

IN THE MATTER OF ACTION QBG 15/22
COURT OF QUEEN'S BENCH OF SASKATCHEWAN
JUDICIAL CENTRE BATTLEFORD

BETWEEN

SYNERGY CREDIT UNION LTD.

Plaintiff

AND

TRICIA DARLENE NOBLE, also known as

TRICIA DARLENE McDONALD

Defendant

SETTLEMENT AGREEMENT

Whereas the Plaintiff, Synergy Credit Union Ltd., filed an action in the Court of Queen's Bench of Saskatchewan, Judicial Centre of Battleford, having the Court File No. QBG 15/22, alleging that the Defendant Tricia Darlene Noble, also known as Tricia Darlene McDonald (hereinafter referred to as "Tricia Darlene Noble"), has engaged in an a series of actions that are alleged to constitute defamation, including libel and slander, and has pursued multiple complaints and applications including at the Federal Privacy Commissioner, the Saskatchewan Ombudsman and Saskatchewan Human Rights Commission;

And whereas both the Defendant, Tricia Darlene Noble, and the Plaintiff, Synergy Credit Union Ltd., are desirous to conclude all matters between them without the need for the pursuit of further litigation;

And whereas both parties are further intending and desirous to make a full and final conclusion of all matters between themselves and to bring a full and final termination to any relationship they may have between them;

And whereas the parties have agreed to settle the action being Court File No. QBG 15/22 in consideration of the mutual obligations set out below, the parties agree as follows and make the following covenants:

1. Defendant Tricia Darlene Noble's Obligations

- a. The Defendant Tricia Darlene Noble, shall remove from social media all statements directed against the Plaintiff, its current or former officers, agents, or employees (hereinafter "Plaintiff" shall include its current or former officers, agents, or employees) including but not limited to those statements suggesting any wrongdoing on the part of the Plaintiff. This shall include all private groups or accounts that she may operate either under her own name or that of any alias or assumed name and all forms of social media including but not limited to Twitter, Facebook postings, Instagram, hashtags and all other forms of social media posting;
- b. The Defendant, Tricia Darlene Noble, shall not make any further statements whether on social media, print or traditional media or otherwise in person to any individual or in any public space, howsoever constituted, regarding the Plaintiff, whether such comments are favourable or negative;
- c. The Defendant, Tricia Darlene Noble, shall surrender her membership and so shall her spouse Edward Noble in the Plaintiff, Synergy Credit Union Ltd. and transfer any ongoing banking and financial service needs she may have to an alternate institution if she continues to have any financial services provided by the Plaintiff;
- d. The Defendant, Tricia Darlene Noble, shall release the Plaintiff for any alleged wrongdoing or damages up to the date of this Minutes of Settlement and shall discontinue any application she has brought to the Office of the Privacy Commissioner, Ombudsman for Banking Services and Investment, and Saskatchewan Human Rights Commission, and any other regulatory or consumer protection agency and these Minutes of Settlement and associated Release shall constitute a full release of any such claims she may have and shall provide a full and final defence for any such claims;
- e. The Defendant, Tricia Darlene Noble, shall maintain all matters arising from any dealings with the Plaintiff, Synergy Credit Union Ltd., strictly confidential and shall only disclose either the terms of this settlement agreement or the nature of any prior dealings as may be required by law to any governmental authority, court of competent jurisdiction or professional regulatory body;
- f. The Defendant, Tricia Darlene Noble, shall desist from bringing any further applications, including filing complaints with any regulatory bodies, contacting the Plaintiff's Board of Directors and for any matters arising from any actions or dealings she has had or may have had with the Plaintiff, Synergy Credit Union Ltd., up to the date of today's Minutes of Settlement.
- g. The Defendant, Tricia Darlene Noble, shall not have any further contact with the Plaintiff, including its Board of Directors, and in the event such future contact is required, such contact shall occur solely through legal counsel and she shall not contact either the Plaintiff or its Board of Directors directly but shall contact legal counsel for the Plaintiff;

2. The Plaintiff Synergy Credit Union Ltd.'s Obligations

- a. Upon confirmation by the Defendant that the media posts described in 1 a) and b) above have been removed, and subject to reasonable steps by the Plaintiff to verify the same, the Plaintiff, Synergy Credit Union Ltd., shall provide a Discontinuance of Court of Queen's Bench Action QBG 15/22 in the Judicial Centre of Battleford, in the Province of Saskatchewan and shall provide a Release of the Defendant, Tricia Darlene Noble, for all alleged defamatory statements including both libel and slander up to the date of the execution of these Minutes of Settlement;

3. Damages in the event of a breach of this agreement by the Defendant, Tricia Darlene Noble.

- a. The Plaintiff, Synergy Credit Union Ltd., has entered into this agreement in reliance on the covenant and agreement of the Defendant, Tricia Darlene Noble, to cease and desist from any further statements about the Plaintiff, its employees, officers or agents, howsoever made and in whatsoever context and a full discontinuance and termination of the Defendant's membership and any ongoing relationship with the Plaintiff;
- b. The Plaintiff, Synergy Credit Union Ltd., has further entered into this agreement in anticipation and reliance on the covenant and agreement of the Defendant, Tricia Darlene Noble, to discontinue and provide a Release of the Plaintiff of all actions, or applications she has brought to any administrative body or governing authority or will bring for any actions up to the date of this Minutes of Settlement;
- c. The Plaintiff, Synergy Credit Union Ltd., states explicitly that if it anticipated that the Defendant, Tricia Darlene Noble, should bring any further application or complaints for any matter whatsoever arising out of any past dealings or alleged past dealings up to the date of this Minutes of Settlement or if the Defendant, Tricia Darlene Noble, were to make any further statements on social media in any private or public forum, or on any public forum, such as newspaper or pamphlet or to make statements directly to individuals within the community regarding the Plaintiff, Synergy Credit Union Ltd., that it would not have entered into the terms of this Minutes of Settlement *and would pursue its full claim for damages as set out in its Statement of Claim* issued in Court File Number QBG 15/22 in the Judicial Centre of Battleford, in the Province of Saskatchewan;
- d. The Plaintiff, Synergy Credit Union Ltd., further states that any future statement made about it by the Defendant cannot be viewed as a single, isolated incident, but as part of an ongoing continuation of past statements and that any such future statement would be viewed in the context of all past statements made and the Defendant, Tricia Darlene Noble, agrees and acknowledges that any future statements made by her about the Plaintiff (regardless of whether such are explicitly defamatory or not) are properly viewed and would be part of the continuous series of statements made in public against the Plaintiff,

Synergy Credit Union Ltd., and that any quantum of damages must be viewed with regards to the totality and context of the prior statements made by the Defendant;

- e. The Plaintiff, Synergy Credit Union Ltd., further states that any future applications to any court, tribunal, administrative or regulatory body for any action alleged by the Defendant up to the date of the execution of this agreement must be viewed in the context of all prior applications made and that such would constitute a continuation of a frivolous and vexatious campaign against the Plaintiff, Synergy Credit Union Ltd;
- f. In the event of any breach of this agreement, both the Plaintiff, Synergy Credit Union Ltd., and the Defendant, Tricia Darlene Noble, acknowledge that the calculation of damages would be difficult to measure but that such breach would cause damages and that monetary damages would be both inadequate due to the nature of such breach and difficult to quantify and; accordingly, the Defendant, Tricia Darlene Noble, agrees that in the event of a breach by her of her obligations under this agreement the Plaintiff, Synergy Credit Union Ltd., shall be entitled, in addition to all other remedies (including those set out below) an injunction or other appropriate judicial order to restrain her in any such breach including requiring her to remove any public statements, howsoever made including but not limited to those on social media) and restraining her from making any further such statements including those made directly to those individuals within the community or made by any form of media;
- g. The Defendant, Tricia Darlene Noble, further agrees and acknowledges that, in the event of any breach of this agreement, that the Plaintiff, Synergy Credit Union Ltd., shall be entitled to apply for an assessment of damages for the breach of this Minutes of Settlement to be paid forthwith in the event that she makes any further statements whether directly to individuals or on any media platform about the Plaintiff, Synergy Credit Union Ltd., its employees, officers or agents.
- h. The Defendant, Tricia Darlene Noble, further agrees and acknowledges that in making an assessment of damages, that it will be necessary to incorporate reference to past social media postings and statements and not only such references as may be made following the execution of this Minutes of Settlement as such statements would be viewed by the reasonable bystander as part of a continuous series of statements intended to harm the Plaintiff Synergy Credit Union Ltd. The parties further agree that in consenting to an agreement that any further social media statements shall constitute a breach for which damages shall arise to the Plaintiff Synergy Credit Union Ltd that they have reviewed with their legal counsel such decisions arising from the Court of Queen's Bench in Saskatchewan regarding defamation and agree and acknowledge that the statements made by the Defendant Tricia Darlene Noble to date along with any further public statements regarding the Plaintiff, would constitute defamation for which damages would properly be owing to the Plaintiff.

4. Nature of Breach

- a. For greater clarity, the parties agree and acknowledge that any future public statements about the Plaintiff by the Defendant, Tricia Darlene Noble, shall constitute a breach of this agreement notwithstanding that any such statements such may not appear defamatory in nature but that, given the past context of such statements, any future public statements made by the Defendant, Tricia Darlene Noble, against the Plaintiff, Synergy Credit Union Ltd., and its employees, officers and agents would reasonably be perceived by any person hearing such statement as having a negative implication. The Defendant, Tricia Darlene Noble, further agrees and acknowledges that as she will be discontinuing her membership in the Plaintiff, Synergy Credit Union Ltd. and likewise will her spouse Edward Noble, and that there will be no future dealings between the two parties and the Defendant and that the terms of this agreement shall constitute a mutual release of all claims by the two parties against each other up until the date of the execution of this agreement, there will not exist any basis for her to provide public comment about the Plaintiff, Synergy Credit Union Ltd., and that any future statement could not be viewed in anything other than a negative context by any reasonable person;
 - b. The Defendant, Tricia Darlene Noble, further agrees and acknowledges that as the parties shall have no further relationship after the execution of this Minutes of Settlement and the parties hereby release each other from any claims they may have against the other subject to no breach of the agreement occurring, and that the Defendant shall have no further membership in the Plaintiff, the only basis on which there would exist a reason for either the Plaintiff or the Defendant to bring any further action against the other (other than a breach of the terms of this agreement) would be if there were direct dealings between the parties at a future date from which damages may arise;
5. **Independent Legal Advice** – All parties understand the terms of this Settlement Agreement and agree and acknowledge that they have had the opportunity to obtain Independent Legal Advice with respect to the terms of settlement.
 6. **Miscellaneous Terms** – This agreement shall be interpreted pursuant to the laws of Saskatchewan. It is contemplated that this agreement will be valid if signed in counterpart and/or transmitted electronically.

The Plaintiff hereby voluntarily signs this agreement before a witness and agrees to be bound by the above terms on _____, 2022 in the City of Lloydminster, in the Province of Alberta.

PLAINTIFF
Synergy Credit Union Ltd.

Name:
Title:

The Defendant hereby voluntarily signs this agreement before a witness and agrees to be bound by the above terms on _____, 2022 in the City of Lloydminster, in the Province of Saskatchewan.

DEFENDANT

Tricia Darlene Noble

Witness: _____ (print name)