SUPÉRIOR COURT

CANADA
PROVINCE OF QUÉBEC
DISTRICT OF MONTRÉAL

N°: 500-06-001134-218

DATE : May 12, 2026

IN THE PRESENCE OF THE L'HONOURABLE DONALD BISSON J. S. C. (JB4644)

CHLOE ISAAC
GABRIELLE BOISVERT
ERIN WILLSON
SION ORMOND
GABRIELLA BRISSON
REBECCA HARROWER
MEAGHAN LAPIERRE
Petitioners

v.

CANADA ARTISTIC SWIMMING / NATATION ARTISTIQUE CANADA
Respondent

and

FONDS D'AIDE AUX ACTIONS COLLECTIVES
Impleaded Party

JUDGMENT
(Application for the approval of the settlement agreement and approval of the post-approval notices)

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[1] **CONSIDERING** that, on March 8, 2021, the Petitioners filed an *Originating Application for Authorization to Institute a Class Action and to Obtain the Status of Representative* against the Respondent, which was subsequently amended as of November 12, 2021 and on December 16, 2025;

[2] **CONSIDERING** the *Settlement Agreement, Transaction and Release*, signed by the Parties between February 3 and 6, 2026, and filed as Exhibit PA-1;

[3] **CONSIDERING** that, on February 9, 2026, the Court: (i) authorized the class action for settlement purposes against the Respondent; (ii) approved the form, content and

notification process of the Pre-Approval Notice to Class Members; (iii) scheduled the settlement approval hearing for May 11, 2026, on behalf of the following class:

> "All individuals who trained with the national swimming teams of Canada Artistic Swimming who were subjected to psychological abuse, neglect and/or harassment by coaches and/or staff of Canada Artistic Swimming between January 1, 2010, and June 14, 2023."
>
> "Toutes les personnes qui se sont entraînées avec les équipes nationales de Natation artistique Canada et qui ont été victimes d'abus, de négligence et/ou de harcèlement psychologique de la part des entraîneurs et/ou du personnel de Natation artistique Canada entre le 1er janvier 2010 et le 14 juin 2023."

[4] **CONSIDERING** that the Petitioners now bring before this Court an *Application for the Approval of the Settlement Agreement and Approval of the Post-Approval Notices*;

[5] **CONSIDERING** the guiding principles for the approval of a settlement in a class action: The benefits that the transaction provides to each class member;

a) The claims process and administrative costs;

b) The risks associated with continuing the litigation;

c) The scope of the release;

d) The members' opinion;

e) The integrity of the judicial process and the absence of collusion;

[6] **CONSIDERING** that the Court finds that the advantages of the Agreement outweigh its disadvantages, that it is in the best interest of Class Members and of justice, and that it respects the principle of proportionality;

[7] **CONSIDERING** that no Class Member has objected to the Agreement during the objection period;

[8] **CONSIDERING** that class counsel is acting on a *pro bono* basis;

THEREFORE, THE COURT:

[9] **GRANTS** the present *Application for the Approval of the Settlement Agreement and Approval of the Post-Approval Notices;*

[10] **DECLARES** that the Agreement (including its Recitals and Schedules) is valid, fair, reasonable and in the best interest of Class Members and that it constitutes a transaction within the meaning of articles 2631 and following of the *Civil Code of Québec*, binding all Parties to the Agreement and Class Members who have not opted out;

[11] **ORDERS** the collective recovery of the claims with individual liquidation of the Class Members' claims;

[12] **APPROVES** the Agreement and its Schedules in accordance with Article 590 of the *Code of Civil Procedure*;

[13] **DECLARES** that the Agreement, including its definitions and Schedules, is an integral part of the judgment to be rendered;

[14] **DECLARES** that the Agreement is a full and final settlement of any dispute arising directly or indirectly from the facts referred to in the proceedings brought in the context of this Class Action, for the period from January 1, 2010, and June 14, 2023, without any admission of liability;

[15] **DECLARES** that the Agreement is to be implemented in accordance with the terms set out therein regarding the distribution of individual compensation;

[16] **AUTHORIZES** the Petitioners, in their capacity as representatives of the Class Members, to grant full and final discharge to the Respondent in respect of capital, interest, costs and additional compensation, for any dispute arising directly or indirectly from the facts referred to in the proceedings brought in the context of this Class Action, for the period from January 1, 2010, and June 14, 2023;

[17] **ORDERS** the Parties and the Class Members who have not opted out to comply with the terms set out in the Agreement;

[18] **APPROVES** the Post-Approval Notice substantially in the form of Schedule B;

[19] **ORDERS** the Respondent to disseminate the Post-Approval Notice pursuant to clause 6.8 of the Agreement;

[20] **APPROVES** the Distribution Protocol, substantially in the form of Schedule C, with the following amendment to its section 26:

> 26. After the payments have been accepted by Class Members, after uncashed cheques and electronic fund transfers have been deposited back into the Settlement Account, and no later than eight (8) months after the distribution of the Settlement Funds, the Claim Administrator shall proceed to the cy-près distribution of the remaining unclaimed funds by paying the amounts owing to the Fonds d'aide aux actions collectives pursuant to the Regulation respecting the percentage withheld by the Fonds d'aide aux actions collectives, CQLR c F-3.2.0.1.1, r. 2, then to the Canadian Centre for Mental Health and Sport, a charitable organization selected jointly by the Parties and which has a direct connection with safety and sport.

[21] **APPROVES** the Claim Form substantially in the form of Schedule D;

[22] **ORDERS** the Parties to ask for a closing judgment once the administration of the Settlement is completed;

[23] **DECLARES** that the Court will remain seized of any issue that may be raised by the Parties with respect to the implementation of the Settlement Agreement, until it has rendered a closing judgment;

[24] **RESERVES** the right to the Fonds d'aide aux actions collectives to receive, in respect of an eventual unclaimed balance, if any, the percentage set forth in the Regulation respecting the percentage withheld by the Fonds d'aide aux actions collectives, RLRQ, c. F-3.2.0.1.1.r.2;

[25] **ORDERS** the Claim Administrator, VeritaGlobal to send the report of the administration of the Agreement to the Court, the parties, and the Fonds d'aide aux actions collectives in accordance with sections 59 and 60 of the Regulation of the Superior Court of Québec in civil matters, chapter C-25.01, r. 0.2.1;

[26] **THE WHOLE,** without costs.

DONALD BISSON, J.S.C.

Me Hannah Toledano and Me Andrea Pavaluca
DAVIES WARD PHILLIPS & VINEBERG S.E.N.C.R.L, S.R.L.
Lawyers for the Petitioners

Me Carlos Sayao
TYR LLP
Lawyer for the Petitioners

Me Jo-Anne Demers and Me Vincent F. Tremblay
CLYDE & CIE CANADA LLP
Lawyers for the Respondent

Me Ryan Mayele
FONDS D'AIDE AUX ACTIONS COLLECTIVES
Lawyer for the Impleaded Party

Hearing date: May 11, 2026