

**“Schedule B”**

**NORTH BATTLEFORD CRYPTOSPORIDIUM CLASS ACTION**

**NOTICE OF CERTIFICATION HEARING AND PROPOSED SETTLEMENT**

**This notice is to all persons who contracted cryptosporidiosis or symptoms of cryptosporidiosis as a result of consuming contaminated water supplied by the City of North Battleford between March 20, 2001 and April 25, 2001.**

**READ THIS NOTICE CAREFULLY AS IT MAY AFFECT YOUR LEGAL RIGHTS.**

**CLASS ACTION COMMENCED IN SASKATCHEWAN HAS BEEN SETTLED.**

In 2003, a class action was commenced against the City of North Battleford, Her Majesty the Queen in Right the Province of Saskatchewan and the Saskatchewan Water Corporation (“Class Action”).

This Notice applies to the “Infant Class” that consists of individuals who:

- i) Contracted cryptosporidiosis or symptoms of cryptosporidiosis as a result of consuming contaminated water supplied by the City of North Battleford between March 20 and April 25, 2001; and
- ii) Who were under the age of 18 years at the time of such consumption.

The parties to the Class Action have reached a proposed settlement with respect to the claims of the “Infant Class” (as defined above) subject to obtaining the approval of the Saskatchewan Court of Queen’s Bench (the “Court”) (the “Settlement Agreement”). The defined terms in the Settlement Agreement are used in the same way and with the same meaning in this Notice. The Settlement Agreement provides that the Defendants shall pay up to a maximum of Three Million Three Hundred Thousand (\$3,300,000.00) Dollars to settle all claims of the Class Members (the “Settlement Amount”) in full and final settlement of all claims of the Infant Class Members. The Settlement Amount includes all legal fees and taxes, however, the Defendants shall be responsible to pay all reasonable disbursements and administration expenses over and above the Settlement Amount. In return for the Settlement Amount, the Defendants will receive releases and a dismissal of the Class Action as it relates to the “Infant Class”.

The settlement is a compromise of disputed claims and is not an admission of liability, wrong doing or fault on the part of the Defendants, which have disputed and continue to dispute, the allegations advanced in the Class Action.

**1) A CERTIFICATION AND SETTLEMENT APPROVAL APPLICATION WILL BE HELD IN SASKATOON, SASKATCHEWAN**

Before the Settlement Agreement can be implemented, certain conditions concerning the Settlement must be fulfilled, the Class Action must be certified for the purposes of settlement, and the Settlement Agreement must be approved by the Court.

Class Members may, but are not required to, attend the Approval Hearing, which will be held on December 1, 2016 at 10:00am at the Court of Queen's Bench, 520 Spadina Crescent, Saskatoon, Saskatchewan.

Class Members who do not object the proposed Settlement do not need to appear at any hearing or take any other action at this time to indicate their desire to support the proposed Settlement.

## **2) CLASS COUNSEL FEES, CLAIMS ADMINISTRATOR AND ADMINISTRATIVE EXPENSES**

In addition to seeking Certification of this Action (Q.B. No. 1512 of 2003) as it relates to the Infant Class and the Courts approval of the Settlement Agreement, Class Counsel (as identified below) will seek the approval of their legal fees, in an amount equal to 20% of the Settlement Amounts, to be paid out of the Settlement Fund plus applicable taxes ("Class Counsel Fees"). All reasonable disbursements incurred by Class Counsel shall be paid by the Defendants. The Defendants shall pay all expenses associated with the claims administrator and administrative expenses. Class Council will also seek approval of a Compensation Grid (the "Compensation Grid").

## **3) PROPOSED DISTRIBUTION OF THE NET SETTLEMENT AMOUNT**

The Settlement Amount, minus Class Counsel Fees and taxes ("Net Settlement Amount"), will be distributed to Class Members in accordance with the Compensation Grid attached as Schedule (A) to the Settlement Agreement, which, in general terms, provides that:

- a) In order to be eligible to receive compensation pursuant to the Settlement Agreement, you must be a Class Member.
- b) The Administrator will determine whether a Class Member is entitled to receive compensation from the Net Settlement Amount pursuant to the Settlement Agreement and the Distribution Plan ("Eligible Claimant").
- c) Each Eligible Claimants' actual compensation from the Net Settlement Amount will be his/her pro rata share of the Net Settlement Amount calculated in accordance with the Compensation Grid.
- d) Any payments to be made to Participating Settlement Class Members, who at the Final Settlement Payment Date are under the age of 18, shall be made to the Public Guardian and Trustee for the Province of Saskatchewan to be held until such time as the Participating Settlement Class Member reaches the age of 18

If the Settlement is approved, all Class Members except those who have formally opted out of the Action will be bound by the terms of the Settlement Agreement. This means that they will not be able to bring or maintain any other claim or legal proceeding against the City of North Battleford, Her Majesty the Queen in Right of the Province of Saskatchewan and/or Saskatchewan Water Corporation in relation to the claims advanced in the Class Action.

**If the Settlement is approved, another notice to Class Members will be published, which will provide instructions on how to make a claim to receive compensation for the settlement.**

A copy of the Settlement Agreement including the Compensation Grid may be found at [www.cuelenaere.com/northbattleford](http://www.cuelenaere.com/northbattleford).

#### **4) CLASS MEMBERS MAY OBJECT TO THE SETTLEMENT**

If you wish to comment on or make objection to the certification of the action for the purposes of settlement, the Settlement Agreement or Class Counsel Fees, you must provide notice in writing of your intention to do so. All such notice must be submitted to Class Counsel (at the address listed below) no later than November 29<sup>th</sup>, 2016. Class Counsel will forward all such submissions to the Court and to Counsel for the Defendants. You may attend at the Settlement Approval hearing whether or not you deliver an objection.

The written objection should include the following information:

- a) The objector's name, address, telephone number, and email address;
- b) A brief statement outlining the nature of, and reason for, the objection; and
- c) A statement as to whether the objector intends to appear at the Settlement Approval Hearing in person or by legal counsel, and, if by legal counsel; the name, address, telephone number, fax number, and email address of such legal counsel.

#### **5) INTERPRETATION**

If there is a conflict between the provisions of this Notice and the Settlement Agreement, the terms of the Settlement Agreement will prevail.

#### **QUESTIONS ABOUT THE PROPOSED SETTLEMENT SHOULD BE DIRECTED TO THE CLASS COUNSEL.**

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**THIS NOTICE AND DISTRIBUTION OF IT, HAS BEEN AUTHORIZED BY THE COURT OF QUEEN'S BENCH OF SASKATCHEWAN.**