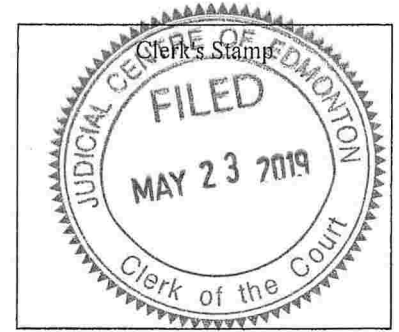


COURT FILE NUMBER 1703-02448
COURT COURT OF QUEEN'S BENCH OF ALBERTA
JUDICIAL CENTRE EDMONTON
PLAINTIFF(S) JOSHUA SOMERS and MICHAEL WHALEN as REPRESENTATIVE PLAINTIFFS
DEFENDANT(S) ATCO LTD., ATCO GAS AND PIPELINES LTD. and NORTHWESTERN UTILITIES LIMITED
DOCUMENT CONSENT ORDER
ADDRESS FOR SERVICE AND CONTACT INFORMATION OF PARTY FILING THIS DOCUMENT James H. Brown & Associates
2800, 10123 - 99 Street
Edmonton, AB T5J 3H1
Attention: Richard J. Mallett
Telephone: 780-428-0088
Facsimile: 780-428-7788
File No. 50238-7/RJM



I hereby certify this to be a true copy of the original.


for Clerk of the Court

DATE ON WHICH ORDER WAS PRONOUNCED:

May 23, 2019

NAME OF JUDGE WHO MADE THIS ORDER:

P.B. Michalyskyn

LOCATION WHERE ORDER WAS PRONOUNCED:

Edmonton

UPON THE APPLICATION OF THE PLAINTIFFS; AND UPON HEARING SUBMISSIONS FROM COUNSEL FOR THE PARTIES; AND UPON NOTING THE CONSENT OF THE PARTIES HEREIN:

IT IS HEREBY ORDERED THAT:

1. The Plaintiffs' application to have this case certified as a class action is granted.
2. The "Class" is hereby defined as follows:
 - i. All resident homeowners,
 - ii. All non-resident homeowners,

- iii. All resident and non-resident family members of homeowners,
- iv. All building owners,
- v. All tenants, sub-tenants, occupiers, and,
- vi. All property insurers,

of each residence and building, as applicable, within a ½ kilometer radius of the residence located at 118 Clenell Crescent, Fort McMurray, Alberta (the "Origin Residence"), as of the date of an explosion (the "Explosion") and resulting fire on or about May 17, 2016 (the "Affected Area").

3. Joshua Somers and Michael Whalen are hereby appointed as the Representative Plaintiffs.
4. ATCO Ltd. and Northwestern Utilities Limited are removed from the lawsuit and the Statement of Claim of the Plaintiffs is amended as set out in the fifth Amended Statement of Claim, attached hereto as Schedule "A".
5. Higgerty Law and James H. Brown & Associates are appointed as Class Counsel.
6. The nature of the claims advanced on behalf of the Class are:
 - (a) That the Defendant ATCO Gas and Pipeline Ltd. ("ATCO"), provided natural gas services to businesses and residences in and around Fort McMurray, Alberta, and was responsible for the restoration of service following the wildfires in and around the Affected Area on or about May 17, 2016;
 - (b) That ATCO did not meet the proper standards of care expected;
 - (c) That ATCO failed to develop and implement adequate control methods for dealing with situations of potential danger or damage, so as to ensure danger or damage was minimized or prevented;
 - (d) That ATCO failed to employ and properly train competent staff and have in place and follow proper, safe and/or adequate natural gas restoration techniques;
 - (e) That ATCO failed to use appropriate, safe, and sufficient piping and other materials to avoid natural gas leaks;
 - (f) That ATCO failed to monitor adequately, or at all, whether it was safe to restore the natural gas, before, during and after doing so;
 - (g) That ATCO was negligent or liable in private nuisance.

7. The common issues for the Class are as follows:
- (a) Is the Defendant ATCO liable to the Class in negligence?
 - (b) Did ATCO owe a duty of care to the Class including to:
 - i. ensure that it was safe to restore the natural gas to both the Origin Residence and the Affected Area, and that restoring the gas would not result in danger, damage or harm?
 - ii. conduct adequate and regular testing of the natural gas underground pipelines, risers, shut off valves, meters and regulators both before, during, and after the restoration of natural gas to the Origin Residence and Affected Area?
 - iii. develop, implement and maintain adequate control methods and procedures for dealing with situations of potential danger or damage, so as to ensure that said danger or damage was minimized or prevented?
 - iv. ensure that duly authorized and properly, professionally trained personnel were on duty at all possible and material times?
 - v. use appropriate, safe, and sufficient piping and other materials to avoid natural gas leaks? And if gas leaks occurred, use proper and efficient materials to repair said leaks?
 - vi. warn the Class and take immediate and comprehensive steps to assess any and all damage, and take other appropriate remedial action?
 - (c) Did ATCO breach the duty of care and standard of care expected?
 - (d) If so, did the breach of the duty of care cause the Explosion and the Class members' loss?
 - (e) Are the Defendants liable in private nuisance?
 - i. Did the acts or omissions of the Defendants cause the natural gas leak and Explosion?
 - ii. Did the natural gas leak and Explosion cause a substantial or unreasonable interference with the use of land by the Class?
 - (f) If ATCO is liable to the Class,
 - i. what type of damages are available to the Class?
 - ii. are the damages attributable to ATCO?
 - (g) Can damages to the Class be determined in whole or in part on an aggregate basis? If so, what are the aggregate damages?


8. The relief sought by the Class is:
 - (a) Judgment for non-pecuniary including, without limitation, for mental distress and pecuniary damages;
 - (b) Judgment for aggravated damages;
 - (c) Judgment for interest pursuant to the *Judgment Interest Act*, RS.A. 2000, c. J 1 as may be allowed;
 - (d) Judgment for G.S.T. where applicable;
 - (e) An Order for distribution amongst the Representative Plaintiffs and the Class Members of the aggregate assessment of monetary relief as this Honourable Court deems appropriate;
 - (f) Costs of this action on such basis as this Honourable Court may see fit; and
 - (g) Such further and other relief as this Honourable Court may allow.
9. Notice of this Order is to be provided to all Class members as follows:
 - (a) For those whom mailing addresses are available by mail, within 30 days of the date that the Order is filed;
 - (b) By posting of this Order on the firm websites maintained by Class Counsel;
 - (c) By publishing of a Short Form Notice, to be agreed upon by counsel or as directed by the Court, within 30 days of the date of this Order in the following newspapers:
 - i. Fort McMurray Today
 - ii. Edmonton Sun
 - iii. Edmonton Journal
 - iv. Calgary Sun
 - v. Calgary Herald
10. Any person who meets the criteria of a Class member in this class proceeding but does not wish to be a Class member, may opt out of the class by providing notice in writing to Higgerty Law by email to info@higgertylaw.ca or by mail to 101, 440 – 2nd Avenue SW, Calgary, Alberta, T2P 5E9 within 60 days of the date that the Order is filed and served.

11. Costs of this Application have been agreed between the parties to be in the cause, except no costs shall be awarded for or against the defendants which have been removed from this action by this Order.
12. This Order may be consented to in counterpart, electronically or by facsimile copier.

" P.B. Michalyszyn "
J.C.Q.B.A.

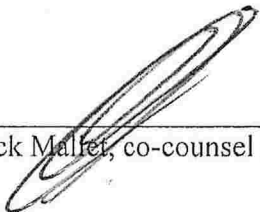
Consented To:

Bennett Jones LLP



Ken Lenz, Q.C., counsel for the Defendants

James H. Brown & Associates



Rick Mallet, co-counsel for the Plaintiffs

Higgerty Law


Patrick B. Higgerty, Q.C., co-counsel for the
Plaintiffs

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J.C.Q.B.A.

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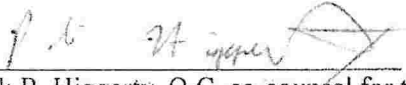
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Ken Lenz, Q.C, counsel for the Defendants

James H. Brown & Associates

Higgerty Law



Patrick B. Higgerty, Q.C, co-counsel for the
Plaintiffs

Rick Mallet, co-counsel for the Plaintiffs