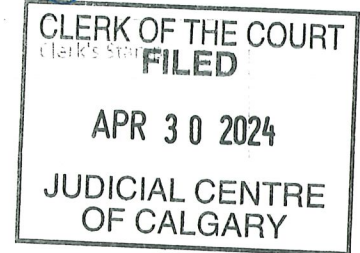


FIAT: Let the within be filed, being the supporting Affidavit of Gavin Price, notwithstanding the fact that it is being filed after the hearing date of April 30, 2024.

Form 49  
[Rule 13.19]

  
Justice Paul R. Jeffrey



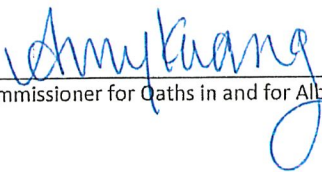
COURT FILE NUMBER 1701-04755  
COURT COURT OF KING'S BENCH OF ALBERTA  
JUDICIAL CENTRE CALGARY  
PLAINTIFF N.B.  
DEFENDANTS PHILIP HEEREMA, CALGARY EXHIBITION AND STAMPEDE LIMITED, and CALGARY STAMPEDE FOUNDATION  
DOCUMENT AFFIDAVIT  
ADDRESS FOR SERVICE AND CONTACT INFORMATION OF PARTY FILING THIS DOCUMENT **JENSEN SHAWA SOLOMON DUGUID HAWKES LLP**  
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Fax: 403-571-1528  
File: 13652-002  
AFFIDAVIT OF: Gavin Price  
AFFIRMED ON: April 26, 2024

I, Gavin Price, of the city of Calgary, in the Province of Alberta, AFFIRM THAT:

1. I am a lawyer with Jensen Shawa Solomon Duguid Hawkes LLP, and am one of the lawyers who has been representing the Representative Plaintiff and the Class in this matter.
2. The Representative Plaintiff, on behalf of the Class, and the Defendants, Calgary Exhibition and Stampede Limited and Calgary Stampede Foundation [the "**Stampede Defendants**"] previously agreed to a settlement on the issue of liability. The Class was provided with notice regarding the settlement on the issue of liability and the liability settlement was approved by the Court on September 27, 2023.

3. The Representative Plaintiff, on behalf of the Class, and the Stampede Defendants, have recently agreed to a settlement on the issue of damages, subject to Court approval. A copy of the settlement agreement is attached hereto and marked as Exhibit "A" to my Affidavit.

AFFIRMED BEFORE ME on the 26th day of  
April, 2024 at the City of Calgary, Alberta

  
\_\_\_\_\_  
(A Commissioner for Oaths in and for Alberta)

  
\_\_\_\_\_  
Gavin Price

**Amy Kuang**  
A Commissioner for Oaths  
In and for the Province of Alberta  
My Commission expires November 2, 2025

This is Exhibit "A" referred to in the Affidavit of Gavin Price, affirmed before me on April 26, 2024.



---

(A Commissioner for Oaths in and for Alberta)

---

(Print Name and Expiry/Lawyer/Student-at-Law)

**Amy Kuang**  
A Commissioner for Oaths  
In and for the Province of Alberta  
My Commission expires November 2, 2025

**SETTLEMENT AGREEMENT**

Dated the 26<sup>th</sup> 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**")

## TABLE OF CONTENTS

	Page
<b>SECTION 1 - RECITALS .....</b>	<b>4</b>
<b>SECTION 2 - DEFINITIONS.....</b>	<b>5</b>
2.1 Defined Terms.....	5
<b>SECTION 3 - CONDITION PRECEDENT: COURT APPROVAL .....</b>	<b>10</b>
<b>SECTION 4 - COURT APPROVAL.....</b>	<b>10</b>
4.1 Best Efforts.....	10
4.2 Motion Approving Notices of Approval Hearing .....	10
4.3 Motion for Settlement Approval .....	10
<b>SECTION 5 - SETTLEMENT BENEFITS .....</b>	<b>10</b>
5.1 Payment of the Settlement Funds.....	10
5.2 Stampede Defendants Apology and Changes to the Organization .....	12
5.3 Appointment and Role of Claims Administrator .....	12
5.4 Claims and Claimants.....	13
<b>SECTION 6 - DISTRIBUTION OF THE SETTLEMENT FUND AND ACCRUED INTEREST .....</b>	<b>16</b>
6.1 Settlement Fund Distribution .....	16
6.2 Honoraria .....	16
6.3 Order of Distribution of Settlement Fund .....	17
6.4 Cy-Pres Distribution .....	17
6.5 Taxes .....	18
<b>SECTION 7 - RELEASES AND DISMISSALS.....</b>	<b>18</b>
7.1 Release of the Releasees .....	18
7.2 Dismissal of the Action.....	19
<b>SECTION 8 - TERMINATION OF SETTLEMENT AGREEMENT.....</b>	<b>20</b>
8.1 Right of Termination .....	20
8.2 If Settlement Agreement is Terminated .....	20
8.3 Survival of Provisions After Termination .....	20

<b>SECTION 9 - LEGAL FEES .....</b>	<b>21</b>
<b>SECTION 10 - MISCELLANEOUS.....</b>	<b>21</b>
10.1 Hearings, etc. ....	21
10.2 Ongoing Jurisdiction.....	21
10.3 Extension of Deadlines and Timelines .....	22
10.4 Governing Law.....	22
10.5 Entire Agreement.....	22
10.6 Binding Effect .....	22
10.7 Counterparts.....	22
10.8 Negotiated Agreement.....	23
10.9 Language .....	23
10.10 Recitals .....	23
10.11 Schedules .....	23
10.12 Acknowledgements.....	23
10.13 Authorized Signature.....	24
10.14 Notice .....	24

**Schedule A – Order approving Notices of Approval Hearing**

**Schedule B – Notices of Approval Hearing (short and long form)**

**Schedule C – Plan of Notice**

**Schedule D – Settlement Approval Order**

**Schedule E – Notices of Settlement Approval**

**Schedule F – Distribution Protocol**

**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 Releasors, 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) **Releasors** 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 Releasor.

- (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 Releasors 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

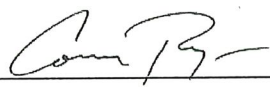
Telephone: 403.232.9500  
Facsimile: 403.266.1395  
Email: CRyan@blg.com  
mpilz@blg.com

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](mailto:jensenc@jssbarristers.ca)  
[priceg@jssbarristers.ca](mailto:priceg@jssbarristers.ca)  
[ervink@jssbarristers.ca](mailto:ervink@jssbarristers.ca)  
Fax: 403-571-1528  
File: 13652-001

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**DATE ON WHICH ORDER WAS PRONOUNCED:**

**LOCATION OF HEARING OR TRIAL:** Calgary, Alberta

**NAME OF JUSTICE WHO MADE THIS ORDER:** The Honourable Justice

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**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.

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Justice of the Court of King's Bench of Alberta

**SCHEDULE B - CONDENSED AND LONG FORM NOTICE OF HEARING**

**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](mailto: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> .

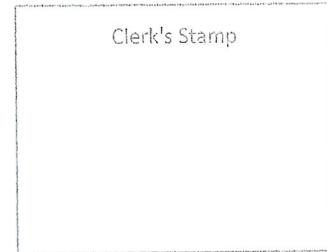
## **B. Notice of Settlement Approval**

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 D - SETTLEMENT 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  
Phone: 403-571-1526 / 403-571-0747 / 403-571-0745  
[jensenc@jssbarristers.ca](mailto:jensenc@jssbarristers.ca)  
[priceg@jssbarristers.ca](mailto:priceg@jssbarristers.ca)  
[ervink@jssbarristers.ca](mailto:ervink@jssbarristers.ca)  
Fax: 403-571-1528  
File: 13652-001

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**DATE ON WHICH ORDER WAS PRONOUNCED:**

**LOCATION OF HEARING OR TRIAL:** Calgary, Alberta

**NAME OF JUSTICE WHO MADE THIS ORDER:** The Honourable Justice Jeffrey

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**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.

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Justice of the Court of King's Bench of Alberta

## SCHEDULE E - NOTICE OF SETTLEMENT

### 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](http://www.YoungCanadiansSettlement.ca)

You may also call 1-877-408-5432 or email [info@YoungCanadiansSettlement.ca](mailto: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](http://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](http://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](mailto:info@YoungCanadiansSettlement.ca)  
[www.YoungCanadiansSettlement.ca](http://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](mailto:info@YoungCanadiansSettlement.ca)  
[www.YoungCanadiansSettlement.ca](http://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](http://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