

NOTICE TO CLASS MEMBERS***CHLOE ISAAC ET AL. V. CANADA ARTISTIC SWIMMING (500-06-001134-218)****SETTLEMENT AGREEMENT APPROVED****PLEASE READ THIS NOTICE CAREFULLY.****WHAT IS THE CLASS ACTION ABOUT?**

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 admission whatsoever to put an end to the ongoing litigation between them.

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 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 Petitioners ask for a change of culture in sport and for non-pecuniary (or moral) and pecuniary damages, while CAS strongly contests these allegations.

SETTLEMENT AGREEMENT APPROVED

The Plaintiffs and CAS have entered into a settlement agreement to put an end to the litigation between them (the “**Settlement Agreement**”). The Settlement Agreement was approved by the Superior Court of Québec as fair, reasonable, and in the best interests of the Class Members.

CAS denies any liability and disputes the allegations made against it. The Settlement is a compromise in order to achieve a full and final resolution of the Class Action, without any admission or findings of liability or wrongdoing against CAS.

HOW TO DETERMINE IF YOU ARE A CLASS MEMBER ELIGIBLE FOR COMPENSATION

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

- 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 (documentation to this effect must be filed during the claim administration process – you can contact your Class Counsel for more information).

For further clarity, the Class does not include athletes in the 13-15 year group who, from 2020 onwards, were coached by provincial or local club organizations, and not CAS.

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SETTLEMENT AGREEMENT CONSIDERATIONS

The Settlement is comprised of monetary considerations (*i.e.*, payment of money to Class Members) and non-monetary considerations.

As to the monetary considerations, CAS will make available to the Class Members 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;
- 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;

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

You can find the full Settlement Agreement attached to this notice, as well as on CAS's website and social media pages for ninety (90) days from the publication date of the notice.

HOW DO I MAKE A CLAIM UNDER THE SETTLEMENT?

No later than ninety (90) days following the publication of the notice, Class Members have to file a claim by filling in, electronically or legibly in writing, a claim form and sending it to the Claim Administrator or to Class Counsel, by e-mail, fax, or registered mail (with proof of posting date), along with the documentation in support of their claim.

A copy of the claim form is attached to this notice.

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

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

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Fax: (424) 423-6871

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

Website Address:
ClassActionArtisticSwimming.ca /
ActionCollectiveNatationArtistique.ca

For Class Counsel:

Mr. Carlos Sayao
Mr. Joshua Hearn
Tyr LLP
488 Wellington Street West
Suite 300-302
Toronto (Ontario) M5V 1E3
Telephone: (416) 477-5525
Email: csayao@tyrllp.com
jhearn@tyrllp.com

Mtre Hannah Toledano
**Davies Ward Phillips & Vineberg
LLP**
1501 McGill College Avenue,
27th Floor
Montréal (Québec) H3A 3N9
Telephone: (514) 841-6400
Email: artisticswimming@dwpv.com

Encl.: Settlement Agreement & Claim Form

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