

# **NORTH BATTLEFORD CRYPTOSPORIDIUM CLASS ACTION**

## **NOTICE OF CERTIFICATION AND SETTLEMENT APPROVAL**

### **READ THIS NOTICE CAREFULLY AS IT MAY AFFECT YOUR LEGAL RIGHTS**

#### **COURT APPROVAL OF THE SETTLEMENT OF CLASS ACTION**

In 2003, a class action was commenced against The City of North Battleford, Her Majesty the Queen in Right of the Province of Saskatchewan and the Saskatchewan Water Corporation, Q.B. No. 1512 of 2003

This Notice applies to the “Infant Class” that consists of individuals who:

- i) Contracted cryptosporidiosis or symptoms of cryptosporidiosis as a result of consuming contaminated water supplied by the City of North Battleford between March 20 and April 25, 2001; and
- ii) Who were under the age of 18 years at the time of such consumption.

The parties to the above noted action reached a settlement as it relates to the claims of the minor Plaintiffs (the “Infant Class”), that has now been approved by the Saskatchewan Court of Queen’s Bench (the “Court”) (the “Settlement Agreement”). The Settlement Agreement provides that the Defendants shall pay up to a maximum of Three Million, Three Hundred Thousand (\$3,300,000.00) Dollars to settle all claims of the Class Members (the “Settlement Amount”) in full and final settlement of all claims of the Class Members. The Settlement Amount includes all legal fees and taxes. The Defendants shall be responsible to pay all reasonable disbursements and administration expenses over and above the Settlement Amount. In return for the Settlement Amount, the Defendants will receive releases and a dismissal of the Class Action as it relates to the claims of the Infant Class.

The settlement is a compromise of disputed claims and is not an admission of liability, wrongdoing or fault on the part of any of the Defendants, which have disputed, and continue to dispute, the allegations advanced in the Class Action.

By an Order dated April 11, 2017, the Court certified the action as a class proceeding pursuant to section 6 of *The Class Actions Act*.

The Court also approved the Settlement Agreement and declared that it is fair, reasonable and in the best interests of the Class Members.

#### **1) CLASS COUNSEL FEES, CLAIMS ADMINITRATOR AND ADMINISTRATIVE EXPENSES**

The Court awarded Cuelenaere, Kendall, Katzman & Watson LLP (“Class Counsel”) legal fees in the amount of 20% of the Settlement Fund that is actually paid out plus applicable taxes (“Class Counsel Fees”). As is customary in such cases, Class Counsel conducted the class action on a contingent fee basis. Class Counsel was not paid as the matter proceeded and funded the expenses

of conducting the litigation. In addition, to the Class Counsel Fees, the Court ordered the Defendant to pay to Class Counsel the amount of \$21,000.00 as repayment of the disbursements reasonably incurred by Class Counsel up to January 23, 2014 and ordered the Defendants to reimburse Class Counsel all reasonable disbursements incurred thereafter, including but not limited to the costs of obtaining medical records on behalf of members of the Infant Class to substantiate their claims in accordance with the terms of the Settlement Agreement and advertising associated with the Class Action settlement. The Class Counsel Fees, net of applicable taxes, and the reimbursement of reasonable disbursements will be Class Counsel's only compensation for conducting the class action. Class Counsel Fees will be deducted from the Settlement Amount before it is distributed to Class Members.

Expenses incurred or payable relating to approval, notification, implementation and administration of the Settlement ("Administration Expenses") will also be paid by the Defendants over and above the Settlement Amount.

## **2) OPT-OUT**

You do not have to take part in the Settlement. If you wish to Opt-Out of the Settlement you will not submit a Claim Form and you **must** fully complete an Opt-Out form that **must** be mailed to the Administrator, which, to be effective, **must** be received or post marked on the or before **May 25, 2017**. Members of the Infant Class who are Opt-Outs shall not be entitled to any payments under the Settlement Agreement;

If you do not opt out you are automatically deemed to be part of the class.

## **3) CLAIMS ADMINISTRATOR**

The Court has appointed Bruneau Group Inc. as the Administrator of the Settlement. The Administrator will, among other things: (i) receive Opt-Out Forms from any Class Members who wish to opt-out from this Settlement; (ii) receive and process the Claim Forms; (iii) make determinations of each Class Member's eligibility for compensation pursuant to the Compensation Grid; (iv) communicate with Class Members regarding their eligibility for compensation; and (v) manage and distribute the Settlement Amounts payable to Eligible Claimants pursuant to the Compensation Grid. The Administrator can be contacted at:

### **The Court appointed Claims Administrator - Bruneau Group Inc.**

Attention: NB Water Class Action Settlement  
Nelson P.O. 20187 – 322 Rideau Street  
Ottawa Ontario K1N 5Y5

Toll Free Tel: 1-855-745-7334  
Toll Free Fax: 1-866-262-0816

Email: [info@northbattlefordwaterclaim.ca](mailto:info@northbattlefordwaterclaim.ca)

#### **4) CLASS MEMBERS' ENTITLEMENT TO COMPENSATION**

Class Members will be eligible for Compensation pursuant to the Settlement Agreement if they timely submit a completed Claim Form, including any supporting documentation, to the Administrator.

To be eligible for compensation under the Settlement, Class Members must submit their Claim Form, Sworn Affidavit and required documentation to the Administrator postmarked no later than **November 25, 2017** (the "Claims Deadline"). The Claim Form is attached to this Approval Notice. The Claim Form is also available at [www.cuelenaere.com/northbattleford](http://www.cuelenaere.com/northbattleford)

Only Class Members are permitted to participate in the settlement. In particular, the following persons are not permitted to participate in the settlement: (i) "Excluded Persons", which are defined as the named Defendants, (ii) persons who opt-out of the Class Action and (iii) persons who received compensation from previous settlements resulting from the 2001 Cryptosporidiosis water contamination in North Battleford.

The Settlement Amounts, after deduction of Class Counsel Fees, and applicable taxes (the "Net Settlement Amounts"), will be distributed to Class Members in accordance with the Compensation Grid and paid out by the Administrator following the Claims Deadline.

In the event the total payments for all Eligible Claims exceeds the amount available for distribution each Eligible Claimant's actual compensation from the Net Settlement Amount will be his/her pro rata share of the Net Settlement Amount as set out in paragraph 41 of the Settlement Agreement.

#### **6) INTERPRETATION**

If there is a conflict between the provisions of this Notice and the Settlement Agreement, the terms of the Settlement Agreement will prevail.

#### **QUESTIONS ABOUT THE SETTLEMENT SHOULD BE DIRECTED TO THE CLASS COUNSEL.**

Brad Jamieson  
Cuelenaere, Kendall, Katzman & Watson LLP  
500, 128 Fourth Avenue South  
Saskatoon, SK S7K 1M8  
(306)653-5000  
(306)652-4171  
[bjamieson@cuelenaere.com](mailto:bjamieson@cuelenaere.com)

**THIS NOTICE AND DISTRIBUTION OF IT, HAS BEEN AUTHORIZED BY THE COURT OF QUEEN'S BENCH OF SASKATCHEWAN.**