

COURT FILE NUMBER QBG-SA-00766-2022

COURT OF KING'S BENCH FOR SASKATCHEWAN

JUDICIAL CENTRE SASKATOON

PLAINTIFFS /  
RESPONDENTS CAITLIN ERICKSON, JENNIFER SOUCY  
(BEAUDRY) and STEFANIE HUTCHINSON and  
~~COY NOLIN~~

DEFENDANT /  
APPLICANT MILE TWO CHURCH INC.

DEFENDANTS /  
RESPONDENTS KEITH JOHNSON, JOHN OLUBOBOKUN, KEN  
SHULTZ, NATHAN RYSAVY, DUFF FRIESEN,  
LYNETTE WEILER, JOEL HALL, ~~FRAN  
THEVENOT~~, LOU BRUNELLE, JAMES RANDALL,  
~~TRACEY JOHNSON, SIMBO OLUBOBOKUN,~~  
ELAINE SCHULTZ, ~~CATHERINE RANDALL~~, KEVIN  
MACMILLIAN, ~~ANNE MACMILLIAN~~, DAWN  
BEAUDRY, NATHAN SCHULTZ, AARON  
BENNEWEIS, ~~DEIDRE BENNEWEIS~~, STEPHANIE  
CASE, DARCY SCHUSTER, RANDY DONAUER,  
JOHN THURINGER, THE GOVERNMENT OF  
SASKATCHEWAN, JOHN DOES and JANE DOES

Brought under *The Class Actions Act*

### **AFFIDAVIT OF BRYAN REYNOLDS**

I, BRYAN REYNOLDS, of the City of Saskatoon, in the Province of Saskatchewan, MAKE OATH AND SAY AS FOLLOWS:

1. I am a director of the Applicant (Defendant), Mile Two Church Inc. ("**Mile Two**"), and therefore have personal knowledge of the matters and facts herein deposed to other than where stated to be on information and belief, and where so stated I verily believe the same to be true.

## **Discontinuances of claim and cooperation agreement documents**

2. I am advised by Mile Two's lawyers, McDougall Gauley LLP ("**MG**"), and verily believe it to be true, that the Plaintiffs have filed Discontinuances of Claim (the "**Discontinuances**") against the following Defendants:

- a. Stephanie Case, dated November 6, 2023 and filed on November 7, 2023;
- b. Fran Thevenot, dated February 5, 2024 and filed on February 6, 2024;
- c. Tracey Johnson, dated February 21, 2024 and filed on February 21, 2024;
- d. Anne MacMillan, dated April 25, 2024 and filed on April 29, 2024;
- e. Catherine Randall, dated April 26, 2024 and filed on April 29, 2024;
- f. Deidre Benneweis, dated April 26, 2024 and filed on April 29, 2024; and
- g. Simbo Olubobokun, dated April 29, 2024 and filed on April 29, 2024.

Attached hereto and marked as **Exhibit "A"** are copies of the filed Discontinuances.

3. I am advised by MG, and verily believe it to be true, that on or about March 7, 2024, MG wrote to Plaintiffs' counsel to request that all Discontinuances in the action be served (the "**March 7 MG Letter**"). The March 7 MG Letter also requested that the Plaintiffs provide copies of all communications or other documents relating to the arrangements on which the Discontinuances were provided. Attached hereto and marked as **Exhibit "B"** is a copy of the March 7 MG Letter.

4. I am advised by MG, and verily believe it to be true, that on or about March 7, 2024, and following delivery of the March 7 MG Letter, Plaintiffs' counsel delivered copies of the Discontinuances against Ms. Case, Ms. Thevenot, and Ms. Johnson to MG. However, Plaintiffs' counsel refused to provide copies of all communications or other documents relating to the arrangements on which the Discontinuances were provided, as requested, stating that "[t]here is no requirement whatsoever to provide to you any

communications or other documents relating to the Discontinuances and we will not be doing so". Attached hereto and marked as **Exhibit "C"** is a copy of Plaintiffs' counsel's March 7, 2024 letter enclosing the Discontinuances against Ms. Case, Ms. Thevenot, and Ms. Johnson.

5. I am advised by MG, and verily believe it to be true, that on or about March 11, 2024, MG wrote to Plaintiffs' counsel, providing judicial authority about the obligation on settling parties for immediate disclosure of all agreements relating to settlements (the "**March 11 MG Letter**"). Attached hereto and marked as **Exhibit "D"** is a copy of the March 11 MG Letter.

6. Plaintiffs' counsel did not deliver an immediate response to the March 11 MG Letter. I am advised by MG, and verily believe it to be true, that a follow-up to the March 11 MG Letter was delivered on or about April 3, 2024 (the "**April 3 MG Letter**"). Attached hereto and marked as **Exhibit "E"** is a copy of the April 3 MG Letter.

7. I am advised by MG, and verily believe it to be true, that on or about April 8, 2024, MG received an email from Plaintiffs' counsel attaching settlement agreements entered into by the Plaintiffs and Ms. Case, Ms. Thevenot, and Ms. Johnson, respectively (the "**Settlement Agreements**").

8. Attached hereto and marked as **Exhibit "F"** is a copy of an email dated April 8, 2024 from Plaintiffs' counsel to MG attaching the Settlement Agreements.

9. Attached hereto and marked as **Exhibit "G"** is a copy of the Settlement Agreement with Ms. Case dated November 2, 2023 and received by MG on April 8, 2024 (the "**Case Settlement Agreement**").

10. Attached hereto and marked as **Exhibit "H"** is a copy of the Settlement Agreement with Ms. Thevenot dated February 24, 2024 and received by MG on April 8, 2024 (the "**Thevenot Settlement Agreement**")

11. Attached hereto and marked as **Exhibit “I”** is a copy of the Settlement Agreement with Ms. Johnson dated February 20, 2024 and received by MG on April 8, 2024 (the “**Johnson Settlement Agreement**”)

12. I am advised by MG, and verily believe it to be true, that following receipt of the Settlement Agreements, MG wrote to Plaintiffs’ counsel by letter dated April 10, 2024 seeking all communications or other documents relating to the Settlement Agreements, including the documents referred to in the Settlement Agreements that were generated as a result of the settlements (the “**April 10 MG Letter**”). MG noted the following cooperation documents are specifically referenced in the Settlement Agreements with Ms. Case, Ms. Thevenot, and Ms. Johnson:

- a. Written questions provided on or about September 19, 2023, as well as additional written questions and responses (paragraph 1 of the Thevenot Settlement Agreement);
- b. Sworn responses to written interrogatories and written Affidavit(s) (paragraph 1 of the Johnson Settlement Agreement); and
- c. Paragraph 3 of the Johnson Settlement Agreement and the Case Settlement Agreement require disclosure and production of relevant documents.

13. In the April 10 MG Letter, MG indicated that if it did not receive the requested documents, it would seek instructions from Mile Two to bring an application to compel production of those documents. Attached hereto and marked as **Exhibit “J”** is a copy of the April 10 MG Letter.

14. I am advised by MG, and verily believe it to be true, that Plaintiffs’ counsel responded to the April 10 MG Letter by letter dated April 15, 2024. The Plaintiffs refused to disclose and produce the records requested in the April 10 MG Letter. Attached hereto and marked as **Exhibit “K”** is a copy of Plaintiffs’ counsel’s April 15, 2024 letter to MG.

15. I am advised by MG, and verily believe it to be true, that by letter dated April 23, 2024, MG advised Plaintiffs' counsel that it had instructions to bring an application and indicated that it would request that the application be scheduled for the same time that the applications for further and better particulars are scheduled (the "**April 23 MG Letter**"). Attached hereto and marked as **Exhibit "L"** is a copy of the April 23 MG Letter.

16. I am advised by MG, and verily believe it to be true, that the Discontinuances against Ms. MacMillan, Ms. Randall, Ms. Benneweis, and Ms. Olubobokun were served on the remaining Defendants, including Mile Two, on April 29, 2024.

17. I am advised by MG, and verily believe it to be true, that after receiving the Discontinuances against Ms. MacMillan, Ms. Randall, Ms. Benneweis, and Ms. Olubobokun on April 29, 2024, MG wrote to Plaintiffs' counsel requesting the same records it had requested in relation to the Discontinuances and Settlement Agreements reached with Ms. Case, Ms. Thevenot, and Ms. Johnson (the "**April 30 MG Letter**"). Attached hereto and marked as **Exhibit "M"** is a copy of the April 30 MG Letter.

18. MG did not receive an immediate response to the April 30 MG Letter. I am advised by MG, and verily believe it to be true, that MG delivered a follow-up letter dated May 13, 2024 (the "**May 13 MG Letter**"). Attached hereto and marked as **Exhibit "N"** is a copy of the May 13 MG Letter.

19. I am advised by MG, and verily believe it to be true, that on or about May 17, 2024, Plaintiffs' counsel wrote to MG by email, indicating that there "are no agreements or arrangements with any of the Defendants against whom we recently discontinued the action, other than the Discontinuances filed, which we have provided to you". Attached hereto and marked as **Exhibit "O"** is a copy of the May 17, 2024 email received from Plaintiffs' counsel.

#### **Plaintiffs' communications to Defendants about settlement**

20. I am advised by MG, and verily believe it to be true, that MG obtained a copy of a letter dated September 19, 2023, sent by Plaintiffs' counsel to Mark Vanstone, counsel for

the Defendant, Catherine Randall, seeking “to explore an opportunity to have [the Plaintiffs] discontinue the ... action as against ... Catherine Randall”. The letter goes on to state:

As the first step in making the determination as to whether to discontinue the action as against your client we would want to meet with your client (and counsel) to have a general discussion and conversation, without prejudice and without any promise that we would move on to the next step. Based on how that meeting goes and if we decide to discontinue the claim against your client, we would require your client to sign the attached Settlement Agreement and swear an Affidavit responding to the questions attached. At that point, we would then discontinue the action against your client.

Attached hereto and marked as **Exhibit “P”** is a copy of the letter, with enclosures, dated September 19, 2023 from Plaintiffs’ counsel to Ms. Randall’s counsel.

### **Mile Two Production Application**

21. By Notice of Application dated June 18, 2024, Mile Two applied for an Order compelling the Plaintiffs to disclose and produce all documents (the “**Cooperation Documents**”) connected to the arrangements that led to the settlements and Discontinuances as against Ms. Case, Ms. Thevenot, Ms. Johnson, Ms. MacMillan, Ms. Randall, Ms. Benneweis, and Ms. Olubobokun (the “**Mile Two Production Application**”).

22. I am advised by MG, and verily believe it to be true, that the Plaintiffs delivered the Affidavit of Caitlin Erickson affirmed October 3, 2024 in response to the Mile Two Production Application (the “**Erickson Affidavit**”).

23. I have reviewed the Erickson Affidavit. In the Erickson Affidavit, Ms. Erickson outlines the circumstances around the Discontinuances and the Settlement Agreements. The Erickson Affidavit confirms that the Plaintiffs entered Settlement Agreements with Ms. Case, Ms. Thevenot, and Ms. Johnson, leading to the Discontinuances as against these individuals. The Erickson Affidavit indicates that Ms. MacMillan, Ms. Randall, Ms. Benneweis, and Ms. Olubobokun did not enter Settlement Agreements with the Plaintiffs.

24. The Erickson Affidavit confirms that Ms. Case “provided an affidavit answering some written questions” to the Plaintiffs (the “**Case Affidavit**”). Notwithstanding the

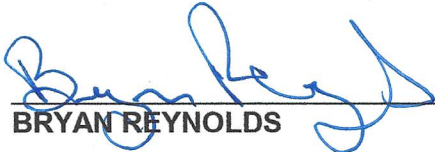
requirements outlined in the Thevenot Settlement Agreement and the Johnson Settlement Agreement, the Plaintiffs suggest that no further documentation has been provided by Ms. Thevenot or Ms. Johnson "at this time". The Plaintiffs refuse any further disclosure and production to Mile Two and claim litigation privilege over the Case Affidavit.

**Basis for Affidavit**

25. I make this Affidavit in support of an application by Mile Two for an Order dismissing the within action as against Mile Two and for no improper purpose.

SWORN BEFORE ME BY )  
ELECTRONIC MEANS )  
MEANS at Regina, Saskatchewan, )  
this 1st day of November, 2024 )  
)  
)  
)  
)  
)  
)

  
A COMMISSIONER FOR OATHS  
for the Province of Saskatchewan

  
BRYAN REYNOLDS

Being a Solicitor

## **CONTACT INFORMATION AND ADDRESS FOR SERVICE**

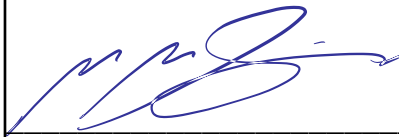
### **If prepared by a lawyer for the party:**

Name of firm:	McDougall Gauley LLP
Name of lawyer in charge of file:	Gordon J. Kuski, K.C. / Amanda M. Quayle, K.C.
Address of legal firm:	1500 – 1881 Scarth Street Regina, Saskatchewan S4P 4K9
Telephone number:	(306) 565-0785 / (306) 565-5100
Fax number:	(306) 359-0785
Email address:	gkuski@mcdougallgauley.com / aquayle@mcdougallgauley.com



# EXHIBIT "A"

This page and the following 14 pages are  
**Exhibit "A"** to the Affidavit of Bryan  
Reynolds sworn before me by electronic  
means this 1st day of November, 2024.



A COMMISSIONER FOR OATHS  
in and for the Province of Saskatchewan

BEING A SOLICITOR

FILED IN THE OFFICE OF THE  
LOCAL REGISTRAR ON THE  
7 DAY OF Nov. 2023

COURT FILE NUMBER QBG-SA-00766-2022

COURT OF KING'S BENCH FOR SASKATCHEWAN

Received by [Signature]  
Judicial Centre of Saskatoon

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, FRAN THEVENOT,  
LOU BRUNELLE, JAMES RANDALL, TRACEY  
JOHNSON, SIMBO OLUBOBOKUN, CATHERINE  
RANDALL, KEVIN MACMILLAN, ANNE  
MACMILLAN, DAWN BEAUDRY, NATHAN  
SCHULTZ, AARON BENNEWEIS, DEIDRE  
BENNEWEIS, STEPHANIE CASE, DARCY SCHUSTER,  
RANDY DONAUER, JOHN THURINGER, MILE TWO  
CHURCH INC., THE GOVERNMENT OF  
SASKATCHEWAN, JOHN DOES and JANE DOES

#### DISCONTINUANCE OF CLAIM

The plaintiffs discontinue the action against the defendant, Stephanie Case, without costs.

Dated at Saskatoon, Saskatchewan, this 6 day of November, 2023.

**SCHARFSTEIN LLP**

Per: [Signature]

Grant J. Scharfstein, K.C., Solicitor for the plaintiffs,  
Caitlin Erickson, Jennifer Soucy (Beaudry), and  
Stefanie Hutchinson

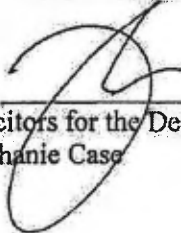
#### NOTICE

If you discontinue the action/part of the action, the other party is entitled to costs unless the other party consents to a discontinuance without costs (Subrule 4-49(2)).

The discontinuance of the action/part of the action may not be raised as a defence to any subsequent action for the same or substantially the same claim (Subrule 4-49(5)).

This Discontinuance on a without costs basis is consented to this 6<sup>th</sup> day of November, 2023.

**ROBERTSON STROMBERG LLP**

Per:   
Solicitors for the Defendant  
Stephanie Case

**CONTACT INFORMATION AND ADDRESS FOR SERVICE**

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 - 2 <sup>nd</sup> 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

FILED IN THE OFFICE OF THE  
LOCAL REGISTRAR ON THE  
6<sup>th</sup> DAY OF Feb. 2024

COURT FILE NUMBER QBG-SA-00766-2022

COURT OF KING'S BENCH FOR SASKATCHEWAN

Received by K. Schmidt  
Judicial Centre of Saskatoon

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, FRAN THEVENOT,  
LOU BRUNELLE, JAMES RANDALL, TRACEY  
JOHNSON, SIMBO OLUBOBOKUN, CATHERINE  
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SCHULTZ, AARON BENNEWEIS, DEIDRE  
BENNEWEIS, STEPHANIE CASE, DARCY SCHUSTER,  
RANDY DONAUER, JOHN THURINGER, MILE TWO  
CHURCH INC., THE GOVERNMENT OF  
SASKATCHEWAN, JOHN DOES and JANE DOES

#### DISCONTINUANCE OF CLAIM

The Plaintiffs, CAITLIN ERICKSON, JENNIFER SOUCY (BEAUDRY) and STEFANIE HUTCHINSON, discontinue the action against the Defendant, FRAN THEVENOT, without costs.

Dated at Saskatoon, Saskatchewan, this 5<sup>th</sup> day of February, 2024.

SCHARFSTEIN LLP

Per: 

Solicitors for the Plaintiffs, Caitlin Erickson, Jennifer Soucy (Beaudry), and Stefanie Hutchinson

#### NOTICE

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The discontinuance of the action/part of the action may not be raised as a defence to any subsequent action for the same or substantially the same claim (Subrule 4-49(5))

This Discontinuance on a without costs basis is consented to this 5th day of February, 2024.

**MCKERCHER LLP**

Per: Kayla Dunn  
Solicitors for the Defendant, Fran Thevenot

**CONTACT INFORMATION AND ADDRESS FOR SERVICE**

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 - 2 <sup>nd</sup> 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

FILED IN THE OFFICE OF THE  
LOCAL REGISTRAR, THE 21  
DAY OF February, 2024  
Ruo Chan  
DEPUTY LOCAL REGISTRAR

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  
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RANDY DONAUER, JOHN THURINGER, MILE TWO  
CHURCH INC., THE GOVERNMENT OF  
SASKATCHEWAN, JOHN DOES and JANE DOES

#### DISCONTINUANCE OF CLAIM

The Plaintiffs, CAITLIN ERICKSON, JENNIFER SOUCY (BEAUDRY) and STEFANIE HUTCHINSON, discontinue the action against the Defendant, TRACEY JOHNSON, without costs.

Dated at Saskatoon, Saskatchewan, this 21<sup>st</sup> day of February, 2024.

**SCHARFSTEIN LLP**

Per:   
Solicitors for the Plaintiffs, Caitlin Erickson, Jennifer Soucy (Beaudry), and Stefanie Hutchinson

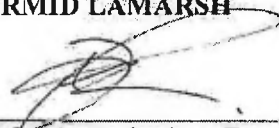
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This Discontinuance on a without costs basis is consented to this 21st day of February, 2024.

**MACDERMID LAMARSH**

Per:   
Solicitors for the Defendant, Tracey Johnson

**CONTACT INFORMATION AND ADDRESS FOR SERVICE**

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 - 2 <sup>nd</sup> 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

FILED IN THE OFFICE OF THE  
LOCAL REGISTRAR ON THE

21<sup>st</sup> DAY OF Apr 2024

COURT FILE NUMBER QBG-SA-00766-2022

COURT OF KING'S BENCH FOR SASKATCHEWAN

JUDICIAL CENTRE SASKATOON

Received by [Signature]  
Judicial Centre of Saskatoon

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

DEFENDANTS KEITH JOHNSON, JOHN OLUBOBOKUN, KEN  
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BENNEWEIS, STEPHANIE CASE, DARCY SCHUSTER,  
RANDY DONAUER, JOHN THURINGER, MILE TWO  
CHURCH INC., THE GOVERNMENT OF  
SASKATCHEWAN, JOHN DOES and JANE DOES

#### DISCONTINUANCE OF CLAIM

The Plaintiffs, CAITLIN ERICKSON, JENNIFER SOUCY (BEAUDRY) and STEFANIE HUTCHINSON, discontinue the action against the Defendant, Anne MacMillan, without costs.

Dated at Saskatoon, Saskatchewan, this 25 day of April, 2024.

SCHARFSTEIN LLP

Per: [Signature]  
Solicitors for the Plaintiffs, Caitlin Erickson, Jennifer Soucy (Beaudry), and Stefanie Hutchinson

#### NOTICE

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The discontinuance of the action/part of the action may not be raised as a defence to any subsequent action for the same or substantially the same claim (Subrule 4-49(5))



This Discontinuance on a without costs basis is consented to this 25<sup>th</sup> day of April 2024.

**ROBERTSON STROMBERG**

Per:  \_\_\_\_\_  
Solicitors for the Defendant, Anne MacMillan

**CONTACT INFORMATION AND ADDRESS FOR SERVICE**

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 - 2<sup>nd</sup> 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

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LOCAL REGISTRAR ON THE

21<sup>st</sup> DAY OF Apr 2024

COURT OF KING'S BENCH FOR SASKATCHEWAN

JUDICIAL CENTRE SASKATOON

Received by [Signature]  
Judicial Centre of Saskatoon

PLAINTIFFS CAITLIN ERICKSON, JENNIFER SOUCY (BEAUDRY)  
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RANDY DONAUER, JOHN THURINGER, MILE TWO  
CHURCH INC., THE GOVERNMENT OF  
SASKATCHEWAN, JOHN DOES and JANE DOES

#### DISCONTINUANCE OF CLAIM

The Plaintiffs, CAITLIN ERICKSON, JENNIFER SOUCY (BEAUDRY) and STEFANIE HUTCHINSON, discontinue the action against the Defendant, CATHERINE RANDALL.

Dated at Saskatoon, Saskatchewan, this 26<sup>th</sup> day of April 2024.

**SCHARFSTEIN LLP**

Per: [Signature]  
Solicitors for the Plaintiffs, Caitlin Erickson, Jennifer Soucy (Beaudry), and Stefanie Hutchinson

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**CONTACT INFORMATION AND ADDRESS FOR SERVICE**

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 - 2<sup>nd</sup> 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

FILED IN THE OFFICE OF THE  
LOCAL REGISTRAR ON THE

COURT FILE NUMBER QBG-SA-00766-2022

DATE OF APR 2024

COURT OF KING'S BENCH FOR SASKATCHEWAN

JUDICIAL CENTRE SASKATOON

Received by [Signature]  
Judicial Centre of Saskatoon

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

DEFENDANTS KEITH JOHNSON, JOHN OLUBOBOKUN, KEN  
SCHULTZ, NATHAN RYSAVY, DUFF FRIESEN,  
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LOU BRUNELLE, JAMES RANDALL, TRACEY  
JOHNSON, SIMBO OLUBOBOKUN, CATHERINE  
RANDALL, KEVIN MACMILLAN, ANNE  
MACMILLAN, DAWN BEAUDRY, NATHAN  
SCHULTZ, AARON BENNEWEIS, DEIDRE  
BENNEWEIS, STEPHANIE CASE, DARCY SCHUSTER,  
RANDY DONAUER, JOHN THURINGER, MILE TWO  
CHURCH INC., THE GOVERNMENT OF  
SASKATCHEWAN, JOHN DOES and JANE DOES

### DISCONTINUANCE OF CLAIM

The Plaintiffs, CAITLIN ERICKSON, JENNIFER SOUCY (BEAUDRY) and STEFANIE HUTCHINSON, discontinue the action against the Defendant, Deidre Benneweis.

Dated at Saskatoon, Saskatchewan, this 26<sup>th</sup> day of April, 2024.

**SCHARFSTEIN LLP**

Per: [Signature]  
Solicitors for the Plaintiffs, Caitlin Erickson, Jennifer Soucy (Beaudry), and Stefanie Hutchinson

### NOTICE

If you discontinue the action/part of the action, the other party is entitled to costs unless the other party consents to a discontinuance without costs (Subrule 4-49(2)).

The discontinuance of the action/part of the action may not be raised as a defence to any subsequent action for the same or substantially the same claim (Subrule 4-49(5))

**CONTACT INFORMATION AND ADDRESS FOR SERVICE**

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 - 2<sup>nd</sup> 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

FILED IN THE OFFICE OF THE  
LOCAL REGISTRAR ON THE

21<sup>st</sup> DAY OF Apr 2024

COURT FILE NUMBER QBG-SA-00766-2022

COURT OF KING'S BENCH FOR SASKATCHEWAN

JUDICIAL CENTRE SASKATOON

Received by [Signature]  
Judicial Centre of 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, FRAN THEVENOT,  
LOU BRUNELLE, JAMES RANDALL, TRACEY  
JOHNSON, SIMBO OLUBOBOKUN, CATHERINE  
RANDALL, KEVIN MACMILLAN, ANNE  
MACMILLAN, DAWN BEAUDRY, NATHAN  
SCHULTZ, AARON BENNEWEIS, DEIDRE  
BENNEWEIS, STEPHANIE CASE, DARCY SCHUSTER,  
RANDY DONAUER, JOHN THURINGER, MILE TWO  
CHURCH INC., THE GOVERNMENT OF  
SASKATCHEWAN, JOHN DOES and JANE DOES

#### DISCONTINUANCE OF CLAIM

The Plaintiffs, CAITLIN ERICKSON, JENNIFER SOUCY (BEAUDRY) and STEFANIE HUTCHINSON, discontinue the action against the Defendant, SIMBO OLUBOBOKUN, without costs.

Dated at Saskatoon, Saskatchewan, this 21<sup>st</sup> day of April, 2024.

SCHARFSTEIN LLP

Per: [Signature]  
Solicitors for the Plaintiffs, Caitlin Erickson, Jennifer Soucy (Beaudry), and Stefanie Hutchinson


#### NOTICE

If you discontinue the action/part of the action, the other party is entitled to costs unless the other party consents to a discontinuance without costs (Subrule 4-49(2)).

The discontinuance of the action/part of the action may not be raised as a defence to any subsequent action for the same or substantially the same claim (Subrule 4-49(5)).

This Discontinuance on a without costs basis is consented to this 29~~th~~ day of April, 2024.

**WARDELL GILLIS**

Per:   
Solicitors for the Defendant, Simbo Olubobokun

**CONTACT INFORMATION AND ADDRESS FOR SERVICE**

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 - 2 <sup>nd</sup> 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

# EXHIBIT "B"

This page and the following 1 page are  
**Exhibit "B"** to the Affidavit of Bryan  
Reynolds sworn before me by electronic  
means this 1st day of November, 2024.



---

A COMMISSIONER FOR OATHS  
in and for the Province of Saskatchewan

BEING A SOLICITOR





GORDON J. KUSKI, K.C.  
T: (306) 565-5111  
gkuski@mcdougallgauley.com

Cassandra Byblow, Assistant  
T: (306) 565-5139  
cbyblow@mcdougallgauley.com

Refer to: 554865-3 GJK/AMQ

March 7, 2024

**VIA E-MAIL**

Scharfstein LLP Barristers & Solicitors  
200 Princeton Tower  
123 – 2<sup>nd</sup> Avenue South  
Saskatoon, SK  
S7K 7E6

**Attention: Grant J. Scharfstein, K.C., Samuel W. Edmondson, Michael R. Scharfstein**

Dear Sirs:

**Re: Erickson et al. v Mile Two Church Inc. et al.  
QBG-SA-00766-2022 (the "Action")**

---

It appears the Plaintiffs have discontinued the Action against several defendants.

Mile Two Church Inc. has not been served with any Notices of Discontinuance as required by *The King's Bench Rules*.

Please immediately serve filed copies of all Notices of Discontinuance in the Action.

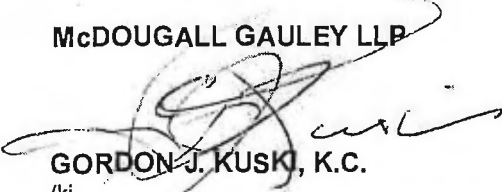
Please also provide our office copies of all communications or other documents relating to the arrangements on which the discontinuances were provided by March 15, 2024.

We have copied those counsel for the defendants that we believe are subject to discontinuances so they are aware of our requests.

We look forward to hearing from you.

Yours truly,

**McDOUGALL GAULEY LLP**



**GORDON J. KUSKI, K.C.**

/kj  
cc Candice Grant, counsel for Stephanie Case  
Kaylea Dunn, K.C., counsel for Fran Thevenot  
Randy Klein, K.C., counsel for Tracey Johnson

# EXHIBIT "C"

This page and the following 1 page are  
**Exhibit "C"** to the Affidavit of Bryan  
Reynolds sworn before me by electronic  
means this 1st day of November, 2024.



A COMMISSIONER FOR OATHS  
in and for the Province of Saskatchewan

BEING A SOLICITOR



# Scharfstein LLP

Barristers & Solicitors

Reply to: Grant J. Scharfstein, K.C.  
E-mail: gscharfstein@scharfsteinlaw.com

Assistant: Chelsey Kuspira  
E-mail: ckuspira@scharfsteinlaw.com

March 7, 2024

**McDougall Gauley LLP**  
1500 – 1881 Scarth Street  
Regina, SK S4P 4K9

**Attention: Gordon J. Kuski, K.C.**

Dear Sir:

**Re: Erickson et al v Johnson et al**  
**QBG-SA-00766-2022, Judicial Centre of Saskatoon**  
**Our File No: 21,835.1**  
**Your File No: 554865-3 GJK/AMQ**

Attached are copies of the filed Notices of Discontinuance in regard to Stephanie Case, Fran Thevenot and Tracey Johnson.

*The King's Bench Rules* only require the service of the Notice of Discontinuance on the Defendant against who the action is being discontinued.

There is no requirement whatsoever to provide to you any communications or other documents relating to the discontinuances and we will not be doing so.

Yours truly,

**SCHARFSTEIN LLP**

PER:

  
GRANT J. SCHARFSTEIN, K.C.

GJS/cmk  
Enclosures

cc: McKercher LLP - Attn: Kaylea M. Dunn, K.C. - via email  
cc: Robertson Stromberg LLP - Attn: Candice D. Grant - via email  
cc: MacDermid Lamarsh - Attn: Randy T. Klein, K.C. via email

**Via Email**

Grant J. Scharfstein, K.C.  
Dennis J. Fisher, K.C.  
Brent D. Barilla, K.C.  
Tammí D. Hackl  
Brendan S. Tumback  
K. Lily Arvanitis  
Anna C. Singer  
Samuel W. Edmondson  
Leslie G. Tallis  
Valerie G. Watson, K.C.  
Michael R. Scharfstein  
Jane M. Basinski  
Benjamin C. Rakochy  
Bonnie D. Cherewyk  
(maternity leave)  
Lauren E. Scharfstein  
Courtney J. Fisher  
(maternity leave)  
Daniel Katzman  
James D. Hataley  
Christine K. Libner  
Valerie J. Warwick  
Samuel C. Rezazadeh  
(Student-at-Law)  
Jessica B. MacLean  
(Student-at-Law)

# EXHIBIT "D"

This page and the following 1 page are  
**Exhibit "D"** to the Affidavit of Bryan  
Reynolds sworn before me by electronic  
means this 1st day of November, 2024.



---

A COMMISSIONER FOR OATHS  
in and for the Province of Saskatchewan

BEING A SOLICITOR



GORDON J. KUSKI, K.C.  
T: (306) 565-5111  
gkuski@mcdougallgauley.com

Cassandra Byblow, Assistant  
T: (306) 565-5139  
cbyblow@mcdougallgauley.com

Refer to: 554865-3 GJK/AMQ

March 11, 2024

**VIA E-MAIL**

Scharfstein LLP Barristers & Solicitors  
200 Princeton Tower  
123 – 2<sup>nd</sup> Avenue South  
Saskatoon, SK  
S7K 7E6

**Attention: Grant J. Scharfstein, K.C., Samuel W. Edmondson, Michael R. Scharfstein**

Dear Sirs:

**Re: Erickson et al. v Mile Two Church Inc. et al.  
QBG-SA-00766-2022 (the "Action")**

---

Thank you for your March 7, 2024 letter with filed Notices of Discontinuance for Ms. Case, Ms. Thevenot, and Ms. Johnson.

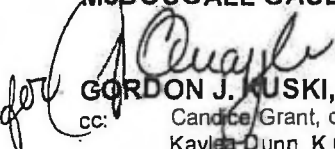
We disagree that you are not required to provide us with documents relating to the arrangements on which the discontinuances were provided. At paragraph 9 in *Biorignal Food & Science Corp. v Sasopack Inc.*, 2012 SKQB 469, 410 Sask R 158, Smith J. stated "[i]t seems well settled that there is an obligation on the settling parties for immediate disclosure of at least the existence of such an agreement both to the court and to the other parties in the litigation".

Further, in *Sable Offshore Energy Inc. v Ameron International Corp.*, 2013 SCC 37, [2013] 2 SCR 623, the Supreme Court of Canada confirmed that while the settlement amount may remain shielded, any agreement is to be disclosed.

We reiterate our request for copies of all communications or other documents relating to the arrangements on which the discontinuances were provided, by no later than March 15, 2024.

Yours truly,

**MCDUGALL GAULEY LLP**

  
**GORDON J. KUSKI, K.C.**

cc: Candice Grant, counsel for Stephanie Case  
Kayla Dunn, K.C., counsel for Fran Thevenot  
Randy Klein, K.C., counsel for Tracey Johnson

SINCE 1891

T: (306) 757-1641 F: (306) 359-0785  
1500 - 1881 Scarth Street, Regina, SK S4P 4K9

**BARRISTERS + SOLICITORS**  
www.mcdougallgauley.com

# EXHIBIT "E"

This page and the following 1 page are  
**Exhibit "E"** to the Affidavit of Bryan  
Reynolds sworn before me by electronic  
means this 1st day of November, 2024.



---

A COMMISSIONER FOR OATHS  
in and for the Province of Saskatchewan

BEING A SOLICITOR



**GORDON J. KUSKI, K.C.**  
T: (306) 565-5111  
gkuski@mcdougallgauley.com

**Cassandra Byblow, Assistant**  
T: (306) 565-5139  
cbyblow@mcdougallgauley.com

Refer to: 554865-3 GJK/AMQ

April 3, 2024

**VIA E-MAIL**

Scharfstein LLP Barristers & Solicitors  
200 Princeton Tower  
123 – 2<sup>nd</sup> Avenue South  
Saskatoon, SK  
S7K 7E6

**Attention: Grant J. Scharfstein, K.C., Samuel W. Edmondson, Michael R. Scharfstein**

Dear Sirs:

**Re: Erickson et al. v Mile Two Church Inc. et al.  
QBG-SA-00766-2022**

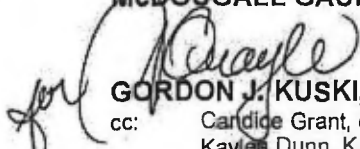
---

We write further to our letter of March 11, 2024. We had asked for a response by March 15, 2024. None has been received and it is now April 3, 2024.

May we please hear from you? If we do not hear from you by April 12, 2024, we will have no choice but to bring an application to compel production of the requested documents. Given the law pertaining to the disclosure and production of documents relating to arrangements with settling defendants, we hope that will not be necessary.

Yours truly,

**McDOUGALL GAULEY LLP**

  
**GORDON J. KUSKI, K.C.**

cc: Cardice Grant, counsel for Stephanie Case  
Kaylee Dunn, K.C., counsel for Fran Thevenot  
Randy Klein, K.C., counsel for Tracey Johnson

# EXHIBIT "F"

This page and the following 1 page are  
**Exhibit "F"** to the Affidavit of Bryan  
Reynolds sworn before me by electronic  
means this 1st day of November, 2024.



A COMMISSIONER FOR OATHS  
in and for the Province of Saskatchewan

BEING A SOLICITOR



## Quayle, Amanda

---

**From:** Chelsey Kuspira <ckuspira@scharfsteinlaw.com>  
**Sent:** April 8, 2024 1:55 PM  
**To:** Kuski, Gordon; Quayle, Amanda  
**Cc:** dtangjerd@wardellaw.ca; Mark Vanstone; cpanko@commonsenselawyer.com; brent@littlelaw.ca; Spencer, Scott; Jennifer Pereira; jared.biden@gov.sk.ca; justin.stevenson@gov.sk.ca; Adam Touet; jehmann@kanuka.ca; Jay Watson; Jared D. Epp; parleelaw@sasktel.net; Grant Scharfstein; Samuel Edmondson; Michael Scharfstein; Christine Libner  
**Subject:** Erickson et al v Mile Two Church et al  
**Attachments:** 2024-02-24 Settlement Agreement - fully executed.pdf; 2023-11-01 Settlement Agreement - fully executed.pdf; 2024-02 Settlement Agreement - fully executed.pdf

Gord,

Attached are the three Settlement Agreements with Stephanie Case, Fran Thevenot and Tracey Johnson.

Thanks,


**Chelsey Kuspira**

*Assistant to Grant J. Scharfstein, K.C., Samuel W. Edmondson and Valerie J. Warwick*  
email: ckuspira@scharfsteinlaw.com



200 Princeton Tower  
123-2<sup>nd</sup> Avenue South  
Saskatoon, SK S7K 7E6  
Phone: 306.653.2838  
Fax: 306.652.4747

email: [lawyers@scharfsteinlaw.com](mailto:lawyers@scharfsteinlaw.com)  
[www.scharfsteinlaw.com](http://www.scharfsteinlaw.com)

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# EXHIBIT "G"

This page and the following 4 pages are  
**Exhibit "G"** to the Affidavit of Bryan  
Reynolds sworn before me by electronic  
means this 1st day of November, 2024.



---

A COMMISSIONER FOR OATHS  
in and for the Province of Saskatchewan

BEING A SOLICITOR

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, FRAN THEVENOT, LOU BRUNELLE, JAMES  
RANDALL, TRACEY JOHNSON, SIMBO OLUBOBOKUN,  
~~ELAINE SCHULTZ~~, CATHERINE RANDALL, KEVIN  
MACMILLAN, ANNE MACMILLAN, DAWN BEAUDRY,  
NATHAN SCHULTZ, AARON BENNEWEIS, DEIDRE  
BENNEWEIS, STEPHANIE CASE, DARCY SCHUSTER,  
RANDY DONAUER, JOHN THURINGER, MILE TWO  
CHURCH INC., THE GOVERNMENT OF SASKATCHEWAN,  
JOHN DOES and JANE DOES

#### SETTLEMENT AGREEMENT

**WHEREAS** the PLAINTIFF has commenced this action in the Court of King's Bench in the Judicial Centre of Saskatoon (hereinafter the "**Action**");

**AND WHEREAS** the DEFENDANT, (hereinafter referred to as the "**Settling Defendant**") and the Plaintiff wish to settle all claims which are the subject of the Action, as against the Settling Defendant, including any claim for costs, and the Plaintiff wishes to preserve its rights and claims in the Action against the remaining Defendants subsequent to the execution of this Agreement (the "**Other Defendants**");

**AND WHEREAS** in connection with the settlement of the claims against them the Settling Defendant has made certain representations to the Plaintiff (the "**Representations**") and the Plaintiff has relied on the Representations in agreeing to the settlement of the Action on the terms set forth in this Agreement;

**NOW THEREFORE**, in consideration of the matters referred to in this Agreement, the covenants and undertakings hereinafter referred to, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the Plaintiff and Settling Defendants, the Plaintiff and Settling Defendants agree as follows:

1. The Settling Defendant will reasonably cooperate and make herself available to the Plaintiffs, their experts or consultants, and their counsel, in the investigation and

prosecution of the matters which are the subject of the Action against the Other Defendants, including, without limiting the generality of the foregoing, providing sworn responses to written interrogatories and/or attending for Questioning as contemplated by *The Queen's Bench Rules* and, if required, swearing an affidavit or affidavits and attending as a witness at trial, on service of a subpoena and appropriate witness fees.

2. The Settling Defendant will not take any adversarial position against the Plaintiffs in the Action.
3. The Settling Defendant shall preserve, disclose, and (subject to any valid claims of privilege) produce to the Plaintiffs all relevant documents in her possession, custody, or control, as if she were a party, pursuant to Rule 5-6 of *The Queen's Bench Rules*. The Settling Defendant shall disclose and produce all relevant documents within 90 days of the date of this Agreement.
4. The costs of any such document disclosure and production, sworn responses, attendance at Questioning or at trial, and responses to undertakings (if any) shall be borne by the Settling Defendant.
5. The parties expressly acknowledge and agree that this Agreement is a settlement of a contested claim, and that it is made without an admission of liability.
6. The Plaintiffs shall serve and file a Notice of Discontinuance of the Action as against the Settling Defendant. The Settling Defendant will consent to the discontinuance of the Action against her, without costs.
7. It is understood by the parties hereto that no Court approval of this Agreement is necessary as no Statements of Defence have been filed in the Action. However, in the event that it is determined that Court approval of this Agreement is necessary the Plaintiffs and the Settling Defendant shall apply to the Court for approval (to the extent that such approval may be necessary) of this settlement.
8. In the event that the settlement agreed to and set out in this Agreement, or any material part thereof, should be held to be not approved by a court of competent jurisdiction, then unless otherwise agreed in writing, any rights and obligations of the parties to each other under this Agreement shall be at an end, and this Agreement and the terms of this Agreement shall not be disclosed, referred to, or attempted to be relied on, by either party for any purpose, at trial or otherwise.
9. It is the intent of the parties that the Settling Defendant shall not be liable to make any payment or payments whatsoever to the Plaintiffs which in any way might relate to the matters which are the subject of the Action.


10. Each party to this Agreement acknowledges that the terms are fully understood and, except for the Representations, uninfluenced by the representations of the other party, for the purposes of making a full and final settlement of the Plaintiffs' claims against the Settling Defendant relating to the matters which are the subject of the Action against the Settling Defendant.
11. In the event that it is determined by the Court that the Settling Defendant has materially breached the terms of this Agreement, then the Settling Defendant may, at the Plaintiffs' discretion, be added back into the Action as a party Defendant. For certainty and without limiting the generality of the foregoing, dishonesty or perjury and/or a lack of good faith in carrying out the terms of this Agreement shall be considered a material breach herein.
12. The Settling Defendant acknowledges that she has received independent legal advice in regard to this Agreement, its purposes and effect.
13. The parties will discuss in good faith and will execute such other documents, assurances, and agreements as are necessary to give effect to this Agreement.
14. The terms of the settlement and this Agreement are intended to be confidential and, unless otherwise agreed to in writing and subject always to the direction or order of the Court otherwise, shall be kept confidential from any intentional disclosure, except to the extent that such disclosure is required by law or Court Order, or is necessary to obtain advice of professional advisors, or to carry out the terms of this Agreement, provided that the fact that this Agreement has been entered into, and the general terms, but not the amounts to be paid by the Settling Defendant, may be disclosed to the Court and to the extent required by law, the Other Defendants.
15. Any notice required or permitted to be given under this Agreement shall be validly given in writing and delivered or sent by regular or registered mail or by facsimile to the following addresses:
  - a) On behalf of the Plaintiffs: Scharfstein LLP  
200 Princeton Tower, 123-2<sup>nd</sup> Avenue South  
Saskatoon, SK S7K 7E6  
Attention: Grant J. Scharfstein, K.C.
  - b) To Stephanie Case: Robertson Stromberg LLP  
Suite 600, 105 21<sup>st</sup> Street East  
Saskatoon, SK S7K 0B3  
Attention: Candice D. Grant
16. The parties agree that this Agreement shall be construed in accordance with the laws in the Province of Saskatchewan and in the event of any dispute regarding this Agreement each

of the parties hereto agrees to attorn to and to be bound by the jurisdiction of the courts of competent jurisdiction for the Province of Saskatchewan.

- 17. This Agreement embodies the entire and final Agreement of the parties hereto with regard to the matters dealt with herein. Any modification or amendment of this Agreement must be made in writing to be effective.
- 18. The Plaintiffs and the Settling Defendant execute this Agreement respectively on behalf of themselves, their heirs, executors, administrators, successors, and assigns, as the case may be.


Dated at Saskatoon, Saskatchewan, this 1<sup>st</sup> day of November, 2023.

**SCHARFSTEIN LLP**

Per:   
Solicitor for the Plaintiffs,  
Caitlin Erickson, Jennifer Soucy (Beaudry), and Stefanie Hutchinson

Dated at Saskatoon, Saskatchewan, this 19<sup>th</sup> day of October, 2023.

**ROBERTSON STROMBERG LLP**

Per:   
Solicitor for the Settling Defendant,  
Stephanie Case

This Document is Delivered 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 123-2 <sup>nd</sup> 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

# EXHIBIT "H"

This page and the following 4 pages are  
**Exhibit "H"** to the Affidavit of Bryan  
Reynolds sworn before me by electronic  
means this 1st day of November, 2024.



A COMMISSIONER FOR OATHS  
in and for the Province of Saskatchewan

BEING A SOLICITOR

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, FRAN THEVENOT, LOU BRUNELLE, JAMES  
RANDALL, TRACEY JOHNSON, SIMBO OLUBOBOKUN,  
~~ELAINE SCHULTZ~~, CATHERINE RANDALL, KEVIN  
MACMILLAN, ANNE MACMILLAN, DAWN BEAUDRY,  
NATHAN SCHULTZ, AARON BENNEWEIS, DEIDRE  
BENNEWEIS, ~~STEPHANIE CASE~~, DARCY SCHUSTER, RANDY  
DONAUER, JOHN THURINGER, MILE TWO CHURCH INC.,  
THE GOVERNMENT OF SASKATCHEWAN, JOHN DOES and  
JANE DOES

#### SETTLEMENT AGREEMENT

**WHEREAS** the PLAINTIFFS have commenced this action in the Court of King's Bench in the Judicial Centre of Saskatoon (hereinafter the "**Action**");

**AND WHEREAS** the DEFENDANT, **FRAN THEVENOT** (hereinafter referred to as the "**Settling Defendant**") and the Plaintiffs wish to settle all claims which are the subject of the Action, as against the Settling Defendant, including any claim for costs, and the Plaintiffs wish to preserve their rights and claims in the Action against the remaining Defendants subsequent to the execution of this Agreement (the "**Other Defendants**");

**AND WHEREAS** in connection with the settlement of the claims against her, the Settling Defendant has made certain commitments to the Plaintiffs, as set out in the provisions of this Settlement Agreement (the "**Commitments**") and the Plaintiffs have relied on the Commitments in agreeing to the settlement of the Action on the terms set forth in this Agreement;

**NOW THEREFORE**, in consideration of the matters referred to in this Agreement, the covenants and undertakings hereinafter referred to, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the Plaintiffs and Settling Defendant, the Plaintiffs and Settling Defendant agrees as follows:

1. The Settling Defendant will reasonably cooperate and make herself available to the Plaintiffs' counsel, in the investigation and prosecution of the matters which are the subject of the Action against the Other Defendants. This reasonable cooperation shall include, without limiting the generality of the foregoing: providing responses to the twenty-two (22) Written Questions provided to the Settling Defendant on or about September 19, 2023 within a without prejudice document, which shall be protected by litigation privilege; providing responses to further reasonable written questions that may be submitted to the Settling Defendant at a later date on the same basis noted above; and attending as a witness



at trial, on service of a subpoena and appropriate witness fees. The Settling Defendant agrees that any testimony to be provided at trial will not vary in any unreasonable way from the written responses provided pursuant to this Settlement Agreement. However, the parties agree that it is not possible to anticipate all questions which may be asked of the Settling Defendant, and nothing shall prevent the Settling Defendant from providing full, honest and complete answers to questions that she may be asked in Court proceedings.

2. The Settling Defendant will not take any formal adversarial position against the Plaintiffs in the Action. This is not to restrict the Settling Defendant from giving honest and forthright answers to questions asked of her under oath, even if such answers may be perceived as adverse to any individual, including any Plaintiff or member of any certified class action.
3. The Settling Defendant has no relevant documents in her possession, custody, or control. In the event that the Settling Defendant discovers or comes to possess or control any relevant documents the Settling Defendant shall promptly disclose such documents to the Plaintiffs.
4. The costs of any document disclosure or production by the Settling Defendant, or providing evidence at trial shall be borne by the Settling Defendant, without prejudice to the entitlement of the Settling Defendant to conduct money as required by *The King's Bench Rules* or their successor.
5. The parties expressly acknowledge and agree that this Agreement is a settlement of a contested claim, and that it is made without an admission of liability by the Settling Defendant.
6. The Plaintiffs shall serve and file a Notice of Discontinuance of the Action as against the Settling Defendant. The Settling Defendant will consent to the discontinuance of the Action against her, without costs.
7. It is understood by the parties hereto that no Court approval of this Agreement is necessary as no Statements of Defence have been filed in the Action. However, in the event that it is determined that Court approval of this Agreement is necessary, the Plaintiffs shall apply to the Court for approval (to the extent that such approval may be necessary) of this settlement and the Settling Defendant will cooperate with such application.
8. In the event that the settlement agreed to and set out in this Agreement, or any material part thereof, should be held to be not approved by a court of competent jurisdiction, then unless otherwise agreed in writing, any rights and obligations of the parties to each other under this Agreement shall be at an end, and this Agreement and the terms of this Agreement shall not be disclosed, referred to, or attempted to be relied on, by either party for any purpose, at trial or otherwise.
9. It is the intent of the parties that the Settling Defendant shall not be liable to make any payment or payments whatsoever to the Plaintiffs which in any way might relate to the matters which are the subject of the Action.
10. Each party to this Agreement acknowledges that the terms are fully understood and, except for the Commitments, uninfluenced by the representations of the other party, for the

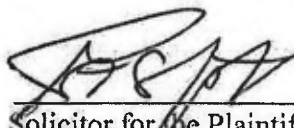
purposes of making a full and final settlement of the Plaintiffs' claims against the Settling Defendant, relating to the matters which are the subject of the Action against the Settling Defendant.

11. In the event that it is determined by the Court that the Settling Defendant has materially breached the terms of this Agreement, with the particulars of such alleged material breach to be determined by the Court, then any Plaintiff or Plaintiffs who is/are impacted by such material breach may seek damages as a remedy for any such material breach, which damages will be determined by the Court.
12. The Settling Defendant acknowledges that she has received independent legal advice in regard to this Agreement, its purposes and effect.
13. The parties will discuss in good faith and will execute such other documents, assurances, and agreements as are necessary to give effect to this Agreement, In the event that the parties cannot agree as to whether an action is required to give effect to this Agreement, either party may apply to the Court for a determination of the same.
14. The terms of the settlement and this Agreement are intended to be confidential and, unless otherwise agreed to in writing and subject always to the direction or order of the Court otherwise, shall be kept confidential from any intentional disclosure, except to the extent that such disclosure is required by law or Court Order, or is necessary to obtain advice of professional advisors, or to carry out the terms of this Agreement, provided that the fact that this Agreement has been entered into, and the general terms, but not the amounts to be paid by the Settling Defendant, may be disclosed to the Court and to the extent required by law, the Other Defendants.
15. Any notice required or permitted to be given under this Agreement shall be validly given in writing and delivered or sent by regular or registered mail or by facsimile to the following addresses:
  - a) On behalf of the Plaintiffs: Scharfstein LLP  
200 Princeton Tower, 123-2nd Avenue South  
Saskatoon, SK S7K 7E6  
Attention: Grant J. Scharfstein, K.C.
  - b) To Fran Thevenot: McKercher LLP  
374 Third Avenue South  
Saskatoon, SK S7K 1M5  
Attention: Kaylea Dunn, K.C.
16. The parties agree that this Agreement shall be construed in accordance with the laws in the Province of Saskatchewan and in the event of any dispute regarding this Agreement each of the parties hereto agrees to attorn to and to be bound by the jurisdiction of the courts of competent jurisdiction for the Province of Saskatchewan.
17. This Agreement embodies the entire and final Agreement of the parties hereto with regard to the matters dealt with herein. Any modification or amendment of this Agreement must be made in writing to be effective.

18. The Plaintiffs and the Settling Defendant agree that this Settlement Agreement is binding upon their heirs, executors, administrators, successors, and assigns, as the case may be.

Dated at Saskatoon, Saskatchewan, this 24 day of February, 2023.

**SCHARFSTEIN LLP**

Per:   
Solicitor for the Plaintiffs,  
Caitlin Erickson, Jennifer Soucy (Beaudry), and Stefanie Hutchinson

Dated at Saskatoon, Saskatchewan, this 24 day of Jan, 2024.

**MCKERCHER LLP**

Per:   
Solicitor for the Settling Defendant, Fran Thevenot

This Document is Delivered 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 123-2 <sup>nd</sup> 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

# EXHIBIT "I"

This page and the following 4 pages are **Exhibit "I"** to the Affidavit of Bryan Reynolds sworn before me by electronic means this 1st day of November, 2024.



A COMMISSIONER FOR OATHS  
in and for the Province of Saskatchewan

BEING A SOLICITOR

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, FRAN THEVENOT, LOU BRUNELLE, JAMES  
RANDALL, TRACEY JOHNSON, SIMBO OLUBOBOKUN,  
ELAINE SCHULTZ, CATHERINE RANDALL, KEVIN  
MACMILLAN, ANNE MACMILLAN, DAWN BEAUDRY,  
NATHAN SCHULTZ, AARON BENNEWEIS, DEIDRE  
BENNEWEIS, STEPHANIE CASE, DARCY SCHUSTER,  
RANDY DONAUER, JOHN THURINGER, MILE TWO  
CHURCH INC., THE GOVERNMENT OF SASKATCHEWAN,  
JOHN DOES and JANE DOES

#### SETTLEMENT AGREEMENT

**WHEREAS** the PLAINTIFF has commenced this action in the Court of King's Bench in the Judicial Centre of Saskatoon (hereinafter the "**Action**");

**AND WHEREAS** the DEFENDANT, **TRACEY JOHNSON** (hereinafter referred to as the "**Settling Defendant**") and the Plaintiff wish to settle all claims which are the subject of the Action, as against the Settling Defendant, including any claim for costs, and the Plaintiff wishes to preserve its rights and claims in the Action against the remaining Defendants subsequent to the execution of this Agreement (the "**Other Defendants**");

**AND WHEREAS** the Settling Defendant denies any liability to the Plaintiff, or any wrongdoing related to the matters pleaded in QBG-SA-00766-2022, and the Parties hereto agree and acknowledge that the within Settlement relates solely to the voluntary disclosure of any information that is within the Settling Defendant's knowledge and that this Settlement Agreement is not to be construed as an admission of liability by the Settling Defendant.

**AND WHEREAS** in connection with the settlement of the claims against them the Settling Defendant has made certain representations to the Plaintiff (the "**Representations**") and the Plaintiff has relied on the Representations in agreeing to the settlement of the Action on the terms set forth in this Agreement;

**NOW THEREFORE**, in consideration of the matters referred to in this Agreement, the covenants

and undertakings hereinafter referred to, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the Plaintiff and Settling Defendants, the Plaintiff and Settling Defendants agree as follows:

1. The Settling Defendant will reasonably cooperate and make herself available to the Plaintiffs, their experts or consultants, and their counsel, in the investigation and prosecution of the matters which are the subject of the Action against the Other Defendants, including, without limiting the generality of the foregoing, providing sworn responses to written interrogatories and/or attending for Questioning as contemplated by *The King's Bench Rules* and, if required, swearing an affidavit or affidavits and attending as a witness at trial, on service of a subpoena and appropriate witness fees.
2. The Settling Defendant will not take any formal adversarial position against the Plaintiffs in the Action. This is not to restrict the Settling Defendant from giving honest and forthright answers to questions asked of her under oath, even if such answers may be perceived as adverse to any individual, including any Plaintiff or member of any certified class action.
3. The Settling Defendant shall make efforts in good faith to preserve, disclose, and (subject to any valid claims of privilege) produce to the Plaintiffs all relevant documents in her possession, custody, or control, as if she were a party, pursuant to Rule 5-6 of *The King's Bench Rules*. The Settling Defendant shall disclose and produce all relevant documents within 90 days of the date of this Agreement.
4. The costs of any such document disclosure and production, sworn responses, attendance at Questioning or at trial, and responses to undertakings (if any) shall be borne by the Settling Defendant.
5. The parties expressly acknowledge and agree that this Agreement is a settlement of a contested claim, and that it is made without an admission of liability.
6. The Plaintiffs shall serve and file a Notice of Discontinuance of the Action as against the Settling Defendant. The Settling Defendant will consent to the discontinuance of the Action against her, without costs.
7. It is understood by the parties hereto that no Court approval of this Agreement is necessary as no Statements of Defence have been filed in the Action. However, in the event that it is determined that Court approval of this Agreement is necessary the Plaintiffs and the Settling Defendant shall apply to the Court for approval (to the extent that such approval may be necessary) of this settlement.
8. It is the intent of the parties that the Settling Defendant shall not be liable to make any payment or payments whatsoever to the Plaintiffs which in any way might relate to the matters which are the subject of the Action.

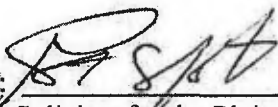
9. Each party to this Agreement acknowledges that the terms are fully understood and, except for the Representations, uninfluenced by the representations of the other party, for the purposes of making a full and final settlement of the Plaintiffs' claims against the Settling Defendant relating to the matters which are the subject of the Action against the Settling Defendant.
10. In the event that it is determined by the Court that the Settling Defendant has materially breached the terms of this Agreement, then the Settling Defendant may, at the Plaintiffs' discretion, be added back into the Action as a party Defendant. For certainty dishonesty or perjury and/or bad faith in carrying out the terms of this Agreement shall be considered a material breach herein.
11. The Settling Defendant acknowledges that she has received independent legal advice in regard to this Agreement, its purposes and effect.
12. The parties will discuss in good faith and will execute such other documents, assurances, and agreements as are necessary to give effect to this Agreement.
13. The terms of the settlement and this Agreement are intended to be confidential and, unless otherwise agreed to in writing and subject always to the direction or order of the Court otherwise, shall be kept confidential from any intentional disclosure, except to the extent that such disclosure is required by law or Court Order, or is necessary to obtain advice of professional advisors, or to carry out the terms of this Agreement, provided that the fact that this Agreement has been entered into, and the general terms, but not the amounts to be paid by the Settling Defendant, may be disclosed to the Court and to the extent required by law, the Other Defendants.
14. Any notice required or permitted to be given under this Agreement shall be validly given in writing and delivered or sent by regular or registered mail or by facsimile to the following addresses:
  - a) On behalf of the Plaintiffs: Scharfstein LLP  
200 Princeton Tower, 123-2<sup>nd</sup> Avenue South  
Saskatoon, SK S7K 7E6  
Attention: Grant J. Scharfstein, K.C.
  - b) To Tracey Johnson: MacDermid Lamarsh  
301, 3<sup>rd</sup> Avenue South  
Saskatoon, SK S7K 1M6  
Attention: Randy T. Klein, K.C.
15. The parties agree that this Agreement shall be construed in accordance with the laws in the

Province of Saskatchewan and in the event of any dispute regarding this Agreement each of the parties hereto agrees to attorn to and to be bound by the jurisdiction of the courts of competent jurisdiction for the Province of Saskatchewan.

16. This Agreement embodies the entire and final Agreement of the parties hereto with regard to the matters dealt with herein. Any modification or amendment of this Agreement must be made in writing to be effective.
17. The Plaintiffs and the Settling Defendant execute this Agreement respectively on behalf of themselves, their heirs, executors, administrators, successors, and assigns, as the case may be.


Dated at Saskatoon, Saskatchewan, this 20 day of February, 2024.

**SCHARFSTEIN LLP**

Per:   
Solicitor for the Plaintiffs,  
Caitlin Erickson, Jennifer Soucy (Beaudry), and Stefanie  
Hutchinson

Dated at Saskatoon, Saskatchewan, this 16 day of Feb., 2024.

**MACDERMID LAMARSH**

Per:   
Solicitor for the Settling Defendant, Tracey Johnson

This Document is Delivered By:

Name of firm:

Name of lawyer in charge of file:

Address of legal firm:

Telephone number:

Fax number:

E-mail address:

File number:

Scharfstein LLP

Grant J. Scharfstein, K.C. / Samuel W. Edmondson

200 Princeton Tower

123-2<sup>nd</sup> Avenue South

Saskatoon, SK S7K 7E6

(306) 653-2838

(306) 652-4747

gscharfstein@scharfsteinlaw.com / sedmondson@scharfsteinlaw.com

21,835.1



# EXHIBIT "J"

This page and the following 2 pages are **Exhibit "J"** to the Affidavit of Bryan Reynolds sworn before me by electronic means this 1st day of November, 2024.



A COMMISSIONER FOR OATHS  
in and for the Province of Saskatchewan  
BEING A SOLICITOR

GORDON J. KUSKI, K.C.  
T: (306) 565-5111  
gkuski@mcdougallgauley.com

Cassandra Byblow, Assistant  
T: (306) 565-5139  
cbyblow@mcdougallgauley.com

Refer to: 554865-3 GJK/AMQ

April 10, 2024

**VIA E-MAIL**

Scharfstein LLP Barristers & Solicitors  
200 Princeton Tower  
123 – 2<sup>nd</sup> Avenue South  
Saskatoon, SK  
S7K 7E6

**Attention: Grant J. Scharfstein, K.C., Samuel W. Edmondson, Michael R. Scharfstein**

Dear Sirs:

**Re: Erickson et al. v Mile Two Church Inc. et al.  
QBG-SA-00766-2022**

---

Thank you for your April 8, 2024 email attaching:

- Settlement agreement between the plaintiffs and Stephanie Case dated November 1, 2023 (the "**Case Agreement**");
- Settlement agreement between the plaintiffs and Tracy Johnson dated February 20, 2024 (the "**Johnson Agreement**"); and
- Settlement agreement between the plaintiffs and Fran Thevenot dated February 24, 2024 (the "**Thevenot Agreement**") (together, the "**Settlement Agreements**").

The Settlement Agreements reference additional documents:

- Paragraph 1 of the Thevenot Agreement refers to written questions provided on or about September 19, 2023, as well as to additional written questions and responses;
- Paragraph 1 of the Johnson Agreement and the Case Agreement refer to sworn responses to written interrogatories and affidavit(s); and
- Paragraph 3 of the Johnson Agreement and the Case Agreement require the disclosure and production of relevant documents.

In our March 7, 2024 letter, we requested copies of all communications or other documents relating to the arrangements on which discontinuances were provided. We restated this request in our letter dated March 11, 2024 and email of April 3, 2024. We are again requesting all communications or other documents relating to the Settlement Agreements, including all

documents referred to in the Settlement Agreements or generated as a result of the Settlement Agreements.

If we do not receive your reply by Monday, April 22, 2024, we will seek instructions to bring an application to compel production. We hope that an application will not be necessary.

Yours truly,

**McDOUGALL GAULEY LLP**



**GORDON J. KUSKI, K.C.**

cc Candice Grant, counsel for Stephanie Case  
Kaylea Dunn, K.C., counsel for Fran Thevenot  
Randy Klein, K.C., counsel for Tracey Johnson  
Daniel Tangjerd, counsel for John Olubobokun and Simbo Olubobokun  
Mark Vanstone, counsel for Duff Friesen, Ken Schultz, James Randall, and Catherine Randall  
Charmaine Panko, K.C., counsel for Joel Hall  
Brent Little, counsel for Nathan Schultz  
Scott Spencer, counsel for Aaron Benneweis and Deidre Benneweis  
Jennifer Pereira, K.C., counsel for Dawn Beaudry  
Jared Biden and Justin Stevenson, counsel for the Government of Saskatchewan  
Adam Touet, counsel for Randy Donauer  
James Ehmann, K.C., counsel for John Thuringer  
Jay Watson, counsel for Nathan Rysavy and Lou Brunelle  
Jared Epp, counsel for Kevin MacMillan and Anne MacMillan  
Todd Parlee, counsel for Darcy Schuster

# EXHIBIT "K"

This page and the following 2 pages are  
**Exhibit "K"** to the Affidavit of Bryan  
Reynolds sworn before me by electronic  
means this 1st day of November, 2024.



A COMMISSIONER FOR OATHS  
in and for the Province of Saskatchewan

BEING A SOLICITOR



Reply to: Grant J. Scharfstein, K.C.  
E-mail: gscharfstein@scharfsteinlaw.com

Assistant: Chelsey Kuspira  
E-mail: ckuspira@scharfsteinlaw.com

April 15, 2024

**McDougall Gauley LLP**  
1500 – 1881 Scarth Street  
Regina, SK S4P 4K9

**Attention: Gordon J. Kuski, K.C.**

Dear Sir:

**Re: Erickson et al v Johnson et al**  
**QBG-SA-00766-2022, Judicial Centre of Saskatoon**  
**Our File No: 21,835.1**  
**Your File No: 554865-3 GJK/AMQ**

We have received your letter of April 10, 2024, in which you have threatened application in the event that certain records are not provided to you. Whether or not such records exist, we are aware of no obligation which entitles you to production of any such record at this time or at this stage of the litigation.

*The King's Bench Rules* set out when general disclosure and production obligations arise – namely by way of prescribed notices, and by way of Affidavit of Documents. In the context of a class action, disclosure and questioning are expected to occur *after* certification and after pleadings have closed.

Records will be disclosed and/or produced in keeping with our obligation to do so, as the litigation proceeds.

The foundational rules direct parties to refrain from filing applications or taking proceedings that do not further the purpose and intention of the rules. The purpose and objectives of the rules is for effective and efficient resolution of the true issues between the parties. Bringing an application to compel production of records, many of which are clearly privileged (if they exist at all) serves no legitimate purpose in resolving the issues between the putative class plaintiffs and Mile Two Church Inc. One can

*Via Email*

Grant J. Scharfstein, K.C.

Dennis J. Fisher, K.C.

Brent D. Barilla, K.C.

Tammi D. Hackl

Brendan S. Tumback

K. Lily Arvanitis

Anna C. Singer

Samuel W. Edmondson

Leslie G. Tallis

Valerie G. Watson, K.C.

Michael R. Scharfstein

Jane M. Basinski

Benjamin C. Rakochy

Bonnie D. Cherwyk  
(maternity leave)

Lauren E. Scharfstein

Courtney J. Fisher  
(maternity leave)

Daniel Katzman

James D. Hataley

Christine K. Libner

Valerie J. Warwick

Samuel C. Rezazadeh  
(Student-at-Law)

Jessica D. MacLean  
(Student-at-Law)

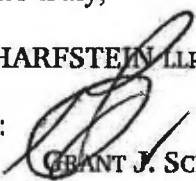
surmise that such application is brought for the ulterior purpose of increasing the time, effort and expense of the putative class plaintiffs. This offends not only the foundational rules in *The King's Bench Rules*, but also the purposes and objectives of class action processes.

Should Mile Two Church Inc. bring an application as suggested in your letter, we will oppose same and seek elevated costs payable forthwith, and view such application as a clear abuse of process. As for timing, I will not be available to respond to, or argue, such application until after June 17, 2024.

Yours truly,

**SCHARFSTEIN LLP**

PER:

  
**GRANT J. SCHARFSTEIN, K.C.**  
GJS/cmk

cc: Amanda M. Quayle, K.C., second counsel for Mile Two Church Inc.  
cc: Daniel N. Tangjerd – counsel for John Olubobokun & Simbo Olubobokun  
cc: Mark R. Vanstone – counsel for Ken Schultz, Duff Friesen, James Randall & Catherine Randall  
cc: Charmaine D. Panko, K.C. – counsel for Joel Hall  
cc: Brent D. Little – counsel for Nathan Schultz  
cc: Scott R. Spencer – counsel for Aaron Benneweis & Deidre Benneweis  
cc: Jennifer D. Pereira, K.C. – counsel for Dawn Beaudry  
cc: Jared G. Biden & Justin T. Stevenson – counsel for the Government of Saskatchewan  
cc: Adam R. Touet – counsel for Randy Donauer  
cc: James S. Ehmann, K.C. – counsel for John Thuringer  
cc: Jay D. Watson – counsel for Nathan Rysavy & Lou Brunelle  
cc: Jared D. Epp – counsel for Anne MacMillan & Kevin MacMillan  
cc: Todd G. Parlee – counsel for Darcy Schuster  
cc: Randy T. Klein, K.C. – former counsel for Tracey Johnson  
cc: Kaylea M. Dunn, K.C. – former counsel for Fran Thevenot  
cc: Candice D. Grant – former counsel for Stephanie Case

# EXHIBIT "L"

This page and the following 2 pages are  
**Exhibit "L"** to the Affidavit of Bryan  
Reynolds sworn before me by electronic  
means this 1st day of November, 2024.



A COMMISSIONER FOR OATHS  
in and for the Province of Saskatchewan

BEING A SOLICITOR



GORDON J. KUSKI, K.C.  
T: (306) 565-5111  
gkuski@mcdougallgauley.com

Cassandra Byblow, Assistant  
T: (306) 565-5139  
cbyblow@mcdougallgauley.com

Refer to: 554865-3 GJK/AMQ

April 23, 2024

**VIA E-MAIL**

Scharfstein LLP Barristers & Solicitors  
200 Princeton Tower  
123 – 2<sup>nd</sup> Avenue South  
Saskatoon, SK  
S7K 7E6

**Attention: Grant J. Scharfstein, K.C., Samuel W. Edmondson, Michael R. Scharfstein**

Dear Sirs:

**Re: Erickson et al. v Mile Two Church Inc. et al.  
QBG-SA-00766-2022**

---

We have your letter of April 15, 2024.

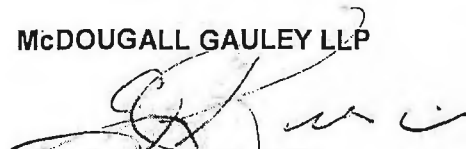
We disagree with your position on your clients' obligation to disclose and produce the documents we have requested.

We have instructions to bring an application. Your assertion that our application has an ulterior purpose, offends *The King's Bench Rules*, or is an abuse of process, is unfounded.

We intend to request that our application be scheduled at the same time as the applications for further and better particulars are scheduled. We have yet to be contacted by the Local Registrar in that regard.

Yours truly,

**McDOUGALL GAULEY LLP**



**GORDON J. KUSKI, K.C.**

cc: Candice Grant, counsel for Stephanie Case  
Kaylea Dunn, K.C., counsel for Fran Thevenot  
Randy Klein, K.C., counsel for Tracey Johnson  
Danlei Tangjerd, counsel for John Olubobokun and Simbo Olubobokun  
Mark Vanstone, counsel for Duff Friesen, Ken Schultz, James Randall, and Catherine Randall



Charmaine Panko, K.C., counsel for Joel Hall  
Brent Little, counsel for Nathan Schultz  
Scott Spencer, counsel for Aaron Benneweis and Deldre Benneweis  
Jennifer Perelra, K.C., counsel for Dawn Beaudry  
Jared Biden and Justin Stevenson, counsel for the Government of Saskatchewan  
Adam Touet, counsel for Randy Donauer  
James Ehmann, K.C., counsel for John Thuringer  
Jay Watson, counsel for Nathan Rysavy and Lou Brunelle  
Jared Epp, counsel for Kevin MacMillan and Anne MacMillan  
Todd Parlee, counsel for Darcy Schuster

# EXHIBIT "M"

This page and the following 1 page are  
**Exhibit "M"** to the Affidavit of Bryan  
Reynolds sworn before me by electronic  
means this 1st day of November, 2024.



A COMMISSIONER FOR OATHS  
in and for the Province of Saskatchewan

BEING A SOLICITOR



GORDON J. KUSKI, K.C.  
T: (306) 565-5111  
gkuski@mcdougallgauley.com

Cassandra Byblow, Assistant  
T: (306) 565-5139  
cbyblow@mcdougallgauley.com

Refer to: 554865-3 GJK/AMQ

April 30, 2024

**VIA E-MAIL**

Scharfstein LLP Barristers & Solicitors  
200 Princeton Tower  
123 – 2<sup>nd</sup> Avenue South  
Saskatoon, SK  
S7K 7E6

**Attention: Grant J. Scharfstein, K.C., Samuel W. Edmondson, Michael R. Scharfstein**

Dear Sirs:

**Re: Erickson et al. v Mile Two Church Inc. et al.  
QBG-SA-00766-2022**

---

Yesterday you served discontinuances for Anne MacMillan, Catherine Randall, Deidre Benneweis, and Simbo Olubobokun.

You have our letters of March 7, March 11, April 3, April 10 and April 23, 2024. Our position is the requests made in those letters apply equally to the discontinuances served yesterday, and any future discontinuances.

We look forward to hearing from you.

Yours truly,

**McDOUGALL GAULEY LLP**

**GORDON J. KUSKI, K.C.**

cc: Candice Grant, counsel for Stephanie Case  
Kaylea Dunn, K.C., counsel for Fran Thevenot  
Randy Klein, K.C., counsel for Tracey Johnson

# EXHIBIT "N"

This page and the following 1 page are  
**Exhibit "N"** to the Affidavit of Bryan  
Reynolds sworn before me by electronic  
means this 1st day of November, 2024.



---

A COMMISSIONER FOR OATHS  
in and for the Province of Saskatchewan

BEING A SOLICITOR



GORDON J. KUSKI, K.C.  
T: (306) 565-5111  
gkuski@mcdougallgauley.com

Cassandra Byblow, Assistant  
T: (306) 565-5139  
cbyblow@mcdougallgauley.com

Refer to: 554865-3 GJK/AMQ

May 13, 2024

**VIA E-MAIL**

Scharfstein LLP Barristers & Solicitors  
200 Princeton Tower  
123 – 2<sup>nd</sup> Avenue South  
Saskatoon, SK  
S7K 7E6

**Attention: Grant J. Scharfstein, K.C., Samuel W. Edmondson, Michael R. Scharfstein**

Dear Sirs:

**Re: Erickson et al. v Mile Two Church Inc. et al.  
QBG-SA-00766-2022**

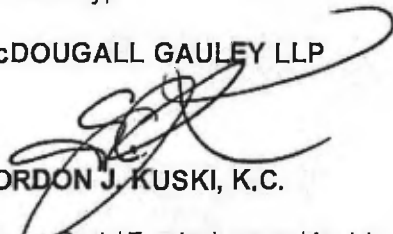
---

We write in follow up to our letter of April 30, 2024, a copy of which is enclosed.

May we please hear from you?

Yours truly,

**McDOUGALL GAULEY LLP**

  
**GORDON J. KUSKI, K.C.**

CC: Daniel Tangjerd, counsel for John Olubobokun and Simbo Olubobokun  
Mark Vanstone, counsel for Duff Friesen, Ken Schultz, James Randall, and Catherine Randall  
Charmaine Panko, K.C., counsel for Joel Hall  
Brent Little, counsel for Nathan Schultz  
Scott Spencer, counsel for Aaron Benneweis and Deidre Benneweis  
Jennifer Perelra, K.C., counsel for Dawn Beaudry  
Jared Biden and Justin Stevenson, counsel for the Government of Saskatchewan  
Adam Touet, counsel for Randy Donauer  
James Ehmann, K.C., counsel for John Thuringer  
Jay Watson, counsel for Nathan Rysavy and Lou Brunelle  
Jared Epp, counsel for Kevin MacMillan and Anne MacMillan  
Todd Parlee, counsel for Darcy Schuster

# EXHIBIT "O"

This page and the following 2 pages are **Exhibit "O"** to the Affidavit of Bryan Reynolds sworn before me by electronic means this 1st day of November, 2024.



A COMMISSIONER FOR OATHS  
in and for the Province of Saskatchewan

BEING A SOLICITOR

## Quayle, Amanda

---

**From:** Grant Scharfstein <gscharfstein@scharfsteinlaw.com>  
**Sent:** May 17, 2024 11:30 AM  
**To:** Johnston, Karen; Samuel Edmondson; Michael Scharfstein  
**Cc:** 'dtangjerd@wardellaw.ca'; 'mvanstone@vanstone.law';  
'cpanko@commonsenselawyer.com'; 'brent@littlelaw.ca';  
'sspencer@millerthomson.com'; 'j.pereira@rslaw.com'; 'Biden, Jared JU';  
'justin.stevenson@gov.sk.ca'; 'atouet@wlaw.com'; 'jehmann@kanuka.ca';  
'jwatson@cuelenaere.com'; 'j.epp@rslaw.com'; 'parleelaw@sasktel.net'; Quayle,  
Amanda; Kuski, Gordon  
**Subject:** RE: Erickson et al v Mile Two Church Inc. et al

Gord: There are no agreements or arrangements with any of the Defendants against whom we recently discontinued the action, other than the Discontinuances filed, which we have provided to you.

**Grant J. Scharfstein, K.C.**

email: [gscharfstein@scharfsteinlaw.com](mailto:gscharfstein@scharfsteinlaw.com)



200 Princeton Tower  
123-2<sup>nd</sup> Avenue South  
Saskatoon, SK S7K 7E6  
Phone: 306.653.2838  
Fax: 306.652.4747

email: [lawyers@scharfsteinlaw.com](mailto:lawyers@scharfsteinlaw.com)  
[www.scharfsteinlaw.com](http://www.scharfsteinlaw.com)



Before printing, please think about the Environment.

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**From:** Johnston, Karen <kjohnston@mcdougallgauley.com>  
**Sent:** Tuesday, May 14, 2024 10:28 AM  
**To:** Grant Scharfstein <gscharfstein@scharfsteinlaw.com>; Samuel Edmondson <sedmondson@scharfsteinlaw.com>; Michael Scharfstein <mscharfstein@scharfsteinlaw.com>  
**Cc:** 'dtangjerd@wardellaw.ca' <dtangjerd@wardellaw.ca>; 'mvanstone@vanstone.law' <mvanstone@vanstone.law>; 'cpanko@commonsenselawyer.com' <cpanko@commonsenselawyer.com>; 'brent@littlelaw.ca' <brent@littlelaw.ca>; 'sspencer@millerthomson.com' <sspencer@millerthomson.com>; 'j.pereira@rslaw.com' <j.pereira@rslaw.com>; 'Biden, Jared JU' <jared.biden@gov.sk.ca>; 'justin.stevenson@gov.sk.ca' <justin.stevenson@gov.sk.ca>; 'atouet@wlaw.com' <atouet@wlaw.com>; 'jehmann@kanuka.ca' <jehmann@kanuka.ca>; 'jwatson@cuelenaere.com' <jwatson@cuelenaere.com>; 'j.epp@rslaw.com' <j.epp@rslaw.com>; 'parleelaw@sasktel.net'

<parleelaw@sasktel.net>; Quayle, Amanda <AQuayle@mcdougallgauley.com>; Kuski, Gordon  
<GKuski@mcdougallgauley.com>

**Subject:** Erickson et al v Mile Two Church Inc. et al

Dear Sirs:

Please see the attached correspondence dated May 13, 2024 from Mr. Kuski, K.C., with copy of letter of April 30, 2024, with respect to the above-noted matter.

Sincerely,

Karen Johnston  
Legal Assistant to Amanda M. Quayle, K.C. and Alyssa Phen  
[kjohnston@mcdougallgauley.com](mailto:kjohnston@mcdougallgauley.com) T: 306-565-5123 F: 306-359-0785

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McDougall Gauley LLP Barristers + Solicitors

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1500-1881 Scarth Street. Regina SK S4P 4K9

[www.mcdougallgauley.com](http://www.mcdougallgauley.com)

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# EXHIBIT "P"

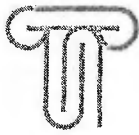
This page and the following 9 pages are  
**Exhibit "P"** to the Affidavit of Bryan  
Reynolds sworn before me by electronic  
means this 1st day of November, 2024.



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A COMMISSIONER FOR OATHS  
in and for the Province of Saskatchewan

BEING A SOLICITOR



**Scharfstein** LLP  
Barristers & Solicitors

Reply to: Grant J. Scharfstein, K.C.  
E-mail: gscharfstein@scharfsteinlaw.com

Assistant: Chelsey Kuspira  
E-mail: ckuspira@scharfsteinlaw.com

September 19, 2023

**Vanstone Law**  
1130 13<sup>th</sup> Street East  
Saskatoon, SK S7H 0C2

**Attention: Mark R. Vanstone**

Dear Sir:

**Re: Caitlin Erickson et al v Keith Johnson et al**  
**QBG-SA-00766-2022, Judicial Centre of Saskatoon**  
**Our File No: 21,835.1**

We have received instructions from our clients to explore an opportunity to have our clients discontinue the above referenced action as against your client, Catherine Randall.

As the first step in making the determination as to whether to discontinue the action as against your client we would want to meet with your client (and counsel) to have a general discussion and conversation, without prejudice and without any promise that we would move onto the next step. Based on how that meeting goes and if we decide to discontinue the claim against your client, we would require your client to sign the attached Settlement Agreement and swear an Affidavit responding to the questions attached. At that point, we would then discontinue the action against your client.

As you are counsel for Ken Schultz, James Randall, Catherine Randall and Duff Friesen, we would strongly recommend that Catherine obtain independent legal advice in this regard.

Yours truly,

**SCHARFSTEIN LLP**

PER:

  
**GRANT J. SCHARFSTEIN, K.C.**

GJS/cnk  
Enclosures

*Via Email*

Grant J. Scharfstein, K.C.  
Dennis J. Fisher, K.C.  
Brent D. Barilla, K.C.  
Tammi D. Hackl  
Brendan S. Tumback  
K. Lily Arvanitis  
Anna C. Singer  
Samuel W. Edmondson  
Leslie G. Tallis  
Valerie G. Watson, K.C.  
Michael R. Scharfstein  
Jane M. Basinski  
Benjamin C. Rakochy  
Bonnie D. Cherewyk  
Lauren E. Scharfstein  
Courtney J. Fisher  
(maternity leave)  
James D. Hataley  
Christine K. Libner  
Valerie J. Warwick  
Samuel C. Rezazadeh  
(Student-at-Law)  
Jessica D. MacLean  
(Student-at-Law)

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, FRAN THEVENOT, LOU BRUNELLE, JAMES  
RANDALL, TRACEY JOHNSON, SIMBO OLUBOBOKUN,  
ELAINE SCHULTZ, CATHERINE RANDALL, KEVIN  
MACMILLAN, ANNE MACMILLAN, DAWN BEAUDRY,  
NATHAN SCHULTZ, AARON BENNEWEIS, DEIDRE  
BENNEWEIS, STEPHANIE CASE, DARCY SCHUSTER,  
RANDY DONAUER, JOHN THURINGER, MILE TWO  
CHURCH INC., THE GOVERNMENT OF SASKATCHEWAN,  
JOHN DOES and JANE DOES

#### SETTLEMENT AGREEMENT

**WHEREAS** the PLAINTIFF has commenced this action in the Court of King's Bench in the Judicial Centre of Saskatoon (hereinafter the "**Action**");

**AND WHEREAS** the DEFENDANT, (hereinafter referred to as the "**Settling Defendant**") and the Plaintiff wish to settle all claims which are the subject of the Action, as against the Settling Defendant, including any claim for costs, and the Plaintiff wishes to preserve its rights and claims in the Action against the remaining Defendants subsequent to the execution of this Agreement (the "**Other Defendants**");

**AND WHEREAS** in connection with the settlement of the claims against them the Settling Defendant has made certain representations to the Plaintiff (the "**Representations**") and the Plaintiff has relied on the Representations in agreeing to the settlement of the Action on the terms set forth in this Agreement;

**NOW THEREFORE**, in consideration of the matters referred to in this Agreement, the covenants and undertakings hereinafter referred to, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the Plaintiff and Settling Defendants, the Plaintiff and Settling Defendants agree as follows:

1. The Settling Defendant will reasonably cooperate and make herself available to the Plaintiffs, their experts or consultants, and their counsel, in the investigation and prosecution of the matters which are the subject of the Action against the Other Defendants, including, without limiting the generality of the foregoing, providing sworn responses to

written interrogatories and/or attending for Questioning as contemplated by *The Queen's Bench Rules* and, if required, swearing an affidavit or affidavits and attending as a witness at trial, on service of a subpoena and appropriate witness fees.

2. The Settling Defendant will not take any adversarial position against the Plaintiffs in the Action.
3. The Settling Defendant shall preserve, disclose, and (subject to any valid claims of privilege) produce to the Plaintiffs all relevant documents in her possession, custody, or control, as if she were a party, pursuant to Rule 5-6 of *The Queen's Bench Rules*. The Settling Defendant shall disclose and produce all relevant documents within 90 days of the date of this Agreement.
4. The costs of any such document disclosure and production, sworn responses, attendance at Questioning or at trial, and responses to undertakings (if any) shall be borne by the Settling Defendant.
5. The parties expressly acknowledge and agree that this Agreement is a settlement of a contested claim, and that it is made without an admission of liability.
6. The Plaintiffs shall serve and file a Notice of Discontinuance of the Action as against the Settling Defendant. The Settling Defendant will consent to the discontinuance of the Action against her, without costs.
7. It is understood by the parties hereto that no Court approval of this Agreement is necessary as no Statements of Defence have been filed in the Action. However, in the event that it is determined that Court approval of this Agreement is necessary the Plaintiffs and the Settling Defendant shall apply to the Court for approval (to the extent that such approval may be necessary) of this settlement.
8. In the event that the settlement agreed to and set out in this Agreement, or any material part thereof, should be held to be not approved by a court of competent jurisdiction, then unless otherwise agreed in writing, any rights and obligations of the parties to each other under this Agreement shall be at an end, and this Agreement and the terms of this Agreement shall not be disclosed, referred to, or attempted to be relied on, by either party for any purpose, at trial or otherwise.
9. It is the intent of the parties that the Settling Defendant shall not be liable to make any payment or payments whatsoever to the Plaintiffs which in any way might relate to the matters which are the subject of the Action.
10. Each party to this Agreement acknowledges that the terms are fully understood and, except for the Representations, uninfluenced by the representations of the other party, for the purposes of making a full and final settlement of the Plaintiffs' claims against the Settling

Defendant relating to the matters which are the subject of the Action against the Settling Defendant.

11. In the event that it is determined by the Court that the Settling Defendant has materially breached the terms of this Agreement, then the Settling Defendant may, at the Plaintiffs' discretion, be added back into the Action as a party Defendant. For certainty and without limiting the generality of the foregoing, dishonesty or perjury and/or a lack of good faith in carrying out the terms of this Agreement shall be considered a material breach herein.
12. The Settling Defendant acknowledges that she has received independent legal advice in regard to this Agreement, its purposes and effect.
13. The parties will discuss in good faith and will execute such other documents, assurances, and agreements as are necessary to give effect to this Agreement.
14. The terms of the settlement and this Agreement are intended to be confidential and, unless otherwise agreed to in writing and subject always to the direction or order of the Court otherwise, shall be kept confidential from any intentional disclosure, except to the extent that such disclosure is required by law or Court Order, or is necessary to obtain advice of professional advisors, or to carry out the terms of this Agreement, provided that the fact that this Agreement has been entered into, and the general terms, but not the amounts to be paid by the Settling Defendant, may be disclosed to the Court and to the extent required by law, the Other Defendants.
15. Any notice required or permitted to be given under this Agreement shall be validly given in writing and delivered or sent by regular or registered mail or by facsimile to the following addresses:
  - a) On behalf of the Plaintiffs: Scharfstein LLP  
200 Princeton Tower, 123-2<sup>nd</sup> Avenue South  
Saskatoon, SK S7K 7E6  
Attention: Grant J. Scharfstein, K.C.
  - b) To \* :
16. The parties agree that this Agreement shall be construed in accordance with the laws in the Province of Saskatchewan and in the event of any dispute regarding this Agreement each of the parties hereto agrees to attorn to and to be bound by the jurisdiction of the courts of competent jurisdiction for the Province of Saskatchewan.
17. This Agreement embodies the entire and final Agreement of the parties hereto with regard to the matters dealt with herein. Any modification or amendment of this Agreement must be made in writing to be effective.

18. The Plaintiffs and the Settling Defendant execute this Agreement respectively on behalf of themselves, their heirs, executors, administrators, successors, and assigns, as the case may be.

Dated at Saskatoon, Saskatchewan, this \_\_\_ day of \_\_\_\_\_, 2023.

**SCHARFSTEIN LLP**

Per: \_\_\_\_\_  
Solicitor for the Plaintiffs,  
Caitlin Erickson, Jennifer Soucy (Beaudry), and Stefanie  
Hutchinson

Dated at Saskatoon, Saskatchewan, this \_\_\_ day of \_\_\_\_\_, 2023.

\_\_\_\_\_  
Per: \_\_\_\_\_  
Solicitor for the Settling Defendant,  
\_\_\_\_\_

This Document is Delivered 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 123-2 <sup>nd</sup> 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

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, FRAN THEVENOT, LOU BRUNELLE, JAMES  
RANDALL, TRACEY JOHNSON, SIMBO OLUBOBOKUN,  
CATHERINE RANDALL, KEVIN MACMILLAN, ANNE  
MACMILLAN, DAWN BEAUDRY, NATHAN SCHULTZ,  
AARON BENNEWEIS, DEIDRE BENNEWEIS, STEPHANIE  
CASE, DARCY SCHUSTER, RANDY DONAUER, JOHN  
THURINGER, MILE TWO CHURCH INC., THE  
GOVERNMENT OF SASKATCHEWAN, JOHN DOES and JANE  
DOES

### WRITTEN QUESTIONS

Written questions on behalf of the Plaintiffs for answering by \_\_\_\_\_.

1. Based on your knowledge, please explain the demerit system, including examples of why demerits would be awarded and what progressive punishment would occur (if any) for multiple demerits.
2. Scriptural discipline was used by Christian Centre Academy (now Legacy Christian Academy) and Saskatoon Christian Centre (now Mile Two Church) as a form of punishment for minors. What forms of scriptural discipline were used?
3. For each instance of scriptural discipline or corporal punishment that you observed, identify the name of the individual(s) administering scriptural discipline or corporal punishment, the name of the individual being disciplined or punished, the name of any individual present, the approximate date, a description of the scriptural discipline or corporal punishment administered, and the conduct for which scriptural discipline or corporal punishment was administered.
4. For each instance of scriptural discipline or corporal punishment that you are aware of or were told had occurred, but that you did not yourself observe, identify the source of your information, the name of the individual who administered corporal punishment, the name of the individual(s) who administered the scriptural discipline or corporal punishment, the name of the individual being disciplined or punished, the name of any individual present, the approximate date, a description of the scriptural discipline or corporal punishment

administered, and the conduct for which scriptural discipline or corporal punishment was administered.

5. Over what time period did you observe, or were you aware, that spiritual discipline or corporal punishment were conducted at the school operated by Mile Two Church Inc. or its predecessors?
6. Who, if anyone, encouraged or promoted the use of scriptural discipline or corporal punishment at Christian Centre Academy (now Legacy Christian Academy) or Saskatoon Christian Centre (now Mile Two Church), and provide particulars of the encouragement or promotion of scriptural discipline or corporal punishment, including identification of the individual, the context in which the encouragement or promotion of scriptural discipline or corporal punishment occurred, and the words or conduct used to encourage or promote scriptural discipline or corporal punishment, and the date of encouragement or promotion of scriptural discipline or corporal punishment?
7. At times, Christian Centre Academy (now Legacy Christian Academy) sought written consent and/or authorization from parents of children enrolled in the school purporting to allow children to be subject to scriptural discipline or corporal punishment. For the period of 1982 to present, what were the terms of consent and/or authorization sought by Christian Centre Academy (now Legacy Christian Academy), and if those terms changed during that period what changes to those terms were made and when?
8. Did you ever send any students under your care or supervision to receive scriptural discipline in the form of corporal punishment at any time?
9. Did you ever administer scriptural discipline in the form of corporal punishment to any students under your care or supervision at any time?
10. For each instance that you are aware of any defendant to this action, or former employee of Christian Centre Academy (now Legacy Christian Academy), including yourself, having called a parent prior to scriptural discipline or corporal punishment of their child, identify the name of the individual who called, the name of the parent who was called, the name of the child who the call related to, and date of the call.
11. How often were students taken out of class for special church services or non-academic related church activities?
12. To your knowledge, how many assessments were done for kids with learning disabilities? Where and when were these assessments done?
13. Do you agree that certain students or children of the church and/or school were treated differently than others based on their family status, perceived level of obedience, personality, sexuality, or other factors? Please provide any specific examples of students or children being treated differently by staff of the church or school.
14. For each act or omission identified in paragraph 47, 48, and 49 of the Second Amended Statement of Claim, provide the particulars of conduct that you personally observed,



including identification of the individual who engaged in that conduct and the minor subject to the act or omission, and the date that the act or omission occurred.

15. For each act or omission identified in paragraph 47, 48, and 49 of the Second Amended Statement of Claim, provide the particulars of the conduct that you were aware of or that you were told had occurred, other than those you personally observed, including identification of the individual who engaged in that act or omission and the minor subject to the act or omission, the date that you became aware of or were told of the act or omission, and particulars of how you came to be aware of or were told of the act or omission.
16. Based on your knowledge and experience with the culture in Saskatoon Christian Centre, for each act or omission identified in paragraph 47, 48 and 49 of the Second Amended Statement of Claim that you did not personally observe, do you believe the act or omission could have occurred, and if so, on what information or belief do you believe the act or omission could have occurred?
17. Regarding Aaron Benneweis:
  - a. What, if any, allegations of sexual touching, misconduct or assault are you aware of against him?
  - b. For each such allegation, provide particulars, including identification of the individual who informed you of the allegation, the conduct alleged, and if applicable the source of information, belief, or observation of the individual who informed you of the allegation.
  - c. With whom and when did you discuss any such allegations?
18. Regarding Nathan Schultz:
  - a. What, if any, allegations of sexual touching, misconduct or assault are you aware of against him?
  - b. For each such allegation, provide particulars, including identification of the individual who informed you of the allegation, the conduct alleged, and if applicable the source of information, belief, or observation of the individual who informed you of the allegation.
  - c. With whom and when did you discuss any such allegations?
19. Regarding Darcy Schuster:
  - a. What, if any, allegations of sexual touching, misconduct or assault are you aware of against him?
  - b. For each such allegation, provide particulars, including identification of the individual who informed you of the allegation, the conduct alleged, and if

applicable the source of information, belief, or observation of the individual who informed you of the allegation.

- c. With whom and when did you discuss any such allegations?
20. Did you personally observe, or do you have information or belief, of any other members, employees, representatives, or officials of Christian Centre Academy (now Legacy Christian Academy) or Saskatoon Christian Centre (now Mile Two Church) who were over the age of 18 years, and engaged in sexual activities or conduct with any individual under the age of 18? If so, provide details.
21. Regarding the Principal Defendants, as defined at paragraph 27 of the Second Amended Statement of Claim, describe your understanding as to their involvement in the development and implementation of the policies and procedures of Christian Centre Academy (now Legacy Christian Academy) or Saskatoon Christian Centre (now Mile Two Church).
22. Is there anything else you think we should know or that you want to tell us?

Dated at Saskatoon, Saskatchewan, this \_\_\_ day of \_\_\_\_\_, 2023.

**SCHARFSTEIN LLP**

Per: \_\_\_\_\_  
Solicitor for the Plaintiffs,  
Caitlin Erickson, Jennifer Soucy (Beaudry) and  
Stefanie Hutchinson

**CONTACT INFORMATION AND ADDRESS FOR SERVICE**

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 - 2 <sup>nd</sup> 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