

CANADA  
PROVINCE OF QUEBEC  
DISTRICT OF MONTREAL  
No.: 500-06-000785-168

**SUPERIOR COURT**  
(Class Action)

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**PIERRE DEROME**

Plaintiff

**v.**

**THE STARS GROUP INC.**

-and-

**DAVID BAAZOV**

-and-

**DANIEL Y. SEBAG**

-and-

**DIVYESH GADHIA**

-and-

**HARLAN W. GOODSON**

-and-

**WESLEY K. CLARK**

Defendants

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**SETTLEMENT AGREEMENT**

Made as of the 25<sup>th</sup> day of November, 2019

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## **SETTLEMENT AGREEMENT**

### **SECTION 1 – RECITALS**

#### **1.1 WHEREAS:**

- A. The Plaintiff commenced the Action alleging essentially misrepresentations and omissions of material facts relating to business practices and public filings and statements;
- B. The Defendants have denied and continue to deny each and all of the claims and allegations of wrongdoing made by the Plaintiff in the Action, including any and all allegations that the Plaintiff and/or the Class Members have suffered any harm or damage whatsoever, and all claims and allegations of wrongdoing or liability against them arising out of any of the conduct, statements, acts, or omissions alleged, or that could have been alleged, in the Action, or otherwise;
- C. Neither Leave nor Authorization has been granted in the Action;
- D. The Plaintiff, the Defendants and the Contributing Parties, through counsel, have engaged in hard-fought and extensive arm's-length settlement discussions and negotiations in respect of the Action, resulting in this Agreement;
- E. As a result of these settlement discussions and negotiations, the Parties have entered into the Agreement, without admission of liability, which embodies all of the terms and conditions of the Agreement among the Parties, both individually and on behalf of the Class and subject to approval of the Court;
- F. The Parties have negotiated and entered into this Agreement to fully, definitively and permanently resolve, settle and release and discharge all claims asserted, or which could have been asserted, against the Defendants by the Plaintiff on his own behalf and/or on behalf of the Class he seeks to represent, to avoid the further expense, inconvenience, distraction of burdensome litigation and risks inherent to this uncertain, complex and protracted litigation, and thereby to put to rest this Action;
- G. The Plaintiff, Class Counsel and Defendants agree that neither this Agreement, nor any statement made in the negotiation thereof, shall be deemed or construed to be an admission by or evidence against the Defendants or evidence of the truth of any of the Plaintiff's allegations against the Defendants, which allegations are expressly denied by Defendants;
- H. The Plaintiff and Class Counsel have reviewed and fully understand the terms of this Agreement and, based on their analyses of the facts and law applicable to the Plaintiff's claims,

having regard to the burdens and expense in prosecuting the Action, including the risks and uncertainties associated with trials and appeals, and having regard to the Settlement Amount to be paid by the Contributing Parties, the Plaintiff and Class Counsel have concluded that this Agreement is fair, reasonable and in the best interests of the Plaintiff and the Class. For further clarity, the Plaintiff and Class Counsel fully understand that the Defendants shall not be liable solidarily with any Contributing Party;

I. The Parties therefore wish to, and hereby do, finally resolve, without admission of liability, the Action as against the Defendants;

J. The Defendants consent to the Leave and Authorization of the Action solely for the purposes of implementing this Agreement and contingent on the approval by the Court as provided for in this Agreement, on the express understanding that such consent, leave or authorization shall not derogate from the respective rights of the Parties in the event that this Agreement is not approved, is terminated or otherwise fails to take effect for any reason;

K. The Plaintiff asserts that he is an adequate class representative for the Class he seeks to represent and will seek to be appointed representative plaintiff in the Action for the purpose of implementing this Agreement;

**NOW THEREFORE**, in consideration of the covenants, agreements, promises and releases set forth herein and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, it is agreed by the Parties that the Action be settled on the merits, subject to the approval of the Agreement by the Court, and that all Released Claims against the Defendants which any of the Releasors asserted, or could have asserted, against any of the Defendants be forever extinguished and released on the following terms and conditions:

## **SECTION 2 – DEFINITIONS**

### **2.1 Definitions**

For the purposes of the Agreement, including the Recitals and Schedules hereto:

(1) **Action** means all the proceedings, exhibits and plans of arguments filed by the Parties in the Superior Court record no. 500-06-000785-168.

(2) **Administration Expenses** means all fees, disbursements, expenses, costs, taxes and any other amounts incurred or payable relating to approval, implementation and administration of this Agreement including the costs of translating, publishing and delivering notices and the fees, disbursements and taxes paid to the Administrator, the Referee and any other expenses

approved by the Court which shall all be paid from the Settlement Amount. For greater certainty, Administration Expenses include the Non-Refundable Expenses but do not include Class Counsel Fees.

(3) **Administrator** means Trilogy Class Action Services or the third-party firm appointed by the Court to administer the Agreement, and any employees of such firm.

(4) **Agreement** means the settlement provided for in this agreement, including the Recitals and Schedules hereto.

(5) **Authorization** means authorization to bring a class action under article 574 of the *Code of Civil Procedure*.

(6) **Authorized Claimant** means any Class Member who has been approved for compensation by the Administrator.

(7) **Claim Form** means the form or forms to be approved by the Court, which, when completed and submitted in a timely manner to the Administrator, enable(s) a Class Member to apply for compensation pursuant to the Agreement.

(8) **Claims Bar Deadline** means the date by which each Class Member must file a Claim Form and all required supporting documentation with the Administrator which date shall be set out in the Second Notice and which shall be at least one hundred twenty days (120) days after the date on which the Second Notice is last published.

(9) **Class or Class Members** means:

- i. **“Primary Market Sub-Class”**: all persons and entities, wherever they may reside or may be domiciled, other than Excluded Persons, who, during the Class Period, purchased TSGI’s securities in an Offering and held all or some of those securities until at least March 23, 2016;
- ii. **“Secondary Market Sub-Class”**: all persons and entities, wherever they may reside or may be domiciled, other than Excluded Persons, who, during the Class Period, purchased TSG’s securities in the secondary market and held all or some of those securities until at least March 23, 2016, and who:
  - are residents in Canada or were residents in Canada at the time of such acquisitions regardless of the location of the exchange on which they purchased TSGI's securities; or

- purchased TSGL's securities in the secondary market in Canada or elsewhere, other than in the United States.

(10) **Class Counsel** means Faguy & Co. Barristers & Solicitors Inc. and Morganti Legal.

(11) **Class Counsel Fees** means the fees, disbursements, costs, GST and PST, as the case may be, and other applicable taxes or charges of Class Counsel and a *pro rata* share of all interest earned on the Settlement Amount to the date of payment, as approved by the Court.

(12) **Class Period** means the period from March 31, 2014 to March 22, 2016 inclusively.

(13) **Collateral Agreement** means the agreement executed contemporaneously with this Agreement, which sets the Opt-Out Threshold, the terms of which shall be kept confidential unless the Court requires disclosure thereof.

(14) **Contributing Parties** means Defendants' insurers, as will be identified in the Letter of Undertaking, but only in their respective capacities as insurers of the Defendants under the insurance policies.

(15) **Court** means the Superior Court of Québec.

(16) **Defendants** means The Stars Group Inc., David Baazov, Daniel Y. Sebag, Divyesh Gadhia, Harlan W. Goodson and Wesley K. Clark.

(17) **Effective Date** means the date when the Second Order has been issued and the time for any appeal therefrom has expired.

(18) **Eligible Securities** means TSGL's securities held by the Class Members that are the basis for inclusion in the Primary Market Sub-Class or Secondary Market Sub-Class, as determined using the LIFO method of calculation.

(19) **Escrow Account** means the interest bearing CDN currency trust account with one of the Canadian Schedule 1 banks or a liquid money market account or equivalent security with a rating equivalent to, or better than, that of an interest bearing account in a Canadian Schedule 1 bank in Québec, initially under the control of Class Counsel subject to the terms of the Agreement and then after the funds are transferred to the Administrator on or after the Effective Date, the account controlled by the Administrator containing the funds transferred by Class Counsel.

(20) **Escrow Settlement Amount** means the Settlement Amount plus any interest accruing thereon as a result of investment thereof after payment of all Non-Refundable Expenses.

**(21) *Excluded Persons*** means the Defendants, members of the immediate families of David Baazov, Daniel Y. Sebag, Divyesh Gadhia, Harlan W. Goodson and Wesley K. Clark, and the directors, officers, subsidiaries, and affiliates of TSGI and its subsidiaries.

**(22) *First Motion*** means the motions brought before the Court, for orders:

- (i) granting Authorization and Leave for settlement purposes only;
- (ii) setting the date for the hearing of the Second Motion;
- (iii) approving the form of the First Notice;
- (iv) approving and authorizing publication and dissemination of the First Notice pursuant to the Plan of Notice;
- (v) approving the Opt-Out Form;
- (vi) appointing the Administrator and Referee;
- (vii) appointing Class Counsel to control the Escrow Account subject to the terms of the Agreement; and
- (viii) appointing the Referee to receive and report on objections to the Agreement, if any, and appointing the Administrator to receive and report on opt-outs, if any.

**(23) *First Notice*** means notice to the Class in a form to be approved by the Court, which shall substantially be in accordance with the notice at Schedule “B” and a French translation thereof.

**(24) *First Order*** means the orders made by the Court granting the relief sought on the First Motion, substantially in the form of the orders at Schedule “A”.

**(25) *Fonds d’aide aux actions collectives*** means the agency and legal person established in the public interest as per the *Act respecting the Fonds d’aide aux actions collectives*, CQLR c F-3.2.0.1.1, to whom the Administrator will remit the percentage provided for by the applicable legislation and regulations.

**(26) *Leave*** means leave to commence a secondary market securities claim under section 225.4 of the *Québec Securities Act*.

**(27) *Letter of Undertaking*** means the agreement executed contemporaneously with this Agreement, which sets the contribution of each Contributing Party, the terms of which shall be kept confidential unless the Court requires disclosure thereof.



(28) **Newspapers** means the following newspaper publications: National Post, Montreal Gazette, and La Presse.

(29) **Non-Refundable Expenses** means certain administration expenses stipulated in section 4.1(1) of the Agreement to be paid from the Settlement Amount.

(30) **Opt-Out Deadline** means the date to be specified in the First Notice which shall be at least 30 days after the date on which the First Notice is last published in the Newspapers.

(31) **Opt-Out Form** means the documents in English and French, as approved by the Court, which shall substantially be in accordance with the documents at Schedule “G”, that if properly completed and submitted by a Class Member to the Administrator before the expiry of the Opt-Out Deadline, excludes that Class Member from the Class, the Action and participation in the Agreement.

(32) **Opt-Out Parties** means collectively, all persons who would otherwise be Class Members who validly opt out of the Action, each individually being an “**Opt-Out Party**”.

(33) **Opt-Out Threshold** means the total number of Eligible Securities required to be held by all Opt-Out Parties in order to trigger the Defendants’ right to terminate this Agreement in accordance with section 12.2 hereof, as particularized in the Collateral Agreement.

(34) **Opting Out** means properly completing and submitting an Opt-Out Form and all necessary supporting documents before the expiry of the Opt-Out Deadline.

(35) **Parties** means the Plaintiff and the Defendants.

(36) **Plaintiff** means Pierre Derome.

(37) **Plan of Allocation** means the plan, as approved by the Court, which shall substantially be in accordance with the plan at Schedule “F”.

(38) **QSA** means the Québec *Securities Act*, CQLR c V-1.1.

(39) **Plan of Notice** means the plan for disseminating the First Notice and the Second Notice to the Class, as approved by the Court, which shall substantially be in accordance with the plan attached as Schedule “C”.

(40) **Referee** means Mtre. Jonathan Nuss of Cabinet d’avocats NOVA lex Inc. or such other person or persons appointed by the Court to serve in that capacity.

(41) **Released Claims** (or **Released Claim** in the singular) means any and all manner of claims, demands, actions, suits, causes of action, whether class, individual or otherwise in nature, whether personal or subrogated, damages whenever and wherever incurred, and rights

and liabilities of any nature whatsoever, including interest, costs, expenses, administration expenses, penalties, Class Counsel Fees and lawyers' fees, known or unknown, suspected or unsuspected, in law, under statute or in equity or at common law, that the Releasors, or any of them, whether directly, indirectly, derivatively, or in any other capacity, ever had, now have, or hereafter can, shall, or may have as against the Releasees relating or connected in any way to the causes of action alleged in the Action, including, without limitation, any such claims that have been asserted, would have been asserted or could have been asserted, whether in Canada or elsewhere, as a result of or in any connection with the purchase, retention or sale, or lack of purchase or sale, of Eligible Securities in the Class Period.

**(42) Releasees** means the Defendants and their respective past and present affiliates, and subsidiaries, and each of their respective insurers, reinsurers, directors, officers, partners, employees, agents, trustees, servants, parents, consultants, advisors, lawyers, representatives, successors, predecessors, assigns and each of their respective heirs, executors, attorneys, administrators, guardians, estates, trustees, successors and assigns.

**(43) Releasors** means, jointly and severally, the Plaintiff, the Class Members (excluding those who have validly opted out), including any person having a legal and/or beneficial interest in the Eligible Securities purchased or acquired by the Plaintiff or these Class Members and their respective past and present predecessors, affiliates, subsidiaries, directors, officers, employees, partners, parents, agents, trustees, servants, consultants, shareholders, advisors, representatives, lawyers, heirs, executors, attorneys, administrators, guardians, estate trustees, successors and assigns, as the case may be.

**(44) Second Motion** means the motions brought in the Court for orders:

- (a) approving the Agreement;
- (b) approving the Second Notice;
- (c) approving the Plan of Allocation;
- (d) approving the Claim Form;
- (e) setting the Claims Bar Deadline; and
- (f) approving Class Counsel Fees.

**(45) Second Notice** means notices to the Class in a form to be approved by the Court, which shall substantially be in accordance with the notice at Schedule "E" and a French translation thereof.

(46) **Second Order** means the orders made by the Court granting the relief sought on the Second Motion, substantially in the form of the orders at Schedule “D”.

(47) **Settlement Amount** means \$ 30,000,000CDN dollars, inclusive of capital, interest, additional indemnity, Administration Expenses, Class Counsel Fees, taxes and any other costs or expenses related to the Action or the Agreement, \$29,980,000CDN of which will be paid to settle the Class claims and \$20,000 of which will be paid to the Plaintiff to settle his individual QSA claim. The Settlement Amount will be distributed in accordance with the formula contained in the Plan of Allocation to be approved by the Court. This Plan of Allocation will apportion \$ 2,500,000CDN to Authorized Claimants who purchased their securities in the primary market and the remaining \$ 27,480,000CDN to Authorized Claimants who purchased their securities in the secondary market. For greater certainty, the Releasees shall have no obligation to pay any amount in addition to the Settlement Amount for any reason whatsoever.

(48) **TSGI** means The Stars Group Inc.

(49) **TSX** means the Toronto Stock Exchange.

## **SECTION 3 – THE MOTIONS**

### **3.1 Nature of Motions**

(1) The Parties shall use their best efforts to implement the terms of the Agreement. The Parties agree to hold in abeyance all steps in the Action, other than proceedings provided for in the Agreement, the First Motion, the Second Motion and such other proceedings required to implement the terms of the Agreement, until the date the Agreement becomes final or the date of the termination of the Agreement.

(2) The First Motion shall be brought as soon as is reasonably possible following the execution of the Agreement. The Defendants shall consent to the First Order provided that it is substantially in the form at Schedule “A”.

(3) Following the determination of the First Motion, the First Notice shall be published in accordance with section 10.2 of the Agreement.

(4) Following the determination of the First Motion, the Second Motion will be brought and the Defendants shall consent to the Second Order provided that it is substantially in the form at Schedule “D”.

(5) Following the determination of the Second Motion, provided that the Agreement is approved by the Court, the Second Notice shall be published in accordance with section 10.3 of the Agreement.

## **SECTION 4 – NON-REFUNDABLE EXPENSES**

### **4.1 Payments**

(1) Expenses reasonably incurred for the following purposes shall be the Non-Refundable Expenses, and shall be payable from the Escrow Account, when incurred:

- (a) the costs incurred in connection with establishing and operating the Escrow Account;
- (b) the costs incurred for translating, publishing and disseminating the First Notice and the Second Notice;
- (c) the costs of the Referee in connection with receiving objections and ruling on contested Opt-Out Forms and reporting to the Court to a maximum of \$10,000CDN for fees, plus reasonable and documented disbursements and applicable taxes, unless the Court orders otherwise;
- (d) the costs incurred in translating the Agreement and Opt-Out Forms;
- (e) if necessary, the costs incurred in translating, publishing and disseminating the notice to the Class that the Agreement has been terminated; and
- (f) if the Court appoints the Administrator and thereafter the Agreement is terminated by the Defendants pursuant to section 12 of the Agreement, the costs reasonably incurred by the Administrator for performing the services required to prepare to implement the Agreement up to the time of termination, including any mailing expenses, to a maximum of \$35,000CDN.

(2) Class Counsel shall account to the Court and the Parties, including the Contributing Parties, for all payments it makes from the Escrow Account. In the event that the Agreement is terminated, this accounting shall be delivered no later than ten (10) days after such termination. In any other scenario, the Administrator will provide a statement of account of the Escrow Account to the Parties, including the Contributing Parties, upon request, on a quarterly basis until the distribution is final.

### **4.2 Disputes Concerning Non-Refundable Expenses**

Any dispute concerning the entitlement to or quantum of Non-Refundable Expenses shall be dealt with by a motion to the Court on notice to the Parties. All Parties, including the Contributing Parties, shall have standing in respect of such a motion, should they deem it appropriate to intervene or otherwise make representations.

## **SECTION 5 – THE SETTLEMENT AMOUNT**

### **5.1 Payment of Escrow Settlement Amount**

Each Contributing Party's individual contribution will be paid to Class Counsel no later than thirty (30) days after the execution of this Agreement, and each Contributing Party is liable separately only for its own contribution and shall not be liable solidarily with any other Contributing Party. The Plaintiff and Class Counsel fully understand that TSGI shall not be liable jointly nor solidarily with any Contributing Party. For greater certainty, the Plaintiff and Class Counsel fully understand that they shall have no recourse against the Defendants should any Contributing Party refuse or omit to pay its own contribution.

### **5.2 Interim Investment of Escrow Account**

Class Counsel and then the Administrator after the Agreement becomes final, shall hold the Settlement Amount in the Escrow Account and shall invest the Settlement Amount in a liquid money market account or equivalent security with a rating equivalent to, or better than that of an interest bearing account in a Canadian Schedule 1 bank and shall not pay out any amount from the Escrow Account, except in accordance with the terms of the Agreement including, but not limited to:

- (a) Payment of Class Counsel Fees pursuant to section 17.2 of the Agreement; and
- (b) Payment to the Fonds d'aide aux actions collectives pursuant to the Second Order.

### **5.3 Taxes on Interest**

- (1) Except as provided in section 5.3(2) of the Agreement, all taxes payable on any interest which accrues in relation to the Settlement Amount, shall be solely the Class' responsibility and shall be paid by Class Counsel or the Administrator, as appropriate, from the Escrow Settlement Amount, or by the Class as the Administrator considers appropriate.
- (2) The Defendants and the Contributing Parties shall have no liability for any taxes payable on the interest, unless this Agreement is terminated, in which case the interest earned on the Settlement Amount in the Escrow Account or otherwise shall be paid to the Contributing Parties who, in such case, shall be responsible for the payment of all taxes on such interest not previously paid by Class Counsel.

## **SECTION 6 – NO REVERSION**

Unless the Agreement is terminated as provided herein or otherwise by the Court, the Defendants and the Contributing Parties shall not, under any circumstances, be entitled to the repayment of any portion of the Settlement Amount, the whole in accordance with the terms provided herein.

## **SECTION 7 - DISTRIBUTION OF THE ESCROW SETTLEMENT AMOUNT**

(1) If the Agreement becomes final as contemplated by section 13 of the Agreement, Class Counsel shall pay the amount in the Escrow Account, less Class Counsel Fees, to the Administrator.

(2) The Administrator shall then distribute the Settlement Amount out of the Escrow Account in accordance with the following priorities:

- (a) to pay all of the costs and expenses reasonably and actually incurred in connection with the provision of notices, locating Class Members for the sole purpose of providing notice to them, and soliciting Class Members to submit a Claim Form (including the notice expenses reasonably and actually incurred by the Administrator in connection with the provision of notice of this Agreement to Class Members). For greater certainty, the Defendants are specifically excluded from eligibility for any payment of costs and expenses under this subsection;
- (b) to pay all of the costs and expenses reasonably and actually incurred by the Administrator and the Referee, relating to determining eligibility, the filing of Claim Forms, processing Opt-Out Forms and Claim Forms, resolving disputes arising from the processing of Claim Forms and administering and distributing the Settlement Amount;
- (c) to pay any taxes required by law to be paid to any governmental authority; and
- (d) to pay a *pro rata* share of the balance of the Escrow Settlement Amount to each Authorized Claimant in proportion to his/her/its claim as recognized in accordance with the Plan of Allocation.

## **SECTION 8 – EFFECT OF SETTLEMENT**

### **8.1 No Admission of Liability**

Neither the Agreement, nor anything contained herein, shall be interpreted as a concession or admission of wrongdoing or liability by the Releasees, or as a concession or

admission by the Releasees of the truthfulness or merit of any claim or allegation asserted in the Action. Neither the Agreement, nor anything contained herein, shall be used or construed as an admission by the Releasees of any fault, omission, liability or wrongdoing in connection with the matters alleged in the Action or any oral or written statement, release or written document or financial report. The Defendants expressly deny any and all allegations of fault, liability, wrongdoing or damages whatsoever.

## **8.2 Agreement Not Evidence**

(1) Whether or not the Agreement is terminated, the Parties agree that neither the Agreement, nor anything contained herein, nor any of the negotiations or proceedings connected with it, nor any related document, nor any other action taken to carry out the Agreement shall be referred to, offered as evidence or received in evidence in any current or future civil, criminal, quasi-criminal, regulatory or administrative action or proceeding in any jurisdiction as any presumption, concession or admission:

- (a) of the validity of any claim that has been or could have been asserted in the Action by the Plaintiff against any of the Defendants, or the deficiency of any defence that has been or could have been asserted in the Action;
- (b) of wrongdoing, fault, neglect or liability by any of the Defendants; and
- (c) that the consideration to be given hereunder represents the amount that could be or would have been recovered in the Action after trial.

(2) Notwithstanding section 8.2(1) of the Agreement, the Agreement may be referred to or offered as evidence in a proceeding to approve or enforce the Agreement, to defend against the assertion of Released Claims, and as otherwise required by law.

## **8.3 Restrictions on Information**

Class Counsel is prohibited from divulging to anyone for any purpose any non-public information obtained in the course of the negotiation, preparation or execution of this Agreement, without the prior written consent of the Defendants or unless ordered by the Court to do so.

## **SECTION 9 – LEAVE, AUTHORIZATION AND SETTLEMENT APPROVAL**

(1) The Defendants shall consent to the Leave application under section 225.4 of the QSA and Authorization to bring a class action under article 574 of the *Code of Civil Procedure* solely for the purposes of implementing this Agreement and contingent on the approval by the Court

as provided for in this Agreement, on the express understanding that such consent, Leave or Authorization shall not derogate from the respective rights of the Parties, including the Contributing Parties, in the event that this Agreement is not approved, is terminated or otherwise fails to take effect for any reason.

## **SECTION 10 – NOTICE TO THE CLASS**

### **10.1 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 method agreed upon by the Parties and approved by the Court or, if the Parties cannot agree on a method for disseminating the notices, the notices shall be disseminated by a method ordered by the Court.

### **10.2 First Notice**

Class Counsel shall cause the First Notice to be translated, published and disseminated in accordance with this section and the Plan of Notice and the costs of doing so shall be paid as a Non-Refundable Expense as provided in section 4.1(1)(b) of the Agreement.

### **10.3 Second Notice**

Class Counsel shall cause the Second Notice to be translated, published and disseminated in accordance with this section and the Plan of Notice and the costs of so doing shall be paid as a Non-Refundable Expense as provided in section 4.1(1)(b) of the Agreement.

### **10.4 Report to the Court**

Forthwith after the publication and dissemination of each of the notices required by this section, Class Counsel shall file with the Court an affidavit confirming that the notices have been translated, published and disseminated in accordance with the Agreement and the Plan of Notice, as appropriate, or order of the Court.

### **10.5 Notice of Termination**

(1) If the Agreement is not approved, is terminated or otherwise fails to take effect, the Class shall be given notice of such event.

(2) Class Counsel shall cause the notice of termination, in a form approved by the Court, to be translated, published and disseminated in accordance with this section and the



costs of so doing shall be paid as a Non-Refundable Expense as provided in section 4.1(1)(e) of the Agreement.

## **SECTION 11 – OPTING OUT**

### **11.1 Potential Opt-Outs**

The Parties and their counsel represent and warrant that they will not encourage or solicit any Class Member to opt out of the Class.

### **11.2 Opt-Out Procedure**

(1) Each Class Member who wishes to opt out must submit a properly completed Opt-Out Form, along with true copies of: (i) all trade confirmation slips in respect of transactions for Eligible Securities during the Class Period (and ten days after the end of the Class Period); or (ii) all monthly statements with information concerning transactions in the Eligible Securities during the Class Period (and ten days after the end of the Class Period) (the “**Supporting Documents**”) to the Administrator and the Court on or before the Opt-Out Deadline in accordance with the Opt-Out procedure approved by the Court.

(2) If a Class Member fails to submit a properly completed Opt-Out Form and/or all required Supporting Documents before the Opt-Out Deadline, the Class Member shall not have opted out from the Action, subject to any order of the Court to the contrary, and will in all respects be subject to, and bound by, the provisions of the Agreement and the releases contained herein, and any orders made in the Action.

(3) The Opt-Out Deadline shall not be extended unless the Court orders otherwise.

(4) All Opt-Out Parties will be excluded from any and all rights and obligations arising from the Agreement. Class Members who do not opt out shall be bound by the Agreement and the terms of the Agreement regardless of whether he/she/it files a Claim Form or receives compensation from the Settlement Amount.

(5) With respect to any potential Class Member who validly opted-out from the Action, the Defendants reserve all of their legal rights and defences.

### **11.3 Notification of Number of Opt-Outs**

Within five (5) days after the Opt-Out Deadline, the Administrator shall report to the Court and to the Parties as to the number of Opt-Out Parties, the number of Eligible Securities held by each Opt-Out Party, a summary of the information delivered by each Opt-Out Party and the total number of Eligible Securities held by the Opt-Out Parties.

## **SECTION 12 – TERMINATION OF THE AGREEMENT**

### **12.1 General**

- (1) Only the Defendants may terminate this Agreement, and only if:
  - (a) the Second Order (excluding approval of Class Counsel Fees) is not granted by the Court, substantially in accordance with the form at Schedule “D”;
  - (b) the Second Order (excluding approval of Class Counsel Fees) is granted by the Court but the form of the order issued is substantially different from the form at Schedule “D” in a material respect in the opinion of TSGI, acting reasonably;
  - (c) the Second Order is granted by the Court but is reversed on appeal and the reversal becomes final; or
  - (d) the Opt-Out Threshold is exceeded, as provided for in section 12.2 of the Agreement.
- (2) The failure of the Court to approve in full the request by Class Counsel for Class Counsel Fees shall not be grounds to terminate the Agreement.
- (3) In the event the Agreement is terminated in accordance with its terms, or is not approved by the Court:
  - (a) the Parties will be restored to their respective positions prior to the execution of the Agreement;
  - (b) the Parties will consent to orders setting aside any order granting Leave under the QSA and Authorization of a class action under the *Code of Civil Procedure* for the purposes of implementing the Agreement;
  - (c) subject to section 12.1(4) of the Agreement, the Agreement will have no further force and effect and no effect on the rights of the Parties;
  - (d) the Leave and Authorization of the Action will be deemed to have been without prejudice to any position that any of the Parties may later take on any issue in the Action;
  - (e) any amounts paid for establishing and operating the Escrow Account, translating, publishing and disseminating the Settlement Agreement, the First Notice, the

Second Notice and the notice of termination, if any, pursuant to section 4.1(1) of the Agreement are non-recoverable from the Plaintiff, and the Class Members;

- (f) the Settlement Amount plus any interest earned since the amounts were deposited will be returned to the Contributing Parties less any Non-Recoverable Expenses that have already been properly incurred in the proportion in which they each contributed; and
- (g) the Agreement will not be introduced into evidence or otherwise referred to in any litigation or proceeding against the Defendants.

(4) Notwithstanding the provisions of section 12.1(3)(c) of the Agreement, if the Agreement is terminated, the provisions of this section and sections 2, 4, 5.2, 5.3, 8.1, 8.2, 8.3, 10.5, 12.1(3), 12.1(4), 12.3, 12.4, 15.1(2), 15.3(4), 15.5(2), 15.6(2), 18.1, 18.2, 18.3, 18.4, 18.5, 18.6(2), 18.7, 18.8, 18.9, 18.10, 18.11, 18.12, 18.13, 18.14, 18.15 and the recitals and schedules applicable thereto shall survive termination and shall continue in full force and effect.

## **12.2 Effect of Exceeding the Opt-Out Threshold**

(1) Notwithstanding any other provision in the Agreement, the Defendants, in their sole discretion, may elect to terminate the Agreement if the Opt-Out Threshold is exceeded provided its election is made within ten (10) days of receiving notice from the Administrator or Class Counsel notifying them of the information described in section 11.3 of the Agreement. If the Defendants do not elect to terminate the Agreement within this period, their right to terminate the Agreement pursuant to the provisions of this section will expire.

(2) If the Opt-Out Threshold is not exceeded, the Defendants' right to terminate the Agreement pursuant to the provisions of this section is inoperative.

(3) The Opt-Out Threshold shall be stated in the Collateral Agreement signed contemporaneously with the execution of this Agreement. The Opt-Out Threshold shall be kept confidential by the Parties and their counsel, and may be shown to the Court solely for the purposes of the Second Motion but shall not be otherwise disclosed by the Parties and their counsel, unless disclosure is ordered by the Court or the Defendants provide prior written consent to disclosure.

## **12.3 Allocation of Monies in the Escrow Account Following Termination**

(1) The Administrator and/or Class Counsel shall account to the Court for the amounts maintained in the Escrow Account. If the Agreement is terminated, this accounting shall be delivered no later than ten (10) days after such termination.

(2) If the Agreement is terminated, the Defendants shall, within thirty (30) days after termination, apply to the Court for an order:

- (a) declaring the Agreement null and void and of no force or effect except for the provisions of those sections listed in section 12.1(4) of the Agreement;
- (b) requiring the notice of termination to be sent out to the Class Members and, if so, the form and method of disseminating such a notice;
- (c) setting aside, *nunc pro tunc*, all prior orders or judgments entered in accordance with the terms of the Agreement; and
- (d) authorizing the payment to the Contributing Parties, paid to Osler, Hoskin & Harcourt LLP in trust, apportioned *pro rata* based on the respective contributions of each Contributing Party, directly or indirectly, to the Escrow Account, as the case may be, of:
  - (i) all funds received by Class Counsel from any of the Contributing Parties and not yet paid into the Escrow Account pursuant to section 4.1 of the Agreement; and
  - (ii) all funds in the Escrow Account, including accrued interest, minus any amounts paid out of the Escrow Account as Non-Refundable Expenses in accordance with the terms of the Agreement.

(3) Subject to section 12.4 of the Agreement, the Parties shall consent to the orders sought in any motion made by the Defendants pursuant to section 12.3(2) of the Agreement.

#### **12.4 Disputes Relating to Termination**

If there are any disputes about the termination of the Agreement, the Court shall determine any dispute by motion on notice to the Parties. All Contributing Parties shall be granted standing in respect of any such motion, should they deem it appropriate to initiate, intervene or otherwise make representations.

### **SECTION 13 – DETERMINATION THAT THE AGREEMENT IS FINAL**

(1) The Agreement shall be considered final on the Effective Date.

(2) Within thirty (30) days after the Effective Date, Class Counsel shall transfer the Escrow Account to the Administrator.

## **SECTION 14 – RELEASES AND JURISDICTION OF THE COURT**

### **14.1 Release of Releasees**

As of the Effective Date, provided that the Settlement Amount has been deposited into the Escrow Account, the Releasers, in exchange for and in consideration of the foregoing, and inasmuch as the terms and conditions of the Agreement are approved by the Court, fully, definitively and permanently resolve, settle and release the Releasees from all Released Claims related to or connected with, directly or indirectly, the Action against the Defendants by the Plaintiff on his own behalf and/or on behalf of the Class he seeks to represent, to avoid the further expense, inconvenience, distraction of burdensome litigation and risks inherent to this uncertain, complex and protracted litigation, and thereby to put to rest this class action.

### **14.2 No Further Claims**

- (1) Upon the Effective Date and provided that the Settlement Amount has been deposited into the Escrow Account, the Releasers and Class Counsel shall not now or hereafter institute, continue, maintain or assert, either directly or indirectly, whether in Canada or elsewhere, on their own behalf or on behalf of any class or any other person (including on behalf of any Opt-Out Party), any action, suit, cause of action, claim or demand against any Releasee or any other person (including but not limited to any of TSGL's auditors, investment bankers and underwriters) who may claim contribution or indemnity from any Releasee in respect of any Released Claim or any matter related thereto; and
- (2) Except as otherwise provided in the Agreement and the Second Order, and as a condition of the Agreement, the Action shall be settled, without costs and without reservation as against the Defendants.

## **SECTION 15 – ADMINISTRATION**

### **15.1 Appointment of the Administrator**

- (1) The Court will appoint the Administrator to serve until further order of the Court, to implement the Agreement and the Plan of Allocation, on the terms and conditions and with the powers, rights, duties and responsibilities set out in the Agreement and in the Plan of Allocation.
- (2) If the Agreement is terminated, the Administrator's fees, disbursements and taxes will be fixed as set out in section 4.1(1)(f) of the Agreement.
- (3) If the Agreement becomes final as contemplated by section 13 of the Agreement, the Court will fix the Administrator's compensation and payment schedule.

## **15.2 Appointment of the Referee**

- (1) The Court will appoint the Referee with the powers, duties and responsibilities set out in the Agreement and the Plan of Allocation.
- (2) The fees, disbursements and taxes of the Referee will be fixed by the Court and shall not exceed \$10,000CDN, exclusive of disbursements and applicable taxes. The Referee will be entitled to seek an increase of this sum, if required. When directed by the Court, the Administrator will pay the Referee from the Escrow Settlement Amount.

## **15.3 Information and Assistance from the Defendants**

- (1) Within thirty (30) days of the approval of the Agreement, upon request, TSGI will authorize and direct TMX Equity Transfer Services to deliver a computerized list of all persons identified in its records who may be Class Members, along with such information as may be available to facilitate the delivery of notice to those persons to Class Counsel and the Administrator. Upon request, TSGI will also authorize Broadridge Financial Solutions Inc. to obtain information about Class Members who hold or held beneficial interests in the Eligible Securities during the Class Period.
- (2) The Defendants will identify a person to whom the Administrator may address any requests for information in respect of section 15.3(1) of the Agreement. The Defendants agree to make reasonable efforts to answer any reasonable inquiry from the Administrator in order to facilitate the administration and implementation of the Agreement and the Plan of Allocation.
- (3) Class Counsel and/or the Administrator may use the information obtained pursuant to sections 15.3(1) and (2) of the Agreement only for the purposes of delivering the Second Notice and administering and implementing the Agreement and the Plan of Allocation.
- (4) Any information obtained or created in the administration of the Agreement is confidential and, except as required by law, shall be used and disclosed only for the purpose of distributing notices and the administration of the Agreement and Plan of Allocation.

## **15.4 Claims Process**

- (1) In order to seek payment from the Settlement Amount, a Class Member must submit a completed Claim Form to the Administrator, in accordance with the provisions of the Plan of Allocation, on or before the Claims Bar Deadline and any Class Member who fails to do so shall not share in any distribution made in accordance with the Plan of Allocation unless the relevant Court orders otherwise as provided in section 18.4 of the Agreement.

(2) In order to remedy any deficiency in the completion of a Claim Form, the Administrator may require and request that additional information be submitted by a Class Member who submits a Claim Form. Such Class Members shall have until the later of thirty (30) days from the date of the request from the Administrator or the Claims Bar Deadline to rectify the deficiency. Any person who does not respond to such a request for information within the thirty (30) day period shall be forever barred from receiving any payments pursuant to the Agreement, subject to any order of the relevant Court to the contrary as provided in section 18.4, but will in all other respects be subject to, and bound by, the provisions of the Agreement and the releases contained herein.

#### **15.5 Disputes Concerning the Decisions of the Administrator**

(1) In the event that a Class Member disputes the Administrator's decision, whether in whole or in part, the Class Member may appeal the decision to the Referee in accordance with the provisions in the Plan of Allocation. The decision of the Referee will be final with no right of appeal.

(2) No action shall lie against the Releasees, Defendants, Defendants' counsel, Contributing Parties, Contributing Parties' counsel, Class Counsel, Administrator or Referee for any decision made in the administration of the Agreement and Plan of Allocation without an order from the Court authorizing such an action.

#### **15.6 Conclusion of the Administration**

(1) Following the Claims Bar Deadline, and in accordance with the terms of the Agreement, the Plan of Allocation, and such further order of the Court, as may be necessary, or as circumstances may require, the Administrator shall distribute the Escrow Settlement Amount to Authorized Claimants.

(2) No claims or appeals shall lie against the Releasees, Defendants, Defendants' counsel, Contributing Parties, Contributing Parties' counsel, Class Counsel, Administrator or Referee based on distributions made substantially in accordance with the Agreement and the Plan of Allocation.

(3) If the Escrow Settlement Account is in a positive balance in an amount greater than 10% of the net Settlement Amount (whether by reason of tax refunds, un-cashed cheques or otherwise) after one hundred eighty-three (183) days from the date of distribution of the Escrow Settlement Amount to the Authorized Claimants, the Administrator shall, if economically feasible, allocate and distribute such balance among Authorized Claimants in an equitable

fashion up to the limit of each Authorized Claimant's actual loss. If there is a balance in the Escrow Settlement Account after each Authorized Claimant is paid up to his/her/its actual loss, or if an amount equal to or less than 10% of the net Settlement Amount remains undistributed, the remaining funds shall be paid *cy près* to a recipient chosen by the Plaintiff and approved by the Court and subject to the applicable deduction for the Fonds d'aide aux actions collectives.

(4) Upon the conclusion of the administration, or at such other time(s) as the Court direct, the Administrator shall report to the Court on the administration and shall account for all monies it has received, administered and disbursed and obtain an order from those courts discharging it as Administrator.

## **SECTION 16 – THE PLAN OF ALLOCATION**

(1) The Defendants shall have no obligation to consent to but shall not oppose the approval of the Plan of Allocation.

(2) Section 16(1) of the Agreement is not an acknowledgement that the Defendants have standing to make any submissions regarding the Plan of Allocation.

## **SECTION 17 – CLASS COUNSEL FEES**

### **17.1 Motion for Approval of Class Counsel Fees**

(1) At the Second Motion, Class Counsel shall seek the approval of Class Counsel Fees to be paid as a first charge on the Settlement Amount. Class Counsel are not precluded from making additional applications to the Court for expenses incurred as a result of implementing the terms of the Agreement. All amounts awarded on account of Class Counsel Fees shall be paid from the Settlement Amount.

(2) The Defendants acknowledge that they are not parties to the motion concerning the approval of Class Counsel Fees, they will have no involvement in the approval process to determine the amount of Class Counsel Fees and they will not make any submissions to the Court concerning Class Counsel Fees.

(3) Any order or proceeding relating to Class Counsel Fees, or any appeal from any order relating thereto or reversal or modification thereof, shall not operate to terminate or cancel the Agreement or affect or delay the finality of the Second Order and the Agreement of the Action as provided herein.

### **17.2 Payment of Class Counsel Fees**



(1) Forthwith after the Agreement becomes final, as contemplated in section 13 of the Agreement, Class Counsel shall be entitled to and shall be paid the Class Counsel Fees approved by the Court from the Escrow Account.

## **SECTION 18 – MISCELLANEOUS**

### **18.1 Motions for Directions**

(1) Any one or more of the Parties, the Contributing Parties, Class Counsel, the Administrator or the Referee may apply to the Court for directions in respect of any matter in relation to the Agreement and Plan of Allocation.

(2) All motions contemplated by the Agreement shall be on notice to the Parties.

### **18.2 Defendants Have No Responsibility or Liability for Administration**

Except for the Contributing Parties' obligation to pay the Settlement Amount (only for their own contribution), and the Defendants' obligation to provide the information and assistance contemplated by sections 15.3(1) and (2), none of the Releasees, Defendants, Defendants' counsel or Contributing Parties shall have any responsibility for or any liability whatsoever with respect to the administration or implementation of the Agreement and Plan of Allocation, including, without limitation, the processing and payment of claims by the Administrator.

### **18.3 Headings, Terms and Computation of Time**

(1) In the Agreement:

- (a) the division of the Agreement into sections and the insertion of headings are for convenience of reference only and shall not affect the construction or interpretation of the Agreement;
- (b) the terms "the Agreement", "herein", "hereto" and similar expressions refer to the Agreement and not to any particular section or other portion of the Agreement;
- (c) unless otherwise indicated, all amounts referred to are in lawful money of Canada; and
- (d) "person" means any legal entity including, but not limited to, individuals, corporations, sole proprietorships, general or limited partnerships, limited liability partnerships or limited liability companies.

(2) In the computation of time in the Agreement, except where a contrary intention appears:

- (a) where there is a reference to a number of days between two events, they 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, the act may be done on the next day that is not a holiday.

#### **18.4 Governing Law and Jurisdiction of the Court**

- (1) The Agreement shall be governed by and construed and interpreted in accordance with the laws of the Province of Quebec.
- (2) The Court shall exercise jurisdiction with respect to implementation, administration, interpretation and enforcement of the terms of the Agreement.

#### **18.5 Entire Agreement**

The 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 the Agreement, unless expressly incorporated herein. The Agreement may not be modified or amended except in writing and on consent of all Parties and any such modification or amendment must be approved by the Court.

#### **18.6 Binding Effect**

- (1) If the Agreement is approved by the Court and becomes final as contemplated in section 13, the Agreement shall be binding upon, and enure to the benefit of the Plaintiff, the Class Members, the Defendants, the Releasees, the Releasors, the Contributing Parties and all of their respective heirs, executors, predecessors, 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.
- (2) The person signing the Agreement represents and warrants (as applicable) that:
  - (a) he/she has all requisite corporate power and authority to execute, deliver and perform the Agreement and to consummate the transaction contemplated hereby on his/her own behalf;

- (b) the execution, delivery, and performance of the Agreement and the consummation of the Action contemplated herein have been duly authorized by all necessary corporate action;
- (c) the Agreement has been duly and validly executed and delivered by him/her and constitutes legal, valid, and binding obligations;
- (d) he/she agrees to use his/her best efforts to satisfy all conditions precedent to the Effective Date.

### **18.7 Survival**

The representations and warranties contained in the Agreement shall survive its execution and implementation.

### **18.8 Negotiated Agreement**

The Agreement and the Agreement have been the subject of negotiations and many discussions among the Parties. Each of the undersigned 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 drafters of the Agreement shall have no force and effect. The Parties further agree that the language contained in or not contained in previous drafts of the Agreement, or any agreement in principle, shall have no bearing upon the proper interpretation of the Agreement.

### **18.9 Confidentiality**

- (1) The Plaintiff and Class Counsel agree and undertake that they will not disclose, comment on or in any other way publicize the fact or terms of the Agreement, or invite, encourage or assist media comment on or interest in the Agreement, other than in accordance with this section, and the Plaintiff and Class Counsel warrant that they have put in place the necessary procedures and precautions to ensure compliance with this section.
- (2) The Parties agree that prior to the filing of the First Motion or public disclosure of the Agreement, whichever comes first: (1) this Agreement, its terms, and the Settlement Amount are and shall be treated as confidential and shall not be disclosed, described, or characterized to any other person, entity, publication or member of the media, except as may be required by law, judicial process, or order of a court, to enforce the terms of the Agreement, or as otherwise agreed by the Parties; and (2) any Party intending to disclose such information as may be required by law, judicial process or order of a court, will notify the other of its intention and give the non-disclosing party a reasonable opportunity to object.

(3) The Parties agree not to disclose the substance of the negotiations that led to this Agreement including the merits of any positions taken by any Party except as required to provide the Court with information necessary to consider approval of the Agreement.

Notwithstanding the foregoing, any Defendants may disclose information contained in the Agreement to a regulatory authority if it determines that disclosure is required.

(4) In any public discussion of, comment on, press release or communication of any kind about this Agreement and the Plan of Allocation, the Plaintiff and Class Counsel agree and undertake to describe the Agreement as fair, reasonable and in the best interests of the Class, and refrain from:

(a) Contradicting this Agreement, including the Recitals, or making statements which are inconsistent with the terms thereof; or

(b) Disparaging the Defendants, the Contributing Parties and their counsel.

#### **18.10 Recitals and Schedules**

(1) The recitals and schedules to the Agreement are material and integral parts hereof and are fully incorporated into, and form part of, the Agreement.

(2) The schedules to the Agreement are:

(c) Schedule “A” – First Order

(d) Schedule “B” – First Notice

(e) Schedule “C” – Plan of Notice

(f) Schedule “D” – Second Order

(g) Schedule “E” – Second Notice

(h) Schedule “F” – Plan of Allocation

(i) Schedule “G” – Opt-Out Form

#### **18.11 Acknowledgements**

Each of the Parties hereby represents, affirms and acknowledges that:

(a) he, she or its representative has the authority to bind the Party with respect to the matters set forth herein and has read and understood the Agreement;

(b) the terms of the Agreement and the effects thereof have been fully explained to him, her or its representative by his, her or its counsel; and

- (c) he, she or its representative fully understands each term of the Agreement and its effect.

#### **18.12 Authorized Signatures**

- (1) Each of the undersigned represents that he or she is fully authorized to enter into the terms and conditions of, and to execute, the Agreement on behalf of the Party for whom he or she is signing.

#### **18.13 Counterparts**

The Agreement may be executed in counterparts, all of which taken together will be deemed to constitute one and the same Agreement, and a facsimile or PDF signature shall be deemed an original signature for purposes of executing the Agreement.

#### **18.14 Translation**

The Parties acknowledge that they have required and consented that the Agreement and all related documents be prepared in English; les parties reconnaissent avoir exigé et consenti à ce que la présente convention et tous les documents connexes soient rédigés en anglais. Nevertheless, a French translation of the Agreement will be prepared, the cost of which shall be paid from the Settlement Amount. In the event of any dispute as to the interpretation or application of the Agreement, the English version shall govern.

#### **18.15 Notice**

Any notice, instruction, motion for court approval or motion for directions or court orders sought in connection with the Agreement or any other report or document to be given by any of the Parties to any of the other Parties shall be in writing and delivered personally, by facsimile or e-mail during normal business hours, or sent by registered or certified mail, or courier postage paid as follows:

#### **For the Plaintiff and Class Counsel**

##### **FAGUY & CO.**

Barristers & Solicitors Inc.  
329 de la Commune Street West, Suite 200  
Montreal, QC H2Y 2E1

##### **SHAWN K. FAGUY**

Tel: 514.285.8100 x224  
Fax: 514.285.8050  
Email: [sfaguy@faguyco.com](mailto:sfaguy@faguyco.com)

**For Defendants The Stars Group Inc., Daniel Y. Sebag, Divyesh Gadhia, Harlan W. Goodson and Wesley K. Clark and for the Contributing Parties:**

**OSLER, HOSKIN & HARCOURT LLP**

1000 De La Gauchetière Street West, Suite 2100  
Montréal, QC H3B 4W5

**FABRICE BENOÎT**

Tel: 514.904.5795  
Fax: 514.904.8101  
Email: [fbenoit@osler.com](mailto:fbenoit@osler.com)

**ÉRIC PRÉFONTAINE**

Tel: 514.904.5282  
Fax: 514.904.8101  
Email: [eprefontaine@osler.com](mailto:eprefontaine@osler.com)

**For Defendant David Baazov:**

**NORTON ROSE FULBRIGHT CANADA LLP**

1, Place Ville Marie, Suite 2500  
Montréal, QC, H3B 1R1

**SOPHIE MELCHERS**

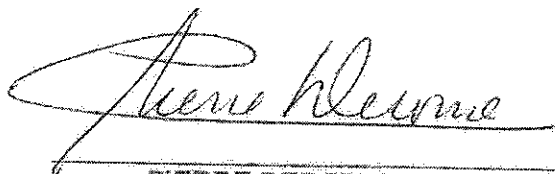
Tel: 514.847.4784  
Fax: 514.286.5474  
Email: [sophie.melchers@nortonrosefulbright.com](mailto:sophie.melchers@nortonrosefulbright.com)

**CAROLINE LAROUCHE**

Tel: 514.847.4475  
Fax: 514.286.5474  
Email: [caroline.larouche@nortonrosefulbright.com](mailto:caroline.larouche@nortonrosefulbright.com)

**18.16 Date of Execution**

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



PIERRE DEROME

DAVID BAAZOV

DANIEL Y. SEBAG

DIVYESH GADHIA

WESLEY K. CLARK

HARLAN W. GOODSON

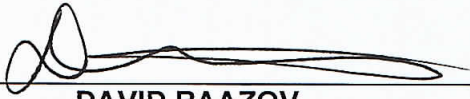
THE STARS GROUP INC.

By: \_\_\_\_\_

Name  
Title

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**PIERRE DEROME**



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**DAVID BAAZOV**

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**DANIEL Y. SEBAG**

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**DIVYESH GADHIA**

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**WESLEY K. CLARK**

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**HARLAN W. GOODSON**

**THE STARS GROUP INC.**

By: \_\_\_\_\_

Name  
Title



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**PIERRE DEROME**

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**DAVID BAAZOV**

A handwritten signature in black ink, appearing to read 'Daniel Y. Sebag', written over a horizontal line.

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**DANIEL Y. SEBAG**

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**DIVYESH GADHIA**

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**WESLEY K. CLARK**

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**HARLAN W. GOODSON**

**THE STARS GROUP INC.**

By: \_\_\_\_\_

Name  
Title

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**PIERRE DEROME**

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**DAVID BAAZOV**

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**DANIEL Y. SEBAG**

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**WESLEY K. CLARK**

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**HARLAN W. GOODSON**

**THE STARS GROUP INC.**

By: \_\_\_\_\_

Name  
Title

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PIERRE DEROME

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DAVID BAAZOV

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WESLEY K. CLARK

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HARLAN W. GOODSON

THE STARS GROUP INC.

By: \_\_\_\_\_

Name  
Title

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**PIERRE DEROME**

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**DAVID BAAZOV**

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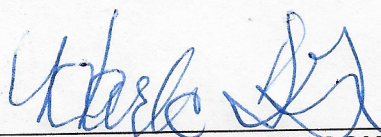
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**WESLEY K. CLARK**



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**HARLAN W. GOODSON**

**THE STARS GROUP INC.**

By: \_\_\_\_\_

Name  
Title

\_\_\_\_\_  
PIERRE DEROME

\_\_\_\_\_  
DAVID BAAZOV

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DANIEL Y. SEBAG

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DIVYESH GADHIA

\_\_\_\_\_  
WESLEY K. CLARK

\_\_\_\_\_  
HARLAN W. GOODSON

THE STARS GROUP INC.

By: \_\_\_\_\_

Name MARLON GOLDSTEIN

Title EVP & CHIEF LEGAL OFFICER

SCHEDULE A

CANADA  
PROVINCE OF QUEBEC  
DISTRICT OF MONTREAL  
No.: 500-06-000785-168

**SUPERIOR COURT**  
(Class Action)

---

**PIERRE DEROME**

Plaintiff

v.

**THE STARS GROUP INC.**

-and-

**DAVID BAAZOV**

-and-

**DANIEL Y. SEBAG**

-and-

**DIVYESH GADHIA**

-and-

**HARLAN W. GOODSON**

-and-

**WESLEY K. CLARK**

Defendants

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**ORDER**

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[1] **THIS MOTION**, made by the Plaintiff, seeking an order *inter alia*: (1) granting authorization to bring a class action and leave to commence a secondary market securities claim for settlement purposes only; (2) appointing the Administrator and the Referee; (3) setting the deadline for objections and opt-outs to be delivered; (4) approving the Opt-Out Form; (5) setting the date of the hearing for settlement approval (the “**Approval Hearing**”); (6) approving the form, content and method of dissemination of the First Notice; and (7) appointing parties to manage the Escrow Account and to handle objections and opt-outs, was read this day at the Québec Superior Court, on 1 Notre Dame St. East, Montreal, Québec.

[2] **ON READING** the motion record.

[3] **AND ON BEING ADVISED** that:

- (a) all Parties consent to this Order.
- (b) Trilogy Class Action Services consents to act as Administrator and to receive Opt-Out Forms and to report to the Court and the Parties regarding opt-outs.

- (c) Mtre. Jonathan Nuss of Cabinet d'avocats NOVA lex inc. consents to act as Referee and to receive objections and to report to the court and the Parties regarding objections.

[4] **AND ON BEING ADVISED** that the Defendants have denied and continue to deny each and all of the claims and allegations of wrongdoing made by the Plaintiff in this class action.

[5] **AND ON BEING ADVISED** that the Parties have negotiated and entered into a settlement agreement (the "**Agreement**"), subject to court approval, a copy of which is attached as Schedule "A" to this Order, to fully, definitively and permanently resolve, settle and release the Releasees from all Released Claims related to or connected with, directly or indirectly, the Action against the Defendants by the Plaintiff on his own behalf and/or on behalf of the Class he seeks to represent, to avoid the further expense, inconvenience, distraction of burdensome litigation and risks inherent to this uncertain, complex and protracted litigation, and thereby to put to rest this class action.

[6] **THIS COURT ORDERS** that for the purposes of this Order, except to the extent that they are modified in this Order, the definitions set out in the Agreement apply to and are incorporated into this Order.

[7] **THIS COURT ORDERS** that authorization to commence a secondary market securities claim under section 225.4 of the Québec *Securities Act* is granted for settlement purposes only, relating to the Defendants' alleged misrepresentations during the Class Period.

[8] **THIS COURT ORDERS** that this action is authorized as a class action under article 574 of the *Code of Civil Procedure* for settlement purposes only.

[9] **THIS COURT ORDERS** that the Class is defined as:

- i) "**Primary Market Sub-Class**": all persons and entities, wherever they may reside or may be domiciled, other than Excluded Persons, who, during the Class Period, purchased TSGI's securities in an Offering and held all or some of those securities until at least March 23, 2016;
- ii) "**Secondary Market Sub-Class**": all persons and entities, wherever they may reside or may be domiciled, other than Excluded Persons, who, during the Class Period, purchased TSG's securities in the secondary market and held all or some of those securities until at least March 23, 2016, and who:
  - are residents in Canada or were residents in Canada at the time of such acquisitions regardless of the location of the exchange on which they acquired TSGI's securities; or
  - acquired TSGI's securities in the secondary market in Canada or elsewhere, other than in the United States.

[10] **THIS COURT ORDERS** that the common issue is: Did The Stars Group Inc. make misrepresentations and omissions of material fact in its public filings and statements regarding its business practices?

[11] **THIS COURT ORDERS** that **PIERRE DEROME** is appointed as representative Plaintiff.

[12] **THIS COURT ORDERS** that the certified causes of action are:

- i) a statutory primary market claim for misrepresentations pertaining to public offerings under art. 217 *et seq.* of the *Québec Securities Act*, CQLR C V-1.1, as amended (the “**QSA**”);
- ii) a statutory secondary market claim for misstatements and omissions of material facts under art. 225.4 *et seq.* of the *QSA*; and
- iii) a civil law claim under art. 1457 of the *Civil Code of Québec*.

[13] **THIS COURT ORDERS** that the First Notice, generally in the form attached as Schedule “B” to this Order, is approved.

[14] **THIS COURT ORDERS** that the Plan of Notice, generally in the form attached as Schedule “C” to this Order, is approved.

[15] **THIS COURT ORDERS** that the press release summarizing the content of the First Notice, generally in the form attached as Schedule “D” to this Order, is approved.

[16] **THIS COURT ORDERS** that Mtre Jonathan Nuss of Cabinet d’avocats NOVA lex inc. is appointed as Referee to receive objections to the proposed Agreement from putative Class Members.

[17] **THIS COURT ORDERS** that Trilogy Class Action Services is appointed as Administrator to receive opt-outs to the proposed Agreement from putative Class Members.

[18] **THIS COURT ORDERS** that the Opt-Out Form, generally in the form attached as Schedule “E” (English) and “F” (French) to this Order is approved.

[19] **THIS COURT ORDERS** that the deadline for providing objections and opt-outs shall be 5:00pm EST on ●, 2019 the (“**Opt-Out Deadline**”), and shall not be extended unless ordered by the Court.

[20] **THIS COURT ORDERS** that:

- (a) each Class Member who wishes to opt-out must submit, by mail, email or courier, a properly completed Opt-Out Form and all required Supporting Documents to the Administrator and the Superior Court of Québec by the Opt-Out Deadline; and
- (b) if a Class Member fails to submit a properly completed Opt-Out Form and/or all required supporting documents to the Administrator and the Superior



Court of Quebec by the Opt-Out Deadline, the Class Member shall be deemed not to have opted out of the action, subject to any further order of the Court.

[21] **THIS COURT ORDERS** that within five (5) days after the Opt-Out Deadline, and prior to the hearing of the motion to approve the Agreement, the Administrator shall report to the Court, to the Defendants and to Class Counsel the names of those Class Members, if any, who have objected to the Agreement or who have opted-out of the Action, the number of Eligible Securities held by each Class Member who objected or opted-out, a summary of the information delivered by each Class Member who objected or opted out and the total number of Eligible Securities held by the Opt-Out Parties.

[22] **THIS COURT ORDERS** that, if the Opt-Out Threshold is exceeded, the Defendants may elect to terminate the Agreement and set aside this Order, provided that written notice of the election to terminate is provided to Class Counsel within ten (10) days after they receive the report from the Administrator on Opt-Out Parties required by paragraph 21 of this Order.

[23] **THIS COURT ORDERS** that it will decide whether to:

- (a) approve the Agreement;
- (b) approve the Class Counsel Fee agreement;
- (c) approve the Second Notice advising Class Members that the Agreement has been approved and describing how they may submit Claim Forms to participate in the distribution of the Settlement Amount and the deadline by which to do so; and
- (d) deal with any related matters;

at the Approval Hearing to be held on ●, 2019, beginning at 9 a.m. at the Superior Court of Quebec, 1 Notre Dame St. East, Montreal, Québec.

[24] **THIS COURT ORDERS** that on or before ●, 2019, the putative Class Members shall be given notice of this Order and the Approval Hearing by:

a) Class Counsel publishing:

- i. The First Notice in English in at least ¼ page size in the business/legal section of the *National Post* and the *Montreal Gazette*;
- ii. The First Notice, in French in at least ¼ page size in the business/legal section of *La Presse*;

b) Class Counsel disseminating a press release in English and French, generally in the form attached as Schedule “D” to this Order;

- c) Class Counsel posting the First Notice in English and in French on the website [www.faguyco.com](http://www.faguyco.com);
- d) The Stars Group Inc. posting the First Notice in English and French in the investor relations section of its website; and
- e) Class Counsel displaying internet banners containing abbreviated notice content as well as an embedded link to the website for 10 (ten) days on Post Media (The National Post and the Montreal Gazette) and on La Presse's website.

[25] **THIS COURT ORDERS** that Class Counsel shall, five (5) days prior to the commencement of the Approval Hearing, file an affidavit with the Court confirming compliance with the provisions of paragraph 24 of this Order.

[26] **THIS COURT ORDERS** that at the Approval Hearing the court will consider objections to the Agreement if the objections are sent in written form by no later than ●, 2019 to:

Mtre. Jonathan Nuss  
Cabinet d'avocats NOVA lex inc.  
85 rue Saint-Paul Ouest  
Bureau 280  
Montréal QC H2Y  
Email: jnuss@novalex.com

[27] **THIS COURT ORDERS** that the written objections must include the following:

- (a) the person's full name, current mailing address, fax number, telephone number and email address, as may be available;
- (b) the number of Eligible Securities purchased during and held at the close of the Class Period, along with all relevant transaction records;
- (c) a brief statement of the nature of and the reasons for the objection; and
- (d) whether the person or a representative intends to appear at the Approval Hearing in person or by counsel, and if by counsel, the name, address, telephone number, fax number and email address of counsel.

[28] **THIS COURT ORDERS** that Mtre. Jonathan Nuss shall, on or before ●, 2019, report to the court, by affidavit, the name of each person who objected and copies of any materials filed in connection with the objection.

[29] **THIS COURT ORDERS** that Faguy & Co. Barristers & Solicitors Inc. is appointed, until further order of the Court, to manage the Escrow Account in accordance with sections 4.1, 5.2, 5.3, 7, 12.1, 12.2, 13, 17.2 of the Agreement, and shall account to the Court and to the Defendants for all payments it makes from the Escrow Account in accordance with sections 4.1 and 12.3 (1) of the Agreement.

[30] **THIS COURT ORDERS** that the costs relating to the implementation of this Order including the costs associated with the translation and publication of the First Notice and the fees, disbursements and taxes of Mtre. Jonathan Nuss shall be paid by Class Counsel as such costs are incurred out of the Settlement Amount and such costs shall be Non-Refundable Expenses, as defined in section 4 of the Agreement.

[31] **THIS COURT ORDERS** that the Parties and the Contributing Parties may apply to this Court for directions in respect of the implementation of this Order.

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THE HONOURABLE JUSTICE SUZANNE COURCHESNE

# **NOTICE OF THE PROPOSED SETTLEMENT OF THE THE STARS GROUP INC. (FORMERLY AMAYA) SECURITIES CLASS ACTION**

**Read this notice carefully as it may affect your rights.**

**This notice is directed to all persons and entities, excluding certain persons associated with the Defendants, who acquired securities of THE STARS GROUP INC. between March 31, 2014 to March 22, 2016 (collectively, the “Class” or “Class Members”).**

On March 24, 2016, a proposed class action was commenced against The Stars Group Inc. and others in the Superior Court of Québec (“**Class Action**”). The Plaintiff in the Class Action alleges essentially misrepresentations and omissions of material facts relating to business practices and public filings and statements.

The parties have reached a proposed settlement (“**Agreement**”) without any admission of liability on the part of the Defendants, subject to the approval by the Superior Court. In fact, the Defendants have denied and continue to deny each and all of the claims and allegations of wrongdoing made by the Plaintiff in the Class Action. This notice provides a summary of the Agreement.

## **THE TERMS OF THE PROPOSED SETTLEMENT**

An amount of CDN \$30 million will be paid (“**Settlement Amount**”), which shall definitively and permanently resolve, settle and release and discharge all claims asserted, or which could have been asserted, against the Defendants by the Plaintiff on his own behalf and/or on behalf of the Class. The settlement for the Class, less the lawyers’ fees and disbursements, administrator’s expenses, and taxes, if approved by the Court, will be distributed to the Class on a *pro rata* basis. Distributions to Québec Class Members will be subject to the levy for the “Fonds d’aide aux actions collectives”. The Agreement may be viewed at <http://faguyco.com/en/portfolio/amaya-class-action/>.

## **OPTING OUT**

If you do not wish to participate in the Class Action or receive any benefits from the Agreement, you must opt out by [date]. The opt-out form and instructions are available at <http://faguyco.com/en/portfolio/amaya-class-action/> <http://faguyco.com/en/portfolio/amaya-class-action/>.

## **LAWYERS’ FEES, DISBURSEMENTS AND TAXES**

Counsel for the Class Members will ask the Superior Court to approve legal fees in the amount of twenty-five (25) percent of the Settlement Amount, plus disbursements, plus taxes.

## **THE APPROVAL HEARING**

The Superior Court of Quebec will be asked to approve the Agreement and the lawyers’ fees, disbursements, expenses and taxes at a hearing to be held on ●, 2019 at ● a.m. at the courthouse located at 1 Notre Dame Street East, Montreal, Québec. Class Members who do not oppose the Agreement are not required to appear at the hearing or take any other action at this time to indicate their desire to participate in the proposed settlement. Class Members who consider it desirable or necessary to seek the advice and guidance of their own lawyers may do so at their own expense.

## **OBJECTIONS**

At the hearing, the Superior Court will consider any objections to the Agreement by the Class Members if the objections are submitted in writing, by prepaid mail or e-mail to: Jonathan Nuss, Cabinet d'avocats NOVA lex inc., 85 rue Saint-Paul Street West, Suite 280, Montréal QC H2Y 3V4, email: [jnuss@novalex.com](mailto:jnuss@novalex.com), Attention: The Stars Group Class Action. Class Members who wish to object must do so before ●, 2019.

A written objection can be submitted in English or French and must include the following information:

- (a) the objector's full name, current mailing address, telephone number, fax number and email address (as may be available);
- (b) the number of shares purchased during and held at the close of the class period;
- (c) a brief statement of the nature of and reasons for the objection; and
- (d) whether the objector intends to appear at the hearing in person or by counsel, and, if by counsel, the name, address, telephone number, fax number and email address of counsel.

## **QUESTIONS**

Questions for the Class Members' lawyers may be directed to:

Shawn Faguy

**Faguy & Co.**

329 de la Commune West, Suite 200

Montreal, PQ H2Y 2E1

Tel: 514.285.8100 x225

Fax: 514.285.8050

Email: [classactions@faguyco.com](mailto:classactions@faguyco.com)

Further information, including opt-out forms, are available at class counsel's website:

[faguyco.com/portfolio/amaya-class-action](http://faguyco.com/portfolio/amaya-class-action)

**This notice has been approved by the Superior Court. Questions about matters in this notice should NOT be directed to the Superior Court.**

SCHEDULE C

CANADA  
PROVINCE OF QUEBEC  
DISTRICT OF MONTREAL  
No.: 500-06-000785-168

**SUPERIOR COURT**  
(Class Action)

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**PIERRE DEROME**

Plaintiff

**v.**

**THE STARS GROUP INC.**

-and-

**DAVID BAAZOV**

-and-

**DANIEL Y. SEBAG**

-and-

**DIVYESH GADHIA**

-and-

**HARLAN W. GOODSON**

-and-

**WESLEY K. CLARK**

Defendants

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**PLAN OF NOTICE (article 579 CCP)**

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1. For the purposes of this plan of notice ("**Plan of Notice**"), except to the extent that they are modified in this Plan of Notice, the definitions set out in the Agreement apply to and are incorporated into this Plan of Notice.
2. Class Counsel has posted information about the nature and status of the Action in both English and French at <http://faguyco.com/portfolio/amaya-class-action> and has created a dedicated website ("**Website**") for general information purposes that will be administered by Trilogy Class Action Services ("**Administrator**"). The information posted on the Website will be updated regularly. Copies of important publicly available court documents, decisions, notices and other information relating to the Class Action are or will be accessible on the Website.
3. The Website also:
  - i) contains a bilingual communication interface, a feature that allows Class Members to submit inquiries in both languages to the Administrator. These inquiries will be received by the Administrator and if required, a designated member of the Class Counsel team who will promptly respond to them; and

- ii) provides information in both languages enabling Class Members to contact the Administrator and Class Counsel free of charge should they wish to make an inquiry in person.
- 4. Class Counsel will retain the services of the Administrator to administer the Plan of Notice in both languages.

#### **NOTICE OF AUTHORIZATION AND OPT-OUT PROCEDURE**

- 5. Bilingual notices ("**First Notice**"), attached hereto as **Schedule "A"** (English) and "**B**" (French) and bilingual notices ("**Second Notice**"), attached hereto as **Schedule "C"** (English) and "**D**" (French) (collectively, "**Notices**"), will be disseminated to the public.
- 6. The First Notice shall be disseminated along with the Opt-Out Form as follows:
  - (a) Class Counsel shall publish the First Notice in English in at least ¼ page size in the business/legal section of the *National Post* and the *Montreal Gazette*;
  - (b) Class Counsel shall publish the First Notice in French in at least ¼ page size in the business/legal section of *La Presse*;
  - (c) Class Counsel shall disseminate a press release advising of the authorization for settlement purposes and settlement, and the procedure to object to the settlement or opt-out of the Action;
  - (d) Class Counsel shall post the First Notice in English and French on the website [www.faguyco.com](http://www.faguyco.com);
  - (e) The Stars Group Inc. shall post the First Notice in English and French in the investor relations section of its website;
  - (f) By publishing on the *Registre des actions collectives*; and
  - (g) Class Counsel shall display internet banners containing abbreviated notice content as well as an embedded link to the website for 10 (ten) days on Post Media (The National Post and the Montreal Gazette) and on La Presse's website
- 7. The Second Notice shall be disseminated as follows:
  - (a) Class Counsel shall publish the Second Notice in English in at least ¼ page size in the business/legal section of the National Post and the Montreal Gazette;
  - (b) Class Counsel shall publish the Second Notice in French in at least ¼ page size in the business/legal section of La Presse;
  - (c) Class Counsel shall disseminate a press release advising of the settlement approval, and the procedure to file a claim form;

## SCHEDULE C

- (d) Class Counsel shall post the Second Notice in English and French on the website at [www.faguyco.com](http://www.faguyco.com);
  - (e) Class Counsel shall publish the Second Notice on the Registre des actions collectives; and
  - (f) The Stars Group Inc. shall post the Second Notice in English and French in the investor relations section of its website.
8. No later than 10 business days after the date of entry of the Judgment authorizing the Plan of Notice, the Administrator shall cause copies of the First Notice to be sent by electronic mail to the brokers identified in **Schedule "E"** ("Brokers"), attached hereto, requesting that, within 14 business days of receipt of the First Notice from the Administrator, the Broker forward a copy of the First Notice to all persons or entities for whose benefit the Broker purchased or otherwise acquired TSGI's Eligible Securities outside the United States during the Class Period ("**Beneficial Owners**"). For those Beneficial Owners whose email addresses are known to the Broker, the Broker may forward the First Notice by email. The Brokers who elect to send the First Notice to their Beneficial Owners shall send a statement to the Administrator confirming that the mailing, by email or regular mail, was made and shall retain their mailing records for use in connection with any further notices that may be provided in the Action. The Brokers shall post the First Notice on internal electronic bulletin boards to their retail investors, their institutional investors, internal investment advisor and portfolio manage network. The Administrator will forward to third-party claims filing firms and compliance firms to electronically notify their financial institution client base. Upon full compliance with this provision, the Brokers may seek reimbursement of their reasonable expenses actually incurred and combined with this Order by providing the Administrator with proper documentation supporting the expenses for which reimbursement is sought, provided that the Brokers may only cumulatively request up to \$15,000 in total for the expenses relating to the distribution of the First Notice to Beneficial Owners. If the amounts submitted in the aggregate exceed \$15,000, each Broker's claim shall be reduced on a *pro rata* basis. Each brokerage firm must submit its account by the specified date in order to be entitled to a pro rata payment within ten business days of sending of notice.

MONTREAL, this XX day of \_\_\_\_, 2019

(S) *Faguy & Co.*

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FAGUY & CO.  
Attorneys for Class Counsel



SCHEDULE D

CANADA  
PROVINCE OF QUEBEC  
DISTRICT OF MONTREAL  
No.: 500-06-000785-168

**SUPERIOR COURT**  
(Class Action)

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**PIERRE DEROME**

Plaintiff

**v.**

**THE STARS GROUP INC.**

-and-

**DAVID BAAZOV**

-and-

**DANIEL Y. SEBAG**

-and-

**DIVYESH GADHIA**

-and-

**HARLAN W. GOODSON**

-and-

**WESLEY K. CLARK**

Defendants

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**ORDER**

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1. **THIS MOTION**, made by:

- (a) Pierre Derome for (i) an order approving the Agreement; and (ii) approving the Second Notice, Claim Form, and Plan of Allocation in respect of the Agreement; and
- (b) Class Counsel for an order approving fees and disbursements between Class Counsel and Pierre Derome in respect of the Agreement.

was heard on ●, 2019 at the Superior Court of Québec, located at 1 Notre Dame Street, Montreal, Québec.

2. **ON READING** the following:

- (a) The motion materials;
- (b) the Agreement;
- (c) the affidavits of:

- (i) Mr. Pierre Derome sworn ●, 2019;
- (ii) Administrator sworn ●, 2019;
- (iii) Class Counsel sworn ●, 2019; and
- (iv) Referee sworn ●, 2019.

3. **AND ON HEARING** the submissions of counsel for the parties in the action;

4. **AND ON BEING ADVISED** that:

- (a) the parties consent to these orders;
- (b) Trilogy Class Action Services consents to being appointed Administrator;
- (c) as of ●, 2019 there have been ● objections to the proposed Agreement received by Mtre. Jonathan Nuss;

5. **AND ON BEING ADVISED** that the Defendants have denied and continue to deny each and all of the claims and allegations of wrongdoing made by the Plaintiff in this class action.

6. **AND ON BEING ADVISED** that the Parties have negotiated and entered into the Agreement, to fully, definitively and permanently resolve, settle and release the Releasees from all Released Claims related to or connected with, directly or indirectly, the Action against the Defendants by the Plaintiff on his own behalf and/or on behalf of the Class he seeks to represent, to avoid the further expense, inconvenience, distraction of burdensome litigation and risks inherent to this uncertain, complex and protracted litigation, and thereby to put to rest this class action.

7. **THIS COURT ORDERS AND DECLARES** that, except as otherwise stated, for the purposes of this Order, the definitions in the Agreement dated ●, 2019, apply to and are incorporated into this Order and that the following definitions also apply:

- (a) **"Agreement"** means the agreement dated ● (without schedules) attached hereto as Schedule 1.
- (b) **"Claims Bar Deadline"** means 5:00 p.m. eastern standard time on a date that is no less than one hundred and twenty (120) days after the date of the last newspaper publication of the Second Notice;
- (c) **"Class Counsel"** means Faguy & Co. Barristers & Solicitors Inc. and Morganti Legal;
- (d) **"Fee Agreement"** means the agreement between Class Counsel and Pierre Derome ; and

8. **THIS COURT ORDERS AND ADJUDGES** that the Agreement is fair and reasonable and in the best interests of the Class Members and is approved.

9. **THIS COURT ORDERS AND DECLARES** that all provisions of the Agreement (including the Recitals and Definitions) form part of this Order and are binding upon the

Defendants in accordance with the terms thereof, and upon the Plaintiff and all Class Members that did not opt-out of the Action in accordance with the terms of this Order.

10. **THIS COURT ORDERS AND DECLARES** that in the event of a conflict between this Order and the Agreement, this Order shall prevail.

11. **THIS COURT ORDERS** that:

- (a) the Agreement, without schedules, attached as Schedule 1 to this Order, is approved and shall be implemented in accordance with its terms;
- (b) the Second Notice, generally in the form attached as Schedule 2A (English) and 2B (French) to this Order, is approved;
- (c) the Plan of Allocation, generally in the form attached as Schedule 3 to this Order, is approved; and
- (d) the Claim Form, generally in the form attached as Schedule 4A (English) and 4B (French) to this Order, is approved.

12. **THIS COURT ORDERS** that if the Defendants do not elect to terminate the Agreement, the Administrator shall be paid from the Escrow Account a fee in an amount to be approved by the Superior Court.

13. **THIS COURT ORDERS** that if the Agreement is terminated, the Administrator may apply to the Superior Court pursuant to the terms of the Agreement for directions relating to the amount it is to be paid for the services it rendered to the date of termination.

14. **THIS COURT ORDERS** that the Administrator may implement a procedure permitting brokers to make claims on behalf of their clients if they are authorized to do so.

15. **THIS COURT ORDERS** that the Class Members shall be given notice of the approval of the Agreement, the Plan of Allocation, and the Claims Bar Deadline substantially in the form of the Second Notice published and disseminated in accordance with the Plan of Notice, and shall constitute good and sufficient service upon Class Members of notice of this Order and approval of the Agreement.

16. **THIS COURT ORDERS** that after publication and distribution of the Second Notice in accordance with the Plan of Notice, Class Counsel shall file with the Superior Court an affidavit confirming the publication and distribution of the Notices in accordance with and as required by the Plan of Notice.

17. **THIS COURT ORDERS AND DECLARES** that each Releasor has fully, definitively and permanently resolved, settled and released the Releasees from all Released Claims related to or connected with, directly or indirectly, the Action against the Defendants by the Plaintiff on his own behalf and/or on behalf of the Class he sought to represent, to avoid the further expense, inconvenience, distraction of

burdensome litigation and risks inherent to this uncertain, complex and protracted litigation, and thereby to put to rest this class action.

18. **THIS COURT ORDERS** that the Class Counsel and Releasors shall not now or hereafter institute, continue, maintain or assert, either directly or indirectly, whether in Canada or elsewhere, on their own behalf or on behalf of any class or any other person (including on behalf of any Opt-Out Party), any action, suit, cause of action, claim or demand against any Releasee or any other person (including but not limited to any of TSGI's auditors, investment bankers and underwriters) who may claim contribution or indemnity from any Releasee in respect of any Released Claim or any matter related thereto.

19. **THIS COURT ORDERS** that to participate in the Agreement, a Class Member must file a properly completed Claim Form with the Administrator on or before the Claims Bar Deadline unless the Superior Court orders otherwise.

20. **THIS COURT ORDERS** that the Parties, Contributing Parties, Class Counsel, the Administrator or the Referee may apply to the Superior Court for directions in respect of the implementation and/or the administration of the Plan of Allocation or relating to any other matter.

21. **THIS COURT ORDERS** that the Plaintiff, Defendants and Contributing Parties may apply to the Superior Court for directions in respect of the termination of the Agreement in accordance with its terms or any matter relating thereto.

22. **THIS COURT ORDERS** that no person may bring any action or take any proceedings against the Plaintiff, the Defendants, the Administrator, the Referee, or their employees, insurers, reinsurers, directors, officers, partners, employees, agents, trustees, servants, parents, consultants, underwriters, lenders, advisors, lawyers, representatives, successors, predecessors, assigns and each of their respective heirs, executors, attorneys, administrators, guardians, estates, trustees, successors and assigns for any matter in any way relating to the administration of the Plan of Allocation or the implementation of this Order except with leave of the Superior Court.

23. **THIS COURT ORDERS** that

- (a) the Fee Agreement between Pierre Derome and Class Counsel is approved;
- (b) Class Counsel Fees in the amount of twenty-five (25) percent of CDN \$30,000,000, plus disbursements, plus taxes on fees and disbursements shall be paid from the Escrow Account forthwith after the Effective Date.

24. **THIS COURT ORDERS** that the levy payable to the Fonds d'aide aux actions collectives shall be paid according to the applicable regulations.

25. **THIS COURT ORDERS** that in the event that the Agreement is terminated in accordance with its terms, this Order shall be declared null and void.

26. **THIS COURT ORDERS AND DECLARES** that all persons and entities provided

with notice of this motion shall be bound by the declarations made in, and the terms of, this Order.

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THE HONOURABLE JUSTICE SUZANNE COURCHESNE

## SCHEDULE E

# NOTICE OF THE SETTLEMENT OF THE STARS GROUP INC. (FORMERLY AMAYA) SECURITIES CLASS ACTION

**Read this notice carefully as it may affect your rights.**

This notice is directed to all persons and entities, excluding certain persons associated with the Defendants, who acquired securities of THE STARS GROUP INC. between March 31, 2014 to March 22, 2016 (collectively, the “Class” or “Class Members”).

On March 24, 2016, a proposed class action was commenced against The Stars Group Inc. and others in the Superior Court of Québec (“Class Action”). The Plaintiff in the Class Action alleges essentially misrepresentations and omissions of material facts relating to business practices and public filings and statements. This notice does not mean that the Superior Court has found liability or a likelihood of recovery on the part of any Class Member. In fact, the Defendants have denied and continue to deny each and all of the claims and allegations of wrongdoing made by the Plaintiff in the Class Action.

The settlement of the Class Action, without any admission of liability on the part of the Defendants, was approved by the Honourable Justice Suzanne Côté S.C.J. on ●, 2019. This notice provides a summary of the settlement.

### SUMMARY OF THE SETTLEMENT TERMS

An amount of CDN \$30 million will be paid (“Settlement Amount”), which shall definitively and permanently resolve, settle and release and discharge all claims asserted, or which could have been asserted, against the Defendants by the Plaintiff on his own behalf and/or on behalf of the Class. Class counsel fees, including out-of-pocket expenses and taxes, ● by the Superior Court as a first charge on the Settlement Amount in the amount of ●% of the Settlement Amount, plus disbursements and taxes●. The settlement for the Class, less the lawyers’ interim fees and disbursements, administrator’s expenses, and taxes, will be distributed to the Class on a *pro rata* share in accordance with the Court-approved plan of allocation. The settlement agreement and plan of allocation may be viewed at [www.faguyco.com](http://www.faguyco.com). Distributions to the Québec Class Members will be subject to the levy for the “Fonds d’aide aux actions collectives” as provided for by applicable regulation.

### A CLAIM FOR COMPENSATION MUST BE MADE BY ●

**Each Class Member must submit a completed claim form on or before ●, 2019 in order to participate in the settlement. The claim form can be accessed or downloaded at [amayasecuritiessettlementcanada.ca](http://amayasecuritiessettlementcanada.ca) or obtained by calling the administrator at ●. If you do not submit a completed claim form by ●, 2019, you will not receive any part of the net Settlement Amount.**

The Superior Court appointed Trilogy Class Action Services as the Administrator of the settlement to, among other things: (i) receive and process claim forms; (ii) decide eligibility for compensation; and (iii) distribute the net Settlement Amount to eligible Class Members. You may submit a paper claim form only if you do not have internet access. The paper claim form may be sent by mail or courier to:

Administrator, The Stars Group Inc. Class Action,

Amaya Canadian Securities Class Action Settlement  
c/o Trilogy Class Action Services,  
117 Queen Street, P.O. BOX 1000,  
Niagara-on-the-Lake, ON, L0S 1J0  
[Inquiry@trilogyclassactions.ca](mailto:Inquiry@trilogyclassactions.ca)

## SCHEDULE E

Fax: 416-342-1761

Toll Free: 1-877-400-1211

Claims Administration Portal Registration: [Amayasecuritiessettlementcanada.ca/portal](http://Amayasecuritiessettlementcanada.ca/portal) (French and English)

SCHEDULE F  
PLAN OF ALLOCATION

**THE DEFINED TERMS**

1. The definitions set out in the settlement agreement reached between the Plaintiff and Defendants dated \_\_\_\_ (“**Agreement**”), except as modified or defined herein, apply to and are incorporated into this Plan of Allocation:
  - (a) “**Acquisition Expense**” means the total monies paid by the Claimant (including brokerage commissions) to acquire Eligible Securities;
  - (b) “**Claimant**” means a Class Member who submitted a properly completed Claim Form and all required supporting documentation to the Administrator, on or before the Claims Bar Deadline;
  - (c) “**Compensation Fund**” means the Settlement Amount less Class Counsel Fees, Administration Expenses and other expenses decided by the Court, as allocated between the Primary Market Sub-Class and Secondary Market Sub-Class;
  - (d) “**Database**” means the web-based database in which the Administrator stores information received from the Claimants and/or acquired through the claims process;
  - (e) “**Distribution**” means payment to Authorized Claimants in accordance with this Plan of Allocation, the Agreement and any order of the Court;
  - (f) “**Distribution List**” means a list containing the name and address of each Authorized Claimant, the calculation of his/her/its net loss and the calculation of the Authorized Claimant’s *pro rata* share of the Compensation Fund;
  - (g) “**Escrow Account**” means the trust account holding the Compensation Fund and used by the Administrator to make the Distribution in accordance with this Plan of Allocation;



- (h) **“Maximum Entitlement”** means an Authorized Claimant’s actual loss on Eligible Securities, as calculated pursuant to the formula set forth in section 7 herein;
- (i) **“Reference”** means the procedure by which a Claimant who disagrees with the Administrator’s decision relating to eligibility for compensation, the determination of the number of Eligible Securities, or the amount of the Distribution, may appeal the Administrator’s decision and have it reviewed by the Referee;
- (j) **“Sub-Class”** means each the Primary and Secondary Market subclasses; and
- (k) **“Website”** means the website at [www.●.com](http://www.●.com).

## **THE OVERVIEW**

- 2. This Plan of Allocation contemplates a determination of eligibility and an allocation and Distribution to each Authorized Claimant of a share of the Compensation Fund calculated on the basis of the calculation set forth herein, up to the Maximum Entitlement for each Authorized Claimant.

## **CALCULATION OF THE DISTRIBUTION AND MAXIMUM ENTITLEMENT**

- 3. The Distribution to Primary Market Sub-Class Authorized Claimants will be capped at CDN \$2,500,000. Any remainder after the Primary Market Authorized Claimants have been paid, or if no such payment is effected, will revert to and be paid to Secondary Market Sub-Class Authorized Claimants;
- 4. The Distribution to each Authorized Claimant will be calculated by the Administrator by allocating the Compensation Fund to the Primary and Secondary Markets and then by

dividing the Compensation Fund in each sub-class by the total number of Eligible Securities for all Authorized Claimants in each Sub-Class to arrive at a per Eligible Security distribution amount defined herein as the “***Pro Rata Distribution***”;

5. The Administrator will then multiply the *Pro Rata* Distribution by the number of Eligible Securities held by an Authorized Claimant to arrive at the Distribution to be paid to each Authorized Claimant;
6. In no event shall an Authorized Claimant receive a Distribution greater than his/her/its Maximum Entitlement;
7. The Maximum Entitlement shall be calculated as follows:
  - (a) For Eligible Securities disposed of on or before April 6, 2016, the difference between the average price paid for those Eligible Securities (including any commissions paid in respect thereof) and the price received upon the disposition of those Eligible Securities (without deducting any commissions paid in respect of the disposition), multiplied by the number of the Eligible Securities;
  - (b) For Eligible Securities not disposed of on or before April 6, 2016, the lesser of:
    - i. An amount equal to the difference between the average price paid for those Eligible Securities (including any commissions paid in respect thereof) and the price received upon the disposition of those Eligible Securities (without deducting any commissions paid in respect of the disposition); and
    - ii. An amount equal to the number of Eligible Securities disposed of by an Authorized Claimant, multiplied by the difference between the average price paid for those Eligible Securities (including any commissions paid in respect thereof determined on a per security

basis) and the ten-day volume-weighted average trading price for those Eligible Securities following March 23, 2016.

#### **GENERAL PRINCIPLES OF THE ADMINISTRATION OF THE AGREEMENT**

8. The administration process to be established shall:
  - (a) implement and conform to the Plan of Allocation;
  - (b) employ secure, paperless, web-based systems with electronic registration and record keeping, wherever practical; and
  - (c) be bilingual (English, French) in all respects and include a bilingual website and a bilingual toll-free telephone helpline.

#### **THE ADMINISTRATOR**

9. The Administrator shall have such powers and rights reasonably necessary to discharge its duties and obligations to implement and administer the Escrow Account and the Plan of Allocation in accordance with their terms, subject to the direction of the Court.

#### **THE ADMINISTRATOR'S DUTIES AND RESPONSIBILITIES**

10. The Administrator shall administer the Plan of Allocation under the oversight and direction of the Court and act as trustee in respect of the monies held within the Escrow Account upon receipt from Class Counsel.
11. The Administrator shall, wherever practical, develop, implement and operate an administration system utilizing web-based technology and other electronic systems for the following:

- (a) receipt of information from Computershare and/or TMX Equity Transfer Services or Broadridge Financial Solutions Inc. concerning the identity and contact information of registered holders or beneficial owners of Eligible Securities, respectively;
  - (b) Class notification, as required;
  - (c) claim filing and document collection;
  - (d) claim evaluation, analysis, and Reference procedures;
  - (e) distribution analysis and Distributions;
  - (f) *cy près* award distribution, if any, and reporting thereon;
  - (g) Administration Expenses payments; and
  - (h) cash management, audit control and reporting thereon.
12. The Administrator's duties and responsibilities shall include the following:
- (a) receiving the monies in the Escrow Account from and investing them in trust in accordance with the Agreement;
  - (b) paying the levy to the Fonds d'aide aux actions collectives in accordance with the applicable regulation;
  - (c) preparing any protocols required for submission to and approval of the Court;
  - (d) preparing and disseminating the Notices pursuant to the Plan of Notice;
  - (e) providing notice of (i) the Second Motion, namely that the Agreement was approved, and (ii) details of how, where, and by when to submit completed Claim Forms;
  - (f) providing the hardware, software solutions and other resources necessary for an electronic web-based bilingual claims processing centre to function in a commercially reasonable manner;

- (g) providing, training and instructing personnel in such reasonable numbers as are required for the performance of its duties in the most expedient, commercially reasonable manner;
- (h) developing, implementing and operating electronic web-based systems and procedures for receiving, processing, evaluating and decision-making respecting the claims of Class Members, including making all necessary inquiries to determine the validity of such claims;
- (i) if practicable, providing any Class Member whose Claim Form is not properly completed or does not include some of the required supporting documentation, an opportunity to remedy the deficiency as stipulated in the Agreement;
- (j) making timely assessments of eligibility for compensation and providing prompt notice thereof;
- (k) paying all taxes accruing on the interest earned in the Escrow Account and adding that interest (net of taxes) to the Compensation Fund;
- (l) making Distributions from the Compensation Fund in a timely fashion;
- (m) dedicating sufficient personnel to communicate with a Claimant or Class Member in English or French as the Claimant elects;
- (n) using its best efforts to ensure that its personnel provide timely, helpful and supportive assistance to Claimants or Class Members in completing the claims application process and in responding to inquiries respecting claims;
- (o) preparing for, attending and defending its decisions at all References;
- (p) distributing and reporting on any *cy près* awards;
- (q) making payments of Administration Expenses;

- (r) maintaining a Database with all information necessary to permit the Court to evaluate the progress of the administration, as may, from time to time, be required;
  - (s) reporting to the Court respecting claims received and administered, and Administration Expenses; and
  - (t) preparing such financial statements, reports and records as directed by the Court.
13. The Administrator shall pay all of the costs and expenses reasonably and actually incurred in connection with the provision of notices, locating Class Members for the sole purpose of providing notice to them, soliciting Class Members to submit a Claim Form, including the notice expenses reasonably and actually incurred by the Administrator and brokerage firms in connection with the provision of notice of the Agreement to Class Members (provided, however, that the Administrator shall not pay in excess CAD \$15,000 in the aggregate to all brokerage firms and, if the aggregate amount claimed by such brokerage firms exceeds CAD\$15,000.00, then the Administrator shall distribute the sum of CAD \$15,000 to such brokerage firms on a *pro rata* basis).
14. The Administrator shall cause the information in the Database to be secured and accessible from the Website to an individual with a user identification name and password.
15. Information in the Database concerning a claim shall be accessible to the Claimant electronically. Each Claimant shall use a unique personal user identification name and personal password that will permit the Claimant to access only his/her/its own information in the Database.
16. Once a Claim Form and required supporting documentation are received by the Administrator, the Administrator shall:

- (a) determine the number of Eligible Securities;
  - (b) decide whether the Claimant is eligible to participate in the Distribution;
  - (c) calculate the *Pro Rata* Distribution; and
  - (d) calculate the Maximum Entitlement for each Authorized Claimant.
17. Once the Administrator determines a Claimant's Authorized Claimant status, the respective number of his, her or its Eligible Securities and his, her or its *Pro Rata* Distribution from the Compensation Fund, the Administrator shall advise the Claimant of the Administrator's decision by posting it on the Claimant's online claim file.
18. The Administrator may deal with Claimants in a manner that is not through an electronic medium, as and when it determines that such a step is feasible and/or necessary. However, in all cases the information acquired concerning Claimants shall be entered into the Database.
19. A decision of the Administrator in respect of a claim and any Claimant's entitlement to participate in or receive a share of the Distribution, subject to the Claimant's right to elect to refer the decision to the Referee for review, will be final and binding upon the Claimant and the Administrator.

#### **THE REFEREE**

20. The Referee shall have such powers and rights as are reasonably necessary to discharge his or her duties and obligations.
21. The Referee shall establish and employ a summary procedure to review any disputes arising from a decision of the Administrator, and may enter into such mediation and arbitration proceedings as the Referee may deem necessary.

22. All decisions of the Referee shall be in writing and shall be final and conclusive and there shall be no appeal therefrom whatsoever.

#### **THE PROCEDURE FOR REFERENCE**

23. If a Claimant disagrees with the Administrator's decision relating to eligibility to share in the Distribution, the determination of the number of Eligible Securities, or the amount of his/her/its Maximum Entitlement, a Claimant may elect a Reference by the Referee by delivering a written election for review to the Administrator within 15 days of receipt of the Administrator's decision.
24. The election for a Reference must set out the basis for the disagreement with the Administrator's decision and attach all documents relevant to the review which have not previously been delivered to the Administrator. This election for a Reference must be accompanied by a certified cheque or money order, payable to the Administrator, in the amount of \$150.
25. Upon receipt of an election for a Reference, the Administrator shall provide the Referee with online access to a copy of:
- (a) the election for a Reference and accompanying documents;
  - (b) the Administrator's decision on eligibility, the number of Eligible Securities and its calculation of the Maximum Entitlement, as applicable; and
  - (c) the Claim Form and supporting documents.
26. The Referee will carry out the Reference in an inexpensive, summary manner. The Referee will provide all necessary procedural directions and the review will be in writing unless the Referee provides otherwise.



27. The Administrator shall participate in the process established by the Referee to the extent directed by the Referee.
28. The Referee shall deliver a written decision to the Claimant and the Administrator. If the Referee overturns the Administrator's decision relating to eligibility to share in the Distribution, the number of Eligible Securities or his/her/its Maximum Entitlement, the Administrator shall return the \$150 deposit to the Claimant. If the Referee does not overturn the Administrator's decision, the Administrator shall add the \$\_\_ to the Compensation Fund.

#### **ADMINISTRATION EXPENSES**

29. The Administrator shall pay the fees, disbursements, taxes, levies, and other costs of:
  - (a) the Administrator;
  - (b) the Referee;
  - (c) the Fonds d'aide aux actions collectives; and
  - (d) such other persons at the direction of the Court.out of the Settlement Amount in accordance with the provisions of the Agreement, the Second Order and any other orders of the Court.

#### **DISTRIBUTION TO AUTHORIZED CLAIMANTS**

30. As soon as practicable after the completion of the claims submission and election for review process, the Administrator will bring a motion to the Court for authorization to make Distributions from the Compensation Fund. In support of this motion, the Administrator will file the Distribution List with the Court in a manner that protects the privacy of persons on the Distribution List.
31. No Distribution shall be made by the Administrator until authorized by the Court.

32. No Distribution shall be made by the Administrator in respect of any amount under \$5, and the name(s) of the Authorized Claimant(s) with claims under this amount shall be excluded from the Distribution List in respect of such claims.
33. The Administrator may make interim Distributions if authorized by the Court.
34. Each Authorized Claimant whose name appears on the Distribution List shall comply with any condition precedent to Distribution that the Court may impose.
35. The Administrator shall make Distributions from the Compensation Fund forthwith after receipt of authorization from the Court to make Distributions to the Authorized Claimants whose names are on the Distribution List.
36. If the Escrow Account is in a positive balance (whether by reason of tax refunds, uncashed cheques or otherwise) in an amount greater than 10% of the net Settlement Amount after one hundred eighty-three (183) days from the date of Distribution of the Compensation Fund to the Authorized Claimants, the Administrator shall allocate such balance among Authorized Claimants whose names are on the Distribution List in an equitable fashion up to the limit of each Authorized Claimant's actual loss. The Administrator may wait until a CRA T-5 tax slip for investment income is issued by the Schedule One bank in respect of the Escrow Account before making this second distribution. If there is a balance in the Escrow Account after each Authorized Claimant is paid up to his/her/its actual loss, the remaining funds shall be paid *cy près* to a recipient selected by Class Counsel and approved by the Court, after the levy to the Fonds d'aide aux actions collective is paid in accordance with the applicable regulation.

#### **RESTRICTION ON CLAIMS**

37. Any Class Member who does not submit a Claim Form and required supporting documentation with the Administrator on or before the Claims Bar Deadline, will not be

permitted to participate in the Distribution without permission of the Court. The Administrator will not accept or process any Claim Form received after the Claims Bar Deadline unless directed to do so by the Court.

**NO ASSIGNMENT**

38. No amount payable under this Plan of Allocation may be assigned without the written consent of the Administrator.

**ADMINISTRATOR'S FINAL REPORT TO THE COURT**

39. Upon the conclusion of the administration, or at such other time as the Court direct, the Administrator shall report to the Court on the administration and shall account for all monies it has received, administered and disbursed by Distribution or otherwise, and may obtain an order from the Court discharging it as Administrator.

## OPT-OUT FORM

Court File No. 500-06-000785-168

Complete and return this Opt-Out Form by no later than \_\_\_\_\_ ONLY IF YOU DO **NOT** WISH TO PARTICIPATE IN THE CLASS ACTION.

<b>Name:</b>
<b>Organization and title (if applicable):</b>
<b>Phone number:</b>
<b>Fax number:</b>
<b>Email:</b>
<b>Address:</b>

I understand that by opting out of the Class Action, I **will not be eligible** / the organization that I represent **will not be eligible** for any benefit that may be available to the Class upon resolution of this matter, if and when such resolution may occur.

I also understand that by opting out, I would need to pursue an individual action to obtain indemnification for any damages suffered and that **any such individual action will be brought at my expense**.

I, \_\_\_\_\_ (print the name of the actual beneficial owner of the securities), **OPT OUT FROM THE CLASS ACTION AGAINST THE STARS GROUP INC. ("TSGI"), DAVID BAAZOV, DANIEL Y. SEBAG, DIVYESH GADHIA, HARLAN W. GOODSON AND WESLEY K. CLARK (the "Defendants")** and wish to be excluded from this class action.

**Additional information:** You are required to indicate below the number and type of TSGI (AMAYA) securities that you purchased between March 31, 2014 and March 22, 2016, inclusive, and provide all supporting documentation. Please use additional paper if necessary.

Type of The Stars Group	CUSIP No.	Purchase Date and Sale Date, if applicable and still held on March 22,	Number of Securities	Supporting documents <sup>1</sup>

<sup>1</sup> (i) all trade confirmation slips in respect of transactions for Eligible Securities (as defined for in the settlement agreement reached between the Plaintiff and Defendants dated ●) during the class period (and ten days after the end of the class period); or (ii) all monthly statements with information concerning transactions in the eligible securities during the class period (and ten days after the end of the class period) (the "Supporting Documents")

# SCHEDULE G

		2016		

I wish to opt out from the class action for the following reason(s) (*optional*):

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I, \_\_\_\_\_ (print your full name), **CERTIFY** that the information provided herein is complete and true.

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature

In order to validly opt out, you must complete and send this Opt-Out Form along with the requested supporting documents by no later than \_\_\_\_\_

TO BOTH

Greffier de la Cour supérieure du Québec  
Palais de justice de Montréal  
Dossier no.: 500-06-000785-168  
1 Notre-Dame St. Est, room 1.120  
Montréal, Québec  
H2Y 1B6

Amaya Canadian Securities Class Action Settlement  
c/o Trilogy Class Action Services,  
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