

**Form 4-26**  
(Subrule 4-26(2))

COURT FILE NUMBER 500/2015  
COURT OF QUEEN'S BENCH FOR SASKATCHEWAN  
JUDICIAL CENTRE SASKATOON  
PLAINTIFF(S) ASHU SOLO  
DEFENDANT(S) SANDRA FINLEY, LOOSE FOOT COMPUTING LIMITED, and FISHNET COMMUNICATIONS LLC.



**FORMAL OFFER TO SETTLE**

**NOTICE TO PARTY RECEIVING OFFER**

You have received a formal offer to settle. Go the end of this document to see what the consequences are if you fail to accept this offer.

**Party making the offer:**

1. The Plaintiff, ASHU SOLO.

**To whom the offer is made:**

2. The Defendant SANDRA FINLEY.

**What the offer is:**

3. The Defendant SANDRA FINLEY will pay \$39,900.00 to the Plaintiff in full and final satisfaction of all claims between ASHU SOLO and SANDRA FINLEY in the Plaintiff's claim. The offer of \$39,900.00 is inclusive of interest and costs.
4. The Defendant SANDRA FINLEY will consent to a permanent injunction restraining the Defendant from defaming the Plaintiff or encouraging another individual to do the same, and restraining the Defendant from discussing the Plaintiff with anyone, and restraining the Defendant from publishing or distributing any material relating to the Plaintiff or encouraging another individual to do the same. It is understood that "publishing or distributing" includes, but is not limited to, the creation or ongoing dissemination of webpages with or without password protection, posting hyperlinks online, posting comments online, and the sending of emails.
5. The Defendant SANDRA FINLEY will consent to a permanent injunction restraining the Defendant from publishing the Plaintiff's private information, pursuant to section 7(b) of *The Privacy Act*, or encouraging another individual to do the same. It is understood that "publishing or distributing" includes, but is not limited to, the creation or ongoing dissemination of webpages with or without password protection, posting hyperlinks online, posting comments online, and the sending of emails.

**Form of acceptance of the offer:**

6. Written acceptance sent to the Plaintiff's counsel by the Defendant or her counsel will be sufficient acceptance of this offer.

**Expiry date of this offer:**

7. This offer will expire on written notice of its withdrawal by the Plaintiff or his counsel, or in accordance with *The Queen's Bench Rules, 2013*.

DATED at Saskatoon, Saskatchewan, this 9th day of March, 2016.

**CUELENAERE KENDALL  
KATZMAN & WATSON**

Per: 

Tyler M. Dahl, Solicitor for the  
Plaintiff, Ashu Solo.

**NOTICE**

If this formal offer of the plaintiff(s) is not accepted and subsequently the plaintiff(s) obtain(s) a judgment or order in the action that is equal to or more favourable to the plaintiff(s) than this formal offer, the plaintiff(s) is (are) entitled to double the costs to which they would otherwise have been entitled for all steps taken in the action in relation to the action or claim specified in this formal offer, excluding disbursements, after service of this formal offer.

**CONTACT INFORMATION AND ADDRESS FOR SERVICE**

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