

Court File No. CV-19-615862-00CL
Court File No. CV-19-616077-00CL
Court File No. CV-19-616779-00CL

**ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST**

IN THE MATTER OF THE *COMPANIES' CREDITORS ARRANGEMENT ACT*,
R.S.C. 1985, c. C-36, AS AMENDED

AND IN THE MATTER OF A PLAN OF COMPROMISE
OR ARRANGEMENT OF **JTI-MACDONALD CORP.**

AND IN THE MATTER OF A PLAN OF COMPROMISE
OR ARRANGEMENT OF **IMPERIAL TOBACCO CANADA LIMITED**
AND **IMPERIAL TOBACCO COMPANY LIMITED**

AND IN THE MATTER OF A PLAN OF COMPROMISE
OR ARRANGEMENT OF **ROTHMANS, BENSON & HEDGES INC.**

Applicants

MOTION RECORD

(PCC Representative Counsel's Motion for Injunctive Relief)
(Returnable on March 26, 2025)

March 21, 2025

WAGNERS

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-and-

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THE COMMON SERVICE LIST

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OR ARRANGEMENT OF **IMPERIAL TOBACCO CANADA
LIMITED AND IMPERIAL TOBACCO COMPANY LIMITED**

AND IN THE MATTER OF A PLAN OF COMPROMISE
OR ARRANGEMENT OF **ROTHMANS, BENSON & HEDGES INC.**

NOTICE OF MOTION

(PCC Representative Counsel's Motion for Injunctive Relief)

TAKE NOTICE that The Law Practice of Wagner & Associates, Inc. ("**PCC Representative Counsel**") will make a motion before the Honourable Chief Justice Geoffrey B. Morawetz presiding over the Commercial List on March 26, 2025, at 10:30 am (EST).

PROPOSED METHOD OF HEARING: The motion is to be heard by videoconference, detail of which shall be provided by the Monitors.

THE MOTION IS FOR an Order substantially in the form included at Tab 3 of the Motion Record:

1. Abridging the time for service of the Notice of Motion and Motion Record, validating service, and dispensing with further service, if necessary;
2. Compelling AIAG, LLC, carrying on business as Attorney Group, and its named incorporator, organizer, and registered agent, Mr. Lyle Foster, and its named principal, Mr. Anthony Johnson (collectively, “**Attorney Group**”) to immediately remove, and maintain inaccessible the webpage <https://claim.attorneygroup.com/canadian-tobacco-lawsuit/>, the Facebook page <https://www.facebook.com/TobaccoClaims/>, and any other webpages, websites, social media posts, online advertisements, and any other public communications whatsoever relating to the Canadian Tobacco Lawsuit, the Tobacco Settlement and the claims and distribution processes under the CCAA Plans or the Pan-Canadian Claimants’ Compensation Plan (“**PCC Compensation Plan**”) (collectively, the “**Attorney Group Solicitations**”);
3. Prohibiting Attorney Group from soliciting Pan-Canadian Claimants (“**PCCs**”) in connection with the CCAA Plans and the PCC Compensation Plan;
4. Requiring Attorney Group to provide PCC Representative Counsel a list of all persons who signed up or provided information through the Attorney Group Solicitations (“**Attorney Group List**”);
5. Mandating the destruction of all copies of the Attorney Group List; and
6. Extending this Order to all persons or entities with knowledge or notice of it, requiring them to:
 - (a) Immediately take down and remove any solicitations of PCCs and *Blais* Class Members in connection with the CCAA Plans, the PCC Compensation Plan, the Quebec Administration Plan, or any compensation due thereunder; and
 - (b) Immediately cease and desist from soliciting PCCs and *Blais* Class Members in connection with the CCAA Plans, the PCC Compensation Plan, the Quebec Administration Plan, or any compensation due thereunder.

7. The injunctive relief sought is to remain in effect until the completion of the Claims Process under the PCC Compensation Plan, including the administration and distribution of all funds thereunder to Claimants, or until otherwise ordered by the Court.

THE GROUNDS FOR THE MOTION ARE:

Court-Approved Representation of PCCs

8. PCC Representative Counsel was appointed by this Court on December 9, 2019, to represent the interests of PCCs in the within CCAA Proceedings and ongoing mediation. The appointment was amended and restated on November 22, 2024, to define PCC Representative Counsel’s role post-sanction and throughout the implementation of the CCAA Plans.
9. Since appointment, PCC Representative Counsel has engaged in extensive mediation with the Court-Appointed Mediator, Monitors, and other stakeholders on behalf of PCCs.
10. The Mediator and Monitors filed CCAA Plans of Compromise and Arrangement (“**CCAA Plans**”) on October 17, 2024, which set out a global settlement of all Tobacco Claims, including the claims of PCCs.
11. The PCC Compensation Plan, an integral part of the CCAA Plans, allocates \$2.52 billion to compensate individual tobacco harm victims who meet certain eligibility criteria. To ensure PCCs receive free and accurate assistance with their claims, PCC Representative Counsel retained Epiq Class Action Services Canada Inc. (“**Epiq**”) as its Agent. Epiq’s services are fully funded by the Tobacco Companies and provided to PCCs at no cost.
12. After receiving unanimous votes at the Creditors’ Meetings in December 2024, the CCAA Plans (The Third Amended and Restated Plans, specifically) were sanctioned by this Court on March 6, 2025, including the Non-Solicitation Provision at Section 8.4, which expressly prohibits unauthorized solicitation of PCCs:

8.4 No Solicitation of Pan-Canadian Claimants

No Persons other than the PCC Representative Counsel, their agent Epiq, the Claims Administrator, or any Person specifically authorized by any of the foregoing Persons

or by the CCAA Court, shall solicit Pan-Canadian Claimants in order to assist them with the preparation or submission of their PCC Claim Packages under the PCC Compensation Plan.

Attorney Group's Unauthorized Solicitation of PCCs

13. On March 6, 2025, PCC Representative Counsel became aware that Attorney Group was soliciting PCCs through a website and related Facebook page and advertisements (the “**Attorney Group Solicitations**”). Attorney Group, which was not involved in the resolution process of the CCAA Proceedings and has no authorization under the CCAA Plans, falsely promoted legal representation for the “Tobacco Settlement Canada” and improperly solicited PCCs for the purpose of entering into contingency fee agreements.
14. On March 7, 2025, PCC Representative Counsel sent a letter to Mr. Anthony Johnson, the principal of Attorney Group, demanding, *inter alia*, the immediate removal of the Attorney Group Solicitations. Despite this demand, the solicitations remained active past the deadline of March 10, 2025, at 12:00 p.m. EST set out in the letter.
15. On March 10, 2025, further investigation identified Mr. Lyle Foster as the registered agent for Attorney Group. PCC Representative Counsel sent a second demand via email to Mr. Foster, copying Mr. Johnson, reiterating the requirement to cease all unauthorized solicitations. Attempts to reach both individuals by telephone were unsuccessful.
16. On March 11, 2025, Mr. Johnson responded stating, “The pages have been taken down.” However, the Facebook page and advertisements remained active. PCC Representative Counsel responded, reiterating the requirement to remove all remaining solicitations.
17. On or about March 18, 2025, the Facebook page associated with Attorney Group that was soliciting PCCs was taken down. However, the Facebook ads soliciting PCCs remained active.
18. On March 19, 2025, PCC Representative Counsel sent an email to Mr. Johnson and Mr. Foster reiterating the demand for the immediate removal of the remaining Facebook solicitations, along with compliance with the additional conditions previously set out in the

March 7, 2025 letter. Despite the request, the solicitations remained active past the deadline of March 19, 2025, at 1:30 p.m. EST set out in the email.

19. That evening, Mr. Johnson responded stating “Meta ads have been down since last email and status has not changed.” However, the remaining Facebook advertisements remained in ‘active’ status, and his response did not acknowledge or address the additional conditions outlined in the March 7, 2025 letter.
20. As of March 20, 2025, the remaining unauthorized solicitations – three Facebook advertisements – remain “active” and therefore publicly accessible.
21. As of March 21, 2025, Attorney Group has not acknowledged, addressed or complied with the following, as requested by PCC Representative Counsel:
 - (a) Providing a complete list of all individuals who signed up or submitted information through the Attorney Group Solicitations, including all contact and other information collected or obtained (the “Attorney Group List”);
 - (b) Permanently destroying all copies of the Attorney Group List in their possession, whether in electronic or paper form; and
 - (c) Ceasing and desisting from any further solicitation of Pan-Canadian Claimants through any medium, including websites, social media, direct outreach, or advertising, and confirming same.

Pattern of Unauthorized Solicitation of PCCs

22. Unauthorized solicitations of PCCs are not isolated to Attorney Group. This Court has previously granted injunctive relief in similar circumstances.
23. On December 10, 2024, Chief Justice Morawetz issued an injunction against Actis Law Group and its principal, Ms. Andrea Grass, for publishing a website purporting to offer representation to tobacco victims. The Court’s Endorsement in that case set an important precedent for restraining unauthorized solicitation of PCCs, which is now strengthened by the sanctioning of the CCAA Plans, including the Non-Solicitation Provision.

24. More recently, other third parties have also attempted to mislead PCCs by operating websites with domain names closely resembling the official claims website, falsely suggesting that legal representation is necessary, and misrepresenting eligibility criteria. One such entity operating out of Tampa was identified, issued a cease-and-desist demand by PCC Representative Counsel, and ultimately complied by removing its website on March 7, 2025.
25. This pattern of misconduct demonstrates a foreseeable risk that additional third parties will engage in similar solicitation of PCCs and/or *Blais* Class Members, particularly as formal notice of the PCC Compensation Plan and Quebec Administration Plan is disseminated, and the Claims Processes begin. The significant individual compensation amounts available under the PCC Compensation Plan and the Quebec Administration Plan makes PCCs and *Blais* Class Members targets for law firms and service providers seeking contingency fees for unnecessary representation.

Injunctive Relief is Necessary

26. An injunction against Attorney Group is warranted for the same reasons that this Court granted injunctive relief against Actis Law Group. Like Actis, Attorney Group has engaged in unauthorized and misleading solicitations of PCCs, falsely representing that legal representation is necessary to navigate the PCC Compensation Plan. Attorney Group's solicitations not only risk creating confusion among PCCs and providing them erroneous information about the Claims Process, but also risk claimants unnecessarily entering into contingency fee agreements for services that are already provided free of charge by Epiq.
27. In addition to the concerns present in Actis, injunctive relief is now further justified to enforce the express Non-Solicitation Provision in Section 8.4 of the CCAA Plans. This provision, is part of the CCAA Plans sanctioned on March 6, 2025, and explicitly prohibits any entity other than PCC Representative Counsel, Epiq, the Claims Administrator, or a Court-authorized party from soliciting PCCs. Attorney Group's actions are a direct contravention of this provision.

28. Without broad and enforceable injunctive relief, PCC Representative Counsel anticipates a proliferation of unauthorized solicitations, requiring repeated enforcement efforts and recourse to this Court.
29. Accordingly, PCC Representative Counsel now seeks an injunction against Attorney Group, as well as relief to deter and stop future unauthorized solicitations, ensuring compliance with the CCAA Plans, the Non-Solicitation Provision, and protecting PCCs and *Blais* Class Members from misleading information and incurring unnecessary legal fees.

Additional Grounds for the Motion

30. The previous Orders granted in the CCAA Proceedings;
31. The *Companies' Creditors Arrangement Act*, RSC 1985, c C-36 and the inherent and equitable jurisdiction of the Court;
32. The *Ontario Rules of Civil Procedure*, R.R.O. 1990, Reg. 194, as amended;
33. Such further and other grounds as counsel may advise and this Honourable Court may permit.

THE FOLLOWING DOCUMENTARY EVIDENCE will be used at the hearing of the Motion:

34. The Affidavit of Kate Boyle affirmed March 21, 2025, including Exhibits “A” through “P” thereto.

March 21, 2025

WAGNERS

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PCC Representative Counsel

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Applicants

AFFIDAVIT OF KATE BOYLE

I, Kate Boyle, of the city of Halifax, in the Province of Nova Scotia, AFFIRM AND SAY:

1. I am a Partner at The Law Practice of Wagner & Associates, Inc. ("**Wagners**").
2. On December 9, 2019, Wagners was appointed by the Honourable Justice McEwen to represent the Pan-Canadian Claimants ("**PCCs**") in the context of the present proceedings ("**CCAA Proceedings**") under the *Companies' Creditors Arrangement Act*, RSC 1985, c C-36, as amended ("**CCAA**") before the Ontario Superior Court of Justice (Commercial List) in Toronto ("**CCAA Court**").
3. Since December 9, 2019, PCC Representative Counsel has been representing the interests of the PCCs in the context of the CCAA Proceedings. As such, I have knowledge of the matters to which I hereinafter depose. Where I make statements about information that is not within my personal knowledge, I have stated the source of that information and believe it to be true.

4. Unless otherwise defined herein, all defined terms used in this affidavit have the meanings ascribed to them in the Third Amended and Restated Plans of Compromise and Arrangement dated February 27, 2025, in respect of each of the Applicants in these CCAA Proceedings (collectively, the “**CCAA Plans**”).
5. I affirm this affidavit in support of PCC Representative Counsel’s Motion for Injunctive Relief before the Honourable Chief Justice Geoffrey B. Morawetz presiding over the Commercial List on March 26, 2025, at 10:30 am EST, and for no other or improper purpose.

PCC REPRESENTATIVE COUNSEL APPOINTMENT AND MANDATE

6. On December 9, 2019, Wagners was appointed by the CCAA Court to represent the PCCs (referred to as the “TRW Claimants” in that Order) in the CCAA Proceedings (“**PCC Representative Counsel Orders**”). Attached hereto and marked as **Exhibit “A”** are true copies of the PCC Representative Counsel Orders in respect of the three Applicants dated December 9, 2019.
7. On November 22, 2024, the PCC Representative Counsel Orders were amended and restated by the Honourable Chief Justice Morawetz (“**Amended and Restated PCC Representative Counsel Orders**”). Attached hereto and marked as **Exhibit “B”** are true copies of the Amended and Restated PCC Representative Counsel Orders in respect of the three Applicants dated November 22, 2024.

RELEVANT PROCEDURAL HISTORY OF THE CCAA PROCEEDINGS AND KEY DEVELOPMENTS

8. Since our appointment on December 9, 2019, PCC Representative Counsel has represented the interests of PCCs in the CCAA Proceedings.
9. For over five years, PCC Representative Counsel has participated in thousands of hours of mediation with the Court-Appointed Mediator, Monitors and other Claimants and stakeholders during an extensive and complex mediation process.
10. On October 17, 2024, the Court-Appointed Mediator and Monitors filed the initial CCAA Plans. The CCAA Plans propose a global settlement of all Affected Claims against the

Applicants, including the claims of the PCCs and the claims of the *Blais* Class Members, as set out in the CCAA Plans.

11. On December 5, 2024, the Court-Appointed Mediator and Monitors filed the First Amended and Restated CCAA Plans in respect of the Applicants.
12. On December 9, 2024, the Honourable Chief Justice Morawetz heard parallel motions brought by PCC Representative Counsel and Quebec Class Counsel seeking an interlocutory injunction against Actis Law Group and its principal, Ms. Andrea Grass, who had published a website purporting to offer representation to Tobacco Victims in the Canadian Tobacco Class Action Settlement (“**Actis Injunction Motion**”).
13. On December 10, 2024, Chief Justice Morawetz issued an Endorsement arising from the Actis Injunction Motion, outlining his reasons for granting injunctive relief. Related Orders were also issued on that date. Attached hereto and marked as **Exhibit “C”** is a true copy of the Interlocutory Injunction Order from the Actis Injunction Motion, which was issued and entered in each of the Applicants’ proceedings.
14. I am informed by Counsel for the Monitors, and verily believe, that on December 12, 2024, the Affected Creditors, voting in person or by proxy, voted unanimously in favour of the CCAA Plans in respect of each of the Applicants.
15. On January 27, 2025, the Court-Appointed Mediator and Monitors filed the Second Amended and Restated CCAA Plans in respect of the Applicants. The Second Amended and Restated CCAA Plans introduced a provision expressly prohibiting the solicitation of PCCs under Section 8.4 (“**Non-Solicitation Provision**”):

8.4 No Solicitation of Pan-Canadian Claimants

No Persons other than the PCC Representative Counsel, their agent Epiq, the Claims Administrator, or any Person specifically authorized by any of the foregoing Persons or by the CCAA Court, shall solicit Pan-Canadian Claimants in order to assist them with the preparation or submission of their PCC Claim Packages under the PCC Compensation Plan.

The Second Amended and Restated CCAA Plans also introduced an analogous provision expressly prohibiting the solicitation of *Blais* Class Members under Section 7.6.

16. On January 29 to 31, 2025, the CCAA Court presided over the motions seeking, *inter alia*, Sanction Orders and CCAA Plan Administrator Appointment Orders for each of the Applicants. The CCAA Court held its decision in reserve.
17. On February 27, 2025, the Court-Appointed Mediator and Monitors filed the Third Amended and Restated CCAA Plans in respect of the Applicants, which continue to contain the Non-Solicitation Provision.
18. By Order dated March 3, 2025, the Honourable Chief Justice Morawetz approved the amendment to the Second Amended and Restated CCAA Plans.
19. On March 6, 2025, Chief Justice Morawetz issued his Endorsement, sanctioning the CCAA Plans. The Sanction Orders, dated March 6, 2025, were circulated to the Common Service List on March 20, 2025.

COMPENSATION FOR PCCS UNDER THE CCAA PLANS

20. The CCAA Plans allocate \$2.521 billion to the PCC Compensation Plan and \$1 billion to the Cy-Près Fund in settlement of the PCC Claims.
21. Under the CCAA Plans, the amounts allocated to PCCs suffering from certain tobacco-related diseases (“**PCC Compensable Diseases**”) will be distributed in accordance with the PCC Compensation Plan.
22. The PCC Compensation Plan was designed to be claimant-friendly, paper-based and straightforward for PCC-Claimants to complete the Claim Form and submit the Claim Package for consideration and approval by the Claims Administrator.
23. Under the PCC Compensation Plan, a PCC-Claimant’s diagnosis of a PCC Compensable Disease – Lung Cancer, Throat Cancer, or Emphysema/COPD (GOLD Grade III or IV) – must be confirmed through one of the following medical documents:

- (a) For cancer diagnosis: a pathology report confirming the PCC-Claimant was diagnosed with lung or throat cancer between March 8, 2015, and March 8, 2019 (inclusive);
 - (b) For Emphysema/COPD (GOLD Grade III or IV) diagnosis: a spirometry test report from between March 8, 2015, and March 8, 2019 (inclusive) showing a non-reversible FEV1 of less than 50% of the predicted value;
 - (c) if the PCC-Claimant is unable to submit a copy of a pathology report or a spirometry report, then other documents are acceptable, including:
 - i. A copy of an extract from a medical file;
 - ii. A completed Physician Form (attached as Appendix “E” to the PCC Compensation Plan); or
 - iii. A written statement from a Physician of the PCC-Claimant, or another physician having access to the medical record, confirming the diagnosis with one of the PCC Compensable Diseases, along with proof from the medical file.
24. For claims submitted by a Legal Representative (e.g. Power of Attorney or Estate Representative), a separate Claim Form includes a checklist of required documents to verify the Legal Representative’s authority to act on behalf of the PCC Claimant or estate, tailored to the jurisdiction of the PCC Claimant.

AGENT TO PCC REPRESENTATIVE COUNSEL FOR ASSISTING PCCS

25. Under the CCAA Plans (Section 1.1, Definitions), the Claims Administrator, Epiq Class Action Services Canada Inc. (“**Epiq**”), will (i) manage the overall administration of the individual claims process and perform all other duties and responsibilities assigned to it in regard to the PCC Compensation Plan, including acting as agent for the PCCs, and (ii) manage the overall administration of the individual claims process and perform all other duties and responsibilities assigned to it in regard to the Quebec Administration Plan.

26. Given the anticipated number of PCC-Claimants who will be eventually filing claims under the PCC Compensation Plan, on or about September 13, 2024, PCC Representative Counsel retained Epiq as Agent for the PCCs within the CCAA Proceedings to assist PCC-Claimants throughout the Claims Process. Attached hereto and marked as **Exhibit “D”** is a true copy of the September 13, 2024 retention letter authored by PCC Representative Counsel.
27. Since that date, Epiq has been acting as Agent for the PCCs. Epiq’s responsibilities as Agent include:
- (a) operating a bilingual call centre, official website and registration portal for claimants (www.TobaccoClaimsCanada.ca);
 - (b) assisting PCC-Claimants or their Legal Representatives in preparing Claim Packages, including assisting with obtaining medical records and providing commissioner of oaths services;
 - (c) providing support to PCC-Claimants before and throughout the Claims Process; and
 - (d) reporting to PCC Representative Counsel, the Mediator, and the Monitors.
28. Epiq as the Agent for PCC Representative Counsel will provide claimants with support throughout the Claims Process, free-of-charge to claimants. This is intended to reduce the need for third-party legal assistance and involvement of “form filler” lawyers, thereby maximizing the funds each approved PCC-Claimant will receive.
29. Under the CCAA Plans, all fees, costs, disbursements, and expenses incurred by PCC Representative Counsel throughout the Claims Process, including the services of advisors or agents like Epiq, will be paid directly by the Tobacco Companies. These costs will not be deducted from the PCC Compensation Plan Amount, and PCC Claimants will not be charged for any services of the Agent.
30. On October 17, 2024, Epiq launched a website in English and French (www.TobaccoClaimsCanada.ca) providing information about the PCC Compensation Plan and allowing PCCs or anyone interested to register for updates. Those who register will

receive important updates regarding the CCAA Proceedings, including when it's time to complete and submit a claim for compensation.

31. The website currently answers Frequently Asked Questions (FAQs), which are intended to provide accurate information to PCCs about the PCC Compensation Plan, eligibility requirements, how to eventually submit a claim for compensation and what documents will be required.
32. On October 18, 2024, Epiq also launched its call centre, which helps PCCs in English or French. PCCs or any individual with questions may contact Epiq at a toll-free number or by email, free of charge.
33. I am informed by Sarah-Jade Pauley, Senior Settlement Project Manager at Epiq, and verily believe that as of March 19, 2025, Epiq has received a total of 9,358 registrations from individuals who have signed up to receive updates regarding the CCAA Proceedings. This number does not take into account the 14,949 contacts Epiq received from Proactio – the agent for the Quebec Administration Plan – on Friday February 28, 2025, who are currently being imported into Epiq's system.
34. Thus, even before dissemination of any court-approved notice regarding the PCC Compensation Plan, over 24,000 individuals seek to be updated regarding the PCC Compensation Plan Claims Process.
35. I anticipate that claimants will seek out information, and that there will be significantly increased contact to Epiq, upon dissemination of the First Notice and implementation of the notice plan.

THE ATTORNEY GROUP SOLICITATIONS

Misleading and Unauthorized Solicitation by Attorney Group

36. On the evening of March 6, 2025, I was informed by email from Mr. Raymond Wagner, K.C., about the existence of a website purporting to provide representation for the “Canadian Tobacco Lawsuit” at the URL <https://claim.attorneygroup.com/canadian-tobacco-lawsuit/>

(“**Attorney Group Website**”). Attached hereto as **Exhibit “E”** are screenshots from the Attorney Group Website accessed by me on March 6 and 10, 2025.

37. I later determined via internet search that the Attorney Group Website is hosted by AIAG, LLC, carrying on business as Attorney Group, and its named principal, Mr. Anthony Johnson, and named incorporator, organizer and registered agent, Mr. Lyle Foster (collectively, “**Attorney Group**”).
38. I am informed by Dayna MacGillivray, paralegal at Wasgners, and verily believe that through further investigation, on or about March 7, 2025, Ms. MacGillivray uncovered online advertisements endorsed by Attorney Group through Meta’s ad library, which includes all advertisements currently running across Meta technologies like Facebook. These advertisements found through Meta’s ad library are hosted by Attorney Group and solicit PCCs. I am informed by Ms. MacGillivray and verily believe that she also came across the Facebook page titled “Tobacco Claims” at the following link: <https://www.facebook.com/TobaccoClaims/>, also hosted by Attorney Group. As of March 7, 2025, the Facebook page had 317 followers. Attached hereto as **Exhibit “F”** are further screenshots of the Facebook advertisements accessed through Meta’s ad library and “Tobacco Claims” homepage, accessed on March 10, 2025 (collectively, the Attorney Group Website and the Facebook page and advertisements are referenced herein as the “**Attorney Group Solicitations**”).
39. On March 10, 2025, I accessed the Terms of Use on the Attorney Group Website. The Terms of Use include disclaimers stating that its content may not reflect current legal developments, that it does not promise or guarantee confidentiality for communications sent via email or through the website, and that the company does not undertake to update material on the website to reflect subsequent legal or other developments. Attached hereto as **Exhibit “G”** are screenshots from the Terms of Use on the Attorney Group Website, accessed on March 10, 2025.
40. The Terms of Use on the Attorney Group Website also confirm that while initial consultations are free, personal injury matters are handled on a contingency fee basis. Which

would require PCC-Claimants to enter a financial arrangement by engaging with Attorney Group.

41. I am concerned that the above solicitations will result in PCCs unnecessarily entering into contingency fee agreements with Attorney Group. These agreements would reduce the compensation available to PCCs by requiring them to pay legal fees for services that are redundant and already provided by Epiq free of charge.

Request to Cease and Desist from Unauthorized Solicitation of PCCs

42. On March 7, 2025, I was copied on an email from Ms. MacGillivray, in which she sent a letter from Mr. Raymond Wagner, K.C., to Mr. Anthony Johnson, the named principal for Attorney Group and owner of Johnson Firm. The letter provided Mr. Johnson with a deadline of 12:00 pm EST on March 10, 2025, to remove the Attorney Group Solicitations, along with meeting other specified conditions. The letter was sent to the email address posted on the website <https://yourattorney.com> (“Johnson Firm Website”). A copy of the March 7, 2025 letter, with enclosures omitted, is attached as **Exhibit “H”**.
43. On March 10, 2025, after the 12:00 p.m. EST deadline had passed, I determined that the Attorney Group Solicitations remained active.
44. I am informed by Ms. MacGillivray and verily believe that on March 10, 2025, she further investigated Attorney Group on the Arkansas Secretary of State’s website. This search produced information indicating that Mr. Lyle D. Foster, of the law firm Hyden, Miron & Foster, PLLC, was the registered agent for Attorney Group. Mr. Foster’s direct contact information was obtained from the website of Hyden, Miron & Foster, PLLC (the “Foster Website”). Attached hereto and marked as **Exhibit “I”** are the details retrieved from the Arkansas Secretary of State’s website, accessed by Ms. MacGillivray on March 10, 2025.
45. That same day, I sent an email to Mr. Foster, copying his assistant as well as Mr. Johnson. This email included the same enclosures that had been sent to Mr. Johnson on March 7, 2025, and requested that Mr. Foster take immediate action to comply with the conditions outlined in the March 7, 2025 letter. Attached hereto and marked as **Exhibit “J”** is the March 10, 2025 email I sent to Mr. Foster, with attachments omitted.

46. As the Attorney Group Solicitations had not been taken down, on March 10, 2025, I attempted to call Mr. Johnson at the phone number listed on the Johnson Firm Website. There was no answer, so I left a voicemail identifying myself and requesting the immediate removal of the Attorney Group Solicitations.
47. That same date, I also attempted to call Mr. Foster at the number provided on the Foster Website. There was no answer, so I left a voicemail identifying myself and requesting the immediate removal of the Attorney Group Solicitations.
48. On March 11, 2025, I received an email from Mr. Johnson stating: “The pages have been taken down.” The email chain reveals that Mr. Foster had forwarded my March 10, 2025 email to Mr. Johnson, and stated: “We will take no action unless directed otherwise.” Attached hereto and marked as **Exhibit “K”** is the March 11, 2025 email I received from Mr. Johnson.
49. That same day, I confirmed that the Attorney Group Website had been taken down.
50. On March 11, 2025, I responded to Mr. Johnson’s email reiterating, *inter alia*, that all other Attorney Group Solicitations must also be removed. Mr. Foster was copied on this email. Attached hereto and marked as **Exhibit “L”** is the March 11, 2025 email I sent to Mr. Johnson and Mr. Foster.
51. I am informed by Ms. MacGillivray and verily believe that on March 18, 2025, the Facebook page “Tobacco Claims” located at <https://www.facebook.com/TobaccoClaims/> along with some of the associated online advertisements sponsored by Attorney Group had been taken down.
52. On March 19, 2025, I sent an email to Mr. Johnson and Mr. Foster requesting the immediate removal of the remaining Attorney Group Solicitations, which consist of three “active” Facebook advertisements. The email provided a deadline of 1:30 pm EST on March 19, 2025, to remove the remaining Attorney Group Solicitations, along with meeting other specified conditions. Attached hereto and marked as **Exhibit “M”** is the March 19, 2025 email I sent to Mr. Johnson and Mr. Foster.

53. On March 19, 2025, after the 1:30 p.m. EST deadline had passed, I determined the remaining Attorney Group Solicitations remained active.
54. On the evening of March 19, 2025, I received an email from Mr. Johnson, copying Mr. Foster, stating “Meta ads have been down since last email and status has not changed.” Attached hereto and marked as **Exhibit “N”** is the March 19, 2025 email I received from Mr. Johnson and Mr. Foster.
55. I am informed by Ms. MacGillivray and verily believe that as of March 20, 2025, the remaining Attorney Group Solicitations consisting of three Facebook advertisements remained in “active” status on the Meta ad library.
56. On March 20, 2025, I responded to Mr. Johnson’s email, copying Mr. Foster, informing him that Attorney Group’s sponsored Meta ads have not been removed and remain “active”. Attached hereto and marked as **Exhibit “O”** is the March 20, 2025 email I sent to Mr. Johnson and Mr. Foster.

OTHER UNAUTHORIZED SOLICITATIONS OF PCCs

57. The unauthorized solicitation of PCCs by unauthorized third parties is not an isolated occurrence. In addition to the Attorney Group, PCC Representative Counsel has become aware of similar infringing activity by other entities.
58. For instance, on March 3, 2025, I was informed by Rob Cunningham, Senior Policy Analyst at the Canadian Cancer Society, of a website purporting to offer legal representation for the “Tobacco Settlement Canada” at www.TobaccoClaims.ca (“**Shine Website**”) (an almost identical URL to the official Agent’s website: www.TobaccoClaimsCanada.ca).
59. The Shine Website falsely suggested that it provided experienced legal representation for PCCs in connection with the PCC Compensation Plan, misleading claimants regarding eligibility requirements and the necessity of retaining paid legal services.
60. Following an internet search, it was determined that Shine Legal was operated by BTC TCB, LLC, carrying on business as Shine Legal Network, and its principal, Mr. Brian Cheaney, out of Tampa, Florida.

61. On March 4, 2025, PCC Representative Counsel sent a letter by email to Mr. Brian Cheaney, the Registered Agent for Shine Legal Network, demanding the immediate removal of the Shine Website and associated solicitations. Attached hereto and marked as **Exhibit “P”** is a copy of the March 4, 2025 letter to Mr. Cheaney.
62. Not having received a response, on March 5, 2025, PCC Representative Counsel had the letter sent via courier to Mr. Cheaney in Tampa, Florida, and received confirmation that date that the letter had been delivered and signed for by Mr. Cheaney.
63. On March 7, 2025, Mr. Cheaney confirmed compliance by email with the demands in the March 4, 2025 letter and confirmed that the infringing website had been taken down. Attached hereto and marked as **Exhibit “Q”** is a copy of the email received by Mr. Cheaney.
64. The existence of multiple unauthorized solicitations, including those by Actis, Shine Legal and Attorney Group, suggests that additional third parties will likely attempt to solicit PCCs. Given the compensation amounts under the PCC Compensation Plan, I believe there is a real and foreseeable risk of further misleading solicitations of PCCs, which will likely increase as formal notice of the PCC Compensation Plan is disseminated and the Claims Process begins. I believe this also to be true in relation to the solicitation of *Blais* Class Members in relation to the Quebec Administration Plan.

INJUNCTIVE RELIEF

Serious and Irreparable Harm to PCCs and the Claims Process

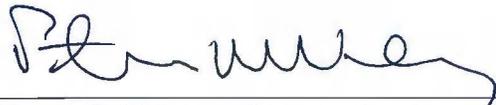
65. I am concerned that the existence and continued operation of the Attorney Group Solicitations, and the advent of other unauthorized solicitations, will:
 - (a) Mislead PCCs into signing unnecessary contingency fee agreements, causing irreparable financial harm that cannot be undone, ultimately reducing their compensation;
 - (b) Deprive PCCs of accurate, official information by directing them away from the official PCC Compensation Plan website;

- (c) Create confusion about eligibility and important dates and deadlines under the PCC Compensation Plan;
- (d) Create general confusion about the Claims Processes under the PCC Compensation Plan as well as the Quebec Administration Plan; and
- (e) Interfere with the administration of the PCC Compensation Plan, which is designed to ensure a fair, transparent, and cost-free process for claimants.

UNDERTAKING

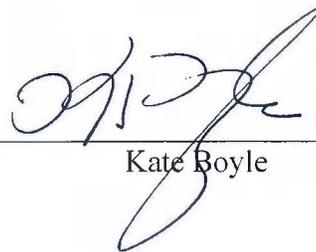
- 66. I am aware that, pursuant to Rule 40.03 of the Ontario Rules of Civil Procedure, the moving party on a motion for an interlocutory injunction or mandatory order is required to undertake to abide by any order concerning damages that the court may make if it is ultimately determined that the granting of the order caused damage to the responding party for which the moving party ought to compensate the responding party.
- 67. I respectfully request that this requirement be dispensed with in this matter. The nature of the relief sought in this motion does not give rise to a realistic risk of damages to the responding party, and it would be unnecessary to impose such an undertaking in the circumstances.

AFFIRMED BEFORE ME at the City of)
 Halifax, in the Province of Nova Scotia on the)
 21st day of March, 2025.)
)
)
)
)
)
)



 A Notary Public in and for the Province)
 of Nova Scotia)

PETER C. McVEY, K.C.
 A Barrister of the Supreme
 Court of Nova Scotia



 Kate Boyle

This is Exhibit "A" referred to in the
Affidavit of Kate Boyle affirmed
before me on the 21st day of
March, 2025.



Signature

PETER C. McVEY, K.C.
A Barrister of the Supreme
Court of Nova Scotia

November 25 and November 26, 2019 and the affidavit of service of Robert Nicholls sworn November 27, 2019.

1. **THIS COURT ORDERS** that the timing and method of service and filing of this motion is hereby abridged and validated such that the motion is properly returnable today and this Court hereby dispenses with further service of this motion and of this Order.

2. **THIS COURT ORDERS** that capitalized terms not otherwise defined in this Order shall have the meaning given to them in the Sixth Report.

3. **THIS COURT ORDERS** that The Law Practice of Wagner & Associates, Inc. (the "**Representative Counsel**") be and is hereby appointed to represent in these proceedings the TRW Claimants as defined in Schedule "A" hereto, which definition may be amended following consultation among the Court-Appointed Mediator, the Tobacco Monitors and Representative Counsel and as approved by further order of this Court.

4. **THIS COURT ORDERS** that, subject to further order of this Court, Representative Counsel shall represent the interests of the TRW Claimants as set out in paragraph 5 below without any obligation to consult with or seek individual instructions from those on whose behalf they have been appointed to represent, provided however, that Representative Counsel is hereby authorized, but not obligated, to establish a committee (the "**Representative Committee**") on such terms as may be agreed to by the Court-Appointed Mediator and the Tobacco Monitors or established by further order of this Court.

5. **THIS COURT ORDERS** that Representative Counsel be and is hereby authorized to take all steps and to perform all acts necessary or desirable to carry out the terms of this Order, including, without limitation, by:

- (a) participating in and negotiating on behalf of the TRW Claimants in the Mediation;

- (b) working with the Court-Appointed Mediator and the Tobacco Monitors to develop a process for the identification of valid and provable claims of TRW Claimants, and as appropriate, addressing such claims in the Mediation or the CCAA Proceedings;
- (c) responding to inquiries from TRW Claimants in the CCAA Proceedings; and
- (d) performing such other actions as approved by this Court.

For greater certainty, nothing in this Order shall be construed as determining the validity of any claims of any TRW Claimants.

6. **THIS COURT ORDERS** that Representative Counsel be and is hereby authorized, at its discretion, on such terms as may be consented to by the Court-Appointed Mediator and the Tobacco Monitors or further order of this Court to retain and consult with subject area experts and other professional and financial advisors as the Representative Counsel may consider necessary to assist it with the discharge of its mandate.

7. **THIS COURT ORDERS** that paragraphs 36 and 38 of the Second Amended and Restated Initial Order are hereby amended and are deemed from and after the date hereof to include Representative Counsel as appointed herein among the parties who shall be paid their reasonable professional fees and disbursements in each case on an hourly basis, from and after the date of this Order and among those who benefit from the Administration Charge as defined therein and shall be paid by the Applicants in accordance with an agreement among the Applicants.

8. **THIS COURT ORDERS** that Representative Counsel shall not be liable for any act or omission in respect of their appointment or the fulfillment of their duties in carrying out the provisions of this Order, other than for gross negligence or willful misconduct. No action or

other proceedings shall be commenced against Representative Counsel in respect of alleged gross negligence or willful misconduct, except with prior leave of this Court on at least 7 days' notice to Representative Counsel and upon such further order as this Court may make in respect of security for costs to be given by the plaintiff for the costs of the Representative Counsel in connection with any such action or proceeding.

9. **THIS COURT ORDERS** that the Representative Counsel may from time to time apply to this Court for advice and directions in respect of their appointment or the fulfillment of their duties in carrying out the provisions of this Order, upon notice to the Applicants and the Tobacco Monitors and to other interested parties, unless otherwise ordered by this Court.



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ON / BOOK NO:
LE / DANS LE REGISTRE NO:

DEC 11 2019

PER / PAR: 

(C) *Kenneth Knight v. Imperial Tobacco*, Court File No. L031300
(Vancouver, British Columbia).

"BAT Group" means, collectively, British American Tobacco p.l.c., B.A.T. International Finance p.l.c., B.A.T Industries p.l.c., British American Tobacco (Investments) Limited, Carreras Rothmans Limited or entities related to or affiliated with them other than the ITL Applicants and the ITCAN Subsidiaries.

"ITCAN Subsidiaries" means Imperial Tobacco Services Inc., Imperial Tobacco Products Limited, Marlboro Canada Limited, Cameo Inc., Medallion Inc., Allan Ramsay and Company Limited, John Player & Sons Ltd., Imperial Brands Ltd., 2004969 Ontario Inc., Construction Romir Inc., Genstar Corporation, Imasco Holdings Group, Inc., ITL (USA) limited, Genstar Pacific Corporation, Imasco Holdings Inc., Southward Insurance Ltd., Liggett & Myers Tobacco Company of Canada Limited or entities related to or affiliated with them other than the ITL Applicants and the BAT Group.

"JTIM Group" means the entities currently or formerly related to or affiliated with JTIM.

"PMI Group" means Phillip Morris International Inc. and all entities related to or affiliated with it, other than RBH.

"Tobacco Products" means any product made in whole or in part of tobacco that is intended for human consumption or use, including any component, part, or accessory of or used in connection with a tobacco product, including cigarettes, tobacco sticks (intended for smoking and requiring further preparation before they are smoked), loose tobacco intended for incorporation into cigarettes, cigars, cigarillos, pipe tobacco, kreteks, bidis and smokeless tobacco (including chewing tobacco, nasal snuff and oral snuff), but does not include Vapour Products.

"Vapour Products" means:

- (i) a device that produces emissions in the form of an aerosol and is intended to be brought to the mouth for inhalation of the aerosol without burning of (i) a substance or (ii) a mixture of substances;
- (ii) a part or accessory that may be used with those devices; and
- (iii) a substance or mixture of substances, whether or not it contains tobacco or nicotine, that is intended for use with or without those devices to produce emissions in the form of an aerosol without burning.

IN THE MATTER OF *THE COMPANIES' CREDITORS ARRANGEMENT ACT*, R.S.C.1985, c. C-36,
AS AMENDED AND IN THE MATTER OF A PLAN OF COMPROMISE OR ARRANGEMENT OF
IMPERIAL TOBACCO CANADA LIMITED AND IMPERIAL TOBACCO COMPANY LIMITED

Court File No. CV-19-616077-00CL



**ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)**

Proceeding commenced at Toronto

**ORDER
(RE APPOINTMENT OF
REPRESENTATIVE COUNSEL)**

DAVIES WARD PHILLIPS & VINEBERG LLP
155 Wellington Street West
Toronto, ON M5V 3J7

Jay Swartz (LSO #15417L)
Tel: 416.863.5502

Natasha MacParland (LSO #42383G)
Tel: 416.863.5567

Fax: 416.863.0871

Lawyers for FTI Consulting Canada Inc.



Court File No. CV-19-615862-00CL

**ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST**

in
~~MONDAY~~ *9/2/19*
FRIDAY, THE 6th

THE HONOURABLE)

MR. JUSTICE MCEWEN)

DAY OF DECEMBER, 2019

**IN THE MATTER OF THE *COMPANIES' CREDITORS ARRANGEMENT ACT*,
R.S.C. 1985 c. C-36, AS AMENDED**

**AND IN THE MATTER OF A PLAN OF COMPROMISE
OR ARRANGEMENT OF JTI-MACDONALD CORP.**

Applicant

**ORDER
(APPOINTMENT OF REPRESENTATIVE COUNSEL)**

THIS JOINT MOTION made by the "**Tobacco Monitors**", being Deloitte Restructuring Inc. in its capacity as court-appointed Monitor (the "**JTIM Monitor**") of JTI-Macdonald Corp. ("**JTIM**"), Ernst & Young Inc. in its capacity as court-appointed Monitor of Rothmans, Benson & Hedges Inc. ("**RBH**") and FTI Consulting Canada Inc. in its capacity as court-appointed Monitor of Imperial Tobacco Canada Limited and Imperial Tobacco Company Limited (collectively, the "**ITL Applicants**") and together with JTIM and RBH, the "**Applicants**") for advice and directions regarding an order appointing representative counsel in these proceedings was heard this day at 330 University Avenue, Toronto, Ontario,

ON READING the Joint Notice of Motion of the Tobacco Monitors dated November 25, 2019 including the Sixth Report of the JTIM Monitor dated November 26, 2019 (the "**Sixth Report**") filed, and on hearing the submissions of counsel for each of the Tobacco Monitors, the Applicants and such other counsel as were present, no one else appearing although duly served

as appears from the affidavits of service of Monique Sassi sworn November 25 and 26, 2019 and the affidavit of service of Melissa Feriozzo sworn December 2, 2019.

1. **THIS COURT ORDERS** that the timing and method of service and filing of this motion is hereby abridged and validated such that the motion is properly returnable today and this Court hereby dispenses with further service of this motion and of this Order.

2. **THIS COURT ORDERS** that capitalized terms not otherwise defined in this Order shall have the meaning given to them in the Sixth Report.

3. **THIS COURT ORDERS** that The Law Practice of Wagner & Associates, Inc. (the "**Representative Counsel**") be and is hereby appointed to represent in these proceedings the TRW Claimants as defined in Schedule "A" hereto, which definition may be amended following consultation among the Court-Appointed Mediator, the Tobacco Monitors and Representative Counsel and as approved by further order of this Court.

4. **THIS COURT ORDERS** that, subject to further order of this Court, Representative Counsel shall represent the interests of the TRW Claimants as set out in paragraph 5 below without any obligation to consult with or seek individual instructions from those on whose behalf they have been appointed to represent, provided however, that Representative Counsel is hereby authorized, but not obligated, to establish a committee (the "**Representative Committee**") on such terms as may be agreed to by the Court-Appointed Mediator and the Tobacco Monitors or established by further order of this Court.

5. **THIS COURT ORDERS** that Representative Counsel be and is hereby authorized to take all steps and to perform all acts necessary or desirable to carry out the terms of this Order, including, without limitation, by:

- (a) participating in and negotiating on behalf of the TRW Claimants in the Mediation;

- (b) working with the Court-Appointed Mediator and the Tobacco Monitors to develop a process for the identification of valid and provable claims of TRW Claimants and as appropriate, addressing such claims in the Mediation or the CCAA Proceedings;
- (c) responding to inquiries from TRW Claimants in the CCAA Proceedings; and
- (d) performing such other actions as approved by this Court.

For greater certainty, nothing in this Order shall be construed as determining the validity of any claims of any TRW Claimants.

6. **THIS COURT ORDERS** that Representative Counsel be and is hereby authorized, at its discretion, on such terms as may be consented to by the Court-Appointed Mediator and the Tobacco Monitors or further order of this Court to retain and consult with subject area experts and other professional and financial advisors as the Representative Counsel may consider necessary to assist it with the discharge of its mandate.

7. **THIS COURT ORDERS** that paragraphs 38 and 40 of the JTIM Initial Order are hereby amended and are deemed from and after the date hereof to include Representative Counsel as appointed herein among the parties who shall be paid their reasonable professional fees and disbursements in each case on an hourly basis, from and after the date of this Order and among those who benefit from the Administration Charge as defined therein and shall be paid by the Applicants in accordance with an agreement among the Applicants.

8. **THIS COURT ORDERS** that Representative Counsel shall not be liable for any act or omission in respect of their appointment or the fulfillment of their duties in carrying out the provisions of this Order, other than for gross negligence or willful misconduct. No action or other proceedings shall be commenced against Representative Counsel in respect of alleged gross negligence or willful misconduct, except with prior leave of this Court, on at least 7 days' notice to

Representative Counsel and upon such further order as this Court may make in respect of security for costs to be given by the plaintiff for the costs of the Representative Counsel in connection with any such action or proceeding.

9. **THIS COURT ORDERS** that the Representative Counsel may from time to time apply to this Court for advice and directions in respect of their appointment or the fulfillment of their duties in carrying out the provisions of this Order, upon notice to the Applicants and the Tobacco Monitors and to other interested parties, unless otherwise ordered by this Court.

A handwritten signature in black ink, appearing to be 'M. J. T.', written over a horizontal line.

ENTERED AT / INSCRIT À TORONTO
ON / BOOK NO:
LE / DANS LE REGISTRE NO:

DEC 10 2019

PER / PAR:

AC

Schedule "A"

Definition of TRW Claimants

"**TRW Claimants**" means all individuals (including their respective successors, heirs, assigns, litigation guardians and designated representatives under applicable provincial family law legislation) who assert or may be entitled to assert a claim or cause of action as against one or more of the Applicants, the ITCAN subsidiaries, the BAT Group, the JTIM Group or the PMI Group, each as defined below, or persons indemnified by such entities, in respect of:

- (i) the development, manufacture, importation, production, marketing, advertising, distribution, purchase or sale of Tobacco Products (defined below),
- (ii) the historical or ongoing use of or exposure to Tobacco Products; or
- (iii) any representation in respect of Tobacco Products,

in Canada or in the case of the Applicants, anywhere else in the world, including, without limitation, claims for contribution or indemnity, personal injury or tort damages, restitutionary recovery, non-pecuniary damages or claims for recovery grounded in provincial consumer protection legislation but specifically excluding claims:

- (i) in any person's capacity as a trade supplier, contract counterparty, employee, pensioner, or retiree;
- (ii) captured by any of the following commercial class actions:
 - (A) *The Ontario Flue-Cured Tobacco Growers' Marketing Board v. JTI-Macdonald Corp.*, Court File No. 64462 CP (London, Ontario);
 - (B) *The Ontario Flue-Cured Tobacco Growers' Marketing Board v. Rothmans, Benson & Hedges Inc.*, Court File No. 1056/10CP (London, Ontario);
 - (C) *The Ontario Flue-Cured Tobacco Growers' Marketing Board v. Imperial Tobacco Canada Ltd.*, Court File No. 64757 CP (London, Ontario);
- (iii) captured by any of the following class actions:
 - (A) *Conseil québécois sur le tabac et la santé et al. v. JTI-Macdonald Corp. et al.*, Court File No. 500-06-000076-980 (Montreal, Quebec);
 - (B) *Cécilia Létourneau et al. v. Imperial Tobacco Canada Ltd., et al.*, Court File No. 500-06-000070-983 (Montreal, Quebec);
 - (C) *Kenneth Knight v. Imperial Tobacco*, Court File No. L031300 (Vancouver, British Columbia).

"BAT Group" means, collectively, British American Tobacco p.l.c., B.A.T. International Finance p.l.c., B.A.T Industries p.l.c., British American Tobacco (Investments) Limited, Carreras Rothmans Limited or entities related to or affiliated with them other than the ITL Applicants and the ITCAN Subsidiaries.

"ITCAN Subsidiaries" means Imperial Tobacco Services Inc., Imperial Tobacco Products Limited, Marlboro Canada Limited, Cameo Inc., Medallion Inc., Allan Ramsay and Company Limited, John Player & Sons Ltd., Imperial Brands Ltd., 2004969 Ontario Inc., Construction Romir Inc., Genstar Corporation, Imasco Holdings Group, Inc., ITL (USA) limited, Genstar Pacific Corporation, Imasco Holdings Inc., Southward Insurance Ltd., Liggett & Myers Tobacco Company of Canada Limited or entities related to or affiliated with them other than the ITL Applicants and the BAT Group.

"JTIM Group" means the entities currently or formerly related to or affiliated with JTIM.

"PMI Group" means Phillip Morris International Inc. and all entities related to or affiliated with it, other than RBH.

"Tobacco Products" means any product made in whole or in part of tobacco that is intended for human consumption or use, including any component, part, or accessory of or used in connection with a tobacco product, including cigarettes, tobacco sticks (intended for smoking and requiring further preparation before they are smoked), loose tobacco intended for incorporation into cigarettes, cigars, cigarillos, pipe tobacco, kreteks, bidis and smokeless tobacco (including chewing tobacco, nasal snuff and oral snuff), but does not include Vapour Products.

"Vapour Products" means:

- (i) a device that produces emissions in the form of an aerosol and is intended to be brought to the mouth for inhalation of the aerosol without burning of (i) a substance or (ii) a mixture of substances;
- (ii) a part or accessory that may be used with those devices; and
- (iii) a substance or mixture of substances, whether or not it contains tobacco or nicotine, that is intended for use with or without those devices to produce emissions in the form of an aerosol without burning

IN THE MATTER OF THE COMPANIES' CREDITORS ARRANGEMENT ACT, R.S.C. 1985, c. C-36, AS AMENDED
AND IN THE MATTER OF A PLAN OF COMPROMISE OR ARRANGEMENT OF **JTI-MACDONALD CORP.**

Court File No. CV-19-615862-00CL

**ONTARIO
SUPERIOR COURT OF JUSTICE**

PROCEEDING COMMENCED AT
TORONTO

**ORDER
(RE APPOINTMENT OF REPRESENTATIVE COUNSEL)**

Blake, Cassels & Graydon LLP
Barristers & Solicitors
199 Bay Street
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chris.burr@blakes.com

Lawyers for the JTIM Monitor

ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST

menon ahm

THE HONOURABLE)
)
MR. JUSTICE MCEWEN)

~~FRIDAY, THE 6th~~

DAY OF DECEMBER, 2019

IN THE MATTER OF THE COMPANIES' CREDITORS ARRANGEMENT ACT,
R.S.C. 1985 c. C-36, AS AMENDED

AND IN THE MATTER OF A PLAN OF COMPROMISE
OR ARRANGEMENT OF ROTHMANS, BENSON & HEDGES INC.

Applicant



ORDER

(APPOINTMENT OF REPRESENTATIVE COUNSEL)

THIS JOINT MOTION made by the "Tobacco Monitors" being Ernst & Young Inc. in its capacity as court-appointed Monitor (the "**RBH Monitor**") of Rothmans, Benson & Hedges Inc. ("**RBH**"), Deloitte Restructuring Inc. in its capacity as court-appointed Monitor of JTI-Macdonald Corp. ("**JTIM**") and FTI Consulting Canada Inc. in its capacity as court-appointed Monitor of Imperial Tobacco Canada Limited and Imperial Tobacco Company Limited (collectively, the "**ITL Applicants**" and together with RBH and JTIM, the "**Applicants**") for advice and directions regarding an order appointing representative counsel in these proceedings was heard this day at 330 University Avenue, Toronto, Ontario,

ON READING the Joint Notice of Motion of the Tobacco Monitors dated November 25, 2019 including the Fourth Report to Court of the RBH Monitor dated November 26, 2019 (the "**Fourth Report**") filed, and on hearing the submissions of counsel for each of the Tobacco Monitors, the Applicants and such other counsel as were present, no one else appearing although

duly served as appears from the affidavits of service of Monique Sassi sworn November 25 and November 26, 2019.

1. **THIS COURT ORDERS** that the timing and method of service and filing of this motion is hereby abridged and validated such that the motion is properly returnable today and this Court hereby dispenses with further service of this motion and of this Order.

2. **THIS COURT ORDERS** that capitalized terms not otherwise defined in this Order shall have the meaning given to them in the Fourth Report.

3. **THIS COURT ORDERS** that The Law Practice of Wagner & Associates, Inc. (the "**Representative Counsel**") be and is hereby appointed to represent in these proceedings the TRW Claimants as defined in Schedule "A" hereto, which definition may be amended following consultation among the Court-Appointed Mediator, the Tobacco Monitors and Representative Counsel and as approved by further order of this Court.

4. **THIS COURT ORDERS** that, subject to further order of this Court, Representative Counsel shall represent the interests of the TRW Claimants as set out in paragraph 5 below without any obligation to consult with or seek individual instructions from those on whose behalf they have been appointed to represent, provided however, that Representative Counsel is hereby authorized, but not obligated, to establish a committee (the "**Representative Committee**") on such terms as may be agreed to by the Court-Appointed Mediator and the Tobacco Monitors or established by further order of this Court.

5. **THIS COURT ORDERS** that Representative Counsel be and is hereby authorized to take all steps and to perform all acts necessary or desirable to carry out the terms of this Order, including, without limitation, by:

- (a) participating in and negotiating on behalf of the TRW Claimants in the Mediation;

- (b) working with the Court-Appointed Mediator and the Tobacco Monitors to develop a process for the identification of valid and provable claims of TRW Claimants and as appropriate, addressing such claims in the Mediation or the CCAA Proceedings;
- (c) responding to inquiries from TRW Claimants in the CCAA Proceedings; and
- (d) performing such other actions as approved by this Court.

For greater certainty, nothing in this Order shall be construed as determining the validity of any claims of any TRW Claimants.

6. **THIS COURT ORDERS** that Representative Counsel be and is hereby authorized, at its discretion, on such terms as may be consented to by the Court-Appointed Mediator and the Tobacco Monitors or further order of this Court to retain and consult with subject area experts and other professional and financial advisors as the Representative Counsel may consider necessary to assist it with the discharge of its mandate.

7. **THIS COURT ORDERS** that paragraphs 36 and 38 of the RBH Initial Order are hereby amended and are deemed from and after the date hereof to include Representative Counsel as appointed herein among the parties who shall be paid their reasonable professional fees and disbursements in each case on an hourly basis, from and after the date of this Order and among those who benefit from the Administration Charge as defined therein and shall be paid by the Applicants in accordance with an agreement among the Applicants.

8. **THIS COURT ORDERS** that Representative Counsel shall not be liable for any act or omission in respect of their appointment or the fulfillment of their duties in carrying out the provisions of this Order, other than for gross negligence or willful misconduct. No action or other proceedings shall be commenced against Representative Counsel in respect of alleged gross negligence or willful misconduct, except with prior leave of this Court on at least 7 days'

notice to Representative Counsel and upon such further order as this Court may make in respect of security for costs to be given by the plaintiff for the costs of the Representative Counsel in connection with any such action or proceeding.

9. **THIS COURT ORDERS** that the Representative Counsel may from time to time apply to this Court for advice and directions in respect of their appointment or the fulfillment of their duties in carrying out the provisions of this Order, upon notice to the Applicants and the Tobacco Monitors and to other interested parties, unless otherwise ordered by this Court.

A handwritten signature in black ink, appearing to be 'm. i. s.', is written over a horizontal line.

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ON / BOOK NO:
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PER / PAR: 

Schedule "A"

Definition of TRW Claimants

"**TRW Claimants**" means all individuals (including their respective successors, heirs, assigns, litigation guardians and designated representatives under applicable provincial family law legislation) who assert or may be entitled to assert a claim or cause of action as against one or more of the Applicants, the ITCAN subsidiaries, the BAT Group, the JTIM Group or the PMI Group, each as defined below, or persons indemnified by such entities, in respect of:

- (i) the development, manufacture, importation, production, marketing, advertising, distribution, purchase or sale of Tobacco Products (defined below),
- (ii) the historical or ongoing use of or exposure to Tobacco Products; or
- (iii) any representation in respect of Tobacco Products,

in Canada or in the case of the Applicants, anywhere else in the world, including, without limitation, claims for contribution or indemnity, personal injury or tort damages, restitutionary recovery, non-pecuniary damages or claims for recovery grounded in provincial consumer protection legislation but specifically excluding claims:

- (i) in any person's capacity as a trade supplier, contract counterparty, employee, pensioner, or retiree;
- (ii) captured by any of the following commercial class actions:
 - (A) *The Ontario Flue-Cured Tobacco Growers' Marketing Board v. JTI-Macdonald Corp.*, Court File No. 64462 CP (London, Ontario);
 - (B) *The Ontario Flue-Cured Tobacco Growers' Marketing Board v. Rothmans, Benson & Hedges Inc.*, Court File No. 1056/10CP (London, Ontario);
 - (C) *The Ontario Flue-Cured Tobacco Growers' Marketing Board v. Imperial Tobacco Canada Ltd.*, Court File No. 64757 CP (London, Ontario);
- (iii) captured by any of the following class actions:
 - (A) *Conseil québécois sur le tabac et la santé et al. v. JTI-Macdonald Corp. et al.*, Court File No. 500-06-000076-980 (Montreal, Quebec);
 - (B) *Cécilia Létourneau et al. v. Imperial Tobacco Canada Ltd., et al.*, Court File No. 500-06-000070-983 (Montreal, Quebec);

(C) *Kenneth Knight v. Imperial Tobacco*, Court File No. L031300
(Vancouver, British Columbia).

"BAT Group" means, collectively, British American Tobacco p.l.c., B.A.T. International Finance p.l.c., B.A.T Industries p.l.c., British American Tobacco (Investments) Limited, Carreras Rothmans Limited or entities related to or affiliated with them other than the ITL Applicants and the ITCAN Subsidiaries.

"ITCAN Subsidiaries" means Imperial Tobacco Services Inc., Imperial Tobacco Products Limited, Marlboro Canada Limited, Cameo Inc., Medallion Inc., Allan Ramsay and Company Limited, John Player & Sons Ltd., Imperial Brands Ltd., 2004969 Ontario Inc., Construction Romir Inc., Genstar Corporation, Imasco Holdings Group, Inc., ITL (USA) limited, Genstar Pacific Corporation, Imasco Holdings Inc., Southward Insurance Ltd., Liggett & Myers Tobacco Company of Canada Limited or entities related to or affiliated with them other than the ITL Applicants and the BAT Group.

"JTIM Group" means the entities currently or formerly related to or affiliated with JTIM.

"PMI Group" means Phillip Morris International Inc. and all entities related to or affiliated with it, other than RBH.

"Tobacco Products" means any product made in whole or in part of tobacco that is intended for human consumption or use, including any component, part, or accessory of or used in connection with a tobacco product, including cigarettes, tobacco sticks (intended for smoking and requiring further preparation before they are smoked), loose tobacco intended for incorporation into cigarettes, cigars, cigarillos, pipe tobacco, kreteks, bidis and smokeless tobacco (including chewing tobacco, nasal snuff and oral snuff), but does not include Vapour Products.

"Vapour Products" means:

- (i) a device that produces emissions in the form of an aerosol and is intended to be brought to the mouth for inhalation of the aerosol without burning of (i) a substance or (ii) a mixture of substances;
- (ii) a part or accessory that may be used with those devices; and
- (iii) a substance or mixture of substances, whether or not it contains tobacco or nicotine, that is intended for use with or without those devices to produce emissions in the form of an aerosol without burning

IN THE MATTER OF THE COMPANIES' CREDITORS ARRANGEMENT ACT, R.S.C. 1985, c. C-36, AS AMENDED
AND IN THE MATTER OF A PLAN OF COMPROMISE OR ARRANGEMENT OF ROTHMANS, BENSON & HEDGES INC.

Court File No. CV-19-616779-00CL

ONTARIO
SUPERIOR COURT OF JUSTICE
PROCEEDING COMMENCED AT
TORONTO

ORDER
(RE APPOINTMENT OF REPRESENTATIVE COUNSEL)

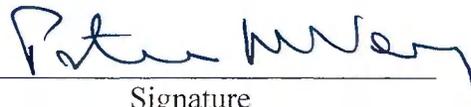
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Fax: 416.640.3144
jdietrich@cassels.com

Lawyers for the RBH Monitor

This is Exhibit "B" referred to in the
Affidavit of Kate Boyle affirmed
before me on the 21st day of
March, 2025.



Signature

PETER C. McVEY, K.C.
A Barrister of the Supreme
Court of Nova Scotia

ON READING the Joint Notice of Motion of the Tobacco Monitors dated November 13, 2024 (the “**Joint Motion Record**”) including the Twenty-Second Report to Court of the Imperial Monitor dated November 13, 2024 (the “**Twenty-Second Report**”) filed, and upon being advised by counsel to the Tobacco Monitors that no party has provided notice of objection to this motion for an amendment and restatement of the Representative Counsel Order although duly served as appears from the affidavits of service of Jasman Singh Gill sworn November 13, 2024.

SERVICE

1. **THIS COURT ORDERS** that the timing and method of service and filing of this motion is hereby abridged and validated such that the motion is properly returnable today and this Court hereby dispenses with further service of this motion and of this Order.
2. **THIS COURT ORDERS** that capitalized terms not otherwise defined in this Order shall have the meanings given to them in the Twenty-Second Report, or the CCAA Plan in respect of Imperial.
3. **THIS COURT ORDERS** that, effective as of the date hereof, the Representative Counsel Order be and hereby is amended and restated in the form attached as Appendix “A” hereto.

GENERAL

4. **THIS COURT HEREBY REQUESTS** the aid and recognition of any court, tribunal, regulatory or administrative body having jurisdiction in Canada or in the United States to give effect to this Order and to assist the Applicant in carrying out the terms of this Order. All courts, tribunals, regulatory and administrative bodies are hereby respectfully requested to make such orders and to

provide such assistance to the Applicant and its court-appointed monitor as may be necessary or desirable to give effect to this Order or assist in carrying out the terms of this Order.

A handwritten signature in blue ink, appearing to read "G.B. Morawetz C.J.", is written above a horizontal line.

Chief Justice G.B. Morawetz

Appendix "A"

Court File No. CV-19-616077-00CL

**ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST**

THE HONOURABLE)
)
MR. JUSTICE MCEWEN) MONDAY, THE 9th
) DAY OF DECEMBER, 2019

**IN THE MATTER OF THE *COMPANIES' CREDITORS ARRANGEMENT ACT*,
R.S.C. 1985 c. C-36, AS AMENDED**

**AND IN THE MATTER OF A PLAN OF COMPROMISE
OR ARRANGEMENT OF *IMPERIAL TOBACCO CANADA
LIMITED AND IMPERIAL TOBACCO COMPANY LIMITED***

Applicant

**AMENDED AND RESTATED ORDER
(APPOINTMENT OF PCC REPRESENTATIVE COUNSEL)**

THIS JOINT MOTION made by the “**Tobacco Monitors**” being Ernst & Young Inc. in its capacity as court-appointed Monitor of Rothmans, Benson & Hedges Inc. (“**RBH**”), Deloitte Restructuring Inc. in its capacity as court-appointed Monitor of JTI-Macdonald Corp. (“**JTIM**”) and FTI Consulting Canada Inc. in its capacity as court-appointed Monitor (the “**Imperial Monitor**”) of Imperial Tobacco Canada Limited and Imperial Tobacco Company Limited (collectively, “**Imperial**” and together with RBH and JTIM, the “**Applicants**”) for advice and directions regarding an order appointing representative counsel in these proceedings was heard this day at 330 University Avenue, Toronto, Ontario.

ON READING the Joint Notice of Motion of the Tobacco Monitors dated November 25, 2019 including the Sixth Report to Court of the Imperial Monitor dated November 26, 2019 (the “**Sixth Report**”) filed, and on hearing the submissions of counsel for each of the Tobacco Monitors, the Applicants and such other counsel as were present, no one else appearing although duly served as appears from the affidavits of service of Monique Sassi sworn November 25 and November 26, 2019 and the affidavit of service of Robert Nicholls sworn November 27, 2019.

1. **THIS COURT ORDERS** that the timing and method of service and filing of this motion is hereby abridged and validated such that the motion is properly returnable today and this Court hereby dispenses with further service of this motion and of this Order.

2. **THIS COURT ORDERS** that capitalized terms not otherwise defined in this Order (including in Schedule “A”) shall have the meanings given to them in the Twenty-Second Report to Court of the Imperial Monitor dated November 13, 2024, or the CCAA Plan in respect of Imperial.

3. **THIS COURT ORDERS** that The Law Practice of Wagner & Associates, Inc. (the “**PCC Representative Counsel**”) be and is hereby appointed to represent in these proceedings the Pan-Canadian Claimants as defined in Schedule “A” hereto, which definition may be amended following consultation among the Court-Appointed Mediator, the Tobacco Monitors and PCC Representative Counsel and as approved by further order of this Court.

4. **THIS COURT ORDERS** that, subject to further order of this Court, PCC Representative Counsel shall represent the interests of the Pan-Canadian Claimants as set out in paragraph 5 below without any obligation to consult with or seek individual instructions from those on whose behalf they have been appointed to represent, provided however, that PCC Representative Counsel is

hereby authorized, but not obligated, to establish a committee (the “**Representative Committee**”) on such terms as may be agreed to by the Court-Appointed Mediator and the Tobacco Monitors or established by further order of this Court.

5. **THIS COURT ORDERS** that PCC Representative Counsel be and is hereby authorized to take all steps and to perform all acts necessary or desirable to carry out the terms of this Order, including, without limitation, by:

- (a) participating in and negotiating on behalf of the Pan-Canadian Claimants in the Mediation;
- (b) working with the Court-Appointed Mediator and the Tobacco Monitors to develop a process for the identification of valid and provable claims of Pan-Canadian Claimants and as appropriate, addressing such claims in the Mediation or the CCAA Proceedings;
- (c) responding to inquiries from Pan-Canadian Claimants in the CCAA Proceedings;
- (d) taking all steps or actions and providing all services in connection with its duties both before and after the Plan Implementation Date, as applicable:
 - (i) in these CCAA Proceedings; and
 - (ii) subject to the implementation of the CCAA Plan:
 - a. under the CCAA Plan, including the PCC Compensation Plan; and
 - b. as may otherwise be required by the CCAA Plan Administrators; and

(e) performing such other actions as approved by this Court.

For greater certainty, nothing in this Order shall be construed as determining the validity of any claims of any Pan-Canadian Claimants.

6. **THIS COURT ORDERS** that PCC Representative Counsel be and is hereby authorized, at its discretion, on such terms as may be consented to by the Court-Appointed Mediator and the Tobacco Monitors, or, subject to the implementation of the CCAA Plan, the CCAA Plan Administrators following the Plan Implementation Date, or further order of this Court to retain and consult with subject area experts and other professional and financial advisors as the PCC Representative Counsel may consider necessary to assist it with the discharge of its mandate.

7. **THIS COURT ORDERS** that paragraphs 36 and 38 of the Second Amended and Restated Initial Order are hereby amended and are deemed from and after the date hereof to include PCC Representative Counsel as appointed herein among the parties who shall be paid its reasonable professional fees and disbursements in each case on an hourly basis, from and after the date of this Order and among those who benefit from the Administration Charge as defined therein and shall be paid by the Applicants in accordance with an agreement among the Applicants until the Plan Implementation Date.

8. **THIS COURT ORDERS** that, subject to the implementation of the CCAA Plan, all costs associated with the PCC Representative Counsel (including its advisors) after the Plan Implementation Date, shall be paid in accordance with the CCAA Plan.

9. **THIS COURT ORDERS** that PCC Representative Counsel shall not be liable for any act or omission in respect of its appointment or the fulfillment of its duties in carrying out the

provisions of this Order, other than for gross negligence or willful misconduct. No action or other proceedings shall be commenced against PCC Representative Counsel in respect of alleged gross negligence or willful misconduct, except with prior leave of this Court, on at least 7 days' notice to PCC Representative Counsel, and upon such further order as this Court may make in respect of security for costs to be given by the plaintiff for the costs of the PCC Representative Counsel in connection with any such action or proceeding.

10. **THIS COURT ORDERS** that the PCC Representative Counsel may from time to time apply to this Court for advice and directions in respect of its appointment or the fulfillment of its duties in carrying out the provisions of this Order, upon notice to the Applicants and the Tobacco Monitors (or, subject to the implementation of the CCAA Plan, the CCAA Plan Administrators after the Plan Implementation Date) and to other interested parties, unless otherwise ordered by this Court.

Chief Justice G.B. Morawetz

Schedule "A"

Definitions

For the purposes of this Schedule "A", capitalized terms not otherwise defined herein shall have the meaning given to them in the CCAA Plan (as defined below).

"Alternative Product" means (i) any device that produces emissions in the form of an aerosol and is intended to be brought to the mouth for inhalation of the aerosol without burning of (a) a substance; or (b) a mixture of substances; (ii) any substance or mixture of substances, whether or not it contains tobacco or nicotine, that is intended for use with or without those devices to produce emissions in the form of an aerosol without burning; (iii) any non-combustible tobacco (other than smokeless tobacco) or nicotine delivery product; or (iv) any component, part, or accessory of or used in connection with any such device or product referred to above.

"CCAA Plan", or **"Plan"**, means the Court-Appointed Mediator's and Monitor's plan of compromise and arrangement pursuant to the CCAA concerning, affecting and involving Imperial, including all Schedules thereto.

"Individuals" means all individuals residing in a Province or Territory of Canada.

"Pan-Canadian Claimants" or **"PCCs"**, means Individuals, excluding *Blais* Class Members and *Létourneau* Class Members in relation to QCAP Claims, who have asserted or may be entitled to assert a PCC Claim.

"PCC Claim" means any Claim of any Pan-Canadian Claimant that has been made or may in the future be asserted or made in whole or in part against or in respect of the Released Parties, or any one of them (either individually or with any other Person), that has been advanced, could have been advanced or could be advanced, whether on such Pan-Canadian Claimant's own account, or on their behalf, or on behalf of a certified or proposed class, to recover damages or any other remedy in respect of the development, design, manufacture, production, marketing, advertising, distribution, purchase or sale of Tobacco Products, including any representations or omissions in respect thereof, the historical or ongoing use of or exposure (whether directly or indirectly) to Tobacco Products or their emissions and the development of any disease or condition as a result thereof, whether existing or hereafter arising, in each case based on, arising from or in respect of any conduct, act, omission, transaction, duty, responsibility, indebtedness, liability, obligation, dealing, fact, matter or occurrence existing or taking place at or prior to the Effective Time (whether or not continuing thereafter) including, all Claims that have been advanced, could have been advanced or could be advanced in the following actions commenced by Individuals under provincial class proceedings legislation and actions commenced by Individuals, or in any other similar proceedings:

- (a) *Barbara Bourassa v. Imperial Tobacco Canada Limited et al.* (Supreme Court of British Columbia, Court File No. 10-2780 and Court File No. 14-4722);
- (b) *Roderick Dennis McDermid v. Imperial Tobacco Canada Limited et al.* (Supreme Court of British Columbia, Court File No. 10-2769);

- (c) *Linda Dorion v. Canadian Tobacco Manufacturers' Council et al.* (Alberta Court of Queen's Bench, Court File No. 0901-08964);
- (d) *Thelma Adams v. Canadian Tobacco Manufacturers' Council et al.* (Saskatchewan Court of Queen's Bench, Court File No. 916 of 2009);
- (e) *Deborah Kunta v. Canadian Tobacco Manufacturers' Council et al.* (Manitoba Court of Queen's Bench, Court File No. C109-01-61479);
- (f) *Suzanne Jacklin v. Canadian Tobacco Manufacturers' Council* (Ontario Superior Court of Justice, Court File No. 53794/12);
- (g) *Ben Semple v. Canadian Tobacco Manufacturers' Council et al.* (Supreme Court of Nova Scotia, Court File No. 312869);
- (h) *Victor Todd Sparkes v. Imperial Tobacco Canada Limited* (Newfoundland and Labrador Supreme Court - Trial Division, Court File No. 200401T2716 CP);
- (i) *Peter Stright v. Imperial Tobacco Canada Limited* (Supreme Court of Nova Scotia, Court File No. 177663);
- (j) *Ljubisa Spasic as estate trustee of Mirjana Spasic v. Imperial Tobacco Limited and Rothmans, Benson & Hedges Inc.* (Ontario Superior Court of Justice, Court File No. C17773/97);
- (k) *Ljubisa Spasic as estate trustee of Mirjana Spasic v. B.A.T. Industries P.L.C.* (Ontario Superior Court of Justice, Court File No. C18187/97);
- (l) *Ragoonanan v. Imperial Tobacco Canada Limited* (Ontario Superior Court of Justice, Court File No. 00-CV-183165-CP00);
- (m) *Scott Landry v. Imperial Tobacco Canada Limited* (Ontario Superior Court of Justice, Court File No. 1442/03);
- (n) *Joseph Battaglia v. Imperial Tobacco Canada Limited* (Ontario Superior Court of Justice, Court File No. 21513/97);
- (o) *Roland Bergeron v. Imperial Tobacco Canada Limited* (Quebec Superior Court, Court File No. 750-32-700014-163);
- (p) *Paradis, in personal capacity and on behalf of estate of Lorraine Trepanier v. Rothmans, Benson & Hedges Inc.* (Quebec Small Claims Court);
- (q) *Couture v. Rothmans, Benson & Hedges Inc.* (Quebec Superior Court); and

including any such Claim that is a Section 5.1(2) Claim or Section 19(2) Claim.

“Section 5.1(2) Claims” means any Claims against the Directors that:

- (a) arose before the commencement of the CCAA Proceeding;
- (b) relate to the obligations of Imperial where the Directors are by law liable in their capacity as Directors for the payment of such obligations; and
- (c) either relate to contractual rights of one or more creditors, or are based on allegations of misrepresentations made by Directors to creditors, or of wrongful or oppressive conduct by Directors.

“Section 19(2) Claims” means any Claims against Imperial that relate to any of the following debts or liabilities, present or future, to which Imperial is subject on the day on which the CCAA Proceeding commenced, or to which Imperial may become subject before the compromise or arrangement is sanctioned by reason of any obligation incurred by Imperial before the day on which the CCAA Proceeding commenced, unless the compromise or arrangement in respect of Imperial explicitly provides for the Claim’s compromise, and the creditor in relation to that debt has voted for the acceptance of the compromise or arrangement:

- (a) any fine, penalty, restitution order or other order similar in nature to a fine, penalty or restitution order, imposed by a court in respect of an offence;
- (b) any award of damages by a court in civil proceedings in respect of:
 - (i) bodily harm intentionally inflicted, or sexual assault, or
 - (ii) wrongful death resulting from an act referred to in subparagraph (i);
- (c) any debt or liability arising out of fraud, embezzlement, misappropriation or defalcation while acting in a fiduciary capacity or, in Quebec, as a trustee or an administrator of the property of others;
- (d) any debt or liability resulting from obtaining property or services by false pretences or fraudulent misrepresentation, other than a debt or liability of the company that arises from an equity claim; or
- (e) any debt for interest owed in relation to an amount referred to in any of paragraphs (a) to (d).

“Tobacco Product” means any product made in whole or in part of tobacco that is intended for human consumption or use, including any component, part, or accessory of or used in connection with a tobacco product, including cigarettes, tobacco sticks (intended for smoking and requiring further preparation before they are smoked), loose tobacco intended for incorporation into cigarettes, cigars, cigarillos, pipe tobacco, kreteks, bidis and smokeless tobacco (including chewing tobacco, nasal snuff and oral snuff), but does not include any Alternative Product.

Court File No: CV-19-616077-00CL

IN THE MATTER OF THE COMPANIES' CREDITORS ARRANGEMENT ACT, R.S.C. 1985, c. C-36, AS AMENDED
AND IN THE MATTER OF A PLAN OF COMPROMISE OR ARRANGEMENT OF IMPERIAL TOBACCO CANADA
LIMITED AND IMPERIAL TOBACCO COMPANY LIMITED

ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)

Proceeding commenced at Toronto

AMENDED AND RESTATED
APPOINTMENT OF REPRESENTATIVE COUNSEL ORDER

DAVIES WARD PHILLIPS & VINEBERG LLP
155 Wellington Street West
Toronto, On M5V 3J7

Natasha MacParland (LSO# 42383G)
Tel: 416.863.5567
Email: nmacparland@dwvpv.com

Chanakya A. Sethi (LSO# 63492T)
Tel: 416.863.5516
Email: csethi@dwvpv.com

*Lawyers for FTI Consulting Canada Inc., in its capacity as the Court-
appointed Monitor of Imperial Tobacco Canada Limited and Imperial
Tobacco Company Limited*

Court File No: CV-19-616077-00CL

**IN THE MATTER OF THE COMPANIES' CREDITORS ARRANGEMENT ACT, R.S.C. 1985, c. C-36, AS AMENDED
AND IN THE MATTER OF A PLAN OF COMPROMISE OR ARRANGEMENT OF IMPERIAL TOBACCO CANADA
LIMITED AND IMPERIAL TOBACCO COMPANY LIMITED**

**ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)**

Proceeding commenced at Toronto

**ORDER
(RE AMENDED APPOINTMENT OF REPRESENTATIVE
COUNSEL ORDER)**

DAVIES WARD PHILLIPS & VINEBERG LLP
155 Wellington Street West
Toronto, ON M5V 3J7

Natasha MacParland (LSO# 42383G)
Tel: 416.863.5567
Email: nmacparland@dwpv.com

Chanakya A. Sethi (LSO# 63492T)
Tel: 416.863.5516
Email: csethi@dwpv.com

*Lawyers for FTI Consulting Canada Inc., in its capacity as the
Court-appointed Monitor of Imperial Tobacco Canada Limited
and Imperial Tobacco Company Limited*



Court File No. CV-19-00615862-00CL

**ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST**

THE HONOURABLE CHIEF) FRIDAY, THE 22nd
)
JUSTICE MORAWETZ) DAY OF NOVEMBER, 2024

**IN THE MATTER OF THE *COMPANIES' CREDITORS ARRANGEMENT ACT*,
R.S.C. 1985 c. C-36, AS AMENDED**

**AND IN THE MATTER OF A PLAN OF COMPROMISE
OR ARRANGEMENT OF JTI-MACDONALD CORP.**

Applicant

ORDER

THIS JOINT MOTION made by the "**Tobacco Monitors**" being Ernst & Young Inc. in its capacity as court-appointed Monitor of Rothmans, Benson & Hedges Inc. ("**RBH**"), Deloitte Restructuring Inc. in its capacity as court-appointed Monitor (the "**JTIM Monitor**") of JTI-Macdonald Corp. ("**JTIM**") and FTI Consulting Canada Inc. in its capacity as court-appointed Monitor of Imperial Tobacco Canada Limited and Imperial Tobacco Company Limited (collectively, "**Imperial**" and together with RBH and JTIM, the "**Applicants**") for an order amending and restating the Appointment of Representative Counsel Order of Mr. Justice McEwen dated December 9, 2019 (the "**Representative Counsel Order**") was determined this day in writing at Toronto, Ontario.

ON READING the Joint Notice of Motion of the Tobacco Monitors dated November 13, 2024 (the "**Joint Motion Record**") including the Nineteenth Report to Court of the JTIM

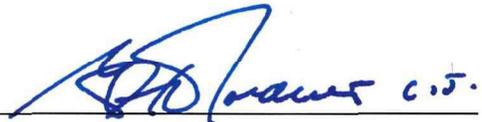
Monitor dated November 13, 2024 (the “**Nineteenth Report**”) filed, and upon being advised by counsel to the Tobacco Monitors that no party has provided notice of objection to this motion for an amendment and restatement of the Representative Counsel Order although duly served as appears from the affidavits of service of Jasman Singh Gill sworn November 13, 2024.

SERVICE

1. **THIS COURT ORDERS** that the timing and method of service and filing of this motion is hereby abridged and validated such that the motion is properly returnable today and this Court hereby dispenses with further service of this motion and of this Order.
2. **THIS COURT ORDERS** that capitalized terms not otherwise defined in this Order shall have the meanings given to them in the Nineteenth Report, or the CCAA Plan in respect of JTIM.
3. **THIS COURT ORDERS** that, effective as of the date hereof, the Representative Counsel Order be and hereby is amended and restated in the form attached as Appendix “A” hereto.

GENERAL

4. **THIS COURT HEREBY REQUESTS** the aid and recognition of any court, tribunal, regulatory or administrative body having jurisdiction in Canada or in the United States to give effect to this Order and to assist the Applicant in carrying out the terms of this Order. All courts, tribunals, regulatory and administrative bodies are hereby respectfully requested to make such orders and to provide such assistance to the Applicant and its court-appointed monitor as may be necessary or desirable to give effect to this Order or assist in carrying out the terms of this Order.



Chief Justice G.B. Morawetz

Appendix "A"

Court File No. CV-19-00615862-00CL

**ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST**

THE HONOURABLE)
)
MR. JUSTICE MCEWEN) MONDAY, THE 9th
 DAY OF DECEMBER, 2019

**IN THE MATTER OF THE *COMPANIES' CREDITORS ARRANGEMENT ACT*,
R.S.C. 1985 c. C-36, AS AMENDED**

**AND IN THE MATTER OF A PLAN OF COMPROMISE
OR ARRANGEMENT OF JTI-MACDONALD CORP.**

Applicant

**AMENDED AND RESTATED ORDER
(APPOINTMENT OF PCC REPRESENTATIVE COUNSEL)**

THIS JOINT MOTION made by the “**Tobacco Monitors**” being Ernst & Young Inc. in its capacity as court-appointed Monitor of Rothmans, Benson & Hedges Inc. (“**RBH**”), Deloitte Restructuring Inc. in its capacity as court-appointed Monitor (the “**JTIM Monitor**”) of JTI-Macdonald Corp. (“**JTIM**”) and FTI Consulting Canada Inc. in its capacity as court-appointed Monitor of Imperial Tobacco Canada Limited and Imperial Tobacco Company Limited (collectively, the “**ITL Applicants**” and together with RBH and JTIM, the “**Applicants**”) for advice and directions regarding an order appointing representative counsel in these proceedings was heard this day at 330 University Avenue, Toronto, Ontario.

ON READING the Joint Notice of Motion of the Tobacco Monitors dated November 25, 2019 including the Sixth Report to Court of the JTIM Monitor dated November 26, 2019 (the “**Sixth Report**”) filed, and on hearing the submissions of counsel for each of the Tobacco Monitors, the Applicants and such other counsel as were present, no one else appearing although duly served as appears from the affidavits of service of Monique Sassi sworn November 25 and November 26, 2019 and the affidavit of service of Melissa Feriozzo dated November 26, 2019.

1. **THIS COURT ORDERS** that the timing and method of service and filing of this motion is hereby abridged and validated such that the motion is properly returnable today and this Court hereby dispenses with further service of this motion and of this Order.

2. **THIS COURT ORDERS** that capitalized terms not otherwise defined in this Order (including in Schedule “A”) shall have the meanings given to them in the Nineteenth Report of the JTIM Monitor dated November 13, 2024, or the CCAA Plan in respect of JTIM.

3. **THIS COURT ORDERS** that The Law Practice of Wagner & Associates, Inc. (the “**PCC Representative Counsel**”) be and is hereby appointed to represent in these proceedings the Pan-Canadian Claimants as defined in Schedule “A” hereto, which definition may be amended following consultation among the Court-Appointed Mediator, the Tobacco Monitors and PCC Representative Counsel and as approved by further order of this Court.

4. **THIS COURT ORDERS** that, subject to further order of this Court, PCC Representative Counsel shall represent the interests of the Pan-Canadian Claimants as set out in paragraph 5 below without any obligation to consult with or seek individual instructions from those on whose behalf they have been appointed to represent, provided however, that PCC Representative Counsel is hereby authorized, but not obligated, to establish a committee (the “**Representative Committee**”)

on such terms as may be agreed to by the Court-Appointed Mediator and the Tobacco Monitors or established by further order of this Court.

5. **THIS COURT ORDERS** that PCC Representative Counsel be and is hereby authorized to take all steps and to perform all acts necessary or desirable to carry out the terms of this Order, including, without limitation, by:

- (a) participating in and negotiating on behalf of the Pan-Canadian Claimants in the Mediation;
- (b) working with the Court-Appointed Mediator and the Tobacco Monitors to develop a process for the identification of valid and provable claims of Pan-Canadian Claimants and as appropriate, addressing such claims in the Mediation or the CCAA Proceedings;
- (c) responding to inquiries from Pan-Canadian Claimants in the CCAA Proceedings;
- (d) taking all steps or actions and providing all services in connection with its duties both before and after the Plan Implementation Date, as applicable:
 - (i) in these CCAA Proceedings; and
 - (ii) subject to the implementation of the CCAA Plan:
 - a. under the CCAA Plan, including the PCC Compensation Plan; and
 - b. as may otherwise be required by the CCAA Plan Administrators.
- (e) performing such other actions as approved by this Court.

For greater certainty, nothing in this Order shall be construed as determining the validity of any claims of any Pan-Canadian Claimants.

6. **THIS COURT ORDERS** that PCC Representative Counsel be and is hereby authorized, at its discretion, on such terms as may be consented to by the Court-Appointed Mediator and the Tobacco Monitors, or, subject to the implementation of the CCAA Plan, the CCAA Plan Administrators following the Plan Implementation Date, or further order of this Court to retain and consult with subject area experts and other professional and financial advisors as the PCC Representative Counsel may consider necessary to assist it with the discharge of its mandate.

7. **THIS COURT ORDERS** that paragraphs 38 and 40 of the JTIM Initial Order are hereby amended and are deemed from and after the date hereof to include PCC Representative Counsel as appointed herein among the parties who shall be paid its reasonable professional fees and disbursements in each case on an hourly basis, from and after the date of this Order and among those who benefit from the Administration Charge as defined therein and shall be paid by the Applicants in accordance with an agreement among the Applicants until the Plan Implementation Date.

8. **THIS COURT ORDERS** that, subject to the implementation of the CCAA Plan, all costs associated with the PCC Representative Counsel (including its advisors) after the Plan Implementation Date shall be paid in accordance with the CCAA Plan.

9. **THIS COURT ORDERS** that PCC Representative Counsel shall not be liable for any act or omission in respect of its appointment or the fulfillment of its duties in carrying out the provisions of this Order, other than for gross negligence or willful misconduct. No action or other proceedings shall be commenced against PCC Representative Counsel in respect of alleged gross

negligence or willful misconduct, except with prior leave of this Court, on at least 7 days' notice to PCC Representative Counsel, and upon such further order as this Court may make in respect of security for costs to be given by the plaintiff for the costs of the PCC Representative Counsel in connection with any such action or proceeding.

10. **THIS COURT ORDERS** that the PCC Representative Counsel may from time to time apply to this Court for advice and directions in respect of its appointment or the fulfillment of its duties in carrying out the provisions of this Order, upon notice to the Applicants and the Tobacco Monitors (or, subject to the implementation of the CCAA Plan, the CCAA Plan Administrators after the Plan Implementation Date) and to other interested parties, unless otherwise ordered by this Court.

Chief Justice G.B. Morawetz

Schedule "A"

Definitions

For the purposes of this Schedule "A", capitalized terms not otherwise defined herein shall have the meaning given to them in the CCAA Plan (as defined below).

"Alternative Product" means (i) any device that produces emissions in the form of an aerosol and is intended to be brought to the mouth for inhalation of the aerosol without burning of (a) a substance; or (b) a mixture of substances; (ii) any substance or mixture of substances, whether or not it contains tobacco or nicotine, that is intended for use with or without those devices to produce emissions in the form of an aerosol without burning; (iii) any non-combustible tobacco (other than smokeless tobacco) or nicotine delivery product; or (iv) any component, part, or accessory of or used in connection with any such device or product referred to above.

"CCAA Plan", or **"Plan"**, means the Court-Appointed Mediator's and Monitor's plan of compromise and arrangement pursuant to the CCAA concerning, affecting and involving JTIM, including all Schedules thereto.

"Individuals" means all individuals residing in a Province or Territory of Canada.

"Pan-Canadian Claimants" or **"PCCs"**, means Individuals, excluding *Blais* Class Members and *Létourneau* Class Members in relation to QCAP Claims, who have asserted or may be entitled to assert a PCC Claim.

"PCC Claim" means any Claim of any Pan-Canadian Claimant that has been made or may in the future be asserted or made in whole or in part against or in respect of the Released Parties, or any one of them (either individually or with any other Person), that has been advanced, could have been advanced or could be advanced, whether on such Pan-Canadian Claimant's own account, or on their behalf, or on behalf of a certified or proposed class, to recover damages or any other remedy in respect of the development, design, manufacture, production, marketing, advertising, distribution, purchase or sale of Tobacco Products, including any representations or omissions in respect thereof, the historical or ongoing use of or exposure (whether directly or indirectly) to Tobacco Products or their emissions and the development of any disease or condition as a result thereof, whether existing or hereafter arising, in each case based on, arising from or in respect of any conduct, act, omission, transaction, duty, responsibility, indebtedness, liability, obligation, dealing, fact, matter or occurrence existing or taking place at or prior to the Effective Time (whether or not continuing thereafter) including, all Claims that have been advanced, could have been advanced or could be advanced in the following actions commenced by Individuals under provincial class proceedings legislation and actions commenced by Individuals, or in any other similar proceedings:

- (a) *Barbara Bourassa v. Imperial Tobacco Canada Limited et al.* (Supreme Court of British Columbia, Court File No. 10-2780 and Court File No. 14-4722);
- (b) *Roderick Dennis McDermid v. Imperial Tobacco Canada Limited et al.* (Supreme Court of British Columbia, Court File No. 10-2769);

- (c) *Linda Dorion v. Canadian Tobacco Manufacturers' Council et al.* (Alberta Court of Queen's Bench, Court File No. 0901-08964);
- (d) *Thelma Adams v. Canadian Tobacco Manufacturers' Council et al.* (Saskatchewan Court of Queen's Bench, Court File No. 916 of 2009);
- (e) *Deborah Kunta v. Canadian Tobacco Manufacturers' Council et al.* (Manitoba Court of Queen's Bench, Court File No. C109-01-61479);
- (f) *Suzanne Jacklin v. Canadian Tobacco Manufacturers' Council* (Ontario Superior Court of Justice, Court File No. 53794/12);
- (g) *Ben Semple v. Canadian Tobacco Manufacturers' Council et al.* (Supreme Court of Nova Scotia, Court File No. 312869);
- (h) *Victor Todd Sparkes v. Imperial Tobacco Canada Limited* (Newfoundland and Labrador Supreme Court - Trial Division, Court File No. 200401T2716 CP);
- (i) *Peter Stright v. Imperial Tobacco Canada Limited* (Supreme Court of Nova Scotia, Court File No. 177663);
- (j) *Ljubisa Spasic as estate trustee of Mirjana Spasic v. Imperial Tobacco Limited and Rothmans, Benson & Hedges Inc.* (Ontario Superior Court of Justice, Court File No. C17773/97);
- (k) *Ljubisa Spasic as estate trustee of Mirjana Spasic v. B.A.T. Industries P.L.C.* (Ontario Superior Court of Justice, Court File No. C18187/97);
- (l) *Ragoonanan v. Imperial Tobacco Canada Limited* (Ontario Superior Court of Justice, Court File No. 00-CV-183165-CP00);
- (m) *Scott Landry v. Imperial Tobacco Canada Limited* (Ontario Superior Court of Justice, Court File No. 1442/03);
- (n) *Joseph Battaglia v. Imperial Tobacco Canada Limited* (Ontario Superior Court of Justice, Court File No. 21513/97);
- (o) *Roland Bergeron v. Imperial Tobacco Canada Limited* (Quebec Superior Court, Court File No. 750-32-700014-163);
- (p) *Paradis, in personal capacity and on behalf of estate of Lorraine Trepanier v. Rothmans, Benson & Hedges Inc.* (Quebec Small Claims Court);
- (q) *Couture v. Rothmans, Benson & Hedges Inc.* (Quebec Superior Court); and

including any such Claim that is a Section 5.1(2) Claim or Section 19(2) Claim.

“Section 5.1(2) Claims” means any Claims against the Directors that:

- (a) arose before the commencement of the CCAA Proceeding;
- (b) relate to the obligations of JTIM where the Directors are by law liable in their capacity as Directors for the payment of such obligations; and
- (c) either relate to contractual rights of one or more creditors, or are based on allegations of misrepresentations made by Directors to creditors, or of wrongful or oppressive conduct by Directors.

“**Section 19(2) Claims**” means any Claims against JTIM that relate to any of the following debts or liabilities, present or future, to which JTIM is subject on the day on which the CCAA Proceeding commenced, or to which JTIM may become subject before the compromise or arrangement is sanctioned by reason of any obligation incurred by JTIM before the day on which the CCAA Proceeding commenced, unless the compromise or arrangement in respect of JTIM explicitly provides for the Claim’s compromise, and the creditor in relation to that debt has voted for the acceptance of the compromise or arrangement:

- (a) any fine, penalty, restitution order or other order similar in nature to a fine, penalty or restitution order, imposed by a court in respect of an offence;
- (b) any award of damages by a court in civil proceedings in respect of:
 - (i) bodily harm intentionally inflicted, or sexual assault, or
 - (ii) wrongful death resulting from an act referred to in subparagraph (i);
- (c) any debt or liability arising out of fraud, embezzlement, misappropriation or defalcation while acting in a fiduciary capacity or, in Quebec, as a trustee or an administrator of the property of others;
- (d) any debt or liability resulting from obtaining property or services by false pretences or fraudulent misrepresentation, other than a debt or liability of the company that arises from an equity claim; or
- (e) any debt for interest owed in relation to an amount referred to in any of paragraphs (a) to (d).

“**Tobacco Product**” means any product made in whole or in part of tobacco that is intended for human consumption or use, including any component, part, or accessory of or used in connection with a tobacco product, including cigarettes, tobacco sticks (intended for smoking and requiring further preparation before they are smoked), loose tobacco intended for incorporation into cigarettes, cigars, cigarillos, pipe tobacco, kreteks, bidis and smokeless tobacco (including chewing tobacco, nasal snuff and oral snuff), but does not include any Alternative Product.

Court File No: CV-19-00615862-00CL

IN THE MATTER OF THE COMPANIES' CREDITORS ARRANGEMENT ACT, R.S.C. 1985, c. C-36, AS AMENDED
AND IN THE MATTER OF A PLAN OF COMPROMISE OR ARRANGEMENT OF JTI-MACDONALD CORP.

ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)

Proceeding commenced at Toronto

ORDER
(RE AMENDED APPOINTMENT OF REPRESENTATIVE
COUNSEL ORDER)

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199 Bay Street
Suite 4000, Commerce Court West
Toronto, ON M5V 3J7

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*Lawyers for Deloitte Restructuring Inc., in its capacity as the
Court-appointed Monitor of JTI-Macdonald Corp.*

Court File No: CV-19-00615862-00CL

IN THE MATTER OF THE COMPANIES' CREDITORS ARRANGEMENT ACT, R.S.C. 1985, c. C-36, AS AMENDED
AND IN THE MATTER OF A PLAN OF COMPROMISE OR ARRANGEMENT OF JTI-MACDONALD CORP.

ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)

Proceeding commenced at Toronto

AMENDED AND RESTATED
APPOINTMENT OF REPRESENTATIVE COUNSEL ORDER

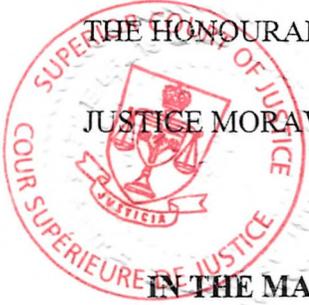
BLAKE, CASSELS & GRAYDON LLP
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Pamela Huff (LSO# 27344V)
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Lawyers for Deloitte Restructuring Inc., in its capacity as the Court-appointed Monitor of JTI-Macdonald Corp.

ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST



THE HONOURABLE CHIEF) FRIDAY, THE 22nd
)
JUSTICE MORAWETZ) DAY OF NOVEMBER, 2024

**IN THE MATTER OF THE COMPANIES' CREDITORS ARRANGEMENT ACT,
R.S.C. 1985 c. C-36, AS AMENDED**

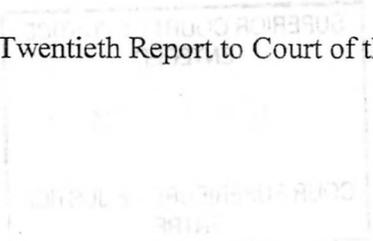
**AND IN THE MATTER OF A PLAN OF COMPROMISE
OR ARRANGEMENT OF ROTHMANS, BENSON & HEDGES INC.**

Applicant

ORDER

THIS JOINT MOTION made by the "Tobacco Monitors" being Ernst & Young Inc. in its capacity as court-appointed Monitor (the "RBH Monitor") of Rothmans, Benson & Hedges Inc. ("RBH"), Deloitte Restructuring Inc. in its capacity as court-appointed Monitor of JTI-Macdonald Corp. ("JTIM") and FTI Consulting Canada Inc. in its capacity as court-appointed Monitor of Imperial Tobacco Canada Limited and Imperial Tobacco Company Limited (collectively, the "ITL Applicants" and together with RBH and JTIM, the "Applicants") for an order amending and restating the Appointment of Representative Counsel Order of Mr. Justice McEwen dated December 9, 2019 (the "Representative Counsel Order") was determined this day in writing at Toronto, Ontario.

ON READING the Joint Notice of Motion of the Tobacco Monitors dated November 13, 2024 (the "Joint Motion Record") including the Twentieth Report to Court of the RBH Monitor



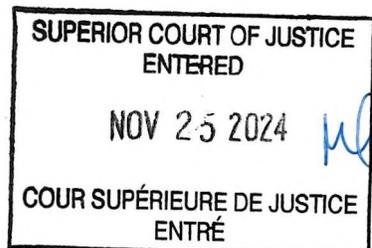
dated November 13, 2024 (the “**Twentieth Report**”) filed, and upon being advised by counsel to the Tobacco Monitors that no party has provided notice of objection to this motion for an amendment and restatement of the Representative Counsel Order although duly served as appears from the affidavits of service of Jasman Singh Gill sworn November 13, 2024.

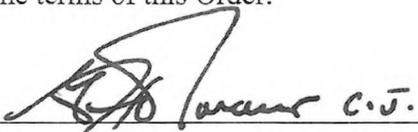
SERVICE

1. **THIS COURT ORDERS** that the timing and method of service and filing of this motion is hereby abridged and validated such that the motion is properly returnable today and this Court hereby dispenses with further service of this motion and of this Order.
2. **THIS COURT ORDERS** that capitalized terms not otherwise defined in this Order shall have the meanings given to them in the Twentieth Report, or the CCAA Plan in respect of RBH.
3. **THIS COURT ORDERS** that, effective as of the date hereof, the Representative Counsel Order be and hereby is amended and restated in the form attached as Appendix “A” hereto.

GENERAL

4. **THIS COURT HEREBY REQUESTS** the aid and recognition of any court, tribunal, regulatory or administrative body having jurisdiction in Canada or in the United States to give effect to this Order and to assist the Applicant in carrying out the terms of this Order. All courts, tribunals, regulatory and administrative bodies are hereby respectfully requested to make such orders and to provide such assistance to the Applicant and its court-appointed monitor as may be necessary or desirable to give effect to this Order or assist in carrying out the terms of this Order.




Chief Justice G.B. Morawetz

Appendix "A"



ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST

THE HONOURABLE

)

MONDAY, THE 9th

)

MR. JUSTICE MCEWEN

)

DAY OF DECEMBER, 2019

IN THE MATTER OF THE *COMPANIES' CREDITORS ARRANGEMENT ACT*,
R.S.C. 1985 c. C-36, AS AMENDED

AND IN THE MATTER OF A PLAN OF COMPROMISE
OR ARRANGEMENT OF ROTHMANS, BENSON & HEDGES INC.

Applicant

AMENDED AND RESTATED ORDER
(APPOINTMENT OF PCC REPRESENTATIVE COUNSEL)

THIS JOINT MOTION made by the "Tobacco Monitors" being Ernst & Young Inc. in its capacity as court-appointed Monitor (the "RBH Monitor") of Rothmans, Benson & Hedges Inc. ("RBH"), Deloitte Restructuring Inc. in its capacity as court-appointed Monitor of JTI-Macdonald Corp. ("JTIM") and FTI Consulting Canada Inc. in its capacity as court-appointed Monitor of Imperial Tobacco Canada Limited and Imperial Tobacco Company Limited (collectively, the "ITL Applicants" and together with RBH and JTIM, the "Applicants") for advice and directions regarding an order appointing representative counsel in these proceedings was heard this day at 330 University Avenue, Toronto, Ontario,

ON READING the Joint Notice of Motion of the Tobacco Monitors dated November 25, 2019 including the Fourth Report to Court of the RBH Monitor dated November 26, 2019 (the "**Fourth Report**") filed, and on hearing the submissions of counsel for each of the Tobacco Monitors, the Applicants and such other counsel as were present, no one else appearing although duly served as appears from the affidavits of service of Monique Sassi sworn November 25 and November 26, 2019.

1. **THIS COURT ORDERS** that the timing and method of service and filing of this motion is hereby abridged and validated such that the motion is properly returnable today and this Court hereby dispenses with further service of this motion and of this Order.

2. **THIS COURT ORDERS** that capitalized terms not otherwise defined in this Order (including in Schedule "A") shall have the meanings given to them in the Twentieth Report of the RBH Monitor dated November 13, 2024, or the CCAA Plan in respect of RBH.

3. **THIS COURT ORDERS** that The Law Practice of Wagner & Associates, Inc. (the "**PCC Representative Counsel**") be and is hereby appointed to represent in these proceedings the Pan-Canadian Claimants as defined in Schedule "A" hereto, which definition may be amended following consultation among the Court-Appointed Mediator, the Tobacco Monitors and PCC Representative Counsel and as approved by further order of this Court.

4. **THIS COURT ORDERS** that, subject to further order of this Court, PCC Representative Counsel shall represent the interests of the Pan-Canadian Claimants as set out in paragraph 5 below without any obligation to consult with or seek individual instructions from those on whose behalf they have been appointed to represent, provided however, that PCC Representative Counsel is hereby authorized, but not obligated, to establish a committee (the "**Representative Committee**")

on such terms as may be agreed to by the Court-Appointed Mediator and the Tobacco Monitors or established by further order of this Court.

5. **THIS COURT ORDERS** that PCC Representative Counsel be and is hereby authorized to take all steps and to perform all acts necessary or desirable to carry out the terms of this Order, including, without limitation, by:

- (a) participating in and negotiating on behalf of the Pan-Canadian Claimants in the Mediation;
- (b) working with the Court-Appointed Mediator and the Tobacco Monitors to develop a process for the identification of valid and provable claims of Pan-Canadian Claimants and as appropriate, addressing such claims in the Mediation or the CCAA Proceedings;
- (c) responding to inquiries from Pan-Canadian Claimants in the CCAA Proceedings;
- (d) taking all steps or actions and providing all services in connection with its duties both before and after the Plan Implementation Date, as applicable:
 - (i) in these CCAA Proceedings; and
 - (ii) subject to the implementation of the CCAA Plan:
 - a. under the CCAA Plan, including the PCC Compensation Plan; and
 - b. as may otherwise be required by the CCAA Plan Administrators.
- (e) performing such other actions as approved by this Court.

For greater certainty, nothing in this Order shall be construed as determining the validity of any claims of any Pan-Canadian Claimants.

6. **THIS COURT ORDERS** that PCC Representative Counsel be and is hereby authorized, at its discretion, on such terms as may be consented to by the Court-Appointed Mediator and the Tobacco Monitors, or, subject to the implementation of the CCAA Plan, the CCAA Plan Administrators following the Plan Implementation Date, or further order of this Court to retain and consult with subject area experts and other professional and financial advisors as the PCC Representative Counsel may consider necessary to assist it with the discharge of its mandate.

7. **THIS COURT ORDERS** that paragraphs 36 and 38 of the RBH Initial Order are hereby amended and are deemed from and after the date hereof to include PCC Representative Counsel as appointed herein among the parties who shall be paid its reasonable professional fees and disbursements in each case on an hourly basis, from and after the date of this Order and among those who benefit from the Administration Charge as defined therein and shall be paid by the Applicants in accordance with an agreement among the Applicants until the Plan Implementation Date.

8. **THIS COURT ORDERS** that, subject to the implementation of the CCAA Plan, all costs associated with the PCC Representative Counsel (including its advisors) after the Plan Implementation Date, shall be paid in accordance with the CCAA Plan.

9. **THIS COURT ORDERS** that PCC Representative Counsel shall not be liable for any act or omission in respect of its appointment or the fulfillment of its duties in carrying out the provisions of this Order, other than for gross negligence or willful misconduct. No action or other proceedings shall be commenced against PCC Representative Counsel in respect of alleged gross

negligence or willful misconduct, except with prior leave of this Court, on at least 7 days' notice to PCC Representative Counsel, and upon such further order as this Court may make in respect of security for costs to be given by the plaintiff for the costs of the PCC Representative Counsel in connection with any such action or proceeding.

10. **THIS COURT ORDERS** that the PCC Representative Counsel may from time to time apply to this Court for advice and directions in respect of its appointment or the fulfillment of its duties in carrying out the provisions of this Order, upon notice to the Applicants and the Tobacco Monitors (or, subject to the implementation of the CCAA Plan, the CCAA Plan Administrators after the Plan Implementation Date) and to other interested parties, unless otherwise ordered by this Court.

Chief Justice G.B. Morawetz

Schedule "A"

Definitions

For the purposes of this Schedule "A", capitalized terms not otherwise defined herein shall have the meaning given to them in the CCAA Plan (as defined below).

"Alternative Product" means (i) any device that produces emissions in the form of an aerosol and is intended to be brought to the mouth for inhalation of the aerosol without burning of (a) a substance; or (b) a mixture of substances; (ii) any substance or mixture of substances, whether or not it contains tobacco or nicotine, that is intended for use with or without those devices to produce emissions in the form of an aerosol without burning; (iii) any non-combustible tobacco (other than smokeless tobacco) or nicotine delivery product; or (iv) any component, part, or accessory of or used in connection with any such device or product referred to above.

"CCAA Plan", or **"Plan"**, means the Court-Appointed Mediator's and Monitor's plan of compromise and arrangement pursuant to the CCAA concerning, affecting and involving RBH including all Schedules thereto.

"Individuals" means all individuals residing in a Province or Territory of Canada.

"Pan-Canadian Claimants" or **"PCCs"**, means Individuals, excluding *Blais* Class Members and *Létourneau* Class Members in relation to QCAP Claims, who have asserted or may be entitled to assert a PCC Claim.

"PCC Claim" means any Claim of any Pan-Canadian Claimant that has been made or may in the future be asserted or made in whole or in part against or in respect of the Released Parties, or any one of them (either individually or with any other Person), that has been advanced, could have been advanced or could be advanced, whether on such Pan-Canadian Claimant's own account, or on their behalf, or on behalf of a certified or proposed class, to recover damages or any other remedy in respect of the development, design, manufacture, production, marketing, advertising, distribution, purchase or sale of Tobacco Products, including any representations or omissions in respect thereof, the historical or ongoing use of or exposure (whether directly or indirectly) to Tobacco Products or their emissions and the development of any disease or condition as a result thereof, whether existing or hereafter arising, in each case based on, arising from or in respect of any conduct, act, omission, transaction, duty, responsibility, indebtedness, liability, obligation, dealing, fact, matter or occurrence existing or taking place at or prior to the Effective Time (whether or not continuing thereafter) including, all Claims that have been advanced, could have been advanced or could be advanced in the following actions commenced by Individuals under provincial class proceedings legislation and actions commenced by Individuals, or in any other similar proceedings:

- (a) *Barbara Bourassa v. Imperial Tobacco Canada Limited et al.* (Supreme Court of British Columbia, Court File No. 10-2780 and Court File No. 14-4722);
- (b) *Roderick Dennis McDermid v. Imperial Tobacco Canada Limited et al.* (Supreme Court of British Columbia, Court File No. 10-2769);

- (c) *Linda Dorion v. Canadian Tobacco Manufacturers' Council et al.* (Alberta Court of Queen's Bench, Court File No. 0901-08964);
- (d) *Thelma Adams v. Canadian Tobacco Manufacturers' Council et al.* (Saskatchewan Court of Queen's Bench, Court File No. 916 of 2009);
- (e) *Deborah Kunta v. Canadian Tobacco Manufacturers' Council et al.* (Manitoba Court of Queen's Bench, Court File No. C109-01-61479);
- (f) *Suzanne Jacklin v. Canadian Tobacco Manufacturers' Council* (Ontario Superior Court of Justice, Court File No. 53794/12);
- (g) *Ben Semple v. Canadian Tobacco Manufacturers' Council et al.* (Supreme Court of Nova Scotia, Court File No. 312869);
- (h) *Victor Todd Sparkes v. Imperial Tobacco Canada Limited* (Newfoundland and Labrador Supreme Court - Trial Division, Court File No. 200401T2716 CP);
- (i) *Peter Stright v. Imperial Tobacco Canada Limited* (Supreme Court of Nova Scotia, Court File No. 177663);
- (j) *Ljubisa Spasic as estate trustee of Mirjana Spasic v. Imperial Tobacco Limited and Rothmans, Benson & Hedges Inc.* (Ontario Superior Court of Justice, Court File No. C17773/97);
- (k) *Ljubisa Spasic as estate trustee of Mirjana Spasic v. B.A.T. Industries P.L.C.* (Ontario Superior Court of Justice, Court File No. C18187/97);
- (l) *Ragoonanan v. Imperial Tobacco Canada Limited* (Ontario Superior Court of Justice, Court File No. 00-CV-183165-CP00);
- (m) *Scott Landry v. Imperial Tobacco Canada Limited* (Ontario Superior Court of Justice, Court File No. 1442/03);
- (n) *Joseph Battaglia v. Imperial Tobacco Canada Limited* (Ontario Superior Court of Justice, Court File No. 21513/97);
- (o) *Roland Bergeron v. Imperial Tobacco Canada Limited* (Quebec Superior Court, Court File No. 750-32-700014-163);
- (p) *Paradis, in personal capacity and on behalf of estate of Lorraine Trepanier v. Rothmans, Benson & Hedges Inc.* (Quebec Small Claims Court);
- (q) *Couture v. Rothmans, Benson & Hedges Inc.* (Quebec Superior Court); and

including any such Claim that is a Section 5.1(2) Claim or Section 19(2) Claim.

“Section 5.1(2) Claims” means any Claims against the Directors that:

- (a) arose before the commencement of the CCAA Proceeding;
- (b) relate to the obligations of RBH where the Directors are by law liable in their capacity as Directors for the payment of such obligations; and
- (c) either relate to contractual rights of one or more creditors, or are based on allegations of misrepresentations made by Directors to creditors, or of wrongful or oppressive conduct by Directors.

“Section 19(2) Claims” means any Claims against RBH that relate to any of the following debts or liabilities, present or future, to which RBH is subject on the day on which the CCAA Proceeding commenced, or to which RBH may become subject before the compromise or arrangement is sanctioned by reason of any obligation incurred by RBH before the day on which the CCAA Proceeding commenced, unless the compromise or arrangement in respect of RBH explicitly provides for the Claim’s compromise, and the creditor in relation to that debt has voted for the acceptance of the compromise or arrangement:

- (a) any fine, penalty, restitution order or other order similar in nature to a fine, penalty or restitution order, imposed by a court in respect of an offence;
- (b) any award of damages by a court in civil proceedings in respect of:
 - (i) bodily harm intentionally inflicted, or sexual assault, or
 - (ii) wrongful death resulting from an act referred to in subparagraph (i);
- (c) any debt or liability arising out of fraud, embezzlement, misappropriation or defalcation while acting in a fiduciary capacity or, in Quebec, as a trustee or an administrator of the property of others;
- (d) any debt or liability resulting from obtaining property or services by false pretences or fraudulent misrepresentation, other than a debt or liability of the company that arises from an equity claim; or
- (e) any debt for interest owed in relation to an amount referred to in any of paragraphs (a) to (d).

“Tobacco Product” means any product made in whole or in part of tobacco that is intended for human consumption or use, including any component, part, or accessory of or used in connection with a tobacco product, including cigarettes, tobacco sticks (intended for smoking and requiring further preparation before they are smoked), loose tobacco intended for incorporation into cigarettes, cigars, cigarillos, pipe tobacco, kreteks, bidis and smokeless tobacco (including chewing tobacco, nasal snuff and oral snuff), but does not include any Alternative Product.

Court File No: CV-19-616779-00CL

IN THE MATTER OF THE *COMPANIES' CREDITORS ARRANGEMENT ACT*, R.S.C. 1985, c. C-36, AS AMENDED
AND IN THE MATTER OF A PLAN OF COMPROMISE OR ARRANGEMENT OF ROTHMANS, BENSON & HEDGES INC.

**ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST**

Proceeding commenced at Toronto

**ORDER
(RE AMENDED APPOINTMENT OF REPRESENTATIVE
COUNSEL ORDER)**

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Tel: 416-860-6572
Email: jbellissimo@cassels.com

*Lawyers for Ernst & Young Inc., in its capacity as the Court-
appointed Monitor of Rothmans, Benson & Hedges Inc.*

Court File No: CV-19-616779-00CL

IN THE MATTER OF THE *COMPANIES' CREDITORS ARRANGEMENT ACT*, R.S.C. 1985, c. C-36, AS AMENDED
AND IN THE MATTER OF A PLAN OF COMPROMISE OR ARRANGEMENT OF ROTHMANS, BENSON & HEDGES INC.

**ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)**

Proceeding commenced at Toronto

**AMENDED AND RESTATED
APPOINTMENT OF REPRESENTATIVE COUNSEL ORDER**

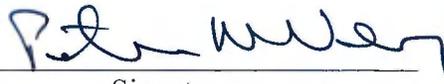
Cassels Brock & Blackwell LLP
Suite 3200, Bay Adelaide Centre – North Tower
40 Temperance St.
Toronto, On M5H 0B4

R. Shayne Kukulowicz LSO# 30729S
Tel: 416-860-6463
Email: skukulowicz@cassels.com

Joseph Bellissimo LSO# 46555R
Tel: 416-860-6572
Email: jbellissimo@cassels.com

*Lawyers for Ernst & Young Inc., in its capacity as the Court-
appointed Monitor of Rothmans, Benson & Hedges Inc.*

This is Exhibit "C" referred to in the
Affidavit of Kate Boyle affirmed
before me on the 21st day of
March, 2025.

A handwritten signature in blue ink, appearing to read "Peter McVey", written over a horizontal line.

Signature

PETER C. McVEY, K.C.
A Barrister of the Supreme
Court of Nova Scotia

**ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST**

THE HONOURABLE) Tuesday, the 10th day
) of December, 2024
CHIEF JUSTICE MORAWETZ)

IN THE MATTER OF THE *COMPANIES' CREDITORS ARRANGEMENT ACT*,
R.S.C. 1985, c. C-36, AS AMENDED

AND IN THE MATTER OF A PLAN OF COMPROMISE
OR ARRANGEMENT OF **JTI-MACDONALD CORP.**

AND IN THE MATTER OF A PLAN OF COMPROMISE
OR ARRANGEMENT OF **IMPERIAL TOBACCO CANADA LIMITED**
AND **IMPERIAL TOBACCO COMPANY LIMITED**

AND IN THE MATTER OF A PLAN OF COMPROMISE
OR ARRANGEMENT OF **ROTHMANS, BENSON & HEDGES INC.**

ORDER GRANTING INTERLOCUTORY INJUNCTIVE RELIEF

THIS MOTION made by PCC Representative Counsel pursuant to the *Companies' Creditors Arrangement Act*, R.S.C. 1985, c. c-36, as amended (the "CCAA") for mandatory injunctive relief against Actis Law Group and Ms. Andrea Grass (collectively, "**Actis Law Group**") was made this day in Toronto, Ontario.

ON READING the PCC Representative Counsel's Notice of Motion, the Affidavit of Kate Boyle dated December 8, 2024 ("**Boyle Affidavit**"), together with the exhibits thereto, and on hearing

the submissions of PCC Representative Counsel and other such counsel requesting to be heard, all other parties having been duly served with the Motion Record;

1. **THIS COURT ORDERS** that the time for service of the Notice of Motion and the Motion Record herein is hereby abridged and validated so that this Motion is properly returnable today and hereby dispenses with further service thereof.

2. **THIS COURT ORDERS** that all capitalized terms used herein, unless herein otherwise defined, shall have the meanings ascribed to them in the Boyle Affidavit and the CCAA Plans.

3. **THIS COURT ORDERS** that the request for interlocutory mandatory injunctive relief is granted.

4. **THIS COURT ORDERS** that the interlocutory injunctive relief granted hereunder shall remain in effect until the Sanction Order is rendered or until any such later date if this Order is thereafter extended or made permanent.

5. **THIS COURT ORDERS** that Actis Law Group shall immediately take down and remove:

a. the web-pages entitled “Canadian Tobacco Class Action Settlement Representation”, found at the following link: <https://actislaw.org/class-actions/canadian-tobacco-class-action-settlement-representation>; and its French language equivalent, “Représentation au règlement canadien de l’actions collectives sur le tabac”, found at the following link: <https://actislaw.org/actions-collectives/representation-au-reglement-canadien-de-laction-collective-sur-le-tabac>; and

b. any other pages or websites in which they have any involvement whatsoever containing communications or other information relating to the Canadian Tobacco Settlement and claims and distribution processes under the CCAA Plans or the Pan-Canadian Claimants’ Compensation Plan (“**PCC Compensation Plan**”), for the purpose of soliciting Pan-Canadian Claimants (or “PCCs”) for representation or to provide any other services to them in connection with their Tobacco Claims;

(collectively the “**Actis Website**”)

6. **THIS COURT ORDERS** Actis Law Group to cease and desist from soliciting, communicating with, approaching, entering into retainer agreements with, and/or providing information or advice to any Tobacco-Victims, including PCCs, in connection with the CCAA Plans, including the PCC Compensation Plan and/or any compensation due thereunder;

7. **THIS COURT ORDERS** Actis Law Group to provide PCC Representative Counsel with the list of all persons who signed up or provided information through the Actis Website or otherwise, including all contact and other information obtained and/or collected by them (the “**Actis List**”) by December 10, 2024 at 3 pm.

8. **THIS COURT ORDERS** Actis Law Group to destroy all copies of the Actis List in their possession, whether in electronic or paper form, by no later than December 10, 2024 at 5 pm.

9. **THIS COURT ORDERS** that the PCC’s are relieved from the requirement to provide an undertaking as to damages in respect of the Order sought.

AID AND RECOGNITION

10. **THIS COURT HEREBY REQUESTS** the aid and recognition of any court, tribunal, regulatory or administrative body or agency having jurisdiction in Canada or in any other foreign jurisdiction, to give effect to this Order. All courts, tribunals, regulatory and administrative bodies and agencies are hereby respectfully requested to make such Orders and to provide such assistance, as may be necessary or desirable to give effect to this Order.


Chief Justice Geoffrey B. Morawetz

This is Exhibit "D" referred to in the
Affidavit of Kate Boyle affirmed
before me on the 21st day of
March, 2025.

A handwritten signature in black ink, appearing to read "Peter McVey", written over a horizontal line.

Signature

PETER C. McVEY, K.C.
A Barrister of the Supreme
Court of Nova Scotia



W A G N E R S

EST. 1982

Raymond F. Wagner, K.C.

raywagner@wagners.co

September 13, 2024

VIA EMAIL

Brenda Weiss - Brenda.Weiss@epiqglobal.ca;
Dawn McPherson - Dawn.Mcpherson@epiqglobal.com

Dear Ms. McPherson and Ms. Weiss;

Re: Retention of Epiq as Agent for Pan-Canadian Claimants

We write to confirm your retention as an Agent for the Pan-Canadian Claimants (“PCCs”) within the Tobacco¹ *Companies’ Creditors Arrangement Act* Proceedings (“Tobacco CCAA Proceedings”). We confirm that you have agreed to assist Wagners in its role as PCC Representative Counsel, as appointed by the Order of the Honourable Justice McEwan of the Ontario Superior Court of Justice (Commercial List) dated December 9, 2019 (“Representative Counsel Order”).

We are authorized under paragraph 6 of the Representative Counsel Order, upon consent of the Mediator and Monitors, to retain and consult with professional advisors as PCC Representative Counsel considers necessary to assist with the discharge of its mandate. The Mediator and Monitors have consented to your retention as Agent, and we retain you under that provision subject to further approval of the CCAA Court.

Under your role as Agent, you will have the following responsibilities, which include but are not limited to: establishing a pre-settlement call centre and pre-settlement website and registration portal; managing communications efficiently and providing the necessary support to PCCs or their Legal Representatives; preparing Claim Packages with PCCs or their Legal Representatives; and reporting to Representative Counsel, the Mediator and Monitors. These responsibilities may be refined as the process evolves to align with project needs.

To be clear, this retention does not engage Epiq to be the Claims Administrator for the overall administration of the individual claims process in regard to the PCC Compensation Plan and the Quebec Administration Plan. Such appointment of Epiq as the Claims Administrator will be upon the recommendation of the Court-Appointed Mediator and the Monitors and subject to the approval of the CCAA Court.

Here forward, until otherwise directed, please bill Wagners on a monthly basis on the terms agreed to with the Mediator and Monitors for your work performed as Agent in the Tobacco CCAA Proceedings, and for the related taxes, reasonable disbursements and expenses.

¹ The Tobacco Companies (the “Applicants”) in the CCAA Proceedings are Imperial Tobacco Canada Limited, Rothmans, Benson & Hedges Inc., and JTI-MacDonald Corp.

P.O. BOX 756 CENTRAL RPO, HALIFAX, NOVA SCOTIA B3J 2V2

SUITE PH301, 1869 UPPER WATER STREET, HALIFAX, NOVA SCOTIA B3J 1S9

OFFICE: (902) 425-7330 TOLL-FREE: 1-800-465-8794 FAX: (902) 422-1233

www.wagners.co

We understand that you have agreed to abide by the confidentiality and non-disclosure provisions provided by the Mediator and Monitors, which will extend to this engagement until further notice or instruction.

We welcome a conference call early next week. Please advise us of your availability.

Thank you for your willingness to work as an Agent for the PCCs in the Tobacco CCAA Proceedings, and we look forward to working with you.

Yours truly,

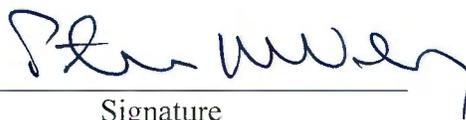


Raymond F. Wagner, K.C.

RFW/kb

cc: Kate Boyle – kboyle@wagners.co

This is Exhibit "E" referred to in the
Affidavit of Kate Boyle affirmed
before me on the 21st day of
March, 2025.

A handwritten signature in black ink, appearing to read "Peter McVey", written over a horizontal line.

Signature

PETER C. McVEY, K.C.
A Barrister of the Supreme
Court of Nova Scotia

MORE INFORMATION

TOBACCO COMPANY LAWSUIT PAYOUT INFORMATION

- Some Canadians who meet the criteria who started smoking before Jan. 1, 1976, may receive up to \$18,000 if diagnosed with emphysema or COPD and up to \$60,000 for throat or lung cancer.

- Some Canadians who started smoking after 1976 may receive up to \$14,400 for emphysema or COPD or up to \$48,000 for the specific cancers.

Citation: (Here's How the Proposed \$24.7-billion Tobacco Settlement Could Impact People in Ontario, 2024)

HIGHER SMOKING RATES AMONG FIRST NATION ADULTS WERE SEEN FOR

HIGHER SMOKING RATES AMONG FIRST NATION ADULTS WERE SEEN FOR MOST AGE GROUPS

- In Ontario, 50% of First Nation adults (age 20 and older) living on-reserve and 43% of First Nation adults living off-reserve reported smoking cigarettes daily or occasionally compared to only 22% of non-Aboriginal adults

Citation: Cancer Care Ontario. Cancer Fact: High prevalence of smoking in First Nations in Ontario. May 2016. Available at cancercareontario.ca/cancerfacts.

THE TIME YOU HAVE TO PURSUE A CLAIM IS LIMITED. **CONTACT US TODAY.**

If you or a loved one have been diagnosed with Cancer after smoking tobacco products, contact us to learn about your options.

After you contact us, a representative will follow up to answer questions that you might have. There is no cost or obligation to speak with us, and any information you provide will be kept

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To the extent that this communication is considered **LAWYER ADVERTISING**, AIAG, LLC. (hereinafter collectively referred to as the

To the extent that this communication is considered LAWYER ADVERTISING, AIAG, LLC. (hereinafter collectively referred to as the "Attorney Group") is responsible for the content of this communication. This communication is designed for general informational purposes only and it does not constitute the formation of a lawyer-client relationship. The Attorney Group aims to provide useful information in this communication, but this should not be considered legal advice. While we endeavor to provide information that is accurate and complete, the Attorney Group does not warrant that the information is complete or accurate. The Attorney Group disclaims all liability to any person for any loss caused by errors or omissions in this collection of information. The hiring of a lawyer is an important decision that should not be based solely upon advertisements. Before you decide, ask us to send you free written information about our qualifications and experience. NO REPRESENTATION IS MADE REGARDING THE POTENTIAL OUTCOME OF ANY SPECIFIC CASE OR THAT THE QUALITY OF ANY LEGAL SERVICES IS GREATER THAN THE QUALITY OF LEGAL SERVICES PERFORMED BY OTHER ATTORNEYS.

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GET RESULTS NOW

Interested in working together? Fill out some info and we will be determine if you qualify for a claim immediately!

Who are you submitting this claim for? *

- Myself Loved One, Other
 Loved One, Deceased

Do you currently live in any Province or Territory within Canada? *

- Yes No

Next

MORE INFORMATION

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Who are you submitting this claim for? *

Myself

Loved One, Other

Loved One, Deceased

Do you currently live in any Province or Territory within Canada? *

Yes

No

Next

On average, how many packs of cigarettes did the individual smoke weekly? *

1-3 packs weekly

4-6 packs weekly

7-9 packs weekly

10-12 packs weekly

13 or more packs weekly

Were these cigarettes sold by Canadian tobacco companies and smoked between January 1, 1950, and November 20, 1998? *

Yes

No

Please indicate each Tobacco product used, filling in the approximate dates of use.

Back

Next

Was the individual diagnosed with any of the following conditions between March 8, 2015, and March 8, 2019? Select any that apply. *

- Lung Cancer
- Throat Cancer
- Emphysema
- COPD (Grade III or IV as per GOLD Classification)
- None of the above

What date was the individual diagnosed with COPD? *

Date

Do you have a pathology report that confirms the diagnosis?

- Yes No

Back

Next

Please add any additional information that will help us determine if you qualify.

Are you already signed with another law firm for this claim? *

- Yes No

Back

Next

What is the date of birth of the individual who used tobacco? *

Date

Client Name *

First Name

Last Name

Email *

example@example.com

Phone Number *

Please enter a valid phone number.

By clicking this box you provide express written consent for Intake Rocket to contact you via SMS no more than 2-4 times/month to follow up on your potential claim. Text STOP to opt-out at anytime. Standard message and data rates may apply. [View our Privacy Policy.](#) *

I agree to these terms.

By clicking this box you provide express written consent indicating a willingness for Johnson Firm to call you to follow up on your potential claim. [View our Privacy Policy.](#) *

I agree to these terms.

Back

Submit

This is Exhibit "F" referred to in the
Affidavit of Kate Boyle affirmed
before me on the 21st day of
March, 2025.

A handwritten signature in blue ink, appearing to read "Peter McVEY", written over a horizontal line.

Signature

PETER C. McVEY, K.C.
A Barrister of the Supreme
Court of Nova Scotia

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Have you or someone you know smoked tobacco products in Canada?
Have you or them been diagnosed with cancer between 2015 to 2019?
You may be eligible for a claim within the Canadian tobacco lawsuit settlement. Dozens of cigarette brands from Canadian tobacco companies have impacted millions leading to cancer. Click learn more and find out today!

\$32.5B Tobacco Settlement



TOBACCO

CLAIMS.ATTORNEYGROUP.COM

Canadian Tobacco Cancer Lawsuit

File a Claim Today!

Learn more

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**TOBACCO SETTLEMENT
COULD PAY CANADIANS
UP TO \$100K**

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File a Claim Today!

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Canadian smokers: do you know your rights? 📌

If a loved one or you smoked Canadian tobacco and were diagnosed with lung cancer, throat cancer, emphysema, or COPD between March 8, 2015-19 after smoking from '50-'98, there's up to \$60K waiting for you!

Qualify if:

- Smoked cigarettes sold by Canadian companies
- Diagnosed with qualifying illness within specified dates
- Alive on March 8, 2019

💡 No upfront costs – we only win when you do.

Deadline is near! Don't miss this chance. Click Learn More today!



Canadian Tobacco Lawsuit

32.6 Billion Dollar Tobacco Settlement

Were you or your loved one **diagnosed with cancer** after smoking tobacco products?
Contact us to learn about your options.



If you think you have a claim, you should not delay in taking action.

[LEARN MORE](#)

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\$60,000 Compensation for You?

[Learn more](#)

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Canadian Tobacco Lawsuit

32.6 Billion Dollar Tobacco Settlement

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\$60,000 Compensation for You?

Learn more



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Canadian smokers: do you know your rights? 🇨🇦
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Canadian Tobacco Lawsuit

32.6 Billion Dollar Tobacco Settlement

If you think you have a claim, you should not delay in taking action.

[LEARN MORE](#)

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\$60,000 Compensation for You?

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CANCER COMPENSATION

**DID YOU SMOKE CANADIAN
CIGARETTES BETWEEN
JANUARY 1, 1950,
AND NOVEMBER 20, 1998?**

You may qualify for a lawsuit payout.



Tobacco Claims

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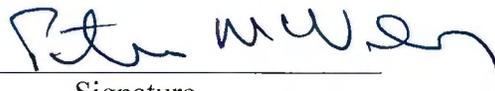


Tobacco Claims

February 21 at 8:50 AM · [Public](#)

Tobacco firms to pay \$23.6bn in proposed Canada settlement... [See more](#)

This is Exhibit "G" referred to in the
Affidavit of Kate Boyle affirmed
before me on the 21st day of
March, 2025.

A handwritten signature in black ink, appearing to read "Peter McVey", written over a horizontal line.

Signature

PETER C. McVEY, K.C.
A Barrister of the Supreme
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Any information sent to the Companies via Internet e-mail or through the website is not secure and is done on a non-confidential basis. The Companies respect the privacy of any person who contacts us, and we will make reasonable efforts to keep information confidentially internally, but because of the nature of Internet communications and the absence of an attorney/client relationship, we cannot promise or guarantee confidentiality.

Information Not Intended to be Medical Advice

The content provided on this site, such as documents, text, graphics, images, videos, or other materials, are for informational purposes only. **The information is not intended to be a substitute for professional medical advice, diagnosis, or treatment.** Always consult a physician for diagnosis and treatment of any medical condition or for any questions you may have regarding a health concern. Never disregard professional medical advice or delay in seeking it because of something you have read or seen on this site. Links to other sites are provided for information only. Use of trade names is for identification only and does not constitute endorsement by the Companies.

The Companies are Not Responsible for Content

The Companies may periodically change, remove, or add to the material in this website without notice. This material may contain technical or typographical errors. The Companies do not guarantee its accuracy, completeness or suitability. The Companies assume no liability or responsibility for any errors or omissions in the contents of this website. Your use of this website is at your own risk. Under no circumstances shall the Companies or any other party involved in the creation, production or delivery of this website be liable to you or any other person for any indirect, special, incidental, or consequential damages of any kind arising from your access to, or use of, this website.

IN NO EVENT SHALL THE COMPANIES BE LIABLE FOR ANY SPECIAL, INDIRECT OR CONSEQUENTIAL DAMAGES RELATING TO THIS MATERIAL, FOR ANY USE OF THIS WEBSITE, OR FOR ANY OTHER LINKED WEBSITE.

Third-Party Websites

This website may contain links to third party websites for the convenience of our users. The Companies do not endorse any of these third party sites and do not imply any association between the Companies and those sites, other than as specifically set forth herein. The Companies do not control these third party websites and cannot represent that their policies and practices will be consistent with these Terms of Use, Disclaimers and Privacy Policy. If you use links to access and use such websites, you do so at your own risk. The Companies are not responsible for the content or availability of any linked sites. These links are provided only as a convenience to the users of this website.

Relationship Between the Companies

Johnson Firm ("JF") lawyers are licensed to practice law only within the states of Arkansas and Tennessee, but we associate on certain types of cases with lawyers licensed or otherwise admitted to practice law throughout the United States. Attorney Group is a network of attorneys and law firms formally or informally affiliated, through these associations, with the Arkansas law firm of JF. Attorneys and law firms associated by JF are determined by JF, in the professional judgment of its principals, to be experienced in and qualified to handle the litigation matters for which they are associated.

An address listed in a directory or on a page on this website is typically that of an attorney located at the address who has associated, or has agreed to associate, with JF on certain types of cases. No representation is made that the Companies or attorneys employed by the Companies are located at the address or licensed to practice law in the jurisdiction in which the address is located. The Companies have endeavored to use listed addresses with the permission of the associated attorneys and to list addresses accurately. If you see a listed address that is not for an associated attorney, please contact us so that we make any necessary corrections. If you are an attorney interested in becoming affiliated with the Companies, please contact us for more information.

Inquiries, Consultations and Fees for Services

Initial consultations on a particular matter are provided free of cost, and upon agreement with the potential client and in the sole discretion of JF, JF will enter into a contract for legal services with the potential client which describes in writing the fee charged for a particular engagement, as well as other terms of the representation, including disclosure that other attorneys or law firms may be associated to participate in the representation. If known, the identity of any affiliated attorney or law firm that will have a role in the representation will be included in the contract. Otherwise, in the event that counsel is associated on a particular matter, the client will be informed and any consent required by applicable rules of professional conduct will be obtained.

All personal injury matters are handled on a contingency fee basis, meaning that a client pays no fees or costs unless a recovery is obtained on the client's behalf. Fees paid in the event of a recovery are a percentage of the total recovery, as agreed to with the client prior to undertaking the representation and as set forth in the contract for legal services, and are intended to be in accordance with standards in the legal services industry and, where applicable, state rules of professional responsibility. Costs incurred in the representation are deducted from the client's portion of any recovery but are not required to be paid out of pocket by the client. If there is no recovery, the client will not be responsible for any cost incurred in the representation (unless expressly agreed to by the client prior to the cost being incurred). The use of affiliated attorneys or law firms does not increase the fee, although other factors may increase the fee.

Inquiries made through this website are typically responded to by JF or its representatives. JF reserves the right to not respond to inquiries on this website and may, at its discretion, direct inquiries to other attorneys or law firms without an initial response. In such instances, JF makes no representation regarding the ability of the responding attorney to represent the potential client in accordance with applicable standards of care. JF may or may not decide to associate as counsel on such cases.

Telephone calls made or received by the Companies regarding an inquiry made through this website may be recorded for record-keeping, training and quality-assurance purposes.

State Laws Vary

The laws of each state are different. This website may contain information about general or common rules that apply in some states. This website may also contain information about verdicts or settlements in past cases. You cannot assume that the same rules apply, or that the same result would occur, in your state or any particular state or case. Every case is different, and past results are not predictive of future outcomes.

State Laws Vary

The laws of each state are different. This website may contain information about general or common rules that apply in some states. This website may also contain information about verdicts or settlements in past cases. You cannot assume that the same rules apply, or that the same result would occur, in your state or any particular state or case. Every case is different, and past results are not predictive of future outcomes.

Statutes of limitations are especially important. Every state has laws called the "statute of limitations" which set a deadline to file a lawsuit. A lawsuit filed too late may be thrown out, regardless of the defendant's fault or the severity of the injuries. Some states have a three-year period for negligence injury claims; the time period in other states may be longer or shorter. Because investigation and research is needed to identify all possible defendants and theories of recovery, if you have an accident or injury, you should consult a lawyer as soon as possible.

Legal and Ethical Requirements

The Companies have tried to comply with all legal and ethical requirements in compiling this website. We welcome comments about our compliance with applicable rules and will update the site as warranted, upon learning of any new or different requirements. We only want to represent clients based on their review of this website if it complies with all legal or ethical requirements.

To the extent that the professional responsibility rules of any jurisdiction require us to designate a principal office or an attorney responsible for this website, Johnson Firm designates its office at 610 President Clinton Ave. #300, Little Rock, AR 72201, and attorney Anthony Johnson.

Honors, Accolades and Recognition

To the extent that any display of honors, accolades and recognition made on this website are considered attorney advertising, no aspect of such advertisement has been approved or sanctioned by the supreme courts or accrediting organizations of any state. The inclusion of an honor, accolade or recognition is not intended to compare the services of any attorney with any other attorney or law firm, nor is it intended to create an expectation of results that can be obtained in a particular matter. Any honor, accolade or recognition that uses the term "super," "best," "superior," "leading," "top-rated," or the like, only means that the attorney has been included in a list containing that term. It is not intended to convey any superlative ability of the attorney recognized.

The websites of the organizations conferring the honor, accolade or recognition may be linked to from the badge or logo displayed on this website, and you are encouraged to visit those websites to learn more about the process by which the attorney was selected. Where the logo of a publication is listed as featuring the Companies or an attorney, you are encouraged to perform an author search or other type of search on that website for the information communicated by or about the Companies or the attorney on that website. Alternatively, information about honors, accolades and recognition can be provided upon request.

State Legal Advertising Disclosures

Because some material on this website may be found to constitute attorney advertising, and because this website may be viewed from anywhere in the United States, particular disclosures may be required by the rules of some states. To the extent applicable, the Companies adopt and make the following disclosures:

Alabama: No representation is made that the quality of the legal services to be performed is greater than the quality of legal services performed by other lawyers.

Arizona: ATTORNEY ADVERTISING. No representation is made promising or guaranteeing a particular outcome or result. Any attorneys claiming certification in an area of law are certified by the Arizona Board of Legal Specialization.

Colorado: Colorado does not certify attorneys as specialists in any field.

Florida: The hiring of a lawyer is an important decision that should not be based solely upon advertisements. Before you decide, ask us to send you free written information about our qualifications and experience.

Iowa: The determination of the need for legal services and the choice of a lawyer are extremely important decisions and should not be based solely upon advertisements or self-proclaimed expertise. This disclosure is required by rule of the Supreme Court of Iowa.

NOTICE TO THE PUBLIC: Memberships and offices in legal fraternities and legal societies, technical and professional licenses, and memberships in scientific, technical and professional associations and societies of law or field of practice do not mean that a lawyer is a specialist or expert in a field of law, nor do they mean that such a lawyer is necessarily any more expert or competent than any other lawyer. All potential clients are urged to make their own independent investigation and evaluation of any lawyer being considered. This notice is required by rule of the Supreme Court of Iowa.

Kentucky and Oregon: THIS IS AN ADVERTISEMENT.

Mississippi: The Mississippi Supreme Court advises that a decision on legal services is important and should not be based solely on advertisements.

Missouri: Neither the Supreme Court of Missouri nor the Missouri Bar reviews or approves certifying organizations or specialist designations.

Nevada: The State Bar of Nevada does not certify any lawyer as a specialist or expert.

New Jersey: ATTORNEY ADVERTISEMENT — NOT A REFERRAL SERVICE. Before making your choice of an attorney, you should give this matter careful thought. The selection of an attorney is an important decision.

New Mexico: LAWYER ADVERTISEMENT.

New York: ATTORNEY ADVERTISING. Prior results do not guarantee a similar outcome.

Tennessee: None of the attorneys in this firm are certified as a Civil Trial, Criminal Trial, Business Bankruptcy, Consumer Bankruptcy, Creditor's Rights, Medical Malpractice, Legal Malpractice, Accounting Malpractice, Estate Planning or Elder Law specialist by the Tennessee Commission on Continuing Legal Education and Specialization. Certification as a specialist in all other listed areas is not currently available in Tennessee.

Texas: Unless otherwise stated, our attorneys claiming certification in an area of law are not certified by the Texas Board of Legal Specialization.

Wyoming: The Wyoming State Bar does not certify any lawyer as a specialist or expert. Anyone considering a lawyer should independently investigate the lawyer's credentials and ability, and not rely upon advertisements or self-proclaimed expertise.

Except on pages containing information about a particular attorney or as otherwise noted, individuals depicted in photographs on this website are not affiliated with the Companies in any capacity, and their depiction is not intended in any way to create an expectation of results that might be obtained in a particular case. Such individuals are actors, and they are depicted in stock photographs that have been properly licensed by the Companies. **Users are prohibited from downloading photographs on this website for any reason other than for personal use, including but not limited to retransmitting, reproducing or otherwise engaging in unauthorized use of the photographs.**

Website Comment Policy

While not all pages or posts on this website will be open to comments, comments are otherwise welcomed and encouraged. However, comments containing the following may be edited or deleted, at the sole discretion of the Companies: Spam or questionable spam; profane, derogatory or defamatory language; offensive language or concepts; attacks either on a person individually or the Companies. Users submitting comments that violate this comment policy may be banned from further commenting on this website.

Whether a page or post is open to comments is in the sole discretion of the Companies. The Companies reserve the right, without notice, to pre-approve, edit or delete any comments for any reason.

A posted comment should not be deemed to have been approved or endorsed by the Companies, and the Companies take no responsibility for the content of a posted comment. If you believe a posted comment is defamatory to you or others, constitutes speech not protected under law, or is in violation of this comment policy, you are encouraged to contact the Companies in the manner provided for on this page to express your concern.

This comment policy is subject to change at any time, with or without notice to the users of the website.

Jurisdiction and Governing Laws in Case of Dispute

These Terms of Use and Disclaimers shall be governed by and construed in accordance with the laws of the State of Arkansas without regard to any choice of law principles. Disputes arising hereunder shall be subject to the exclusive jurisdiction of the state courts of Arkansas.

Privacy Policy

The Companies are committed to protecting your privacy. Please read the following Privacy Policy to understand how your personal information will be treated as you use this website. [When you use this website, you consent to the use of your personal information by the companies in the manner specified in this Privacy Policy.](#) This policy may change periodically, so please check back from time to time. The date of the last update to this Privacy Policy was April 2017.

Information We Collect Automatically

As with most websites, if you visit our website to browse, read, or download information:

- Your web browser automatically sends us (and we may retain) information such as the:
 - Internet domain through which you access the Internet (e.g., yourServiceProvider.com if you use a commercial Internet service provider, or yourSchool.edu if you use an Internet account from your school);
 - Internet Protocol address of the computer you are using;
 - Type of browser software and operating system you are using;
 - Date and time you access our site; and
 - The Internet address of the site from which you linked directly to our site.
- We will use this information as aggregate data to help us maintain this site, e.g., to determine the number of visitors to different sections of our site, to ensure the site is working properly, and to help us make our site more accessible and useful.
- We will not use this information to identify individuals, except for site security or law enforcement purposes.
- We will not obtain personally-identifying information about you when you visit our site, unless you choose to provide such information.

Other Information We Collect

If you choose to identify yourself (or otherwise provide us with personal information) when you use our online forms:

- We will collect (and may retain) any personally identifying information, such as your name, street address, email address, and phone number, and any other information you provide. We will use this information to try to fulfill your request and may use it provide you with additional information at a later time. We will not disclose such information to third parties, except as specified in this privacy policy.
- If you request information, services, or assistance, we may disclose your personal information to those third parties that (in our judgment) are appropriate in order to fulfill your request. If, when you provide us with such information, you specify that you do not want us to disclose the information to third parties, we will honor your request. Note, however, that if you do not provide such information, it may be impossible for us to refer, respond to or fulfill your request.
- If your communication relates to a law enforcement matter, we may disclose the information to law enforcement agencies that we deem appropriate.

How Long We Keep Information

We may keep information that we collect for an unlimited period of time.

Security

Please note that electronic communication, particularly email, is not necessarily secure against interception. Please do not send sensitive data (e.g., Social Security, bank account, or credit card numbers) by email or web form.

Cookies

We may use cookies in order to customize this site for return visitors. These cookies are not required for site functionality. Additionally, third-party widgets may install cookies depending on their configuration. You are not required to accept any cookies to use this site.

Google Analytics

We use a tool called "Google Analytics" to collect information about use of this site. Google Analytics collects information such as how often users visit this site, what pages they visit when they do so, and what other sites they used prior to coming to this site. We use the information we get from Google Analytics only to improve this site. Google Analytics collects only the IP address assigned to you on the date you visit this site, rather than your name or other identifying information. We do not use Google Analytics to collect personally identifiable information. Although Google Analytics plants a permanent cookie on your web browser to identify you as a unique user the next time you visit this site, the cookie cannot be used by anyone but Google. Google's ability to use and share information collected by Google Analytics about your visits to this site is restricted by the [Google Analytics Terms of Use](#) and the [Google Privacy Policy](#). You can prevent Google Analytics from recognizing you on return visits to this site by disabling cookies on your browser.

Other Privacy Matters

Information From Children: The Companies do not direct their websites to children under thirteen (13) years of age. Individuals under eighteen (18) should consult with their parent or guardian about the use of this website.

Monitoring, Enforcement, and Legal Requests: The Companies are not obligated to monitor this website or its use, or to retain the content of any user session. However, the Companies reserve the right at all times to monitor, review, retain, and/or disclose any information as necessary to satisfy any applicable law, regulation, legal process, or governmental request, or to cooperate with law enforcement and other authorities in investigating a claim of illegal activity. We may use IP addresses to identify a user when we feel it is necessary to protect our service, website, clients, potential clients, or others.

Other Websites: Except as otherwise expressly discussed in this Privacy Policy, this policy only addresses the Companies' use and disclosure of information we collect from you. To the extent that you disclose personal information to other websites, you are subject to the privacy customs and policies of those other sites. We encourage you to ask questions before you disclose any personal information.

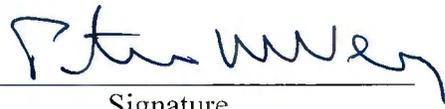
Transmission Errors or Unauthorized Acts: No data transmission over the Internet can be guaranteed to be 100 percent secure. While we strive to protect your personal information, the Companies cannot ensure or warrant the security of any information you transmit to us or any information provided online, and you do so at your own risk. The Companies will not be liable for disclosures of your personal information due to errors in transmission or unauthorized acts of third parties. Once we receive your transmission, we will do our best to ensure its security on our systems by making reasonable efforts to protect the information.

Security: Any information provided to the Companies is treated with care and discretion. The Companies will take a proactive approach to ensure the information is kept private and is not misused.

Questions About the Privacy Policy

We pursue a full-disclosure approach to responsibly care for the information you have entrusted with us, and we depend on information sharing as our principal means to best serve you. We will continually monitor feedback and seek to improve our services to meet your needs. If you have any questions about this Privacy Policy or the practices of this website, or if you would like to provide comments, please contact us using our online forms, by telephone at (888) 888-0612, by email at info@attorneygroup.com, or by regular mail at the address listed above.

This is Exhibit "H" referred to in the
Affidavit of Kate Boyle affirmed
before me on the 21st day of
March, 2025.

A handwritten signature in blue ink, appearing to read "Peter McVey", written over a horizontal line.

Signature

PETER C. McVEY, K.C.
A Barrister of the Supreme
Court of Nova Scotia



W A G N E R S

EST. 1982

Raymond F. Wagner, K.C.

raywagner@wagners.co

March 7, 2025

VIA EMAIL

Anthony Johnson

Johnson Firm
610 President Clinton Ave
Suite 200
Little Rock, AR 72201
info@yourattorney.com

Dear Mr. Johnson,

Re: Unauthorized Solicitation of Tobacco Claimants – Immediate Action Required

We write to you in our capacity as Representative Counsel for Canadian victims of tobacco harm - the Pan-Canadian Claimants (“PCCs”) - in the ongoing tobacco proceedings under the *Companies’ Creditors Arrangement Act*, RSC 1985, c C-36, as amended (“CCAA”), before the Ontario Superior Court of Justice (Commercial List) (“CCAA Court”).

On December 9, 2019, we were appointed by the CCAA Court to act as Representative Counsel for the PCCs in the context of these CCAA proceedings. Since that time, we have been actively representing the interests of PCCs, ensuring that their rights are properly protected and advanced within the court-approved process.

It has come to our attention that you are operating a website – attorneygroup.com – through Lawyer Advertising, AIAG, LLC carrying on business as Attorney Group (“Attorney Group”) and are soliciting claimants to sign up for legal representation in relation to the “Tobacco Company Lawsuit Payout” (see enclosed screenshots).

This conduct is expressly prohibited by the CCAA Plans of Compromise and Arrangement approved by Chief Justice Morawetz of the CCAA Court. Specifically, section 8.4 of the CCAA Plans states:

8.4 No Solicitation of Pan-Canadian Claimants

No Persons other than the PCC Representative Counsel, their agent Epiq, the Claims Administrator, or any Person specifically authorized by any of the foregoing Persons or by the CCAA Court, shall solicit Pan-Canadian

P.O. BOX 756 CENTRAL RPO, HALIFAX, NOVA SCOTIA B3J 2V2

SUITE PH301, 1869 UPPER WATER STREET, HALIFAX, NOVA SCOTIA B3J 1S9

OFFICE: (902) 425-7330 TOLL-FREE: 1-800-465-8794 FAX: (902) 422-1233

www.wagners.co

Claimants in order to assist them with the preparation or submission of their PCC Claim Packages under the PCC Compensation Plan.

This restriction is not discretionary. Your solicitation of Pan-Canadian Claimants constitutes an unlawful interference with the administration of justice.

In December 2024, when another firm falsely held itself out as representing PCCs, the CCAA Court issued an injunction prohibiting such conduct. Copies of the related Endorsement and Order are enclosed for your reference. Specifically, the Court made clear that:

- Soliciting claimants for legal representation creates confusion and risks undermining claimants' rights. Claimants may mistakenly believe they must retain an outside firm to access compensation when, in fact, the PCC Compensation Plan provides for their claims to be processed without additional legal fees.
- Unauthorized actors interfere with claimants' ability to receive accurate and timely information. This is particularly harmful given the complexity and duration of these proceedings.
- Such conduct disrupts the orderly resolution of the CCAA Proceedings. The Court determined that allowing unauthorized third parties to interject could cause irreparable harm.

Given that your conduct mirrors the actions already enjoined by the CCAA Court, we anticipate that the Court will impose the same restrictions and corresponding legal consequences should you fail to immediately cease and desist.

Accordingly, we require that you:

1. Immediately remove all solicitations related to the tobacco settlement and tobacco claims process, including but not limited to any information relating to the ongoing tobacco proceedings under the CCAA on the website attorneygroup.com, any associated domains, social media posts, online advertisements, and any other public communications encouraging claimants to seek representation. You must confirm in writing once all such solicitations have been successfully removed.
2. Disclose the identities of all lawyer(s) and/or law firm(s) to whom you and/or Attorney Group have directed, or would have directed, any inquiries regarding tobacco claims received through your website, social media, advertising, or any other solicitation efforts;
3. Provide us with the list of all persons who signed up or provided information through the website attorneygroup.com or any other Attorney Group platform, including all contact and other information obtained and/or collected by you and/or Attorney Group ("Attorney Group List");
4. Permanently destroy all copies of the Attorney Group List in your possession, whether in electronic or paper form; and

5. Cease and desist from any further solicitation of Pan-Canadian Claimants, through any medium including websites, social media, direct outreach, or advertising.

You must provide written confirmation of compliance with the above requests via email no later than **March 10, 2025, at 12:00 pm EST.**

If we do not receive confirmation that all solicitations have been removed as set out in Item #1, we will be required to seek injunctive relief and all other available legal remedies to protect the integrity of the claims process. While we fully expect compliance with Items #2 through #5, our immediate and non-negotiable demand is that all improper solicitations cease without delay. We reserve all rights to seek further relief as necessary.

We trust you will govern yourself accordingly. Should you require any clarification, please do not hesitate to contact us.

Yours truly,



Raymond F. Wagner, K.C.

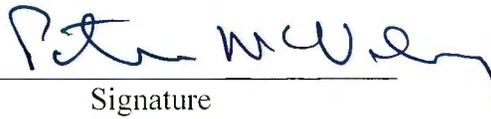
RFW/dm

raywagner@wagners.co

Enclosures

cc: Kate Boyle – kboyle@wagners.co

This is Exhibit "I" referred to in the
Affidavit of Kate Boyle affirmed
before me on the 21st day of
March, 2025.



Signature

PETER C. McVEY, K.C.
A Barrister of the Supreme
Court of Nova Scotia

Details

For service of process contact the [Secretary of State's office](#).

LLC Member information is now confidential per Act 865 of 2007

For access to our corporations bulk data download service [click here](#).

Corporation Name

AIAG, LLC

Fictitious Names

ATTORNEY GROUP

Filing

811052885

Filing Type

Limited Liability Company

Filed Under Act

Domestic LLC; 1003 of 1993

Status

Good Standing

Principal Address

—

Reg. Agent

LYLE D. FOSTER

Agent Address

901 N UNIVERSITY LITTLE ROCK, AR 72207

Date Filed

05/01/2014

Officers

LYLE D FOSTER, Incorporator/Organizer

THIRD CO LLC, Manager

ANTHONY C JOHNSON, Manager

LYLE D. FOSTER ESQ, Tax Preparer

Foreign Name

N/A

Foreign Address

—

State of Origin

—

[Purchase a Certificate of Good Standing for this Entity.](#)

[Pay Franchise Tax for this corporation](#)

This is Exhibit "J" referred to in the
Affidavit of Kate Boyle affirmed
before me on the 21st day of
March, 2025.



Signature

PETER C. McVEY, K.C.
A Barrister of the Supreme
Court of Nova Scotia

From: [Kate Boyle](#)
To: lyle.foster@hmflaw.net; elisha.patrick@hmflaw.net
Cc: [Dayna MacGillivray](#); [Ray Wagner](#)
Subject: Urgent – Unauthorized Solicitation of Canadian Tobacco Claimants
Date: Monday, March 10, 2025 2:22:40 PM
Attachments: [wagners_logo@2x_8d5982a5-a3d8-4876-bcc4-f5ec30f42726.png](#)
[bestlawyersawardlogo_rescaled_e3a70271-1136-4523-b557-03ec29840e79.png](#)
[cl_top-personal-injury-boutique_solo-200x200_a01a64a0-ae68-4d32-8bd5-2469b3a500e5.png](#)
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[youtubelogoicon_68x68_356e3937-1d6b-4292-979a-b5fdbb7a1b47.png](#)
[Ltr to Anthony Johnson - 2025 03 07.pdf](#)
[Actis Law Group Injunction - FINAL Endorsement \(PCC\) - 2024 12 10.pdf](#)
[Actis Law Group Injunction - JTIM - FINAL Order \(PCC\) - ISSUED & ENTERED 2024 12 10.pdf](#)
[Actis Law Group Injunction - RBH - FINAL Order \(PCC\) - ISSUED & ENTERED 2024 12 10.pdf](#)
[Actis Law Group Injunction - IMPERIAL - FINAL Order \(PCC\) - ISSUED & ENTERED 2024 12 10.pdf](#)
[Attorney Group - Screenshots.pdf](#)
[Attorney Group - Screenshots.pdf](#)
Importance: High

Dear Mr. Foster,

We write regarding our letter to Mr. Anthony Johnson, dated March 7, 2025, concerning the unauthorized solicitation of Canadian Tobacco Claimants through attorneygroup.com and related advertising (see attached).

As Court-appointed Representative Counsel for the Pan-Canadian Claimants (“PCCs”)—Canadian victims of tobacco harm—we are actively engaged in the ongoing tobacco proceedings under the *Companies’ Creditors Arrangement Act* before the Ontario Superior Court of Justice (Commercial List).

To date, we have not received any confirmation of compliance from Mr. Johnson. As we understand you are the registered agent for AIAG, LLC d/b/a Attorney Group, we require immediate confirmation that you have received our March 7, 2025, letter and that you are addressing this matter.

This solicitation is in direct violation of a court-Endorsement, which expressly prohibits unauthorized solicitation of Pan-Canadian Claimants, and continued non-compliance could carry serious legal consequences.

If this issue is not resolved immediately, we will have no choice but to seek injunctive relief against Attorney Group, which we are confident will be granted. We remain open to discussing this matter to avoid further legal action, time, and court resources.

Please confirm receipt of this email and provide an update at your earliest opportunity. Please contact us if you have any questions.

Sincerely,

Kate



W A G N E R S

EST. 1982



Kate Boyle
Partner

kboyle@wagners.co

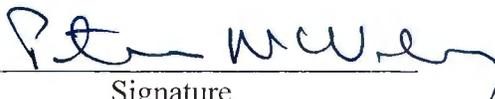
She/Her

P: 1-902-425-7330 | F: 1-902-422-1233 | T: 1-800-465-8794
1869 Upper Water Street, Suite PH301, Historic Properties
Halifax, NS B3J 1S9 Canada | www.wagners.co

This email contains confidential/privileged information. Any unauthorized distribution is prohibited. If you have received this e-mail in error, please contact us immediately.

Ce courriel contenir de l'information confidentielle ou privilegiee. Toute distribution non autorisee est prohibee. Si vous avez reeu ce courriel par erreur, veuillez communiquer avec son expéditeur immediatement.

This is Exhibit "K" referred to in the
Affidavit of Kate Boyle affirmed
before me on the 21st day of
March, 2025.



Signature

PETER C. McVEY, K.C.
A Barrister of the Supreme
Court of Nova Scotia

From: Anthony Johnson <anthony@yourattorney.com>
Sent: Tuesday, March 11, 2025 12:27 AM
To: Kate Boyle <kboyle@wagners.co>
Subject: Fwd: FW: Urgent – Unauthorized Solicitation of Canadian Tobacco Claimants

You don't often get email from anthony@yourattorney.com. [Learn why this is important](#)
The pages have been taken down.

Anthony Johnson

CEO

[\(501\) 300-0000](tel:(501)300-0000)

We fight for the injured.

[\(501\) 777-7777](tel:(501)777-7777)

----- Forwarded message -----

From: Lyle Foster <Lyle.Foster@hmflaw.net>
Date: Mon, Mar 10, 2025 at 12:28 PM
Subject: FW: Urgent – Unauthorized Solicitation of Canadian Tobacco Claimants
To: Anthony Johnson (anthony@yourattorney.com) <anthony@yourattorney.com>
Cc: Elisha Patrick <elisha.patrick@hmflaw.net>

Anthony,

See below. We will take no action, unless directed otherwise.

Lyle

This is Exhibit "L" referred to in the
Affidavit of Kate Boyle affirmed
before me on the 21st day of
March, 2025.



A handwritten signature in blue ink, appearing to read "Peter Mcvey", written over a horizontal line.

Signature

PETER C. McVEY, K.C.
A Barrister of the Supreme
Court of Nova Scotia

From: [Kate Boyle](#)
To: [Anthony Johnson](#); [lyle.foster@hmflaw.net](#)
Cc: [Ray Wagner](#); [Dayna MacGillivray](#); [elisha.patrick@hmflaw.net](#)
Subject: RE: FW: Urgent – Unauthorized Solicitation of Canadian Tobacco Claimants
Date: Tuesday, March 11, 2025 12:56:51 PM
Attachments: [image001.png](#)
[image002.png](#)
[image003.png](#)
[image004.png](#)
[image005.png](#)
[image006.png](#)
[image007.png](#)
[image008.png](#)
[image009.png](#)
[image010.png](#)
[image011.png](#)
[wagners_logo@2x_8d5982a5-a3d8-4876-bcc4-f5ec30f42726.png](#)
[bestlawyersawardlogo_rescaled_dc5e46fa-4127-4a79-a6b4-66b428224b24.png](#)
[cl_top-personal-injury-boutique_solo-200x200_d11c6d4f-4dae-4524-91a9-9bb2f9f143f4.png](#)
[2023_toppersonalinjuryboutique_rescaled_1bdd0970-1920-475d-8790-a6f60c383de6.png](#)
[linkedinlogoicon_68x68_73e0705f-7913-4185-abc2-896c74de171e.png](#)
[facebooklogoicon_68x68_591050c4-2700-4fe6-8994-2a7ac071f77a.png](#)
[twitterlogoicon_68x68_9997861d-7790-472d-8042-6a1750c0b395.png](#)
[instagramlogoicon_68x68_89475fac-4e6f-4f8a-a7bf-6ad8e5a91b29.png](#)
[youtubelogoicon_68x68_356e3937-1d6b-4292-979a-b5f8db7a1b47.png](#)
[Actis Law Group Injunction - RBH - FINAL Order \(PCC\) - ISSUED & ENTERED 2024 12 10.pdf](#)

Mr. Johnson and Mr. Foster,

Thank you for confirming the removal of the Attorney Group webpage. However, we note that Facebook advertisements for Attorney Group’s tobacco claims solicitation remain active, and so too does the Facebook page (screenshots below). These must also be immediately removed.

Further, in the injunction granted against Actis Law Group, the CCAA Court ordered that Ms. Grass provide PCC Representative Counsel with a list of all individuals who had contacted her firm. Given the identical nature of the unauthorized solicitation in this instance, we are confident that the same relief would be granted here.

Accordingly, we request that you:

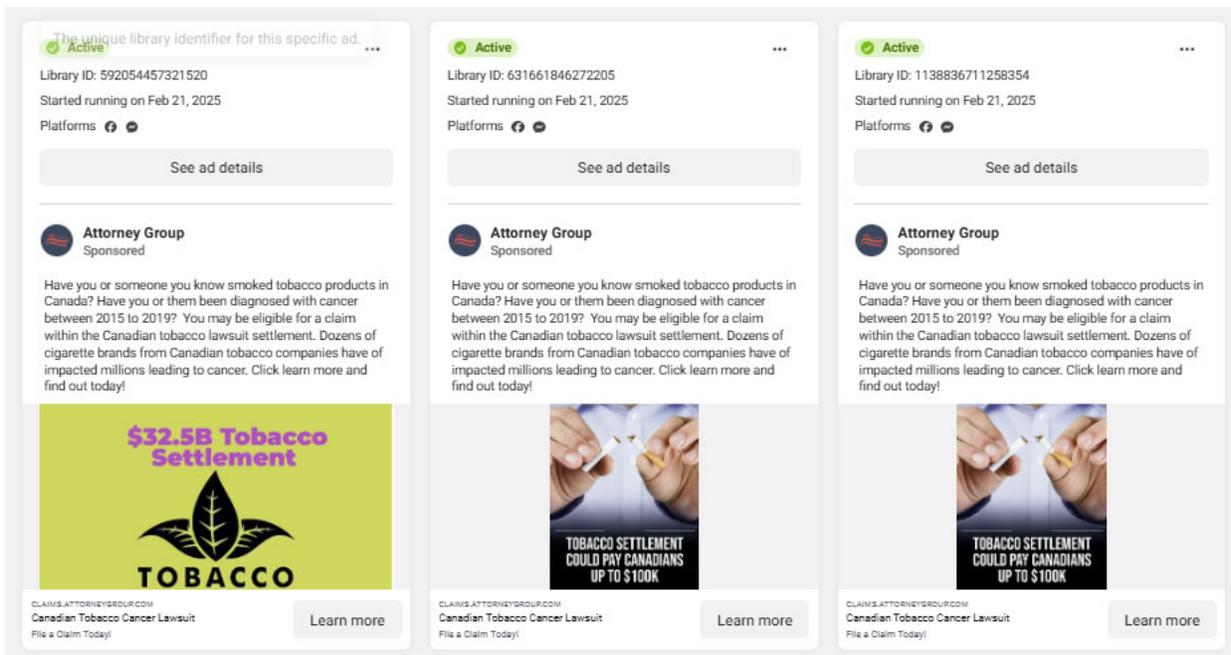
1. Provide us with a list of all persons who signed up or provided information through attorneygroup.com or any other Attorney Group platform or advertisement, relating to the Tobacco Lawsuit, including all contact details and other information obtained and/or collected by Attorney Group; or,
2. In the alternative, notify all individuals who contacted Attorney Group regarding the tobacco lawsuit, directing them to the official claims agent, Epiq, at info@TobaccoClaimsCanada.ca and the official website www.TobaccoClaimsCanada.ca, so they receive accurate and official information.

We expect immediate removal of the Facebook advertisements and Facebook webpage and confirmation from you by end of day today that this has been or will be done, along with either 1 or 2, above.

Please confirm compliance with these requests by 5 pm EST today.

Thank you,

Kate



CANCER COMPENSATION

DID YOU SMOKE CANADIAN CIGARETTES BETWEEN JANUARY 1, 1950, AND NOVEMBER 20, 1998?

You may qualify for a lawsuit payout.



Tobacco Claims

82 likes • 310 followers

Sign Up

Message

Like

Posts About Mentions Reviews Followers Photos More ▾

Intro

Page · Legal Service

claim.attorneygroup.com/canadian-tobacco-lawsuit

Not yet rated (2 Reviews)

Posts

Filters



Tobacco Claims

February 21 at 8:50 AM · 🌐

Tobacco firms to pay \$23.6bn in proposed Canada settlement

Three of the world's biggest cigarette companies are nearing a deal that would end a decades-long



WAGNERS
EST. 1982



Kate Boyle

Partner

kboyle@wagners.co

She/Her

P: 1-902-425-7330 | F: 1-902-422-1233 | T: 1-800-465-8794

1869 Upper Water Street, Suite PH301, Historic Properties

Halifax, NS B3J 1S9 Canada | www.wagners.co

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This is Exhibit "M" referred to in the
Affidavit of Kate Boyle affirmed
before me on the 21st day of
March, 2025.



A handwritten signature in blue ink, appearing to read "Peter McVey", written over a horizontal line.

Signature

PETER C. McVEY, K.C.
A Barrister of the Supreme
Court of Nova Scotia

From: [Kate Boyle](#)
To: [Anthony Johnson](#); [lve.foster@hmflaw.net](#)
Cc: [Ray Wagner](#); [Dayna MacGillivray](#); [elisha.patrick@hmflaw.net](#)
Subject: Immediate Compliance Required – Meta Ads Removal
Date: Wednesday, March 19, 2025 12:35:26 PM
Attachments: [image010.png](#)
[image011.png](#)
[image012.png](#)
[image013.png](#)
[image014.png](#)
[image015.png](#)
[image016.png](#)
[image017.png](#)
[image018.png](#)
[image019.png](#)
[image020.png](#)
[image001.png](#)
[wagners_logo@2x_8d5982a5-a3d8-4876-bcc4-f5ec30f42726.png](#)
[bestlawyersawardlogo_rescaled_dc5e46fa-4127-4a79-a6b4-66b428224b24.png](#)
[d_top-personalinjury-boutique_solo-200x200_d11c644f-4dae-4524-91a9-9bb2f9f143f4.png](#)
[2023_toppersonalinjuryboutique_rescaled_1bdd0970-1920-475d-8790-a6f60c383de6.png](#)
[linkedinlogoicon_68x68_73e0705f-7913-4185-abc2-896c74de171e.png](#)
[facebooklogoicon_68x68_591050c4-2700-4fe6-8994-2a7ac07177a.png](#)
[twitterlogoicon_68x68_9997861d-7790-472d-8042-6a1750c0b395.png](#)
[instagramlogoicon_68x68_89475fac-4e6f-4f8a-a7bf-6ad8e5a91b29.png](#)
[youtubelogoicon_68x68_356e3937-1d6b-4292-979a-b5fddb7a1b47.png](#)

Dear Mr. Johnson and Mr. Foster,

The Meta ads below have not been taken down. **If they are not removed immediately—by 1:30 p.m. EST today (12:30 p.m. CT),** we will be scheduling an urgent injunction motion before Chief Justice Morawetz of the Ontario Superior Court of Justice to be heard on Thursday, March 20, or Friday, March 21. In that case, we will send you the motion materials by email, along with details for your virtual attendance.

If the Meta ads are removed immediately, but you do not comply with the additional requests set out in our March 7, 2025 letter—including confirming your agreement to cease and desist from any further solicitation of Pan-Canadian Claimants through any medium, including websites, social media, direct outreach, or advertising—we will proceed to schedule a non-urgent injunction motion before Chief Justice Morawetz for a later date.

Please confirm by 1:30 p.m. EST (12:30 p.m. CT) today that the Meta ads have been taken down.

Sincerely,

Kate



Kate Boyle

Partner

kboyle@wagners.co

She/Her

P: 1-902-425-7330 | F: 1-902-422-1233 | T: 1-800-465-8794

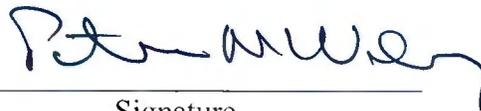
1869 Upper Water Street, Suite PH301, Historic Properties

Halifax, NS B3J 1S9 Canada | www.wagners.co

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This is Exhibit "N" referred to in the
Affidavit of Kate Boyle affirmed
before me on the 21st day of
March, 2025.

A handwritten signature in black ink, appearing to read "Peter McVey", written over a horizontal line.

Signature

PETER C. McVEY, K.C.
A Barrister of the Supreme
Court of Nova Scotia

From: [Anthony Johnson](#)
To: [Kate Boyle](#)
Cc: [lyle.foster@hmflaw.net](#); [Ray Wagner](#); [Dayna MacGillivray](#); [elisha.patrick@hmflaw.net](#)
Subject: Re: Immediate Compliance Required – Meta Ads Removal
Date: Wednesday, March 19, 2025 9:34:13 PM
Attachments: [image010.png](#)
[image011.png](#)
[image012.png](#)
[image013.png](#)
[image014.png](#)
[image015.png](#)
[image016.png](#)
[image017.png](#)
[image018.png](#)
[image019.png](#)
[image020.png](#)
[image001.png](#)
[wagners_logo@2x_8d5982a5-a3d8-4876-bcc4-f5ec30f42726.png](#)
[bestlawyersawardlogo_rescaled_dc5e46fa-4127-4a79-a6b4-66b428224b24.png](#)
[cl_top-personal-injury-boutique_solo-200x200_d11c6d4f-4dae-4524-91a9-9bb29f143f4.png](#)
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[linkedinlogoicon_68x68_73e0705f-7913-4185-abc2-896c74de171e.png](#)
[facebooklogoicon_68x68_591050c4-2700-4fe6-8994-2a7ac071f77a.png](#)
[twitterlogoicon_68x68_9997861d-7790-472d-8042-6a1750c0b395.png](#)
[instagramlogoicon_68x68_89475fac-4e6f-4f8a-a7bf-6ad8e5a91b29.png](#)
[youtubelogoicon_68x68_356e3937-1d6b-4292-979a-b5fd8b7a1b47.png](#)

You don't often get email from anthony@yourattorney.com. [Learn why this is important](#)
Meta ads have been down since last email and status has not changed. .



Anthony Johnson

CEO

[\(501\) 300-0000](tel:(501)300-0000)



We fight for the injured.
[\(501\) 777-7777](tel:(501)777-7777)



This is Exhibit "O" referred to in the
Affidavit of Kate Boyle affirmed
before me on the 21st day of
March, 2025.



Signature

PETER C. McVEY, K.C.
A Barrister of the Supreme
Court of Nova Scotia

From: [Kate Boyle](#)
To: [Anthony Johnson](#)
Cc: [lyle.foster@hmflaw.net](#); [Ray Wagner](#); [Davna MacGillivray](#); [elisha.patrick@hmflaw.net](#)
Subject: RE: Immediate Compliance Required – Meta Ads Removal
Date: Thursday, March 20, 2025 1:22:09 PM
Attachments: [image001.png](#)
[image002.png](#)
[image003.png](#)
[image004.png](#)
[image005.png](#)
[image006.png](#)
[image007.png](#)
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[image012.png](#)
[image013.png](#)
[wagners_logo@2x_8d5982a5-a3d8-4876-bcc4-f5ec30f42726.png](#)
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[instagramlogoicon_68x68_89475fac-4e6f-4f8a-a7bf-6ad8e5a91b29.png](#)
[youtubeinfoicon_68x68_356e3937-1d6b-4292-979a-b5fddb7a1b47.png](#)

Mr. Johnson and Mr. Foster,

A search of Meta’s ad library, which includes all advertisements currently running across Meta technologies, identifies that Attorney Group’s Sponsored Meta ads (pictured below) have not been removed and remain “active”, meaning they are publicly viewable and accessible.

As outlined in my former email, if you do not comply with the additional requests set out in our March 7, 2025 letter—including confirming our agreement to cease and desist from any further solicitation of Pan-Canadian Claimants through any medium, including websites, social media, direct outreach, or advertising—we intend to schedule an injunction motion before Chief Justice Morawetz to be heard next week. I will be in touch with further details once we hear back regarding Court availability.

Kate

Launched February 2025

The screenshot displays three identical active advertisements in a grid. Each ad card includes the following information:

- Status:** Active (indicated by a green checkmark icon)
- Library ID:** 592054457321520, 631661846272205, and 1138836711258354
- Start Date:** Started running on Feb 21, 2025
- Platforms:** Facebook and Instagram (indicated by icons)
- Action:** See ad details button
- Advertiser:** Attorney Group (Sponsored)
- Text:** "Have you or someone you know smoked tobacco products in Canada? Have you or them been diagnosed with cancer between 2015 to 2019? You may be eligible for a claim within the Canadian tobacco lawsuit settlement. Dozens of cigarette brands from Canadian tobacco companies have impacted millions leading to cancer. Click learn more and find out today!"
- Image:** A green background with a tobacco leaf logo and the text "\$32.5B Tobacco Settlement" and "TOBACCO". The other two ads show a hand holding a lit cigarette with the text "TOBACCO SETTLEMENT COULD PAY CANADIANS UP TO \$100K".
- Footer:** CLAIMS.ATTORNEYGROUP.COM, Canadian Tobacco Cancer Lawsuit, File a Claim Today!, and a Learn more button.
- System Status:** System status (checked)



Kate Boyle
Partner
kboyle@wagners.co
She/Her

P: 1-902-425-7330 | F: 1-902-422-1233 | T: 1-800-465-8794
1869 Upper Water Street, Suite PH301, Historic Properties
Halifax, NS B3J 1S9 Canada | www.wagners.co

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immédiatement.

This is Exhibit "P" referred to in the
Affidavit of Kate Boyle affirmed
before me on the 21st day of
March, 2025.



Signature

PETER C. McVEY, K.C.
A Barrister of the Supreme
Court of Nova Scotia



W A G N E R S

EST. 1982

Raymond F. Wagner, K.C.

raywagner@wagners.co

March 4, 2025

VIA EMAIL

Brian Cheaney
5018 Tampa West Blvd
Tampa, FL 33634

Dear Mr. Cheaney,

Re: Unauthorized Solicitation of Tobacco Claimants

We write to you in our capacity as Representative Counsel for Canadian victims of tobacco harm - the Pan-Canadian Claimants (“PCCs”) - in the ongoing tobacco proceedings under the *Companies’ Creditors Arrangement Act*, RSC 1985, c C-36, as amended (“CCAA”), before the Ontario Superior Court of Justice (Commercial List) (“CCAA Court”).

On December 9, 2019, we were appointed by the CCAA Court to act as Representative Counsel for the PCCs in the context of these CCAA proceedings. Since that time, we have been actively representing the interests of PCCs, ensuring that their rights are properly protected and advanced within the court-approved process.

It has come to our attention that you are operating a website – www.tobaccoclaims.ca – through BTC TCB, LLC carrying on business as Shine Legal Network (“Shine Legal Network”) that solicits claimants to sign up for legal representation in relation to the “Tobacco Settlement Canada 2025”.

We wish to bring to your attention that the CCAA Plans of Compromise and Arrangement of each of the Tobacco Companies are currently before Chief Justice Morawetz of the CCAA Court. These CCAA Plans provide for the settlement of claims of tobacco victims suffering from certain tobacco-related diseases and expressly prohibit such solicitation. Section 8.4 of the CCAA Plans states:

8.4 No Solicitation of Pan-Canadian Claimants

No Persons other than the PCC Representative Counsel, their agent Epiq, the Claims Administrator, or any Person specifically authorized by any of the foregoing Persons or by the CCAA Court, shall solicit Pan-Canadian Claimants in order to assist them with the preparation or submission of their PCC Claim Packages under the PCC Compensation Plan.

P.O. BOX 756 CENTRAL RPO, HALIFAX, NOVA SCOTIA B3J 2V2

SUITE PH301, 1869 UPPER WATER STREET, HALIFAX, NOVA SCOTIA B3J 1S9

OFFICE: (902) 425-7330 TOLL-FREE: 1-800-465-8794 FAX: (902) 422-1233

www.wagners.co

From January 29 to 31, 2025, the CCAA Court heard motions seeking, among other relief, Sanction Orders approving each of the Tobacco Companies' CCAA Plans. The Court has reserved its decision.

Although the decision remains under reserve, in December 2024, when another firm falsely held itself out as representing PCCs, the CCAA Court issued an injunction prohibiting such conduct. Copies of the related Endorsement and Order are enclosed for your reference. Specifically, the Court found that:

- Soliciting claimants for legal representation creates confusion and risks undermining claimants' rights. Claimants may mistakenly believe they must retain an outside firm to access compensation when, in fact, the PCC Compensation Plan provides for their claims to be processed without additional legal fees.
- Unauthorized actors interfere with claimants' ability to receive accurate and timely information. This is particularly harmful given the complexity and duration of these proceedings.
- Such conduct disrupts the orderly resolution of the CCAA Proceedings. The Court determined that allowing unauthorized third parties to interject could cause irreparable harm.

We have no reason to believe that any of these considerations have changed in the intervening period.

Accordingly, we require that you:

1. Immediately remove all solicitations related to the tobacco settlement and tobacco claims process, including but not limited to the website www.tobaccoclaims.ca, any associated domains, social media posts, online advertisements, and any other public communications encouraging claimants to seek representation, and confirm with us in writing once they have been successfully removed;
2. Provide to us the names of all lawyer(s) and/or law firm(s) to whom you and/or Shine Legal Network have directed, or would have directed, any inquiries regarding tobacco claims received through your website, social media, advertising, or any other solicitation efforts;
3. Provide us with the list of all persons who signed up or provided information through the website www.tobaccoclaims.ca or any other Shine Legal Network platform, including all contact and other information obtained and/or collected by you and/or Shine Legal Network ("Shine Legal List");
4. After completing #3, permanently destroy all copies of the Shine Legal List in your possession, whether in electronic or paper form; and
5. Confirm in writing that neither you nor Shine Legal Network, nor any related entity or person, will engage in any further solicitation of Pan-Canadian Claimants, through any medium including websites, social media, direct outreach, or advertising.

Please provide written confirmation of compliance with the above requests, including confirmation of the removal of all solicitations; the list of lawyer(s) and/or law firm(s) to whom inquiries were directed;

and the Shine Legal List, along with confirmation of its destruction, via email, by no later than **Friday, March 7, 2025, at 4:00 pm EST.**

If we do not receive such confirmation, we will have no choice but to pursue all necessary legal remedies, including seeking injunction orders and their enforcement, to protect the integrity of the claims process.

We trust that you will govern yourself accordingly. Should you require any clarification, please do not hesitate to contact us.

Yours truly,



Raymond F. Wagner, K.C.

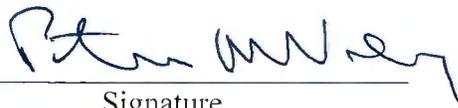
RFW/dm

raywagner@wagners.co

Enclosures

cc: Kate Boyle – kboyle@wagners.co

This is Exhibit "Q" referred to in the
Affidavit of Kate Boyle affirmed
before me on the 21st day of
March, 2025.

A handwritten signature in black ink, appearing to read "Peter McVey", written over a horizontal line.

Signature

PETER C. McVEY, K.C.
A Barrister of the Supreme
Court of Nova Scotia

From: Brian Cheaney <[REDACTED]>

Date: March 7, 2025 at 12:04:55 PM AST

To: Ray Wagner <raywagner@wagners.co>, Kate Boyle
<kboyle@wagners.co>

Subject: Regarding Correspondence March 5th / Tobacco Claimants

[You don't often get email from [REDACTED] Learn why this is important at <https://aka.ms/LearnAboutSenderIdentification>]

March 7, 2025

Dear Mr. Wagner,

This letter is in response to your correspondence dated March 5, 2025, regarding solicitation concerns related to the tobacco claims process.

We acknowledge receipt of your letter and confirm that we have fully complied with your requests.

Specifically, please note the following clarifications:

- 1) We confirm the immediate removal of the website Tobaccoclaims.ca from public access on March 5th. The website was inadvertently made public on March 3, 2025, due to internal oversight. We affirm that no active solicitations, social media posts, advertisements, or public communications were made encouraging claimants to seek legal representation. The website was solely under preliminary development as a speculative proof of concept by our internal team, intended exclusively to demonstrate future marketing possibilities for potential legal clients. It was not intended for public release at this time.
- 2) As the website was in a purely speculative design phase, our company has no contracts or agreements with lawyers or law firms regarding this matter. Consequently, we have no list of lawyers or law firms to provide.
- 3) Despite the website being non-operational, two individuals managed to sign up multiple times on March 4th and March 5th. These names are attached per your request. Please note these sign-ups occurred without solicitation, active advertising, or communication on our part regarding tobacco claims. To the date of this letter, there are no other persons who provided information from this or any other Shine Legal platform regarding tobacco claims.
- 4) We confirm that all copies of personal information gathered through the

website have been permanently deleted from our records, with the sole exception of the enclosed screenshot provided to you per your request.

5) We confirm that neither Shine Legal Network nor any related entities or individuals will engage in any solicitation of Pan-Canadian Claimants through any medium, including websites, social media, direct outreach, or advertising, unless or until there is a time when such activities are deemed permissible.

Should you require further clarification, please do not hesitate to contact me directly.

Sincerely,
Brian Cheaney
President

A solid black rectangular redaction box covering the signature area.

BTC TCB, LLC / Shine Legal Network

0 of 5 selected.

<input type="checkbox"/>	#	Submitted	Date/Time	Variant	First Name	Last Name	Email
<input type="checkbox"/>	1	about 4 hours ago	2025-03-5 19:13 UTC	A	[REDACTED]	[REDACTED]	[REDACTED]
<input type="checkbox"/>	2	1 day ago	2025-03-4 16:47 UTC	A	[REDACTED]	[REDACTED]	[REDACTED]
<input type="checkbox"/>	3	1 day ago	2025-03-4 16:42 UTC	A	[REDACTED]	[REDACTED]	[REDACTED]
<input type="checkbox"/>	4	1 day ago	2025-03-4 16:40 UTC	A	[REDACTED]	[REDACTED]	[REDACTED]
<input type="checkbox"/>	5	1 day ago	2025-03-4 16:38 UTC	A	[REDACTED]	[REDACTED]	[REDACTED]

Court File No. CV-19-615862-00CL
Court File No. CV-19-616077-00CL
Court File No. CV-19-616779-00CL

**ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST**

THE HONOURABLE) , the day
) of March, 2025
CHIEF JUSTICE MORAWETZ)

IN THE MATTER OF THE *COMPANIES' CREDITORS ARRANGEMENT ACT*,
R.S.C. 1985, c. C-36, AS AMENDED

AND IN THE MATTER OF A PLAN OF COMPROMISE
OR ARRANGEMENT OF **JTI-MACDONALD CORP.**

AND IN THE MATTER OF A PLAN OF COMPROMISE
OR ARRANGEMENT OF **IMPERIAL TOBACCO CANADA LIMITED**
AND **IMPERIAL TOBACCO COMPANY LIMITED**

AND IN THE MATTER OF A PLAN OF COMPROMISE
OR ARRANGEMENT OF **ROTHMANS, BENSON & HEDGES INC.**

ORDER GRANTING INJUNCTIVE RELIEF

THIS MOTION made by PCC Representative Counsel pursuant to the *Companies' Creditors Arrangement Act*, R.S.C. 1985, c. c-36, as amended (the "CCAA") for mandatory injunctive relief against AIAG, LLC, carrying on business as Attorney Group, and Mr. Lyle Foster, named incorporator, organizer and registered agent, and Mr. Anthony Johnson, named principal (collectively, the "**Attorney Group**") was made this day in Toronto, Ontario.

ON READING PCC Representative Counsel’s Notice of Motion, the Affidavit of Kate Boyle dated March 21, 2025 (“**Boyle Affidavit**”), together with the exhibits thereto;

ON NOTING that the Third Amended and Restated Plan of Compromise and Arrangement in each of the CCAA proceedings (“**CCAA Plans**”) expressly prohibits the solicitation of Pan-Canadian Claimants (“**PCCs**”) under Section 8.4 thereof, which states as follows:

No Persons other than the PCC Representative Counsel, their agent Epiq, the Claims Administrator, or any Person specifically authorized by any of the foregoing Persons or by the CCAA Court, shall solicit Pan-Canadian Claimants in order to assist them with the preparation or submission of their PCC Claim Packages under the PCC Compensation Plan.

AND ON HEARING the submissions of PCC Representative Counsel, Quebec Class Counsel, and other such counsel requesting to be heard, all other parties having been duly served with the Motion Record;

1. **THIS COURT ORDERS** that the time for service of the Notice of Motion and the Motion Record herein is hereby abridged and validated so that this Motion is properly returnable today and hereby dispenses with further service thereof.
2. **THIS COURT ORDERS** that all capitalized terms used herein, unless herein otherwise defined, shall have the meanings ascribed to them in the Boyle Affidavit and the CCAA Plans.
3. **THIS COURT ORDERS** that the request for mandatory interlocutory injunctive relief is granted.
4. **THIS COURT ORDERS** that the injunctive relief granted hereunder shall remain in effect until the completion of the Claims Process under the Pan-Canadian Claimants’ Compensation Plan (“**PCC Compensation Plan**”), including the administration and distribution of all funds thereunder to Claimants, or until otherwise ordered by this Court.

5. **THIS COURT ORDERS** that Attorney Group shall immediately take down and remove, and/or and shall continue to ensure that the following remain inaccessible:

(a) the webpage found at the following link:

<https://claim.attorneygroup.com/canadian-tobacco-lawsuit/>, including any identical or substantially similar webpage, regardless of whether it has been temporarily or permanently removed;

(b) the Facebook page found at the following link:

<https://www.facebook.com/TobaccoClaims/>, including any associated or successor social media pages, advertisements, or solicitations that are identical or substantially similar in content, regardless of whether it has been temporarily or permanently removed;

(c) any other webpages, websites, social media posts, online advertisements, and any other public communications whatsoever relating to the Canadian Tobacco Lawsuit, the Tobacco Settlement and the claims and distribution processes under the CCAA Plans or the PCC Compensation Plan, for the purpose of soliciting PCCs for representation or to assist them with the preparation or submission of their PCC Claim Packages under the PCC Compensation Plan;

(collectively the “**Attorney Group Solicitations**”).

6. **THIS COURT ORDERS** Attorney Group to cease and desist from soliciting PCCs in connection with the CCAA Plans, including the PCC Compensation Plan and/or any compensation due thereunder;

7. **THIS COURT ORDERS** Attorney Group to provide PCC Representative Counsel with the list of all persons who signed up or provided information through the Attorney Group Solicitations, including all contact and other information obtained and/or collected by Attorney Group (the “**Attorney Group List**”) by March 28, 2025, at 3 pm (EST).

8. **THIS COURT ORDERS** Attorney Group to destroy all copies of the Attorney Group List in their possession, whether in electronic or paper form, by no later than March 28, 2025, at 5 pm (EST).

9. **THIS COURT ORDERS** that this Order shall apply to any persons or entities with knowledge or notice of this Order, and upon such knowledge or notice, such persons or entities shall:

- (a) immediately take down and remove any solicitations of PCCs and *Blais* Class Members, including but not limited to any websites, social media posts, advertisements, or other public communications in connection with the CCAA Plans, the PCC Compensation Plan, the Quebec Administration Plan, or any compensation due thereunder; and
- (b) immediately cease and desist from soliciting PCCs and *Blais* Class Members in connection with the CCAA Plans, the PCC Compensation Plan, the Quebec Administration Plan, or any compensation due thereunder.

10. **THIS COURT ORDERS** that PCC Representative Counsel are relieved from the requirement to provide an undertaking as to damages in respect of the Order sought.

AID AND RECOGNITION

11. **THIS COURT HEREBY REQUESTS** the aid and recognition of any court, tribunal, regulatory or administrative body or agency having jurisdiction in Canada or in any other foreign jurisdiction, to give effect to this Order. All courts, tribunals, regulatory and administrative bodies and agencies are hereby respectfully requested to make such Orders and to provide such assistance, as may be necessary or desirable to give effect to this Order.

Chief Justice Geoffrey B. Morawetz

IN THE MATTER OF THE *COMPANIES' CREDITORS ARRANGEMENT ACT*, R.S.C. 1985, c.C-36, AS AMENDED
AND IN THE MATTER OF A PLAN OF COMPROMISE OR ARRANGEMENT OF:

JTI-MACDONALD CORP.

IMPERIAL TOBACCO CANADA LIMITED AND IMPERIAL TOBACCO COMPANY LIMITED

ROTHMANS, BENSON & HEDGES INC.

Court File No. CV-19-615862-00CL

Court File No. CV-19-616077-00CL

Court File No. CV-19-616779-00CL

ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)
Proceeding commenced at Toronto

MOTION RECORD
PCC Representative Counsel's Motion for Injunctive Relief
(Returnable March 26, 2025)

WAGNERS

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PCC Representative Counsel