2020 Hfx No. 498480

SUPREME COURT OF NOVA SCOTIA

BETWEEN:

ANDREA PAUL

PLAINTIFF

and

ROBERT MILLER and **SHARON CLARKE**

DEFENDANTS

SETTLEMENT AGREEMENT

WHEREAS the Plaintiff brought this class action (the "**Action**") under the *Class Proceedings Act,* S.N.S. 2007, c. 28;

AND WHEREAS the Action was certified as a class proceeding on February 7, 2024;

AND WHEREAS counsel for the Parties to this Settlement Agreement have conducted a thorough analysis of the Plaintiff's claims, and they have taken into account the extensive burdens and expense of litigation, including the risks associated with trial;

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

AND WHEREAS the Plaintiff and Class Counsel have concluded that this Settlement Agreement provides substantial benefits to the Class Members and is fair, reasonable and in the best interests of the Class Members;

NOW THEREFORE the Parties to this Settlement Agreement agree to settle all matters related to the Action on the following terms and conditions:

Definitions

1. For the purposes of this Settlement Agreement and attached Schedules (hereinafter collectively the "**Settlement Agreement**"), the definitions in the Second Amended Notice of Action and Statement of Claim apply, in addition to the following:

(a) **"Action"** means the class proceeding, including all amendments thereto, commenced by Andrea Paul in the Supreme Court of Nova Scotia against Robert Miller and Sharon Clarke, having Court File Hfx No. 498480, and certified as a class proceeding by the Certification Order;

(b) **"Administration Costs"** means all costs to administer and distribute the Settlement Fund including the costs and professional fees of Class Counsel, the costs of implementing the Notice Plan, and the cost of dissemination of Notice of Settlement Approval Hearing and Notice of Settlement Approval, and all taxes applicable thereto;

(c) **"Approval Hearing"** or **"Settlement Approval Hearing"** means the Court hearing to approve the Settlement of the Action;

(d) **"Approval Order"** means the order of the Court approving the Settlement;

(e) **"Certification Order"** means the order of Justice Patrick J. Duncan issued February 4, 2024;

(f) **"Class", "Class Member"** or **"Class Members"** have the meaning set out in the Certification Order.

(g) **"Class Counsel"** means McKiggan Hebert Lawyers;

(h) **"Compensation Protocol"** means the rules and procedures governing the submission, review, and determination of Applications and the distribution of compensation to Claimants, attached to this Settlement Agreement as Schedule "A";

(i) **"Counsel Fees"** means the fees, disbursements and all applicable taxes awarded to Class Counsel as determined and approved by the Court at the Approval Hearing pursuant to s. 41(2) of the *Class Proceedings Act,* S.N.S. 2007, c. 28;

(j) **"Court"** means the Supreme Court of Nova Scotia;

(k) **"Court Approval Date"** means the date on which the Court issues the Approval Order;

(l) **"Implementation Date"** means the latest of:

(i) The day following the last day on which a Class Member may appeal or seek leave to appeal the Approval Order; and

(ii) The date of the final determination of any appeal brought in relation to the Approval Order.

(m) "**Notice Costs**" means the costs of disseminating Phase I Notice and Phase II Notice;

(n) **"Notice of Approval Hearing"** or **"Phase I Notice"** means the Court-approved notice to the Class Members of the Approval Hearing;

(o) **"Notice of Settlement Approval"** or **"Phase II Notice"** means the Court-approved notice to the Class Members advising that the Court has approved the Settlement and advising of the Claims Process;

(p) **"Objection Deadline**" means the deadline, to be prior to the Approval Hearing and to be agreed upon by the Parties and approved by the Court, for Class Members to object to the Settlement;

(q) **"Party"** or **"Parties"** means one or any of the Plaintiff and the Defendants;

(r) **"Phase 1 Notice Plan"** means the plan to disseminate Phase I Notice;

(s) **"Phase 2 Notice Plan"** means the plan to disseminate Phase II Notice;

(t) **"Releasees"** means individually and collectively Robert Miller and Sharon Clarke, and their respective heirs, successors, executors and assigns;

(u) **"Settlement"** or **"Settlement Agreement**" or **"Agreement"** means this Agreement, as executed by the Parties or their representatives, including the attached Schedules;

(v) **"Settlement Funds"** means the sum of $400,000 which the Defendant has agreed to pay to settle the Action, inclusive of compensation for Class Members, interest, costs, Counsel Fees, and Administration Costs; and

Settlement Funds

2. The Settlement Funds consist of $400,000.

3. The Settlement Funds will be used to pay the Compensation to Class Members, Administration Costs, Counsel Fees, and all applicable taxes in accordance with this Settlement Agreement in full and final settlement of the Action.

4. For greater clarity, the maximum amount that the Defendants shall pay under this Agreement is $400,000.

5. The Defendant shall, within thirty (30) days of the Court Approval Date, transfer the Settlement Funds to Class Counsel in trust to be held in Class Counsel's general trust account.

6. The Settlement Funds shall be paid out as follows:

   (a) Payments shall be made, to satisfy the Counsel Fees and applicable taxes in the amount approved by the Court;

   (b) Payments shall be made, to pay Administration Costs plus applicable taxes, as approved by the Court, to the extent such costs are not paid as Counsel Fees;

   (c) Payments shall be made to pay compensation to Class members in accordance with the Compensation Protocol;

Principles Governing the Compensation Protocol

7. Compensation to be paid to Class Members will be paid according to the Compensation Protocol, attached as Schedule "A" hereto.

Communications

8. The Parties agree that when commenting publicly on the Action or this Settlement, they shall:

   (a) Inform the inquirer that the Action has been settled to the satisfaction of all Parties;

   (b) Inform the inquirer that it is the view of the Parties that the Settlement of the Action is fair, reasonable and in the best interests of the Class; and

(c) Decline to comment in a manner that casts the conduct of any Party in in this litigation in a negative light or reveals anything said during the settlement negotiations.

Court Approval

9. As soon as practicable after execution of this Settlement Agreement, the parties shall advise the Court, and seek Court approval of the form, content, and plan for the dissemination of Phase I Notice.

10. In conjunction with the development of the Phase I Notice Plan, the parties shall negotiate the Objection Deadline, for which Court approval will be sought at the time that approval for the Phase I Notice Plan is sought.

11. The parties agree to file motion materials, as necessary, with respect to the Approval Hearing and counsel shall act reasonably and in good faith on the content of such motion materials.

12. Class Counsel shall bring a motion for Court approval of its requested Counsel Fees and reimbursement of disbursements and all applicable taxes in conjunction with the Approval Hearing.

13. The Defendant shall take no position on the quantum of Counsel Fees sought by Class Counsel.

Release

14. As at the Court Approval Date, each Class Member who has not opted out, their heirs, executors, administrators, successors and assigns whether or not he or she receives compensation in accordance with the Compensation Protocol, will be deemed by this Settlement Agreement to have completely and unconditionally released, remised, and forever discharged the Releasees and their estates, employees, agents, successors, heirs, and assigns, 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 pleaded in the Second Amended Statement of Claim in the Action.

15. As at the Court Approval Date, each Class Member who has not opted out will be forever barred and enjoined from commencing, instituting, or prosecuting any

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, asserting against the Releasees, or any of them, any claims related directly or indirectly to facts and allegations pleaded in the Second Amended Statement of Claim in the Action.

16. As at the Court Approval Date, each Class Member who has not opted out will be forever barred and enjoined from commencing, instituting, or prosecuting any 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 or entity that could or does result in a claim over against the Releasees, or any of them, for contribution and/or indemnity at common law, or equity. It is understood and agreed that if such Class Member commences such an action or takes such proceedings, and the Releasees, or any of them, are added to such proceeding in any manner whatsoever, whether justified in law or not, such Class Member will immediately discontinue the proceedings and claims or otherwise narrow the proceedings and claims to exclude the several liability of the Releasees and will indemnify and save harmless the Releasees from any such claim.

17. This Settlement Agreement shall operate conclusively as an estoppel in the event of any claim, action, complaint, or proceeding which might be brought in the future by such Class Member with respect to the matters covered herein. This Settlement 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 Class Member in any subsequent action that the parties in the subsequent action were not privy to the formation of this Settlement Agreement.

No Admission, No Use

18. This Settlement Agreement, whether or not approved by the Court, and any proceeding taken pursuant to this Settlement Agreement are for settlement purposes only. Neither the fact of, nor any provision contained in this Settlement Agreement or the schedules hereto, 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, government action, administrative forum, 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 Settlement Agreement. For greater clarity, the Defendants deny any and all liability whatsoever. This Settlement is agreed to with an express denial of liability.

Termination

19. This Settlement Agreement shall, without notice, be automatically terminated if the Court does not approve this Settlement Agreement. In the event of termination, this Settlement Agreement shall have no force or effect, save and except for this section and section 18, which shall survive termination.

General

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

21. This Settlement 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.

22. This Settlement Agreement may be signed (including electronic signatures) by the Parties in counterpart, and delivered electronically, which shall have the same effect and enforceability as a single executed document.

IN WITNESS WHEREOF, each of the Parties has caused this Settlement Agreement to be executed on his/her/their behalf by his/her/their duly authorized counsel of record, effective as of September 24, 2026.

McKIGGAN HEBERT LAWYERS

Sept 24/26
Date

Counsel for the Plaintiff and the Class

COX & PALMER

Sept. 25, 2026
Date

Counsel for the Defendants, Robert Miller and Sharon Clarke

SCHEDULE "A" – COMPENSATION PROTOCOL

1. Capitalized words in this Compensation Protocol shall have the meaning ascribed thereto in the Settlement Agreement.

2. After paying Counsel Fees and Administration Costs, if any, the balance of the Settlement Funds shall be distributed pro-rata to Class Members who were alive on the Court Approval Date.

3. Class Counsel shall make payments directly to Class Members who are on the list of Class Members available to Class Counsel. Class Counsel will obtain a receipt signed by the Class Member at the time payment is made to the Class Member.