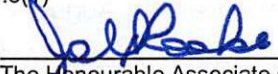
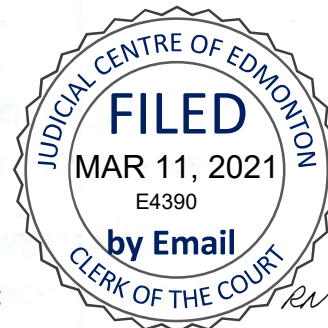


LEAVE IS GRANTED TO ENTER THE WITHIN ORDER NOTWITHSTANDING THE PASSAGE OF MORE THAN THREE MONTHS AFTER PRONOUNCEMENT, PURSUANT TO R. 9.5(1)

March 10, 2021: 
The Honourable Associate Chief
Justice John D. Rooke



Clerk's Stamp:

COURT FILE NUMBER	1403 17729
COURT	COURT OF QUEEN'S BENCH OF ALBERTA
JUDICIAL CENTRE	EDMONTON
PLAINTIFF	BONNIE LEE BRUNO
DEFENDANTS	CHIEF and COUNCIL of the SAMSON CREE NATION and the SAMSON CREE NATION
THIRD PARTY DEFENDANT	THE ATTORNEY GENERAL OF CANADA
DOCUMENT	ORDER <i>Brought pursuant to the Class Proceedings Act</i>
ADDRESS FOR SERVICE AND CONTACT INFORMATION OF PARTY FILING THIS DOCUMENT	Dentons Canada LLP 2500 Stantec Tower 10220 – 103 Avenue NW Edmonton, Alberta T5J 0K4 Philip S. Tinkler Ph. (780) 423-7102 Fx. (780) 423-7276 File: 542879-1/PST

DATE AND PLACE THIS ORDER WAS PRONOUNCED: August 31, 2020, at Edmonton, AB

NAME OF JUSTICE WHO MADE THIS ORDER: John D. Rooke

UPON THE APPLICATION of the Plaintiff pursuant to the *Class Proceedings Act*, SA 2003, c C-16.5 (the "Act") for an order certifying this proceeding as a class proceeding and for other relief set out in the Third Amended Application filed November 7, 2018;

AND UPON READING the affidavit of Bonnie Lee Bruno affirmed on June 28, 2017 and filed on June 29, 2017; the affidavit of Leonie Bonnicks-Kendell sworn on June 23, 2017 and filed on June

29, 2017, the affidavit of Leonie Bonnick-Kendell sworn, and filed, on August 22, 2017; and the affidavit of Cody Bruno, Samson Nation Band Administrator, sworn on January 9, 2018;

AND UPON READING the Plaintiff's Certification Brief, the Defendant's ("Samson Cree Nation") Certification Response Brief and the Plaintiff's Certification Reply Brief; **AND UPON READING** the Plaintiff's Summary Judgment Brief, the Samson Cree Nation Summary Judgment Brief and the Plaintiff's Summary Judgment Reply Brief; **AND UPON HEARING** submissions from counsel for the Plaintiff and for the Samson Cree Nation;

AND UPON READING the Plaintiff's Supplemental Leave Brief filed on October 31, 2019, the Samson Cree Nation's Response to the Plaintiff's Supplemental Leave Application filed on November 12, 2019, the Plaintiff's Reply Supplemental Brief on Leave filed on November 15, 2019, the Plaintiff's Supplemental Brief filed on October 16, 2019, the Samson Cree Nation's Supplemental Response Brief filed on March 3, 2020, and the Plaintiff's Supplemental Reply Brief filed on June 9, 2020 (hereinafter collectively referred to as the "Supplemental Submissions");

IT IS HEREBY ORDERED THAT:

1. This proceeding is certified as a class proceeding.
2. The Class consists of

All persons whose names were recorded on the "Band List", as that term is defined by the *Indian Act*, RSC 1985, c I-5, as amended, for Samson Cree Nation maintained by the Minister of Indian Affairs and Northern Development (the "Samson Band List"), at any time on or after June 29, 1987, and from whom Samson Cree Nation withheld payment of *per capita* distributions and Special Pays at any point after the person's name was added to the Samson Band List, until August 31, 2020, or, where such person is deceased, the personal representative of the estate of the deceased person (the "Class Members").


3. The Applicant (Plaintiff), Bonnie Lee Bruno, is appointed Representative Plaintiff for the Class Members, as well as for the Subclass Members identified in paragraph 6 below.

4. The claims asserted on behalf of the Class are for breach of fiduciary duty, unjust enrichment and constructive trust. The associated forms of relief asserted on behalf of the Class include declaratory relief, an accounting, restitution, disgorgement, damages or compensation which responds to the claims, all as further set out in the Third Amended Statement of Claim.
5. The Common Issues for the Class are listed in Schedule "A" to this Order.
6. The Subclass consists of

All Class Members who obtained Samson Cree Nation's recognition that they were a member of the Samson Cree Nation pursuant to an agreement they executed or that individuals authorized to do so on their behalf executed whereby the Class Member released Samson Cree Nation of liability for claims with respect to any distribution of money to them at any point after their name was added to the Samson Band List ("Membership Agreement") , from June 29, 1987 and until the date of this Order, or, where such person is deceased, the personal representative of the estate of the deceased person (the "Subclass Members").
7. In addition to the claims asserted on behalf of the Class Members for breach of fiduciary duty, unjust enrichment and constructive trust, and their associated forms of relief, the claims asserted on behalf of the Subclass Members are for declarations that the Membership Agreements are illegal, void or otherwise unenforceable and that Samson Cree Nation's conduct in entering into the Membership Agreements constituted unconscionable wrongdoing towards the Subclass Members.
8. The Common Issues for the Subclass Members are listed in Schedule "B" to this Order.
9. The Litigation Plan for the proceeding is set out in Schedule "C" to this Order.
10. [Date To Be Determined] [TBD] the Samson Cree Nation, with any assistance that The Attorney General of Canada is willing to provide, shall use reasonable efforts to provide to the Plaintiff's counsel with the names, dates of birth, Treaty numbers, last known residential home addresses, telephone numbers and electronic mail addresses ("Contact Information") for all of the Class Members.

11. The form and content of the Notice of Certification at Appendix 1 of Schedule "C" to this Order, and the manner of publication of the Notice of Certification proposed in Schedule "C" to notify the Class Members that this action has been certified as a class proceeding are hereby approved.
12. The Chief and Council of Samson Cree Nation are restrained from having any communications with the Class Members regarding this proceeding until the end of the notice period.
13. A Class Member may opt out of this proceeding by sending to Class Counsel a written election, in the form set out in Appendix 2 to Schedule "C" to this Order, by pre-paid mail, courier, fax or email, by [date TBD]. To be effective the written Opt-Out Form must be received by Class Counsel by no later than [date TBD].
14. No Class Member may opt out of this proceeding after the first date set in para 13, except with leave of the Court.
15. Within 30 days from [the Opt-Out date] Class Counsel shall report to the Court and Samson Cree Nation the names of the persons who have opted out of this proceeding.
16. Samson Cree Nation shall forthwith pay the reasonable costs of publishing the Notice of Certification as directed herein.
17. Leave is granted to file the Plaintiff's Supplemental Brief filed on October 16, 2019, the Samson Cree Nation's Supplemental Response Brief filed on March 3, 2020, and the Plaintiff's Supplemental Reply Brief filed on June 9, 2020 on the record.
18. The Plaintiff is entitled to costs of the certification application, in any event of the cause, in such amount as may be agreed by Counsel, or assessed by the Assessment Officer, payable with interest pursuant to the *Judgment Interest Act*, RSA 2000, c J-1. Such costs shall exclude costs for the Supplemental Submissions, which will await the conclusion of the Common Issues trial. Insofar as there may be issues beyond the jurisdiction of the Assessment Officer, they may be the subject of a specific application by the Plaintiff and sequential written arguments of the parties, followed by oral arguments, if required.
19. The Plaintiff's application for summary judgment with respect to Common Issue 1 is granted.

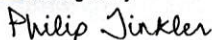
- 20. The Plaintiff's application for summary judgment with respect to Common Issue 2 is granted.
- 21. The Plaintiff's application for summary judgment with respect to Subclass Common Issue 1 is granted, with the exception that Subclass Members must account for *per capita* distributions and Special Pays actually received through the process, but will not have to account for the cash consideration (represented as \$1,000.00) paid for Subclass Members, or the individuals authorized to do so on their behalf, signing the Membership Agreements.
- 22. This Court hereby declares that the Membership Agreements are illegal, void or otherwise unenforceable, with the exception that the Subclass Members must account for *per capita* distributions and Special Pays actually received after the Membership Agreements were entered into, but will not have to account for the cash consideration paid for class members or the individuals authorized to do so on their behalf signing the Membership Agreements.
- 23. The Plaintiff's application for summary judgment with respect to Common Issues 3, 4, 5 and 10, and with respect to Subclass Common Issue 2, are denied.
- 24. If the parties are unable to agree to costs for the summary judgment application, they have leave to apply to the Court.


 AC Justice of the Court of Queen's Bench of Alberta
 made 10/21

Agreed as to form and content.

Dentons Canada LLP

Solicitors for the Plaintiff

Authorized by:


Per:

Philip Tinkler

Rae and Company

Solicitors for the Defendants

Per:


W. Tibor Osvath

Schedule "A"

The following are certified as the Common Issues for the Class:

1. Were the provisions of *An Act to Amend the Indian Act*, RSC 1985, c.32 (1st Suppl.) ("Bill C-31") of no force or effect during the Claim Period?
2. Did Samson Cree Nation have control of its own membership during the Claim Period?
3. During the Claim Period, did Canada credit to Samson Cree Nation's capital account Royalties that were calculated based on the number of members recorded on the Samson Band List, as maintained by the Minister?
4. Did Samson Cree Nation owe to the Class Members, in relation to *per capita* distributions paid to members of Samson Cree Nation but withheld from the Class Members, during the Claim Period, legal, equitable, fiduciary or other obligation(s)? If so, what are they, based on the pleadings herein?
5. Did Samson Cree Nation engage in conduct during the Claim Period which breached an obligation to the Class Members identified in Common Issue 4 above? If so, in what way(s) did Samson Cree Nation do so?
6. Did Samson Cree Nation fraudulently conceal material facts from the Class Members relating to the causes of action asserted in this proceeding? If so, what facts and in what way(s) and during what period or periods of time did Samson Cree Nation do so?
7. If Samson Cree Nation engaged in conduct during the Claim Period which breached an obligation identified in Common Issue 4, has Samson Cree Nation been enriched with a corresponding deprivation of the Class Members by Samson Cree Nation's retention of all, or any part of, the Class Members' share of PCDs and Special Pays, paid or payable, from May 1, 1988 onwards to members of Samson Cree Nation?
8. If the Samson Cree Nation has been enriched with a corresponding deprivation of the Class Members as identified in Common Issue 7, has the Plaintiff shown that

no juristic reason from an established category exists to deny recovery of all or any part of the Class Members' share of the PCDs and Special Pays paid or payable from May 1, 1988 onwards to members of Samson Cree Nation, and all gains earned therefrom from the Defendants?

9. If there is no juristic reason from an established category of law, has the Samson Cree Nation established as a matter of law any residual defence which may constitute a juristic reason for Samson Cree Nation's enrichment at the expense of the Class Members as identified in Common Issue 7?
10. Has the Plaintiff shown that the individual circumstances of Class Members or Subclass Members thereof are not relevant to the determination of whether the claim to a constructive trust and/or equitable lien, at least in an amount equal to the Class Members' share of the PCDs and Special Pays paid or payable from May 1, 1988 onwards to members of Samson Cree Nation and all gains earned therefrom, should be granted?
11. If one or more of the Common Issues 1 through 10 are answered in the Plaintiff's favour, to what remedies in law or in equity are the Class entitled?
12. Should the Trustees be declared a constructive trustee for the benefit of the Class Members – and if so in what amount, and for whom are such proceeds held?
13. Is the relief, if any, to which the Class Members may be entitled capable of assessment on an aggregate basis, and, if so, what amount should the Samson Cree Nation disgorge/hold for the benefit of the Class Members, for whose benefit and why?
14. Does the conduct of the Samson Cree Nation justify an award of punitive or exemplary damages? If so, what amount or amounts are to be awarded to the Class Members, Subclass Members or individuals thereof?
15. Should the Samson Cree Nation pay pre-judgment and post-judgment interest, and at what annual interest rate?

Schedule "B"

The following are certified as the Common Issues for the Subclass:

1. Independent of any individual Subclass Member considerations, are the Membership Agreements illegal, void or otherwise unenforceable?
2. Was Samson Cree Nation's conduct in entering into the Membership Agreements unconscionable conduct towards these Class Members?
3. Did the Membership Agreements fraudulently conceal the fact that Samson Cree Nation's wrongdoing towards these Class Members had occurred?
4. Did Samson Cree Nation knowingly fail to:
 - (a) inform these Class Members of Samson Cree Nation's wrongdoing towards them; or
 - (b) account to them for their share of *per capita* distributions paid to members of Samson Cree Nation during the Claim Period?

Schedule "C"

COURT FILE NUMBER	1403-17729
COURT	COURT OF QUEEN'S BENCH OF ALBERTA
JUDICIAL CENTRE	EDMONTON
PLAINTIFF	BONNIE LEE BRUNO
DEFENDANTS	CHIEF and COUNCIL of the SAMSON CREE NATION and the SAMSON CREE NATION
THIRD PARTY DEFENDANT	THE ATTORNEY GENERAL OF CANADA
DOCUMENT	REVISED LITIGATION PLAN OF THE PLAINTIFF
ADDRESS FOR SERVICE AND CONTACT INFORMATION OF PARTY FILING THIS DOCUMENT	Dentons Canada LLP 2500 Stantec Tower 10220 – 103 Avenue NW Edmonton, Alberta T5J 0K4 Philip S. Tinkler Ph. (780) 423-7102 Fx. (780) 423-7276 File No.: 542879-1/PST

**PLAINTIFF'S LITIGATION PLAN
(as at September 25, 2020)**

DEFINED TERMS

1. The capitalized terms that are not defined in this litigation plan have the same meanings as the defined terms in the Third Amended Statement of Claim filed on October 15, 2019.
2. The following defined terms apply:
 - (1) **"Action"** means this class proceeding, Court File No. 1403-17729, commenced in the **Court**;
 - (2) **"Administrator"** means a person appointed by the **Court** to carry out the functions described in the **Plan**;
 - (3) **"Administrator's Eligibility Decision"** means the **Administrator's** written decision on eligibility;
 - (4) **"Certification Decision"** means the Reasons for Decision of the Associate Chief Justice John D. Rooke on Certification and Summary Judgment pronounced on August 31, 2020 and indexed as *Bruno v Samson Cree Nation*, 2020 ABQB 504.

- (5) **“Chief Referee”** means a person appointed by the **Court** to carry out the functions described in the **Plan**;
- (6) **“Class Counsel”** means the law firm of Dentons Canada LLP;
- (7) **“Class”** and **“Class Members”** means, collectively:
- All persons whose names were recorded on the “Band List”, as that term is defined by the *Indian Act*, RSC 1985, c I-5, as amended, for Samson Cree Nation maintained by the Minister of Indian Affairs and Northern Development (the “Samson Band List”), at any time on or after June 29, 1987, and from whom Samson Cree Nation withheld, payment of *per capita* distributions and Special Pays at any point after the person’s name was added to the Samson Band List, until August 31, 2020, or, where such person is deceased, the personal representative of the estate of the deceased person.
- (8) **“Contact Information”** means the names, Treaty numbers, last known residential addresses, telephone numbers and email addresses of the Class Members in the possession of the Defendants and the Third Party Defendant;
- (9) **“Court”** means the Alberta Court of Queen’s Bench;
- (10) **“CPA”** means *Class Proceedings Act*, S.A. 2003, c C-16.5;
- (11) **“Notice”** means the notice to the **Class** of the certification of the **Action** as a class proceeding;
- (12) **“Notice Program”** means the method of distributing the **Notice** described in paragraph 31(4);
- (13) **“Plan”** means this litigation plan;
- (14) **“Referee”** or **“Referees”** means a person or persons appointed by the **Court** to carry out the functions described in the **Plan**;
- (15) **“Resolution Notice”** means the notice of resolution of the common issues;
- (16) **“Samson Band List”** means the Samson Cree Nation “Band List” as that term is defined by the *Indian Act*, RSC 1985, c I-5, as amended, maintained by the Minister of Indian Affairs and Northern Development and its successor ministries;

- (17) **"Samson Cree Nation"** means, collectively, the Chief and Council of the Samson Cree Nation and Samson Cree Nation;
- (18) **"Statement of Opposition"** means a Defendant's concise statement of material facts responding to a **Claim Form**;
- (19) **"Website"** means the website developed and maintained by Class Counsel at www.scnclclassaction.ca.

OVERVIEW

- 3. This plan contemplates a determination of eligibility and an assessment of each Class Member's beneficial interest in property after the determination of the common issues.

CLASS COUNSEL

- 4. Class Counsel is comprised of the law firm of Dentons Canada LLP. Class Counsel have the requisite knowledge, skill, experience and financial resources to prosecute this class action to conclusion.
- 5. Class Counsel anticipate that prosecuting this action will require:
 - (1) reading, organizing, profiling, scanning, managing and analyzing thousands of documents, and
 - (2) expert evidence with respect to Indian Band Trust monies administration, forensic accountancy, accounting, tracing and valuation of assets, trust administration and a trustee's powers and duties with respect to investment of trust funds.

REPORTING TO AND COMMUNICATING WITH THE CLASS MEMBERS

- 6. Class Counsel anticipate that the records of Samson Cree Nation and of the Third Party Defendant will disclose the names, Treaty numbers, last known residential addresses, telephone numbers and email addresses of all or most of the Class Members.
- 7. Class Counsel will seek from the Government of Canada / Crown-Indigenous Relations, by order of the Court if that becomes necessary, such records under its control as may assist in identifying the members of the Class, their Treaty numbers and the date the names of those individuals were added to the Samson Band List.

8. In the meantime, Class Counsel has obtained records identifying most of the individuals on whose behalf monies were held by the Crown in trust in the "Suspense Account" litigation in Federal Court Action No. T-430-01, *Andrew Mark Buffalo et al v. Her Majesty The Queen*, and have mailed to each such individual a letter notifying them that this action is being prosecuted and inviting them to register their interest in participating in this class action. As a result, Class Counsel are already in contact with many prospective class members, both individually and as a group, via ordinary as well as electronic mail and anticipate that communicating with Class Members in these same ways will be both manageable and effective.
9. Class Counsel has established the Website, which contains information about the status of the action and explains how a class action operates. Copies of some of the publicly-filed Court documents, Court decisions and notices, and other information relating to the action will be posted on or will be accessible from the Website. This will allow Class Counsel to keep the Class Members, wherever resident, informed of the status of the action.
10. The Website includes a "Communications" webpage, a feature that permits putative Class Members to register their interest in receiving notifications via email distribution as well as to submit inquiries to Class Counsel. These inquiries are forwarded directly to Class Counsel who will promptly respond.
11. The Website may also provide a toll-free direct dial telephone number permitting putative Class Members to make inquiries to a live person (to be designated by Class Counsel) if they so desire.
12. The Website may also identify a toll-free telephone number which will contain a recorded message providing information regarding the action. In that event, the recorded message will be updated as required.

CASE MANAGEMENT AND LITIGATION SCHEDULING

13. The Honourable Associate Chief Justice John D. Rooke has been appointed as the case management judge to oversee the conduct of this action.
14. Class Counsel will ask Associate Chief Justice Rooke to set a litigation schedule for:

- (1) any other preliminary applications to be brought by any of the parties;
 - (2) approval of a Confidentiality Order dealing with the personal and financial information of the Class Members, Samson Cree Nation and the Third Party;
 - (3) approval of an appropriate document exchange protocol between the Plaintiff, Samson Cree Nation and Canada;
 - (4) disclosure and production of records;
 - (5) questionings for discovery;
 - (6) the delivery of experts' reports; and
 - (7) the trial of the common issues which will include the representative plaintiff's individual claim for declaratory and other relief.
15. Although no applications other than those indicated in this plan are currently anticipated by the Plaintiff or Samson Cree Nation, additional applications may be required and will be scheduled as the case progresses.
16. The Plaintiff will propose that a schedule of hearing days be set aside for regular case management conferences in order to facilitate the orderly advancement of the action. The Plaintiff will propose these case management conferences should be scheduled to take place approximately every 60 days, or as otherwise may be required.
17. The litigation scheduling order may require amendment from time to time.

COMMON ISSUES

18. The action was certified to proceed to a common issues trial on the 15 common issues and 4 Subclass common issues approved in the Certification Decision and identified in Schedules "A" and "B" of the Certification Order.
19. The Certification Decision granted summary judgment on Common Issue 1 (or, in the alternative, struck out the relevant parts of the Amended Statement of Defence concerning the constitutional applicability and the constitutional validity of Bill C-31 with respect to the Samson Cree Nation), Common Issue 2, and Subclass Common Issue 1.

DOCUMENT EXCHANGE AND MANAGEMENT

20. The Plaintiff anticipates that Samson Cree Nation and the Third Party Defendant have under their control most if not all documentation relating to the proposed common issues, including
- (1) records relating to Samson Cree Nation's interest to Indian Reserve No. 138A, including the natural resources thereof, and the Royalties;
 - (2) records relating to Her Majesty's Capital Account and Revenue Account on behalf of the Maskwacis Bands and the Royalties that are collected and received by Her Majesty and are credited by Her Majesty to the Maskwacis Bands Capital Account;
 - (3) records relating to the apportionment and distribution of the said Royalties as between the Samson Cree Nation and the other Maskwacis Bands;
 - (4) records relating to the Samson Cree Nation's Capital Account, including records that identify and track amounts collected or received by Her Majesty on behalf of the Samson Cree Nation, that are credited by Her Majesty to the Samson Cree Nation's Capital Account, and that Her Majesty authorized to be paid or released to the Samson Cree Nation;
 - (5) records relating to the Samson Cree Nation's Revenue Account, including those that identify and track interest earned on Indian moneys held in the Samson Cree Nation's Capital Account, amounts credited by Her Majesty to the Samson Cree Nation's Revenue Account, and amounts that Her Majesty authorized to be paid or released to the Samson Cree Nation;
 - (6) records relating to Samson Cree Nation's control and management of the Nation's capital and revenue moneys, in particular as it relates to the Nation's *per capita* distributions budget(s), the Nation's other operating budgets, and the transfers to the Kisoniyaminaw Heritage Trust and from the Kisoniyaminaw Heritage Trust to Samson Cree Nation of the Nation's capital and revenue moneys during the Claim Period.

- (7) records relating to the transfer by Her Majesty to the Kisoniyaminaw Heritage Trust of all moneys that were credited to the Samson Cree Nation's Capital Account and Revenue Account during the Claim Period, as well as the records of the Trust in relation to the management and administration of these moneys;
 - (8) records relating to the Samson Band List, the identification of the individuals whose names were entered onto the Samson Band List pursuant to Bill C-31 and the dates when these individuals were added to the Band List;
 - (9) records relating to the transaction dates of payment and the amounts of payments of PCDs and Special Pays made by the Samson Cree Nation to all of its members during the Claim Period;
 - (10) records relating to the Samson Cree Nation's knowledge from time to time of matters relevant to the entitlement of the Class and the Subclass to payment of *per capita* distributions and interest thereon, and the Nation's decisions addressing their entitlement;
 - (11) records relating to the Samson Cree Nation's allegations of laches, acquiescence, delay, waiver and equitable estoppel;
 - (12) records relating to the Samson Cree Nation's allegation of having materially changed its position, acted to its prejudice, or having otherwise been prejudiced by the Membership Agreements with the Class Members, or some of them.
21. The Samson Cree Nation and the Third Party Defendant have been, or will be asked to, preserve and protect all relevant information and business documents, whether in electronic or paper form, including all documents described in paragraph 20 above.
 22. As the Court noted in the Certification Decision, a full accounting of the capital and revenue accounts between DIAND and the Samson Cree Nation by an independent forensic accountant, with full access to all records, is likely necessary. Absent agreement between the parties in this regard, the Plaintiff will seek an order within case management directing production, subject to the terms of the Confidentiality Order, by the Defendants and the Third Party Defendant of all records they control relevant to the Royalties Canada credited to Samson Cree Nation during the Claim Period that were calculated based on the number of members recorded on the Samson Band List, and interest earned

therefrom, and an accounting reference to determine the amount(s) at issue by a Referee.

23. Similarly, and as the Court noted in the Certification Decision, the quantification of the Samson Cree Nation's potential liability and the constructive trust for which the Plaintiff will seek declaratory relief at the common issues trial is relevant, so as not to bifurcate the remedy from the liability in this proceeding. Absent agreement between the parties in this regard, the Plaintiff will seek an order within case management directing production, subject to the terms of the Confidentiality Order, by the Defendants and the Third Party Defendant of all records they control relevant to the quantification of the amount of the Samson Cree Nation's potential global monetary liability on an aggregate basis, as well as the Samson Cree Nation's potential monetary liability broken down on a Class Member by Class Member basis, and an accounting reference to determine the amount(s) at issue by a Referee.
24. Through the approved document exchange protocol, many of these records will be produced to Class Counsel through the Defendants' Affidavits of Records.
25. Additional records will be produced to Class Counsel through normal production, questioning on affidavit and questioning for discovery processes.
26. The Plaintiff's production will, by contrast, be relatively miniscule and will be provided in documentary format.
27. Class Counsel anticipates and is able to handle the intake and organization of the large number of records that will likely be produced by the Defendants. Class Counsel will use data management systems to organize, code and manage the records that are expected to be produced by the Defendants, the Third Party Defendant and any other non-parties.

PRODUCTION FROM NON-PARTIES

28. If required, the Plaintiff may pursue motions with respect to production of documents in the possession, control or power of persons or entities that are not parties to this action.

PLAINTIFF'S EXPERT(S)

29. The Plaintiff has or will retain experts in the areas of Indian Band Trust monies administration, forensic accountancy, accounting, tracing and valuation of assets, trust

administration and a trustee's powers and duties with respect to investment of trust funds, to provide assistance to Class Counsel and produce reports as required. The Plaintiff may retain further experts as deemed necessary and advisable in the future.

MEDIATION

30. Samson Cree Nation and the Plaintiff will participate in one of judicial dispute resolution processes, non-judicial dispute resolution processes, mediation or other alternative dispute resolution processes, under the direction, if any is required, of the Case Management Justice.

CONDUCT OF THE ACTION AS A CLASS PROCEEDING

31. As part of the certification order, the Court will be asked to:
- (1) Set an opt-out date that is no more than ninety (90) days after the date that the Notice of Certification is published , subject to further direction of the Court or written agreement of the parties;
 - (2) settle the form and content of the notification of the certification (the "Notice of Certification") substantially in the form attached hereto as **Appendix 1**.
 - (3) require the Defendants and the Third Party Defendant to provide the Contact Information to Class Counsel for the purpose of disseminating the Notice of Certification to Class members and any further notice that the Court may direct be given to Class Members.
 - (4) settle the particulars of the Notice Program as follows:
 - (i) by the Class Counsel mailing to the last known addresses of the Class Members identified in the records of the Samson Cree Nation and the Third Party Defendant by registered mail and, where the Contact Information discloses a valid email address, emailing a copy of the Notice of Certification to each Class Member identified by the Defendants' and the Third Party Defendant's counsel, or the most recent address as known by Class Counsel;

- (ii) by Class Counsel posting a link to the Notice on the Website and by emailing the Notice to all other persons who contacted Class Counsel and identified themselves, or family members on whose behalf they were acting, as persons who had an interest in the resolution of the Action;
 - (iii) by the Defendants posting the Notice of Certification in a prominent location, or locations, for a period of six months
 - 1. at the Samson Cree Nation Band office,
 - 2. on the Samson Cree Nation website,
 - 3. on the Samson Cree Nation Facebook page,
 - 4. within Samson Cree Nation's newsletter publication Nipisihkopahk Acimowin,
32. The Plaintiff will request that all reasonable costs associated with the Notice Program be paid for by the Defendants.
33. As part of the certification order, the Court will be asked to
- (1) approve the following opt-out procedure:
 - (i) a Class Member may only opt out of the class proceeding by sending a written election to opt out in the form attached hereto as **Appendix 2** to Class Counsel before a date fixed by the court;
 - (ii) no Class Member may opt out after the expiration of the opt-out period, without the leave of the Court;; and
 - (iii) Class Counsel will, within thirty (30) days after the expiration of the opt-out period, file with the Court and serve on Samson Cree Nation and the Third Party Defendant an affidavit identifying all persons who have opted out of the class action;

- (2) The Chief and Council of Samson Cree are restrained from having any communications with Class Members regarding these proceedings until the end of the notice period; and
- (3) Specify that the personal information of the Class Members who opt out of this class proceeding, including their Contact Information, be sealed and kept confidential.

QUESTIONING FOR DISCOVERY

34. Class Counsel anticipates questioning, for purposes of discovery, at least one representative of Samson Cree Nation. The Plaintiff may ask the court for an order allowing the Plaintiff to question multiple representatives of the Defendants, if necessary.
35. Counsel for the Samson Cree Nation may question the representative plaintiff for discovery. Samson Cree Nation may ask the court for an order allowing Samson Cree Nation to question additional Class Members, if necessary.

CLARIFICATION OF COMMON ISSUES

36. From time to time, either the Plaintiff or Samson Cree Nation may ask the Court for an order to clarify and/or redefine the common issues, the Class, Subclass or additional Subclasses as may be required.
37. The Plaintiff will ask the Court for an order directing the Civil Trial Coordinator to set this action down for the trial of the common issues within 6 months after the completion of questionings for discovery, including the delivery of answers to the undertakings and the resolution of any refusals applications, or earlier, in order to secure trial time in advance of the certifications that a Form 37 requires, in circumstances where the Court can be satisfied that the parties will or are likely to be ready by the proposed trial date.

DETERMINING THE COMMON ISSUES AT TRIAL

38. This section of the litigation plan will describe how the Plaintiff intends to establish the claims for breach of fiduciary duty, unjust enrichment and constructive trust, and the associated forms of declaratory relief, an accounting, and restitution, damages or compensation which responds to the claims, across the Class on a common basis.

39. The Plaintiff has, by virtue of the Court's grant of her application for summary judgment in relation to Common Issue 1, succeeded in establishing that during the Claim Period the provisions of Bill C-31 were in force and effect such that all of the Class Members were entitled to distributions of PCDs and Special Pays that Samson Cree Nation made to its members during the Claim Period.
40. The legal effect of the Membership Agreements has also been decided on a Subclass-wide basis. The Court has granted summary judgment with respect to Subclass Common Issue 1, so that independent of any individual Subclass member considerations, the Membership Agreements are illegal, void and unenforceable, except as to accounting.
41. Between establishing the legal status of the Class Members and the existence of Samson's obligation(s) to them in common, questions relating to the claims for breach of fiduciary duty, unjust enrichment and constructive trust, and the associated forms of relief that are claimed, can be decided on a Class-wide basis, subject to any individual issues of any of the Class Members that may require determination after any common issues trial.
42. There will be evidence relating to the allocation and distribution of the Royalties from the Maskwacis Bands Capital Account as between Samson Cree Nation and the other Maskwacis Bands, and the amounts credited to Samson Cree Nation's capital account representing the proportion Samson Cree Nation received on account of the Class Members' membership in the Samson Cree Nation.
43. There will also be evidence relating to the dates of payment and the amounts of Samson Cree Nation's distributions of PCDs and Special Pays to the members of Samson Cree Nation:
44. There will also be evidence relating to Samson Cree Nation's control and management of the Nation's capital and revenue moneys, in particular as it relates to the Nation's *per capita* distributions budget(s), the Nation's other operating budgets, and the transfers to the Kisoniyaminaw Heritage Trust and from the Kisoniyaminaw Heritage Trust from time to time to Samson Cree Nation of the Nation's capital and revenue moneys during the Claim Period.

45. The Plaintiff will lead evidence identifying the Class Members, who have not opted-out, who have claims and the amounts in issue, both on an individual Class Member by Class Member basis as well as, as noted earlier, on a global, aggregate basis.
46. The court could find that the aggregate or part of the Nation's liability can be determined without considering individual issues.
47. If the trial judge finds, pursuant to s. 24(4) of the *CPA* that individual claims need to be made to give effect to the order, the Plaintiff will ask the trial judge to exercise the power under s. 10 of the *CPA* to "amend the certification order, ... decertify the proceeding or ... make any other order it considers appropriate".
48. The common issues trial may determine whether Samson Cree Nation is liable to the Class Members based on the common issues and, possibly, determine a remedy for some Class Members as well as an award of punitive damages. The findings of fact and conclusions on the common issues and the individual claim of the representative plaintiff will permit the judge at the common issues trial to give directions, pursuant to section 28(2) of the *CPA*, to deal with any remaining individual issues.

THE FOLLOWING TERMS OF THIS LITIGATION PLAN PRESUPPOSE THE COURT DETERMINES THE COMMON ISSUES RELATING TO LIABILITY IN FAVOUR OF THE CLASS

THE PROCEDURE FOR RESOLUTION OF THE INDIVIDUAL ISSUES

49. After determining the common issues, the trial judge may be asked to give directions as to the procedure for the determination of the individual issues, which may include holding separate "mini trials" for each Class Member, or may include having a Referee or Referees appointed to deal with some of the claims. The type of hearing will depend upon the nature and the complexity of the issues that need to be resolved to determine the claim in question.
50. The Court may be asked to authorize a hearing or hearings before the Referee(s) to allow the Class Members and the Samson Cree Nation to adduce general and expert evidence which may be applicable to some or all individual claims.
51. A claimant may appear at the individual stage of the proceedings in person or with Class Counsel or such other representative as he or she may designate in writing. A claimant

will be responsible for the cost of such other representation. The Samson Cree Nation may appear by counsel or in person.

52. The Court will be asked to approve protocols for the reference process that:
- (1) establish the procedures to be followed;
 - (2) limit questioning of each Class Member to a maximum of two hours and two hours for the Samson Cree Nation;
 - (3) direct that the time limits for questioning may only be exceeded by agreement of the parties or by order of the Referee;
 - (4) provide that the Referee should have the power to award costs of each hearing;
 - (5) provide that a Referee should have the power to make any order necessary for a fair determination of each hearing; and
 - (6) permit the Referee to hear evidence that is generic in nature in an efficient manner to eliminate the need for duplication.
53. Following every hearing, the Referee shall prepare a written report setting out his / her reasons for decision. A copy of the Referee's report will be filed with the Court and served on the parties to the question or matter and the Administrator. The Referee's report shall be confirmed upon the expiration of 15 days after it is filed with the Court, unless the Samson Cree Nation or the Class Member serves an application to oppose confirmation of the report within that 15 day period.

PROCEDURE FOR DETERMINING REMAINING ISSUES

54. Assuming that the common issues are resolved by judgment in favour of the Class, it will be necessary for the Court to establish and supervise a claims and assessment procedure. The precise structure of the assessment process will depend upon the conclusions reached by the judge at the common issues trial and the Defendant(s) may participate to some extent in the process described in the following paragraphs. The Plaintiff will ask the court to:

- (1) determine the aggregate amount of the Samson Cree Nation's liability or the constructive trust in favour of the Class Plaintiffs, if necessary by a further accounting reference to update, re-calculate or otherwise determine the amount(s) at issue by a Referee;
- (2) determine the amount of the Samson Cree Nation's liability or the constructive trust to which the representative plaintiff and each other member of the Class and Subclass is entitled;
- (3) in the event of an aggregate award, to make an order as to
 - (i) the manner in which the aggregate award or part of it is to be applied,
 - (ii) the basis on which some or all individual class members or Subclass members should share in the award,
 - (iii) whether individual claims need to be made and if so the procedures for determining the claims; and
 - (iv) the distribution or other use or application of any unclaimed or undistributed portion of the award.
- (4) Establish and approve a Compensation Grid. The Compensation Grid will determine the amounts of
 - (i) the Samson Cree Nation's liability or the constructive trust in favour of the Class Plaintiffs, and
 - (ii) the punitive damages award to which each Class Member is entitled, and is to be applied by Class Counsel or the Administrator, as the claims process may require;
- (5) settle the form and content of the Resolution Notice;
- (6) set guidelines to clarify how a Class Member qualifies to be entitled to relief;
- (7) order that the Resolution Notice be distributed substantially in accordance with the Notice Program set out in paragraph 31(4), except that the Resolution Notice will be sent only to those Class Members who did not validly opt out of the Action;

- (8) set a Claims Deadline by which date Class Members will be required to accept the compensation established in the Compensation Grid or, if the circumstances of individual class members requires consideration, to file their Claim Form;
 - (9) appoint an Administrator to hold any monies recovered at the common issues trial and to implement this Plan by, among other things, receiving and evaluating Claim Forms in accordance with protocols approved by the Court;
 - (10) appoint a Referee to decide any issues not decided at the common issues trial. Depending on the number of Class Members, the Court may decide to appoint more than one Referee. In that event, the Court may decide to designate one Referee as the Chief Referee to oversee the dispute resolution process to ensure uniformity in the process; and
 - (11) make an order, if the circumstances of individual Class Members requires consideration, and depending on the method of computation approved by the common issues trial judge, establishing a procedure to:
 - (i) permit Class Members to participate in determining any liability issues that are applicable only to individual class members or subclass members, and
 - (ii) determine the remedies in law or in equity to which the individual class members or subclass members may be entitled (or additional remedies if the court sets a minimum award or other form of relief);
55. The Plaintiff will propose that summary procedures be established to determine any remaining liability issues including:
- (1) the appointment of one or more Referee(s) to determine any remaining liability issues and / or assess individual claims and to establish the procedures to be followed in conducting hearings, inquiries and determinations to those ends, and
 - (2) that identified issues in dispute be resolved as a summary judgment motion in accordance with the *Rules of Court*, including the attendant rights for questioning and attendant appeal rights.

THE ASSESSMENT OF AN AGGREGATE AWARD

56. At the trial of the common issues, or summary judgment, the Plaintiff will ask the Court to award some amount in the aggregate. If such an aggregate award is made, the Class Members will have the right to claim their portion of the aggregate award. The aggregate award sought will be determined by the quantification of the amount of the Samson Cree Nation's potential global monetary liability on an aggregate basis established by a Referee on an accounting reference.

THE CLAIMS PROCESS AND THE ADMINISTRATOR'S ROLE

57. For claims in which the circumstances of individual class members do not require consideration, Class Counsel (or the Administrator) will deliver to each Class Member (1) a notice stating the amount(s) established as the Class Member's entitlement in the Compensation Grid, the amount(s) of any prior charges to be paid on such monies and the final amount to be paid to the Class Member (the "Net Compensation Amount") (2) a release, and (3) payment of the Net Compensation Amount from Class Counsel's (or the Administrator's) Trust Account.
58. A Class Member shall have 60 days from the receipt of the notice, release and payment to sign the release and deliver it to Class Counsel (or the Administrator), failing which the Class member shall be deemed to have signed the release and accepted the Net Compensation Amount.
59. For claims in which the circumstances of individual class members require consideration, the Claim Form will be equivalent to a statement of claim and affidavit of records.
60. Before the Claims Deadline, each claimant must deliver to the Administrator a completed Claim Form with the relevant documents in their possession. Class Members will be encouraged to deliver their Claim Forms and relevant documents electronically.
61. The Administrator will be directed to assist the Class Members in filling out the Claim Form, if they require such assistance.
62. In and with the Claim Form, the claimant will, among other things:
- (1) Assert the basis of his or her eligibility as a Class Member, namely that the claimant is a person the Court has determined to be a Class Member;

- (2) Address any issues that are not determined at the common issues trial;
 - (3) Deliver all relevant documents in his or her possession and under his or her control; and
 - (4) Specify how much compensation the Class Member asserts s/he is entitled to receive, based upon the Compensation Grid, if applicable.
63. The Claim Form will be reviewed by the Administrator for eligibility only. Once it is determined that the Class Member has a potential claim, the Claim Form will be provided directly to a Referee.

The Administrator's Eligibility Decision

64. On the basis of the documents delivered to it, the Administrator shall decide whether or not a claimant is a Class Member who is entitled to claim under this Plan. The Administrator's Eligibility Decision shall be in writing and the Administrator shall, electronically, deliver this decision to the claimants and the Samson Cree Nation.
65. Within 15 days of receipt of the Administrator's Eligibility Decision, the claimant or the Defendant(s) may in writing deliver to the Administrator a demand that a Referee review the Administrator's Eligibility Decision, failing which the Administrator's Eligibility Decision is final.

Review of Administrator's Eligibility Decision by the Referee

66. The Court will designate a single Referee to deal with all eligibility issues. The eligibility review will be dealt with only on the basis of the written record, without oral evidence, unless the Referee orders otherwise.
67. The review of the Administrator's Eligibility Decision shall proceed in such manner as the Referee directs and the Referee shall have the power to award costs of the review to the successful party.
68. The Referee's decision on eligibility is a report which will be confirmed on the expiration of 15 days after a copy is delivered to the claimant and the Samson Cree Nation, unless a notice of motion to oppose confirmation is served within that time.

69. For greater certainty, the eligibility decisions described in paragraphs 67 to 71 will determine only whether or not a claimant is a Class Member.
70. The Administrator will make an electronic copy of each of the Claim Form and the accompanying materials available to the Samson Cree Nation who, as a result of the findings at the common issues trial, has an interest in the process.
71. The Samson Cree Nation shall have 30 days after receipt of the Claim Form and accompanying materials to file electronically with the Administrator a written Statement of Opposition (which should not exceed one page of written submissions) and all relevant documents in its possession or under their control. The Statement of Opposition shall be treated as if it is a statement of defence and affidavit of documents, and shall address both eligibility and entitlement issues.
72. The Administrator will make an electronic copy of the Statement of Opposition and the accompanying materials available to the claimant. The claimant, within 10 days of receipt of the Statement of Opposition, may electronically deliver a written Reply to the Administrator who will, electronically, make it available to the Samson Cree Nation.
73. The Administrator will receive the Claim Form, Statement of Opposition, Reply and all documents in electronic form unless, in the exercise of its discretion, the Administrator decides to receive documents from a particular Class Member in paper form, because, for example, a Class Member does not have access to a computer with internet capability.

THE DISTRIBUTION PROCESS

74. The Samson Cree Nation and/or the Kisoniyaminaw Heritage Trust should be ordered to pay to the Administrator the amount of any aggregate award and any individual assessment immediately after each report becomes final. The Administrator shall hold these monies in a segregated trust account and invest it as the Court directs. The Administrator will not make any distribution to eligible Class Members until authorized to do so by the Court, but Class Counsel may recover a fee if so ordered. The Court will decide when the Administrator may make payments to Class Members.
75. As soon as practicable after all of the Referee's hearings are completed, the Administrator shall, by application on notice to the Class Members, Class Counsel and the Samson Cree Nation, report to the Court the proposed distribution for each Class

Member, including his or her prorated share of any punitive damages award and any pre-judgment interest award.

76. Each eligible Class Member shall sign such documents as the Administrator may require, in accordance with a protocol approved by the Court, as the condition precedent to receiving any distribution.

CLASS COUNSEL FEES AND ADMINISTRATION EXPENSES

77. At the conclusion of the common issues trial, the Court will be asked to fix the amount of Class Counsel fees, disbursements and applicable taxes ("Class Counsel Fees"). Class Counsel will ask the Court to direct the Administrator to pay the Class Counsel Fees out of any monies recovered. Class Counsel Fees are a first charge on every recovery.
78. The Court will be asked to fix the costs of the persons appointed to implement and oversee the Plan, such as the Administrator and the Referee(s), and to order the Defendant(s) to pay these costs.

FINAL REPORT

79. After the Administrator makes the final distribution to Class Members, the Administrator shall make its final report to the Court in such manner as the Court directs and the Court will be asked then to make an order discharging the Administrator.

REVIEW OF THE LITIGATION PLAN

80. This litigation plan will be reconsidered and may be revised under the continuing case management authority of the court, if required, both before and after the determination of the common issues.

APPLICATIONS FOR DIRECTIONS

81. The Administrator, Class Counsel, and the Defendants may apply to the Court for direction in relation to the Plan.

APPENDIX 1 – NOTICE OF CERTIFICATION

IF YOUR NAME WAS ENTERED ON THE BAND LIST FOR THE SAMSON CREE NATION AT ANY TIME ON OR AFTER JUNE 29, 1987 AND YOU WERE NOT PAID A *PER CAPITA* DISTRIBUTION THAT WAS MADE BY THE NATION AFTER YOU BECAME A MEMBER

YOU MAY HAVE LEGAL RIGHTS IN A CLASS ACTION LAWSUIT.

READ THIS NOTICE CAREFULLY AS IT MAY AFFECT YOUR LEGAL RIGHTS.

What's this about?

The Alberta Court of Queen's Bench has authorized a Class Action to proceed against the Chief and Council of the Samson Cree Nation and the Samson Cree Nation (collectively, "Samson Cree Nation"). The Representative Plaintiff for the Class is Bonnie Lee Bruno. The claim alleges that the Samson Cree Nation excluded individuals who became band members pursuant to Bill C-31, from *per capita* distributions ("PCDs") that the Samson Cree Nation paid to its members from time to time after June 29, 1987 (the "Class"). The claim asserts damages, a constructive trust in favour of the Class over the unpaid PCDs and other relief for breach of fiduciary duty by the defendants and for unjust enrichment of the Samson Cree Nation. Samson Cree Nation has denied the allegations made in the claim.

The Court has also granted partial judgment in favour of the Class on some of the common issues that were certified for trial. The Court has not yet made a decision on whether any of the Class members are entitled to succeed in their claims for relief, however

Who is included?

The Court has defined the Class as follows:

All persons whose names were recorded on the "Band List", as that term is defined by the *Indian Act*, RSC 1985, c I-5, as amended, for Samson Cree Nation maintained by the Minister of Indian Affairs and Northern Development (the "Samson Band List"), at any time on or after June 29, 1987, and from whom Samson Cree Nation withheld payment of *per capita* distributions and Special Pays at any point after the person's name was added to the Samson Band List, until August 31, 2020, or, where such person is deceased, the personal representative of the estate of the deceased person (the "Class Members").

If you are not sure whether you are a member of the Class, you should speak to Class Counsel, whose contact information is set out below.

What do I need to do?

If you are a Class Member, **you do not need to do anything to be included** in the Class Action. You will be bound by any decisions on the common issues for the Class and you will be entitled to share in any benefits that Class members may ultimately receive. It is recommended that you contact Class Counsel to

confirm your contact information, however, so that they can notify you from time to time of developments in the lawsuit.

What do I need to do if I do not want to be bound?

If you do not want to be bound by the determinations that are reached in this lawsuit you must opt out of this Class Action (exclude yourself) by sending a written opt-out form, which you have signed, stating that you opt out of the Class Action. The written opt-out form can be obtained from Class Counsel and you must return it to them by pre-paid mail, courier, fax or by email, using the contact information below:

Dentons Canada LLP
Attention: PCD Claim
2500 Stantec Tower, 10220 – 103 Avenue NW
Edmonton, Alberta T5J 0K4
Telephone: 780-423-7102
Facsimile: 780-423-7276
Email: pcdclaim@dentons.com

The written opt-out form must be received by Class Counsel by no later than **[insert date]** and **no Class Member will be permitted to opt out of the Class Action after that date, without the leave of the Court.** If you opt out of the Class Action you will not be represented by Class Counsel in the claim, you will not be bound by any rulings in the lawsuit and you will not be eligible to receive any benefit from its resolution.

What are the costs to me of being part of this Class Action?

Class Members will not be personally liable to pay any legal fees or disbursements to Class Counsel. If the Class Action is successful in obtaining a ruling that the Class Members are entitled to relief, further determination may be made including which Class Members may be entitled to benefit, and how the benefits should be distributed to those Class Members.

Who pays the lawyers?

If the Class Action is successful, legal costs will be deducted from the amounts recovered on behalf of the Class Members. All legal costs must be approved by the Court.

The Representative Plaintiff has retained Class Counsel to conduct the Class Action on behalf of herself and the Class on a contingent fee basis. Class Counsel will only be paid legal fees if the lawsuit is successful. If the lawsuit is successful, Class Counsel will request that legal fees be set by the Court. The Representative Plaintiff's retainer agreement with Class Counsel provides that Class Counsel will be paid a percentage of the total amount they obtain for the Class Members.

Where can I get more information?

Do **not** direct your questions about this Notice to the Court. They should be directed to Class Counsel, using the contact information above. More information about the Class Action can also be found at www.SCNClassAction.ca.

Do **not** contact Samson Cree Nation Chief and Council about your possible claim until [date]. Members of Chief and Council are not allowed to speak to you about this claim until after the Notice period is over. All questions should be directed to Class Counsel.

This Notice contains a summary of some of the terms of the Certification Order in the Class Action. If there is a conflict between the provisions of this notice and the Certification Order, including the Schedules to the Certification Order, the terms of the Certification Order shall prevail.

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

APPENDIX 2 – OPT-OUT FORM

OPT-OUT FORM

SAMSON CREE NATION PCD CLASS ACTION

This form is not a registration form or a claim form. This form excludes you from participation in the Class Action lawsuit between Bonnie Lee Bruno (Representative Plaintiff) and the Samson Cree Nation. If you complete and submit this form, you will not be bound by the rulings on the common issues for the Class and you will not be eligible to receive any compensation or benefit from the resolution of the Class Action. Do not use this form if you want to remain in the Class. If you want to be excluded from the Class, this form must be received by Dentons Canada LLP at the address below by no later than [insert date].

Last Name: _____

First Name: _____

Current Address: _____

No. Apt./Street City Province Postal Code

Treaty Number: _____

Telephone Number: _____

Area code / phone no. (Ext. if applicable)

Alternate Telephone Number(s) _____

Area code / phone no. (Ext. if applicable)

Email: _____

Identification of person signing Opt-Out Form (please check only one):

- I am the class member identified above. I am signing this form to exclude myself from participating in the Class Action between Bonnie Lee Bruno, Representative Plaintiff, and the Chief and Council of the Samson Cree Nation and the Samson Cree Nation.
- I am a representative of the class member identified above. I am signing this form to exclude the class member from participating in the Class Action between Bonnie Lee Bruno, Representative Plaintiff, and the Chief and Council of the Samson Cree Nation and the Samson Cree Nation. **(Attach a copy of court order or other official document appointing you as representative.)**

Purpose for Opting Out [Completion of this section of the Opt-Out Form is voluntary, will not be binding on you if you choose to complete it and has no bearing on the validity of the Opt-Out Form] – (check only one):

- My current intention is to begin individual litigation against the Chief and Council of the Samson Cree Nation and the Samson Cree Nation.
- I am opting out of the class action for a reason other than to begin individual litigation against the Chief and Council of the Samson Cree Nation and the Samson Cree Nation. I am opting out for the following reason(s):

I UNDERSTAND THAT BY OPTING OUT I WILL:

- (1) CEASE TO BE A MEMBER OF THE PLAINTIFF CLASS,**
- (2) NOT BE REPRESENTED BY CLASS COUNSEL IN THE CLAIM,**
- (3) NOT BE BOUND BY THE JUDGMENT ON THE COMMON ISSUES IN THE CLASS ACTION, AND**
- (4) NEVER BE ELIGIBLE TO RECEIVE COMPENSATION OR BENEFITS THAT MAY BE OBTAINED FOR THE CLASS MEMBERS IN THE CLASS ACTION.**

Signature: _____ Date signed: _____

This completed Opt-Out Form must be received by Class Counsel by pre-paid mail, courier, fax or by email no later than **[insert date]**. Class Counsel can be reached at:

Dentons Canada LLP
Attention: PCD Claim
2500 Stantec Tower, 10220 – 103 Avenue NW
Edmonton, Alberta T5J 0K4
Telephone: 780-423-7102
Facsimile: 780-423-7276
Email: pcdclaim@dentons.com