

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 ~~GOY NOLIN~~

DEFENDANTS/
APPLICANTS 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, THE GOVERNMENT
OF SASKATCHEWAN, JOHN DOES and JANE DOES

DEFENDANT/
RESPONDENT MILE TWO CHURCH INC.

Brought under *The Class Actions Act*

AFFIDAVIT OF AARON BENNEWEIS

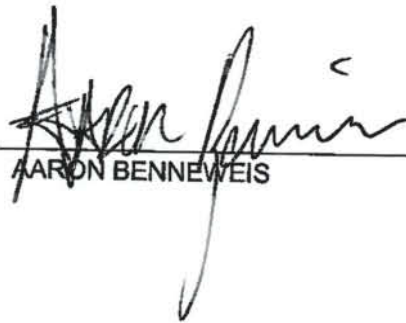
I, AARON BENNEWEIS, of the City of Saskatoon, in the Province of Saskatchewan MAKE OATH AND SAY (or AFFIRM) AS FOLLOWS:

1. I am one of the Defendants named in the within proceedings and, and as such I have personal knowledge of the matters and facts herein deposed to, except where stated to be on information and belief, and where so stated I do verily believe the same to be true.
2. I, and my wife, Deidre Benneweis, ("**Deidre**"), were initially both named as Defendants in the within proceedings and we retained Scott Spencer of Miller Thomson LLP to represent us.
3. I am advised by our solicitor, with Deidre's consent, that he received a letter, dated September 19, 2023, from the Plaintiffs' counsel, proposing terms and conditions for discontinuance of the action as against Deidre. Attached hereto and marked as **Exhibit "A"** is a true copy of the said letter. A proposed form of Settlement Agreement was included with the letter, along with a set of Written Questions, true copies of which are attached hereto and marked as **Exhibit "B"** to this my affidavit.
4. Deidre decided to reject the offer and authorized our solicitor to respond accordingly.

5. Without any further correspondence, on or about April 29, 2024, the Plaintiffs served and filed a Discontinuance of Claim as against Deidre, a true copy of which is attached hereto and marked as "Exhibit C".
6. I was never advised of any settlement offers to other Defendants or Settlement Agreements with any Defendants.
7. I make this Affidavit in support of a Joint Notice of Application seeking an Order dismissing the action as against various Defendants, including myself, on the basis of an abuse of process.

SWORN BEFORE ME by electronic means at Saskatoon, in the Province of Saskatchewan, this 7 day of January, 2025


A COMMISSIONER FOR OATHS for Saskatchewan,
My commission expires: _____
OR
Being a Solicitor.

)
)
)
)
)

AARON BENNEWIS

CONTACT INFORMATION AND ADDRESS FOR SERVICE

Name of firm:	Miller Thomson LLP
Name of lawyer in charge of file:	Scott R. Spencer
Address of legal firm:	123 - 2nd Avenue South Suite 1100 Saskatoon, SK S7K 7E6
Telephone number:	306.667.5614
Fax number (if any):	306.652.1586
Email address (if any):	sspencer@millerthomson.com
File Number:	0271692.0001

This and the following 1 pages is Exhibit "A" referred to in the Affidavit of AARON BENNEWEIS, sworn before me by electronic means at the City of Saskatoon, Saskatchewan, this 1 day of January, 2025


A COMMISSIONER FOR OATHS for
Saskatchewan,
Being a Solicitor

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

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

September 19, 2023

Miller Thomson LLP
300, 15 – 23rd Street East
Saskatoon, SK S7K 0H6

Attention: Scott R. Spencer

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, Deidre Benneweis.

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 both Aaron and Deidre Benneweis, we would strongly recommend that Deidre obtain independent legal advice in this regard.

Yours truly,

SCHARFSTEIN LLP

PER:


GRANT J. SCHARFSTEIN, K.C.

GJS/cmK
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)

This and the following 8 pages is Exhibit "B" referred to in the Affidavit of AARON BENNEWEIS, sworn before me by electronic means at the City of Saskatoon, Saskatchewan, this 7 day of January, 2025



A COMMISSIONER FOR OATHS for
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, 123-2nd 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
123-2nd Avenue South
Saskatoon, SK S7K 7E6
Telephone number: (306) 653-2838
Fax number: (306) 652-4747
E-mail address: gscharfstein@scharfsteinlaw.com / sedmondson@scharfsteinlaw.com
File number: 21,835.1

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 nd 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

This and the following 2 pages is Exhibit "C" referred to in the Affidavit of AARON BENNEWEIS, sworn before me by electronic means at the City of Saskatoon, Saskatchewan, this 7 day of January, 2025



A COMMISSIONER FOR OATHS for
Saskatchewan,
Being a Solicitor

26th 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, Deidre Benneweis.

Dated at Saskatoon, Saskatchewan, this 26th 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 - 2nd Avenue South
Saskatoon, SK S7K 7E6
Telephone number: (306) 653-2838
Fax number: (306) 652-4747
E-mail address: gscharfstein@scharfsteinlaw.com / sedmondson@scharfsteinlaw.com
File number: 21,835.1