

Form 6-5
(Subrule 6-5(1))

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
COYNOLIN

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*

NOTICE OF APPLICATION

NOTICE TO RESPONDENTS

This application is made against you. You are a respondent. You have the right to state your side of this matter before the Court.

To do so, you must be in Court when the application is heard as shown below:

Where: 520 Spadina Crescent East, Saskatoon, SK S7K 3G7

Date: On a date and time to be set in consultation with the Local Registrar

(Read the Notice at the end of this document to see what else you can do and when you must do it.)

Remedy claimed or sought:

1. The Applicant (Defendant), Mile Two Church Inc. ("**Mile Two**"), applies for the following relief:
 - a. An Order pursuant to Rule 7-9 of *The King's Bench Rules* [*Rules*] and the inherent jurisdiction of this Honourable Court staying the within action as against Mile Two as an abuse of process;
 - b. An Order granting Mile Two the costs of this application and the action as against the Respondents (Plaintiffs), Caitlin Erickson, Jennifer Soucy (Beaudry), and Stefanie Hutchinson (together, the "**Plaintiffs**"); and
 - c. Such further and other relief as counsel may request and this Honourable Court may allow.

Grounds for making this application:

2. Any partial settlement with any Defendant must be immediately disclosed to the non-settling Defendants, and approved by the Court.
3. Failure to immediately disclose and produce information about an agreement amongst parties to an action that has the effect of changing the adversarial landscape of the litigation is an abuse of process requiring a stay of proceedings.

The Discontinuances

4. The Plaintiffs have entered into settlement agreements with the former Defendants, Stephanie Case, Fran Thevenot, and Tracey Johnson (together, the "**Settling Defendants**"). The Plaintiffs have entered Discontinuances of Claim as against the Settling Defendants, as well as the former Defendants, Anne MacMillan, Catherine Randall, Deirdre Benneweis, and Simbo Olubobokun (the "**Discontinuances**").

5. The Plaintiffs did not immediately disclose, serve, or produce the existence of the settlement agreements themselves, or the Discontinuances against the Settling Defendants, to Mile Two or other non-settling Defendants.
6. The Discontinuances were only produced after being requested by Mile Two.
7. The Discontinuance against Ms. Case is dated November 6, 2023 and was filed on November 7, 2023. Mile Two did not receive a copy of this Discontinuance until March 7, 2024.
8. The Discontinuance against Ms. Thevenot is dated February 5, 2024 and was filed on February 6, 2024. Mile Two did not receive a copy of this Discontinuance until March 7, 2024.
9. The Discontinuance against Ms. Johnson is dated February 21, 2024 and was filed on February 21, 2024. Mile Two did not receive a copy of this Discontinuance until March 7, 2024.

The Settlement Agreements

10. The Discontinuances against the Settling Defendants are a result of those former Defendants entering settlement agreements with the Plaintiffs (the "**Settlement Agreements**"). The Plaintiffs did not immediately disclose the fact of the Settlement Agreements, or serve, or produce the Settlement Agreements, to Mile Two or other non-settling Defendants.
11. The Settlement Agreements were only produced after being repeatedly requested by Mile Two.
12. The Settlement Agreement between the Plaintiffs and Ms. Case is dated November 2, 2023 (the "**Case Settlement Agreement**"). Mile Two did not receive a copy of the Case Settlement Agreement until April 8, 2024.

13. The Settlement Agreement between the Plaintiffs and Ms. Thevenot is dated February 24, 2024 (the "**Thevenot Settlement Agreement**"). Mile Two did not receive a copy of the Thevenot Settlement Agreement until April 8, 2024.
14. The Settlement Agreement between the Plaintiffs and Ms. Johnson is dated February 20, 2024 (the "**Johnson Settlement Agreement**"). Mile Two did not receive a copy of the Johnson Settlement Agreement until April 8, 2024.

The Plaintiffs' failure to immediately disclose the Settlement Agreements warrant a stay of proceedings

15. Any partial settlement of an action – a settlement between a Plaintiff and some, but not all, Defendants – must be immediately disclosed if the settlement changes the landscape of the litigation in a way that significantly alters the dynamics of the litigation. The failure to immediately disclose such a settlement agreement is an abuse of process. The remedy for that abuse of process is a stay of the action against the non-settling Defendants.
16. The Settlement Agreements between the Plaintiffs and the Settling Defendants changes entirely the landscape of the litigation. The effect of the Settlement Agreements is to change the adversarial position of the Settling Defendants and the Plaintiffs into a cooperative one. The Settlement Agreements, and the consequent Discontinuances as against the Settling Defendants, significantly alters the dynamics of the litigation.
17. The Plaintiffs failed to immediately disclose the Settlement Agreements to Mile Two. The Settlement Agreements were only disclosed to Mile Two by the Plaintiffs after Mile Two made repeated efforts to probe the circumstances of the Discontinuances. The Plaintiffs' failure to immediately disclose the Settlement Agreements to the non-settling Defendants, including Mile Two, constitutes an abuse of process.
18. A stay of proceedings as against Mile Two is the only remedy available to redress the abuse of process in these circumstances. A stay is necessary in order to

ensure that justice is done between the parties and to ensure that this Honourable Court is able to enforce and control its own processes.

Costs

19. Rule 11-1 of the *Rules* grants this Honourable Court broad discretion with respect to awards of costs.

Material or evidence to be relied on:

20. Mile Two relies on the following material and evidence in support of its application:

- a. This Notice of Application with proof of service;
- b. Affidavit of Bryan Reynolds sworn November 1, 2024;
- c. Draft Order
- d. Brief of Law (to be filed);
- e. The pleadings and proceedings had and taken herein; and
- f. Such further and other material as counsel may advise and this Honourable Court may allow.

Applicable rules:

21. Rules 1-3, 1-4, 1-5, 7-9, and 11-1 of the *Rules*.

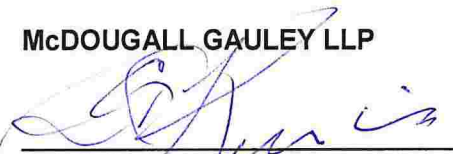
Applicable Acts and regulations:

22. N/A.

DATED at Regina, Saskatchewan, this 1st day of November, 2024.

McDOUGALL GAULEY LLP

Per:



GORDON J. KUSKI, K.C. and
AMANDA M. QUAYLE, K.C.,
Solicitors for the Defendant,
Mile Two Church Inc.

NOTICE

If you do not come to Court either in person or by your lawyer, the Court may give the applicant(s) what they want in your absence. You will be bound by any order that the Court makes. If you want to take part in this application, you or your lawyer must attend in Court on the date and at the time shown at the beginning of the form. If you intend to rely on an affidavit or other evidence when the application is heard or considered, you must reply by giving reasonable notice of the material to the applicant.

CONTACT INFORMATION AND ADDRESS FOR SERVICE

If prepared by a lawyer for the party:

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Name of lawyer in charge of file: Gordon J. Kuski, K.C. / Amanda M. Quayle, K.C.
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