

**ONTARIO
SUPERIOR COURT OF JUSTICE**

THE HONOURABLE) FRIDAY, THE 29th
)
JUSTICE TRANQUILLI) DAY OF SEPTEMBER, 2023

B E T W E E N:

SARA KELLESI
Plaintiff/Moving Party

- and -

PARAMED INC.
Defendant/Responding Party

Proceeding under the *Class Proceedings Act, 1992*

**ORDER
(Settlement Approval)**

THIS MOTION, made by the Plaintiff, for an Order approving the Settlement Agreement entered into with the Defendant was heard this day by judicial videoconference at the London Courthouse, 80 Dundas Street, London, Ontario, N6A 6A3.

AND WHEREAS this Court approved the Notice Plan attached as Schedule “D” to the Settlement Agreement by Order dated June 13, 2023;

ON READING the materials filed by the Parties, including the Settlement Agreement between them, dated March 20, 2023 (the “Settlement Agreement”), a copy of which is attached to this Order as Appendix “A”;

AND ON HEARING the submissions of counsel for the Plaintiff and counsel for the Defendant, and the submissions of any objectors;

AND ON BEING ADVISED that the September 5, 2023 deadline for objecting to the Settlement Agreement has passed, and that there were no objections to the Settlement Agreement;

AND ON BEING ADVISED (1) that the Plaintiff and the Defendant consent to this Order; and (2) that McKenzie Lake Lawyers LLP consents to being appointed as Claims Administrator;

1. **THIS COURT ORDERS** that for the purposes of this Order and unless otherwise defined in this Order, the definitions set out in the Settlement Agreement apply to and are incorporated into this Order;

2. **THIS COURT DECLARES** that:

(a) Class Counsel, the Notice Administrator, and the Claims Administrator have completed the dissemination of the Notice of Settlement Approval Hearing in accordance with the Notice Plan; and

(b) the Objection Deadline was September 5, 2023;

3. **THIS COURT ORDERS** that this Order, including the Settlement Agreement, is binding upon the Defendant in accordance with the terms thereof, and upon each member of the Settlement Class who did not validly opt out of this Action, including those persons who are minors or mentally incapable, and that 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** that the Settlement Agreement is fair, reasonable, and in the best interests of the Settlement 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 and the terms of this Order;
6. **THIS COURT ORDERS** that, upon the Court Approval Date, this Order incorporates and gives effect to the releases in favour of the Releasees provided for in paragraphs 25-27 of the Settlement Agreement;
7. **THIS COURT ORDERS** that, upon the Court Approval Date, each Settlement Class Member, whether or not he/she/they submit(s) a Claim or otherwise receive(s) compensation in accordance with the Compensation Plan, shall be deemed to have consented to the dismissal as against the Releasees of any other action(s) he/she/they commenced in connection with claims relating to or arising out of the Action (“Other Action(s)”), without costs and with prejudice;
8. **THIS COURT ORDERS** that, upon the Court Approval Date, each Other Action commenced in Ontario by any member of the Settlement Class shall be and is hereby dismissed against the Releasees, without costs and with prejudice;
9. **THIS COURT ORDERS** that, upon the Court Approval Date, each Settlement Class Member, whether or not he/she/they submit(s) a Claim or otherwise receive(s) compensation in accordance with the Compensation Plan, has released and shall be conclusively deemed to have forever and absolutely released the Releasees from all claims relating to or arising out of the Action with respect to the Defendant’s failure to follow public health standards in the

sterilization of medical instruments used at its wound-care clinics located at 124 Barker Street, 1340 Huron Street, and 148 Fullarton Street, Suite 200 in London, Ontario, except for any Claimant's entitlement to be paid in respect of an Approved Claim pursuant to the terms of the Settlement Agreement;

10. **THIS COURT ORDERS** that, upon the Court Approval Date, each Settlement Class Member shall not now or hereafter institute, continue, maintain, intervene in or assert, either directly or indirectly, whether in Canada or elsewhere, on his/her/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 claim relating to or arising out of the Action with respect to the Defendant's failure to follow public health standards in the sterilization of medical instruments used at its wound-care clinics located at 124 Barker Street, 1340 Huron Street, and 148 Fullarton Street, Suite 200 in London, Ontario, except for any Claimant's entitlement to be paid in respect of an Approved Claim pursuant to the terms of the Settlement Agreement;

11. **THIS COURT ORDERS** that neither the Settlement Agreement, including all provisions therein and its Schedules, nor any action taken under the Settlement Agreement, shall be construed as, offered in evidence as, and/or deemed to be evidence of a presumption, concession or admission of any kind by the Parties of the truth of any fact alleged or the validity of any claim or defence asserted in the Action, or in any other litigation, court of law or equity, proceeding, arbitration, tribunal, government action, administrative forum, or any other forum, or of any liability, responsibility, fault, wrongdoing or otherwise of the Parties except as may be required to enforce or give effect to the Settlement and the Settlement Agreement;

12. **THIS COURT ORDERS** that McKenzie Lake Lawyers LLP is appointed as Claims Administrator to administer the claims process in accordance with the Compensation Plan and to perform any other related duty or responsibility as ordered by this Court, as required by the Settlement Agreement, or as agreed to in writing by the Parties and McKenzie Lake Lawyers LLP;

13. **THIS COURT ORDERS** that the form and content of the Notice of Settlement Approval, substantially in the form attached as Appendix “B” to this Order, are hereby approved;

14. **THIS COURT ORDERS** that the Notice of Settlement Approval be disseminated in accordance with the Notice Plan, a copy of which is attached to this Order as Appendix “C”;

15. **THIS COURT ORDERS** that the dissemination of the Notice of Settlement Approval as set out in the Notice Plan is the best notice practicable under the circumstances, constitutes sufficient notice to all Settlement Class Members entitled to notice, and satisfies the requirements of notice under sections 19, 20 and 22 of the *Class Proceedings Act, 1992*, SO 1992, c 6;

16. **THIS COURT ORDERS** that the Administration Costs, Notice Plan Costs and all applicable taxes, including the costs associated with disseminating the Notice of Settlement Approval, shall be paid out of the Settlement Fund in accordance with the terms of the Settlement Agreement;

17. **THIS COURT ORDERS** that all information provided to the Claims Administrator, or its agent(s), by or about Settlement Class Members as part of the Notice Plan or administration of the Settlement Agreement shall be collected, used, and retained by the Claims Administrator,

or its agent(s) and vendors of record, pursuant to the applicable privacy laws and solely for the purposes of providing the Notice of Settlement Approval and administering the Settlement Agreement. The information provided shall be treated as private and confidential and shall not be disclosed without the express written consent of the relevant Settlement Class Member or his/her/their counsel, except in accordance with this Order, the Settlement Agreement, and any other order of this Court;

18. **THIS COURT ORDERS** that the form and content of the Claim Form, substantially in the form attached hereto as Appendix “D” to this Order, are hereby approved;

19. **THIS COURT ORDERS** that in order to receive the compensation set out in the Compensation Plan, Settlement Class Members must submit a Claim Form and supporting documentation to the Claims Administrator on or before the deadline to submit a Claim Form and supporting documentation, which is no later than three (3) months after the Court Approval Date;

20. **THIS COURT ORDERS** that, upon the Court Approval Date, the Action is hereby dismissed as against the Defendant without costs and with prejudice;

21. **THIS COURT ORDERS** that for the purposes of the administration and enforcement of the Settlement Agreement and this Order, this Court will retain an ongoing supervisory role, and that the Parties acknowledge and attorn to the jurisdiction of this Court for the purposes 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;

22. **THIS COURT ORDERS** that any Party may bring a motion to this Court at any time for directions with respect to the implementation or interpretation of the Settlement Agreement on notice to all other Parties;

23. **THIS COURT ORDERS** that the Parties may agree to reasonable extensions of time to carry out any of the provisions of the Settlement Agreement without requiring Court approval, so long as such changes do not affect the rights and remedies provided for in the Settlement Agreement;

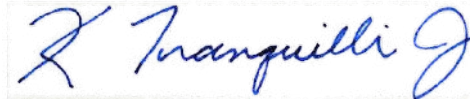
24. **THIS COURT ORDERS** that if the Case Management Judge originally assigned in this Action is, for any reason, unable to fulfill any of the duties set out in the Settlement Agreement or this Order, another Judge of the Court shall be appointed in her stead;

25. **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;

26. **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 Settlement Class;

27. **THIS COURT ORDERS** that in the event of a conflict between this Order and the terms of the Settlement Agreement, this Order shall prevail;

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

A handwritten signature in blue ink, appearing to read "J. Tranquilli J.", is enclosed in a light blue rectangular box. The signature is written in a cursive style.

The Honourable Justice Tranquilli

Appendix “A”: Settlement Agreement

**PARAMED CLASS ACTION SETTLEMENT
AGREEMENT**

Made in London, Ontario this 20th day of March, 2023

Between

**SARA KELLEISIS
(the "Plaintiff")**

- and -

**PARAMED INC.
(the "Defendant")**

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RECITALS

WHEREAS the Plaintiff commenced this Action under the *Class Proceedings Act, 1992* on September 14, 2018 alleging that between 2008 and 2018, the Defendant failed to follow public health standards in the sterilization of medical instruments used at the Defendant's wound-care clinics, exposing the Plaintiff and Class Members to the risk of contracting serious communicable diseases, including hepatitis B, hepatitis C, and human immunodeficiency virus (HIV);

AND WHEREAS on September 22, 2020, Justice Tranquilli of the Ontario Superior Court of Justice certified this Action pursuant to the *Class Proceedings Act, 1992* and ordered that the Class be divided into two subclasses: the Infected Persons Class and the Uninfected Persons Class;

AND WHEREAS on October 3, 2022, Justice Tranquilli granted the Defendant's motion for partial summary judgment dismissing the claims of the Uninfected Persons Class;

AND WHEREAS counsel for the Parties to this Agreement have conducted a thorough analysis of the claims and have taken into account the extensive burdens and expense of further litigation, including the risks of appealing the partial summary judgment decision of Justice Tranquilli, dated October 3, 2022 and the risks of going to trial;

AND WHEREAS in consideration of all of the circumstances and after arm's-length negotiations, the Parties to this Agreement wish to settle any and all issues amongst themselves in any way relating to the Action;

AND WHEREAS after their investigation and negotiation, the Parties and their respective counsel have concluded that this Agreement provides substantial benefits to the Settlement Class Members and is fair, reasonable, and in the best interests of the Settlement Class Members;

AND WHEREAS the Parties agree and understand that neither this Agreement nor the settlement it represents shall be construed as an admission by the Defendant of liability relating to the claims or allegations in the Action;

NOW THEREFORE the Parties to this Agreement agree to settle the issues in dispute in this Action relating to the failure to follow public health standards in the sterilization of medical instruments used at the Defendant's wound-care clinics on the following terms and conditions and subject to the approval of the Ontario Superior Court of Justice:

SECTION 1: DEFINITIONS

1. For the purposes of this Agreement, the following definitions apply:
 - (a) "**Action**" means *Kellesis v Paramed Inc.*, Ontario Superior Court of Justice Court File No. 1862/18;
 - (b) "**Administration Costs**" means all costs to administer and distribute the Settlement Fund, including the costs and professional fees of the Claims Administrator;

- (c) **“Agreement”** or **“Settlement”** means this ParaMed Class Action Settlement Agreement, as executed by the Parties and/or their representatives, and the attached schedules, resolving all issues in the Action as approved by the Court;
- (d) **“Approval Hearing”** means the hearing at the Court to approve the Settlement of this Action, this Agreement, and Class Counsel Fees;
- (e) **“Approval Order”** means the order of the Court approving the Settlement of this Action, this Agreement, and Class Counsel Fees;
- (f) **“Approved Claims”** means Claims assessed by the Claims Administrator pursuant to the Compensation Plan, and, after the conclusion of all requests for reconsideration, approved by the Claims Administrator for payment from the Settlement Fund and identified in the Successful Claims Report;
- (g) **“Claim”** means a request for compensation under this Agreement made by a Claimant by filing a Claim Form with the Claims Administrator in accordance with the procedure in this Agreement;
- (h) **“Claimant”** means any Settlement Class Member who files a Claim Form pursuant to the terms of this Agreement;
- (i) **“Claims Administrator”** means Class Counsel and any employees of Class Counsel tasked with implementing and administering the claims process in accordance with the Compensation Plan;
- (j) **“Claim Form”** means the document that enables a Settlement Class Member to apply for compensation from the Settlement Fund in accordance with the Compensation Plan, attached as **Schedule “F”** to this Agreement;
- (k) **“Class Counsel”** means McKenzie Lake Lawyers LLP;
- (l) **“Class Counsel Fees”** means the amount awarded to Class Counsel as approved by the Court for legal fees, disbursements, and the taxes thereon;
- (m) **“Compensation Plan”** means the compensation and claims process plan detailing how Claims shall be delivered and evaluated and how compensation to Settlement Class Members shall be made, attached as **Schedule “A”** to this Agreement;
- (n) **“Court”** means the Ontario Superior Court of Justice;
- (o) **“Court Approval Date”** means the later of:
 - (i) thirty (30) days after the date on which the Court issues the Approval Order; or

- (ii) the date of disposition of any appeals from the Approval Order (if such an appeal lies) or the expiry of any applicable appeal periods if no appeal is initiated;
- (p) “**Notice Administrator**” means the third party agreed to by the Parties and appointed by the Court to implement the Notice Plan;
- (q) “**Notice Approval Motion**” means a motion to obtain an order approving the Notice Plan and the Notice of Settlement Approval Hearing;
- (r) “**Notice Approval Order**” means the order of the Court approving the form, content, and method of dissemination of the Notice Plan and the Notice of Settlement Approval Hearing;
- (s) “**Notice of Settlement Approval Hearing**” means a notice substantially in the form attached hereto as **Schedule “B”** advising Settlement Class Members of a hearing in which the Court will consider whether to approve the Settlement, and of their entitlement to file objections to the Settlement;
- (t) “**Notice of Settlement Approval**” means a notice substantially in the form attached hereto as **Schedule “C”** advising Settlement Class Members that the Court has approved the Settlement and advising of the claims process;
- (u) “**Notice Plan**” means the plan substantially in the form attached hereto as **Schedule “D”** to disseminate the Notice of Settlement Approval Hearing and Notice of Settlement Approval to the Settlement Class;
- (v) “**Notice Plan Costs**” means the costs of disseminating the Notice of Settlement Approval Hearing and the Notice of Settlement Approval in accordance with the Notice Plan;
- (w) “**Objection Deadline**” means the first business day that is forty-five (45) days after the Notice of Settlement Approval Hearing is first disseminated;
- (x) “**ParaMed**” means the Defendant, ParaMed Inc.;
- (y) “**Parties**” means ParaMed and the Plaintiff in the Action;
- (z) “**Releasees**” means ParaMed and each of its employees, servants, agents, insurers, representatives and assigns;
- (aa) “**Representative Plaintiff**” means Ms. Sara Kellestis;
- (bb) “**Representative Plaintiff Honourarium**” means the amount to be approved by the Court awarded to the Representative Plaintiff as compensation for her work for the benefit of the Settlement Class. The Parties have agreed to seek a Representative Plaintiff Honourarium in the amount of \$1,500;

- (cc) **“Settlement Class”** or **“Settlement Class Members”** means all persons who received wound care involving the use of medical instruments at ParaMed’s clinics located at 124 Barker Street, 1340 Huron Street, and 148 Fullarton Street, Suite 200 in London, Ontario between January 1, 2008 and July 27, 2018 and who were contacted by ParaMed and advised that they may have been exposed to infection and should be tested for hepatitis B, hepatitis C, and HIV, and who tested positive for hepatitis B, hepatitis C, or HIV, or where such person is deceased, the personal representative of the estate of the deceased person;
- (dd) **“Settlement Fund”** means the \$195,000.00 that ParaMed has agreed to pay to settle the Action, inclusive of payment of Approved Claims, Administration Costs, Notice Plan Costs, the Representative Plaintiff Honourarium, Class Counsel Fees, interest and all applicable taxes; and
- (ee) **“Successful Claims Report”** bears the meaning ascribed to it in paragraph 17 of the Compensation Plan.

SECTION 2: SETTLEMENT ADMINISTRATOR

2. For the purposes of implementing and effectuating the Settlement, the Parties stipulate that Class Counsel and any of its employees will be appointed as Claims Administrator, subject to the approval of the Court.
3. For the purposes of implementing and effectuating the Notice Plan, the Parties agree that Epiq Class Action Services Canada, Inc. shall serve as Notice Administrator, subject to the approval of the Court.

SECTION 3: SETTLEMENT FUND

4. The Settlement Fund will be used to pay Approved Claims, Administration Costs, Notice Plan Costs, the Representative Plaintiff Honourarium, Class Counsel Fees, interest and all applicable taxes in accordance with this Agreement in full and final settlement of the Action.
5. ParaMed will have no obligation to pay any amount in addition to the Settlement Fund, for any reason, pursuant to or in furtherance of this Agreement or the Action.
6. ParaMed shall pay to the Claims Administrator the entire amount of the Settlement Fund within sixty (60) days of the Court Approval Date, or as directed by the Court. Upon receipt of the Settlement Fund by the Claims Administrator, the Claims Administrator shall pay, from the Settlement Fund, the Class Counsel Fees and Representative Plaintiff Honourarium approved by the Court.
7. Administration Costs and Notice Plan Costs will be paid out of the Settlement Fund as the payments to the Claims Administrator and/or Notice Administrator come due.
8. The Claims Administrator will pay, from the Settlement Fund, all Approved Claims in accordance with the Compensation Plan when calculated and determined.

9. Once the Class Counsel Fees and Representative Plaintiff Honourarium approved by the Court have been paid out of the Settlement Fund, the Claims Administrator shall invest the remainder of the Settlement Fund so that it is earning interest during the claims process. The Claims Administrator shall ensure sufficient reserve of the Settlement Fund is maintained in order to satisfy full payment of all Notice Plan Costs and full payment of all Administration Costs, including applicable taxes thereon.
10. The Notice Plan will provide for the distribution of the Notice of Settlement Approval Hearing, the Notice of Settlement Approval, and the Claim Form, all of which will be mutually agreed upon by the Parties and approved by the Court.
11. In the event that the Court approves the Settlement of the Action, all Notice Plan Costs and Administration Costs incurred to that date shall be paid from the Settlement Fund.
12. The Settlement Fund shall be paid as follows:
 - (a) first, to satisfy the Class Counsel Fees in the amount approved by the Court;
 - (b) second, to pay the Administration Costs and Notice Plan Costs and applicable taxes;
 - (c) third, to pay the Representative Plaintiff an honourarium of \$1,500, subject to the approval of the Court; and
 - (d) fourth, the remainder of the Settlement Fund will then be used to compensate Claimants for Approved Claims in accordance with the Compensation Plan.
13. Any amounts remaining in the Settlement Fund after all of the payments in paragraph 12 above have been made will be returned to ParaMed no later than twelve (12) months after all Approved Claims have been determined under the Compensation Plan.
14. The Claims Administrator shall retain in hard copy or electronic form all Claim Forms and supporting documentation for one year after all Approved Claims have been determined under the Compensation Plan. The Claims Administrator shall thereafter destroy the documents, and shall notify ParaMed in writing that such documents have been destroyed.

SECTION 4: OTHER SETTLEMENT CONSIDERATION

15. The Parties agree that there shall be no costs associated with the Uninfected Persons Class, including disbursements, administration costs and notice costs.
16. The Parties agree that there shall be no costs for prior motions.
17. The Parties agree that there shall be no appeal from the October 3, 2022 decision of Justice Tranquilli granting ParaMed's motion for partial summary judgment and dismissing the claims of the Uninfected Persons Class.

SECTION 5: OBJECTIONS

18. At the motion in which Court approval of the Notice of Settlement Approval Hearing is sought, the Parties agree to seek Court approval of a process for submitting objections. The Parties will seek approval of an objection process in which any Settlement Class Member who wishes to object to the fairness, reasonableness or adequacy of this Settlement, including the Compensation Plan, will be required to serve on the Claims Administrator, by the Objection Deadline, an Objection Form (attached as Schedule "E" to this Agreement), signed by the objector and containing the following information:
- (a) the objector's full name, address, email address, and telephone number;
 - (b) a statement that the objector meets the criteria for membership in the Settlement Class;
 - (c) to the best of the objector's recollection, a list of the objector's wound-care history at one or more of ParaMed's wound-care clinics during the Class Period, with treatment dates and clinic locations;
 - (d) a written statement of all factual and legal grounds for the objection accompanied by any legal support for such objection;
 - (e) copies of any papers, briefs or other documents upon which the objection is based;
 - (f) a statement setting out whether the objector intends to appear at the Approval Hearing; and
 - (g) a statement setting out whether the objector intends to appear at the Approval Hearing through counsel, and if so, identifying any counsel representing the objector who intends to appear at the Approval Hearing.
19. The objection process that the Parties agree to propose will provide that upon the expiry of the Objection Deadline, the Claims Administrator will deliver copies of each objection to Class Counsel and counsel for ParaMed and shall file them with the Court.

SECTION 6: COURT APPROVAL

20. It is understood and agreed that Court Approval of the Notice of Settlement Approval Hearing, Notice of Settlement Approval, Notice Plan, and this Agreement and Compensation Plan are required.
21. As soon as practical after execution of this Agreement, the Parties shall move to advise the Court of the Agreement and seek to schedule: (i) the Notice Approval Motion; and (ii) the Approval Hearing.
22. The Parties agree to file motion materials, as necessary, with respect to the Notice Approval Motion and Approval Hearing identified in paragraph 21 above, and counsel shall act reasonably and in good faith in preparing the contents of such motion materials.

23. Class Counsel shall bring a motion for Court approval of the Class Counsel Fees at the time of the Approval Hearing. ParaMed shall take no position on the quantum of Class Counsel Fees sought by Class Counsel on the motion.
24. Nothing in this Agreement or the Compensation Plan attached as **Schedule "A"** precludes the Parties from applying for an amendment to the Compensation Plan. The Parties may consent to procedural modifications to the Compensation Plan, such as extensions of time for certain steps without requiring Court approval, as long as such changes do not substantively affect the rights and remedies provided for in the Compensation Plan.

SECTION 7: RELEASES

25. On the Court Approval Date, each Settlement Class Member, whether or not he, she or they submit(s) a Claim or otherwise receive(s) compensation in accordance with the Compensation Plan, will be deemed by this Agreement to have completely and unconditionally released, remised and forever discharged the Releasees of and from any and all actions, counterclaims, causes of action, claims, whether statutory or otherwise, and demands for damages, indemnity, contribution, costs, interest, loss or harm of any nature and kind whatsoever, known or unknown, whether at law or in equity, and howsoever arising, which they may heretofore have had, may now have or may hereafter have, whether commenced or not, in connection with all claims relating to or arising out of the Action with respect to ParaMed's failure to follow public health standards in the sterilization of medical instruments used at ParaMed's wound-care clinics located at 124 Barker Street, 1340 Huron Street, and 148 Fullarton Street, Suite 200 in London, Ontario, except for any Claimant's entitlement to be paid in respect of an Approved Claim pursuant to the terms hereof.
26. On the Court Approval Date, each Settlement Class Member will be forever barred and enjoined from commencing, instituting, prosecuting, or continuing any action, litigation, investigation or other proceeding in any court of law or equity, arbitration, tribunal, proceeding, or, governmental, administrative or any other forum, directly, representatively, or derivatively, asserting against the Releasees any claims relating to or arising out of the Action;
27. On the Court Approval Date, each Settlement Class Member will be forever barred and enjoined from commencing, instituting, prosecuting or continuing any action, litigation, investigation or other proceeding in any court of law or equity, arbitration, tribunal, proceeding, or, governmental, administrative or any other forum, directly, representatively, or derivatively, against any person or entity that could or does result in a claim over against the Releasees or any of them for contribution, indemnity in common law, or equity, or under the provisions of the *Negligence Act*, RSO 1990, c N.1, and the amendments thereto, or under any successor legislation thereto, or under the *Rules of Civil Procedure*, RRO 1990, Reg 194, relating to or arising out of the Action. It is understood and agreed that if a Settlement Class Member commences such an action or takes such proceedings, and the Releasees or any of them, are added to such action or proceeding in any manner whatsoever, whether justified in law or not, such Settlement Class Member will immediately discontinue the action or proceeding and claims or

otherwise narrow the action or proceedings and claims to exclude the several liability of the Releasees. This Agreement shall operate conclusively as an estoppel in the event of any claim, action, complaint or proceeding that might be brought in the future by a Settlement Class Member with respect to the matters covered herein. This Agreement may be pleaded in the event that any such claim, action, complaint or proceeding is brought, as a complete defence and reply, and may be relied upon in any proceeding to dismiss the claim, action, complaint or proceeding on a summary basis and no objection will be raised by such Settlement Class Member in any subsequent action that the parties in the subsequent action were not privy to the formation of this Agreement.

28. On the Court Approval Date, the Action will be dismissed with prejudice and without costs against ParaMed.

SECTION 8: NO ADMISSIONS, NO USE

29. This Agreement, whether or not it is executed by the Parties or is terminated in accordance with paragraph 30 below, and any proceedings taken pursuant to this Agreement, are for settlement purposes only. Neither the fact of, nor any provision contained in this Agreement or its attached schedules, or any action taken hereunder, shall be construed as, offered in evidence as, and/or deemed to be evidence of a presumption, concession or admission of any kind by the Parties of the truth of any fact alleged or the validity of any claim or defence that has been, could have been or in the future might be asserted in any litigation, court of law or equity, proceeding, arbitration, tribunal, governmental, administrative or any other forum, or of any liability, responsibility, fault, wrongdoing or otherwise of any Parties except as may be required to enforce or give effect to the Settlement and this Agreement. For greater clarity, ParaMed denies the truth of the allegations in the Action and denies any liability whatsoever.

SECTION 9: TERMINATION

30. This Agreement may be terminated by either Party by delivering written notice within thirty (30) days and shall become null and void, and no obligation on the part of any of the Parties will accrue, if the Court declines to issue the Approval Order, if the Court issues an Approval Order that is materially inconsistent with the terms of the Settlement, or if an appeal of the Approval Order (if such an appeal lies) results in the Approval Order not becoming final.
31. For greater certainty, neither the Court's approval of Class Counsel Fees in an amount less than that sought by Class Counsel, nor the Court's refusal to approve Class Counsel Fees at all, nor the Court's refusal to approve the Notice Plan or Compensation Plan, shall constitute a refusal to issue the Approval Order, or any other basis for the termination of this Agreement.
32. This Agreement shall become fully effective and irrevocable on the Court Approval Date.
33. Unless the Parties agree otherwise, if this Agreement is terminated under paragraph 30 above, the Parties shall schedule a case management conference with the Court for orders:

- (a) declaring the Agreement to be null and void and of no force or effect;
 - (b) setting aside the Notice Approval Order on the basis of the termination of the Agreement; and
 - (c) imposing a timetable for next steps in the Action.
34. In the event that this Agreement is terminated under paragraph 30 above:
- (a) no person or Party shall be deemed to have waived any rights, claims or defences whatsoever by virtue of this Agreement;
 - (b) this Agreement and all negotiations, proceedings, documents prepared and statements made in connection herewith will be without prejudice to the Parties and Settlement Class Members, and will not be deemed or construed to be an admission or confession in any way by the Parties of any fact, matter or proposition of law;
 - (c) with the exception of this paragraph 34 and paragraph 29, this Agreement shall have no further force and effect, shall not be binding on any person or any of the Parties, and shall not be used as evidence or otherwise in any litigation or other proceeding for any purpose;
 - (d) the legal position of each of the Parties shall be the same as it was immediately prior to the execution of this Agreement, and each of the Parties may exercise its legal rights to the same extent as if this Agreement had never been executed; without limiting the generality of the foregoing, the releases and claims bars in paragraphs 25-27 shall be null and void and of no force and effect whatsoever;
 - (e) notice of the termination shall be published on the website of Class Counsel within 72 hours of the termination; and
 - (f) the Claims Administrator will return the amount ParaMed has paid to the Claims Administrator, if any, plus all interest incurred thereon.

SECTION 10: GENERAL

35. This Agreement shall be governed, construed, and interpreted in accordance with the laws of the Province of Ontario.
36. This Agreement constitutes the entire agreement between the Parties and may not be modified or amended except in writing, on consent of the Parties, and with Court approval.
37. This Agreement may be signed by the Parties in counterpart, which shall have the same effect and enforceability as a single executed document.

IN WITNESS WHEREOF, each of the Parties has caused this Agreement to be executed on his/her/its/their behalf by his/her/its/their duly authorized counsel of record, effective as of March 20, 2023.

March 20, 2023

Date



McKenzie Lake Lawyers LLP

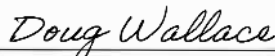
Matthew D Baer

Counsel for the Plaintiff, Sara

Kellesis

March 20, 2023

Date



Wallace Smith LLP

Douglas A Walker

Counsel for the Defendant,

ParaMed Inc.

Schedule "A": Compensation Plan

Definitions

1. All defined terms in the Agreement are applicable to this Compensation Plan. In addition, the following definitions apply in this Schedule:
 - (a) **"Claim Form"** means the Claim Form as described herein and the supporting documentation provided therewith;
 - (b) **"Class List"** means a list prepared by ParaMed and updated in accordance with paragraph 8(c) below, identifying all persons who received wound care involving the use of medical instruments at ParaMed's clinics located at 124 Barker Street, 1340 Huron Street, and 148 Fullarton Street, Suite 200 in London, Ontario between January 1, 2008 and July 27, 2018 and who were contacted by ParaMed and advised that they may have been exposed to infection and should be tested for hepatitis B, hepatitis C, and HIV;
 - (c) **"Compensation Allocation System"** means the method of determining the compensation to be allocated to each Claimant for the harms described in the Claim Form as set out in paragraph 3 of this Compensation Plan, which compensation to be paid to Claimants is subject to paragraph 1(d) of this Compensation Plan;
 - (d) **"Excluded Claims"** means a Claim by a person (i) who has previously and validly opted out of the Action in writing, (ii) who has previously settled claims against ParaMed and has executed a release in favour of ParaMed in relation to matters that are the subject of the Action, or (iii) who is a member of the Uninfected Persons Class;
 - (e) **"Hepatitis B Claim"** means a Claim brought by a Settlement Class Member who tested positive for hepatitis B after receiving wound care involving the use of medical instruments at ParaMed's clinics, or where such person is deceased, the personal representative of the estate of the deceased person;
 - (f) **"Hepatitis C Claim"** means a Claim brought by a Settlement Class Member who tested positive for hepatitis C after receiving wound care involving the use of medical instruments at ParaMed's clinics, or where such person is deceased, the personal representative of the estate of the deceased person; and
 - (g) **"HIV Claim"** means a Claim brought by a Settlement Class Member who tested positive for HIV after receiving wound care involving the use of medical instruments at ParaMed's clinics, or where such person is deceased, the personal representative of the estate of the deceased person.

Claims Process and Compensation Allocation System

2. Any Settlement Class Member who wishes to claim compensation under the Agreement shall deliver to or otherwise provide the Claims Administrator with a completed Claim

Form and all supporting documentation no later than three (3) months after the Court Approval Date. If the Claims Administrator does not receive a completed Claim Form and supporting documentation from a Settlement Class Member by the deadline, then the Settlement Class Member shall not be eligible for any compensation whatsoever. The Claims Administrator shall review each Claim Form for completeness and shall advise a Claimant, no later than twenty (20) business days after receipt of the Claim Form, if their Claim Form is incomplete. The Claimant shall complete the Claim Form within the later of (i) sixty (60) days from the date that the Claims Administrator advises them that their Claim Form is incomplete; or (ii) the deadline to submit a Claim Form and supporting documentation set out in the first sentence of this paragraph.

3. The Compensation Allocation System is as follows:
- (a) the descriptions of the Claim categories and their respective set payment amounts are contained in Table 1 below;
 - (b) Claimants may claim for multiple Claim categories in their Claim Form (i.e., Claimants may stack claims and receive compensation for two or more categories of Claims (for example, an HIV Claim and a Hepatitis B Claim)) provided that they submit, with the completed Claim Form, supporting documentation for each Claim category claimed;
 - (c) the quantum of the payments to Claimants with Approved Claims will be reduced *pro rata* if the Settlement Fund is insufficient to pay the payment amounts set out in Table 1 below for all of the Approved Claims;

Table 1		
Claim Category	Description	Set Payment Amount
HIV Claim	An HIV Claim may be brought by a Settlement Class Member who tested positive for HIV after receiving wound care involving the use of medical instruments at ParaMed's clinics, or where such person is deceased, the personal representative of the estate of the deceased person.	\$25,000
Hepatitis B Claim	A Hepatitis B Claim may be brought by a Settlement Class Member who tested positive for hepatitis B after receiving wound care involving the use of medical instruments at ParaMed's clinics, or where such person is deceased, the personal representative of the estate of the deceased person.	\$15,000
Hepatitis C Claim	A Hepatitis C Claim may be brought by a Settlement Class Member who tested positive for hepatitis C	\$10,000

	after receiving wound care involving the use of medical instruments at ParaMed's clinics, or where such person is deceased, the personal representative of the estate of the deceased person.	
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4. Supporting documentation must be submitted with the Claim Form, for each Claim category claimed. The supporting documentation required is documentation from a doctor or other medical professional demonstrating the following: (1) that the Claimant is/was infected with HIV, hepatitis B and/or hepatitis C; and (2) the date of the Claimant's diagnosis.
5. The Claim Form requires the Claimant to provide identifying information and to specify the Claim category or categories for which they are claiming. The Claim Form will instruct Claimants to attach the supporting documentation to the Claim Form.
6. A Claimant shall submit one Claim Form that comprises all of the Claims that he/she/they may have arising from this Agreement. If more than one Claim Form is submitted, the Claims Administrator will treat them as one Claim Form.
7. If a Claim is being submitted on behalf of a Claimant by his/her/their estate or another person designated to act on behalf of the Claimant, the person completing the Claim shall explain on the Claim Form why he/she/they has/have the authority to act on the Claimant's behalf, and shall attach a copy of any Certificate of Appointment of Estate Trustee, Power of Attorney or other document establishing that authority.
8. The Class List will be provided to the Claims Administrator by ParaMed by the Court Approval Date. The Claims Administrator shall review each Claim Form and the attached supporting documentation and verify, within 30 days of receipt of the Claim, that the Claimant is eligible to claim for compensation as follows:
 - (a) for an individual claiming as a Settlement Class Member, the Claims Administrator shall be satisfied that (i) the individual is listed in the Class List; (ii) the individual did not opt out of the Action; (iii) the Claim is not otherwise an Excluded Claim; and (iv) the individual was infected with HIV, hepatitis B and/or hepatitis C after he/she/they received wound care from ParaMed between January 1, 2008 and July 27, 2018;
 - (b) for an individual making a Claim on behalf of a Settlement Class Member or a Settlement Class Member's estate, the Claims Administrator shall be satisfied that (i) the individual has legal authority to act on behalf of the Settlement Class Member or the Settlement Class Member's estate in respect of financial affairs; (ii) the person or estate on whose behalf the Claim is submitted is listed on the Class List; (iii) the person or estate did not opt out of the Action; (iv) the Claim is not otherwise an Excluded Claim; and (v) the person or estate on whose behalf the Claim is submitted was infected with HIV, hepatitis B and/or hepatitis C after he/she/they received wound care from ParaMed between January 1, 2008 and July 27, 2018;

- (c) if a Claim Form is submitted by or on behalf of an individual who is not on the Class List, the Claims Administrator shall deliver the Claim Form to ParaMed, and ParaMed shall make best efforts to review the Claim Form and determine whether the individual was inadvertently excluded from the Class List and:
 - (i) if ParaMed determines the individual should be included on the Class List, ParaMed shall advise the Claims Administrator and update the Class List to include the Claimant;
 - (ii) if the individual should not be included on the Class List, ParaMed shall notify the Claims Administrator, and the individual shall not be added to the Class List;
 - (d) if a determination is made by the Claims Administrator that an individual who has submitted a Claim Form is not eligible for compensation for the reasons set out in paragraph (a) or (b) above, the Claims Administrator shall send out a notice, with a copy of the notice and Claim Form to ParaMed, advising the individual who submitted the Claim Form of this determination, within ten (10) business days of the Claims Administrator's determination of ineligibility; and
 - (e) ParaMed shall make best efforts to assist the Claims Administrator in determining whether any Claims are Excluded Claims.
9. The Claims Administrator shall make its determination based on the Claim category/categories claimed and whether the supporting documentation requirements are met (i.e., whether the documentation submitted with the Claim Form supports a Claim under the category/categories claimed).
10. The quantum of the payments to Claimants with Approved Claims is set out in the Compensation Allocation System above. Pursuant to the Compensation Allocation System, the quantum of the payments to Claimants with Approved Claims will be determined as follows:
- (a) if, after satisfying the Class Counsel Fees in the amount approved by the Court, the Representative Plaintiff Honourarium in the amount approved by the Court, Administration Costs, Notice Plan Costs and applicable taxes, the amount remaining in the Settlement Fund is sufficient to pay all Claimants with Approved Claims the set payment amounts identified in the Compensation Allocation System for the category or categories claimed, the set payment amount(s) shall be paid to all Claimants with Approved Claims; or
 - (b) if, after satisfying the Class Counsel Fees in the amount approved by the Court, the Representative Plaintiff Honourarium in the amount approved by the Court, Administration Costs, Notice Plan Costs and applicable taxes, the amount remaining in the Settlement Fund is not sufficient to pay all Claimants with Approved Claims the set payment amounts identified in the Compensation Allocation System for the category or categories claimed, the quantum of the payments to all Claimants with Approved Claims shall be reduced *pro rata* (i.e.,

adjusted downward such that each Claimant with an Approved Claim receives the proportionate share of the amount remaining in the Settlement Fund based on the relative values of the set payment amounts of each Claim category).

11. If a Settlement Class Member is unable to execute a Claim Form due to lack of legal capacity, a Claim Form may be executed by the Public Guardian and Trustee as authorized to act on behalf of the Settlement Class Member or by any other legally recognized guardian.
12. The claims process is intended to be expeditious, cost effective and user friendly, and to minimize the burden on Claimants. The Claims Administrator shall, in the absence of reasonable grounds to the contrary, assume the Claimants to be acting honestly and in good faith. The Claims Administrator shall nonetheless require that each Claimant meet the documentary requirements set out in this Agreement in respect of each Claim.
13. Where a Claim Form contains minor omissions or errors, the Claims Administrator shall correct such omissions or errors if the information necessary to correct the error or omission is readily available to the Claims Administrator.
14. The claims process is also intended to prevent fraud and abuse. If, after reviewing any Claim Form, the Claims Administrator believes that the Claim is fraudulent, the Claims Administrator shall disallow the Claim in its entirety.
15. Where the Claims Administrator disallows a Claim in its entirety under paragraph 14, the Claims Administrator shall send to the Claimant, at the Claimant's postal or email address as indicated in the Claim Form, a notice advising the Claimant of the decision and that he/she/they may make a request for reconsideration to the Claims Administrator within twenty-one (21) days of the date of the notice advising of the disallowance of the Claim in its entirety (see "Reconsiderations" at paragraphs 21-26 below).

Payments by the Claims Administrator

16. As soon as possible after (i) all timely Claim Forms have been processed; (ii) the time to request a reconsideration has expired; and (iii) all requests for reconsideration have concluded, the Claims Administrator shall review its determinations and shall allocate amounts to successful Claimants from the Settlement Fund subject to the following limitations:
 - (a) there will be no compensation for an Excluded Claim;
 - (b) if, after satisfying the Class Counsel Fees in the amount approved by the Court, the Representative Plaintiff Honourarium in the amount approved by the Court, Administration Costs, Notice Plan Costs and applicable taxes, the amount remaining in the Settlement Fund is sufficient to pay all Claimants with Approved Claims the set payment amounts identified in the Compensation Allocation System for the category or categories claimed, the set payment amount(s) shall be paid to all Claimants with Approved Claims; and

- (c) if, after satisfying the Class Counsel Fees in the amount approved by the Court, the Representative Plaintiff Honourarium in the amount approved by the Court, Administration Costs, Notice Plan Costs and applicable taxes, the amount remaining in the Settlement Fund is not sufficient to pay all Claimants with Approved Claims the set payment amounts identified in the Compensation Allocation System for the category or categories claimed, the quantum of the payments to all Claimants with Approved Claims shall be reduced *pro rata*.
17. Upon completion of paragraph 16 above, the Claims Administrator shall prepare a Successful Claims Report advising ParaMed of the Approved Claims and the amounts to be awarded to each successful Claimant.
18. Within sixty (60) days of the completion of the Successful Claims Report, the Claims Administrator shall mail the individual compensation cheques to the successful Claimants identified in the Successful Claims Report at the postal addresses indicated in the Claim Forms.
19. If, for any valid reason, a cheque is not cashed by the Claimant six (6) months after the date of the cheque, the Claimant shall forfeit the right to compensation and the funds shall be returned to ParaMed in accordance with paragraph 13 of the Agreement.
20. Thirty (30) days prior to the expiry of the six- (6-) month period described in paragraph 19 above, the Claims Administrator shall send the Claimant a further letter and attempt to contact the Claimant by telephone advising him/her/them that he/she/they has/have thirty (30) days to cash the compensation cheque.

Reconsiderations

21. An individual who has submitted a Claim Form under this Agreement and Compensation Plan is only entitled to notice of, and reconsideration, by the Claims Administrator, of, (i) a decision to disallow a Claim in its entirety under paragraph 14; and/or, (ii) a determination of ineligibility under paragraph 8. All other determinations of the Claims Administrator are final, and there is no further appeal or review of any decision of the Claims Administrator whatsoever to the Claims Administrator, Court, or any other court or tribunal.
22. For greater certainty, other than a decision to disallow a Claim in its entirety under paragraph 14, or a determination of ineligibility under paragraph 8, all decisions of the Claims Administrator, including those relating to, *inter alia*, any claims assessment, the quantum of compensation awarded under the Compensation Allocation System and Table 1 thereof, the sufficiency of a Claim, the sufficiency of the supporting documentation, timelines, the late delivery of any Claim or component of a Claim or supporting documentation, or any other matter relating to the claims process are final, and the Parties expressly agree that these decisions may not be appealed to or put before the Court or any other court or tribunal for any review or a determination.
23. The request for reconsideration shall identify that a request for reconsideration is being made (i) because the Claim was disallowed in its entirety under paragraph 14, or (ii)

because a determination of ineligibility was made under paragraph 8, and shall concisely state, in no more than one (1) page, the basis for the request, but shall not contain any additional evidence, documents, or materials not originally included with the Claim Form. Any request for reconsideration must be received by the Claims Administrator within twenty-one (21) days of the date of the notice advising of the disallowance of a Claim in its entirety or the determination that the Claim is ineligible. If no request for reconsideration is received by the Claims Administrator within this time period, the individual submitting the Claim Form shall be deemed to have accepted the determination of the Claims Administrator, and the determination shall be final and binding and not subject to further appeal or review by any court or other tribunal.

24. Where a timely request for reconsideration is filed with the Claims Administrator in accordance with paragraph 23 above, the Claims Administrator shall advise ParaMed of the request and conduct a review of the request for reconsideration. The Claims Administrator must issue its decision on the reconsideration to the individual who submitted the Claim and ParaMed within fourteen (14) days of receipt of the request for reconsideration.
25. Following its determination on a request for reconsideration, the Claims Administrator shall advise the individual submitting the Claim of its determination of the request for reconsideration. In the event the Claims Administrator reverses or modifies its decision, the Claims Administrator shall send a notice specifying the revision to the disallowance or decision to the postal or email address as indicated in the Claim Form.
26. The determination of the Claims Administrator in response to a request for reconsideration is final and binding and is not subject to further review by or appeal to any court or other tribunal.

Schedule "B": Notice of Settlement Approval Hearing (Short Form)

PARAMED CLASS ACTION: NOTICE OF SETTLEMENT APPROVAL HEARING

Please read this Notice carefully – your legal rights may be affected.

A proposed Settlement has been reached in a certified class action lawsuit against ParaMed Inc. ("ParaMed"): *Kellesis v ParaMed Inc.*, Ontario Superior Court of Justice Court File No. 1862/18. The lawsuit alleges that ParaMed failed to follow public health standards in the sterilization of medical instruments used at ParaMed's wound-care clinics, exposing the Plaintiff and Class Members to the risk of contracting serious communicable diseases, including hepatitis B, hepatitis C, and HIV. ParaMed denies any liability whatsoever, and the Court did not decide who was right. The Parties have instead decided to settle the lawsuit.

Who are Settlement Class Members in the Proposed Settlement?

All persons who received wound care involving the use of medical instruments at ParaMed's clinics located at 124 Barker Street, 1340 Huron Street, and 148 Fullarton Street, Suite 200 in London, Ontario between January 1, 2008 and July 27, 2018 and who were contacted by ParaMed and advised that they may have been exposed to infection and should be tested for hepatitis B, hepatitis C, and HIV, and who tested positive for hepatitis B, hepatitis C, or HIV, or where such person is deceased, the personal representative of the estate of the deceased person

What benefits are available to eligible Settlement Class Members under the Proposed Settlement?

ParaMed has agreed to provide a settlement fund of **\$195,000.00** to pay successful Settlement Class Member claims as well as certain fees and expenses, including Class Counsel Fees in an amount to be approved by the Court.

Depending on the infection(s) suffered, eligible Settlement Class Members may make one or more of three categories of Claims: a Hepatitis B Claim (\$15,000), a Hepatitis C Claim (\$10,000), or an HIV Claim (\$25,000). The quantum of the payments to Claimants with Approved Claims will be reduced *pro rata* if the Settlement Fund is insufficient to pay all of the Approved Claims. Contact McKenzie Lake Lawyers LLP ("Class Counsel") for more information about eligibility and supporting evidence for making a Claim.

APPROVAL HEARING: The proposed Settlement must be approved by the Court before it becomes effective. The Court will decide whether or not to approve the Settlement on ● at 10:00 am EST at the London Courthouse, 80 Dundas Street, London, ON N6A 6A3. Check Class Counsel's website (below) regularly after that date to see if the Settlement has been approved. You can also register with Class Counsel to be notified by email if the Settlement is approved.

YOUR LEGAL RIGHTS AND OPTIONS:

- If the Court approves the Settlement, you can **participate** by submitting a Claim for compensation. If you wish to participate, you are not required to do anything until after the Settlement is approved.
- You can **object** to the proposed Settlement and attend the Approval Hearing to present that objection. If you wish to object, you must submit a signed and completed Objection Form to the Claims Administrator on or before [the Objection Deadline]. A copy of the Objection Form can be obtained from Class Counsel's website below or by reaching out to Class Counsel at the telephone number or email address below.

To obtain more information, visit Class Counsel online at <https://www.mckenzielake.com/paramed-class-action/>, email christina.noble@mckenzielake.com or call 1-844-672-5666.

This Notice was approved by order of the Ontario Superior Court of Justice. This is not a solicitation from a lawyer.

Schedule "B": Notice of Settlement Approval Hearing (Long Form)

PARAMED CLASS ACTION: NOTICE OF SETTLEMENT APPROVAL HEARING

Please read this Notice carefully. Your legal rights may be affected regardless of whether or not you act.

Who is this Notice for?

This Notice is for all persons who received wound care involving the use of medical instruments at ParaMed's clinics located at 124 Barker Street, 1340 Huron Street, and 148 Fullarton Street, Suite 200 in London, Ontario between January 1, 2008 and July 27, 2018 and who were contacted by ParaMed and advised that they may have been exposed to infection and should be tested for hepatitis B, hepatitis C, and HIV, and who tested positive for hepatitis B, hepatitis C, or HIV, or where such person is deceased, the personal representative of the estate of the deceased person ("Settlement Class Members" or "Infected Persons Class Members").

What is the purpose of this Notice?

A proposed Settlement has been reached in a certified class action lawsuit against ParaMed Inc. ("ParaMed"): *Kellesis v ParaMed Inc.*, Ontario Superior Court of Justice Court File No. 1862/18. The lawsuit alleges that ParaMed failed to follow public health standards in the sterilization of medical instruments used at ParaMed's wound-care clinics, exposing the Plaintiff and Class Members to the risk of contracting serious communicable diseases, including hepatitis B, hepatitis C, and HIV. ParaMed denies any liability whatsoever, and the Court did not decide who was right. The Parties have instead decided to settle the lawsuit.

The purpose of this Notice is:

- (1) to inform all Settlement Class Members of a proposed Settlement in this class action lawsuit;
- (2) to advise all Settlement Class Members of the Approval Hearing, at which the Ontario Superior Court of Justice will consider whether to approve the proposed Settlement; and
- (3) to advise all Settlement Class Members of their entitlement to file objections to the proposed Settlement on or before [the Objection Deadline].

What benefits are available to eligible Settlement Class Members under the Proposed Settlement?

ParaMed has agreed to provide a settlement fund of **\$195,000.00** to pay successful Settlement Class Member claims as well as certain fees and expenses, including Class Counsel Fees in an amount to be approved by the Court.

Depending on the infection(s) suffered, eligible Settlement Class Members may make one or more of three categories of Claims: a Hepatitis B Claim (\$15,000), a Hepatitis C Claim (\$10,000), or an HIV Claim (\$25,000). The quantum of the payments to Claimants with Approved Claims will be reduced *pro rata* if the Settlement Fund is insufficient to pay all of the Approved Claims. Contact McKenzie Lake Lawyers LLP ("Class Counsel") for more information about eligibility and supporting evidence for making a Claim.

APPROVAL HEARING: The proposed Settlement and Class Counsel Fees must be approved by the Court before they become effective. The Court will decide whether or not to approve the Settlement and Class Counsel Fees on ● at 10:00 am EST by video conference at the London Courthouse, 80 Dundas Street, London, ON N6A 6A3. Check Class Counsel's website (below) regularly after that date to see if the Settlement has been approved. You can also register with Class Counsel to be notified by email if the Settlement is approved.

YOUR LEGAL RIGHTS AND OPTIONS:

- If the Court approves the Settlement, you can **participate** by submitting a Claim for compensation. If you wish to participate, you are not required to do anything until after the Settlement is approved.
- You can **object** to the proposed Settlement and attend the Approval Hearing to present that objection. If you wish to object, you must submit a signed and completed Objection Form to the Claims Administrator on or before [the Objection Deadline]. A copy of the Objection Form can be obtained from Class Counsel's website (<https://www.mckenzielake.com/paramed-class-action/>) or by reaching out to Class Counsel by telephone (1-844-672-5666) or email (christina.noble@mckenzielake.com).

FREQUENTLY ASKED QUESTIONS**(1) Why did I receive this Notice?**

You are receiving this Notice because ParaMed's records indicate that you received wound care involving the use of medical instruments at ParaMed's clinics located at 124 Barker Street, 1340 Huron Street, and 148 Fullarton Street, Suite 200 in London, Ontario between January 1, 2008 and July 27, 2018 and were contacted by ParaMed and advised that you may have been exposed to infection and should be tested for hepatitis B, hepatitis C, and HIV. If you subsequently tested positive for hepatitis B, hepatitis C, or HIV, you may be entitled to claim certain compensation offered by the proposed Settlement if the proposed Settlement is approved by the Court and you submit a valid and timely Claim.

You have a right to know about the proposed Settlement and your options before the Court decides whether to approve the proposed Settlement. If the Court approves the proposed Settlement, ParaMed will provide the payments agreed to in the Settlement Agreement to Settlement Class Members who submit valid and timely Claims. This Notice explains the class action lawsuit, the proposed Settlement, your legal rights, what compensation is available, who is eligible for that compensation, and how to make a Claim for that compensation. Please read this entire Notice carefully.

(2) What is the class action about?

Kellesis v ParaMed Inc., Ontario Superior Court of Justice Court File No. 1862/18 is a certified class action lawsuit against ParaMed. The lawsuit alleges that ParaMed failed to follow public health standards in the sterilization of medical instruments used at its wound-care clinics, exposing the Plaintiff and Class Members to the risk of contracting serious communicable diseases, including hepatitis B, hepatitis C, and HIV. ParaMed denies any liability.

(3) Why is there a Settlement?

The Parties have agreed to the proposed Settlement to avoid the cost and risk of further litigation, including potential trials, and to provide Settlement Class Members with reasonable compensation in exchange for releasing ParaMed from liability. The proposed Settlement does not mean that ParaMed did anything wrong, and the Court did not decide which Party was right.

The Parties entered into a Settlement Agreement. The individual who filed the Action (called the "Representative Plaintiff") and Class Counsel believe that the proposed Settlement is fair, reasonable and in the best interests of the Settlement Class.

(4) How do I know if I am part of the Settlement?

For the purposes of the proposed Settlement, all persons who received wound care involving the use of medical instruments at ParaMed's clinics located at 124 Barker Street, 1340 Huron Street, and 148 Fullarton Street, Suite 200 in London, Ontario between January 1, 2008 and July 27, 2018 and who were contacted by ParaMed and advised that they may have been exposed to infection and should be tested for hepatitis B, hepatitis C, and HIV and who tested positive for hepatitis B, hepatitis C, or HIV are Settlement Class Members. Where such persons

deceased, the personal representative of the estate of the deceased person is a Settlement Class Member. Not all Settlement Class Members are eligible to receive compensation. Some exceptions apply (see below).

(5) Who is excluded from the Settlement?

Only Settlement Class Members who meet certain criteria are eligible to submit Claims in the Settlement. You are excluded from making a Claim in the proposed Settlement if:

- (a) you are not a Settlement Class Member under the terms of the Settlement Agreement;
- (b) you previously and validly opted out of this class action in writing; and/or
- (c) you previously settled claims against ParaMed and executed a release in favour of ParaMed in relation to matters that are the subject of this class action.

(6) Why are Uninfected Persons Class Members not part of the Settlement?

On September 22, 2020, the Honourable Justice Tranquilli of the Ontario Superior Court of Justice certified this Action as a class action and ordered that the Class be divided into two subclasses: the Infected Persons Class and the Uninfected Persons Class. On October 3, 2022, the Honourable Justice Tranquilli granted ParaMed's motion for partial summary judgment dismissing the claims of the Uninfected Persons Class. Uninfected Persons Class Members are not part of the Settlement because their claims were dismissed on October 3, 2022.

(7) What is available under the Settlement?

Under the proposed Settlement, ParaMed will pay **\$195,000.00** to settle the Action. This amount includes payment of Approved Claims, Administration Costs, Notice Plan Costs, the Representative Plaintiff Honourarium, Class Counsel Fees, interest and all applicable taxes.

Under the proposed Settlement, Settlement Class Members (those who received wound care involving the use of medical instruments at ParaMed's clinics located at 124 Barker Street, 1340 Huron Street, and 148 Fullarton Street, Suite 200 in London, Ontario between January 1, 2008 and July 27, 2018 and who were contacted by ParaMed and advised that they may have been exposed to infection and should be tested for hepatitis B, hepatitis C, or HIV, or where such person is deceased, the personal representative of the estate of the deceased person, and who are not excluded from the Settlement Class) may be eligible for compensation under one or more of the following Claim categories, provided that they submit a valid and timely Claim:

Claim Category	Description	Set Payment Amount
HIV Claim	An HIV Claim may be brought by a Settlement Class Member who tested positive for HIV after receiving wound care involving the use of medical instruments at ParaMed's clinics, or where such person is deceased, the personal representative of the estate of the deceased person.	\$25,000
Hepatitis B Claim	A Hepatitis B Claim may be brought by a Settlement Class Member who tested positive for hepatitis B after receiving wound care involving the use of medical instruments at ParaMed's clinics, or where such person is deceased, the personal representative of the estate of the deceased person.	\$15,000
Hepatitis C Claim	A Hepatitis C Claim may be brought by a Settlement Class Member who tested positive for hepatitis B after receiving wound care involving the use of medical instruments at ParaMed's clinics, or where such person is deceased, the personal representative of the estate of the deceased person.	\$10,000

Settlement Class Members may claim for multiple Claim categories in their Claim Form (i.e., Claimants may stack claims and receive compensation for both an HIV Claim and a Hepatitis B Claim, for example), **provided that they submit, with the completed Claim Form, supporting documentation for each Claim category claimed.** The quantum of the payments to Settlement Class Members with Approved Claims will be reduced *pro rata* if the Settlement Fund is insufficient to pay all of the Approved Claims the payment amounts set out in the table above.

(8) How do I make a Claim?

The claims process has not yet begun. If the proposed Settlement is approved by the Court at the Approval Hearing to be held on ●, you may make a Claim by doing the following:

- (1) fill out the Claim Form;
- (2) include the supporting evidence and documentation specified on the Claim Form; and
- (3) submit the Claim Form and supporting evidence and documentation to the Claims Administrator by mail (at the address listed on the Claim Form) or by email (at the email address listed on the Claim Form) on or before the deadline to submit a Claim Form (3 months after the Court Approval Date).

Please keep a copy of your completed Claim Form and all of the supporting evidence and documentation you submit for your own records.

If you fail to submit a Claim Form and supporting evidence and documentation on or before the deadline to submit a Claim Form, you will not be eligible for any compensation whatsoever (i.e., you will not get paid). Sending in a Claim Form late will be the same as doing nothing.

If you are claiming more than one Claim category (for example, an HIV Claim and a Hepatitis B Claim), please use one Claim Form to comprise all of your Claims and submit supporting documentation for each Claim category claimed.

(9) What evidence do I need to prove my Claim?

Supporting documentation must be submitted with the Claim Form. The supporting documentation required is documentation from a doctor or other medical professional demonstrating (1) that you are/were infected with HIV, hepatitis B and/or hepatitis C, and (2) the date of your diagnosis. Supporting documentation is required for each Claim category claimed.

(10) Can I submit a Claim on behalf of someone else?

Yes, you can submit a Claim on behalf of someone else if you have legal authority to do so. If a Claim is being submitted on behalf of someone else, the person completing the Claim must explain on the Claim Form why he/she has the authority to act and must attach a copy of any Certificate of Appointment of Estate Trustee, Power of Attorney or other document establishing that authority.

(11) If my Claim is successful, when will I receive my compensation?

The Claims Administrator will mail individual compensation cheques to successful Claimants at the postal addresses indicated in the Claim Forms.

The Claims Administrator cannot mail the individual compensation cheques until (i) all timely Claim Forms have been processed; (ii) the time to request a reconsideration has expired; (iii) all requests for reconsideration have concluded; (iv) the Claims Administrator has reviewed its determinations and has allocated amounts to successful Claimants; and (v) the Claims Administrator has prepared a Successful Claims Report advising ParaMed of the Approved Claims and the amounts to be awarded to each successful Claimant. The Claims Administrator will mail the individual compensation cheques within sixty (60) days of the completion of the Successful Claims Report. This process will take some time, and your patience is appreciated. When the cheques have been mailed, an announcement will be posted on Class Counsel's website.

(12) Who will review my Claim?

The Parties agree that they will seek to have the Court appoint as the Claims Administrator Class Counsel and any employees of Class Counsel tasked with implementing and administering the Settlement and the claims process. The Claims Administrator will conduct an initial review of all Claims to verify that the Claimant is eligible to claim for compensation.

Once the Claims have been verified, the Claims Administrator will review the Claim Form and supporting documentation to determine the compensation category or categories, if any, for which a Claimant is eligible.

(13) What if my Claim is found to be incomplete?

The Claims Administrator will review each Claim Form for completeness. If your Claim Form is incomplete, the Claims Administrator will let you know within twenty (20) business days of receiving your Claim Form. You will then have to complete the Claim Form within the later of (i) sixty (60) days from the date that the Claims Administrator advises you that your Claim Form is incomplete; or, (ii) the deadline to submit a Claim Form and supporting documentation.

(14) Do I have a lawyer in this case?

Yes. The law firm representing the Settlement Class Members (Class Counsel) is listed below. You will not be charged for contacting these lawyers for more information. If you want to be represented by your own lawyer, you may hire one at your own expense.

McKenzie Lake Lawyers LLP
 140 Fullarton Street, Suite 1800
 London, ON N6A 5P2
 Toll-Free Telephone: 1-844-672-5666
 Email: christina.noble@mckenzielake.com

(15) How will the lawyers representing the Settlement Class be paid?

At the Approval Hearing, Class Counsel will ask the Court for approval of the payment of their fees and other expenses out of the \$195,000.00 Settlement Fund. It will be up to the Court to approve or determine the amount that Class Counsel will receive from the \$195,000.00 Settlement Fund. The Court may award something less than the amount requested by Class Counsel.

You may continue to check on the progress of Class Counsel's request for fees and expenses by visiting <https://www.mckenzielake.com/paramed-class-action/>.

(16) What if I don't agree with the Settlement?

If you are a Settlement Class Member, you can tell the Court that you don't agree with the proposed Settlement or some part of it by filing an objection. In an objection, you can give the Court reasons why you think the Court should not approve the Settlement. The Court will consider your views.

To object, you must submit a **signed and completed** Objection Form to the Claims Administrator on or before [the Objection Deadline]. Be sure to include the following information:

- (i) your full name, address, email address, and telephone number;
- (ii) a statement that you meet the criteria for membership in the Settlement Class;
- (iii) to the best of your recollection, a list of your wound-care history at one or more of ParaMed's wound-care clinics during the Class Period, with treatment dates and clinic locations;

- (iv) a written statement of all factual and legal grounds for your objection accompanied by any legal support for your objection;
- (v) copies of any papers, briefs or other documents upon which your objection is based;
- (vi) a statement setting out whether you intend to appear at the Approval Hearing;
- (vii) a statement setting out whether you intend to appear at the Approval Hearing through counsel, and if so, identifying any counsel representing you who intends to appear at the Approval Hearing; and
- (viii) your signature.

Objections must be sent by mail, courier, or email to the Claims Administrator on or before [the Objection Deadline] using the Objection Form, which can be obtained by requesting a copy from Class Counsel or by downloading a copy at <https://www.mckenzielake.com/paramed-class-action/>. Objections submitted after this date will not be considered.

If you want to speak at the Approval Hearing, you must indicate that you intend to do so in your Objection Form. You can hire a lawyer to appear on your behalf at your own expense or you may appear yourself. If you do not state your intention to appear in your Objection Form, or you do not submit a signed and completed Objection Form before [the Objection Deadline], you will waive all objections and can be barred from speaking at the Approval Hearing.

(17) What is the Approval Hearing?

The Court will hold a hearing to decide whether to approve the proposed Settlement and Class Counsel Fees. You may attend and you may ask to speak, subject to the requirements above, but you do not have to attend.

(18) When is the Approval Hearing?

The Approval Hearing will take place before the Ontario Superior Court of Justice on ● at 10:00 am EST by video conference at the London Courthouse, 80 Dundas Street, London, ON N6A 6A3.

At this Settlement Approval Hearing, the Court will consider whether the proposed Settlement is fair, reasonable, and in the best interests of the Settlement Class. If there are objections, the Court will consider them. The Court will listen to Settlement Class Members who have asked to speak at the Settlement Approval Hearing. After the Settlement Approval Hearing, the Court will decide whether to approve the proposed Settlement. We do not know how long this decision will take.

At the Settlement Approval Hearing, the Court will also decide how much to pay the lawyers acting for the Settlement Class Members (“Class Counsel”). That amount will be paid out of the \$195,000.00 Settlement Fund.

If the Settlement is approved, an additional Notice will be posted to Class Counsel’s website. Check Class Counsel’s website (<https://www.mckenzielake.com/paramed-class-action/>) regularly after the Settlement Approval Hearing to see if the Settlement has been approved. You can also register with Class Counsel to receive an email if the Settlement is approved.

(19) Do I have to attend the Settlement Approval Hearing?

No, you do not need to attend the Settlement Approval Hearing, but you are welcome to attend at your own expense.

If you submit an objection, you do not need to attend in Court to talk about it. As long as you have mailed your signed and completed Objection Form on time, the Court will consider it. You may also attend or pay your own lawyer to attend, but it is not necessary.

Settlement Class Members do not need to attend the Settlement Approval Hearing or take any other action to indicate their approval of the proposed Settlement. Class Counsel will answer any questions that the Court may have.

(20) What happens if I do nothing at all?

If the Court approves the proposed Settlement and you do nothing at all, you will not receive any compensation from the proposed Settlement. In order to receive compensation in the proposed Settlement, you must submit a Claim Form with the supporting evidence and documentation specified on the Claim Form. Unless you previously and validly excluded yourself (opted out), you won't be able to start a lawsuit, continue a lawsuit, or be part of any other lawsuit against ParaMed about the legal issues in this class action.

However, even if you take no action, you will keep your right to sue ParaMed for any other claims not resolved by the Settlement, subject to any applicable limitation periods.

(21) How can I get more information?

This Notice summarizes the essential terms of the proposed Settlement. The Settlement Agreement and its schedules, which you can view at <https://www.mckenzielake.com/paramed-class-action/>, describe in greater detail the rights and obligations of all the Parties. If there is any conflict between this Notice and the Settlement Agreement, the Settlement Agreement governs.

Neither the Parties nor their counsel make any representation regarding the tax effects, if any, of receiving any benefits under this proposed Settlement. Consult your tax adviser for any tax questions you may have.

The court offices will be unable to answer any questions about the matters in this Notice. If you have any questions regarding the proposed Settlement or about the class action lawsuit in general, information is available on Class Counsel's website (<https://www.mckenzielake.com/paramed-class-action/>) or by contacting Class Counsel directly:

McKenzie Lake Lawyers LLP
140 Fullarton Street, Suite 1800
London, ON N6A 5P2
Toll-Free Telephone: 1-844-672-5666
Email: christina.noble@mckenzielake.com

If the Court approves the proposed Settlement and the Settlement Agreement is not terminated, Notice of Settlement Approval will be posted to Class Counsel's website (<https://www.mckenzielake.com/paramed-class-action/>). Check this website regularly after the Settlement Approval Hearing to see if the Settlement has been approved and for the most up-to-date information.

This Notice was approved by order of the Ontario Superior Court of Justice. This is not a solicitation from a lawyer.

Schedule "C": Notice of Settlement Approval

PARAMED CLASS ACTION: NOTICE OF SETTLEMENT APPROVAL

Please read this Notice carefully. Your legal rights may be affected regardless of whether or not you act.

Who is this Notice for?

This Notice is for all persons who received wound care involving the use of medical instruments at ParaMed's clinics located at 124 Barker Street, 1340 Huron Street, and 148 Fullarton Street, Suite 200 in London, Ontario between January 1, 2008 and July 27, 2018 and who were contacted by ParaMed and advised that they may have been exposed to infection and should be tested for hepatitis B, hepatitis C, and HIV, and who tested positive for hepatitis B, hepatitis C, or HIV, or where such person is deceased, the personal representative of the estate of the deceased person ("Settlement Class Members"). You may be eligible for benefits under the Settlement.

What is the purpose of this Notice?

This Notice is to inform you that the Ontario Superior Court of Justice has approved the Settlement reached in a certified class action lawsuit against ParaMed Inc. ("ParaMed"): *Kellesis v ParaMed Inc.*, Ontario Superior Court of Justice Court File No. 1862/18. The lawsuit alleges that ParaMed failed to follow public health standards in the sterilization of medical instruments used at ParaMed's wound-care clinics, exposing the Plaintiff and Class Members to the risk of contracting serious communicable diseases, including hepatitis B, hepatitis C, and HIV. ParaMed has not been found liable for any of the claims advanced in this lawsuit. The Parties have instead reached a voluntary Settlement. The Settlement was approved on [date].

What is available under the Settlement?

Depending on the infection(s) suffered, eligible Settlement Class Members may make one or more of three categories of Claims: a Hepatitis B Claim (\$15,000), a Hepatitis C Claim (\$10,000), or an HIV Claim (\$25,000). The quantum of the payments to Claimants with Approved Claims will be reduced *pro rata* if the Settlement Fund is insufficient to pay all of the Approved Claims. Contact McKenzie Lake Lawyers LLP ("Class Counsel" and "Claims Administrator") for more information about eligibility and supporting evidence for making a Claim.

How do I make a Claim?

The period for submitting a Claim begins on ●, 2023 and runs until ●. During that period, you may make a Claim by doing the following:

- (1) fill out the Claim Form;
- (2) include the supporting evidence and documentation specified on the Claim Form; and
- (3) submit the Claim Form and supporting evidence and documentation to the Claims Administrator by mail (at the address listed on the Claim Form) or by email (at the email address listed on the Claim Form) on or before [the deadline to submit a Claim Form (3 months after the Court Approval Date)].

Please keep a copy of your completed Claim Form and all of the supporting evidence and documentation you submit for your own records.

If you fail to submit a Claim Form and supporting evidence and documentation on or before [the deadline to submit a Claim Form (3 months after the Court Approval Date)], you will not be eligible for any compensation whatsoever (i.e., you will not get paid). Sending in a Claim Form late will be the same as doing nothing.

Where can I get additional information?

The court offices will be unable to answer any questions about the matters in this Notice. If you have any questions regarding the Settlement or about the class action lawsuit in general, information is available on Class Counsel's website (<https://www.mckenzielake.com/paramed-class-action/>) or by contacting Class Counsel directly:

McKenzie Lake Lawyers LLP
140 Fullarton Street, Suite 1800
London, ON N6A 5P2
Toll-Free Telephone: 1-844-672-5666
Email: christina.noble@mckenzielake.com

This Notice was approved by order of the Ontario Superior Court of Justice. This is not a solicitation from a lawyer.

Schedule “D”: Notice Plan**Notice Plan**

1. Capitalized terms used in this Notice Plan have the meanings ascribed to them in the Settlement Agreement.

Notice of Settlement Approval Hearing

2. The Notice of Settlement Approval Hearing shall first be published within forty-five (45) days of the Notice Approval Order, and shall thereafter be disseminated as follows:
 - (a) Class Counsel shall post the Notice of Settlement Approval Hearing (Long Form), the Notice of Settlement Approval Hearing (Short Form), the Objection Form, and the Settlement Agreement on its website;
 - (b) Class Counsel shall send the Notice of Settlement Approval Hearing (Short Form) by email directly to Class Members who have provided their email address to Class Counsel;
 - (c) the Defendant shall provide the Notice Administrator with a list of Class Members’ last-known mailing addresses, and the Notice Administrator shall send the Notice of Settlement Approval Hearing (Short Form) by regular mail to the last-known mailing addresses of the Class Members provided by the Defendant;
 - (d) Class Counsel shall forward a copy of the Notice of Settlement Approval Hearing (Long Form), the Notice of Settlement Approval Hearing (Short Form), the Objection Form, and the Settlement Agreement to any person who requests it; and
 - (e) the Claims Administrator shall issue a press release to Canada Newswire along with a copy of the Notice of Settlement Approval Hearing.

Notice of Settlement Approval

3. The Notice of Settlement Approval shall first be published within forty-five (45) days of the Approval Order, and shall thereafter be disseminated as follows:
 - (a) Class Counsel shall post the Notice of Settlement Approval, Approval Order and the Claim Form on its website;
 - (b) Class Counsel shall send the Notice of Settlement Approval and the Claim Form by email directly to Class Members who have provided their email address to Class Counsel; and
 - (c) Class Counsel shall forward a copy of the Notice of Settlement Approval and the Claim Form to any person who requests it.

Schedule "E": Objection Form

PARAMED CLASS ACTION SETTLEMENT: OBJECTION FORM

ONLY COMPLETE AND SUBMIT THIS FORM IF YOU WISH TO OBJECT TO THE PROPOSED SETTLEMENT.

Instructions: Complete, sign and submit this Objection Form by mail or email **ONLY IF YOU WISH TO OBJECT** to the proposed Settlement.

1. Objector Identification

Provide the following information about the person (i.e., the Settlement Class Member) submitting this Objection Form, or, if applicable, on whose behalf you are submitting this Objection Form:

First Name:		Middle Initial:
Last Name:		
Street Address:		Suite Number:
City:	Province/Territory:	Postal Code:
Phone Number:		Email Address:

2. Representative Identification (if you are submitting this Objection Form on behalf of a Settlement Class Member who is deceased or a minor or for another reason)

If you are submitting this Objection Form as a representative on behalf of a Settlement Class Member, please provide the following personal identification information **and attach a copy of the Certificate of Appointment of Estate Trustee, Power of Attorney or other document establishing your authority to act on this person's behalf:**

YOU ARE SUBMITTING THIS OBJECTION FORM ON BEHALF OF SOMEONE WHO IS:		
<input type="checkbox"/> DECEASED	<input type="checkbox"/> A MINOR	<input type="checkbox"/> OTHER REASON (Identify):

Representative's Full Name:		
Representative's Relationship to Settlement Class Member:		
Representative's Street Address:		Suite Number:
City:	Province/Territory:	Postal Code:
Representative's Phone Number:		Representative's Email Address:
Representative's Law Firm Name (if applicable):		

3. The Objector's Membership in the Settlement Class

Check the box below if the statement below is correct.

- The Objector is a Settlement Class Member, meaning a person who (1) received wound care involving the use of medical instruments at one or more of ParaMed Inc.'s clinics located at 124 Barker Street, 1340 Huron Street, and 148 Fullarton Street, Suite 200 in London, Ontario between January 1, 2008 and July 27, 2018, (2) was contacted by ParaMed and advised that they may have been exposed to infection and should be tested for hepatitis B, hepatitis C, and HIV, and (3) tested positive for hepatitis B, hepatitis C, or HIV, or where such person is deceased, the personal representative of the estate of the deceased person.

4. Information Regarding the Objector's Wound-Care History at ParaMed Inc.'s Clinics

(a) By checking one or more of the boxes below, indicate the ParaMed Inc. wound-care clinic(s) you attended for wound care involving the use of medical instruments between January 1, 2008 and July 27, 2018:

- 124 Barker Street
- 1340 Huron Street
- 148 Fullarton Street, Suite 200

(b) To the best of your recollection, in the space below, provide the dates, between January 1, 2008 and July 27, 2018, on which you received wound care at the above ParaMed Inc. wound care clinic(s):

5. Objection

In the space below or in an attachment, provide a written statement of all factual and legal grounds for your objection to the proposed Settlement accompanied by any legal support for such objection. Please attach copies of any papers, briefs, or other documents upon which your objection is based.

6. The Approval Hearing

The Ontario Superior Court of Justice will hold the Approval Hearing on ● at 10:00 am EST by video conference at the London Courthouse, 80 Dundas Street, London, ON N6A 6A3.

Do you intend to participate in the Approval Hearing? Yes No

If “yes,” will you be participating through a lawyer? Yes No

If you will be participating in the Approval Hearing through a lawyer, please provide the following personal identification information for your lawyer. If more than one lawyer represents you, please provide the following information for the other lawyers in an attachment.

Law Firm Name:		
Lawyer's Full Name:		
Street Address:		Suite Number:
City:	Province/Territory:	Postal Code:
Phone Number:	Email Address:	
Law Society Number:		

7. Signature & Date

Date

Signature of Objector (or Representative)

Printed Name of Objector (or Representative)

If you wish to object to the proposed Settlement, you **MUST** submit your **signed and completed** Objection Form and any attachments to the Claims Administrator by mail, courier or email **on or before [the Objection Deadline]**.

Attn: ParaMed Class Action Settlement Claims Administrator

McKenzie Lake Lawyers LLP
 140 Fullarton Street, Suite 1800
 London, ON N6A 5P2
 Email: christina.noble@mckenzielake.com

Schedule "F": Claim Form**PARAMED CLASS ACTION SETTLEMENT: CLAIM FORM**
Private & Confidential

Please read this Claim Form carefully and complete it in full. Failure to fully complete this Claim Form and/or sign it will result in your Claim being rejected. Once completed and signed, submit this Claim Form to the Claims Administrator on or before [deadline to submit a Claim Form (3 months after the Court Approval Date)].

This Claim Form is for Settlement Class Members who wish to claim compensation under the Settlement Agreement. "**Settlement Class Members**" means all persons who (1) received wound care involving the use of medical instruments at ParaMed Inc.'s clinics located at 124 Barker Street, 1340 Huron Street, and 148 Fullarton Street, Suite 200 in London, Ontario between January 1, 2008 and July 27, 2018, (2) were contacted by ParaMed Inc. and advised that they may have been exposed to infection and should be tested for hepatitis B, hepatitis C, and human immunodeficiency virus (HIV), **and** (3) tested positive for hepatitis B, hepatitis C, or HIV, or where such person is deceased, the personal representative of the estate of the deceased person.

CATEGORY/CATEGORIES OF CLAIM:

Check one or more of the boxes below to indicate the type(s) of infection with which you were diagnosed subsequent to receiving wound care at ParaMed Inc.'s clinics and that you claim resulted from ParaMed Inc.'s alleged failure to follow public health standards in the sterilization of medical instruments used at its clinics. Only the three types of infections below are eligible for compensation under the Settlement Agreement. Please note that you **must** submit supporting documentation for each category claimed (i.e., each type of infection claimed) (see Section 7 below).

- Human Immunodeficiency Virus (HIV)
- Hepatitis B
- Hepatitis C

1. Claimant Identification

Provide the following information about the person submitting this Claim, or, if applicable, on whose behalf you are submitting this Claim, **and provide proof of identity:**

First Name:		Middle Initial:
Last Name:		
Prior Names:		
Street Address:		Suite Number:
City:	Province/Territory:	Postal Code:
Phone Number:		Email Address:
Date of Birth (dd/mm/yyyy):		

Documentation: Enclose a copy of a valid, government-issued photo ID that matches the name and contact information entered above.

2. Representative Identification (if you are submitting this Claim on behalf of a Settlement Class Member who is deceased or a minor or for another reason)

If you are submitting this Claim as a representative on behalf of a Settlement Class Member, provide the following personal identification information **and attach a copy of the Certificate of Appointment of Estate Trustee, Power of Attorney or other document establishing your authority to act on this person's behalf:**

<p>YOU ARE SUBMITTING THIS CLAIM ON BEHALF OF SOMEONE WHO IS:</p> <p><input type="checkbox"/> DECEASED <input type="checkbox"/> A MINOR <input type="checkbox"/> OTHER REASON (Identify):</p>

Representative's Full Name:		
Representative's Relationship to Claimant:		
Representative's Street Address:		Suite Number:
City:	Province/Territory:	Postal Code:
Representative's Phone Number:		Representative's Email Address:
Representative's Law Firm Name (if applicable):		

3. Legal Counsel Identification (if applicable)

This section is to be completed only if a lawyer is representing the Claimant. Please note that if you complete Section 3 below, all correspondence will be sent to your lawyer, who must notify the Claims Administrator of any change in mailing address. If you change lawyers, you must notify the Claims Administrator in writing of the new information.

Law Firm Name:		
Lawyer's Full Name:		
Street Address:		Suite Number:
City:	Province/Territory:	Postal Code:
Phone Number:		Email Address:
Law Society Number:		

4. Information Regarding the Claimant’s Wound-Care History at ParaMed Inc.’s Clinics

(a) By checking one or more of the boxes below, indicate the ParaMed Inc. wound-care clinic(s) you attended for wound care involving the use of medical instruments between January 1, 2008 and July 27, 2018:

- 124 Barker Street
- 1340 Huron Street
- 148 Fullarton Street, Suite 200

(b) To the best of your recollection, in the space below, provide the dates, between January 1, 2008 and July 27, 2018, on which you received wound care at the above ParaMed Inc. wound care clinic(s):

5. Information Regarding the Medical Professional(s) Who Diagnosed and/or Treated Your Hepatitis C, Hepatitis B, and/or HIV Infection(s)

In the space below, list each medical professional who diagnosed and/or treated the hepatitis C, hepatitis B, and/or HIV infection(s) with which you were diagnosed subsequent to receiving wound care at ParaMed Inc.’s clinics and that you claim resulted from ParaMed Inc.’s alleged failure to follow public health standards in the sterilization of medical instruments used at its clinics. **Please provide name(s), address(es) and phone number(s) for each medical professional.**

6. Information Regarding Your Diagnosis with Hepatitis C, Hepatitis B, and/or HIV

In the space below, indicate the date(s) on which you were diagnosed with hepatitis C, hepatitis B, and/or HIV. If you were diagnosed with more than one type of infection, specify which date applies to which diagnosis.

7. Supporting Documentation

Note: Failure to provide supporting documentation will result in your Claim being rejected.

Attach to this Claim Form documentation from the medical professional(s) who diagnosed you with hepatitis C, hepatitis B, and/or HIV demonstrating the following: (i) that you are/were infected with hepatitis C, hepatitis B, and/or HIV; and (ii) the date of your diagnosis. Please note that you **must** submit supporting documentation for each category claimed (i.e., each type of infection claimed).

8. Privacy Statement

All personal information provided by or on behalf of the Claimant to the Claims Administrator will be handled in accordance with applicable privacy laws. Such information will be used solely for the purposes of administering the Settlement Agreement. The information provided will be treated as private and confidential and will not be disclosed without the express written consent of the Claimant, except in accordance with the Settlement Agreement, Approval Order and/or other orders of the Ontario Superior Court of Justice.

9. Signature & Date

By signing below, I declare under penalty of perjury that I am a Settlement Class Member or a representative of a Settlement Class Member as disclosed in Section 2 above, and that the information provided and submitted in this Claim Form is true and correct to the best of my knowledge. I understand that this Claim Form and the supporting documentation attached hereto may be subject to audit, verification, and review by the Claims Administrator and/or Court. I also understand that if the information in this Claim Form or the supporting documentation attached hereto is believed or found to be fraudulent, I will not receive any payment. I agree to participate in the Settlement.

_____ Date

_____ Signature of Claimant (or Representative)

_____ Printed Name of Claimant (or Representative)

_____ Date

_____ Signature of Claimant’s Lawyer (if any)

_____ Printed Name of Claimant’s Lawyer

10. Reminder Checklist

- I have reviewed this Claim Form for completeness and correctness.
- I have signed and dated this Claim Form.
- I have attached the required supporting documentation for each category claimed (i.e., each type of infection claimed).
- I have made a copy and kept a copy of this Claim Form and all supporting documentation for my records.

11. Submit this Claim Form (with required supporting documentation attached)

Once completed and signed, submit this Claim Form, with the required supporting documentation attached, to the Claims Administrator by mail or email at the contact information below **on or before [the deadline to submit a Claim Form (3 months after the Court Approval Date)]**.

If you fail to submit this Claim Form and/or supporting evidence and documentation on or before **[the deadline to submit a Claim Form]**, you will not be eligible for any compensation whatsoever (i.e., you will not get paid). Sending in a Claim Form late will be the same as doing nothing.

Attn: ParaMed Class Action Settlement Claims Administrator

McKenzie Lake Lawyers LLP
140 Fullarton Street, Suite 1800
London, ON N6A 5P2
Email: christina.noble@mckenzielake.com

Please note that if your Claim is successful, the Claims Administrator will mail the individual compensation cheques within sixty (60) days of the completion of the Successful Claims Report. This process will take some time, and your patience is appreciated. When the cheques have been mailed, an announcement will be posted on Class Counsel's website (<https://www.mckenzielake.com/paramed-class-action>). Please check this website periodically for updates on the status of the Settlement.

If you have any questions about this Claim Form or the Settlement generally, please visit Class Counsel online at (<https://www.mckenzielake.com/paramed-class-action>), email christina.noble@mckenzielake.com, or call 1-844-672-5666.

Appendix “B”: Notice of Settlement Approval

PARAMED CLASS ACTION: NOTICE OF SETTLEMENT APPROVAL	
Please read this Notice carefully. Your legal rights may be affected regardless of whether or not you act.	
Who is this Notice for?	
This Notice is for all persons who received wound care involving the use of medical instruments at ParaMed’s clinics located at 124 Barker Street, 1340 Huron Street, and 148 Fullarton Street, Suite 200 in London, Ontario between January 1, 2008 and July 27, 2018 and who were contacted by ParaMed and advised that they may have been exposed to infection and should be tested for hepatitis B, hepatitis C, and HIV, and who tested positive for hepatitis B, hepatitis C, or HIV, or where such person is deceased, the personal representative of the estate of the deceased person (“Settlement Class Members”). You may be eligible for benefits under the Settlement.	
What is the purpose of this Notice?	
This Notice is to inform you that the Ontario Superior Court of Justice has approved the Settlement reached in a certified class action lawsuit against ParaMed Inc. (“ParaMed”): <i>Kellesis v ParaMed Inc.</i> , Ontario Superior Court of Justice Court File No. 1862/18. The lawsuit alleges that ParaMed failed to follow public health standards in the sterilization of medical instruments used at ParaMed’s wound-care clinics, exposing the Plaintiff and Class Members to the risk of contracting serious communicable diseases, including hepatitis B, hepatitis C, and HIV. ParaMed has not been found liable for any of the claims advanced in this lawsuit. The Parties have instead reached a voluntary Settlement. The Settlement was approved on [date].	
What is available under the Settlement?	
Depending on the infection(s) suffered, eligible Settlement Class Members may make <u>one or more</u> of three categories of Claims: a Hepatitis B Claim (\$15,000), a Hepatitis C Claim (\$10,000), or an HIV Claim (\$25,000). The quantum of the payments to Claimants with Approved Claims will be reduced <i>pro rata</i> if the Settlement Fund is insufficient to pay all of the Approved Claims. Contact McKenzie Lake Lawyers LLP (“Class Counsel” and “Claims Administrator”) for more information about eligibility and supporting evidence for making a Claim.	
How do I make a Claim?	
The period for submitting a Claim begins on ●, 2023 and runs until ●. During that period, you may make a Claim by doing the following: <ul style="list-style-type: none"> (1) fill out the Claim Form; (2) include the supporting evidence and documentation specified on the Claim Form; and (3) submit the Claim Form and supporting evidence and documentation to the Claims Administrator by mail (at the address listed on the Claim Form) or by email (at the email address listed on the Claim Form) on or before [the deadline to submit a Claim Form (3 months after the Court Approval Date)]. <p>Please keep a copy of your completed Claim Form and all of the supporting evidence and documentation you submit for your own records.</p> <p>If you fail to submit a Claim Form and supporting evidence and documentation on or before [the deadline to submit a Claim Form (3 months after the Court Approval Date)], you will not be eligible for any compensation whatsoever (i.e.,</p>	

you will not get paid). Sending in a Claim Form late will be the same as doing nothing.

Where can I get additional information?

The court offices will be unable to answer any questions about the matters in this Notice. If you have any questions regarding the Settlement or about the class action lawsuit in general, information is available on Class Counsel's website (<https://www.mckenzielake.com/paramed-class-action/>) or by contacting Class Counsel directly:

McKenzie Lake Lawyers LLP
140 Fullarton Street, Suite 1800
London, ON N6A 5P2
Toll-Free Telephone: 1-844-672-5666
Email: christina.noble@mckenzielake.com

This Notice was approved by order of the Ontario Superior Court of Justice. This is not a solicitation from a lawyer.

Appendix “C”: Notice Plan

Notice Plan

1. Capitalized terms used in this Notice Plan have the meanings ascribed to them in the Settlement Agreement.

Notice of Settlement Approval Hearing

2. The Notice of Settlement Approval Hearing shall first be published within forty-five (45) days of the Notice Approval Order, and shall thereafter be disseminated as follows:
 - (a) Class Counsel shall post the Notice of Settlement Approval Hearing (Long Form), the Notice of Settlement Approval Hearing (Short Form), the Objection Form, and the Settlement Agreement on its website;
 - (b) Class Counsel shall send the Notice of Settlement Approval Hearing (Short Form) by email directly to Class Members who have provided their email address to Class Counsel;
 - (c) the Defendant shall provide the Notice Administrator with a list of Class Members’ last-known mailing addresses, and the Notice Administrator shall send the Notice of Settlement Approval Hearing (Short Form) by regular mail to the last-known mailing addresses of the Class Members provided by the Defendant;
 - (d) Class Counsel shall forward a copy of the Notice of Settlement Approval Hearing (Long Form), the Notice of Settlement Approval Hearing (Short Form), the Objection Form, and the Settlement Agreement to any person who requests it; and
 - (e) the Claims Administrator shall issue a press release to Canada Newswire along with a copy of the Notice of Settlement Approval Hearing.

Notice of Settlement Approval

3. The Notice of Settlement Approval shall first be published within forty-five (45) days of the Approval Order, and shall thereafter be disseminated as follows:
 - (a) Class Counsel shall post the Notice of Settlement Approval, Approval Order and the Claim Form on its website;
 - (b) Class Counsel shall send the Notice of Settlement Approval and the Claim Form by email directly to Class Members who have provided their email address to Class Counsel; and
 - (c) Class Counsel shall forward a copy of the Notice of Settlement Approval and the Claim Form to any person who requests it.

Appendix “D”: Claim Form**PARAMED CLASS ACTION SETTLEMENT: CLAIM FORM****Private & Confidential**

Please read this Claim Form carefully and complete it in full. Failure to fully complete this Claim Form and/or sign it will result in your Claim being rejected. Once completed and signed, submit this Claim Form to the Claims Administrator on or before [deadline to submit a Claim Form (3 months after the Court Approval Date)].

This Claim Form is for Settlement Class Members who wish to claim compensation under the Settlement Agreement. “**Settlement Class Members**” means all persons who (1) received wound care involving the use of medical instruments at ParaMed Inc.’s clinics located at 124 Barker Street, 1340 Huron Street, and 148 Fullarton Street, Suite 200 in London, Ontario between January 1, 2008 and July 27, 2018, (2) were contacted by ParaMed Inc. and advised that they may have been exposed to infection and should be tested for hepatitis B, hepatitis C, and human immunodeficiency virus (HIV), **and** (3) tested positive for hepatitis B, hepatitis C, or HIV, or where such person is deceased, the personal representative of the estate of the deceased person.

CATEGORY/CATEGORIES OF CLAIM:

Check one or more of the boxes below to indicate the type(s) of infection with which you were diagnosed subsequent to receiving wound care at ParaMed Inc.’s clinics and that you claim resulted from ParaMed Inc.’s alleged failure to follow public health standards in the sterilization of medical instruments used at its clinics. Only the three types of infections below are eligible for compensation under the Settlement Agreement. Please note that you **must** submit supporting documentation for each category claimed (i.e., each type of infection claimed) (see Section 7 below).

- Human Immunodeficiency Virus (HIV)
- Hepatitis B
- Hepatitis C

1. Claimant Identification

Provide the following information about the person submitting this Claim, or, if applicable, on whose behalf you are submitting this Claim, **and provide proof of identity:**

First Name:		Middle Initial:
Last Name:		
Prior Names:		
Street Address:		Suite Number:
City:	Province/Territory:	Postal Code:
Phone Number:		Email Address:
Date of Birth (dd/mm/yyyy):		

Documentation: Enclose a copy of a valid, government-issued photo ID that matches the name and contact information entered above.

2. Representative Identification (if you are submitting this Claim on behalf of a Settlement Class Member who is deceased or a minor or for another reason)

If you are submitting this Claim as a representative on behalf of a Settlement Class Member, provide the following personal identification information **and attach a copy of the Certificate of Appointment of Estate Trustee, Power of Attorney or other document establishing your authority to act on this person's behalf:**

YOU ARE SUBMITTING THIS CLAIM ON BEHALF OF SOMEONE WHO IS:		
<input type="checkbox"/> DECEASED	<input type="checkbox"/> A MINOR	<input type="checkbox"/> OTHER REASON (Identify):

Representative's Full Name:		
Representative's Relationship to Claimant:		
Representative's Street Address:		Suite Number:
City:	Province/Territory:	Postal Code:
Representative's Phone Number:		Representative's Email Address:
Representative's Law Firm Name (if applicable):		

3. Legal Counsel Identification (if applicable)

This section is to be completed only if a lawyer is representing the Claimant. Please note that if you complete Section 3 below, all correspondence will be sent to your lawyer, who must notify the Claims Administrator of any change in mailing address. If you change lawyers, you must notify the Claims Administrator in writing of the new information.

Law Firm Name:		
Lawyer's Full Name:		
Street Address:		Suite Number:
City:	Province/Territory:	Postal Code:
Phone Number:		Email Address:
Law Society Number:		

4. Information Regarding the Claimant’s Wound-Care History at ParaMed Inc.’s Clinics

(a) By checking one or more of the boxes below, indicate the ParaMed Inc. wound-care clinic(s) you attended for wound care involving the use of medical instruments between January 1, 2008 and July 27, 2018:

- 124 Barker Street
- 1340 Huron Street
- 148 Fullarton Street, Suite 200

(b) To the best of your recollection, in the space below, provide the dates, between January 1, 2008 and July 27, 2018, on which you received wound care at the above ParaMed Inc. wound care clinic(s):

5. Information Regarding the Medical Professional(s) Who Diagnosed and/or Treated Your Hepatitis C, Hepatitis B, and/or HIV Infection(s)

In the space below, list each medical professional who diagnosed and/or treated the hepatitis C, hepatitis B, and/or HIV infection(s) with which you were diagnosed subsequent to receiving wound care at ParaMed Inc.’s clinics and that you claim resulted from ParaMed Inc.’s alleged failure to follow public health standards in the sterilization of medical instruments used at its clinics. **Please provide name(s), address(es) and phone number(s) for each medical professional.**

6. Information Regarding Your Diagnosis with Hepatitis C, Hepatitis B, and/or HIV

In the space below, indicate the date(s) on which you were diagnosed with hepatitis C, hepatitis B, and/or HIV. If you were diagnosed with more than one type of infection, specify which date applies to which diagnosis.

7. Supporting Documentation

Note: Failure to provide supporting documentation will result in your Claim being rejected.

Attach to this Claim Form documentation from the medical professional(s) who diagnosed you with hepatitis C, hepatitis B, and/or HIV demonstrating the following: (i) that you are/were infected with hepatitis C, hepatitis B, and/or HIV; and (ii) the date of your diagnosis. Please note that you **must** submit supporting documentation for each category claimed (i.e., each type of infection claimed).

8. Privacy Statement

All personal information provided by or on behalf of the Claimant to the Claims Administrator will be handled in accordance with applicable privacy laws. Such information will be used solely for the purposes of administering the Settlement Agreement. The information provided will be treated as private and confidential and will not be disclosed without the express written consent of the Claimant, except in accordance with the Settlement Agreement, Approval Order and/or other orders of the Ontario Superior Court of Justice.

9. Signature & Date

By signing below, I declare under penalty of perjury that I am a Settlement Class Member or a representative of a Settlement Class Member as disclosed in Section 2 above, and that the information provided and submitted in this Claim Form is true and correct to the best of my knowledge. I understand that this Claim Form and the supporting documentation attached hereto may be subject to audit, verification, and review by the Claims Administrator and/or Court. I also understand that if the information in this Claim Form or the supporting documentation attached hereto is believed or found to be fraudulent, I will not receive any payment. I agree to participate in the Settlement.

 Date

 Signature of Claimant (or Representative)

 Printed Name of Claimant
(or Representative)

 Date

 Signature of Claimant's Lawyer (if any)

 Printed Name of Claimant's Lawyer

10. Reminder Checklist

- I have reviewed this Claim Form for completeness and correctness.
- I have signed and dated this Claim Form.
- I have attached the required supporting documentation for each category claimed (i.e., each type of infection claimed).
- I have made a copy and kept a copy of this Claim Form and all supporting documentation for my records.

11. Submit this Claim Form (with required supporting documentation attached)

Once completed and signed, submit this Claim Form, with the required supporting documentation attached, to the Claims Administrator by mail or email at the contact information below **on or before [the deadline to submit a Claim Form (3 months after the Court Approval Date)]**.

If you fail to submit this Claim Form and/or supporting evidence and documentation on or before **[the deadline to submit a Claim Form]**, you will not be eligible for any compensation whatsoever (i.e., you will not get paid). Sending in a Claim Form late will be the same as doing nothing.

Attn: ParaMed Class Action Settlement Claims Administrator

McKenzie Lake Lawyers LLP

140 Fullarton Street, Suite 1800

London, ON N6A 5P2

Email: christina.noble@mckenzielake.com

Please note that if your Claim is successful, the Claims Administrator will mail the individual compensation cheques within sixty (60) days of the completion of the Successful Claims Report. This process will take some time, and your patience is appreciated. When the cheques have been mailed, an announcement will be posted on Class Counsel's website (<https://www.mckenzielake.com/paramed-class-action>). Please check this website periodically for updates on the status of the Settlement.

If you have any questions about this Claim Form or the Settlement generally, please visit Class Counsel online at (<https://www.mckenzielake.com/paramed-class-action>), email christina.noble@mckenzielake.com, or call 1-844-672-5666.

KELLESIS
/Moving Party

-and- PARAMED INC.
Defendant/Responding Party

Court File No.

ONTARIO
SUPERIOR COURT OF JUSTICE

PROCEEDING COMMENCED AT
LONDON

ORDER
(Settlement Approval)

McKENZIE LAKE LAWYERS LLP
140 Fullarton Street, Suite 1800
London, ON N6A 5P2
Tel: 519-672-5666
Fax: 519-672-2674

Michael J Peerless (LSO # 34127P)
Emily Assini (LSO # 59137J)
Chelsea Smith (LSO # 71843N)

Lawyers for the Plaintiff/Moving Party