

COURT FILE NUMBER QBG-SA-00766-2022

COURT OF KING'S BENCH FOR SASKATCHEWAN

JUDICIAL CENTRE SASKATOON

PLAINTIFFS CAITLIN ERICKSON, JENNIFER SOUCY (BEAUDRY)
and STEFANIE HUTCHINSON

DEFENDANTS KEITH JOHNSON, JOHN OLUBOBOKUN, KEN
SCHULTZ, NATHAN RYSAVY, DUFF FRIESEN,
LYNETTE WEILER, JOEL HALL, LOU BRUNELLE,
JAMES RANDALL, KEVIN MACMILLAN, DAWN
BEAUDRY, NATHAN SCHULTZ, AARON
BENNEWEIS, DARCY SCHUSTER, RANDY
DONAUER, JOHN THURINGER, MILE TWO CHURCH
INC., THE GOVERNMENT OF SASKATCHEWAN,
JOHN DOES and JANE DOES

AFFIDAVIT OF CAITLIN ERICKSON

I, Caitlin Erickson, of the Town of Leask, in the Province of Saskatchewan, AFFIRM AND SAY:

1. I am a Plaintiff in this action and have personal knowledge of the facts attested to herein, except where stated to be on information and belief, and where so stated I verily believe the same to be true.
2. When this court action was first commenced, the following individuals and entities were named as defendants:
 - (a) Keith Johnson;
 - (b) John Olubobokun;
 - (c) Ken Schultz;
 - (d) Nathan Rysavy;
 - (e) Duff Friesen;
 - (f) Lynette Weiler;
 - (g) Joel Hall;

- (h) Fran Thevenot;
- (i) Lou Brunelle;
- (j) James Randall;
- (k) Tracey Johnson;
- (l) Simbo Olubobokun;
- (m) Elaine Schultz;
- (n) Catherine Randall;
- (o) Kevin Macmillan;
- (p) Anne Macmillan;
- (q) Dawn Beaudry;
- (r) Nathan Schultz;
- (s) Aaron Benneweis;
- (t) Deidre Benneweis;
- (u) Stephanie Case;
- (v) Mile Two Church Inc.; and
- (w) John Does and Jane Does.

3. On December 12, 2022, the Statement of Claim in this matter was amended. These amendments included the adding of the following parties to the action:

- (a) Darcy Schuster;
- (b) Randy Donauer;
- (c) John Thuringer; and
- (d) The Government of Saskatchewan.

4. On June 29, 2023, the claim in this action was amended again, including the removal of Elaine Schultz as a defendant in the litigation. Elaine Schultz died on, or about, April 23, 2023.

5. On November 26, 2023, the claim was discontinued as against Stephanie Case.

6. On February 5, 2024, the claim was discontinued as against Fran Thevenot.

7. On February 21, 2024, the claim was discontinued as against Tracey Johnson.

8. On April 25, 2024, the claim was discontinued as against Anne MacMillan.
9. On April 26, 2024, the claim was discontinued as against Catherine Randall and Deidre Benneweis.
10. On April 29, 2024, the claim was discontinued as against Simbo Olubobokun.
11. On March 7, 2024, my counsel was contacted by counsel for Mile Two Church Inc. (“**Mile Two**”) to request copies of all Notices of Discontinuance as well as “copies of all communications or other documents relating to the arrangements on which the discontinuances were provided”. This letter is attached to the Affidavit of Bryan Reynolds, sworn June 18, 2024 (the “**Reynolds Affidavit**”), at Exhibit B.
12. I am advised by my counsel, and verily believe the same to be true, that service of the Notice of Discontinuances is only required on the defendant against whom the action is being discontinued. I am also advised by my counsel, and verily believe the same to be true, that documents which are filed on the Court file for this action are public records which can be accessed by any member of the public, including representatives of Mile Two or their counsel.
13. However, notwithstanding this interpretation of the service requirements, and the availability of the documents to Mile Two, my counsel immediately provided copies of the Notices of Discontinuance to counsel for Mile Two, and a copy of that correspondence is attached to the Reynolds Affidavit as Exhibit C.
14. Following these communications between counsel, the lawyers for Mile Two wrote again to my lawyers to request copies of any agreements signed which led to the discontinuances as against any of the defendants. A copy of this letter, dated March 11, 2024, is attached to the Reynolds Affidavit as Exhibit D.
15. I am advised by my counsel, and I verily believe it to be true, that following the request from Mile Two for copies of various documents, my counsel reached out to counsel for Stephanie Case, Fran Thevenot and Tracey Johnson to inquire of their position on the release of the settlement agreements.

16. I understand that ultimately those parties took no position on the disclosure of the settlement agreements and my counsel then provided a copy of each of the agreements to counsel for Mile Two. The email from my counsel to Mile Two's counsel, dated April 8, 2024, which discloses these 3 settlement agreements is attached to the Reynolds Affidavit as Exhibit F.
17. As can be seen from the letter from counsel for Mile Two, dated April 10, 2024 (Exhibit J to the Reynolds Affidavit), once they received a copy of the 3 settlement agreements mentioned above, they demanded disclosure of more documentation.
18. My counsel responded to this request within 5 days, and indicated that we will be providing document disclosure in accordance with *The King's Bench Rules*. This letter is Exhibit K to the Reynolds Affidavit.
19. I note that the defendants in this action have not provided a Statement of Defence and in fact, obtained leave of this Honourable Court to delay the requirement to provide a Statement of Defence until after the application for certification in this action has been heard and determined. As such, there has not been any document disclosure between the parties to this action pursuant to *The King's Bench Rules*, other than production pursuant to a Notice to Produce served by Mile Two.
20. At this point in time, we are claiming settlement privilege and litigation privilege over any and all documentation which has arisen in relation to the discontinuance of the action against any of the former defendants.
21. Specifically, I note that some communications occurred between my counsel and counsel for the defendants who have had the action discontinued as against them. This communication was in the context of settlement discussions and in the interest of moving the litigation forward. Without waiving any privilege that attaches to the communications and documentation, I note:
 - (a) Stephanie Case has signed a Settlement Agreement which has been provided to counsel for Mile Two. The Notice of Discontinuance has also been provided to counsel for Mile Two. Additionally, Ms. Case has

provided an affidavit answering some written questions, which was obtained solely for the purpose of this litigation. In the event that this affidavit is intended to be used during the course of this litigation, we will be disclosing same as a part of the normal litigation process. No decision has been made at this time as to whether this affidavit from Ms. Case will be used in any way during the litigation and we do not waive litigation privilege.

- (b) Fran Thevenot has signed a Settlement Agreement which has been provided to counsel for Mile Two. The Notice of Discontinuance has also been provided to counsel for Mile Two. Mrs. Thevenot has not provided any further documentation at this time.
- (c) Tracey Johnson has signed a Settlement Agreement which has been provided to counsel for Mile Two. The Notice of Discontinuance has also been provided to counsel for Mile Two. Mrs. Johnson has not provided any further documentation at this time.
- (d) Anne MacMillan did not sign a Settlement Agreement. The Notice of Discontinuance has been provided to counsel for Mile Two. Mrs. MacMillan has not provided any further documentation at this time.
- (e) Catherine Randall did not sign a Settlement Agreement. The Notice of Discontinuance has been provided to counsel for Mile Two. Mrs. Randall has not provided any further documentation at this time.
- (f) Deidre Benneweis did not sign a Settlement Agreement. The Notice of Discontinuance has been provided to counsel for Mile Two. Mrs. Benneweis has not provided any further documentation at this time.
- (g) Simbo Olubobkun did not sign a Settlement Agreement. The Notice of Discontinuance has been provided to counsel for Mile Two. Mrs. Olubobkun has not provided any further documentation at this time.

(h) Elaine Schultz did not sign a Settlement Agreement, and there was no Notice of Discontinuance. The action against Mrs. Schultz ceased as a result of her death by amendment to the Statement of Claim. Mrs. Schultz did not provide any documentation in this action.

22. I am advised by my counsel, and verily believe the same to be true, that they have not received an Affidavit of Documents nor performed any Questioning of any of the said former defendants pursuant to *The King's Bench Rules*.

23. I make this affidavit in opposition to the application by Mile Two for an Order compelling the Plaintiffs to disclose and produce all documents connected to the arrangements that led to the Discontinuances and any settlements against Ms. Case, Mrs. Thevenot, Mrs. Johnson, Mrs. MacMillan, Mrs. Randall, Mrs. Benneweis, and Mrs. Olubobokun, and any Defendants who the Plaintiffs may discontinue against and/or settle with in the future, and for no improper purpose.

AFFIRMED BEFORE ME at Saskatoon, in)
the Province of Saskatchewan, this 3rd day)
of October, 2024.)
)
)
)
)
)



Commissioner for Oaths for Saskatchewan

~~My Commission expires:~~ 

OR Being a Solicitor



Caitlin Erickson

This document was prepared by:
Name of firm: Scharfstein LLP
Name of lawyer in charge of file: Grant J. Scharfstein, K.C. / Samuel W. Edmondson
Address of legal firm: 200 Princeton Tower
123-2nd Avenue South
Saskatoon, SK S7K 7E6
Telephone number: (306) 653-2838
Fax number: (306) 652-4747
E-mail address: gscharfstein@scharfsteinlaw.com / sedmondson@scharfsteinlaw.com
File number: 21,835.1