

SETTLEMENT AGREEMENT

Made as of November 15, 2021

Between

SARAH DOUCET and L.K.

(the “Plaintiffs”)

And

THE ROYAL WINNIPEG BALLET (carrying on business as The Royal Winnipeg Ballet
School) and BRUCE MONK

(the “Defendants”)

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SETTLEMENT AGREEMENT

RECITALS

- A. WHEREAS the Plaintiffs commenced the Action which alleges that Bruce Monk (Monk) improperly photographed Royal Winnipeg Ballet (RWB) students, and that the RWB is jointly and vicariously liable for the harms suffered by the photographed students and their family members;
- B. AND WHEREAS the Action was certified as a class proceeding, and a trial of the common issues is scheduled to commence February 14, 2022;
- C. AND WHEREAS the Defendants deny the allegations in the Action and assert that they have good and reasonable defences to the Plaintiffs' claims;
- D. AND WHEREAS the Defendants assert that they would actively pursue these defences through the common and individual issues trials, and, if necessary, on appeals, if the Plaintiffs continued the Action against them;
- E. AND WHEREAS the RWB asserted a cross-claim against Monk;
- F. AND WHEREAS the Parties have negotiated and entered into this Settlement Agreement to avoid the further expense, inconvenience, and burden of this litigation 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 Proposed Class, and which were or could have been asserted by the Releasees against one another, and generally to avoid the risks inherent in uncertain, complex and protracted litigation, and thereby to put to rest this controversy;
- G. AND WHEREAS the Parties and their lawyers participated in a mediation on September 24, 2021 and reached a conditional settlement of the Action and the cross-claim at that time;
- H. 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;
- I. AND WHEREAS as a result of the negotiations and mediation, the Parties have entered into this Settlement Agreement, which 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 Ontario Superior Court of Justice;
- J. AND WHEREAS the Plaintiffs have agreed to accept this settlement in part because they have concluded, based on the advice of Counsel, that the Settlement Fund to be paid by the RWB, on behalf of the 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, given the attendant risks of litigation in light of the defences that may be asserted by the Defendants, and the delays that would be attendant upon holding a common issues trial and then individual issues hearings;

K. AND WHEREAS the RWB has agreed to settle its cross-claim against Monk relying upon his representations regarding his current finances and assets provided to the RWB during the course of the mediation;

L. AND WHEREAS Class Counsel have engaged in consultations with the Provincial Health Insurers, negotiated their entitlement to compensation separately from that for the Class, and the Provincial Health Insurers have authorized Class Counsel to enter into this Settlement Agreement and agree to be bound by this Settlement Agreement;

M. AND WHEREAS the Parties and their lawyers agree that neither this Settlement Agreement nor any statement made in the negotiations leading to this Settlement Agreement shall be deemed or construed as an admission by or evidence against the Releasees or evidence of the truth of any of the Plaintiffs' allegations;

N. AND WHEREAS the Plaintiffs have reviewed the Settlement Agreement with Class Counsel, and fully understand the terms of this Settlement Agreement, and, based on a thorough analysis of the applicable facts and law, and having regard to the burden and expense in prosecuting the Action, including the risks and uncertainties associated with trials and appeals, and the trauma that Class Members may experience in proving their loss in an adversarial setting, the Plaintiffs and their counsel have concluded that this Settlement Agreement is fair, reasonable and in the best interests of the Plaintiffs and the Class;

O. AND WHEREAS the Defendants are entering into this Settlement Agreement in order to achieve a final and nation-wide resolution of all claims which have been asserted, or which could have been asserted against the Releasees by the Plaintiffs and the Provincial Health Insurers in the Action, and to avoid further expense, inconvenience and the distraction of burdensome and protracted litigation;

P. AND WHEREAS the Parties therefore wish to, and hereby do, fully and finally resolve the Action on a national basis, without admission of liability by the Defendants, subject to the approval of the Court;

Q. AND WHEREAS for the purposes of settlement only and contingent on orders by the Court as provided for in this Settlement Agreement, the Plaintiffs have consented to a dismissal of the Action against the Defendants, and RWB has consented to a dismissal of its cross-claim against Monk;

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 and the cross-claim shall be dismissed with prejudice, on the following terms and conditions, subject to Court approval:

SECTION 1 – DEFINITIONS

1. For the purpose of this Settlement Agreement only, including the Recitals and Schedules hereto:

- (a) *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.
- (b) *Action* means the action issued in the Ontario Superior Court: Sarah Doucet and L.K. v. The Royal Winnipeg Ballet (carrying on business as The Royal Winnipeg Ballet School) and Bruce Monk bearing Court File No. CV-16-564335-00CP.
- (c) *Administration Expenses* means all fees, disbursements, expenses, costs, taxes, and any other amounts incurred or payable by the Plaintiffs, Class Counsel, or otherwise for the approval, implementation and operation of this Settlement Agreement, including the costs of notices, the costs of translation of the notices, and the fees and expenses of the Claims Administrator, but excluding Class Counsel Fees.
- (d) *Approval Hearing* means the hearing of the motion for the approval of this Settlement Agreement.
- (e) *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, or such other claims administrator approved by the Court;
- (f) *Claims Deadline* means the date that is 365 (three hundred and sixty-five) days from the date on which the notice of settlement approval is first disseminated, or such other date as may be set by the Court.
- (g) *Claims Period* means the 365 (three hundred and sixty-five) day 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.
- (h) *Class Counsel Fees* means the fees, disbursements, HST, and other applicable taxes or charges of Class Counsel, as approved by the Court.
- (i) *Class Counsel* means Waddell Phillips Professional Corporation and Gillian Hnatiw & Co.;
- (j) *Class or Class Members* means all members of both the Student Class and the Derivative Class.
- (k) *Costs* means a payment towards the costs of the Action incurred by the Plaintiffs on behalf of the Class, as described herein.
- (l) *Court* means the Ontario Superior Court of Justice.
- (m) *Defendants* means The Royal Winnipeg Ballet (carrying on business as The Royal Winnipeg Ballet School) and Bruce Monk.

- (n) *Derivative Class* or *Derivative Class Members* means all dependants of Student Class Members, as that term is defined by section 61 of the *Family Law Act*, RSO 1990 c.F.3.
- (o) *Effective Date* means the date on which the Final Order takes effect.
- (p) *Eligible Claimants* means the Eligible Student Class Members and the designated FLA recipients.
- (q) *Eligible Student Class Member* means a Student Class Member who has filed a claim on a timely basis and has determined by the Claims Administrator to be eligible to receive compensation under this Settlement.
- (r) *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.
- (s) *Net Settlement Fund* means the Settlement Fund, less Court-approved Class Counsel Fees, all Administration Expenses, and any honoraria payable to the Plaintiffs or other Class Members, as approved by the Court.
- (t) *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.
- (u) *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.
- (v) *Parties* means the Plaintiffs and the Defendants.
- (w) *Plaintiffs* means Sarah Doucet and L.K.
- (x) *Provincial Health Insurers* means all provincial and territorial Ministries of Health or equivalents, and/or provincial and territorial plans funding medical services throughout Canada, who are entitled to make a claim pursuant to the relevant provincial legislation.
- (y) *Recitals* means the recitals to this Settlement Agreement.
- (z) *Released Claims* means: (a) any and all manner of claims, demands, actions, suits, Québec civil law 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 (other than the Provincial Health Insurers), or any one 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 arising from the Student Class Members being photographed by Bruce Monk in a private setting and/or having their intimate photographs taken by Bruce Monk posted on the internet, sold, published or otherwise displayed in a public setting; and (b) as it relates to the Provincial Health Insurers, any and all manner of claims which a Provincial Health Insurer ever had, now has or hereafter can, shall or may have pursuant to provincial or territorial legislation that permits the recovery of healthcare costs or medical expenses from third parties, whether known or unknown, direct or indirect, subrogated or otherwise, relating in any way to any conduct by the Releasees prior to the execution of this Settlement Agreement concerning alleged harm or damages from the Student Class Members being photographed by Bruce Monk in a private setting and/or having their intimate photographs taken by Bruce Monk posted on the internet, sold, published or otherwise displayed in a public setting.

- (aa) *Releasees* means, jointly and severally, the Defendants and the RWB's 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.
- (bb) *Releasors* means, jointly and severally, individually and collectively, the Plaintiffs and the Class Members, and their respective successors, heirs, executors, administrators, trustees, and assigns, and the Provincial Health Insurers.
- (cc) *Schedules* has the meaning set out in Section 12.12.
- (dd) *Settlement Agreement* or *Settlement* means this agreement, including the Recitals and the Schedules.
- (ee) *Settlement Fund* means the total of all amounts paid to the Class pursuant to this Settlement Agreement as set out in Section 4.1(2), plus any interest accrued thereon.
- (ff) *Settlement Approval Hearing* means the Court hearing to determine if the Settlement Agreement is approved, and to fix the Class Counsel Fees.
- (gg) *Student Class* or *Student Class Members* means all persons who attended the Royal Winnipeg Ballet School from 1984 to 2015 and who, while enrolled at the School, were photographed by Bruce Monk in a private setting, including a subclass of all members of the Student Class whose intimate photographs taken by Bruce Monk were posted on the internet, sold, published or otherwise displayed in a public setting (the *Privacy Subclass*).

SECTION 2 – CONDITION PRECEDENT: COURT APPROVAL

2. Subject to section 7.3 below, this Settlement Agreement shall be null and void and of no force or effect unless it is approved by the Court.

SECTION 3 – COURT APPROVAL

3.1 Best Efforts

The Parties shall use their best efforts to effect this Settlement and to secure the prompt, complete and final dismissal with prejudice of the Action against the Defendants and the cross-claim against Monk.

3.2 Motion Approving Notices of Approval Hearing

- (a) At a time mutually agreed to by the Parties after this Settlement Agreement is executed, the Plaintiffs 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.

3.3 Motion for Settlement Approval

- (a) As soon as practicable after the Notices of Approval Hearing have been disseminated, the Plaintiffs 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.

SECTION 4 – SETTLEMENT BENEFITS

4.1 Payment of Settlement Fund

- (1) By no later than thirty days after the Court’s approval of the Settlement Agreement, the RWB, on behalf of the Defendants, will pay the \$10,000,000 CAD Settlement Fund to Waddell Phillips Professional Corporation, in trust, for the benefit of the Class, in full satisfaction of all of the Released Claims against the Releasees.
- (2) Class Counsel shall hold the Settlement Fund in trust in an interest bearing trust account for the benefit of the Class, and shall transfer the Settlement Fund to the Account of the Claims Administrator, less Class Counsel Fees and Honouraria 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 Class Counsel Fees and Honoraria deducted from the Settlement Fund, including supporting documentation. However, in the event that no appeal may be taken from the Court's order approving the Settlement Agreement, such that the Court's order is the Final Order, Class Counsel need not deposit the Settlement Fund into an interest bearing trust account.

(3) In the event that a Final Order is not obtained approving the Settlement, Class Counsel shall pay to the lawyer for the RWB, in trust, the full amount of the Settlement Fund, inclusive of any accrued interest. All the expenses incurred by the Plaintiffs 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 the common issues trial.

(4) 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 notice to the Defendants.

(5) The Settlement Fund shall be allocated as follows, subject to the Court's determination of the total Class Counsel Fees:

- (a) \$50,000 to the Provincial Health Insurers;
- (b) \$1,000,000 CAD for the Court Costs of the Action, which will be applied towards payment of the total Class Counsel Fees that the court approves;
- (c) \$8,950,000 CAD to the Class Members, to be distributed in accordance with the Distribution Protocol attached as **Schedule "F"** after deduction of Class Counsel Fees, the levy payable to the Class Proceedings Fund, and all Administration costs.

(6) The Claims Administrator will invest the Settlement Fund in the Account. All interest accrued in the Account will be added to the Settlement Fund.

(7) The Defendants shall have no obligation to pay any amount in addition to the Settlement Fund.

(8) 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 Plaintiffs and Class Counsel.

4.2 RWB Apology

(1) The RWB shall issue a formal apology to the Class Members, by way of:

- (a) RWB's submission to the Court as part of the Settlement Approval Hearing;
- (b) a national press release to be released promptly following the Settlement Approval Order becoming Final; and

- (c) posting the apology on RWB's website under the "News" tab promptly following the Settlement Approval Order becoming Final.

The apology will be in a form attached as **Schedule "G"**.

4.3 Payment of Settlement Funds by Bruce Monk to RWB

(1) Within 15 days of the Court's approval of the Settlement Agreement, Monk shall pay ten thousand dollars (CAD \$10,000.00) to the lawyers for the RWB, in trust, in full and final settlement of the RWB's cross-claim against Monk. The cross-claim will be dismissed at the same time as the Action.

(2) Failure of Monk to make this payment to the RWB will in no way effect the validity and enforceability of this Settlement as between the Plaintiffs and Defendants, and the Settlement of the Action on the terms set out herein shall be completed notwithstanding any default in payment by Monk to the RWB.

4.4 Appointment and Role of Claims Administrator

(1) The Court shall appoint Epiq Class Action Services (Epiq) as the Claims Administrator for the purpose of providing notice of the Settlement to the Class, and to administer the Settlement, or such other claims administrator as the Court may appoint. Laura Bruneau shall be the Chief Claims Evaluator.

(2) 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 and destroyed.

(3) The Claims Administrator shall disseminate the Notices, process all claims, and administer the payment of the Settlement Fund to the Eligible Claimants 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 Claimants, or to assist in determining the level of compensation to which Class Members are entitled. The Defendants shall have no right to participate in the claims administration process, but the RWB shall provide reasonable assistance to the Claims Administrator, if called upon by Epiq to do so.

(4) The Claims Administrator shall offer its services to the Class in both French and English.

(5) The Claims Administrator shall report to the Court, Class Counsel and to Defendants' 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 Claimants.

(6) In any reports delivered to the Court or to Defendants' Counsel, the Claims Administrator shall refer to the Class Members only by a unique claims identifier number, and not by their names.

(7) The Releasees, the Plaintiffs 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.

4.5 Claims and Claimants

(1) The Plaintiffs' best estimate of the number of Eligible Claimants is 250, but they have been provided with no corroboration of this estimate by the Defendants, and the total number of Eligible Claimants may be more or less than 250.

(2) Immediately following the execution of this Settlement Agreement (if not already done), the RWB will provide to Class Counsel a list of all known Student Class Members, including their names, last known mailing and/or email address, the dates of enrollment at the RWB School, to the extent such information is available, and the students' identified gender at the time of enrollment, if known (the "Student Class Member List").

(3) Class Counsel and the Claims Administrator shall use the Student Class Member List to effect 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 Student Class Member List with any other person.

(4) In order to receive a payment from the Settlement Fund, each Student 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. Completed claim forms, along with any supporting documentation, must be received by the Claims Administrator no later than 11:59 pm ET on the Claims Deadline.

(5) The Claims Administrator may use the Student Class Member List to confirm if a claimant is a Student Class Member. However, if a claimant's name is not on the Student Class Member List, the claimant may still establish that they are a Student Class Member by including sufficient evidence in their claim to satisfy the Claims Administrator that the claimant is more likely than not a Student Class Member.

(6) 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 ET on the Claims Deadline.

(7) The Claims Administrator shall determine, in its sole discretion, whether a claim form has been properly completed, whether a claim has been validly asserted by a Class Member, such that they are an Eligible Student Class Member.

(8) The decision of the Claims Administrator as to whether a claim has been received on a timely basis, is validly asserted by an Eligible Student Class Member, and the number of points allocated to the Class Member shall be final, and not subject to appellate review.

(9) 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.

(10) The Claims Administrator may also obtain further information to assist a claimant in completing an incomplete claim by conducting an in-person interview with the claimant, which may be held by telephone, or video conference as agreed between the claimant and Epiq.

(11) 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 of the RWB during the Class Period, and that they were photographed by Bruce Monk in a private setting. Failure to provide such evidence within the 30 day period will result in the claimant being conclusively excluded from being an Eligible Student Class Member. There shall be no right of appeal following the reconsideration by the Claims Administrator.

(12) All supplemental information for claims and further submissions following the denial of a claim must be provided to Epiq by no later than 6 months following the Claims Deadline, unless the Court orders otherwise.

(13) The Claims Administrator will appoint up to a maximum of 10 Claims Evaluators who will assess each Eligible Student Class Members' claim to determine the number of points to be allocated to the Eligible Class Member for payment from the Student Fund, if the Eligible Student Class Member seeks compensation from the Student Fund.

(14) 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 Student Class Member, and shall not wait until the end of the Claim Period.

(15) Every Eligible Student Class Member will be entitled to receive one (1) payment of CAD one thousand dollars (\$1,000) from the Health Services Fund, if they make a claim for this payment on their claim form, until such time as the Health Services Fund is fully depleted or until Eligible Student Class Members have been finally determined, whichever is first. There is not requirement that the Eligible Student Class Member demonstrate a need for health services or that they have incurred health service expenses in the past.

(16) Each Eligible Student Class Member's claim, may include a claim for compensation by that claimant's associated FLA Class Members.

(17) If an FLA Class Member claim is asserted, then the Student Class Member claimant must designate one FLA Class member as the recipient of the payment from the FLA Fund, and that person must complete the FLA Claimant section of the claim form.

(18) If the Student Class Member claimant is found to be an Eligible Student Class Member, then the designated FLA recipient will automatically qualify to receive a single lump-sum payment of no more than \$2,500, to be distributed by the designated FLA recipient to one or more of the Eligible Student Class Member's FLA Class Members as the designated FLA recipient deems fit.

(19) The Claims Administrator shall bear no responsibility for the distribution of the FLA Fund payment by the designated FLA recipient as among the Eligible Student Class Member's FLA Class Members.

SECTION 5 – DISTRIBUTION OF THE SETTLEMENT FUND AND ACCRUED INTEREST

5.1 Settlement Fund Distribution

(1) The Settlement Fund shall be held in trust by Class Counsel, and then by the Claims Administrator, and shall only be disbursed by it in accordance with the provisions of this Settlement Agreement and the Final Order.

(2) The Net Settlement Fund shall be distributed in accordance with the Distribution Protocol (Schedule F).

(3) 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.

5.2 Order of Distribution of Settlement Fund

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

5.3 Cy-près Distribution

(1) If, six months following the completion of the distribution of the Settlement Fund to all Eligible Claimants there remains any unallocated amounts in the Settlement Fund, or distributed Settlement Fund cheques have become stale dated without being cashed, then such amounts remaining in the Settlement Fund shall be paid cy-près to the Dancer Transition Resource Centre, a national organization that provides compassionate support and practical services, including counselling, to dancers at all stages of their career.

(2) The Parties agree that the Dancer Transition Resource Centre is an appropriate cy-près recipient of any undistributed Settlement Funds, and that it will provide indirect benefits to the Student Class Members through its counselling services.

5.4 Taxes

- (1) 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.
- (2) It is acknowledged and agreed that the Settlement Fund is compensation for damages sustained by the Class, and is not compensation for lost income.
- (3) Subject to section 5.4(5), 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.
- (4) Subject to section 5.4(5), the RWB 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.
- (5) In the event that this Settlement Agreement is terminated, the interest earned on the Settlement Fund while on deposit in Class Counsel's trust account shall be paid to the RWB, or as directed in writing by the lawyer for the RWB, and in such case, the RWB or its insurers shall be responsible for the payment of all taxes on such interest received by them.

SECTION 6 – RELEASES AND DISMISSALS

6.1 Release of Releasees

- (1) 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 Releasers forever and absolutely release the Releasees from the Released Claims. And for the consideration provided herein, the Class Member Releasers agree not to make any claim or take or continue any proceedings arising out of or relating to the subject matter of the Released Claims, including the alleged harm or damages from the Student Class Members being photographed by Bruce Monk in a private setting and/or having their intimate photographs taken by Bruce Monk posted on the internet, sold, published or otherwise displayed in a public setting, 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 *Negligence Act* 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.
- (2) An Order will be sought at the hearing for approval of the Settlement Agreement which shall include a term releasing the claims of the Provincial Health Insurers in substantially the following form:

In consideration of the payments made to the Provincial Health Insurers set out in the Settlement Agreement, the Provincial Health Insurers are deemed to forever and

absolutely release the Releasees from the Released Claims and the Provincial Health Insurers shall be bound by the Settlement Agreement.

(3) Without limiting any other provisions herein, each Class Member, whether or not she, he or they submits a claim or otherwise receives an award from the Claims Administrator, and each Provincial Health Insurer, will be deemed by this Settlement Agreement completely and unconditionally to have released and forever discharged the Releasees from any and all Released Claims.

(4) Each Class Member, whether or not she, he or they submits a claim or otherwise receives an award, and each Provincial Health Insurer, 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.

6.2 Dismissal of the Action

The Final Order shall include a term that the Action and the cross-claim are dismissed with prejudice and without costs.

SECTION 7 – TERMINATION OF SETTLEMENT AGREEMENT

7.1 Right of Termination

(1) The Defendants, the Plaintiffs and Class Counsel shall have the right to terminate this Settlement Agreement, in the event that:

- (a) the Court declines to approve this Settlement Agreement or any material term or part thereof; or
- (b) the content of the Final Order approved by the Court fails to comply in any material respect with the terms of this Settlement Agreement.

(2) 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 7.1(1). Upon delivery of such a written notice, this Settlement Agreement shall be terminated.

7.2 If Settlement Agreement is Terminated

(1) 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.

(2) 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 RWB, in trust. Following this, counsel for the RWB will promptly return the amount of CAD \$10,000 in respect to the crossclaim to counsel for Mr. Monk, in trust.

(3) 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.

(4) The Parties expressly reserve all of their respective rights if the Court does not approve this Settlement Agreement.

7.3 Survival of Provisions After Termination

If this Settlement Agreement is terminated or otherwise fails to take effect for any reason, the provisions of this section 7 and sections 4.1(3), 4.4(2), 4.5(2), 4.5(3), 5.4(3), 5.4(5) and 10.3 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 8 – LEGAL FEES

(1) Class Counsel will bring a motion to the Court for approval of Class Counsel Fees contemporaneously with the Plaintiffs' motion for settlement approval. The Defendants will not take any position with respect to the amount of fees requested by Class Counsel.

(2) Class Counsel Fees 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.

(3) 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. Class Counsel commit to assisting Class Members with making their claims as part of the services for the Class Counsel Fees.

SECTION 9– NO ADMISSION OF LIABILITY

(1) The Parties agree that, whether or not this Settlement Agreement is finally approved or is terminated, this Settlement Agreement and anything contained herein, and any and all negotiations, documents, discussions, and proceedings associated with this Settlement Agreement, and any action taken to carry out this Settlement Agreement, shall not be deemed, construed, or interpreted to be an admission of any violation of any statute of law, or of any wrongdoing or liability by the Releasees, or of the truth of any of the claims or allegations made in the Action.

(2) The Parties further agree that, whether or not this Settlement Agreement is finally approved or is terminated, neither this Settlement nor any document relating to it shall be offered in evidence in any action or proceeding in any court, agency or tribunal as an admission of any violation of

any statute of law, or of any wrongdoing or liability by the Releasees, or of the truth of any of the claims or allegations made in the Action. However, nothing in this section shall prevent the Parties from filing the Settlement Agreement or any document related thereto in evidence in order to seek Court approval of this Settlement Agreement or to give effect to and enforce the provisions of this Settlement Agreement.

SECTION 10 – MISCELLANEOUS

10.1 Headings, etc.

In this Settlement Agreement:

- (a) 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
- (b) 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

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

10.3 Governing Law

This Settlement Agreement shall be governed by, construed and interpreted in accordance with the laws of the Province of Ontario.

10.4 Entire Agreement

This Settlement Agreement constitutes the entire agreement among the Parties, and supersedes 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. 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.

10.5 Binding Effect

On the Effective Date this Settlement Agreement shall be binding upon, and inure to the benefit of the Releasers, the Releasees, Class Counsel, and the Claims Administrator.

10.6 Counterparts

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.

10.7 Negotiated Agreement

This Settlement Agreement has been the subject of negotiations and a mediation 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.

10.8 Language

The Parties acknowledge that they have required and consented that this Settlement Agreement and all related documents be prepared in English; les parties reconnaissent avoir exigé que la présente convention et tous les documents connexes soient rédigés en anglais. A French translation of all notices required by this Settlement Agreement shall be paid for as an Administration Expense.

10.9 Recitals

The recitals to this Settlement Agreement are true and form part of the Settlement Agreement.

10.10 Schedules

The Schedules annexed hereto form part of this Settlement Agreement and are:

- (a) Schedule A – Order approving Notices of Approval Hearing;
- (b) Schedule B – Notices of Approval Hearing (short and long form) (Appendix B-1 and B-2 to Schedule A);
- (c) Schedule C – Notice Protocol (Appendix A to Schedule A);
- (d) Schedule D – Settlement Approval Order;
- (e) Schedule E – Notices of Settlement Approval (short and long form);
- (f) Schedule F – Distribution Protocol; and
- (g) Schedule G - Apology.

10.11 Acknowledgements

Each of the Parties hereby affirms and acknowledges that:

- (a) 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;
- (b) 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
- (c) 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.

10.12 Authorized Signature

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.

10.13 Notice

Where this Settlement Agreement requires a Party to provide notice or any other communication or document to another, 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 for Class Counsel:

Margaret L. Waddell
Waddell Phillips Professional Corporation
36 Toronto Street, Suite 1120
Toronto ON M5C 2C5
Telephone: 416-477-6979
Facsimile: 416-477-1657
Email: marg@waddellphillips.ca

For The Royal Winnipeg Ballet:

Elizabeth Bowker
Stieber Berlach LLP
3200-130 Adelaide Street West
Toronto, ON M5H 3P5
Telephone: 416-594-4677
Facsimile: 416-366-1466
Email: ebowker@sblegal.ca

For Bruce Monk:

Susan Adam Metzler
Miller Thomson LLP
5800-40 King Street West
Toronto, ON M5H 3S1
Telephone: 416-595-8500
Facsimile: 416-595-8695
Email: smetzler@millerthomson.com

The Parties, by their counsel, have executed this Settlement Agreement effective as of the date on the cover page.

Dated at Toronto, this day of December, 2021

DocuSigned by:

A851BCFB9D6C4D0...

Waddell Phillips
Professional Corporation
Margaret L. Waddell
Lawyers for the Plaintiffs,
Sarah Doucet and L.K

Dated at Toronto, this day of December, 2021

12/7/2021

DocuSigned by:

E76BF963F7694FA...

Stieber Berlach LLP
Elizabeth Bowker
Lawyers for the Defendant,
The Royal Winnipeg Ballet

Dated at Toronto, this 9 day of December, 2021

DocuSigned by:

4234FE18F8FC45F...

Miller Thomson LLP
Susan Adam Metzler
Lawyers for the Defendant,
Bruce Monk

ONTARIO
SUPERIOR COURT OF JUSTICE
Proceeding commenced at TORONTO

under the *Class Proceedings Act, 1992*

SETTLEMENT AGREEMENT

Waddell Phillips Professional Corporation
36 Toronto Street, Suite 1120
Toronto, ON M5C 2C5
Margaret L. Waddell, Patti Shedden and Tina Q. Yang
marg@waddellphillips.ca
416-477-6979

Gillian Hnatiw & Co.
67 Yonge Street, 2nd Floor
Toronto, ON M5E 1J8
Gillian Hnatiw
gillian@gillianandco.ca

416-838-9605

Class Counsel

SCHEDULE A

Court File No.: CV-16-564335-00CP

**ONTARIO
SUPERIOR COURT OF JUSTICE**

THE HONOURABLE) [day], THE
JUSTICE PAUL M. PERELL) [date] DAY OF [month], 2021
)
)

B E T W E E N :

SARAH DOUCET and L.K. Plaintiffs

- and -

THE ROYAL WINNIPEG BALLET (carrying on business as The Royal Winnipeg Ballet School) and BRUCE MONK Defendants

Proceeding under the *Class Proceedings Act, 1992*

**ORDER
(FIRST NOTICE APPROVAL)**

THIS MOTION made by the Plaintiffs for an Order approving the form and content of the notices of hearing for settlement approval and class counsel fee approval (the “Notices”) and the method of dissemination of the Notices was heard this day by judicial videoconference at Toronto, Ontario.

ON READING the materials filed, including the Settlement Agreement dated as of [insert date] (the “Settlement Agreement”), and on hearing the submissions of counsel for the Plaintiffs and counsel for the Defendants;

AND ON BEING ADVISED that the Plaintiffs and the Defendants consent to this Order;

1. **THIS COURT ORDERS** that the Notice Protocol set out in Appendix “A” hereto is approved.

2. **THIS COURT ORDERS** that 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” hereto.

3. **THIS COURT ORDERS** that the expenses associated with translating the Notices and disseminating the Notices in accordance with the Notice Protocol may be paid by Class Counsel, and that Class Counsel shall be reimbursed for such expenses from the proceeds of any court-approved settlement made in favour of the Class, and if the settlement is not approved, then such expenses shall be part of the Plaintiffs’ costs of the proceeding.

4. **THIS COURT ORDERS** that Epiq Class Action Services is appointed as the Administrator to perform the functions set out in the Notice Plan.

5. **THIS COURT ORDERS** that the Royal Winnipeg Ballet (“RWB”) 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 enrollment at the RWB School, to the extent such information is available, and the students’ identified gender at the time of enrollment, if known (the “Student Class Member List”).

6. **THIS COURT ORDERS** that the RWB shall provide to Class Counsel all notices of certification of the action as a class proceeding that were returned to it as undeliverable, and that Class Counsel may edit the Student Class Member List to remove the addresses for all Class Members whose notices of certification were returned as undeliverable, and to add the current contact information for any Student Class Members who have contacted Class Counsel, following which the edited Student Class Member List will be provided to the Claims Administrator.

7. **THIS COURT ORDERS** that the Claims Administrator and Class Counsel shall use the information in the Student Class Member List for the sole purpose of effecting the Notice Plan and completing the settlement as contemplated in the Settlement Agreement, and for no other purpose.

8. **THIS COURT ORDERS AND DECLARES** that this Order constitutes an order compelling the production of personal information by the RWB 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 RWB is released from any and all obligations

pursuant to any such applicable privacy laws, in relation to the disclosure of personal information or personal health information required by this Order.

9. **THIS COURT ORDERS** that this Order does and is deemed to comply with any requirement under applicable privacy laws for the RWB to provide any notice to persons of disclosure of the information required by this Order without consent.

10. **THIS COURT ORDERS AND DECLARES** that no person may bring any action or take any proceeding against the RWB, Bruce Monk, Class Counsel, or the Administrator 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.

The Honourable Justice Paul M. Perell

ONTARIO
SUPERIOR COURT OF JUSTICE
Proceeding commenced at TORONTO

under the *Class Proceedings Act, 1992*

ORDER
(FIRST NOTICE APPROVAL)

Waddell Phillips Professional Corporation
36 Toronto Street, Suite 1120
Toronto, ON M5C 2C5
Margaret L. Waddell, Patti Shedden and Tina Q. Yang
marg@waddellphillips.ca
416-477-6979

Gillian Hnatiw & Co.
67 Yonge Street, 2nd Floor
Toronto, ON M5E 1J8
Gillian Hnatiw
gillian@gillianandco.ca

416-838-9605

Class Counsel

Schedule B-1 (Condensed Notice of Hearing)

**IMPORTANT NOTICE ABOUT THE CLASS ACTION AGAINST
ROYAL WINNIPEG BALLET SCHOOL AND BRUCE MONK**

This Notice is for all persons who attended the Royal Winnipeg Ballet School (RWB) from 1984 to 2015 and who, while enrolled at the RWB, were photographed by Bruce Monk in a private setting.

A proposed settlement of a class action against the RWB and Bruce Monk has been reached. The Court must approve the settlement before it can go ahead. The court hearing for settlement approval will take place virtually on February 11, 2022 at 10:00 am. At the same time, Class Counsel will be seeking the Court's approval for the payment of its fees from the settlement fund.

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://waddellphillips.ca/class-actions/royal-winnipeg-ballet-class-action/> or [insert EPIQ website info].

You may also call 1-888-684-5545 for more information, and reference the RWB Class Action.

SCHEDULE B-2 (Notice of Hearing)

<p>IMPORTANT NOTICE ABOUT THE CLASS ACTION AGAINST ROYAL WINNIPEG BALLET SCHOOL AND BRUCE MONK</p>
<p>Were you a student at the Royal Winnipeg Ballet School at any time between 1984 and 2015, and were you photographed by Bruce Monk in a private setting?</p>
<p>If yes, this notice is for you, and you are a Class Member.</p>
<p>A settlement has been reached in the class action lawsuit against the Royal Winnipeg Ballet School and Bruce Monk, and there will be a court hearing to decide if the settlement should be approved.</p>

If this settlement is approved, then Class Members who attended the Royal Winnipeg Ballet School and were photographed by Bruce Monk in a private setting can make a claim for compensation.

WHAT IS THIS LAWSUIT ABOUT?

This is a certified class action lawsuit called *Doucet v. Royal Winnipeg Ballet*, court file number CV-16-564335-00CP.

In the action, the Representative Plaintiffs alleged that Bruce Monk photographed RBW students in a private setting, and that many of these photographs were semi-nude or nude. Some of the photographs are alleged to have been posted on the internet. The Representative Plaintiffs alleged that the RWB was responsible at law for Monk's conduct.

Neither the RWB nor Monk has admitted liability. None of the allegations made in the class action have been proven in court. The settlement is a compromise of the parties' positions.

WHAT IS THE PROPOSED SETTLEMENT?

The RWB, on behalf of the Defendants, will pay \$10 million to settle the action. The settlement fund will be distributed to compensate all Eligible Student Class Members, taking into account the impact of the photo shoot(s) on the claimant, and whether images were posted on the internet.

The total compensation each Eligible Student Class Member will receive will depend upon both the total number of claimants, and the severity of the impacts of the photo shoot(s), as well as whether images were posted on the internet.

Each Eligible Student Class Member will be able to claim a one-time payment of CAD \$1,000 for health services (such as counselling).

In addition, Eligible Student Class Members will also be entitled to request a lump sum compensation for their related Family Class Members, which may be valued at up to \$2,500.

Requests for any additional information or questions about the class action or proposed settlement should be directed to Waddell Phillips Professional Corporation by phone at 1-888-684-5545. Class Members may also visit the following website: <https://waddellphillips.ca/class-actions/royal-winnipeg-ballet-class-action/>.

A copy of the Settlement Agreement is posted there.

SCHEDULE B-2 (Notice of Hearing)

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

If the settlement is approved, the class action will be dismissed in its entirety. The RWB and Monk will receive a release from all Class Members, whether the Class Member receives compensation or not. This means that no Class Members will be able to sue the RWB or Monk in the future for any harm or damage suffered as a result of being photographed by Monk while they were students.

Class Counsel are requesting that \$2,250,000 of the settlement fund be allocated towards their contingency legal fees, taxes, and disbursements, which is equivalent to 25% of \$9 million or 22.5% of the total settlement fund. 10% of the net settlement fund, after deduction of legal fees and expenses will also be paid to the Class Proceedings Fund, which provided financial support to enable the prosecution of the class action lawsuit.

WHAT'S NEXT?

An Ontario Superior Court judge will decide whether to approve the proposed settlement in an online hearing on **February 11, 2022 at 10:00 am**. 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 the other Class Members who were instrumental in bringing about the action, and prosecuting the claim for the benefit of all Class Members.

WHAT DO YOU HAVE TO DO?

You do not have to do anything at this time. You will receive another notice if the settlement is approved, that will explain how you can make a claim. If you want to audit the settlement approval hearing or make a statement to the court, you can contact us at the address below, and you will be provided with log-in information for the hearing, when it is available.

WHAT IF YOU OBJECT TO THE SETTLEMENT OR COUNSEL FEES?

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 that are being sought, you can make an objection to the Court in two ways:

- 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 counsel fees. Class Counsel will file these with the Court. Statements can be sent by email or mail and must be received by **February 9, 2022**, at 11:59 EST at:

reception@waddellphillips.ca

Waddell Phillips Professional Corporation
Attn: Royal Winnipeg Ballet Class Action
36 Toronto Street, Suite 1120
Toronto, ON M5C 2C5

- You can make submissions to the court in person at the settlement approval hearing. If you want to address the court, email reception@waddellphillips.ca by **February 9, 2022**, at 11:59 EST. Details of how to participate in the virtual hearing will be sent to everyone who wishes to speak.

SCHEDULE C
NOTICE PROTOCOL

A. Notice of Proposed Settlement and Approval Hearing

1. Immediately following the execution of this Settlement Agreement, the Royal Winnipeg Ballet (RWB) will provide to Class Counsel the list of all known Student Class Members, including their names, last known mailing and/or email address, the dates of enrollment at the RWB School, to the extent such information is available and known to the RWB, and the students' identified gender at the time of enrollment, if known (the "Student Class Member List").
2. The RWB has provided to Class Counsel all notices of certification that were returned as undeliverable. Class Counsel will edit the Student Class Member List to remove the addresses for these Class Members, update the addresses for any Student 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 Student Class Member List to the Claims Administrator.
3. Class Counsel will publish a national press release in English and in French 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 Approval Hearing Notice on Class Counsel's web page dedicated to this proceeding.
4. The Claims Administrator will deliver:
 - a) the Notice of Approval Hearing (English only) by email to any Class Member whose email address is listed on the edited Student Class Member List; and
 - b) the condensed Approval Hearing Notice (English only) by regular mail to all other individuals listed on the edited Student Class Member List.
5. The Claims Administrator will post the Notice of Approval Hearing (English and French) on its website, as well as a copy of the Settlement Agreement, and general information about the settlement.
6. Class Counsel will post the Notice of Approval Hearing in English and French, and the executed Settlement Agreement, on their firm website and on the private Facebook Group Page relating to this matter, along with a brief update advising of the proposed settlement of the action, setting out the key terms of the proposed settlement, and explaining the process for participating in the settlement approval process, including the process for objecting.
7. Class Counsel will post the particulars of the settlement approval hearing on their social media channels and include a link to their webpage containing the Notice of Approval Hearing.

SCHEDULE C
NOTICE PROTOCOL

8. Once filed with the court, Class Counsel will also post the Plaintiffs' motion for settlement approval and Class Counsel's motion for fee approval on their website.
9. The RWB will post the Notice of Approval Hearing in English and French on the News section of its website.

B. Notice of Settlement Approval

1. Class Counsel will publish a national press release in English and in French advising of the settlement approval, and include links to Class Counsel's web page dedicated to this proceeding.
2. The Claims Administrator will deliver:
 - a) the short-form Settlement Notice (English only) and Claim Form by email to any Class Member who was identified as female in the RWB School's enrollment records or whose gender at the time of enrollment in the RWB School is not known, and whose email address is listed on the edited Student Class Member List; and
 - b) the condensed Settlement Notice (English only) by regular mail to all other Class Members listed on the edited Student Class Member List who were identified as female in the RWB School's enrollment records or whose gender at the time of enrollment in the RWB School is not known.
3. The Claims Administrator and 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.
4. Class Counsel and the Claims Administrator will post the short-form and long-form Settlement Notices in English and French on their firm website and provide a link to same on the private Facebook Group relating to this matter, 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.
5. 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.
6. Sarah Doucet will post a link to the the short-form and long-form Settlement Notices on Class Counsel's webpage on her personal Facebook page and on her Twitter account.
7. The RWB will post the short-form and long-form Settlement Notices in English and French on the News section of its website.

SCHEDULE C
NOTICE PROTOCOL

8. Class Counsel will publish the condensed Settlement Notice (English only) in the digital version of *The Dance Current* magazine, and a minimum of two times in the print version of the magazine during the Claim Period.

SCHEDULE D

Court File No.: CV-16-564335-00CP

**ONTARIO
SUPERIOR COURT OF JUSTICE**

THE HONOURABLE)
)
JUSTICE PAUL M. PERELL) **[date] DAY OF [month], 2022**
) **[day], THE**

BETWEEN :

SARAH DOUCET and L.K.

Plaintiffs

- and -

THE ROYAL WINNIPEG BALLET (carrying on business as The Royal Winnipeg Ballet School) and BRUCE MONK

Defendants

Proceeding under the *Class Proceedings Act, 1992*

**ORDER
(SETTLEMENT APPROVAL)**

THIS MOTION made by the Plaintiffs for an Order approving the settlement agreement entered into with the Royal Winnipeg Ballet and Bruce Monk, appointing Epiq Class Action Services as Claims Administrator, and dismissing this action including the crossclaim was heard this day by judicial videoconference at Toronto.

ON READING the materials filed, including the settlement agreement dated **[insert date]** attached to this Order as Schedule "A" (the "Settlement Agreement"), **[any objections filed]** and on hearing the submissions of counsel for the Plaintiffs and the Defendants **[and any objectors]**;

ON BEING ADVISED that the Provincial Health Insurers consent to this Order;

ON BEING ADVISED that Epiq Class Action Services consents to be appointed as Claims Administrator;

AND ON BEING ADVISED that the Plaintiffs and the Defendants consent to this Order:

1. **THIS COURT ORDERS** that for the purposes of this Order, the definitions set out in the Settlement Agreement apply to and are incorporated into this Order.
2. **THIS COURT ORDERS** that in the event of a conflict between this Order and the Settlement Agreement, this Order shall prevail.
3. **THIS COURT ORDERS** that this Order, including the Settlement Agreement, is binding upon the Defendants and the Provincial Health Insurers in accordance with the terms thereof, 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 7.04(1) and 7.08(4) of the *Rules of Civil Procedure*, RRO 1990, Reg. 194 are dispensed with in respect of the Action.
4. **THIS COURT ORDERS AND DECLARES** that the Settlement Agreement is fair, reasonable and in the best interests of the Class.
5. **THIS COURT ORDERS** that the Settlement Agreement is hereby approved pursuant to s. 29 of the *Class Proceedings Act, 1992* and shall be implemented and enforced in accordance with its terms.
6. **THIS COURT ORDERS** that, upon the Effective Date, subject to paragraph 8, each Releasor has released and shall be conclusively deemed to have forever and absolutely released the Releasees from the Released Claims.
7. **THIS COURT ORDERS** that, 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.
8. **THIS COURT ORDERS** that for purposes of administration and enforcement of the Settlement Agreement and this Order, this Court will retain an ongoing supervisory role and the 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.

9. **THIS COURT ORDERS** that the Class Members shall be given notice of this Order in substantially the forms set out in Schedule E to the Settlement Agreement and in accordance with the Notice Protocol at Schedule C to the Settlement Agreement.

10. **THIS COURT ORDERS AND DECLARES** that Epiq Class Action Services is appointed as the Claims Administrator.

11. **THIS COURT ORDERS** that the Claims Administrator shall provide notice of this Order pursuant to the Notice Protocol, facilitate the claims administration process, and report to the Court and the Parties in accordance with the terms of the Settlement Agreement.

12. **THIS COURT ORDERS** that the Claims Administrator and Class Counsel shall use the information in the Student 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.

13. **THIS COURT ORDERS** that 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.

14. **THIS COURT ORDERS** that, 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.

15. **THIS COURT ORDERS** that, 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.

16. **THIS COURT ORDERS** that, upon the Effective Date, the Action and crossclaim are hereby dismissed without costs and with prejudice.

17. **THIS COURT ORDERS** that there shall be no costs of this motion.

The Honourable Justice Perell

ONTARIO
SUPERIOR COURT OF JUSTICE
Proceeding commenced at TORONTO
under the *Class Proceedings Act, 1992*

ORDER
(NOTICE APPROVAL)

Margaret Waddell, Patti Shedden and Tina Q. Yang
Waddell Phillips Professional Corporation
36 Toronto Street, Suite 1120
Toronto, ON M5C 2C5

Gillian Hnatiw
Gillian Hnatiw & Co.
67 Yonge Street, 2nd Floor
Toronto, ON M5E 1J8

Lawyers for the Plaintiff

Schedule E (Condensed Notice of Settlement)

**ROYAL WINNIPEG BALLET SCHOOL and BRUCE MONK
CLASS ACTION**

SETTLEMENT APPROVED

If you were a student at the Royal Winnipeg Ballet School (RWB) at any time between 1984 and 2015 and you were photographed by Bruce Monk while you were a student, then you are entitled to make a claim for a payment from the settlement of this class action.

The RWB on behalf of both Defendants has paid \$10 million to settle this action. After deduction of legal fees and administration expenses, the net settlement fund will be paid to Eligible Student Class Members and their family members as set out in the Settlement Agreement. Claims must be made by no later than [Date].

For more details and information about how you can make a claim for compensation, please go to <https://waddellphillips.ca/class-actions/royal-winnipeg-ballet-class-action/> or [insert EPIQ website info]. You may also call [insert EPIQ phone number] for more information.

**ROYAL WINNIPEG BALLET SCHOOL and BRUCE MONK
CLASS ACTION**

NOTICE OF SETTLEMENT APPROVAL and

CLAIMS PROCESS

If you were a student at the Royal Winnipeg Ballet School (RWB) at any time between 1984 and 2015 and you were photographed by Bruce Monk while you were a student, then you are entitled to make a claim for a payment from the settlement of this class action.

READ THIS NOTICE CAREFULLY.

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

Executive Summary

The Ontario Superior Court of Justice has approved the settlement of a class action against the Royal Winnipeg Ballet (RWB) and Bruce Monk (Monk) on behalf of the Class in the action *Doucet vs. Royal Winnipeg Ballet and Monk*, Court File No. CV-16-564335-00CP.

The Class includes:

All persons who attended the Royal Winnipeg Ballet School (the “School”) from 1984 to 2015 and who, while enrolled at the School, were photographed by Bruce Monk in a private setting (the Student Class),

including a subclass of:

All members of the Student Class whose intimate photographs taken by Bruce Monk were posted on the internet, sold, published or otherwise displayed in a public setting (the Privacy Subclass); and

All dependants of members of the Student Class, as defined by section 61 of the *Family Law Act*, R.S.O. 1990, c. F.3 (the Family Class).

The class action alleged that from 1984 to 2015, Monk was an employee of the RWB and improperly photographed RWB students in a private setting and, on some occasions, posted intimate images of the students onto the internet and sold the photographs. The claim alleges that this was a breach of fiduciary duty and that the Defendants were negligent, among other things.

The Settlement Agreement is a compromise of disputed claims, without any admission or findings of liability or wrongdoing against the RWB or Monk. The Defendants deny that they are liable to

the Class, and had a settlement not been reached, the action would have proceeded to a trial in February 2022.

The RWB, on behalf of the Defendants, has agreed to pay the all-inclusive amount of \$10,000,000 CAD (the “Settlement Fund”) to settle the class action, in return for releases and a dismissal of the class action. The Settlement Fund includes \$1,000,000 CAD for court costs, which will be allocated towards Class Counsel’s legal fees. The Court has approved payment of Class Counsel’s legal fees and disbursements inclusive of HST in the amount of \$X. The fees are X% of the Settlement Fund, exclusive of the court costs paid by RWB. These amounts have been deducted from the Settlement Fund, and paid to Class Counsel.

The Court has also approved payments in the total amount of \$X to be paid to the representative plaintiffs 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: [Epiq website]

or at: <https://waddellphillips.ca/class-actions/royal-winnipeg-ballet-class-action/>

IMPORTANT:

Class Members have until [DATE] to make a claim for a payment from the Settlement Fund. If you do not make a claim by [DATE], then you will not qualify to receive a payment from the Settlement Fund. You will not be allowed to make your own claim against the RWB or Monk, as the Settlement provides them with a full and final release on behalf of all Class Members.

BASIC INFORMATION

1. Why is there a Notice?

This action was certified as a class proceeding by court order dated June 27, 2018.

The parties entered into a settlement on [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 make a claim to receive a portion of the Settlement Fund.

2. What are the settlement benefits?

The RWB, on behalf of the Defendants, will pay \$10,000,000 CAD (the “Settlement Fund”) in full and final settlement of all claims made against both the RWB and Monk in the class action. The Settlement Fund will be allocated first to pay the class counsel fees approved by the Court in

the amount of \$X, then the levy payable to the Class Proceedings Fund of \$X, a payment to and the Provincial Health Insurers of \$50,000 CAD, and the costs of administering the settlement. The rest will be paid out to those Class Members who make a claim for compensation before the Claim Deadline.

In return, the Defendants have received a comprehensive release from the Class 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:

[Epiq website]

or at: <https://waddellphillips.ca/class-actions/royal-winnipeg-ballet-class-action/>.

In broad terms, Student Class Members who complete a valid claim form before the Claims Deadline of [DATE] will be "Eligible Student Class Members." They may be eligible to receive one or more of the following payments:

A. The Health Services Fund

1. Any Eligible Student Class Member may make a request for a payment from the Health Services Fund, to reimburse them for past counselling expenses or to pay for future counselling expenses in respect of the harms arising from being photographed by Bruce Monk. No proof of how the payments will be used is required. Nor is it necessary to establish that the Eligible Student Class Member has suffered any harm from the experience. One payment of \$1000 will be paid immediately to each Eligible Student Class Member who requests a payment from the Health Services Fund, until such time as the Health Services Fund is fully disbursed or until all Eligible Student Class Members have been finally determined by the Claims Administrator, whichever is first.

B. The Student Fund

2. Eligible Student Class Members will have their claims assessed by an independent claims administrator and points will be allocated on the following basis:
 - i. If the Eligible Student Class Member was touched by Bruce Monk in the genital, buttock, and/or breast areas during the photo shoot while they were either unclothed or partially unclothed, and their photos were published on the internet or elsewhere without the Eligible Class Member's consent: 7 points.
 - ii. If the Eligible Student Class Member's intimate photos were published on the internet or elsewhere without the Eligible Class Member's consent: 6 points.
 - iii. If the Eligible Student Class Member was touched by Bruce Monk in the genital, buttock, or breast areas during the photo shoot while they were either unclothed or partially unclothed: 6 points.

- iv. If Bruce Monk took photos of the Eligible Student Class Member while they were unclothed, or partially unclothed, or while they were clothed but the photographs were sexualized, and the Eligible Student Class Member has suffered a severe degree of harm as a result of the photo shoot, such that it has impacted on their quality of life, employability, family relationships or otherwise: 5 points.
- v. If Bruce Monk took photos of the Eligible Student Class Member while they were unclothed, partially unclothed, or while they were clothed but the photographs were sexualized, and the Eligible Class Member has suffered a significant degree of harm as a result of the photo shoot, which has impacted on their quality of life, employability, family relationships or otherwise: 3 points.
- vi. If Bruce Monk took photos of the Eligible Student Class Member while they were unclothed, partially unclothed, or while they were clothed but the photographs were sexualized, and the Eligible Student Class Member has suffered a moderate degree of harm as a result of the photo shoot, which has impacted on their quality of life: 1 point.

C. The FLA Fund

- 3. Any Eligible Student Class Member whose close family members who have been affected by the harms suffered by the Eligible Student Class Member are entitled to make a claim for compensation from the FLA Fund.

The Eligible Student Class member shall designate only one family member who will automatically qualify to receive a single lump sum payment of no more than \$2,500, which is to be distributed by the designated FLA recipient to the Eligible Student Class Member's family members as the designate deems fit.

3. What is this lawsuit about?

In 2016, the Plaintiffs commenced this class action against the Royal Winnipeg Ballet and Bruce Monk. The Plaintiffs alleged that from 1984 - 2015, Bruce Monk (an employee of the RWB) took improper and sexualized photographs of students, in a private setting, and in some cases posted and/or sold the photographs on the Internet. The Plaintiffs allege that the RWB failed to protect their students from the actions of Bruce Monk, and that the Defendants breached their fiduciary duties owed to the Students Class Members, and that they were negligent, among other things.

The Defendants dispute these allegations, and have not admitted liability.

4. 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 persons who attended the Royal Winnipeg Ballet School (the “School”) from 1984 to 2015 and who, while enrolled at the School, were photographed by Bruce Monk in a private setting (the Student Class),

including a subclass of:

All members of the Student Class whose intimate photographs taken by Bruce Monk were posted on the internet, sold, published or otherwise displayed in a public setting (the Privacy Subclass); and

All dependants of members of the Student Class, as defined by section 61 of the *Family Law Act*, R.S.O. 1990, c. F.3 (the Family Class).

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 by no later than [DATE]. 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
Attention: RWB Class Action
Nelson P.O. 20187 – 322 Rideau Street
Ottawa Ontario
K1N 5Y5
Fax: xxx
Email: info@XXXX

THE LAWYERS REPRESENTING YOU

5. 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 \$XXXXXX, as approved by the Court.

If you require assistance in completing your Claim Form, or in answering any additional questions that the Claims Administrator may have, Class Counsel will assist you with that, for no additional fee. These services are included in the fees that have been received.

GETTING MORE INFORMATION

6. 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

Attention: Royal Winnipeg Ballet Class Action Settlement

Nelson P.O. 20187 – 322 Rideau Street

Ottawa Ontario

K1N 5Y5

Fax: 1-866-262-0816

Email: info@XXXX

Class Counsel:

Waddell Phillips PC

Royal Winnipeg Ballet Class Action

36 Toronto St., Suite 1120

Toronto, ON M5C 2C5

Email: reception@waddellphillips.ca

Phone: 647-261-4486

Fax: 416-477-1657

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DISTRIBUTION PROTOCOL

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

The Distribution Protocol is intended to address the harms endured by students of the Royal Winnipeg Ballet who were photographed by Bruce Monk in a private setting, and for those who endured further harms because their photographs were published by Bruce Monk on the internet or elsewhere, without their consent. The Distribution Protocol is further intended to provide support for healing and the future well-being of the Eligible Student Class Members and their families. The financial compensation serves an important symbolic function in acknowledging the consequences of the harms endured by the Eligible Student 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 Student Class Members. The Claims Administrator and/or Claims Evaluator shall draw all reasonable and favourable inferences that can be drawn in favour of the claimant.

1. INDEPENDENT ASSESSMENT PROCESS**A. Submission of Basic Claim Form**

1. All claimants must submit their claim forms by the Claims Deadline.
2. 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.
3. 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.
4. Claimants will be asked to complete a Basic Claim Form to establish:
 - a. Whether the claimant is an Eligible Student Class Member who will receive compensation from the Student Fund;
 - b. Whether the claimant is the Executor of the Estate of an Eligible Student Class Member who will receive compensation from the Student Fund;
 - c. Whether the claimant is seeking compensation from the Counselling Fund and, if so, to include adequate information for electronic payment from the Counselling Fund in the event that the claimant is determined to be an Eligible Student Class Member or the Estate of an Eligible Student Class Member; and

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- d. Whether the claimant is seeking compensation on behalf of a designated family member from the FLA Fund; and, if so, to provide the name of the designated family member recipient, their relationship to the claimant, contact information for the designated family member recipient, and adequate information for electronic payment to the designated family member recipient from the FLA Fund.
5. Claimants will be asked to include the following information on the Basic Claim Form in order to establish that they are an Eligible Student Class Member. This information shall be in the form of a Statutory Declaration:
 - a. Their name (now, and at the time they were enrolled as a student at the RWB, if different);
 - b. Their date of birth;
 - c. Their current contact information including: email address, mailing address, and phone number;
 - d. Dates they were a student at the RWB, to the claimant's best recollection;
 - e. The Division(s) they were enrolled in (Professional Division, General/Recreational Division, Aspirant and/or Teachers' Training) while they were a student at the RWB;
 - f. Confirmation that they were photographed by Bruce Monk in a private setting while they were a student at the RWB;
 - g. if the claim is being made by the Executor of the Estate of a Student Class Member, the claim must include evidence satisfactory to the Claims Administrator of the death of the Student Class Member, and the Executor's appointment.
 6. The Basic Claim form will include a section in which the claimant may confirm if they are seeking a payment from the Health Services Fund.
 7. The Basic Claim form will include a section in which the claimant will confirm if an FLA claim is being asserted, and if so who the designated FLA recipient is. If an FLA claim is being asserted, the designated FLA recipient, or their parent or guardian if they are a minor, shall include the following information in the form of a Statutory Declaration:
 - a. The FLA recipient's name;
 - b. Their relationship to the Student Class Member claimant;
 - c. Their current contact information including: email address, mailing address, and phone number;

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- d. The number of individuals on whose behalf the FLA claim is being asserted, and their relationships to the Student Class Member claimant;
- e. An attestation that any FLA payment received by the designated FLA recipient is for the benefit of all the FLA claimants, and that the designated FLA recipient is responsible for distributing any payment from the FLA Fund among all of the Eligible Class Members' FLA claimants as they deem fit.

B. Additional Information from Student Fund Claims

- 8. At the same time as submitting the Basic Claim Form, claimants may submit the 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 from the Student Fund. **These forms of evidence are not required but will assist the Claims Administrator and/or Claims Evaluator. A claimant is not required to have had their photographs published in order to be found to be an Eligible Student Class Member, however some credible evidence will be required to establish that the photos were published. The Claims Administrator will be provided with a copy of all published photographs that have been collected by Class Counsel to assist with this assessment.**

The Statutory Declaration may include:

- a. Information, to the best of the claimant's recollection, about each photo shoot(s) with Monk, including:
 - i. the number of photo shoots, and where the shoots took place;
 - ii. whether the Student Class Member was clothed, partially clothed or unclothed during the photo shoot; and,
 - iii. whether Monk touched the Student Class Member in the genital, buttock, or breast areas during the photo shoot.
- b. If the claimant believes that Monk published intimate photographs of them on the Internet or elsewhere, information about the photograph(s) and the publication. This may include screenshots from the Internet, or any other evidence establishing that the photos were published. It may also include a statutory declaration from any witness who saw the claimant's photograph published on the Internet or elsewhere. Any such supporting declaration should include reasonable details to support the assertions in the declaration.
- c. Copies of any photographs or negatives from any of the photo shoots. This could include any photographs taken by Monk in a private setting, including fully clothed photographs of the claimant.
- d. A statutory declaration from any witness that the claimant told the witness about the photo shoot at a time that was relatively contemporaneous with the photo shoot

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or who will attest to having seen the photograph(s). Any such supporting declaration should include reasonable details to support the assertions in the declaration.

9. The Statutory Declaration must also include details of the effect that the photo shoots or photo publication have had on the claimant's life, including at the time of the photo shoot, and at any time since the photo shoot took place. 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 photo shoot, or publication of their images.
10. Claimants should not submit any information or documentation about any photo shoots that took place after they were students at RWB, as any such photo shoots are not included in this class action lawsuit.
11. Claimants need not submit any information or documentation about whether they were asked by Monk to sign a release (or that they did sign a release) as the issue of whether or not a release was signed will not be considered by the Claims Evaluators, unless the claimant considers the fact relevant to their experience and the impacts they have endured.
12. Claimants can choose to have the assistance of Class Counsel, or another lawyer or advisor of their own choosing to assist in the preparation of the Basic Claim Form and/or Additional Information, but they are not required to do so. The assistance of Class Counsel is no-charge. The assistance of another lawyer or advisor is at the claimant's own cost.
13. The Claims Administrator will provide the claimant with confirmation of receipt of the claim within seven business days of receiving the claim.
14. 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.
15. The Claims Administrator shall not disclose the identities of any claimants to anyone other than Class Counsel.

C. Identification of Eligible Student Class Members

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 Student Class Member.

Each claimant who meets the criteria set out below will be determined to be an Eligible Student Class Member and will qualify for some form of compensation from the Net Settlement Fund, depending on the amount of harm they may have suffered, as set out below.

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The Claims Administrator will apply the following process to assess if a claimant is an Eligible Student 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 Student Class Member List. If the claimant's name does not appear on the Student Class Member List, then the claimant must establish with credible evidence that they attended the RWB as a student during the Class Period. Proof may include a statutory declaration from the claimant or other objective evidence supporting the fact that the claimant attended the RWB as a student during the Class Period;
3. The claimant must establish with reasonably credible evidence that they were photographed by Bruce Monk in a private setting during the Class Period. Proof must include the Statutory Declaration in the Basic Claim form, and may include the Additional Information, or any other evidence deemed credible by the Claims Administrator supporting the fact that the claimant was photographed by Bruce Monk in a private setting while they were enrolled as a student at the RWB during the Class Period; and
4. 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 Student Class Member.

D. Assessment of Claims of Eligible Student Class Members

1. The Claims Administrator will notify each claimant in writing whether or not they have been found to be an Eligible Student Class Member.
2. Any claimant who is found not to be an Eligible Student 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 of the RWB during the Class Period, and that they were photographed by Bruce Monk in a private setting. Failure to provide such evidence within the 30 day period will result in the claimant being conclusively excluded from being an Eligible Student Class Member.
3. Once the Claims Administrator has determined that the claimant is an Eligible Student Class Member and if the claimant seeks a payment from the Student 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 – 7, as set out below.
4. 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

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allocating the number of points appropriate for the harms suffered by the Eligible Student Class Member.

5. 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 or a lawyer or advisor of the claimant's own choosing may attend the personal interview to assist the claimant in establishing their claim.
6. If an Eligible Student Class Member's claim for a payment from the Student 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 Student 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 six months from the expiry of the Claim Period.
7. The Claims Administrator will notify in writing each Eligible Student Class Member who has made a claim for payment from the Student Fund the total points awarded in respect of their claim.
8. If an Eligible Student 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 six months from the expiry of the Claim Period.
9. The Claims Administrator shall take into consideration such further information as may be provided by a claimant to reconsider their eligibility for a payment from the Student Fund, and/or the total points awarded for their claim.
10. 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 Student Fund to the Eligible Student Class Members as set out below.

E. Appointment of Claims Evaluators

1. The Claims Administrator has overall responsibility for deciding if a claimant is an Eligible Student Class Member and the point allocation for the level of harm that they have suffered.

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2. The Claims Administrator may designate up to 10 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.
3. 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.
4. 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.
5. The Claims Administrator will review each decision of the Claims Evaluators for reasonableness before the decision becomes final and is communicated to the claimant.

2. DISTRIBUTION OF NET SETTLEMENT FUNDS

The Net Settlement Funds are the Settlement Fund, inclusive of all accrued interest, and after deduction of the court approved Class Counsel fees, the levy payable to the Class Proceedings Fund, any honoraria payable to the Representative Plaintiffs or others, and all costs of the Administration of the Settlement.

The Claims Administrator will distribute the Net Settlement Funds in the following order.

PHI Payments

1. \$50,000.00 shall be paid to the Provincial Health Insurers to be allocated on the following basis:
 - a. BC: 11,764.72;
 - b. AB: 20,588.26
 - c. SK: 5,882.36
 - d. MB: 5,882.36
 - e. QC: 5,882.36
2. The PHI payments shall be made immediately following the receipt of the Settlement Funds by the Claims Administrator.

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The FLA Fund

1. \$500,000 shall be allocated to a fund to make payments to Eligible FLA Class members (the “FLA Fund”).
 - a. For each Eligible Student Class Member’s claim, if a claim is also made for compensation for that claimant’s associated FLA Class members, then the designated associated FLA Class member (the “designated FLA recipient”) will automatically qualify to receive a single lump sum payment of no more than \$2500 to be distributed by the designated FLA recipient to all of the Eligible Student Class Member’s family members as the designated FLA recipient deems fit;
 - b. The FLA payments will be paid once all Eligible Student Class Members have been finally determined by the Claims Administrator, and the total number of valid FLA claims can be determined;
 - c. Payments shall be made by electronic transfer whenever possible;
 - d. in the event that there are more than 200 Eligible Student Class Members with an associated designated FLA recipient, then the \$500,000 fund shall be distributed to the designated FLA recipients on a pro-rata basis;
 - e. in the event that there are less than 200 Eligible Student Class Members with associated FLA payments, then each designated FLA recipient will be paid the maximum amount of \$2,500, and the remaining balance of the FLA Fund will be reallocated and added to the Student Fund.

The Health Services Fund

2. \$500,000 shall be allocated to a Health Services Fund.
 - a. Any Eligible Student Class Member may make a request for a payment from the Health Services Fund, regardless of whether or not they have any points allocated to them for harms arising from their photo shoot with Bruce Monk.
 - b. The intended use of payments from the Health Services Fund is to reimburse Eligible Student Class Members for past counselling or health services expenses or to pay for future counselling or health service expenses in respect of the impacts suffered by the Eligible Student Class Members related to being photographed by Bruce Monk in a private setting. No proof of how the payments will be used by the Eligible Student Class Members is required.
 - c. One payment of \$1000 shall be paid immediately to each Eligible Student Class Member who requests a payment from the Counselling Fund, until such time as the Counselling Fund is fully disbursed, or until all Eligible Student Class Members have been finally determined by the Claims Administrator, whichever is first.
 - d. Payments shall be made by electronic transfer whenever possible.

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- e. In the event that any amount of the Health Services Fund has not been disbursed once all Eligible Student Class Members seeking this payment have been finally determined by the Claims Administrator, then the balance of the Health Services Fund will be reallocated and added to the Student Fund.

The Student Fund

3. The Student Fund shall comprise the remainder of the Net Settlement Fund after payment of Class Counsel's fees, any honoraria approved by the Court, the levy payable to the Class Proceedings Fund, any taxes payable on interest earned by the Settlement Fund, and the Administration Expenses, and less the payment to the Provincial Health Insurers, the FLA Fund and the Health Services Fund, but inclusive of any unpaid balances of the FLA Fund and the Health Services Fund.
 - a. The Claims Administrator and the Claim Evaluators will assess each Eligible Student Class Member's Claim to determine the number of points allocable to their claim.
 - b. Points will be allocated on the following basis:
 - i. If the Eligible Student Class Member was touched by Bruce Monk in the genital, buttock, and/or breast areas during the photo shoot while they were either unclothed or partially unclothed, and their photos were published on the internet or elsewhere without the Eligible Class Member's consent: 7 points.
 - ii. If the Eligible Student Class Member's intimate photos were published on the internet or elsewhere without the Eligible Class Member's consent: 6 points.
 - iii. If the Eligible Student Class Member was touched by Bruce Monk in the genital, buttock, or breast areas during the photo shoot while they were either unclothed or partially unclothed: 6 points.
 - iv. If Bruce Monk took photos of the Eligible Student Class Member while they were unclothed, or partially unclothed, or while they were clothed but the photographs were intimate, and the Eligible Student Class Member has suffered a severe degree of harm as a result of the photo shoot, such that it has impacted on their quality of life, employability, family relationships or otherwise: 5 points.
 - v. If Bruce Monk took photos of the Eligible Student Class Member while they were unclothed, partially unclothed, or while they were clothed but the photographs were intimate, and the Eligible Class Member has suffered a significant degree of harm as a result of the photo shoot, which has impacted on their quality of life, employability, family relationships or otherwise: 3 points.

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- vi. If Bruce Monk took photos of the Eligible Student Class Member while they were unclothed, partially unclothed, or while they were clothed but the photographs were intimate, and the Eligible Student Class Member has suffered a moderate degree of harm as a result of the photo shoot, which has impacted on their quality of life: 1 point.
- c. Severe harm may include such things as the Eligible Student Class Member required psychiatric treatment, or hospitalization, suffering from severe depression (whether diagnosed as such or not) such that it impacts on the ability to carry on the functions of daily living, nightmares, lack of self-esteem, alcohol or drug dependency, or similar.
- d. Significant harm may include such things as moderate depression, difficulty in dealing with male authority figures, affects on family relationships or employment, excessive use of alcohol or drugs, or similar.
- e. Moderate harm may include lowered self esteem or intermittent depressive episodes, general anxiety related to the photoshoot or anxiety about photos potentially being posted on the internet, or similar.
- f. The Claims Administrator and Claims Evaluators will have full discretion to determine the level of harm each Eligible Student Class Member has endured.
- g. Each Eligible Student Class Member will be assigned to only one of the 6 categories described above, to whichever category has the highest number of points.
- h. Once all Eligible Student Class Members' claims for a payment from the Student Fund have been finally assessed and the points allocated, the Claims Administrator will disburse the Student Fund by dividing the total number of points allocated to all Eligible Student Class Members who made such claims into the total Settlement Fund to determine the value of one point, and then paying the value of the total points awarded to each Eligible Student Class Member accordingly.

For greater clarity, and by way of example, if the Student 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 Student Class Member awarded 7 points would be paid \$70,000, each Eligible Student Class member awarded one point would be paid \$10,000, and so forth.
- i. Payments shall be made by electronic transfer whenever possible.

The Cy-près Distribution

If, 6 months following the conclusion of the distribution of the Settlement Fund to all Eligible Class Members there remains any unallocated amounts, or distributed Settlement Fund cheques have become stale dated without being cashed, then such amounts remaining in the Settlement Fund shall be paid cy-près to the Dancer Transition Resource Centre to be used by it to provide counselling services.

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RWB Apology

STATEMENT

Canada's Royal Winnipeg Ballet apologizes to the members of a class action lawsuit brought against the RWB and former teacher and photographer Bruce Monk.

Monk was a faculty member at the Royal Winnipeg Ballet School and taught students from 1987 to 2015. During this period, Monk also took intimate photographs of some female students and dancers in private settings both on and off School grounds. Monk posted and sold some of these photos online. Monk's conduct was brought to light several years ago thanks to the courage of former students. As soon as we learned of the investigation into Monk's conduct, he was suspended, and his employment was terminated shortly thereafter.

We acknowledge that these photography sessions were traumatizing for many students. As an internationally recognized centre for dance education, we were and are responsible for providing a safe and supportive environment for the training, housing, nurturing, and mentoring of these former students. The Royal Winnipeg Ballet is deeply sorry and regrets that the class members, all of whom were talented and vulnerable young people, were not protected as they should have been.

Since 2015, the RWB has made significant changes to the way we operate.

We established a School Crisis Management Team and restructured the School Advisory Committee. We also developed a Child Protection Policy and Procedures Manual with input from the Canadian Centre for Child Protection. This manual is reviewed and updated on a regular basis.

These new policies – which include rigorous guidelines specific to photography and videography sessions – are communicated broadly and repeatedly to all members of the RWB community. We also conduct regular staff and dancer training on the policies, with a special emphasis on protecting the physical and psychological well-being of everyone in the organization. For those interested, a complete set of the policies can be found here: [\[insert link\]](#).

We continue to improve communication and to better empower and support our students to give voice to their questions and concerns. Efforts on this front include restructuring student orientations and expanding our student care program. This is an ongoing initiative, and we continue to look for new ways to support the health and wellbeing of our students.

We are grateful to the former students for bringing about important changes and for their commitment to protecting future generations of dancers.

Once again, the Royal Winnipeg Ballet will continue to do everything we can to prevent abuse of any kind and to act quickly and decisively in difficult situations. We are committed to demonstrating leadership through action within the arts community in Winnipeg, in Manitoba, and in Canada, and we will be vigilant in our efforts to prevent future abuses of trust and to foster a safe and healthy environment for all our students.

ONTARIO
SUPERIOR COURT OF JUSTICE
Proceeding commenced at TORONTO

under the *Class Proceedings Act, 1992*

SETTLEMENT AGREEMENT

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