

COURT FILE NUMBER 1703 02448

COURT COURT OF KING'S BENCH OF ALBERTA

JUDICIAL CENTRE EDMONTON

PLAINTIFF(S) JOSHUA SOMERS and MICHAEL WHALEN as REPRESENTATIVE PLAINTIFFS

DEFENDANT(S) ATCO GAS AND PIPELINE LTD.



KMP Ent

DOCUMENT **Settlement Approval Order**

ADDRESS FOR SERVICE AND CONTACT INFORMATION OF PARTY FILING THIS DOCUMENT Nicole K. Keeler
James H. Brown and Associates
2400 Sunlife Place
10123 99 Street
Edmonton, Alberta T5J 3H1
Tel: (780) 428-0088
Fax: (780) 428-7788

Napoli Shklonik Canada
Plaza 1000, Suite 400
1000 – 7 Avenue S.W.
Calgary, AB T2P 5L5
Tel: 1-888-531-0675
Fax: (587)-842-5202

DATE ON WHICH ORDER WAS PRONOUNCED: December 9, 2025

NAME OF JUDGE WHO MADE THIS ORDER: P.B. Michalyshyn

LOCATION WHERE ORDER WAS PRONOUNCED: Edmonton

ON THE APPLICATION of the Plaintiffs; and hearing the submissions of Counsel for the Plaintiffs and the Defendant and upon reading the pleadings and materials filed, and on being advised that the Plaintiffs and the Defendant have entered into a settlement agreement dated August 12, 2025 (the "**Settlement Agreement**"); and on being advised that the Plaintiffs and the Defendant consent to this Order;

THIS COURT ORDERS that:

1. The Settlement Agreement, as attached at **Schedule "A"** is incorporated into this Order in its entirety and forms part of this Order, and the definitions in the Settlement Agreement shall be applied in interpreting this Order.
2. In the event of a conflict between this Order and the Settlement Agreement, this Order shall prevail.
3. The Settlement Agreement is fair, reasonable and in the best interests of the Class and is hereby given final approval pursuant to section 35 of the *Class Proceedings Act*, SA 2003, c C-16.5 and shall be implemented in accordance with its terms and the terms of this Order.
4. This Order, including the Settlement Agreement, is binding upon each such Class Member including those persons who are minors or mentally incapable and the requirements of Rules 2.11 and 2.19 of the *Alberta Rules of Court* are dispensed with in respect of this proceeding.
7. Upon the Effective Date, the Releasees are forever, finally and absolutely released by the Class Members from the Released Claims.
8. Upon the Effective Date, Class Members are barred from making any claims or taking or continuing any proceeding arising out of, or relating to, the Released Claims, except as otherwise expressly provided for in the Settlement Agreement, against any Releasee or other person, corporation or entity that might claim damages and/or contribution and indemnity or other relief against any of the Defendants.
9. Class Counsel fees in the amount of 33 1/3% of the value of the individual settlements, plus disbursements and applicable taxes is hereby approved for those Class Members who have retained Class Counsel or request assistance from Class Counsel in submitting their claim to the Claims Administrator.
10. Additionally, in accordance with Section 14.1 of the Settlement Agreement, \$103,351.86 of the Settlement Amount will be paid to Class Counsel for disbursements.
11. An honorarium of \$10,000.00 to each of the two representative plaintiffs is hereby approved.
12. The Claims Notice, attached as Schedule **"B"** shall be disseminated in accordance with the Claims Notice Plan, attached as Schedule **"C"**.

13. This Honourable Court will retain continuing jurisdiction over the Settlement for the purposes of implementing, interpreting and enforcing the Settlement Agreement and this Order subject to the terms and conditions set out in the Settlement Agreement and this Order.
14. On notice to the Court, but without further order of the Court, the Parties to the Settlement Agreement may agree to reasonable extensions of time to carry out any of the provisions in the Settlement Agreement.
15. This Order may be endorsed in counterpart, electronically or by facsimile.



J.C.K.B.A

THE FOLLOWING PARTIES APPROVE THE FORM OF THIS ORDER AND CONSENT TO THE TERMS OF THIS ORDER:

CONSENTED TO this 10th day of December, 2025

BRANCH MACMASTER LLP

Per: 

Christopher Rhone/Jacqueline Palef
Counsel for the Defendant

CONSENTED TO this 10th day of December, 2025

JAMES H. BROWN & ASSOCIATES LLP

Per: 

Nicole K. Keeler
Class Counsel

CONSENTED TO this ____ day of December, 2025

NAPOLI SHKOLNIK CANADA

Per: _____

Adam Bordignon
Class Counsel

13. This Honourable Court will retain continuing jurisdiction over the Settlement for the purposes of implementing, interpreting and enforcing the Settlement Agreement and this Order subject to the terms and conditions set out in the Settlement Agreement and this Order.
14. On notice to the Court, but without further order of the Court, the Parties to the Settlement Agreement may agree to reasonable extensions of time to carry out any of the provisions in the Settlement Agreement.
15. This Order may be endorsed in counterpart, electronically or by facsimile.

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CONSENTED TO this ____ day of December, 2025

BRANCH MACMASTER LLP

Per: _____

Christopher Rhone/Jacqueline Palef
Counsel for the Defendant

CONSENTED TO this ____ day of December, 2025

JAMES H. BROWN & ASSOCIATES LLP

Per: _____

Nicole K. Keeler
Class Counsel

CONSENTED TO this 09 day of December, 2025

NAPOLI SHKOLNIK CANADA

Per: _____


Adam Bordinon

Class Counsel

Schedule "A"

CLASS ACTION SETTLEMENT AGREEMENT

Made as of August 12, 2025

BETWEEN

**JOSHUA SOMERS and MICHAEL WHALEN
as REPRESENTATIVE PLAINTIFFS**

(the "Plaintiffs")

-and-

ATCO GAS AND PIPELINES LTD

(the "Defendant")

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1. PREAMBLE AND RECITALS

This Settlement Agreement is made and entered into this 12 day of August, 2025 by the Plaintiffs in the within proceeding (the "Action") on their own behalf and in their capacity as representative plaintiffs of the Class (as defined below), and the Defendant, by and through their counsel, providing for the settlement of all claims asserted or which could have been asserted against the Defendant by the Plaintiffs in the Action, pursuant to the terms and conditions set forth herein, subject to the approval of the Court as set forth herein;

WHEREAS, the Defendant denies any liability or wrongdoing and further deny that the Plaintiffs and Class Members have any justifiable claim for relief or that they have any liability to the Plaintiffs, or Class Members, and assert that they have numerous meritorious affirmative defences to the claims advanced by the Plaintiffs and Class Members;

WHEREAS, the Defendant asserts that they would vigorously defend the Action if the Plaintiffs continued the Action against them;

WHEREAS, the Action has been certified by Order of the Honourable Justice Michalyshyn granted May 23, 2019;

WHEREAS, extensive arm's length settlement negotiations have taken place between Plaintiffs' Counsel and Counsel for the Defendant, including a mediation before Perry Mack on February 25, 2025;

WHEREAS, as a result of these settlement negotiations, the Parties have entered into this Settlement Agreement, which embodies all the terms and conditions of the settlement between the Defendant and the Plaintiffs, subject to approval of the Court;

WHEREAS, the Parties intend by this Settlement Agreement to resolve all past, present, and future claims of the Plaintiffs and all Class Members;

WHEREAS, the Parties shall seek an Order from the Court dismissing the Action, failing which Order this Settlement Agreement shall be void;

WHEREAS, the Defendant has agreed to pay the Settlement Amount for the benefit of the Class;

WHEREAS, the Parties agree that neither this Settlement Agreement nor any document relating thereto, nor any action taken to carry out this Settlement Agreement, shall be offered in evidence in any action or proceeding or in any court, administrative agency or other tribunal in Canada or elsewhere in the world for any purpose whatsoever other than to give effect to and enforce the provisions of this Settlement Agreement or to seek court approval of the Settlement Agreement;

WHEREAS, the Plaintiffs and their counsel have reviewed and fully understand the terms of this Settlement Agreement and, based on their analysis of the facts and law applicable to the Plaintiffs' claims, and having regard to the burden and expense in prosecuting the Action, including the risks and uncertainties associated with protracted litigation, trials and appeals, the Plaintiffs and Class Counsel have concluded that this Settlement is fair, reasonable and in the best interests of the Plaintiffs and the Class Members they seek to represent;

WHEREAS, the Defendant has similarly concluded that this Settlement Agreement is desirable in order to avoid the time, risks and expense of defending protracted litigation, and to resolve finally and completely the pending and potential claims of the Class Members;

NOW THEREFORE, in consideration of the covenants, agreements, and releases set forth herein and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties, by their respective counsel, **AGREE AS FOLLOWS**:

2. DEFINITIONS

The following terms, as used in this Settlement Agreement and its Exhibits, shall have the meanings set forth below. Terms used in the singular shall be deemed to include the plural, and vice versa. Feminine pronouns and female references shall be deemed to include masculine, and vice versa, where appropriate.

2.1 **"Action"** means the within class action commenced in the Court of King's Bench of Alberta, bearing Court File No. 1703 02448;

2.2 **“Administrative Costs”** means settlement administration costs of the Claims Administrator to be agreed to by the Parties and appointed by the Court to administer the Settlement Amount in accordance with the provisions of the Settlement Agreement and the Individual Payments Distribution Protocol;

2.3 **“Alleged Conduct”** means the Defendant’s alleged acts, omissions or other conduct, based on any theory of liability, whether in negligence, nuisance, breach of statute, or any other basis whatsoever, for which the Defendant was allegedly liable to any person, as alleged in the Action, or which could have been alleged in the Action.

2.4 **“Approval Hearing”** means the hearing at which the Parties to the Action will seek the approval of the Court of the Settlement Agreement;

2.5 **“Approval Hearing Notice”** means the court-approved notice that advises Class Members of the Proposed Settlement Approval Hearing as more particularly detailed in Exhibit “A”;

2.6 **“Approval Hearing Notice Order”** means the Order of the Court that appoints the Claims Administrator and approves the Approval Hearing Notice and Notice Plan as more particularly described in Sections 3 and 4 herein and which is attached as Exhibit “B”;

2.7 **“Approval Hearing Notice Plan”** means the plan for disseminating the Approval Hearing Notice that shall be pursuant to the protocols outlined in Exhibit “C” or in such other form as agreed to by the Parties and as may be approved by the Court;

2.8 **“Approval Order”** means the Order of the Court that approves this Settlement Agreement, and which is attached as Exhibit “D”;

2.9 **“Approved Claims”** shall mean the Claims of Class Members that have been approved for payment(s) by the Claims Administrator pursuant to the Individual Payments Distribution Protocol as more particularly detailed in Exhibit “E”;

2.10 **“Claim”** means a claim made by or on behalf of a Claimant for compensation pursuant to the Settlement Agreement;

2.11 **“Claimant”** means a Class Member who has submitted a Claim Package within the Claim Period;

2.12 **“Claim Notice”** means the Court-approved notice that advises Class Members of the Court Approval of the Settlement Agreement and the procedure for making a Claim, as provided for in Section 4 and Exhibit “F”;

2.13 **“Claim Notice Date”** means the date upon which the Claim Notice is first published in any of the publications and/or websites identified in Exhibit “G”;

2.14 **“Claim Notice Plan”** means the plan for disseminating the Claim Notice that shall be pursuant to the protocols outlined in Exhibit “G” or in such other form as may be approved by the Court;

2.15 **“Claim Package”** means all the materials required to be submitted in order for a Claim to be considered, as defined and described more particularly in Exhibit “H”;

2.16 **“Claim Period”** means the period set by the Court for Class Members to make a claim;

2.17 **“Claims Administrator”** means the person agreed to by the Parties and appointed by the Court to administer the Settlement Amount in accordance with the provisions of the Settlement Agreement and the Individual Payments Distribution Protocol;

2.18 **“Class” or “Class Members”** means, for the purposes of this Settlement, all:

- i. Resident homeowners,
- ii. Non-resident homeowners,
- iii. Resident and non-resident family members of homeowners,
- iv. Building owners,
- v. Tenants, sub-tenants, occupiers, and,
- vi. Property insurers

of each residence and building, as applicable, within a 1/2 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 which were damaged or destroyed by the Explosion.

2.19 **"Class Counsel"** means the firms James H. Brown & Associates and Napoli Shkolnik Canada, and has the same meaning as "Plaintiffs' Counsel";

2.20 **"Class Counsel Fees"** means the legal fees, disbursements, and applicable taxes of Class Counsel, as approved by the Court;

2.21 **"Compensatory Payments"** means the amounts to be paid to Claimants with Approved Claims, the values of which shall be assessed and determined by the Claims Administrator in accordance with the Individual Payments Distribution Protocol (Exhibit "E"), subject to any of the limitations contained therein;

2.22 **"Court"** means the Court of King's Bench of Alberta;

2.23 **"CPA"** means the *Class Proceedings Act*, SA 2003, c C-16.5;

2.24 **"Day"** means calendar day as used herein for the purposes of calculating various time frames;

2.25 **"Defendant"** means Atco Gas and Pipeline Ltd.;

2.26 **"Deficiency Letter"** means the letter the Claims Administrator shall send to Claimants to advise of deficiencies in submitted Claim Packages and shall be in the form attached as Exhibit "I";

2.27 **"Effective Date"** means the date when a Final Order has been received from the Court approving this Settlement;

2.28 **"Final Order"** means a final judgment or order entered by the court in respect of the approval of this Settlement Agreement once the time to appeal such judgment or order has expired without any appeal being taken, if an appeal lies and there is a person with standing to appeal, or once there has been affirmation of the approval of this Settlement Agreement upon a final disposition of all appeals;

2.29 **“Individual Payments Distribution Protocol”** means the plan for distributing the Settlement Amount and accrued interest, in whole or in part, as more particularly detailed in Exhibit “E”, as approved by the Court;

2.30 **Notice of Claims Procedure** means any form or forms of notice, agreed to by the Parties, or such other form or forms as may be approved by the Courts, which informs the Class of:

2.30.1 The approval of this Settlement Agreement; and

2.30.2 The process by which the Class Members may apply to obtain compensation from the Settlement Amount.

2.31 **Notices** means

2.31.1 Notice of Settlement Approval Hearing;

2.31.2 Notice of Claims Procedure;

2.31.3 Notice of termination of this Settlement Agreement if it is terminated or otherwise terminated by Court order; and

2.31.4 Any other notice that may be required by the Court.

2.32 **“Opt-Out Claimant”** means a person who opted-out, in accordance with the requirements for opting-out, who would have been a Class Member had he or she not opted-out;

2.33 **“Party”** means any one of the Plaintiffs or Defendant and may be referred to herein collectively as “the Parties”;

2.34 **“Plaintiffs”** means Joshua Somers and Michael Whalen as class representatives;

2.35 **“Plaintiffs’ Counsel”** means the firms James H. Brown & Associates and Napoli Shkolnik Canada, and has the same meaning as “Class Counsel”;

2.36 **“Proceeding”** means any proceeding or enforcement process in any court or tribunal;

2.37 **Released Claims** mean any and all manner of claims, demands, actions, suits, causes of action, whether class, collective, individual or otherwise in nature, whether

personal or subrogated, damages whenever incurred, damages of any kind including compensatory, punitive or other damages, liabilities of any nature whatsoever, including interest, costs, expenses, (including Administration Expenses), 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 Releasors, 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 through the pendency of the Action, in respect of the Alleged Conduct or relating to any conduct alleged (or which could have been alleged) in the Action and future claims relating to continuing acts or practices that occurred during the pendency of the Action including, without limitation, any such claims which have been asserted, would have been asserted, or could have been asserted, directly or indirectly, whether in Canada or elsewhere, as a result of or in connection with the Alleged Conduct.

2.38 **"Releasees"** means the Defendant and, as applicable, each of its present and former parents, officers, directors, employees, stockholders, agents, attorneys, suppliers, distributors, reorganized successors, spin-offs, assigns, holding companies, related companies, subsidiaries, affiliates, joint ventures, partners, members, divisions, predecessors, servants, representatives, insurers and their successors, heirs, executors, administrators, trustees, insurers, and their related companies and respective subsidiaries and their agents, servants and employees, and assigns of each of the foregoing;

2.39 **"Settlement"** means the proposed settlement of the Action, as defined herein, pursuant to the terms set forth in this Settlement Agreement;

2.40 **"Settlement Agreement"** means this agreement, including all Exhibits hereto;

2.41 **"Settlement Amount"** means the amount of CAD \$3,000,000.00 to be paid by the Defendant to settle the claims of class members.

3. SETTLEMENT APPROVAL

3.1 The Parties shall use their best efforts to effectuate this Settlement Agreement, including obtaining the approval of the Court, and to secure the prompt, complete and final dismissal, with prejudice, of the Action.

3.2 At a time mutually agreed to by the Plaintiffs, the Defendant after this Settlement Agreement is executed, the Plaintiffs shall bring an application before the Court for the purposes of approving the Notice of Certification and the Approval Hearing Notice.

3.3 The Approval Hearing Notice shall be in the form set out in Exhibit "A" and shall be disseminated pursuant to the protocols outlined in Exhibit "C" or in such other form as may be agreed by the Parties and approved by the Court.

3.4 All written objections to the Settlement must be provided with reason for the objection to Class Counsel, prior to the deadline set out in the Approval Hearing Notice. Class Counsel shall collect all written objections to the Settlement with reasons for the objections, received prior to the deadline set out in the Approval Hearing Notice and shall file all such objections with the Court and provide copies to Counsel for the Defendant.

3.5 Following dissemination of the Approval Hearing Notice, the Parties shall move for the Approval Order from the Court.

3.6 It is a material term of this Settlement Agreement that the Plaintiffs and Defendant must agree on the form and content of the orders to be sought and that the issued orders be as provided for in this Settlement Agreement or as otherwise agreed by the Parties. The form and content of the orders shall be considered a material term of this Settlement Agreement and the failure of any Court to approve the form and content of the orders substantially in the form agreed shall give rise to a right to terminate.

3.7 At least thirty (30) days in advance of the motion for settlement approval or such shorter period of time as the Parties may agree, Class Counsel shall provide the Defendant with drafts of the Notice of Motion and any supporting materials which are intended to be filed with the Court in support of these motions, for review and approval by the Defendant.

3.8 Until the first of the motions is brought, the Parties shall keep all the terms of this Settlement Agreement, and any information or documents related thereto, confidential and shall not disclose them without prior written consent of counsel of the Parties, except as required for the purpose of financial reporting or the preparation of financial records (including tax returns and financial statement) or as otherwise required by law.

3.9 The fact of this settlement and this Settlement Agreement may not be used in any other proceedings to assert or suggest liability against the Defendant or any other person.

4 EFFECT OF NON-APPROVAL AND AMENDMENT TO SETTLEMENT AGREEMENT

4.1 In the event the Court does not approve the Settlement Agreement in its entirety, the Parties reserve for themselves the right to amend this Settlement Agreement and any such amendment shall be in writing.

4.2 If this Settlement Agreement is not approved by the Court:

- (a) this Settlement Agreement shall be null and void and shall have no force or effect and no Party to this Settlement Agreement shall be bound by any of its terms except those of this paragraph; and
- (b) this Settlement Agreement, and all negotiations, statements and proceedings relating to this Settlement Agreement shall be without prejudice to the rights of all Parties, all of whom shall be restored to their respective positions existing immediately before this Settlement Agreement.

4.3 The Parties agree that whether or not it is approved by the Court, this Settlement Agreement and the fact of its negotiation and execution shall not constitute any admission by the Defendant or be used against the Defendant for any purpose in this or any other proceeding in Canada or elsewhere in the world and, without limiting the generality of the foregoing, this Settlement Agreement and the fact of its negotiation and execution shall not constitute an admission or be used by anyone (whether or not a party to these proceedings) in an effort to establish any of the alleged facts, or the jurisdiction of the Canadian courts over any foreign party.

5 SETTLEMENT AGREEMENT EFFECTIVE

5.1 This Settlement Agreement shall become effective on the Effective Date, unless otherwise expressly provided herein.

6 COMPENSATION SUMMARY

6.1 Pursuant to this Settlement Agreement, and subject to its terms and conditions, including approval by the Court, the Defendant agrees to pay the Settlement Amount in full and final settlement of the Released Claims, contingent upon the dismissal with prejudice of the Action.

6.2 Class Members may make one claim in accordance with the compensation categories as set out in Exhibit "E" (the "Individual Payments Distribution Protocol"). All claims will be individually assessed.

6.3 Regardless of the amount of the Individual Payments, the Defendant will pay no more than \$3,000,000.00 to satisfy the claims of the Class Members.

6.4 The Settlement Amount shall be payable at the end of the proceedings following the decision of the Claims Administrator in accordance with the Individual Payments Distribution Protocol.

6.5 If the combined amount of the Individual Payments exceeds the Settlement Amount, the Class Members will receive a pro rata share of their Individual Payments as set out in Exhibit "E".

6.6 In accordance with Exhibit "E", excess funds in one level can be applied to a deficiency in any other level.

6.7 The Defendant will issue the Settlement Amount into a fund from which a Claims Administrator will make payments to the Class Members in accordance with Exhibit "E".

6.8 The Settlement Amount shall be the whole amount which the Defendant shall pay to settle the claims of the Class Members, inclusive of administration and notice costs.

6.9 The Defendant will not incur any taxes, liabilities, obligations, or responsibility regarding the investment, payment or distribution of the settlement fund or monies deposited into it.

6.10 None of the Releasees shall have any obligation to pay any amount other than the Settlement Amount, Administrative Costs, for any reason, or in furtherance of this Settlement Agreement.

6.11 When the Defendant pays the Settlement Amount, Class Counsel will receive it in trust in full satisfaction of all payment obligations under the Settlement Agreement and in full satisfaction of the Released Claims against the Releasees.

6.12 On receipt of the Settlement Amount, Class Counsel will deposit it into a trust account. Class Counsel shall not pay out all or part of the monies in the trust account, except in accordance with this Settlement Agreement, or in accordance with an order of the Court obtained after the notice to the Defendant, and in any event, after all appeal rights have either been lapsed or exhausted.

6.13 Class Counsel shall bear all risks related to the investment of the monies in the trust account. The Defendant shall not have any responsibility, financial obligations or liability whatsoever with respect to the investment, distribution or administration of monies in the trust account including but not limited to, Class Counsel Fees and any responsibility, financial obligation or liability as a result of any decrease or depreciation of the value of the trust account, however, caused, including but not limited to, a decrease or depreciation in the value of any investments purchased and/or held in the trust account.

6.14 All funds held by Class Counsel shall be considered to be in *custodial legis* of the Court and shall remain subject to the jurisdiction of the Court until such time as such funds have been distributed to this Settlement Agreement and/or further order of the Court.

6.15 Class Counsel hereby indemnifies, defends and holds harmless the Defendant and its respective directors, officers and employees from and against any harm or injury suffered by reason of the use, erroneous disbursement, or any other action taken or failure to act by Class Counsel with the Settlement Amount or monies in trust not strictly

in accordance with the provisions of the Settlement Agreement or any implementing order of the Courts.

7 PAYMENT SCHEDULE

7.1 Class Counsel shall directly fund the costs associated with implementing the Approval Hearing Notice Plan as they come due. Class Counsel is entitled to be reimbursed for these costs from the Settlement Amount following the Final Order.

7.2 After making the payments set out in Section 7.1, Class Counsel shall pay to the Claims Administrator all remaining funds and the Claims Administrator shall deposit the remaining balance of the Settlement Amount into a single interest-bearing account, from which the Compensatory Payments shall be made, in accordance with the Individual Payments Distribution Protocol, Exhibit "E".

7.3 Within ninety (90) days following the final adjudication of all submitted Claims, on notice to all Parties, the Claims Administrator shall distribute Compensatory Payments to all Claimants with Approved Claims, subject to any *pro rata* reductions as may be required based on the number and value of all Approved Claims and the money remaining from the Settlement Amount.

8 WAIVER OF LIMITATION DEFENCE

8.1 Subject to Court approval, for the purposes of making a Claim under this Settlement Agreement, no Claimant shall be considered ineligible to receive Compensatory Payment on the basis of any statute of limitation, prescription period or any other limitation or prescription defence, including tolling of any applicable statute of limitation.

9 NOTICE TO THE CLASS, ADMINISTRATION, AND IMPLEMENTATION

9.1 The Class shall be given the Notices as directed by the Court.

9.2 No claims may be made after expiry of the Claims Period.

9.3 Claims administration is to be performed by the Claims Administrator.

9.4 Notice costs and Administrative Costs are to be paid by Class Counsel as they become due and reimbursed from the Settlement Amount.

9.5 The Plaintiffs will obtain quotes from class action administrators as they see fit for the role of Claims Administrator. After receipt of the quotes, the Plaintiffs will make a recommendation for Claims Administrator to the Defendant. If the Defendant disagrees with the recommendation, the Parties are at liberty to see direction from the Court.

9.6 The Claims Administrator and any person appointed to assist in the administration of the Settlement must sign and adhere to a confidentiality statement, in a form satisfactory to the Parties, by which it agrees to keep confidential any information concerning Claimants, Class Members, the Defendant, and the Claims Administrator shall institute and maintain procedures to ensure that the identity of all Claimants, and Class Members, and all information regarding their Claims and submissions will be kept strictly confidential and will not be provided to any person except as may be provided for in this Settlement Agreement or as may be required by law.

9.7 The Claims Administrator shall be required to administer all monies payable under the Settlement Agreement, except as specifically provided for herein, and to process all Claim Packages and adjudicate all Claims in accordance with this Settlement Agreement.

9.8 The Claims Administrator shall invest all funds in its possession under this Settlement Agreement pursuant to the investment standards and authorized investments provided for in Section 3 of the *Trustee Act* R.S.A. 2000, c. T-8 with a Chartered Canadian Bank.

9.9 All interest earned on the Settlement Amount, once paid by the Defendant to the Claims Administrator, shall be added to and treated in the same manner as the Settlement Amount. All taxes payable on any interest which accrues in the relation to the Settlement Amount shall be paid by the Claims Administrator from the Settlement Amount as may be required by law. The Claims Administrator shall take all reasonable steps to minimize the imposition of taxes upon the Settlement Amount and shall be responsible for any and all tax reporting and payment requirements arising from this Settlement, including all interest income earned by the Settlement Amount, all such tax payments to be made by the Claims Administrator from the Settlement Amount.

9.10 The Claims Administrator shall be subject to removal by the Court for cause, on a motion by any Party on reasonable notice to all other Parties and the Claims Administrator.

9.11 In the event that the Claims Administrator is unable to continue to act for any reason, the Parties shall propose a substitute Claims Administrator, whose appointment shall be subject to the approval of the Court.

9.12 The Claims Administrator shall determine the eligibility of all Claims submitted by or on behalf of Class Members and shall determine the amounts payable in respect of all Approved Claims, all in accordance with the Individual Payments Distribution Protocol (Exhibit "E") and will report to Class Counsel and Counsel for the Defendant, the number of claims received.

9.13 The Claims Administrator shall determine the eligibility of each class member, and the level of compensation to which each is entitled.

9.14 Following the review of the Claim and accompanying documents, Exhibit "E" to this Settlement Agreement, the Claims Administrator shall adjudicate the claim of the Class Member and the level of compensation to which each is entitled. The decision of the Claims Administrator is final and binding and there shall be no right of appeal or other recourse to any court or tribunal from the decision.

9.15 No Proceeding shall be commenced or continued against the Claims Administrator except with the written consent of the Claims Administrator or with leave of the Court.

10 OPT OUTS

10.1 If a Class Member opted out of the Class he or she is not entitled to any relief under this Settlement Agreement.

10.2 Any persons who did not opt out in accordance with the Order of Justice Michalyshyn granted May 23, 2019, are barred from commencing an action against the Defendant at a later date.

11 RELEASE OF RELEASEES

11.1 Upon the Effective Date, and for consideration provided in this Settlement Agreement, each Class Member, who is not an Opt-Out, will fully, finally and forever release, relinquish, acquit and discharge the Releasees from and for the Released Claims, and shall not now or hereafter institute, maintain, or assert on their own behalf, on behalf of the Class, or on behalf of any other person or entity, any Released Claim or Released Claims.

11.2 Without limiting any other provision herein, upon the Effective Date, each Class Member who is not an Opt-Out, whether or not he or she submits a claim, or otherwise receives an award, will be deemed by the Settlement Agreement completely and unconditionally to have released and forever discharged the Releasees from all Released Claims.

11.3 The Parties agree that, upon the Effective Date, each Class Member who is not an Opt-Out, whether or not he or she submits a claim or otherwise receives an award, will be forever barred and enjoined from continuing, commencing, instituting, or prosecuting any action, litigation, investigation, or other proceeding in any court of law or equity, arbitration, tribunal, proceeding, governmental forum, administrative forum, or any other forum, directly, representatively, or derivatively, asserting against any of the Releasees any Released Claims.

11.4 The release contemplated in this section shall be considered a material term of this Settlement Agreement and the failure of the Court to approve the release contemplated herein shall give rise to a right of termination by the Defendant.

12 DISMISSAL OF THE ACTION

12.1 Class Counsel shall bring such motions as are necessary to dismiss the Action with prejudice and without costs as against the Defendant.

12.2 Upon the Effective Date, each Class Member who has not opted out of the Action shall be deemed to irrevocably consent to the dismissal of the Action, without costs and with prejudice.

13 TERMINATION

13.1 This Settlement Agreement may be terminated by the Plaintiffs or Defendant if:

- (a) The releases and covenants contemplated in Section 12 are not abided by;
- (b) the form and content of any of the orders departs materially from the form and content of the orders as agreed upon by the Plaintiffs and the Defendant;
- (c) the form and content of any of the Orders approved by the Courts departs materially from the form and content of the orders agreed upon by the Plaintiffs and the Defendant;
- (d) the court declines to approve this Settlement Agreement or any material term or part thereof;
- (e) the Court declines to dismiss the Action; or
- (f) the Court approves the Settlement Agreement in a materially modified form.

13.2 The Defendant, in its sole discretion, has the option to terminate this Settlement Agreement in the event that the releases and covenants are not complied with.

13.3 If this Settlement Agreement is not approved, is terminated in accordance with its terms or otherwise fails to take effect for any reason it shall be null and void, have no further force and effect, shall not be used as evidence or otherwise in litigation.

13.4 Any order, ruling or determination made by the Court with respect to Class Counsel Fees or the Individual Payments Distribution Protocol set out in Exhibit "E" shall not be deemed to be a material modification of all, or part of this Settlement Agreement and shall not provide any basis for the termination of this Settlement Agreement.

13.5 In the event this Settlement Agreement is terminated in accordance with its terms:

- (a) the Parties will be restored to their respective positions prior to the execution of this Settlement Agreement;

- (b) this Settlement Agreement shall be null and void and will have no further force and effect and no effect on the rights of the Parties except as specifically provided for herein;
- (c) this Settlement Agreement, and all negotiations, statements and proceedings relating to this Settlement Agreement shall be without prejudice to the rights of all Parties, all of whom shall be restored to their respective positions existing immediately before this Settlement Agreement; and
- (d) The Parties agree that whether or not it is approved by Court, this Settlement Agreement and the fact of its negotiation and execution shall not constitute any admission by the Defendant or be used against the Defendant for any purpose in this or any other proceeding in Canada or elsewhere in the world and, without limiting the generality of the foregoing, this Settlement Agreement and the fact of its negotiation and execution shall not constitute an admission or be used by anyone (whether or not a party to these proceedings) in an effort to establish any of the alleged facts, the jurisdiction of the Canadian courts over any foreign party or the certification of these or other proceedings in any province.

13.6 Notwithstanding the provisions of Section 13.5, if this Agreement is terminated, the provisions of this Section and Sections 2, 15.1, 16.9 and the Recitals and Definitions applicable thereto, shall survive termination and shall continue in full force and effect.

13.7 Following termination of the Settlement Agreement, Class Counsel shall return to the Defendant the Settlement Amount plus all accrued interest thereon, within thirty (30) business days of termination in accordance with this Settlement Agreement.

13.8 The Plaintiffs and Defendant expressly reserve all of their respective rights if this Settlement Agreement is terminated.

14 CLASS COUNSEL'S FEES AND DISBURSEMENTS

14.1 At the time of the Settlement Approval Hearing, Class Counsel shall seek approval of their fees, disbursements and applicable taxes in accordance with their retainer agreements with the Plaintiffs.

15 NO ADMISSION OF LIABILITY

15.1 The Parties agree that, whether or not this Settlement Agreement is finally approved or is terminated, this Settlement Agreement and anything contained herein, and any and all negotiations, documents, discussions and proceedings associated with this Settlement Agreement, and any action taken to carry out this Settlement Agreement, shall not be deemed, construed, or interpreted to be an admission of any violation of any statute or law, or any wrongdoing or liability by the Releasees, or the truth of any of the claims or allegations made in the Action.

16 MISCELLANEOUS

16.1 The Parties may apply to the Court for direction in respect of the interpretation, implementation and administration of this Settlement Agreement.

16.2 All motions contemplated by this Settlement Agreement shall be on notice to the Parties. There shall be no costs to any party.

16.3 Amendments to the Settlement Agreement

- (a) Where the Parties agree that an amendment is necessary to the Settlement Agreement, a motion may be brought on consent to the Court for the purpose of approving said amendment to the terms of this Settlement Agreement.

16.4 Construction of Agreement

- (a) Except as set out herein with respect to the Individual Payments Distribution Protocol, this Settlement Agreement shall be deemed to have been mutually prepared by the signatories hereto and shall not be construed against any of them solely by reason of authorship.
- (b) The headings used in this Settlement Agreement are intended for the convenience of the reader only and shall not affect the meaning or interpretation of this Settlement Agreement.

16.5 Entire Agreement

- (a) This Settlement Agreement constitutes the entire agreement between the Parties pertaining to the subject matter hereof, and supersedes all prior understandings, representations, negotiations, discussions, and agreements, either oral or written, which may have occurred prior to the execution of this Settlement Agreement. There are no other representations between the Parties in connection with the subject matter of this Settlement Agreement except as specifically set forth herein and none have been relied upon by the Parties in entering into this Settlement Agreement.

16.6 Ongoing Authority

- (a) Following the Final Order, the Court will retain exclusive jurisdiction over the Action, and over all Parties named or described herein, as well as all Class Members.
- (b) Following the Final Order, the Court will also retain exclusive jurisdiction over this Settlement Agreement to ensure that all payments and disbursements are properly made, and to interpret and enforce the terms, conditions and obligations of this Settlement Agreement.

16.7 Applicable Law

- (a) The Settlement Agreement shall be governed by and construed and interpreted in accordance with the laws of the Province of Alberta.

16.8 Communication with Class Members

- (a) All written communications from the Claims Administrator to Class Members shall be made by regular mail or email where available to such Class Member's last mailing address provided by the Class Member to the Claims Administrator. Class Members shall keep the Claims Administrator apprised of their current mailing address and email address.

16.9 Confidentiality of and Access to Class Member Information

- (a) Any information provided by or regarding a Class Member or otherwise obtained pursuant to this Settlement Agreement shall be kept strictly confidential and shall not be disclosed, except to appropriate persons to the extent necessary to process claims, and/or to provide benefits under this Settlement Agreement, or as otherwise expressly provided in this Settlement Agreement. All Class Members shall be deemed to have consented to the disclosure of all this information for these purposes.
- (b) Class Counsel and counsel for the Defendant shall have access to all information maintained by the Claims Administrator regarding Class Members, and the processing and payment of claims.

16.10 Notices

- (a) All communications to be provided pursuant to or in connection with this Settlement Agreement shall be in writing and shall be delivered personally or sent by overnight delivery service, costs prepaid to the Parties at the addresses set forth below, or to such other individuals and addresses as Class Counsel or the Defendant may designate from time to time.

If to Class Counsel:

JAMES H. BROWN AND ASSOCIATES

2400 Sun Life Place
10123 – 99 Street
Edmonton, Alberta T5J 3H1

Attention: Nicole K. Keefer

- and-

NAPOLI SHKLONIK CANADA

Plaza 1000, Suite 400
1000 - 7 Avenue S.W.
Calgary, AB T2P 5L5

Attention: Clint Docken, K.C.

If to the Defendant's Counsel:

BRANCH MACMASTER LLP

777 Hornby Street #1410,
Vancouver, BC V6Z 1S4

Attention: Christopher Rhone/Ruby Egit
Counsel for the Defendant

16.11 Confidentiality

- (a) The Parties agree that no public statements shall be made regarding the Action or its settlement, which are in any way inconsistent with the terms of the Settlement Agreement. In particular, the Parties agree that any public statements regarding this Action will indicate clearly that the settlement has been negotiated, agreed and approved by the Court of King's Bench Alberta without any admissions or findings of liability or wrongdoing, and without any admissions or conclusions as to the truth of any of the facts alleged in the Proceedings, all of which are specifically denied.
- (b) The Parties and their counsel agree that when commenting publicly on the Action settled pursuant to this Settlement Agreement, they shall,

except as may be required by law or for the Defendant to meet their business needs, decline to comment in a manner that places the conduct of any Party in a negative light or reveals anything said during the settlement negotiations.

16.12 Interpretation of Agreement

- (a) All disputes relating to the proper interpretation of this Settlement Agreement shall be resolved by application to the Court.

16.13 Execution and Processing of Settlement Agreement

- (a) The Parties and their respective counsel shall expeditiously do all things as may be reasonably required to give effect to this Settlement Agreement.
- (b) The Parties agree that this Settlement Agreement may be executed by their respective counsel.
- (c) The Parties agree that this Settlement Agreement may be executed in counterparts, each of which shall be deemed to be an original for all purposes and executed counterparts taken together shall constitute the complete Settlement Agreement.

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

NICOLE K. KEELER



James H. Brown & Associates
Class Counsel

CLINT G. DOCKEN K.C.



Napoli Shkolnik Canada
Class Counsel

CHRISTOPHER RHONE/RUBY EGIT



Branch MacMaster LLP
Counsel for the Defendant

**ATCO GAS AND PIPELINES LTD. CLASS ACTION
NOTICE OF PROPOSED SETTLEMENT**

Your rights might be affected if you were a resident, tenant, homeowner, building owner or property insurer of residences or buildings within a ½ kilometer radius of the residence located at 118 Clenell Crescent, Fort McMurray, as of the date of an explosion on May 17, 2016.

ATCO Gas and Pipelines Ltd. have agreed to pay CDN \$3,000,000.00 to resolve all claims to have occurred as a result the explosion on May 17, 2016.

The proposed settlement must be approved by the Court. An application to approve the settlement will be heard in Edmonton, Alberta on _____, 2025 at _____.

Proposed Distribution of the Settlement Funds

At the settlement approval hearing, the Alberta Court will be asked to approve a protocol for distribution of the settlement funds. Visit [www. _____](http://www._____.) for more information. After the approval hearing, a further notice will be distributed regarding the process and deadline for filing a claim. To ensure that you receive this notice, please register online at [www. _____](http://www._____.).

Objecting.

If you wish to object to the settlement, you must send a written objection to Class Counsel. by _____, 2025. Visit [www. _____](http://www._____.) for more information.

The law firms of James H. Brown & Associates LLP and Napoli Shkolnik Canada are Class Counsel. At the court application, Class Counsel will request approval of legal fees, disbursements and GST.

QUESTIONS? VISIT [www. _____](http://www._____.).

Email: or call 1-800 _____

COURT FILE NUMBER 1703 02448

COURT COURT OF KING'S BENCH OF
ALBERTA

JUDICIAL CENTRE EDMONTON

PLAINTIFF(S) JOSHUA SOMERS and MICHAEL
WHALEN as REPRESENTATIVE
PLAINTIFFS

DEFENDANT(S) ATCO GAS AND PIPELINE LTD.

Clerk's Stamp

DOCUMENT **Approval Hearing Notice Order**

ADDRESS FOR SERVICE Nicole K. Keeler
AND CONTACT James H. Brown and Associates
INFORMATION OF 2400 Sunlife Place
PARTY FILING THIS 10123 99 Street
DOCUMENT Edmonton, Alberta T5J 3H1
Tel: (780) 428-0088
Fax: (780) 428-7788

Clint Docken, K.C.
Napoli Shklonik Canada
Plaza 1000, Suite 400
1000 – 7 Avenue S.W.
Calgary, AB T2P 5L5
Tel: 1-888-531-0675
Fax: (587)-842-5202

DATE ON WHICH ORDER WAS PRONOUNCED:

NAME OF JUDGE WHO MADE THIS ORDER:

LOCATION WHERE ORDER WAS PRONOUNCED: Edmonton

UPON THE APPLICATION filed by the Plaintiffs, Joshua Somers and Michael Whalen; **AND
UPON READING** the Affidavit of Joshua Somers and Affidavit of Michael Whalen, sworn
_____ ; **AND UPON HEARING** submissions from counsel;

IT IS HEREBY ORDERED THAT:

1. The Approval Hearing Notice is approved and is to be substantially in the form attached hereto as Schedule “A”.
2. The Notice Plan for dissemination of the Approval Hearing Notice to putative settlement class members (the “Notice Plan”) is approved and is to be substantially as set out in the Notice Plan attached hereto as Schedule “B”;
3. The Approval Hearing Notice shall be disseminated in accordance with the Notice Plan;
4. MNP Ltd. is hereby appointed as the Claims Administrator pursuant to Section 2.17 of the Class Action Settlement Agreement;
5. No proceedings shall be commenced or against the Claims Administrator, except with the written consent of the Claims Administrator or with leave of this Honourable Court;
6. For purposes of administration and enforcement of this Order, this Honourable Court will retain an ongoing supervisory role and MNP Ltd. acknowledges and attorns to the jurisdiction of this Honourable Court solely for the purpose of implementing, administering and enforcing this Order.

J.C.K.B.A.

Approval Hearing Notice Plan

A. Notice by Mail and Email

1. The Claims Administrator, within 45 days of the grant of the Approval Hearing Notice Order, shall mail the Approval Hearing Notice to each mailing address of record for putative members of the Class and will email the Approval Hearing Notice to all putative members of the Class for whom valid email addresses are known to Class Counsel.

B. Newspaper Notice

2. The Approval Hearing Notice will, within 45 days of the grant of the Approval Hearing Notice Order, be published once in the following papers:
 - a. *Fort McMurray Today*
 - b. *Edmonton Journal*
 - c. *Edmonton Sun*

C. Class Counsel Notice

3. The Approval Hearing Notice shall be placed on the respective websites of Class Counsel.

COURT FILE NUMBER	1703 02448
COURT	COURT OF KING'S BENCH OF ALBERTA
JUDICIAL CENTRE	EDMONTON
PLAINTIFF(S)	JOSHUA SOMERS and MICHAEL WHALEN as REPRESENTATIVE PLAINTIFFS
DEFENDANT(S)	ATCO GAS AND PIPELINE LTD.
DOCUMENT	Approval Order
ADDRESS FOR SERVICE AND CONTACT INFORMATION OF PARTY FILING THIS DOCUMENT	<p>Nicole K. Keeler James H. Brown and Associates 2400 Sunlife Place 10123 99 Street Edmonton, Alberta T5J 3H1 Tel: (780) 428-0088 Fax: (780) 428-7788</p> <p>Clint Docken, K.C. Napoli Shklonik Canada Plaza 1000, Suite 400 1000 – 7 Avenue S.W. Calgary, AB T2P 5L5 Tel: 1-888-531-0675 Fax: (587)-842-5202</p>

DATE ON WHICH ORDER WAS PRONOUNCED:

NAME OF JUDGE WHO MADE THIS ORDER:

LOCATION WHERE ORDER WAS PRONOUNCED: Edmonton

ON THE APPLICATION of the Plaintiffs; and hearing the submissions of Counsel for the Plaintiffs and the Defendant and upon reading the pleadings and materials filed, and on being advised that the Plaintiffs and the Defendants have entered into a settlement agreement dated _____, 2025 (the "**Settlement Agreement**"); and on being advised that the Plaintiffs and the Defendants consent to this Order;

THIS COURT ORDERS that:

1. The Settlement Agreement, as attached at **Schedule "A"** is incorporated into this Order in its entirety and forms part of this Order, and the definitions in the Settlement Agreement shall be applied in interpreting this Order.
2. In the event of a conflict between this Order and the Settlement Agreement, this Order shall prevail.
3. The Settlement Agreement is fair, reasonable and in the best interests of the Class and is hereby given final approval pursuant to section 35 of the *Class Proceedings Act*, SA 2003, c 0-16.5 and shall be implemented in accordance with its terms and the terms of this Order.
4. This Order, including the Settlement Agreement, is binding upon each such Class Member including those persons who are minors or mentally incapable and the requirements of Rules 2.11 and 2.19 of the *Alberta Rules of Court* are dispensed with in respect of this proceeding.
7. Upon the Effective Date, the Releasees are forever, finally and absolutely released by the Class Members from the Released Claims.
8. Upon the Effective Date, Class Members are barred from making any claims or taking or continuing any proceeding arising out of, or relating to, the Released Claims, except as otherwise expressly provided for in the Settlement Agreement, against any Releasee or other person, corporation or entity that might claim damages and/or contribution and indemnity or other relief against any of the Defendants.
9. This Honourable Court will retain continuing jurisdiction over the Settlement for the purposes of implementing, interpreting and enforcing the Settlement Agreement and this Order subject to the terms and conditions set out in the Settlement Agreement and this Order.
10. On notice to the Court, but without further order of the Court, the Parties to the Settlement Agreement may agree to reasonable extensions of time to carry out any of the provisions in the Settlement Agreement.
11. This Order may be endorsed in counterpart, electronically or by facsimile.

J.C.K.B.A

THE FOLLOWING PARTIES APPROVE THE FORM OF THIS ORDER AND CONSENT TO THE TERMS OF THIS ORDER:

CONSENTED TO this ____ of ____, 2025

BRANCH MACMASTER LLP

Per: _____
Christopher Rhone
Counsel for the Defendant

CONSENTED TO this ____ of ____, 2025

JAMES H. BROWN & ASSOCIATES

Per: _____
Nicole K. Keeler
Class Counsel

CONSENTED TO this ____ of _____ 2025

NAPOLI SHKOLNIK CANADA

Per: _____
Clint G. Docken, K.C.
Class Counsel

Schedule "A"**1. Summary**

Category	Amount
A. Insured Losses	\$2,379,109.17
B. Losses Incurred by Uninsured Homeowners	\$202,538.97
C. Disruption	\$35,000.00
D. General Damages	\$150,000.00
E. Notice and Administration Costs and Honorarium	\$130,000.00
F. Taxable Costs and Disbursements	\$103,351.86
G. TOTAL	\$3,000,000.00

*Compensation unclaimed in one category can be applied to any other category

2. Insured Losses

- a. Already properly documented and approved by Crawford; reduced for Actual Cash Value and discounted by 50% for litigation risk
- b. Maximum all-inclusive cap of **\$2,379,109.17**

3. Losses Incurred by Uninsured Homeowners

- a. Proof of expiry of homeowner's or tenant's insurance policy or completion of statutory declaration that the class member had no homeowner's or tenant's insurance on May 17, 2016;
- b. Properly documented and approved by Crawford including reduction for Actual Cash Value; discounted by 50% for litigation risk; maximum \$50,000.00 recoverable per class member;
- c. Insured homeowners who incurred costs associated with finalizing insurance settlement for their claim reduced by 50% for litigation risk; maximum \$50,000.00 recoverable per class member;
- d. Maximum all-inclusive cap of **\$202,538.97**

4. Disruption

- a. Maximum all-inclusive cap of **\$35,000.00.**

Criteria	Compensation Per Household Payable to the Homeowner(s)
Displaced from Home for More Than 1 Month	\$1,000.00

5. General Damages

- a. Supporting documentation required
- b. Reduced by 50% for litigation risk
- c. Maximum all-inclusive cap of **\$150,000.00**

Level	Compensation Per Class Member
I. Psychological Injury with proof of admittance into Rehabilitation Centre or hospital admission for more than 7 Days for the Psychological Injury	\$100,000.00 (Reduced by 50% for Litigation Risk = \$50,000.00)

6. Notice and Administration Costs

- a. Both MNP and Crawford

**ATCO GAS AND PIPELINES LTD. CLASS ACTION
NOTICE OF SETTLEMENT APPROVAL AND CLAIM PROCESS**

A settlement, which resolves the action in its entirety, has been approved by the Alberta Court in the class action relating to an explosion on May 17, 2016 that originated at 118 Clenell Crescent, Fort McMurray, Alberta.

The settlement provides \$3,000,000.00 CND to resolve claims (i.e. claims for property damage and psychological injuries).

Distribution of the Settlement Funds

The Alberta Court approved a protocol for the distribution of the Settlement Amount. Class Members can obtain additional information about the Distribution Protocol online at [website] or by calling 1-800 ____.

Claim Deadline

Class Members who wish to receive compensation from the Settlement Amount must submit a properly completed claim form with supporting documentation to the Claims Administrator MNP Ltd. online at www.____, no later than _____. If you do not have internet access, please call MNP Ltd. at 1-800_____.

QUESTIONS? VISIT www.____.

Email: _____ or call 1-800 _____

Claim Notice Plan

A. Notice by Mail and Email

1. The Claims Administrator, within 45 days of the grant of the Claim Notice Order, shall mail the Claim Notice to each mailing address of record for class members and will email the Claim Notice to all class members for whom valid email addresses are known.

B. Newspaper Notice

2. The Claim Notice will, within 45 days of the grant of the Claim Notice Order, be published once in the following papers:
 - a. *Fort McMurray Today*
 - b. *Edmonton Journal*
 - c. *Edmonton Sun*

C. Class Counsel Notice

3. The Claim Notice shall be placed on the respective websites of Class Counsel.

**ATCO GAS AND PIPELINE LTD.
CLASS ACTION SETTLEMENT CLAIM FORM**

No claims will be accepted without proper supporting documentation

Section 1 (A) – Class Member Identification (Homeowners or Tenants on May 17, 2016)

Class Member First Name: _____ Last Name: _____

Address: _____ P.O. Box _____

City : _____ Province: _____ Postal Code: _____

Phone Number: _____

Birth Date: Year _____ Month _____ Day _____

Date of Death (if applicable): Year _____ Month _____ Day _____

Attach a certified copy of the official death certificate

Section 1(A) – Class Member Identification (Insurer)

This section is to be complete only if submitting this form on behalf of an Insurance Company Class Member

Name of Insurance Company: _____

Insurance Company Representative First Name: _____ Last Name: _____

Name of Counsel (if Represented by Counsel): _____

Business Address: _____

City: _____ Province: _____ Postal Code: _____

Business Phone Number: _____ Fax Number: _____

Section 2 – Representative Claimant Identification

This section is to be completed only if you are submitting a claim as the Representative of a Class Member. You MUST provide proof of your authority to act as the representative of a Class Member:

I am applying on behalf of a Class Member who is:

☐ **A minor (under 18 years of age)**

Please enclose: (1) a copy of your authority to act (i.e. long-form birth certification, baptismal certificate, court order or other proof of guardianship); and (2) a completed Acknowledgement of responsibility (see Schedule 1).

☐ **A person under legal disability**

Please enclose a copy of your authority to act (i.e. power of attorney, etc.)

☐ **Deceased**

Please enclose a copy of your authority to act (i.e. will, court order, etc.)

Representative Claimant First Name: _____ Last Name: _____
Address: _____ P.O. Box _____
City : _____ Province: _____ Postal Code: _____
Phone Number: _____

Section 3 – Legal Representative Identification

This section is to be complete ONLY if a lawyer or agent is representing the Claimant. If you complete this section, all correspondence will be sent to your legal representative.

Name of Law Firm or Agency: _____
Lawyer's or Agent's First Name: _____ Last Name: _____
Business Address: _____
City: _____ Province: _____ Postal Code: _____
Business Phone Number: _____ Fax Number: _____

Section 4 – Losses Incurred by Uninsured Homeowners and Costs Associated with Finalizing Insurance Settlement for Insured Homeowners

A. If Uninsured Homeowner or Tenant on the date of loss (May 17, 2016):

1. Date of expiry of homeowner's or tenant's insurance policy: _____
2. Name of Insurance Company of previous homeowner's or tenant's insurance policy that was expired on the date of loss (May 17, 2016): _____
3. Policy Number: _____
4. Attach proof of expiry of homeowner's or tenant's insurance policy

B. If Insured Homeowner or Tenant on the day of loss (May 17, 2016) and You Incurred Costs Associated with Finalizing Insurance Settlement, list amounts and attach receipts:

1.	_____	\$ _____
2.	_____	\$ _____
3.	_____	\$ _____
4.	_____	\$ _____
5.	_____	\$ _____
6.	_____	\$ _____
7.	_____	\$ _____

Section 5 – Insured Losses

This section is to be completed only if submitting this form on behalf of an Insurance Company Class Member

	Names of Insured(s)	Policy #	Claim #	Amount Paid by Insurer	Crawford's Assessment
1.	_____	_____	_____	\$ _____	\$ _____
2.	_____	_____	_____	\$ _____	\$ _____
3.	_____	_____	_____	\$ _____	\$ _____
4.	_____	_____	_____	\$ _____	\$ _____
5.	_____	_____	_____	\$ _____	\$ _____
6.	_____	_____	_____	\$ _____	\$ _____
7.	_____	_____	_____	\$ _____	\$ _____
8.	_____	_____	_____	\$ _____	\$ _____
9.	_____	_____	_____	\$ _____	\$ _____
10.	_____	_____	_____	\$ _____	\$ _____
11.	_____	_____	_____	\$ _____	\$ _____
12.	_____	_____	_____	\$ _____	\$ _____
			TOTAL	\$ _____	\$ _____

Section 6 – Disruption

1. Were you displaced from your home? _____ Yes _____ No
2. If “Yes” to 5(1), where did you stay while displaced from your home? (Provide address and contact information of person who can verify)

3. If “Yes” to 5(1), how many days were you displaced from your home? _____ days
(If more than one month, please complete the declaration below)

I, _____, hereby declare under penalty and perjury that I was displaced from my home/residence for more than one month.

Section 7 – General Damages

This section is to be completed only if you suffered psychological injury and were admitted into a Rehabilitation Centre or, for more than 7 days, a Hospital for the Psychological Injury.

Attach proof of admission into a Rehabilitation Centre or Hospital and Length of Hospital Admission

Name of Rehabilitation Centre or Hospital Admitted: _____

Date of Admission: _____ Date of Discharge: _____

Section 8 – Release of Claims

I verify that I have NOT received compensation through other proceedings or private out-of-class settlements and/or provided a release in respect of the explosion in Fort McMurray that occurred on May 17, 2016.

If you have received compensation or released claims, please provide details here:

Compensation: \$ _____

Details of Claims Released: _____

Section 9 – Claimant Declaration and Authorization

The undersigned hereby consents to the disclosure of the information contained herein to the extent necessary to process this claim for benefits. The undersigned acknowledges and understands that this Claim Form is an official Court document sanctioned by the Court that presides over the settlement and submitting this Claim Form to the Claims Administrator is equivalent to filing it with a Court.

The undersigned hereby authorizes the Claims Administrator to contact the Class Member as required in order to administer the claim.

After reviewing the information that has been supplied on this Claim Form, the undersigned declares under penalty of perjury that the information provided in this Claim Form is true and correct to the best of his/her knowledge, information and belief.

Date: _____

Claimant's Signature (or Claimant's Representative)

Printed Name of Claimant (or Claimant's Representative)

Date: _____

Signature of Claimant's Lawyer (if any)

Printed Name of Claimant's Lawyer

SCHEDULE 1 – GUARDIAN’S ACKNOWLEDGMENT OF RESPONSIBILITY
(*Minors’ Property Act* (Section 8))

This acknowledgment of responsibility is given by:

Name of Guardian: _____

Address: _____

1. This acknowledgement of responsibility relates to the minor, _____ (name of minor), who was born on _____ (day, month, year).
2. I am the minor’s guardian because I am:
 - ☐ the minor’s mother or father
 - ☐ appointed guardian by the deed or will of the minor’s parent, _____ (name of parent) who is now deceased
 - ☐ appointed guardian by a court order dated _____ (date of guardianship order)
3. I have the power and responsibility to make day-to-day decisions affecting the minor.
4. I request the Claims Administrator to deliver to me, to hold as trustee for the minor, money payable to the minor pursuant to the Settlement.
5. I will use or expend the money only for the minor’s benefit.
6. When the minor reaches the age of 18 years I will account to the minor and transfer the balance of the money remaining at that time to the minor.

Date: _____ Guardian’s Signature: _____

Witness Signature _____

Printed Name of Witness: _____

EXHIBIT "I"

DEFICIENCY LETTER

We are the Claims Administrator with respect to this Class Action Settlement.

We acknowledge receipt of your Claim Package in this matter.

We note the following deficiencies:

The deadline for you to provide a response to the deficiencies is 45 days from the date of this letter. Any additional information which is received by our office within 45 days from the date of this letter will be considered in determining the eligibility of your claim and any amount payable in respect of an Approved Claim in accordance with the Distribution Protocol.

All decisions of the Claims Administrator are final and not subject to any review.

Schedule "B"

**ATCO GAS AND PIPELINES LTD. CLASS ACTION
NOTICE OF SETTLEMENT APPROVAL AND CLAIM PROCESS**

A settlement, which resolves the action in its entirety, has been approved by the Alberta Court in the class action relating to an explosion on May 17, 2016 that originated at 118 Clenell Crescent, Fort McMurray, Alberta.

The settlement provides \$3,000,000.00 CND, without admission of liability, to resolve claims (i.e. claims for property damage and psychological injuries).

Distribution of the Settlement Funds

The Alberta Court approved a protocol for the distribution of the Settlement Amount. Class Members can obtain additional information about the Distribution Protocol online at <https://www.jameshbrown.com/class-action-lawyers/atco-gas-class-action/> or by calling 1-800-616-0088.

Claim Deadline

Class Members who wish to receive compensation from the Settlement Amount must submit a properly completed claim form with supporting documentation to the Claims Administrator MNP Ltd. online at www.mnp.ca/atcosettlement, no later than March 9, 2025. If you do not have internet access, please call MNP Ltd. at 1-888-685-0606.

**QUESTIONS? VISIT www.jameshbrown.com
Email: ClassAction@jameshbrown.com or call 1-800-616-0088**

Claim Notice Plan

A. Notice by Mail and Email

1. Class Counsel, within 45 days of the grant of the Settlement Approval Order, shall email the Notice of Settlement and Claims Procedure to all members of the Class for whom valid email addresses are known to Class Counsel and if no known email address, will mail the Notice of Settlement and Claims Procedure to each mailing address of record for members of the class.

B. Newspaper Notice

2. The Notice of Settlement and Claims Procedure will, within 45 days of the grant of the Settlement Approval Order, be published once in the following papers:
 - a. *Fort McMurray Today*
 - b. *Edmonton Journal*
 - c. *Edmonton Sun*

C. Class Counsel Notice

3. The Notice of Settlement and Claims Procedure shall be placed on the respective websites of Class Counsel.