

Form 49
[Rule 13.19]



COURT FILE NUMBER 1701-04755
COURT COURT OF KING'S BENCH OF ALBERTA
JUDICIAL CENTRE CALGARY
PLAINTIFF N.B.
DEFENDANTS PHILIP HEEREMA, CALGARY EXHIBITION AND STAMPEDE LIMITED, and CALGARY STAMPEDE FOUNDATION

C61180

JS June 28, 2024

BROUGHT UNDER THE *CLASS PROCEEDINGS ACT*

DOCUMENT **AFFIDAVIT OF N.B.**

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AFFIDAVIT OF: N.B.

SWORN ON: June 18, 2024

I, N.B., of the City of London, in the Province of Ontario, SWEAR THAT:

1. I am the Representative Plaintiff in the within Action, and as such I have personal knowledge of the matters hereinafter deposed to, except where stated to be based on upon information, and where stated I believe the same to be true.
2. By making this affidavit it is not my intention to waive any solicitor and client privilege, litigation privilege or any other privilege whatsoever, and I am not doing so.

3. Terms that are capitalized but not defined in this affidavit have the meaning attributed to them in the Settlement Agreement made between the Parties dated as of April 26, 2024. Attached at **Exhibit "A"** to my Affidavit is a copy of the Settlement Agreement.

4. I have previously sworn 6 affidavits in this Action. Those affidavits were filed on April 5, 2017, January 25, 2018, October 11, 2018, September 29, 2021, August 19, 2022, and February 21, 2023.

BACKGROUND

5. As a proposed representative Plaintiff, I filed a Statement of Claim to commence this Action on April 5, 2017. An Amended Statement of Claim was filed on January 18, 2018. A Second Amended Statement of Claim was filed on October 4, 2018. A Third Amended Statement of Claim was filed on October 20, 2022. Attached at **Exhibit "B"** to my Affidavit is a copy of the Third Amended Statement of Claim.

6. On January 24, 2018, the Court approved the form of contingency fee agreement in place between myself and Class Counsel. The Order approving the form of contingency fee agreement was filed on January 25, 2018 (the **Contingency Fee Agreement Order**).

THE CLAIM

7. The Young Canadians is a performing arts school operated by the Calgary Exhibition and Stampede Limited and the Calgary Stampede Foundation (collectively the **Stampede Defendants**). The Claim alleges that, from 1987 to January 31, 2014, the Stampede Defendants employed or allowed the Defendant Philip Heerema (**Heerema**) to volunteer or be employed in a variety of capacities and permitted him to hold a position of power and trust over the Class Members. Heerema systematically identified, targeted, and preyed on the vulnerabilities of the Class Members. The Claim also alleges that the Stampede Defendants failed to provide Class Members with a safe and secure environment. Further, the Claim alleges that the Stampede Defendants failed to adequately investigate and act upon known complaints made by victims and faculty.

SUMMARY OF THE ACTION

(a) CERTIFICATION OF THE ACTION

8. I am advised by Class Counsel, Kajal Ervin, that, on October 17, 2018, they filed a Certification Application in this Action. In support of that Certification Application, I swore an Affidavit which was filed on October 11, 2018. In addition, Dr. Cathy Carter-Snell, an expert in the area of trauma resulting from sexual assault, provided an expert report.

9. Class Counsel filed a Brief in support of their Certification Application on April 12, 2019. The Stampede Defendants did not file a Brief in response. Instead, I am advised by Class Counsel that, a few days before the Certification Application was to be argued, the Stampede Defendants consented to an order certifying the claim and all proposed common issues.

10. On June 10, 2018, Associate Chief Justice Rooke, as Case Management Justice, granted an order certifying the claim as a class action. I am advised by Class Counsel that Associate Chief Justice Rooke certified all of the following proposed common issues:

1. Were the Defendants, or any of them, negligent, including:
 - (a) Did the Defendants or any of them owe a duty of care to the Class Members to provide a safe and secure environment free of sexual luring, exploitation and assault;
 - (b) What was the applicable standard of care required of the Defendants or any of them in the circumstances;
 - (c) Did the Defendants or any of them breach their duties such that their conduct fell below the applicable standard of care; and
 - (d) Did the conduct of the Defendants or any of them cause losses or damages to the Class Members?
2. In respect of issue 1(c) and the alleged breaches of duties by Heerema:
 - (a) Did Heerema engage in inappropriate physical and sexual relationships with Class Members?
 - (b) Did Heerema abuse his position of trust and authority over Class Members?
 - (c) Did Heerema sexually lure, exploit and assault Class Members?
 - (d) Did Heerema create child pornography involving Class Members?
 - (e) Did Heerema engage in deception with respect to his inappropriate conduct, and encourage Class Members to deceive parents and others?
3. In respect of issue 1(c) and the alleged breaches of duties by the Young Canadians:
 - (a) Did the Young Canadians fail to adequately investigate and screen Heerema before he was hired?
 - (b) Did the Young Canadians fail to adequately investigate and screen Heerema before he was promoted and in contact with the Class Members?
 - (c) Did the Young Canadians fail to adequately supervise Heerema?
 - (d) Did the Young Canadians allow Heerema to interact with the Class Members and expose the Class Members to Heerema, including placing Heerema in a position of authority

and supervision over the Class Members?

- (e) Did the Young Canadians allow or direct Heerema to be responsible for advising and explaining to the students, including the Class Members, the code of conduct?
 - (f) Did the Young Canadians ignore warning signs of improper sexually exploitive conduct engaged by Heerema with respect to the Class Members?
 - (g) Did the Young Canadians fail to adequately investigate and act with respect to Heerema's sexual exploitation and inappropriate conduct with respect to the Class Members, notwithstanding suspicions or actual knowledge of that conduct?
 - (h) Did the Young Canadians create or permit an atmosphere tolerant of inappropriate sexual behaviour by Heerema or other people in positions of authority over students and the Class Members?
 - (i) Did the Young Canadians fail to establish, implement or enforce adequate policies, practices or procedures to protect the Class Members against sexual abuse and sexual exploitation by staff and people in positions of authority in the Young Canadians organization?
 - (j) Did the Young Canadians fail to have proper procedures and safeguards in place to ensure that the Young Canadians' policies, practices and procedures were followed by Heerema?
4. Is Heerema liable for the tort of intrusion upon seclusion?
- (a) Was Heerema's sexual exploitation and inappropriate conduct, including the creation of child pornography involving Class Members, intentional?
 - (b) Did Heerema invade, without lawful justification, the private affairs or concerns of the Class Members?
 - (c) Would a reasonable person regard the invasion of privacy as highly offensive causing distress, humiliation or anguish?
5. Did the Young Canadians have a contractual relationship with the Class Members?
- (a) If so, was it an express or implied term of the contracts with the Class Members that the Young Canadians would take all reasonable steps to safeguard the safety, security and well-being of the Class Members while attending the Young Canadians' school?
 - (b) Did the Young Canadians breach that term of the contracts?

- (c) Did the breach of that term of the contracts cause losses or damages to the Class Members?
- 6. Did the Defendants or any of them owe a fiduciary duty to the Class Members?
 - (a) Were the Defendants or any of them in a position of trust and authority over the Class Members?
 - (b) Did Defendants or any of them breach that fiduciary duty?
 - (c) Did the breach of fiduciary duty by the Defendants or any of them cause losses or damages to the Class Members?
- 7. If Heerema breached any duties of care or fiduciary duties owed to the Class Members, are the Young Canadians vicariously liable for such breaches by Heerema:
 - (a) Does a precedent exist in which vicarious liability has been found such as to impose vicarious liability between Heerema and the Young Canadians in this Action?
 - (b) If the answer to question 5(a) is no, then:
 - (i) was the relationship between Heerema and the Young Canadians sufficiently close; and
 - (ii) is there a sufficient connection between the wrongful conduct alleged in this Action and the conduct authorized by the Young Canadians as employer for Heerema?
- 8. Did the Young Canadians have actual knowledge of Heerema's sexual luring, exploitation and abuse of the Class Members?
- 9. Does the conduct of any of the Defendants justify an award of punitive damages?
- 10. Is an aggregate damages award appropriate in respect of all or part of the Defendants' liability to the Class Members?

(b) **STATEMENT OF DEFENCE AND REPLY**

11. On September 19, 2019, the Stampede Defendants filed a Statement of Defence and Notice of Claim against Co-Defendant. In response to their Statement of Defence, Class Counsel filed a Reply to Statement of Defence on September 27, 2019.

(c) **AFFIDAVITS OF RECORDS**

12. On October 24, 2019, I swore an Affidavit of Records. Subsequently, on January 20, 2020, the Stampede Defendants swore their Affidavit of Records.

(d) **QUESTIONING**

13. I am advised by Class Counsel that they obtained an order permitting them to Question Heerema. That Order was obtained on March 16, 2020. As Heerema was incarcerated at that time, remote questioning via video conference was arranged. On July 7, 2020, Heerema was questioned by Class Counsel. Counsel for the Stampede Defendants was also in attendance.

(e) **NOTICE TO ADMIT FACTS**

14. I am further advised by Class Counsel that, on June 4, 2021, Class Counsel served a Notice to Admit Facts on the Stampede Defendants. Initially, the Stampede Defendants failed to provide any responses to the Notice to Admit Facts and denied all facts. After an application was filed to deal with the deficient responses, they subsequently served a revised Response with more substantive responses on August 18, 2021. The scheduled application became unnecessary as a result of the revised responses provided by the Stampede Defendants.

(f) **APPLICATION TO AMEND THE CLASS**

15. I am advised by Class Counsel that, in early 2019, they were approached by R.S., who advised that he had repeatedly been sexually assaulted by Heerema in 1988. That was the first report received by Class Counsel regarding Heerema's involvement with the Young Canadians before the August 1, 1990, commencement of the then known Class Period.

16. On August 19, 2022, Class Counsel filed an Application to Amend the Class Period to commence as of August 1, 1987, and to include individuals who identified as male. In support of that application, R.S. filed an Affidavit, as did I. RS was cross-examined on his Affidavit.

17. On August 25, 2022, Class Counsel filed their written brief in support the Application to Amend the Class Period. However, shortly before the scheduled hearing, the Stampede Defendants agreed to consent to the application and on October 14, 2022, a consent order was filed amending the Class Period.

(g) **SUMMARY JUDGMENT APPLICATION**

18. I am advised by Class Counsel that, on February 21, 2023, Class Counsel filed a Summary Judgment application in this Action. The Application was scheduled to be heard before the Honourable Justice A. Wooley on July 26, 2023, who was then the Case Management Justice following Associate Chief Justice Rooke's retirement. In support of the Summary Judgment Application, Class Counsel filed the Expert Report of James Fayette, the Affidavit of a former instructor with the Young Canadians, Melissa Klassen, and the Affidavit of Class Member M.J.1., and an affidavit that I swore.

19. In response, the Stampede Defendants filed the Affidavit of Sarah Hayes and an Expert Report from Dr. Peter Choate.

20. Everyone who submitted an Affidavit or Expert report, except for me, was cross-examined on their Affidavits and Reports.

21. Class Counsel filed their Brief in support of Summary Judgment. However, shortly before the scheduled hearing, the parties were able to reach a resolution on liability. As a result, the Summary Judgment Application did not go forward.

LIABILITY SETTLEMENT

22. On July 26, 2023, I, on my own behalf and as Representative Plaintiff of the Class, entered into a Settlement Agreement with the Stampede Defendants on the issue of liability only. The liability settlement agreement provided that the Stampede Defendants accepted responsibility for all liability in respect of Certified Common Issues 1(a)-(d); 3(a)-(j); 5(a)-(c), 6(a)-(c); 7(a)-(b) and 8. The Class and myself, as the Representative Plaintiff, agreed that we would no longer seek punitive damages and Certified Common Issue 9 was withdrawn. The Stampede Defendants further agreed that they would pay 100% of all damages that were awarded, determined, agreed upon, or otherwise assessed in favour of the Class in respect of the Common Issues they admitted liability for. A copy of the liability settlement agreement is attached at **Exhibit "C"** to my Affidavit.

23. Notice of the liability settlement agreement was provided to the class, and there were no objections. The liability settlement agreement was approved by Justice Wooley on September 27, 2023.

EXPERT ASSISTANCE

24. During the course of this matter, Class Counsel has been assisted by numerous experts in various fields. Dr. Carter-Snell prepared an expert for the purposes of certification. Dr. Carter-Snell was an Assistant Professor of Nursing at Mount Royal University. She has extensive experience working with sexual assault survivors and studying the impact of sexual assault on the mental health of its victims.

25. With respect to the two Judicial Dispute Resolutions, discussed below, Dr. Miller, Shawn Hemens and Derek Nordin provided psychological, economic and vocational expert evidence. Both Dr. Miller and Mr. Nordin met with a variety of different Class Members who had different experiences with Heerema to provide a wide range of assessments.

26. In addition, Class Counsel retained James Fayette who provided an opinion on the standard of care expected in performing art institutions such as the Young Canadians.

JUDICIAL DISPUTE RESOLUTIONS

27. As Representative Plaintiff, I, along with Class Counsel, attended two Judicial Dispute Resolutions in this matter. The first took place on May 11 and 12, 2022 before the Honourable

Justice R.E. Nation. The second took place on December 14 and 15, 2023, before the Honourable Justice N. Dilts

28. The Judicial Dispute Resolution before Justice Dilts took place after the liability Settlement Agreement had been approved by the Court.

29. While a resolution was not achieved at either of these Judicial Dispute Resolutions, the guidance provided by Justices Nation and Dilts helped the parties focus the issues remaining in dispute and identify various zones for potential resolution. Following the second Judicial Dispute Resolution the parties were able to reach this settlement.

NOTING IN DEFAULT OF HEEREMA

30. I am advised by Class Counsel, and do believe, that Heerema never issued a Statement of Defence despite being served with the Statement of Claim and subsequent pleadings in this action. I am further advised by Class Counsel that Heerema was noted in default on July 24, 2020, and an Amended Notice of Default was filed on August 11, 2020. Attached at **Exhibit "D" and "E"** are copies of those pleadings.

SETTLEMENT APPROVAL

31. I am advised by Class Counsel, and do believe, that the Settlement Agreement, which is subject to this Court's approval, resolves the claims of all Class Members as against the Stampede Defendants.

32. I understand that the following factors weighed heavily in the negotiation of a settlement in this matter:

- a. The risk of continued, prolonged, and costly litigation;
- b. The re-traumatization and resulting harm to Class Members arising from individual damages trials for each Class Member;
- c. The risk that individual Class Members would be reluctant to participate in individual damages trials due to the adversarial cross-examination process and the personal nature of the issues in this Action;
- d. The range of potential damages available to the Class Members following individual trials;
- e. The recommendations of Class Counsel, who I understand to be experienced in litigating and resolving complex class actions.

33. Part of my decision to instruct Class Counsel to accept the settlement related to the risks and harm to the Class Members in moving forward with individual damages trials, which would have been the next stage of the litigation, which I discussed with Class Counsel.

34. This litigation has been prolonged and has often involved a number of Class Members swearing affidavits, meeting with Experts and being cross-examined by counsel for the Stampede Defendants. This has taken a significant toll on the mental and physical health of those who have been subject to those experiences. I have significant concerns about what would happen if this Action was required to continue to individual damages trials which would necessarily involve a very invasive process.

35. The delays and expense of continued litigation were also a serious concern to me and Class Counsel.

36. It is likely that individual damages trials for each Class Member would have taken years to complete. During that time, Class Members would have to continue to be involved in the litigation process, without any meaningful opportunity to put this experience behind us and start the process of healing.

37. I am advised by Class Counsel, and do believe, that absent settlement, further document disclosure would have been required by each Class Member proceeding to an individual damages trial. In addition, each Class Member would have to meet with psychological and vocational experts in preparation for trial.

38. Class Counsel has also advised me, and I do believe, that given the number of Class Members and the need for individual trials for each of them to determine their individual entitlement to damages, it would likely be many years before the trials would conclude and with the possibility of appeals, that timeline could be extended even longer, resulting in further delays and expenses. While I am advised by Class Counsel, and do believe, that it would be difficult to estimate the length and expense of pursuing this matter through to completion, it would potentially take many years and significant fees and disbursements, to see individual damages trials through to conclusion.

39. As noted above, many of the Class Members have suffered serious psychological harm as a result of the interactions with Heerema, and an extended timeline will deprive many Class Members of the funds they need now to access mental health care.

40. The proposed Settlement Agreement also provides for nominal payments to those Class Members who were Senior Students during the Class Period but were not directly harmed by Heerema. The purpose of these funds is to recognize the loss of experience and the risk that those individuals faced given Heerema's predatory conduct. I am advised by Class Counsel, and do believe, that it is unlikely those Class Members would receive any compensation absent settlement.

41. Given all of the above circumstances, and having reviewed the Settlement Agreement, I believe it to be fair, reasonable, and in the best interests of the Class. Accordingly, I have instructed Class Counsel to seek approval of the Settlement Agreement and to request that the Settlement Agreement be approved by this Honourable Court, and I have no hesitation in doing so.

PROPOSED DISTRIBUTION PROTOCOL

42. I have reviewed the proposed Distribution Protocol with Class Counsel.
43. While I am not entirely familiar with the mechanics of distributing settlement monies in a class action claims process, I have taken time and care to inform myself of the mechanics.
44. Based on my review of the proposed Distribution Protocol and my conversations with Class Counsel, I do believe that the Distribution Protocol will allocate payments between Class Members based on the degree of harm they have suffered and the impact that the harm had on them.
45. The Distribution Protocol contemplates a single one-time payment of \$500 for those Class Members who were in the Senior Male Singer and Dancers and who did not experience direct harm. This is described as the Student Compromised Experience Claim in the Distribution Protocol. If Class Members are able to establish that they were a senior student, they will be eligible for these funds. The purpose of these funds is to provide symbolic compensation for the tarnished experience and the risk of harm that the Senior Male Students faced during the Class Period, as Heerema targeted Senior Male Students, as opposed to the young children who were junior and apprentice students.
46. Similarly, if Class Members were Senior Male Students and who did not experience direct harm by Heerema but observed Heerema with other Class Members or were aware of Heerema's predatory behaviour or who were aware of close friends who were victimized by Heerema and have since suffered mental health impacts as a result, they are eligible for a one-time payment of \$1,500. This is described as the Student Compromised Experience Enhanced Impact Claim in the Distribution Protocol.
47. I understand that the balance of the settlement funds will be distributed among the Class Members who experienced direct harm. I understand that a point system has been created to allocate points amongst individuals who were directly harmed by Heerema (the **Point System**). That Points System provides:
- (a) If the Eligible Class Member experienced penetrative sexual activities by Heerema, including some or all of the following: oral sex, digital penetration, and anal sex: 10 points.
 - (2) If the Eligible Class Member experienced sexual stimulation by or with Heerema, including some or all of the following: masturbation in Heerema's presence (whether in person or over video or telephone) and mutual masturbation with Heerema: 8 points.
 - (3) If the Eligible Class Member experienced physical interactions with a sexual purpose with Heerema, including some or all of the following: touching with a

sexual purpose or intention, participation in nude or partially nude activities with physical contact, fondling, genital contact, groping, and sexual massages: 6 points.

- (4) If the Eligible Class Member received from Heerema or was solicited by Heerema and did provide sexualized photography, pornography, or nude photographs: 3 points.
- (5) If the Eligible Class Member experienced sexualized interactions with Heerema but without direct physical contact, including some or all of: witness to sexualized activities, witness to sexualized comments, witness to sexualized language, inappropriate personal questions, focused and unwanted attention, voyeurism, sexual advances, invitation to sexual touching: 1 point.

48. The points allocated to a Class Member will be based on information provided by the Class Members and evaluated by professional Claims Evaluators.

49. The points allocated to any given Class Member may also be increased depending on the impact that their experiences had on them. The Claims Evaluators will have the ability to increase the points provided for by the Point System by 1 to 3 points.

50. At the end of the Claims Period, the Student Compromised Experience Claims and the Student Compromised Experience Enhanced Impact Claims will be calculated, and that amount will be deducted from the Settlement Funds. The balance of the funds will then be divided by the total number of points allocated by the Claims Evaluator's under the Points System. Each Point will then be worth a certain amount and the Class Members will get notified of payment in the amount of their total points multiplied by that amount.

51. Following the hearing to approve notice to the Class of the Settlement Approval Hearing, I am advised by Class Counsel, and do believe, that a Class Member who would likely fall under the most severely impacted category contacted Class Counsel and suggested that given the very significant harm sustained by that group, they may require access to funds as soon as possible to begin therapy to address the trauma they sustained. I understand from Class Counsel that, in response to this request, they are seeking a slight revision to the Distribution Protocol and that they are proposing that, upon a Class Member being placed into the most severely impacted category, they should be eligible to receive an immediate \$10,000 payment which will be deducted from the overall amount to which they will ultimately be entitled. This will allow those Class Members to seek treatment as soon as possible. I support this revision to the Distribution Protocol. I understand that the Stampede Defendants have accepted this revision, to be incorporated into the approval Order, without requiring the parties to formally amend the Settlement Agreement.

52. I am advised by Class Counsel, and do believe, that the purpose of this Distribution Protocol is to focus compensation on those Class Members who suffered harm, both physical and mental, as a result of Heerema's conduct and the Stampede Defendants' failures to protect

Class Members. I believe that the Distribution Protocol will achieve that goal and I support the Distribution Protocol.

53. I am advised by Class Counsel, and do believe, that they have worked with the Claims Administrator to prepare a Claims Form which reflects the Distribution Protocol. This Claims Form will be available on the website set up by the Claims Administrator dedicated to this Class Action and also on Class Counsel's website. It will also be delivered via email to all Class Members who have provided their contact information to Class Counsel. The Claims Form seeks the necessary information that the Claims Administrator will require in order to evaluate each Class Members' claim for compensation pursuant to this Settlement Agreement. The proposed Claims Form is attached at **Exhibit "F"** to my Affidavit.

54. I am advised by Class Counsel and do believe, that counsel for the Stampede Defendants have advised that they have receipt of the Settlement Funds. However, they encountered some difficult in placing those funds in an interesting bearing account as required by the Settlement Agreement. Accordingly, the parties agreed, that in lieu of placing the Settlement Funds in an interesting bearing account, the Stampede Defendants would pay an additional \$7,500 as part of the Settlement Funds representing the amounts that would have been earned by way of interest. I am advised by Class Counsel that the typical interest-bearing accounts currently accrue interest at a rate of approximately 0.45% for amounts over \$500,000. Accordingly, the agreed upon \$7,500 represents a close estimate of the amount of interest that the Settlement Funds would accrue during the time the funds are intended to be held in trust. I am advised by Class Counsel that the parties have agreed to this revision to be incorporated in the Order for Settlement Approval, rather by way of formal amendment to the Settlement Agreement.

NOTICE TO THE CLASS MEMBERS

55. I am advised by Class Counsel, and do believe, that Class Counsel set up webpages for potential Class Members in this Action to view the progress of this Action: <https://jssbarristers.ca/class-actions/philip-heerema-and-calgary-stampede-foundation/>. I am advised by Class Counsel, and do believe, that updates relating to this Action are periodically posted to the webpage, including recent postings about the liability settlement, this settlement, and notices to the class.

56. I am advised by Class Counsel that they have a distribution list with approximately 220 email addresses of Class Members and have provided routine updates to the Class Members including in respect of the Settlement Approval Hearing and the ability to object.

57. In addition, in the course of this Action, there have been six notice campaigns, where notice of this Action has been publicly distributed through a number of different forms including press releases, posting in newspapers, and social media (both the Stampede Defendants' social media and Class Counsel's social media), in accordance with the Court's directions. The Notice Campaigns took place:

- (a) July 2019: following Certification of the Class Action;
- (b) August 2019: when the Class period was expanded to commence in August of 1990;
- (c) October 2022: when the Class period was further expanded to commence in August of 1987 and to include individuals who identified as male at the time;
- (d) August 2023: notice of the liability settlement agreement approval hearing;
- (e) October 2023: providing notice of the approval of the liability settlement agreement; and
- (f) May 2024: notice of the Settlement Agreement approval hearing.

58. I am advised by Class Counsel, that over the years, they have had numerous calls, emails and meetings with Class Members and throughout the history of this Action have diligently responded to Class Members' inquiries to the best of their ability.

59. I am advised by Class Counsel, that should the Settlement Agreement be approved, notice shall be issued in accordance with the Plan of Notice contained at Schedule C of the Settlement Agreement.

60. I am further advised by Class Counsel that they have been working with the Claims Administrator to finalize the form of Short and Long Form Notices to the Class Members. The revised Short and Long Form Notices to the Class Members are attached at **Exhibits "G" and "H"**. These Notices will be emailed or mailed to all Class Members who have provided their contact information to Class Counsel, they will also be posted on Class Counsel's website and the new website devoted to this Action: info@youngcanadianssettlement.ca.

CURRENT TOTAL KNOWN CLASS MEMBERS

61. I am advised by Class Counsel and do believe that as of June 13, 2024 they have been contacted by 110 individuals. Many of these individuals are not eligible for compensation pursuant to the Settlement Agreement. For example, they were Junior or Apprentice Students who were not at risk nor were they victims, or were employees and contractors who were similarly not victims of Mr. Heerema nor at risk. Based on the reports provided by those Class Members, if they have provided an explanation as to what they experienced, I am advised that Class Counsel's best estimate in light of the Point System Categories, is as follows:

- (6) 8 in Group 1: the Eligible Class Member experienced penetrative sexual activities by Heerema, including some or all of the following: oral sex, digital penetration, and anal sex: 10 points.

- (7) 5 in Group 2: the Eligible Class Member experienced sexual stimulation by or with Heerema, including some or all of the following: masturbation in Heerema's presence (whether in person or over video or telephone) and mutual masturbation with Heerema: 8 points.
- (8) 10 in Group 3: the Eligible Class Member experienced physical interactions with a sexual purpose with Heerema, including some or all of the following: touching with a sexual purpose or intention, participation in nude or partially nude activities with physical contact, fondling, genital contact, groping, and sexual massages: 6 points.
- (9) 2 in Group 4: If the Eligible Class Member received from Heerema, or was solicited by Heerema and did provide sexualized photography, pornography, or nude photographs: 3 points.
- (10) 14 in Group 5: If the Eligible Class Member experienced sexualized interactions with Heerema but without direct physical contact, including some or all of: witness to sexualized activities, witness to sexualized comments, witness to sexualized language, inappropriate personal questions, focused and unwanted attention, voyeurism, sexual advances, invitation to sexual touching: 1 point.

62. This does not include those Class Members who may make a Student Compromised Experience Claim or a Student Compromised Experience Enhanced Impact Claim. The current estimate is that there are 195 individuals as between the two categories (however, this figure includes the numbers above so only 156 if those individuals are removed). I am advised by Class Counsel that this is based on Class Members reaching out to Class Counsel and the list of students provided by the Stampede Defendants.

OBJECTIONS AND COMMENTS

63. The Notice Settlement Approval Hearing provided to the Class in accordance with the Notice of Settlement Approval Hearing Order advised the Class of their right to appear at the Settlement Approval Hearing, or make comments or objections regarding approval of the Settlement Agreement.

64. I am advised by my counsel that the deadline for all objections was June 14, 2024 at 11:59. I am further advised by my counsel, and believe that, as of the date of signing this affidavit, Class Counsel have received one objection from a Class Members with respect to approval of the Settlement Agreement.

65. I am further advised by Class Counsel that they will be providing the objection to the Court in advance of the Settlement Approval Hearing, but that since it contains identifying information of the Class Member in question, it will not be attached as an exhibit to my Affidavit.

CLASS COUNSEL FEES

66. I am advised by Class Counsel, and do believe, that Class Counsel are requesting Class Counsel Fees in the amount of CAD \$2,736,832.92 plus disbursements and applicable taxes as outlined further below.

67. I understand that Class Counsel undertook this Action on a contingency fee basis, including bearing the costs of disbursements and the risk of an adverse costs award, and they did so without obtaining third party funding or third party indemnities.

68. I am advised by Class Counsel, and do believe, that they were cognizant of the following specific litigation risks, when they undertook this Action:

- (a) That the Action may not be certified as a class proceeding, or that the claim may be significantly narrowed at or after certification;
- (b) That there may only be a few Class Members;
- (c) That the Plaintiff might not be able to establish liability against the Stampede Defendants at all, due to potential defences available to the Stampede Defendants;
- (d) That certification might be restricted to common liability issues, if any, leaving individual defences and damages issues to be determined in a series of individual trials;
- (e) Significant expert evidence would be needed to establish the claims advanced by the Plaintiff;
- (f) That the amount of damages may be assessed at a low number, or potentially, even nil as against the Stampede Defendants; and
- (g) That the Stampede Defendants may appeal interlocutory and final decisions in this matter, resulting in significant time, expense and delay.

69. In undertaking this Action on a contingency fee basis, Class Counsel assumed the risk of the time and expense that would be required to litigate this matter to conclusion, including a certification application, and numerous other procedural applications, meeting with Class Members, document disclosure and document review, preparing for and carrying out cross-examinations and questioning, procuring various expert opinions, preparing for a summary judgement application, and a trial on common issues and potential individual trials for each of the Class Members.

70. I am advised by Class Counsel, and do believe, that they are experienced in litigating and resolving complex class action litigation. Further, that they are involved in numerous class actions and have prosecuted to completion a number of complex class actions or representative actions on behalf of plaintiffs.

71. As noted above, I am advised by Class Counsel, and do believe, that they did not engage any third-party funder for financial assistance in advancing the Action. Instead, Class Counsel funded, out of their own resources, in excess of \$184,723.610 in disbursements (inclusive of tax) over the course of the litigation of this Action. A large portion of these disbursements relate to the opinions prepared by the experts in connection with the Judicial Dispute Resolutions and Summary Judgment Application.

72. The Contingency Fee Agreement, referenced below, contains a provision whereby Class Counsel agreed to indemnify me for any disbursements or any adverse costs award that could have been awarded in this Action.

73. I am advised by Class Counsel, and do believe, that by funding the litigation themselves and indemnifying the Class, Class Counsel saved the Class any potential commission or fee that might have been negotiated with a third-party litigation funder.

CONTINGENCY FEE AGREEMENT

74. I am advised by Class Counsel, and do believe, that on January 24, 2018, Class Counsel appeared before Associate Chief Justice J. D. Rooke and obtained preliminary approval of the form of contingency fee agreement between the Plaintiff and Class Counsel (the Contingency Fee Agreement). The Contingency Fee Agreement, my supporting affidavit and the Contingency Fee Agreement Order were all then sealed.

75. Pursuant to the Contingency Fee Agreement, Class Counsel is entitled to seek recovery of legal fees based on 33% of the amount recovered, plus reimbursement of disbursements and any provincial and federal taxes Class Counsel are required by law to charge on their fees.

76. I am advised by Class Counsel, and do believe, that this is a typical fee arrangement in this type of case and is in line with other fee requests that have been granted in other cases.

CLASS COUNSEL FEE REQUEST

77. I am advised by Class Counsel, and do believe, that since the commencement of the within proceeding up to and including June 17, 2024, Class Counsel has docketed CAD \$3,080,054.50 in fees calculated by reference to their regular hourly rates. I am advised by Class Counsel, and do believe, that the hourly rates and hours expended since the commencement of this Action up to and including June 17, 2024, by primary lawyers and paralegals involved in this Action are as follows:

Lawyer / Paralegal	Hours Worked on File	Average Hourly Rate	Total Fees by Timekeeper
Carsten Jensen, KC, FCI Arb (called to the Alberta Bar in 1991)	165.90	883.74	146,930.50

Lawyer / Paralegal	Hours Worked on File	Average Hourly Rate	Total Fees by Timekeeper
Gavin Price (called to the Alberta Bar in 2002)	1,178.40	719.87	849,318.50
Kajal Ervin (called to the Alberta Bar in 2008)	1,494.0	614.22	920,671.50
Cassandra Sutter (called to the Alberta Bar in 2014)	1,312.90	530.14	699,843.50
William Katz (called to the Alberta Bar in 2017)	914.40	400.65	366,356.50
Angad Bedi (called to the Alberta Bar in 2020)	19.50	250.00	4,875.00
Andrea MacLean (called to the Alberta Bar in 2018)	80.60	323.44	26,069.00
Charlotte Stokes (called to the Alberta Bar in 2016)	0.40	340.00	136.00
Giovanni Perri (Articling Student)	15.40	290.00	4,851.00
Joseph Heap (called to the Alberta Bar in 2021)	8.30	340.00	2,822.00
Kaila Eadie (called to the Alberta Bar in 2017)	0.30	290.00	87.00
Maureen McCartney-Cameron (called to the Alberta Bar in 2005)	10.90	560.69	6,111.50
Oliver Ho (called to the Alberta Bar in 2003)	9.0	587.39	5,286.50
Robert Hawkes (called to the Alberta Bar in 1994)	3.10	910.65	2,823.00
Sarah Miller (called to the Alberta Bar in 2019)	0.80	515.00	412.00
Geoff Boddy (called to the Alberta Bar in 2010)	0.20	480.00	96.00
Johanna FitzPatrick (called to the Alberta Bar in 2013)	68.40	291.17	19,916.50
Matthew Bobawsky (called to the Alberta Bar in 2018)	2.10	172.38	362.00

Lawyer / Paralegal	Hours Worked on File	Average Hourly Rate	Total Fees by Timekeeper
Christine Desbians (Paralegal)	88.60	233.04	20,647.50
Alyssa Okabe (Paralegal)	0.20	265.00	53.00
Korrie Girvan (Paralegal)	3.00	210.00	630.00
Kaila Qureshi (Paralegal)	8.50	200.71	1,706.00
Pam Nadon (Litigation Support)	0.40	125.00	50.00

78. I am advised by Class Counsel, and do believe that, in addition to the various pleadings, and applications and all of the steps set out above, Class Counsel attended Heerema's criminal proceedings, and have met with numerous Class Members, in some cases multiple times, either in person, over video or over telephone. They have also provided regular updates to the Class Members.

79. Despite being entitled to the amounts set out in the Contingency Fee Agreement, in an effort to maximize the amount of money to the Class Members, Class Counsel has decided to reduce their percentage of recovery from 33% to 30%. Accordingly, the requested legal fees by Class Counsel in the amount of \$2,736,832.92 prior to GST represents less than the amounts they are contractually entitled too, and less than what they have incurred to date by way of docketed time.

DISBURSEMENTS INCURRED TO DATE

80. The following chart sets out the approximate disbursements and other charges (excluding expert reports, which are addressed in more detail below) that have been financed by Class Counsel in pursuing this Action, up to June 9, 2024:

Disbursement / Other Charge Type	Amount	GST
Court Document e-Filing	134.00	
Court Document Filing by Email	67.00	
Conduct Money	369.60	
Filing Fee	250.00	
Statement of Benefits Paid	75.00	
Filing Fee	250.00	

Disbursement / Other Charge Type	Amount	GST
Copy of Records	100.00	5.00
Courier	530.08	26.50
Court Reporters	591.25	29.56
Court Runner	124.00	6.20
Laser Prints	6,024.50	301.23
Colour Printing	496.50	24.83
Postmedia Network Inc. - Calgary Herald Legal Tender Notices - Notice of Settlement Approval	312.05	15.60
Postmedia Network Inc. - Calgary Sun Legal Tender Notices - Notice of Settlement Approval	901.99	45.10
Postmedia Network Inc. - Calgary Herald Notice of Settlement Approval Hearing on May 24, 2024	266.57	13.33
Postmedia Network Inc. - Calgary Sun Notice of Settlement Approval Hearing on May 24, 2024	266.57	13.33
CNW Group Ltd. - Newswire Service Notice of Settlement Approval Hearing	1,040.00	41.60
Postmedia Network Inc. - National Post Notice of Settlement Approval Hearing on May 24, 2024	636.00	31.80
The Globe and Mail - Legal Notice - Notice of Settlement Approval Hearing	2,918.22	145.91
Postmedia Network Inc. - Calgary Herald Legal Tender Notice	1,600.00	80.00
Postmedia Network Inc. - Calgary Sun Legal Tender Notice	1,600.00	80.00
Facebook, Instagram - Notices of Class Action Lawsuit	1,200.00	60.00
National Post - Legal and Tender Notices	2,964.60	148.23

Disbursement / Other Charge Type	Amount	GST
Globe and Mail - Notice of Certification	10,642.92	532.15
Postmedia Network Inc. - Calgary Herald Legal Tender Notices - Notice of Settlement Approval Hearing (Condensed)	336.57	16.83
Postmedia Network Inc. - Calgary Sun Legal Tender Notices - Notice of Settlement Approval Hearing (Condensed)	937.11	46.86
Postmedia Network Inc. - National Post Legal Tender Notices - Notice of Settlement Approval Hearing (Condensed)	795.00	39.75
Globe and Mail - Notice of Settlement Approval Hearing (Condensed)	5,435.90	271.80
Postmedia Network Inc. - National Post Legal Tender Notices - Notice of Settlement Approval Hearing (Condensed)	795.00	39.75
Online Research	2,860.78	143.04
Photocopy/Printing	2,094.55	104.73
Parking	3.81	0.19
Process Servers	84.00	4.20
Postage	25.13	1.26
Search/Registration	55.00	2.75
Stationery	94.00	4.70
Conference Call	53.48	2.67
Transcript Copies	1,754.71	87.74
Total	48,685.89	2,366.64

81. As noted above, Class Counsel procured expert reports in this matter. I am advised by Class Counsel, and do believe, that the reports were instrumental in having this Action certified and ultimately in achieving a resolution. The fees paid for the various reports were as follows:

Expert	Total Amount Paid	GST
Expert Report - Hemens Sellars Consulting Ltd. - 3 Income Loss Reports	13,938.75	696.94
Expert Report - The Calgary Therapy Institute - (LC, RS, SC)	12,540.00	627.00
Expert Report - Snell Consulting Inc.	2,800.00	140.00
Expert Witness - Don Wright	1,200.00	60.00
Expert Report - Don Wright	480.00	24.00
Expert Report - The Vocational Consulting Group (MJ)	2,307.50	115.38
Expert Report - The Vocational Consulting Group (ST)	2,011.50	100.58
Expert Report - The Vocational Consulting Group (KS)	2,155.25	107.76
Expert Report - The Vocational Consulting Group (BN)	2,214.25	110.71
Expert Report - The Vocational Consulting Group (NB)	2,087.75	104.39
Expert Report - Dr. Patricia A. Miller	22,200.00	1,110.00
Expert Report - Hemens Lawritsen Valuation Group Ltd.	20,107.50	1,005.38
Expert Report - The Vocational Consulting Group	2,832.50	141.63
Expert Witness - James Fayette	11,540.32	577.02
Expert Witness Services - James Fayette	6,506.92	325.35
Expert Report - The Vocational Consulting Group (RS)	2,123.50	106.18
Expert Report - The Vocational Consulting Group (SS)	2,234.25	111.71

Expert	Total Amount Paid	GST
Expert Report - The Vocational Consulting Group (Rebuttal Report)	836.25	41.81
Expert Report - The Vocational Consulting Group (LC)	2,189.50	109.48
Impact Based Assessment Guidance - Cara Fall	15,000.00	750.00
Total	127,305.75	6,365.32

ANTICIPATED DISBURSEMENTS

82. I am advised by Class Counsel and do believe that there will be approximately \$200,000 in disbursements that will need to be paid to the Claims Administrator for the distribution of the Settlement Fund and to provide Notice to the Class of Settlement Approval.

83. Class Counsel's fee request is calculated on the following basis: \$9,507,500 less \$384,723.60 (disbursements and GST on disbursements incurred and anticipated), multiplied by 30%, equals \$2,736,832.92.

84. Class Counsel's total fees and disbursements requests can be summarized as follows:

Class Counsel's Legal Fees	\$2,736,832.92
GST on Class Counsel's Fees	\$136,841.65
Disbursements incurred to date	\$175,991.64
GST on Disbursements	\$8,731.96
Anticipated Disbursements for Claims Administration and Notice to the Class of Settlement Approval	\$200,000
Total	\$3,258,398.17

HONORARIA

85. I am advised by Class Counsel that the Settlement Agreement provides for Honoraria for 9 individuals including myself. The steps that I have participated in are set out above. I have been actively involved in every stage of this litigation since 2017. Class Counsel have consulted with me on every substantive step, and I have provided instructions as required throughout. I have attended many meetings, responded to countless emails, reviewed many documents and records, participated in expert assessments and attended two JDRs.

86. In addition to my involvement, a number of other Class Members provided valuable assistance in prosecuting this claim.

87. Each of them met with various health care professionals and vocational experts who provided expert reports in the context of various applications which were necessary in this Action. In addition to meeting with these experts, both R.S. and M.J.1 were the subject of cross-examination on their affidavits filed in support of various motions. The contribution by these individuals was an important component in obtaining the settlement.

WORK TO BE COMPLETED

88. In addition to the time expended thus far by Class Counsel, a great deal of work remains to be done by Class Counsel, including:

- a. Preparing for and attending the Approval application;
- b. Responding to inquiries from Class Members about the Settlement Agreement, the claims process, the Claims Form, the Distribution Protocol, and any and all other inquiries received from Class Members;
- c. Facilitating the implementation of the Plan of Notice including dissemination of the Short and Long Form Notices;
- d. Working with the Claims Administrator to prepare the website dedicated to the claims distribution process, and issuing notice to the class;
- e. Liaising with the Claims Administrator to ensure the fair and efficient evaluation, administration and distribution of the Net Settlement Amount, including assisting the Claims Administrator with the evaluation of claims should they require it; and
- f. Overseeing payment of the Claims Administrator Fees.

89. I am advised by Class Counsel, and do believe, that based on their experience they estimate an additional \$300,000 in time and disbursements, or more, will be incurred by them to complete this matter, which will not form part of a separate fee request by them.

CLASS COUNSEL FEES, DISBURSEMENTS AND HONORARIA

90. I fully support Class Counsel’s request to seek the following in fees and disbursements in this Action:

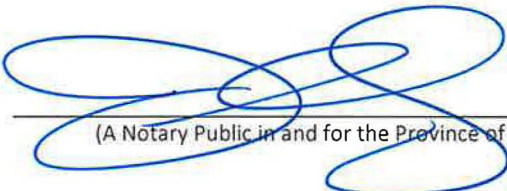
- a. Disbursements and GST incurred to date: \$184,723.60.
- b. Anticipated Disbursements including Notice of Settlement Approval and Claims Administrator Fees: \$200,000.
- c. Reduced Legal Fees claimed: \$2,736,832.92.
- d. GST on Legal Fees: \$136,841.65.
- e. Honoraria: \$36,000.

CONCLUSION

91. I appreciate that this Action raises complex factual and legal issues and more importantly issues that are traumatic. Proceeding to individual damages trials for myself, and presumably, the vast majority of my fellow Class Members, would not have been feasible nor would it have been in our best interests given the mental toll it would have taken on us. Absent the class action process, I would not have pursued any remedy against the Defendants.


92. In view of the Settlement Funds obtained as settlement consideration for the Class, the complexity of the case, the risks of this litigation and the due diligence of Class Counsel, it is my belief and opinion that this Settlement Agreement is in the best interests of all of the Class Members. :

SWORN BEFORE ME on the 18 day of June 2024, at)
the City of London, Ontario)



(A Notary Public in and for the Province of Ontario))
Jill S. McCartney LSO #506325)





N.B.

This is **Exhibit "A"** referred to in the Affidavit of N.B., sworn before me on June 18, 2024.

A Notary Public in and for the Province of Ontario

Jill S. McCartney
LSO#506325



SETTLEMENT AGREEMENT

Dated the 26th day of April, 2024

Between:

N.B. in his personal capacity and in his capacity as the Representative Plaintiff on behalf of the certified **Class**

-and-

Calgary Exhibition and Stampede Limited and Calgary Stampede Foundation (Stampede Defendants)

(collectively, the "**Parties**")

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Schedule E – Notices of Settlement Approval

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Schedule G - Apology

SETTLEMENT AGREEMENT

SECTION 1 - RECITALS

- I. WHEREAS the Plaintiff commenced the Action, which alleges that Class Members were sexually exploited, sexually lured, and / or sexually assaulted by Philip Heerema, or at risk, and also alleges that the Stampede Defendants are directly and vicariously liable for Philip Heerema's actions;
- II. AND WHEREAS the Action was certified as a class proceeding on June 24, 2019, and the Liability Settlement Agreement was entered into by the with the consideration and good faith of the Parties on July 26, 2023 and received Court approval on September 25, 2023;
- III. AND WHEREAS the Stampede Defendants assert that they would have actively pursued all defences available to them in the context of individual damages trials for each Class Member and, if necessary, on appeals, if the Plaintiff continued the Action against them;
- V. AND WHEREAS the Parties have negotiated and entered into this Settlement Agreement to avoid the further expense, inconvenience, burden, and delay, and to avoid further trauma to the Class Members, and to achieve a final resolution of all the claims that have been asserted, or which could have been asserted, against the Releasees by the Plaintiffs on their own behalf and on behalf of the Class, and generally to avoid the risks inherent in uncertain, complex, and protracted litigation;
- VI. AND WHEREAS the Parties and their lawyers participated in a Judicial Dispute Resolution on May 11 and 12, 2022 and on December 14 and 15, 2023;
- VII. AND WHEREAS counsel for the Defendants and Class Counsel have engaged in extensive arm's length settlement discussions and negotiations in respect of this Settlement Agreement;
- VIII. AND WHEREAS as a result of the negotiations and Judicial Dispute Resolutions, the Parties have entered into this Settlement Agreement which, along with the Liability Settlement Agreement, embodies all of the terms and conditions of the settlement between the Parties, both individually and on behalf of the Class, subject to approval of the Court;
- IX. AND WHEREAS the Plaintiff has, through Class Counsel, negotiated for and agreed to accept this settlement because he has concluded, based on the advice of Class Counsel, that the Settlement Fund to be paid by the Stampede Defendants under this Settlement Agreement is fair and reasonable, and that a full and final resolution of the Action is in the best interests of the Class;

- X. AND WHEREAS the Plaintiff has reviewed the Settlement Agreement with Class Counsel, and fully understands the terms of this Settlement Agreement and, based on an analysis of the applicable facts and law, and having regard to the benefits of the Settlement Agreement, as well as the burden and expense of prosecuting individual damages trials, including the risks and uncertainties associated with trials and appeals, and the trauma that Class Members may experience in proving their loss in a court setting, the Plaintiff and Class Counsel have concluded that this Settlement Agreement is fair, reasonable, and in the best interests of the Plaintiff and the Class;
- XI. AND WHEREAS the Stampede Defendants are entering into this Settlement Agreement in order to achieve, to the fullest extent possible, a final resolution of all claims which have been asserted, or which could have been asserted against the Stampede Defendants by the Plaintiff and all Class Members, and to avoid further expense and risk associated with further litigation;
- XII. AND WHEREAS the Parties therefore wish to, and hereby do, fully and finally resolve the Action, and the claims of all Class Members, subject to the approval of the Court;
- XIII. AND WHEREAS for the purposes of settlement only and contingent on orders by the Court as provided for in this Settlement Agreement, the Plaintiff has consented to a dismissal of the Action against the Stampede Defendants;

NOW THEREFORE, in consideration of the covenants, agreements and releases set forth herein and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, it is agreed by the Parties that the Action shall be dismissed, on the following terms and conditions, subject to the approval of the Court:

SECTION 2 - DEFINITIONS

2.1 Defined Terms

- (A) In this Settlement Agreement, including the Recitals and Schedules hereto:
- (1) **Account** means an interest bearing trust account under the control of the Claims Administrator at a Schedule 1 chartered Canadian bank. All interest accrued in the Account will be added to, and become part of the Settlement Fund.
 - (2) **Action** means the class action commenced by N.B. on April 5, 2017, in the Court of King's Bench of Alberta, Court File number 1701-04755, as amended.

- (3) **Administration Expenses** means all fees, disbursements, expenses, costs, taxes, and any other amounts incurred or payable by the Plaintiff, Class Counsel, or otherwise for the approval, implementation and operation of this Settlement Agreement, and the fees and expenses of the Claims Administrator, but excluding Class Counsel Fees.
- (4) **Approval Hearing** means the hearing of the motion for the approval of this Settlement Agreement.
- (5) **Claimant** means anyone who submits a claim in this process in accordance with **Schedule "F"**.
- (6) **Claims Administrator** means the entity appointed by the Court to administer the settlement and disseminate the notices pursuant to the terms of this Settlement Agreement, which shall be Epiq Class Action Services Canada, Inc. (**Epiq**), or such other claims administrator approved by the Court;
- (7) **Claims Deadline** means the date that is 6 months from the date on which the notice of settlement approval is first disseminated, or such other date as may be set by the Court.
- (8) **Claims Period** means the 6 month period, or such other period as may be set by the Court, from the date that the notice of settlement approval is first disseminated until the Claims Deadline, during which Class Members may make a claim for payment from the Settlement Fund.
- (9) **Class Counsel Fees** means the fees, disbursements, GST, and other applicable taxes or charges of Class Counsel, as approved by the Court.
- (10) **Class Counsel** means Jensen Shawa Solomon Duguid Hawkes LLP.
- (11) **Class** or **Class Members** means all individuals who are male or identified as male, and were students, employees, contractors, or volunteers of the Young Canadians during the Class Period.
- (12) **Class Member Information** means information provided by Class Members to Class Counsel during the course of this action, which may include completed questionnaires, financial information, and health information.
- (13) **Class Period** means August 1, 1987 through to and including January 31, 2014.

- (14) **Court** means the Alberta Court of King's Bench.
- (15) **Effective Date** means the date on which the Final Order takes effect.
- (16) **Eligible Class Member** means a Class Member or a Claimant who has submitted a claim on a timely basis and has been determined by the Claims Administrator to be eligible to receive compensation under this Settlement Agreement.
- (17) **Final Order** means the final order of the Court approving this Settlement Agreement, once the time to appeal such order has expired without any appeal being taken, if a right of appeal exists, or, if an appeal from the settlement approval order is taken, then upon a final disposition of all appeals.
- (18) **Heerema** means the Defendant, Philip Heerema, who is not a party to this Settlement Agreement and who is not a Releasee as defined below.
- (19) **Liability Settlement Agreement** means the settlement agreement between the Parties, dated July 26, 2023, and approved by the Court on September 25, 2023.
- (20) **Male** means anyone who is male or anyone who identifies as male.
- (21) **Net Settlement Fund** means the Settlement Fund, less: Court-approved Class Counsel Fees; all Administration Expenses; any honoraria payable to the Plaintiff or other Class Members, as approved by the Court.
- (22) **Notice of Approval Hearing** means the form of notice, agreed to by the Parties, or such other form as may be approved by the Court, which informs the Class of the date of the Settlement Approval Hearing, the principal elements of this Settlement Agreement, and the process by which Class Members may object to the Settlement or Class Counsel Fees.
- (23) **Notice of Settlement Approval** means the form of notice, agreed to by the Parties, or such other form as may be approved by the Court, which informs the Class of the approval of this Settlement Agreement, and how to make a claim.
- (24) **Objection** means a written objection of a Class Member to this Settlement Agreement.
- (25) **Objection Deadline** means June 14, 2024 or such other date as directed by the Court.
- (26) **Parties** means the Plaintiff, the Class, and the Stampede Defendants.

- (27) **Plaintiff** means N.B.
- (28) **Plan of Notice** means the process by which Notice, whenever required, shall be issued to the Class as set out in **Schedule “B”**, attached hereto, or as may be directed by the Court.
- (29) **Points Distribution Settlement Fund** means the Net Settlement Fund, less the amounts payable to the Student Compromised Experience Claimants and the Student Compromised Experience Enhanced Impact Claimants.
- (30) **Recitals** means the recitals to this Settlement Agreement.
- (31) **Released Claims** means any and all manner of claims, demands, actions, suits, and statutory liabilities, and causes of action which have been asserted or which could have been asserted in the Action, whether direct or indirect, class, individual, or otherwise in nature, whether personal or subrogated, damages whenever incurred, liabilities of any nature whatsoever, including interest, costs, expenses, penalties, and lawyers’ fees that the Releasers, or any of them, whether directly, indirectly, representatively, derivatively, or in any other capacity, ever had, now have, or hereafter can, shall, could, or may have against the Releasees, whether known or unknown, relating in any way to any conduct by the Releasees prior to the execution of this Settlement Agreement concerning alleged harm or damages to the Eligible Class Members and arising from the tarnished experience suffered by the Senior Student Class Members as a result of sexual assault, grooming and other sexual misconduct perpetrated by Heerema and the sexual assault, grooming, and other sexual misconduct perpetrated by Heerema on the Eligible Class Members.
- (32) **Releasees** means, jointly and severally, the Stampede Defendants and the Stampede Defendants’ present and former officers, directors, employees, insurers, agents, servants, contractors, suppliers, or representatives, and the successors, heirs, executors, administrators, trustees, and assigns of each of the foregoing, with the exception of Heerema. For the sake of clarity, nothing in this Settlement Agreement releases Heerema.
- (33) **Releasers** means, jointly and severally, individually and collectively, the Plaintiff and the Eligible Class Members, and their respective successors, heirs, executors, administrators, trustees, and assigns. For greater certainty, a Class Member who has previously opted out following certification is not a Releaser.

- (34) **Senior Student Class Members** are that subset of the Class Members who were senior Male students of the Young Canadians. For the sake of clarity, Senior Student Class Members does not include individuals who only attended the Young Canadians as junior or apprentice students of the Young Canadians
- (35) **Settlement Agreement** or Settlement means this agreement, including the Recitals and the Schedules.
- (36) **Settlement Fund** means the total of all amounts paid to the Class pursuant to this Settlement Agreement as set out in Section 5.1, plus any interest accrued thereon.
- (37) **Settlement Approval Hearing** means the Court hearing to determine if the Settlement Agreement is approved, and to fix the Class Counsel Fees.
- (38) **Stampede Defendants** means the Defendants, Calgary Exhibition and Stampede Limited and Calgary Stampede Foundation.
- (39) **Stampede Defendants Counsel** means Borden Ladner Gervais LLP.
- (40) **Student Compromised Experience Claimants** means Class Members who were senior Male students of the Young Canadians and who make a claim under that category as set out in **Schedule "F"**. For the sake of clarity, the Student Compromised Experience Claimant does not include individuals who only attended the Young Canadians as junior or apprentice students.
- (41) **Student Compromised Experience Enhanced Impact Claimants** means Class Members who were senior Male students of the Young Canadians and who make a claim under that category as set out in **Schedule "F"**. For the sake of clarity, the Student Compromised Experience Enhanced Impact Claimants does not include individuals who only attended the Young Canadians as junior or apprentice students.
- (42) **Supervisory Justice** means the Justice who presides over the Settlement Approval Hearing and maintains an ongoing supervisory role over the administration of the Settlement Agreement or such alternative justice as appointed by the Alberta Court of King's Chief Justice or Associate Chief Justice.
- (43) **Young Canadians** means the Young Canadians School of the Performing Arts.

SECTION 3 - CONDITION PRECEDENT: COURT APPROVAL

- (A) Subject to Section 8.3 below, this Settlement Agreement shall be null and void and of no force or effect unless it is approved by the Court.

SECTION 4 - COURT APPROVAL

4.1 Best Efforts

- (A) The Parties shall cooperate and use their best efforts to obtain approval by the Court and to effect this Settlement Agreement.

4.2 Motion Approving Notices of Approval Hearing

- (A) At a time mutually agreed to by the Parties after this Settlement Agreement is executed, the Plaintiff shall bring a motion before the Court for an order, substantially in the form attached hereto as **Schedule "A"**, approving the Notices of Approval Hearing in the forms attached at **Schedule "B"**.
- (B) The Notices of Approval Hearing shall be disseminated to the Class by the means outlined in the Notice Protocol set out in **Schedule "C"** or in such manner as may be ordered by the Court.

4.3 Motion for Settlement Approval

- (A) As soon as practicable after the Notices of Approval Hearing have been disseminated, the Plaintiff shall file a motion for an order approving this Settlement Agreement. The settlement approval order sought shall be substantially in the form attached at **Schedule "D"**.
- (B) The short and long-form Notices of Settlement Approval shall be substantially in the form attached at **Schedule "E"**, or as otherwise approved by the Court, and shall be disseminated to the Class in accordance with the Court-approved Notice Protocol attached at **Schedule "C"**.

SECTION 5 - SETTLEMENT BENEFITS

5.1 Payment of the Settlement Funds

- (A) By no later than thirty days after the execution of this Settlement Agreement, the Stampede Defendant's Insurers shall pay the \$9,500,000 CAD Settlement Fund to the Stampede Defendants Counsel. The Stampede Defendants Counsel shall hold the

Settlement Funds, in an interest-bearing trust account for the benefit of the Class. The Settlement Funds shall be held there until such time as the Court approves the Settlement Agreement or the Settlement Agreement is terminated pursuant to the terms of this Settlement Agreement.

- (B) By no later than ten business days after the Court's approval of the Settlement Agreement, the Stampede Defendants Counsel shall pay the \$9,500,000 CAD Settlement Fund plus any interest which has accrued on those Settlement Funds to Class Counsel, in trust, for the benefit of the Class, in full satisfaction of all of the Released Claims against the Releasees.
- (C) Class Counsel shall hold the Settlement Fund in a trust account for the benefit of the Class, and shall transfer the Settlement Fund to the Account of the Claims Administrator, less disbursements already incurred, Court approved Honoraria, and Class Counsel Fees as approved by the Court, within ten business days after the Effective Date. Class Counsel will provide an accounting to the Claims Administrator of the disbursements, Class Counsel Fees and Honoraria deducted from the Settlement Fund, including supporting documentation. However, in the event that an appeal is taken from the Court's order approving the Settlement Agreement, then the Settlement Fund shall be transferred by Class Counsel into an interest-bearing trust account and held there until further order of the Court.
- (D) In the event that a Final Order is not obtained approving the Settlement, Class Counsel shall pay to the lawyer for the Stampede Defendants, in trust, the full amount of the Settlement Fund, inclusive of any accrued interest. All the expenses incurred by the Plaintiff in respect of providing notice of the Settlement to the Class and any notice advising the Class that the Settlement has been terminated shall be costs incurred in the prosecution of the Action, and recoverable as such in the event the Action ultimately succeeds at individual issues trials.
- (E) Class Counsel shall not otherwise pay out any of the Settlement Fund from its trust account, except in accordance with this Settlement Agreement or in accordance with an order of the Court obtained on reasonable notice to the Defendants.
- (F) The Net Settlement Fund shall be allocated to the Class Members, to be distributed in accordance with the Distribution Protocol attached as **Schedule "F"**.
- (G) The Claims Administrator will invest the Net Settlement Fund in the Account. All interest accrued in the Account will be added to the Net Settlement Fund.

- (H) The Defendants shall have no obligation to pay any amount in addition to the Settlement Fund.
- (I) The Claims Administrator shall maintain the Account as provided for in this Settlement Agreement and shall not pay out any monies from the Account, except in accordance with the provisions of this Settlement Agreement, without an order of the Court made on notice to or on the consent of the Plaintiff and Class Counsel.

5.2 Stampede Defendants Apology and Additional Undertakings

- (A) The Stampede Defendants will issue a public apology in the form attached as **Schedule "G"**.
- (B) In addition to the enhanced safety measures which have already been put in place, the Calgary Stampede Foundation will undertake to carry out Additional Programs including but not limited to:
 - (1) providing trauma-informed training for youth program leadership and staff; and
 - (2) hosting a safety and wellness learning forum with youth-serving organizations in Calgary and surrounding areas.

5.3 Appointment and Role of Claims Administrator

- (A) The Court shall appoint Epiq as the Claims Administrator for the purpose of administering the Settlement, or such other claims administrator as the Court may appoint.
- (B) The Claims Administrator shall sign and adhere to a confidentiality agreement, in a form satisfactory to the Parties, by which they agree to keep confidential any information concerning Class Members. Further, the Claims Administrator shall institute and maintain procedures to ensure that the identity of all Class Members and all information regarding any claims and submissions made by the Class will be kept strictly confidential. At the conclusion of the claims administration process, any information obtained by the Claims Administrator shall be securely deleted or destroyed.
- (C) The Claims Administrator shall disseminate the Notices, process all claims, and administer the payment of the Settlement Fund to the Eligible Class Members in accordance with the terms of this Settlement Agreement. The Claims Administrator may consult with Class Counsel with respect to determining if Class Members are Eligible Class Members, or to assist in determining the level of compensation to which Class Members are entitled. The Stampede Defendants shall have no right to participate in the claims administration

process, but the Stampede Defendants through their counsel, shall provide reasonable assistance to the Claims Administrator, to Class Counsel and to the Court, if called upon to do so.

- (D) The Claims Administrator shall report to the Court and Class Counsel on the total number of claims received and the decisions made by it in respect of any claim no later than 30 days after the completion of the claims administration process, and shall file a final report with the Court within 30 days following the distribution of any cy-près payment after the six month stale date has passed for all payments made to Eligible Class Members.

5.4 Claims and Claimants

- (A) The Plaintiff's best estimate of the number of Eligible Class Members is 300, but the total number of Eligible Class Members may be more or less than 300.
- (B) Immediately following the execution of this Settlement Agreement (if not already done), the Stampede Defendants through their counsel will undertake best efforts provide to Class Counsel a list of all known Class Members, including their names, last known mailing and/or email address, the dates of enrollment and involvement at the Young Canadians, to the extent such information is available (the **Class Member List**).
- (C) Class Counsel and the Claims Administrator shall use the Class Member List to assist in the notice to the Class and to assist with the claims administration process, and not for any other purpose. Class Counsel and the Claims Administrator shall maintain confidentiality over and shall not share the Class Member List with any other person.
- (D) Immediately following the execution of this Settlement Agreement and upon confirmation from the Class Member to do so, Class Counsel shall provide the Class Member Information to the Claims Administrator to assist in the claims administration process, and not for any other purpose. Class Counsel and the Claims Administrator shall maintain confidentiality over, and shall not share the Class Member Information with any other person.
- (E) In order to receive a payment from the Net Settlement Fund, each Class Member must comply with the Claims Process in the Distribution Protocol (**Schedule "F"**), which will include completion and delivery to the Claims Administrator of a claim form by the Claims Deadline. The claim form shall be in a form to be prepared by the Claims Administrator in consultation with Class Counsel, and will be made available to the Class in both a paper and web-based format. Class Member Information will be provided to the Claims Administrator by Class Counsel. Completed claim forms, along with any supporting

documentation, must be received by the Claims Administrator no later than 11:59 pm MT on the Claims Deadline.

- (F) The Claims Administrator may use the Class Member List to confirm if a Claimant is a Class Member. However, if a Claimant's name is not on the Class Member List, the Claimant may still establish that they are a Class Member by including sufficient evidence in their claim to satisfy the Claims Administrator that the Claimant is a Class Member.
- (G) Claims may be completed online, mailed, couriered or emailed in a PDF format to the Claims Administrator. Mailed claim forms will be deemed to have been received by the Claims Administrator on a timely basis if they are postmarked as received by Canada Post by 11:59 pm MT on the Claims Deadline.
- (H) The Claims Administrator shall determine, in its sole discretion, whether a claim form has been properly completed, and whether a claim has been validly asserted by a Class Member, such that they are an Eligible Class Member.
- (I) The decision of the Claims Administrator as to whether a claim has been received on a timely basis, is validly asserted by an Eligible Class Member, and the number of points allocated to the Eligible Class Member shall be final, and subject only to the review process detailed at Section 5.4(P).
- (J) The Claims Administrator shall notify each Claimant who delivers an incomplete claim of the nature of the deficiencies. The Claimant will have until 30 days after the Claims Deadline, or such longer time as the Claims Administrator may allow, to submit a complete claim form before the Claims Administrator makes a final decision on the validity of such claims.
- (K) The Claims Administrator may also obtain further information to assist a Claimant in completing an incomplete claim by conducting one or more interviews with the Claimant, which may be held by telephone, or video conference, as agreed between the Claimant and the Claims Administrator.
- (L) Each Claimant whose claim is deemed invalid shall be notified of that fact in writing by the Claims Administrator, with a copy to Class Counsel, including brief written reasons why the claim has been disallowed. Any Claimant whose claim is disallowed will have until 30 days from the date notice that the claim was disallowed is delivered to the Claimant to provide further evidence satisfactory to the Claims Administrator demonstrating that they were a student, volunteer, employee, or contractor (as it applies based on the claim being made by the Class Member). Failure to provide such evidence within the 30-day period will

result in the Claimant being conclusively excluded from being an Eligible Class Member. There shall be no right of appeal following the reconsideration by the Claims Administrator, subject to the review process set out at Section 5.4(P).

- (M) All supplemental information for claims and further submissions following the denial of a claim must be provided to the Claims Administrator by no later than 30 days following the Claims Deadline, unless the Court orders otherwise.
- (N) The Claims Administrator will appoint Claims Evaluators who will assess each Eligible Class Members' claim to determine whether the Class Member is making a Claim as a Student Compromised Experience Claimant, a Student Compromised Experience Enhanced Impact Claimant or submitting a claim to the Points Distribution Settlement Fund. Where a Claimant seeks compensation from the Points Distribution Settlement, the Claims Administrator or Evaluation will determine whether the Claimant is eligible and if so, the number of points to be allocated to the Eligible Class Member for payment from the Points Distribution Settlement Funds.
- (O) The Claims Evaluators will commence the evaluation of each claim as soon as possible after the Claims Administrator has determined that the Claimant is an Eligible Class Member, and shall not wait until the end of the Claim Period.
- (P) Should an Eligible Class Member challenge a decision of the Claims Administrator, the Claims Administrator shall notify Class Counsel of the challenge. Class Counsel and the Claims Administrator shall work together to issue a determination in response to the challenge. Such determination shall be final and binding and not subject to appellate review. Should Class Counsel deem it necessary, it may, in its sole discretion seek the advice and direction of the Supervisory Justice. Any advice and direction made by the Supervisory Justice shall be final and binding and not subject to appellate review.
- (Q) Should a Class Member make a claim as a Student Compromised Experience Claimant, upon proof that they were a Senior Student Class Member during the Class Period, they will be entitled to a one-time payment of \$500. If a Class Member makes a claim as a Student Compromised Experience Claimant, they are not entitled to any further funds from the Net Settlement Fund. Only Senior Student Class Members of the Young Canadians are entitled to make a claim as a Student Compromised Experience Claimant.
- (R) Should a Class Member make a claim as a Student Compromised Experience Enhanced Impact Claimant, upon proof that they were Senior Student Class Member of the Young Canadians during the Class Period and detailed information regarding the circumstances which entitles them to make such a claim, as detailed at **Schedule "F"**, they will be entitled

to a one-time payment of \$1500. If a Class Member makes a claim as a Student Compromised Experience Enhanced Impact Claimant, they are not entitled to any further funds from the Net Settlement Fund. Only Senior Student Class Members of the Young Canadians are entitled to make a claim as a Student Compromised Experience Enhanced Impact Claimant.

- (S) In any reports delivered to the Court or to the Stampede Defendants' Counsel, the Claims Administrator shall refer to the Class Members only by a unique claims identifier number, and not by their names.
- (T) The Releasees, the Stampede Defendants and their counsel, the Plaintiff and Class Counsel shall have no responsibility for and no liability whatsoever with respect to the actions of the Claims Administrator or the administration of the Settlement Agreement.

SECTION 6 - DISTRIBUTION OF THE SETTLEMENT FUND AND ACCRUED INTEREST

6.1 Settlement Fund Distribution

- (A) The Settlement Fund shall be held in trust by Class Counsel, and then by the Claims Administrator, and shall only be disbursed in accordance with the provisions of this Settlement Agreement and the Final Order.
- (B) The Net Settlement Fund shall be distributed in accordance with the Distribution Protocol (**Schedule "F"**).
- (C) The Claims Administrator may seek further directions from Class Counsel in the event any issues arise during the course of the claims administration process, and may also seek directions from the Court, on notice to Class Counsel.

6.2 Honoraria

- (A) Class Counsel shall seek Court approval of Honoraria to be paid to Class Members who provided substantial assistance to the Class in the prosecution of this case, and were instrumental in obtaining a resolution.
- (B) Class Counsel shall seek Honoraria for the following individuals in the amounts set out below:
 - (1) NB: \$20,000
 - (2) MJ: \$5,000

- (3) RS: \$5,000
- (4) ST: \$1,000
- (5) BN: \$1,000
- (6) KS: \$1,000
- (7) SS: \$1,000
- (8) LC: \$1,000
- (9) RW: \$1,000

Collectively the **Honoraria**.

- (C) The Honoraria shall be deducted from the Settlement Funds by Class Counsel prior to the Net Settlement Funds being transferred by Class Counsel to the Claims Administrator.
- (D) Should the Court refuse to approve the payment of the Honoraria, or portions thereof, the amounts not approved shall revert back to the Net Settlement Funds to be distributed in accordance with **Schedule "F"**.

6.3 Order of Distribution of Settlement Fund

- (A) The Claims Administrator will pay the funds out of the Settlement Fund in accordance with the Distribution Protocol.

6.4 Cy-Pres Distribution

- (A) If, six months following the completion of the distribution of the Net Settlement Fund to all Eligible Class Members there are distributed Net Settlement Fund payments which collectively amount to \$10,000 or less which have become stale dated without being cashed, or electronic fund transfer which were not accepted, then such amounts remaining in the Net Settlement Fund shall be paid cy-près to the Luna Child and Youth Advocacy Center, a Calgary based organization that provides support to children and their families who have been impacted by child abuse, and/or Calgary Communities Against Sexual Abuse or a similar organization as identified by Class Counsel.
- (B) If, six months following the completion of the distribution of the Net Settlement Fund to all Eligible Class Members there are distributed Net Settlement Fund payments which collectively amount to \$10,001 or more which have become stale dated without being

cash, or electronic fund transfers which were not accepted, then the Claims Administrator shall distribute those remaining funds in accordance with the Points Distribution Settlement Fund set out in **Schedule "F"**.

- (C) The Parties agree that the Luna Child and Advocacy Center and/or Calgary Communities Against Sexual Abuse are appropriate cy-près recipients of any undistributed Net Settlement Funds which collectively amount to \$10,000 or less.

6.5 Taxes

- (A) All Settlement Funds held by the Claims Administrator shall remain subject to the jurisdiction of the Court until they are distributed pursuant to the Final Order.
- (B) It is acknowledged and agreed that the Settlement Fund is compensation for all damages sustained by the Class, including but not limited to general damages, cost of future care, and loss of earning capacity.
- (C) Subject to section 6.5(E), all taxes payable on any interest that accrues on the Settlement Fund shall be the responsibility of the Class. The Claims Administrator shall be solely responsible to fulfill all tax reporting and payment requirements arising from the Settlement Fund, including any obligation to report taxable income and make tax payments. All taxes (including interest and penalties) due with respect to the income earned by the Settlement Fund shall be paid from the Account.
- (D) Subject to section 6.5(E), the Stampede Defendants shall have no responsibility to make any tax filings relating to the Settlement Fund and shall have no responsibility to pay tax on any income earned by the Settlement Fund or to pay any taxes on the monies in the Account.
- (E) In the event that this Settlement Agreement is terminated, the interest, if any, earned on the Settlement Fund while on deposit in Class Counsel's trust account shall be paid to counsel for the Stampede Defendants, or as directed in writing by the lawyer for the Stampede Defendants, and in such case, the Stampede Defendants or their insurers shall be responsible for the payment of all taxes on such interest received by them.

SECTION 7 - RELEASES AND DISMISSALS

7.1 Release of the Releasees

- (A) Upon the Effective Date, and in consideration of the payment of the Settlement Fund and for other valuable consideration as set forth in this Settlement Agreement, the Releasors

forever and absolutely release the Releasees from the Released Claims. And for the consideration provided herein, the Class Member Releasers agree not to make any claim or take or continue any proceedings arising out of or relating to the subject matter of the Released Claims, against any other person, corporation or entity which might claim damages and/or contribution and indemnity and/or other relief under the provisions of the *Contributory Negligence Act*, RSA 2000, c C-27 or other comparable provincial or territorial legislation and any amendments thereto, the common law, Québec civil law, or any other civil statute, for any civil relief whatsoever, including relief of a monetary, declaratory, equitable, or injunctive nature, from one or more of the Releasees.

- (B) For the sake of certainty and clarity, Heerema is not a party to this Settlement Agreement and is not released in any way by the terms of this Settlement Agreement.
- (C) If a Class Member obtains judgment against Heerema in any other proceeding and a court of competent jurisdiction orders that Heerema has a valid claim for contribution or indemnity as against the Stampede Defendants in said proceeding, the Class Member shall indemnify and hold the Stampede Defendants harmless with respect to any such finding or award made against the Stampede Defendants in favour of Heerema.
- (D) Without limiting any other provisions herein, each Class Member, who has not previously opted out, whether or not they receive compensation, or otherwise receives an award from the Claims Administrator, will be deemed by this Settlement Agreement completely and unconditionally to have released and forever discharged the Releasees from any and all Released Claims.
- (E) Each Class Member, who has not previously opted out, will be forever barred and enjoined from continuing, commencing, instituting or prosecuting any civil action or proceeding in any civil court of law or equity, arbitration, tribunal, proceeding, governmental forum, administrative forum or any other forum, directly, representatively or derivatively, asserting against any of the Defendants or Releasees any claims that relate to or constitute any Released Claims.

7.2 Dismissal of the Action

- (A) The Final Order shall include a term that the Action is dismissed without costs against the Stampede Defendants. The Action shall not be dismissed as against Heerema.

SECTION 8 - TERMINATION OF SETTLEMENT AGREEMENT

8.1 Right of Termination

- (A) The Stampede Defendants, the Plaintiff and Class Counsel shall each have the right to terminate this Settlement Agreement, in the event that:
- (1) the Court declines to approve this Settlement Agreement; or
 - (2) the content of the Final Order approved by the Court fails to comply in any material respect with the terms of this Settlement Agreement.
- (B) To exercise a right of termination, a terminating party shall deliver a written notice of termination by no later than 15 (fifteen) days after the triggering event in section 8.1. Upon delivery of such a written notice, this Settlement Agreement shall be terminated.

8.2 If Settlement Agreement is Terminated

- (A) If this Settlement Agreement is terminated in accordance with its terms or otherwise fails to take effect for any reason, any order approving any aspect of this Settlement Agreement shall be set aside and declared null and void and of no force or effect, and anyone shall be estopped from asserting otherwise.
- (B) If this Settlement Agreement is terminated in accordance with its terms or otherwise fails to take effect for any reason, Class Counsel shall transfer the Settlement Fund, plus interest accrued, to counsel for the Stampede Defendants, in trust.
- (C) If this Settlement Agreement is terminated in accordance with its terms or otherwise fails to take effect for any reason, all negotiations, statements and proceedings relating to the settlement and the Settlement Agreement shall be deemed to be without prejudice to the rights of the Parties, and the Parties shall be deemed to be restored to their respective positions existing immediately before the Settlement Agreement was executed.
- (D) The Parties expressly reserve all of their respective rights if the Court does not approve this Settlement Agreement.

8.3 Survival of Provisions After Termination

- (A) If this Settlement Agreement is terminated or otherwise fails to take effect for any reason, the provisions of this section 8 and sections 5.1(D), 5.3(B), 5.4(B), 5.4(C), 6.5(C), 6.5(E) and 10.4(A) and the Recitals, Schedules and Definitions applicable thereto shall survive the termination and continue in full force and effect, but all other terms shall be void and of

no further force or effect, and may not be relied upon by any party for any purpose whatsoever in respect of the ongoing prosecution of the Action.

SECTION 9 - LEGAL FEES

- (A) Class Counsel will bring a motion to the Court for approval of Class Counsel Fees and disbursements up to the date of the Settlement Approval Hearing concurrently with the Plaintiff's motion for settlement approval. The Stampede Defendants will not take any position with respect to the amount of fees and disbursements requested by Class Counsel, but may provide factual information to the Court if the Court so requests.
- (B) Class Counsel Fees and disbursements as approved by the Court will be paid out of the Settlement Fund held in Class Counsel's trust account before the balance is paid to the Claims Administrator.
- (C) If any Class Members retain lawyers to assist them in making their individual claims in this Settlement, the Class Members shall be personally responsible for the payment of the legal fees and expenses of such lawyers, and such lawyers shall not be paid from the Settlement Fund.

SECTION 10 - MISCELLANEOUS

10.1 Hearings, etc.

- (A) In this Settlement Agreement:
 - (1) the division of the Settlement Agreement into sections and the insertion of headings are for convenience of reference only and shall not affect the construction or interpretation of this Settlement Agreement; and
 - (2) the terms "this Settlement Agreement", "the Settlement Agreement", "Settlement", "hereof", "hereunder", "herein", "hereto", and similar expressions refer to this Settlement Agreement and not to any particular section or portion of this Settlement Agreement.

10.2 Ongoing Jurisdiction

- (A) The Court shall retain exclusive jurisdiction over all matters relating to the implementation and enforcement of this Settlement Agreement.

10.3 Extension of Deadlines and Timelines

- (A) All deadlines and timelines set out herein, may be extended pursuant to agreement by the Parties or by Court Order.

10.4 Governing Law

- (A) This Settlement Agreement shall be governed by, construed and interpreted in accordance with the laws of the Province of Alberta.

10.5 Entire Agreement

- (A) This Settlement Agreement and the Liability Settlement Agreement constitute the entire agreement among the Parties, and supersede all prior and contemporaneous understandings, undertakings, negotiations, representations, communications, promises, agreements, agreements in principle, or memoranda of understanding in connection herewith. The Parties agree that they have not received or relied on any agreements, representations, or promises other than as contained in this Settlement Agreement and the Liability Settlement Agreement. With the exception of the Liability Settlement Agreement, none of the Parties shall be bound by any prior obligations, conditions, or representations with respect to the subject matter of this Settlement Agreement, unless expressly incorporated herein. This Settlement Agreement may not be modified or amended except in writing and on consent of all Parties hereto, and any such modification or amendment must be approved by the Court before it shall be binding on the Parties.

10.6 Binding Effect

- (A) On the Effective Date this Settlement Agreement shall be binding upon, and inure to the benefit of the Releasors, the Releasees, Class Counsel, and the Claims Administrator.

10.7 Counterparts

- (A) This Settlement Agreement may be executed in counterparts, all of which taken together will be deemed to constitute one and the same agreement, and a facsimile, PDF or electronic signature shall be deemed an original signature for purposes of executing this Settlement Agreement. This Settlement Agreement may be delivered and is fully enforceable in either original, faxed, .PDF or other electronic format provided that it is duly executed.

10.8 Negotiated Agreement

- (A) This Settlement Agreement has been the subject of negotiations and two judicial dispute resolutions between the Parties, each of which has been represented and advised by competent counsel, so that any statute, case law, or rule of interpretation or construction that would or might cause any provision to be construed against the drafter of this Settlement Agreement shall have no force and effect. The Parties further agree that the language contained or not contained in previous drafts of this Settlement Agreement, or any agreement in principle, shall have no bearing upon the proper interpretation of this Settlement Agreement.

10.9 Language

- (A) The Parties acknowledge that they have required and consented that this Settlement Agreement and all related documents be prepared in English only.

10.10 Recitals

- (A) The recitals to this Settlement Agreement are true and form part of the Settlement Agreement.

10.11 Schedules

- (A) The Schedules annexed hereto form part of this Settlement Agreement and are:
- (B) Schedule "A" – Order approving Notices of Approval Hearing;
- (C) Schedule "B" – Notices of Approval Hearing;
- (D) Schedule "C" – Plan of Notice;
- (E) Schedule "D" – Settlement Approval Order;
- (F) Schedule "E" – Notices of Settlement Approval;
- (G) Schedule "F" – Distribution Protocol; and
- (H) Schedule "G" - Apology and Additional Undertakings

10.12 Acknowledgements

- (A) Each of the Parties hereby affirms and acknowledges that:

- (1) she, he, they, or a representative of the Party with the authority to bind the Party with respect to the matters set forth herein has read and understands the Settlement Agreement;
- (2) the terms of this Settlement Agreement and the effects thereof have been fully explained to her, him, or the Party's representative by her, his, their or its counsel; and
- (3) no Party has relied upon any statement, representation, or inducement (whether material, false, negligently made, or otherwise) of any other Party with respect to the first Party's decision to execute this Settlement Agreement.

10.13 Authorized Signature

- (A) Each of the undersigned represents that she, he, they, or it is fully authorized to enter into the terms and conditions of, and to execute, this Settlement Agreement.

10.14 Notice

- (A) Where this Settlement Agreement requires a Party to provide notice or any other communication or document to another Party, such notice, communication, or document shall be provided by email, facsimile, or letter by overnight delivery to the representatives for the Party to whom notice is being provided, as identified below:

For Plaintiffs and Class Counsel:

Carsten Jensen / Gavin Price / Kajal Ervin
 Jensen Shawa Solomon Duguid Hawkes LLP
 Lancaster Building
 800, 304 - 8 Avenue SW
 Calgary, AB T2P 1C2
 Telephone: 403.571.1520
 Facsimile: 403.571.1528
 Email: jensenc@jssbarristers.ca
 priceg@jssbarristers.ca
 ervink@jssbarristers.ca

For Stampede Defendants:

Cory Ryan / Michelle Pilz
 Borden Ladner Gervais LLP
 Centennial Place, East Tower
 1900, 520 - 3 Avenue SW
 Calgary, AB T2P 0R3

Telephone: 403.232.9500
Facsimile: 403.266.1395
Email: CRyan@blg.com
mpilz@blg.com

The Parties have executed this Settlement Agreement as of the date on the cover page.

For the Plaintiff and the Class

Per:  _____
Carsten Jensen / Gavin Price / Kajal Ervin
Jensen Shawa Solomon Duguid Hawkes LLP

For the Stampede Defendants

Per:  _____
Cory Ryan / Michelle Pilz
Borden Ladner Gervais LLP

SCHEDULE A - NOTICE OF SETTLEMENT AGREEMENT APPROVAL ORDER

COURT FILE NUMBER 1701-04755
COURT COURT OF KING'S BENCH OF ALBERTA
JUDICIAL CENTRE CALGARY
PLAINTIFF N.B.
DEFENDANTS PHILIP HEEREMA, CALGARY EXHIBITION AND STAMPEDE LIMITED, and CALGARY STAMPEDE FOUNDATION

DOCUMENT **ORDER RE FIRST NOTICE APPROVAL**

ADDRESS FOR SERVICE AND CONTACT INFORMATION OF PARTY FILING THIS DOCUMENT **JENSEN SHAWA SOLOMON DUGUID HAWKES LLP**
800, 304 - 8 Avenue SW
Calgary, Alberta T2P 1C2

Carsten Jensen KC, FCI Arb / Gavin Price / Kajal Ervin
Phone: 403-571-1526 / 403-571-0747 / 403-571-0745
jensenc@jssbarristers.ca
priceg@jssbarristers.ca
ervink@jssbarristers.ca
Fax: 403-571-1528
File: 13652-001

DATE ON WHICH ORDER WAS PRONOUNCED:

LOCATION OF HEARING OR TRIAL: Calgary, Alberta

NAME OF JUSTICE WHO MADE THIS ORDER: The Honourable Justice

UPON THE APPLICATION of the Plaintiff for an Order approving the form and content of the notice of hearing for settlement approval and class counsel fee approval (the **Notices**) and the method of dissemination of the Notice; **AND UPON** reviewing the materials filed, including the Settlement Agreement dated as of April 26, 2024 (the **Settlement Agreement**), and on hearing submissions of counsel for the Plaintiff and counsel for the Defendants, Calgary Exhibition and Stampede Limited, and Calgary Stampede Foundation (the **Stampede Defendants**); **AND UPON** noting the consent of the Stampede Defendants;

IT IS HEREBY ORDERED THAT:

1. The Plan of Notice set out in Appendix "A" is approved.
2. The Class Members shall be given notice of the hearing for settlement approval and class counsel fee approval in substantially the forms of the Notices set out in Appendix "B".
3. The Stampede Defendants shall provide to Class Counsel a complete list, to the extent available from its records, of the names of all known Class Members, including their names, last known mailing and/or email address, the dates of attendance at / involvement with the Young Canadians, to the extent such information is available (the **Class Member List**).
4. Class Counsel may edit the Class Member List to add the current contact information for any Class Members who have contacted Class Counsel.
5. Class Counsel shall use the information in the Class Member List for the sole purpose of effecting the Plan of Notice and completing the settlement as contemplated in the Settlement Agreement, and for no other purpose.
6. This Order constitutes an order compelling the production of personal information by the Stampede Defendants within the meaning of any applicable privacy laws, including common law, statutes, and regulations in relation to the disclosure of personal information, and that the Stampede Defendants are released from any and all obligations pursuant to any such applicable privacy laws, in relation to the disclosure of personal information required by this Order.
7. This Order does and is deemed to comply with any requirement under applicable privacy laws for the Stampede Defendants to provide any notice to persons of disclosure of the information required by this Order without consent.

8. No person may bring any action or take any proceeding against the Stampede Defendants, Class Counsel, or any of their respective past and current officers, directors, employees, parents, subsidiaries, agents, partners, associates, representatives, predecessors, successors, beneficiaries or assigns for any matter in any way relating to the implementation of the terms of the Notice Plan.

Justice of the Court of King's Bench of Alberta

NOTICE OF SETTLEMENT APPROVAL HEARING (CONDENSED)

**IMPORTANT NOTICE ABOUT THE CLASS ACTION AGAINST THE CALGARY
STAMPEDE FOUNDATION, THE CALGARY EXHIBITION AND STAMPEDE LIMITED
AND PHILIP HEEREMA**

This Notice is for any male or anyone who identified as male who, between August 1, 1987 and January 31, 2014, was a student, employee, contactor or volunteer with the Young Canadians organization of the Calgary Stampede Foundation and/or the Calgary Exhibition and Stampede Limited.

A proposed settlement of a class action against the Calgary Stampede Foundation and the Calgary Exhibition and Stampede Limited has been reached. The Court must approve the settlement before it can be implemented. The court hearing for settlement approval on liability will take place on June 28, 2024, commencing at 2:00 PM MT.

For more information about the proposed settlement, including to view the Settlement Agreement, or to learn more about the court hearing, please go to:

<https://jssbarristers.ca/class-actions/philip-heerema-and-calgary-stampede-foundation/>

You may also call 1-403-571-1520 for more information, and reference the Calgary Stampede and Philip Heerema Class Action.

NOTICE OF SETTLEMENT APPROVAL HEARING

IMPORTANT NOTICE ABOUT THE CLASS ACTION AGAINST THE CALGARY STAMPEDE FOUNDATION, THE CALGARY EXHIBITION AND STAMPEDE LIMITED AND PHILIP HEEREMA

Were you a male or identified as a male student, employee, contactor or volunteer with the Young Canadians organization of the Calgary Stampede Foundation and/or the Calgary Exhibition and Stampede Limited between August 1, 1987 and January 31, 2014?

If yes, this notice is for you, and you are a Class Member.

A settlement of the class action against the Calgary Stampede Foundation and the Calgary Exhibition and Stampede Limited (collectively, the **“Stampede Defendants”**) has been reached, and there will be Court hearing to decide if the settlement should be approved.

If this settlement is approved, then Class Members can make a claim for compensation.

What is the Class Action about?

A lawsuit has been certified as a Class Action against Philip Heerema, Calgary Exhibition and Stampede Limited, and the Calgary Stampede Foundation.

The lawsuit alleges that Class Members were sexually exploited, sexually lured, and / or sexually assaulted by Philip Heerema, or at risk. The lawsuit also alleges that the Stampede Defendants are directly and vicariously liable for Philip Heerema’s actions.

The Representative Plaintiff, who can only be identified by his initials in accordance with a Court Order, is N.B. In this lawsuit, the Representative Plaintiff is seeking damages on his own behalf and on behalf of everyone who was a Class Member.

What is the proposed settlement?

The Stampede Defendants will pay \$9.5 million to settle the action. The settlement fund after deduction of approved legal fees, disbursements and honoraria will be distributed to compensate all Eligible Class Members, taking into account their interactions with Philip Heerema and the impact of those interactions on the claimant.

The total compensation each Eligible Class Member may receive will depend upon both the total number of claimants, the nature of their interaction with Philip Heerema, and the impacts of those interactions on the claimant.

For more information about the proposed Settlement Agreement, or to learn more about the court hearing, please go to:

<https://jssbarristers.ca/class-actions/philip-heerema-and-calgary-stampede-foundation/>

A copy of the Settlement Agreement is posted there.

You may also contact the following lawyers for more information:

classactions@jssbarristers.ca
Jensen Shawa Solomon Duguid Hawkes LLP
Attn: Calgary Stampede and Philip Heerema Class Action
#800, 304 – 8 Avenue SW
Calgary, Alberta T2P 1C2

Compensation is not yet available for Class Members. If the Court approves the settlement, more information will be provided about how to make a claim.

If the Settlement Agreement is approved, the class action against the Stampede Defendants will be dismissed. The Stampede Defendants will receive a release from all Class Members, who did not previously opt out, whether or not they receive compensation. This means that any Class Member, who have not previously opted out, whether or not they receive compensation, will not be able to sue the Stampede Defendants in the future for any harm or damage suffered as a result of their interactions with Philip Heerema.

Class Counsel will request that all disbursements incurred in prosecuting this class action be paid from the settlement funds and that the costs of administration of the settlement funds also be paid from the total settlement funds. Class Counsel will seek an honoraria payment to certain Class Members who were instrumental in the prosecution of this Action. Class Counsel will also request that following the payment of disbursements, honoraria, and administration costs, that 30% plus GST of the remaining settlement fund be allocated towards their contingency legal fees, and taxes.

What's Next?

An Alberta Court of King's Bench judge will decide whether to approve the proposed settlement at a hearing on June 28, 2024 at 2:00 PM MT. The judge will decide whether the settlement is fair, reasonable, and in the best interests of the Class Members, and if the requested legal fees are fair. A request will also be made that the Court approve an honorarium to be paid to the Representative Plaintiff and to other Class Members who were instrumental in prosecuting the claim and reaching a resolution for the benefit of all Class Members.

What do you have to do?

You do not have to do anything at this time. If the settlement is approved, then you will receive another notice that will explain next steps. If you want to attend the settlement approval hearing or to make a statement to the court, you can contact us at the address below.

What if you object to the settlement?

If you do not think the proposed settlement is fair, reasonable, and in the best interests of the Class Members, or you object to the amount of legal fees being sought, you can make an objection to the Court in two ways:

1. You can send in a statement, which must include your name, contact information, confirmation that you are a Class Member, and an explanation of why you object to the settlement or class counsel fees. Class Counsel will file these with the Court. Statements can be sent by email or mail and must be received by June 14, 2024, at 11:59 pm MT at:

classactions@jssbarristers.ca
Jensen Shawa Solomon Duguid Hawkes LLP
Attn: Calgary Stampede and Philip Heerema Class Action
#800, 304 – 8 Avenue SW
Calgary, Alberta T2P 1C2

2. You can make submissions to the Court in person at the settlement approval hearing. If you want to address the Court, please email classactions@jssbarristers.ca by June 14, 2024, at 11:59 pm MT. Details of how to participate in the hearing will be sent to everyone who wishes to speak.

SCHEDULE C - PLAN OF NOTICE

A. Notice of Proposed Settlement and Approval Hearing

1. Class Counsel will deliver the Notice of Settlement Agreement Approval Hearing by email to any Class Member who has provided Class Counsel with their email address.
2. Class Counsel will publish a national press release in English advising of the proposed settlement, briefly outlining the key features of the settlement, advising of the right to participate in the settlement approval process, including the right to object to the settlement, and will include a link to the Notice of Settlement Agreement Approval on Class Counsel's web page dedicated to this proceeding.
3. Class Counsel will arrange publication of the Notice of Settlement Agreement Approval Hearing in the Globe and Mail, the National Post, the Calgary Herald, and the Calgary Sun once each, or as many times as directed by the Court.
4. Class Counsel will post the Notice of Settlement Agreement Approval Hearing as well as a copy of the Settlement Agreement, and general information about the Settlement on its website: <https://jssbarristers.ca/class-actions/philip-heerema-and-calgary-stampede-foundation/>
5. Class Counsel will post a link to the Notice of Settlement Agreement Approval Hearing and the executed Settlement Agreement, on the Class Counsel's social media accounts, once each, or as many times as may be directed by the Court.
6. The Stampede Defendants will post a link to the Notice of Settlement Approval Hearing and the executed Settlement Agreement, on all Stampede Defendant social media accounts, including without limiting the foregoing, the Facebook Alumni page for the Young Canadians, the Calgary Stampede Instagram account, the Young Canadians Instagram account, and any LinkedIn pages, with removal to occur no earlier than May 30, 2024 or 30 days after the Notice of Settlement Approval Hearing.
7. Class Counsel and counsel for the Stampede Defendants shall send the Notice of Settlement Agreement Approval Hearing by email or email to any person who requests it.
8. Class Counsel will publish the Notice of Settlement Agreement Approval Hearing on the Canadian Bar Association Class Action Database at <https://www.cba.org/Publications-Resources/Class-Action-Database> .

B. Notice of Settlement Approval

1. Immediately following the execution of this Settlement Agreement, the Stampede Defendants shall provide to Class Counsel the Class Member List which will include list of all known Class Members, including their names, last known mailing addresses and email addresses, the dates of their involvement with the Young Canadians, and the capacity of their involvement, to the extent such information is available and known to the Stampede Defendants.
2. Class Counsel will update the addresses for any Class Members who have been in direct contact with Class Counsel, and remove all entries for individuals who have opted out of the class action. Class Counsel will provide the edited Class Member List to the Claims Administrator.
3. Class Counsel will publish a national press release in English advising of the settlement approval, and include links to Class Counsel and the Claims Administrator's web page dedicated to this proceeding.
4. Class Counsel will arrange publication of the Notice of Settlement Agreement Approval Hearing in the Globe and Mail, the National Post, the Calgary Herald, and the Calgary Sun once each, or as many times as directed by the Court.
5. Class Counsel will deliver:
 - (i) the short-form Settlement Notice and Claim Form by email to Class Members whose email address is listed on the edited Class Member List; and
 - (ii) the short-form Settlement Notice, and Claim Form by regular mail to all other Class Members, for whom Class Counsel has a mailing address, listed on the edited Class Member List.
5. The Claims Administrator or Class Counsel will provide a paper version of the Claim Form to any Class Member who requests one, and will post the electronic version of the Claim Form on their webpages dedicated to this Action.
6. Class Counsel and the Claims Administrator will post the short-form and long-form Settlement Notices in English on their firm website and the webpages dedicated to this Action, along with a brief update advising of key terms of the settlement, and explaining the procedure for making a claim for part of the Settlement Fund, including how to contact the Claims Administrator.

7. Class Counsel will post notice of the settlement approval on their social media channels and include a link to their webpage containing the Settlement Notices and Claim Form.
8. The Stampede Defendants will post notice of the settlement approval and link to Class Counsel and the Claims Administrators webpages on all Stampede Defendant social media accounts, including without limiting the foregoing, the Facebook Alumni page for the Young Canadians, the Calgary Stampede Instagram account, the Young Canadians Instagram account, and any LinkedIn pages.

SCHEDULE E - NOTICE OF SETTLEMENT

COURT FILE NUMBER 1701-04755
COURT COURT OF KING'S BENCH OF ALBERTA
JUDICIAL CENTRE CALGARY
PLAINTIFF N.B.
DEFENDANTS PHILIP HEEREMA, CALGARY EXHIBITION AND STAMPEDE LIMITED, and CALGARY STAMPEDE FOUNDATION
DOCUMENT **SETTLEMENT APPROVAL ORDER**

ADDRESS FOR SERVICE AND CONTACT INFORMATION OF PARTY FILING THIS DOCUMENT **JENSEN SHAWA SOLOMON DUGUID HAWKES LLP**
800, 304 - 8 Avenue SW
Calgary, Alberta T2P 1C2
Carsten Jensen KC, FCI Arb / Gavin Price / Kajal Ervin
Phone: 403-571-1526 / 403-571-0747 / 403-571-0745
jensenc@jssbarristers.ca
priceg@jssbarristers.ca
ervink@jssbarristers.ca
Fax: 403-571-1528
File: 13652-001

DATE ON WHICH ORDER WAS PRONOUNCED:

LOCATION OF HEARING OR TRIAL: Calgary, Alberta

NAME OF JUSTICE WHO MADE THIS ORDER: The Honourable Justice

UPON THE APPLICATION of the Plaintiff for an Order approving the Settlement Agreement dated as of April 26, 2024, attached to this Order as Schedule A (the **Settlement Agreement**) as between the Plaintiff and the Defendants, Calgary Exhibition and Stampede Limited, and Calgary Stampede Foundation (the **Stampede Defendants**); **AND UPON READING** the materials filed, including the Settlement Agreement; **AND UPON CONSIDERING** any objections filed, if any; **AND UPON HEARING** the submissions of counsel for the Plaintiff and counsel for the Stampede Defendants, and the objectors, if any; **AND UPON NOTING** that the Plaintiff and the Stampede Defendants consent to this Order; **AND UPON NOTING** that the Defendant, Philip Heerema was Noted in Default on August 11, 2020 but was still served with the Settlement Agreement

materials and did not attend at this Application and did not submit evidence or written submissions with respect to this Application; **AND UPON NOTING** that Epiq Class Actions Services Canada, Inc. consents to be appointed as Claims Administrator;

IT IS HEREBY ORDERED THAT:

1. For the purposes of this Order, the definitions set out in the Settlement Agreement apply to and are incorporated into this Order.
2. In the event of a conflict between this Order and the Settlement Agreement, this Order shall prevail.
3. This Order, including the Settlement Agreement, is binding upon the Stampede Defendants, and upon each member of the Class who did not validly opt out of this Action, including those persons who are minors or mentally incapable, and the requirements of Rules 2.11 and 2.19 of the *Rules of Court*, AR 124/2010 are incorporated into this Order.
4. The Settlement Agreement is fair, reasonable and in the best interests of the Class.
5. The Settlement Agreement is hereby approved pursuant to s. 35 of the *Class Proceedings Act*, SA 2003, c C-16.5 and shall be implemented and enforced in accordance with its terms.
6. For purposes of administration and enforcement of the Settlement Agreement and this Order, this Court will retain an ongoing supervisory role and the Stampede Defendants acknowledge and attorn to the jurisdiction of this Court solely for the purpose of implementing, administering, and enforcing the Settlement Agreement and this Order, and subject to the terms and conditions set out in the Settlement Agreement and this Order.
7. Upon the Effective Date, subject to paragraph 6, each Releasor has released and shall be conclusively deemed to have forever and absolutely released the Releasees from the Released Claims.
8. Upon the Effective Date, each Releasor shall not now or hereafter institute, continue, maintain, intervene in or assert, either directly or indirectly, whether in Canada or elsewhere, on their own behalf or on behalf of any class or any other person, any proceeding, cause of action, claim or demand against any Releasee, or any other person who may claim contribution or indemnity or other claims over relief from any Releasee, in respect of any Released Claim.

9. The Defendant Philip Heerema is not a party to the Settlement Agreement is not a Releasee under the terms of the Settlement Agreement.
10. The Class Members shall be given notice of this Order in substantially the form set out in Schedule E to the Settlement Agreement and in accordance with the Plan of Notice at Schedule C to the Settlement Agreement.
11. Epiq Class Actions Services Canada, Inc. is appointed as the Claims Administrator.
12. The Claims Administrator shall provide notice of this Order pursuant to the Plan of Notice, facilitate the claims administration process, and report to the Court and the Parties in accordance with the terms of the Settlement Agreement.
13. The Claims Administrator and Class Counsel shall use the information in the Class Member List for the sole purposes of effecting notice of the settlement approval to the Class and for facilitating the claims administration process, and for no other purpose.
14. On notice to the Court but without further order of the Court, the Parties may agree to reasonable extensions of time to carry out any of the provisions of the Settlement Agreement.
15. Other than that which has been provided in the Settlement Agreement, no Releasee shall have any responsibility or liability whatsoever relating to the administration of the Settlement Agreement.
16. In the event that the Settlement Agreement is terminated in accordance with its terms or otherwise fails to take effect for any reason, this Order shall be declared null and void and of no force or effect without the need for any further order of this Court but with notice to the Class.
17. Upon the Effective Date, the Action is hereby dismissed without costs.
18. There shall be no costs of this motion.

Justice of the Court of King's Bench of Alberta

NOTICE OF SETTLEMENT APPROVAL

IMPORTANT NOTICE ABOUT THE CLASS ACTION AGAINST THE CALGARY STAMPEDE FOUNDATION, THE CALGARY EXHIBITION AND STAMPEDE LIMITED AND PHILIP HEEREMA

This Notice is for any male or anyone who identified as male who, between August 1, 1987 and January 31, 2014, was a student, employee, contactor or volunteer with the Young Canadians organization of the Calgary Stampede Foundation and/or the Calgary Exhibition and Stampede Limited (collectively, the “Stampede Defendants”).

The Stampede Defendants has paid \$9.5 million to settle this action. After deduction of legal fees, disbursements, honoraria and administration expenses, the net settlement fund will be paid to Eligible Class Members as set out in the Settlement Agreement. Claims must be submitted by December 31, 2024.

For more information about how you can make a claim for compensation, please go to: <https://jssbarristers.ca/class-actions/philip-heerema-and-calgary-stampede-foundation/> or www.YoungCanadiansSettlement.ca

You may also call 1-877-408-5432 or email info@YoungCanadiansSettlement.ca for more information, and reference the Calgary Stampede and Philip Heerema Class Action.

CLASS ACTION AGAINST THE CALGARY STAMPEDE FOUNDATION, THE CALGARY EXHIBITION AND STAMPEDE LIMITED AND PHILIP HEEREMA

READ THIS NOTICE CAREFULLY.

YOU NEED TO TAKE PROMPT ACTION TO RECEIVE A PAYMENT IN THIS SETTLEMENT.

If you were a male or identified as a male student, employee, contractor or volunteer with the Young Canadians organization of the Calgary Stampede Foundation and /or the Calgary Exhibition and Stampede Limited between August 1, 1987 and January 31, 2014, then you may be entitled to make a claim for a payment from the settlement of this class action.

Executive Summary

The Alberta Court of King's Bench has approved the settlement of a class action against the Calgary Stampede Foundation and the Calgary Exhibition and Stampede Limited (**Stampede Defendants**) on behalf of the Class in action *N.B. v. Calgary Stampede Foundation, the Calgary Exhibition and Stampede Limited, and Philip Heerema*, Court File No. 1701-04755.

The Class includes: all individuals who are male or identified as male, and were students, employees, contractors, or volunteers of the Young Canadians between August 1, 1987, to January 31, 2014.

The lawsuit alleges that from 1987 to 2014, Class Members may have been sexually exploited, sexually lured, and / or sexually assaulted by Philip Heerema, or at risk. The lawsuit also alleges that the Stampede Defendants are directly and vicariously liable for Philip Heerema's actions.

The Stampede Defendants' Insurers have agreed to pay the all-inclusive amount of \$9,500,000 CAD (the **Settlement Fund**) to settle the class action, in return for releases and a dismissal of the class action. The Court has approved payment of Class Counsel's legal fees and disbursements inclusive of GST in the amount of \$[ntd: amount to be included following fees approval hearing]. The fees are approximately 30% plus GST of the Settlement Fund after disbursements, honoraria, and administration costs have been paid. These amounts have been deducted from the Settlement Fund.

The Court has also approved honoraria payments in the total amount of \$[ntd: amount to be included following Settlement Agreement Approval Hearing] to be paid to the representative plaintiff and the other Class Members who were instrumental in commencing this class action and prosecuting it to its final resolution.

This Notice provides a summary of the Settlement Agreement. The full Settlement Agreement may be viewed at: www.YoungCanadiansSettlement.ca

or at: <https://issbarristers.ca/class-actions/philip-heerema-and-calgary-stampede-foundation/>

IMPORTANT:

Class Members have until December 31, 2024, to make a claim for a payment from the Settlement Fund. If you do not make a claim by December 31, 2024, then you will not qualify to receive a payment from the Settlement Fund.

SECTION 1 - BASIC INFORMATION

1.1 Why is there a Notice?

This action was certified as a class proceeding by court order dated June 10, 2019.

The parties entered into a settlement on April 26, 2024. The Court has now determined that the Settlement Agreement is fair, reasonable, and in the best interest of the Class, and it has been approved.

Class Members may now make a claim to receive a portion of the Settlement Fund.

1.2 What are the settlement benefits?

The Stampede Defendants Insurers will pay \$9,500,000 CAD (the **Settlement Fund**) in full and final settlement of all claims made against the Stampede Defendants in the class action. The Settlement Fund will be allocated first to pay the approved disbursement in the amount of \$[ntd: amount of approved disbursements to be included], the costs of administering the settlement, honoraria payable to certain Class Members, and class counsel fees approved by the Court in the amount of \$[ntd: amount to be included following fees approval hearing]. The rest will be paid out to those Eligible Class Members who make a claim for compensation before the Claim Deadline.

In return, the Defendants have received a release from all Class Members, who did not previously opt out, whether or not they receive compensation, and the class action has been dismissed in its entirety.

The Net Settlement Fund, will be distributed in accordance with the Settlement Agreement's Distribution Protocol, which is Schedule "F" to the Settlement Agreement. The Settlement Agreement, including the Distribution Protocol, can be viewed at:

www.YoungCanadiansSettlement.ca

or at:

<https://jssbarristers.ca/class-actions/philip-heerema-and-calgary-stampede-foundation/>

In broad terms, Class Members who complete a valid claim form before the Claims Deadline of **December 31, 2024** will be “Eligible Class Members.” They may be eligible to receive one or more of the payments detailed below.

SECTION 2 - THE SETTLEMENT FUND

Eligible Class Members will have their claims assessed by an independent claims administrator.

If the Eligible Class Member was a Senior Student Class Member during the Class Period and did not have direct harmful conduct with Philip Heerema, but their Young Canadians experience was tarnished, they will receive a set payment of \$500 (**Student Compromised Experience Claimant**).

If the Eligible Class Member was a Senior Student Class Member during the Class Period, and did not have direct harmful conduct with Heerema, but they observed or were otherwise aware of improper conduct or had close friends who were affected, and have since experienced feelings of guilt, depression or otherwise negatively impacted mental health, they will receive a set payment of \$1500 (**Student Compromised Experience Enhanced Impact Claimants**).

For all other Claimants, the Claims Administrator and the Claim Evaluators will assess each Eligible Class Member’s Claim to determine the number of points allocable to their claim. Points will be allocated on the following basis:

- (1) If the Eligible Class Member experienced penetrative sexual activities by Heerema, including some or all of the following: oral sex, digital penetration, and anal sex: 10 points
- (2) If the Eligible Class Member experienced sexual stimulation by or with Heerema, including some or all of the following: masturbation in Heerema’s presence (whether in person or over video or telephone) and mutual masturbation with Heerema: 8 points.
- (3) If the Eligible Class Member experienced physical interactions with a sexual purpose with Heerema, including some or all of the following: touching with a sexual purpose or intention, participation in nude or partially nude activities with physical contact, fondling, genital contact, groping, and sexual massages: 6 points.
- (4) If the Eligible Class Member received from Heerema, or was solicited by Heerema and did provide sexualized photography, pornography, or nude photographs: 3 points.

- (5) If the Eligible Class Member experienced sexualized interactions with Heerema but without direct physical contact, including some or all of: witness to sexualized activities, witness to sexualized comments, witness to sexualized language, inappropriate personal questions, focused and unwanted attention, voyeurism, sexual advances, invitation to sexual touching: 1 point.

For each category detailed above, the Claims Administrator will consider the impact of the harm suffered by the Eligible Class Member, and in their sole discretion may, allocate one to three additional points based on the degree of harm suffered by the Eligible Class Member.

SECTION 3 - WHAT IS THIS LAWSUIT ABOUT?

The lawsuit alleges that Class Members were sexually exploited, sexually lured, and / or sexually assaulted by Philip Heerema, or at risk. The lawsuit also alleges that the Stampede Defendants are directly and vicariously liable for Philip Heerema's actions.

3.1 Who is a member of the Class?

If you meet the Class definition, then you are a member of the Class. The Class definition is: all individuals who are male or identified as male, and were students, employees, contractors, or volunteers of the Young Canadians between August 1, 1987, to January 31, 2014.

However, not everyone who is a Class Member is eligible for compensation.

SECTION 4 - HOW TO MAKE A CLAIM

To be eligible to receive part of the Settlement Fund, Class Members must submit a completed Claim Form to Epiq Class Action Services Canada, Inc. by no later than December 31, 2024. Claim Forms are available and can be completed on the Claims Administrator's website, and are available for download on Class Counsel's website.

The completed claim form should be sent to:

Epiq Class Action Services Canada Inc.
P.O Box 507 STN B
Ottawa ON K1P 5P6
info@YoungCanadiansSettlement.ca
www.YoungCanadiansSettlement.ca
1-877-408-5432

SECTION 5 - THE LAWYERS REPRESENTING YOU

5.1 How are Class Counsel paid?

You will not have to pay any of the fees and expenses of Class Counsel. The Court granted their fee approval request, and Class Counsel's fees and expenses have been deducted from the Settlement Fund, in the total amount of \$[amount to be included following Settlement Agreement Approval Hearing], as approved by the Court.

SECTION 6 - GETTING MORE INFORMATION

6.1 How do I get more information?

You can obtain more information about this settlement by contacting Class Counsel or the Claims Administrator using the contact details listed below:

Claims Administrator:

Epiq Class Action Services Canada Inc.
P.O Box 507 STN B
Ottawa ON K1P 5P6
info@YoungCanadiansSettlement.ca
www.YoungCanadiansSettlement.ca
1-877-408-5432

Class Counsel:

classactions@jssbarristers.ca
Jensen Shawa Solomon Duguid Hawkes LLP
Attn: Calgary Stampede and Philip Heerema Class Action
#800, 304 – 8 Avenue SW
Calgary, Alberta T2P 1C2

The Stampede will pay \$9.5 million to settle the action. The settlement fund will be distributed to compensate all Eligible Class Members, taking into account their interactions with Heerema and the impact of those interactions on the claimant.

The total compensation each Eligible Class Member may receive will depend upon both the total number of claimants, the nature of their interaction with Heerema, and the impacts of those interactions on the claimant.

For more information about the proposed Settlement Agreement, or to learn more about the court hearing, please go to:

www.YoungCanadiansSettlement.ca

or

<https://jssbarristers.ca/class-actions/philip-heerema-and-calgary-stampede-foundation/>

A copy of the Settlement Agreement is posted there.

Compensation is not yet available for Class Members. If the Court approves the settlement, more information will be provided about how to make a claim.

If the Settlement Agreement is approved, the class action will be dismissed in its entirety. The Stampede Defendants will receive a release from all Class Members, who did not previously opt out, whether or not they receive compensation. This means that any Class Member, who did not previously opt out, whether or not they receive compensation, will not be able to sue the Stampede Defendants in the future for any harm or damage suffered as a result of their interactions with Philip Heerema.

SCHEDULE F - DISTRIBUTION PROTOCOL

The Distribution Protocol has been developed with a view to providing restorative justice to the Eligible Class Members or their Estates, and to their families, and to limit the chances of causing further trauma to the Eligible Class Members.

The Distribution Protocol is intended to address the harms endured by male, or those who identified as male during the Class Period, student, volunteers, employees, or contractors, of the Young Canadians who suffered harm or damages arising from the tarnished experience suffered by the Eligible Class Members as a result of sexual assault, grooming and other sexual misconduct perpetrated by Heerema and the sexual assault, grooming, and other sexual misconduct perpetrated by Heerema on the Class Members.

The Distribution Protocol is further intended to provide support for healing and the future well-being of the Eligible Class Members. The financial compensation serves an important symbolic function in acknowledging the consequences of the harms endured by the Eligible Class Members.

Key elements of the Distribution Protocol are that the Class Members will not be subjected to an adversarial adjudicative process, and that it does not impose an onerous evidentiary burden on the Class Members in order to make their claims as Eligible Class Members. The Claims Administrator shall draw all reasonable and favourable inferences that can be drawn in favour of the Claimant.

SECTION 1 - INDEPENDENT ASSESSMENT PROCESS

1.1 Submission of Basic Claim Form

- (A) All Claimants must submit their claim forms by the Claims Deadline.
- (B) The Claims Administrator shall keep confidential the names of each Claimant, other than reporting the names to Class Counsel, and shall assign a unique numerical identifier to each Claimant for the purposes of reporting to the court.
- (C) The Claims Administrator will have the discretion to accept claim forms that are no more than 30 days late, if the delay in delivery of the claim form is explained by the Class Member to the satisfaction of the Claims Administrator, acting reasonably, and arises from exceptional circumstances or a disability.
- (D) Claimants will be asked to complete a Claim Form to establish:
 - (1) Whether the Claimant is an Eligible Class Member who will receive compensation from the Net Settlement Fund;

- (2) Whether the Claimant is seeking payment as a Student Compromised Experience Claimant;
 - (3) Whether the Claimant is seeking payment as a Student Compromised Experience Enhanced Impact Claimant; and
 - (4) Whether the Claimant is the Executor of the Estate of an Eligible Class Member who will receive compensation from the Net Settlement Fund;
- (E) Claimants will be asked to include the following information on the Claim Form in order to establish that they are an Eligible Class Member. This information shall be in the form of a Statutory Declaration:
- (1) Their name (now, and at the time they were associated with the Young Canadians, if different);
 - (2) Their date of birth;
 - (3) Their current contact information including: email address, mailing address, and phone number;
 - (4) Dates they were involved with the Young Canadians, to the Claimant's best recollection;
 - (5) The capacity in which they were involved: senior Male dancer student, other student, employee, volunteer, or contractor with specific details in terms of the position they held if applicable.
 - (6) Confirmation that Philip Heerema was present at the Young Canadians while they were a student, contractor, employee or volunteer;
 - (7) If the claim is being made by the Executor of the Estate of a Class Member, the claim must include evidence satisfactory to the Claims Administrator of the death of the Class Member, and the Executor's appointment.
- (F) The Claims Administrator shall not disclose the identities of any Claimants to anyone other than Class Counsel.

1.2 Student Compromised Experience Claimant

- (A) Should a Claimant be seeking payment as a Student Compromised Experience Claimant, they will only be required to fill out the Claims Form and nothing further will be required

to review and assess the Claim, unless the Claims Administrator requires additional information. In those circumstances, the Claims Administrator will contact the Claimant to obtain that information.

- (B) Only Claimants who were Senior Student Class Members shall be eligible as a Student Compromised Experience Claimant.

1.3 Student Compromised Experience Enhanced Impact Claimant

- (A) Should a Claimant be seeking payment as a Student Compromised Experience Enhanced Impact Claimant, in addition to completing the Claims Form, they will be required to submit additional documentation (**Additional Information**) in the form of a Statutory Declaration (with attachments, where appropriate and if available) in support of their claim for compensation as a Student Compromised Experience Enhanced Impact Claimant.
- (B) The Statutory Declaration may include:
 - (1) Information concerning their observations, knowledge or involvement with other Class Members who were subjected to abuse by Heerema, including:
 - (i) The nature of their observations, including years, locations and circumstances;
 - (ii) The individuals involved;
- (C) The Statutory Declaration must also include details of the effect that their knowledge of Heerema's misconduct have had on the Claimant's life, including at the time of the communication or interaction, and at any time subsequent. This may include details of mental or physical health consequences, effects on relationships with others, effects on employment, or any other experiences that the Claimant connects to the communication or interaction with Heerema.
- (D) The Statutory Declaration must be sworn to the accuracy and truth of its contents.
- (E) Claimants can choose to have the assistance of another lawyer or advisor of their own choosing to assist in the preparation of the Claim Form and/or Additional Information, but they are not required to do so. The assistance of another lawyer or advisor is at the Claimant's own cost.

- (F) The Claims Administrator will provide the Claimant with confirmation of receipt of the claim within seven business days of receiving the claim.
- (G) The Claims Administrator shall consider all claims received by the Claims Deadline (or the discretionary extension to the Claims Deadline) regardless of the form in which the claim is submitted.
- (H) Only Claimants who were Senior Student Class Members shall be eligible as a Student Compromised Experience Enhanced Impact Claimant.

1.4 Claims Form For All Other Categories of Claimants

- (A) Should a Claimant seek compensation from the Points Distribution Settlement Fund under one of the categories set out below, at the same time as submitting the Claim Form, Claimants must submit the additional documentation (**Statutory Declaration**) in the form of a Statutory Declaration (with attachments, where appropriate and if available) in support of their claim for compensation from the Points Distribution Settlement Fund.
- (B) The Statutory Declaration may include:
 - (1) Information, to the best of the Claimant's recollection, about their interactions with Heerema, including:
 - (i) The nature of their relationship with Heerema, if any;
 - (ii) Whether there was any communication, via telephone, text messages or email with Heerema and the general content of those communications;
 - (iii) Whether the Class Member sent or receive any pictures from Heerema where either Heerema or the Class Member were clothed, partially clothed, or unclothed in those pictures;
 - (iv) Whether the Class Member sent or received any sexually suggestive messages from Heerema ;
 - (v) Whether Heerema touched the Class Member and a description of that physical interaction;
 - (vi) Whether the Class Member was clothed, partially clothed or unclothed during those physical interactions;

- (vii) A statutory declaration from any witness that the Class Member told the witness about their interactions with Heerema that was relatively contemporaneous with the communications or physical interactions.
- (C) The Statutory Declaration must also include details of the effect that the communications and interactions with Heerema have had on the Claimant's life, including at the time of the communication or interaction, and at any time subsequent. This may include details of mental or physical health consequences, effects on relationships with others, effects on employment, or any other experiences that the Claimant connects to the communication or interaction with Heerema.
- (D) The Statutory Declaration must be sworn to the accuracy and truth of its contents.
- (E) Claimants can choose to have the assistance of another lawyer or advisor of their own choosing to assist in the preparation of the Basic Claim Form and/or Statutory Declaration, but they are not required to do so. The assistance of another lawyer or advisor is at the Claimant's own cost.
- (F) The Claims Administrator will provide the Claimant with confirmation of receipt of the claim within seven business days of receiving the claim.
- (G) The Claims Administrator shall consider all claims received by the Claims Deadline (or the discretionary extension to the Claims Deadline) regardless of the form in which the claim is submitted.
- (H) The Claims Administrator shall determine whether the Claimant should be applying as a Student Compromised Experience Claimant or a Student Compromised Experience Enhanced Impact Claimant, instead of under the Points Distribution Settlement Fund.

1.5 Identification of Eligible Class Members

- (A) The Claims Administrator will assess all claims received by the Claims Deadline (or the discretionary extension to the Claims Deadline). Assessments will take place as the claims are received to determine if the Claimant is an Eligible Class Member.
- (B) Each Claimant who meets the criteria set out herein will be determined to be an Eligible Class Member and will qualify for some form of compensation from the Settlement Fund, depending on the amount of harm they may have suffered, as set out below.

(C) The Claims Administrator will apply the following process to assess if a Claimant is an Eligible Class Member:

- (1) The claim must have been received by the Claims Deadline (or the discretionary extension to the Claims Deadline);
- (2) The Claimant's name appears on the Class Member List. If the Claimant's name does not appear on the Class Member List, then the Claimant must establish with credible evidence that they attended, volunteered, were employed with or contracted with the Young Canadians during the Class Period. Proof may include a statutory declaration from the Claimant and should include other objective evidence supporting the fact that the Claimant attended the Young Canadians during the Class Period;
- (3) For Claimants seeking compensation as a Student Compromised Experience Claimants, no further information will be required.
- (4) For Claimant seeking compensation as Student Compromised Experience Enhanced Impact Claimants, the information request at Section 1.3(B) and (C) is required.
- (5) For Claimant seeking compensation from all other categories detailed below, the information request at Section 1.4(B) and (C) is required.
- (6) Where required, the Claimant must establish with reasonably credible evidence that they interacted with Heerema during the Class Period. Proof must include the Basic Claim Form, and may include the Statutory Declaration, or any other evidence deemed credible by the Claims Administrator supporting the fact that the Claimant interacted with Heerema while they were involved with the Young Canadians during the Class Period; and
- (7) If the Claims Administrator deems it necessary, they may arrange for a personal interview with the Claimant (or any of their witnesses) to take place by telephone or video conference to assist the Claims Administrator in determining whether the Claimant is an Eligible Class Member.

1.6 Assessment of Claims of Eligible Class Members

(A) The Claims Administrator will notify each Claimant in writing whether or not they have been found to be an Eligible Class Member.

- (B) Any Claimant who is found not to be an Eligible Class Member will have 30-days from the date of the notice to provide further evidence satisfactory to the Claims Administrator demonstrating that they were a student, volunteer, employee or contractor with the Young Canadians during the Class Period, and their direct or indirect interaction with Heerema (as applicable). Failure to provide such evidence within the 30-day period will result in the Claimant being conclusively excluded from being an Eligible Class Member.
- (C) Where a Claimant is not seeking compensation as a Student Compromised Experience Claimant or a Student Compromised Experience Enhanced Impact Claimant, once the Claims Administrator or Claims Evaluator has determined that the Claimant is an Eligible Class Member and if the Claimant seeks a payment from the Points Distribution Settlement Fund, then the Claims Administrator or Claims Evaluator will assess the Claimant's claim as a whole, and will assign points to the claim on a scale from 1 – 10, as set out below.
- (D) If the Claims Administrator or Claims Evaluator deems it necessary, they may arrange for a personal interview with the Claimant to take place by telephone or video conference to assist the Claims Administrator or Claims Evaluator in gaining a holistic understanding of the Claimant's experience and resulting harms, for the purpose of allocating the number of points appropriate for the harms suffered by the Eligible Class Member.
- (E) The Claims Administrator or Claims Evaluator may also request additional information from the Claimant if they conclude that a decision cannot be reasonably made about points allocation without additional information. The additional information may be provided by the Claimant in writing, through additional documentation or witness statements, or through a personal interview to take place by telephone or video conference. Class Counsel may attend to assist the Claims Administrator or Claims Evaluator. In addition, a lawyer or advisor of the Claimant's own choosing may attend the personal interview to assist the Claimant in establishing their claim (at the Claimants' own cost).
- (F) If an Eligible Class Member's claim for a payment from the Net Settlement Fund is disallowed, the Claims Administrator will provide reasons in writing for rejecting the claim to the Claimant, as soon as the claim has been determined. The Claimant will have until 30 days after the expiry of the Claim Period to provide additional information to the Claims Administrator in support of their claim for a payment from the Net Settlement Fund, or such further time as may be allowed by the Claims Administrator in its sole discretion. In no case shall the extension of time to provide additional information exceed 30 days from the expiry of the Claim Period.

- (G) The Claims Administrator will notify in writing each Eligible Class Member who has made a claim for payment from the Net Settlement Fund the total points awarded in respect of their claim.
- (H) If an Eligible Class Member disagrees with the points awarded for their claim, they will have until 30 days after the expiry of the Claim Period to provide additional information to the Claims Administrator in support of their claim, or such further time as may be allowed by the Claims Administrator in its sole discretion. In no case shall the extension of time to provide additional information exceed 30 days from the expiry of the Claim Period.
- (I) The Claims Administrator or Claims Evaluator shall take into consideration such further information as may be provided by a Claimant to reconsider their eligibility for a payment from the Net Settlement Fund, and/or the total points awarded for their claim.
- (J) At the end of the Claim Period and any extensions of time granted to provide further submissions in support of a request for reconsideration, and as soon as possible after all reconsiderations are completed, the Claims Administrator shall distribute all the funds in the Net Settlement Fund to the Eligible Class Members as set out below.
- (K) Should an Eligible Class Member challenge a decision of the Claims Administrator, the Claims Administrator shall notify Class Counsel of the challenge. Class Counsel and the Claims Administrator shall work together to issue a determination in response to the challenge. Such determination shall be final and binding and not subject to appellate review. Should Class Counsel deem it necessary, it may, in its sole discretion seek the advice and direction of the Supervisory Justice. Any advice and direction made by the Supervisory Justice shall be final and binding and not subject to appellate review.

1.7 Appointment of Claims Evaluators

- (A) Throughout this Settlement Agreement the term Claims Administrator and Claims Evaluator are used interchangeably to describe Epiq.
- (B) The Claims Administrator has overall responsibility for deciding if a Claimant is an Eligible Class Member and the point allocation for the level of harm that they have suffered.
- (C) The Claims Administrator may designate Claims Evaluators to assist in reviewing and assessing Class Members' claims. The Claims Evaluators shall be entitled to be remunerated for each claim assessed. The rate of remuneration shall be set by the Claims Administrator and approved by Class Counsel, and is payable as part of the costs of the settlement administration.

- (D) It is preferred, but not required, that Claim Evaluators have had legal training. They must be compassionate individuals who have experience dealing with survivors of trauma, and have an understanding of the restorative principles underlying this Claims and Distribution Protocol. Claim Evaluators must have very good written and verbal communication skills and have experience exercising discretion in a decision- making process.
- (E) Claims Evaluators must act in good faith, not in a conflict of interest and must swear a statutory declaration committing to maintain all information that they receive in the utmost confidence. The Claims Administrator shall have full discretion to discharge and replace any Claims Evaluator who is not acting in keeping with the claims evaluation criteria or the spirit of the Claims and Distribution Protocol.
- (F) The Claims Administrator will review each decision of the Claims Evaluators for reasonableness before the decision is communicated to the Claimant.

SECTION 2 - DISTRIBUTION OF NET SETTLEMENT FUNDS

- (A) The Net Settlement Funds are the Settlement Fund, inclusive of all accrued interest, and after deduction of the court approved Class Counsel fees, disbursements, any Honoraria payable to the Representative Plaintiff or others, and all costs of the Administration of the Settlement.
- (B) The Claims Administrator will distribute the Net Settlement Funds in the following order.

2.1 Student Compromised Experience Claimants

- (A) If the Eligible Class Member was a Senior Student Class Member during the Class Period and did not have direct harmful conduct with Philip Heerema, but their Young Canadians experience was tarnished, they will receive a set payment of \$500.
- (B) Payments shall be made by electronic transfer whenever possible.

2.2 Student Compromised Experience Enhanced Impact Claimants

- (A) If the Eligible Class Member was a Senior Student Class Member during the Class Period did not have direct harmful conduct with Heerema, but they observed or were otherwise aware of improper conduct or had close friends who were affected, and have since experienced feelings of guilt, depression or otherwise negatively impacted mental health they will receive a set payment of \$1,500.
- (B) Payments shall be made by electronic transfer whenever possible.

2.3 The Balance of the Settlement Fund and the Remaining Eligible Class Members

- (A) The Points Distribution Settlement Fund shall comprise the remainder of the Net Settlement Fund after payment of Class Counsel's fees, disbursements, any Honoraria approved by the Court, any taxes payable on interest earned by the Settlement Fund, and the Administration Expenses, and less the payment to the Student Compromised Experience Claimants and the Student Compromised Experience Enhanced Impact Claimants.
- (B) The Claims Administrator and the Claim Evaluators will assess each Eligible Class Member's Claim to determine the number of points allocable to their claim.
- (C) Points will be allocated on the following basis:
 - (1) If the Eligible Class Member experienced penetrative sexual activities by Heerema, including some or all of the following: oral sex, digital penetration, and anal sex: 10 points.
 - (2) If the Eligible Class Member experienced sexual stimulation by or with Heerema, including some or all of the following: masturbation in Heerema's presence (whether in person or over video or telephone) and mutual masturbation with Heerema: 8 points.
 - (3) If the Eligible Class Member experienced physical interactions with a sexual purpose with Heerema, including some or all of the following: touching with a sexual purpose or intention, participation in nude or partially nude activities with physical contact, fondling, genital contact, groping, and sexual massages: 6 points.
 - (4) If the Eligible Class Member received from Heerema, or was solicited by Heerema and did provide sexualized photography, pornography, or nude photographs: 3 points.
 - (5) If the Eligible Class Member experienced sexualized interactions with Heerema but without direct physical contact, including some or all of: witness to sexualized activities, witness to sexualized comments, witness to sexualized language, inappropriate personal questions, focused and unwanted attention, voyeurism, sexual advances, invitation to sexual touching: 1 point.
- (D) For each category detailed above, the Claims Administrator will consider the impact of the harm suffered by the Eligible Class Member, and in their sole discretion may, allocate

one to three additional points based on the degree of harm suffered by the Eligible Class Member.

- (E) The Claims Administrator shall consider the following when determining whether, in their sole discretion to allocate an additional a point to an Eligible Class Member:
 - (1) Impact of the harm may include such things as the Eligible Class Member required psychiatric treatment, or hospitalization, suffering from depression (whether diagnosed as such or not), impacts on the ability to carry on the functions of daily living, nightmares, lack of self-esteem, excessive use of or alcohol or drug dependency, or similar, suicidal ideations (or prior attempts), difficulty in dealing with male authority figures, affects on family relationships or employment, general anxiety related to their experience with Heerema.
- (F) The Claims Administrator and Claims Evaluators will have full discretion to determine the level of harm each Eligible Class Member has endured.
- (G) Each Eligible Class Member will be assigned to only one of the five categories described above, to whichever category has the highest number of points.
- (H) Once all Eligible Class Members' claims for a payment from the Settlement Fund have been finally assessed and the points allocated, the Claims Administrator will disburse the Points Distribution Settlement Fund by dividing the total number of points allocated to all Eligible Class Members who made such claims into the total Points Distribution Settlement Fund to determine the value of one point, and then paying the value of the total points awarded to each Eligible Class Member accordingly.

For greater clarity, and by way of example, if the Points Distribution Settlement Fund totals \$5,000,000, and 500 points in total are awarded, then each point will have a value of \$10,000, so that each Eligible Class Member awarded 5 points would be paid \$50,000, each Eligible Class Member awarded one point would be paid \$10,000, and so forth.

- (I) Payments shall be made by electronic transfer whenever possible.

2.4 The Cy-près Distribution

- (A) If, six months following the completion of the distribution of the Net Settlement Fund to all Eligible Class Members there are distributed Net Settlement Fund payments which collectively amount to \$10,000 or less which have become stale dated without being

cashed, or electronic fund transfer which were not accepted, then such amounts remaining in the Net Settlement Fund shall be paid cy-près to the Luna Child and Youth Advocacy Center, a Calgary based organization that provides support to children and their families who have been impacted by child abuse, or a similar organization as identified by Class Counsel.

- (B) If, six months following the completion of the distribution of the Net Settlement Fund to all Eligible Class Members there are distributed Net Settlement Fund payments which collectively amount to \$10,001 or more which have become stale dated without being cashed, or electronic fund transfers which were not accepted, then the Claims Administrator shall distribute those remaining funds in accordance with the Points Distribution Settlement Fund set out above.

SCHEDULE G - APOLOGY

The Calgary Stampede and Calgary Stampede Foundation extend this written apology to the members of the class action and their families for the conduct of former Young Canadians employee, Philip Heerema.

As organizations committed to youth achievement, volunteerism, and community, we take our responsibility to provide a safe and caring environment seriously. We acknowledge that we failed class members, we accept responsibility for the harm suffered, and we are sincerely sorry.

Since 2014, the Calgary Stampede and Calgary Stampede Foundation have made significant operational changes through the implementation of new policies and procedures. We have focused on creating an enhanced culture of safety, wellness, and caring. These changes were informed by best-practice research and third-party experts. They are monitored and reviewed regularly. We will continue this important work.

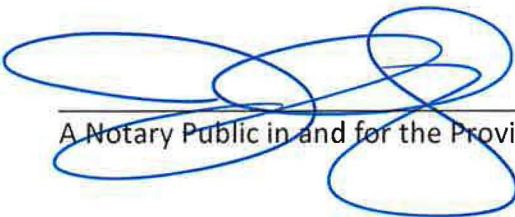
There is more we are doing. As part of our settlement, we are providing trauma-informed training for youth programming leaders and employees. In addition, we are hosting a safety and wellness best practices learning forum with youth-serving organizations in Calgary and surrounding areas. We will also reach out to class members to seek input on these new initiatives, at their option, in a trauma-informed environment.

We commend the class members for their courage in bringing this tragic situation to light and we thank them for driving institutional change that will safeguard against anything similar ever happening again.

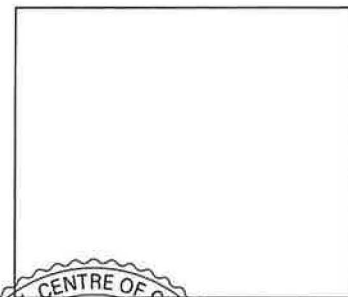
Joel Cowley
Chief Executive Officer
Calgary Stampede

Sarah Hayes
Executive Director
Calgary Stampede Foundation

This is **Exhibit "B"** referred to in the Affidavit of N.B., sworn before me on June 18, 2024.



A Notary Public in and for the Province of Ontario



**FORM 10
[RULE 3.25]**

COURT FILE NUMBER 1701-04755

COURT OF QUEEN'S BENCH OF ALBERTA
JUDICIAL CENTRE CALGARY

PLAINTIFF(S) N.B.

DEFENDANT(S) PHILIP HEEREMA, CALGARY ~~AMENDED AND~~ *Wheaton*
STAMPEDE LIMITED, and CALGARY ~~STAMPEDE~~
FOUNDATION as of Oct 20, 2022
by order dated Oct 14, 2022



DOCUMENT **Brought under the Class Proceedings Act**
^THIRD AMENDED STATEMENT OF CLAIM

ADDRESS FOR SERVICE AND CONTACT INFORMATION OF PARTY FILING THIS DOCUMENT **JENSEN SHAWA SOLOMON DUGUID HAWKES LLP**
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NOTICE TO DEFENDANTS
You are being sued. You are a defendant.
Go to the end of this document to see what you can do and when you must do it.

Statement of facts relied on:

The Parties

1. The Plaintiff, N.B, is an individual who resides in the City of Calgary, in the Province of Alberta.

2. The Defendant, Philip Heerema (“**Heerema**”) is an individual, who was at all relevant times a resident in the City of Calgary, in the Province of Alberta. Heerema was at all relevant times employed by the Calgary Stampede Foundation in various capacities including Business Administrator, Production Manager and as a Production Services Coordinator.

3. The Defendant, Calgary Stampede Foundation (“**Stampede Foundation**”) is a non-profit corporation, registered in Alberta. The Stampede Foundation carries on business in Alberta.
 - 3.1 The Defendant, Calgary Exhibition and Stampede Limited (“Stampede Exhibition”) is a non-profit corporation, registered in Alberta. The Stampede Exhibition carries on business in Alberta.

4. The Stampede Foundation operates the Young Canadians School of the Performing Arts, which is a school that focuses on training youth from the ages 7 – 19 years, in the art of dance, voice and performance (the “School”). The students train and perform throughout the year and hold their largest performance as part of the Grandstand Show during the annual Calgary Stampede.
 - 4.1 The School has been a program of the Stampede Foundation since January 1, 2007. Prior to 2007, the School was a program of the Stampede Exhibition. The Stampede Exhibition transferred the School to the Foundation through a “Transfer, Services Supply Agreement” dated January 1, 2007.

 - 4.2 From 2007 to present, the School is managed as an “activities model” in which Stampede Exhibition personnel manage the School on behalf of the Stampede Foundation. This arrangement was codified in a “Management Agreement” entered into between the Stampede Exhibition and Stampede Foundation dated September 30, 2013.

5. The Stampede Foundation, Stampede Exhibition, and the ^School^ are hereinafter collectively referred to as the “**Young Canadians**”.

Overview of the Claim

6. This claim is brought by the Plaintiff who seeks Court approval to prosecute the Action as a class action on behalf of the proposed class members, as defined below (“**Class**” or “**Class Members**”).
7. The Plaintiff, along with all of the Class Members, were students, employees, contractors or volunteers of the Young Canadians and were subject to sexual exploitation and / or sexual assault by Heerema. This claim is to remedy the harm that was committed by Heerema and the Young Canadians.
8. The Young Canadians provide training for youth through a diverse team of specialists who foster technical development, artistic creation and performance excellence. The program involves group lessons and one-on-one training with the faculty employed by the Young Canadians.
9. After auditioning for the Young Canadians and being accepted into the program, students spend months training in vocal and all types of dance, as well as nutrition and acting classes. Students train for approximately 20 hours per week until they near a performance and then training time is increased substantially. Training is conducted from September until the July performances at the Calgary Stampede. As part of the program, students also perform in a Christmas show and a spring show, which has included travel outside of Calgary, such as to Banff, Alberta and Anaheim, California.
10. The Young Canadians generally employ 5 or 6 adults who are comprised of dance and vocal instructors, a gymnastics teacher and occasionally weight and strength trainers and acting coaches. Senior students of the Young Canadians have close relationships with the instructors and often classes and lessons are between an instructor and a student alone.

11. For the annual spring performance of the Young Canadians, the senior students and faculty, including Heerema would sometimes travel to perform. In February of 2013 and 2014, the spring performance trip was to Disneyland in Anaheim, California. At all relevant times, Heerema was central in organizing the trips taken by the senior students of the Young Canadians. Heerema and other faculty travelled with the students of the Young Canadians on all the trips in the relevant time period. Further, Heerema advised the students, including N.B., that the trips taken by the senior students of the Young Canadians could only happen with Heerema's connections.
12. Heerema's involvement with the students of the Young Canadians was primarily focused on the senior students. At the beginning of the performance year, Heerema was tasked by the Young Canadians and responsible for reviewing the code of conduct with the students, which addressed, among other things, faculty and student interactions. Heerema was frequently at the Young Canadians facility during rehearsals and would attend at the end of rehearsals to give the students announcements and information regarding schedules, fundraising and other administrative matters for the Young Canadians. The faculty and administration of the Young Canadians promoted Heerema to the students, parents and other parties as a fundamental member of the Young Canadians and even promoted December 13, 2013 as "Phil Heerema Appreciation Day" on the Young Canadians Facebook webpage and otherwise, and asked the students of the Young Canadians to sign a book for Heerema to express their gratitude for the work Heerema did for the Young Canadians (the "**Appreciation Book**").

The Class Members

13. The Plaintiff brings this Action on his own behalf and on behalf of the proposed Class Members, ^all individuals who were male, or identified as male, and were students, employees, contractors, or volunteers of the Young Canadians between August 1, 1987 to January 31, 2014 (the "**Class**" or "**Class Members**").

14. There are an estimated 120 students alone in the Young Canadians organization each year.
15. There have been criminal proceedings commenced against Heerema for sexually exploitive acts that occurred in respect of ^eight Class Members between 1992 and 2014. As a result of those ^eight complaints, Heerema was charged with: 4 counts of sexual assault, 4 counts of sexual exploitation of a minor; 4 counts of luring a minor over the internet; 3 counts of making child pornography; 3 counts of accessing child pornography; 2 counts of unlawful confinement; 1 count of possessing child pornography; and 1 count of assault.
16. The Class Members ^include victims of Heerema, who used Young Canadian equipment, facilities and relationships to create opportunities to sexually lure, sexually exploit and sexually assault the Class Members. Heerema sexually lured and sexually exploited the Class Members and in some cases lured Class Members into sexual relations while performing his duties as an employee of the Young Canadians. Heerema manipulated and pressured the Class Members into beginning and continuing inappropriate physical and sexual relationships with him, notwithstanding that most of the Class Members were underage, his students or under his direct supervision, and that he did so for his own gratification in flagrant disregard for his duties as an adult, as a caregiver, supervisor, and as an educator.
17. The Class Members were also victims of the Young Canadians, which failed to provide a safe and secure environment free of sexual exploitation and sexual abuse. The Young Canadians failed to adequately investigate and screen Heerema before he was hired and before he was in contact with the Class Members. The Young Canadians failed to adequately supervise Heerema and failed to establish, implement, or enforce adequate policies, practices or procedures to protect the Class Members against child sexual abuse or exploitation by staff of the Young Canadians. The Young Canadians created or permitted an atmosphere tolerant of inappropriate sexual behaviour by Heerema and failed to adequately investigate and act with respect to Heerema's sexual exploitation

and inappropriate conduct with respect to the Class Members, notwithstanding suspicions or actual knowledge of that conduct.

The Proposed Representative Plaintiff's Circumstances

18. N.B. is the Proposed Representative Plaintiff for the Class Members as described above. N.B. first joined the Young Canadians as a junior student in February, 2008 and became an apprentice male singer in August, 2008. As an apprentice, N.B. was required to train with the Young Canadians from August, 2008 to July, 2009 and to appear in all the Young Canadians performances, being the Christmas, spring and Calgary Stampede Grandstand shows. N.B. was an apprentice student of the Young Canadians from August, 2008 to July, 2011.
19. In August 2011, N.B. auditioned with the Young Canadians to be a senior student, but was not accepted and did not participate in the Young Canadians for the 2011 to 2012 season.
20. In or about May, 2012 Heerema contacted N.B. by sending him a private message on Facebook, to ask N.B. to return to the Young Canadians as a senior student. Based on Heerema's message, in August, 2012 N.B. auditioned and was accepted with the Young Canadians to be a senior male singer student. As a senior male student of the Young Canadians, N.B. participated in the 2012 Christmas show, travelled with the Young Canadians to California in February, 2013, and participated in the July, 2013 Calgary Stampede Grandstand show.
21. In February, 2013, rather than performing in the traditional spring performance, Heerema organized a trip for the senior students of the Young Canadians to attend a performance school and to perform at Disneyland in Anaheim, California.
22. In August, 2013, N.B. auditioned and was accepted into a new division of the Young Canadians to be focused on senior male dancers. N.B. performed with the Young

Canadians in the Christmas, spring and Calgary Stampede Grandstand show, for the 2013 to 2014 season.

23. In early December of 2013, at the direction of staff and faculty of the Young Canadians, N.B., along with the other students of the Young Canadians including some of the Class Members; wrote in the Appreciation Book to express gratitude for the work Heerema did for the Young Canadians for “Phil Heerema Appreciation Day” on December 13, 2013. Heerema was presented with the Appreciation Book on or about December 13, 2013.
24. Following the 2013 Christmas performance, the Young Canadians took a break for the holiday season referred to as the “winter break”. During the winter break, Heerema sent N.B. private messages on Facebook and Apple iMessage, luring N.B. into explicit conversations by stating that private messaging is a good place to share photos and videos. The particulars of such messages included, but were not limited to Heerema complimenting N.B.’s body and stating that there was “a lot [Heerema] would do for [N.B.]” if N.B. asked.
25. On or about the evening of December 31, 2013 to the morning of January 1, 2014, Heerema sent N.B. several messages and Heerema directed N.B. to send him pictures of N.B. both in his underwear and naked. Heerema also sent N.B. pictures of Heerema naked and also suggested that N.B. could visit Heerema’s room when the Young Canadians were on tour and “pose in person” for Heerema. This exchange of messages and pictures between Heerema and N.B. took place between the evening of December 31, 2013 and January 1, 2014.
26. On or about January 7, 2014, Heerema asked N.B. to stay after the rehearsal to talk with him alone. N.B. did not want to be alone with Heerema and told Heerema that he had to go home and do homework; however, Heerema asked N.B. to promise to talk with him privately after the next rehearsal.

27. On or about January 12, 2014, when N.B. was changing out of his practice attire after the Young Canadians' rehearsal, Heerema approached N.B. and told N.B. that he wished to speak privately with N.B. Heerema took N.B. to the vocal studio at the Young Canadians' facility and, when they were alone, Heerema took and held N.B.'s hands in his own. While continuing to hold onto N.B.'s hands, Heerema stated that he would appreciate how "good looking" N.B. was if N.B. sent Heerema a picture of N.B. coming out of the shower. Heerema stated to N.B. that N.B. should find a reason when the Young Canadians were on their trip to Anaheim, California to come to Heerema's room so they could "chat or do whatever".
28. On or about January 27, 2014 Heerema asked N.B. to leave rehearsal and come to Heerema's office. Once Heerema and N.B. were alone in Heerema's office, Heerema said to N.B. that if their Facebook or Apple iMessage conversations were to be shown to anyone, it "would not be good" for Heerema or N.B. Heerema then hugged N.B. before allowing N.B. to leave Heerema's office.
29. On or about January 28, 2014, N.B. and his parents attended at the Sheldon Kennedy Child Advocacy Centre to meet with Calgary Police and report Heerema's conduct.
30. On or about January 31, 2014, the Young Canadians were advised of Heerema's conduct and that Heerema's conduct had been reported to the Calgary Police. Heerema was removed from the Young Canadians facilities and Heerema subsequently resigned from the Young Canadians.
31. Following Heerema's resignation, the Young Canadians failed to adequately contact N.B., the other Class Members or the students to address Heerema's conduct. No reasonable steps were taken by the Young Canadians to provide counselling for the students and the Young Canadians failed to compensate N.B. and the other Class Members for their counselling costs. The Young Canadians did organize a workshop for all current senior and show band students of the Young Canadians, as well as the faculty. An ex-police officer provided a presentation at the workshop on cyberbullying.

The content of the presentation was only focused on advising students that sending sexual pictures of themselves to others could have a lifelong negative impact on the students' lives and did not address anything regarding the allegations against Heerema or about adult sexual exploitation of minors. When N.B. contacted the Young Canadians later in 2014 to ask about the steps being taken to ensure such a situation did not happen again, N.B. was advised that the cyberbullying presentation was the only step that would be taken.

32. Following Heerema's resignation, in the summer of 2014, it came to N.B.'s attention that a former teacher of the Young Canadians, who had previously left the Young Canadians, publicly posted on her Instagram account that she and another faculty member of the Young Canadians had previously advised the Young Canadians that Heerema's conduct toward students was inappropriate. This post on Instagram also stated that the Young Canadians did not take any steps to address the faculty's concerns at that time. The former teacher's post was removed from her Instagram account shortly after it was posted.
33. As a result of Heerema's luring and inappropriate conduct, N.B. suffered and continues to suffer from depression that caused his grades to significantly drop and caused a substantial decline in N.B.'s interest in learning and in participating in recreational activities. N.B.'s depression has impacted all aspect of his life, including his emotional well-being and his social and academic pursuits.
34. N.B. also suffered from depression as a direct result of learning that prior to Heerema's inappropriate conduct toward N.B., the Young Canadians were aware or ought to have been aware that Heerema had engaged in inappropriate conduct and relationships with other Young Canadians students, but took no steps to address Heerema's conduct or protect students from future victimization.

The Sexual Exploitation of the Class Members

35. The Class Members, or any of them, were lured by Heerema in person, by computer and / or by cell phone text messaging to create and exchange sexually explicit messages, photographs and videos. The Class Members were all put at risk as a result of their exposure to Heerema. Heerema used his position of authority to sexually exploit the Class Members and to create and exchange child pornography.
36. Heerema used his position of authority and trust to isolate the Class Members, or any of them, in the facilities of the Young Canadians, or otherwise, to unlawfully confine, sexually assault and incite sexual contact with the Class Members.
37. The Young Canadians failed to supervise Heerema and permitted Heerema to sexually exploit, assault and lure the Class Members. The Young Canadians failed to create, implement and enforce processes or policies to protect the Class Members from Heerema's victimization and permitted Heerema to use the Young Canadians' organization and property to promote and create child pornography and to sexually exploit and assault the Class Members. The Young Canadian put each of the Class Members at risk and in danger by allowing them to be exposed to Heerema.

Heerema's Direct Liability

38. Heerema as an educator, supervisor, and a figure of authority within the Young Canadians organization owed a duty of care to the Class Members to provide a safe and secure environment free of sexual abuse, sexual assault, sexual exploitation and sexual luring.
39. Heerema breached his duty of care to the Class Members, some of the particulars of which include, but are not limited to:
 - (a) Engaging in inappropriate physical and sexual relationships with the Class Members;
 - (b) Abusing his position of trust and authority over the Class Members;

- (c) Sexual assault and sexual exploitation of the Class Members;
- (d) Engaging in sexual luring of the Class Members
- (e) Creating child pornography involving the Class Members;
- (f) Engaging in deception with respect to his inappropriate conduct, and encouraging the Class Members to deceive their parents and others; and
- (g) Such other particulars as may be proven at the Trial of this Action.

40. The Class Members were harmed by Heerema's breach of his duty of care and but for this breach, the Class Members would not have suffered physical and psychological damages, some of the particulars of which include, but are not limited to:

- (a) Post Traumatic Stress Disorder (Rape Trauma Syndrome);
- (b) Flashbacks;
- (c) Anxiety;
- (d) Depression;
- (e) Fear of retaliation and retribution;
- (f) Damaged relationships with family and friends;
- (g) Difficulty in establishing age-appropriate intimate relationships;
- (h) Damaged self esteem;
- (i) Fear of being alone with male authority figures; and
- (j) Such other particulars as may be proven at the Trial of this Action.

41. The Class Members will require ongoing medical, psychiatric and psychological treatment as a result of Heerema's breach of the duty of care he owed to the Class Members and the Class Members have suffered a loss of past and future earning capacity.

42. The harm suffered by the Class Members as a result of Heerema's breaches of his duty of care was proximate, direct and reasonably foreseeable at all material times.

42.1 Further, the particulars as set out in paragraph 39 above include intentional acts committed by Heerema which invaded the Class Members' private affairs or concerns, without lawful justification. Such acts constituted an invasion of privacy that was highly offensive, causing distress, humiliation or anguish among the Class Members.

The Young Canadians' Vicarious Liability

43. The Young Canadians are vicariously liable for the actions of Heerema as detailed above. Specifically, the Young Canadians are vicariously liable because:

- (a) The close relationship between staff, teachers and students at the Young Canadians created or enhanced the risk of sexual abuse and sexual exploitation;
- (b) The nature of Heerema's employment as a coach, an administrator and a production manager; the responsibilities afforded to Heerema, such as reviewing the code of conduct with the Class Members; the supervision of employees, contractors and/or volunteers of the Young Canadians; and the day-to-day contact between Heerema and the Class Members created opportunities for Heerema to abuse his power and authority over the Class Members;
- (c) The opportunities afforded by the Young Canadians to Heerema to foster sexually exploitive relationships by allowing Heerema to have access to office space which would segregate the Class Members from the rest of the students and staff and by allowing Heerema to travel with the Class Members on trips that required the Class Members and Heerema to stay in hotel rooms;
- (d) The close and intimate relationship between Heerema and the Class Members fostered and encouraged by the Young Canadians promoting Heerema as a central employee of the Young Canadians, thereby enhancing his position of

power and authority and creating or enhancing the risk of sexual exploitation and sexual abuse;

- (e) Exposing each of the Class Members to Heerema, thereby exposing each Class Member to the danger and risk that Heerema posed; and
- (f) Allowing Heerema and the Class Members to communicate via email, text messaging or through social media provided additional opportunities to Heerema to foster sexually exploitive relationships.

44. The Young Canadians are vicariously liable for the harm and losses caused as a result of the breaches of duty of care owed to the Class Members by Heerema.

The Young Canadians' Direct Liability

45. At all material times, the Young Canadians owed a duty of care to the Class Members to provide a safe and secure environment free of sexual exploitation and sexual abuse, in accordance with the high standard of care expected of a school of performing arts.

45.1 Further, each year the Class Members were presented with the Young Canadians Official Student Handbook (the "Handbook") setting out information, responsibilities and obligations required by both students and the Young Canadians, including the code of conduct. The Handbook was reviewed and signed by the Class Members. It was an express and/or implied term of these contracts with the Young Canadians that the Young Canadians would take all reasonable steps to safeguard the safety, security and well-being of the Class Members while attending the Young Canadians school (the "Contract").

45.2 The Young Canadians breached their duty of care to the Class Members and the Contract, some particulars of which include:

- (a) Failing to adequately investigate and screen Heerema before he was hired;

- (b) Failing to adequately investigate and screen Heerema before he was promoted and in contact with the Class Members;
- (c) Failing to adequately supervise Heerema;
- (d) Allowing Heerema to interact with the Class Members and exposing the Class Members to Heerema, including placing Heerema in a position of authority and supervision over the Class Members, thereby placing them at risk and in danger;
- (e) Allowing or directing that Heerema be responsible for advising and explaining to the students, including the Class Members, the conduct of conduct;
- (f) Ignoring the warning signs of improper sexually exploitive conduct engaged in by Heerema with respect to the Class Members;
- (g) Failing to reasonably investigate and act with respect to Heerema's sexual exploitation and inappropriate conduct with respect to the Class Members, notwithstanding suspicions or actual knowledge of such conduct;
- (h) Creating or permitting ^{an} atmosphere tolerant of inappropriate sexual behaviour by people in positions of authority over students and the Class Members;
- (i) Failing to establish, implement, or enforce adequate policies, practices or procedures to protect against sexual abuse or exploitation by staff and people in positions of authority in the Young Canadians organization;
- (j) Failing to have proper procedures and safeguards in place to ensure that the Young Canadians' policies, practices and procedures were followed by Heerema; and
- (k) Such further and other breaches of duty of care as may be proved at the Trial of this Action.

46. The Young Canadians had actual knowledge of Heerema's inappropriate conduct, allegations of sexual assault and sexual exploitation with respect to some of the Class Members as a result of one or more complaints made by one or more faculty members of the Young Canadians. Notwithstanding this actual knowledge, the Young Canadians failed to adequately investigate Heerema's conduct, failed to supervise Heerema adequately or at all, and failed to protect the Class Members from Heerema.

Breaches of Fiduciary Duty

47. Heerema was in a position of trust and authority over the Class Members, as their coach, supervisor, program director and an administrator of the Young Canadians, and he abused that trust and authority and sexually lured, sexually assaulted and sexually exploited the Class Members for his own gratification. Further, Heerema created child pornography by obtaining and retaining photographs and videotapes of some or all of the Class Members.
48. The Defendants, or any combination of them, owed a fiduciary duty to the Class Members to provide a safe and secure work and educational environment free of sexual abuse and sexual exploitation, in accordance with the high standard of care expected of a performing arts educational institution. This fiduciary duty arises from the discretion and power of the Defendants over the Class Members, and some of their particularly vulnerable status as students under the age of 18. The Defendants breached their fiduciary obligations to the Class Members, some of the particulars of which include:
49. With respect to Heerema:
- (a) Engaging in inappropriate physical and sexual relationships with Class Members;
 - (b) Engaging in sexual luring of Class Members;
 - (c) Abusing his position of trust and authority over the Class Members;
 - (d) Sexual assault and exploitation of the Class Members;
 - (e) Creating child pornography involving Class Members;

- (f) Engaging in deception with respect to his inappropriate conduct, and encouraging the Class Members to deceive their parents and others.
50. With respect to the Young Canadians:
- (a) Failing to adequately investigate and screen Heerema before he was hired;
 - (b) Failing to adequately investigate and screen Heerema before he was promoted and in contact with the Class Members;
 - (c) Failing to adequately supervise Heerema;
 - (d) Allowing Heerema to interact with the Class Members and exposing the Class Members to Heerema, thereby placing them at risk and in danger;
 - (e) Ignoring the warning signs of improper sexually exploitive conduct engaged in by Heerema with respect to the Class Members;
 - (f) Failing to investigate and act with respect to Heerema's sexual exploitation and inappropriate conduct with respect to the Class Members, notwithstanding suspicions or actual knowledge of that conduct;
 - (g) Creating or permitting a school atmosphere tolerant of inappropriate sexual behaviour by people in positions of authority over students and the Class Members;
 - (h) Failing to establish, implement, or enforce adequate policies, practices or procedures to protect against child sexual abuse or exploitation by staff and people in positions of authority in the Young Canadians;
 - (i) Failing to have proper procedures and safeguards in place to ensure that the Young Canadians' policies, practices and procedures were followed by Heerema; and
 - (j) Such further and other breaches of fiduciary duty as may be proved at the Trial of this Action.
51. As a result of the breaches of fiduciary duty owed by the Defendants to the Class Members, the Class Members suffered severe and permanent physical and psychological damage, some of the particulars of which include, but are not limited to:
- (a) Post Traumatic Stress Disorder (Rape Trauma Syndrome);
 - (b) Flashbacks;

- (c) Anxiety;
 - (d) Depression;
 - (e) Fear of retaliation and retribution;
 - (f) Damaged relationships with family and friends;
 - (g) Difficulty in establishing age-appropriate intimate relationships;
 - (h) Damaged self esteem; and
 - (i) Fear of being alone with male authority figures.
52. The Class Members will require ongoing medical, psychiatric and psychological treatment as a result of the sexual assaults and/or sexual exploitation intentionally perpetrated by the Defendants.
53. As a result of the intentional sexual assaults, sexual exploitation and breaches of fiduciary duties, as described herein, the Class Members have suffered a loss of past and future earning capacity.

Effect of the Defendants' Conduct

54. The Young Canadians and Heerema held themselves out as an educational institution providing its students with the opportunity to train in dance, voice and performance with a professional faculty in a safe environment.
55. In contravention of those representations, the Young Canadians and Heerema permitted an unsafe, and sexually exploitive environment to develop, resulting in the numerous breaches detailed above.
56. As a result of the intentional sexually exploitive acts and breaches of duty detailed above, the Class Members have suffered and will continue to suffer physical and psychological trauma, and financial loss and damages.

57. As a direct and sole result of the matters described herein, the Class Members have incurred and will continue to incur losses and damages, some of the particulars of which include, but are not limited to:
- (a) General damages for pain and suffering and loss of amenities of life;
 - (b) Past and future loss of income and loss of earning capacity in an amount to be determined at the Trial of this action;
 - (c) Out-of-pocket expenses associated with past and future care and treatment, tutoring and education in an amount to be determined at the Trial of this action;
 - (d) Cost of future care expenses, including costs for therapy, counselling, tutoring and education in an amount to be determined at the Trial of this action; and
 - (e) Such further and other losses as may be proved at the Trial of this action.

A Class Proceeding is Appropriate

58. The Class Members as individuals cannot match the resources of the Young Canadians. The individual claims of some individual Class Members would not be economical to pursue individually. The Class Members would be denied access to justice in the absence of a class proceeding.
59. It is unlikely that, in these circumstances, an individual could or would seek prospective relief to deter future misconduct by the Defendants. The Young Canadians is sufficiently large and well-resourced that an individual lawsuit would be unlikely to have a significant impact on its behaviour.
60. The allegations regarding the Defendants' breaches of the duties owed to the Class Members are common to the claims of the proposed Class Members. Determination of the nature and extent of the duties owed are common to the claims made.
61. In addition, the following are common issues to the claims of the proposed Class Members:

- (a) The Young Canadians failing to adequately investigate and screen Heerema before he was hired and before he was in contact with students, employees, contractors and volunteers of the Young Canadians;
 - (b) The improper or inadequate supervision of Heerema;
 - (c) The Young Canadians creating or permitting a work and school atmosphere that was tolerant of inappropriate sexual behaviour by people in positions of authority;
 - (d) The Young Canadians failing to adequately establish, implement or enforce policies, practices or procedures to protect its students, employees, contractors and volunteers against sexual abuse or exploitation by people in positions of authority; and
 - (e) Determining the nature and extent of the Young Canadian's failure to screen and supervise Heerema and put in place policies and safeguards to protect the Class Members.
62. Heerema's sexually exploitive conduct should have been apparent or readily discoverable to the Young Canadians. There were sufficient warning signs, rumours or complaints about Heerema that the Young Canadians ought to have been aware of, or at the very least conducted an investigation into, at which time Heerema's inappropriate conduct would have become abundantly clear. The Young Canadians could have taken the appropriate remedial steps to protect the Class Members from Heerema, thus preventing further inappropriate conduct and abuse. Determination of when the Young Canadians should have reasonably discovered Heerema's conduct and put an end to his exposure to the Class Members is a common issue to all of the claims of the proposed Class Members.
63. Whether the actions of the Defendants merit an award of punitive damages is a common issue that can be determined on a common basis.
64. The proposed Representative Plaintiff can fairly and adequately represent the interests of the Class Members.

65. The proposed Representative Plaintiff and the Class Members propose that the Trial of the common issues take place at the Court House in the City of Calgary, in the Province of Alberta.
66. The proposed Representative Plaintiffs and Class Members plead and rely on the *Class Proceedings Act*, SA 2003, c C-16.5 and the *Alberta Rules of Court*, Alta Reg 124/2010.

Remedy sought:

67. The Representative Plaintiff and Class Members seek:
 - (a) An order certifying this Action as a class proceeding and appointing the Plaintiff as the representative of a class to be certified by the Court;
 - (b) General damages for the Class Members in an amount to be determined by this Honourable Court;
 - (c) Special damages, loss of income, future loss of income and cost of future care in an amount to be determined by this Honourable Court;
 - (d) Special damages in trust for the parents or other individuals who incurred expenses for the past and future care and treatment, tutoring and education of the Class Members, in an amount to be determined by this Honourable Court;
 - (e) Punitive and exemplary damages in an amount to be determined by this Honourable Court;
 - (f) An order, pursuant to s. 30 of the Class Proceedings Act, RSA 2003, c C-16.5 directing an aggregate monetary award;
 - (g) An order, pursuant to s. 32 of the Class Proceedings Act, RSA 2003, c C-16.5 allowing for the use of standard claim forms or other documentary evidence or such other procedure as warranted under the circumstances;
 - (h) An order that the damages be paid by the Defendant into a common fund and distributed to the Class Members in an appropriate manner as directed by the Court;
 - (i) Pre-judgment and post-judgment interest;
 - (j) Any applicable Goods and Services Tax;
 - (k) The costs of this Action on a substantial indemnity basis;

- (l) The costs of administering the plan of distribution of the recovery in this Action;
and
- (m) Such further and other relief as may be required and as this Honourable Court deems to be just.

NOTICE TO THE DEFENDANT(S)

You only have a short time to do something to defend yourself against this claim:

20 days if you are served in Alberta

1 month if you are served outside Alberta but in Canada

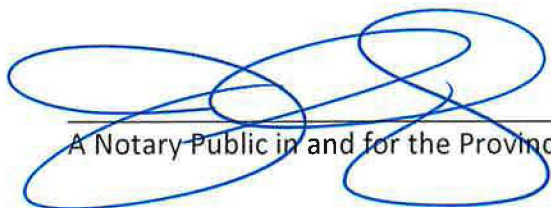
2 months if you are served outside Canada.

You can respond by filing a statement of defence or a demand for notice in the office of the clerk of the Court of Queen's Bench at CALGARY, Alberta, AND serving your statement of defence or a demand for notice on the plaintiff's(s') address for service.

WARNING

If you do not file and serve a statement of defence or a demand for notice within your time period, you risk losing the law suit automatically. If you do not file, or do not serve, or are late in doing either of these things, a court may give a judgment to the plaintiff(s) against you.

This is **Exhibit "C"** referred to in the Affidavit of N.B., sworn before me on June 18, 2024.



A Notary Public in and for the Province of Ontario

SETTLEMENT AGREEMENT

Dated the *26* day of July, 2023

Between:

N.B. in his personal capacity and in his capacity as the Representative Plaintiff on behalf of the certified **Class**

-and-

Calgary Exhibition and Stampede Limited and Calgary Stampede Foundation

(collectively, the **"Parties"**)

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SCHEDULE "A" -- Notice of Settlement Agreement Approval Order

SCHEDULE "B" -- Plan of Notice

SCHEDULE "C" -- Notice of Settlement Agreement Approval Hearing

SCHEDULE "D" -- Settlement Agreement Approval Order

SCHEDULE "E" -- Settlement Agreement Approval Notice

SETTLEMENT AGREEMENT

Subject to the approval of the Court as provided herein, the Parties hereby stipulate and agree that, in consideration of the promises and covenants set forth in this Settlement Agreement, and upon the granting of the Settlement Agreement Approval Order referred to below, the Certified Common Issues in this Action will be settled subject to the terms and conditions contained herein.

SECTION 1 - RECITALS

- I. A class proceeding, Alberta Court of King's Bench Court File No. 1701-04755, was commenced on April 5, 2017;
- II. The class proceeding was certified on June 10, 2019, including certification of all proposed common issues as set out at Appendix B of the Certification Order, filed on June 24, 2019;
- III. The certified Class is defined as: All individuals who were male, or identified as male, and were students, employees, contractors, or volunteers of the Young Canadians between August 1, 1987 to January 31, 2014;
- IV. The Plaintiff filed an application for summary judgment seeking a determination of the following Certified Common Issues as against the Stampede Defendants [defined herein]: 1 (a)-(d); 3 (a)-(j); 5 (a)-(c); 6 (a)-(c); 7 (a)-(b); 8; and 9; and
- V. The Parties to this Settlement Agreement wish to fully and finally settle, as between these Parties only, all determinations of, and responsibility for, liability relating to Certified Common Issues 1 (a)-(d); 3 (a)-(j); 5 (a)-(c); 6 (a)-(c); 7 (a)-(b); 8 and 9.

SECTION 2 - DEFINITIONS

2.1 Defined Terms

- (A) In this Settlement Agreement, including the Recitals and Schedules hereto:
- (1) **Action** means the class action commenced by N.B. on April 5, 2017, in the Court of King's Bench of Alberta, Court File number 1701-04755, as amended.
 - (2) **Certified Common Issues** means the certified common issues set out in Appendix B of the Certification Order granted by the Court on June 10, 2019, and filed on June 24, 2019.

- (3) **Class** means all individuals who are male or identified as male, and were students, employees, contractors, or volunteers of the Young Canadians between August 1, 1987, to January 31, 2014.
- (4) **Class Counsel** means Jensen Shawa Solomon Duguid Hawkes LLP.
- (5) **Class Member** means a member of the Class.
- (6) **Class Period** means August 1, 1987 to January 31, 2014.
- (7) **Counsel for the Stampede Defendants** means Borden Ladner Gervais LLP.
- (8) **Court** means the Court of King's Bench of Alberta [previously the Court of Queen's Bench of Alberta].
- (9) **Notice** means, as applicable, the Notice of Settlement Agreement Approval Hearing or the Settlement Agreement Approval Notice.
- (10) **Notice of Settlement Agreement Approval Application** means an application brought by the Plaintiff before the Court for an order approving:
- (i) Notice of Settlement Agreement Approval; and
 - (ii) The deadline for any objections to the Settlement Agreement.
- (11) **Notice of Settlement Agreement Approval Application Hearing** means the hearing of the Notice of Settlement Agreement Approval Application by the Court on _____, at _____, in Calgary, Alberta or on such other date(s) as may be scheduled for that purpose.
- (12) **Notice of Settlement Agreement Approval** means the notice, substantially in the form attached hereto as Schedule "C", as may be amended and approved by the Court at the Notice of Settlement Agreement Approval Application Hearing or otherwise as a result of Notice of Settlement Agreement Approval Application, and which describes essential terms of this Settlement Agreement.
- (13) **Notice of Settlement Agreement Approval Order** means the order issued by the Court as a result of the Notice of Settlement Agreement Approval Application, which, amongst other things:
- (i) Approves the Notice of Settlement Agreement Approval; and

- (ii) Sets the deadline for any objections to the Settlement Agreement by Class Members.

substantially in the form attached hereto as Schedule "A".

- (14) **Objection** means a written objection of a Class Member to this Settlement Agreement.
- (15) **Objection Deadline** means _____ or such other date as directed by the Court.
- (16) **Parties** means the parties to this Settlement Agreement or, if used in the singular, any one of them.
- (17) **Philip Heerema** means the individual Defendant in this Action, Philip Heerema.
- (18) **Plaintiff** means the representative plaintiff, N.B.
- (19) **Plan of Notice** means, per each time an issuance of a Notice is required in the manner set out at Schedule "B" attached hereto, as may be directed by the Court.
- (20) **Recitals** means the recitals set forth above in Section 1.
- (21) **Schedules** means the schedules attached hereto.
- (22) **Settlement** means the settlement reflected in this Settlement Agreement.
- (23) **Settlement Agreement** means this agreement, including the Recitals and Schedules hereto.
- (24) **Settlement Agreement Approval Application** means an application brought by the Plaintiff before the Court for an order approving:
 - (i) This Settlement Agreement; and
 - (ii) The form and content of the Settlement Agreement Approval Notice.
- (25) **Settlement Agreement Approval Hearing** means the hearing of the Settlement Agreement Approval Application by the Court on _____, at _____ in Calgary, Alberta or on such other date(s) as may be scheduled for that purpose.

- (26) **Settlement Agreement Approval Notice** means the notice, substantially in the form attached hereto as Schedule "E", as may be amended and approved by the Court at the Settlement Agreement Approval Hearing or otherwise as a result of the Settlement Agreement Approval Application.
- (27) **Settlement Agreement Approval Order** means the order issued by the Court, which, amongst other things:
- (i) Approves the Settlement Agreement; and
 - (ii) Approves the form and content of the Settlement Agreement Approval Notice
- substantially in the form attached hereto as Schedule "D".
- (28) **Stampede Defendants** means Calgary Exhibition and Stampede Limited and Calgary Stampede Foundation.

SECTION 3 - RESPONSIBILITY FOR LIABILITY

3.1 Acceptance of Responsibility for Liability

- (A) The Stampede Defendants accept responsibility for all liability in respect of Certified Common Issues 1 (a)-(d); 3 (a)-(j); 5 (a)-(c); 6 (a)-(c); 7 (a)-(b); and 8.
- (B) It is expressly agreed that resolution of liability pursuant to this Settlement Agreement is isolated only to findings of liability in connection with Certified Common Issues 1 (a)-(d); 3 (a)-(j); 5 (a)-(c); 6 (a)-(c); 7 (a)-(b); and 8, and does not provide for any determination of the quantum of damages, which will be dealt with either by way of damages assessments, trial(s) of individual issues, or negotiated resolution by or between the Parties.
- (C) The Stampede Defendants agree that this Settlement Agreement is determinative of all aspects of liability and no arguments in respect of contributory negligence, apportionment of liability or otherwise can be advanced by the Stampede Defendants during or in connection with any damages assessments, or trials of individual issues, or negotiated resolution relating to quantum.

3.2 Agreement to Pay Damages

- (A) The Stampede Defendants agree that they will pay 100% of all damages that are awarded, determined, agreed upon, or otherwise assessed in favour of the Class in respect of Certified Common Issues 1 (a)-(d); 3 (a)-(j); 5 (a)-(c); 6 (a)-(c); 7 (a)-(b); and 8.

SECTION 4 - REMOVAL OF PUNITIVE DAMAGES ALLEGATIONS

4.1 Punitive Damages Allegations Against the Stampede Defendants

- (A) The Plaintiff, on his own behalf and on behalf of the Class, agrees that they will not seek punitive damages from the Stampede Defendants, and that Certified Common Issue 9 is resolved on the basis that the claim for punitive damages against the Stampede Defendants is withdrawn.
- (B) The Plaintiff further agrees to apply to the Court, within thirty [30] days of the Approval Order being granted, without costs to any party, to amend paragraph 67(e) in the Third Amended Statement of Claim as follows:
- (e) Punitive and exemplary damages in an amount to be determined by this Honourable Court, only as against the Defendant, Philip Heerema.

SECTION 5 - CASE MANAGEMENT

5.1 Case Management Justice

- (A) The Parties acknowledge that the Action remains under case management, with Honourable Justice A. Woolley being the currently assigned case management justice.

5.2 Scheduled Hearing Date

- (A) The Parties will seek to maintain the July 26, 2023 hearing date, currently scheduled before Justice Woolley for the extant summary judgment application, for the purpose of establishing a process with respect to:
- (1) The Notice of Settlement Agreement Approval Application;
 - (2) The Approval Application; and
 - (3) Addressing damages assessments or individual trials for the Class/Class Members, arising from Certified Common Issues 1 (a)-(d); 3 (a)-(j); 5 (a)-(c); 6 (a)-(c); 7 (a)-(b); and 8, which may include setting deadlines for the provision of

documentary disclosure and evidentiary discovery, including oral examinations of the individual Class Members, as applicable.

SECTION 6 - MEDIATION OR JUDICIAL DISPUTE RESOLUTION

6.1 Agreement to Engage in Mediation or Judicial Dispute Resolution

- (A) The Parties agree that they will engage in a 2-day private mediation or a judicial dispute resolution with a mutually agreeable mediator or Justice (as the case may be), prior to October 31, 2023, subject to availability of an agreeable mediator or Justice, for the sole purpose of determining whether the Parties can agree to damages arising from Certified Common Issues 1 (a)-(d); 3 (a)-(j); 5 (a)-(c); 6 (a)-(c); 7 (a)-(b); and 8.

SECTION 7 - COSTS TO DATE

7.1 Costs of the Action to Date and Costs of the Summary Judgment Application

- (A) Costs of the Action to date and the Summary Judgment Application are payable by the Stampede Defendants, in an amount to be determined. The Parties agree that such costs will be negotiated between the Parties or determined by the Court at a later date, pursuant to the *Rules of Court*, Alta Reg 124/2010.
- (B) Once the costs are agreed to or otherwise determined, the costs are payable by the Stampede Defendants forthwith.

SECTION 8 - NOTICE OF SETTLEMENT AGREEMENT APPROVAL APPLICATION AND NOTICE

8.1 Notice of Settlement Agreement Approval Application

- (A) The Plaintiff will bring the Notice of Settlement Agreement Approval Application before the Court as reasonably soon as possible following full execution of this Settlement Agreement.
- (B) The Defendants shall consent to the Notice of Settlement Agreement Approval Order, provided that it is substantially similar to the form attached as Schedule "A" hereto.
- (C) The Parties agree not to appeal the Notice of Settlement Agreement Approval Order.

8.2 Notice of Settlement Agreement Approval

- (A) Upon the granting of the Notice of Settlement Agreement Approval Order, Class Counsel shall cause the Notice of Settlement Agreement Approval Hearing to be disseminated to

Class Members in accordance with the Plan of Notice, with the full assistance and cooperation of the Stampede Defendants, and subject to any amendment or additional direction of the Court.

- (B) The Stampede Defendants shall be responsible for all costs, disbursements and expenses (excluding legal fees) to disseminate the Notice of Settlement Agreement Approval Hearing.

SECTION 9 - OBJECTIONS

9.1 Deadline for Objection and Submission of Objection

- (A) Any Class Member who wishes to object to the Settlement must provide their Objection to Class Counsel by the Objection Deadline.
- (B) An Objection shall be deemed not to have been submitted unless and until it is actually received by Class Counsel.
- (C) The Objection Deadline will not be extended unless the Court orders otherwise.

9.2 Form of Objection

- (A) An Objection must contain the Class Member's name, date of birth, address, phone number, and a brief explanation for the Objection to this Settlement Agreement.

9.3 Late Objections

- (A) Objections received after the Objection Deadline may not be provided to the Court, at the discretion of Class Counsel.

SECTION 10 - SETTLEMENT AGREEMENT APPROVAL APPLICATION AND NOTICE

10.1 Settlement Agreement Approval Application

- (A) The Plaintiff will bring the Settlement Agreement Approval Application before the Court in accordance with its directions.
- (B) The Defendants shall consent to the Settlement Agreement Approval Order, provided that it is substantially similar to the form attached as Schedule "D" hereto.
- (C) The parties agree not to Appeal the Settlement Agreement Approval Order.

10.2 Settlement Agreement Approval Notice

- (A) Upon the granting of the Settlement Agreement Approval Order, Class Counsel shall cause the Settlement Agreement Approval Notice to be disseminated to Class Members in accordance with the Plan of Notice, with the full assistance and cooperation of the Stampede Defendants, and subject to any amendment or additional direction of the Court.
- (B) The Stampede Defendants shall be responsible for all costs, disbursements and expenses to disseminate the Settlement Agreement Approval Notice.

SECTION 11 - TERMINATION OF SETTLEMENT AGREEMENT

11.1 General

- (A) This Settlement Agreement shall, without notice, be automatically terminated if:
 - (1) an order substantially in the form of the Notice of Settlement Agreement Approval Order is not granted by the Court at or arising from the Notice of Settlement Agreement Approval Application Hearing; or
 - (2) the Notice of Settlement Agreement Approval Order is reversed on appeal and the reversal becomes a final order; or
 - (3) an order substantially in the form of the Settlement Agreement Approval Order is not granted by the Court at or arising from the Settlement Agreement Approval Hearing; or
 - (4) the Settlement Agreement Approval Order is reversed on appeal and the reversal becomes a final order.
- (B) In the event the Settlement Agreement is terminated in accordance with its terms:
 - (1) the Parties will be restored to their respective positions prior to the execution of this Settlement Agreement;
 - (2) this Settlement Agreement will have no further force or effect and no effect on the rights of the Parties except as specifically provided for herein; and
 - (3) all statutes of limitation including the application of the time limits in the *Alberta Rules of Court*, applicable to the claims asserted in the Action shall be deemed to have been tolled during the period beginning with the execution of this

Settlement Agreement and ending with the day on which the orders contemplated by sections 8 and 10 are entered.

SECTION 12 - MISCELLANEOUS

12.1 Entire Agreement

- (A) The Settlement Agreement constitutes the entire agreement among the Parties and supersedes all prior and contemporaneous understandings, undertakings, negotiations, representations, promises, agreements, agreements in principle and memoranda of understanding in connection herewith. None of the Parties will be bound by any prior obligations, conditions or representations with respect to the subject matter of the Settlement Agreement, unless expressly incorporated herein. The Settlement Agreement may not be modified or amended except in writing and on consent of all Parties and any such modification or amendment must be approved by the Court.

12.2 Best Efforts

- (A) The Parties shall use their best efforts to implement the terms of the Settlement Agreement.
- (B) The Parties agree that the notices and forms to be used to implement the terms of the Settlement Agreement will be substantially as attached as the Schedules to the Settlement Agreement. The Parties agree to cooperate with each other to make such revisions or changes to the notices and forms as may be required to give full effect to the terms of the Settlement Agreement.

12.3 Ongoing Jurisdiction and Governing Law

- (A) The Settlement Agreement shall be governed by, construed and interpreted in accordance with the laws of the Province of Alberta.
- (B) The Parties agree that the Court shall retain exclusive and continuing jurisdiction over the Action, the Parties and Class Members to interpret and enforce the terms, conditions and obligations under this Agreement, the Pre-Approval Order and the Approval Order.

12.4 Interpretation

(A) In the Settlement Agreement:

- (1) the division of the Settlement Agreement into sections and the insertion of headings are for convenience of reference only and shall not affect the construction or interpretation of the Settlement Agreement;
- (2) the recitals form part of the Settlement Agreement; and
- (3) the terms "the Settlement Agreement", "herein", "hereto" and similar expressions refer to the Settlement Agreement as a whole and not to any particular section or other portion of the Settlement Agreement.

(B) In the computation of time in this Settlement Agreement, except where a contrary intention appears:

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

12.5 Survival

- (A) The representations and warranties contained in the Settlement Agreement shall survive its execution and implementation.

12.6 Negotiated Agreement

- (A) The Settlement Agreement has been the subject of arm's length negotiations and many discussions among the Parties and their counsel. Each of the Parties has been represented and advised by competent counsel, so that any statute, case law, or rule of interpretation or construction that would or might cause any provision to be construed against the drafters of the Settlement Agreement shall have no force or effect. The Parties further agree that the language contained in or not contained in previous drafts of the Settlement Agreement, or any agreement in principle, shall have no bearing upon the proper interpretation of the Settlement Agreement.

12.7 Acknowledgements

- (A) Each Party hereby affirms and acknowledges that:
- (1) the Party's signatory has the authority to bind the Party with respect to the matters set forth herein and has reviewed the Settlement Agreement; and
 - (2) the terms of this Settlement Agreement and the effects thereof have been fully explained to the Party by his or its counsel.

12.8 Authorized Signatures

- (A) Each of the undersigned represents that he is fully authorized to enter into the terms and conditions of, and to execute, this Settlement Agreement on behalf of the Party for whom he is signing.

12.9 Counterparts

- (A) This Settlement Agreement may be executed in counterparts, all of which taken together will be deemed to constitute one and the same agreement, and a signature transmitted by facsimile or email shall be deemed an original signature for the purposes of executing this Agreement.

12.10 Notice

- (A) Where the Settlement Agreement requires a notice or any other communication or document to be given to the Parties, such notice, communication or document shall be in writing and delivered personally, by email, by facsimile during normal business hours, or letter by courier, registered or certified mail, to:

For Plaintiffs and Class Counsel:

Gavin Price / Kajal Ervin
Jensen Shawa Solomon Duguid Hawkes LLP
Lancaster Building
800, 304 - 8 Avenue SW
Calgary, AB T2P 1C2
Telephone: 403.571.1520
Facsimile: 403.571.1528
Email: priceg@jssbarristers.ca
ervink@jssbarristers.ca

For Stampede Defendants:

Cory Ryan / Michelle Pilz
Borden Ladner Gervais LLP
Centennial Place, East Tower
1900, 520 - 3 Avenue SW
Calgary, AB T2P 0R3
Telephone: 403.232.9500
Facsimile: 403.266.1395
Email: CRyan@blg.com
mpilz@blg.com

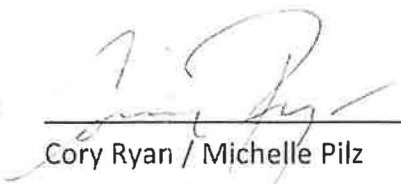
The Parties have executed this Settlement Agreement as of the date on the cover page.

For the Plaintiff and the Class

Per: 

Gavin Price / Kajal Ervin
Jensen Shawa Solomon Duguid Hawkes LLP

For the Stampede Defendants

Per: 

Cory Ryan / Michelle Pilz
Borden Ladner Gervais LLP

SCHEDULE "A" TO THE SETTLEMENT AGREEMENT

NOTICE OF SETTLEMENT AGREEMENT APPROVAL ORDER

COURT FILE NUMBER 1701-04755

COURT COURT OF KING'S BENCH OF ALBERTA

JUDICIAL CENTRE CALGARY

PLAINTIFF N.B.

DEFENDANTS PHILIP HEEREMA, CALGARY EXHIBITION AND STAMPEDE LIMITED, and CALGARY STAMPEDE FOUNDATION

DOCUMENT **ORDER**

ADDRESS FOR SERVICE AND CONTACT INFORMATION OF PARTY FILING THIS DOCUMENT **JENSEN SHAWA SOLOMON DUGUID HAWKES LLP**
800, 304 - 8 Avenue SW
Calgary, Alberta T2P 1C2

Carsten Jensen KC, FCIARb / Gavin Price / Kajal Ervin /
Cassandra Sutter / William Katz
Phone: 403-571-1526 / 403-571-0747 / 403-571-0745 / 403-571-1054 / 403-571-1541
jensenc@jssbarristers.ca
priceg@jssbarristers.ca
ervink@jssbarristers.ca
sutterc@jssbarristers.ca
katzw@jssbarristers.ca
Fax: 403-571-1528
File: 13652-001

DATE ON WHICH ORDER WAS PRONOUNCED:

LOCATION OF HEARING OR TRIAL: Calgary, Alberta

NAME OF JUDGE WHO MADE THIS ORDER: The Honourable Justice A. Woolley

UPON THE APPLICATION of the Plaintiff for an Order approving the form and content of the notice of hearing for settlement approval (the **Notice**) and the method of dissemination; **AND UPON** reviewing the materials filed, including the Settlement Agreement dated as of [*insert date*] (the **Settlement Agreement**), and on hearing submissions of counsel for the Plaintiff and counsel

for the Defendants, Calgary Exhibition and Stampede Limited, and Calgary Stampede Foundation (the **Stampede Defendants**) ; **AND UPON** noting the consent of the Stampede Defendants;

IT IS HEREBY ORDERED THAT:

1. The Plan of Notice set out in Appendix "A" is approved.
2. The Class Members shall be given notice of the hearing for settlement approval in substantially the form of Notice set out in Appendix "B" hereto.
3. The expenses associated with disseminating the Notice in accordance with the Plan of Notice shall be paid by the Stampede Defendants.
4. The Settlement Approval Hearing shall take place on [*insert date*].
5. No person may bring an action or take any proceeding against the Stampede Defendants, the Plaintiff or Class Counsel or any of their respective past and current officers, directors, employees, parents, subsidiaries, agents, partners, associates, representatives, predecessors, successors, beneficiaries or assigns for any matter in any way relating to the implementation of the Plan of Notice.

Justice of the Court of King's Bench of Alberta

SCHEDULE "B" TO THE SETTLEMENT AGREEMENT / APPENDIX "A" TO THE NOTICE OF
SETTLEMENT AGREEMENT APPROVAL ORDER

PLAN OF NOTICE

A. Notice of Proposed Settlement and Approval Hearing

1. Class Counsel will publish a national press release in English advising of the proposed settlement, briefly outlining the key features of the settlement, advising of the right to participate in the settlement approval process, including the right to object to the settlement, and will include a link to the Notice of Settlement Agreement Approval on Class Counsel's web page dedicated to this proceeding.
2. Class Counsel will arrange publication of the Notice of Settlement Agreement Approval Hearing in the Globe and Mail, the National Post, the Calgary Herald, and the Calgary Sun once each, or as many times as directed by the Court.
3. Class Counsel will deliver the Notice of Settlement Agreement Approval Hearing by email to any Class Member who have provided Class Counsel with their email address.
4. Class Counsel will post the Notice of Settlement Agreement Approval Hearing as well as a copy of the Settlement Agreement, and general information about the Settlement on its website: <https://jssbarristers.ca/class-actions/philip-heerema-and-calgary-stampede-foundation/>.
5. Class Counsel will post a link to the Notice of Settlement Agreement Approval Hearing and the executed Settlement Agreement, on the Class Counsel's social media accounts, once each, or as many times as may be directed by the Court.
6. The Stampede Defendants will post a link to the Notice of Settlement Agreement Approval Hearing and the executed Settlement Agreement, on the Facebook alumni page for the Young Canadians, with removal to occur no earlier than 30 days after publication.
7. Class Counsel and counsel for the Stampede Defendants shall send the Notice of Settlement Agreement Approval Hearing by email or email to any person who requests it.
8. Class Counsel will publish the Notice of Settlement Agreement Approval Hearing on the Canadian Bar Association Class Action Database at <https://www.cba.org/Publications-Resources/Class-Action-Database>.
9. All costs associated with the Plan of Notice will be paid for by the Stampede Defendants.

NOTICE OF SETTLEMENT APPROVAL HEARING (CONDENSED)

**IMPORTANT NOTICE ABOUT THE CLASS ACTION AGAINST THE CALGARY
STAMPEDE FOUNDATION, THE CALGARY EXHIBITION AND STAMPEDE LIMITED
AND PHILIP HEEREMA**

This Notice is for any male or anyone who identified as male who, between August 1, 1987 and January 31, 2014, was a student, employee, contactor or volunteer with the Young Canadians organization of the Calgary Stampede Foundation and/or the Calgary Exhibition and Stampede Limited.

A proposed partial settlement of a class action against the Calgary Stampede Foundation and the Calgary Exhibition and Stampede Limited has been reached. The proposed partial settlement resolves liability issues only, with damages issues to be addressed later. The Court must approve the settlement on liability. The court hearing for settlement approval on liability will take place on [date].

For more information about the proposed settlement, including to view the Settlement Agreement, or to learn more about the court hearing, please go to:

<https://jssbarristers.ca/class-actions/philip-heerema-and-calgary-stampede-foundation/>

You may also call 1-403-571-1520 for more information, and reference the Calgary Stampede and Philip Heerema Class Action.

NOTICE OF SETTLEMENT APPROVAL HEARING

**IMPORTANT NOTICE ABOUT THE CLASS ACTION AGAINST THE CALGARY STAMPEDE
FOUNDATION, THE CALGARY EXHIBITION AND STAMPEDE LIMITED AND
PHILIP HEEREMA**

Were you a male or identified as a male student, employee, contactor or volunteer with the Young Canadians organization of the Calgary Stampede Foundation and/or the Calgary Exhibition and Stampede Limited between August 1, 1987 and January 31, 2014?

If yes, this notice is for you, and you are a Class Member.

A settlement of the class action against the Calgary Stampede Foundation and the Calgary Exhibition and Stampede Limited (collectively, the "**Stampede Defendants**") has been reached on liability only, and there will be Court hearing to decide if the settlement should be approved.

If this settlement is approved, then Class Members may be entitled to damages to be determined through the damages phase of the class action.

What is the Class Action about?

A lawsuit has been certified as a Class Action against Philip Heerema, Calgary Exhibition and Stampede Limited, and the Calgary Stampede Foundation.

The lawsuit alleges that Class Members were sexually exploited, sexually lured, and / or sexually assaulted by Philip Heerema, or at risk. The lawsuit also alleges that the Stampede Defendants are directly and vicariously liable for Philip Heerema's actions.

The Representative Plaintiff, who can only be identified by his initials in accordance with a Court Order, is N.B. In this lawsuit, the Representative Plaintiff is seeking damages on his own behalf and on behalf of everyone who was a Class Member.

What is the proposed settlement?

The Stampede Defendants have agreed to accept responsibility for all liability contemplated, set out in, or otherwise referred to or identified in Certified Common Issues 1 (a)-(d); 3 (a)-(j); 5 (a)-(c); 6 (a)-(c); 7 (a)-(b); and 8 (as set out in Schedule "B" of the Certification Order, filed June 24, 2019).

SCHEDULE "C" TO THE SETTLEMENT AGREEMENT / APPENDIX "B" TO THE NOTICE OF
SETTLEMENT AGREEMENT APPROVAL ORDER

The Stampede Defendants have agreed that they will pay 100% of all damages that are awarded, determined, agreed upon, or otherwise assessed in favour of the Class in respect of Certified Common Issues 1 (a)-(d); 3 (a)-(j); 5 (a)-(c); 6 (a)-(c); 7 (a)-(b); and 8.

In exchange, the Representative Plaintiff, on behalf of himself and the Class, have agreed that they will not seek punitive damages from the Stampede Defendants.

For more information about the proposed Settlement Agreement, or to learn more about the court hearing, please go to:

<https://jssbarristers.ca/class-actions/philip-heerema-and-calgary-stampede-foundation/>

A copy of the Settlement Agreement is posted there.

You may also contact the following lawyers for more information:

Kajal Ervin
(403) 571-0745
ervink@jssbarristers.ca

Cassandra Sutter
(403) 571-1054
sutterc@jssbarristers.ca

Compensation for Class Members has not been determined at this time. If the Court approves the settlement, more information will be provided regarding the damages phase of the Class Action.

If the Settlement Agreement is approved, liability as against the Stampede Defendants will be finalized and the Class can move on to the damages phase, which will be dealt with either by way of damages assessments, trial(s) of individual issues, or negotiated resolution by or between the parties.

What's Next?

An Alberta Court of King's Bench judge will decide whether to approve the proposed liability settlement at a hearing on [date] at [time]. The judge will decide whether the settlement on liability is fair, reasonable, and in the best interests of the Class Members.

What do you have to do?

You do not have to do anything at this time. If the settlement is approved, then you will receive another notice that will explain next steps. If you want to attend the settlement approval hearing or to make a statement to the court, you can contact us at the address below.

SCHEDULE "C" TO THE SETTLEMENT AGREEMENT / APPENDIX "B" TO THE NOTICE OF
SETTLEMENT AGREEMENT APPROVAL ORDER

We encourage you to contact Class Counsel (at the coordinates below) to ensure that Class Counsel has your correct and current information.

What if you object to the settlement?

If you do not think the proposed settlement on liability is fair, reasonable, and in the best interests of the Class Members, you can make an objection to the Court in two ways:

1. You can send in a statement, which must include your name, contact information, confirmation that you are a Class Member, and an explanation of why you object to the settlement on liability. Class Counsel will file these with the Court. Statements can be sent by email or mail and must be received by [date], at 11:59 pm MST at:

classactions@jssbarristers.ca

Jensen Shawa Solomon Duguid Hawkes LLP

Attn: Calgary Stampede and Philip Heerema Class Action

#800, 304 – 8 Avenue SW

Calgary, Alberta T2P 1C2

2. You can make submissions to the Court in person at the settlement approval hearing. If you want to address the Court, please email classactions@jssbarristers.ca by [date], at 11:59 pm MST. Details of how to participate in the hearing will be sent to everyone who wishes to speak.

SCHEDULE "D" TO THE SETTLEMENT AGREEMENT

SETTLEMENT AGREEMENT APPROVAL ORDER

COURT FILE NUMBER 1701-04755

COURT COURT OF KING'S BENCH OF ALBERTA

JUDICIAL CENTRE CALGARY

PLAINTIFF N.B.

DEFENDANTS PHILIP HEEREMA, CALGARY EXHIBITION AND STAMPEDE LIMITED, and CALGARY STAMPEDE FOUNDATION

DOCUMENT SETTLEMENT APPROVAL ORDER

ADDRESS FOR SERVICE AND CONTACT INFORMATION OF PARTY FILING THIS DOCUMENT **JENSEN SHAWA SOLOMON DUGUID HAWKES LLP**
800, 304 - 8 Avenue SW
Calgary, Alberta T2P 1C2

Carsten Jensen KC, FCI Arb / Gavin Price / Kajal Ervin / Cassandra Sutter / William Katz
Phone: 403-571-1526 / 403-571-0747 / 403-571-0745 / 403-571-1054 / 403-571-1541
jensenc@jssbarristers.ca
priceg@jssbarristers.ca
ervink@jssbarristers.ca
sutterc@jssbarristers.ca
katzw@jssbarristers.ca
Fax: 403-571-1528
File: 13652-001

DATE ON WHICH ORDER WAS PRONOUNCED:

LOCATION OF HEARING OR TRIAL: Calgary, Alberta

NAME OF JUDGE WHO MADE THIS ORDER: The Honourable Justice A. Woolley

UPON THE APPLICATION of the Plaintiff for an Order approving the Settlement Agreement dated as of *[insert date]* attached to this Order as Schedule A (the **Settlement Agreement**) as between the Plaintiff and the Defendants, Calgary Exhibition and Stampede Limited, and Calgary Stampede Foundation (the **Stampede Defendants**); **AND UPON READING** the materials

filed, including the Settlement Agreement; **AND UPON CONSIDERING** any objections filed, if any; **AND UPON HEARING** the submissions of counsel for the Plaintiff and counsel for the Stampede Defendants and the objectors, if any; **AND UPON NOTING** that the Plaintiff and the Stampede Defendants consent to this Order; **AND UPON NOTING** that that the Defendant, Philip Heerema was Noted in Default on August 11, 2020 but was still served with the Settlement Agreement materials and did not attend at this Application and did not submit evidence or written submissions with respect to this Application;

IT IS HEREBY ORDERED THAT:

1. For the purposes of this Order, capitalized terms used but not defined herein shall have the same meaning ascribed to them in the Settlement Agreement which apply to and are incorporated into this Order.
2. In the event of a conflict between this Order and the Settlement Agreement, this Order shall prevail.
3. This Order, including the Settlement Agreement, is binding upon the Stampede Defendants and upon each of the Class Members, including those persons who are minors or mentally incapable and the requirements of Rules 2.11 and 2.19 of the *Rules of Court*, AR 124/2010 are incorporated into this Order.
4. The Settlement Agreement is fair, reasonable, and in the best interests of the Class.
5. The Settlement Agreement is hereby approved pursuant to s. 35 of the *Class Proceedings Act*, SA 2003, c C-16.5 and shall be implemented and enforced in accordance with its terms.
6. For purposes of administration and enforcement of the Settlement Agreement and this Order and throughout the damages phase of this Action, this Court will retain jurisdiction and the Plaintiff and the Stampede Defendants acknowledge and attorn to the jurisdiction of this Court throughout the damages phase of this Action, and for the purpose of implementing, administering, and enforcing the Settlement Agreement and this Order.
7. The Class Members shall be given notice of this Order in substantially the same form as the Settlement Approval Notice as set out in Schedule E to the Settlement Agreement and in accordance with the Plan of Notice set out at Schedule B to the Settlement Agreement.
8. All costs, disbursements, and expenses associated with disseminating the Settlement Agreement Notice in accordance with the Plan of Notice shall be paid by the Stampede Defendants.

9. On notice to the Court but without further order of the Court, the Parties may agree to reasonable extensions of time to carry out any of the provisions of the Settlement Agreement.
10. Costs of the Action to date are to be determined in accordance with Section 7 of the Settlement Agreement.

Justice of the Court of King's Bench of Alberta

NOTICE OF SETTLEMENT APPROVAL

**IMPORTANT NOTICE ABOUT THE CLASS ACTION AGAINST THE CALGARY
STAMPEDE FOUNDATION, THE CALGARY EXHIBITION AND STAMPEDE LIMITED
AND PHILIP HEEREMA**

This Notice is for any male or anyone who identified as male who, between August 1, 1987 and January 31, 2014, was a student, employee, contactor or volunteer with the Young Canadians organization of the Calgary Stampede Foundation and/or the Calgary Exhibition and Stampede Limited.

READ THIS NOTICE CAREFULLY.

**YOU MAY NEED TO TAKE PROMPT ACTION TO PARTICIPATE IN THE DAMAGES
PHASE OF THIS CLASS ACTION.**

Executive Summary

The Alberta Court of King's Bench has approved the settlement on liability against the Calgary Stampede Foundation and the Calgary Exhibition and Stampede Limited (collectively the "Stampede Defendants") on behalf of the Class in the Alberta Court of King's Bench Court File No. 1701-04755.

The Class includes:

All individuals who were male, or identified as male, and were students, employees, contractors, or volunteers of the Young Canadians between August 1, 1987 to January 31, 2014.

The class action alleged that between August 1, 1987 and January 31, 2014, the Class Members were sexually exploited, sexually lured, and / or sexually assaulted by Philip Heerema, or at risk. The lawsuit also alleged that the Stampede Defendants were directly and vicariously liable for Philip Heerema's actions.

The Settlement Agreement of the Class Action against the Stampede Defendants has been approved with respect to liability. No determination has been made at this time regarding damages.

The Stampede Defendants have agreed to accept responsibility for all liability contemplated, set out in, or otherwise referred to or identified in Certified Common Issues 1 (a)-(d); 3 (a)-(j); 5 (a)-(c); 6 (a)-(c); 7 (a)-(b); and 8 (as set out in Schedule "B" of the Certification Order, filed June 24, 2019).

SCHEDULE "E" TO THE SETTLEMENT AGREEMENT

The Stampede Defendants have also agreed that they will pay 100% of all damages that are awarded, determined, agreed upon, or otherwise assessed in favour of the Class in respect of Certified Common Issues 1 (a)-(d); 3 (a)-(j); 5 (a)-(c); 6 (a)-(c); 7 (a)-(b); and 8.

The settlement on liability enables the Class to move forward with the damages phase of the class action, which will be dealt with either by way of damages assessments, trial(s) of individual issues, or negotiated resolution by or between the parties.

This Notice provides a summary of the Settlement Agreement. The full Settlement Agreement may be viewed at:

<https://jssbarristers.ca/class-actions/philip-heerema-and-calgary-stampede-foundation/>

IMPORTANT:

If you are a Class Member who has not contacted Class Counsel, please ensure to do so as soon as possible, as you may be entitled to damages to be determined through the damages phase of the class action. Your information is required in order to determine of the quantum of damages payable to the Class, which will be dealt with either by way of damages assessments, trial(s) of individual issues, or negotiated resolution by or between the parties.

BASIC INFORMATION:

Why is there a Notice?

This action was certified as a class proceeding by Court Order, filed June 24, 2019.

The Representative Plaintiff, on behalf of himself and the Class, and Stampede Defendants entered into a settlement on liability on [insert date]. The Court has now determined that the Settlement Agreement is fair, reasonable, and in the best interest of the Class, and it has been approved.

Class Members may now be entitled to damages to be determined through the damages phase of the class action.

What are the settlement benefits?

The Stampede Defendants have agreed to accept responsibility for all liability contemplated, set out in, or otherwise referred to or identified in Certified Common Issues 1 (a)-(d); 3 (a)-(j); 5 (a)-(c); 6 (a)-(c); 7 (a)-(b); and 8 (as set out in Schedule "B" of the Certification Order, filed June 24, 2019).

SCHEDULE "E" TO THE SETTLEMENT AGREEMENT

The Stampede Defendants have agreed that they will pay 100% of all damages that are awarded, determined, agreed upon, or otherwise assessed in favour of the Class in respect of Certified Common Issues 1 (a)-(d); 3 (a)-(j); 5 (a)-(c); 6 (a)-(c); 7 (a)-(b); and 8.

In exchange, the Representative Plaintiff, on behalf of himself and the Class, agreed that they will not seek punitive damages from the Stampede Defendants.

How to make a claim?

To be eligible to receive damages to be determined through the damages phase of the class action, or for more information, Class Members must contact Class Counsel by *[insert date]* at 11:59pm at:

classactions@jssbarristers.ca

Jensen Shawa Solomon Duguid Hawkes LLP

Attn: Calgary Stampede and Philip Heerema Class Action

#800, 304 – 8 Avenue SW

Calgary, Alberta T2P 1C2

You may also contact the following lawyers for more information:

Kajal Ervin

(403) 571-0745

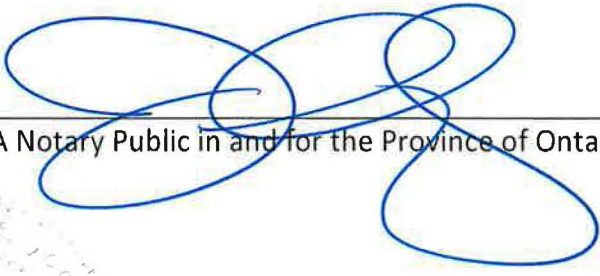
ervink@jssbarristers.ca

Cassandra Sutter

(403) 571-1054

sutterc@jssbarristers.ca

This is **Exhibit "D"** referred to in the Affidavit of N.B., sworn before me on June 18, 2024.



A Notary Public in and for the Province of Ontario



Form 14
[Rule 3.36(1)]

COURT FILE NUMBER 1701-04755 JDR
COURT COURT OF QUEEN'S BENCH OF ALBERTA
JUDICIAL CENTRE CALGARY



PLAINTIFF N. B.
DEFENDANTS PHILIP HEEREMA, CALGARY EXHIBITION AND STAMPEDE LIMITED,
and CALGARY STAMPEDE FOUNDATION
DOCUMENT **Brought under the *Class Proceedings Act***
NOTING IN DEFAULT OF THE DEFENDANT, PHILIP HEREEMA

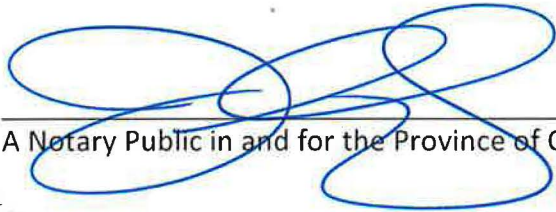
ADDRESS FOR SERVICE AND CONTACT
INFORMATION OF PARTY FILING THIS
DOCUMENT

JENSEN SHAWA SOLOMON DUGUID HAWKES LLP
800, 304 - 8 Avenue SW
Calgary, Alberta T2P 1C2

Kajal Ervin
Cassandra Sutter
Carsten Jensen QC, FCI Arb
Tel: 403 571 1520
Fax: 403 571 1528
File: 13652-001

N. B., Plaintiff, requires the court clerk to enter in the court record of this action a note to the effect that Philip Hereema, Defendant, has not filed a Statement of Defence as required pursuant to the Certification Order granted on June 21, 2019 by the Honorable Associate Chief Justice Rooke, and consequently is noted in default.

This is **Exhibit "E"** referred to in the Affidavit of N.B., sworn before me on June 18, 2024.



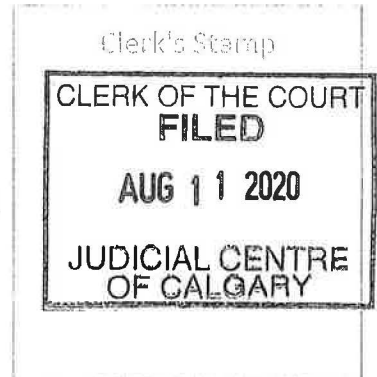
A Notary Public in and for the Province of Ontario



Form 14

[Rule 3.36(1)]

COURT FILE NUMBER 1701-04755 JDR
COURT COURT OF QUEEN'S BENCH OF ALBERTA
JUDICIAL CENTRE CALGARY



PLAINTIFF N. B.
DEFENDANTS PHILIP HEEREMA, CALGARY EXHIBITION AND STAMPEDE LIMITED,
and CALGARY STAMPEDE FOUNDATION

DOCUMENT **Brought under the *Class Proceedings Act***
AMENDED NOTING IN DEFAULT OF THE DEFENDANT, PHILIP HEEREMA

ADDRESS FOR SERVICE AND CONTACT INFORMATION OF PARTY FILING THIS DOCUMENT

JENSEN SHAWA SOLOMON DUGUID HAWKES LLP
800, 304 - 8 Avenue SW
Calgary, Alberta T2P 1C2

Kajal Ervin
Cassandra Sutter
Carsten Jensen QC, FCI Arb
Tel: 403 571 1520
Fax: 403 571 1528
File: 13652-001

N.B., Plaintiff, requires the court clerk to enter in the court record of this action a note to the effect that Philip Heerema, Defendant, has not filed a Statement of Defence as required pursuant to the Certification Order granted on June 21, 2019 by the Honorable Associate Chief Justice Rooke, and consequently is noted in default.

This is **Exhibit "F"** referred to in the Affidavit of N.B., sworn before me on June 18, 2024.



A Notary Public in and for the Province of Ontario



Calgary Stampede Class Action
CLASS MEMBER CLAIM FORM
www.YoungCanadiansSettlement.ca

To be eligible to receive a payment from the Settlement Fund, each **Class Member** claimant **MUST** complete this Claim Form and submit it along with any supporting documentation to the Claims Administrator **by no later than 11:59 p.m. MST December 31, 2024.**

Late claim submissions will not be accepted or valid.

All information included in this claim form will **remain confidential** between Epiq, Class Counsel, and the Class Member on whose behalf the declaration is made. The information will **NOT** be shared with the Stampede Defendants and their lawyers, nor will it be filed on the public Court record. The only information that may be shared with the Stampede Defendants is to confirm that you were in fact a member of the Young Canadians during the Class Period and whether you were a Student (junior, apprentice or senior), Contractor, Volunteer or an Employee.

SUBMITTING INSTRUCTIONS

Claims forms and supporting documentation may be submitted by email, fax or mail. Here is how:

1. EMAIL	<p>Email your complete Claim submission to <u>info@YoungCanadiansSettlement.ca</u></p> <p>Emailed Claim submissions must be received by no later than 11:59 p.m. MST December 31, 2024.</p>
2. FAX	<p>Fax your complete Claim submission to 1-866-262-0816.</p> <p>Faxed Claim submissions must be received by no later than 11:59 p.m. MST December 31, 2024.</p>
3. MAIL	<p>Mail your complete Claim submission to:</p> <p>Calgary Stampede Class Action Claims Administrator c/o Epiq Class Action Services Canada Inc. P.O. Box 507 STN B Ottawa, ON K1P 5P6</p> <p>Mailed claim submissions must be postmarked no later than December 31, 2024.</p> <p>Important: Please note that while we accept Claim submissions via mail, please be advised that this method may lead to delivery delays that are outside of our control. For a quicker processing time, please consider sending via registered mail (at your own expense) or submitting your Claim submission via email or fax.</p>

Questions? Call Toll-Free Telephone: 1-877-408-5432

Calgary Stampede Class Action
CLASS MEMBER CLAIM FORM
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SECTION A: CLASS MEMBER CONTACT INFORMATION

Class Members include any male, or individual who identified as a male, and who was a Student, Contractor, Volunteer or Employee with the Young Canadians organization of the Calgary Stampede Foundation and/or the Calgary Exhibition and Stampede Limited **between August 1, 1987, and January 31, 2014.**

The Claims Administrator will use the information that you provide to process your Claim. If this information changes, you **MUST** notify the Claims Administrator in writing.

Fields marked with an * are mandatory.

First Name*

Last Name*

Date of Birth*

(MM-DD-YYYY)

Street Address*

City*

Province*

Postal Code*

Country*

Email Address*

Phone Number*

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SECTION B: REPRESENTATIVE CONTACT INFORMATION

You do not need to fill in this section if you are submitting your own Claim. You only need to fill in this section if you are submitting a claim on behalf of someone else who is **not** able to submit a Claim themselves or you are submitting a Claim on behalf of someone's estate.

If you are submitting a claim **as the legal representative of a Class Member** (e.g. as power of attorney) and/or if you are submitting a claim **on behalf of a Class Member's Estate**, you **must** complete this section and provide documentation verifying that you have legal authority to act on behalf of the Class Member or their Estate.

--	--	--

First Name*

Last Name*

Relationship to Class Member*

--

Street Address*

--	--	--	--

City*

Province*

Postal Code*

Country*

--

Email Address*

--

Phone Number*

By checking this box, I confirm that **I am authorized** to submit a claim on behalf of the Class Member and have attached the supporting documentation (such as a copy of a Power of Attorney for Property, or Death Certificate and Last Will, or Certificate of Appointment of Estate Trustee).

Calgary Stampede Class Action
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SECTION C: REQUIRED ATTENDANCE INFORMATION

Class Member claimants **must** answer the following questions:

Fields marked with an * are mandatory.

Question #1*: Are you male or did you identify as male **between August 1, 1987, and January 31, 2014**?

Yes No

Question #2*: Were you a Student, Contractor, Volunteer or Employee with the Young Canadians organization of the Calgary Stampede and/or the Calgary Exhibition and Stampede Limited **between August 1, 1987, and January 31, 2014**?

Yes No

Question #3*: If you answered **Yes** to Question #2 above, please circle in which capacity(ies) you were associated with the Young Canadians? Check all that apply.

Student Contractor Volunteer Employee

Question #4*: If you were a Student, Contractor, Volunteer and/or Employee, please confirm your full name when you were associated with the Young Canadians:

First Name (While Associated)*

Last Name (While Associated)*

Question #5*: Indicate the **years** you were a Student, Contractor, Volunteer and/or Employee with the Young Canadians. Check all that apply.

<input type="checkbox"/> 1987	<input type="checkbox"/> 1990	<input type="checkbox"/> 2000	<input type="checkbox"/> 2010
<input type="checkbox"/> 1988	<input type="checkbox"/> 1991	<input type="checkbox"/> 2001	<input type="checkbox"/> 2011
<input type="checkbox"/> 1989	<input type="checkbox"/> 1992	<input type="checkbox"/> 2002	<input type="checkbox"/> 2012
	<input type="checkbox"/> 1993	<input type="checkbox"/> 2003	<input type="checkbox"/> 2013
	<input type="checkbox"/> 1994	<input type="checkbox"/> 2004	<input type="checkbox"/> 2014
	<input type="checkbox"/> 1995	<input type="checkbox"/> 2005	
	<input type="checkbox"/> 1996	<input type="checkbox"/> 2006	
	<input type="checkbox"/> 1997	<input type="checkbox"/> 2007	
	<input type="checkbox"/> 1998	<input type="checkbox"/> 2008	
	<input type="checkbox"/> 1999	<input type="checkbox"/> 2009	

Question #6*: If you were a Student, what category were you enrolled in at the Young Canadians. Check all that apply.

<input type="checkbox"/> Junior	<input type="checkbox"/> Apprentice	<input type="checkbox"/> Senior
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Calgary Stampede Class Action
CLASS MEMBER CLAIM FORM
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SECTION D: STUDENT COMPROMISED EXPERIENCE CLAIM

If you were a Senior Student **between August 1, 1987, and January 31, 2014**, and **you did not suffer direct harm from Heerema**, you may be eligible for the Student Compromised Experience Claim Payment of \$500 CAD based on the information you have provided above.

Question #7*: Please indicate if you are making a Student Compromised Experience Claim:

Yes **No**

If you answered **Yes** to Question #7 above, please proceed to **Section J** of this Claim Form.

SECTION E: STUDENT COMPROMISED EXPERIENCE ENHANCED CLAIM

If you were a Senior Student **between August 1, 1987, and January 31, 2014**, and you **did not have direct harmful conduct with Heerema, but you observed or were otherwise aware of improper conduct or had close friends who were affected**, and have since experienced feelings of guilt, depression, or otherwise negatively impacted mental health, you may be eligible for the Student Compromised Experience Enhanced Claim Payment of \$1,500 CAD. To be eligible you **must complete Sections G, H, I, J and K** below. For the sake of clarity, the Student Compromised Experience Enhanced Impact Claimants does **not** include individuals who only attended the Young Canadians as junior or apprentice students.

Question #8*: Please indicate if you are making a Student Compromised Experience Enhanced Claim:

Yes **No**

If you answered **Yes** to Question #8 above, please proceed to **Section G** and complete the requested information.

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SECTION F: DIRECTLY IMPACTED CLAIMANT

If you were a Student, Contractor, Volunteer or Employee with the Young Canadians **between August 1, 1987, and January 31, 2014**, and you experienced **direct harmful contact** with Heerema, you may be eligible for compensation based on a point allocation system. To be eligible to receive compensation you **must complete this Section and Sections G, H, I, J and K** below.

Question #9*: Please indicate if you are making a Directly Impacted Claim:

- Yes No

If you answered **Yes** to Question #9 above, please proceed to Question #10 below.

Question #10*: indicate below generally what experience you had with Heerema, **between August 1, 1987 and January 31, 2014** while a Student, Contractor, Volunteer or Employee. Please check all that apply.

Experienced sexualized interactions with Heerema but without direct physical contact, including some or all of: <ul style="list-style-type: none"> • Witness to sexualized activities; • Witness to sexualized comments; • Witness to sexualized language; • Inappropriate personal questions; • Focused and unwanted attention; • Voyeurism; • Sexual advances; AND/OR • Invitation to sexual touching. 	<input type="checkbox"/>
Received from Heerema, or was solicited by Heerema and did provide, any or all of the following: <ul style="list-style-type: none"> • Sexualized photography; • Pornography; AND/OR • Nude photograph(s). 	<input type="checkbox"/>
Experienced physical interactions with a sexual purpose with Heerema, including some or all of the following: <ul style="list-style-type: none"> • Touching with a sexual purpose or intention; • Participation in nude or partially nude activities with physical contact; • Fondling; • Genital contact; • Groping; AND/OR • Sexual massages. 	<input type="checkbox"/>
Experienced sexual stimulation by or with Heerema, including some or all of the following: <ul style="list-style-type: none"> • Masturbation in Heerema’s presence (whether in person or over video or telephone); AND/OR • Mutual masturbation with Heerema 	<input type="checkbox"/>
Experienced penetrative sexual activities by Heerema, including some or all of the following: <ul style="list-style-type: none"> • Oral sex; • Digital penetration; AND/OR • Anal sex. 	<input type="checkbox"/>

Please proceed to **Section G**.

Calgary Stampede Class Action
CLASS MEMBER CLAIM FORM
www.YoungCanadiansSettlement.ca

SECTION G: QUESTIONNAIRE PREVIOUSLY COMPLETED AND SUBMITTED TO CLASS COUNSEL

Question #11*: Have you previously completed a Questionnaire and provided it to Class Counsel and/or been assessed by any of the Experts retained by the Plaintiff in connection with the lawsuit?

Yes No

If you have previously shared your experiences with Class Counsel in the format of a Questionnaire and/or an Expert Assessments and you want the Claims Evaluators **to rely on that information only**, please check the box below, and you do not need to fill out **Sections H and I**.

By checking this box, I confirm that I would like the Claims Administrator to **ONLY rely on my previously completed Questionnaire and/or Expert Assessments** in evaluating my claim.

If you have previously shared your experienced with Class Counsel in the format of a Questionnaire and/or an Expert Assessment and you want the Claims Evaluators to rely on that information **and the information provided in Section H and I**, please check the box below, and complete **Sections H and I**.

By checking this box, I confirm that I would like the Claims Administrator to rely on my **previously completed Questionnaire and the information set out in Section H and I** in evaluating my claim.

**Calgary Stampede Class Action
CLASS MEMBER CLAIM FORM**
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SECTION H: PARTICULARS OF INTERACTIONS WITH HEEREMA

If you are making a Student Compromised Experience Enhanced Claim, please explain **what** you observed and/or were aware of with respect to Heerema.

If you are making a Directly Impacted Claim, please explain **what** happened to you in your direct interactions with Heerema. Please include information which pertains to the category(ies) you selected in **Section G**, including but not limited to: the location of the interaction(s), the number of interactions, what occurred during those interaction(s), whether you were clothed or not during the interaction(s), whether Heerema was clothed or not, the nature and text of any sexual communications, whether pictures were exchanged and the content of those pictures, whether there was any physical touching and particulars of such physical interactions.

Please be as specific as possible and include as many particulars as you are comfortable sharing.

Calgary Stampede Class Action
CLASS MEMBER CLAIM FORM
www.YoungCanadiansSettlement.ca

SECTION J: ELECTRONIC PAYMENT INFORMATION

If you provide your complete banking information below, your claim payment(s) (if any) will be deposited directly to your bank account. Otherwise, your claim payment(s) (if any) will be sent by cheque via regular ground mail. You can locate your banking information on your personal cheque or bank statement or by contacting your bank. Please note that your bank **must** accept incoming Canadian deposits.

Class Member's Electronic Payment Information

Bank Name

Name on the Account

--	--	--	--	--	--

Transit Number

--	--	--	--

Institution Number

--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--

Account Number

SECTION K: ATTESTATION

By completing this attestation and signing below, I hereby solemnly declare that I have read and understand the contents of this Claim Form. I declare under penalty of perjury that the statements I have made in this Claim Form are true, correct, and complete to the best of my knowledge, information, and belief.

Claimant Printed First Name

Claimant Printed Last Name

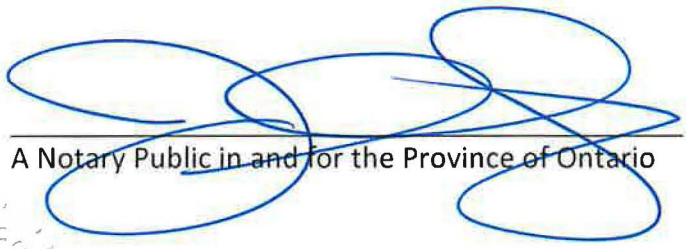
Claimant Signature

Signature Date
(MM-DD-YYYY)

In order to receive a payment from the Settlement Fund, each Student Class Member **must** submit a Claim Form, along with any supporting documentation, to the Claims Administrator **by no later than 11:59 p.m. MST December 31, 2024.**

Questions? Call Toll-Free Telephone: 1-877-408-5432

This is **Exhibit "G"** referred to in the Affidavit of N.B., sworn before me on June 18, 2024.



A Notary Public in and for the Province of Ontario



CALGARY STAMPEDE CLASS ACTION

www.YoungCanadiansSettlement.ca

PLEASE READ THIS IMPORTANT NOTICE

This Notice is for any male or anyone who identified as male who, between August 1, 1987 and January 31, 2014, was a student, employee, contactor or volunteer with the Young Canadians organization of the Calgary Stampede Foundation and/or the Calgary Exhibition and Stampede Limited (collectively, the “Stampede Defendants”).

The Stampede Defendants’ insurers have paid an all-inclusive amount of \$9.5 million to settle this action. After deduction of legal fees, taxes, disbursements, honoraria and administration expenses, the net settlement fund will be paid to Eligible Class Members as set out in the Settlement Agreement. Claims must be submitted by no later than December 31, 2024.

You can also obtain more information about this settlement by contacting the Claims Administrator or Class Counsel using the contact details listed below:

Claims Administrator:

Calgary Stampede Class Action Claims Administrator

c/o Epiq Class Action Services Canada Inc.

P.O. Box 507 STN B

Ottawa Ontario K1P 5P6

Email: info@YoungCanadiansSettlement.ca

Telephone: 1-877-408-5432

Class Counsel:

Jensen Shawa Solomon Duguid Hawkes LLP

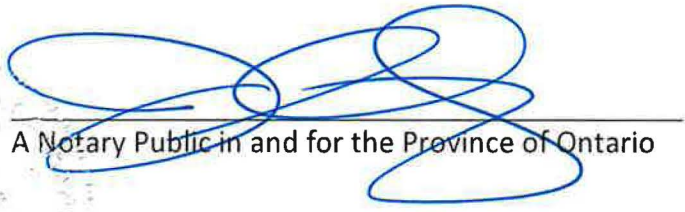
Attention: Calgary Stampede Class Action

#800, 304 – 8 Avenue SW

Calgary Alberta T2P 1C2

Email: classactions@jssbarristers.ca

This is **Exhibit "H"** referred to in the Affidavit of N.B., sworn before me on June 18, 2024.



A Notary Public in and for the Province of Ontario



CALGARY STAMPEDE CLASS ACTION

www.YoungCanadiansSettlement.ca

PLEASE READ THIS IMPORTANT NOTICE

If you were a male or identified as a male and you were a student, employee, contractor or volunteer with the Young Canadians organization of the Calgary Stampede Foundation and / or the Calgary Exhibition and Stampede Limited between August 1, 1987 and January 31, 2014, then you may be entitled to make a claim for a payment from the settlement of this class action.

Executive Summary

The Alberta Court of King's Bench has approved the settlement of a class action against the Calgary Stampede Foundation and the Calgary Exhibition and Stampede Limited (**Stampede Defendants**) on behalf of the Class in action *N.B. v. Calgary Stampede Foundation, the Calgary Exhibition and Stampede Limited, and Philip Heerema*, Court File No. 1701-04755.

The Class includes: all individuals who are male or identified as male, and were students, employees, contractors, or volunteers of the Young Canadians between August 1, 1987, to January 31, 2014.

The lawsuit alleges that from 1987 to 2014, Class Members may have been sexually exploited, sexually lured, and / or sexually assaulted by Philip Heerema, or at risk. The lawsuit also alleges that the Stampede Defendants are directly and vicariously liable for Philip Heerema's actions.

The Stampede Defendants' insurers have agreed to pay the all-inclusive amount of \$9,500,000 CAD (the **Settlement Fund**) to settle the class action, in return for releases and a dismissal of the class action. The Court has approved payment of Class Counsel's legal fees and disbursements inclusive of GST in the amount of \$[ntd: amount to be included following fees approval hearing]. The fees are approximately 30% plus GST of the Settlement Fund after disbursements, honoraria, and administration costs have been paid. These amounts have been deducted from the Settlement Fund.

The Court has also approved honoraria payments in the total amount of \$[ntd: amount to be included following Settlement Agreement Approval Hearing] to be paid to the representative plaintiff and the other Class Members who were instrumental in commencing this class action and prosecuting it to its final resolution.

This Notice provides a summary of the Settlement Agreement. The full Settlement Agreement may be viewed at: www.YoungCanadiansSettlement.ca or at: <https://jssbarristers.ca/class-actions/philip-heerema-and-calgary-stampede-foundation/>

IMPORTANT:

Class Members have until December 31, 2024 to make a claim for a payment from the Settlement Fund. If you do not make a claim by December 31, 2024, then you will not qualify to receive a payment from the Settlement Fund.

SECTION 1 - BASIC INFORMATION

1.1 Why is there a Notice?

This action was certified as a class proceeding by court order dated June 10, 2019.

The parties entered into a settlement on April 26, 2024. The Court has now determined that the Settlement Agreement is fair, reasonable, and in the best interest of the Class, and it has been approved.

Class Members may now make a claim to receive a portion of the Settlement Fund.

1.2 What are the settlement benefits?

The Stampede Defendants' insurers will pay an all-inclusive amount of \$9,500,000 CAD (the **Settlement Fund**) in full and final settlement of all claims made against the Stampede Defendants in the class action. The Settlement Fund will be allocated first to pay the approved disbursement in the amount of \$[ntd: amount of approved disbursements to be included], taxes, the costs of administering the settlement, honoraria payable to certain Class Members, and class counsel fees approved by the Court in the amount of \$[ntd: amount to be included following fees approval hearing], and applicable taxes. The rest will be paid out to those Eligible Class Members who make a claim for compensation before the Claim Deadline.

In return, the Defendants have received a release from all Class Members, who did not previously opt out, whether or not they receive compensation, and the class action has been dismissed in its entirety.

The Net Settlement Fund will be distributed in accordance with the Settlement Agreement's Distribution Protocol, which is Schedule "F" to the Settlement Agreement. The Settlement Agreement, including the Distribution Protocol, can be viewed at: www.YoungCanadiansSettlement.ca or at: <https://jssbarristers.ca/class-actions/philip-heerema-and-calgary-stampede-foundation/>

In broad terms, Class Members who complete a valid claim form before the Claims Deadline of **December 31, 2024** will be "Eligible Class Members." They may be eligible to receive one or more of the payments detailed below:

SECTION 2 - THE SETTLEMENT FUND

Eligible Class Members will have their claims assessed by an independent claims administrator.

If the Eligible Class Member was a Senior Student Class Member during the Class Period and did not have direct harmful conduct with Philip Heerema, but their Young Canadians experience was tarnished, they will receive a set payment of \$500 (**Student Compromised Experience Claimant**).

If the Eligible Class Member was a Senior Student Class Member during the Class Period, and did not have direct harmful conduct with Heerema, but they observed or were otherwise aware of improper conduct or had close friends who were affected, and have since experienced feelings of guilt, depression or otherwise negatively impacted mental health, they will receive a set payment of \$1500 (**Student Compromised Experience Enhanced Impact Claimants**).

For all other Claimants, the Claims Administrator and the Claim Evaluators will assess each Eligible Class Member's Claim to determine the number of points allocable to their claim. Points will be allocated on the following basis:

- (1) If the Eligible Class Member experienced penetrative sexual activities by Heerema, including some or all of the following: oral sex, digital penetration, and anal sex: 10 points.
- (2) If the Eligible Class Member experienced sexual stimulation by or with Heerema, including some or all of the following: masturbation in Heerema's presence (whether in person or over video or telephone) and mutual masturbation with Heerema: 8 points.
- (3) If the Eligible Class Member experienced physical interactions with a sexual purpose with Heerema, including some or all of the following: touching with a sexual purpose or intention, participation in nude or partially nude activities with physical contact, fondling, genital contact, groping, and sexual massages: 6 points.
- (4) If the Eligible Class Member received from Heerema, or was solicited by Heerema and did provide sexualized photography, pornography, or nude photographs: 3 points.
- (5) If the Eligible Class Member experienced sexualized interactions with Heerema but without direct physical contact, including some or all of: witness to sexualized activities, witness to sexualized comments, witness to sexualized language, inappropriate personal questions, focused and unwanted attention, voyeurism, sexual advances, invitation to sexual touching: 1 point.

For each category detailed above, the Claims Administrator will consider the impact of the harm suffered by the Eligible Class Member, and in their sole discretion may, allocate one to three additional points based on the degree of harm suffered by the Eligible Class Member.

SECTION 3 - WHAT IS THIS LAWSUIT ABOUT?

The lawsuit alleges that Class Members were sexually exploited, sexually lured, and / or sexually assaulted by Philip Heerema, or at risk. The lawsuit also alleges that the Stampede Defendants are directly and vicariously liable for Philip Heerema's actions.

3.1 Who is a member of the Class?

If you meet the Class definition, then you are a member of the Class. The Class definition is: all individuals who are male or identified as male, and were students, employees, contractors, or volunteers of the Young Canadians **between August 1, 1987, to January 31, 2014.**

However, not everyone who is a Class Member is eligible for compensation.

SECTION 4 - HOW TO MAKE A CLAIM

To be eligible to receive part of the Settlement Fund, Class Members must submit a completed Claim Form to Epiq Class Action Services Canada Inc. **by no later than December 31, 2024**. Claim Forms are available and can be completed on the Claims Administrator's website, and are available for download on Class Counsel's website.

The completed claim form should be sent to:

Calgary Stampede Class Action Claims Administrator

c/o Epiq Class Action Services Canada Inc.

P.O. Box 507 STN B

Ottawa Ontario K1P 5P6

Email: info@YoungCanadiansSettlement.ca

Telephone: 1-877-408-5432

SECTION 5 - THE LAWYERS REPRESENTING YOU

5.1 How are Class Counsel paid?

You will not have to pay any of the fees and expenses of Class Counsel. The Court granted their fee approval request, and Class Counsel's fees and expenses have been deducted from the Settlement Fund, in the total amount of \$[amount to be included following Settlement Agreement Approval Hearing], as approved by the Court.

SECTION 6 - GETTING MORE INFORMATION

6.1 How do I get more information?

You can also obtain more information about this settlement by contacting the Claims Administrator or Class Counsel using the contact details listed below:

Claims Administrator:

Calgary Stampede Class Action Claims Administrator

c/o Epiq Class Action Services Canada Inc.

P.O. Box 507 STN B

Ottawa Ontario K1P 5P6

Email: info@YoungCanadiansSettlement.ca

Telephone: 1-877-408-5432

Class Counsel:

Jensen Shawa Solomon Duguid Hawkes LLP

Attention: Calgary Stampede Class Action

#800, 304 – 8 Avenue SW

Calgary Alberta T2P 1C2

Email: classactions@jssbarristers.ca