



No. S-197731  
Vancouver Registry

**IN THE SUPREME COURT OF BRITISH COLUMBIA**

Between

MICHAEL TIETZ, DUANE LOEWEN, ROBIN LEE, MIKE DOTTO GRANT GREENWOOD  
MALCOLM RUNKEE, AMERICO MORLANI, GREG LOMNES AND STACY DIONNE

PLAINTIFFS

And

LUKOR CAPITAL CORP., JUSTIN EDGAR LIU, ROCKSHORE ADVISORS LTD. (FORMERLY KNOWN AS CAM PADDOCK ENTERPRISES INC.), CAMERON ROBERT PADDOCK, SIMRAN SINGH GILL, JCN CAPITAL CORP., JOHN BEVILACQUA, ESSOS CORPORATE SERVICES INC., SWAY CAPITAL CORP., VON ROWELL TORRES, DETONA CAPITAL CORP., DANILEN VILLANUEVA, NATASHA JON EMAMI, PLATINUM CAPITAL CORP., 658111 B.C. LTD., JASON CHRISTOPHER SHULL, TAVISTOCK CAPITAL CORP., ROBERT JOHN LAWRENCE, JARMAN CAPITAL INC., SCOTT JASON JARMAN, NORTHWEST MARKETING AND MANAGEMENT INC., RUFIZA ESMail, DENISE TRAINOR, ALY BABU MAWJI, ESCHER INVEST SA, HUNTON ADVISORY LTD., RANDY WHITE, KENDL CAPITAL LIMITED, 1153307 B.C. LTD., RUSSELL GRANT VAN SKIVER, BERTHO HOLDINGS LTD., ROBERT WILLIAM BOSWELL, HAIGHT-ASHBURY MEDIA CONSULTANTS LTD., ASHKAN SHAHROKHI, KEIR PAUL MACPHERSON, 727 CAPITAL, DAVID RAYMOND DUGGAN, VIRAL STOCKS INC., 10X CAPITAL, CRYPTOBLOC TECHNOLOGIES CORP., NEIL WILLIAM STEVENSON-MOORE, KENNETH CLIFFORD PHILLIPPE, BRIAN BILES, GREEN 2 BLUE ENERGY CORP., SLAWOMIR SMULEWICZ, MICHAEL YOUNG, GLENN LITTLE, CITATION GROWTH CORP. (FORMERLY KNOWN AS LIHT CANNABIS CORP. AND MARAPHARM VENTURES INC.), DAVID ALEXANDER, YARI ALEXANDER NIEKEN, BLOK TECHNOLOGIES INC., ROBERT DAWSON, JAMES HYLAND, SPEAKEASY CANNABIS CLUB LTD., MARC GEEN, MERVYN GEEN, JEREMY ROSS, ALEXANDER KAULINS, KOPR POINT VENTURES INC. (FORMERLY KNOWN AS NEW POINT EXPLORATION CORP.), BRYN GARDENER-EVANS, INTERNATIONAL CANYON HOLDINGS LTD., JATINDER SINGH BAL, ASAHI CAPITAL CORP., WILSON SU, 1053345 B.C. LTD., ROBERT ABENANTE, ASIATIC MANAGEMENT CONSULTANTS LTD. (NEV.), ASIATIC MANAGEMENT CONSULTANTS LTD. (B.C.), 1140258 B.C. LTD., ARLENE VICTORIA ALEXANDER, 1113300 B.C. LTD., DAVID GREENWAY, 1002349 B.C. LTD., HANSPAUL PANNU, SAMAN ESKARANDI, GRANT FARKES, AMBER PAPOU, AIDA REED, ISODORO ALONSO, TIFFANY SWEENEY, ROBERT BARBER, RESEARCH CAPITOL CORPORATION, DAVID MATTHEW SCHMIDT, PRENTICE VENTURES INC., DALE PRENTICE AND KAITLYN HILL

DEFENDANTS

Brought under the *Class Proceedings Act*, R.S.B.C. 1996, c. 50

**ORDER MADE AFTER APPLICATION**

BEFORE ) THE HONOURABLE )  
 ) MADAM JUSTICE WILKINSON ) 06/NOV/2024  
 ) )

ON THE APPLICATION of the Plaintiffs dated November 1, 2024, coming on for hearing at Vancouver on 06/NOV/2024, and on hearing Paul R. Bennett and Nicholas Baker, counsel for the Plaintiffs; and Daniel Yaverbaum, counsel for the Defendants, Tavistock Capital Corp., Robert Lawrence, Sway Capital Corp., Jason Shull, Platinum Capital Corp., 658111 BC Ltd., Robert Boswell, and Bertho Holdings Ltd.; and no one appearing for the remaining Defendants;

THIS COURT ORDERS that:

1. The Settlement Agreement between the Plaintiffs and the Defendants, Tavistock Capital Corp. (“**Tavistock**”) and Robert Lawrence (“**Lawrence**”) (collectively, the “**Tavistock Group Settling Defendants**”), dated for reference September 25, 2024, a copy of which (without schedules) is attached as Schedule “A” to this Order, and the Settlement Agreement between the Plaintiffs and the Defendants, Jason Christopher Shull (“**Shull**”), Platinum Capital Corp. (“**Platinum Corp.**”), and 658111 B.C. Ltd. (“**658 Ltd.**”) (collectively, the “**Shull Group Settling Defendants**”), dated for reference October 18, 2024, a copy of which (without schedules) is attached as Schedule “B” to this Order, are approved and are incorporated by reference into this Order. The Tavistock Group Settling Defendants and the Shull Group Settling Defendants shall collectively be referred to as the “**Settling Defendants**,” and their Settlement Agreements shall be collectively referred to as the “**Settlement Agreements**” or “the **Settlements**.” Defined terms in this Order shall have the same meaning as in the Settlement Agreements.
2. This Action is certified as a national class proceeding against the Shull Group Settling Defendants, only for settlement purposes.
3. Class Members are defined for settlement purposes as set out in paragraphs 100 and 101 of the Further Amended Notice of Civil Claim filed February 23, 2023 (the “**FANCC**”), excluding

paragraph 100(j) and including within the definition of “Excluded Persons” in paragraph 101, any entities which are controlled by, or are under common control with, an individual Defendant, or any family member of either an individual Defendant or any individual person who falls within paragraph 101 (a) and (b) of the FANCC.

4. This Order, including the Settlement Agreements, is binding upon each Class Member who does not validly opt-out of the Settlements and this class proceeding in accordance with the terms of the Settlement Administration Plan, to be approved by the Court at a later date.
5. This Order is without prejudice to any and all procedural and substantive rights, defences, and positions that any of the Non-Settling Defendants now have, may have or take, or may acquire or accrue in the future, whether known or unknown at this time, including rights to or claims for costs, the certification of this Action, the merits of this Action, and any matter of proceeding related to any of the foregoing, save and except as otherwise provided in this Order.
6. The Plaintiffs and the Class Members shall not bring, commence, prosecute or maintain, or cause or permit to be brought, commenced, prosecuted or maintained, or otherwise join, assist, aid or act in concert in any manner whatsoever, either directly or indirectly, whether in Canada or elsewhere, on their own behalf or on behalf of any class or person, against the Settling Defendants, any claims, demands, actions, proceedings, suits, causes of action and manners of action that have been brought or could have been brought, are currently pending or were pending, or which could be brought in the future, whether known or unknown, asserted or unasserted, under or pursuant to any statute, regulation, common law or equity, whether civil, criminal, regulatory or otherwise, arising from or in any way relating to the pleaded facts, or the facts which could have been pled in the Action, including, without limitation, with respect to securities of the Issuers purchased or sold between January 30, 2018 and November 26, 2018.
7. All claims for contribution, indemnity, other claims over and other relief, whether asserted, unasserted or asserted in a representative capacity, inclusive of interest, taxes and costs, relating to the claims against the Settling Defendants, which were or could have been brought in this Action, in any other proceeding, or otherwise by any Non-Settling any Non-Settling Defendant, as defined in the Settlement Agreement, against any Settling Defendant, or by any Settling Defendant against

any Non-Settling Defendant, any named or unnamed co-conspirator that is not a Settling Defendant, or any other person, are barred, prohibited and enjoined in accordance with the terms of this Order (unless such claim is made in respect of a claim by a person who has validly opted out of the Settlements and this class proceeding).

8. If this Court ultimately determines that a claim for contribution, indemnity, other claims over or any other relief, whether in equity, in law, by statute, by regulation or otherwise, is a legally recognized claim:
  - a. the Class shall not be entitled to claim or recover from the Non-Settling Defendants that portion of any damages, restitutionary award, disgorgement of profits, interest and costs that corresponds to the proportionate liability of the Settling Defendants proven at trial or otherwise;
  - b. the Class shall only be entitled to claim and recover from the Non-Settling Defendants those claims for damages, restitutionary award, disgorgement of profits, interest and costs attributable to the aggregate of the several liability of the Non-Settling Defendants, and for greater certainty, the Class shall be entitled to claim and seek to recover on a joint and several basis as between the Non-Settling Defendants, if permitted by law; and
  - c. this Court shall have full authority to determine the proportionate liability of the Non-Settling Defendants at the trial or other disposition of the Action, whether or not the Non-Settling Defendants appear at the trial, and the proportionate liability of the Settling Defendants shall be determined as if the Settling Defendants are parties to this Action and any determination by this Court in respect of the proportionate liability of the Settling Defendants shall only apply in this Action and shall not be binding in any other proceeding.
9. Nothing in this Order is intended to or shall limit, restrict or affect any arguments that the Non-Settling Defendants may make regarding the reduction of any assessment of damages (including punitive damages, if any), restitutionary award, disgorgement of profits, interest and costs or judgment against them in favour of the Class, or the rights of the Class to oppose or resist any such arguments, except as provided for in this Order.

10. Leave is granted to the Plaintiffs to discontinue the Action against the Settling Defendants, provided however, the Court shall have jurisdiction with respect to the administration of the Settlements and any dispute that may arise with respect to the Settlement Agreements and this Order.
11. All persons and entities provided with notice of this Application shall be bound by the declarations made in, and the terms of, this Order.
12. Leave is granted to the Plaintiffs to amend the FANCC to add the following paragraphs:
  - xx. Effective September 25, 2024, the Plaintiffs and the Class entered into a Settlement Agreement with the former Defendants, Tavistock Capital Corp and Robert Lawrence (the “Tavistock Group Settling Defendants”) and effective October 18, 2024, the Plaintiffs and the Class entered into a Settlement Agreement with the former Defendants, Jason Christopher Shull, Platinum Capital Corp., and 658111 B.C. Ltd. (the ‘Shull Group Settling Defendants’). The Settlement Agreements were approved by the Supreme Court of British Columbia by order made [DATE].
  - xx. Pursuant to the Settlement Agreements, the Plaintiffs and the Class waive all rights to recover from the Tavistock Group Settling Defendants and from the Shull Group Settling Defendants any portion of their damages which are attributable to any fault of the Tavistock Group Settling Defendants and the Shull Group Settling Defendants and for which any of the Non-Settling Defendants could claim for contribution, indemnity and/or other relief pursuant to the *Negligence Act*, R.S.B.C. 1996, c. 333, any successor legislation, or otherwise.
13. The Settling Defendants have no responsibility for and no liability whatsoever relating to:
  - a. the administration of the Settlement Agreements;
  - b. the administration, investment, or distribution of the Settlement Funds; or
  - c. the Settlement Administration Plan.

14. Nothing in this Order or the Settlement Agreement shall limit or in any way vary the Plaintiffs' document production obligations under the *Supreme Court Civil Rules*

THE FOLLOWING PARTIES APPROVE THE FORM OF THIS ORDER AND CONSENT TO EACH OF THE ORDERS, IF ANY, THAT ARE INDICATED ABOVE AS BEING BY CONSENT:



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Counsel for the Plaintiffs  
Paul R. Bennett



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Counsel for The Defendants, Tavistock Capital Corp.,  
Robert Lawrence, Sway Capital Corp.,  
Jason Shull, Platinum Capital Corp., 658111 BC Ltd.,  
Robert Boswell, and Bertho Holdings Ltd.  
Daniel Yaverbaum

By the Court.

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Registrar

THIS ORDER MADE AFTER APPLICATION was prepared by the law firm of Bennett Mounteer LLP, whose place of business and address for service is #400 – 856 Homer Street, Vancouver, British Columbia, V6B 2W5. Telephone: (604) 639-3680. Fax: (604) 639-3681. Counsel Reference: Paul R. Bennett and Mark W. Mounteer

## Schedule "A"

### SETTLEMENT AGREEMENT

This Settlement Agreement (the "**Settlement Agreement**") is dated for reference September 25, 2024, by and between:

- (a) The plaintiffs, Michael Tietz, Duane Loewen, Robin Lee, Mike Dotto, Grant Greenwood, Malcom Runkee, Americo Morlani, Greg Lomnes and Stacey Dionne (the "**Plaintiffs**"), in the class proceeding, British Columbia Supreme Court Action No. S197731, Vancouver (the "**Action**") on behalf of the "Class" as defined below, (the "**Class**"); and
  - (b) Tavistock Capital Corp ("**Tavistock**"), and Robert Lawrence ("**Lawrence**"), (collectively the "**Settling Defendants**").
- (collectively, the "**Parties**").

#### I. RECITALS

WHEREAS:

- A. the Plaintiffs have commenced the Action, which alleges that the defendants in the Action (the "**Defendants**") participated in a scheme where certain of the Defendants, including Tavistock, referred to in the Further Amended Notice of Civil Claim filed February 23, 2023 (the "**FANCC**") as the "Purported Consultants", in 2018, acquired shares in certain of the Defendants, referred to in the FANCC as the "Issuers", through false pretense and by deception upon the public market for the Issuers' shares, resulting in loss and damage to the Plaintiffs and others like them who acquired shares in the Issuers after the alleged deception;
- B. it is alleged in the FANCC that Tavistock is a Purported Consultant liable for damages for unlawful conspiracy through its participation in three of the private placements at issue in the Action, and Lawrence is personally liable for any damages for unlawful conspiracy awarded against Tavistock, for which Lawrence was the sole director;
- C. Tavistock has provided information for the purpose of settlement negotiations, and without waiver of any privilege which may exist, concerning the consulting fees it retained and reported to applicable taxation authorities;

- D. the Action was certified as a class proceeding by Order made July 2, 2024 (the “Certification Order”), and the Plaintiffs have appealed part of the Certification Order dealing with the class definition, and the Settling Defendants and others have cross-appealed against the certification of the Action as a class proceeding;
- E. the Settling Defendants deny all of the allegations and claims for relief in the Action, and the Settling Defendants believe that they are not liable in respect of the claims made against them and that they have good, reasonable, and complete defences in respect of the certification of the Action as a class proceeding and the merits of the Action;
- F. the Parties, by way of this Settlement Agreement, desire to compromise and settle all claims made, and which could have been made, against the Settling Defendants in the Action;
- G. despite their belief that they have good, reasonable, and complete defences in respect of the certification of the Action as a class proceeding and the merits of the Action, the Settling Defendants have negotiated and entered into this Settlement Agreement to avoid the further expense, inconvenience, and burden of the Action, and any other present or future litigation arising out of the facts that gave rise to the Action, and to achieve a resolution of all claims asserted or which could have been asserted against them, by the Plaintiffs, on their behalf and on behalf of the Class they seek to represent, and to avoid the risks inherent in uncertain, complex and protracted litigation, and thereby to put to rest this controversy involving the Settling Defendants;
- H. as part of this Settlement Agreement, in exchange for a covenant not to sue the Settling Defendants and a bar order in respect of all claims against the Settling Defendants in the Action, the Settling Defendants have agreed to pay the Settlement Amount (as defined below) for the benefit of the Class;
- I. as a result of the Action, the Parties are reasonably familiar with the factual and legal issues presented by their respective claims and defences and recognize the uncertainties as to the ultimate outcome in the Action and the likelihood that any final result could require years of further complex litigation and substantial expense, including with respect to appeals and enforcement of any judgment that may ultimately be rendered;

- J. this Settlement Agreement was entered into after extensive arm's length negotiations between counsel for the Plaintiffs and the Class and counsel for the Settling Defendants;
- K. the Parties and their counsel agree that the Settlement Agreement represents a fair, reasonable, and adequate resolution of the claims advanced, and which could have been advanced, against the Settling Defendants in the Action;
- L. the Parties desire and intend to seek court approval of this Settlement Agreement as set forth herein; and
- M. the Settling Defendants do not admit through the execution of this Settlement Agreement or otherwise any of the allegations and claims made or which could have been made in the Action, including any alleged unlawful conduct.

NOW, THEREFORE, for value received, the receipt and sufficiency of which is hereby acknowledged, the Parties stipulate and agree, subject to Court approval, to the following.

## II. DEFINITIONS

- 1. As used in the Settlement Agreement, including the Recitals and Schedules hereto, in addition to any definitions elsewhere in the Settlement Agreement, the following terms shall have the meanings set forth below:
  - (a) “**Affiliates**” means, in respect of any person, any other person or group of persons that, directly or indirectly through one or more intermediaries, control, are controlled by, or are under common control with, such person first mentioned, and for the purposes of this definition, “control” means the power to direct or cause the direction of the management and policies of a person whether through the ownership of voting securities, by contract or otherwise;
  - (b) “**Class**” means the Class as defined in paragraphs 100 and 101 of the FANCC, excluding paragraph 100(j), and including within the definition of “Excluded Persons” in paragraph 101, any entities which are controlled by, or are under common control with, an individual Defendant, or any family member of either an individual Defendant or any individual person who falls within s. 101 (a) and (b) of the FANCC.

- (c) “**Class Counsel**” means the law firms of Bennett Mounteer LLP and Camp Fiorante Matthews Moger LLP;
- (d) “**Class Members**” means the members of the Class, including the Plaintiffs;
- (e) “**Court**” means the Supreme Court of British Columbia;
- (f) “**Document**” means any document that is relevant to the claims made in the Actions and has an extended meaning, as under Rule 1.1(1) of the *B.C. Rules of Court*, and includes a photograph, film, recording of sound, any record of a permanent or semi-permanent character and any information recorded or stored by any means of any device;
- (g) “**Effective Date of Settlement**” means the next calendar day after the day on which all appellate rights with respect to the Settlement Approval Order have expired or have been exhausted without the Settlement Approval Order having been modified, reversed or set aside on appeal, or such other date as may be agreed upon by all of the Parties in writing;
- (h) “**Non-Settling Defendants**” means the remaining Defendants in the Action or others who may be added as defendants in the Action at any time and includes the Unnamed Consultants, as those terms are defined in the FANCC;
- (i) “**Settlement**” means the settlement described in this Settlement Agreement;
- (j) “**Settlement Administration Plan**” means a plan setting out the terms of the administration of the Settlement in respect of funds received by Class Counsel under the Settlement for the benefit of the Class and includes a plan for the administration of the Settlement in conjunction with the administration of one or more other settlements in the Action;
- (k) “**Settlement Amount**” means the all-inclusive sum of one hundred and eighty-seven thousand and five hundred dollars (CAD \$187,500);

- (l) **“Settlement Approval Hearing”** means the date the Court is scheduled to consider the Settlement Approval Order;
- (m) **“Settlement Approval Order”** means the order made by the Court in the Action approving the Settlement, which order shall be substantially in the form attached as Schedule “A”;
- (n) **“Settlement Fund”** means a trust account held by Class Counsel to hold the Settlement Amount.

### III. APPROVAL PROCESS

2. The Parties shall respectively take all reasonable steps to effect this Settlement expeditiously and secure the prompt discontinuance of the Action against the Settling Defendants, without costs to any Party.
3. As soon as is reasonably practical following the execution of this Settlement Agreement, the Plaintiffs shall apply to the Court for the Settlement Approval Order. The Settling Defendants shall cooperate in the Plaintiffs’ efforts to obtain the Settlement Approval Order from the Court and any further or other orders required from the Court to implement the Settlement Agreement.
4. Class Counsel may seek court approval of Class Counsel fees, disbursements and honouraria to the representative Plaintiffs at or after the Settlement Approval Hearing. The Settling Defendants will take no position on that approval application. Approval by the Court and/or the effect of this Settlement Agreement will not depend on the Court’s approval of Class Counsel’s fees, disbursements or honouraria for the Plaintiffs.
5. If the Settlement Approval Order is not granted, or is inconsistent with the terms of the Settlement Agreement, or is reversed or modified on appeal, then unless the Parties expressly agree otherwise in writing:

- (a) this Settlement Agreement and all orders made pursuant to it shall be null and void, shall have no further force and effect with respect to the Parties, and shall not be offered in evidence or used in any litigation for any purpose; and
  - (b) all orders in existence as of the date on which this Settlement Agreement was executed shall become operative and fully effective as if proceedings relating to this Settlement had not occurred. In such event, the Parties reserve all rights to object to or otherwise challenge all such pre-existing orders, including the right to make appropriate scheduling requests and seek extensions of any applicable deadlines (and the Parties agree to provide their consent to any such reasonable requests or extensions).
6. As soon as reasonably possible after the Effective Date of Settlement, and within no more than fifteen (15) days thereof, the Plaintiffs shall promptly discontinue the Action against the Settling Defendants.

#### **IV. SETTLEMENT PAYMENTS**

7. At least 15 days prior to the Settlement Approval Hearing, the Settling Defendants will pay or cause to be paid the Settlement Amount to Harper Grey LLP in trust with irrevocable instructions to:
- (a) hold the Settlement Amount in trust pending the Settlement Approval Order;
  - (b) if the Settlement is not approved in accordance with the terms of this Settlement Agreement, to return the Settlement Amount to the Settling Defendants upon their request to do so; and
  - (c) if the Settlement is approved in accordance with the terms of this Settlement Agreement, to pay the Settlement Amount to Bennett Munteer LLP in trust within 15 days after the Effective Date of Settlement.
8. Upon receiving the Settlement Amount as set out above, Class Counsel will deposit the Settlement Amount into the Settlement Fund.

9. The Settling Defendants' monetary obligations under the Settlement are limited to those set out in paragraph 7 above. For greater certainty, all expenses and costs of the Settlement, including, without limitation, Class Members' claims, legal fees, honouraria, administration expenses, taxes, and notice costs, shall be paid out of the Settlement Amount. The Settling Defendants shall have no further liability in respect of these or any other expenses or costs.
10. The Settling Defendants shall have no legal or beneficial interest in the Settlement Fund.

**V. WAIVER OF COSTS**

11. Upon the Effective Date of Settlement, the Settling Defendants, the Class, and the Plaintiffs shall and do hereby waive any costs to which they may be entitled in respect of the Action and, as applicable, the application for leave in BCSC No. S202110 and any appeals taken from that proceeding.

**VI. COOPERATION – SCOPE OF COOPERATION**

12. The Settling Defendants agree to provide reasonable cooperation to the Plaintiffs and Class Counsel in accordance with the requirements of this Part VI.
13. The Parties respectively acknowledge and agree that all information and Documents provided by the Settling Defendants to the Plaintiffs under this Settlement Agreement may be used by the Plaintiffs in connection with the investigation, prosecution and settlement of the claims in the Action including, without limitation, the prosecution of the claims in the Action against the Non-Settling Defendants, provided that such information and Documents shall not be used directly or indirectly for any other purpose. The Parties further acknowledge and agree that all information and Documents provided by the Settling Defendants to the Plaintiffs under this Settlement Agreement shall be held and treated in strict confidence in accordance with this Settlement Agreement and shall not be otherwise disclosed to any person in any manner, directly or indirectly, by the Plaintiffs in any way for any reason except in accordance with this Settlement Agreement or with the express prior written consent of the Settling Defendants. The Plaintiffs shall take all reasonable

steps and precautions to ensure and maintain the confidentiality of the information and Documents.

14. The cooperation to be provided by the Settling Defendants under this Settlement Agreement shall be limited strictly to the Action and the allegations currently asserted, as set out in the FANCC in the Action.
15. Upon execution of this Settlement Agreement, the Settling Defendants shall: (1) preserve any relevant Documents in their possession; and (2) instruct their counsel to preserve any relevant Documents in their counsel's possession; and for all such persons to maintain a copy of such Documents for the purpose of compliance by the Settling Defendants with this Part VI. Within thirty (30) days of the Effective Date of Settlement, and subject to paragraphs 20 and 21 below, these Documents shall be produced to the Plaintiffs.
16. The Plaintiffs may request the production of additional documents that relate to any matters in question in the action, by written request (the "**Request**") that identifies the additional documents or classes of documents with reasonable specificity and identifies the reason why such additional documents should be disclosed. Within 60 days of receipt of the Request, the Settling Defendants shall produce the requested documents or, if they object to the production of any of the requested documents, shall deliver a response to the Request which identifies why those disputed documents should not be produced. If the parties cannot resolve whether the disputed documents will be produced, the Plaintiffs may apply for directions pursuant to paragraph 24 below.
17. At the request of the Plaintiffs and upon reasonable notice, Lawrence shall:
  - (a) Make himself available to provide information relating to the allegations in the Action, as applicable to him, in a personal interview with Class Counsel, on a mutually convenient date and at a location chosen by Lawrence at his sole discretion. The interview shall take place on a single day and shall last no more than four (4) hours, including reasonable breaks, except for good cause and may be transcribed by a court reporter, and legal counsel may accompany Lawrence at any interview; and

- (b) make himself reasonably available to provide evidence at the trial of the Action, and to be reasonably available to provide an affidavit or declaration and attend a cross-examination in support of a summary judgment application brought by or against the Plaintiffs in the Action.
18. The reasonable costs and expenses of Lawrence in relation to providing the information and evidence set out in paragraph 17(a) and 17(b) shall be the responsibility of the Plaintiffs.
19. The provisions set forth in this Part VI shall constitute the exclusive means by which the Plaintiffs may obtain discovery and/or evidentiary disclosure from the Settling Defendants for the purposes of any application, for discovery and/or for trial in connection with the Action. The Plaintiffs shall pursue no other means of discovery and/or evidentiary disclosure against the Settling Defendants in connection with the Action.
20. The Settling Defendants may, in their sole discretion, redact any Document produced to the Plaintiffs pursuant to this Settlement Agreement to remove information that is not relevant to the claims made in the Action, subject to the Plaintiffs' right to seek directions from the Court under paragraph 24.
21. Nothing in this Settlement Agreement shall require or shall be construed to require the Settling Defendants to perform any act which would violate any provincial, federal or foreign law, to disclose or produce any information or Documents prepared by or for counsel for the Settling Defendants, or to disclose or produce any information or Documents subject to solicitor-client privilege or other forms of privilege or immunity. To avoid any ambiguity, nothing in this Settlement Agreement shall require, or be construed to require, the Settling Defendants to disclose any information or Documents produced to them or disclosed by the B.C. Securities Commission that may not lawfully be disclosed.
22. Subject to the other provisions of this Part VI, the obligations of the Settling Defendants to produce Documents pursuant to this Part VI shall be a continuing obligation to make reasonable additional productions to the extent that the Settling Defendants become aware of and collect further Documents following the initial production.

23. A material factor influencing the Settling Defendants' decision to execute this Settlement Agreement is their desire to limit the burden and expense of the Action. Accordingly, the Plaintiffs agree to exercise good faith in seeking cooperation from the Settling Defendants, avoid seeking unnecessary, cumulative, or duplicative information, and agree to avoid imposing undue or unreasonable burden or expense on the Settling Defendants.
24. The Plaintiffs may seek directions and/or orders from the Court relating to their rights under this Part VI should the Settling Defendants not act reasonably in terms of its/their obligations under this Part VI, or act in a manner that is inconsistent with the spirit and intent of this Part VI, including, but not limited to, the resolution of any dispute concerning any claim of privilege by the Settling Defendants over any Document. Likewise, the Settling Defendants may seek directions and/or orders from the Court relating to their rights under this Part VI should the Plaintiffs or Class Counsel not act reasonably under this Part VI, or act in a manner that is inconsistent with the spirit and intent of this Part VI.
25. The Settling Defendants' obligation to cooperate under this Settlement Agreement shall cease at the date of final judgment in the Action against all Defendants (or, if applicable, the date of any settlement approval order that disposes of the Action).

## **VII. COVENANT NOT TO SUE**

26. Upon the Effective Date of Settlement, the Plaintiffs and the Class Members covenant and agree that they will not bring, commence, prosecute or maintain, or cause or permit to be brought, commenced, prosecuted or maintained, or otherwise join, assist, aid or act in concert in any manner whatsoever, either directly or indirectly, whether in Canada or elsewhere, on their own behalf or on behalf of any class or person, against the Settling Defendants, any claims, demands, actions, proceedings, suits, causes of action and manners of action that have been brought or could have been brought, are currently pending or were pending, or which could be brought in the future, whether known or unknown, asserted or unasserted, under or pursuant to any statute, regulation, common law or equity, whether civil, criminal, regulatory or otherwise, arising from or in any way relating to the pleaded facts, or the facts which could have been pled in the Action, including, without limitation,

with respect to securities of the Issuers purchased or sold between January 30, 2018 and November 26, 2018, and the alleged conspiracy or any other unlawful agreement associated with the alleged conduct.

27. The Parties expressly acknowledge and agree that the covenant set out in paragraph 26 above is not a Release, and shall not be construed to be a Release, and that the Plaintiffs and the Class Members expressly reserve all rights of action, claims and demands they have against the Non-Settling Defendants, except that the Plaintiffs and the Class Members covenant, undertake and agree that they will not seek to recover in the Action, or by any other proceedings or means, any portion of the losses they claim, or could claim, in the Action which a court or other tribunal may attribute to the Settling Defendants, and the Plaintiffs and the Class Members shall amend the FANCC as set out in the Settlement Approval Order, and shall remove the Settling Defendants from the style of cause in the Action.

#### **VIII. SETTLEMENT ADMINISTRATION**

28. On or after the Settlement Approval Hearing, the Plaintiffs will apply to the Court to approve the Settlement Administration Plan. The Settlement Administration Plan will set out:
- (a) the form and procedure by which notice of the Settlement shall be provided to the Class Members, including notice of the legal fees and expenses paid or payable to Class Counsel and, if applicable, the procedure by which Class Members can opt out of the Settlement;
  - (b) the procedure by which Class Members can claim an entitlement under the Settlement; and
  - (c) the procedure for determining eligible claims, the amount of those claims, and their subsequent payment.
29. The Court shall have complete discretion to approve or amend the Settlement Administration Plan. The Settlement Administration Plan shall not form part of this

Settlement Agreement. The approval and/or the effect of this Settlement Agreement shall not be contingent on either the approval of the Settlement Administration Plan or the presentation of the Settlement Administration Plan at the Settlement Approval Hearing.

30. The Settling Defendants shall not have standing to make submissions regarding the Settlement Administration Plan.
31. The Settlement Fund shall be disbursed in accordance with the Settlement Administration Plan or as otherwise directed by the Court.

#### **IX. GENERAL**

32. The recitals to this Settlement Agreement are true and accurate and form part of this Settlement Agreement. The Parties understand and agree that the facts set out in these recitals may prove to be different than those set out in the same, now known or believed to be true. The Parties accept and assume the risk of these facts being different and agree that all of the terms of this Settlement Agreement shall be in all respects effective, enforceable and not subject to termination, rescission, variation or being set aside by the discovery of any difference in facts or by any new or different facts, including in the recitals.
33. This Settlement Agreement and its attachments shall constitute the entire agreement of the Parties and shall not be subject to any change, modification, amendment or addition without the express written consent of counsel on behalf of all Parties to the Settlement Agreement. This Settlement Agreement supersedes and replaces all prior negotiations, discussions, communications and proposed agreements, whether written or oral and is the entire agreement between the Parties.
34. The division of the Settlement Agreement into sections and the insertion of headings are for convenience of reference only. They shall not affect the construction or interpretation of this Settlement Agreement.
35. Words in the singular include the plural and vice-versa, and words in one gender include all genders.

36. In the event any one or more of the provisions contained in this Settlement Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision if the Parties mutually elect to proceed as if such invalid, illegal, or unenforceable provision had never been included in this Settlement Agreement.
37. The Court shall retain continuing jurisdiction over the Parties, the administration and enforcement of the Settlement, and the benefits to the Plaintiffs and the Class Members hereunder.
38. Any disputes or controversies arising with respect to the interpretation, enforcement, or implementation of this Settlement Agreement must be made by application to the Court.
39. Class Counsel warrants that they are fully authorized to execute this Settlement Agreement on behalf of the Plaintiffs and the Class Members and to execute and legally bind the Plaintiffs and the Class Members to this Settlement Agreement.
40. Harper Grey LLP warrants that it is fully authorized to execute this Settlement Agreement on behalf of the Settling Defendants.
41. This Settlement Agreement may be executed in counterparts by the Parties or their representatives, and an electronically transmitted signature shall be deemed an original signature for purposes of this Settlement Agreement and of equally binding force and effect.
42. This Settlement Agreement shall be construed under and governed by the laws of the Province of British Columbia.
43. The Parties have negotiated and fully reviewed the terms of this Settlement Agreement. The rule that uncertainty or ambiguity is to be construed against the drafter shall not apply to the construction of this Settlement Agreement by a court of law or any other adjudicating body.

44. The Agreement, including any addendums thereto, is for settlement purposes only and is conditional upon the making of the Settlement Approval Order. Neither the fact of, nor any provision contained in, this Settlement Agreement nor any action taken hereunder shall constitute, or be construed as, any admission of the validity of any claim or any factual allegation that was or could have been made by the Plaintiffs or Class Members in the Action, or of any wrongdoing, fault, violation of law, or liability of any kind on the part of the Settling Defendants. The Settling Defendants expressly deny any and all allegations of wrongdoing, fault, violation of law and liability. This Settlement Agreement, including any addendums thereto, shall not be offered or be admissible in evidence by or against the Settling Defendants or cited or referred to in any other action, investigation or proceeding, except (1) in any action or proceeding brought by or against one or more of the Parties to enforce or otherwise implement the terms of this Settlement Agreement, or (2) in any action involving the Plaintiffs and the Class Members, or any of them, to support a defence of *res judicata*, estoppel, release, or other theory of claim preclusion, issue preclusion, or similar defence.
45. Any press release or public statements made to the media by the Plaintiffs or Class Counsel about the Settlement shall be in a form agreed upon by the Parties, acting reasonably. The Parties agree that any such press release or public statements shall be consistent with the terms of the Settlement Agreement, including that the Settlement has been negotiated and agreed to without any admissions or findings of liability or wrongdoing and without any admissions or conclusions as to the truth of any of the matters alleged in the Action, with all such allegations being expressly denied by the Settling Defendants.
46. Whenever, under the terms of this Settlement Agreement, a person is required to provide service or written notice to the Plaintiffs, Class Members, Class Counsel or the Settling Defendants, such service or notice shall be directed to the individuals and addresses specified below, unless those individuals or their successors give notice to the other Parties in writing:

As to the Plaintiffs, the Class Members and Class Counsel:

Paul R. Bennett  
Bennett Mounter LLP  
400 – 856 Homer Street  
Vancouver, BC V6B 2W5  
E-mail: [pb@hbmlaw.com](mailto:pb@hbmlaw.com)

As to the Settling Defendants:

Daniel Yaverbaum  
Harper Grey LLP  
3200 – 650 W Georgia Street  
Vancouver, BC V6B 4P7  
E-mail: [dyaverbaum@harpergrey.com](mailto:dyaverbaum@harpergrey.com)

IN WITNESS THEREOF, the Parties hereto have executed this Settlement Agreement as follows:

Date: October 22, 2024

By:   
Paul R. Bennett as Class Counsel  
on behalf of the Plaintiffs, and the Class  
Members

Date: Sept. 27, 2024

By:   
Daniel Yaverbaum on behalf of the Settling  
Defendants

Schedule "B"

SETTLEMENT AGREEMENT

This Settlement Agreement (the "Settlement Agreement") is dated for reference October 18, 2024, by and between:

- (a) The plaintiffs, Michael Tietz, Duane Loewen, Robin Lee, Mike Dotto, Grant Greenwood, Malcom Runkee, Americo Morlani, Greg Lomnes and Stacey Dionne (the "Plaintiffs"), in the class proceeding, British Columbia Supreme Court Action No. S197731, Vancouver (the "Action") on behalf of the "Class" as defined below, (the "Class"); and
- (b) Jason Christopher Shull ("Shull"), Platinum Capital Corp. ("Platinum Corp."), and 658111 B.C. Ltd ("658 Ltd.") (collectively the "Settling Defendants").

(collectively, the "Parties").

I. RECITALS

WHEREAS:

- A. the Plaintiffs have commenced the Action which alleges that the defendants in the Action (the "Defendants") participated in a scheme where certain of the Defendants, including Platinum Corp., and 658 Ltd., referred to in the Further Amended Notice of Civil Claim filed February 23, 2023 (the "FANCC") as the "Purported Consultants", in 2018, acquired shares in certain of the Defendants, referred to in the FANCC as the "Issuers", through false pretense and by deception upon the public market for the Issuers' shares, resulting in loss and damage to the Plaintiffs and others like them who acquired shares in the Issuers after the alleged deception;
- B. it is alleged in the FANCC that Platinum Corp., and 658 Ltd., are Purported Consultants liable for damages for unlawful conspiracy through their participation in one of the private placements at issue, and Shull is personally liable for any damages for unlawful conspiracy awarded against Platinum Corp., and 658 Ltd., for which he acted as an officer or director, or both;
- C. the Action was certified as a class proceeding by Order made July 2, 2024 (the "Certification Order"), and the Plaintiffs have appealed part of the Certification Order

- dealing with the class definition, and the Settling Defendants and others have cross-appealed against the certification of the Action as a class proceeding;
- D. the Settling Defendants deny all of the allegations and claims for relief in the Action, and the Settling Defendants believe that they are not liable in respect of the claims made against them and that they have good, reasonable, and complete defences in respect of the certification of the Action as a class proceeding and the merits of the Action;
  - E. the Parties, by way of this Settlement Agreement, desire to compromise and settle all claims made, and which could have been made, against the Settling Defendants in the Action;
  - F. despite their belief that they have good, reasonable, and complete defences in respect of the certification of the Action as a class proceeding, and the merits of the Action, the Settling Defendants have negotiated and entered into this Settlement Agreement to avoid the further expense, inconvenience, and burden of the Action, and any other present or future litigation arising out of the facts that gave rise to the Action, and to achieve a resolution of all claims asserted or which could have been asserted against them, by the Plaintiffs, on their behalf and on behalf of the Class they seek to represent, and to avoid the risks inherent in uncertain, complex and protracted litigation, and thereby to put to rest this controversy involving the Settling Defendants;
  - G. as part of this Settlement Agreement, in exchange for a covenant not to sue the Settling Defendants and a bar order in respect of all claims against the Settling Defendants in the Action, the Settling Defendants have agreed to pay the Settlement Amount (as defined below) for the benefit of the Class;
  - H. as a result of the Action, the Parties are reasonably familiar with the factual and legal issues presented by their respective claims and defences and recognize the uncertainties as to the ultimate outcome in the Action and the likelihood that any final result could require years of further complex litigation and substantial expense, including with respect to appeals and enforcement of any judgment that may ultimately be rendered;
  - I. this Settlement Agreement was entered into after extensive arm's length negotiations between counsel for the Plaintiffs and the Class and counsel for the Settling Defendants;

- J. the Parties and their counsel agree that the Settlement Agreement represents a fair, reasonable, and adequate resolution of the claims advanced, and which could have been advanced, against the Settling Defendants in the Action;
- K. the Parties desire and intend to seek court approval of this Settlement Agreement as set forth herein; and
- L. the Settling Defendants do not admit through the execution of this Settlement Agreement or otherwise any of the allegations and claims made or which could have been made in the Action, including any alleged unlawful conduct.

NOW, THEREFORE, for value received, the receipt and sufficiency of which is hereby acknowledged, the Parties stipulate and agree, subject to Court approval, to the following.

## II. DEFINITIONS

- 1. As used in the Settlement Agreement, including the Recitals and Schedules hereto, in addition to any definitions elsewhere in the Settlement Agreement, the following terms shall have the meanings set forth below:
  - (a) “**Affiliates**” means, in respect of any person, any other person or group of persons that, directly or indirectly through one or more intermediaries, control, are controlled by, or are under common control with, such person first mentioned, and for the purposes of this definition, “control” means the power to direct or cause the direction of the management and policies of a person whether through the ownership of voting securities, by contract or otherwise;
  - (b) “**Class**” means the Class as defined in paragraphs 100 and 101 of the FANCC, excluding paragraph 100(j), and including within the definition of “Excluded Persons” in paragraph 101, any entities which are controlled by, or are under common control with, an individual Defendant, or any family member of either an individual Defendant or any individual person who falls within s. 101 (a) and (b) of the FANCC.

- (c) “**Class Counsel**” means the law firms of Bennett Mounteer LLP and Camp Fiorante Matthews Moger LLP;
- (d) “**Class Members**” means the members of the Class, including the Plaintiffs;
- (e) “**Court**” means the Supreme Court of British Columbia;
- (f) “**Document**” means any document that is relevant to the claims made in the Actions and has an extended meaning, as under Rule 1.1(1) of the *B.C. Rules of Court*, and includes a photograph, film, recording of sound, any record of a permanent or semi-permanent character and any information recorded or stored by any means of any device;
- (g) “**Effective Date of Settlement**” means the next calendar day after the day on which all appellate rights with respect to the Settlement Approval Order have expired or have been exhausted without the Settlement Approval Order having been modified, reversed or set aside on appeal, or such other date as may be agreed upon by all of the Parties in writing;
- (h) “**Non-Settling Defendants**” means the remaining Defendants in the Action or others who may be added as defendants in the Action at any time and includes the Unnamed Consultants, as those terms are defined in the FANCC;
- (i) “**Settlement**” means the settlement described in this Settlement Agreement;
- (j) “**Settlement Administration Plan**” means a plan setting out the terms of the administration of the Settlement in respect of funds received by Class Counsel under the Settlement for the benefit of the Class and includes a plan for the administration of the Settlement in conjunction with the administration of one or more other settlements in the Action;
- (k) “**Settlement Amount**” means the all-inclusive sum of thirty-three thousand dollars (CAD \$33,000);

- (l) **“Settlement Approval Hearing”** means the date the Court is scheduled to consider the Settlement Approval Order;
- (m) **“Settlement Approval Order”** means the order made by the Court in the Action approving the Settlement, which order shall be substantially in the form attached as Schedule “A”;
- (n) **“Settlement Fund”** means a trust account held by Class Counsel to hold the Settlement Amount.

### III. APPROVAL PROCESS

2. The Parties shall respectively take all reasonable steps to effect this Settlement expeditiously and secure the prompt discontinuance of the Action against the Settling Defendants, without costs to any Party.
3. As soon as is reasonably practical following the execution of this Settlement Agreement, the Plaintiffs shall apply to the Court for the Settlement Approval Order. The Settling Defendants shall cooperate in the Plaintiffs’ efforts to obtain the Settlement Approval Order from the Court and any further or other orders required from the Court to implement the Settlement Agreement.
4. Class Counsel may seek court approval of Class Counsel fees, disbursements and honouraria to the representative Plaintiffs at or after the Settlement Approval Hearing. The Settling Defendants will take no position on that approval application. Approval by the Court and/or the effect of this Settlement Agreement will not depend on the Court’s approval of Class Counsel’s fees, disbursements or honouraria for the Plaintiffs.
5. If the Settlement Approval Order is not granted, or is inconsistent with the terms of the Settlement Agreement, or is reversed or modified on appeal, then unless the Parties expressly agree otherwise in writing:

- (a) this Settlement Agreement and all orders made pursuant to it shall be null and void, shall have no further force and effect with respect to the Parties, and shall not be offered in evidence or used in any litigation for any purpose; and
  - (b) all orders in existence as of the date on which this Settlement Agreement was executed shall become operative and fully effective as if proceedings relating to this Settlement had not occurred. In such event, the Parties reserve all rights to object to or otherwise challenge all such pre-existing orders, including the right to make appropriate scheduling requests and seek extensions of any applicable deadlines (and the Parties agree to provide their consent to any such reasonable requests or extensions).
6. As soon as reasonably possible after the Effective Date of Settlement, and within no more than fifteen (15) days thereof, the Plaintiffs shall promptly discontinue the Action against the Settling Defendants.

#### **IV. SETTLEMENT PAYMENTS**

7. The Settling Defendants will pay or cause to be paid the Settlement Amount in accordance with the following payment schedule, in each case making the payment or causing it to be made to Harper Grey LLP in trust with irrevocable instructions to pay it to Bennett Mounter LLP in trust:
- (a) At the same time as the execution of this Settlement Agreement, the sum of twenty-two thousand dollars (CAD \$22,000); and
  - (b) Within six (6) months after the execution of this Settlement Agreement, a further eleven thousand dollars (CAD \$11,000).
8. Upon receiving each payment set out above, Class Counsel will deposit those monies into the Settlement Fund.
9. The Settling Defendants' monetary obligations under the Settlement are limited to those set out in paragraph 7 above. For greater certainty, all expenses and costs of the Settlement, including, without limitation, Class Members' claims, legal fees, honouraria,

administration expenses, taxes, and notice costs, shall be paid out of the Settlement Amount. The Settling Defendants shall have no further liability in respect of these or any other expenses or costs.

10. The Settling Defendants shall have no legal or beneficial interest in the Settlement Fund.

#### **V. WAIVER OF COSTS**

11. Upon the Effective Date of Settlement, the Settling Defendants, the Class, and the Plaintiffs shall and do hereby waive any costs to which they may be entitled in respect of the Action and, as applicable, the application for leave in BCSC No. S202110 and any appeals taken from that proceeding.

#### **VI. COOPERATION – SCOPE OF COOPERATION**

12. The Settling Defendants agree to provide reasonable cooperation to the Plaintiffs and Class Counsel in accordance with the requirements of this Part VI.
13. The Parties respectively acknowledge and agree that all information and Documents provided by the Settling Defendants to the Plaintiffs under this Settlement Agreement may be used by the Plaintiffs in connection with the investigation, prosecution and settlement of the claims in the Action including, without limitation, the prosecution of the claims in the Action against the Non-Settling Defendants, provided that such information and Documents shall not be used directly or indirectly for any other purpose. The Parties further acknowledge and agree that all information and Documents provided by the Settling Defendants to the Plaintiffs under this Settlement Agreement shall be held and treated in strict confidence in accordance with this Settlement Agreement and shall not be otherwise disclosed to any person in any manner, directly or indirectly, by the Plaintiffs in any way for any reason except in accordance with this Settlement Agreement or with the express prior written consent of the Settling Defendants. The Plaintiffs shall take all reasonable steps and precautions to ensure and maintain the confidentiality of the information and Documents.

14. The cooperation to be provided by the Settling Defendants under this Settlement Agreement shall be limited strictly to the Action and the allegations currently asserted, as set out in the FANCC in the Action.
15. Upon execution of this Settlement Agreement, the Settling Defendants shall: (1) preserve any relevant Documents in their possession; and (2) instruct their counsel to preserve any relevant Documents in their counsel's possession; and for all such persons to maintain a copy of such Documents for the purpose of compliance by the Settling Defendants with this Part VI. Within thirty (30) days of the Effective Date of Settlement, and subject to paragraphs 20 and 21 below, these Documents shall be produced to the Plaintiffs.
16. The Plaintiffs may request the production of additional documents that relate to any matters in question in the action, by written request (the "Request") that identifies the additional documents or classes of documents with reasonable specificity and identifies the reason why such additional documents should be disclosed. Within 60 days of receipt of the Request, the Settling Defendants shall produce the requested documents or, if they object to the production of any of the requested documents, shall deliver a response to the Request which identifies why those disputed documents should not be produced. If the parties cannot resolve whether the disputed documents will be produced, the Plaintiffs may apply for directions pursuant to paragraph 24 below.
17. At the request of the Plaintiffs and upon reasonable notice, Shull shall:
  - (a) make himself available to provide information relating to the allegations in the Action, as applicable to him, in a personal interview with Class Counsel, on a mutually convenient date and at a location chosen by Shull at his sole discretion. The interview shall take place on a single day and shall last no more than two (2) hours, including reasonable breaks, except for good cause and may be transcribed by a court reporter, and legal counsel may accompany Shull at any interview; and
  - (b) make himself reasonably available to provide evidence at the trial of the Action, and to be reasonably available to provide an affidavit or declaration and attend a cross-examination in support of a summary judgment application brought by or

against the Plaintiffs in the Action.

18. The reasonable costs and expenses of Shull in relation to providing the information and evidence set out in paragraph 17(a) and 17(b) shall be the responsibility of the Plaintiffs.
19. The provisions set forth in this Part VI shall constitute the exclusive means by which the Plaintiffs may obtain discovery and/or evidentiary disclosure from the Settling Defendants for the purposes of any application, for discovery and/or for trial in connection with the Action. The Plaintiffs shall pursue no other means of discovery and/or evidentiary disclosure against the Settling Defendants in connection with the Action.
20. The Settling Defendants may, in their sole discretion, redact any Document produced to the Plaintiffs pursuant to this Settlement Agreement to remove information that is not relevant to the claims made in the Action, subject to the Plaintiffs' right to seek directions from the Court under paragraph 24.
21. Nothing in this Settlement Agreement shall require or shall be construed to require the Settling Defendants to perform any act which would violate any provincial, federal or foreign law, to disclose or produce any information or Documents prepared by or for counsel for the Settling Defendants, or to disclose or produce any information or Documents subject to solicitor-client privilege or other forms of privilege or immunity. To avoid any ambiguity, nothing in this Settlement Agreement shall require, or be construed to require, the Settling Defendants to disclose any information or Documents produced to them or disclosed by the B.C. Securities Commission that may not lawfully be disclosed.
22. Subject to the other provisions of this Part VI, the obligations of the Settling Defendants to produce Documents pursuant to this Part VI shall be a continuing obligation to make reasonable additional productions to the extent that the Settling Defendants become aware of and collect further Documents following the initial production.
23. A material factor influencing the Settling Defendants' decision to execute this Settlement Agreement is their desire to limit the burden and expense of the Action. Accordingly, the Plaintiffs agree to exercise good faith in seeking cooperation from the Settling Defendants,

avoid seeking unnecessary, cumulative, or duplicative information, and agree to avoid imposing undue or unreasonable burden or expense on the Settling Defendants.

24. The Plaintiffs may seek directions and/or orders from the Court relating to their rights under this Part VI should the Settling Defendants not act reasonably in terms of its/their obligations under this Part VI, or act in a manner that is inconsistent with the spirit and intent of this Part VI, including, but not limited to, the resolution of any dispute concerning any claim of privilege by the Settling Defendants over any Document. Likewise, the Settling Defendants may seek directions and/or orders from the Court relating to their rights under this Part VI should the Plaintiffs or Class Counsel not act reasonably under this Part VI, or act in a manner that is inconsistent with the spirit and intent of this Part VI.
25. The Settling Defendants' obligation to cooperate under this Settlement Agreement shall cease at the date of final judgment in the Action against all Defendants (or, if applicable, the date of any settlement approval order that disposes of the Action).

#### **VII. COVENANT NOT TO SUE**

26. Upon the Effective Date of Settlement, the Plaintiffs and the Class Members covenant and agree that they will not bring, commence, prosecute or maintain, or cause or permit to be brought, commenced, prosecuted or maintained, or otherwise join, assist, aid or act in concert in any manner whatsoever, either directly or indirectly, whether in Canada or elsewhere, on their own behalf or on behalf of any class or person, against the Settling Defendants, any claims, demands, actions, proceedings, suits, causes of action and manners of action that have been brought or could have been brought, are currently pending or were pending, or which could be brought in the future, whether known or unknown, asserted or unasserted, under or pursuant to any statute, regulation, common law or equity, whether civil, criminal, regulatory or otherwise, arising from or in any way relating to the pleaded facts, or the facts which could have been pled in the Action, including, without limitation, with respect to securities of the Issuers purchased or sold between January 30, 2018 and November 26, 2018, and the alleged conspiracy or any other unlawful agreement associated with the alleged conduct.

27. The Parties expressly acknowledge and agree that the covenant set out in paragraph 26 above is not a Release, and shall not be construed to be a Release, and that the Plaintiffs and the Class Members expressly reserve all rights of action, claims and demands they have against the Non-Settling Defendants, except that the Plaintiffs and the Class Members covenant, undertake and agree that they will not seek to recover in the Action, or by any other proceedings or means, any portion of the losses they claim, or could claim, in the Action which a court or other tribunal may attribute to the Settling Defendants, and the Plaintiffs and the Class Members shall amend the FANCC as set out in the Settlement Approval Order, and shall remove the Settling Defendants from the style of cause in the Action.

### **VIII. SETTLEMENT ADMINISTRATION**

28. On or after the Settlement Approval Hearing, the Plaintiffs will apply to the Court to approve the Settlement Administration Plan. The Settlement Administration Plan will set out:
- (a) the form and procedure by which notice of the Settlement shall be provided to the Class Members, including notice of the legal fees and expenses paid or payable to Class Counsel and, if applicable, the procedure by which Class Members can opt out of the Settlement;
  - (b) the procedure by which Class Members can claim an entitlement under the Settlement; and
  - (c) the procedure for determining eligible claims, the amount of those claims, and their subsequent payment.
29. The Court shall have complete discretion to approve or amend the Settlement Administration Plan. The Settlement Administration Plan shall not form part of this Settlement Agreement. The approval and/or the effect of this Settlement Agreement shall not be contingent on either the approval of the Settlement Administration Plan or the presentation of the Settlement Administration Plan at the Settlement Approval Hearing.

30. The Settling Defendants shall not have standing to make submissions regarding the Settlement Administration Plan.
31. The Settlement Fund shall be disbursed in accordance with the Settlement Administration Plan or as otherwise directed by the Court.

#### **IX. GENERAL**

32. The recitals to this Settlement Agreement are true and accurate, and form part of this Settlement Agreement. The Parties understand and agree that the facts set out in these recitals may prove to be different than those set out in the same, now known or believed to be true. The Parties accept and assume the risk of these facts being different and agree that all of the terms of this Settlement Agreement shall be in all respects effective, enforceable and not subject to termination, rescission, variation or being set aside by the discovery of any difference in facts or by any new or different facts, including in the recitals.
33. This Settlement Agreement and its attachments shall constitute the entire agreement of the Parties and shall not be subject to any change, modification, amendment or addition without the express written consent of counsel on behalf of all Parties to the Settlement Agreement. This Settlement Agreement supersedes and replaces all prior negotiations, discussions, communications and proposed agreements, whether written or oral and is the entire agreement between the Parties.
34. The division of the Settlement Agreement into sections and the insertion of headings are for convenience of reference only. They shall not affect the construction or interpretation of this Settlement Agreement.
35. Words in the singular include the plural and vice-versa, and words in one gender include all genders.
36. In the event any one or more of the provisions contained in this Settlement Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision if the Parties mutually

- elect to proceed as if such invalid, illegal, or unenforceable provision had never been included in this Settlement Agreement.
37. The Court shall retain continuing jurisdiction over the Parties, the administration and enforcement of the Settlement, and the benefits to the Plaintiffs and the Class Members hereunder.
  38. Any disputes or controversies arising with respect to the interpretation, enforcement, or implementation of this Settlement Agreement must be made by application to the Court.
  39. Class Counsel warrants that they are fully authorized to execute this Settlement Agreement on behalf of the Plaintiffs and the Class Members and to execute and legally bind the Plaintiffs and the Class Members to this Settlement Agreement.
  40. Harper Grey LLP warrants that it is fully authorized to execute this Settlement Agreement on behalf of the Settling Defendants.
  41. This Settlement Agreement may be executed in counterparts by the Parties or their representatives, and an electronically transmitted signature shall be deemed an original signature for purposes of this Settlement Agreement and of equally binding force and effect.
  42. This Settlement Agreement shall be construed under and governed by the laws of the Province of British Columbia.
  43. The Parties have negotiated and fully reviewed the terms of this Settlement Agreement. The rule that uncertainty or ambiguity is to be construed against the drafter shall not apply to the construction of this Settlement Agreement by a court of law or any other adjudicating body.
  44. The Agreement, including any addendums thereto, is for settlement purposes only and is conditional upon the making of the Settlement Approval Order. Neither the fact of, nor any provision contained in, this Settlement Agreement nor any action taken hereunder shall constitute, or be construed as, any admission of the validity of any claim or any factual

allegation that was or could have been made by the Plaintiffs or Class Members in the Action, or of any wrongdoing, fault, violation of law, or liability of any kind on the part of the Settling Defendants. The Settling Defendants expressly deny any and all allegations of wrongdoing, fault, violation of law and liability. This Settlement Agreement, including any addendums thereto, shall not be offered or be admissible in evidence by or against the Settling Defendants or cited or referred to in any other action, investigation or proceeding, except (1) in any action or proceeding brought by or against one or more of the Parties to enforce or otherwise implement the terms of this Settlement Agreement, or (2) in any action involving the Plaintiffs and the Class Members, or any of them, to support a defence of *res judicata*, estoppel, release, or other theory of claim preclusion, issue preclusion, or similar defence.

45. No press release about the Settlement shall be issued by the Plaintiffs or Class Counsel or the Settling Defendants. The Parties agree that any public statements made to the media about the Settlement shall be consistent with the terms of the Settlement Agreement, including that the Settlement has been negotiated and agreed to without any admissions or findings of liability or wrongdoing and without any admissions or conclusions as to the truth of any of the matters alleged in the Action, with all such allegations being expressly denied by the Settling Defendants.
46. Whenever, under the terms of this Settlement Agreement, a person is required to provide service or written notice to the Plaintiffs, Class Members, Class Counsel or the Settling Defendants, such service or notice shall be directed to the individuals and addresses specified below, unless those individuals or their successors give notice to the other Parties in writing:

As to the Plaintiffs, the Class Members and Class Counsel:

Paul R. Bennett  
Bennett Mounter LLP  
400 – 856 Homer Street  
Vancouver, BC V6B 2W5  
E-mail: [pb@hbmlaw.com](mailto:pb@hbmlaw.com)

As to the Settling Defendants:

Daniel Yaverbaum  
Harper Grey LLP  
3200 – 650 W Georgia Street  
Vancouver, BC V6B 4P7  
E-mail: [dyaverbaum@harpergrey.com](mailto:dyaverbaum@harpergrey.com)

IN WITNESS THEREOF, the Parties hereto have executed this Settlement Agreement as follows:

Date: October 22, 2024

By:   
Paul R. Bennett as Class Counsel  
on behalf of the Plaintiffs, and the Class  
Members

Date: Oct 18, 2024

By:   
Daniel Yaverbaum on behalf of the Settling  
Defendants

IN THE SUPREME COURT OF BRITISH COLUMBIA

---

BETWEEN:

**MICHAEL TIETZ ET AL.**

PLAINTIFFS

AND:

**BRIDGEMARK FINANCIAL CORP. ET AL.**

DEFENDANTS

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**ORDER MADE AFTER APPLICATION**

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BENNETT MOUNTEER LLP  
BARRISTERS AND SOLICITORS  
#400 – 856 HOMER STREET  
VANCOUVER, BC V6B 2W5  
(604) 639-3680

Counsel Reference: Paul R. Bennett and Mark W. Munteer