

Schedule 'A'

SETTLEMENT AGREEMENT

Made as of this ___ day of ____, 2024

BETWEEN:

JESSY TIMOTHY ROSE and LEE MITCHELL

- and -

PROVINCE OF NEW BRUNSWICK

WHEREAS Jessy Rose and Lee Mitchell were inmates of the Southeast Regional Correctional Facility, located in Shediac, New Brunswick, during the outbreak of a Fire on October 25, 2017;

AND WHEREAS the Class Action was certified as a class proceeding, pursuant to section 3(3) of the *Class Proceedings Act*, R.S.N.B. 2011, c. 125, by the Certification Order issued by the Honourable Chief Justice Tracey K. DeWare on November 23, 2020;

AND WHEREAS Jessy Rose and Lee Mitchell are the Representative Plaintiffs in the Class Action, claiming entitlement to compensation for the damages arising from the Fire;

NOW THEREFORE in consideration of the mutual agreements set forth below, the Parties agree as follows:

DEFINITIONS

1. **In this Agreement:**

- (a) **Agreement** means this settlement agreement, including the recitals and schedules;
- (b) **Approval Order** means an order of the Court, substantially in the form attached as Schedule B, approving this Agreement, declaring this Agreement to be binding upon all Settlement Class Members, and dismissing the Class Action with prejudice and without costs;
- (c) **Certification Order** means the order of the Court issued by the Honourable Chief Justice Tracey K. DeWare on November 23, 2020;

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- (d) **Claim Form** means the Class Member claim form attached hereto as Schedule D;
- (e) **Claims Administrator** means a third-party claims administrator agreed upon by the Plaintiff and the Province and appointed by the Court to carry out the functions assigned to the Claims Administrator under this Agreement;
- (f) **Claims Administration Expenses** means the costs to administer the claims process and distribute the Net Settlement Amount, including the costs of the Claims Administrator, of up to \$125,000.00 with the remainder reverting to the Province;
- (g) **Class Action** means the class action bearing Court File Number MC/596/18, commenced in the Court of King's Bench of New Brunswick Trial Division in the Judicial District of Moncton;
- (h) **Class** means all persons who were inmates of the Southeast Regional Correctional Facility located in Shediac, New Brunswick, during the outbreak of a fire on October 25, 2017;
- (i) **Class Counsel** means Valent Legal;
- (j) **Class Counsel Fees** mean the fees, disbursements, costs, and all other applicable taxes or charges of Class Counsel, including without limitation any applicable GST, PST, HST, or QST;
- (k) **Class Member(s)** means, individually or collectively, any member or members of the Class;
- (l) **Common Experience Payment** means a reimbursement, from the Net Settlement Amount, for the common experience of all those inmates who were present during the Fire and its aftermath. It is inclusive of damages for pain and suffering, personal property loss, and inconvenience loss;
- (m) **Common Experience Payment Fund** means \$810,000.00 of the Gross Settlement Amount, subject to the deduction of Class Counsel Fees;

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- (n) **Contribution Towards Costs and Disbursements** means \$25,000.00 of the Gross Settlement Amount;
- (o) **Court** means the Court of King's Bench of New Brunswick Trial Division;
- (p) **Effective Date** means the next calendar day after the day on which all appellate rights with respect to the Approval Order have expired or the Approval Order is affirmed upon a final disposition of all appeals;
- (q) **Fire** means the fire subject to this Action, taking place on October 25, 2017 at the Southeast Regional Correctional Facility located in Shediac, New Brunswick;
- (r) **Gross Settlement Amount** means the sum of CDN \$1,275,000.00;
- (s) **Net Settlement Amount** means the amount remaining from the Gross Settlement Amount after the deduction of Class Counsel Fees;
- (t) **Notice of Settlement Approval Hearing** means the form of notice attached hereto as Schedule A, or such other form as may be agreed to by the Parties and approved by the Court, which informs the Class of: (i) the principal elements of this Agreement, and (ii) the date and location of the Settlement Approval Hearing;
- (u) **Notice of Settlement Approval** means the form of notice attached hereto as Schedule C, or such other form as may be agreed to by the Parties and approved by the Court, which informs the Class that this Agreement has been approved and the means by which Settlement Class Members can obtain compensation pursuant to this Agreement;
- (v) **Parties** mean the Representative Plaintiffs, the Settlement Class Members, and the Province;
- (w) **Payment Class** means all Settlement Class Members who complete a Claim Form, or otherwise advise the Claims Administrator of the information set out in the Claim Form, within the Response Deadline;

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- (x) **Payment Class Member(s)** means, individually or collectively, any member or members of the Payment Class;
- (y) **Physical Injury Payment** means a reimbursement, from the Net Settlement Amount, for a physical injury caused by the Fire or its aftermath;
- (z) **Physical Injury Payment Fund** means \$115,000.00 of the Gross Settlement Amount, subject to the deduction of Class Counsel Fees;
- (aa) **Province** means the Defendant, the Province of New Brunswick;
- (bb) **Psychological Injury Payment** means a reimbursement, from the Net Settlement Amount, for a psychological injury caused by the Fire or its aftermath;
- (cc) **Psychological Injury Fund** means \$200,000.00 of the Gross Settlement Amount, subject to the deduction of Class Counsel Fees;
- (dd) **Released Claims** mean any and all manner of claims, demands, actions, suits, causes of action, whether class, individual or otherwise in nature, whether personal or subrogated, for damages of any kind, including without limitation compensatory, punitive or other damages, liabilities of any nature whatsoever, including interest, costs, expenses, class administration penalties, and lawyers' fees (including Class Counsel Fees), known or unknown, suspected or unsuspected, foreseen or unforeseen, actual or contingent, and liquidated or unliquidated, in law, under statute or in equity, that the Releasers, or any of them, whether directly, indirectly, derivatively, or in any other capacity, ever had, now have, or hereafter can, shall, or may have, relating in any way to any conduct occurring anywhere, from the beginning of time to October 25, 2017, relating to allegations that the Releasees were negligent and further breached the *Charter* rights of the Class in the handling of the Fire, and vicariously liable for the tortious conduct alleged to have caused the Fire, and including, without limitation, all claims that were raised or which could have been raised in the Action;

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- (ee) **Releasees** mean jointly and severally, individually and collectively, the Province and its subsidiaries, affiliates and related entities and its current and former officers, directors, employees, shareholders, partners, agents, lawyers, insurers, reinsurers, subrogees, successors, and assigns;
- (ff) **Releasers** mean individually and collectively, the Representative Plaintiffs and each of the Settlement Class Members and their respective heirs, executors, administrators, and assigns, whether or not such Settlement Class Members deliver a Claim Form or otherwise receive any portion of the Net Settlement Amount;
- (gg) **Representative Plaintiffs** means Jessy Timothy Rose and Lee Mitchell;
- (hh) **Settlement Approval Hearing** means the hearing of the motion to be brought by the Representative Plaintiffs in Court for the Approval Order;
- (ii) **Settlement Class** means all Class Members, except persons who validly opted-out of the Settlement Class in accordance with the Certification Order;
- (jj) **Settlement Class Member(s)** means, individually or collectively, any member or members of the Settlement Class.

PAYMENT OF SETTLEMENT FUND

2. The Province will pay the Net Settlement Amount as a reversionary lump sum to the Claims Administrator within fifteen (15) days of payment of Class Counsel Fees.

BEST EFFORTS TO EFFECT SETTLEMENT

3. The Parties shall use their best efforts to effect the terms of this Agreement and the settlement described herein, including securing the Approval Order in accordance with this Agreement.

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THE CLAIMS ADMINISTRATOR

4. The Representative Plaintiffs and the Defendant will jointly propose to the Court a Claims Administrator, proposed by the Representative Plaintiffs and agreed to by the Defendant, which agreement shall not be unreasonably withheld.

5. In addition to its other obligations set out herein, the Claims Administrator will make reasonable requests of the Parties for assistance in clarifying information concerning Settlement Class Members and reaching them where the Parties can reasonably assist.

NOTICE OF SETTLEMENT APPROVAL HEARING

6. Subject to the approval of the Court, the Notice of Settlement Approval Hearing shall be substantially in the form set out in Schedule A to this Agreement.

7. Subject to the approval of the Court, the Notice of Settlement Approval Hearing will be distributed as follows:

- (a) Class Counsel shall send direct mailings of the Notice of Settlement Approval Hearing to known Class Members using both regular mail and e-mail (where available) in the manner described hereinafter in this Agreement; and
- (b) Class Counsel shall post the Notice of Settlement Approval Hearing on Class Counsel's website.

8. In order to facilitate the dissemination of the Notice of Settlement Approval Hearing by the Claims Administrator as described above:

The Province will provide to Class Counsel a list of all 162 known Class Members in Excel format that includes, insofar as such information is the possession of the Corrections Branch of the Province, each Class Member's, first name, middle name, last name, last known mailing address at the time of release or most recent admission if still in custody, phone number, e-mail, whether they are currently in the custody of the Province, and which unit they were housed in at the time of the Fire; and

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9. Class Counsel will send the Notice of Settlement Approval Hearing to all addresses and e-mail addresses obtained as a result of the steps described in paragraph 8. Notice of Settlement Approval Hearing shall be sent in this manner as soon as reasonably possible following receipt of the contact information.

THE APPROVAL ORDER

10. The Plaintiffs shall bring a motion before the Court for the Approval Order. The Approval Order shall be substantially in the form set out in Schedule B to this Agreement.

NOTICE OF SETTLEMENT APPROVAL AND THE CLAIM FORMS

11. Subject to the approval of the Court, the Notice of Settlement Approval shall be substantially in the form set out in Schedule C to this Agreement.

12. The Province will provide to the Claims Administrator a list of all 162 known Class Members in Excel format that includes, insofar as such information is in Province's knowledge, each Class Member's, first name, middle name, last name, last known mailing address, phone number, e-mail, whether they are currently in the custody of the Province, and which unit they were housed in at the time of the Fire.

13. The Claims Administrator shall send the Notice of Settlement Approval and the Claim Form to all Class Members in the manner described below within 30 days of the Effective Date.

14. The Claims Administrator will send the Notice of Settlement Approval and the Claim Form by regular mail and e-mail (as available) to the addresses used for the distribution of the Notice of Settlement Approval Hearing, as well as any other addresses or e-mail addresses that the Claims Administrator reasonably believes may result in the Notice of Settlement Approval and the Claim Form reaching a Class Member.

15. Settlement Class Members will be required to properly complete and return a Claim Form, attached here as Schedule D, in order to receive any payment from the Net Settlement Amount. The Claim Form and any supportive documentation must be provided to the Claims Administrator within six (6) months of the Effective Date.

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THE SETTLEMENT PAYMENT

16. The Gross Settlement Amount is \$1,275,000.00.
17. The Gross Settlement Amount is allocated as follows:
 - (a) Common Experience Payment: \$810,000.00
 - (b) Physical Injury Payment: \$115,000.00
 - (c) Psychological Injury Payment: \$200,000.00
 - (d) Contribution Towards Costs and Disbursements: \$25,000.00
 - (e) Claims Administration Expenses: \$125,000.00
18. The Gross Settlement Amount, including the corresponding categories set out at paragraph 17, is subject to the deduction of Class Counsel Fees upon approval by the Court.

FUND DISTRIBUTION

19. The Net Settlement Amount shall be distributed in accordance with paragraphs 20-47 of this Agreement.
20. Settlement Class Members may make a claim for either of the following:
 - (a) Common Experience Payment of \$5,000.00 (gross); or
 - (b) Physical and/or Psychological Injury Payment.
21. For greater clarity, a Payment Class Member who makes a claim for a Common Experience Payment cannot additionally make a claim for a Physical or a Psychological Injury Payment.
22. A Payment Class Member may be eligible for both a Physical Injury Payment and a Psychological Injury Payment.

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23. If a claim for a Physical Injury Payment and/or a Psychological Injury Payment is denied, the Claims Administrator will process the claim as one for a Common Experience Payment. Each claimant is entitled to a Common Experience Payment as a baseline minimum payment.

24. The Claims Administrator shall distribute the Common Experience Payments to the Payment Class Members upon the determination of entitlement as soon as reasonably practicable. Such amounts shall be paid by mailing each Payment Class Member a cheque.

25. The Physical Injury and Psychological Injury Funds will be prorated if the total value of accepted claims exceeds the value of the allotted funds. Payments under these categories must therefore await distribution until all claims have been processed by the Claims Administrator. Such amounts shall be paid by mailing each Payment Class Member a cheque.

26. Any undistributed funds shall revert to the Province. If the Claims Administration Expenses exceed \$125,000.00, the Province agrees to fund such costs in their entirety by exhausting any reversionary funds available. Should Claims Administration Expenses exceed \$125,000 and the amount of reversionary funds available, Class Counsel will pay the difference. Class Members shall not be asked to bear the costs of Claims Administration out of their individual awards.

27. If, for any reason, a Payment Class Member does not cash a cheque within three (3) months after the date the compensation cheque is sent to them, the Claims Administrator will make reasonable efforts to locate and follow up with the Payment Class Member to ensure the cheque is cashed. If by six (6) months after the date compensation cheque is sent to the Payment Class Member, the Payment Class Member has still not cashed the cheque, the Payment Class Member will be deemed to forfeit the right to receive the funds, and such funds will revert to the Province.

28. Thirty (30) days prior to the expiry of the six (6) month period described above, the Claim Administrator will:

- (a) Provide Class Counsel with a list of Payment Class Members who have not cashed their compensation cheque; and

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- (b) Send the Payment Class Members a further letter (copied to Class Counsel) advising that they have thirty (30) days to cash the compensation cheque.

29. The Claims Administrator will have the discretion to make determinations in respect of the eligibility of Settlement Class Members and determine the categorization of Settlement Class Members in respect of whether they qualify for a Common Experience Payment, Physical Injury Payment, and/or Psychological Injury Payment. Such determinations will be made based on the factors described herein at paragraphs 32-47.

30. For greater certainty, there is no right to an oral hearing in respect of such determinations, and the Claims Administrator is not required to and shall not seek to obtain any information other than from the Province or the Settlement Class Member at issue to make such determination. The Claim Administrator's decision in this respect will be final and binding and not subject to appeal.

31. The legally authorized representative of a deceased Payment Class Member or a Payment Class Member's estate may make a claim for a Common Experience Payment. The representative must complete the Claim Form and attach documentation that confirms their ability to act as the legal representative for the Payment Class Member.

COMMON EXPERIENCE PAYMENT FUND DISTRIBUTION

32. It must be confirmed by the Claims Administrator that all Payment Class Members are members of the Settlement Class. The Claims Administrator will confirm by reviewing the Claim Form submitted and cross-referencing with the list provided by the Province per paragraph 8 of this Agreement.

33. The Claims Administrator will grant the Common Experience Payment to those Payment Class Members confirmed to be members of the Settlement Class and who indicated that they are seeking compensation under this category on the Claim Form. No further evidence will be required to establish entitlement to a Common Experience Payment.

34. The Common Experience Payment Fund will be allocated among the Settlement Class as follows:

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- (a) The Common Experience Payment Fund will be divided among and paid in equal amounts to all Payment Class Members (to a maximum of \$5,000.00 gross); and
 - (b) Any undistributed funds will revert to the Province.
35. The Common Experience Payment Fund is subject to a right of reversion by the Province.

PHYSICAL INJURY PAYMENT FUND DISTRIBUTION

36. Evidence will be required for those Payment Class Members who indicate that they are seeking compensation under the Physical Injury Payment Fund on the Claim Form.

37. To be eligible for compensation under the Physical Injury Payment Fund:

- (a) The Payment Class Member must have been housed in Unit 2 or 3 at the time of the Fire;
- (b) The Payment Class Member must have suffered a physical injury;
- (c) The physical injury must have been directly caused by the Fire, or its aftermath; and
- (d) The Payment Class Member must provide proof of the injury.

38. The Claims Administrator will confirm that the Payment Class Member was housed in Unit 2 or 3 at the time of the Fire by cross-referencing with the list provided by the Province per paragraph 8 of this Agreement. Proof of physical injury must include the following:

- (a) Photographic evidence capturing:
 - (i) The injured area;
 - (ii) Proof of the identity of the Payment Class Member; and
 - (iii) Proof of the date that the photograph was taken.
- (b) Signed Statutory Declaration (enclosed with the Claim Form at Schedule D).

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(c) Any further proof available.

39. The Claims Administrator will review the Claim Form and the attached documentation and, in its sole discretion, place an eligible Payment Class Member into one of two categories and award payment from the Physical Injury Payment Fund accordingly:

(a) Moderate injury (small and discrete): \$10,000.00

(b) Severe injury (large and visible): \$20,000.00

40. The Physical Injury Payment Fund is subject to a right of reversion by the Province and possible proration per paragraphs 25-27 of this Agreement.

PSYCHOLOGICAL INJURY PAYMENT FUND DISTRIBUTION

41. Evidence will be required for those Payment Class Members who indicate that they are seeking payment under the Psychological Injury Payment Fund on the Claim Form.

42. To be eligible for compensation under the Psychological Injury Payment Fund:

(a) The Payment Class Member must have suffered a psychological injury;

(b) The psychological injury must have been materially caused by the Fire or its aftermath; and

(c) The Payment Class Member must provide medical proof of the injury.

43. Proof of psychological injury must include relevant documentation from either of the following:

(a) A medical treatment provider (such as a psychologist, psychiatrist, or family doctor); or

(b) A pharmacy.

44. The Claims Administrator will deem either of the following to be acceptable proof of psychological injury:

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- (a) Medical evidence of a new mental health disorder diagnosis, by a medical treatment provider, of post-traumatic stress disorder and/or an anxiety disorder, or evidence of the exacerbation of a pre-existing mental health disorder, within eight (8) months of the Fire; or
- (b) Pharmacy records indicating the new prescription of a medication related to post-traumatic stress disorder or an anxiety disorder, or the increased dosage of a medication used to treat a particular mental health disorder, within eight (8) months of the Fire.

45. If the Claimant produces documentation outlined in paragraph 43(a) or (b), then causation is presumed.

46. The Claims Administrator will review the Claim Form and attached documentation and, in its sole discretion, award an eligible Payment Class Member the compensation of \$20,000.00 from the Psychological Injury Payment Fund accordingly, regardless of individual circumstances.

47. The Psychological Injury Payment Fund is subject to a right of reversion by the Province and possible proration per paragraphs 25-27 of this Agreement.

PUBLIC ANNOUNCEMENT

48. The details of any public announcement or press release, if required, shall be discussed, and agreed upon by the Parties. When commenting publicly on the Action or the Settlement, the Parties shall:

- (a) Inform the inquirer that the Class Action has been settled to the satisfaction of all parties;
- (b) Inform the inquirer that it is the view of the Parties that the settlement of the Class Action is fair, reasonable and in the best interests of the Class;
- (c) Decline to comment in a manner that casts the conduct of any party in a negative light or reveal anything said during the settlement negotiations.

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RELEASE AND BAR ORDER

49. Upon the Effective Date, and in consideration of payment of the Gross Settlement Amount and for other valuable consideration set forth in this Agreement, the Releasors forever and absolutely release and forever discharge the Releasees from the Released Claims.

50. The Releasors shall not now or hereafter institute, continue, maintain, assert, participate in or be involved with, either directly or indirectly, whether in Canada or elsewhere, on their own behalf or on behalf of any class or any other person, any action, suit, cause of action, claim or demand against any Releasee or against any other person who may claim contribution or indemnity, or other claims over for relief, from any Releasee in respect of any Released Claims.

51. Upon the Effective Date, the Action shall be dismissed with prejudice and without costs.

EFFECT OF SETTLEMENT

52. The Parties acknowledge that the Province denies the truth of the allegations in the Action and denies any liability whatsoever.

53. The Parties expressly reserve all of their rights if this Agreement is not approved, is terminated, or otherwise fails to take effect for any reason. Further, whether or not this Agreement is finally approved, is terminated, or otherwise fails to take effect for any reason, this Agreement and anything contained herein, and any and all negotiations, documents, discussions and proceedings associated with this Agreement, and any action taken to carry out this Agreement, shall not be deemed, construed or interpreted to be an admission of any violation of any statute or law, or of any wrongdoing or liability by the Province or by any Releasee, or of the truth of any of the claims or allegations contained in the Action or any other pleading filed by the Representative Plaintiffs or any other person.

54. Whether or not it is terminated, this Agreement and anything contained herein, and any and all negotiations, documents, discussions and proceedings associated with this Agreement, and any action taken to carry out this Agreement, shall not be referred to, offered as evidence or received in evidence in any present, pending or future civil, criminal or administrative action or proceeding, except: (i) by the Parties in a proceeding to approve or enforce this Agreement; (ii) by

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a Releasee to defend against the assertion of any Released Claims; (iii) by a Releasee in any insurance-related proceeding; or (iv) as otherwise required by law or as provided in this Agreement.

55. Except insofar as such a term is prohibited by law, Class Counsel will hereafter not institute, continue, maintain, assert, participate in or be involved with, either directly or indirectly, whether in Canada or elsewhere, on their own behalf or on behalf of any class or any other person, any action, suit, cause of action, claim or demand against any Releasee or against any other person who may claim contribution or indemnity, or other claims over for relief, from any Releasee which relates to or arises from the Released Claims.

56. In the event that this Agreement is not finally approved, is terminated in accordance with its terms, or otherwise fails to take effect, this Agreement shall, subject to an agreement by the Parties to the contrary, be null and void and of no force and effect and any order certifying or authorizing a class proceeding shall be set aside and the Parties agree that all Parties shall be put in the position they were in before this Agreement was executed and nothing in this Agreement shall prejudice any position that any of the Parties or any Releasee may take on any issue in the Action or any other litigation.

CLASS COUNSEL FEES AND ADMINISTRATION EXPENSES

57. All fees and costs of the Claims Administrator in connection with the implementation of this Agreement will be paid by the Province.

58. Except as provided in paragraph 17, the Releasees shall not be liable for or required to pay any damages, costs, fees, disbursements, or taxes arising in any way under this Agreement or the Action, including but not limited to Class Counsel Fees and other any costs, fees, disbursements, or taxes of the Representative Plaintiffs or any Settlement Class Members, including any expenses or costs incurred by any lawyers, experts, advisors, agents, or representatives of the Settlement Class Members.

59. Class Counsel may on notice to the Province seek the Court's approval of Class Counsel Fees contemporaneous with seeking the Approval Order, or at such other time as they shall determine in their sole discretion. Class Counsel shall seek Class Counsel Fees in accordance with

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their retainer agreement in the amount of thirty percent of the Gross Settlement Amount after all reasonable and proper disbursements have been deducted. Class Counsel Fees shall be paid by the Claims Administrator from the Gross Settlement Amount. The Province shall take no position on such a motion.

60. The failure of the Court to approve a request for Class Counsel Fees has no impact or effect on the rights and obligations of the Parties to this Agreement and shall not be grounds for termination of the Agreement.

TERMINATION OF AGREEMENT

61. The Representative Plaintiffs or the Province may terminate this Agreement only in the event that the Court declines to grant the Approval Order, substantially in the form attached as Schedule B, or if such Approval Order is overturned or reversed in whole or in part on appeal.

62. To exercise a right of termination under paragraph 60, a terminating party shall deliver a written notice of termination within thirty (30) days of the ground for termination becoming known to the terminating party. Upon delivery of such a written notice, this Agreement shall be terminated, shall be null and void and have no further force or effect, and shall not be binding on the Parties.

63. If this Agreement is not approved, is terminated by the Representative Plaintiffs or the Province in accordance with its terms, or otherwise fails to take effect for any reason, all orders made in respect of this Agreement shall be set aside and shall be deemed as having no force and effect and shall be without prejudice to any position the Parties may assert in the future.

64. If this Agreement is terminated or otherwise fails to take effect for any reason, the provisions of sections 52-54 and 56 and the definitions applicable thereto shall survive the termination and continue in full force and effect. The definitions shall survive only for the limited purpose of the interpretation of these surviving sections within the meaning of this Agreement. All other provisions of this Agreement and all other obligations pursuant to this Agreement shall cease immediately.

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65. The Representative Plaintiffs or the Province may apply to the Court for directions in respect of the interpretation, implementation, and administration of this Agreement.

66. All motions contemplated by this Agreement shall be on notice to both the Parties.

67. In this Agreement:

(a) The division of the Agreement into paragraphs and the insertion of headings are for convenience of reference only and shall not affect the construction or interpretation of this Agreement; and

(b) The terms "this Agreement", "hereof", "hereunder", "herein" and similar expressions refer to this Agreement and not to any particular section or other portion of this Agreement.

68. In the computation of time in this Agreement, except where a contrary intention appears:

(a) Where there is a reference to a number of days between two events, the number of days shall be counted by excluding the day on which the first event happens and including the day on which the second event happens, including all calendar days; and

(b) Only in the case where the time for doing an act expires on a statutory holiday, the act may be done on the next day that is not a holiday.

69. The Court shall retain exclusive jurisdiction over this Agreement and the Parties hereto (including the Class Members).

70. This Agreement shall be governed by and construed and interpreted in accordance with the laws of the Province of New Brunswick.

71. This Agreement constitutes the entire agreement among the Parties, and supersedes all prior and contemporaneous understandings, undertakings, negotiations, representations, promises, agreements, agreements in principle and memoranda of understanding in connection herewith.

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None of the Parties will be bound by any prior obligations, conditions, or representations with respect to the subject matter of this Agreement, unless expressly incorporated herein.

72. This Agreement may not be modified or amended except in writing and on consent of the Parties, and the modifications or amendments shall only be effective if the Court approves any such material modification or amendment made after the Approval Orders have been granted.

73. This Agreement shall be binding upon, and ensure to the benefit of the Representative Plaintiffs, the Province, the Settlement Class Members, the Releasors, the Releasees, and all of their successors and assigns. Without limiting the generality of the foregoing, each and every covenant and agreement made herein by the Representative Plaintiffs shall be binding upon all Releasors and each and every covenant and agreement made herein by the Province shall be binding upon all of the Releasees.

74. This Agreement may be executed in counterparts, all of which taken together will be deemed to constitute one and the same agreement, and a facsimile or PDF signature shall be deemed an original signature for purposes of executing this Agreement.

75. This Agreement has been the subject of negotiations and discussions among the Parties, each of which has been represented and advised by competent counsel, so that any statute, case law, or rule of interpretation or construction that would or might cause any provision to be construed against the drafter of this Agreement shall have no force and effect. The Parties further agree that the language contained in or not contained in previous drafts of this Agreement, or any agreement in principle, all have no bearing upon the proper interpretation of this Agreement.

76. The recitals to this Agreement are true and form part of the Agreement.

77. The Schedules annexed hereto form part of this Agreement.

78. Any and all notices, requests, directives, or communications required by this Agreement shall be in writing and shall, unless otherwise expressly provided herein, be given personally, by express courier, by postage prepaid mail, by facsimile transmission, or by e-mail PDF files, and shall be addressed as follows:

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FOR CLASS COUNSEL:

Michael Dull
Valent Legal
401-1741 Brunswick Street
Halifax, NS B3J 3X8
Tel: 902-443-4488
Fax: 902-443-6593
E-mail: mike@valentlegal.ca

FOR THE DEFENDANT:

Denis Thériault
Offices of the Attorney General
Legal Services Division
PO Box 6000
Fredericton, NB E3B 5H1
Tel: 506-453-5978
Fax: 506-453-3275
E-mail: denis.theriault@gnb.ca

79. Each of the Parties hereby affirms and acknowledges that:
- (a) He, she, or a representative of the Party with the authority to bind the Party with respect to the matters set forth herein has read and understood this Agreement;
 - (b) The terms of this Agreement and the effects thereof have been fully explained to him, her, or the Party's representative by his, her or its counsel;
 - (c) He, she, or the Party's representative fully understands each term of this Agreement and its effect; and
 - (d) No Party has relied upon any statement, representation or inducement (whether material, false, negligently made or otherwise) of any other Party, beyond the terms of this Agreement, with respect to the first Party's decision to execute this Agreement.


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80. Each of the undersigned represents that he or she is fully authorized to enter into the terms and conditions of, and to execute, this Agreement on behalf of the Parties identified above their respective signatures below.

81. The Parties have executed this Agreement as of the date on the cover page.

Date: July 17, 2024

Witness

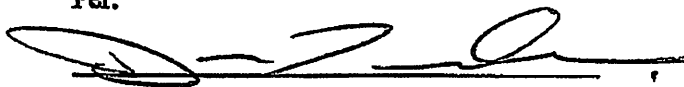


MICHAEL DULL, on behalf of the class

Date: July 18, 2024

PROVINCE OF NEW BRUNSWICK

Per:



Name:

Denis G. Theriault

