

SETTLEMENT AGREEMENT

Dated the 26 day of July, 2023

Between:

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

-and-

Calgary Exhibition and Stampede Limited and Calgary Stampede Foundation

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

TABLE OF CONTENTS

	Page
SECTION 1 - RECITALS	1
SECTION 2 - DEFINITIONS	1
2.1 Defined Terms.....	1
SECTION 3 - RESPONSIBILITY FOR LIABILITY	4
3.1 Acceptance of Responsibility for Liability.....	4
3.2 Agreement to Pay Damages	5
SECTION 4 - REMOVAL OF PUNITIVE DAMAGES ALLEGATIONS	5
4.1 Punitive Damages Allegations Against the Stampede Defendants	5
SECTION 5 - CASE MANAGEMENT	5
5.1 Case Management Justice	5
5.2 Scheduled Hearing Date	5
SECTION 6 - MEDIATION OR JUDICIAL DISPUTE RESOLUTION	6
6.1 Agreement to Engage in Mediation or Judicial Dispute Resolution.....	6
SECTION 7 - COSTS TO DATE	6
7.1 Costs of the Action to Date and Costs of the Summary Judgment Application	6
SECTION 8 - NOTICE OF SETTLEMENT AGREEMENT APPROVAL APPLICATION AND NOTICE	6
8.1 Notice of Settlement Agreement Approval Application.....	6
8.2 Notice of Settlement Agreement Approval.....	6
SECTION 9 - OBJECTIONS	7
9.1 Deadline for Objection and Submission of Objection	7
9.2 Form of Objection	7
9.3 Late Objections	7
SECTION 10 - SETTLEMENT AGREEMENT APPROVAL APPLICATION AND NOTICE	7
10.1 Settlement Agreement Approval Application	7

10.2	Settlement Agreement Approval Notice	8
SECTION 11 - TERMINATION OF SETTLEMENT AGREEMENT.....		8
11.1	General.....	8
SECTION 12 - MISCELLANEOUS		9
12.1	Entire Agreement.....	9
12.2	Best Efforts.....	9
12.3	Ongoing Jurisdiction and Governing Law	9
12.4	Interpretation	10
12.5	Survival.....	10
12.6	Negotiated Agreement	10
12.7	Acknowledgements.....	11
12.8	Authorized Signatures.....	11
12.9	Counterparts	11
12.10	Notice 11	

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

SCHEDULE "B" -- Plan of Notice

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

SCHEDULE "D" -- Settlement Agreement Approval Order

SCHEDULE "E" -- Settlement Agreement Approval Notice

SETTLEMENT AGREEMENT

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

SECTION 1 - RECITALS

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

SECTION 2 - DEFINITIONS

2.1 Defined Terms

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

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

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

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

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

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

SECTION 3 - RESPONSIBILITY FOR LIABILITY

3.1 Acceptance of Responsibility for Liability

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

3.2 Agreement to Pay Damages

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

SECTION 4 - REMOVAL OF PUNITIVE DAMAGES ALLEGATIONS

4.1 Punitive Damages Allegations Against the Stampede Defendants

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

SECTION 5 - CASE MANAGEMENT

5.1 Case Management Justice

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

5.2 Scheduled Hearing Date

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

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

SECTION 6 - MEDIATION OR JUDICIAL DISPUTE RESOLUTION

6.1 Agreement to Engage in Mediation or Judicial Dispute Resolution

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

SECTION 7 - COSTS TO DATE

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

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

SECTION 8 - NOTICE OF SETTLEMENT AGREEMENT APPROVAL APPLICATION AND NOTICE

8.1 Notice of Settlement Agreement Approval Application

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

8.2 Notice of Settlement Agreement Approval

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

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

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

SECTION 9 - OBJECTIONS

9.1 Deadline for Objection and Submission of Objection

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

9.2 Form of Objection

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

9.3 Late Objections

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

SECTION 10 - SETTLEMENT AGREEMENT APPROVAL APPLICATION AND NOTICE

10.1 Settlement Agreement Approval Application

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

10.2 Settlement Agreement Approval Notice

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

SECTION 11 - TERMINATION OF SETTLEMENT AGREEMENT

11.1 General

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

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

SECTION 12 - MISCELLANEOUS

12.1 Entire Agreement

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

12.2 Best Efforts

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

12.3 Ongoing Jurisdiction and Governing Law

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

12.4 Interpretation

(A) In the Settlement Agreement:

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

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

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

12.5 Survival

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

12.6 Negotiated Agreement

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

12.7 Acknowledgements

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

12.8 Authorized Signatures

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

12.9 Counterparts

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

12.10 Notice

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

For Plaintiffs and Class Counsel:

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

For Stampede Defendants:

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

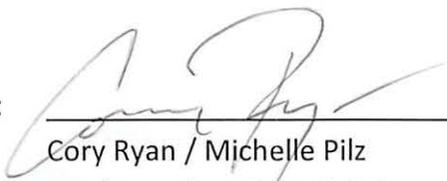
The Parties have executed this Settlement Agreement as of the date on the cover page.

For the Plaintiff and the Class

Per: 

Gavin Price / Kajal Ervin
Jensen Shawa Solomon Duguid Hawkes LLP

For the Stampede Defendants

Per: 

Cory Ryan / Michelle Pilz
Borden Ladner Gervais LLP

SCHEDULE "A" TO THE SETTLEMENT AGREEMENT

NOTICE OF SETTLEMENT AGREEMENT APPROVAL ORDER

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



DOCUMENT **ORDER**

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

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

DATE ON WHICH ORDER WAS PRONOUNCED:

LOCATION OF HEARING OR TRIAL: Calgary, Alberta

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

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

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

IT IS HEREBY ORDERED THAT:

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

Justice of the Court of King's Bench of Alberta

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

PLAN OF NOTICE

A. Notice of Proposed Settlement and Approval Hearing

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

NOTICE OF SETTLEMENT APPROVAL HEARING (CONDENSED)

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

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

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

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

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

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



NOTICE OF SETTLEMENT APPROVAL HEARING

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

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

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

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

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

What is the Class Action about?

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

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

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

What is the proposed settlement?

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

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

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

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

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

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

A copy of the Settlement Agreement is posted there.

You may also contact the following lawyers for more information:

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

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

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

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

What's Next?

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

What do you have to do?

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

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

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

What if you object to the settlement?

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

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

classactions@jssbarristers.ca

Jensen Shawa Solomon Duguid Hawkes LLP

Attn: Calgary Stampede and Philip Heerema Class Action

#800, 304 – 8 Avenue SW

Calgary, Alberta T2P 1C2

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

SCHEDULE "D" TO THE SETTLEMENT AGREEMENT

SETTLEMENT AGREEMENT APPROVAL ORDER

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



DOCUMENT **SETTLEMENT APPROVAL ORDER**

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

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

DATE ON WHICH ORDER WAS PRONOUNCED:

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

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

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

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

IT IS HEREBY ORDERED THAT:

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

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

Justice of the Court of King's Bench of Alberta

NOTICE OF SETTLEMENT APPROVAL

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

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

READ THIS NOTICE CAREFULLY.

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

Executive Summary

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

The Class includes:

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

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

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

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

SCHEDULE "E" TO THE SETTLEMENT AGREEMENT

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

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

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

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

IMPORTANT:

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

BASIC INFORMATION:

Why is there a Notice?

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

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

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

What are the settlement benefits?

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

SCHEDULE "E" TO THE SETTLEMENT AGREEMENT

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

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

How to make a claim?

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

classactions@jssbarristers.ca

Jensen Shawa Solomon Duguid Hawkes LLP

Attn: Calgary Stampede and Philip Heerema Class Action

#800, 304 – 8 Avenue SW

Calgary, Alberta T2P 1C2

You may also contact the following lawyers for more information:

Kajal Ervin

(403) 571-0745

ervink@jssbarristers.ca

Cassandra Sutter

(403) 571-1054

sutterc@jssbarristers.ca