

COURT FILE NUMBER  
COURT

1401-11912 <sup>KING'S</sup>  
COURT OF ~~QUEEN'S~~ BENCH OF ALBERTA

JUDICIAL CENTRE

CALGARY

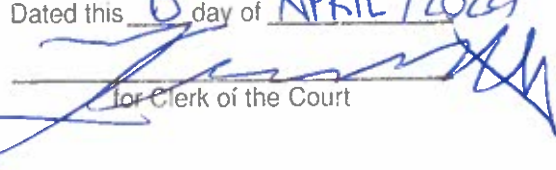
PLAINTIFF

LUKAS WALTER and TRAVIS MCEVOY,  
and KYLE O'CONNOR as  
REPRESENTATIVE PLAINTIFFS



I hereby certify this to be a true copy of  
the original ORDER

Dated this 15 day of APRIL 2024

  
for Clerk of the Court

DEFENDANTS

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., PORTLAND WINTER HAWKS,  
INC., BRETT SPORTS & ENTERTAINMENT,  
INC., HAT TRICK, INC. d.b.a. SPOKANE  
CHIEFS HOCKEY CLUB, THUNDERBIRD  
HOCKEY ENTERPRISES, LLC, TOP SHELF  
ENTERTAINMENT, INC., 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, and CANADIAN HOCKEY LEAGUE

DOCUMENT

**ORDER**  
**(Approving Settlement, Distribution and Fees)**

Brought under the *Class Proceedings Act*, S.A.  
2003, c. C-16.5

ADDRESS FOR SERVICE  
AND CONTACT  
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PARTY FILING THIS  
DOCUMENT

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Lawyers for the Defendants

**ORDER**

**APPROVAL OF SETTLEMENT, DISTRIBUTION AND FEES**

DATE ON WHICH ORDER WAS PRONOUNCED: April 15, 2024  
NAME OF JUSTICE WHO MADE THIS ORDER: Honourable Mr. Justice R.J. Hall

UPON THE APPLICATION of the plaintiff's for an order pursuant to the *Class Proceedings Act*, S.A. 2000, c. C-16.5, approving the Settlement Agreement, Distribution Protocol and fees of Class Counsel, which was heard in writing on this day, at the courthouse at 601 5<sup>th</sup> Street Southwest, Calgary, Alberta; AND UPON reading all materials filed, including the Settlement Agreement, Amendment Agreement, Distribution Protocol and on reading the submissions of counsel for all parties; AND UPON being advised of the defendants' consent;

AND WHEREAS the parties attended a joint hearing of the Court of King's Bench of Alberta, Superior Court of Ontario, and Superior Court of Québec on September 15, 2020 seeking approval of the Settlement Agreement, Distribution Protocol, honorarium and fees of Class Counsel.

AND WHEREAS Kobe Mohr and Anthony Poulin objected to the scope of the release in the Settlement Agreement and commenced a class proceeding against some of the Defendants alleging violations of the *Competition Act*, R.S.C., 1985, c. C-34 (the "Competition Action")

AND WHEREAS by reasons of this Court, released October 22, 2020, the Application for approval was dismissed and this Court directed that the dismissal was without prejudice to the rights of the parties to reapply for settlement approval.

AND WHEREAS This Court further directed that if the parties reapplied with no change to the proposed Settlement Agreement other than a revision to the release, then it would not be necessary to give notice of the settlement approval hearing other than to the objectors, Kobe Mohr and Anthony Poulin and the hearing shall proceed as an application in writing.

**AND WHEREAS** The Competition Action was dismissed by the Federal Court and all appeals have been exhausted.

**AND WHEREAS** The parties have executed an Amendment Agreement to the Settlement Agreement modifying the scope of the proposed release in accordance with the directions of the Superior Courts of Alberta, Ontario, and Québec and the parties have not otherwise modified the terms of the Settlement Agreement.

**AND WHEREAS** by order of Martin J. of this Court, dated April 13, 2016 the contingency fee agreement between Lukas Walter and Charney Lawyers PC, dated February 25, 2016, was approved and the financing and indemnity agreement between Lukas Walter, Charney Lawyers PC, BridgePoint Global Litigation Services Inc and Bridgepoint Indemnity Company (Canada) Inc, dated March 9, 2016 was approved (“Approved Funding Agreement”).

**IT IS HEREBY ORDERED THAT:**

1. **THIS COURT ORDERS** that, in addition to the definitions used elsewhere in this Order, for the purposes of this Order, the definitions set out in the Settlement Agreement, Amendment Agreement and Distribution Protocol apply to and are incorporated into this Order.
2. **THIS COURT ORDERS** that in the event of a conflict between this Order and the Settlement Agreement, Amendment Agreement or Distribution Protocol, this Order shall prevail.

**Settlement Agreement, Amendment Agreement and Distribution Approval**

3. **THIS COURT ORDERS** That this Order, including the Settlement Agreement, Amendment Agreement and Distribution Protocol, is binding upon each member of the Class that did not validly opt out, as well as all Releasors, including those Persons who are minors or mentally incapable, and the requirements of Rule 2.11 of the Alberta Rules of Court are dispensed with in respect of the Alberta Class Action.
4. **THIS COURT ORDERS** That the Distribution Protocol, Settlement Agreement and Amendment Agreement are fair, reasonable and in the best interests of the Class.
5. **THIS COURT ORDERS** That the Settlement Agreement and Amendment Agreement, attached as **Schedule "A"**, are hereby approved pursuant to section 35 of the *Class Proceedings Act*, SA 2003, c C-16.5, and shall be implemented and enforced in accordance with their terms.
6. **THIS COURT ORDERS** That the Distribution Protocol, attached as **Schedule "B"**, is hereby approved and shall be implemented and enforced in accordance with its terms.
7. **THIS COURT ORDERS** that Travis McEvoy, Kyle O'Connor; and Lukas Walter shall each receive an honorarium of \$10,000, payable from the Settlement Amount.
8. **THIS COURT ORDERS** that, upon the Effective Date, each Releasor has released and shall be conclusively deemed to have forever and absolutely released the Releasees from the Released Matters as set out in the Amendment Agreement attached at **Schedule "A"**.

9. **THIS COURT ORDERS** that RicePoint Administration Inc. and its affiliates (the “Administrator”) are appointed to administer the Distribution Protocol.
10. **THIS COURT ORDERS** the Administrator may apply the Distribution Protocol in assessing the individual entitlements of the Class Members to the Claim Fund and make any determinations without further order of the Court.
11. **THIS COURT ORDERS** that calculations of Class Member entitlements to the Claim Fund made by the Administrator pursuant to the Distribution Protocol are final and binding on the Class Members.
12. **THIS COURT ORDERS** that the Administrator shall be remunerated its reasonable fees and disbursements from the Settlement Fund without further approval of the Court;
13. **THIS COURT ORDERS** that, other than that which has been provided in the Settlement Agreement, no Releasee shall have any responsibility or liability whatsoever relating to the administration of the Settlement Agreement.

**Notice of Settlement Approval**

14. **THIS COURT ORDERS** that notice to the Class Members that the Settlement Agreement has been approved and the Class may submit an Administration Form shall be by text message, e-mail and regular mail (as available) in accordance with s. 8.1(3) of the Settlement Agreement.

**Class Counsel Fees and Payment to Funder**

15. **THIS COURT ORDERS** that fees payable in the total amount of \$9,946,182, plus disbursements of \$521,767.55 and plus applicable taxes, representing the total legal fees collectively for the Ontario Class Action, Alberta Class Action and Québec Class Action, are approved, subject to any further order after approvals in the Alberta and Québec Class Actions, and shall be paid to Class Counsel from the Settlement Amount.

16. **THIS COURT ORDERS** that \$1,744,277.00 shall be paid to BridgePoint Global Litigation Services Inc and Bridgepoint Indemnity Company (Canada) Inc, pursuant to the Approved Funding Agreement, dated March 9, 2016 or other such amount as approved by this Court and calculated after the Claims Deadline, Distribution of the Claims Fund and payment of all Administration Expenses, payable from the Settlement Amount.

**Dismissal, Termination and Ongoing Oversight**

17. **THIS COURT ORDERS** that, in the event that the Settlement Agreement is terminated in accordance with its terms or otherwise fails to take effect for any reason, this Order shall be declared null and void and of no force or effect without the need for any further order of this Court and without notice to the Class.

18. **THIS COURT ORDERS** that, upon the Effective Date, the Alberta Class Action is hereby dismissed without costs and with prejudice.

19. **THIS COURT ORDERS** that, for the purposes of administration and enforcement of the Settlement Agreement and this Order, this Court will retain an ongoing supervisory role.


20. **THIS COURT ORDERS** that Class Counsel, the Defendants and/or the Claims Administrator may make a motion or motions to the Court for directions necessary to



administer the settlement of this Action or to authorize payment to the Class Members and/or for any other disbursements.

21. **THIS COURT ORDERS** that the terms of this Order shall not be effective unless and until a corresponding order/judgment with no material differences is obtained from each of the Superior Court of Ontario and the Superior Court of Québec.

22. **THIS COURT ORDERS** that there shall be no costs of this Application.

A handwritten signature in black ink, appearing to read "Robert Hall", is written over a horizontal line.

Honourable Mr. Justice R.J. Hall