

**THE COURT OF QUEEN'S BENCH
Winnipeg Centre**

BETWEEN:

**JOHN HOWDEN, STEPHEN MORAN, SHAUN MORAN, 5904511 MANITOBA LTD.,
KEITH MCDERMID, and SUNSHINE RESORT LTD.,**

Plaintiffs

- and -

THE GOVERNMENT OF MANITOBA

Defendant

Proceeding under

The Class Proceedings Act, C.C.S.M. c. 0130

SETTLEMENT APPROVAL ORDER

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**THE COURT OF QUEEN'S BENCH
Winnipeg Centre**

THE HONOURABLE)
MADAM JUSTICE) Thursday, the 13th day of January 2022
J.G. McKELVEY)

BETWEEN:

**JOHN HOWDEN, STEPHEN MORAN, SHAUN MORAN, 5904511 MANITOBA LTD.,
KEITH MCDERMID, and SUNSHINE RESORT LTD.,**

Plaintiffs,

- and -

THE GOVERNMENT OF MANITOBA,

Defendant.

Proceeding under
The Class Proceedings Act, C.C.S.M. c. C130

ORDER

THIS MOTION, made by the Plaintiffs for an Order approving the Settlement Agreement dated November 17, 2021 attached to this Order as Schedule "A" and dismissing this action, was heard at the Courthouse, 408 York Avenue, Winnipeg, Manitoba by videoconference.

UPON READING THIS MOTION, the materials filed, including the Plaintiffs' Motion Record and the Settlement Agreement attached as Exhibit "A" to the affidavit of Erin Lawlor Forsyth sworn November 17, 2021, and upon hearing the submissions of Class Counsel and counsel for the Defendant:

THIS COURT ORDERS THAT:

1. For the purposes of this Order, the definitions set out in the Settlement Agreement attached hereto as Schedule "A" apply to and are incorporated into this Order.
2. The settlement as set forth in this Order and in the Settlement Agreement is fair, reasonable, and in the best interests of the Class.
3. The settlement of the Class Action on the terms set forth in the Settlement Agreement be and is hereby approved pursuant to section 35 of *The Class Proceedings Act*.
4. The Settlement Agreement in its entirety, including its Recitals and Schedules, forms part of this Order and has the full force and effect of an Order of this Court.
5. The Settlement Agreement shall be implemented in accordance with its terms and is valid and binding on (a) the Plaintiffs, (b) all Class Members, including those under a disability as defined in the *Queen's Bench Rules*, and (c) the Defendant.
6. The provisions in the Settlement Agreement relating to the Claims Administration Procedure and the Engagement Letter as between Class Counsel and the Claims Administrator, be amended according to the Amendments to the Schedules of the Settlement Agreement attached hereto as Schedule "B".
7. The need for service for this or any further or subsequent steps in these proceedings on the Public Guardian and Trustee, as well as all other requirements in Rule 7 of the *Queen's Bench Rules*, are hereby dispensed with.

8. This Order, including the Settlement Agreement, is binding upon each Class Member including those persons who are mentally incapable, and the requirements of Rules 7.04 and 7.08 of the *Queen's Bench Rules* are dispensed with in respect of the Class Action.
9. This Order constitutes the full and final resolution of all Released Claims, including, without limitation, any and all Claims and causes of action advanced by the Plaintiffs and all other Releasers related to the 2011 Flood.
10. Each Plaintiff and all other Releasers shall be deemed to have released and do hereby release the Defendant from any and all Released Claims as set out in Article 4 of the Settlement Agreement.
11. The Releasers are forever barred and enjoined from continuing, commencing, instituting or prosecuting any action in Canada, on their own behalf or on behalf of any Class Member or any other person, asserting against the Defendant any Released Claim.
12. Upon the date of this Order, any other proceeding by a Releaser against the Defendant shall be and is hereby dismissed with prejudice and without costs to any party.
13. Manitoba shall pay the Settlement Amount within thirty (30) days of the Effective Date, or such further time as the Parties may agree upon.
14. Upon the occurrence of the Effective Date, the Class Action shall be and is hereby dismissed, with prejudice and without costs to any party.

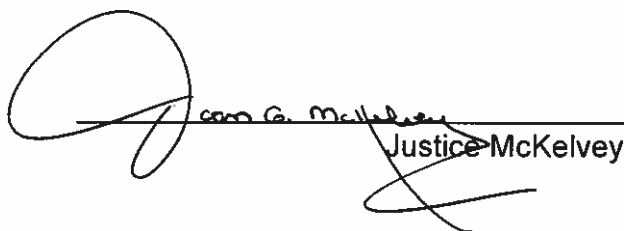
15. Exchange Solutions Inc. is appointed as the Claims Administrator, and it shall execute its obligations as set out in the Settlement Agreement and the Schedules thereto.
16. The Claims Administrator shall be entitled to be paid in accordance with the terms and conditions of the Settlement Agreement. Any fees payable to the Claims Administrator in excess of the \$2,000,000 provided by the Defendant as a contribution for Claims Administrator fees, shall be payable from the Compensation Fund.
17. For the purposes of the enforcement of this Order, this Court will retain jurisdiction, and the Parties and the Class attorn to the jurisdiction of this Court for these purposes.
18. Any determination or decision by the Claims Administrator with respect to any matter under the Claims Administration Procedure is final, binding and conclusive. There shall be no appeal from any determination or decision by the Claims Administrator.
19. Unless otherwise ordered by this Court, Claims which are not received by the Claims Administrator by the Claims Registration Deadline will be barred and extinguished forever.
20. The Claims Administrator shall be authorized and directed to use reasonable discretion as to the adequacy of the manner in which a Claim is completed and executed and may, where it is satisfied that a Claim has been adequately proven,

waive strict compliance with the requirements of the Claims Administration Procedure as to completion and execution of any form.

21. The proposed Claims Administration Procedure (as more particularly outlined in Schedule "A" to the Settlement Agreement) shall be and hereby is approved, except to the extent as modified by paragraph 6 of this Order.
22. The Defendant shall have no responsibility and no liability whatsoever with respect to the administration of the Settlement Agreement, including with respect to any act, omission, determination or decision by the Claims Administrator, Class Counsel or any other person with respect to the Settlement Agreement.
23. Neither the Defendant nor the Manitoba Agricultural Services Corporation shall have any liability whatsoever to any Class Member who makes a claim under the Claims Program with respect to the release of any documents or information respecting claims previously made by the Class Member under the Lake Manitoba Financial Assistance Program, the Disaster Financial Assistance Program and/or the Hoop and Holler Compensation Program.
24. The Settlement Approval Notice is hereby approved substantially in the forms attached hereto as Schedule "C" (Short Form) and Schedule "D" (Long Form).
25. The Settlement Approval Order Dissemination Plan for the publication and dissemination of the Settlement Approval Notice attached hereto as Schedule "E" is approved and shall be implemented as soon as practicable.

- 26. Class Counsel Fees (as defined in the Settlement Agreement) of \$16,700,000 plus disbursements and applicable taxes are hereby approved and are to be paid out in accordance with the Settlement Agreement.
- 27. Honoraria payments to all Representative Plaintiffs in the amount of \$5,000 each are hereby approved and are to be paid out of the Settlement Amount.

Dated this 13th day of January, 2022.


James G. McKelvey
Justice McKelvey