

SCHEDULE A

NOTICE TO CLASS MEMBERS*

CHLOE ISAAC ET AL. V. CANADA ARTISTIC SWIMMING (500-06-001134-218)

CLASS ACTION PROCEEDINGS AND HEARING ON PROPOSED SETTLEMENT AGREEMENT

Chloé Isaac, Gabrielle Boisvert, Erin Willson, Sion Ormond, Gabriella Brisson, Rebecca Harrower, and Meaghan Lapierre (collectively: the “**Plaintiffs**”), being former athletes training under Canada Artistic Swimming (“**CAS**”), filed an application for the authorization of a class action against CAS before the Superior Court of Québec bearing Court file No. 500-06-001134-218 (the “**Class Action**”).

On this date, the Plaintiffs and CAS decided to settle the matter without admitting liability, in the sole purpose of reaching a compromise to put an end to the ongoing litigation between them.

The Superior Court of Québec authorized the Plaintiffs, now class representatives, to proceed with the Class Action, in the District of Montreal for settlement purposes only.

The above-mentioned settlement agreement (“**Settlement**”) reached is subject to the approval of the Superior Court of Québec.

WHAT IS THE LAWSUIT ABOUT?

CAS is the organization responsible for training athletes of the national artistic swimming teams of Canada. CAS organizes such athletes into three (3) main teams, namely: the 13-15, junior, and senior national artistic swimming teams (the “**National Teams**”). The Class Action was instituted by former athletes who alleged having suffered damages from psychological abuse, neglect, and harassment during their time on the National Teams. The Plaintiffs ask for a change of culture in sport, for non-pecuniary (moral), and pecuniary damages, while CAS strongly contests these allegations.

On December 16, 2025, the Class was defined as all individuals who trained with the National Teams of CAS who were subjected to psychological abuse, neglect, and/or harassment by coaches and/or staff of CAS between January 1, 2010, and June 14, 2023. For further clarity, the Class does not include athletes in the 13-15 year group who, from 2020 onwards, were coached exclusively by provincial or local club organizations, and not CAS.

HOW TO DETERMINE IF YOU ARE A CLASS MEMBER

You are a Class Member and affected by the Settlement if you:

- 1) trained with the National Teams between January 1, 2010 and June 14, 2023; and
- 2) were subjected to psychological abuse, neglect, and/or harassment by coaches and/or staff of CAS.

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As Class Member, you are allowed to seek intervenor status in the Class action. You also have the right to opt out of the Class action, provided that you respect the time limit and procedure to opt out stated below.

As Class Member, you will NOT be charged for the legal cost arising from the Class Action.

HOW TO OPT OUT OF THE CLASS ACTION

You have the right to opt out of the Class Action. If you choose to do so, you will be free to institute your own legal proceedings, but you will not be eligible to receive any compensation under the Settlement Agreement and you will not have the possibility to make any representations to the Court on the Settlement.

If you wish to opt out, you have to send a written registered letter to this effect to the Superior Court Registry before the thirtieth (30) day following the notification of this notice. The letter must include the following information:

- a) Your full name and address,
- b) The name of the Class Action, namely: "Isaac et al. v. Canada Artistic Swimming (500-06-001134-218)", and
- c) The indication that you wish to opt out of the Class Action.

The letter must be sent to the Superior Court of Québec, District of Montreal at:

Registry of the Montreal Courthouse
Isaac et al. v. Canada Artistic Swimming
(500-06-001134-218)
1, Notre-Dame East Street
Montréal (Québec) H2Y 1B6
Canada

PROPOSED SETTLEMENT AGREEMENT

The proposed Settlement is comprised of monetary considerations (*i.e.*, payment of money to Class Members) and non-monetary considerations, without any admission of liability on the part of CAS.

As to the monetary considerations, if the Settlement is approved by the Court, each Class Member (who has not opted out) would be entitled to receive compensation under the following terms.

The Defendant CAS will make available the aggregate amount of **\$1,300,000** (the "**Settlement Funds**"), to be distributed as follows:

- **\$5,000** per Class Member per year spent on the National Teams (prorated on a monthly basis), up to a per Class Member maximum of **\$20,000** and an aggregate maximum of **\$1,000,000** for the whole Class, to compensate claims for non-pecuniary (moral) damages;
- an aggregate amount of **\$190,000** will be made available to compensate Class Members' pecuniary damages;
- if the total indemnity for Class Members' non-pecuniary and pecuniary claims exceeds the aggregate maximum amounts of \$1,000,000 and \$190,000 respectively, then the indemnity allowed for each individual claim will be reduced proportionally;

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- an aggregate amount of **\$110,000** will be made available to fund the fees of the third-party administrator that will oversee the distribution process; and
- the remaining unclaimed funds at the end of the distribution process, if any, shall be remitted to the Canadian Center for Mental Health and Sport, a charitable organization selected jointly by the Plaintiffs and CAS, which has a direct connection with safety in sport.

To ensure a fair distribution of the Settlement Funds, the indemnity (for Class Members' pecuniary and non-pecuniary damage claims) will be limited to athletes who are members of the proposed Class as described above.

As to the non-monetary considerations, CAS has completed or has committed to completing the following undertakings:

- the Plaintiffs and CAS will issue a public statement of working together at the close of the settlement process, which will be made on a without-admission basis by CAS and will not, in any way possible, represent a public admission of liability;
- CAS joined the federal government's *Abuse-Free Sport* program, under the Office of the Sport Integrity Commissioner. As of April 1, 2025, the Canadian Centre for Ethics in Sport will be administering the Canadian Safe Sport Program, transitioning from *Abuse-Free Sport* by the Office of the Sport Integrity Commissioner. CAS hereby confirms that it has adopted the Canadian Safe Sport Program for April 1, 2025. For all individuals in its organization that are not identified as UCCMS participants, the confidential third-party reporting mechanism, established in partnership with *Alias* formerly and *ITP Sport* going forward, will continue to support the complaint process described in *the CAS Safe and Welcoming Sport Policy* suite;
- commitment to the initiative under its *Rise Up* project involving the establishment of an Athletes' Committee, one of its objectives being to hold athletes-only meetings, as well as the *We All Swim Together* program — a larger initiative for the whole artistic swimming community in Canada which, as of September 21, 2024, succeeded to the *Rise Up* project;
- on July 4, 2023, following a vote by CAS's members, CAS's by-laws were amended to create an elected position on its board of directors reserved to a former National Team athlete, with full voting rights;
- as of October 1, 2023, CAS conducted 360-degree performance reviews across the coaching staff of its National Teams, in accordance with the 360-degree performance review procedures and protocols already implemented by CAS;
- commitment to ensuring that the composition of its hiring committees for National Team coaches will include at least fifty (50) percent athlete representation;
- commitment to conducting governance education and enhanced onboarding process for the position of Athletes' Council Chair, notably using AthletesCAN tools and resources;
- provision to Plaintiffs of various coaching documentation and procedures for review and comments (completed);
- review by CAS's Human Resources committee of the opportunity of including probationary periods in future coaching contracts with industry best practices; and

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- commitment to ensuring that all current National Team athletes are properly informed about applicable safe-sport measures.

SETTLEMENT AGREEMENT APPROVAL HEARING

Before the Settlement becomes effective, the Superior Court of Québec must approve it. The Court will examine the Settlement to ensure it is fair, reasonable, and in the best interests of Class Members.

A hearing during which the Court will be called upon to approve the Settlement has been set for May 11, 2026, at least sixty (60) days from the notification of the present notice to Class Members, at the Montréal Courthouse, 1 Notre-Dame Street East, Montreal, Québec, H2Y 1B6, in room 15.02, at 9:30 a.m.

At this hearing, the Court will hear any objections raised by Class Members with respect to the proposed Settlement, in accordance with the deadline and procedure set forth in the proposed Settlement Agreement.

If you are a Class Member and you do not object to the Settlement Agreement, you do NOT have to do anything and you do NOT have to attend the Settlement Approval Hearing.

HOW DO I MAKE A CLAIM PURSUANT TO THE SETTLEMENT AGREEMENT?

Once the Court approves the Settlement Agreement, a Post-Approval Notice will be published and sent by email to the Class Members who have not opted out (see above). No later than ninety (90) days following the date of transmission of this Post-Approval Notice by email, Class Members have to file a claim by filling in, electronically or in writing, a claim form and sending it to the Claim Administrator, by e-mail, fax, or registered mail (with proof of date of posting), along with any documentation in support of their claim.

A copy of the claim form is attached to the Settlement Agreement.

The Claim Administrator will evaluate the claims and pay the Valid Claims received at the end of the Claim Process.

WHAT IF I DISAGREE WITH THE PROPOSED SETTLEMENT?

If you disagree with the proposed Settlement and you did not opt out of the Class Action (see above), you can object to it by delivering a written submission (at your expense) no later than twenty (20) days before the Settlement Approval Hearing. Your objection must be sent to Class Counsel, at the address below, by letter, email, or fax, and include all the following information:

- (a) a heading which refers to the name and file number of these court proceedings, namely “Class action: Isaac et al. v. Canada Artistic Swimming (500-06-001134-218)”;
- (b) your full name, address, telephone number(s), email address(es) and, if represented by counsel, the full name, address, telephone number(s), and email address(es) of said counsel;
- (c) a statement whether you intend to appear at the Settlement Approval Hearing, either in person or through counsel (retained at your expense);
- (d) a declaration that you consider yourself to be a member of the Class;
- (e) a statement of the objection and the grounds supporting the objection;

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- (f) copies of any papers, briefs, or other documents upon which the objection is based;
- (g) a declaration under the penalty of perjury that the foregoing information is true and correct; and
- (h) your signature.

Class Counsel will file copies of all objections with the Court.

DO I HAVE A LAWYER IN THE CASE?

Yes. The attorneys representing the Class Members are jointly Tyr LLP and Davies Ward Phillips & Vineberg LLP. They can be contacted at the coordinates indicated further below.

You will not be charged by these attorneys for their work on the case. If you want to be represented by your own lawyer, you may hire one at your own expense.

FOR MORE INFORMATION

Please contact the Claim Administrator or the Class Counsel at:

For the Claim Administrator:

**Artistic Swimming Class Action Claims
Administrator / Administrateur des
réclamations de Natation Artistique**

PO Box 3355, London, Ontario N6A 4K3

Tollfree: (888) 726-1340

Fax: (424) 423-6871

Email: info@ClassActionArtisticSwimming.ca /
info@ActionCollectiveNatationArtistique.ca

Website Address:

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For Class Counsel:

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