

CANADA
PROVINCE OF QUEBEC
DISTRICT OF LONGUEUIL

SUPERIOR COURT
(Class action)

No.: 505-06-000024-203

JOHN CORMIER

Plaintiff

c.

CITY OF LONGUEUIL

-and-

**THE ESTATE OF THE LATE FRANÇOIS
LAMARRE**

Defendants

-and-

**QUEBEC REVENUE AGENCY (REVENU
QUÉBEC)**

Mise-en-cause

No.: 505-17-013648-235

CITY OF LONGUEUIL

Plaintiff in warranty

c.

**THE OPTIMIST CLUB OF
GREENFIELD PARK INC.**

-and-

**THE GREENFIELD PARK LIONS
CLUB INC.**

-and-

**MONTREAL SOUTH SHORE
KINSMEN CLUB INC.**

-and-

**THE ROYAL CANADIAN LEGION
BRANCH 94, GREENFIELD PARK**

Defendants in warranty

TRANSACTION AND RELEASE

- A. **WHEREAS** on September 1, 2020, Plaintiff John Cormier (hereinafter the "**Plaintiff**") filed an application for authorization to institute a class action and to be named representative (hereinafter the "**Application for Authorization**") against Defendants Ville de Longueuil (hereinafter the "**City**") and the Estate of the late François Lamarre (hereinafter the "**Estate**") in Court File No. 505-06-000024-203;
- B. **WHEREAS** by notarial deed dated December 8, 2020, the heirs of the late François Lamarre, who died on July 26, 2020, renounced his estate;
- C. **WHEREAS** following this refusal, the Agence de revenu du Québec ("**Revenu Québec**") acquired, by right, the seizure of the assets of the late François Lamarre and that, consequently, on March 17, 2021, by way of an Amended Application for Authorization, Revenu Québec was added as a Mise-en-cause;
- D. **WHEREAS** Revenu Québec has remitted the matter to the court and has not contested the proceedings instituted against the Estate;
- E. **WHEREAS** on May 6, 2021, the Honourable Pierre-C. Gagnon j.c.s. authorized the Plaintiff to bring a class action against the Defendants and authorized John Cormier to act as representative of the following group:
- "All persons who were sexually abused by the late François Lamarre while he acted as coach of the municipal hockey program in the City of Greenfield Park, as well as the estate of any such persons if deceased since September 1, 2017" (hereinafter the "**Class**")";
- F. **WHEREAS** François Lamarre was a coach with the City of Greenfield Park's municipal hockey program until December 31, 2001;
- G. **WHEREAS** the City of Longueuil is being sued as legal successor to the City of Greenfield Park, amalgamated into the City of Longueuil on July 1, 2002, pursuant to section 5 of Schedule III of the *Act to reform the municipal territorial organization of the metropolitan regions of Montréal, Québec and the Outaouais*, L.Q. 2000, c. 56.

- H. **WHEREAS** in his judgment authorizing the class action (the “**Authorization Judgment**”), the Honourable Pierre-C. Gagnon, j.s.c. prohibited the parties, counsel and all persons informed of the Authorization Judgment (including members of the public and the media) from disclosing, publishing or otherwise communicating the identity of any member of the Class (other than John Cormier and the person identified in Exhibit R-4) or any other personal or nominative information that might disclose the identity of such member;
- I. **WHEREAS** on August 5, 2021, the Plaintiff filed an Originating Application of a class action (the “**Originating Application**”);
- J. **WHEREAS** on October 21, 2021, the City filed its summary grounds of defense;
- K. **WHEREAS** on March 28, 2022, the City filed a declaration of forced intervention in warranty against the defendants in warranty Club Optimiste de Greenfield Park inc. (“**Optimiste**”), Club Lions de Greenfield Park inc. (“**Lion**”), Club Kinsmen de la Rive-Sud de Montréal inc. (“**Kinsmen**”) and Royal Canadian Legion Branch 94, Greenfield Park (“**Legion**”), in court file number 505-06-000024-203 (the “**Recourse in Warranty**”);
- L. **WHEREAS** on September 22, 2022, the Honourable Pierre Nollet j.s.c. separated the Originating Application from the Recourse in Warranty, and that, consequently, the latter was transferred to a separate file, namely Court file number 505-17-013648-235;
- M. **WHEREAS** on May 29, 2024, the Honourable Suzanne Courchesne, j.s.c. joined the court files bearing numbers 505-06-000024-203 and 505-17-013648-235, considering that the reasons that justified the separation of the proceedings on September 22, 2022 no longer applied in light of the status of each file;
- N. **WHEREAS** Lions and Legion filed an answer to the City’s Recourse in Warranty on April 11, 2022, and that General Star Indemnity Company, as insurer of the Club Optimiste de Greenfield Park inc. from March 1, 1987 to April 1, 1991, itself filed a voluntary and conservatory intervention concerning Court file numbers 505-06-000024-203 and 505-17-013648-235 on August 26, 2024, only for damages for damage incurred during the period from March 1, 1987 to April 8, 1991 (collectively referred to as the “**Released Defendants in Warranty**”);
- O. **WHEREAS** on October 11, 2023, Lions filed its summary grounds of defense and that on January 17, 2024, Legion did the same;

- P. **WHEREAS** the trial had been set for three months, starting on September 9, 2024;
- Q. **WHEREAS** the Plaintiff, the City and Revenu Québec have held discussions with a view to settling the dispute amicably;
- R. **WHEREAS** at the end of a long mediation process presided over by the Honourable retired judge Me Claudette Picard, after several years of litigation and on the eve of the trial on the merits of the collective issues, an agreement in principle was reached between the Plaintiff, the City and Revenu Québec, as well as between the City and the Released Defendants in Warranty;
- S. **WHEREAS** the Settlement is without any admission of liability, including without any admission of direct or vicarious liability, on the part of the City, Revenu Québec and the Released Defendants in Warranty (hereinafter collectively, with the Plaintiff and the Class, the "**Parties**").

THEREFORE, SUBJECT TO COURT APPROVAL OF THIS TRANSACTION PURSUANT TO SECTION 590 OF THE CODE OF CIVIL PROCEDURE ("C.C.P."), THE PARTIES AGREE AS FOLLOWS:

1. The Preamble and Schedules form an integral part of this Transaction and Release (the "**Transaction**").
2. The definitions applicable to this Transaction and its Schedules are as follows:
 - a) "**Member**": person sexually assaulted by the late François Lamarre while he was a coach with the City of Greenfield Park's municipal hockey program, until December 31, 2001;
 - b) "**Claimant**": person who has submitted the Claim Form included in Schedule 2 of this Transaction in accordance with the Adjudication Process described below and in Schedule 1 of this Transaction;
 - c) "**Eligible Member**": claimant whose Claim has been deemed eligible by the Adjudicator in accordance with paragraph 31 of this Transaction and the Adjudication Process described below and in Schedule 1 of this Transaction;
 - d) "**Released Parties**": the City of Longueuil, Revenu Québec and the Released Defendants in Warranty, and their respective insurers, members, mandataries, representatives, agents, directors, officers, employees, servants, heirs, successors and assigns, at all relevant times;
 - e) "**Members' Counsel**": Kugler Kandestin LLP

- f) **“City’s Counsel”**: IMK LLP
 - g) **“Tribunal”** means the Honourable Suzanne Courchesne, j.s.c., or if not her, any other judge of the Superior Court designated by the Associate Chief Justice.
3. The main deadlines of the Transaction are as follows:
- a) **Deadline to submit a claim**: six (6) months from the date of publication of the notice provided for in article 591 C.C.P. (see paragraph 22 of the Transaction);
 - b) **Deadline to complete the Adjudication Process, including the production of the Preliminary Adjudication Report by the Adjudicator (“End of the Adjudication Process”)** two (2) months from the expiration of the Deadline to submit a claim (see paragraphs 36 and 37 of the Transaction);
 - c) **Deadline for the City and Revenu Québec to pay the Global Settlement Fund and the Legal Costs** (assuming the number of eligible claims is 56 or less): one (1) month from the End of the Adjudication Process (see paragraphs 6 and 18 of the Transaction);
 - d) **Deadline for the distribution of the indemnity to Eligible Members** (assuming the number of Eligible Claims is 56 or less): two (2) months from payment by the City and Revenu Québec of the Global Settlement Fund (see paragraph 28 of **Schedule 1** of the Transaction).
 - e) **Deadline for the production of the class action Closing Report**: nine (9) months from the payment of indemnities to Eligible Members (see paragraph 42 of the Transaction).

I. SETTLEMENT FUND

A. Global Settlement Fund, established by tiers

- 4. At the conclusion of the **Adjudication Process** described below and in Schedule 1, the City will pay as collective recovery an aggregate sum, in principal, interest, additional indemnity, costs and applicable taxes, as full and final settlement of the Class Action and the Members’ claims, which sum will depend on the number of claims deemed eligible by the Adjudicator (the **“Global Settlement Fund”**).
- 5. The amount payable as the Global Settlement Fund will increase according to the number of Eligible Members in the following increments:

1 to 11 Eligible members	3 600 000,00\$
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12 to 16 Eligible members	4 600 000,00\$
17 to 21 Eligible members	5 600 000,00\$
22 to 26 Eligible members	6 550 000,00\$
27 to 31 Eligible members	7 175 000,00\$
32 to 36 Eligible members	7 800 000,00\$
37 to 41 Eligible members	8 425 000,00\$
42 to 46 Eligible members	9 050 000,00\$
47 to 51 Eligible members	9 675 000,00\$
52 to 56 Eligible members	10 250 000,00\$
56 Eligible Members and more	10 250 000,00\$

6. The Global Settlement Fund will be paid exclusively by the City, except for the sum of \$8,339.24 paid by Revenu Québec, the latter amount representing the net value of the Estate of the late François Lamarre.
7. The Parties agree that the Plaintiff's claim, having already been the subject of psychological and actuarial expert evidence, is approved and liquidated in the amount of \$600,000.00, which amount represents the maximum amount that a member may be awarded under the Adjudication Process, as defined below and described in Schedule 1.
8. In the event that the claims of more than 56 Claimants are deemed eligible by the Adjudicator at the conclusion of the Adjudication Process, the Plaintiff will have the option, on behalf of the Class, to:
 - a. Retain the Global Settlement Fund and distribute it among the total number of Eligible Members; or
 - b. Renegotiate the Transaction in good faith; or
 - c. Failing a new negotiated settlement, resolve the Transaction.

If applicable, the Plaintiff will have **twenty (20) days** following the transmission by the Adjudicator of the Preliminary Adjudication Report, described below, to inform the City of its choice.

9. In the event that the claims of more than 56 Claimants are determined to be eligible, and the Plaintiff elects the option set forth in paragraph 8(a) of the Transaction, a hearing will be held to obtain the Court's approval of such choice and to address the next steps and timetable for the execution of such choice, including the distribution of the **Net Settlement Fund**, as defined in paragraph 15 of the Transaction.
10. In the event that the claims of more than 56 Claimants are deemed eligible, and the Plaintiff elects the option set forth in paragraph 8(b) of the Transaction and the parties are able to agree on the terms of a new or amended settlement, the parties will apply to the Court for approval thereof.
11. In the event that the claims of more than 56 Claimants are deemed eligible, and the Claimant exercises the option set forth in paragraph 8(c) of the Transaction, the indemnity that would have been awarded to the Plaintiff will not be paid, as it would have been for the other Eligible Members, and the Parties will be returned to the state they were in prior to the conclusion of the Transaction and the legal proceedings in this matter will be reactivated accordingly, both in the principal action and in the action in warranty.
12. In addition to the Global Settlement Fund, the City agrees to pay legal costs and disbursements, including Plaintiff's expert fees (hereinafter the "**Legal Costs**"), pre- and post-approval notices of the Transaction to Members, as well as the Adjudicator's fees and disbursements incurred in connection with the Adjudication Process. For clarification purposes only, in addition to the Global Settlement Fund, the City is not responsible for paying the non-judicial fees and disbursements of the Members' Counsel (to the extent determined by the Court) and, if applicable, the Plaintiff's costs (to the extent determined by the Court).
13. It is understood that the costs of pre- and post-approval notices to Members, as well as the Adjudicator's costs and fees incurred in connection with the Adjudication Process will be paid by the City as and when incurred, upon presentation of accounts for payment. The Plaintiff will not be required to reimburse such costs if the Transaction is renegotiated or resolved pursuant to paragraphs 8(b) or 8(c) of the Transaction.
14. The same applies to the Transaction pre-approval notice fees, which are payable by the City, without the Plaintiff being required to reimburse them in the event that the Court refuses to approve the Transaction.

B. Net Settlement Fund

15. The Global Settlement Fund, deducted from the Members' Counsel Fees as approved by the Court and described below, constitutes the Net Settlement Fund.

16. Subject to the Court's approval pursuant to articles 590 and 593 C.C.P., the Members' Counsel Fees will be used to pay the fees and extra-judicial disbursements of these counsels, as well as applicable taxes.
17. The Net Settlement Fund will be used to compensate Eligible Members at the end of the Adjudication Process.
18. In the event that the claims of 56 Claimants or less are deemed eligible, the Global Settlement Fund and the Legal Costs will be payable by the City and Revenu Québec within one (1) month following the End of the Adjudication Process, as that term is defined in paragraph 36 of the Transaction, by bank transfer to the account of Members' Counsel, Kugler Kandestin LLP in trust.
19. The Transaction constitutes a final and complete settlement of the class action, against the Released Parties and is intended to compensate, in principal, interest, additional indemnity, costs, disbursements, fees and applicable taxes, the damages that all Members could claim from the Released Parties and relating in any way whatsoever, directly or indirectly, the facts and circumstances described in the Class definition, or having given rise to the present litigation, the exhibits communicated and the allegations contained therein, for the entire period covered by the class action, i.e. up to and including December 31, 2001, for the purposes of the settlement in the proceedings filed in Court File 505-06-000024-203 and 505-17-013648-235.

II. ADJUDICATION PROCESS

20. Subject to the approval of the Court, the adjudicator will be a retired judge retained by the Plaintiff (the "**Adjudicator**").
21. The Adjudication Process, including the elaboration of the Claim Form, the manner of making a claim, the determination of the category of damages and the distribution of the Net Settlement Fund, as described in **Schedule 1** attached hereto, has been strictly developed by Members' Counsel.
22. In order to obtain compensation under the Transaction, a Claimant must submit the Claim Form to Members' Counsel in one of the manners set out in Schedule 1 before the expiry of the deadline for submitting a claim, i.e. 6 months from the date of publication of the notice provided for in article 591 C.C.P. (the "**Claim Period**").
23. The delay set forth in the preceding paragraph is a strict time limit. Any Member who fails to submit a Claim Form to Members' Counsel prior to the Claim Period shall be barred from making any claim against the Released Parties in connection with the Released Claims (see paragraph 48 of the Transaction) and from receiving any indemnity under the Transaction.

24. Members' Counsel undertake to keep Counsels for the Released Parties informed by e-mail of the number of claims received each month during the Claim Period.
25. Neither the Released Parties nor their counsel shall have any right of objection, participation or review in the Adjudication Process.
26. Only the Adjudicator and the Members' Counsel will know the identity of Claimants. Information provided by Claimants to the Adjudicator and to the Members' Counsel will be kept strictly confidential.
27. The Adjudicator will meet with each Claimant prior to rendering a decision on each claim. If they wish or feel the need, Claimants may be accompanied by a person of their choice at these meetings, to the exclusion of the Plaintiff and the Members' Counsel, as well as the representatives of and counsels for the Released Parties.

A. Designation of the Adjudicator

28. Within **thirty (30) days** prior to the hearing of the application for approval of this Transaction (the "**Application for Approval of the Transaction**"), Members' Counsel will forward to the City the names of three (3) potential adjudicators who will be retired judges (the "**Candidates**"). The City, at its discretion, may either (a) exercise a veto over any of the proposed Nominees or (b) indicate its order of preference among them. The City's choice between these two options may be exercised once the Members' Counsel have provided the three (3) names.
29. The City will have **ten (10) days** to exercise (a) its right of veto or (b) indicate the order of preference of the Candidates.
30. Subject to the availability of Candidates, Members' Counsel will submit the name of the successful Adjudicator to the Court for approval when the Application for Approval of the Transaction is submitted.

B. Modalities of the Adjudication Process

31. A Claimant's claim will be deemed eligible under the vicarious liability regime if condition (a) is met and condition (b) and/or (c) are met:
 - a) There is a link between the sexual assaults suffered by Claimant and the municipal minor hockey program of the City of Greenfield Park (now the City of Longueuil) where François Lamarre was a hockey coach, up to and including December 31, 2001.
 - b) The City of Greenfield Park's municipal minor hockey program created the risk of sexual assault of this Claimant, according to the analysis contained in *Tremblay v. Lavoie*, 2014 QCCS 3185 at paragraphs 145 to 174* which

refers to *common law* jurisprudence on the matter (*Bazley v. Curry, Blackwater v. Plint, Doe v. Bennett and Doe v. O'Dell*).

- c) An employee of the City of Greenfield Park (other than François Lamarre) failed to take reasonable steps to prevent the perpetration of a sexual assault by François Lamarre on this Claimant, despite this employee witnessing acts that a reasonable person would consider likely to constitute a sexual assault. For the purposes of determining whether this condition has been met, the Adjudicator must assume that if the witnesses announced by the City in the class action were to testify, they would deny having witnessed such acts committed by François Lamarre.

*With the exception of the following underlined portions of paragraphs 155, 161 and 174 of *Tremblay v. Lavoie*, 2014 QCCS 3185:

[155] Les abus sexuels auxquels se sont livrés certains pères à l'endroit d'élèves du Collège ont été perpétrés alors qu'ils accomplissaient des fonctions pour lesquelles ils ont été désignés par le défendeur «Les Rédemptoristes», qui a fait preuve de négligence en n'intervenant pas pour faire cesser ces gestes répréhensibles qu'il ne pouvait ignorer.

[161] Il s'est alors développé une relation d'intimité entre eux, le père Lavoie étant placé dans une situation où il pouvait abuser de son pouvoir, ce risque étant d'autant plus élevé dans son cas qu'il a avoué à l'audition que lui-même était affecté d'une faiblesse ou faille psychologique. Le demandeur soutient d'ailleurs que celle-ci était connue du défendeur «Les Rédemptoristes» à l'époque de son assignation au Collège.

[174] Enfin, ces deux institutions ont fait preuve de négligence en n'intervenant pas pour que cessent ces abus.

For clarification, the admissibility of a Claimant's claim cannot be based on the City of Greenfield Park's direct civil liability.

(Hereinafter referred to as the "**Claim Eligibility Criteria**").

32. The modalities of the Adjudication Process are those set out in **Schedule 1** attached hereto.

C. Adjudicator's decision

33. In light of the Claim Eligibility Criteria, the Adjudicator will, alone and without the intervention of the Parties and their counsel, decide the Claimants' claims based on

the balance of probabilities, the merits of each claim and the determination of their category of damages, the whole in accordance with the modalities of the Adjudication Process described in Schedule 1 of this Transaction.

34. The decision rendered by the Adjudicator deeming a claim eligible will be minimally motivated, including by confirming that the claim meets the Claim Eligibility Criteria and by indicating the category of damages associated to the Eligible Member.
35. If a claim is deemed inadmissible, the Adjudicator must provide succinct reasons for this decision, which decision must not exceed two pages.
36. The Adjudication Process, including the Preliminary Adjudication Report (as set forth in the following paragraph), shall be completed no later than two (2) months from the expiration of the deadline for submitting a claim ("**End of the Adjudication Process**").
37. When the Adjudicator has reached a decision as to the admissibility or inadmissibility of all claims filed by the Claimants, the Adjudicator will provide to the Parties a **Preliminary Adjudication Report** including the following information:
 - a) The number of Claimants; and
 - b) For each category of damages, the number of Eligible Members.
38. In the event that the claims of more than 56 Claimants are deemed admissible by the Adjudicator, the Plaintiff will have **twenty (20) days** following receipt of the Preliminary Adjudication Report to avail itself of one of the options set out in paragraph 8 of the Transaction, to inform the City and, if applicable, to seize the Court pursuant to paragraphs 9 or 10 of the Transaction, as the case may be.
39. In the event that the claims of 56 Claimants or less are deemed eligible by the Adjudicator, the Adjudicator will calculate the amounts due to Eligible Members according to their category of damages, the whole in accordance with modalities of the Adjudication Process set forth in Schedule 1.

D. Determination of indemnity

40. The Adjudicator shall exercise discretion in determining the category of damages to be assigned to each Eligible Claim.
41. The amount of compensation for each category of damages can only be known once all claims have been adjudicated by the Adjudicator and the amount of the Global Settlement Fund to be paid by the City is determined in accordance with paragraph 5.

E. Class action Closing Report

42. In the event that the claims of 56 Claimants or less are deemed eligible by the Adjudicator, nine (9) months following the payment of the indemnities to the Members, the Adjudicator will transmit to the Court a closing report (the “**Closing Report**”) detailing the manner in which the Net Settlement Fund has been distributed, and including the following information:
 - a. The number of Claimants;
 - b. For each category of damages, the number of Eligible Members;
 - c. The amount allocated to Eligible Members for each category of damages;
 - d. Residual funds (the “**Reliquat**”), if any;
 - e. The amount representing the percentage deducted by the *Fonds d’aide aux actions collectives* from the Reliquat, if any;
 - f. The Adjudicator’s total fees;
 - g. Total costs and disbursements incurred as part of the adjudication process.
43. The Closing Report must not contain any nominative information that could identify, directly or indirectly, any individual.
44. Members’ Counsel must then ask the Court to close the class action.

F. Reliquat

45. If there remains a Reliquat in the Global Settlement Fund after the payment of indemnities to Eligible Members and the payment of Members’ Counsel Fees, the *Fonds d’aide aux actions collectives* may deduct from this balance the percentage provided for in the *Act respecting the Fonds d’aide aux actions collectives* (CQLR c F-3.2.0.1.1) and the *Regulation respecting the percentage withheld by the Fonds d’aide aux actions collectives*.
46. Where applicable, the balance will be distributed to an organization to be determined by the Plaintiff and the City.

G. Terms of the mandate of the adjudicator

47. Subject to an order of the Court, the Adjudicator shall enjoy full immunity under public law in the performance of his duties as Adjudicator and, as such, the Adjudicator having acted in good faith shall not under any circumstances be subject to legal action by any person in connection with his role as Adjudicator.

III. OTHER TERMS OF THE TRANSACTION

A. Release

48. In consideration of the performance of the undertakings contained in the Transaction and provided that the Transaction is not rescinded pursuant to paragraph 8(c), Plaintiff personally gives on behalf of the Members who have not opted out of the class action (including those Members who will not file a claim and those whose claims will be rejected by the Adjudicator) and their successors, heirs and beneficiaries:

- a) a full, final and definitive release of the Released Parties and waives all rights, rights of action, remedies, claims, demands, contributions, indemnities or damages of any nature whatsoever relating directly or indirectly to the facts and circumstances set forth in the class description or giving rise to this litigation, the exhibits communicated and the allegations contained in the proceedings filed in Court Files 505-06-000024-203 and 505-17-013648-235;
- b) a waiver of solidary liability (and of any obligation *in solidum*, if applicable) and an express release in respect of the Released Parties. Thus, if the Plaintiff and the Members who have not opted out of the class action subsequently claim damages against persons other than the Released Parties, they may only claim damages up to the amount of the share of liability (solidary or *in solidum*) of such persons, to the exclusion of the shares of liability of the Released Parties, which shall be assumed by the Plaintiff and the Members who have not opted out of the class action. These shares of liability may be determined by a court of competent jurisdiction, whether or not the Released Parties appear in the proceedings (the “**Release**”).

B. Court approval of the Transaction and notices to Members

49. The Parties undertake to cooperate with a view to having the Transaction approved by the Court.

50. In accordance with articles 590 and 593 of the C.C.P., Members’ Counsel will submit an Application for Approval of the Transaction, which will, among other things, request that the Tribunal:

- a. Approves the Transaction, to which the Parties agree;
- b. Appoints the Adjudicator, to which the Parties agree;

- c. Approves the Release in favour of the Released Parties which shall be binding on all Members, subject to the Transaction not being resolved pursuant to paragraph 8(c) of the Transaction.
 - d. Approves the amounts due and to be reimbursed to the Fonds d'aide aux actions collectives pursuant to articles 595 to 598 of the C.C.P., where applicable;
 - e. Approves the notice to be published in accordance with article 591 of the C.C.P., as well as the methods of publication thereof;
 - f. Approves the Members' Counsel Fees, on which the Released Parties take no position. Approval of the Transaction is not conditional upon approval of the Members' Counsel Fees.
51. It is understood that the City and Revenu Québec shall have no responsibility for the payment of the Fees of Members' Counsel to be approved nor for the amounts due and which must be reimbursed to the Fonds d'aide aux actions collectives, if applicable, in addition to the payment of the Legal Costs payable by the City to the Members' Counsel pursuant to paragraph 12 of the Transaction.
52. The Parties agree that the Court shall remain seized of any matter that may arise during the execution of the Transaction, or in the event that the Plaintiff must avail himself of one of the options provided for in paragraph 8 of the Transaction.
53. If the Court refuses to approve the Transaction in its entirety, with the exception of the Fees of the Members' Counsel, the Parties agree that the Transaction will be considered null and void in its entirety, and that the Parties will be placed in the same legal situation as that which prevailed prior to its conclusion; they will not be able to invoke the Transaction in any legal proceedings in the present matter, which will be reactivated.
54. Members' Counsel shall provide to the City's Counsel the draft notice of pre-approval of the Transaction referred to in articles 590 and 591 of the C.C.P. for comment within 10 days of its signing.

C. Binding and enforceable effect of the Transaction

55. The Transaction is enforceable from the date of the Court's judgment approving it, subject to the right of resolution provided for in paragraph 8(c).
56. Once approved by the Court, the Transaction will be binding upon the Plaintiff and all Members who have not opted out of the class action as well as their successors, heirs and beneficiaries.

57. The Transaction, including its preamble and Schedules 1 and 2, is indivisible and constitutes a transaction within the meaning of articles 2631 et seq. of the *Civil Code of Québec*.
58. The Parties have negotiated the agreement in principle set forth in the Transaction in good faith, with the sole purpose of putting a definitive end to the legal process currently underway.
59. The Parties agree that the agreement in principle and the Transaction recording it are made in the best interests of the Members.
60. The payment of the Global Settlement Fund by the City and Revenu Québec can in no way be interpreted as an acknowledgement of their liability.
61. For the benefit of the Plaintiff and all Members, this Transaction and Schedules 1 and 2 shall be translated from French into English. In the event of any discrepancy, the original French version shall prevail.
62. The Parties may express their agreement to the Transaction with an electronic signature and transmit the Transaction electronically. A Party's electronic signature has the same legal force and effect as a handwritten signature, and electronic transmission constitutes valid and effective transmission.

D. Interpretation of the Transaction

63. The Transaction is governed by the laws of Quebec.

IN WITNESS WHEREOF the Parties have signed at the places and on the dates appearing below:

_____ October ____ 2024

Longueuil, October ____ 2024

John Cormier, Plaintiff

Name: Me Nathalie Vézina
Director of Legal Services, City of Longueuil
Representative, City of Longueuil

Longueuil, October ____ 2024

Name:
Representative, Royal
Canadian Legion Branch 94

Longueuil, October ____ 2024

Name:
Representative, Greenfield Park Lions Club
Inc.

_____ October ____ 2024

Name: Kaitlin M. Fleming
Representative, General Star
Indemnity Company

Quebec City, October ____ 2024

Name: Dany Leblanc
Representative, Minister of Revenu Québec,
in its capacity as liquidator of the Succession
of François Lamarre

SCHEDULE 1

ADJUDICATION PROCESS

**John Cormier v. City of Longueuil et al.
505-06-000024-203 and 505-17-013648-235**

I. WHO CAN MAKE A CLAIM UNDER THE TRANSACTION?

1. A class action has been filed against the Estate of François Lamarre and the City of Longueuil (the “**City**”) in connection with sexual assaults perpetrated by François Lamarre until December 31, 2001, on behalf of the following class members:

“All persons who were sexually abused by the late François Lamarre while he acted as coach of the municipal hockey program in the City of Greenfield Park, as well as the estate of any such persons if deceased since September 1, 2017” (hereinafter the “**Class**”);

2. If you are a Member, you may submit a claim under the Transaction between the Parties.
3. If you are the liquidator of the estate of a Member who died on or after September 1, 2017, you may make a claim under the Settlement (hereinafter, a “**Member’s Estate**”).¹

II. HOW TO SUBMIT A CLAIM

4. To benefit from the Transaction, Members must submit a Claim Form no later than six (6) months after publication of the post-approval notice provided for in Article 591 C.C.P. (hereinafter the “**Claimants**”). This delay is a strict time limit. Any person who fails to submit a Claim Form after this deadline will be barred from making any claim against the Released Parties and from receiving any indemnity under the Transaction
5. Claimants must submit a claim by completing the **Claim Form** found in Schedule 2 and submitting supporting documentation, if applicable, as described in the Claim Form.

¹ Under article 2926.1 of the *Civil Code of Québec*, legal action by the succession of a deceased victim must be instituted within three years of the victim’s death, failing which the action will be prescribed. In this case, the application for authorization to institute a class action was filed on September 1, 2020, hence the date of September 1, 2017.

6. The Claim Form and any supporting documentation, if applicable, must be sent either by e-mail, fax or registered mail (attesting to the date of sending) to the following address with a reference to the file (Class Action John Cormier v. City of Longueuil et al. – Settlement):

By e-mail: info@kklex.com

By fax: 514-875-8424

By registered mail only:

Kugler Kandestin, s.e.n.c.r.l.
c/o Emily Painter
1 Place Ville Marie, Suite 1170
Montréal (Québec) H3B 2A7

III. HOW WILL MY CLAIM BE ADJUDICATED?

7. The Honorable [Court Appointed Adjudicator], a retired Superior Court Judge, has been appointed to act as Claims Adjudicator (hereinafter, the “**Adjudicator**”).
8. The Adjudicator is solely responsible for the eligibility of claims and the determination of the category of damages.
9. The Principal Defendants, the Defendants in Warranty and the Intervening Defendants (the Released Parties) and their counsel shall have no right to contest, participate in or monitor the Adjudication Process.
10. Upon receipt of the Claim Form, the Adjudicator will contact the Claimant to arrange a meeting. The Adjudicator will take sworn testimony from the Claimant, which will cover :
 - a) sexual assaults and the context in which they occurred;
 - b) the damages the Claimant believes he (or the Member) has suffered in connection with these attacks.
11. The meeting with the Adjudicator will be private and confidential.
12. The Claimant may, if he wishes, be accompanied by a support person of their choice during the meeting with the Adjudicator (for example: therapist, social worker, family member, other person he trusts, lawyer). This support person cannot include the Plaintiff, Mr. John Cormier, Class counsel, the Defendants’ representatives (principal and in warranty) and the Defendants’ counsel (principal and in warranty). It is not mandatory to be accompanied.

13. The meeting with the Adjudicator will take place by videoconference or in person, at the Claimant's choice.
14. The meeting with the Adjudicator will last one and a half hours. The Adjudicator may grant more time to a Claimant, if necessary.
15. The Adjudicator will determine the eligibility of a Claimant's claim on the balance of probabilities and in accordance with the Claim Eligibility Criteria set forth in paragraph 31 of the Transaction, by assessing the Claimant's credibility in light of their sworn testimony, Claim Form, and supporting documentation, if any.
16. The Adjudicator shall exercise their discretion in determining the category of damages to be assigned to each Claimant, either :
 - a) Level 1 damages; or
 - b) Level 2 damages; or
 - c) Level 3 damages.
17. In determining the category of damages to assign to each Claimant, the Adjudicator may take into account a number of factors arising from the Claimant's sworn testimony, Claim Form or supporting documentation, as applicable, including but not limited to: anxiety, depression, shame, guilt, anger, low self-esteem, sleep difficulties, nightmares, post-traumatic stress, flashbacks, interpersonal difficulties, difficulty trusting others, isolation, sexual difficulties, alcohol or drug abuse, addictions, detox or A.A. counseling, suicidal ideation, suicide attempts, eating disorders, fear or intolerance of authority, loss of faith, abandonment of dreams (personal, professional, etc.), inability to complete one's studies, difficulties at work, inability to work or maintain a stable job, expenses for therapy, use of medication, etc.
18. The amount corresponding to each category of damages is calculated as follows:
 - a) The "Level 1 Damages" category will be used as the basis for calculation (i.e. **X**);
 - b) The "Level 2 Damages" category will receive compensation equivalent to double the compensation granted to the "Level 1 Damages" category (i.e. **2(X)**);
 - c) The "Level 3 Damages" category will receive compensation equivalent to four times the compensation granted to the "Level 1 Damages" category (i.e. **4(X)**);

- d) In the case of a Member's estate, it will be entitled to an amount representing half of the indemnity granted to the "Level 1 Damages" category (i.e. **0.5(X)**).
19. The amount of compensation for each category can only be known once all claims have been adjudicated by the Adjudicator. Only then will the Adjudicator know the number of Eligible Members for each category of damages and be able to proceed with the calculations required to distribute the Net Settlement Fund.
20. The maximum amount of compensation an Eligible Member may receive is \$600,000.00. This amount may be lower depending on the number of Eligible Members.
21. The decision rendered by the Adjudicator deeming a claim eligible will be minimally motivated, notably by confirming that the claim meets the Claim Eligibility Criteria and the category of damages of the Eligible Member ("**Adjudicator's Decision**").
22. If a claim is rejected, the Adjudicator must give succinct reasons for their decision, which must not exceed two pages.
23. The Adjudicator's Decision shall be final, binding and not subject to appeal.
24. The Adjudicator's hourly rate shall be \$500 per hour [tariff to be confirmed once the Adjudicator's services have been retained], plus applicable taxes, for work performed under the Adjudication Process described in this Schedule. The Adjudicator's fees will be paid by the City, in addition to the Global Settlement Fund.
25. In order to obtain payment of its fees, the Adjudicator shall submit its accounts to the City (c/o payables@longueuil.quebec; contentieux@longueuil.quebec, c.c. frederic.larose@longueuil.qc) with copies to Class Counsels. The accounts will not contain any personal information that could identify, directly or indirectly, any individual other than François Lamarre.

IV. DISTRIBUTION OF NET SETTLEMENT FUNDS AND PAYMENT OF CLAIMS

26. Once the Adjudicator has made a decision as to the admissibility or inadmissibility of all claims filed by Claimants, the Adjudicator will forward to the Parties a **Preliminary Adjudication Report** including the following information:
- a) The number of Claimants who have filed a claim; and
- b) The number of Eligible Members for each category of damages.
27. In the event that the claims of 56 Claimants or less are deemed eligible by the Adjudicator and once the Adjudicator has communicated all of its Decisions, the

Adjudicator and Class Counsel will calculate the amounts to be awarded to each of the classes of damages in accordance with the terms of paragraph 18 of this Schedule, based on the following information:

- a) The amount remaining in the trust account representing the Net Settlement Fund; and
 - b) The number of Eligible Members whose claims have been accepted for each category of damages.
28. In such event, the Adjudicator shall distribute the Net Settlement Fund to Eligible Members whose claims have been accepted by sending them, within two (2) months of payment by the City and Revenu Québec of the Global Settlement Fund, a cheque in Canadian dollars, in accordance with the category of damages set out in the Adjudicator's Decision.
29. The Adjudicator shall thereafter provide to the Court a Closing Report setting forth its administration and the manner in which the Net Settlement Fund has been distributed, all in accordance with paragraphs 42 and 44 of the Transaction. The Closing Report will not contain any nominative information that could identify, directly or indirectly, Claimants and Eligible Members.
30. Class counsel will then ask the Court to conclude the class action.
31. In the event that the claims of more than 56 Claimants are deemed eligible by the Adjudicator at the conclusion of the Adjudication Process and the Claimant elects to retain the Global Settlement Fund or renegotiate the Settlement in good faith pursuant to paragraph 8 (a) and (b) of the Settlement Agreement, then new terms shall be agreed upon and approved by the Court.
32. In the event that the claims of more than 56 Claimants are deemed eligible by the Adjudicator at the End of the Adjudication Process, whether the Claimant elects to resolve the Transaction pursuant to paragraph 8 (c) of the Transaction, or the Parties fail to reach a new or modified settlement under paragraph 8 (b) of the Transaction, the Parties will be returned to the state they were in prior to the occurrence of the Transaction and legal proceedings will be reactivated accordingly, both in the main action and in the action in warranty.

CLAIM FORM

John Cormier v. City of Longueuil et al.
505-06-000024-203 and 505-17-013648-235

This Claim Form and all supporting documents must be sent **no later than •** either by e-mail, fax or registered mail to the following address, marked: **“Class Action, Cormier v. City of Longueuil et al. Settlement”**

By e-mail: info@kklex.com

By fax: 514-875-8424

By registered mail only:

Kugler Kandestin, s.e.n.c.r.l.
c/o Emily Painter
1 Place Ville Marie, Suite 1170
Montréal (Québec) H3B 2A7

Please keep a complete copy of your Claim Form and proof of mailing. If you do not receive an acknowledgement of receipt (by e-mail), please contact us immediately at **514-360-3462.**

Failure to submit your claim within this period will result in its rejection.

If you were sexually assaulted* by François Lamarre while he was a coach with the City of Greenfield Park’s municipal hockey program on or before December 31, 2001, you may be entitled to compensation as a member of the Group (hereinafter, “**Member**”), subject to the terms¹ of the Settlement Agreement between the parties.

If you are the liquidator of the estate of a Member who died on or after September 1, 2017, you may also submit a claim (hereinafter, an “**Estate**”) and receive compensation.

Your claim form is confidential.

¹ The Claim Eligibility Criteria are set out in paragraph 31 of the Transaction.

Please check the box that applies to you:

I am filling out the Claim Form:

- Personally, as a Member
- In my capacity as liquidator of the Estate of a Member who died on or after September 1^{er} 2017.

*N.B. The [Quebec government](#) considers, among other things, all forms of sexual touching (genitals, buttocks, thighs) to be sexual assault, including touching over clothing, sexual kissing, fellatio, penetration, masturbation and “rubbing”.

Victims of sexual assault(s) are not expected to remember precisely the details of their assault(s). If you do not fully remember the details of your assault or that of the Member whose Estate you are liquidating, this will NOT prevent you from receiving compensation. Please answer the questions below to the best of your knowledge and/or recollection.

The Class counsels are here to answer your questions and help you. You can contact us confidentially and free of charge to help you fill out the claim form.

If you have any questions or require assistance, please contact:

- Me Emily Painter: epainter@kklex.com or 514-360-3462
- Me Pierre Boivin: pboivin@kklex.com or 514-360-8881

PLEASE COMPLETE ALL APPLICABLE SECTIONS

Section A: Member information

First name

Nickname

Last name

Date of birth (mm/dd/yyyy)

Address

City

Province/Territory

Postal code

Daytime telephone number

Cellular telephone number

E-mail

If, for confidentiality reasons, it is preferable not to contact you at the above coordinates, please indicate below the coordinates where you can be reached in complete confidentiality:

UNOFFICIAL TRANSLATION

Unless otherwise indicated, if your claim is deemed eligible, the settlement cheque will be sent to the above address. If you wish the settlement cheque to be sent to another address, please specify below:

Please attach proof of identity to the Claim Form, such as a copy of the Member's photo ID with both sides (health insurance card, driver's license, or passport).

You may proceed directly to Section C.

Section B: Information in my capacity as liquidator of the Estate of a Member who died on or after September 1, 2017 (to be completed by the liquidator only, if applicable)

Name of deceased Member :

Date of birth :

Date of death :

Personal information about the **liquidator** of the Estate of a deceased Member:

First name

Nickname

Last name

Date of birth (mm/dd/yyyy)

Address

City

Province/Territory

Postal code

Daytime telephone number

Cell phone number

E-mail

The liquidator must attach the following documents to the Claim Form:

- A copy of the deceased Member's death certificate;
- A copy of the will search request filed with the Quebec Bar;
- A copy of the will search request filed with the *Chambre des notaires du Québec*;
- Proof that he is the liquidator, i.e.:
 - i. In the case of a notarial will: a copy of the notarial will naming the person as liquidator;
 - ii. In the case of a holograph will or a will made before witnesses: a copy of the will, the court's probate judgment and the registration of the liquidator's appointment in the Register of Personal and Movable Real Rights;
 - iii. Where applicable, in the case of an intestate succession: registration of the liquidator's appointment in the Register of Personal and Movable Real Rights;
- A copy of the liquidator's photo ID (health insurance card, driver's license or passport).

The liquidator of the Estate of a deceased Member must also complete sections C, D, E, F and G.

Section C: Information on sexual assault(s) and consequences

To ensure legibility of the answers to the questions below, please attach a typed and/or clearly hand-written text if possible. You may attach as many pages as necessary.

The Claim Eligibility Criteria are set out in paragraph 31 of the Transaction.

Information on sexual assaults

1. Were you (or the Member) sexually assaulted by François Lamarre before December 31, 2001?

2. In which year(s) were you (or the Member) sexually assaulted by François Lamarre?

3. How old were you (or the Member) when the sexual assault(s) first took place and when they stopped?

Section D: Additional documentation

You are under no obligation to provide any further documentation.

If you would like the Adjudicator to consider additional documentation relating to the eligibility of your claim or the assessment of the damages you (or the Member) have suffered, you may attach it. This may include: photos, therapy receipts, medical documentation, etc.

Additional documentation attached:

- Yes
- No

If yes, I enclosed: _____

Section E: Meeting with the Adjudicator

The meeting with the Adjudicator must take place by videoconference. If, however, a Member or the liquidator of the Estate of a deceased Member prefers to meet in person, a face-to-face meeting may be arranged with the Adjudicator.

The meeting will be held by :

- Videoconferencing
- In person

Section F: Transmitting the Claim Form

The Claim Form and supporting documentation should be sent to Kugler Kandestin c/o Me Emily Painter at the contact details shown on the first page of this form.

The Claim Form must be submitted no later than _____, otherwise your claim will be rejected.

Section G: Declaration

I _____ solemnly declare the following:

I declare that the information contained in my claim is true and knowing that this declaration has the same legal force as if I had taken an oath before a court of law.

Claimant's signature

Date

Please retain a complete copy of your Claim Form and proof of mailing.