating to or arising from the Investment with Certified, or any related or affiliated company or entity or made as advanced in the Action, as amended from time to time, or claims or allegations that could have been made or advanced against the Settling Defendant in the Action.

II. APPROVAL ORDER

- 2.1 The parties to the Settlement Agreement shall take all steps necessary to ensure that all approval orders are sought in an expeditious manner from the Court.

III. SETTLEMENT BENEFITS

- 3.1 In consideration of the terms and covenants herein, including any claims for costs, the Settling Defendant shall pay to Plaintiffs' Counsel the all-inclusive sum of (the "**Settlement Funds**") in full and final settlement of the Action, as against the Settling Defendant.
- 3.2 The Settlement Funds shall be payable when all of the following preconditions have been satisfied:
- a. The execution of this Agreement by all parties;
 - b. The delivery of a filed Partial Discontinuance of Claim by the Plaintiffs in accordance with Section IV herein;
 - c. The delivery of a duly executed Covenant not to Sue in accordance with Section IV herein;
 - d. The delivery of a filed Amended Amended Amended Statement of Claim in accordance with Section IV herein;
 - e. The obtaining of a final Order of the Court in accordance with Section IV herein, including approval of the Settlement Agreement and approval of the Proposed Notice of the Settlement, or such notice as required by Court; and
 - f. The expiration of all appeal periods or the dismissal any appeals related to the final order referred to in Section IV.
- 3.3 The amount of the consideration for this Settlement Agreement is and shall remain confidential and shall only be disclosed to the Plaintiffs and the Settling Defendant's legal and financial advisors and insurers as required for those purposes or as otherwise required by law. The amount of the consideration shall be disclosed to the Court in accordance with the law applicable to such matters. The balance of the terms of this Settlement Agreement shall forthwith be disclosed by the Plaintiffs to the Court and to Certified following execution by the Plaintiffs and Settling Defendant.
- 3.4 The Plaintiffs shall consent to the redaction of the amount of the Settlement Funds in this Settlement Agreement in the form of Consent Order attached hereto as **Schedule "B"**.
- 3.5 It is acknowledged and agreed between the Settling Parties that the amount of the consideration for this Agreement and the terms of this Agreement fully and fairly resolve all claims, legal contest and legal controversy as between the Plaintiffs and the Settling Defendant.

- 3.6 The Settling Defendant shall have no liability or responsibility with respect to any conduct of the Plaintiff Class or Plaintiffs' Counsel, in connection with the use of or administration of the Settlement Funds once the Consideration is transferred to Plaintiffs' Counsel.
- 3.7 Upon the successful removal of the Settling Defendant from the Action, the Plaintiffs and Settlement Class Members are at liberty to continue the action only against Certified and shall not claim or make any new claim for any damages, interest, relief, or costs as against Certified which will require any payment by or any further payment or liability by the Settling Defendant to any party. If the Court awards damages, relief, interest or costs to the Plaintiffs or the Plaintiff Class against Certified and the Court directs that Certified has the right to pass any obligation, liability or claims for contribution and indemnity for those damages, relief, interest or costs to the Settling Defendant, in whole or in part, than the Plaintiffs and Settlement Class Members shall waive, forego, and not pursue such claims for that portion of those damages, relief, interest or costs against Certified and shall consent to an order of the Court striking out such claims.
- 3.8 In the event that the Settling Defendant is found to be liable for contribution or indemnity in respect of damages, relief, interest, or costs to Certified under the *Tortfeasors Act*, under the *Contributory Negligence Act* by Notice to Co-Defendant, Third Party Claim or otherwise, including any independent claim for contribution and indemnity or other form of statutory, legal or equitable obligation, the Plaintiffs and Settlement Class Members agree to waive, forgo, and not pursue Certified for any amount or relief that the Court finds the Settling Defendant liable to pay, contribute to, or indemnify to Certified. The Plaintiffs and Settlement Class Members covenant and agree to indemnify and save harmless the Settling Defendant from any amount, including costs, that the Settling Defendant will or may be required to pay on any judgment against the Settling Defendant in favour of any party to the Action.
- 3.9 The Plaintiffs and Settlement Class Members hereby acknowledge satisfaction of the portion of their total damages in the Action which may have been caused by the alleged negligence or any other act of default of the Settling Defendant. The Plaintiffs and Settlement Class Members agree not to pursue Certified in relation to those damages.
- 3.10 For additional clarity, nothing in this Settlement Agreement operates as, or has the effect of, a release of any liability of Certified except as otherwise stated.

IV. SETTLEMENT CONDITIONS

- 4.1 It is agreed that it is a pre-condition of this Settlement Agreement that the Court shall grant an Order:
- a. Approving this Settlement Agreement;

- b. Amending the Amended Amended Statement of Claim to remove all allegations against the Settling Defendant;
- c. Declaring that no further claims in the Action, including, but not limited to:
 - i. Any claims for contribution or indemnity by Notice to Co-Defendant, Third Party Notice or Claim, Fourth Party Notice or Claim, or as otherwise may be claimed or pleaded, or
 - ii. Any new claim or pleading,may be brought or made against the Settling Defendant;
- d. Declaring that all Class Members of the Action will be bound by the terms of this Settlement Agreement;

The Settling Parties shall use their best efforts to forthwith obtain such an Order of the Court.

- 4.2 The Plaintiffs intend to seek an order in the form attached hereto as **Schedule "A"**. Once the settlement is approved by way of Court order, either in the form attached as Schedule "A" or in another form granted by the Court, Plaintiffs' Counsel shall file and deliver to the Settling Defendant's Counsel the filed Settlement Approval Order.
- 4.3 Upon approval of the Settlement Agreement by the Court, the Plaintiffs shall file and deliver to the Settling Defendant's Counsel the Consent Order attached hereto as **Schedule "B"**.
- 4.4 Upon approval of the Settlement Agreement by the Court, the Plaintiffs shall file and deliver to the Settling Defendant's Counsel a Partial Discontinuance of Claim, on a without costs basis, against the Settling Defendant.
- 4.5 Upon approval of the Settlement by the Court, the Plaintiffs shall amend their pleadings in the Action to remove the Settling Defendant as a party to the Action and to remove all allegations made against the Settling Defendant, and deliver the filed amended pleadings to the Settling Defendant's Counsel.
- 4.6 The Plaintiffs shall deliver to the Settling Defendant's Counsel a duly executed Covenant Not to Sue in accordance with section 7.3 herein.
- 4.7 In addition to the conditions in this section noted above, all appeal periods or the dismissal of any appeals related to the Settlement Approval Order shall expire before payment of the Settlement Funds is made to Plaintiff's Counsel.

V. NOTICE OF SETTLEMENT AND CLAIMS PROCESS

- 5.1 The Plaintiffs agree and confirm that they have provided notice of the Proposed Settlement to all Class Members as follows:
- a. By way of posting on the mnlip.ca website, advising that a tentative settlement has been reached and advising that a hearing will take place at 9:00 am on Friday, February 22, 2019; and
 - b. By way of email to all Class Members whose emails are in the Plaintiffs and the Plaintiffs' Counsel's possession
- ("Proposed Notice of Settlement").
- 5.2 The Plaintiffs further agree and confirm that, prior to any settlement being approved and an order granted, they intend to file with the Court (or undertake to file) and provide to the Settling Defendant's counsel:
- a. Affidavit evidence confirming proof of the dissemination of the notice of proposed settlement to the Class Members; and
 - b. Affidavit evidence confirming approval of the terms of the Settlement Agreement by the Representative Plaintiff.
- 5.3 The Plaintiffs shall seek approval of the Proposed Notice of Settlement from the Court. To the extent that further notice is required by the Court, the Plaintiffs shall comply with such additional notice requirements, prior to the Settlement Funds payable by the Settling Defendant. The Representative Plaintiff and Plaintiffs' Counsel agree and confirm that they have generally kept the Class Members apprised during this litigation.
- 5.4 The Plaintiffs intend to seek Court approval for the Settlement Funds to be distributed in accordance with the proposed distribution at **Schedule "C"**. Counsel for the Settling Defendant understands that this is a pro-rata distribution based on the original investments of the Class Members into the Investment plus any accrued interest to 2010, after deduction of the Representative Plaintiff's honorarium and costs, and Plaintiffs' Counsel's disbursements.
- 5.5 Following approval of the Settlement Agreement, the Plaintiffs agree and confirm that they will provide notice to the Class Members in a manner approved by the Court of:
- a. The Court Approval of the Settlement; and
 - b. The manner in which the Settlement Funds will be paid to Class Members.

The Plaintiffs further agree and confirm that, prior to the distribution of the Settlement Funds to the Class Members, the Representative Plaintiff or Plaintiffs Counsel, they will file with the Court an Affidavit confirming dissemination of notice to the Class Members of the Court Approval of the Settlement and the manner in which Settlement Funds will be paid to Class Members.

VI. EFFECT OF NON-APPROVAL BY THE COURT

6.1 If this Settlement Agreement is not approved by the Court, or if the Court does not approve the dismissal of the Action as against the Settling Defendant:

- (a) This Settlement Agreement shall be null and void and shall have no force or effect, and none of the Settling Parties shall be bound by any of its terms except the terms of this section; and,
- (b) This Settlement Agreement and all of its provisions and negotiations, all documents and information exchanged in furtherance of settlement, and all statements and proceedings relating to it, and the fact of its existence and any of its terms, shall be without prejudice to the rights of the Settling Parties all of whom shall be restored to their respective positions existing immediately before the Settlement Agreement and negotiations in respect of it.

VII. RELEASE

7.1 Effective as of the Effective Date, the Plaintiffs and Settlement Class Members herewith, personally and on behalf of their respective heirs, legal representatives, attorneys, guardians, estate trustees, executors, trustees, successors and assigns, and their past or present parent, subsidiary, affiliated, predecessor, successor and related companies, trusts, and partnerships (the "**Releasers**") shall be deemed to have released and do hereby release and forever discharge the Settling Defendant, and each of his heirs, executors, successors and assigns affiliates, parents, subsidiary, predecessor, successor, and related companies, trusts, partnerships and other entities and their respective past, present and future stockholders, directors, officers, trustees, employees, agents, including legal counsel and attorneys, financial advisors, sales agents, sellers, contractors, subcontractors, insurers, licensees and licensors, partners, and any other party (and the affiliates, predecessors, successors and companies related to any other party) (the "**Releasees**") from any and all claims, demands, actions, causes of action, suits, debts, damages, losses, expenses, interest, costs, duties, accounts, bonds, covenants, contracts, rights and all other liabilities of any kind or description, under common law, equity or statute or otherwise, that they have or may have, including assigned claims, whether known or unknown, asserted or unasserted, related to, in connection with or arising from, directly or indirectly, the claims and allegations that were raised or which could have been raised in the Action (the "**Released Claims**"). Any entities who are Releasees who are not parties to the Actions are intended to be third party beneficiaries of this release,

and the parties intend to confer a benefit upon each of them which is enforceable by each of them.

- 7.2 The Plaintiffs and Settlement Class Members represent and warrant that there are no other legal proceedings commenced by or on their behalf, in any legal jurisdiction, connected with or related to the allegations in the Action where the Settling Defendant is named as a party or where there are any allegations made, related to or connected with the matters alleged in the Action. The Plaintiffs and Settlement Class Members agree that they will not, in any manner whatsoever, at any time hereafter, make any new claims or commence, maintain, or continue any further legal action or proceeding related to the Action against any non-party to this Settlement Agreement that could claim contribution or indemnity from the Settling Defendant. In the event that the Plaintiffs or Settlement Class Members, or any of them, breach this term then they shall waive, forego, and not pursue such claims and shall consent to an order of the Court striking out any such action or pleadings and completely and fully indemnify and save harmless the Settlement Defendant in respect of all claims, damages, awards and judgments and costs in respect of such action or pleading including the solicitor and his own client costs of the Settling Defendant.
- 7.3 The Plaintiffs will deliver to Defendant's Counsel a Covenant Not to Sue in the form attached hereto as **Schedule "D"**.
- 7.4 The Settling Parties, through their respecting counsel, agree to execute the Pierringer Agreement attached hereto as **Schedule "E"**.

VIII. CLASS COUNSEL LEGAL FEES AND EXPENSES

- 8.1 The Settling Defendant's Counsel understands that Plaintiffs' Counsel intends to seek approval of their legal fees, disbursements and taxes as part of the Settlement Approval Order. The Settling Defendant's Counsel further understands that Plaintiffs' Counsel will be seeking 30% of the claims of the Class Members, with the exception that it will seek 25% of the claims of the Class Members that funded prior litigation, plus GST, plus disbursements in the amount of _____ as required, for legal fees, disbursements, and taxes and the administration of the Settlement, all to be paid from the Settlement Benefits. The Settling Defendant provides no comment on and does not take any position in relation to the proposed fees to be approved.

IX. CLASS REPRESENTATIVE HONORARIUM AND COSTS

- 9.1 As part of this Settlement Agreement, from the Settlement Funds, the Settling Defendant's Counsel understands that the Plaintiffs' Counsel intends to seek Court approval for the Representative Plaintiff to receive an honorarium of _____ plus _____ n out-of-pocket costs to be paid from the Settlement Funds. The

Settling Defendant provides no comment on and does not take any position in relation to the proposed honorarium to the Representative Plaintiff.

X. NO ADMISSIONS, NO USE

10.1 This Settlement Agreement exists and is entered into for settlement purposes only. Neither this Settlement Agreement nor any step taken to carry out this Settlement Agreement, nor any document relating to it shall:

- (a) Constitute, be construed as or be admissible in evidence as an admission or a concession on the part of either the Plaintiffs or Settling Defendant, or any of them, with respect to any claim, allegation, wrongdoing, fault, violation or law or liability or any defence; or,
- (b) Be offered, tendered or received in evidence in any other civil, criminal, administrative, or regulatory action or proceeding, whether before a court, agency, or tribunal for any purposes whatsoever against any of the Plaintiffs, Settling Defendant, or Class Member other than such civil proceeding as may be necessary to effectuate the provisions of this Settlement Agreement.

10.2 Each party represents that he/she/it shall not take any contrary position.

XI. ENTIRE AGREEMENT

11.1 This Settlement Agreement, together with the preambles and attached schedules, constitute the entire agreement between the Settling Parties pertaining to the subject matter hereof and supersedes all prior understandings, representations, negotiations, discussions, and agreements, whether written or oral, which may have occurred prior hereto pertaining to the subject matter hereof. There are no other written warranties or representations between the Parties in connection with the subject matter hereof except as specifically set forth herein and have not been relied on by the Parties in entering into this Settlement Agreement.

11.2 This Settlement Agreement may not be changed, modified or amended except in writing as signed by all the Settling Parties and, if required, approved by the Court. The Settling Parties contemplate that certain of the Schedules relating to Class Notices may be modified by subsequent agreement prior to dissemination to the Class Members if approved by the Court.

11.3 All counsel of record represent that they are unaware of any other pending Canadian litigation involving the subject of this Action and that they have the authority, on behalf of their respective clients, to execute, deliver and perform their obligations under this Settlement Agreement and confirm that this Settlement Agreement constitutes a legal and binding obligation.

XII. MISCELLANEOUS PROVISIONS

- 12.1 It is the intention of the Settling Parties that this Settlement Agreement be the final settlement and resolution in all respects of all claims against the Settling Defendant, regarding the claims in the Action in all jurisdictions. However, in the event that Proceedings are commenced in another jurisdiction in relation to the matters comprising the subject of the Action, by an individual who was not a member of the Plaintiff Class, the Plaintiffs agree to provide reasonable assistance to the Settling Defendant including but not limited to providing relevant records and making themselves available for witness interviews or examinations, with a view to having the matter or claim discontinued or dismissed.
- 12.2 The Settling Parties acknowledge that it is their intent to cooperate to the extent necessary to effectuate and implement all terms and conditions of this Settlement Agreement.
- 12.3 Each of the Settling Parties acknowledges that it voluntarily accepts this Settlement Agreement and has had the opportunity to seek independent legal advice with respect to the matters addressed in this Settlement Agreement and the terms of settlement and that it fully understands this Settlement Agreement and the terms of settlement.
- 12.4 The Settlement Agreement shall be governed by and construed in accordance with the laws of the Province of Alberta and the Court of Queen's Bench of Alberta has exclusive jurisdiction over any issues arising from this Settlement Agreement.
- 12.5 Plaintiffs' Counsel, on behalf of the Plaintiff Class, is expressly authorized by the Plaintiff Class to take all appropriate actions required or permitted to be taken by them pursuant to the Settlement Agreement to effectuate its terms.
- 12.6 All notices hereunder shall be delivered to the Settling Parties' respective counsel or such other addressee as any Party may designate in accordance with this Settlement Agreement.

12.7 This Settlement Agreement may be executed in one or more counterparts by facsimile. All executed counterparts and each of them will be deemed to be one and the same instrument.

IN WITNESS WHEREOF the Parties hereto have executed this Settlement Agreement as of the date written below.

Executed this _____ day of February, 2019.

Witness

Richard Godderis and Richard Godderis as
Representative Plaintiff

Print Name

Witness

Print Name

Schedule "A"

Proposed Settlement Approval Order

COURT FILE NUMBER	1401-01033
COURT	COURT OF QUEEN'S BENCH OF ALBERTA
JUDICIAL CENTRE	CALGARY
PLAINTIFFS	RICHARD GODDERIS and RICHARD GODDERIS AS REPRESENTATIVE PLAINTIFF
DEFENDANTS	CERTIFIED FINANCIAL SAVINGS & MORTGAGE CORP. and
DOCUMENT	ORDER
ADDRESS FOR SERVICE AND CONTACT INFORMATION OF PARTY FILING THIS DOCUMENT	INNS LAW Barristers and Solicitors 205, 625 – 11 th Avenue S.W. Calgary, Alberta T2R 0E1 Phone: 403-265-7729 Fax: 403-800-9171 Attention: Byron W. Nelson

Clerk's Stamp

THIS MOTION made by the Plaintiffs for an Order approving the partial settlement of this action in accordance with the Settlement Agreement entered into with the Defendant, approving Plaintiff's Counsel's fees and disbursements, and for other declaratory relief.

ON READING the materials filed and on hearing submissions of counsel for the Plaintiffs and counsel for the Defendant, Philip Fiess;

1. THIS COURT ORDERS that the use of capitalized terms in this Order shall have the same meaning as found in the Settlement Agreement dated [DATE OF SETTLEMENT AGREEMENT] between the Plaintiffs and the Settling Defendant (attached hereto as Schedule A).
2. THIS COURT ORDERS AND DECLARES that the Settlement Agreement is fair, reasonable and in the best interests of the Plaintiff Class.
3. THIS COURT ORDERS that the settlement of this action on the terms set forth in the attached Settlement Agreement, including the schedules thereto, be and is hereby approved pursuant to section 35 of the *Class Proceedings Act*, RSA 2003, c C-16.5 (the "*Class Proceedings Act*") and shall be implemented in accordance with its terms.
4. THIS COURT ORDERS AND DECLARES that the Settlement Agreement, including the schedules thereto, is incorporated by reference into and forms part of this Order and is binding upon each member of the Plaintiff Class who has not opted out and his or her heirs, executors, administrators, legal representatives, successors and assigns including those persons who are under disability.
5. THIS COURT ORDERS AND DECLARES that no formal notice of the Settlement Agreement or claims process to the Class Members is required in the circumstances. Counsel for the Plaintiffs has advised that informal notice of the partial settlement with the Defendant, Philip Fiess, has been

provided to the Class Members by way of email and posting on the mnllp.ca website.

6. THIS COURT ORDERS AND DECLARES that following the Effective Date, each Class Member who has not opted out (the "Settlement Class") shall consent and shall be deemed to have consented to the dismissal as against the Settling Defendant of any actions he, she or it has commenced without costs and with prejudice.
7. THIS COURT ORDERS the Plaintiffs to file and serve a Partial Discontinuance of Claim, on a without costs basis, against the Settling Defendant when this Order is granted by the Court and all appeals of the Order approving the Settlement Agreement have expired or been dismissed. The Court further orders that the Amended Amended Statement of Claim shall be amended to remove the Settling Defendant as a defendant and to remove all allegations against the Settling Defendant.
8. THIS COURT ORDERS AND DECLARES that, upon the Effective Date, any other action commenced by any member of the Settlement Class shall be and is hereby dismissed against the Settling Defendant without costs and with prejudice.
9. THIS COURT ORDERS AND DECLARES that each member of the Settlement Class and his or her heirs, executors, administrators, legal representatives, successors and assigns, and others as set out in the Settlement Agreement have fully, finally and forever absolutely released and discharged the Settling Defendant and any of his heirs, executors, administrators, legal representatives, insurers, successors and assigns, and others as set out in the Settlement Agreement from and in respect of all claims released in the Settlement Agreement on the terms set out therein.
10. THIS COURT ORDERS AND DECLARES that each member of the Settlement Class who has commenced any action or taken any proceeding relating in any way to the Released Claims shall consent and shall be deemed to have consented to the dismissal of such action or proceeding against the Settling Defendant, without costs and with prejudice.
11. THIS COURT ORDERS AND DECLARES that no further claims in the Action, including but not limited to:
 - a. any claims for contribution or indemnity by Notice to Co-Defendant, Third Party Notice or Claim, or as otherwise may be claimed or pleaded; or
 - b. any new claim or pleading,may be brought or made against the Settling Defendant.
12. THIS COURT ORDERS AND DECLARES that each action or proceeding commenced in Alberta by a member of the Settlement Class shall be and is hereby dismissed against the Settling Defendant herein, without costs and with prejudice.
13. THIS COURT ORDERS that Inns Law and Byron W. Nelson are hereby appointed as Administrator to effect the administration of the Settlement Agreement. Except for the obligation to pay the Settlement Funds and provide any information and assistance as contemplated by the Settlement Agreement, the Settling Defendant has no responsibility for and no liability whatsoever with respect to the administration of the Settlement Agreement.
14. THIS COURT ORDERS that the distribution of the Settlement Funds shall be in accordance with the proposed distribution which is attached as Schedule 1 hereto.
15. THIS COURT DECLARES that this Order and the settlement approved hereby are not based upon any finding or admission of liability or wrongdoing by the Settling Defendant, and there has been no admission in respect of liability by the Settling Defendant.

16. THIS COURT ORDERS that jurisdiction is retained by the Court to consider any further appropriate applications concerning the administration of the settlement.

17. THIS COURT ORDERS that, in accordance with subsection 33(6) of the *Class Proceedings Act*, Plaintiffs' Class Counsel's fees are approved at 30% of amounts payable to each Class Member, with the exception that they shall be 25% for investors that funded prior litigation (being amounts paid to prior counsel in QB Action No. 1001- 12126) plus GST, plus disbursements of

18. THIS COURT ORDERS that Richard Godderis shall receive an honorarium of _____ for acting as representative plaintiff in this matter, plus his out-of-pocket costs of _____

19. THE COURT ORDERS that any and all references to the settlement amount agreed upon pursuant to the Settlement Agreement approved by this Honourable Court shall be redacted in all documents filed with this Honourable Court, including any such references specifically located in this Order.

J.C.Q.B.A.

Schedule "B"

Proposed Consent Order

COURT FILE NUMBER 1401-01033
COURT COURT OF QUEEN'S BENCH OF ALBERTA
JUDICIAL CENTRE CALGARY
PLAINTIFFS RICHARD GODDERIS and RICHARD GODDERIS AS REPRESENTATIVE PLAINTIFF
DEFENDANTS CERTIFIED FINANCIAL SAVINGS & MORTGAGE CORP. and
DOCUMENT CONSENT ORDER
ADDRESS FOR SERVICE AND CONTACT INFORMATION OF PARTY FILING THIS DOCUMENT
INNS LAW
Barristers and Solicitors
205, 625 - 11th Avenue S.W.
Calgary, Alberta T2R 0E1
Phone: 403-265-7729 Fax: 403-800-9171
Attention: Byron W. Nelson

Clerk's Stamp

UPON NOTING the consent of counsel for the Plaintiffs and counsel for the Defendant, .
AND UPON NOTING the Defendant, Certified Financial Savings & Mortgage Corp. is noted in default;
AND UPON hearing submissions of counsel for the Plaintiffs

IT IS HEREBY ORDERED THAT:

1. Any and all references to the settlement amount agreed upon pursuant to the Settlement Agreement approved by this Honourable Court shall be redacted in all documents filed with this Honourable Court, including any such references specifically located in the Order of the Honourable Justice _____, granted on _____.

J.C.Q.B.A.

APPROVED AS TO FORM AND CONTENT:

Counsel for the Defendant,

Per: _____

APPROVED AS TO FORM AND CONTENT:

INNS LAW
Counsel for the Plaintiffs

Per: _____
Byron Nelson

SCHEDULE "C"

PROPOSED DISTRIBUTION OF SETTLEMENT PROCEEDS

Action No. 1401 – 01033

TOTAL SETTLEMENT PROCEEDS: \$

Honorarium to Representative Plaintiff:	\$
Expenses of Representative Plaintiff:	\$
Class Counsel's Disbursements:	\$
TOTAL:	<u><u>\$</u></u>

NET SETTLEMENT FOR DISTRIBUTION: \$

Total Claims:	\$2,844,467.00
Percentage of Distribution to Claims:	(as against a possible maximum award of 35.15%)

PROPOSED DISTRIBUTION:

<u>Name</u>	<u>Principal + Interest to 2010</u>	<u>Distribution Amount</u>	<u>Legal Fee+GST</u>	<u>Net to Investor</u>
*Baley, C & M	\$150,000.00			
*Cozac, Con	\$50,000.00			
*Godderis, R & J	\$216,186.00			
*Pradhan, F	\$26,605.00			
*Pradhan, M	\$24,864.00			
*Starchuk, A & E	\$90,000.00			
*Starchuk, A & E	\$62,378.00			
744301 AB Ltd.	\$250,000.00			
Anderson, C	\$55,000.00			
Bitz, S & F	\$50,000.00			
Bitz, S & F	\$15,000.00			
Clark, F & K	\$400,000.00			
Cussigh, R	\$24,800.00			
DaSilva, F & E	\$46,000.00			
Dekker, Kim	\$53,665.00			
Finnermore, W & D	\$10,000.00			
Green, William	\$230,640.00			
Jarvis, B & C	\$50,000.00			
Knox, P & T	\$75,000.00			
Livingstone, M	\$25,000.00			
Long, F & R	\$20,000.00			
Lublinkhof, A	\$50,000.00			
Mah, Andrew	\$137,500.00			
Mathes, Arthur	\$80,542.00			
Needham, M J	\$60,573.00			
Ray, Joan	\$35,000.00			
Rees, Mason	\$50,000.00			
Riley, Shawn	\$33,000.00			
Sauve, Frances	\$44,500.00			
Schmidt, K & J	\$150,000.00			
Schmidt, T	\$20,000.00			
Schumacher, K	\$84,214.00			
Schumacher, K	\$100,000.00			
Snesrud, D & J	\$24,000.00			
Walz, B & E	\$50,000.00			
TOTAL:	<u><u>\$2,844,467.00</u></u>			

Total payout to Legal Fee+GST and Net to Investor:

* These investors contributed to the first legal fund (in the initial prior legal action) and thus are being charged 25% of their distribution amount for legal fees plus GST, while all other investors are being charged 30% of their distribution amount plus GST

SCHEDULE "D"
COVENANT NOT TO SUE

KNOW ALL PERSONS BY THESE PRESENTS THAT RICHARD GODDERIS in his own capacity and as Representative Plaintiff (hereinafter referred to as the **Covenantors**), in consideration of the payment of _____ and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, do for themselves, all Class Members and their present, past and future agents, personal representatives, heirs, legal representatives, attorneys, guardians, estate trustees, executors, trustees, successors and assigns, and their past or present parent, subsidiary, affiliated, predecessor, successor and related companies, trusts, and partnerships and each of them as the case may be, hereby agree and undertake that they will not, in any manner whatsoever, at any time hereafter, commence, maintain, pursue, continue, or assign any action, cause of action, claim, suit, or proceeding, whether at law or in equity, whether subrogated or not, whether known or unknown, which they ever had or now have or which they hereafter have, shall or may have by reason of any matter, thing, cause, fact or facts whatsoever, existing up to the date of this Agreement related to or any way connected with the facts and issues pleaded in the Action (including the Class Action), including without limitation, third party or contribution or indemnity proceedings, against the Defendant, _____ hereinafter referred to as the **Covenantee**), or his respective present, past and future agents, personal representatives, insurers, heirs, legal representatives, attorneys, guardians, estate trustees, executors, trustees, successors and assigns, and their past or present parent, subsidiary, affiliated, predecessor, successor and related companies, trusts, and partnerships and each of them as the case may be in connection with any cause of action, claim or demand whatsoever that the Covenantors have had, now have, or can, shall or may hereafter have against the Covenantee in respect of matters arising out of or related to the subject matter of Court of Queen's Bench of Alberta Action No. 1401 – 01033 in the Judicial Centre of Calgary (the **Action**).

AND THE COVENANTORS DO HEREBY expressly waive any and all rights to recover from the Certified Financial Savings & Mortgage Corp. or any other party, any portion of the Covenantors loss that may be attributable to the fault, tort, negligence, breach of contract,

breach of trust or other breach of any equitable, common law, or statutory duty of the Covenantees and for which Certified Financial Savings & Mortgage Corp. or any other party may be entitled to claim from the Covenantee for contribution, indemnity or an apportionment either at common law, in equity, or pursuant to statute.

AND THIS COVENANT NOT TO SUE is provided on the express understanding that it shall not be construed as a release or otherwise so as to prevent the Covenantors from commencing or continuing any action against any party other than the Covenantee.

AND THE COVENANTORS AND COVENANTEE DO HEREBY acknowledge and agree that the consideration for this Covenant Not to Sue is not an admission of liability or obligation on the part of either party.

AND THE COVENANTORS AND COVENANTEE DO HEREBY declare that they each have had the opportunity to seek independent legal advice with respect to the matters addressed in this Covenant Not to Sue, and that the terms hereof (being contractual and not mere recitals) are fully understood.

AND IN THE EVENT that the Covenantors do commence any legal action contrary to the terms of this Covenant Not to Sue, this Covenant shall be a full and complete defence to any such action.

FURTHER, THE COVENANTORS AND COVENANTEE HEREBY DECLARE that the consideration being exchanged in respect of this Covenant Not to Sue is accepted voluntarily, uninfluenced by representations on the part of the other party or anyone representing the other party.

IN WITNESS WHEREOF THE COVENANTORS have hereunto executed this Covenant this ____ day of _____, 2019.

RICHARD GODDERIS

WITNESS
Print Name

On his own behalf and as Representative
Plaintiff

SCHEDULE "E"

BETWEEN:

**RICHARD GODDERIS and RICHARD GODDERIS as
REPRESENTATIVE PLAINTIFF**

OF THE FIRST PART
(collectively, the "Plaintiffs")

- AND -

OF THE SECOND PART

This Agreement dated for reference the ____ day of February, 2019 (the "Agreement")

WHEREAS:

- A. The Plaintiffs have commenced Action No. 1401-01033 in the Court of Queen's Bench of Alberta (the "**Action**"), concerning losses suffered by investors with Certified Financial Savings & Mortgage Corp. in the Medallion McKnight development, and who expected their investments to be protected by being registered in the first investor mortgage registered against such development but instead were registered in the second investor mortgage (the "**Claim**");
- B. (the "**Settling Defendant**") is a Defendant in the Action;
- C. The Plaintiffs and the Settling Defendant (collectively, the "**Parties**") have resolved the issues between them in the Action;

- D. In this Agreement, the term "Remaining Defendant" means all Defendants with whom a similar agreement to this one is not reached, and includes any party that may be added to the Action subsequent to the execution of this Agreement;
- E. The Parties hereto agree that the interests of the Settling Defendant should be formalized and protected as provided herein.

FOR AND IN CONSIDERATION of the execution of this Agreement, the payment noted herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the execution of this Agreement, the Plaintiffs and the Settling Defendant each agree as follows:

1. The Settling Defendant shall pay the total sum of _____ as consideration to the Plaintiffs for this Agreement (the "**Consideration**").
2. The Settling Defendant shall not be liable to make any payment whatsoever with respect to the Action or the Claim, other than the payment of the Consideration.
3. The Plaintiffs will not actively prosecute the Action as against the Settling Defendant or seek to impose liability upon the Settling Defendant at any Trial of the Action.
4. The Settling Defendant will not take any adversarial position against the Plaintiffs in the Action, so long as the Plaintiffs remain compliant with the *Alberta Rules of Court*, Alta Reg 124/2010.
5. It is understood and agreed that upon execution of this Agreement, the terms of this Agreement shall be disclosed to all parties to the Action. In the event that the Action proceeds to Trial, the terms of this Agreement shall be disclosed to the Court prior to the commencement of the Trial.
6. In the event that the Action is resolved by all parties prior to Trial, the Plaintiffs will consent to, seek to obtain the consent of all other parties to an order dismissing all of the claims in the action, including any Third Party claims, on a without costs basis.
7. Nothing herein shall constitute or be construed as an admission of liability on the part of the Settling Defendant.

8. Each of the Parties to this Agreement will, at the request of any or all of the other Parties, execute and deliver such further documents and do such further acts and things as may reasonably be requested in order to evidence, carry out and give full force and effect to the terms, conditions intent and meaning of this Agreement.
9. The Settling Defendant agrees that he will preserve documents related to this Action. The Plaintiffs may, from time to time, request documents and evidence of the Settling Defendant, and the Plaintiffs expressly agree to indemnify the Settling Defendant for any of the professional fees of his legal counsel associated with same.
10. The terms of this Agreement are contractual, not a mere recital, and this Agreement is executed for the purposes of dealing with the Action and the Claims of the Plaintiffs as described in this Agreement.
11. There are no representations, collateral agreements, or conditions with respect to this Agreement affecting the liability of any or all of the Parties to this Agreement except as contained herein.
12. Should any part of this Agreement be declared or held invalid for any reason, such invalidity shall not affect the validity of the remainder which shall continue in force and effect and be construed as if this Agreement had been executed without the invalid portion and it is hereby declared the intention of the parties hereto that this Agreement would have been executed without reference to any portion which may, for any reason, be hereafter declared or held invalid.
13. Before executing this Agreement, the undersigned represent and warrant that they have read and understood the Agreement, have caused the Agreement to be executed of their own free will, and that any signatory has full authority to execute this Agreement.
14. If any clause hereof is not complied with, the undersigned expressly accept and assume that all terms of this Agreement shall be in all respects terminated and/or rescinded by said breach.
15. Every reference to the Parties in this Agreement including the "Settling Defendant" and the "Plaintiffs", includes their respective heirs, executors, administrators, receivers,

interim receivers, receiver/managers, monitors, trustees, predecessors, successors, shareholders, employees, and insurers, as the case may be.

16. The Plaintiffs hereby acknowledge that executing this Agreement, they have had the benefit of independent legal counsel, have exercised their own independent judgement and have not been influenced to any extent whatsoever by any representation, statements or conduct of any description whatever on the part of the Settling Defendants or their counsel.

17. This Agreement may be executed in counterparts with the same effect as if each party had signed the same documents and all counterparts and adopting instruments will be construed together and will constitute one and the same Agreement. Faxed or emailed copies of the executed counterparts are binding until the Parties exchange the original executed counterparts.

18. This Agreement shall be governed by and construed in accordance with the laws of the Province of Alberta. All disputes arising out of or in connection with this Agreement shall be submitted to and subject to the exclusive jurisdiction of the courts of the Province of Alberta.

IN WITNESS WHEREOF, the Parties have duly executed this Agreement on the date above written.

THE PLAINTIFFS (as defined herein)

PER:
Counsel for

PER: Byron W. Nelson
Counsel for the Plaintiffs

SCHEDULE "B"

PROPOSED DISTRIBUTION OF SETTLEMENT PROCEEDS
Action No. 1401 – 01033

TOTAL SETTLEMENT PROCEEDS: \$

Honorarium to Representative Plaintiff:	\$
Expenses of Representative Plaintiff:	\$
Class Counsel's Disbursements:	\$
TOTAL:	\$

NET SETTLEMENT FOR DISTRIBUTION: \$

Total Claims:	\$2,844,467.00
Percentage of Distribution to Claims:	(as against a possible maximum award of 35.15%)

PROPOSED DISTRIBUTION:

<u>Name</u>	<u>Principal + Interest to 2010</u>	<u>Distribution Amount</u>	<u>Legal Fee+GST</u>	<u>Net to Investor</u>
*Baley, C & M		\$150,000.00		
*Cozac, Con		\$50,000.00		
*Godderis, R & J		\$216,186.00		
*Pradhan, F		\$26,605.00		
*Pradhan, M		\$24,864.00		
*Starchuk, A & E		\$90,000.00		
*Starchuk, A & E		\$62,378.00		
744301 AB Ltd.		\$250,000.00		
Anderson, C		\$55,000.00		
Bitz, S & F		\$50,000.00		
Bitz, S & F		\$15,000.00		
Clark, F & K		\$400,000.00		
Cussigh, R		\$24,800.00		
DaSilva, F & E		\$46,000.00		
Dekker, Kim		\$53,665.00		
Finnermore, W & D		\$10,000.00		
Green, William		\$230,640.00		
Jarvis, B & C		\$50,000.00		
Knox, P & T		\$75,000.00		
Livingstone, M		\$25,000.00		
Long, F & R		\$20,000.00		
Lublinkhof, A		\$50,000.00		
Mah, Andrew		\$137,500.00		
Mathes, Arthur		\$80,542.00		
Needham, M J		\$60,573.00		
Ray, Joan		\$35,000.00		
Rees, Mason		\$50,000.00		
Riley, Shawn		\$33,000.00		
Sauve, Frances		\$44,500.00		
Schmidt, K & J		\$150,000.00		
Schmidt, T		\$20,000.00		
Schumacher, K		\$84,214.00		
Schumacher, K		\$100,000.00		
Snesrud, D & J		\$24,000.00		
Walz, B & E		\$50,000.00		
TOTAL:		\$2,844,467.00		

Total payout to Legal Fee+GST and Net to Investor:

* These investors contributed to the first legal fund (in the initial prior legal action) and thus are being charged 25% of their distribution amount for legal fees plus GST, while all other investors are being charged 30% of their distribution amount plus GST

AFFIDAVIT OF EXECUTION

CANADA
PROVINCE OF ALBERTA

) I, _____, of the City
)
) of _____, in the Province of
)
) _____, MAKE OATH AND SAY:

TO WIT:

1. THAT I was personally present and did see **Richard Godderis**, named in the within Instrument who is personally known to me to be the person named therein, duly sign and execute the same for the purposes named therein.

2. THAT the same was executed at _____, and that I am the subscribing witness thereto.

3. THAT I know the said **Richard Godderis** and he is in my belief the full age of eighteen years.

SWORN BEFORE ME at _____)
in the Province of _____)
_____, this _____)
day of _____, 2019.)

_____) _____