

**Schedule "1"**

**SETTLEMENT AGREEMENT**

Made as of the 15<sup>th</sup> day of July, 2025

Between

**Stephen Gilchrist and Gregory Gutman**

Plaintiffs in Ontario Superior Court of Justice, Court File No. CV-19-627174-00CP,  
in their personal and representative capacities

(the "Plaintiffs")

- and -

**Just Energy Group Inc.**

(the "Defendant")

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## RECITALS

- A. **WHEREAS**, by consent, on November 21, 2023, the Court certified the Action against the Defendant;
- B. **AND WHEREAS** the Plaintiffs have been granted leave to pursue an action on behalf of the class members for damages for misrepresentation under s 138.3(1) of the *Securities Act*, RSO 1990, c S.5, as amended (“**OSA**”) in Ontario Superior Court of Justice Court File No. CV-19-627174-00CP (the “**Action**”);
- C. **AND WHEREAS** the Defendant has denied and continues to deny all of the Plaintiffs’ claims in the Action and any resulting damages;
- D. **AND WHEREAS**, on October 31, 2023, the Court approved the settlement of the Action against Ernst & Young LLP (“**EY**”), subject to the terms of a Settlement Agreement between Mr. Gilchrist and EY dated October 13, 2022;
- E. **AND WHEREAS** the class consists of:

All persons and entities, wherever they may reside or may be domiciled, who acquired any Just Energy Securities during the Class Period and retained some or all of them at the close of trading on July 22, 2019, or August 14, 2019, other than Excluded Persons.

In the above definition:

“**Class Period**” means the period from May 16, 2018 to August 14, 2019 inclusive.

“**Excluded Persons**” means (i) the Defendants; (ii) Just Energy’s and Ernst & Young LLP’s past and present subsidiaries, affiliates, officers, directors, senior employees, partners, legal representatives, heirs, predecessors, successors and assigns; (iii) any member of the Individual Defendants’ immediate families; and (iv) any entity in which the Individual Defendants have a controlling interest.

“**Securities**” means: (i) common shares, previously listed for trading on the TSX and NYSE under the symbol “JE”; and (ii) 8.50% Series A preferred shares, previously listed for trading on the TSX under the symbol “JE.PR.U” and on the NYSE under the symbol “JE.PR.A”.

(the “**Class**” or the “**Class Members**”)

- F. **AND WHEREAS** counsel for each of the Plaintiffs and the Defendant have engaged in arm's length settlement discussions and negotiations, including with the assistance of a mediator, resulting in this settlement agreement ("**Settlement**" or "**Agreement**");
- G. **AND WHEREAS** the Plaintiffs, with the benefit of advice from Class Counsel (defined below), have concluded that this Agreement, which resolves finally and completely the Action, is fair, reasonable and in the best interests of the class members based upon an analysis of the facts and law applicable to the issues in this Action, and taking into account factors including the burdens, complexities, risks and expense of continued litigation, any potential appeals, and the potential risks to recovery in continuing the Action;

**NOW THEREFORE**, in consideration of the covenants, agreements and releases set forth in this Agreement and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, it is agreed by the Plaintiffs and the Defendant (together, the "**Parties**") that the Action be settled and dismissed on the merits with prejudice and without costs, subject to the approval of the Court, on the following terms and conditions.

## **SECTION 1- SETTLEMENT BENEFITS**

### **Payment of Settlement Amount**

- 1.1 Within forty-five (45) calendar days of the day the First Order is issued and entered, the Defendant shall pay or cause to be paid into the Escrow Account (as defined in section 2.1 below) pending Court approval of this settlement, the sum of twenty-five million United States dollars (US \$25,000,000.00) ("**Settlement Amount**") in full and final settlement of all matters raised or which could have been raised in the Action, inclusive of principal, interest, taxes, class counsel fees, honoraria, notice and administration costs, fees, costs and expenses related to the litigation or the settlement.
- 1.2 If the Settlement Amount is not paid into the Escrow Account in accordance with section 1.1 of this Agreement, then Plaintiffs, on behalf of the Class Members, shall have the right to: (a) terminate the Agreement by providing written notice to the Defendant; or (b) enforce the terms of the Agreement and seek a judgment effecting the terms herein.

## **SECTION 2- SETTLEMENT AMOUNT TO BE HELD IN TRUST**

- 2.1 Siskinds LLP (“**Siskinds**”) (together with Berger Montague (Canada) PC, and The Rosen Law Firm, “**Class Counsel**”) shall maintain an escrow account to hold the Settlement Amount in trust for the benefit of the Class (“**Escrow Account**”).
- 2.2 Except as expressly provided herein, all interest earned on the Settlement Amount shall accrue to the benefit of the Class and shall become and remain part of the Settlement Amount in the Escrow Account (“**Escrow Settlement Amount**”).

### **Taxes on Interest**

- 2.3 Subject to section 2.4, all taxes payable on any interest which accrues on or otherwise in relation to the Escrow Settlement Amount shall be the responsibility of the Plaintiffs and the Class. Class Counsel or the claims administrator appointed by the Court (“**Administrator**”) shall be solely responsible to fulfil all tax reporting and payment requirements arising from the Escrow Settlement Amount, including any obligation to report taxable income and make tax payments. All taxes (including interest and penalties) due with respect to the income earned by the Settlement Amount shall be paid from the Escrow Account.
- 2.4 Other than as expressly set out herein, the Defendant shall have no responsibility in any way related to the Escrow Account, including, but not limited to, making any filings relating to the Escrow Account, paying tax on any income earned on the Settlement Amount, or paying any taxes on the monies in the Escrow Account, unless this Agreement is terminated, in which case any interest earned on the Settlement Amount shall be paid to the Defendant which, in such case, shall be responsible for the payment of any taxes on such interest not previously paid by Class Counsel or the Administrator.

### **Transfer of the Escrow Settlement Amount to the Administrator**

- 2.5 Within ten (10) days of the date on which the Second Order under section 6.1 becomes a final order (“**Effective Date**”). Class Counsel shall transfer control of the Escrow Account and the Escrow Settlement Amount therein to the Administrator, but before doing so Class Counsel

may deduct and retain from the Escrow Settlement Amount the Class Counsel Fees (as defined in section 6.3) approved by the Court.

- 2.6 Upon the transfer of the Escrow Account to the Administrator, the Administrator shall maintain the Escrow Settlement Amount in the Escrow Account under the control of the Administrator and hold the Escrow Settlement Amount in trust as provided for in this Agreement.

### **No Reversion**

- 2.7 Unless this Agreement is terminated as provided herein, the Defendant shall not be entitled to the repayment of any portion of the Settlement Amount and then only to the extent of and in accordance with the terms provided herein.

## **SECTION 3- EFFECT OF SETTLEMENT**

### **No Admissions or Concessions**

- 3.1 This Agreement, whether or not it is terminated, and anything contained in it, and any and all negotiations, discussions, and communications associated with this Agreement, shall not be deemed, construed or interpreted to be:
- (a) an admission or concession by the Defendant or any the Releasees as defined in section 9.2 of any fact, fault, omission, wrongdoing, liability or damage, or of the truth of any of the claims or allegations made or which could have been made against them in the Action; or
  - (b) an admission or concession by the Plaintiffs, Class Counsel or the Class of any weakness in the claims of the Plaintiffs and the Class, or that the consideration to be given hereunder represents the amount that could or would have been recovered from the Defendant after trial of the Action.

### **Agreement Not Evidence nor Presumption**

- 3.2 This Agreement, whether or not it is terminated, and anything contained in it, and any and all negotiations, documents, discussions and proceedings associated with this Agreement, and any

action taken to implement this Agreement, shall not be offered or received in evidence in any pending or future civil, criminal, quasi-criminal, administrative action or disciplinary investigation or proceeding in any jurisdiction:

- (a) against the Defendant or any the Releasees as defined in section 9.2, as evidence, or a presumption, concession or admission of any fact, fault, omissions, wrongdoing or liability, or of the truth of any of the claims or allegations made or which could have been made against them in the Action; or
- (b) against the Plaintiffs, Class Counsel or the Class, as evidence, or a presumption, of a concession or admission:
  - (i) of any weakness in the claims of the Plaintiffs and the Class; or
  - (ii) that the consideration to be given hereunder represents the amount that could or would have been recovered from the Defendant after trial of the Action.

3.3 Notwithstanding section 3.2, this Agreement may be referred to or offered as evidence to obtain the orders or directions from the Court contemplated by this Agreement, in a proceeding to approve or enforce this Agreement, to defend against the assertion of Released Claims defined in SECTION 9 below, or as otherwise required by law.

#### **SECTION 4- REQUIRED STEPS**

##### **Reasonable Efforts**

4.1 The Parties shall take all reasonable steps to effectuate the Settlement and to secure the prompt, complete and final dismissal with prejudice of the Action on a without costs basis as against the Defendant, including cooperating in the Plaintiffs' efforts to obtain the approval and orders required from the Court regarding the approval or implementation of the Settlement.

##### **Action in Abeyance**

4.2 Until the Effective Date or until this Agreement is terminated in accordance with its terms, whichever occurs first, the Plaintiffs agree to hold in abeyance all other steps in the Action as

they relate to the Defendant, other than the motions contemplated by this Agreement and such other matters required to implement the terms of this Agreement.

## **SECTION 5– FIRST MOTION**

### **Motion Seeking Approval of Notice**

- 5.1 As soon as practicable after this Agreement is executed, the Plaintiffs shall bring a motion for an order, substantially in the form attached hereto as **Appendix A** or in such other form as agreed upon by the Parties in writing (“**First Order**”), which, among other things, approves the notices described in section 7.1
- 5.2 The Defendant will consent to the First Order.
- 5.3 The Defendant shall request from its former transfer agent an electronic list of all persons identified in the records of its former transfer agent as registered or beneficial owners of Just Energy securities who purchased Just Energy securities during the period May 16, 2018 to August 14, 2019, inclusive, and retained some or all of those securities at the close of trading on July 22, 2019 or August 14, 2019, along with such contact information for those persons as may be available to facilitate the delivery of notice to those persons. The Defendant shall make best efforts to obtain this information from the former transfer agent and, to the extent such information is available, to deliver or cause it to be delivered to the Administrator as soon as reasonably possible after the entry of the First Order.
- 5.4 The Administrator may use the information obtained under section 5.3 for the purpose of delivering the First Notices and Second Notices (defined below) and for the purposes of administering and implementing this Agreement, the plan of notice and the Plan of Allocation (defined below), but the Administrator shall otherwise keep confidential the information obtained under section 5.3.
- 5.5 For greater certainty, any information obtained or created in the administration of this Agreement is confidential and, except as required by law, shall be used and disclosed only for the purpose of distributing notices and the administration of this Agreement and the Plan of Allocation (defined below).

## SECTION 6- SECOND MOTION

### **Motion Seeking Approval of this Agreement**

6.1 The Plaintiffs shall bring a motion for an order substantially in the form attached hereto as **Appendix E** or in such other form as agreed upon by the Parties in writing (“**Second Order**”), which, among other things, approves this Agreement and dismisses the Action as against the Defendant as of the Effective Date, as soon as practicable after:

- (a) the First Order referred to in section 5.1 has been granted; and
- (b) the notices described in section 7.1 have been published.

6.2 The Defendant will consent to the Second Order.

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

6.3 Immediately following the motion for the Second Order under section 6.1, Class Counsel may seek the approval of fees, disbursements, costs, interest thereon in accordance with the *Class Proceedings Act, 1992*, SO 1992, c 6, s 33(7)(c) plus HST and other applicable taxes or charges of Class Counsel (“**Class Counsel Fees**”), to be paid as a first charge on the Settlement Amount. Class Counsel are not precluded from making additional motions to the Court for expenses incurred as a result of implementing the terms of the Agreement.

6.4 The Defendant acknowledges that while it will be served with the motion materials for approval of Class Counsel Fees and their counsel are entitled to attend any motion for approval of Class Counsel Fees, that it is not a party to the motion concerning the approval of Class Counsel Fees, it will have no involvement in the approval process to determine the amount of Class Counsel Fees and it will not take any position or make any submissions to the Court concerning Class Counsel Fees, except as requested and required by a Court.

6.5 The procedure for and the allowance or disallowance by the Court of any requests for Class Counsel Fees to be paid out of the Settlement Amount are not part of the Settlement provided for herein and are to be considered by the Court separately from its consideration of the fairness, reasonableness, and adequacy of the Settlement provided for herein.

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

### **Motion for Approval of Plan of Allocation**

6.7 On or following the motion for the Second Order under section 6.1, the Plaintiffs will seek the approval of a procedure for the determination of eligible claims and the amount of those claims, and the subsequent payment of them (“**Plan of Allocation**”).

6.8 The proposed Plan of Allocation will not form part of this Settlement Agreement, and the approval and/or the effect of this Settlement Agreement will not be contingent on either the approval of the proposed Plan of Allocation or the presentation of the proposed Plan of Allocation on the motion for the Second Order under section 6.1.

6.9 The Plaintiffs’ motion concerning the approval of the Plan of Allocation will be brought on notice to the Defendant.

6.10 After the Effective Date, the amount available in the Escrow Account for distribution pursuant to the Plan of Allocation after payment of all Class Counsel Fees, all Administration Expenses and all other expenses approved by the Court (“**Net Settlement Amount**”) will be disbursed by the Administrator in accordance with the Plan of Allocation or as otherwise directed by the Court. In this Agreement, “**Administration Expenses**” means all fees, disbursements, expenses, costs, taxes and any other amounts incurred or payable in relation to the notice, approval, implementation and administration of the Settlement, including the costs of publication and delivery of notices, fees, disbursements and taxes paid to the Administrator, which shall be paid from the Escrow Settlement Amount. For greater certainty, Administration Expenses do not include Class Counsel Fees.

## SECTION 7- NOTICES

### **First Notices**

- 7.1 As soon as practicable following entry of the First Order, Class Counsel shall cause the first round of notices to be published and distributed in accordance with the direction of the Court and the Notice Plan attached hereto to as **Appendix B**. The notices shall be substantially in the form attached as **Appendix C (“Short-Form First Notice”)** and **Appendix D (“Long-Form First Notice”)** (together, “**First Notices**”).
- 7.2 The costs of publishing and distributing the First Notices shall be paid from the Escrow Settlement Amount as and when incurred.

### **Report to the Court as to Notice**

- 7.3 After publication and dissemination of the First Notices, Class Counsel shall file with the Court an affidavit confirming publication and dissemination of the First Notices.

### **Objections**

- 7.4 The Plaintiffs and Class Counsel represent and warrant that as of the date of execution of this Agreement they are not aware of any Class Member who has expressed an intention to object to this Settlement and that they will not encourage any Class Member to do so.
- 7.5 Class Members who wish to file with the Court an objection to or comment on this Agreement, shall deliver to Class Counsel a written statement in accordance with the terms of, and by the deadline set out in, the First Order and the First Notices.

### **Second Notices**

- 7.6 As soon as practicable following entry of the Second Order, Class Counsel shall cause the second round of notices to be published and distributed in accordance with the direction of the Court and the Notice Plan attached hereto to as **Appendix H**. The notices shall be substantially in the form attached as **Appendix F (“Short-Form Second Notice”)** and **Appendix G (“Long-Form Second Notice”)** (together, “**Second Notices**”).

7.7 The costs of publishing and distributing the Second Notices shall be paid from the Escrow Settlement Amount as and when incurred.

## **SECTION 8- TERMINATION**

### **Automatic Termination**

8.1 This Agreement shall, without notice, be automatically terminated if:

- (a) the First Order is not granted by the Court;
- (b) the First Order is reversed on appeal and the reversal becomes a final order;
- (c) the Second Order is not granted by the Court; or
- (d) the Second Order is reversed on appeal and the reversal becomes a final order.

### **Effect of Termination**

8.2 In the event this Agreement is terminated in accordance with its terms:

- (a) the Parties will be restored to their respective positions prior to the execution of this Agreement;
- (b) the Escrow Settlement Amount will be returned to the Defendant in accordance with section 8.4(c) hereof;
- (c) this Agreement will have no further force or effect and no effect on the rights of the Parties except as specifically provided for herein;
- (d) all statutes of limitation applicable to the claims asserted in the Action shall be deemed to have been tolled during the period beginning with the execution of this Agreement and ending with the day on which the order contemplated by section 8.4(b) is entered;
- (e) any costs reasonably incurred by Class Counsel and paid out of the Escrow Account for the publication and dissemination of the First Notices and the Second Notices are non-recoverable from the Plaintiffs, the Class Members and Class Counsel; and

(f) this Agreement will not be introduced into evidence or otherwise referred to in any litigation against the Defendant.

8.3 Notwithstanding the provisions of section 8.2(c), if this Agreement is terminated, the provisions of this SECTION 8 and sections 2.4, 3.1, 3.2, 7.2, 7.7 and the provisions of SECTION 10 shall survive termination and shall continue in full force and effect.

#### **Steps Required on Termination**

8.4 If this Agreement is terminated pursuant to SECTION 8, the Defendant shall, within thirty (30) days after termination, apply to the Court, on notice to the Plaintiffs, for an order:

(a) declaring this Agreement null and void and of no force or effect except for the provisions of those sections listed in section 8.3;

(b) setting aside, *nunc pro tunc*, all prior orders or judgments entered by the Court in accordance with the terms of this Agreement; and

(c) authorizing the payment of the Escrow Settlement Amount, including accrued interest, to the Defendant.

8.5 Subject to section 8.7, the Plaintiffs shall consent to the order sought in any motion made by the Defendant under section 8.4.

#### **Notice of Termination**

8.6 If this Agreement is terminated, a notice of the termination will be given to the Class. Class Counsel will cause the notice of termination, in a form approved by the Court, and at its cost to be published and disseminated as the Court directs.

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

8.7 If there is a dispute about the termination of this Agreement, the Parties agree that the Court shall determine the dispute on a motion made by a Party on notice to the other Party.

## SECTION 9- RELEASES

- 9.1 Upon the Effective Date, and in consideration of payment of the Settlement Amount, and for other valuable consideration set forth in the Agreement, the Releasors agree to forever and absolutely release, waive and discharge, without qualification or limitation, the Releasees from the Released Claims (all as defined below).
- 9.2 “**Releasees**” means, jointly and severally, individually and collectively, the Defendant, and all of its present, former, direct and indirect, parents, subsidiaries, divisions, affiliates, partners, insurers, reinsurers, and all other persons, partnerships or corporations with whom any of the former have been, are now, or may be affiliated, and all of their respective past, present officers, directors, employees, agents, shareholders, attorneys, lawyers, partners, trustees, servants and representatives; and the predecessors, successors, purchasers, heirs, executors, administrators and assigns of each of the foregoing, and spouses, heirs, estates, related or affiliated entities, any entity in which the Defendant has a controlling interest, any trust of which a Defendant is the settlor or which is for the benefit of the Defendant, and any entity in which the Defendant has or had a controlling interest (directly or indirectly).
- 9.3 “**Releasors**” means, jointly and severally, individually and collectively, each and every Class Member, the Plaintiffs, Counsel, and and all of their respective spouses heirs, administrators, estates, executors, assigns, successors, insurers, agents, and all other previously or presently or subsequently related legal personal representatives and present and former, direct and indirect, parents, subsidiaries, divisions, affiliates, partners, insurers, and all other persons, partnerships or corporations with whom any of the former have been, or are now, affiliated, and all of their respective past and present officers, directors, employees, agents, shareholders, attorneys, trustees, servants and representatives; and the predecessors, successors, purchasers, heirs, executors, administrators and assigns of each of the foregoing, and related or affiliated entities, any entity in which the Defendant has a controlling interest, any trust of which a Class Member, Plaintiff, or Counsel is the settlor or which is for the benefit of the Class Member, Plaintiff, or Counsel, and any entity in which the Class Member, Plaintiff, or Counsel has or had a controlling interest (directly or indirectly).

9.4 **Released Claims** means any and all manner of claims, demands, actions, suits, proceedings, covenants, contracts, causes of action, whether class, individual, representative or otherwise in nature, whether personal or subrogated, including assigned claims, whenever incurred, including compensatory, punitive or other damages, liabilities of any nature whatsoever, including interest, costs, expenses, class administration expenses, penalties, and lawyers' fees, known or unknown, suspected or unsuspected, foreseen or unforeseen, actual or contingent, and liquidated or unliquidated, in law, under statute or in equity that the Releasers, or any of them, ever had, now have, or hereafter can, shall, or may have, whether directly, indirectly, derivatively, or in any other capacity, whether currently known or unknown, arising out of or relating in any way to the acquisition, purchase, sale, retention, pricing, marketing or distribution of the Defendant's securities during the Class Period and any claims which were pleaded or raised or which could have been pleaded or raised in the Action, including, without limitation, any such claims which have been asserted, would have been asserted, or could have been asserted, directly or indirectly, whether in Canada, the United States of America, or elsewhere, as a result of or in connection with alleged misrepresentations in the Action (both as amended and all prior versions thereof) whether at common law or in breach of the OSA or any such similar securities legislation in Canada, the United States of America, or elsewhere.

## **SECTION 10- MISCELLANEOUS**

### **Motions for Directions**

10.1 Any of the Parties may apply to the Court for directions in respect of any matter in relation to this Agreement.

10.2 All motions contemplated by this Agreement shall be on notice to the Parties.

### **Headings, etc.**

10.3 In this Agreement:

- (a) the division into sections and the insertion of headings are for convenience of reference only and shall not affect the construction or interpretation;

- (b) the terms “the Agreement”, “this Agreement”, “herein”, “hereto” and similar expressions refer to this Agreement and not to any particular section or other portion of the Agreement; and
- (c) “person” means any legal entity including, but not limited to, individuals, corporations, sole proprietorships, general or limited partnerships, limited liability partnerships or limited liability companies.

### **Computation of Time**

10.4 In the computation of time in this Agreement, except where a contrary intention appears:

- (a) where there is a reference to a number of days between two events, they shall be counted by excluding the day on which the first event happens and including the day on which the second event happens, including all calendar days; and
- (b) only in the case where the time for doing an act expires on a holiday, the act may be done on the next day that is not a holiday.

### **Governing Law**

10.5 The Agreement shall be governed by and construed and interpreted in accordance with the laws of the Province of Ontario.

10.6 The Parties agree that the Court shall retain exclusive and continuing jurisdiction to interpret and enforce the terms, conditions and obligations under this Agreement, the First Order and the Second Order.

### **Severability**

10.7 Any provision hereof that is held to be inoperative, unenforceable or invalid in any jurisdiction shall be severable from the remaining provisions which shall continue to be valid and enforceable to the fullest extent permitted by law.

## **Entire Agreement**

10.8 This Agreement constitutes the entire agreement among the Parties and supersede all prior and contemporaneous understandings, undertakings, negotiations, representations, promises, agreements, agreements in principle and memoranda of understanding in connection herewith. Neither of the Parties will be bound by any prior obligations, conditions or representations with respect to the subject matter of this Agreement, unless expressly incorporated herein. This Agreement may not be modified or amended except in writing and on consent of all Parties and any such modification or amendment after settlement approval must be approved by the Court.

## **Binding Effect**

10.9 If the settlement is approved by the Court and becomes final, this Agreement shall be binding upon, and enure to the benefit of, the Plaintiffs, the Class Members, the Defendant, Class Counsel, the Releasees and the Releasors or any of them, and all of their respective heirs, executors, predecessors, successors and assigns. Without limiting the generality of the foregoing, each and every covenant and agreement made herein by the Plaintiffs shall be binding upon all Releasors and each and every covenant and agreement made herein by the Defendant shall be binding upon all of the Releasees.

## **Survival**

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

## **Negotiated Agreement**

10.11 This Agreement and the underlying settlement have been the subject of arm's-length negotiations and discussions among the undersigned and counsel. Each of the Parties has been represented and advised by competent counsel, so that any statute, case law, or rule of interpretation or construction that would or might cause any provision to be construed against the drafters of this Agreement shall have no force and effect. The Parties further agree that the language contained in or not contained in previous drafts of the Agreement, or any agreement

in principle or the Term Sheet dated May 27, 2025, shall have no bearing upon the proper interpretation of this Agreement.

### **Recitals**

10.12 The recitals to this Agreement are true, constitute material and integral parts hereof and are fully incorporated into, and form part of, this Agreement.

### **Acknowledgements**

10.13 Each Party hereby affirms and acknowledges that:

- (a) its signatory has the authority to bind the Party for which it is signing with respect to the matters set forth herein and has reviewed this Agreement; and
- (b) the terms of this Agreement and the effects thereof have been fully explained to him, her or it by his, her or its counsel;
- (c) he, she or its representative fully understands each term of this Agreement and its effect.

### **Counterparts**

10.14 This Agreement may be executed in counterparts, all of which taken together will be deemed to constitute one and the same agreement, and an emailed pdf. signature shall be deemed an original signature for purposes of executing this Agreement.

## Notice

10.15 Any notice, instruction, motion for Court approval or motion for directions or Court orders sought in connection with this Agreement or any other report or document to be given by any party to any other party shall be in writing and delivered by email to:

### **For the Plaintiffs:**

Tyler Planeta  
Siskinds LLP  
Email: [tyler.planeta@siskinds.com](mailto:tyler.planeta@siskinds.com)

Vincent DeMarco  
Berger Montague (Canada) PC  
Email: [vdemarco@bm.net](mailto:vdemarco@bm.net)

### **For the Defendant:**

**FASKEN MARTINEAU DuMOULIN LLP**  
Barristers and Solicitors  
333 Bay Street, Suite 2400  
Bay Adelaide Centre, Box 20  
Toronto ON M5H 2T6  
Fax: 416 364 7813

**Paul J. Martin (LSO: 24140B)**  
[pmartin@fasken.com](mailto:pmartin@fasken.com)  
Tel: 416 865 4439

**Sarah J. Armstrong (LSO: 47747G)**  
[sarmstrong@fasken.com](mailto:sarmstrong@fasken.com)  
Tel: 416 868 3452

**Christopher Casher (LSO: 76939R)**  
[ccasher@fasken.com](mailto:ccasher@fasken.com)  
Tel: 416 865 4481

**Mathias-Alexander F. Memmel (LSO: 87329J)**  
[mmemmel@fasken.com](mailto:mmemmel@fasken.com)  
Tel: 416 865 4470

**Date of Execution**

10.16 This Agreement is effective as of the date on the cover page.

July 15, 2025	
_____ Date	_____ Siskinds LLP on behalf of the Plaintiffs, Stephen Gilchrist and Gregory Gutman
July 15, 2025	
_____ Date	_____ Berger Montague (Canada) PC on behalf of the Plaintiffs, Stephen Gilchrist and Gregory Gutman
July 15, 2025	
_____ Date	_____ Rosen Law Firm on behalf of the Plaintiffs, Stephen Gilchrist and Gregory Gutman
_____ Date	_____ Fasken Martineau LLP on behalf of the Defendant, Just Energy Group Inc.

**Date of Execution**

10.16 This Agreement is effective as of the date on the cover page.

\_\_\_\_\_  
Date Siskinds LLP on behalf of the Plaintiffs, Stephen  
Gilchrist and Gregory Gutman

\_\_\_\_\_  
Date Berger Montague (Canada) PC on behalf of the  
Plaintiffs, Stephen Gilchrist and Gregory Gutman

\_\_\_\_\_  
Date Rosen Law Firm on behalf of the Plaintiffs, Stephen  
Gilchrist and Gregory Gutman

July 15, 2025  
\_\_\_\_\_  
Date Fasken Martineau LLP on behalf of the Defendant,  
Just Energy Group Inc.

