SUPREME COURT
OF NOVA SCOTIA
NOV 16 2026
HALIFAX, N.S.

2020 Hfx No. 498480

**SUPREME COURT OF NOVA SCOTIA**

BETWEEN:

**ANDREA PAUL**

PLAINTIFF

and

**ROBERT MILLER** and **SHARON CLARKE**

DEFENDANTS

**ORDER**
**(SETTLEMENT APPROVAL)**

Sgd.
PJD, J.

**BEFORE THE HONORABLE JUSTICE PATRICK J. DUNCAN CHAMBERS**

**UPON THE MOTION** of the Plaintiff for an Order approving a settlement reached by the parties (the "**Settlement**") as set out in a settlement agreement dated September 24, 2026 (the "**Settlement Agreement**") and for an Order approving fees and disbursements of Class Counsel;

**AND UPON READING** the Notice of Motion, the Affidavit of the Plaintiff, Andrea Paul and the Affidavit of Class Counsel, Brian Hebert;

**AND UPON HEARING** Brian Hebert on behalf of the Plaintiff and the Class, and Harry Thurlow, K.C. and Sarah Dobson, on behalf of the Defendants;

**AND WHEREAS** this action was certified as a class proceeding by way of an Order dated February 7, 2024;

**AND WHEREAS** the parties have now reached a proposed settlement which provides for a settlement fund and claims process;

**IT IS HEREBY ORDERED, DECLARED AND ADJUDGED THAT:**

1. For the purposes of this Order:

   (a) "**Action**" means this proceeding;

(b) "**Approval Order**" means this order approving the Settlement Agreement and providing for the dismissal of this Action;

(c) "**Settlement Agreement**" means the executed settlement agreement between the parties dated September 24, 2026, attached hereto as Schedule "A"; and

(d) Other capitalized terms shall for the purposes of this Approval Order have the meaning given in the Settlement Agreement.

2. The Settlement Agreement is fair, reasonable and in the best interests of the Plaintiff and the Class Members.

3. The Settlement Agreement be and is hereby approved and shall be implemented in accordance with its terms, this Approval Order and further orders of this Court.

4. The long form notice attached hereto as Schedule "B" (the "**Long Form Notice**") is hereby approved.

5. The short form notice attached hereto as Schedule "C" (the "**Short Form Notice**") is hereby approved.

6. The plan for dissemination of notice of this Approval Order and of the Claims Process attached hereto as Schedule "D" (the "**Phase II Notice Plan**") is hereby approved.

7. Class Counsel may make such non-material changes to the Long Form Notice, the Short Form Notice, and the Phase II Notice Plan, as are desirable and necessary, upon receipt of the consent of the Defendants.

8. The notice stipulated at paragraphs 4, 5 and 6 of this Order satisfies the requirements of the ***Class Proceedings Act, 2007*** and shall constitute good and sufficient service upon Class Members of notice of this Approval Order and approval of the settlement of this Action.

9. The distribution of notice as contemplated in the Phase II Notice Plan shall commence within five (5) days of the Implementation Date.

10. The Plaintiff and all Class Members who have not validly opted out of the Settlement Agreement shall be deemed to have granted the releases and indemnities, and shall be subject to the bars, provided for in sections 14, 15, 16 and 17 of the Settlement Agreement.

11. This Action is hereby dismissed without costs and with prejudice with respect to all claims asserted by or on behalf of each Class Member who has not validly opted out of the Settlement Agreement and this Action, and such dismissal shall be a defence to any subsequent action in respect of the subject matter hereof.

12. Legal fees in the amount of $114,630.96 plus HST in the amount of $16,048.33 for a total of $130,679.29 are hereby approved and shall be payable to Class Counsel out of the Settlement Funds.

13. Disbursements in the amount of $19,896.79 (inclusive of HST) are hereby approved and shall be payable to Class Counsel out of the Settlement Funds, in addition to the legal fees approved herein.

14. This Approval Order and the Settlement Agreement are binding upon all Class Members except any persons who have validly opted out.

15. In the event of a conflict between this Order and the terms of the Settlement Agreement, this Order shall prevail.

**Issued** this 16 day of November, 2026.

Prothonotary

SHAREE THOMPSON-STARKEY
Deputy Prothonotary

Consented to as to form and substance:

Brian J. Hebert
COUNSEL FOR THE PLAINTIFF

Harry Thurlow, K.C.
COUNSEL FOR THE DEFENDANTS

IN THE SUPREME COURT
COUNTY OF HALIFAX, N.S.
I hereby certify that the foregoing document, identified by the seal of the court, is a true copy of the original document on the file herein.

NOV 16 2026

Deputy Prothonotary

SHAREE THOMPSON-STARKEY
Deputy Prothonotary

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.

SCHEDULE "B"

## PICTOU LANDING FIRST NATION MRI CLASS ACTION

# NOTICE OF SETTLEMENT APPROVAL (LONG FORM)

**As a member of the Pictou Landing First Nation, while participating in the Canadian Alliance for Healthy Hearts and Minds Study in 2017 and 2018 did you undergo additional MRI scans without your knowledge or consent as part of a research study conducted by Dr. Robert Miller and Dr. Sharon Clarke?**

**If yes, please read this notice carefully. Your rights may be affected even if you take no action.**

This notice is for all Class Members in the Pictou Landing First Nation MRI Class Action. You can claim money in a Settlement that was approved in a lawsuit against Dr. Robet Miller and Dr. Sharon Clarke (the "**Defendants**").

In 2017 and 2018 while participating in the Canadian Alliance for Healthy Hearts and Minds Study members of the Pictou Landing First Nation underwent additional MRI scans as part of a separate study conducted by Dr. Robert Miller and Dr. Sharon Clarke.

The lawsuit alleges that taking additional MRI scans without the knowledge and consent of the participants amounted in law the torts of inclusion upon seclusion/invasion of privacy, unlawful imprisonment, assault and battery and negligence, as well as breach of fiduciary duty, breach of trust, and breach of contract.

The Defendants agreed to settle the claims in the class action and to compensate Class Members. The settlement was approved by the Nova Scotia Supreme Court on November 13, 2026, by consent.

The following individuals can make a claim in the Settlement:

> All members of Pictou Landing First Nation who were subjected to magnetic resonance imaging (MRI) scans as part of a research study undertaken by the Defendants, Robert Miller and Sharon Clarke, involving one or more of the following sequences of the liver of Indigenous subjects in 2017 and 2018: MRI elastography, dual-echo gradient echo and IDEAL IQ sequences.

**Settlement Benefits**

There is a Settlement Fund of $400,00 available to pay eligible Class Members as well as Class Counsel Fees and Disbursements in the amount approved by the Court.

## WHAT THIS NOTICE CONTAINS


1. Why am I receiving this notice?
2. What is a class action?
3. What is the class action about?
4. Who is included in the Settlement?
5. What does the Settlement provide?
6. How do I receive payment?
7. Who are the lawyers for the class?
8. How are the class action lawyers paid?

9. If I received money as part of a settlement with the IWK in 2019, can I still receive compensation in this Class Action?
10. How do I get more information?

## 1. WHY AM I RECEIVING THIS NOTICE?

You received this Notice for one of three reasons:

1. First, you are on the list of Class Members maintained by the law firm representing the Class.

2. Second, someone you know sent you this information because they believe that this Settlement will impact your rights.

3. Third, you found this Notice on a web site or in the foyer of the Pictou Landing First Nation Administration Building.

Please read the entire Notice carefully as your legal rights will be affected, even if you do nothing. You might have already received notice about the Settlement Approval Hearing which was held on November 13, 2026. However, this notice is to update you on the Settlement's approval by the Court and to let you know how to make a Claim and the deadline for doing so.

## 2. WHAT IS A CLASS ACTION?

A class action is a lawsuit which provides a method for a large group of people with common claims to jointly advance one large claim. Class actions are a means through which a large group of individuals can obtain compensation for harms committed against them.

The individuals included in a class action are called Class Members. Unless they exclude themselves by opting out, Class Members are included in the lawsuit and decisions made in the class action are legally binding on them.

## 3. WHAT IS THIS CLASS ACTION ABOUT?

This class action, *Andrea Paul v. Robert Miller and Sharon Clarke* (Hfx No. 498480), was brought to claim compensation for members of Pictou Landing First Nation who while participating in the Canadian Alliance for Healthy Hearts and Minds Study in 2017 and 2018 underwent additional MRI scans as part of a separate study conducted by Dr. Robert Miller and Dr. Sharon Clarke.

This Class Action alleges that the MRI scans were taken without Class Members knowledge or consent.

The Court certified this action as a class proceeding on February 7, 2024, with the consent of the Defendants.

## 4. WHO IS INCLUDED IN THE PROPOSED SETTLEMENT?

The Class in this Class Action are those members of Pictou Landing First Nation who were subjected to magnetic resonance imaging (MRI) scans as part of a research study undertaken by the Defendants, Robert Miller and Sharon Clarke, involving one or more of the following sequences of the liver of Indigenous subjects in 2017 and 2018: MRI elastography, dual-echo gradient echo and IDEAL IQ sequences.

## 5. WHAT DOES THE PROPOSED SETTLEMENT PROVIDE?

The Defendants will pay **$400,000** to resolve the class action.

The amount to be paid by the Defendants is all-inclusive. It will be used to pay compensation to Class Members on a pro-rata basis as well as Class Counsel Fees and Disbursements.

Funds will be paid to Class Counsel who will pay Class Members directly.

You can find a copy of the Settlement Agreement setting out the terms of the Settlement on the class action website: https://www.apmlawyers.com/mri

## 6. HOW DO I RECEIVE PAYMENT?

The claims process for compensation starts on _____.

You will need to contact Class Counsel to arrange for payment.

For more information on how compensation will be paid you can find a copy of the Compensation Protocol, which is attached as Schedule "A" to the Settlement Agreement, on the class action website: https://www.apmlawyers.com/mri.

## 7. WHO ARE THE LAWYERS FOR THE CLASS?

Class Counsel in this class action are:

McKiggan Hebert Lawyers
Suite 502
959 Upper Water Street
Halifax, NS B3J 3N2
Email: info@mckigganhebert.com
Phone: 1-977-423-2050 or 902-423-2050

You will not be charged for contacting these lawyers with questions about the proposed Settlement. If you want to be represented by your own lawyer, you may hire one at your own expense.

## 8. HOW ARE THE LAWYERS PAID?

No part of the Class Counsel legal fees will be paid by Class Members. Instead, the Court approved payment of Class Counsel legal fees in the amount of $114,630.96 plus HST of $16,048.33 and Disbursements (out-of-pocket expenses) of 19,896.79 inclusive of HST. The Court determined that these amounts were fair and reasonable. These amounts will be deducted from the Settlement Fund.

## 9. WHAT IF I DO NOT WANT TO PARTICIPATE IN THE CLASS ACTION?

The deadline for opting out of the Class Action was April 30, 2024. The deadline has now passed. You can no longer opt out of the Class Action. As a Class Member you are bound by the Settlement Agreement and the order approving the Settlement.

## 10. IF I RECEIVED MONEY AS PART OF A SETTLEMENT WITH THE IWK IN 2019 CAN I STILL RECEIVE COMPENSATION IN THIS CLASS ACTION?

Yes. This Class Action is against Dr. Robert Miller and Dr. Sharon Clarke only for their several liability. If you received money from the IWK, you are still entitled to receive your share of the Settlement Funds.

## 11. HOW DO I GET MORE INFORMATION?

For more information about the proposed Settlement, please visit the Class Action website at: https://www.apmlawyers.com/mri.

You may also contact Class Counsel at 1-877-423-2050 or 902-423-2050 or info@mckigganhebert.com, or by mail at: McKiggan Hebert Lawyers, 502-1959 Upper Water Street, Halifax, NS B3J 3N2.

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

SCHEDULE "C"

# NOTICE OF SETTLEMENT APPROVAL (SHORT FORM)

## PICTOU LANDING FIRST NATION MRI CLASS ACTION

**As a member of the Pictou Landing First Nation, while participating in the Canadian Alliance for Healthy Hearts and Minds Study in 2017 and 2018 did you undergo additional MRI scans without your knowledge or consent as part of a research study conducted by Dr. Robert Miller and Dr. Sharon Clarke? If yes, please read this notice carefully because it affects your legal rights.**

This notice is to inform class members in the Pictou Landing First Nation MRI class action that you will be able to claim money in a class action settlement.

### WHAT IS THIS CASE ABOUT?

This lawsuit alleges that some members of Pictou Landing First Nation who were participating in the Canadian Alliance for Healthy Hearts and Minds Study in 2017 and 2018 underwent additional MRI scans as part of a separate study conducted by Dr. Robert Miller and Dr. Sharon Clarke, which participants were unaware of and did not consent to.

The Defendants deny the allegations. The Court did not decide who was right. The parties reached a voluntary settlement. The Court approved the settlement on November 13, 2026.

### WHAT IS THE SETTLEMENT?

There is a Settlement Fund of $400,000 available to pay Class Members and Court approved legal fees and disbursements.

Class members will receive a pro rata share of the Settlement Funds after deducting approved legal fees and disbursements. You can read more about the Settlement at https://www.apmlawyers.com/mri/.

### WHO IS ELIGIBLE FOR COMPENSATION?

You may be eligible for compensation if you are a member of the Class which is defined as:

Those members of Pictou Landing First Nation who were subjected to magnetic resonance imaging (MRI) scans as part of a research study undertaken by the Defendants, Robert Miller and Sharon Clarke, involving one or more of the following sequences of the liver of Indigenous subjects in 2017 and 2018: MRI elastography, dual-echo gradient echo and IDEAL IQ sequences.

### HOW DO I MAKE A CLAIM

The period for submitting a Claim Form starts on _____, 2026. After that date, you can make a Claim by contacting Class Counsel online, by mail, or by email.

### WHO REPRESENTS THE CLASS?

The Court has appointed McKiggan Hebert Lawyers to represent the class as "Class Counsel". You do not have to pay any additional fees to Class Counsel. The Court has approved payment of their legal fees and disbursements from the Settlement.

### CONTACTING CLASS COUNSEL

For a copy of the proposed Settlement or to submit a claim, or for any other information, contact Class Counsel at 1-877-423-2050 or 902-423-2050 or by email at info@mckigganhebert.com, or by mail at:

McKiggan Hebert Lawyers
Suite 502, 1959 Upper Water Street
Halifax, Nova Scotia B3J 3N2

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### FOR MORE INFORMATION

For more information about the approved Settlement, you may visit the class action website at: https://www.apmlawyers.com/mri/.

You may also contact Class Counsel at the contact information below. There is no cost for speaking with Class Counsel about the class action or the Settlement.

McKiggan Hebert Lawyers
Suite 502, 1959 Upper Water Street
Halifax, NS B3J 3N2
Email: info@mckigganhebert.com
Phone: 1-877-423-2050/902-423-2050

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

SCHEDULE "D"

2020 Hfx No. 498480

**SUPREME COURT OF NOVA SCOTIA**

BETWEEN:

**ANDREA PAUL**

PLAINTIFF

and

**ROBERT MILLER** and **SHARON CLARKE**

DEFENDANTS

**PHASE II NOTICE PLAN**
**(Notice of Settlement Approval)**

1. Notice to Class Members of the settlement approval (the "**Phase II Notice**") consists of the Short Form Phase II Notice and the Long Form Phase II Notice, approved by Order of the Court ("**Approval Order**");

2. For the purposes of this plan for dissemination of the Phase II Notice, and unless otherwise defined herein, capitalized terms shall have the meaning given to them in the Settlement Agreement or in the Approval Order;

3. The plan for dissemination of the Phase II Notice ("**Phase II Notice Plan**") is as follows, subject to the rights of the parties to make non-material amendments as may be necessary and appropriate:

(a) By Class Counsel placing the Long Form Notice on Class Counsel's website;

(b) By Class Counsel placing the Long Form Notice on Pictou Landing First Nation's website;

(c) By Class Counsel delivering the Long Form Notice to each of the Class members to their home in Pictou Landing;

(d) By Class Counsel mailing the Long Form Notice to each of the Class members at the address provided to the PLFN Canadian Alliance research assistant; and

(e) By Class Counsel issuing a press release containing the information in the Short Form Notice.