

**C A N A D A**

**PROVINCE OF QUÉBEC  
DISTRICT OF MONTRÉAL**

**S U P E R I O R C O U R T**  
(Class Action Division)

NO.: 500-06-001134-218

**CHLOÉ ISAAC  
GABRIELLE BOISVERT  
ERIN WILLSON  
SION ORMOND  
GABRIELLA BRISSON  
REBECCA HARROWER  
MEAGHAN LAPIERRE**

Plaintiffs

v.

**CANADA ARTISTIC SWIMMING**

Defendant

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**SETTLEMENT AGREEMENT, TRANSACTION, AND RELEASE**  
(Art. 590 of the *Code of Civil Procedure* (“**CCP**”) and Art. 2631 of the *Civil Code of Québec*)

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**PREAMBLE**

- I. WHEREAS** on March 8, 2021, Chloé Isaac, Gabrielle Boisvert, Erin Willson, Sion Ormond, Gabriella Brisson, Rebecca Harrower, and Nancy Vaillancourt in quality of tutor of Meaghan Lapierre (collectively: “**Plaintiffs**”) filed an *Originating application for authorization to institute a class action and to obtain the status of representative* against Canada Artistic Swimming (“**CAS**” or “**Defendant**”) before the Superior Court of Québec, District of Montreal (the “**Court**”), in the Court file bearing No. 500-06-001134-218 (the “**Class Action**”).
- II. WHEREAS** on January 20, 2022, the Court authorized Plaintiffs to file, as of November 12, 2021, a *Modified originating application for authorization to institute a class action and to obtain the status of representative* and further allowed Defendant to file the affidavit of Ms. Julie Healy as evidence.
- III. WHEREAS** the Court authorized Plaintiffs to file, as of December 16, 2025, a *Re-Modified originating application for authorization to institute a class action and to obtain the status of representative*.
- IV. WHEREAS** Defendant denies all liability with respect to the facts alleged in the Class Action and Plaintiffs maintain that the Class Action is well founded in fact and in law.
- V. WHEREAS** Plaintiffs and Defendant (collectively: the “**Parties**”) have agreed to settle the Class Action without any admission whatsoever by any party, and conditional upon the execution of a final and mutual release (the “**Settlement**”).

**VI. WHEREAS** it is understood and agreed that the allegations of the Class Action only apply to a period of January 1, 2010 to June 14, 2023, and the class for which authorization is sought by the Court (the “**Class**”) is defined as follows:

*All individuals who trained with the national swimming teams of Canada Artistic Swimming who were subjected to psychological abuse, neglect and/or harassment by coaches and/or staff of Canada Artistic Swimming between January 1, 2010 and June 14, 2023.*

**VII. WHEREAS** it is understood and agreed that the Parties will seek the Court’s authorization of the Class Action for settlement purposes only, as soon as reasonably possible after the execution of the present Settlement.

**VIII. WHEREAS** in the event that the Settlement is terminated, or the Settlement is not approved by the Court, the Parties would revert back to their respective positions as at immediately prior to the signing of the Settlement, and the Parties understand and acknowledge that Plaintiffs may continue the Class Action against Defendant.

**SUBJECT TO THE APPROVAL BY THE COURT OF THIS AGREEMENT PURSUANT TO ART. 590 OF THE CCP, THE PARTIES AGREE AS FOLLOWS:**

**1. PREAMBLE AND SCHEDULES**

The preamble and the enclosed schedules form part of this Agreement, as though recited at length.

**2. DEFINITIONS**

As used in this Agreement, the capitalised terms set forth in this section will have the following meanings:

**2.1 “Agreement”, “Settlement”, and “Settlement Agreement”** mean the present settlement agreement, including the preamble and schedules.

**2.2 “Claim Administrator”** means the third party designated by the parties to execute the Distribution Protocol and to handle the Settlement Funds, namely VeritaGlobal (Artistic Swimming Class Action Claims Administrator / Administrateur des réclamations de Natation Artistique).

**2.3 “Claim Administrator Fees”** has the meaning set out in section 4.2.7.

**2.4 “Claim Form”** means the claim form attached to this Settlement as **Schedule D**.

**2.5 “Claim Process”** means the procedure followed by Class Members to file a Valid Claim under the Settlement Agreement and to obtain a compensation under the Agreement. The Claim Process is described in the Distribution Protocol, attached to this Settlement as **Schedule C**.

**2.6 “Class Action”** means the judicial proceedings brought by Plaintiffs against Defendant before the Superior Court of Québec, District of Montreal, in the Court file bearing No. 500-06-001134-218.

**2.7 “Class Counsel”** means Plaintiffs’ Counsel, namely, the law firms of Tyr LLP and Davies Ward Phillips & Vineberg LLP, and all lawyers practising within and employees of these firms.

**2.8 “Class Members”** and **“Class”** mean any and all individuals who trained with the national swimming teams of CAS and 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.

**2.9 “Class Representatives”** and **“Plaintiffs”** mean any one of the Plaintiffs, namely, Chloé Isaac, Gabrielle Boisvert, Erin Willson, Sion Ormond, Gabriella Brisson, Rebecca Harrower, and Meaghan Lapierre (who was a minor when the proceeding was commenced and was at that time represented by Nancy Vaillancourt in quality of tutor), or any other person named in their replacement prior to the approval of this Settlement Agreement.

**2.10 “Court”** means the Superior Court of Québec, the Honourable Justice Donald Bisson, j.s.c., or any other judge to whom the Class Action may hereafter be assigned.

**2.11 “Defendant”** and **“CAS”** mean Canada Artistic Swimming.

**2.12 “Defendant Counsel”** and **“CAS Counsel”** mean the law firm Clyde & Co Canada LLP, and all lawyers practising within and employees of this firm.

**2.13 “Distribution Protocol”** means the manner, substantially in form of **Schedule C**, in which the Claim Administrator will determine if the claim received is a Valid Claim and how the Settlement Funds will be distributed among the Class Members.

**2.14 “Distribution Process”** means the measures put in place in execution of the Distribution Protocol.

**2.15 “Fonds”** means the *Fonds d’aide aux actions collectives* (Quebec Class Action Assistance Fund).

**2.16 “National Teams”** means, exclusively, CAS’s 13-15, junior, and senior national artistic swimming teams. For further clarity, **“National Teams”** shall not include athletes who, from 2020 onward, were part of the 13-15 age group and were coached by provincial or local club organizations, and not by CAS.

**2.17 “Notices”** means the Pre-Approval Notice and the Post-Approval Notice, substantially in the form of **Schedules A** and **B**, to be disseminated, sent, or made available to Class Members.

**2.18 “Objection Date”** has the meaning set out in sub-section 7.2.

**2.19 “Opt Out”** means the possibility for Class Members to exclude themselves from the Class Action.

**2.20 “Opt Out Deadline”** means thirty (30) days after the Pre-Approval Notice is sent by email to the Class Members by the Claim Administrator.

**2.21 “Parties”** means, together, Plaintiffs and Defendant.

**2.22 “Post-Approval Notice”** means the Notice, substantially in the form of **Schedule B**, to be sent, disseminated, or made available to Class Members after the Settlement Approval

Hearing and upon approval of the Settlement by the Court. This notice contains the necessary information to allow the Class Members to file a Valid Claim. For further clarity, the Post-Approval Notice shall correspond to the notice required under Art. 591, 2<sup>nd</sup> para. *CCP*.

**2.23 “Pre-Approval Notice”** means the notice, substantially in the form of **Schedule A**, to be sent, disseminated, or made available to Class Members in advance of the Settlement Approval Hearing. This notice mainly informs the Class Members that the Class Action was authorized for settlement purposes, that the Class Members have the right to Opt Out of the Class Action or that the Class Members have the possibility to present the Court with their comments on the Settlement during the Settlement Approval Hearing. For further clarity, the Pre-Approval Notice shall correspond to the notices required under Arts. 579 and 590, 2<sup>nd</sup> para. *CCP*.

**2.24 “Released Claims”** has the meaning set out in section 5.1.

**2.25 “Settlement Approval Hearing”** means the hearing to be held before the Court in order to seek the approval of this Agreement.

**2.26 “Settlement Funds”** means the total amount Defendant offers to the Class in consideration for the settlement of their claims.

**2.27 “Valid Claim”** means a claim which is eligible for compensation under the Settlement Agreement.

### **3. APPROVAL OF THE SETTLEMENT**

**3.1 Court Approval.** This Agreement is conditional upon it being approved by the Court.

**3.2 Legal Proceedings.** As soon as reasonably possible after the execution of the present Agreement, Class Counsel and Defendant Counsel shall file jointly: (a) an application seeking the Court’s authorization of the Class Action for settlement purposes only and approval of the Pre-Approval Notices; and (b) an application for the approval of the Settlement Agreement and approval of the Post-Approval Notices.

**3.3 Rejection of the Settlement by the Court.** In the event that the Court does not approve the Settlement, the Parties would be restored to their respective positions as at immediately prior to the signing of this Agreement. Notwithstanding the foregoing, section 11.2 shall survive in the event that the Settlement is not approved by the Court.

### **4. SETTLEMENT**

#### **4.1 General**

The Parties hereby acknowledge and agree that this Settlement is achieved in consideration not only of the Monetary Considerations set out in section 4.2, but also of the Non-Monetary Considerations set out in section 4.3. The Parties further acknowledge and agree that the Non-Monetary Considerations are an essential and non-severable component of this Settlement. The Parties hereby acknowledge the equal sufficiency of both the Monetary Considerations and the Non-Monetary Considerations for good and valuable consideration as outlined in this Agreement.

## 4.2 Monetary Considerations

**4.2.1 Settlement Funds.** CAS undertakes to pay the total amount of ONE MILLION THREE HUNDRED THOUSAND 00/100 DOLLARS (\$1,300,000.00), corresponding to the total contribution of CAS toward this Settlement (the “**Settlement Funds**”).

**4.2.2 Settlement Funds payment.** The Settlement Funds shall be paid by cheque labelled to the order of “*Tyr LLP in trust*” mailed within thirty (30) days of the final judgment approving the Settlement becoming final and binding and non-appealable (the “**Effective Date**”) by registered mail to the following address:

**TYR LLP**  
**C/O Mr. Carlos Sayao**  
488 Wellington Street West  
Suite 300-302  
Toronto, Ontario M5V 1E3

**4.2.3 Class Counsel obligation.** Upon receipt of the Settlement Funds, Class Counsel shall remit them as soon as reasonably possible to the Claim Administrator in view of carrying out the Distribution Process.

**4.2.4 Non-Pecuniary claims Settlement considerations.** Out of the Settlement Funds, each Class Member, who has not Opted Out, and who files a Valid Claim shall be entitled to receive FIVE THOUSAND 00/100 DOLLARS (\$5,000.00) per year spent on CAS’s National Teams, prorated on a monthly basis, in consideration for the settlement of their non-pecuniary damage claims. This amount will be capped at TWENTY THOUSAND 00/100 DOLLARS (\$20,000.00) per Class Member and at ONE MILLION 00/100 DOLLARS (\$1,000,000.00) in the aggregate for the Class. In the event that the total amount of Valid Claims exceeds the allocated amount of ONE MILLION 00/100 DOLLARS (\$1,000,000.00), the Claim Administrator will pay the Class Members on a *pro rata* basis.

**4.2.5 Pecuniary claims Settlement considerations.** Out of the Settlement Funds, the aggregate amount of ONE HUNDRED AND NINETY THOUSAND 00/100 DOLLARS (\$190,000.00) shall be allocated in consideration for the settlement of the pecuniary damage claims of the Class Members who have not Opted Out, provided that proof of the claimed expenses is provided during the Claim Process to the satisfaction of the Claim Administrator. In the event that the total amount of Valid Claims exceeds the allocated amount of ONE HUNDRED AND NINETY THOUSAND 00/100 DOLLARS (\$190,000.00), the Claim Administrator will pay the Class Members on a *pro rata* basis.

**4.2.6 Valid Claim.** To ensure a fair distribution of the Settlement Funds, the indemnity for Class Members’ pecuniary and non-pecuniary damage claims will be limited to individuals who can demonstrate with a certain proof that they fit within the definition of the Class and are therefore a Class Member, namely, that they trained with CAS’s National Teams between January 1, 2010 and June 14, 2023 and were subjected to psychological abuse, neglect, and/or harassment by coaches and/or staff of CAS. Each Class Member’s claim will be validated by the Claim Administrator (each: a “**Valid Claim**”). The detail of the procedure Class Members will have to follow, namely the Claim Process, is provided in the Distribution Protocol, attached hereto as **Schedule C**, and the Claim Form, **Schedule D**.

**4.2.7 Costs of the Claim Process.** Out of the Settlement Funds, the aggregate amount of ONE HUNDRED AND TEN THOUSAND 00/100 DOLLARS (\$110,000.00) shall be allocated in consideration for the fees and costs of the Claim Administrator (the “**Claim Administrator Fees**”).

**4.2.8 Additional form of reparation.** Any remaining unclaimed funds at the end of the Distribution Process shall constitute an additional form of reparation to be remitted to the Canadian Center for Mental Health and Sport, a charitable organization selected jointly by the Parties. This charitable organization has a direct connection with safety in sport. For greater certainty, the Parties agree that should the Court decide that the additional form of reparation described herein constitutes a “*remaining balance*”, the legally-required portion shall be paid out to the Fonds d’aide aux actions collectives (“**FAAC**”).

### **4.3 Non-Monetary Considerations**

**4.3.1 Joint public statement.** The Parties will issue a public statement in the form attached as **Schedule E**. This statement will be issued jointly by CAS and Plaintiffs, on a date to be agreed upon in due course, but, in no event later than ninety (90) days after the Effective Date of the Agreement. However, this statement will be made on a without-admission basis by CAS and will not, in any way possible, represent a public admission of liability.

**4.3.2 Safe Sport reporting.** Plaintiffs acknowledge that, prior to the date of this Agreement, CAS joined the federal government’s *Abuse-Free Sport* program, under the Office of the Sport Integrity Commissioner. Furthermore, Plaintiffs acknowledge that, 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; and CAS hereby confirms that it has adopted the Canadian Safe Sport Program for April 1, 2025. CAS hereby confirms that, 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 with *ITP Sport* going forward, will continue to support the complaint process described in the CAS *Safe and Welcoming Sport Policy* suite.

**4.3.3 Athlete input through CAS’s *Rise Up* and *We All Swim Together* initiatives.** CAS confirms its 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.

**4.3.4 Changes in CAS’s by-laws.** Plaintiffs acknowledge that, 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.

**4.3.5 360-degree performance reviews.** Plaintiffs acknowledge that, 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.

**4.3.6 Hiring Committee.** CAS commits to ensuring that the composition of its hiring committees for National Team coaches will include at least fifty (50) percent athlete representation.

**4.3.7 Athletes’ Committee Chair.** CAS commits to conducting governance education and enhanced onboarding process for the position of Athletes’ Council Chair, notably using AthletesCAN tools and resources.

**4.3.8 Provision of coaching documentation and procedures.** Plaintiffs acknowledge that they have been provided with the coaching documentation and procedures that

they have requested, including CAS's equity, diversity, and inclusion plan titled *Rise Up*, CAS's *Positive Body Image Guide*, CAS's *Mental Health Emergency Action Plan*, a summary of the content of the *ReRoot* training program delivered with National Team coaches, and the introduction of the e-learning module developed jointly with the *Coaching Association of Canada* and *INclusion INcorporated*, and that they have had the opportunity to review and comment same.

**4.3.9 Probation periods.** CAS hereby confirms that its Human Resources Committee is reviewing the opportunity of including probationary periods in future coaching contracts with industry best practices.

**4.3.10 Sharing and accessing information.** CAS commits to ensuring that all current National Team athletes are properly informed about applicable safe-sport measures.

## 5. RELEASE OF CLAIMS AND CLASS COUNSEL UNDERTAKING

**5.1 Release of claims.** In consideration for the Monetary Considerations outlined in section 4.2 and the Non-Monetary Considerations outlined in section 4.3, as of the Effective Date of the Agreement, the Parties and all Class Members who have not Opted Out of the Class Action, on their own behalf and on behalf of their respective heirs, executors, administrators, assigns, affiliates, subsidiaries, and parents, past, present, or future, and their respective former, present, or future directors, officers, shareholders, partners, representatives, employees, agents, insurers, reinsurers, assigns, successors, heirs, subrogees, attorneys, predecessors, and mandataries, will be deemed to have completely and mutually released and forever discharged themselves from and for any and all liabilities, claims, crossclaims, causes of action, rights, actions, suits, debts, damages (including, but not limited to, compensatory, moratory, and punitive damages), interest, additional indemnity, costs, attorneys' fees, losses, expenses, obligations, or demands, of any kind whatsoever, whether known or unknown, existing or potential, or suspected or unsuspected, whether raised by claim, counterclaim, setoff, or otherwise, which they have or may claim now or in the future to have, relating to or arising from, directly or indirectly, the allegations made in the Class Action (the "**Released Claims**"), including but not limited to the facts, transactions, occurrences, events, acts, omissions, or failures to act that were alleged in the Class Action or in any pleading relating to the Class Action and in the disclosures and/or notices that Defendant made or failed to make to the Class Representatives or the other Class Members relating directly or indirectly from the allegations made in the Class Action.

**5.2 Future suits.** Upon approval of this Settlement Agreement by the Court, Plaintiffs and other Class Members who have not Opted Out shall renounce to any right to prosecute any Released Claim in any proceeding against Defendant, its heirs, executors, administrators, assigns, affiliates, subsidiaries, and parents, past, present, or future, or their respective former, present, or future directors, officers, shareholders, partners, representatives, employees, agents, insurers, reinsurers, assigns, successors, heirs, subrogees, attorneys, predecessors, and mandataries, or based on any actions taken by them that are authorized or required by this Agreement, and shall not seek compensation from any party that could claim contribution from them. It is agreed that the Settlement may be pleaded as a complete defense to any proceeding subject to this section, instituted by a Class Member who has not Opted Out of the Class Action.

## 6. NOTICES

**6.1 Notification process.** The Parties agree that the notification process will be carried out jointly by them.

**6.2 Provision of Class Members' email addresses by CAS.** As soon as reasonably possible after the signature of this Settlement Agreement, CAS shall provide to Class Counsel a

list of the email addresses that it possesses in its records for all athletes who trained on its National Teams between January 1, 2010 and June 14, 2023. Using this list and other information in its possession, Class Counsel shall prepare a list of email addresses of potential Class Members (the “**Class Member List**”) and provide the Class Member List to the Claim Administrator.

**6.3 Pre-Approval Notice.** One (1) Pre-Approval Notice will be sent to the Class Members by the Claim Administrator prior to the Settlement Approval Hearing, in accordance with any Court order. The form of the Pre-Approval Notice is attached to the present Agreement as **Schedule A**.

**6.4 Manner of giving notice to the Class (Pre-Approval Notice).** For the purpose of dissemination of the Pre-Approval Notice, the Claim Administrator will send the Pre-Approval Notice to Class Members by email, using the Class Member List. If the email enclosing the form of Pre-Approval Notice is returned as undeliverable, or is not delivered for any reason whatsoever, there will be no further attempt to send the Pre-Approval Notice.

**6.5 Public diffusion of Pre-Approval Notice by CAS.** In addition to section 6.4, above, CAS shall also post the Pre-Approval Notice on its website and social media (Facebook, X [formerly Twitter], and Instagram) pages using a budget of up to THIRTY THOUSAND DOLLARS 00/100 (\$30,000.00), over a period no longer than ninety (90) days. For the avoidance of doubt, any such costs or expenses will be borne by CAS and will not be deducted from the Settlement Funds.

**6.6 Post-Approval Notice.** One (1) Post-Approval Notice will be sent to the Class Members by the Claim Administrator after the Effective Date of the Agreement, in accordance with any Court order. The form of the Post-Approval Notice is attached to the present Agreement as **Schedule B**.

**6.7 Manner of giving notice to the Class (Post-Approval Notice).** For the purpose of dissemination of the Post-Approval Notice, the Claim Administrator will send the Post-Approval Notice to Class Members who have not Opted Out by email, using the Class Member List. If the email enclosing the Post-Approval Notice is returned as undeliverable, or is not delivered for any reason whatsoever, there will be no further attempt to send the Post-Approval Notice.

**6.8 Public diffusion of Post-Approval Notice by CAS.** In addition to section 6.7, above, CAS shall also post the Post-Approval Notice on its website and social media (Facebook, X [formerly Twitter], and Instagram) pages using a budget of up to THIRTY THOUSAND DOLLARS 00/100 (\$30,000.00), over a period no longer than ninety (90) days. For greater certainty, the social media campaign must be live during the period in which Class Members may make claims. For the avoidance of doubt, any such costs or expenses will be borne by CAS and will not be deducted from the Settlement Funds.

**6.9 No diffusion by postal services.** For clarity purposes, the Notices will not be sent by postal service or any similar services.

**6.10 Payment of expenses relating to Notices.** Defendant will be responsible for the fees associated with the dissemination of the Notices, whether internal costs or costs payable to a third party, and such fees will not be deducted from the Settlement Funds.

Notwithstanding the above, Class Counsel will be allowed to post the Notices and Settlement Agreement on their firm website, and social media accounts, and will be responsible for their publication on the *Registre des actions collectives*, at their own expense.

## 7. OPTING OUT, OBJECTIONS, AND CLAIM ADMINISTRATION

**7.1 Opt Out option.** After the notification of the Pre-Approval Notice, a Class Member will have thirty (30) days to choose to Opt Out of the Class Action by sending a written registered letter to this effect at the Court's registry in the manner described in the Pre-Approval Notice. Counsel for both Parties undertake to provide the Court with a copy of any exclusion they receive in accordance with section 117 of the *Directives de la Cour supérieure, Division de Montréal, à jour au 10 février 2025*.

### 7.2 Objections

**7.2.1 Procedure for objecting.** Unless otherwise authorized by the Court, any Class Member who has not Opted Out and who intends to object to the fairness of this Agreement must do so in writing no later than twenty (20) days prior to the Settlement Approval Hearing (the "**Objection Date**"). The written objection must be delivered to Class Counsel no later than the Objection Date. The written objection must include:

- (a) the name and number of the court file namely "Class action: Isaac et als. v. Canada Artistic Swimming (500-06-001134-218)";
- (b) the objector's name, address, telephone number(s), email address(es), and, if represented by counsel, the contact information of said counsel;
- (c) a statement whether the objector intends to appear at the Settlement Approval Hearing, either in person or through counsel;
- (d) a declaration that the objector considers himself/herself to be included in the Class;
- (e) a statement of the objection and the grounds supporting the objection;
- (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) the objector's signature.

Any Class Member who files and serves a written objection, as described above, may appear at the Settlement Approval Hearing, either in person or through counsel hired at the said Class Member's expense, to object to any aspect of the fairness, reasonableness, or adequacy of this Settlement.

**7.2.2 Failure to object.** Unless otherwise authorized by the Court, any Class Member who fails to comply with the above provisions shall waive and forfeit any and all rights he or she may have to appear separately and/or to object, and shall be bound by all the terms of this Agreement and by all proceedings, orders, and judgments in the Class Action.

**7.3 Claim Administrator.** The Parties agree that the Claim Process will be overseen by the Claim Administrator. The Parties chose the firm of VeritaGlobal to implement the obligations of the Claim Administrator as set out in this Agreement, including in the Distribution Protocol, the modalities of which are set out in **Schedule C**.

**7.4 Time limitation.** To benefit from the Settlement Agreement, Class Members must present a claim to the Claim Administrator no later than ninety (90) days from the date of the email notification of the Post-Approval Notice.

**7.5 Claim Form.** To present a claim, Class Member must fill in and send a Claim Form, a copy of which is attached to the present agreement as **Schedule D**, to the Claim Administrator, along with the required supporting documentation no later than the date and time specified therein.

**7.6 Payment of expenses relating to Claim Administrator.** Subject to section 6.10 above, the costs and fees incurred by the Claim Administrator to implement its obligations under this Agreement shall be paid using the Claim Administrator Fees. Any unused Claim Administrator Fees after the administration of the settlement is completed will be distributed *cy-près* to the organization listed at section 4.2.8 above.

**7.7 Claim Administrator report.** At the end of the Distribution Protocol, the Claim Administrator will provide the Parties and the Court with a report of its administration in accordance with the *Regulation of the Superior Court of Québec in civil matters*, CQLR, c. C-25.01, r. 0.2.1.

## **8. ABSENCE OF CLASS COUNSEL'S FEES**

**8.1 Class Counsel acting *pro bono*.** The Parties acknowledge that Class Counsel are acting *pro bono*. Consequently, the Parties agree that the Settlement Funds will not be reduced to pay for Class Counsel fees.

**8.2 No additional amounts due.** Defendant shall not be liable for any additional attorneys' fees, costs, and expenses of Class Counsel, Class Representatives or Class Members in the Class Action.

## **9. PUBLICITY CONCERNING THE SETTLEMENT**

In issuing public statements, including responding to any inquiries from the public media, concerning the Class Action and/or the settlement of the Class Action, the Class Representatives, Class Members, Class Counsel, Defendant, and Defendant Counsel will not issue statements which defame each other or incite Class Members to Opt Out, and shall not engage in any conduct or make any statement that the settlement of claims contemplated by this Agreement constitutes an admission of liability, or an admission of the validity or accuracy of any of the allegations in the Class Action. However, nothing shall limit the ability of Defendant to make public disclosures as the applicable laws require or to provide information about the settlement to government officials, its independent auditors, or its insurers/reinsurers.

## **10. REPRESENTATIONS AND WARRANTIES**

**10.1 Parties authorized to enter into Agreement.** Each person executing this Agreement represents and warrants that they are fully authorized to enter into this Agreement and to carry out the obligations provided for herein. Each person executing this Agreement on behalf of any Party covenants, warrants, and represents that they are and have been fully authorized to do so by that Party. The Parties hereto further represents and warrants that they intend to be bound fully by the terms of this Agreement.

**10.2 Best efforts.** The Parties and their undersigned counsel agree that the terms of the Agreement reflect a good-faith settlement of disputed claims. They consider the settlement

effected by this Agreement to be fair and reasonable and will use their best efforts to seek approval of the Agreement by the Court. They each represent and warrant that they have not made, nor will they: (a) attempt to void this Agreement in any way; nor (b) solicit, encourage, or assist in any fashion any effort by any person (natural or legal) to object to the settlement under this Agreement.

## **11. MISCELLANEOUS**

**11.1 Entire Agreement.** This Agreement, its preamble, and its schedules, contain the entire agreement between the Parties and supersede all prior understandings, agreements, or writings regarding the subject matter of this Agreement.

**11.2 No liability.** This Agreement does not constitute, is not intended to constitute, and will not under any circumstances be deemed to constitute, an admission of wrongdoing or liability by any Party, such wrongdoing and liability being expressly denied and no final adjudication having been made. The Parties have entered into the Agreement solely to reach a compromise of all claims for the purpose of concluding the disputes between them, and the Agreement may not be used by any third party against any Party. The entering into and carrying out of the Agreement, and any negotiations or proceedings related to it, shall not be construed as, or deemed evidence of, an admission or concession by any of the Parties or a waiver of any applicable prescription or statute of limitations (except as provided by law), and shall not be offered or received into evidence in any action or proceeding against any Party in any court, administrative agency, or other tribunal for any purpose whatsoever.

**11.3 Governing law and jurisdiction.** This Agreement is intended to and shall be governed by and interpreted in accordance with the laws of the Province of Québec, Canada. The parties hereby submit to the exclusive jurisdiction of the Courts of the Province of Québec, Canada, District of Montreal, concerning any and all issues related to the interpretation, application, or execution of this Agreement.

**11.4 Agreement binding on successors in interest.** This Agreement shall be binding on and inure to the benefit of the respective heirs, successors, and assigns of the Parties.

**11.5 Closing judgment.** At the end of the Distribution Process, the Parties will file an application in order to obtain a closing judgment from the Court in accordance with section 130 of the *Directives de la Cour supérieure, Division de Montréal, à jour au 10 février 2025*.

**11.6 Execution in counterparts.** This Agreement shall become effective upon its execution by all of the parties. The signatories may execute this Agreement in counterparts. Each counterpart shall be deemed to be an original, and execution of counterparts shall have the same force and effect as if all signatories had signed the same instrument.

**11.7 Signatures.** Each person executing this Agreement warrants that such person has the full authority to do so. Signatures sent in PDF format by email will constitute sufficient execution of this Agreement.

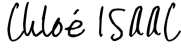
**11.8 Language.** The present Settlement Agreement is made available in French and English versions. In case of discrepancy, the English version of this Agreement shall prevail. *La présente entente de règlement est disponible en version anglaise et française. En cas de divergence, la version anglaise de la présente entente prévaut.*

**IN WITNESS THEREOF**, the Parties hereto and their attorneys signed on the dates and at the places detailed below.

*[Signatures on the following pages.]*


Signed in Paris, France,  
this 2<sup>th</sup> day of 6/2026, 2026

**CHLOÉ ISAAC**

DocuSigned by:  
  
Signature 46F88EC975A744BC...

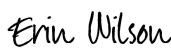
Signed in Québec,  
this 2<sup>th</sup> day of 5/2026, 2026

**GABRIELLE BOISVERT**

Signé par :  
  
Signature 0A2F3AE36C97462...

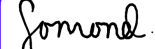
Signed in Erin willson,  
this 2<sup>th</sup> day of 4/2026, 2026

**ERIN WILLSON**

Signed by:  
  
Signature 3CAB6DF20E1246D...


Signed in Dublin, IRE,  
this 2<sup>th</sup> day of 5/2026, 2026

**SION ORMOND**

Signed by:  
  
Signature 5B2990515C87448D...


Signed in Cortina D'Ampezzo, Italy,  
this 2<sup>th</sup> day of 5/2026, 2026

**GABRIELLA BRISSON**

Signed by:  
  
Signature A8B1BA37F680474...

Signed in Dapp, AB,  
this 2<sup>th</sup> day of 4/2026, 2026

**REBECCA HARROWER**

DocuSigned by:  
  
Signature CA0141EC7AB14D2...

Signed in -,  
this 2<sup>th</sup> day of 4/2026, 2026

**MEAGHAN LAPIERRE**

Signed by:  
  
Signature 52E1B8218D514F1...

Signed in Toronto, ON, this 3<sup>rd</sup> day of February, 2026

**CANADA ARTISTIC SWIMMING**

  
Duly authorized representative

Name: Steve Wallace

Title: Chief Executive Officer

Signed in Rio de Janeiro,  
this 2<sup>th</sup> day of 2/6/2026, 2026

Signed by:

*Carlos Sayao*

**TYR LLP**

Counsel for Plaintiffs

Signed in Montreal,  
this 7<sup>th</sup> day of 4/2026, 2026

Signé par:

*Davies Ward Phillips & Vineberg LLP*

**DAVIES WARD PHILLIPS & VINEBERG  
LLP**

Counsel for Plaintiffs

Signed in Montreal,  
this 04<sup>th</sup> day of February, 2026

*Clyde & Co Canada*

**CLYDE & CO CANADA LLP**

Counsel for Defendant

# **SCHEDULE A**

## 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.

*\*The publication of this notice is approved and ordered by the Superior Court of Québec. The capitalized terms are defined in the Settlement Agreement.*

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;

*\*The publication of this notice is approved and ordered by the Superior Court of Québec. The capitalized terms are defined in the Settlement Agreement.*

- 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

***\*The publication of this notice is approved and ordered by the Superior Court of Québec. The capitalized terms are defined in the Settlement Agreement.***

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

## **SETTLEMENT AGREEMENT APPROVAL HEARING**

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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?**

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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?**

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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;

*\*The publication of this notice is approved and ordered by the Superior Court of Québec. The capitalized terms are defined in the Settlement Agreement.*

- (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?**

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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**

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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](mailto:info@ClassActionArtisticSwimming.ca) /  
[info@ActionCollectiveNatationArtistique.ca](mailto:info@ActionCollectiveNatationArtistique.ca)

Website Address:

[ClassActionArtisticSwimming.ca](http://ClassActionArtisticSwimming.ca) /  
[ActionCollectiveNatationArtistique.ca](http://ActionCollectiveNatationArtistique.ca)

For Class Counsel:

Mr. Carlos Sayao  
Mr. Joshua Hearn  
**Tyr LLP**  
488 Wellington Street West  
Suite 300-302  
Toronto (Ontario) M5V 1E3

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

*\*The publication of this notice is approved and ordered by the Superior Court of Québec. The capitalized terms are defined in the Settlement Agreement.*

Telephone: (416) 477-5525  
Email: [csayao@tyrllp.com](mailto:csayao@tyrllp.com)  
[jhearn@tyrllp.com](mailto:jhearn@tyrllp.com)

Email: [artisticswimming@dwpv.com](mailto:artisticswimming@dwpv.com)

# **SCHEDULE B**

## SCHEDULE B

### 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?

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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.

*\*The publication of this notice is approved and ordered by the Superior Court of Quebec. The capitalized terms are defined in the Settlement Agreement.*

## **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?**

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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**

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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

*\*The publication of this notice is approved and ordered by the Superior Court of Quebec. The capitalized terms are defined in the Settlement Agreement.*

Fax: (424) 423-6871

Email: [info@ClassActionArtisticSwimming.ca](mailto:info@ClassActionArtisticSwimming.ca) /  
[info@ActionCollectiveNatationArtistique.ca](mailto: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](mailto:csayao@tyrllp.com)  
[jhearn@tyrllp.com](mailto: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](mailto:artisticswimming@dwpv.com)

Encl.: Settlement Agreement & Claim Form

*\*The publication of this notice is approved and ordered by the Superior Court of Quebec. The capitalized terms are defined in the Settlement Agreement.*

## **SCHEDULE C**

**SCHEDULE C**  
**DISTRIBUTION PROTOCOL**

**I. DEFINITIONS**

1. The definitions included in the Settlement Agreement apply to this Distribution Protocol (the “**Protocol**”).
2. Furthermore, the following definitions also apply:
  - a) “**Authorization Hearing**” means the hearing at which (or failing a hearing, the date on which) the Court authorized the action to proceed on a collective basis, for settlement purposes only.
  - b) “**Authorization Judgment**” means the final judgment authorizing the Class Action for settlement purposes only.
  - c) “**Claim Deadline**” means 11:59:59 p.m. Pacific Time on the day ninety (90) days after the date when the Post-Approval Notice is published (i.e., the Notice is sent via email).
  - d) “**Claim Form**” means the claim form attached to the Settlement Agreement as **Schedule D**.
  - e) “**Valid Non-pecuniary Claim**” means a claim deemed receivable for non-pecuniary damages under the Settlement Agreement.
  - f) “**Valid Pecuniary Claim**” means a claim deemed receivable for pecuniary damages under the Settlement Agreement.
  - g) “**Settlement Account**” means the bank account dedicated for the Settlement Funds by the Claim Administrator.

**II. IMPORTANT DATES AND DEADLINES**

<b>ACTION</b>	<b>DELAY</b>	<b>DATE</b>
<b>Signature of the Settlement Agreement</b>	As soon as possible.	
<b>Authorization Hearing</b>	As soon as the parties sign the Settlement Agreement and subject to the Court’s availabilities.	
<b>Pre-Approval Notice</b>	No later than ten (10) days after the date of the Authorization Judgment, subject to the Court ordering otherwise.	

<b>Opt out</b>	No later than thirty (30) days after the notification of the Pre-Approval Notice, subject to the Court ordering otherwise.	
<b>Objections</b>	No later than twenty (20) days before the date of the Settlement Approval Hearing, subject to the Court ordering otherwise.	
<b>Settlement Approval Hearing</b>	At least sixty (60) days after the publication of the Pre-Approval Notice, to respect the opt out delay.	
<b>Post-Approval Notice</b>	No later than ten (10) days after the Effective Date of the Settlement, subject to the Court ordering otherwise.	
<b>Claim Deadline</b>	No later than ninety (90) days after the publication of the Post-Approval Notice.	
<b>Distribution of Settlement Funds to Class Members</b>	No later than ninety (90) days after the Claim Deadline.	
<b>Payment of the balance to the charitable organisation (if any)</b>	Once the distribution of the Settlement Funds is done and the undeliverable or uncashed cheques or electronic transfers are deposited back into the Settlement Account.  No later than eight (8) months after the distribution of Settlement Funds to Class Members.	

### III. CLASS MEMBER INFORMATION AND CONFIDENTIALITY

3. As soon as possible after the Authorization Judgment and before the ten (10)-day deadline to publish the Pre-Approval Notices, CAS, through its Counsel, will provide Class Counsel with a list of the names, postal addresses (if available), and email addresses (if available) that it possesses for all athletes that trained on its National Teams from January 1, 2010 and June 14, 2023.
4. Using this list and other information in their possession, Class Counsel shall prepare a list of email addresses of potential Class Members and provide said list to the Claim Administrator.
5. The Claim Administrator will update the information on an ongoing basis.
6. Class Members will have the opportunity to update their personal information in the Claim Form.

7. It is understood that all information received from CAS, or the Class Members, shall be used and retained by the Claim Administrator under strict confidentiality, and handled in conformity with the *Personal Information Protection and Electronic Documents Act*, R.S.C. 2000, c. 5, the *Act Respecting the Protection of Personal Information in the Private Sector*, CQLR, c. P-39.1, and all other similar acts and regulations applicable elsewhere in Canada, for the purposes of administering claims stemming from the Settlement Agreement.

#### **IV. REPORT ON THE DIFFUSION OF THE NOTICES**

8. Class Counsel shall provide the Claim Administrator with a report at the end of each notification of notices. Said reports will be included in the final report of the Claim Administrator, which the Claim Administrator will produce at the end of the Distribution Process.

#### **V. DISTRIBUTION OF THE SETTLEMENT FUNDS**

##### **A. Who can make a claim pursuant to the Settlement Agreement**

9. The Superior Court of Québec authorized the Class Action on behalf of the following class:

All individuals who trained with the national swimming teams of Canada Artistic Swimming who were subjected to psychological abuse, neglect, and/or harassment by coaches and/or staff of Canada Artistic Swimming between January 1, 2010 and June 14, 2023.

The members of this class are hereafter referred to as the “**Class Members**”.

10. Each Class Member can present a claim pursuant to the Settlement Agreement.

##### **B. How to make a claim pursuant to the Settlement Agreement**

11. To make a claim pursuant to the Settlement Agreement, each Class Member must fill a Claim Form, electronically or legibly by hand, attach the required supporting documentation to it, and send it to the Claim Administrator on or before the Claim Deadline, via email, fax, or registered mail (with proof of posting date).
12. Any claim which is presented to the Claim Administrator after the Claim Deadline shall be automatically rejected by the Claim Administrator.
13. All Claim Forms received by the Claim Administrator shall be shared with Class Counsel and CAS Counsel. However, CAS shall have no right to contest or to contradict the information and statements contained in the Claim Forms, except in respect to each Class Member’s statement of the time that they spent training with the National Teams. In the event CAS so contests, it shall submit documentary proof to Class Counsel.

**C. Distribution of the Settlement Funds — Non-Pecuniary Claims**

14. As stated in the Settlement Agreement, \$1,000,000 of the Settlement Funds is allocated for the settlement of Class Members' non-pecuniary (moral) damage claims. For each Class Member, this amount is capped at \$5,000 per year spent on the National Teams (prorated monthly, *i.e.*, \$416.67 per month), up to a maximum of \$20,000 per Class Member.
15. To claim compensation for non-pecuniary damages, each Class Member must complete the questionnaire included in the Claim Form concerning the psychological abuse, neglect, and/or harassment to which they were subjected.
16. If the Claim Administrator determines that a Class Member has disclosed instances of psychological abuse, physical abuse, neglect, and/or harassment, the Claim Administrator must accept the Class Members' non-pecuniary damage claim as a Valid Non-Pecuniary Claim. If the Claim Administrator determines that they require further information from a Class Member, they may contact the Class Member directly. However, for greater certainty, if a Class Member has ticked at least one box in respect of experiences of psychological abuse, physical abuse, neglect, and/or harassment, and also ticked the box in respect of impact, the Claim Administrator must accept the Class Members' non-pecuniary damage claim as a Valid Non-Pecuniary Claim. For greater certainty, in no circumstances should the Claim Administrator deny the non-pecuniary damage claim on the basis that no written narrative of the Class Member's experience is included in the Claim Form, nor shall the Claim Administrator be permitted to request a Class Member to provide such a narrative.
17. Compensation for Valid Non-Pecuniary Claims shall be based only on the time spent, in months, by each Class Member on the National Teams.
18. In the event that the total amount of Valid Non-Pecuniary Claims exceeds the allocated amount of \$1,000,000, the Claim Administrator will pay the Class Members on a *pro rata* basis.

**D. Distribution of the Settlement Funds — Pecuniary Claims**

19. As stated in the Settlement Agreement, \$190,000 of the Settlement Funds is allocated for the settlement of Class Members' pecuniary claims.
20. To claim compensation for pecuniary damages, each Class Member must attach, along with their Claim Form a written statement describing their pecuniary claim. If such statement is not provided along with the Claim Form, the Claim Administrator shall request that the Class Member provide it as soon as possible, but in no event after the Claim Deadline.

21. In addition, each Class Member must indicate, in their Claim Form, the total amount that they are claiming in pecuniary damages and attach copies of the supporting documentation justifying this amount.
22. If the Claim Administrator determines that a Class Member has disclosed a reasonable pecuniary damage claim as a result of the acts of psychological abuse, neglect, and/or harassment that they disclosed, then the Claim Administrator must accept the Class Member's pecuniary damage claim as a "Valid Pecuniary Claim", but only to the extent of the amount justified by supporting documentation. If the Claim Administrator determines that further information is required to establish a Class Member's Valid Pecuniary Claim, it will provide the Class Member with the opportunity to amend or supplement their claim within thirty (30) days.
23. In the event that the total amount of Valid Pecuniary Claims exceeds the allocated amount of \$190,000, the Claim Administrator will pay the Class Members on a *pro rata* basis.

#### **E. Payment of Valid Claims**

24. No later than forty-five (45) days after the Claim Deadline, the Claim Administrator will communicate with Class Members that have filed a Claim Form to advise them, as the case may be: (1) that their claim was rejected; or (2) that their claim has been accepted as a Valid Claim and, if that is the case, indicate the amount of compensation that they will receive.
25. No later than ninety (90) days after the Claim Deadline, the Claim Administrator will issue a cheque or electronic funds transfer to each Class Member who presented a Valid Claim corresponding to the total compensation to which they are entitled pursuant to the Settlement Agreement. Said cheque or electronic funds transfer will be valid for a period of six (6) months, after which it will be considered uncashed and be annulled by the Claim Administrator and the funds will be deposited back into the Settlement Account.

#### **F. Cy-pres payment**

26. After the payments have been accepted by Class Members, after uncashed cheques and electronic fund transfers have been deposited back into the Settlement Account, and no later than eight (8) months after the distribution of the Settlement Funds, the Claim Administrator will pay the remaining unclaimed funds by *cy-pres* to the Canadian Center for Mental Health and Sport, a charitable organization selected jointly by the Parties and which has a direct connection with safety and sport, subject to section 4.2.8 of the Settlement Agreement.

### **VI. RESOLUTION OF DISPUTES**

27. The Claim Administrator's determinations regarding the Valid Claims (or rejected claims) and the distribution of the Settlement Funds are final and non-appealable. If any dispute

or issue arises during the Distribution Process, the Claim Administrator will consult both the Class Counsel and CAS Counsel before making any decision. If the Claims Administrator is not able to arrive at a decision following such consultation, the dispute or issue will be resolved by the Court.

**VII. PAYMENT OF THE CLAIM ADMINISTRATOR COSTS AND ADMINISTRATION REPORT**

28. As stated in the Settlement Agreement, up to \$110,000 of the Settlement Funds will be available for the payment of the administration costs and disbursements.
29. The Claim Administrator will provide invoices to Class Counsel for payment of the administration costs and disbursements. The administration costs and disbursements will be paid from the Settlement Funds, within thirty (30) days of the invoice provided.
30. If the administration costs and disbursements total less than \$110,000 then any remaining funds will be paid by the Claim Administrator by *cy-pres* to the organization named in section 26 above.

## **SCHEDULE D**

**CLAIM FORM****Isaac & al. v. Canada Artistic Swimming, C.S.: 500-06-001134-218**

This claim form and all supporting documentation must be sent **no later than ninety (90) days following the notification of the post-approval notices, at 11:59:59 p.m. Pacific Time** either by e-mail, fax, or registered mail, to the following contact information, with a mention of the above-referenced file:

By e-mail:

[info@ClassActionArtisticSwimming.ca](mailto:info@ClassActionArtisticSwimming.ca) / [info@ActionCollectiveNatationArtistique.ca](mailto:info@ActionCollectiveNatationArtistique.ca)

By fax:

**Reference:** Settlement Canada Artistic Swimming at (424) 423-6871

By registered mail:

PO Box 3355, London, ON N6A 4K3

**If you send your claim form and supporting documentation by registered mail, you need to include a proof of posting date.**

**Your claim will be automatically rejected, and you will not receive any compensation, if this claim form and the supporting documentation are not sent on or before the ninetieth (90) day following the notification of the post-approval notices, at 11:59:59 p.m. Pacific Time.**

If you are an individual who trained with the national artistic swimming teams (13-15, junior, and/or senior) of Canada Artistic Swimming (“**CAS**”) and if you were subjected to psychological abuse, neglect, and/or harassment by coaches and/or staff of CAS between January 1, 2010 and June 14, 2023 (the “**Class Member**” or “**you**”), you can file a claim pursuant to the Settlement Agreement. If the Class Member is younger than 18 years old, the claim must be filed by the Class Member’s legal guardian.

**THE CLAIM FORM HAS 17 PAGES, INCLUDING THIS PAGE.  
PLEASE ENSURE THAT YOU HAVE COMPLETED ALL OF THE SECTIONS ON THE  
FOLLOWING PAGES.**

**Mental Health Resources**

Some parts of this form will require you to recall experiences that may have been difficult to deal with or led to harmful mental and physical impacts on you. The following mental health resources are provided to assist those who may need support after completing this form.

- (1) [Canadian Centre for Mental Health and Sport](#); and
- (2) [Canadian Mental Health Association](#).

<b>SECTION A: INFORMATION ABOUT THE CLASS MEMBER</b>
--

First Name: \_\_\_\_\_

Middle Name: \_\_\_\_\_

Last Name: \_\_\_\_\_

Date of Birth: Day: \_\_\_\_\_ Month: \_\_\_\_\_ Year: \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_

Province or Territory: \_\_\_\_\_

Postal Code: \_\_\_\_\_

Telephone Number: \_\_\_\_\_

E-mail Address: \_\_\_\_\_

**Please attach to this claim form a copy of an identification document.**

- A copy of an identification document (medical insurance card, driver's licence, or passport) of the Class Member is attached to this form.

<b>SECTION B: INFORMATION ABOUT YOUR LEGAL GUARDIAN (IF THE CLASS MEMBER IS YOUNGER THAN 18 YEARS OLD)</b>
--

**Are you younger than 18 years old when you fill in this form?**

- Yes. Then, you **must** fill in this Section B before proceeding to Section C.
- No. Then, proceed to Section C.

**Please provide the following information about your legal guardian.**

First Name: \_\_\_\_\_

Middle Name: \_\_\_\_\_

Last Name: \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_

Province or Territory: \_\_\_\_\_

Postal Code: \_\_\_\_\_

Telephone Number: \_\_\_\_\_

E-mail Address: \_\_\_\_\_

**Please attach to this claim form copy of an identification document of your legal guardian.**

- A copy of an identification document (medical insurance card, driver's licence, or passport) of the Class Member's legal guardian is attached to this form.

<b>SECTION C: PROOF OF CLAIM</b>
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**QUESTION 1**

Only individuals who trained with the national artistic swimming teams of Canada Artistic Swimming are entitled to compensation.

By “national artistic swimming teams of Canada Artistic Swimming”, we mean exclusively the following three teams: the 13-15 national team, the junior national team, and the senior national team. “National artistic swimming teams of Canada Artistic Swimming” 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 by Canada Artistic Swimming.

If you have only trained with provincial or local artistic swimming team(s), then you are not entitled to compensation.

1. Did you train with one or more of the national artistic swimming teams of Canada Artistic Swimming between January 1, 2010 and June 14, 2023?
  - Yes. Then, proceed to Question 2.
  - No. Then, you are **not** entitled to compensation.

**QUESTION 2**

The compensation that you will receive will depend on the time in months that you spent on the national artistic swimming teams of Canada Artistic Swimming, during the period between January 1, 2010 and June 14, 2023, subject to a maximum of \$20,000.

You will not receive any compensation for time spent on the national artistic swimming teams before January 1, 2010 and after June 14, 2023.

2. Please indicate the time during which you trained with each of the national artistic swimming teams of Canada Artistic Swimming by answering the questions below.

a. Did you train with the 13-15 national artistic swimming team?

Yes  No

b. If yes, indicate the time when you began training with the 13-15 national artistic swimming team and the time when you ended training with the 13-15 national artistic swimming team.

I began training with the 13-15 national artistic swimming team in \_\_\_\_\_  
(month) of \_\_\_\_\_ (year).

I ended training with the 13-15 national artistic swimming team in \_\_\_\_\_  
(month) of \_\_\_\_\_ (year)

**OR**

I am currently training with the 13-15 national artistic swimming team.

c. Did you train with the junior national artistic swimming team?

Yes  No

d. If yes, indicate the time when you began training with the junior national artistic swimming team and the time when you ended training with the junior national artistic swimming team.

I began training with the junior national artistic swimming team in \_\_\_\_\_  
(month) of \_\_\_\_\_ (year).

I ended training with the junior national artistic swimming team in \_\_\_\_\_  
(month) of \_\_\_\_\_ (year)

**OR**

I am currently training with the junior national artistic swimming team.

e. Did you train with the senior national artistic swimming team?

Yes  No

- f. If yes, indicate the time when you began training with the senior national artistic swimming team and the time when you ended training with the junior national artistic swimming team.

I began training with the senior national artistic swimming team in \_\_\_\_\_  
(month) of \_\_\_\_\_ (year).

I ended training with the senior national artistic swimming team in \_\_\_\_\_  
(month) of \_\_\_\_\_ (year)

**OR**

I am currently training with the senior national artistic swimming team.

**QUESTION 3**

**Even though you trained with the national artistic swimming teams of Canada Artistic Swimming, you are entitled to compensation only if you were subjected to psychological abuse, neglect, and/or harassment by coaches and/or staff of Canada Artistic Swimming.**

3. Were you subjected to psychological abuse, neglect, and/or harassment by coaches and/or staff of Canada Artistic Swimming while you trained with the national artistic swimming teams of Canada Artistic Swimming?

Yes. Then, proceed to Questions 4 and 5.

No. Then you are **not** entitled to compensation.

**QUESTION 4**

**If you answered “yes” to Question 3, then you are entitled to receive compensation for non-pecuniary damages. “Non-pecuniary damages” means, for example, compensation for moral or mental suffering, anguish, or loss of enjoyment of life.**

Please note that if you do not recall the precise date(s) of the events in question, you are not prohibited from making a claim. If you do not recall the precise date(s), please include your best approximation.

4. Please describe the psychological abuse, neglect, and/or harassment by coaches and staff of Canada Artistic Swimming to which you were subjected by answering the questions below.

**Psychological abuse**

Psychological abuse can arise from, among other things, the following. If you were subjected to any of the below, please check all which apply:

- being subjected to repeated personal criticism or body-shaming;
- receiving intimidating, humiliating, or degrading comments;
- being denied attention or support;
- being forced to weigh yourself at the request of CAS coaches and/or members of staff multiple times a week, with threats of removal from the team if you exceeded a certain weight;
- feeling pressured to comply with unhealthy weight targets to remain on the team or participate in competitions;
- feeling suppressed from expressing your disappointment or concerns about the way you were treated;
- being yelled at;
- experiencing physical threats;
- other: Please indicate the nature of the conduct experienced:

---

- none of the above.

If yes, by whom?

When did this occur?

Where did this happen?

If you feel comfortable sharing further details of the psychological abuse you experienced, you are welcome, but not required, to do so here (in other words leaving this section blank will not affect the validity of your claim):

### **Physical abuse**

Physical abuse includes, among other things, the following. If you were subjected to any of the below, please check all which apply:

- experiencing unwelcome physical contact or threats thereof from coaches or staff;
- having exercise used as a form of punishment;
- being forced to train on complicated/dangerous routines or intense exercises without adequate training, preparation, warm-up, hydration, or nutrition;
- other: Please indicate the nature of the conduct experienced:

---

- none of the above.

If yes, by whom?

When did this occur?

Where did this happen?

If you feel comfortable sharing further details of the physical abuse you experienced, you are welcome, but not required, to do so here (in other words leaving this section blank will not affect the validity of your claim):

### **Neglect**

Neglect includes, among other things, the following. If you were subjected to any of the below, please check all which apply:

- having your health and safety neglected;

- having your injuries or pain downplayed or ignored;
- being encouraged to disregard medical advice regarding your health;
- having your nutrition withheld or criticized;
- being accused of faking or lying about your suffering;
- being denied medical assistance;
- feeling rushed to recover from injuries;
- experiencing a failure to follow up on your concerns or complaints as an athlete.
- other: Please indicate the nature of the conduct experienced:

---

- none of the above.

If yes, by whom?

When did this occur?

Where did this happen?

If you feel comfortable sharing further details of the neglect you experienced, you are welcome, but not required, to do so here (in other words leaving this section blank will not affect the validity of your claim):

## Harassment

Harassment includes, among other things, the following. If you were subjected to any of the below, please check all which apply:

- experiencing misogynistic comments or behaviour;
- receiving sexualized or offensive comments;
- experiencing racial comments that were offensive;
- receiving comments based on your religious beliefs that were offensive;

facing comments based on your sexual orientation, gender identity, or gender expression that were discriminatory.

other: Please indicate the nature of the conduct experienced:

---

none of the above.

If yes, by whom?

When did this occur?

Where did this happen?

If you feel comfortable sharing further details of the harassment you experienced, you are welcome, but not required, to do so here (in other words leaving this section blank will not affect the validity of your claim):

### **Impact**

As a result of these acts, have you experienced anxiety, depression, sleep disorders, eating disorders, post-traumatic stress disorder, feelings of shame, stress, loss of self-confidence, interpersonal difficulties and/or physical injuries?

Yes  No

If you feel comfortable sharing further details of the impact you experienced, you are welcome, but not required, to do so here (in other words leaving this section blank will not affect the validity of your claim):



**QUESTION 5**

If you answered “yes” to Question 3, then you are also entitled to receive compensation for pecuniary damages. “Pecuniary damages” means actual expenses that you incurred because of the psychological abuse, neglect, and/or harassment that you attested to in answer to Question 3, like therapy or medical fees, and the cost of medications.

5. Please describe the pecuniary damages that you incurred.

To answer Question 5, you need to send along with this claim form a text written on the computer or by hand (legible). You can attach as many pages as necessary.

a. What is the total amount that you are claiming for pecuniary damages?

\_\_\_\_\_ \$

You need to send along with this claim form copies of the supporting documentation justifying the amount that you are claiming in answer to Question 5.a. “Supporting documentation” means actual invoices, statements of accounts, receipts, banking or credit card statements, etc. showing that you or someone acting on your behalf paid the amount that you are claiming for pecuniary damages.

**SECTION D: CLAIM ADMINISTRATOR**

Your claim will be examined by the Claim Administrator: VeritaGlobal. The Claim Administrator will communicate with you by e-mail, at your e-mail address that you provided in Section A. If you are younger than 18 years old, the Claim Administrator will communicate with your legal guardian by e-mail, at your legal guardian's e-mail address provided in Section B.

The Claim Administrator may contact you or your legal guardian to follow up on your claim form. If that is the case, the Claim Administrator will schedule a teleconference with you or your legal guardian, which will last no more than two (2) hours, to discuss your claim form. The Claim Administrator may also ask you to provide further written information or documentary support.

If the Claim Administrator determines that you have presented a Valid Claim, the Claim Administrator will notify you of this, and you will receive a cheque or electronic funds transfer for the amount of compensation that you are entitled to receive.

If you would like to be paid by cheque, where do you want the cheque to be mailed?

- To your address provided in Section A.
- To the address of your legal guardian provided in Section B (if different).
- To the following address:

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If you prefer to receive an electronic funds transfer rather than a cheque, please provide the e-mail address for receipt of same below.

**SECTION E: SUBMITTING YOUR CLAIM FORM**

Once you have filled in this claim form, you must send it, along with all supporting documentation, to the Claim Administrator at the contact information indicated on page 1.

The claim must be sent **no later than ninety (90) days following the notification of the post-approval notices at 11:59:59 p.m. Pacific Time**. All claims sent after that date will be automatically dismissed.

<b>SECTION F: DECLARATION AND SUPPORTING DOCUMENTATION CHECKLIST</b>
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I solemnly declare the following:

- I solemnly declare that the content of this claim form is true and acknowledge that this declaration has the same value in law as if I took an oath under a Court of law.
- I have filled in all of the sections of this claim form (except Section B if I am 18 years old or older).
- I have attached to this form a copy of an identification document (Section A).
- If I am younger than 18 years old, I have provided the contact information of my legal guardian at Section B.
- If I am younger than 18 years old, I have attached to this form a copy of an identification document of my legal guardian (Section B).
- I have attached a text, written by computer or by hand (in legible characters), describing my claim for pecuniary damages in answer to Section C, Question 5 (if I make such a claim).
- I have attached all of the supporting documentation justifying the amount of my claim for pecuniary damages in answer to Section C, Question 5.a (if I make such a claim).

\_\_\_\_\_  
Signature of the Class Member  
or of their legal guardian if younger than 18 years old

\_\_\_\_\_  
Date

**You should keep a copy of your complete claim for your personal records.**

# **SCHEDULE E**

## SCHEDULE E

### JOINT PUBLIC STATEMENT

■, 2026 – In March of 2021, seven former members of the senior national team filed a class action against Canada Artistic Swimming (“CAS”), in order to see a change of culture take place in their sport, for the safety and benefit of all current and future athletes. CAS appreciates their determination and recognizes the importance of their actions.

The parties have since reached a settlement that is satisfactory to all. The agreement comprises important measures to provide over C\$1 million in monetary compensation for the athletes who trained on CAS national teams from 2010 to 2023 and suffered as a result. The agreement also includes meaningful and long-lasting commitments by CAS to end and prevent for good any maltreatment in the national team training environment and to ensure the continued safety and well-being of its athletes.

In particular, CAS commits to continue the efforts it has undertaken over the last number of years to take a leading role in making the sport experience free from psychological abuse, neglect, and/or harassment. This includes ensuring that hiring committees for National Team coaches comprise at least 50% athlete representation, conducting governance education, and exploring the possibility of incorporating probationary periods into coaching contracts to align with industry best practices. Moreover, CAS is proactively informing all National Team athletes about applicable safe-sport measures to prioritize their well-being.

In addition to these proactive measures, CAS has implemented various safety improvements over recent years. These efforts include joining the Abuse-Free Sport program, adopting the Canadian Safe Sport Program Rules, committing to ongoing initiatives such as the establishment of an Athletes’ Committee, and amending by-laws to create a dedicated board position for a former National Team athlete. Furthermore, CAS has instituted 360-degree performance reviews across its coaching staff to ensure continuous improvement and accountability. These comprehensive initiatives underscore CAS's unwavering commitment to athlete inclusion, safety, and performance excellence.

With these initiatives, the safety, dignity, and well-being of artistic swimmers will be better preserved going forward.