

SETTLEMENT AGREEMENT

Made this 8th day of June, 2026

BETWEEN:

CARLA MUNROE (Plaintiff)

- and -

THE NOVA SCOTIA HEALTH AUTHORITY, a body corporate (Defendant)

WHEREAS:

1. The Plaintiff commenced a proposed class proceeding against the Defendant in the Supreme Court of Nova Scotia (Court file number Hfx No. 502113) by the Notice of Action and Statement of Claim filed on November 23, 2020 and amended on May 12, 2026, alleging unauthorized access to her personal health information and that of others by employees of the Defendant (the "**Action**").
2. The Parties have engaged in settlement discussions and have now agreed to settle the Action on the terms set forth in this Settlement Agreement ("**Agreement**").
3. The Parties acknowledge section 42 of the *Class Proceedings Act*, SNS 2007, c 28. Section 42(1) has suspended the running of limitation periods in favour of Class Members (as defined herein) since the Notice of Action and Statement of Claim was filed on

November 23, 2020. The limitation period will resume running against any Class Members who opt out through the Opt-Out Process described in this Agreement.

4. The employees who accessed the personal health information are not identified in this Agreement, but their identities are known to the Parties.
5. The Parties intend to follow the procedure in Section 2.04 to give effect to this Agreement.

NOW THEREFORE, in consideration of the mutual covenants and promises herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

ARTICLE 1 – INTERPRETATION

1.01 Definitions

In this Agreement, the following definitions apply:

- (a) **Aberdeen Subclass** means the Class Members whose records were accessed by a particular employee at Aberdeen Hospital;
- (b) **Action** means the proceeding represented by Court file number Hfx No. 502113;
- (c) **Administration Expenses and Legal Fees** means the expenses to be incurred by Class Counsel in administering the Settlement, together with Class Counsel's legal fees, at a cumulative total of \$125,000.00 inclusive of HST;

- (d) **Agreement** means this settlement agreement, including all recitals and Appendices;
- (e) **Appendices** means the appendices listed at Section 1.07 and attached to this Agreement;
- (f) **Approval Date** means the date the Court issues the Certification and Settlement Approval Order;
- (g) **Approval Hearing** means the Court hearing of the Approval Motion;
- (h) **Approval Motion** means the motion to the Court, to be initiated by the Plaintiff on consent of the Parties, to determine whether the Action should be certified as a class proceeding and whether the Settlement should be approved, pursuant to the *Class Proceedings Act*, SNS 2007, c 28;
- (i) **Approval Notice** means the notification of Class Members about the Certification and Settlement Approval Order, including the ability to opt out;
- (j) **Approval Notice Plan** means the process for notifying Class Members about the Certification and Settlement Approval Order, including the ability to opt out;
- (k) **Arbitration Award** means an amount that may be awarded to an Arbitration Claimant up to a maximum of \$8,000.00, inclusive of the Guaranteed Payment, distributed pursuant to the process described herein;

- (l) **Arbitration Claim** means a request for an Arbitration Award submitted by a Class Member before the Arbitration Claim Deadline, using the Arbitration Claim Form;
- (m) **Arbitration Claim Deadline** means sixty (60) days from the date that Class Counsel mails the Guaranteed Payment cheques;
- (n) **Arbitration Claim Form** means the form contained at **Appendix F**;
- (o) **Arbitration Claimant** means any Class Member who submits an Arbitration Claim;
- (p) **Arbitration Fund** means the proportion of the Settlement Amount to be used to pay Arbitration Awards, in the amount of \$122,300.00;
- (q) **Arbitrator** means Augustus M. Richardson, K.C. (or his replacement, to the extent Mr. Richardson becomes unable to serve);
- (r) **Case Management Judge** means the Honourable Justice of the Court who is appointed as Case Management Judge for this Action;
- (s) **Central Zone Subclass** means the subset of the Class whose records were accessed by a particular employee within the Central Zone of the Nova Scotia Health Authority;
- (t) **Certification and Settlement Approval Order** means an order of the Court substantially in the form attached as **Appendix A**, certifying the Action as a class proceeding for the purpose of settlement; approving the

Settlement; and declaring the Settlement to be binding upon all Class Members, pursuant to the *Class Proceedings Act*, SNS 2007, c 28;

- (u) **Class** means all living persons who were sent letters from the Nova Scotia Health Authority between 2018 and 2020, advising that an employee of the Nova Scotia Health Authority had accessed their personal health information without a valid medical or hospital purpose, and who are members of one of the following four (4) Subclasses:

- (i) Aberdeen Subclass;
- (ii) Central Zone Subclass;
- (iii) Valley (EMR) Subclass; and
- (iv) Valley (Non-EMR) Subclass.

For clarity, the Class also constitutes a “settlement class” within the meaning of the *Class Proceedings Act*, SNS 2007, c 28;

- (v) **Class Counsel** means Valent Legal and MDW Law;
- (w) **Class List** means the information to be provided by the Defendant to Class Counsel in accordance with section 2.04(3);
- (x) **Class Member** means a person in the Class who is a member of a Subclass;
- (y) **Court** means the Supreme Court of Nova Scotia and may include the Case Management Judge appointed in respect of this Action;

- (z) **Defendant** means the Nova Scotia Health Authority and includes Defendant's Counsel as the case may be;
- (aa) **Defendant's Counsel** means Stewart McKelvey;
- (bb) **Effective Date** means the date described in Section 2.09;
- (cc) **EMR** means Electronic Medical Record;
- (dd) **Execution Date** means the date this Agreement is executed;
- (ee) **Guaranteed Payment** means the payment each Class Member is entitled to receive by virtue of their membership in a Subclass, as particularized in Section 4.02, if they do not opt out in accordance with Section 2.07;
- (ff) **Guaranteed Payment Fund** means \$252,700.00, being the proportion of the Settlement Amount allocated to Guaranteed Payments to Class Members who have not opted out;
- (gg) **Hearing Notice** means the notification of Class Members in advance of and about the Approval Hearing;
- (hh) **Hearing Notice Plan** means the process for notifying Class Members in advance of and about the Approval Hearing;
- (ii) **Notice** means Hearing Notice and/or Approval Notice and includes the Hearing Notice Plan and/or the Approval Notice Plan, as the context may require;

- (jj) **Notice Motion** means the motion to approve the Hearing Notice and Hearing Notice Plan;
- (kk) **Notice of Objection** means the form by which a Class Member, before the Approval Hearing, must state their objection to the Settlement and advise Class Counsel whether they intend to appear at the Approval Hearing;
- (ll) **Notice Order** means an order of the Court approving the Hearing Notice and Hearing Notice Plan;
- (mm) **Opt-Out Deadline** means sixty (60) days after the Approval Date, or such other period as agreed between the Parties and approved by the Court;
- (nn) **Opt-Out Form** means the form by which a Class Member must opt out of the Settlement, generally in the form attached as **Appendix E**;
- (oo) **Opt-Out Process** means the procedure for a Class Member to formally declare that they do not wish to participate in the Settlement, using the Opt-Out Form and as further described at Section 2.07;
- (pp) **Parties** means the Plaintiff and the Defendant, as represented by their legal counsel;
- (qq) **Released Claims** means those claims described in Section 6.02;
- (rr) **Releasees** means the Defendant as well as its present and former employees, officers, directors, executors, administrators, insurers, successors, and assigns;

- (ss) **Releasors** means, individually and collectively, the Plaintiff and each of the Class Members and their respective heirs, executors, administrators, and assigns;
- (tt) **Representative Plaintiff** means Carla Munroe;
- (uu) **Right of Reversion** means the Defendant's entitlement to the return of any undistributed portion of the Arbitration Fund (together with accrued interest to the extent permissible by law, including the rules and regulations of the Nova Scotia Barristers' Society);
- (vv) **Settlement** means the terms negotiated between the Parties to resolve the Action as set forth in this Agreement;
- (ww) **Settlement Agreement** means this settlement agreement, including all recitals and Appendices;
- (xx) **Settlement Amount** means \$500,000.00, as further described in Article 3 and subject to the Right of Reversion;
- (yy) **Subclass** means Aberdeen Subclass; Central Zone Subclass; Valley (EMR) Subclass; and/or Valley (Non-EMR) Subclass;
- (zz) **Valley (EMR) Subclass** means the subset of the Class whose records, including EMR records, were accessed by a particular employee at the Valley Regional Hospital;

(aaa) **Valley (Non-EMR) Subclass** means the subset of the Class whose records, not including EMR records, were accessed by a particular employee at the Valley Regional Hospital.

1.02 Headings

The division of this Agreement into Articles, Sections, and Appendices; the numbering and use of paragraphs; and the insertion of headings and subheadings are for convenience of reference only, and do not affect the construction or interpretation of this Agreement.

1.03 Singular and Plural Meanings

In this Agreement, words importing the singular include the plural and vice versa, unless the context requires otherwise.

1.04 No *Contra Proferentem*

The Parties acknowledge that they have both reviewed and participated in settling the terms of this Agreement, and they agree that any rule of construction to the effect that any ambiguity is to be resolved against the drafting party is not applicable in interpreting this Agreement.

1.05 Computation of Time

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

- (a) Where there is a reference to a number of days between two events, the number of days shall be counted by excluding the day on which the first event happens and including the day on which the second event happens, including all calendar days.

- (b) Where the day or date on which any action required to be taken under this Agreement expires or falls on a day that is not a business day, such action may be done on the next day that is a business day.

1.06 Currency

All references to currency in this Agreement are to the lawful money of Canada.

1.07 Appendices

The following Appendices to this Agreement are incorporated into and form part of the Agreement:

- **Appendix A** – Draft Certification and Settlement Approval Order
- **Appendix B** – Hearing Notice
- **Appendix C** – Notice of Objection
- **Appendix D** – Approval Notice
- **Appendix E** – Opt-Out Form
- **Appendix F** – Arbitration Claim Form

However, in the event of a contradiction between the body of this Agreement and one of the above Appendices, the language of the body of this Agreement will govern.

ARTICLE 2 – IMPLEMENTATION OF THE SETTLEMENT

2.01 Best Efforts

The Parties shall make best efforts to effect the terms of this Agreement and the Settlement contained herein, including best efforts to obtain the Certification and Settlement Approval Order.

2.02 Consent Conditional

The Parties agree that the Defendant's consent to certification of the Action as a class proceeding is conditional upon the Court approving the Settlement in accordance with the terms of this Agreement. The Defendant's consent to the Certification and Settlement Approval Order is without prejudice to, and does not limit, the Defendant's rights if the Certification and Settlement Approval Order is not granted or if the Agreement is terminated.

2.03 Administration

The Parties agree that Class Counsel will administer the Settlement and will perform the following functions, pursuant to this Agreement:

- (a) giving Notice to Class Members by implementing the Hearing Notice Plan and the Approval Notice Plan, as further described in Section 2.04;
- (b) receiving and handling Notices of Objection and Opt-Out Forms;
- (c) distributing payment of the Guaranteed Payments, as further described in Article 4; and
- (d) facilitating the exchange of documentation regarding Arbitration Claims, as further described in Article 5.

2.04 Agreed-Upon Procedure

Subject to the *Class Proceedings Act*, SNS 2007, c 28 and directions from the Court, the Parties agree to the following procedure to obtain the Certification and Settlement Approval Order and to implement the Settlement:

- (1) The Plaintiff will bring the Notice Motion, with the Defendant's consent, within 30 days of the Execution Date, subject to any alternative directions from the Court.
Further:
 - (a) The Hearing Notice will be substantially in the form attached as **Appendix B** and will include and attach the Notice of Objection, which will be substantially in the form of **Appendix C**.
 - (b) The Hearing Notice Plan is that Class Counsel will distribute the Hearing Notice:
 - (i) by direct mailing (regular mail and email, where available) to Class Members using the contact information described below; and
 - (ii) by posting on Class Counsel's website.
- (2) The Notice Motion will be determined by correspondence if that is acceptable to the Court and otherwise will be determined in a manner specified by the Court.
- (3) If the Court approves the Hearing Notice and the Hearing Notice Plan, the Defendant will provide Class Counsel with the following information within 30 days of the Notice Order or as soon as reasonably possible thereafter (the "**Class List**"):

- (a) a list of the Class Members, including full name and last known mailing address;
 - (b) identification of each Class Member's membership in the Aberdeen Subclass, Central Zone Subclass, Valley (EMR) Subclass, or Valley (Non-EMR) Subclass; and
 - (c) identification of any Class Members known to be minors, along with the names and addresses of their legal guardians.
- (4) Within fifteen (15) days of receiving the Class List, Class Counsel will send the Hearing Notice to all addresses obtained from direct contact with Class Members, as well as those obtained from the Defendant. At the same time, Class Counsel will also advise Class Members of their membership in a particular Subclass.
- (5) Forty-five (45) days after Class Counsel have disseminated the Hearing Notice, the Plaintiff will bring the Approval Motion, with the Defendant's consent. Concurrently, Class Counsel will bring a motion for Court approval of their legal fees, as further described in Section 7.02.
- (6) The Approval Hearing will be held at a date and time to be scheduled by the Court and posted on Class Counsel's website. Class Members who have filed a Notice of Objection may participate in accordance with their Notice of Objection and the Court's directions.
- (7) If the Court issues the Certification and Settlement Approval Order, Class Counsel will distribute the Approval Notice and implement the Approval Notice Plan within thirty (30) days of the Approval Date.

(8) The Approval Notice will be substantially in the form attached as **Appendix D** and will include:

- (i) notice that the Court has issued the Certification and Settlement Approval Order;
- (ii) information about the Opt-Out Process;
- (iii) information on how a Class Member can expect to receive the Guaranteed Payment if they do not opt out; and
- (iv) information about Arbitration and how to submit an Arbitration Claim Form.

(b) The Approval Notice Plan is that Class Counsel will distribute the Approval Notice:

- (i) by direct mailing (regular mail and email, where available) to Class Members using the contact information described above; and
- (ii) by posting on Class Counsel's website.

2.05 Cost of Notice

The cost of implementing the Hearing Notice Plan and the Approval Notice Plan will be paid from the Administration Expenses and Legal Fees.

2.06 Confidentiality

Information relating to the identity, address, and age of each Class Member shall be kept confidential by Class Counsel and shall not be disclosed except as may be provided in this Agreement or otherwise required by law.

2.07 Opt-Out Process

A Class Member may opt out of the Settlement by submitting, before the Opt-Out Deadline, a completed and signed Opt-Out Form. The Opt-Out Form must be submitted to Class Counsel using the contact information provided on the Opt-Out Form. The Opt-Out Form will be available on Class Counsel's website and may be obtained from Class Counsel or Defendant's Counsel upon request or as otherwise ordered by the Court.

2.08 No Other Opting Out

With the exception of Class Members who provided valid Opt-Out Forms by the Opt-Out Deadline, no Class Member may exclude themselves from the Settlement.

2.09 Effective Date

The Agreement will become effective, and will be binding on the Parties and all Class Members who have not opted out through the Opt-Out Process, as of the next business day after the day on which all appellate rights with respect to the Approval Order have expired, or the Approval Order is affirmed upon a final disposition of all appeals.

ARTICLE 3 – SETTLEMENT AMOUNT

3.01 Payment of Settlement Amount

The Defendant will pay the Settlement Amount of \$500,000.00 as a lump sum to MDW Law, to be held in trust, with thirty (30) days of the Effective Date.

3.02 Allocation of Settlement Amount

The Settlement Amount of \$500,000.00 shall be allocated as follows:

- (a) **Guaranteed Payment Fund:** \$252,700.00, with any undeposited Guaranteed Payments being transferred into the Arbitration Fund;
- (b) **Arbitration Fund:** \$122,300.00, plus any undeposited Guaranteed Payments, and subject to the Right of Reversion; and
- (c) **Administration Expenses and Legal Fees:** \$125,000.00 inclusive of HST.

3.03 Segregation of Funds

Class Counsel must segregate the Guaranteed Payment Fund and the Arbitration Fund and must account for interest on both Funds, in accordance with the Right of Reversion.

3.04 Electronic Funds Transfers

The Parties acknowledge that some Class Members may request payments to be made by an electronic funds transfer (e.g. Interac e-Transfer) instead of by cheque. Class Counsel may accommodate such requests to the extent possible.

ARTICLE 4 – GUARANTEED PAYMENTS

4.01 Distribution

Within forty-five (45) days of the Effective Date, Class Counsel will distribute the Guaranteed Payments by mailing cheques to Class Members who have not opted out.

4.02 Guaranteed Payment by Subclass

Class Members are entitled to a Guaranteed Payment, without reduction, as follows:

- (a) For Class Members in the Aberdeen Subclass, \$700.00.
- (b) For Class Members in the Central Zone Subclass, \$1,400.00.
- (c) For Class Members in the Valley (EMR) Subclass, \$1,400.00.
- (d) For Class Members in the Valley (Non-EMR) Subclass, \$700.00.

4.03 Minors

Guaranteed Payments to minors will be made to their legal guardian.

4.04 Satisfaction

Unless the Class Member submits an Arbitration Claim before the Arbitration Claim Deadline, the Guaranteed Payment shall be in full and final satisfaction of the Class Member's claims.

4.05 Deposit

Each Class Member will have six (6) months from the date the Guaranteed Payment is mailed by Class Counsel (which dates will be posted on Class Counsel's website) to deposit their Guaranteed Payment.

4.06 Undeposited Payments

If a Class Member does not cash their Guaranteed Payment cheque within three (3) months of mailing, Class Counsel will make reasonable efforts to follow up. If the cheque remains uncashed six (6) months after mailing, entitlement to the Guaranteed Payment shall lapse, and the funds shall be transferred to the Arbitration Fund, along with any other remaining amounts in the Guaranteed Payment Fund.

ARTICLE 5 – ARBITRATION

5.01 Arbitration Claims

The process for Arbitration Claims is as follows:

- (1) A Class Member who believes they have experienced unique and additional harm, beyond what is compensated for by the Guaranteed Payment, may submit an Arbitration Claim Form to Class Counsel by the Arbitration Claim Deadline (i.e. 60 days from the date that Class Counsel mails the Guaranteed Payment cheques, which dates will be posted on Class Counsel's website), in accordance with the instructions on the Arbitration Claim Form.
- (2) Arbitration Claimants may attach supporting documentation to their Arbitration Claim Forms, in accordance with the instructions on the Arbitration Claim Form.

- (3) Class Counsel will provide the Arbitration Claim Forms, and any supporting documentation, to the Arbitrator and to counsel for the Defendant within thirty (30) days after the Arbitration Claim Deadline.
- (4) The Defendant may, but is not required to, submit a written response and/or supporting documentation to the Arbitrator regarding any Arbitration Claim.
- (5) The Arbitrator shall keep confidential and secure all information and material received in relation to Arbitration Claims, which information and material shall not be disclosed except as provided in this Agreement or otherwise required by law.
- (6) No oral evidence is admissible in the Arbitration.
- (7) The legal guardian of a Class Member who is a minor may initiate an Arbitration Claim on the minor's behalf.

5.02 Arbitrator's Decisions

- (1) The Arbitrator has the sole discretion to consider and weigh the evidence; to decide whether to issue an Arbitration Award; and to determine the amount of any Arbitration Award, up to a maximum of \$8,000.00, inclusive of the Guaranteed Payment but subject to no other reduction.
- (2) The Arbitrator's decisions will be rendered without reasons.
- (3) The Arbitrator's decisions are final, binding, and not subject to appeal.

- (4) The Arbitrator must make decisions on all Arbitration Claims within ninety (90) days of the Arbitration Claim Deadline, or by such extended deadline as requested by the Arbitrator and agreed to by the Parties.
- (5) After the Arbitrator has reached decisions on all Arbitration Claims, the Arbitrator shall notify Class Counsel and counsel for the Defendant.
- (6) Within forty-five (45) days of being notified of the Arbitrator's decisions on all Arbitration Claims, Class Counsel will deliver a cheque by regular mail to each Arbitration Claimant whom the Arbitrator found to be entitled to an Arbitration Award. In settling the amount of the cheque, Class Counsel will account for and deduct from each Arbitration Award the Guaranteed Payment already received by the Arbitration Claimant.

5.03 Arbitrator's Fees

The reasonable fees of the Arbitrator shall be paid directly by the Defendant and are excluded from the Settlement Amount.

5.04 Arbitration Fund

If the total amount of the Arbitration Awards exceeds the amount of the Arbitration Fund (i.e. \$122,300.00, plus the amount of any undeposited Guaranteed Payments), the Arbitration Awards will be reduced on a *pro rata* basis. If, however, the total amount of the Arbitration Awards is less than the amount of the Arbitration Fund, Class Counsel will return the surplus amount to the Defendant, in accordance with the Right of Reversion.

5.05 Undeposited Awards

If a Class Member does not cash their Arbitration Award cheque within three (3) months of mailing, Class Counsel will make reasonable efforts to follow up. If the cheque remains uncashed six (6) months after mailing, entitlement to the Arbitration Award shall lapse, and the funds will revert to the Defendant pursuant to the Right of Reversion.

ARTICLE 6 – RELEASES AND RELATED MATTERS

6.01 Exclusive Remedy

This Settlement shall be the exclusive remedy for Class Members.

6.02 Released Claims

The Class Member shall be deemed to have completely and unconditionally released, forever discharged, and acquitted the Releasees from any and all claims relating to the matters raised or which could have been raised in this proceeding:

- (a) as of the Arbitration Claim Deadline, where no Arbitration Claim is initiated by or on behalf of a Class Member, or
- (b) as of the date of the Arbitrator's decision on the Arbitration Claim, where an Arbitration Claim is initiated by or on behalf of a Class Member.

6.03 Bar Order

- (1) The Releasers shall be barred from initiating, asserting or prosecuting any claim, action, litigation, investigation, or other proceeding in any court of law or equity, arbitration, tribunal, proceeding, governmental forum, administrative forum, or any

other forum, directly, representatively, or derivatively, against any person, corporation, or entity which might claim against any of the Releasees damages and/or contribution and indemnity and/or other relief under the common law, in equity, or under any other statute for any relief whatsoever, including relief of a monetary, declaratory, or injunctive nature.

- (2) This Agreement shall operate conclusively as an estoppel in the event any such legal proceeding is brought or continued by a Releasor with respect to the matters raised or which could have been raised in this proceeding.

ARTICLE 7 – CLASS COUNSEL FEES

7.01 Defendant's Agreement

The Defendant has agreed to pay \$125,000.00 of the Settlement Amount as Administration Expenses and Legal Fees, inclusive of HST. The Defendant bears no further or other responsibility in relation to Class Counsel's legal fees.

7.02 Class Counsel's Motion

Class Counsel will, on notice to the Defendant, bring a motion for Court approval of their legal fees, concurrently with the Approval Motion. The Defendant will take no position on such motion except to confirm the \$125,000.00 of the Settlement Amount allocated to Administration Expenses and Legal Fees. If Class Counsel's motion is dismissed or if the amount allocated to Administration Expenses and Legal Fees is determined to be insufficient, this shall have no impact or effect on the validity of the remainder of this Agreement and shall not be grounds for termination of the Agreement.

7.03 No Reallocation

The amounts allocated for the Guaranteed Payment Fund and the Arbitration Fund shall be for the exclusive benefit of Class Members and shall not be reallocated to legal fees.

ARTICLE 8 – TERMINATION OF AGREEMENT

8.01 Limited Right of Termination

The Plaintiff or the Defendant may terminate this Agreement only in the event that the Court declines to grant an order substantially in the form of the Certification and Settlement Approval Order, or if such order is overturned or reversed in whole or in part on appeal.

8.02 Exercising Right of Termination

To exercise a right of termination, the terminating Party shall deliver a written notice of termination within thirty (30) days of learning the basis for the termination. Upon confirmation of receipt of such written notice, this Agreement shall be terminated, shall be null and void and have no further force or effect, and shall not be binding on the Parties.

8.03 Impact of Termination

If this Agreement is not approved by the Court, is terminated in accordance with Section 8.01, or otherwise fails to take effect for any reason:

- (a) all orders made in respect of this Agreement shall be set aside, and shall be without prejudice to any position the Parties may assert in future; and
- (b) the provisions of Section 2.06 and paragraph 5.01(5) regarding confidentiality, and any definitions applicable thereto, shall survive the

termination and continue in full force and effect. All other provisions of this Agreement and all other obligations pursuant to this Agreement shall cease immediately.

ARTICLE 9 – COURT SUPERVISION

9.01 Ability to Seek Directions

The Plaintiff or Defendant may seek directions from the Court in respect of the interpretation, implementation, and administration of this Agreement.

9.02 Dispute Resolution

If any dispute arises with respect to this Agreement, the Parties will request that the Case Management Judge resolve the dispute.

9.03 Accounting

Within such period or periods as directed by the Court and no later than six (6) months from the date when Class Counsel mails or e-transfers the Arbitration Awards, Class Counsel will provide an accounting to the Court regarding the distribution of Guaranteed Payments and Arbitration Awards, interest accrued, and any amounts being returned to the Defendant pursuant to the Right of Reversion.

ARTICLE 10 – MISCELLANEOUS

10.01 Applicable Law

This Agreement shall be governed by, and construed and interpreted in accordance with, the laws of the Province of Nova Scotia and the federal laws of Canada applicable therein.

10.02 Entire Agreement

This Agreement constitutes the entire agreement between the Parties, and supersedes all prior agreements and understandings between the Parties with respect to the subject matter of the Agreement.

10.03 Amendments

The Parties may amend this Agreement in writing, by consent, with approval of the Court.

10.04 No Admission of Liability

The Plaintiff acknowledges the Defendant's denial of liability, and this Agreement is not to be construed as an admission of any liability by the Defendant.

10.05 Benefit of Agreement

This Agreement will enure to the benefit of, and be binding upon, the Parties and all Class Members who do not opt out through the Opt-Out Process, and all of their successors and assigns.

10.06 Counterparts

The Agreement may be executed in counterparts, each of which will be deemed to be an original and all of which taken together will be deemed to constitute one and the same Agreement.

10.07 Execution

The Parties have executed this Agreement as of the date on the cover page. Each of the undersigned is fully authorized to enter into and to execute this Agreement on behalf of the Party they represent.

Signed at Halifax, Nova Scotia this 8th day of June, 2026.

CLASS COUNSEL

BY:



BASIA SOWINSKI

Valent Legal

NOVA SCOTIA HEALTH AUTHORITY

BY:



NANCY RUBIN, K.C.

Stewart McKelvey

2020

Hfx No. 502113

SUPREME COURT OF NOVA SCOTIA

BETWEEN:

CARLA MUNROE

PLAINTIFF

- and -

THE NOVA SCOTIA HEALTH AUTHORITY, a body corporate

Proceeding under the *Class Proceedings Act*, SNS 2007, c 28

DEFENDANT

CERTIFICATION AND SETTLEMENT APPROVAL ORDER

BEFORE THE HONOURABLE JUSTICE _____

THIS MOTION made by the Plaintiff, Carla Munroe, with the consent of the Defendant, for an order certifying the Action as a class proceeding for settlement purposes only and for an order approving the settlement reached between the Parties, was heard on

ON READING the pleadings and materials filed, including the Settlement Agreement, and on hearing the submissions of counsel for the Plaintiff and for the Defendant, and Class Members who filed a Notice of Objection;

IT IS HEREBY ORDERED THAT:

1. The definitions set out in the Settlement Agreement, which is attached to this Order, apply to and are incorporated into this Order.
2. The Motion to certify the Action as a class proceeding for settlement purposes is granted.
3. The Class is defined as:

All living persons who were sent letters from the Nova Scotia Health Authority between 2018 and 2020, advising that an employee of the Nova Scotia Health Authority had accessed their personal health information without a valid medical or hospital purpose, and who are members of one of the following four (4) Subclasses:

- (i) *Aberdeen Subclass;*

- (ii) *Central Zone Subclass;*
- (iii) *Valley (EMR) Subclass; and*
- (iv) *Valley (Non-EMR) Subclass.*

4. The common issues certified for settlement purposes are:
 - (a) Did the NSHA employee associated with each Subclass access the personal health information of the Class Members without authorization and without a valid medical or hospital purpose?
 - (b) If so, did the unauthorized access constitute an intrusion upon the seclusion of the Class Members in that Subclass?
 - (c) Is the Defendant vicariously liable for the conduct of the NSHA employee associated with each Subclass?
 - (d) If liability is established, are the Class Members in each Subclass entitled to damages?
5. Carla Munroe is appointed as the Representative Plaintiff for the Class.
6. The Opt-Out Deadline shall be _____, 202__.
7. The Settlement Agreement is fair, reasonable, and in the best interests of the Class; is approved pursuant to section 38 of the *Class Proceedings Act*; and shall be implemented in accordance with its terms, this Order, and any further Order(s) of the Court.
8. Class Counsel are appointed to administer the settlement and shall carry out the responsibilities assigned to them under the Settlement Agreement.
9. This Order and the Settlement Agreement are binding upon all Class Members who do not validly opt out, including those persons who are under a disability or who otherwise lack capacity.
10. The Approval Notice and the Approval Notice Plan, substantially in the form attached to the Settlement Agreement, are approved.

11. Class Counsel shall distribute the Approval Notice and implement the Approval Notice Plan in accordance with the Settlement Agreement.
12. Class Counsel's legal fees will be determined by further Order of the Court.
13. There will be no costs of this Motion.

Dated at Halifax, Nova Scotia, this _____ day of _____, 2026.

Justice Diane Rowe
Justice of the Supreme Court of Nova Scotia

If You Were Notified By the NSHA That Your Personal Health Information Was Accessed (2018-2020)

This Proposed Class Action May Affect Your Rights.

Please read this notice carefully.

The Supreme Court of Nova Scotia has authorized this notice. You are not being sued.

You are receiving this notice because you were sent a letter from the Nova Scotia Health Authority (“**NSHA**”) between 2018 and 2020 stating that an NSHA employee accessed your personal health information without a valid hospital or medical purpose. NSHA has identified you as a member of an included subclass.

As a result, you may be a Class Member in a proposed class action. If you qualify, you are automatically included and do **not** need to take any action to participate.

A settlement has been reached with NSHA regarding this proposed class action. If the settlement is approved by the Supreme Court of Nova Scotia (“**Court**”), you may be entitled to compensation.

A Court hearing to determine whether this proposed class action should be certified for settlement purposes and whether the proposed settlement is fair, reasonable, and in the best interests of the Class Members is scheduled to take place at the Law Courts in Halifax (1815 Upper Water Street) on November 13, 2026.

If the Court certifies the class action and approves the settlement, you will have the right to opt out before the settlement becomes binding on you. If you do not opt out, you will be legally bound by its terms.

A copy of the Settlement Agreement can be found on Class Counsel’s websites: <https://mdwlaw.ca/> and <http://valentlegal.ca/>. You can also request a copy by emailing info@mdwlaw.ca or calling 902-422-5881.

BASIC INFORMATION

1. Why was this notice issued?

The Plaintiff and NSHA have reached a proposed settlement. They are asking the Court to certify the Action as a class proceeding for settlement purposes, and to approve the settlement.

2. What is this lawsuit about?

The lawsuit is known as *Munroe v Nova Scotia Health Authority*, Hfx No. 502113. The Plaintiff, Carla Munroe, filed the claim on behalf of all affected individuals. NSHA is the Defendant.

The lawsuit alleges that, between 2018 and 2020, certain NSHA employees improperly accessed patients' personal health information, and that the NSHA is liable for these privacy breaches.

Each Class Member received a letter from the NSHA advising them of the incidents.

The allegations have not been proven in Court. The NSHA denies liability.

3. Why is this a class action?

In a class action, one or more individuals – called “representative plaintiffs” – bring a lawsuit on behalf of a larger group of people with similar legal claims. In this case, Carla Munroe is the proposed representative plaintiff. Every person with a similar claim is considered part of the “class” and is known as a “class member.”

4. Who is a member of the Class?

The Class includes all living persons who were sent letters from NSHA between 2018 and 2020 advising that their personal health information was accessed without a hospital or medical purpose by an NSHA employee, and who fit into one of four groups or “Subclasses” based on the employee who accessed their personal health information and based on the nature of the access:

1. The “**Aberdeen Subclass**” means the Class Members whose records were accessed by a particular employee at Aberdeen Hospital.
2. The “**Central Zone Subclass**” means the Class Members whose records were accessed by a particular employee within the Central Zone of NSHA.
3. The “**Valley (EMR) Subclass**” means the Class Members whose records, including EMR records, were accessed by a particular employee at the Valley Regional Hospital.
4. The “**Valley (Non-EMR) Subclass**” means the Class Members whose records, not including EMR records, were accessed by an employee at the Valley Regional Hospital.

If the class action is certified, Class Members will be automatically included – unless they choose to opt out. The procedure for opting out is explained in the Settlement Agreement

and will also be detailed in a future notice if the Court certifies the class action and approves the settlement.

If the class action is certified and the settlement is approved by the Court, all Class Members who do not opt out will be legally bound by its terms.

If you are unsure whether you are a Class Member, please contact Class Counsel using the details provided below.

5. Will there be a settlement?

Yes, subject to Court approval.

The NSHA has agreed to a \$500,000 all-inclusive settlement, which includes payments to Class Members as well as administration costs and Class Counsel's legal fees.

Guaranteed Payments

If the Court approves the settlement, each Class Member will be entitled to receive a Guaranteed Payment. The amount of the Guaranteed Payments will vary based on the location and nature of the access:

- **\$700** – Aberdeen Subclass
- **\$1,400** – Central Zone Subclass
- **\$1,400** – Valley (EMR) Subclass
- **\$700** – Valley (Non-EMR) Subclass

If the Court approves the settlement (and the settlement is not overturned on appeal), your Guaranteed Payment will be sent to your confirmed address. Cheques must be deposited within six months of mailing.

If the settlement is approved and you do not opt out, you will release your claims related to the access of your personal health information as described in this class action.

Arbitration Fund

Class Members seeking additional compensation due to exceptional impact can apply in writing to an independent Arbitrator, who may award up to **\$8,000** inclusive of any Guaranteed Payment. Participation in the arbitration process does not affect eligibility for the Guaranteed Payment, and higher awards are not guaranteed.

A full copy of the Settlement Agreement can be found online: <https://mdwlaw.ca/> and <http://valentlegal.ca/>.

YOUR RIGHTS AND OPTIONS

6. How do I participate in the class action?

If you meet the definition of a Class Member, you will be automatically included in the class action. You do **not** need to do anything to participate.

7. What if I disagree with the settlement?

The Court will hold a hearing on November 13, 2026, to decide whether to certify the action for settlement purposes, approve the settlement, and approve the administration expenses and the legal fees of Class Counsel. You may attend this hearing but are not required to. If the settlement is approved, payments will be made according to the settlement terms.

If you want to **object** to the settlement:

- Complete the attached Notice of Objection form (also available on <https://mdwlaw.ca/> and <http://valentlegal.ca/> or by emailing info@mdwlaw.ca) and
- Submit it to MDW Law by October 23, 2026.

Your Notice of Objection will be filed with the Court.

THE LAWYERS REPRESENTING YOU

8. Do I have a lawyer in the case?

Valent Legal and MDW Law are Class Counsel and they will represent you and all other Class Members.

You do **not** have to pay these lawyers directly. Class Counsel will only be paid if the settlement is approved and they obtain compensation for the Class. All legal fees must be approved by the Court.

For more information, please email info@mdwlaw.ca or call 902-422-5881.

NOTICE OF OBJECTION

ONLY USE THIS FORM IF YOU **DO NOT** AGREE WITH THE
SETTLEMENT

TO: MDW Law
Re: *Munroe v Nova Scotia Health Authority*
5755 Young Street
Halifax, NS B3K 1Z9

Email: info@mdwlaw.ca

RE: **Settlement in *Munroe v Nova Scotia Health Authority* (Hfx. No. 502113)**

I, _____, received a letter from the Nova Scotia Health Authority (“NSHA”) between 2018-2020 advising that my personal health information (or the personal health information of a minor of whom I am the legal guardian) was accessed without a valid medical or hospital purpose by an NSHA employee, and I have been advised that I am a member of one of the four Subclasses in this proceeding (meaning the Aberdeen Subclass, the Central Zone Subclass, the Valley (EMR) Subclass, or the Valley (Non-EMR) Subclass).

I understand that a settlement has been reached and that the Supreme Court of Nova Scotia (“**Court**”) will hold a hearing about whether to certify the class action for settlement purposes and approve the settlement (“**Approval Hearing**”) at the Law Courts in Halifax on November 13, 2026.

I object to the terms of settlement for the reasons below. I acknowledge that I am required to complete and deliver this Notice of Objection to MDW Law by mail, courier, or email by no later than October 23, 2026.

I object for the following reasons (*please attach extra pages if you require more space*):

☐ I **DO NOT** intend to appear at the Approval Hearing, and I understand that my objection will be filed with the Court beforehand.

☐ I **DO** intend to appear, in person or by counsel, and I would like to make submissions at the Approval Hearing if the Court allows me to do so.

MY ADDRESS FOR SERVICE IS:

Name:

Address:

Tel.:

Fax:

Email:

**MY LAWYER'S ADDRESS FOR SERVICE IS
(if applicable):**

Name:

Address:

Tel.:

Fax:

Email:

Date: _____

Signature:_____

If You Were Notified by the NSHA that Your Personal Health Information Was Accessed (2018-2020)

A Class Action Settlement May Affect You. Please Read Carefully.

The Supreme Court of Nova Scotia has authorized this notice. You are not being sued.

You are receiving this notice because you were sent a letter from the Nova Scotia Health Authority (“NSHA”) between 2018 and 2020 stating that an NSHA employee accessed your personal health information without a valid hospital or medical purpose. NSHA has identified you as a member of an included subclass in *Munroe v Nova Scotia Health Authority*, Hfx No. 502113, which has been certified as a class proceeding.

The Supreme Court of Nova Scotia has now approved a Settlement of this proceeding.

A copy of the Settlement Agreement, and the Court Order approving the Settlement, can be found on the following website: [\[insert website\]](#). You can also request these documents by emailing info@mdwlaw.ca or calling 902-422-5881.

WHO IS INCLUDED?

To be eligible for a payment, you must be a Class Member and you must not opt out. The Settlement organizes Class Members into “Subclasses” based on the hospital where their personal health information was accessed and based on the nature of the access. The Class is defined as follows:

all living persons who were sent letters from the Nova Scotia Health Authority between 2018 and 2020, advising that an employee of the Nova Scotia Health Authority had accessed their personal health information without a valid medical or hospital purpose, and includes the following four (4) subclasses:

- (i) *Aberdeen Subclass;*
- (ii) *Central Zone Subclass;*
- (iii) *Valley (EMR) Subclass; and*
- (iv) *Valley (Non-EMR) Subclass.*

The terms of the Settlement are binding on all Class Members, except those who opt out.

If you wish to opt out, you must do so by completing an Opt-Out Form and returning it to MDW Law by no later than **DATE.**

WHAT DOES THE SETTLEMENT PROVIDE?

The Settlement provides:

- Guaranteed Payments to all Class Members who do not submit a completed Opt-Out Form by the Opt-Out Deadline.
- The option to participate in Arbitration, for Class Members seeking additional compensation due to exceptional impact.
- Payment of Administration Expenses and Legal Fees to Class Counsel.

WHAT KIND OF PAYMENT AM I ELIGIBLE FOR?

Guaranteed Payment

Each Class Member who does not opt out is entitled to receive a Guaranteed Payment. The amount of the Guaranteed Payments varies based on the location and nature of the access:

- \$700 – Aberdeen Subclass
- \$1,400 – Central Zone Subclass
- \$1,400 – Valley (EMR) Subclass
- \$700 – Valley (Non-EMR) Subclass

Within 45 days of the Effective Date, Class Counsel will distribute the Guaranteed Payments by mailing cheques to Class Members who have not opted out. The Effective Date will be the day after all appeal rights have expired or all appeals have been determined, and it will be posted on the Valent Legal website.

Cheques must be deposited within 6 months of mailing.

Please see the Settlement Agreement for more details about Guaranteed Payments.

Arbitration Option

A Class Member who believes they have experienced unique and additional harm, beyond what is compensated for by the Guaranteed Payment, may submit an Arbitration Claim Form to Class Counsel within 60 days after Class Counsel mails the Guaranteed Payment cheques. The Arbitration Claim Form, and the deadline for submitting an Arbitration Claim Form, will be posted on the Valent Legal website.

An independent Arbitrator will decide all Arbitration Claims. This is a paper-based process, without an in-person hearing. The Arbitrator has the sole discretion to decide whether to issue an additional amount to a Class Member, up to a maximum of \$8,000 (inclusive of the Guaranteed Payment).

Please see the Settlement Agreement for more details about Arbitration Claims.

WHAT ARE MY LEGAL RIGHTS AND OPTIONS?

1. **Do Nothing:** If you do nothing, you will be bound by the Settlement, and you will receive a Guaranteed Payment at the address on file, provided you do not opt out.

2. **Submit an Arbitration Claim:** If you believe you have experienced unique and additional harm beyond what is compensated for by the Guaranteed Payment, you may submit an Arbitration Claim Form, which will be posted on the Valent Legal website. The deadline for submitting an Arbitration Claim Form will be posted on the Valent Legal website.
3. **Opt Out:** If you don't want to be bound by the settlement, you must file an Opt-Out Form. See below.

WHAT IF I WANT TO OPT OUT OF THE SETTLEMENT?

If you do not want to be a part of this class action, you must remove yourself or "opt out". If you do not opt out, you will release your claims against NSHA relating to the access to your personal health information as described in this class action.

By opting out:

- You will not be eligible to receive any compensation under the Settlement.
- You may pursue your own individual legal claim against NSHA, but you'll need to do so at your own expense and with your own lawyer.

Class Members who do not opt out cannot later advance individual claims related to the same allegations as those in this class action.

To opt out:

- Complete the attached Opt-Out Form (also available on Class Counsel's website)
- Send the completed Opt-Out Form to Class Counsel by email, mail, or courier by no later than **[DATE]**:

MDW Law
Re: Munroe v Nova Scotia Health Authority
5755 Young Street
Halifax, NS B3K 1Z9
Email: info@mdwlaw.ca

If you are unsure whether opting out is right for you, contact Class Counsel or your own lawyer. You may reach Class Counsel at: info@mdwlaw.ca or 902-422-5881.

WHAT IF I STILL HAVE QUESTIONS?

If you have any questions or require further details about the Settlement, please:

- Visit **[insert website]**
- Email info@mdwlaw.ca
- Call **902-422-5881**

APPENDIX E – OPT-OUT FORM

OPT-OUT FORM

BY MAIL OR COURIER TO:

MDW Law
5755 Young Street
Halifax, NS B3K 1Z9

OR BY EMAIL TO: info@mdwlaw.ca

This is NOT a claim form.

Completing this Opt-Out Form will EXCLUDE you from receiving any compensation arising out of the Settlement of this class proceeding.

If you DO want to participate in this proceeding and be eligible to receive payment under the Settlement, do NOT fill out this Form.

I understand that the Supreme Court of Nova Scotia has approved a Settlement in the Action of *Carla Munroe v Nova Scotia Health Authority*, with Court file number Hfx No. 502113, and has certified the Action as a class proceeding for settlement purposes.

I choose to opt out.

I understand that by opting out of this class proceeding, I am confirming that I do not wish to participate in this class proceeding or the Settlement and will not be entitled to share in any money from the Settlement or obtain any other legal benefits from the Settlement.

I confirm that if I opt out, and if I wish to make a claim against NSHA, I will be responsible to hire my own counsel, at my own expense, and pursue the claim on my own.

I understand that any individual claim I may have against NSHA must be commenced within a specified limitation period or it will be legally barred. I understand that the running of the limitation period has been suspended from the time the class proceeding was filed. The limitation period will resume running against me if I opt out of this class proceeding. I understand that by opting out, I take full responsibility for the resumption of the running of any relevant limitation period and for taking all necessary legal steps to protect any claim I may have.

**This Opt-Out Form must be delivered on or before the
Opt-Out Deadline of _____, 202_
to be effective.**

Dated: _____

Signature

Print Name

Address

City, Province, Postal Code

Telephone

Email

ARBITRATION CLAIM FORM

Settlement of *Munroe v Nova Scotia Health Authority* (Hfx No. 502113)

The deadline to submit an Arbitration Claim is **DATE**. You must use this form to submit an Arbitration Claim.

If you need help completing this form, or have any questions, call Class Counsel at: 902-422-5881.

More information about Arbitration can be found in the Settlement Agreement, which is posted on Class Counsel's website: **[insert website]**. You can also request a copy of the Settlement Agreement by emailing info@mdwlaw.ca or calling 902-422-5881.

PART 1: Arbitration Claim

Only fill out this Form if you are making an Arbitration Claim for an additional payment from the Arbitration Fund.

The Arbitration Fund is for Class Members who feel they have suffered additional harm, unique to their situation, beyond that compensated for by the Guaranteed Payment.

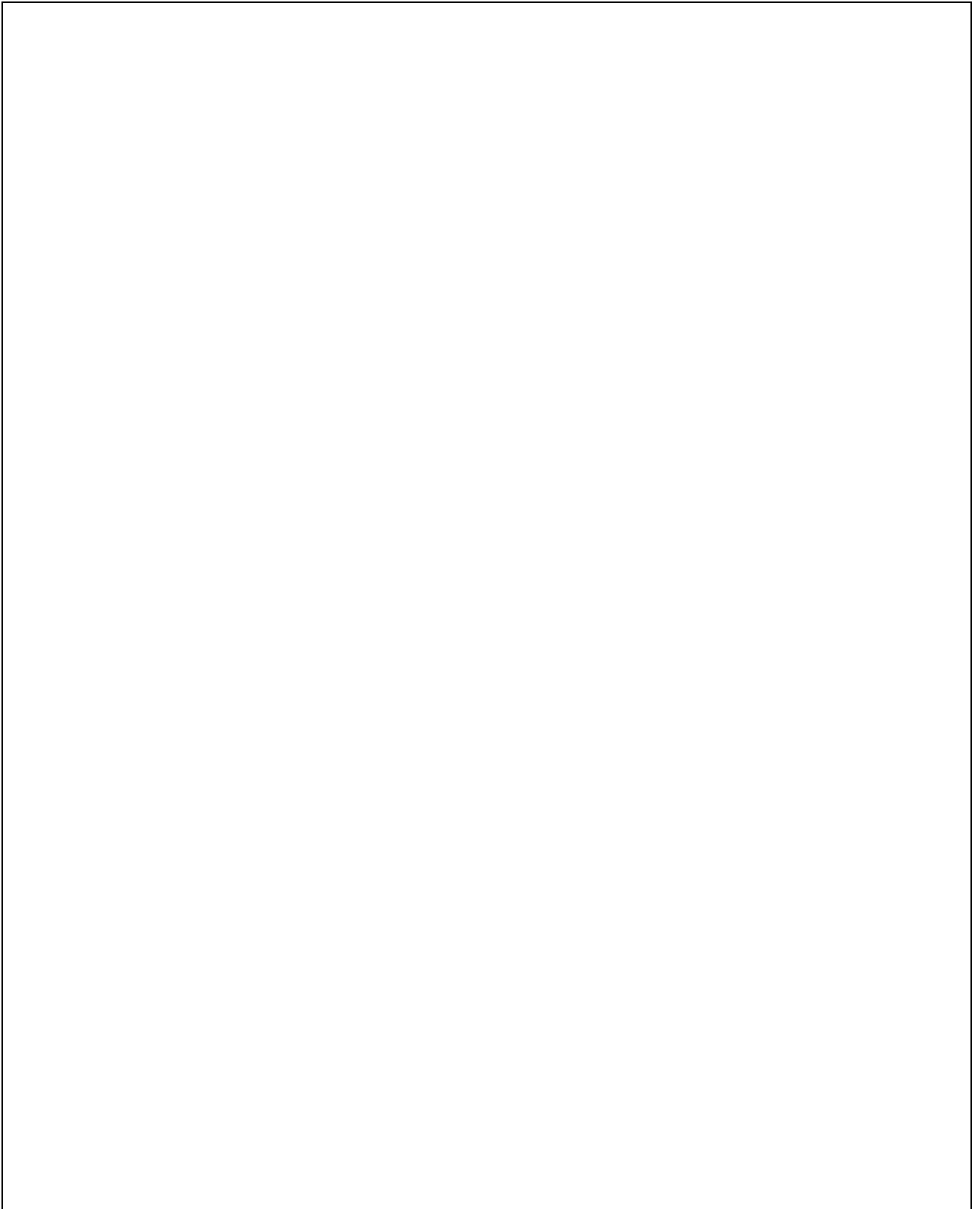
Arbitration Fund Claims will be determined by an independent Arbitrator. Arbitration Claim Forms and supporting documents must be submitted to Class Counsel and will be provided to the Arbitrator and counsel for NSHA. The information will be kept confidential.

In the space below, please describe any additional or unique harm you have suffered as a result of your personal health information being accessed by an employee of NSHA without a proper medical or hospital purpose. This may include factors like:

- the nature of the personal health information at issue;
- your relationship to the employee who accessed your personal health information;
- the effect the access had on you, whether personally, professionally, financially, or otherwise; and/or
- any distress, annoyance, or public embarrassment you experienced.

If you have any documents or records that can help the Arbitrator understand the harms you suffered, please attach copies.

If you need more space than that provided below, please provide your answer on a separate paper and attach it to this claim.



Did you suffer out-of-pocket financial loss as a result of the access of your personal health information?	Yes ☐	No ☐
If yes, please specify the amount of your loss and explain how it was caused by the inappropriate access of your personal health information. You may attach documents to show proof of financial loss (such as pay stubs, employment records, etc.). If you need more space than that provided below, please provide your answer on a separate paper and attach it to this claim.		

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PART 2: Declaration

I declare under penalty of perjury that the information provided in and attached to this Form is true and correct to the best of my knowledge, information, and belief.

I hereby consent to the disclosure of the information contained herein, and any information attached, to the extent necessary to process this claim for an Arbitration Award. I hereby authorize Class Counsel to contact me as required in order to administer the claim.

Signature of Claimant:

Signature of Witness:

Date:

Date:

PART 3: Submit Your Arbitration Claim

All Arbitration Claim Forms, together with any attachments, **must** be sent to the address below no later than **DATE**.

You may email, fax, or mail your Form to Class Counsel at the following addresses:

Mail: 5755 Young Street, Halifax, NS B3K 1Z9

Fax: 902-422-5881

Email: info@mdwlaw.ca

If you fail to submit this Arbitration Claim Form to Class Counsel by the deadline, you will **not** receive any compensation from this Settlement beyond the Guaranteed Payment.

Do **not** send this Form to the Court.