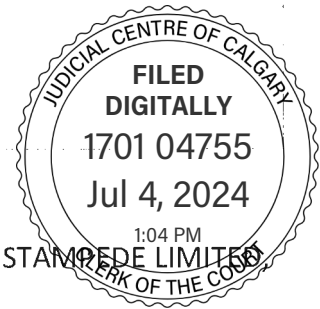


CERTIFIED *E. Wheaton*
by the Court Clerk as a true copy of
the document digitally filed on Jul 4,
2024

COURT FILE NUMBER 1701-04755
COURT COURT OF KING'S BENCH OF ALBERTA
JUDICIAL CENTRE CALGARY
PLAINTIFF N.B.
DEFENDANTS PHILIP HEEREMA, CALGARY EXHIBITION AND STAMPEDE LIMITED
and CALGARY STAMPEDE FOUNDATION

Clerk's Stamp



DOCUMENT **SETTLEMENT APPROVAL ORDER**

ADDRESS FOR SERVICE AND CONTACT INFORMATION OF PARTY FILING THIS DOCUMENT **JENSEN SHAWA SOLOMON DUGUID HAWKES LLP**
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DATE ON WHICH ORDER WAS PRONOUNCED: June 28, 2024

LOCATION OF HEARING OR TRIAL: Calgary, Alberta

NAME OF JUSTICE WHO MADE THIS ORDER: The Honourable Justice P.R. Jeffrey

UPON THE APPLICATION of the Representative Plaintiff for an Order approving the Settlement Agreement dated as of April 26, 2024, attached as Exhibit "A" to the Affidavit of N.B. sworn on June 19, 2024 (the **Settlement Agreement**) as between the Plaintiff and the Defendants, Calgary Exhibition and Stampede Limited, and Calgary Stampede Foundation (the **Stampede Defendants**); **AND UPON THE APPLICATION** of the Plaintiff for an Order approving Class Counsel fees and disbursements, and the proposed honoraria for the Representative Plaintiff and others; **AND UPON READING** the materials filed, including the Affidavit of the Representative Plaintiff N.B. sworn on June 19, 2024, the Written Brief provided by the Representative Plaintiff, and the Settlement Agreement; **AND UPON NOTING** one objection from a Class Members; **AND UPON**

HEARING the submissions of Class Counsel and counsel for the Stampede Defendants; **AND UPON NOTING** that the Representative Plaintiff and the Stampede Defendants consent to this Order; **AND UPON NOTING** that the Defendant, Philip Heerema was Noted in Default on August 11, 2020 but was still served with the Settlement Agreement materials and did not attend at this Application and did not submit evidence or written submissions with respect to this Application; **AND UPON NOTING** that Epiq Class Actions Services Canada, Inc. consents to be appointed as Claims Administrator;

IT IS HEREBY ORDERED THAT:

1. For the purposes of this Order, the definitions set out in the Settlement Agreement apply to and are incorporated into this Order.
2. In the event of a conflict between this Order and the Settlement Agreement, this Order shall prevail.
3. This Order, including the Settlement Agreement, is binding upon the Stampede Defendants, and upon each member of the Class who did not opt out of this Action, including those persons who are minors or mentally incapable, and the requirements of Rules 2.11 and 2.19 of the *Rules of Court*, AR 124/2010 are incorporated into this Order.
4. The Settlement Agreement reached between the Plaintiff, N.B. in his personal capacity and in his capacity as the Representative Plaintiff on behalf of the certified Class, and the Stampede Defendants is fair, reasonable, and in the best interests of the Class Members.
5. The Settlement Agreement is hereby approved pursuant to s. 35 of the *Class Proceedings Act*, SA 2003, c C-16.5 (**CPA**) and shall be implemented and enforced in accordance with its terms.
6. Epiq Class Actions Services Canada, Inc. is appointed as the Claims Administrator.
7. The Short and Long Form Notices substantially in the form they are attached at Exhibits "G" and "H" to the Affidavit of NB are approved.
8. Class Counsel and the Claims Administrator shall provide notice of this Order by way of the Short and Long Notices pursuant to the Plan of Notice set out at Schedule C to the Settlement Agreement.
9. The Distribution Protocol attached at Schedule F of the Settlement Agreement is approved as fair and reasonable and the Settlement Fund shall be distributed in accordance with the terms of the Settlement Agreement, following payment of

Class Counsel fees, disbursements, honoraria, and administration expenses, subject to one revision, which has been approved by the Stampede Defendants, as follows:

- (a) Should the Claims Administrator determine that a Class Member falls into the most severely impacted category, as described in section 2.3(C)(1) of the Distribution Protocol, they are directed to provide a one-time advance payment of \$10,000 to that Class Member to allow the Class Member to access immediate therapy costs. The amount advanced will be deducted from the total amount awarded to that Class Member.
10. The Claims Form, as attached at Exhibit "F" of the Affidavit of N.B., is approved.
11. For purposes of administration and enforcement of the Settlement Agreement and this Order, this Court will retain an ongoing supervisory role and the Stampede Defendants acknowledge and attorn to the jurisdiction of this Court for the purpose of implementing, administering, and enforcing the Settlement Agreement and this Order, and subject to the terms and conditions set out in the Settlement Agreement and this Order.
12. The Plaintiff and the Stampede Defendants may, on notice to the Court but without further need for a further order of the Court, agree to reasonable extensions of time to carry out any of the provisions of this Settlement Agreement.
13. The Stampede Defendants are not required to place the Settlement Funds in an interest-bearing account as required by the Settlement Agreement and may instead pay an additional amount of \$7,500, as part of the Settlement Funds, representing the interest that would have accrued on the Settlement Funds during the time the Settlement Funds are intended to be held in trust.
14. Class Counsel shall seek advice and direction from the Court if further assistance is required for the implementation or administration of the Claims Process or Distribution Protocol.
15. Class Counsel shall report to the Court at the conclusion of the administration of the Settlement Agreement, including reporting on notice, claims made, and distributions.
16. Upon the Effective Date, and as set out at Section 7 of the Settlement Agreement, each Releasor has released and shall be conclusively deemed to have forever and absolutely released the Releasees from the Released Claims.

17. Upon the Effective Date, each Releasor shall not now or hereafter institute, continue, maintain, intervene in or assert, either directly or indirectly, whether in Canada or elsewhere, on their own behalf or on behalf of any class or any other person, any proceeding, cause of action, claim or demand against any Releasee, or any other person who may claim contribution or indemnity or other claims over relief from any Releasee, in respect of any Released Claim.
18. Philip Heerema is not a party to the Settlement Agreement is not a Releasee under the terms of the Settlement Agreement.
19. Upon the Effective Date, and without further order, the Action against the Stampede Defendants is dismissed without costs.
20. In the event that the Settlement Agreement is terminated in accordance with its terms or otherwise fails to take effect for any reason, this Order shall be declared null and void and of no force or effect without the need for any further order of this Court but with notice to the Class.
21. Class Counsel Fees, disbursements and taxes are approved pursuant to section 39 of the CPA, in the total amount of CAD \$3,258,398.17 being:
 - (a) CAD \$2,736,832.92 for legal fees;
 - (b) CAD \$136,841.65 for applicable taxes on the legal fees;
 - (c) CAD \$184,723.60 for disbursements (inclusive of tax) incurred as of June 9, 2024; and
 - (d) CAD \$200,000 for anticipated disbursements for claims administration and notice of settlement approval to the class.
22. Honoraria to the following individuals who provided substantial assistance in the Class in the prosecution of the Action is approved as follows:
 - (a) Plaintiff, N.B. in the amount of \$20,000
 - (b) M.J. in the amount of \$5,000
 - (c) R.S. in the amount of \$5,000
 - (d) S.T. in the amount of \$1,000

- (e) B.N. in the amount of \$1,000
- (f) K.S. in the amount of \$1,000
- (g) S.S. in the amount of \$1,000
- (h) L.C. in the amount of \$1,000
- (i) R.W. in the amount of \$1,000

23. There shall be no costs of this motion.


Justice of the Court of King's Bench of Alberta