

**ONTARIO
SUPERIOR COURT OF JUSTICE**

**THE HONOURABLE
JUSTICE PERELL**

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MONDAY, THE 30TH DAY
OF OCTOBER, 2023

BETWEEN:

DANIEL CARCILLO, GARRETT TAYLOR, and STEPHEN QUIRK

Plaintiffs

- and -



ONTARIO MAJOR JUNIOR HOCKEY LEAGUE, CANADIAN HOCKEY LEAGUE, WESTERN HOCKEY LEAGUE, QUÉBEC MAJOR JUNIOR HOCKEY LEAGUE, BARRIE COLTS JUNIOR HOCKEY LTD., GUELPH STORM LTD., HAMILTON BULLDOGS FOUNDATION INC., KINGSTON FRONTENACS HOCKEY LTD., KITCHENER RANGERS JR. A. HOCKEY CLUB, LONDON KNIGHTS HOCKEY INC., MISSISSAUGA STEELHEADS HOCKEY CLUB INC., 2325224 ONTARIO INC. o/a MISSISSAUGA STEELHEADS, NIAGARA ICEDOGS HOCKEY CLUB INC., NORTHBAY BATTALION HOCKEY CLUB LTD., OSHAWA GENERALS HOCKEY ACADEMY LTD., OTTAWA 67'S LIMITED PARTNERSHIP c.o.b. OTTAWA 67S HOCKEY CLUB, THE OWEN SOUND ATTACK INC., PETERBOROUGH PETES LIMITED, 649643 ONTARIO INC. o/a 211 SSHC CANADA ULC o/a SARNIA STING HOCKEY CLUB, SOO GREYHOUNDS INC., SUDBURY WOLVES HOCKEY CLUB LTD., WINDSOR SPITFIRES INC., MCCRIMMON HOLDINGS, LTD., 32155 MANITOBA LTD., A PARTNERSHIP c.o.b. as BRANDON WHEAT KINGS, BRANDON WHEAT KINGS LIMITED PARTNERSHIP, CALGARY FLAMES LIMITED PARTNERSHIP, CALGARY SPORTS AND ENTERTAINMENT CORPORATION, EDMONTON MAJOR JUNIOR HOCKEY CORPORATION, KAMLOOPS BLAZERS HOCKEY CLUB, INC., KAMLOOPS BLAZERS HOLDINGS LTD., KELOWNA ROCKETS HOCKEY ENTERPRISES LTD., PRINCE ALBERT RAIDERS HOCKEY CLUB INC., EDGEPRO SPORTS & ENTERTAINMENT LTD., QUEEN CITY SPORTS & ENTERTAINMENT GROUP LTD., BRAKEN HOLDINGS LTD., REBELS SPORTS LTD., SASKATOON BLADES HOCKEY CLUB LTD., VANCOUVER JUNIOR HOCKEY LIMITED PARTNERSHIP and VANCOUVER JUNIOR HOCKEY

PARTNERSHIP, LTD c.o.b. VANCOUVER GIANTS, WEST COAST HOCKEY LLP, WEST COAST HOCKEY ENTERPRISES LTD., o/a VICTORIA ROYALS, MEDICINE HAT TIGERS HOCKEY CLUB LTD., 1091956 ALTA LTD. o/a THE MEDICINE HAT TIGERS, SWIFT CURRENT TIER 1 FRANCHISE INC. and SWIFT CURRENT BRONCOS HOCKEY CLUB INC. o/a SWIFT CURRENT, ICE SPORTS & ENTERTAINMENT INC. o/a WINNIPEG ICE, MOOSE JAW TIER 1 HOCKEY INC. D.B.A. MOOSE JAW and MOOSE JAW WARRIORS TIER 1 HOCKEY, INC. WARRIORS o/a MOOSE JAW WARRIORS, LETHBRIDGE HURRICANES HOCKEY CLUB, 649643 ONTARIO INC. c.o.b. as SARNIA STING, KITCHENER RANGER JR A HOCKEY CLUB and KITCHENER RANGERS JR "A" HOCKEY CLUB, LE TITAN ACADIE BATHURST (2013) INC., CLUB DE HOCKEY JUNIOR MAJEUR DE BAIE-COMEAU INC. o/a DRAKKAR BAIE-COMEAU, CLUB DE HOCKEY DRUMMOND INC. o/a VOLTIGEURS DRUMMONDVILLE, CAPE BRETON MAJOR JUNIOR HOCKEY CLUB LIMITED o/a SCREAMING EAGLES CAPE BRETON, 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'OCEANIC DE RIMOUSKI INC., LES HUSKIES DE ROUYN-NORANDA INC., 8515182 CANADA INC. c.o.b. CHARLOTTETOWN ISLANDERS, LES TIGRES DE VICTORIAVILLE (1991) INC., SAINT JOHN MAJOR JUNIOR HOCKEY CLUB LIMITED, CLUB DE HOCKEY SHAWINIGAN INC. o/a CATARACTES SHAWNIGAN, CLUB DE HOCKEY JUNIOR MAJEUR VAL D'OR INC. o/a VAL D'OR FOREURS, 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 SAGUENEENS, JAW HOCKEY ENTERPRISES LP c.o.b. ERIE OTTERS, IMS HOCKEY c.o.b. FLINT FIREBIRDS, SAGINAW HOCKEY CLUB, L.L.C., EHT, INC., WINTERHAWKS JUNIOR HOCKEY LLC, PORTLAND WINTER HAWKS INC., THUNDERBIRDS HOCKEY ENTERPRISES, L.L.C., BRETT SPORTS & ENTERTAINMENT, INC., HAT TRICK, INC., TRI-CITY AMERICANS HOCKEY LLC, and TOP SHELF ENTERTAINMENT, INC.

Defendants

Proceeding under the *Class Proceedings Act, 1992*

ORDER

THIS MOTION, made by the plaintiffs for approval of a protocol for transitioning this proposed class action into up to 60 individual (discrete/separate) joinder-actions against the

defendants, was heard by videoconference in Toronto, Ontario on August 29, 2023, September 13, 2023, September 27, 2023, and October 13, 2023.

ON READING the motion records, factums, books of authorities, and further written submissions of the parties and Hockey Canada, filed, and on hearing the submissions of the lawyers for the parties and Hockey Canada:

1. **THIS COURT ORDERS** that this proceeding is permitted to continue as one or more proceedings pursuant to section 7 of the *Class Proceedings Act, 1992*, in accordance with the Section 7 Plan attached as **Appendix “A”**, including the notice and dissemination plan set out in the Section 7 Plan and the forms of notice scheduled to the Section 7 Plan.
2. **THIS COURT ORDERS** that the expenses associated with disseminating notice in accordance with the Section 7 Plan shall be paid by the defendants.
3. **THIS COURT ORDERS** that an administrator, who is to be appointed by agreement of the parties or by the Court (the **Administrator**), will perform the functions assigned to the Administrator under the Section 7 Plan.
4. **THIS COURT ORDERS** that the Administrator shall serve and file an affidavit with the Court within 120 days of this Order, or as soon as possible after that date, confirming that the terms of the Section 7 Plan assigned to the Administrator have been fulfilled.
5. **THIS COURT ORDERS** that the defendants shall provide the personal contact information for Players (as defined in Appendix “A”) within their possession Koskie Minsky LLP and to the Administrator in the manner specified in the Section 7 Plan, and it directs that (a) Koskie Minsky LLP and the Administrator may use that personal contact information for the

purposes of effecting notice in accordance with the Section 7 Plan and (b) the foregoing does not breach the statutory and common law (or other) privacy rights of the potential plaintiffs.

Perell, J.

ENTERED Nov 3/2023

APPENDIX “A”

- *style of cause* –

Section 7 Plan

1.0 Recitals

1.1 Pursuant to the *Class Proceedings Act, 1992*, Daniel Carcillo, Garrett Taylor and Stephen Quirk brought a proposed class action (Court File CV-20-642705-00CP) against 60 amateur hockey teams, the Western Hockey League (“WHL”), the Ontario Hockey League (“OHL”), the Québec Major Junior Hockey League (“QMJHL”), and the Canadian Hockey League (“CHL”).

1.2 The proposed class action was brought on behalf of the following putative Class Members, hereinafter referred to as “Players”:

All former and current players who claim to have suffered the “abuse” while playing in the CHL League between May 8, 1975 and the present.

1.3 The proposed class action had a class period commencing on May 8, 1975.

1.4 The Plaintiffs advanced four causes of action against the collective of the WHL, OHL, QMJHL, CHL, and their 60 teams, namely: (a) breach of fiduciary duty; (b) systemic negligence; (c) vicarious liability; and (d) breach of Québec causes of action.

1.5 The fundamental purposes of the Plaintiffs’ lawsuit were: (a) behaviour modification; i.e., ending a culture of “abuse”; and (b) access to justice; i.e., imposing a collective liability to pay compensation to the victims of the “abuse.”

1.6 The Fresh as Amended Statement of Claim defined the “abuse” as follows:

“Abuse” means, *inter alia*, physical, and sexual assault, hazing, bullying, physical and verbal harassment, sexual harassment, forced consumption of alcohol and illicit drugs, and the use of homophobic, sexualized and/or racist slurs directed against minors playing in the Leagues, perpetrated by players, coaches, staff, servants, employees, and agents of the Leagues, including players, coaches, staff, servants, employees, and agents of the teams, as further particularized herein.

1.7 The Plaintiffs moved for certification of their action as a class action, and the Defendants opposed certification, and brought a Jurisdiction Motion and a Ragoonanan Motion.

1.9 There was a four-day hearing of the Certification Motion, the Jurisdiction Motion, and the Ragoonanan Motion, and the court ruled, among other things, that:

- a. The Ontario Superior Court of Justice has jurisdiction *simpliciter* over all of the Defendants; therefore, the Jurisdiction Motion was dismissed.
- b. There are no collective causes of action; therefore, the Plaintiffs cannot be Representative Plaintiffs for claims against 55 of the teams of the CHL ("the *Ragoonanan* Defendants"); therefore, the Ragoonanan Motion was granted.
- c. The Certification Motion was dismissed because the Plaintiffs did not satisfy all of the certification criteria.
- d. The Orders dismissing the Certification Motion and dismissing the action as against the *Ragoonanan* Defendants were suspended pending the determination of a motion for approval of a Notice, a Notice Plan, and a Section 7 Plan.
- e. The Plaintiffs brought a motion for approval of the Notice, the Notice Plan, and a Section 7 Plan.

1.10 The purpose of the Section 7 Plan is to transition the proposed class action into up to 60 joinder actions to be commenced in Ontario in the Superior Court of Justice in accordance with section 7.1 below.

2.0 Approval of Section 7 Plan, the Notice, the Notice Plan, and the Contingency Fee Retainer Agreements.

2.1 The Court approves this Section 7 Plan, which includes a Notice and a Notice Plan.

2.2 The Court approves the Notices set out in this Section 7 Plan.

2.3 The Court approves the Notice Plan set out in this Section 7 Plan.

2.4 The Court approves the Players' Contingency Fee Retainer Agreement set out in the Section 7 Plan as Schedule "I".

2.5. The Section 7 Plan shall be governed by: (a) the *Class Proceedings Act, 1992*; (b) the *Courts of Justice Act*; (c) the *Rules of Civil Procedure*; and (d) the Superior Court of Justice's inherent, common law, and equity jurisdiction.

2.6. On the motion of a party, the Section 7 Plan, other than 7.11 to 7.15, may be amended by further court order.

3.0 Notice

3.1 In accordance with the Notice Plan set out in the Section 7 Plan, the Administrator (defined below) shall distribute to the Players the Short Form Notice set out in Schedule “II” to this Section 7 Plan.

3.1.1 In accordance with the Notice Plan set out in the Section 7 Plan, the Administrator shall distribute the Digital Notice set out in Schedule “III” to this Section 7 Plan.

3.1.2 In accordance with the Notice Plan set out in the Section 7 Plan, Koskie Minsky LLP shall post on its webpage and each of the teams, WHL, OHL, QMJHL and the CHL shall post on their respective webpages, if any, the Short Form Notice set out in Schedule “II” to this Section 7 Plan.

3.2.2 In accordance with the Notice Plan set out in the Section 7 Plan, each of the teams, WHL, OHL, QMJHL, and the CHL shall post on their Facebook, Instagram, and Twitter/X, if any, the Digital Notice set out in Schedule “III” to this Section 7 Plan.

3.3. In accordance with the Notice Plan set out in the Section 7 Plan, Koskie Minsky LLP shall release the Press Release set out in Schedule “IV” to this Section 7 Plan, which Press Release shall contain a link to the Short Form Notice set out in Schedule “II” to this Section 7 Plan.

3.4 In the Notices set out in Schedules II and IV the Players will be notified:

(a) that a proposed class action brought on their behalf was **not** certified.

(b) that had the proposed class action been certified, each Player would have had the two mutually exclusive choices of:

(i) opting-out of the class action, in which case the Player could sue the Defendants as a self-represented litigant or could sue the Defendants by retaining a lawyer of his own choosing; or

(ii) joining the class action (by not opting out), in which case the Player would have been represented by Koskie Minsky, LLP as Class Counsel.

(c) that since the proposed class action was not certified, the Player now has the three mutually exclusive choices of:

(i) *[insert opt-in date] (180 days from the approval of the Section 7 Plan)* electing to sue the Defendants in one or more of 60 actions to be commenced by Koskie Minsky LLP pursuant to court approved Contingent Fee Retainer Agreements and pursuant to a Section 7 Plan;

(ii) suing the Defendants as a self-represented litigant, in which case, the Player should be alert to the resumption of the running of limitation periods on *[insert s.28 termination date] (365 days from the approval of the Section 7 Plan)*; or

(iii) suing the Defendants by retaining a lawyer, in which case, the Player should be alert to the resumption of the running of limitation periods on *[insert s.28 termination date] (365 days from the approval of the Section 7 Plan)*.

4.0 Notice Plan

4.0 1 Save as otherwise provided, the Notice Plan shall be administered by an administrator to be agreed upon by the parties or as appointed by the Court (“Administrator”) whose fees and expenses, including the advertising cost associated with disseminating the Notice set out in section 4.7, shall be paid directly by the Defendants, such fees and expenses not to exceed a sum to be determined by the court before the Notice is disseminated.

4.1 Each of the Defendants shall by *[insert contact information date] (36 days from the approval of the Section 7 Plan)* provide the Administrator with a list of every mail addresses, email addresses, and telephone numbers for text messages associated with any Player or Players within their possession, power, or control.

4.2.1 Koskie Minsky LLP shall compile and provide to the Administrator by *[insert contact information date] (36 days from the approval of the Section 7 Plan)* a list of the Players’ mail addresses, email addresses, and telephone numbers for text messages within its possession, power, or control.

4.2.2 The Player contact information that the Defendants are ordered to provide to the Administrator under section 4.2.1 shall be used by the Administrator solely for the purposes of disseminating direct notice to Players under the *Class Proceedings Act, 1992* in accordance with the Section 7 Plan.

4.3 The Administrator shall by *[insert notice date]* (72 days from the approval of the Section 7 Plan) disseminate by mail, email, and text messages the Short Form Notice attached as Schedule "II," for mail and email, and, for text messages, the Digital Notice attached as Schedule "III," in English and in French.

4.4. Koskie Minsky LLP shall post on its webpage and each of the teams, WHL, OHL, QMJHL and the CHL shall post on their respective webpages, if any, the Short Form Notice set out in Schedule "II" in English and in French by *[insert notice date]* (45 days from the approval of the Section 7 Plan).

4.5 Koskie Minsky LLP shall by *[insert notice date]* (72 days from the approval of the Section 7 Plan) arrange for the issuance of the Press Release set out in Schedule "IV" in English and in French through Canada Newswire and United States Newswire.

4.6 Each of the teams, WHL, OHL, QMJHL and the CHL shall post on their Facebook, Instagram, and Twitter/X account, if any, in the language most commonly used on that account, in both text and image formats, the Digital Notice, attached as Schedule "III", including a hyperlink, where possible, at least four times, no less than 14 days apart, prior to the opt-in date.

4.7 The Administrator shall arrange for the distribution of the Digital Notice attached as Schedule "III" through internet banner notices on Google Display Network, Facebook, You Tube, Instagram, and Twitter/X.

5.0 Opt-In Procedure

5.1 If a Player chooses to participate in this Section 7 Plan, he must, by the opt-in date, being *[insert opt-in date]* (270 days from the approval of the Section 7 Plan):

(a) sign the court approved Contingent Fee Retainer Agreement retaining Koskie Minsky LLP as his lawyers for one or more of the 60 actions against the Defendants; and

(b) provide to Koskie Minsky LLP, in writing or otherwise, particulars of his claim, which particulars will remain subject to lawyer and client and litigation privilege.

5.3 A Player may not opt-in after the opt-in date, subject to section 5.6 below.

5.4 The particulars that Koskie Minsky LLP may require a Player to provide in order to be deemed to have opted-in include particulars:

- (a) to confirm that the Player is a putative Class Member;
- (b) to confirm that the Player was a victim of the “abuse”;
- (c) that describe the incident or incidents of the “abuse”, including place(s), time(s), date(s), participant(s); witness(es), event(s), *etc.*;
- (d) that describe the personal physical and mental harm suffered as a result of the “abuse”;
- (e) that specify the relief that he would be seeking as a co-plaintiff in one or more of the 60 actions against the Defendants;
- (f) that describe the monetary or financial harm he suffered as a result of the “abuse”, and
- (g) to provide such further and other information as required by Koskie Minsky LLP to join the Player as a co-plaintiff in one or more of the 60 actions against the Defendants.

5.5 If the Player chooses to retain Koskie Minsky LLP to sue the Defendants, he agrees by the opt-in date to attend an intake interview with Koskie Minsky LLP, which interview may be conducted in person or remotely by video or telephone conference.

5.6. Players who seek to opt-in to this plan after the opt-in date, but before the commencement of actions, may participate in the plan at the discretion of Koskie Minsky LLP, provided that the requirements in Part 7 of this plan can be met for that player.

6.0 Commencement of the Running of Limitation Periods

6.1 The dismissal of the Certification Motion shall come into effect upon the approval of the Section 7 Plan. If no party appeals from the order approving this Section 7 Plan, the plaintiffs shall forthwith after the expiry of the deadline for appealing that order, abandon their appeal of the Certification Motion and the *Ragoonanan* Motion decisions.

6.2 The dismissal of the action as against the *Ragoonanan* Defendants shall come into effect 365 days after the approval of the Section 7 Plan. On that date, all

limitation periods suspended by the commencement of the proposed class action in relation to the Ragoonanan Defendants will resume running.

6.3 This proceeding (as identified in section 1.1 above) under the *Class Proceeding Act, 1992* shall be dismissed, without requiring any further step by the parties, effective as of the day after the deadline for commencing actions under this Section 7 Plan (being 365 days after the approval of the Section 7 Plan under section 7.1 below).

7.0 Commencement of Actions

7.1 By [insert commencement date] (365 days after the approval of the Section 7 Plan), Koskie Minsky LLP shall commence in the Ontario Superior Court of Justice in Toronto, up to 60 actions, each against the current owner or owners of one of the teams of the WHL, OHL, QMJHL, and one of the WHL, OHL, and QMJHL, and the CHL as co-defendants ("the Actions" and each individually an "Action").

7.2 The Statements of Claim shall name Toronto as the place of trial without prejudice to the court upon motion of any party changing the venue to another place of trial in Ontario. No party shall bring a motion for a change of venue for any Action prior to that Action being ready to be set down for trial pursuant to Rule 48 of the *Rules of Civil Procedure*.

7.3 The Actions shall be commenced for the putative Class Members who have retained Koskie Minsky LLP pursuant to the court approved Contingency Fee Retainer Agreements.

7.4 The Actions shall each be governed by the *Rules of Civil Procedure* and the Section 7 Plan.

7.5 The Actions shall be commenced by Statement of Claim. The Statement of Claims shall attach as schedules the individual claims of each Player joined as a co-Plaintiff.

7.6 The Players are *dominus litus* and the Statements of Claim and the attached schedules may be pled in accordance with the privileged instructions of the Players as to the material facts and there is no obligation on the Players to disclose witnesses or participants in the events described although they are at liberty to do so.

7.7. Without leave of the court, in the Statements of Claims, the Players may plead only the causes of action that were pleaded for the Certification Motion save and except the cause of action for breach of fiduciary duty.

7.8 The Statements of Claim in the Actions shall be sealed in the court's file.

7.9 Koskie Minsky LLP shall file in the open court file copies of the Statement of Claim substituting pseudonyms for the Players in the style of cause and in the schedules attached to the Statement of Claim (the "Anonymized Claims"). Koskie Minsky LLP shall be permitted to redact any personally identifying information in the Anonymized Claims only, to preserve the Players' anonymity.

7.10 The lawyers who appeared at the Certification Motion as counsel for the Defendants shall admit service of the Statements of Claim, which shall be served along with a Specialized Rule 49 Offer for each Player.

7.11 The Defendants may not at any stage in the Actions challenge the jurisdiction of the Ontario court on the grounds of absence of jurisdiction *simpliciter*.

7.12 The Defendants may not at any stage in the Actions challenge the jurisdiction of the Ontario court on the grounds of *forum non conveniens*.

7.13 The Defendants may not at any stage in the Actions challenge the joinder of plaintiffs to the Actions, the joinder of defendants, or the joinder of causes of action. Nothing in this section prevents any party from bringing severance motions after the Actions are assigned to a judge for multilateral case management.

7.14 The Defendants may not at any stage in the Actions bring any motions for particulars or to challenge the Statements of Claims or the attached schedules for pleading irregularities.

7.15 No party may bring any preliminary, interim, or interlocutory motion in any of the Actions until the pleadings are closed in that Action.

7.16 Notwithstanding section 7.15, any party may bring a motion for a confidentiality or sealing order pursuant to the *Rules of Civil Procedure*.

8.0 Statements of Defence and Third Party Claims

8.1 Using the pseudonyms style of cause, the Defendants shall deliver their respective Statements of Defence and any Third Party Claims within thirty days of service of the Statements of Claim or as the parties may otherwise agree or the court may order. The service, filing, and sealing of Statements of Defence and Third Party Claims shall be handled in the same manner as Statements of Claim.

8.2 The version of the Statements of Defence and Third Party Claims filed with the Court will be anonymized in accordance with section 7.9.

8.3 In as much as a plaintiff or plaintiffs are not to be prejudiced or unnecessarily delayed by reason of a third-party claim, the Court directs pursuant to Rule 29.09 that: (a) a third party may not deliver a defence to the main action pursuant to Rule 29.05 and (b) unless the parties agree otherwise, any third party claim is stayed until after the completion of all Actions.

9.0 Case Management

9.1 After the close of pleadings, the Actions shall be case managed by a single judge appointed by the Regional Senior Judge in Toronto.

10.0 Privacy, Confidentiality, Privilege, and Disclosure of Information

10.1 Nothing in this plan abrogates the normal rules of privilege including lawyer and client privilege, litigation privilege, and settlement privilege.

10.2 It is a principle of the Section 7 Plan that as between the parties there shall be full disclosure of relevant information in accordance with the *Rules of Civil Procedure* and that the open court principle applies to hearings in open court at which time subject to confidentiality or privacy orders to the contrary, the sealed pleadings will be unsealed.

10.3 After the close of pleadings, the parties may apply for confidentiality and privacy orders pursuant to the *Rules of Civil Procedure* as they may be advised.

11.0 Affidavits of Documents

11.1 Within 60 days after the close of pleadings, each Player shall serve his Affidavit of Documents and the documents referenced therein unless his claim has settled pursuant to the Specialized Rule 49 Offer or otherwise.

11.2 Within 60 days after the close of pleadings, each co-Defendant shall serve its Affidavit of Documents and the documents referenced therein.

11.3 The parties' respective Affidavits of Documents shall not be filed in the court file.

12.0 Examinations for Discovery

12.1 Subject to the provisions of this section of the Section 7 Plan, the parties shall settle a Discovery Plan in accordance with the *Rules of Civil Procedure*.

12.2 The evidentiary record from the Certification Motion, the Jurisdiction Motion, and the Ragoonanan Motion shall be deemed to be examinations for discovery in all of the Actions, as a supplement to the ordinary discovery process under the *Rules of Civil Procedure* in the Actions.

12.3 The deemed undertaking rule and the common law implied undertaking rule shall not apply as between all of the Actions.

13.0 Specialized Rule 49 Offers

13.1 Koskie Minsky LLP shall deliver with the Statements of Claim in the Actions a Specialized Rule 49 Offer to reflect the exigencies of the particular Action.

13.2 In any event, the Specialized Rule 49 Offers will augment the schedules to the Statements of Claim with a list of documents or affidavits that support and quantify the Players' claims.

14.0 Bellwether Trial

14.1 A bellwether trial or trials will be an important ingredient in the effective and efficient resolution of the Actions.

14.2 As soon as possible after the commencement of the Actions, the parties, with the assistance of the case management judge, will select an Action or Actions to proceed on an expedited basis to a bellwether trial or trials to provide judicial guidance on key issues that may include:

- a) The existence, and extent, of the CHL, Member League and Teams' duty of care to former players;
- b) The standard of care and its evolution over time;

- c) The vicarious liability of the CHL, Member Leagues and Teams for the abuse; and
- d) The apportionment of damages, to the extent that the Defendants claim over.

14.3 The bellwether trial or trials will proceed on an expedited time frame, to be determined in case management.

Schedule "I" – Koskie Minsky LLP, Contingency Fee Retainer Agreement [to be drafted]

**CHL ABUSE LITIGATION CONTINGENCY FEE RETAINER AGREEMENT
(the "Agreement")
(effective as of Date of Intake Meeting)**

B E T W E E N :

CLIENT NAME
(the "Client" or "You")
- and -

**KOSKIE MINSKY LLP
("Counsel")**

RECITALS

Daniel Carcillo, Garrett Taylor, and Stephen Quirk commenced a class action lawsuit on behalf of all former and current players who were abused while playing in the Canadian Hockey League ("CHL") and one or more of the Ontario Hockey League ("OHL"), Western Hockey League ("WHL") or Quebec Major Junior Hockey League ("QMJHL") between May 8, 1975 and the present. Abuse was defined to mean,

physical, and sexual assault, hazing, bullying, physical and verbal harassment, sexual harassment, forced consumption of alcohol and illicit drugs, and the use of homophobic, sexualized and/or racist slurs directed against minors playing in the CHL, OHL, WHL and QMJHL (the "Leagues"), perpetrated by players, coaches, staff, servants, employees, and agents of the Leagues, including players, coaches, staff, servants, employees, and agents of the teams.

The Ontario Superior Court of Justice (the "**Ontario Court**") dismissed a motion for certification of a class action, while permitting Messrs. Carcillo, Taylor, and Quirk to bring a motion for an Individual Issues Protocol against the CHL, OHL, WHL, QMJHL and their Teams.

On September 9, 2023, the Court made an order pursuant to section 7 of the *Class Proceedings Act, 1992*, S.O. 1992, c. 6 to transition the class action lawsuit into up to 60 lawsuits to be started in the Ontario Court against the CHL, WHL, OHL, the teams, and their owners (the "**Section 7 Plan**").

Counsel have only been retained to act on your behalf to pursue your claim for "Abuse" suffered during their time playing in the CHL, OHL, WHL or QMJHL through the Section 7 Plan (the "**Claim**").

You understand and acknowledge that your Claim will be prosecuted together with other similar Claims.

Counsel will be paid fees only in the event of "**Success**", which is defined as an award or other payment your favour or a settlement that benefits you. Counsel will also receive costs recovered in while prosecuting the Client's Claim. A settlement is an agreement between the parties to a lawsuit which sets out how they will resolve the Claim. If the Claim is settled, it will not go to trial. Your agreement with us in respect of Counsel fees and disbursements is set out below.

You acknowledge and agree that Counsel's fees and disbursements owing under the Agreement are a first charge on any "**Recovery**", which refers to any amount actually recovered from the Defendants in respect of the subject matter of your Claim, whether by award, judgement, order, settlement or otherwise, including any punitive damages and pre- and post-judgement interest, and including any amounts awarded or paid in any assessment of damages or other process ordered by a court, and including any amount separately identified or specified as costs.

DEFINITIONS

1. The following terms shall have the meaning set out below:
 - (a) "**CHL**" means the Defendant corporation, the Canadian Hockey League;
 - (b) "**OHL**" means the Defendant corporation, the Ontario Hockey League;
 - (c) "**WHL**" means the Defendant corporation, the Western Hockey League;
 - (d) "**QMJHL**" means the Defendant corporation, the Quebec Major Junior Hockey League (also known as the Ligue de Hockey Junior Majeur du Québec or "LHJMQ");
 - (e) "**League Corporation(s)**" means each and all the CHL, OHL, WHL, and QMJHL;
 - (f) "**Member Leagues**" means the OHL League, the WHL League, and the QMJHL League;

- (g) "**CHL League**" means the collective of the Member Leagues, and includes the OHL Teams, the WHL Teams, the QMJHL Teams, and the corporations, the CHL, the OHL, the WHL, and the QMJHL, as further described below;
- (h) "**Leagues**" means the CHL League and the Member Leagues;
- (i) "**Team(s)**" means each and all the following hockey clubs, including each and all the clubs' owners and operators, all of whom are named as Defendants in this Action:
- (j) "**Defendants**" means the defendant corporations, the CHL, the OHL, the WHL, the QMJHL, and the defendant corporations that own and operate the Teams;
- (k) "**Abuse**" means, among other things, physical and sexual assault, hazing, bullying, physical and verbal harassment, sexual harassment, forced consumption of alcohol and illicit drugs, and the use of homophobic, sexualized and /or racist slurs directed against minors playing in the Leagues, perpetrated by players, coaches, staff, servants, employees, and agents of the Leagues, including players, coaches, staff, servants, employees, and agents of the Teams;
- (l) "**Court**" means the Ontario Superior Court of Justice.

THE PARTIES AGREE AS FOLLOWS:

BEFORE YOU SIGN

2. You acknowledge you have been provided a copy of *Contingency Fees: What you need to know*, that you have reviewed it, and that you have had an opportunity to ask any questions arising from the guide prior to executing this Agreement.

RECITALS & SCHEDULES FORM PART OF THE AGREEMENT

3. The recitals above and the schedules to the Agreement are incorporated into and form an integral part of the Agreement.

EFFECTIVE DATE

4. The Agreement shall be effective as of the date of the first meeting with Counsel, notwithstanding the date of its execution.

RETAINER

5. You have retained and authorized Counsel act as your lawyers in pursuing your Claim through the Section 7 Plan against the CHL, the Member League(s) in which you played, and any Team(s) that you played on. This may include:

- (a) determining which process, if any, is appropriate for your Claim;

- (b) determining which of the Defendants, or other parties, would be appropriately named in your Claim;
- (c) determining whether it would be appropriate to sue as Defendants any individual players, coaches, general managers, or other team officials;
- (d) taking all steps to advance your Claim that Counsel, in their sole discretion, consider necessary, subject to your instructions;
- (e) using such persons and resources from our law firm that Counsel, in their sole discretion, consider necessary, and the services of such persons shall be deemed to be provided by Counsel;
- (f) bringing and defending such motions Counsel, in their sole discretion, determine to be appropriate, subject to your instructions;
- (g) prosecuting the hearing or trial of your Claim if one is necessary, subject to your instructions;
- (h) the assessment of and recovery of damages;
- (i) consulting, retaining, and engaging all experts, consultants and other persons including other law firms that Counsel, in their sole discretion, consider necessary, subject to your instructions; and
- (j) defending or bringing any appeal that Counsel, in their sole discretion, determine to be appropriate, subject to your instructions.

6. You acknowledge that Counsel will not be providing any tax advice whatsoever, and that you are responsible to take whatever steps are appropriate to address the tax consequences of any Claim and/or Recovery.

NEGOTIATIONS

7. You authorize Counsel, in their sole discretion, to negotiate with those Defendants who are named in your Claim to reach a settlement. You understand that Counsel may negotiate a settlement of your Claim along with the Claims of other similarly situated claimants.

8. If Counsel recommends that you accept a settlement offer from the Defendants who are named in your Claim, and you decline to accept that offer, you understand that Counsel may not be able to continue to represent you. Whether Counsel may continue to represent you depends on the reason for your refusal.

USUAL HOURLY RATES

9. The “**Usual Hourly Rates**” of some, but not all, of the members of our firm who will provide professional services in relation to the Claim are set out in **Schedule “A”** to the

Agreement. The Usual Hourly Rates are the standard hourly fees that Counsel usually charges for legal services.

10. You understand that the Usual Hourly Rates are their standard rates and are subject to change on an annual basis.

11. You understand that Counsel and all other persons providing professional services to you may, from time to time, increase their Usual Hourly Rates for purposes of this Agreement if done in the usual and ordinary course of businesses, and without further notice to you.

COSTS AWARDS AND FUNDING

12. Counsel shall retain all costs recovered from the Defendant in prosecuting your Claim, including any awards in respect of disbursements and taxes, and any other amount paid by the Defendant as costs. You authorize Counsel, in their sole discretion, to settle the amount of costs awarded on any motion and in the Claim without further instructions from you.

13. You confirm that you understand that the losing party at any step of a legal proceeding is generally required to pay the winning party a portion of the winning party's costs, including legal fees, any disbursements, and applicable taxes. **You acknowledge that Counsel are not providing an indemnity for costs, and that you will be responsible for paying any award of costs against you.**

14. Counsel may pay the disbursements that they, in their sole discretion, consider necessary. You acknowledge that Counsel will be reimbursed for those disbursements which will be in addition to any fees payable to Counsel as set out below.

COUNSEL'S FEES AND COSTS

15. Except for any amounts paid to Counsel as provided in paragraph 13, above, Counsel shall be paid fees upon achieving Success on your Claim. Counsel's fees shall be paid by a lump sum payment to the extent possible, or, if a lump sum payment is not possible, by periodic payments out of the proceeds of any judgement, order or settlement awarding or providing monetary relief, damages, interest, or costs to you.

16. In the event of Success Counsel shall be paid a "**Contingency Fee**" of 33%. Any costs that are payable shall also be subject to a Contingency Fee of 33%.

17. You direct that all amounts due and payable by the Defendant to you shall be paid to Counsel, in trust, and that contemporaneously with signing the Agreement, you will sign the irrevocable Authorization and Direction in the form attached as **Schedule "B"**.

18. After paying Counsel's Contingency Fee, as described in paragraph 19, above, together with any costs award against you, as described in paragraph 13, above, and any disbursements, as described in paragraph 23, below, the balance of the Recovery on your Claim will be paid to you, unless a court directs otherwise, in which case such funds will be paid in accordance with the court's direction.

DISBURSEMENTS

19. From any Recovery, you shall repay all disbursements that Counsel reasonably incur in relation to your Claim.

20. Recoverable disbursements include all amounts reasonably incurred in connection with the Claim, any motions or applications, the settlement of the Claim, the assessment of damages, or any appeals relating to or arising out of the Claim (including but not limited to expenses incurred for investigation, court fees, travel, lodging, long distance or collect telephone calls, case law database access, courier, postage, photocopier, imaging, and all services provided to Counsel by consultants, experts, counsel, and agents retained by or at the direction of Counsel).

TERMINATION OF AGREEMENT

21. Counsel may terminate their representation of you by giving you notice in writing if:

- (a) there is a breakdown of trust and confidence;
- (b) if Counsel are unable to obtain instructions from you;
- (c) if Counsel determine that there is no reasonable prospect of success on your Claim and you refuse to abandon the Claim or settle the Claim on a with or without costs basis;
- (d) if Counsel determine that the cost of prosecuting your Claim exceeds the expected Recovery and you refuse to abandon the Claim or settle the Claim on a with or without costs basis; or
- (e) if Counsel are required to withdraw from representing you to comply with our professional ethics.

22. In any of these circumstances, Counsel retain the right to continue to act for all other similarly situated claimants through the Section 7 Plan, and you agree that no conflict shall arise. If you cause, or are otherwise responsible for, circumstances that require Counsel to terminate their representation of you, then you shall repay any disbursements. You will pay Counsel's fees in accordance with paragraph 24, below, as though you had terminated our representation.

23. You may terminate Counsel's representation at any time by providing notice to Counsel in writing. You acknowledge that Counsel have expended and will continue to expend significant time and incur significant financial risk in prosecuting your Claim. You understand that retaining Counsel is a precondition to participating in the Section 7 Plan, and that you may no longer be a part of the Section 7 Plan if Counsel's representation is terminated.

24. If you terminate Counsel's representation, whether you engage other lawyers to prosecute your Claim, and you realize Success, then you shall be responsible for paying the following:

- (a) if Success had not already been substantially achieved at the time of termination, and you do not achieve Success within 12 months of termination, the lesser of:
 - (i) the legal fees and disbursements that Counsel have incurred to prosecute your Claim up to the time that you terminate Counsel's retainer, using the Usual Hourly Rates; and
 - (ii) Counsel's Contingency Fee; and
- (b) if Success had already been substantially achieved at the time of termination, or if Success is achieved within 12 months of termination, Counsel's Contingency Fee.

25. Counsel's fees shall constitute a first charge on your Claim.

CONFIDENTIALITY

26. Communications between you and Counsel, whether written or verbal, relating to your Claim and the Claims of other claimants are privileged **but that such privilege may be lost if you were to disclose such information to third persons.**

27. You understand that you share a common interest with the other Claimants, and that you wish to cooperate and coordinate their Claims to maximize the value of each such Claim. You agree to protect the confidentiality of privileged information and not to disclose such information to any third person, other than Counsel and other Claimants. You agree that any privilege will not be lost by communicating privileged information about one you to other Claimants in the service of the Claimants' common interest.

28. You agree that Counsel's files and documents compiled in connection with their investigation and prosecution of this matter constitute the work product and property of Counsel.

ENGAGEMENT OF CO-COUNSEL

29. You understand that it may not be possible for one law firm to litigate all of the Claims captured by the Section 7 Plan. Counsel may, in their sole discretion, recommend that another law firm be engaged to assist with the Claims. You authorize Counsel's, in their sole discretion, to approach other lawyers or law firms to assist with prosecuting your Claim or the Claims of other players ("**Co-Counsel**").

30. If Counsel recommend that you accept representation from Co-Counsel, and you refuse to be represented by Co-Counsel, you understand that Counsel may not be able to continue representing you.

AN EXAMPLE OF THE OPERATION OF THE AGREEMENT

31. You and Counsel acknowledge that it is difficult to estimate the amount of money, if any, that will be paid as a Contingency Fee, given that this amount will depend on the amount of the

Recovery, if any, which is uncertain. An example of how the Agreement operates is set out in **Schedule "C"** to the Agreement.

IDENTIFICATION OF POTENTIAL CONFLICTS

32. Counsel have conducted a review of records and confirm that they have not identified a mandate for another client in any matter that would create a substantial risk that Counsel's representation of you in prosecuting your Claim would be materially and adversely affected (a "**Conflicting Interest**").

33. Counsel do not normally consider themselves to have a Conflicting Interest because they represent another client who is a business or other competitor, employer, customer or supplier of yours or other Claimants; or another client who is asserting through Counsel's legal positions or arguments that may be inconsistent with those you or other Claimants are asserting or may wish to assert; or another client who is adverse in interest in another matter to the Client or other Claimants.

REPRESENTATION OF OTHER CLIENTS

34. While Counsel represents you, Counsel will not act for another client in a matter which creates a Conflicting Interest unless you consent.

35. Counsel's acceptance of this matter is on the basis that you consent to Counsel's representation of other clients in other matters that are adverse to your or other Claimants' interests, including their interest in their Claims, provided that

- (a) the other matter is not the same as the Client's Claim; and
- (b) Counsel protects your relevant confidential information.

36. You consent to Counsel's representation of the Defendant and its related entities on other matters, including matters that are adverse you or other Claimants, provided that the other matter is unrelated to your Claim.

37. You acknowledge that the timely establishment of a conflict screen will be sufficient protection of the confidentiality of such information so that Counsel may represent another client in such other matter.

38. For the sake of greater certainty, you consent to Counsel's representing you and the other Claimants in respect of the Claims while representing another client adverse to you or the other Claimants in a different matter.

39. When you are no longer Counsel's client, under applicable professional rules, Counsel's may represent another client in any matter that is adverse to your interests, provided that:

- (a) the other matter is not the same as the matter in which Counsel previously represented you; and

(b) Counsel protects your relevant confidential information.

40. You acknowledge that the timely establishment of a conflict screen will be sufficient protection of the confidentiality of your information so that Counsel may represent another client in such other matters.

41. You understand that Counsel is relying on the consents described above in agreeing to represent you and the other Claimants in this matter and that Counsel will not be seeking any further consent from you or the other Claimants or consulting with you or the other Claimants before advising, acting for or representing another client with interests adverse to you or the other Claimants. Counsel recommends that you seek advice from independent legal counsel if you have any questions concerning the implications of providing this consent.

COMMUNICATIONS

42. During this matter, Counsel may exchange electronic versions of documents and e-mails with you and other Claimants using commercially available software.

43. Unfortunately, the available technology is vulnerable to attack by viruses and other destructive electronic programs. As a result, while Counsel have sought to take countermeasures, Counsel's systems may occasionally reject a communication that you or other Claimants send to us, or Counsel may send you or the other Claimants something that is rejected by their systems.

44. Counsel cannot guarantee that all communications and documents will always be received, or that such communications and documents will always be virus free, and Counsel make no warranty with respect to any electronic communications. In addition, Counsel make no warranty with respect to the security of any electronic communication and you consent to the exchange of electronic communications, including confidential documents, unencrypted.

45. Counsel will communicate directly with you to obtain your instructions to pursue a particular Claim, to accept a settlement of your Claim, abandon your Claim, or to consent to a dismissal of your Claim with or without costs. Counsel will take instructions from any person having apparent authority to direct your affairs.

46. You acknowledge that the Agreement authorizes Counsel to take whatever steps are necessary to prosecute your Claim to judgement or an order, including the prosecution or defence of an appeal in the even that Counsel cannot reach you and that failing to act would jeopardize your Claim.

47. Counsel shall report on what they, in their sole discretion, determine to be important developments in the prosecution of your Claim.

NO GUARANTEE

48. Counsel will endeavour to represent your interests and the other Claimants' interests to the best of their ability. However, Counsel make no guarantees of any specific outcome or results. All legal opinions and advice provided to you or other Claimants reflect Counsel's judgement as

lawyers based on the law as it stands, and the facts available to Counsel at the time the opinion or advice is provided.

AGREEMENT BINDING

49. The Agreement shall bind you, as well as your successors, administrators, and assigns.

50. Counsel are acting on your behalf – but not any officers, directors, employees, subsidiaries, or affiliates of yours, unless specifically retained for that purpose.

AMENDMENTS AND ENTIRE AGREEMENT

51. It is agreed that there is no oral representation, warranty, collateral agreement, or condition that affects the Agreement. Amendments to the Agreement must be made in writing and duly executed by the parties.

GOVERNING LAW

52. The Agreement and our engagement in this matter are governed by the laws of the Province of Ontario and the federal laws of Canada.

COUNTERPARTS

53. The Agreement may be executed by you and Counsel in separate counterparts, with signatures by facsimile or electronic means being acceptable, each of which when so executed and delivered shall be an original, but all such counterparts shall together constitute one and the same instrument.

INDEPENDENT LEGAL ADVICE

54. You acknowledge that before signing the Agreement you were advised of the prudence of obtaining independent legal advice with respect to the meaning, effect, and advisability of the Agreement, and you either did obtain such advice or freely waived the opportunity to obtain such advice.

DATED this day of , 2023.

(Witness)		Client Name
Date:		
		Koskie Minsky LLP Per:
(Witness)		
Date:		

APPENDIX "A"

Schedule A

Personnel	Usual Hourly Rate as of January 1, 2023
James Sayce	\$●
Vlad Calina	\$●
Caitlin Leach	\$●
[NTD: Insert]	\$●

Schedule B

AUTHORIZATION AND DIRECTION

TO: WHOM IT MAY CONCERN

RE: Canadian Hockey League Litigation

The undersigned hereby authorizes and directs you to pay all monies with respect to the above matter, including any interlocutory orders relating to costs and disbursements, to my solicitors, **Koskie Minsky LLP**, and this shall be your good and sufficient authority for so doing.

DATED this day of , 2023

(Witness)

Client Name

Schedule C – How the Contingency Fee Operates

One Example (note: these are illustrations only)	Amounts
Approximate aggregate damages award, net of fees and disbursements	\$●
Example # of Claimants	\$●
Client's aggregate damages	\$●
Example Recovery	\$●
Example costs award in favour of the Client	\$●
Example disbursement award in favour of the Client	\$●
Example disbursements incurred by Counsel	\$●

In the above example, what would be the amount of Counsel's fee?

1. Counsel are entitled to be paid the Contingency Fee of up to 33% of the additional money received, plus HST, as approved by the Court. Additionally, Counsel's disbursements would be repaid. In total, Counsel would receive \$●, inclusive of HST, plus \$● in disbursements.

In the above example, what amount would be paid to you?

2. Your recovery would be \$●, based on \$● as a disbursement award, less \$● paid to Counsel and the return of \$● in disbursements, which leaves \$●.

Schedule D – Your Agreement Summary

YOUR AGREEMENT SUMMARY

**Koskie Minsky LLP
20 Queen St. West
Suite 900
Toronto, ON M5H 3R3
1-866-777-6343**

Client: Client Name

Legal services covered	You retain Counsel on a contingency fee basis to take all steps necessary to prosecute a claim for compensation. You retain Counsel to represent you: <ul style="list-style-type: none">• through to settlement;• through to the end of your hearing; and/or• through an appeal if you lose your case and decide to appeal. You have the right to make all critical decisions about how your case is conducted subject to the terms of the retainer agreement.
Disbursements	Counsel may have to pay for items and services from third parties, including taxes. These payments are considered disbursements because Counsel paid

	<p>for them on your behalf (for example, court filing fees and fees for expert witnesses).</p> <p>Internal firm costs are not generally chargeable as disbursements. For example, disbursements do not include the cost of other lawyers, paralegals, law clerks and administrative assistants, or any overtime.</p> <p>However, expenses approved by a court or tribunal or authorized by a regulation known as “Tariff A” are also considered disbursements, even if they are internal firm costs (Tariff A is part of the Rules of Civil Procedure).</p> <p>You will only have to pay for disbursements if you win your case or receive a settlement.</p>
Contingency fee	Counsel are entitled to be paid the Contingency Fee of up to 33% of the additional money received, plus HST, disbursements as outlined above.
If interim costs are awarded	Depending on the route for your Claim, Counsel will receive costs on top of any fees payable or Counsel will reduce fees by amounts that Counsel already received in costs.

Schedule "II" – Short Form Notice

DID YOU PLAY MAJOR JUNIOR HOCKEY IN THE ONTARIO HOCKEY LEAGUE, THE WESTERN HOCKEY LEAGUE, OR THE QUEBEC MAJOR JUNIOR HOCKEY LEAGUE?

If you were abused while playing Major Junior Hockey, you can claim compensation.

Since 1975, hockey players may have experienced bullying, hazing and abuse while playing on teams in the Canadian Hockey League, which includes the OHL, the WHL, and the QMJHL. The court has created an opt-in process for legal claims to allow these players to seek compensation. If you want to be part of this process, you must opt-in by [DATE].

Am I eligible to make a claim?

You are eligible to make a claim if:

(1) You played for, including participating in training or tryouts for, a team in the CHL, including any team in the OHL, WHL, or QMJHL, at any time since 1975; and

(2) You experienced bullying, hazing or abuse while playing in the CHL.

If you are eligible, you can opt-in to the process to make a legal claim to seek compensation for the abuse that you experienced. If successful, you will receive money to compensate you for the harms that you suffered because of that abuse.

How do I make a claim?

This is an opt-in claims process. To start a legal claim using this process, you must contact Koskie Minsky LLP by [DATE].

Email: [email address]

Call: #####

How will my claim be determined?

If you choose to take part in this opt-in process for legal claims, your claim will be determined as part of a "joinder action" alongside the claims of other people who played for the same team. This means that Koskie Minsky LLP would start an action on your behalf, and on behalf of others who played for the same team as you.

The action that you are part of will be against the team that you played for, the regional league you played in (either the Ontario Hockey League, the Western Hockey League, or the Quebec Major Hockey League), and the Canadian Hockey League. The action will be brought and determined in the Ontario Superior Court of Justice.

Who will represent me?

If you participate in this process, you will be represented by the law firm Koskie Minsky LLP.

If you do not wish to be represented by Koskie Minsky LLP, you can still bring a lawsuit in relation to the abuse that you experienced in the CHL, either by retaining another lawyer or by representing yourself, but you cannot do so as part of this opt-in process for legal claims.

Is this a class action?

This is not a class action. In 2020, a proposed class action was started by Daniel Carcillo, Garrett Taylor and Stephen Quirk on behalf of players but it was not certified as a class action by the Ontario Superior Court of Justice. This opt-in process for legal claims is taking place instead of a class action. In a class action, you are part of the lawsuit unless you opt-out by choosing not to participate. In this plan, you must opt-in to participate.

What happens if I don't take part in this claims plan?

If you do not take part in this process, you can still bring a separate lawsuit in relation to the abuse that you experienced while playing for a team in the CHL.

However, you should be aware that a limitation period may apply to your claim. A limitation period is the length of time that you can bring a lawsuit for after the events that the lawsuit is about took place. There may be a limitation period applicable to your claim. When Koskie Minsky LLP started the proposed class action, the limitation period was suspended, or paused. The limitation period will resume running on [DATE].

If you wish to start a legal action in relation to your experiences in the CHL outside of this plan, you should seek legal advice on the limitation period prior to [DATE]. Koskie Minsky LLP cannot assist you in bringing a claim outside of this plan.

For more information visit: <https://kmlaw.ca/chl>

Schedule "III" – Digital Notice

Did you play Major Junior Hockey in the OHL, the WHL, or the QMJHL at any time since 1975? If you suffered abuse or hazing in Major Junior Hockey, you can take part in an opt-in process to seek compensation. Visit <https://kmlaw.ca/chl> to learn more and make a claim."

Schedule "IV" – Press Release

KOSKIE MINSKY LLP ANNOUNCES CLAIMS PLAN FOR PLAYERS ABUSED WHILE PLAYING MAJOR JUNIOR HOCKEY IN THE CHL

TORONTO: Koskie Minsky LLP announces that the Ontario Superior Court of Justice has created an opt-in process for legal claims for individuals who suffered hazing or abuse while playing Major Junior Hockey in the Canadian Hockey League (which includes the Ontario Hockey League, the Western Hockey League, and the Quebec Major Junior Hockey League).

Under the opt-in process for legal claims, actions will be brought in the Ontario Superior Court of Justice on behalf of groups of players that played for the same team. Koskie Minsky LLP will be counsel on each action.

To take part in the opt-in process for legal claims, former players should contact Koskie Minsky LLP as soon as possible, and no later than [opt-in date]. Players that contact Koskie Minsky LLP after [opt-in date] will not be able to participate in the opt-in process for legal claims.

Anyone with questions should contact Koskie Minsky LLP by phone (####), email (XXXXXX@kmlaw.ca), or postal mail (900-20 Queen Street West, Toronto, ON, M5H 3R3). The opt-in process for legal claims was approved under Ontario Superior Court of Justice Court File No. CV-20-00642705-00CP.

Additional information is available online at www.kmlaw.ca/chl

Contact: Koskie Minsky LLP

XXXXXX@kmlaw.ca

#####

DANIEL CARCILLO et al.
Plaintiffs

-and-

ONTARIO MAJOR JUNIOR HOCKEY LEAGUE et al.
Defendants

Court File No. CV-20-00642705-00CP

**ONTARIO
SUPERIOR COURT OF JUSTICE**

Proceeding commenced at Toronto

ORDER

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