



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**

|        |   |                         |   |             |
|--------|---|-------------------------|---|-------------|
|        | ) | THE HONOURABLE          | ) |             |
| BEFORE | ) | MADAM JUSTICE WILKINSON | ) | 20/FEB/2025 |
|        | ) |                         | ) |             |

ON THE APPLICATION of the Plaintiffs dated February 18, 2025, coming on for hearing at Vancouver, BC on 20/FEB/2025, and on hearing Paul R. Bennett, Naomi Kovak and Nicholas Baker, counsel for the Plaintiffs; Scott Kugler and Ricki Johnston, counsel for the Defendants, Justin Edgar Liu, Lukor Capital Corp., Asiatic Management Consultants Ltd. (Nev.), and Asiatic Management Consultants Ltd. (B.C.); Daniel Yaverbaum, counsel for the Defendants, Sway Capital Corp., Robert Boswell, Bertho Holdings Ltd., Yari Alexander Nieken, David Greenway, and 1113300 B.C. Ltd.; and no one appearing for the remaining Defendants;

THIS COURT ORDERS that:

1. The Settlement Agreement between the Plaintiffs and the Defendants, Justin Edgar Liu (“**Liu**”), Lukor Capital Corp. (“**Lukor Corp.**”), Asiatic Management Consultants Ltd. (Nev.) (“**Asiatic Nev.**”), Asiatic Management Consultants Ltd. (B.C.) (“**Asiatic B.C.**”), Yari Alexander Nieken (“**Nieken**”), David Greenway (“**Greenway**”) and 1113300 B.C. Ltd. (“**1113300 Ltd.**”), dated for reference January 29, 2025 (the “**Settlement Agreement**”), a copy of which is attached (without its Schedule) as Schedule "A" to this Order, is approved and is incorporated by reference into this Order. The Defendant parties to the Settlement Agreement shall collectively be called the “**Settling Defendants**”. Defined terms used in this Order shall have the same meaning as those used in the Settlement Agreement.
2. This Action is certified as a national class proceeding against the Settling Defendants only for the purpose of, and in accordance with the terms of, the Settlement Agreement.
3. Class Members are defined for settlement purposes as all persons, wherever they may reside or be domiciled, other than the Defendants and any other Excluded Persons as that

term is defined below, who acquired securities in the Issuers in the following periods (collectively, the “**Class Periods**”):

- a. in Kootenay Corp. between January 30, 2018 and November 26, 2018;
  - b. in Affinor Inc. between March 5, 2018 and November 26, 2018;
  - c. in Green Corp. between April 12, 2018 and November 26, 2018;
  - d. in Beleave between April 24, 2018 and November 26, 2018;
  - e. in Marapharm. between May 17, 2018 and November 26, 2018;
  - f. in Cryptobloc between May 18, 2018 and November 26, 2018;
  - g. in BLOK between June 1, 2018 and November 26, 2018;
  - h. in PreveCeutical between April 9, 2018 and November 26, 2018;
  - i. in Speakeasy Ltd. between June 29, 2018 and November 26, 2018; and
  - j. in New Point between July 25, 2018 and November 26, 2018.
4. The term “**Excluded Persons**” means the Defendants and:
- a. any other persons or entities who entered into consulting agreements with any of the corporations in paragraph 3 of this Order (the “**Unnamed Consultants**”);
  - b. the past and present subsidiaries, affiliates, officers, directors, senior employees, partners, legal representatives, heirs, predecessors, successors and assigns of the Defendants or any Unnamed Consultants;
  - c. any family members of any of the individual Defendants, or of any individual person who otherwise falls within paragraph 4 (a) and (b) of this Order;
  - d. 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 Second Further Amended Notice of Civil Claim filed November 1, 2024 (the “**SFANCC**”).
5. The Settlement Common Issue certified for determination is whether the Settling Defendants were parties to unlawful conspiracy, as alleged in the SFANCC.

6. The Plaintiffs, Michael Tietz, Duane Lowen, Robin Lee, Mike Dotto, Grant Greenwood, Malcom Runkee, Americo Morlani, Greg Lomnes and Stacey Dionne are appointed as the Representative Plaintiffs on behalf of the Class Members.
7. The Settlement Agreement is fair, reasonable and in the best interests of the Class.
8. The Settlement Agreement is hereby approved pursuant to s. 35 of the *Class Proceedings Act*, RSBC 1996, c 50 and shall be implemented and enforced in accordance with its terms.
9. The Settlement Agreement is incorporated by reference into and forms part of this Order, and is binding upon the Plaintiffs and all Class Members, including those persons who are minors or mentally incapable.
10. The Settling Defendants have no responsibility for and no liability whatsoever with respect to the administration of the Settlement Agreement, the administration, investment, or distribution of the Settlement Amount, or the distribution protocol.
11. This Order, including the Settlement Agreement, is binding upon each Class Member who does not validly opt-out of the Class in accordance with the terms of the Settlement Administration Plan, to be approved by the Court at a later date.
12. This Order, including, without limiting the generality of the foregoing, the certification of this Action against the Settling Defendants, and the definitions of the Class Members and the Settlement Common Issue, 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 the Action, and any matter of proceeding related to any of the foregoing, save and except as otherwise provided in this Order.
13. 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 Actions, including, without limitation, with respect to securities of the Issuers purchased or sold between January 30, 2018 and November 26, 2018.

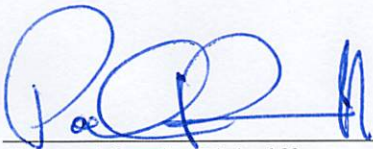
14. All claims for contribution, indemnity, other claims over and other relief, whether asserted, unasserted or asserted in a representative capacity, inclusive of interest, taxes and costs, relating to the claims against the Settling Defendants, which were or could have been brought in the Actions, in any other proceeding, or otherwise by any Non-Settling Defendant, as defined in the Settlement Agreements, 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 Settlement).
15. 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 the Action, and any determination by the Court in respect of the proportionate liability of the Settling Defendants shall only apply in the Action and shall not be binding in any other proceeding.
16. 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.
17. 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 Settlement and any dispute that may arise with respect to the Settlement Agreement and this Order.
18. All persons and entities provided with notice of this Application shall be bound by the declarations made in, and the terms of, this Order.
19. Leave is granted to the Plaintiffs to amend the SFANCC in the Action to add the following paragraphs:
  - xx. Effective January 29, 2025, the Plaintiffs and the Class entered into a Settlement Agreement with the former Defendants Liu, Lukor Corp., Asiatic Nev., Asiatic B.C., Nieken, Greenway, and 1113300 Ltd. ("**Settling Defendants**"). The Settlement Agreement was approved by the Supreme Court of British Columbia by order made [DATE].
  - xx. Pursuant to the Settlement Agreement, the Plaintiffs and the Class waive all rights to recover from the Non-Settling Defendants any portion of their damages which are attributable to any fault of the Settling Defendants and for which any of the Non-Settling Defendants could claim for contribution, indemnity and/or other relief

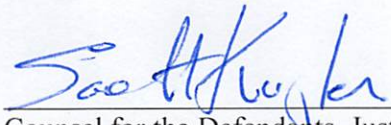
pursuant to the *Negligence Act*, R.S.B.C. 1996, c. 333, any successor legislation, or otherwise.

20. Nothing in this Order or the Settlement Agreements shall limit or in any way vary the Plaintiffs' document production obligations under the *Supreme Court Civil Rules*.
21. This Order shall be declared null and void on subsequent motion made on notice in the event that the Settlement Agreement is terminated in accordance with its terms.
22. Endorsement of this Order by the Non-Settling Defendants or their counsel shall be dispensed with.

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:



Counsel for the Plaintiffs  
Paul R. Bennett

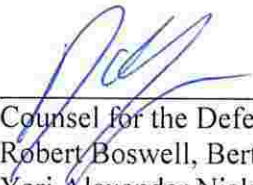


Counsel for the Defendants, Justin Edgar Liu,  
Lukor Capital Corp., Asiatic Management  
Consultants Ltd. (Nev.), and Asiatic Management  
Consultants Ltd. (B.C.)  
Scott Kugler

By the Court.

\_\_\_\_\_  
Registrar

**[endorsements attached]**



---

Counsel for the Defendants, Sway Capital Corp.,  
Robert Boswell, Bertho Holdings Ltd.,  
Yari Alexander Nieken, David Greenway,  
and 1113300 B.C. Ltd  
Daniel Yaverbaum

THIS ORDER MADE AFTER APPLICATION was prepared by the law firm of Bennett Mounter 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. Mounter

## Schedule "A"

### SETTLEMENT AGREEMENT

This Settlement Agreement (the "Settlement Agreement") is dated for reference January 29, 2025, by and between:

- (a) The plaintiffs, Michael Tietz, Duane Loewen, Robin Lee, Mike Dotto, Grant Greenwood, Malcom Runke, 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");
- (b) The plaintiffs, Michael Tietz, Duane Loewen and Stacey Dionne by assignment of PreveCeutical Medical Inc. ("PreveCeutical", and the "Plaintiffs by Assignment") of British Columbia Supreme Court Action No. S1813498 (the "PreveCeutical Action" and, together with the Action, the "Actions"), on behalf of the Class; and
- (c) Justin Edgar Liu ("Liu"), Lukor Capital Corp. ("Lukor Corp."), Asiatic Management Consultants Ltd. (Nev.) ("Asiatic Nev."), Asiatic Management Consultants Ltd. (B.C.) ("Asiatic B.C."), Yari Alexander Nieken ("Nieken"), David Greenway ("Greenway"), and 1113300 B.C. Ltd ("1113300 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"), including the Settling Defendants, participated in a scheme where certain of the Defendants, including Liu, Lukor Corp., Asiatic Nev. and 1113300 Ltd., referred to in the Second Further Amended Notice of Civil Claim filed February 23, 2023 (the "SSFANCC") as the "Purported Consultants", in 2018, acquired shares in certain of the Defendants, referred to in the SFANCC 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 subsequent to the alleged deception;

- B. it is alleged in the SFANCC that the Settling Defendants are Purported Consultants liable for damages for unlawful conspiracy, or are personally liable for any damages for unlawful conspiracy awarded against Purported Consultants for which they acted as an officer or director, or both, and that Nieken, as a former officer and director of the Defendant, Citation Growth Corp., is also liable for statutory damages for secondary market misrepresentation pursuant to s. 140.3 and s. 140.5 of the *Securities Act*, RSBC 1996, c.418 as well as damages for fraudulent misrepresentation, or, in the alternative, negligent misrepresentation;
- C. PreveCeutical commenced the PreveCeutical Action against certain of the Defendants in the Action, including the Settling Defendants, Liu and Lukor Corp., alleging in the Notice of Civil Claim (“NCC”) that PreveCeutical was the victim of fraud, conspiracy, breach of contract and other wrongs by Liu and Lukor Corp., and the other defendants in the PreveCeutical Action, also called “Purported Consultants”, with respect to the same transactions involving PreveCeutical which are the subject of the claims asserted in the Action, and for which wrongs PreveCeutical sought from those defendants damages and other remedies in the PreveCeutical Action;
- D. by order of the Court dated April 4, 2022, the PreveCeutical Action was assigned to the Plaintiffs by Assignment;
- E. the Settling Defendants deny all of the allegations and claims for relief in the Action(s) in which they are named, 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(s) as applicable;
- 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(s) in which they are named or could have been named;

- 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(s) in which they are named, the Settling Defendants have negotiated and entered into this Settlement Agreement to avoid the further expense, inconvenience, and burden of the Action(s), and any other present or future litigation arising out of the facts that gave rise to the Action(s), and to achieve a resolution of all claims asserted or which could have been asserted against them, by the Plaintiffs and the Plaintiffs by Assignment, on their own 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(s) in which they are named, 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(s), 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(s), 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, including the Plaintiffs by Assignment, and the Class, and counsel for Liu, Lukor Corp., Asiatic Nev., and Asiatic B.C. (collectively, "**Liu Group Settling Defendants**"), and counsel for Nieken, Greenway and 1113300 Ltd (collectively, "**NG Defendants**");
- K. the Settling Defendants, Nieken, Greenway and 1113300 Ltd., are not represented by counsel in the Action (including counsel for the Liu Group Settling Defendants), and it has been recommended to them by Class Counsel that they obtain independent legal advice with respect to the binding nature of this Settlement Agreement, and their rights and obligations under it, and they have in fact each obtained independent legal advice with respect to this Settlement Agreement;

- L. the Parties and their counsel, as applicable, 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(s);
- M. the Parties desire and intend to seek court approval of this Settlement Agreement as set forth herein; and
- N. 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(s) against them, including any alleged unlawful conduct.

NOW, THEREFORE, for value received, 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 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 all persons, wherever they may reside or be domiciled, other than the Defendants and any other Excluded Persons as that term is defined below, who acquired securities in the Issuers in the following periods (collectively, the **"Class Periods"**):
    - (i) in Kootenay Corp. between January 30, 2018 and November 26, 2018;
    - (ii) in Affinor Inc. between March 5, 2018 and November 26, 2018;
    - (iii) in Green Corp. between April 12, 2018 and November 26, 2018;

- (iv) in Beleave between April 24, 2018 and November 26, 2018;
  - (v) in Marapharm. between May 17, 2018 and November 26, 2018;
  - (vi) in Cryptobloc between May 18, 2018 and November 26, 2018;
  - (vii) in BLOK between June 1, 2018 and November 26, 2018;
  - (viii) in PreveCeutical between April 9, 2018 and November 26, 2018;
  - (ix) in Speakeasy Ltd. between June 29, 2018 and November 26, 2018; and
  - (x) in New Point between July 25, 2018 and November 26, 2018.
- (c) “**Class Counsel**” means the law firms of Bennett Mounteer LLP and Camp Fiorante Matthews Mogerman 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 could be used at trial by any party of record in this Action to prove or disprove a material fact 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) “**Excluded Persons**” means the Defendants and:
    - (i) any other persons or entities who entered into consulting agreements with any of the corporations in paragraph 3 of this Order (the “**Unnamed Consultants**”);

- (ii) the past and present subsidiaries, affiliates, officers, directors, senior employees, partners, legal representatives, heirs, predecessors, successors and assigns of the Defendants or any Unnamed Consultants;
  - (iii) any family members of any of the individual Defendants, or of any individual person who otherwise falls within paragraphs 1(h)(i) and (ii) above;
  - (iv) 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 paragraphs 1(h)(i) and (ii) above;
- (i) **“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 SFANCC;
  - (j) **“Opt-Out Party”** means a person who would otherwise be a Class Member but who opts out of the Class in accordance with the terms of the Settlement Administration Plan;
  - (k) **“Opt-Out Threshold”** means the aggregate loss of all Opt-Out Parties confidentially agreed upon by the Parties in the collateral agreement entered into by the Parties dated January 29, 2024, as giving rise to the Settling Defendants’ right to terminate the Agreement hereunder.
  - (l) **“Settlement”** means the settlement described in this Settlement Agreement;
  - (m) **“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;
  - (n) **“Settlement Amount”** means the all-inclusive sum of one million, eight hundred and eighty thousand dollars in lawful Canadian currency (CAD \$1,880,000);

- (o) **“Settlement Approval Hearing”** means the date the Court is scheduled to consider the Settlement Approval Order;
- (p) **“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”;
- (q) **“Settlement Fund”** means a trust account held by Class Counsel which will hold the Settlement Amount.

### III. APPROVAL PROCESS

2. The Parties shall respectively take all reasonable steps to expeditiously effect this Settlement, and to secure the prompt discontinuance of:
  - (a) the Action, as against the Settling Defendants; and
  - (b) the PreveCeutical Action, as against Liu and Lukor Corp.both to be 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, and 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 either at or subsequent to 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, the Settlement Agreement will automatically terminate and:

- (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:
- (a) the Action, as against the Settling Defendants; and
  - (b) the PreveCeutical Action, as against Liu and Lukor Corp.

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

7. At least 15 days prior to the Settlement Approval Hearing, the Liu Group Settling Defendants will pay or cause to be paid one million dollars (CAD \$1,00,0000) of the Settlement Amount to, Dennis James Aitken LLP in trust, with irrevocable instructions to Dennis James Aitken LLP to:
- (a) hold that 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 continue to hold that amount or return it as instructed by the Settling Defendants; and
  - (c) if the Settlement is approved in accordance with the terms of this Settlement

Agreement, to pay that amount to Bennett Mounter LLP in trust within 15 days after the Effective Date of Settlement.

8. If the Settlement is approved in accordance with the terms of this Settlement Agreement, the Liu Group Settling Defendants will pay or cause to be paid the remaining amount of the Settlement Amount in accordance with the following payment schedule, in each case making the payment or causing it to be made to Dennis James Aitken LLP in trust with irrevocable instructions to pay it to Bennett Mounter LLP in trust:
  - (a) Within sixty (60) days after the the Effective Date of Settlement, the sum of two hundred thousand dollars (CAD \$200,000);
  - (b) Within six (6) months after the Effective Date of Settlement, a further two hundred thousand dollars (CAD \$200,000);
  - (c) Within eight (8) months after the Effective Date of Settlement, a further two hundred thousand dollars (CAD \$200,000); and
  - (d) Within ten (10) months after the Effective Date of Settlement, a further two hundred and eighty thousand dollars (CAD \$280,000).
9. Upon receiving each payment set out above, Class Counsel will deposit those monies into the Settlement Fund.
10. 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 and the Settling Defendants shall have no further liability in respect of any these or any other expenses or costs.
11. Except as hereinafter provided, all interest earned on the Settlement Amount shall accrue to the benefit of the Class Members and shall become and remain part of the Settlement Fund.

12. Subject to paragraph 13, all Canadian taxes payable on any interest which accrues on the Settlement Fund or otherwise in relation to the Settlement Fund shall be the sole responsibility of the Class. As applicable, Class Counsel or such third-party claims administrator as may be appointed by the Court shall be solely responsible to fulfill all tax reporting and payment requirements arising from the Settlement Fund, including any obligation to report taxable income and make tax payments. All taxes (including interest and penalties) due with respect to the income earned by the Settlement Fund shall be paid from the Settlement Fund.
13. The Settling Defendants shall have no responsibility to make any filings relating to the Settlement Fund and shall have no responsibility to pay tax on any income earned by the Settlement Fund or pay any taxes on the monies in the Settlement Fund, unless this Settlement Agreement is terminated, in which case the interest earned on the Settlement Fund shall be paid to the Settling Defendants who, in such case, shall be responsible for the payment of all taxes on such interest.
14. Other than in the event of termination under Part X herein, the Settling Defendants shall have no legal or beneficial interest in the Settlement Fund.

**V. WAIVER OF COSTS**

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

**VI. COOPERATION – SCOPE OF COOPERATION**

16. The Settling Defendants agree to provide reasonable cooperation to the Plaintiffs and Class Counsel in accordance with the requirements of this Part VI.
17. The Parties respectively acknowledge and agree that all information and Documents provided by the Settling Defendants to the Plaintiffs under this Settlement Agreement may only be used by the Plaintiffs in connection with the investigation, prosecution and

settlement of the claims in the Actions including, without limitation, the prosecution of the claims in the Actions against the Non-Settling Defendants, and 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, including providing the disclosing Party with 14 days' notice before any Document is filed as part of the public record or otherwise disclosed, or such notice that it is reasonably practical for the Plaintiffs to provide in the circumstances, to permit the disclosing Party to seek a confidentiality or sealing order if the disclosing Party so chooses.

18. The cooperation that is to be provided by the Settling Defendants under this Settlement Agreement shall be limited strictly to the Action(s) to which they are named, and the allegations currently asserted, as set out in the SFANCC in the Action, and the NCC in the PreveCeutical Action.
19. For the purpose of Part VI, "**Relevant Documents**" shall be defined as any non-privileged documents that are relevant to the following matters:
  - (a) meetings between any of the Defendants between January 1, 2018 and November 26, 2018 with respect to cheque swaps by any name in respect of the Issuers, securities of Issuers, trading strategies in respect of the Issuers, and coordination of trading in securities of the Issuers;
  - (b) individual and group participation in any of the private placements of the Issuers between January 1, 2018 and November 26, 2018 by any of the Defendants;
  - (c) disclosure by the Issuers about (i) the private placements between January 1, 2018 and November 26, 2018; and (ii) requests from exchange operators (*e.g.*, OTC

Markets) to comment on increased trading between January 1, 2018 and November 26, 2018 in securities of the Issuers;

- (d) consulting fees paid by the Issuers to the Defendants;
- (e) consulting work for the Issuers by the Defendants;
- (f) holdings of securities in Issuers by any of the Defendants between January 1, 2018 and November 26, 2018, including spreadsheets, and trade confirmations and statements created by a Dealer Member (as defined by the Canadian Investment Regulatory Organization; “**CIRO**”);
- (g) trading and order activity in the securities of Issuers by any of the Defendants between January 1, 2018 and November 26, 2018, including communications with Registered Representatives and Dealer Members (as defined by CIRO);
- (h) off-market (*i.e.*, private) sales and transfers of securities in Issuers involving a Defendant between January 1, 2018 and November 26, 2018;
- (i) financial assistance, in any manner or form, given or received, directly or indirectly, involving a Defendant with respect to private placement purchases and including loans between January 1, 2018 and November 26, 2018 relating to an Issuer;
- (j) receipt of proceeds, direct or indirect, in any manner or form, from the trading of private placement shares in the Issuers between January 1, 2018 and November 26, 2018, and the transfer of proceeds from such trading of private placement shares in the Issuers involving a Defendant; and
- (k) receipt of proceeds, direct or indirect, in any manner or form, from consulting fees paid by Issuers to a Defendant;

20. Upon execution of this Settlement Agreement, the Liu Group Settling Defendants shall:

- (a) preserve any Relevant Documents in their possession from all cloud-based accounts associated with Liu including (collectively, the “**Document Sources**”):

- (i) email ([justinliu2828@gmail.com](mailto:justinliu2828@gmail.com) and [justinliu2828@icloud.com](mailto:justinliu2828@icloud.com));
  - (ii) WhatsApp;
  - (iii) Signal; and
  - (iv) iMessage;
- (b) instruct their counsel to preserve any Relevant Documents in their counsel's possession, which, for the sake of clarity, does not include any documents disclosed by the British Columbia Securities Commission in any British Columbia Securities Commission proceedings involving the Settling Defendants (the "**Counsel Documents**"); and
- (c) preserve or obtain copies of all account statements for bank accounts in the name of a Liu Group Settling Defendant, for the period between January 1, 2018 and November 26, 2018, which reflect the following (collectively, the "**Bank Statements**"):
- (i) the receipt of consulting fees directly from any Defendant, or a party or entity related to a Defendant, which were initially paid by an Issuer to that Defendant;
  - (ii) the payment to another Defendant, or a party or entity related to a Defendant, of funds for the purpose of that Defendant subscribing to shares in one of the private placements at issue in the Action; and
  - (iii) the receipt of funds which reflect (a) the proceeds of sale of shares acquired by another Defendant in one of those private placements, or (b) the proceeds of short sales in an Issuer by another Defendant, where the shares acquired by the other Defendant in one of those private placements were used to settle the short sales;

(the Bank Statements may be redacted to exclude transactions that do not reflect the description in items (i)–(iii) above);

- (d) prepare a list of all broker accounts used by the Liu Group Settling Defendants to purchase and sell or transfer shares in the Issuers between January 1, 2018 and November 26, 2018 (the “**Broker Accounts**”); and
  - (e) preserve or obtain copies of all available:
    - (i) account statements for the Broker Accounts for the period between January 1, 2018 and November 26, 2018 redacted except as to any entries reflecting the purchase or sale of shares in any of the Issuers (the “**Account Statements**”); and
    - (ii) confirmations of trades of shares in any of the Issuers made between January 1, 2018 and November 26, 2018 redacted except as to any entries reflecting the purchase or sale of shares in any of the Issuers (the “**Confirmation Slips**”).
21. Within 30 days after the Effective Date of Settlement, the Settling Defendants shall deliver the Relevant Documents within their respective power or control, which for the Liu Defendants shall include the Counsel Documents, the Bank Statements, the list of Broker Accounts, the Accounts Statements and the Confirmation Slips.
22. The Plaintiffs may request in writing the production by the Settling Defendants of additional Relevant Documents that identifies the additional documents or classes of documents with reasonable specificity and identifies the reason why such additional documents should be disclosed (the “**Request**”). 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 29 below.
23. At the request of the Plaintiffs and upon reasonable notice, Liu, Nieken and Greenway shall:

- (a) make themselves available to provide information relating to the allegations in the Action(s), as applicable to them, in a personal interview with Class Counsel, on a mutually convenient date and at a location chosen by Liu, Nieken, and Greenway in their sole discretion. Each such interview shall take place on a single day and shall last no more than six (6) hours, including reasonable breaks, except for good cause, may be transcribed by a court reporter and Liu, Nieken, and Greenway can be accompanied by legal counsel at any interview; and
  - (b) make themselves reasonably available to provide evidence at the trial of the Action(s), as applicable, and to be reasonably available to provide an affidavit or declaration and attend at a cross-examination in support of a summary judgment application brought by or against the Plaintiffs in the Action or, as applicable, the Plaintiffs by Assignment in the PreveCeutical Action.
- 24. The reasonable costs and expenses of Liu, Nieken, and Greenway in relation to providing the information and evidence set out in paragraph 23 shall be the responsibility of the Plaintiffs.
- 25. 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(s), and the Plaintiffs shall pursue no other means of discovery and/or evidentiary disclosure as against the Settling Defendants in connection with the Action(s). Neither the Plaintiffs nor Class Counsel shall be permitted to use the documents produced by the Settling Defendants pursuant to this Settlement Agreement for any purpose other than to enforce the terms of this Settlement Agreement or in the Actions. To avoid any ambiguity, nothing in this agreement shall affect the discovery obligations of any defendant Issuer.
- 26. 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 shall be construed to require, the Settling Defendants to disclose any information or Documents that were produced to them, or disclosed to them, by the B.C. Securities Commission or any other Person that may not lawfully be disclosed.

27. 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.
28. 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(s). Accordingly, the Plaintiffs agree to exercise good faith in seeking cooperation from the Settling Defendants, and to avoid seeking information that is unnecessary, cumulative, or duplicative and agree to avoid imposing undue or unreasonable burden or expense on the Settling Defendants.
29. 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 Relevant 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.
30. The Settling Defendants' obligation to cooperate under this Settlement Agreement shall cease at the date of final judgment in the Action(s) as against all Defendants (or, if applicable, the date of any settlement approval order that disposes of the Action(s)).

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

31. Upon the Effective Date of Settlement, the Plaintiffs, Plaintiffs by Assignment, 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, including any and all allegations of a scheme, or the facts which could have been pled in the Actions, including, without limitation, with respect to securities of the Issuers purchased or sold between January 30, 2018 and November 26, 2018.

32. The Parties expressly acknowledge and agree that the covenant set out in paragraph 29 above is not a Release, and shall not be construed to be a Release, and that the Plaintiffs, Plaintiffs by Assignment, and the Class Members, expressly reserve all rights of action, claims and demands they have against the Non-Settling Defendants in the Actions, except that the Plaintiffs, Plaintiffs by Assignment, and the Class Members covenant, undertake and agree that they will not seek to recover in the Actions, as applicable, or by any other proceedings or means, any portion of the losses they claim, or could claim, in the Actions which a court or other tribunal may attribute to the Settling Defendants, and the Plaintiffs and the Class Members shall amend the SFANCC as set out in the Settlement Approval Order, and the Plaintiffs by Assignment shall amend the NCC in the PreveCeutical Action as set out in the Settlement Approval Order.

## **VIII Bar Order**

33. The Settlement Approval Order shall contain a bar order that includes the following provisions:
  - (a) 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 the Actions, in any other proceeding, or otherwise by 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 Class).

- (b) 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:
  - (i) 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;
  - (ii) 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
  - (iii) the Court shall have full authority to determine the proportionate liability of the Non-Settling Defendants at the trial or other disposition of the Actions, 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 the Actions, as applicable, and any determination by the Court in respect of the proportionate liability of the Settling Defendants shall only apply in the Actions, as applicable, and shall not be binding in any other proceeding.

**IX. SETTLEMENT ADMINISTRATION**

34. On or after the Settlement Approval Hearing, the Plaintiffs will apply to the Court for approval of 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 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 the determination of eligible claims and the amount of those claims, and the subsequent payment of them.
35. The Court shall have complete discretion to either approve or amend the Settlement Administration Plan. The Settlement Administration Plan shall not form part of this Settlement Agreement and 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.
36. Neither the Settling Defendants nor their Counsel shall have any responsibility, financial obligations or liability whatsoever with respect to the investment, distribution or administration of monies in Settlement Fund including, but not limited to, administration expenses and Class Counsel fees.
37. The Settling Defendants shall not have standing to make submissions regarding the Settlement Administration Plan.
38. The Settlement Fund shall be disbursed in accordance with the Settlement Administration Plan or as otherwise directed by the Court.

**X      TERMINATION**

39. The Settling Defendants shall, in their sole discretion, have the right to terminate the Settlement Agreement in the event that: (i) the Court refuses or declines to grant a bar order that is materially in accordance with the provisions of this Settlement Agreement; or (ii) the number of Opt-Out Parties exceeds the Opt-Out Threshold.
40. The Opt-Out Threshold shall be stated in a collateral agreement executed contemporaneously with the execution of this Settlement Agreement. The Opt-Out Threshold shall be redacted in the collateral agreement that is filed with the Court or otherwise made available to the public. The collateral agreement, without redaction of the Opt-Out Threshold, shall not be published and shall be kept confidential by the parties unless the Court orders its publication or disclosure.
41. The Plaintiffs shall, in their sole discretion, have the right to terminate the Settlement Agreement if the Liu Group Settling Defendants have failed to pay, as and when due in accordance with paragraphs 7-8, any part of the Settlement Amount payable under this Settlement Agreement. The Plaintiffs shall also have the right to terminate this Settlement Agreement solely as against one or more of the Settling Defendants Nieken, Greenway or 1113300 if that particular Settling Defendant is in material breach of the cooperation provisions in Part VI of this Settlement Agreement, as determined by the Court on application by the Plaintiffs, and following 10 days written notice that that particular Settling Defendant is in material breach. No right of termination against any of Nieken, Greenway or 1113300 based on a finding by the Court of material breach of the cooperation provisions in Part IV of this Settlement Agreement shall give rise to any rights of termination against the others of Nieken, Greenway and 1113300 or any other Settling Defendant.
42. If the Plaintiffs elect to terminate the Settlement Agreement against any of Nieken, Greenway or 1113300 as result of the Court's finding of a material breach of the cooperation provisions in Part IV of this Settlement Agreement by that Settling Defendant, the Settlement Agreement and any orders made pursuant to it shall be void solely as against that Settling Defendant and shall remain in full force and effect against the remaining Settling Defendants. The notice provisions in paragraph 43 of this Settlement Agreement

shall apply as appropriate and applicable as against that Settling Defendant against whom termination is sought, except that the Plaintiffs shall not be obligated to return monies in the Settlement Fund in accordance with paragraph 43(i).

43. If a Party elects to terminate the Settlement Agreement, a written notice of termination shall be provided within thirty (30) days following the event giving rise to the right of termination. Upon delivery of such a written notice or the automatic termination of the Settlement Agreement:
- (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);
  - (c) no motion to certify Action as a class proceeding against the Settling Defendants on the basis of this Settlement Agreement or to approve this Settlement Agreement, which has not been heard, shall proceed;
  - (d) the Parties will cooperate in seeking to have any prior order certifying the Action as a class proceeding for settlement purposes set aside and declared null and void and of no force or effect, and all Parties shall be estopped from asserting otherwise;
  - (e) within ten (10) days of such termination having occurred, Class Counsel shall destroy all documents or other materials provided by the Settling Defendants pursuant to this Settlement Agreement or containing or reflecting information derived from such documents or other materials received from the Settling Defendants and, to the extent Class Counsel has disclosed any documents or

information provided by the Settling Defendants to any other person, shall recover and destroy, or give instructions to destroy and confirm the destruction of such documents or information. Class Counsel shall certify this destruction in writing to the Settling Defendants' counsel. Nothing contained in this paragraph shall be construed to require Class Counsel to destroy any of their work product. However, any such work product may not be disclosed to any person in any manner or used, directly or indirectly, by Class Counsel in any way for any reason, without the express prior written permission of the Settling Defendants. Class Counsel shall take appropriate steps and precautions to ensure and maintain the confidentiality of such work product;

- (f) any prior certification or authorization of the Action as a class proceeding on the basis of this Settlement Agreement, including the definitions of the Class and the Common Issue pursuant to this Settlement Agreement, shall be without prejudice to any position that any of the Parties may later take on any issue in the Action or any other litigation;
- (g) any step taken by the Settling Defendants in the Action in relation to this Settlement Agreement shall be without prejudice to any position that the Settling Defendants may later take in respect of any procedural or substantive issues in the Action or any proceedings in Canada, or in respect of the jurisdiction of the Court or any other court in Canada over the Settling Defendants or its deeds or other conduct;
- (h) Class Counsel shall forthwith deliver consents in writing to counsel for the Settling Defendants authorizing the Settling Defendants to bring applications before the Court for orders:
  - (i) declaring this Settlement Agreement to be null and void and of no force or effect;
  - (ii) setting aside any order certifying the Action as a class proceeding on the basis of this Settlement Agreement; and
  - (iii) directing that the balance in the Settlement Fund be paid to the Settling

Defendants in the proportions that the Settling Defendants contributed those moneys to the Settlement Fund;

- (i) Class Counsel shall return to the Settling Defendants all monies in the Settlement Fund including accrued interest, but less the amount of any income taxes paid in respect of any interest earned on monies in the Settlement Fund, and less any costs and expenses that have been actually incurred as at the date of termination in relation to providing notice as required pursuant to the Settlement Agreement, within thirty (30) business days of the relevant termination event.

- 44. Any order, ruling or determination made by any Court with respect to Class Counsel fees, disbursements or honouraria shall not be a material modification of all, or a part, of this Settlement Agreement and shall not give rise to a right of termination for either Party.
- 45. The Plaintiffs and Class Members acknowledge that they are aware that they may hereafter discover facts in addition to, or different from, those facts which they know or believe to be true with respect to the subject matter of the Settlement Agreement, and that it is their intention that this Settlement Agreement shall be and shall remain in effect notwithstanding the discovery or existence of any such additional or different facts.

#### **VIII. GENERAL**

- 46. The recitals to this Settlement Agreement are true and accurate, and form part of this Settlement Agreement.
- 47. 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.
- 48. The division of the Settlement Agreement into sections and the insertion of headings are for convenience of reference only and shall not affect the construction or interpretation of

this Settlement Agreement.

49. Words in the singular include the plural and vice-versa and words in one gender include all genders.
50. 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.
51. In the event any term of the Settlement agreement is breached or alleged to have been breached by a Settling Defendant, the Plaintiffs shall only have recourse as against that Settling Defendant. The Settlement as between the other Settling Defendants and the Plaintiffs will not be affected by any breach or alleged breach by the breaching Settling Defendant.
52. The Court shall retain continuing jurisdiction over the Parties and over the administration and enforcement of the Settlement and the benefits to the Plaintiffs and the Class Members hereunder.
53. 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.
54. 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.
55. Dennis James Aitken LLP warrants that it is fully authorized to execute this Settlement Agreement on behalf of the Liu Group Settling Defendants.
56. Harper Grey LLP warrants that it is fully authorized to execute this Settlement Agreement on behalf of the NG Defendants.

57. 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.
58. This Settlement Agreement shall be construed under and governed by the laws of the Province of British Columbia.
59. The Parties have negotiated and fully reviewed the terms of this Settlement Agreement, and 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.
60. The Agreement, including any addendums thereto, is for settlement purposes only, and conditional upon the making of the Settlement Approval Order, and 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, Plaintiffs by Assignment and the Class Members in the Action(s) as applicable, 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.
61. 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(s), with all such allegations being expressly denied by the Settling Defendants.

62. Whenever, under the terms of this Settlement Agreement, a person is required to provide service or written notice to the Plaintiffs, Plaintiffs by Assignment, 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, Plaintiffs by Assignment, 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)

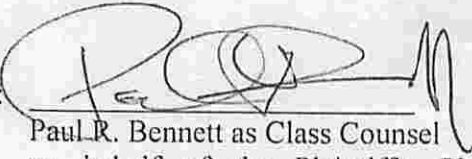
As to the Liu Group Settling Defendants:

Craig Dennis, K.C. and Mitch Ferreira  
Dennis James Aitken LLP  
800 – 543 Granville Street  
Vancouver, British Columbia  
V6C 1X8  
E-mail: [cdennis@djacounsel.com](mailto:cdennis@djacounsel.com) and  
[mferreira@djacounsel.com](mailto:mferreira@djacounsel.com)

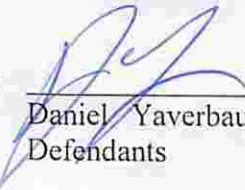
As to the NG Defendants:

Daniel Yaverbaum  
Harper Grey LLP  
3200 – 650 West Georgia Street  
Vancouver, British Columbia, V6B 4P7  
Email: [dyaverbaum@harpergrey.com](mailto:dyaverbaum@harpergrey.com)

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

Date: January 31/2025 By:   
Paul R. Bennett as Class Counsel  
on behalf of the Plaintiffs, Plaintiffs by  
Assignment, and the Class Members

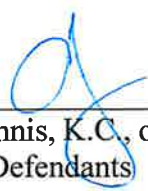
Date: \_\_\_\_\_ By: \_\_\_\_\_  
Craig Dennis, K.C., on behalf of the Liu Group  
Settling Defendants

Date: Jan 31, 2025 By:   
Daniel Yaverbaum, on behalf of the NG  
Defendants

Date: \_\_\_\_\_

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

Date: February 5, 2025

By:  \_\_\_\_\_  
Craig Dennis, K.C., on behalf of the Liu Group  
Settling Defendants

Date: \_\_\_\_\_

By: \_\_\_\_\_  
Daniel Yaverbaum, on behalf of the NG  
Defendants

No. S-197731  
Vancouver Registry

IN THE SUPREME COURT OF BRITISH COLUMBIA

---

BETWEEN:

**MICHAEL TIETZ ET AL.**

PLAINTIFFS

AND:

**LUKOR CAPITAL CORP. ET AL.**

DEFENDANTS

---

**ORDER MADE AFTER APPLICATION**

---

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. Mounteer