

COURT FILE NUMBER 1801-10956
COURT COURT OF QUEEN'S BENCH OF ALBERTA
JUDICIAL CENTRE CALGARY
PLAINTIFF(S) RENÉE DELORME as Representative Plaintiff
DEFENDANT(S) HER MAJESTY THE QUEEN IN RIGHT OF CANADA, IBM CANADA LIMITED.
DOCUMENT **AFFIDAVIT OF RENÉE DELORME IN SUPPORT OF SETTLEMENT and FEE AGREEMENT**
ADDRESS FOR SERVICE AND CONTACT INFORMATION OF PARTY FILING THIS DOCUMENT NAPOLI SHKOLNIK CANADA
Attention: Clint Docken, Q.C. and Mathew Farrell
342 - 4 Avenue S.E.
Calgary, Alberta T2G 1C9
Ph: (403) 457-7778
Fax: 1-877-517-6373



CMH
Sept 7 2022

Entered

James H. Brown & Associates
Attention: Rick Mallett
2400 Sun Life Place
10123-99 Street
Edmonton, AB T5J 3H1
Phone: (780) 428-0088
Fax: (780) 428-7788

A Class Proceeding pursuant to the *Class Proceedings Act*, S.A. 2003, C-16.5

**AFFIDAVIT OF RENÉE DELORME
Sworn on AUGUST 25th, 2022**

I, Renée Delorme, of the Hamlet of Bragg Creek, in the Province of Alberta, **MAKE OATH AND SAY AS FOLLOWS:**

1. I am the proposed representative plaintiff in the within action and as such have a personal knowledge of the facts and matters herein deposed to except where stated to be on information and belief.
2. I have been instructing counsel in this matter since June 6, 2018.
3. I understand that an application is being made for the Court's approval of the contingency fee agreement between myself, on behalf of the Class Members and Class Counsel.
4. The application seeks to obtain approval of the contingency fee agreement in regard to legal fees, disbursements, and applicable taxes to be paid from either settlement funds or funds recovered as a result of this action and the application for judgement.
5. Class Counsel has undertaken significant risks in pursuing this action on behalf of myself and Class Members. This action was undertaken on a contingency fee basis and all of the disbursements have been funded by Class Counsel.
6. I have been informed and I do verily believe that the terms of the retainer agreement comply with the *Class Proceedings Act*.
7. With respect to the settlement with IBM in this matter, I believe the Settlement Agreement is fair and reasonable in light of the risks and complexity of this litigation including the following:
 - (a) Since the filing of this claim, the vast majority of class members, all of the bargaining employees have independently settled with the Government of Canada;
 - (b) There is significant risk in pursuing this litigation against IBM in proving a duty of care, particularly in the light of recent jurisprudence.
8. Now produced and shown to me and annexed as Exhibit "A" to this my affidavit is a copy of the retainer agreement I signed with counsel on June 6, 2018.
9. I swear this affidavit in support of an application pursuant to s. 39 of the Alberta *Class Proceedings Act*, for an approval of the fee agreement.

SWORN before me at the
 City of Calgary, in the Province
 of Alberta, this ___ day
 of August, 2022

)
)
) 
)
)
)
)

RENÉE DELORME

 A Commissioner for Oaths in
 and for the Province of Alberta



**CONTINGENCY FEE
AGREEMENT REPRESENTATIVE
PLAINTIFF CLASS ACTION**

THIS AGREEMENT MADE THE 6 DAY OF JUNE, 2018.

BETWEEN:

GUARDIAN LAW GROUP LLP
342 - 4 Avenue S.E.
Calgary, Alberta T2G 1C9

THIS IS EXHIBIT " A "

referred to in the Affidavit of

Renee Delorme

Sworn before me this 25

day of August (the "Lawyers") 2022

Blona Wozniuk

AND:

Renee Delorme

THIS IS EXHIBIT "A" TO THE AFFIDAVIT OF
RENEE DELORME, SWORN ON THE 25TH DAY OF
AUGUST, 2022

Blona Wozniuk

RECITALS:

A COMMISSIONER FOR OATHS IN AND
FOR THE PROVINCE OF ALBERTA



WHEREAS the Client wishes to retain the Lawyers to pursue recovery of the Client's claim for losses and damages suffered and sustained by the Client in relation to Phoenix (the "Claim") as a part of a contemplated Class Action (the "Class Action"), or, if at any time in the Lawyers' determination it is more advantageous, separately from the Class Action but still in a group action with the Client as a plaintiff with one or more others plaintiffs (the "Group Action").

AND WHEREAS the Lawyers have agreed to act on behalf of the class on the terms set forth below, and the Client wishes be a Representative Plaintiff in any such Class Action, or a Plaintiff in any such Group Action, and to instruct the Lawyers to proceed with the Claim on the terms hereinafter set forth;

AND WHEREAS the Client and the Lawyers' desire to make an agreement respecting the amount and manner of payment of the Lawyers fees;

NOW THEREFORE IT IS AGREED BETWEEN THE CLIENT AND THE LAWYERS AS FOLLOWS:

- 1. The Client agrees to be a Representative Plaintiff in any Class Action or a Plaintiff in any Group Action for the Claim and does employ and retain the Lawyers to pursue recovery of the Claim and agrees to instruct them as required from time to time. The Lawyers agree to pursue recovery of the Claim through the Class Action or through a Group Action, and to act in the best interests of the Representative Plaintiff, however the Lawyers are not engaged or under any obligation to pursue recovery of the Claim through an individual action or recovery of any derivative action, (including any derivative action by any one or more family members of the Client), unless they are expressly engaged in writing to do so. The Lawyers are also not engaged or under any obligation to pursue recovery of the Claim as a subrogated claim on behalf of any insurer(s) of the Client but may in their**

COMMISSIONER FOR OATHS CERTIFICATE

CANADA }
PROVINCE OF ALBERTA }
ALBERTA }

I, Gloria Wozniuk, a Commissioner for Oaths, with GUARDIAN LAW GROUP LLP, located in the City of Calgary in the Province of Alberta, DO CERTIFY that this affidavit was sworn before me using video conferencing through Zoom and that Renee Delorme executed the Affidavit. I am satisfied that this process was necessary because it was impossible for Renee Delorme and myself to be physically present together for swearing of her affidavit as due to the Covid 19 pandemic. I further confirm that she endorsed her initials on the corner of each page of the Affidavit while on the video conference with me.

Dated: August 25, 2022

Gloria Wozniuk
Commissioner for Oaths in and for
the Province of Alberta



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Sworn on AUGUST 25th, 2022

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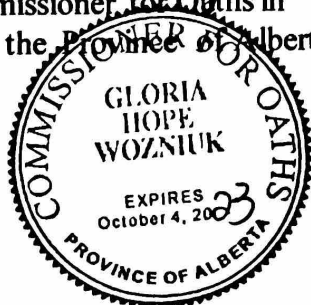
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SWORN before me at the)
 City of Calgary, in the Province)
 of Alberta, this 25 day)
 of August, 2022)

Gloria Hope Wozniuk

A Commissioner for Oaths in)
 and for the Province of Alberta)

 RENÉE DELORME



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AGREEMENT REPRESENTATIVE
PLAINTIFF CLASS ACTION**

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Blona Wozniuk

AND:

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