

**ONTARIO  
SUPERIOR COURT OF JUSTICE**

B E T W E E N:

SAMUEL BERG

Plaintiff

- and -

CANADIAN HOCKEY LEAGUE et. al.

Defendants

**ALBERTA  
COURT OF QUEEN'S BENCH**

B E T W E E N:

TRAVIS MCEVOY and KYLE O'CONNOR

Plaintiffs

- and -

CANADIAN HOCKEY LEAGUE et. al.

Defendants

**QUÉBEC  
SUPERIOR COURT OF JUSTICE**

B E T W E E N:

LUKAS WALTER and THOMAS GOBEIL

Plaintiffs

- and -

CANADIAN HOCKEY LEAGUE et. al.

Defendants

MAJOR JUNIOR HOCKEY CLASS ACTION SETTLEMENT AGREEMENT

March 31, 2020

**MAJOR JUNIOR HOCKEY CLASS ACTION SETTLEMENT AGREEMENT**

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**SCHEDULE “A” – LIST OF DEFENDANTS**

**SCHEDULE “B” – EXECUTED MINUTES OF SETTLEMENT DATED FEB. 11, 2020**

## MAJOR JUNIOR HOCKEY CLASS ACTION SETTLEMENT AGREEMENT

### RECITALS

- A. **WHEREAS** on October 17, 2014, the representative plaintiff Samuel Berg commenced a proposed class action in Ontario (Court File No. CV-14-511423-00CP) seeking to represent major junior hockey league players in a claim alleging that the Canadian Hockey League, the Ontario Hockey League and teams in the Ontario Hockey League were employers of the players and claiming among other things, employment benefits under the applicable employment standards legislation in Ontario, Michigan and Pennsylvania (*Employment Standards Act, 2000*, S.O. 2000, c. 41., *Michigan Workforce Opportunity Wage Act*, Mich. Comp. Laws §§ 408.411-408.424, *Minimum Wage Act of 1968*, 43 Pa. Stat. §§ 333.101-333.115 and the *Fair Labor Standards Act*, 29 U.S.C. § 201-219) in respect of the time the Class (as defined in the certification order of Justice Perell referred to below and amended by order dated January 20, 2020) played in the Ontario Hockey League (the “**Ontario Class Action**”);
- B. **WHEREAS** on October 29, 2014, the representative plaintiff Lukas Walter commenced a proposed class action in Alberta (Court File No. 1410-11912) seeking to represent major junior hockey league players in a claim alleging that the Canadian Hockey League, the Western Hockey League and teams in the Western Hockey League were employers of the players and claiming among other things, employment benefits under the applicable employment standards legislation in British Columbia, Alberta, Saskatchewan, Manitoba, Washington State and Oregon (*Employment Standards Code*, R.S.A. 2000, c. E-9., *Employment Standards Act*, R.S.B.C. 1996, c. 113., *The Saskatchewan Employment Act*, S.S. 2013, c. S-15.1., *Employment Standards Code*, C.C.S.M., c. E110., Revised Code of Washington Annotated, Title 49 Labor Relations, Chapter 46 Minimum Wage Act; Wash. Rev. Code see R.C.W.A., §§ 49.46.005-49.46.920, Title 51, Chapter 653 of the Oregon Revised Statutes, see O.R.S., §§ 653.010-653.300, and the *Fair Labor Standards Act*, 29 U.S.C. § 201-219) in respect of the time the Class (as defined in the certification decision of Justice Hall referred to below and amended by order dated January 22, 2020) played in the Western Hockey League (the “**Alberta Class Action**”);

- C. **WHEREAS** on October 31, 2014, the representative plaintiff Lukas Walter commenced a proposed class action in Québec (Court File No. 500-06-000716-148)<sup>1</sup> seeking to represent major junior hockey league players in a claim alleging that the Canadian Hockey League, the Québec Major Junior Hockey League and the teams in the Québec Major Junior Hockey League were employers of the players and claiming among other things, employment benefits under the applicable employment standards legislation in Québec, Nova Scotia, New Brunswick and Prince Edward Island (*Act respecting labour standards*, CQLR, c. N-1.1., *Labour Standards Code*, R.S.N.S. 1989, c. 246., *Employment Standards Act*, S.N.B. 1982, c. E-7.2. and *Employment Standards Act*, RSPEI 1988, c E-6.2) in respect of the time the Québec Class, the Québec Class 2, the NB Class, the PEI Class and the NS Class (as defined in the authorization decision of Justice Duprat referred to below) played in the Québec Major Junior Hockey League (the “**Québec Class Action**”);
- D. **WHEREAS** Justice Perell of the Ontario Superior Court of Justice certified the Ontario Class Action against the Canadian Hockey League, the Ontario Hockey League and the Canadian teams in the Ontario Hockey League on April 27, 2017;
- E. **WHEREAS** Justice Hall of the Alberta Court of Queen’s Bench certified the Alberta Class Action against the Canadian Hockey League, the Western Hockey League and the Canadian teams in the Western Hockey League on June 15, 2017;
- F. **WHEREAS** Justice Duprat of the Québec Superior Court of Justice authorized the Québec Class Action against the Canadian Hockey League, the Québec Major Junior Hockey League and the Canadian teams in the Québec Major Junior Hockey League on June 13, 2019;
- G. **WHEREAS** Justice Perell of the Ontario Superior Court of Justice ordered the amendment of the class definition in the Ontario Class Action, on consent, on January 20, 2020;

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<sup>1</sup> As amended, in particular to add Thomas Gobeil as representative plaintiff, to remove claims on behalf of players who were members of a team located in the State of Maine, USA, to add 9264-8849 Québec Inc., c.o.b. as Groupe Sags 7-96 and/or Les Saguenéens, as defendant, and to add claims on behalf of players who were members of a team operated by such added defendant.

- H. **WHEREAS** Justice Hall of the Alberta Court of Queen’s Bench ordered the amendment of the class definition in the Alberta Class Action, on consent, on January 22, 2020;
- I. **WHEREAS** the Parties attended a two-day mediation with Joel Wiesenfeld on February 10 and 11, 2020, where the Parties reached an agreement to resolve the Class Actions and entered into Minutes of Settlement;
- J. **WHEREAS** the Minutes of Settlement required payment of the full Settlement Amount by June 10, 2020.
- K. **WHEREAS** due to the COVID -19 situation and the cancellation of the 2020 Memorial Cup, the Defendants requested an amendment such that full payment of the Settlement Amount would not be completed until a date after June 10, 2020 and the Plaintiffs agreed to an extension in accordance with the terms set out in this Settlement Agreement at 3.1.
- L. **WHEREAS** Justice Perell observed in his certification decision that no court in Canada or the United States has ever found that athletes such as the players on whose behalf the Class Actions were launched are employees pursuant to employment standards legislation, and each of the provincial legislatures in the provinces where the Defendants (defined below) operate (British Columbia, Alberta, Saskatchewan, Manitoba, Ontario, Québec, Nova Scotia, New Brunswick, and Prince Edward Island) have now enacted legislative declarations stating that major junior hockey league players are not employees within the meaning of the applicable provincial employment standards legislation;
- M. **WHEREAS** there has therefore not been a legally recognized obligation for owners in a similar position to the Defendants to treat the players on their teams and on whose behalf the Class Actions were brought as employees under employment standards legislation and any claim similar to the claim being vigorously asserted by the Plaintiffs in this action has been vigorously denied;
- N. **WHEREAS**, however, the costs to the Defendants and the diversion of their limited resources to the ongoing defence of the Class Actions are so substantial and financially threatening as to make a contribution to the settlement of the actions desirable;

- O. **WHEREAS** the Insurers (as defined below) deny that they are liable for any of the claims in the Class Actions but are liable for the costs of the defence of the Class Actions, subject to policy limits, and are hence prepared to make a significant contribution to the settlement of the Class Actions to avoid the resulting legal costs liability; and
- P. **WHEREAS** the Minutes of Settlement contemplated the Parties executing this Settlement Agreement;

**NOW THEREFORE**, in consideration of the covenants, agreements and releases set forth herein and for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties, Samuel Berg, Lukas Walter, Travis McEvoy, Kyle O'Connor, and Thomas Gobeil and the defendants Canadian Hockey League (**CHL**), Ontario Hockey League (**OHL**), Western Hockey League (**WHL**), Québec Major Junior Hockey League (**QMJHL**) and all of the Canadian CHL teams listed in Schedule A (collectively the "**Defendants**"), agree to, subject to the approval of the Court, settle these Class Actions fully and finally on the following terms and conditions:

### 1.— DEFINITIONS

For the purposes of this Settlement Agreement only, including the recitals and schedules hereto:

- (1) *Administration Expenses* means all fees, disbursements, expenses, costs, taxes and any other amounts whether incurred or payable by the Plaintiffs, Class Counsel or otherwise for the approval, implementation and administration of this Settlement Agreement, including the costs of all notices.
- (2) *Administration Form* means the form provided for in Sections 8.1(2) and 9.1(1)(c) of this Settlement Agreement inclusive of any electronic version.
- (3) *Bridgepoint* means BridgePoint Financial Services Inc.
- (4) *Claim Fund* means the Settlement Amount remaining after deductions in respect of Administration Expenses, Class Counsel Disbursements, Class Counsel Fees, any amounts payable to any entity that has assisted in funding the Class Actions, including, but not limited to any levies owing to the CPF and Bridgepoint whether by statute or otherwise,



taxes, and representative plaintiff honorarium, if any, to be paid out to Class Members pursuant to the Distribution Protocol.

- (5) *Claims Administrator* means the firm proposed by Class Counsel and appointed by the Court to administer the Claims Fund in accordance with the provisions of this Settlement Agreement and the Distribution Protocol, and any employees of such firm.
- (6) *Class or Class Period* means:
- (a) All players who are members of a team owned and/or operated by one or more of the clubs located in the **Province of Ontario** or at some point commencing October 17, 2012 and ending November 15, 2018, who were members of a team and all players who were members of a team who were under the age of 18 on October 17, 2012;
  - (b) All players who were or are members of a WHL team owned and/or operated by one or more of the defendants located in the **Province of British Columbia** at some point, commencing October 30, 2012, and all players who were members of a team who were under the age of 19 on October 30, 2012, but excluding any players who commenced playing for a team on or after February 15, 2016;
  - (c) All players who were or are members of a WHL team owned and/or operated by one or more of the defendants located in the **Province of Alberta** at some point, commencing October 30, 2012 and ending January 1, 2020, and all players who were members of a team who were under the age of 18 on October 30, 2012;
  - (d) All players who were or are members of a WHL team owned and/or operated by one or more of the defendants located in the **Province of Manitoba** at some point, commencing October 30, 2012 and ending December 15, 2017, and all players who were members of a team who were under the age of 18 on October 30, 2012;
  - (e) All players who were or are members of a WHL team owned and/or operated by one or more of the defendants located in the **Province of Saskatchewan** at some point, commencing October 30, 2012, and all players who were members of a team

who were under the age of 18 on October 30, 2012, but excluding any players who commenced playing for a team on or after April 29, 2014;

- (f) All players who were members of a team owned and/or operated by one or more of the Defendants in the **Province of Québec** at some point, on or after October 29, 2011, and up to June 12, 2018;
  - (g) All players who were members of the team operated by 9264-8849 Québec Inc. operating under the name Groupe Sags 7-96 and/or Les Saguenéens in the **Province of Québec** at some point, on or after November 5, 2011, and up to June 12, 2018;
  - (h) All players who were members of a team owned and/or operated by one or more of the Defendants located in the **Province of New Brunswick** at some point, on or after October 29, 2012, and up to July 28, 2017;
  - (i) All players who were members of a team owned and/or operated by one or more of the Defendants located in the **Province of Prince Edward Island** at some point, on or after October 29, 2012, and up to October 28, 2017; and
  - (j) All players who were members of a team owned and/or operated by one or more of the Defendants located in the **Province of Nova Scotia** at some point, on or after October 29, 2012, and up to July 4, 2016.
- (7) *Class Actions* means the Ontario Class Action, Alberta Class Action and Québec Class Action collectively.
- (8) *Class Amendments* means the amendments to the class definition in the Ontario Class Action by order of Justice Perell of the Ontario Superior Court of Justice, on consent, on January 20, 2020 and the amendments to the class definition in the Alberta Class Action by order of Justice Hall of the Alberta Court of Queen's Bench, on consent, on January 22, 2020.
- (9) *Class Counsel* means Charney Lawyers PC, Goldblatt Partners LLP and Savonitto & Ass. Inc.

- (10) *Class Counsel Disbursements* include the disbursements, including expert and other fees, and applicable taxes incurred by Class Counsel in the prosecution of the Class Actions.
- (11) *Class Counsel Fees* means the fees of Class Counsel, and any applicable taxes or charges thereon.
- (12) *Class Member* means a member of the Class or their estate, if a Class Member is deceased.
- (13) *CPF* means the Class Actions Fund created pursuant to Section 59.1 of the *Law Society Act* and administered by the Class Actions Committee of the Law Foundation of Ontario.
- (14) *Counsel for the Defendants* means Torys LLP.
- (15) *Court* means one of the Ontario Superior Court of Justice, Alberta Court of Queen's Bench or Québec Superior Court of Justice.
- (16) *Date of Execution* means the date on which the Parties execute this Settlement Agreement.
- (17) *Distribution Protocol* means the plan for distributing the Claim Fund described in general terms in Section 9.1 of this Settlement Agreement, and as approved by the Court.
- (18) *Effective Date* means the date of a Final Order from the Court approving this Settlement Agreement.
- (19) *Final Order* means a final order, judgment or equivalent decree entered by the Court approving this Settlement Agreement in accordance with its terms, once the time to appeal such order has expired without any appeal being taken, if an appeal lies, or if the order is appealed, once there has been affirmation of the order upon a final disposition of all appeals.
- (20) *Insurers* means Chubb Insurance Company of Canada, Victor Insurance Managers Inc., formerly ENCON Group Inc. and Intact Insurance Company, formerly The Guarantee Company of North America.
- (21) *Minutes of Settlement* means the agreement reached by the Parties with the assistance of Joel Wiesenfeld, the terms of which were stipulated in the Minutes of Settlement dated

February 11, 2020, a copy of which is attached to this Settlement Agreement as Schedule “B”.

- (22) *Party and Parties* means the Defendants, the Plaintiffs, and, where necessary, the Class Members.
- (23) *Person* means an individual, corporation, partnership, limited partnership, limited liability company, association, joint stock company, estate, legal representative, trust, trustee, executor, beneficiary, unincorporated association, government or any political subdivision or agency thereof, and any other business or legal entity and their heirs, predecessors, successors, representatives, or assignees.
- (24) *Plaintiffs* mean Samuel Berg, Travis McEvoy, Kyle O’Connor, Lukas Walter and Thomas Gobeil.
- (25) *Released Matters* means, up to the date of the execution of this Settlement Agreement, any and all actions, causes of action, suits, debts, claims (including any additional claims by the representative plaintiffs) and demands, howsoever arising, by the Releasers as the result of, relating to, or arising from the matters raised or advanced in the Class Actions or which could have been raised or advanced in the Class Actions, whether known or unknown, or by reason of any cause, matter or thing whatsoever.
- (26) *Releasees* means the Defendants and the Insurers and their predecessors, successors, assigns, and reinsurers and all related entities, including but not limited to affiliates, parents, subsidiaries, current and former shareholders or other owners, and their respective present and former officers, directors, employees and agents and their heirs, executors, successors and assigns.
- (27) *Releasers* means the Plaintiffs and Class Members in the Class Actions, for themselves, their heirs executors, successors and assigns.
- (28) *Settlement Agreement* means this agreement, including the recitals and schedules.
- (29) *Settlement Amount* means CAD\$30,000,000.

(30) *Trust Account* means a guaranteed investment vehicle, liquid money market account or equivalent security with a rating equivalent to or better than that of a Canadian Schedule I bank (a bank listed in Schedule I of the *Bank Act*, S.C. 1991, c. 46) held at a Canadian financial institution, opened by Class Counsel, under the control of Class Counsel or the Claims Administrator, once appointed, for the benefit of the Class Members or Defendants, as provided for in this Settlement Agreement.

## 2.— SETTLEMENT APPROVAL

### 2.1. Best Efforts

The Parties shall use their best efforts to obtain the approval of this Settlement Agreement by each of the three Courts.

### 2.2. Seeking Approval of Notice

The Plaintiffs shall advise each of the three Courts of this Settlement Agreement and request directions and approval of the notices described in Section 7.1(1) as soon as reasonably practicable after the Date of Execution.

### 2.3. Motion Seeking Approval of the Settlement, Distribution Protocol and Class Counsel Fees

The Parties shall use best efforts to coordinate and seek approval for a single coordinated settlement approval hearing by all three Courts to take place in one location as determined by those Courts, as soon as reasonably practicable after the Date of Execution.

### 2.4. Pre-Motion Confidentiality

Until all the Courts have been advised of this Settlement Agreement, in accordance with Section 2.2, the Parties agree to keep confidential and not to comment on this settlement, including over social media, to keep all of the terms of the Settlement Agreement confidential and not to disclose them without the prior consent of Counsel for the Defendants and Class Counsel, as the case may be, except as required for the purposes of retaining a Claims Administrator, financial reporting, the preparation of financial records (including tax returns and financial statements), as necessary to give effect to its terms, as otherwise required by law or requested by regulatory authorities, or in the case of the Defendants, to pursue strategic financing activities and

communicate with their bankers, financial advisors, agents, parties conducting due diligence, and the like for the purposes of obtaining financing of the Settlement Amount, provided that any such parties are subject to written confidentiality agreements with the Defendants.

## **2.5. Joint Press Release**

Once this Settlement Agreement is executed by all Parties, the Parties shall agree on a joint press release, to be released at a mutually agreed time, in relation to this Settlement Agreement.

## **3.— SETTLEMENT BENEFITS**

### **3.1. Payment of Settlement Amount**

- (1) The Settlement Amount shall be paid by the Defendants to Class Counsel on the following dates in the following amounts:
  - (a) on or before June 10, 2020, the Defendants shall pay 50% of the Settlement Amount (\$15 million) by way of a wire transfer or a certified cheque;
  - (b) on or before September 10, 2020, the Defendants shall pay 25% of the Settlement Amount (\$7.5 million) by way of a wire transfer or a certified cheque; and
  - (c) on or before October 10, 2020, the Defendants shall pay 25% of the Settlement Amount (\$7.5 million) by way of a wire transfer or a certified cheque.
- (2) All payments in accordance with 3.1(1) shall be deposited into the interest-bearing Trust Account.
- (3) The Defendants may, in their discretion, accelerate the payments required by 3.1(1). Any accelerated payment shall be treated as a credit against the next immediately owing required future payment.
- (4) Any amount, or any part of such amount, not paid by the Defendants on or before the due date for such payment in accordance with 3.1(1) shall incur interest at a rate of 5%, compounded monthly, from the date the payment came due until the date such payment has been paid in full, which interest shall be added to the total Settlement Amount to be paid by the Defendants under this Settlement Agreement.

- (5) Interest earned in the Trust Account shall at no time be treated as a credit against future Settlement Amount payments required by 3.1(1) and shall continue to accrue until the full Settlement Amount plus all accumulated interest has been paid in full.
- (6) The Settlement Amount shall be provided in full satisfaction of the Released Matters as against the Releasees.
- (7) The Settlement Amount shall be paid as a gross sum, as general damages, all-inclusive of any and all amounts and not as income, wages, remuneration or payment in lieu thereof, and the Settlement Amount is the only amount to be paid by the Defendants pursuant to this Settlement Agreement.
- (8) Neither the Defendants nor the Releasees shall have any obligation to pay any amount in addition to the Settlement Amount, for any reason, pursuant to or in furtherance of this Settlement Agreement, the Class Actions, or any other actions related to the Released Matters.
- (9) Once a Claims Administrator has been appointed, Class Counsel shall transfer the Claim Fund to the Claims Administrator. The Claim Fund shall continue to accrue interest for the benefit of the Class.
- (10) Class Counsel shall maintain the Trust Account as provided for in this Settlement Agreement until it is transferred to the Claims Administrator who shall then be solely responsible for maintaining the Trust Account as provided for in the Court Order and this settlement agreement.
- (11) Class Counsel and the Claims Administrator shall not pay out all or any part of the monies in the Trust Account, except in accordance with the Settlement Agreement, the Distribution Protocol, or an order of the Court obtained after notice to the Parties.

### **3.2. Taxes and Interest**

- (1) Except as hereinafter provided, all interest earned on the Settlement Amount in the Trust Account shall accrue to the benefit of the Class and shall become and remain part of the Trust Account.

- (2) Subject to Section 3.2(3), all taxes payable on any interest which accrues on the Settlement Amount in the Trust Account or otherwise in relation to the Settlement Amount shall be paid from the Trust Account. Class Counsel or the Claims Administrator, as appropriate, shall be solely responsible to fulfill all tax reporting and payment requirements arising from the Settlement Amount in the Trust Account, 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 Amount shall be paid from the Trust Account.
- (3) The Defendants shall have no responsibility to make any filings relating to the Trust Account and will have no responsibility to pay tax on any income earned on the Settlement Amount or pay any taxes on the monies in the Trust Account, unless this Settlement Agreement is not approved, is terminated, or otherwise fails to take effect for any reason, in which case the Settlement Amount, net of any Administration Expenses, and the interest earned on the Settlement Amount in the Trust Account or otherwise shall be paid to the Defendants who, in such case, shall be responsible for the payment of all taxes on such interest not previously paid by Class Counsel or the Claims Administrator.

#### **4.— TERMINATION OF SETTLEMENT AGREEMENT**

##### **4.1. Right of Termination**

- (1) In the event that:
  - (a) this Settlement Agreement is not approved by Final Order of any of the Courts; or
  - (b) any of the Courts issue a settlement approval order that is materially inconsistent with the terms of the Settlement Agreement;

The Plaintiffs and the Defendants shall each have the right to terminate this Settlement Agreement by delivering a written notice pursuant to Section 11.17, within thirty (30) days following an event described above.

- (2) Except as provided for in Section 4.3, if the Settlement Agreement is terminated, the Settlement Agreement shall be null and void and have no further force or effect, and shall



not be binding on the Parties, and shall not be used as evidence or otherwise in any litigation or in any other way for any reason.

#### **4.2. If Settlement Agreement is Terminated**

If this Settlement Agreement is not approved, is terminated in accordance with its terms or otherwise fails to take effect for any reason:

- (a) no motion to approve this Settlement Agreement, which has not been decided, shall proceed;
- (b) the Parties will cooperate in seeking to have any issued order approving this Settlement Agreement set aside and declared null and void and of no force or effect, and any Party shall be estopped from asserting otherwise; and
- (c) the Settlement Amount, net of any incurred Administration Expenses, plus any interest earned, shall be returned to the Defendants.

#### **4.3. Survival of Provisions After Termination**

If this Settlement Agreement is not approved, is terminated or otherwise fails to take effect for any reason, the provisions of Sections 3.1(8), 3.2(3), 4.1(2), 4.2, 4.3, 6.1, 6.2, 7.1(2) and 7.2(4), and the definitions and Schedules applicable thereto shall survive the termination and continue in full force and effect. The definitions and Schedules shall survive only for the limited purpose of the interpretation of Sections 3.1(8), 3.2(3), 4.1(2), 4.2, 4.3, 6.1, 6.2, 7.1(2) and 7.2(4) within the meaning of this Settlement Agreement, but for no other purposes. All other provisions of this Settlement Agreement and all other obligations pursuant to this Settlement Agreement shall cease immediately.

### **5.— RELEASES AND DISMISSALS**

#### **5.1. Release of Releasees**

- (1) The Releasors covenant, represent and warrant that, as of the date of the execution of the Settlement Agreement, they have no further claims against the Releasees for, or arising out of, the Released Matters. In the event that the Releasors have made or should make any claims or demands or commence or threaten to commence any actions, claims or class

actions or make any complaints against the Releasees arising out of the Released Matters, this Release may be raised as an estoppel and complete bar to any such claim, demand, action, class actions or complaint.

- (2) The Releasors agree and undertake that they will not make any claim or commence or maintain any class actions, complaint, action or claim against any Person in which any claim could arise against the Releasees for contribution or indemnity or any other relief over in respect of any of the actions, causes of action, claims, debts, suits or demands of any nature or kind that has been released by this Release. In the event that the Releasors make any claim or commence any proceeding in respect of the Released Matters against any person or entity which might make a claim, whether for contribution or indemnity or declaratory or other relief, from the Releasees or any of them, or which might result in a claim, whether for contribution or indemnity or declaratory or other relief, being made against the Releasees or any of them, this Release may be raised as an estoppel and complete bar to any such claim, demand, action, proceeding or complaint.
- (3) This release is conditional upon approval of the Settlement Agreement by each of the three Courts. In the event that this Settlement Agreement is not approved by Final Order of any of the Courts, the Releasors will not be bound by the terms of this Release.

## **5.2. Dismissal of the Class Actions**

Upon the Effective Date, the Class Actions shall be dismissed with prejudice and without costs as against the Defendants.

## **6.— EFFECT OF SETTLEMENT**

### **6.1. No Admission of Liability**

- (1) Nothing in the Settlement Agreement amounts to an admission of liability by the Defendants or any of the Releasees, and any such liability is denied.
- (2) The Plaintiffs, the Defendants, and all Releasees expressly reserve all of their rights if the Settlement Agreement is not approved, is terminated, or otherwise fails to take effect for any reason.

- (3) Regardless of whether this Settlement Agreement is finally approved, is terminated, or otherwise fails to take effect for any reason, this Settlement Agreement and anything contained herein, and any and all negotiations, documents, discussions and proceedings associated with this Settlement Agreement, and any action taken to carry out this Settlement Agreement, shall not be deemed, construed, or interpreted to be an admission of any violation of any statute or law, or of any wrongdoing or liability by the Releasees, or of the truth of any of the claims or allegations contained in the Class Actions.

## **6.2. Agreement Not Evidence**

The Parties agree that, regardless of whether it is finally approved, is terminated, or otherwise fails to take effect for any reason, this Settlement Agreement and anything contained herein, and any and all negotiations, documents, discussions and proceedings associated with this Settlement Agreement, and any action taken to carry out this Settlement Agreement, shall not be referred to, offered as evidence or received in evidence in any pending or future civil, criminal or administrative action or proceeding, except in a proceeding to approve, enforce, or some combination thereof this Settlement Agreement, to defend against the assertion of Released Matters, as necessary in any insurance-related proceeding, or as otherwise required by law.

## **7.— NOTICE TO CLASS**

### **7.1. Notices Required**

- (1) The Class shall be given a single notice of: the hearing at which the Court will be asked to approve the Settlement Agreement, Distribution Protocol, Class Counsel Fees, Class Counsel Disbursements and notice of certification and the right to opt out in respect of Class Members impacted by the Class Amendments.
- (2) If following notice being given in accordance with Section 7.1(1), this Settlement Agreement is not approved, is terminated, or otherwise fails to take effect, the Class shall be given notice of such event.

**7.2. Form and Distribution of Notices**

- (1) The notices shall be in a form agreed upon by the Parties and approved by the Court or, if the Parties cannot agree on the form of the notices, the notices shall be in a form ordered by the Court.
- (2) The notices shall be disseminated by:
  - (a) direct mailings to the Class Members using e-mail, text and/or regular mail;
  - (b) publication on Class Counsel's websites;
  - (c) publication on the Defendants' websites; and
  - (d) such other means as may be reasonably necessary after consultation with the Claims Administrator to ensure that Class Members receive actual notice, and as approved by the Court.
- (3) The Defendants shall provide to Class Counsel and the Claims Administrator a list of Class Members who are identified as such in the Defendants' records listing the individuals' first name, middle name (if known to the Defendants), last name, last known mailing address, last known phone number and last known e-mail addresses as reflected in the Defendants' accessible records.
- (4) Class Counsel may disclose all information provided by the Defendants pursuant to Section 7.2(3) to the Claims Administrator, to the extent reasonably necessary for the purposes enumerated in Sections 7.2, 8.1 and 9.1. If this Settlement Agreement is terminated, no record of the information so provided shall be retained by Class Counsel or the Claims Administrator in any form whatsoever.
- (5) The Defendants agree to cooperate and will make themselves reasonably available to respond to questions respecting the information provided pursuant to Section 7.2(3) from Class Counsel or the Claims Administrator. Unless this Settlement Agreement is not approved, is terminated or otherwise fails to take effect for any reason, the Defendants'

obligation to cooperate pursuant to this Section 7.2 shall cease when all settlement funds or court awards have been distributed.

- (6) The information required under Section 7.2(3) shall be delivered to Class Counsel no later than thirty (30) days following the Date of Execution or at a time mutually agreed upon by the Parties.
- (7) The Claims Administrator will take the following steps to locate Class Members for the purposes of delivery of the notices:
  - (a) the Claims Administrator will consult and use the address for any Class Members who have contacted the Claims Administrator; and
  - (b) the Claims Administrator will otherwise take whatever reasonable steps it deems necessary, as agreed to by the Parties or as directed by the Court, to most effectively locate Class Members.

## **8.— ADMINISTRATION AND IMPLEMENTATION**

### **8.1. Mechanics of Administration**

- (1) The mechanics of the implementation and administration of this Settlement Agreement shall be in accordance with the Distribution Protocol, as approved by the Court, which shall be proposed by the Parties in accordance with Section 9.1.
- (2) Class Members will be required to complete and return an Administration Form or otherwise advise the Claims Administrator of the information set out in the Administration Form, to receive any payment. An incomplete or improperly completed Administration Form will not be grounds to deny a Class Member compensation under this Settlement Agreement. The Claims Administrator will, upon receipt of any incomplete or improperly completed Administration Form, contact the Class Member and use good faith efforts to correct any deficiencies with the Administration Form.
- (3) The Claims Administrator will send notice of the Administration Form to Class Members by text message, e-mail and regular mail (as available) to the contact information used for the distribution of the notice set out in Section 7.2, subject to any updated contacts received

by the Claims Administrator in accordance with Section 7.2(7) or as provided by Class Counsel and the Defendants.

## **9.— DISTRIBUTION OF THE SETTLEMENT AMOUNT AND ACCRUED INTEREST**

### **9.1. Distribution Protocol**

- (1) Class Counsel, with the Defendants' approval, will prepare the Distribution Protocol. In general terms, the Distribution Protocol will specify the following:
  - (a) the plan for providing notice to Class Members of the Distribution Protocol, consistent with Section 8.1(3);
  - (b) the Claim Fund which will be available for distribution to Class Members;
  - (c) in order to receive payment from the Claim Fund, Class Members will be required to complete and return an Administration Form in accordance with 8.1(2). The Administration Form will contain a mandatory declaration in which the Class Member must confirm that they have not signed a contract with the National Hockey League;
  - (d) the Claim Fund will be paid to Class Members who have submitted a completed Administration Form pursuant to Section 8.1(2) based on a measure of length of time in the Class to be agreed between the parties;
  - (e) Class Members will have ninety (90) days from the date the notice is distributed to complete and return an Administration Form to the Claims Administrator (the "Claims Deadline");
  - (f) after the Claims Deadline the Claim Fund shall be distributed in its entirety on a pro-rata basis to all Class Members who have made a claim in accordance with the Distribution Protocol; and
  - (g) the methodology by which Class Members who have completed an Administration Form may receive payment from the Claims Administrator.

**9.2. Court Approval of Distribution Protocol**

Class Counsel will seek the Court's approval of the Distribution Protocol contemporaneous with seeking approval of this Settlement Agreement.

**10.— CLASS COUNSEL FEES, DISBURSEMENTS, ADMINISTRATION EXPENSES AND HONORARIUM****10.1. Responsibility for Fees, Disbursements and Taxes**

The Defendants will take no position on Class Counsel Fees or Class Counsel Disbursements, which shall be subject to approval by each of the Courts.

**10.2. Responsibility for Costs of Notices and Translation**

Class Counsel or the Claims Administrator shall pay the costs of the notices required by Sections 7.1 and 9.1(1)(a) and any costs of translation required by Section 11.11 from the Trust Account, as they become due. The Defendants shall not have any responsibility for the costs of the notices or translation.

**10.3. Court Approval of Class Counsel Fees and Disbursements**

Class Counsel will seek the Court's approval to pay Class Counsel Disbursements and Class Counsel Fees contemporaneous with seeking approval of this Settlement Agreement.

**10.4. Representative Plaintiffs Honorarium**

The Defendants will not object to the payment of honorariums for the representative plaintiffs, paid out of the Settlement Amount, in the amounts as follows:

- \$20,000 for Samuel Berg;
- \$10,000 for Travis McEvoy;
- \$10,000 for Kyle O'Connor;
- \$10,000 for Thomas Gobeil; and
- \$10,000 for Lukas Walter.

## 11.— MISCELLANEOUS

### 11.1. Motions for Directions

- (1) Class Counsel or the Defendants may apply to the Court as may be required for directions in respect of the interpretation, implementation and administration of this Settlement Agreement.
- (2) All motions contemplated by this Settlement Agreement shall be on notice to the Parties.

### 11.2. Headings, etc.

In this Settlement Agreement:

- (a) 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; and
- (b) the terms “this Settlement Agreement,” “hereof,” “hereunder,” “herein,” and similar expressions refer to this Settlement Agreement and not to any particular section or other portion of this Settlement Agreement.

### 11.3. Computation of Time

In the computation of time under this Settlement Agreement, except where a contrary intention appears,

- (a) where there is a reference to a number of days between two events, the number of days shall be counted by excluding the day on which the first event happens and including the day on which the second event happens, including all calendar days; and
- (b) only in the case where the time for doing an act expires on a holiday as “holiday” is defined in the *Rules of Civil Procedure*, RRO 1990, Reg 194, the act may be done on the next day that is not a holiday.



#### **11.4. Ongoing Jurisdiction**

The Courts shall exercise jurisdiction with respect to implementation, administration, interpretation and enforcement of the terms of this Settlement Agreement, and the Plaintiffs, Class Members and Defendants attorn to the jurisdiction of the Courts for such purposes.

#### **11.5. Governing Law**

- (1) With respect to the Class Members in the Ontario Class Action, this Settlement Agreement shall be governed by and construed and interpreted in accordance with the laws of the Province of Ontario and all Parties implicated by the Ontario Class Action hereby attorn to the jurisdiction of the courts of the Province of Ontario.
- (2) With respect to the Class Members in the Alberta Class Action, this Settlement Agreement shall be governed by and construed and interpreted in accordance with the laws of the Province of Alberta and all Parties implicated by the Alberta Class Action hereby attorn to the jurisdiction of the courts of the Province of Alberta.
- (3) With respect to the Class Members in the Québec Class Action, this Settlement Agreement shall be governed by and construed and interpreted in accordance with the laws of the Province of Québec and all Parties implicated by the Québec Class Action hereby attorn to the jurisdiction of the courts of the Province of Québec.

#### **11.6. Entire Agreement**

This Settlement Agreement constitutes the entire agreement among the Parties, and supersedes all prior and contemporaneous understandings, undertakings, negotiations, representations, promises, agreements, agreements in principle and memoranda of understanding in connection herewith. None of the Parties will be bound by any prior obligations, conditions or representations with respect to the subject matter of this Settlement Agreement, unless expressly incorporated herein.

#### **11.7. Amendments**

This Settlement Agreement may not be modified or amended except in writing and on consent of all Parties hereto, and any such modification or amendment must be approved by the Court.

**11.8. Binding Effect**

This Settlement Agreement shall be binding upon, and enure to the benefit of, the Plaintiffs, the Class Members, the Defendants, the Releasors, the Releasees and all of their successors and assigns. Without limiting the generality of the foregoing, each and every covenant and agreement made herein by the Plaintiffs shall be binding upon all Releasors and each and every covenant and agreement made herein by the Defendants shall be binding upon all of the Releasees.

**11.9. Counterparts**

This Settlement Agreement may be executed in counterparts, each of which will be deemed an original and all of which, when taken together, will be deemed to constitute one and the same agreement, and a facsimile or electronic signature shall be deemed an original signature for purposes of executing this Settlement Agreement.

**11.10. Negotiated Agreement**

This Settlement Agreement has been the subject of negotiations and discussions among the undersigned, each of which has been represented and advised by competent counsel, so that any statute, case law, or rule of interpretation or construction that would or might cause any provision to be construed against the drafter of this Settlement Agreement shall have no force and effect. The Parties further agree that the language contained in or not contained in previous drafts of this Settlement Agreement, or any agreement in principle, shall have no bearing upon the proper interpretation of this Settlement Agreement.

**11.11. Language**

*Les parties reconnaissent avoir exigé que la présente entente de règlement et tous les documents connexes soient rédigés en anglais.* The Parties acknowledge that they have required and consented that this Settlement Agreement and all related documents be prepared in English.

Nevertheless, if required to by the Court, a translation firm selected by Class Counsel, or some combination thereof shall prepare a French translation of the Settlement Agreement, the cost of which shall be paid from the Settlement Amount. In the event of any dispute as to the interpretation or application of this Settlement Agreement, only the English version shall govern.

**11.12. Transaction**

The present Settlement Agreement constitutes a transaction in accordance with Articles 2631 and following of the *Civil Code of Québec*, and the Parties are hereby renouncing any errors of fact, of law and/or of calculation.

**11.13. Recitals**

The recitals to this Settlement Agreement are true and form part of the Settlement Agreement.

**11.14. Schedules**

The schedules form part of this Settlement Agreement.

**11.15. Acknowledgements**

Each of the Parties hereby affirms and acknowledges that:

- (a) he, she or a representative of the Party with the authority to bind the Party with respect to the matters set forth herein has read and understood the Settlement Agreement;
- (b) the terms of this Settlement Agreement and the effects thereof have been fully explained to him, her or the Party's representative by his, her or its counsel;
- (c) he, she or the Party's representative fully understands each term of the Settlement Agreement and its effect; and
- (d) no Party has relied upon any statement, representation or inducement (whether material, false, negligently made or otherwise) of any other Party, beyond the terms of the Settlement Agreement, with respect to the first Party's decision to execute this Settlement Agreement.

**11.16. Authorized Signatures**

Each of the undersigned represents that he or she is fully authorized to enter into the terms and conditions of, and to execute, this Settlement Agreement on behalf of the Parties identified above their respective signatures and their law firms.

### 11.17. Notice

Where this Settlement Agreement requires a Party to provide notice or any other communication or document to another, such notice, communication or document shall be provided by email, facsimile or letter by overnight delivery to the representatives for the Party to whom notice is being provided, as identified below:

#### **For the Plaintiffs and for Class Counsel in the Class Actions:**

Ted Charney  
**CHARNEY LAWYERS PC**  
151 Bloor Street West, Suite 602  
Toronto, ON M5S 1P7  
Tel: 416.964.7950  
Fax: 416.964.7416  
Email: [tcharney@charneylawyers.com](mailto:tcharney@charneylawyers.com)

James McDonald, Steven Barrett, Jody Brown  
and Joshua Mandryk  
**GOLDBLATT PARTNERS LLP**  
20 Dundas Street West, Suite 1039  
Toronto, ON M5G 2C2  
Tel: 416.977.6070  
Fax: 416.591.733  
Email: [jmcdonald@goldblattpartners.com](mailto:jmcdonald@goldblattpartners.com)  
[sbarrett@goldblattpartners.com](mailto:sbarrett@goldblattpartners.com)

Michel Savonitto  
**SAVONITTO & ASS. INC.**  
468, Rue St-Jean, Suite 400  
Montreal, QC H2Y 2S1  
Tel: 514.843.3125  
Email: [ms@savonitto.com](mailto:ms@savonitto.com)

[jbrown@goldblattpartners.com](mailto:jbrown@goldblattpartners.com)  
[jmandryk@goldblattpartners.com](mailto:jmandryk@goldblattpartners.com)

**For the Defendants:**

Patricia D.S. Jackson, Sylvie Rodrigue, Lisa Talbot, Sarah Whitmore and Irfan Kara

**TORYS LLP**

79 Wellington Street West, 30th Floor

Box 270, TD South Tower

Toronto, ON M5K 1N2

Tel: 416.865.0040

Fax: 416.865.7380

Email: [tjackson@torys.com](mailto:tjackson@torys.com)

[srodrigue@torys.com](mailto:srodrigue@torys.com)

[ltalbot@torys.com](mailto:ltalbot@torys.com)

[swhitmore@torys.com](mailto:swhitmore@torys.com)

[ikara@torys.com](mailto:ikara@torys.com)

**11.18. Date of Execution**

The Parties have executed this Settlement Agreement as of the date on the cover page.

**SAMUEL BERG**, on his own behalf, as representative plaintiff in the Ontario Class Action, and on behalf of the class, by his counsel

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Name of Authorized Signatory:

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Signature of Authorized Signatory:

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Name of Authorized Signatory:

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Signature of Authorized Signatory:

**TRAVIS MCEVOY and KYLE O’CONNOR**, on their own behalf, as representative plaintiffs  
in the Alberta Class Action, and on behalf of the class, by their counsel

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Name of Authorized Signatory:

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Signature of Authorized Signatory:

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Name of Authorized Signatory:

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Signature of Authorized Signatory:

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Name of Authorized Signatory:

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Signature of Authorized Signatory:

**LUKAS WALTER and THOMAS GOBEIL**, on their own behalf, as representative plaintiffs in the Québec Class Action, and on behalf of the class, by their counsel

Name of Authorized Signatory:

\_\_\_\_\_

Signature of Authorized Signatory:

\_\_\_\_\_

Name of Authorized Signatory:

\_\_\_\_\_

Signature of Authorized Signatory:

\_\_\_\_\_

Name of Authorized Signatory:

\_\_\_\_\_

Signature of Authorized Signatory:

\_\_\_\_\_

The Defendant, **THE CANADIAN HOCKEY LEAGUE**, on its own behalf

Name of Authorized Signatory:

Dan Mackenzie

Signature of Authorized Signatory:


P. [Signature]

The Defendant, **THE ONTARIO HOCKEY LEAGUE**, on its own behalf and signing for and with the authority of the defendant Canadian member teams of the Ontario Hockey League

Name of Authorized Signatory:

DAVID BRANCH

Signature of Authorized Signatory:



The Defendant, **THE WESTERN HOCKEY LEAGUE**, on its own behalf and signing for and with the authority of the defendant Canadian member teams of the Western Hockey League

Name of Authorized Signatory:

Signature of Authorized Signatory:

The Defendant, **THE QUÉBEC MAJOR JUNIOR HOCKEY LEAGUE**, on its own behalf and signing for and with the authority of the defendant Canadian member teams of the Québec Major Junior Hockey League

Name of Authorized Signatory:

Signature of Authorized Signatory:



The Defendant, **THE ONTARIO HOCKEY LEAGUE**, on its own behalf and signing for and with the authority of the defendant Canadian member teams of the Ontario Hockey League

Name of Authorized Signatory:

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Signature of Authorized Signatory:

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The Defendant, **THE WESTERN HOCKEY LEAGUE**, on its own behalf and signing for and with the authority of the defendant Canadian member teams of the Western Hockey League

Name of Authorized Signatory:

*Ron Robison*  

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Signature of Authorized Signatory:

*RR*  

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The Defendant, **THE QUÉBEC MAJOR JUNIOR HOCKEY LEAGUE**, on its own behalf and signing for and with the authority of the defendant Canadian member teams of the Québec Major Junior Hockey League

Name of Authorized Signatory:

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Signature of Authorized Signatory:

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The Defendant, **THE ONTARIO HOCKEY LEAGUE**, on its own behalf and signing for and with the authority of the defendant Canadian member teams of the Ontario Hockey League

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Name of Authorized Signatory:

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Signature of Authorized Signatory:

The Defendant, **THE WESTERN HOCKEY LEAGUE**, on its own behalf and signing for and with the authority of the defendant Canadian member teams of the Western Hockey League

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Name of Authorized Signatory:

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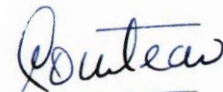
Signature of Authorized Signatory:

The Defendant, **THE QUÉBEC MAJOR JUNIOR HOCKEY LEAGUE**, on its own behalf and signing for and with the authority of the defendant Canadian member teams of the Québec Major Junior Hockey League

Gilles Courteau

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Name of Authorized Signatory:



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Signature of Authorized Signatory:

## A. – LIST OF DEFENDANTS

The Canadian defendant teams are: Western Hockey League, Mccrimmon Holdings, Ltd. And 32155 Manitoba Ltd., A Partnership c.o.b. as Brandon Wheat Kings., Brandon Wheat Kings Limited Partnership, 1056648 Ontario Inc., Calgary Flames Limited Partnership, Calgary Sports And Entertainment Corporation, Rexall Sports Corp.\*, Edmonton Major Junior Hockey Corporation, Edmonton Oilers Hockey Corp.\*, Eht, Inc., Kamloops Blazers Hockey Club, Inc., Kamloops Blazers Holdings Ltd., Kelowna Rockets Hockey Enterprises Ltd., Hurricanes Hockey Limited Partnership, Prince Albert Raiders Hockey Club Inc., Brodsky West Holdings Ltd., Edgepro Sports & Entertainment Ltd., Rebels Sports Ltd., Queen City Sports & Entertainment Group Ltd., Braken Holdings Ltd., Saskatoon Blades Hockey Club Ltd., Vancouver Junior Hockey Limited Partnership, Vancouver Junior Hockey Partnership, Ltd., West Coast Hockey Enterprises Ltd., West Coast Hockey Llp, Medicine Hat Tigers Hockey Club Ltd., 1091956 Alta Ltd., , Swift Current Tier 1 Franchise Inc., Swift Current Bronco Hockey Club Inc., Kootenay Ice Hockey Club Ltd., Moose Jaw Tier 1 Hockey Inc. D.B.A. Moose Jaw Warriors, Moose Jaw Warriors Tier 1 Hockey, Inc., Lethbridge Hurricanes Hockey Club, the Windsor Spitfires Inc., London Knights Hockey Inc., Barrie Colts Junior Hockey Ltd., Belleville Sports and Entertainment Corp., Bulldog Hockey Inc., Guelph Storm Limited, Kingston Frontenacs Hockey Club, 2325224 Ontario Inc., Mississauga Steelheads Hockey Club Inc., Niagara IceDogs Hockey Club Inc., Brampton Battalion Hockey Club Ltd., North Bay Battalion Hockey Club Ltd., Generals Hockey Inc., Ottawa 67's Limited Partnership, The Owen Sound Attack Inc., Peterborough Petes Limited., 649643 Ontario Inc. c.o.b. as Sarnia Sting, 211 SSHC Canada ULC o/a Sarnia Sting Hockey Club, Soo Greyhounds Inc., Kitchener Ranger Jr A Hockey Club, Kitchener Rangers Jr "A" Hockey Club, Sudbury Wolves Hockey Club Ltd., Le Titan Acadie Bathurst (2013) Inc., Club de Hockey Junior Majeur de Baie-Comeau Inc., Club de Hockey Drummond Inc., Cape Breton Major Junior Hockey Club Limited, Les Olympiques de Gatineau Inc., Halifax Mooseheads Hockey Club Inc., Club Hockey Les Remparts de Québec Inc., Le Club de Hockey Junior Armada Inc., Moncton Wildcats Hockey Club Limited, Le Club de Hockey L'Océanic de Rimouski Inc., Les Huskies De Rouyn-Noranda Inc., 8515182 Canada Inc. c.o.b. as Charlottetown Islanders, Les Tigres de Victoriaville (1991) Inc., Saint John Major Junior Hockey Club Limited, Club de Hockey Shawinigan Inc., Club de Hockey Junior Majeur Val D'or Inc., 7759983 Canada Inc. c.o.b. as Club de Hockey Le Phoenix, 9264-8849 Québec Inc. c.o.b. as Groupe Sags 7-96 and Les Saguenéens.

\* Rexall Sports Corp. and Edmonton Oilers Hockey Corp. do not own the Edmonton Oil Kings and were not proper defendants to the Actions.

**B. – EXECUTED MINUTES OF SETTLEMENT DATED FEB 11, 2020**

**ONTARIO  
SUPERIOR COURT OF JUSTICE**

BETWEEN:

SAMUEL BERG

Plaintiff

- and -

CANADIAN HOCKEY LEAGUE et. al.

Defendants

**ALBERTA  
COURT OF QUEEN'S BENCH**

BETWEEN:

TRAVIS MCEVOY and KYLE O'CONNOR

Plaintiffs

- and -

CANADIAN HOCKEY LEAGUE et. al.

Defendants

**QUEBEC  
SUPERIOR COURT OF JUSTICE**

BETWEEN:

LUKAS WALTER and THOMAS GOBEIL

Plaintiffs

- and -

CANADIAN HOCKEY LEAGUE et. al.

Defendants

**MINUTES OF SETTLEMENT  
FEBRUARY 11, 2020**

The Parties Samuel Berg, Lukas Walter, Travis McEvoy, Kyle O'Connor, and Thomas Gobeil and Canadian Hockey League ("CHL"), Ontario Hockey League, Western Hockey League, Quebec Major Junior Hockey League and all of the Canadian CHL teams listed in the certification and authorization orders (collectively the "Defendants"), agree to settle these actions fully and finally on the following terms:

1. The Defendants agree to pay the gross sum of CDN\$30,000,000 (the "Settlement Amount") as general damages in full and final settlement of the actions and inclusive of all costs (including fees and disbursements), costs of any notice program and related translation costs, class counsel fees (including in respect of the approval hearing(s) and any related appeals in respect of this settlement), costs of the administration of this settlement, tax and interest;
2. The Settlement Amount will be paid into an interest-bearing trust account for the benefit of the classes as defined in the certification and authorization orders and subsequently amended (collectively, the "Class") on a date that is no later than 120 days from February 11, 2020, which Settlement Amount plus interest shall be returned to the Defendants in the event that this settlement is not finally approved by the Courts as set out in these minutes of settlement;
3. The parties will make best efforts to conclude a settlement agreement by no later than March 31, 2020, with a first draft being provided by Defendants' counsel on or before February 29, 2020. The draft will be consistent with the terms of these minutes of settlement, and will provide, among other things, for the following:
  - (a) the method of the claims process that the Class members will be required to follow to claim a portion of the Settlement Amount, which process will include:
    - (i) the criteria for distribution of amounts to Class members, based on some measure of length of time in the Class, as agreed by the Parties acting reasonably;
    - (ii) a deadline for claims by a date to be agreed to after the Courts approve this settlement ("Claims Deadline");
    - (iii) that to make a claim a Class member must sign a declaration confirming that they have not signed a contract with the National Hockey League; and
    - (iv) that any amount of the Settlement Amount that is not paid to the Class through the claims process by a time to be agreed to will be re-distributed to those Class members who filed a claim by the Claims Deadline;

- (b) notice of the settlement to the Class;
  - (c) a full and final release and bar against all claims, including claims over, in the customary form, including individual claims, by the Class, known and unknown, relating to all matters raised in or that could have been raised in the actions up to and including the date of the execution of the settlement agreement; and
  - (d) review and approval by the Defendants acting reasonably of all materials filed with the Courts, except the opinion of class counsel filed with the court explaining to the court why the settlement is fair and reasonable and in the best interests of the class. The parties will also agree on a joint press release in relation to this settlement.
4. The Parties and their counsel agree to keep confidential and not to comment on this settlement, including over social media until the settlement agreement is signed;
  5. The settlement agreement will provide that the Defendants will take no position on Class counsel fees, subject to approval by the Court;
  6. The defendants agree to cooperate with Class counsel in providing all information reasonably required for the administration of this settlement and the distribution of the claims, including an extended Class list;
  7. The defendants will not object to the payment of honorariums for the representative plaintiffs in the amounts of:
    - (a) \$20,000 for Samuel Berg;
    - (b) \$10,000 for Travis McEvoy;
    - (c) \$10,000 for Kyle O'Connor;
    - (d) \$10,000 for Thomas Gobeil; and
    - (e) \$10,000 for Lukas Walter;
  8. This settlement and the terms to be set out in the settlement agreement are conditional upon final approval by the Courts of Ontario, Alberta and Quebec, and in the event that the settlement agreement is not finally approved by all of these Courts neither party will be bound by the terms of this settlement or the settlement agreement;
  9. It is understood and agreed that nothing in this settlement constitutes an admission of liability or obligation on the part of the Defendants and any liability is, in fact, denied.
  10. The parties agree that these minutes of settlement will be binding on the Class, the representative plaintiffs and the Defendants when signed by class counsel, by one representative plaintiff in each of the Class Actions on behalf of the Class and in their own individual capacity, the Canadian Hockey League, the Ontario Hockey League, the

Western Hockey League and the Quebec Major Junior Hockey League on behalf of all defendants.


11. The defendants agree to pay the full costs of the mediator's fees.

*Balance of the page intentionally left blank*



Class Counsel

February 11, 2020  
Date

By: 

Title: Principal Charylayn R. C.

Samuel Berg on his own behalf, as  
representative plaintiff in the Ontario  
Action and on behalf of the Class

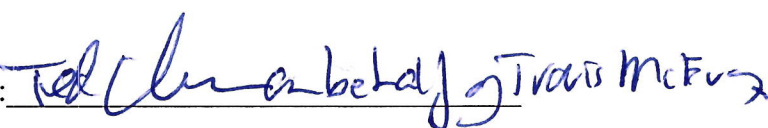
February 11, 2020  
Date

By: 

Title: Samuel Berg

Travis McEvoy on his own behalf, as  
representative plaintiff in the Alberta Action  
and on behalf of the Class

Feb 11, 2020  
Date

By: 

Title: \_\_\_\_\_

and Thomas Gobeil  
on his own  
behalf

Lukas Walter on his own behalf, as  
representative plaintiff<sup>1</sup> in the Quebec  
Action and on behalf of the Class

Feb 11, 2020  
Date

By: Teed den on behalf of Lukas Walter and Thomas Gobeil  
Title: \_\_\_\_\_

Canadian Hockey League

Feb 11/20  
Date

By: P. E.  
Title: P. Mackenzie - President

Ontario Hockey League

11 Feb '20  
Date

By: [Signature]  
Title: Commissioner.

Western Hockey League

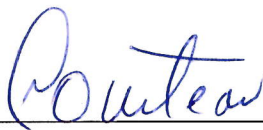
Feb 11 / 20  
Date

By: 

Title: COMMISSINER

Quebec Major Junior Hockey League

Feb. 11 2020  
Date

By: 

Title: COMMISSIONER