

This Agreement relates to the approval of the Settlement of:

2012

Hfx. No. 398067

SUPREME COURT OF NOVA SCOTIA

BETWEEN:

ALICIA HEMEON and WILLA MAGEE

PLAINTIFFS

- AND -

SOUTH WEST NOVA DISTRICT HEALTH AUTHORITY,
a body corporate

DEFENDANT

SETTLEMENT AGREEMENT

1. PREAMBLE & RECITALS

Alicia Hemeon, on her own behalf, and Willa Magee, on her own behalf, and in their capacities as the representative plaintiffs in Hfx. No. 398067, and the defendant, South West Nova District Health Authority, hereby enter into this Settlement Agreement ("Settlement Agreement") providing for the settlement of claims arising from the Amended Statement of Claim filed with the Supreme Court of Nova Scotia on August 26, 2013 (the "Amended Statement of Claim"), subject to approval of the Court as set forth herein;

WHEREAS, the Parties intend by this Settlement Agreement to resolve all past, present and future claims of Class Members in any way arising out of or relating to the claims set out in the Amended Statement of Claim;

WHEREAS, on August 26, 2013, the plaintiffs obtained an Order from the Court certifying the proceeding on the consent of the Defendant (the "Certification Order");

WHEREAS, the Parties shall seek an Order from the Court, substantially in the form attached hereto as Exhibit "A", approving the Hearing Notice attached hereto as Exhibit "B" and the Notice Plan attached hereto as Exhibit "C";

WHEREAS, the Parties shall seek an Order from the Court, substantially in the form attached hereto as Exhibit "D", approving this Settlement Agreement and ordering the Defendant to provide a list of the names and addresses of Class Members for the purposes of distributing compensation to Class Members, in accordance with the terms of this Settlement Agreement;

WHEREAS, counsel to the Parties have conducted settlement negotiations through meetings and conference calls;

WHEREAS, the Defendant has denied and continues to deny any wrongdoing or liability of any kind, and the Plaintiffs and Class Counsel agree that this Settlement Agreement is not an admission of any liability on the part of the Defendant;

WHEREAS, the Plaintiffs and Class Counsel have concluded that this Settlement Agreement provides substantial benefits to Class Members and is fair, reasonable and in the best interests of Class Members based on an analysis of the facts and applicable law, taking into account the extensive burdens and expense of litigation, including the risks and uncertainties associated with protracted trials and appeals, as well as the fair, cost-effective and assured method provided in this Settlement Agreement of resolving the claims of Class Members;

WHEREAS, the Defendant has similarly concluded that this Settlement Agreement is desirable in order to avoid the time, risk, uncertainty and expense of defending protracted litigation, and to resolve finally and completely the pending and potential claims of Class Members;

NOW THEREFORE, subject to the Court's approval, this Settlement Agreement embodies the terms of the resolution of the proceeding.

2. DEFINITIONS

Unless a particular section of this Settlement Agreement explicitly provides for another interpretation, the following terms, as used in this Settlement Agreement and its exhibits, shall have the meanings set forth below. Terms used in the singular shall be deemed to include the plural, and *vice versa*, where appropriate. Feminine pronouns and female references shall be deemed to include the masculine, and *vice versa*, where appropriate.

"Approval Order" shall mean the order of the Court that approves this Settlement Agreement.

“Claims Administration Costs” shall mean all costs, other than Class Counsel Legal Fees, required to implement this Settlement Agreement, including without limitation, costs required to satisfy the Hearing Notice provisions.

“Class” shall mean all living persons who were sent letters from the South West Regional Health Authority advising them that their personal health information had been inappropriately accessed by an employee of the Defendant and who:

(a) are alive as at the Execution Date; and

(b) were not subsequently notified by the South West Regional Health Authority that their personal health information had not been inappropriately accessed by an employee of the Defendant; and

(c) did not opt-out of this class proceeding.

“Class Counsel” shall mean the law firm of Wagners;

“Class Counsel Legal Fees” shall mean all legal fees, disbursements and applicable taxes in respect of all legal services provided by Class Counsel for the benefit of the Class Members, as approved by the Court.

“Class Members” shall mean members of the Class.

“Defendant’s Counsel” shall mean the law firm of Stewart McKelvey.

“Effective Date” shall mean the date on which the Approval Order is issued by the Court.

“Execution Date” shall mean the date on which this Settlement Agreement has been signed by Class Counsel and Defendant’s Counsel, collectively.

“Hearing Notice” shall mean the Court-approved notice, substantially in the form attached hereto as Exhibit “B”, which advises putative Class Members of the hearing to approve this Settlement Agreement.

“Hearing Notice Date” shall mean the date on which the Hearing Notice is first published, which date shall be no more than ten (10) business days following issuance of the Notice Approval Order, or such other date as may be approved by the Court.

“Notice Approval Order” shall mean the order of the Court that approves the Hearing Notice and Notice Plan, substantially in the form attached hereto as Exhibit “A”.

“Notice Plan” shall mean the Court-approved method, substantially as described at Exhibit “C” hereto, by which the Hearing Notice is disseminated.

“Parties” shall mean the Plaintiffs and the Defendant.

“Released Parties” shall mean the Defendant as well as its present and former employees, officers, directors, executors, administrators, insurers, successors, and assigns.

“Settled Claims” shall mean any and all claims of Class Members, against the Released Parties, whether or not assigned and whether known or unknown, asserted or unasserted, past, now existing or in the future, in any way arising out of or relating to any of the allegations made or that could have been made in the Amended Statement of Claim.

“Settlement Agreement” shall mean this Settlement Agreement, inclusive of the recitals and exhibits attached hereto.

“Settlement Payment” shall mean the payment of CAD\$1,000,000, or such additional amount as required pursuant to Section 6.6 below, inclusive of all interest, taxes and costs, which shall be used to pay the costs of notice and administration and compensation for Class Members and Class Counsel Legal Fees, as described herein.

“Trust Account” means the Trust Account of Wagners.

3. THE ORDER APPROVING THIS SETTLEMENT AGREEMENT

The Approval Order

3.1 The Plaintiffs shall, as soon as is reasonably possible after the Execution Date, file a motion seeking the Approval Order.

Consent

3.2 The Defendant shall consent to the Approval Order for the purpose of settlement of the proceeding and implementation of this Settlement Agreement, without prejudice to the rights of the Defendant to proceed to trial on a without prejudice basis in the event that the Approval Order is not obtained or this Settlement Agreement is otherwise terminated in accordance with its provisions.

4. NOTICE TO THE CLASS

Notice

4.1 The Parties hereby agree to the form, contents and method of dissemination of the Hearing Notice, substantially in the form attached hereto as Exhibit “B”, and the Notice Plan, attached hereto as Exhibit “C”, subject to the issuance of the Notice Approval Order, which shall be sought by way of a case management conference after the Execution Date. The parties agree to request that a case management conference be scheduled for this purpose as soon as is reasonably practicable after the Execution Date.

Notice of Termination

4.2 If this Settlement Agreement is terminated after the Approval Order has been granted, a notice of the termination will be given to the Class. Class Counsel will cause

the notice of termination, in a form approved by the Court, to be published and disseminated as the Court directs and the costs of so doing shall be paid by Class Counsel.

5. THE SETTLEMENT BENEFITS

Payment by Defendants

5.1 The Defendant shall, no later than forty (40) business days after the Effective Date, pay CAD \$1,000,000 into the Trust Account, controlled by Wagners to be held in trust for the benefit of Class Members.

The Trust Account

5.2 All interest earned on the monies in the Trust Account shall accrue to the benefit of the Class and shall become and remain part of the Settlement Payment.

5.3 Except as set out in section 5.4, all taxes payable on any interest which accrues in relation to the Settlement Payment shall be the responsibility of the Class, and shall be paid by Class Counsel from the Settlement Payment.

5.4 If any portion of the Settlement Payment is returned to the Defendant pursuant to the provisions of this Settlement Agreement, the taxes payable on the interest portion of the returned amount shall be the responsibility of the Defendant.

6. DISTRIBUTION OF THE SETTLEMENT PAYMENT

Priorities

6.1 On or after the Effective Date, Wagners shall distribute the Settlement Payment in accordance with the following priorities:

- (a) to pay the claims of the Class Members;

- (b) to pay Class Counsel Legal Fees, HST and disbursements, as approved by the Court,
- (c) to pay all of the Claims Administration Costs and expenses reasonably and actually incurred in connection with providing notice and distributing compensation to the Class;
- (d) to pay any taxes required by law to be paid to any governmental authority, excepting HST; and
- (e) to return any remaining portion of the Settlement Payment, including accrued interest, to the Defendant, within eight (8) months of distribution of payments to Class Members.

Payments to Class Members

6.2 Payments shall be made from the Settlement Payment to satisfy the claims of the Class Members. Wagners shall distribute the amount of CAD\$1000.00 per Class Member, paid by cheque and delivered by regular mail (each \$1000.00 cheque being referred to as the "Individual Payment"). In the case of Class Members who are identified as minors as at the date the Individual Payments are mailed, Wagners shall distribute the Individual Payments to the identified legal guardians according to the information disclosed by the Defendant pursuant to section 7.8.

6.3 These payments shall be in full and final satisfaction of the Class Members' claims.

6.4 Each Class Member shall have six (6) months from the date the Individual Payment is sent by Wagners to deposit his or her Individual Payment.

6.5 In the event that an Individual Payment is returned as undeliverable or otherwise, Wagners shall, within no more than thirty (30) days from the date the Individual Payment is returned and received by Wagners, make reasonable efforts to locate the Class Member and deliver the Individual Payment.

6.6 In the event that the collective number of Individual Payments cashed by Class Members exceeds six hundred and fifty (650), the Defendant shall pay into the Trust Account an additional CAD\$1000.00 for each Individual Payment exceeding 650. For example, if six hundred and sixty (660) Class Members cash their Individual Payments, the Defendant shall pay an additional CAD\$10,000.00 into the Trust Account and such additional payment shall form part of the Settlement Payment.

7. TERMINATION OF THE SETTLEMENT AGREEMENT

General

7.1 The Defendant shall have the right to terminate this Settlement Agreement in the event that an order substantially in the form of the Approval Order is not granted by the Court.

7.2 The failure of the Court to approve in full the request by Class Counsel for the Class Counsel Legal Fees shall not be grounds to terminate this Settlement Agreement.

Effect of Termination

7.3 In the event this Settlement Agreement is terminated in accordance with its terms:

- (a) it shall be null and void and shall have no force or effect, and the Parties shall not be bound by its terms, except as specifically provided in this Settlement Agreement;
- (b) the Settlement Payment will be returned to the Defendant forthwith in accordance with this Settlement Agreement; and
- (c) all negotiations, statements and proceedings relating to 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.

Accounting

7.4 Upon request of the Defendant from time to time, Class Counsel shall provide a report and accounting of payments mailed to Class Members, payments returned or uncashed and all Trust Account transactions.

Termination Orders

7.5 If this Settlement Agreement is terminated, Class Counsel shall, within thirty (30) days after termination, apply to the Court for an order:

- (a) declaring this Settlement Agreement null and void and of no force or effect;
- (b) determining whether a notice of termination shall be provided to Class Members and, if so, the form, content and method of disseminating such a notice; and
- (c) authorizing the payment of all funds in the Trust Account, including accrued interest, to the Defendant directly or indirectly, as the case may be, minus any amounts paid out of the Trust Account, in accordance with this Settlement Agreement.

7.6 If there is any dispute about the termination of this Settlement Agreement, the Court shall determine any dispute by motion on notice to the Parties.

No Opting Out

7.7 With the exception of Class Members who provided valid opt-out forms by the opt-out deadline, no Class Member may exclude him- or herself from the proceedings or from this Settlement Agreement.

Order Requiring Disclosure of Class Member Names and Addresses

7.8 Class Counsel shall seek an Order requiring the Defendant to provide to Wagners the list of Class Member names and addresses used to mail the Certification Notice in September of 2013, for the purpose of sending Individual Payments by regular mail to Class Members. The information provided by the Defendant shall identify any Class Members who are known to be minors at the time the information is provided by the Defendant and, in all such cases, the names and addresses of their respective legal guardians as known by the Defendant.

7.9 For those Class Members for whom a notice previously mailed was returned undelivered, the Defendant shall update the address listed to provide any more recent address on file with the Defendant.

7.10 Information relating to the identity, addresses and ages of Class Members shall be kept confidential by Class Counsel and shall not be used or provided to persons except as may be provided in this Settlement Agreement or otherwise required by law.

7.11 Class Counsel will request that the Order requiring disclosure form part of the Approval Order. The Defendant agrees to cooperate with Class Counsel in seeking the Order.

8. AMENDMENTS TO THE SETTLEMENT AGREEMENT

8.1 The Parties may amend this Settlement Agreement in writing, by consent.

9. LEGAL FEES AND DISBURSEMENTS

Fee Approval

9.1 Class Counsel shall bring a motion to the Court for determination of Class Counsel Legal Fees, to be paid as a first charge on the Settlement Payment.

9.2 All amounts awarded on account of Class Counsel Legal Fees shall be paid from the Settlement Payment and disbursed in accordance with the priorities in Section 6.1 herein.

9.3 The Released Parties hereby acknowledge and agree that they are not parties to the motion concerning the approval of Class Counsel Legal Fees, they will have no involvement in the approval process to determine the amount of Class Counsel Legal Fees and they will not take any position or make any submissions to the Court concerning Class Counsel Legal Fees.

9.4 Any order or proceeding relating to Class Counsel Legal Fees, or any appeal from any order relating thereto or reversal or modification thereof, shall not operate to terminate or cancel this Settlement Agreement or affect or delay the finality of the Approval Order and the resolution of the proceeding provided herein.

9.5 The procedure for, and the allowance or disallowance by the Court of, any requests for Class Counsel Legal Fees to be paid out of the Settlement Payment are not part of the settlement provided for herein, and are to be considered by the Court separately from its consideration of the fairness, reasonableness and adequacy of the settlement provided for herein.

10. EXCLUSIVE REMEDY/EFFECT ON CLAIMS

10.1 This Settlement Agreement shall be the exclusive remedy for the Class Members.

10.2 On the Effective Date, each Class Member, whether or not he or she deposits his or her Individual Payment, and whether or not the Class Member is a minor at the time the Individual Payment is mailed, shall be deemed by this Settlement Agreement to have completely and unconditionally released, forever discharged, and acquitted the Released Parties from any and all claims relating to the matters raised or which could have been raised in this proceeding. Every Settled Claim against the Released Parties shall be conclusively compromised, settled and released. All Class Members shall be barred from initiating, asserting or prosecuting any claim, action, litigation, investigation or other proceeding in any court of law or equity, arbitration, tribunal, proceeding, governmental forum, administrative forum or any other forum, directly, representatively, or derivatively, against any person, corporation or entity which might claim against any of the Released Parties damages and/or contribution and indemnity and/or other relief under the common law, in equity, or under any other statute for any relief whatsoever, including relief of a monetary, declaratory or injunctive nature. This Settlement Agreement shall operate conclusively as an estoppel in the event of any claim, action, complaint or proceeding which might be brought in the future by such Class Member with respect to the matters covered herein.

11. MISCELLANEOUS PROVISIONS

Recitals

11.1 The Parties represent and warrant that the recitals referred to in section 1 are accurate and agree that they form part of this Settlement Agreement.

Entire Agreement

11.2 This Settlement Agreement, including its recitals and exhibits, constitutes the entire agreement by and among the Parties with regard to the subject matter of this Settlement Agreement and, on the Effective Date, shall supersede any previous agreements and understandings between the Parties with respect to the subject matter of this Settlement Agreement.

Counterparts

11.3 This Settlement Agreement may be executed in one or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument.

Party Notification

11.4 Any notification, request, instruction or other document to be given by any Party to any other Party to this Settlement Agreement (other than class notification) shall be in writing,

(a) if to the Defendant, to the attention of Defendant's Counsel:

(i) Stewart McKelvey
Attention: Nancy Rubin, Q.C.
1959 Upper Water Street
Suite 900
Halifax NS B3J 2X2

(b) if to the Class Members, to the attention of Class Counsel:

(i) Wagners, Attention: Raymond Wagner, Q.C.
1869 Upper Water Street, 3rd Floor Pontac House
Historic Properties, Halifax, NS B3J 1S9

Governing Law

11.5 For the purpose of the settlement of the proceedings, this Settlement Agreement shall be interpreted pursuant to the laws of Nova Scotia.

Severability

11.6 If any provision of this Settlement Agreement is held to be void or invalid, the same shall not affect any other provision and the remainder shall be effective as though such provision had not been contained herein.

Dates

11.7 Dates referred to in this Settlement Agreement may be altered with the written consent of the Parties and with the approval of the Court.


French Translation

11.8 This Settlement Agreement is available in the English language. Nevertheless, if requested by a Class Member, the staff of Wagners shall prepare a French translation of the Settlement Agreement. In case of any ambiguity or dispute about interpretation, the English version is official and shall prevail.

English Language Clause


11.9 Les parties ont convenu que cette Entente soit rédigée en anglais.

Date: May 29 2017



Nancy G. Rubin, Q.C.
STEWART MCKELVEY

Date: May 29, 2017



Raymond F. Wagner, Q.C.
WAGNERS

EXHIBIT "A"

Form 78.05

2012

Hfx. No. 398067

SUPREME COURT OF NOVA SCOTIA

B E T W E E N:

ALICIA HEMEON and WILLA MAGEE

Plaintiffs

- and -

**SOUTH WEST NOVA DISTRICT HEALTH AUTHORITY,
a body corporate**

Defendant

Proceeding under the Class Proceedings Act, S.N.S 2007, c. 28

ORDER APPROVING HEARING NOTICE AND NOTICE PLAN

BEFORE THE HONOURABLE JUSTICE JAMES L. CHIPMAN

THIS MOTION made by the Plaintiffs, on consent of the Defendant, for an order approving the form and contents of notice to Class Members of a hearing (the "Hearing Notice") to approve a proposed settlement agreement dated May _____, 2017 (the "Settlement Agreement") and the method by which the Hearing Notice is disseminated (the "Notice Plan"), was heard this day at the Law Courts, 1815 Upper Water Street in Halifax, Nova Scotia.

ON HEARING the submissions of counsel for the Plaintiffs and counsel for the Defendant;

AND ON READING the materials filed on this motion:

1. **THIS COURT ORDERS** that the definitions in the Settlement Agreement are incorporated into and shall be applied in interpreting this Order.

Approval of the Hearing Notice

2. **THIS COURT ORDERS** that the Hearing Notice attached hereto as Schedule 1 is hereby approved.

Approval of the Notice Plan

3. **THIS COURT ORDERS** that the Hearing Notice Plan attached hereto as Schedule 2 is hereby approved.

, 2017.

Prothonotary

Consented to as to form:

Raymond F. Wagner, Q.C.
Solicitor for the Plaintiffs
Wagners
1869 Upper Water Street
Suite PH301, Pontac House
Halifax, NS B3J 1S9

Nancy G. Rubin, Q.C.
Solicitor for the Defendant
Stewart McKelvey
900 - 1959 Upper Water Street
Halifax, NS B3J 2X2

SCHEDULE 1

NOTICE OF PROPOSED SETTLEMENT OF SOUTH WEST NOVA DISTRICT HEALTH AUTHORITY PRIVACY BREACH CLASS ACTION

PLEASE READ CAREFULLY. IGNORING THIS NOTICE WILL AFFECT YOUR LEGAL RIGHTS

NOTICE OF CERTIFICATION AND PROPOSED SETTLEMENT

A settlement has been reached in a class action lawsuit regarding the South West Nova District Health Authority privacy breach class action. In 2013 letters were sent to some individuals from the South West Regional Health Authority advising them that their personal health information had been inappropriately accessed by an employee.

This Notice advises you of the settlement agreement (the "Settlement") and of the hearing that will be held to decide whether the Settlement should be approved.

WHO IS INCLUDED?

If the Settlement is approved, it will apply to all "Class Members", which is defined as follows: all living persons who were sent letters from the South West Regional Health Authority advising them that their personal health information had been inappropriately accessed by an employee, but excluding those living persons who subsequently received letters advising that their personal health information was not inappropriately accessed and also excluding any persons who opted out of the class action by providing a valid opt-out form by the opt-out deadline.

You can review the Settlement at Wagners' website: www.wagners.co, or you can contact Wagners at the address listed later in this Notice.

WHAT IS THE PROPOSED SETTLEMENT?

The Settlement provides for a \$1 million (CDN) Settlement Payment which will be used to pay \$1,000.00 to each Class Member, as well as the costs of this notice and administration, and Class Counsel Legal Fees. Payments to Class Members will be made via cheque sent by regular mail. Cheques must be deposited within six (6) months from the time they are sent by Wagners.

If any cheques are returned to Wagners, Wagners will make reasonable efforts to locate the Class Member within thirty (30) days.

THE SETTLEMENT REQUIRES COURT APPROVAL

In order for the Settlement to become effective, it must be approved by the Court. The Court must be satisfied that the Settlement is fair, reasonable and in the best interest of the Class. The date for the Settlement Approval Hearing is:

DATE, 2017 at * a.m. at The Law Courts Building, 1815 Upper Water Street, Halifax, Nova Scotia.

OBJECTING TO THE PROPOSED SETTLEMENT AND OPPORTUNITY TO APPEAR

If you wish to object to the Settlement, you must submit a written objection to Wagners by **no later than DATE, 2017** at the address listed in this Notice. Wagners will file copies of all objections with the Court. **Do NOT send an objection directly to the Courts.** You may also attend the Settlement Approval Hearing and, if you submitted a written objection to Wagners, you may make oral submissions to the Court.

PARTICIPATING IN THE SETTLEMENT

If the Settlement is approved by the Court, and you are a Class Member, you will receive a cheque for \$1000.00 in the mail.

WHO REPRESENTS ME?

Class Counsel in the Proceeding is:

Wagners
1869 Upper Water St.
Halifax, NS
B3J 1S9

Raymond F. Wagner, Q.C.
Tel: 902-425-7330

LEGAL FEES

At or following the Settlement Approval Hearing, Class Counsel will request approval for payment of fees, disbursements and applicable taxes. Class Counsel have pursued this lawsuit on a contingency basis and will seek approval from the Court for such payment in accordance with the terms of their retainer agreements.

FOR MORE INFORMATION:

If you have questions about the Settlement and/or would like to obtain more information and/or copies of the Settlement and related documents, please visit Wagners' website at www.wagners.co or contact Wagners at:

Wagners
1869 Upper Water St.
Halifax, NS
B3J 1S9
Email: classaction@wagners.co
Toll Free: 1 (800) 465 8794
1 (902) 425 7330

This Notice has been approved by the Supreme Court of Nova Scotia.

SCHEDULE 2

Hearing Notice Plan

The Hearing Notice will be announced/distributed in the following manner by Class Counsel no more than ten (10) business days following the issuance of the Notice Approval Order.

Radio

1. **The Hearing Notice will be announced on radio stations CKBW (98.1, 94.5 and 93.1 FM), CJLS – The Wave (94.7 FM) and QCCR (99.3 FM), three (3) times on each station during one morning.**

Website

2. **The Hearing Notice will be posted in English on Wagners' website and will remain posted until the date of the Settlement Approval Hearing.**

Press Release

3. **Wagners will issue a press release communicating the content of the Hearing Notice.**

EXHIBIT "B"

NOTICE OF PROPOSED SETTLEMENT OF SOUTH WEST NOVA DISTRICT HEALTH AUTHORITY PRIVACY BREACH CLASS ACTION

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The Settlement provides for a \$1 million (CDN) Settlement Payment which will be used to pay \$1,000.00 to each Class Member, as well as the costs of this notice and administration, and Class Counsel Legal Fees. Payments to Class Members will be made via cheque sent by regular mail. Cheques must be deposited within six (6) months from the time they are sent by Wagners.

If any cheques are returned to Wagners, Wagners will make reasonable efforts to locate the Class Member within thirty (30) days.

THE SETTLEMENT REQUIRES COURT APPROVAL

In order for the Settlement to become effective, it must be approved by the Court. The Court must be satisfied that the Settlement is fair, reasonable and in the best interest of the Class. The date for the Settlement Approval Hearing is:

DATE, 2017 at * a.m. at The Law Courts Building, 1815 Upper Water Street, Halifax, Nova Scotia.

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Wagners
1869 Upper Water St.
Halifax, NS
B3J 1S9

Raymond F. Wagner, Q.C.
Tel: 902-425-7330

LEGAL FEES

At or following the Settlement Approval Hearing, Class Counsel will request approval for payment of fees, disbursements and applicable taxes. Class Counsel have pursued this lawsuit on a contingency basis and will seek approval from the Court for such payment in accordance with the terms of their retainer agreements.

FOR MORE INFORMATION:

If you have questions about the Settlement and/or would like to obtain more information and/or copies of the Settlement and related documents, please visit Wagners' website at www.wagners.co or contact Wagners at:

Wagners
1869 Upper Water St.
Halifax, NS
B3J 1S9
Email: classaction@wagners.co
Toll Free: 1 (800) 465 8794
1 (902) 425 7330

This Notice has been approved by the Supreme Court of Nova Scotia.

EXHIBIT "C"

Hearing Notice Plan

The Hearing Notice will be announced/distributed in the following manner by Class Counsel no more than ten (10) business days following the issuance of the Notice Approval Order.

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1. **The Hearing Notice will be announced on radio stations CKBW (98.1, 94.5 and 93.1 FM), CJLS – The Wave (94.7 FM) and QCCR (99.3 FM), three (3) times on each station during one morning.**

Website

2. **The Hearing Notice will be posted in English on Wagners' website and will remain posted until the date of the Settlement Approval Hearing.**

Press Release

3. **Wagners will issue a press release communicating the content of the Hearing Notice.**

EXHIBIT "D"

Form 78.05

2012

Hfx. No. 398067

SUPREME COURT OF NOVA SCOTIA

B E T W E E N:

ALICIA HEMEON and WILLA MAGEE

Plaintiffs

- and -

**SOUTH WEST NOVA DISTRICT HEALTH AUTHORITY,
a body corporate**

Defendant

Proceeding under the *Class Proceedings Act*, S.N.S 2007, c. 28

SETTLEMENT APPROVAL ORDER

BEFORE THE HONOURABLE JUSTICE JAMES L. CHIPMAN

THIS MOTION made by the Plaintiffs, on consent of the Defendant, for an order approving a settlement agreement dated May *, 2017 (the "Settlement Agreement"), was heard this day at the Law Courts, 1815 Upper Water Street in Halifax, Nova Scotia.

ON HEARING the submissions of counsel for the Plaintiffs and counsel for the Defendant;

AND ON READING the materials filed on this motion:

1. **THIS COURT ORDERS** that the definitions in the Settlement Agreement are incorporated into and shall be applied in interpreting this Order.

Approval of the Settlement

2. **THIS COURT ORDERS** that the Settlement Agreement is fair and reasonable and in the best interests of the Class, and is hereby approved pursuant to section 38(1) of the *Class Proceedings Act*, and *Civil Procedure Rule* 36.01(2) and shall be implemented in accordance with its terms.

3. **THIS COURT ORDERS** that with respect to Class Members who are minors as at the date the Individual Payments are mailed, Wagners shall distribute the Individual Payments to their identified legal guardians, and the claims of such Class Members shall be completely and unconditionally released pursuant to section 10.2 of the Settlement Agreement.

Class Member Names and Addresses

4. **THIS COURT ORDERS** that the Defendant disclose to Class Counsel, within fifteen (15) business days of the issuance of this Order, a list of the names and addresses of the Class Members used to mail the Certification Notice in September 2013. For those Class Members for whom a notice previously sent was returned undelivered, the Defendant shall update the address listed to provide any more recent address on file with the Defendant. The information provided by the Defendant shall also identify any Class Members who are known to be minors at the time the information is provided by the Defendant and, in all such cases, the names and addresses of their respective legal guardians as known by the Defendant. This information shall be held confidential by Class Counsel and used solely for the purpose of distributing the Settlement Amount.

5. **THIS COURT ORDERS** that if any Individual Payment is returned as undeliverable, Class Counsel shall make best efforts within 30 days to determine the current address of any Class Members.

Representative Plaintiff Honoraria

6. **THIS COURT ORDERS** that Alicia Hemeon and Willa Magee shall each receive an honorarium in the amount of \$2,000.00, payable from Class Counsel Legal Fees, as approved by the Court.

, 2017.

Prothonotary

Consented to as to form:

Raymond F. Wagner, Q.C.
Solicitor for the Plaintiffs
Wagners
1869 Upper Water Street
Suite PH301, Pontac House
Halifax, NS B3J 1S9

Nancy G. Rubin, Q.C.
Solicitor for the Defendant
Stewart McKelvey
900 - 1959 Upper Water Street
Halifax, NS B3J 2X2