

SETTLEMENT AGREEMENT

Made on November, 18, 2025

Between

Joshua Richard Jonsen as Representative Plaintiff (the "**Plaintiff**")

and

Bhanu Prasad Seelaboyina ("**Seelaboyina**"), Kent Pharmacy Ltd. ("**Kent Pharmacy**"),
and Fabina Kara ("**Kara**") (the "**Defendants**")

RECITALS

- A. WHEREAS the Plaintiff has commenced an action bearing Court file number VLC-S-S-219811 in the Vancouver Registry of the Supreme Court of British Columbia (the "**Action**") in which he alleges wrongful acts by the Defendants in relation to the administration of COVID-19 vaccinations to himself and to other patients or customers by any of the Defendants at the Defendant's, Kent Pharmacy, physical location in British Columbia occurring on or about August 24, 25 or 26, 2021.
- B. AND WHEREAS the Defendants say they are not liable to the Plaintiff, other putative class members and anyone else in respect of the alleged conduct and at all, and believe they have good, strong and valid defences in respect of the claims advanced in the Action;
- C. AND WHEREAS, as a result of these settlement discussions and negotiations, the Defendants and the Plaintiff have entered into this Settlement Agreement, which embodies all of the terms and conditions of settlement between the Defendants and the Plaintiff, both individually and on behalf of the Class, subject to and conditional upon approval of the Court and conditional upon the following:
 - a. The Defendants securing the consent of the British Columbia Ministry of Health (the "**Ministry**") pursuant to the *Health Care Costs Recovery Act*, or otherwise resolving any claims that the Ministry may have in any way related to the subject matter of the Action;
 - b. Plaintiff, Marie Powell, and the Defendants entering into a consent dismissal order on a without costs basis with respect to the action filed by Ms. Powell, Action Number VLC-S-S-219162, in the Vancouver Registry of the Supreme Court of British Columbia (the "**Powell Action**"), which action pertains and covers the same or similar subject matter to that sued upon by Mr. Jonsen in the Action; and

- c. The defendant, The Fraser Health Authority, consenting to dismissal of the action on a without costs basis.
- D. AND WHEREAS as part of this resolution, the Defendants have agreed to pay the below defined “**Settlement Amount**” for the benefit of the Plaintiff and “**Class Members**” as further described below;
- E. AND WHEREAS the Plaintiff has agreed to accept the Settlement Amount, in part, because of the value of the Settlement Amount paid under this Settlement Agreement, as well as the attendant risks of litigation in light of the potential defences that may be asserted by the Defendants;
- F. AND WHEREAS the Plaintiff will ask the Court to approve a “**Compensation Agreement**” that provides for compensation to be paid to the Class Members from the Settlement Amount;
- G. AND WHEREAS the Plaintiff and Class Counsel have reviewed and fully understand the terms of this Settlement Agreement and, based on their analyses of the facts and law applicable to the Plaintiff’s claims, and having regard to the proposed dismissal of the Action and of the Powell Action in their entirety, the value of the Settlement Amount to be provided by the Defendants, the burdens and expense associated with prosecuting the Action, including the risks and uncertainties associated with motions, trials and appeals, the Plaintiff and “**Class Counsel**” (being the law firms Dusevic & Garcha Barristers and Solicitors and Preszler Law Firm) have concluded that this Settlement Agreement is fair, reasonable and in the best interests of the Plaintiff and the class he seeks to represent in the Action;
- H. AND WHEREAS the Plaintiff and putative Class Members intend to fully and completely settle and resolve the claims advanced or which could have been advanced in the Action as against the Defendants on the Effective Date pursuant to this Settlement Agreement;
- I. AND WHEREAS the Parties therefore wish to, and hereby do, finally resolve the Action, without admission of liability, as against the Defendants;
- J. AND WHEREAS for the purposes of settlement only and contingent on approvals by the Court as provided for in this Settlement Agreement, the Parties have consented to certification and have consented to the Class and the Common Issue in the Action;
- K. AND WHEREAS the Plaintiff asserts he is an adequate class representative for the Class and will seek to be appointed representative Plaintiff in the Action;

- L. AND WHEREAS for the purposes of settlement only and conditional on approval by the Court as provided for in this Settlement Agreement, the Plaintiff has consented to a dismissal of the Action.

NOW THEREFORE, in consideration of the covenants, agreements and releases set forth herein and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, it is agreed by the Parties that the Action be fully and finally settled and dismissed with prejudice and without costs, subject to the approval of the Court, on the following terms and conditions:

Section 1 – Definitions

For the purposes of this Settlement Agreement only:

- (a) **Administrative Expenses** means the costs of notice and claims administration.
- (b) **Alleged Conduct** means the alleged wrongful acts by the Defendants in relation to the administration of COVID-19 vaccinations to the Plaintiff and to other patients or customers by any of the Defendants at the Defendant's, Kent Pharmacy, physical location in British Columbia occurring on or about August 24, 25 or 26, 2021.
- (c) **Approval Hearings** means the hearings of the motions brought by Class Counsel for approval of the terms provided for in this Settlement Agreement.
- (d) **Certification Notice Date** means the date on which the Certification Notice is first published or disseminated, in accordance with the Certification Order.
- (e) **Certification Order** means the Court's order certifying the Class for settlement purposes only, approving the Certification Notice and Notice Program, appointing the Claims Administrator to administer the Notice Program and setting the Objection Deadline and Opt-Out Deadline, which shall be substantially in the form attached to this Settlement Agreement as **Schedule "A"**, or as fixed by the Court.
- (f) **Claim** means a properly completed, dated and signed Claim Form submitted by or on behalf of a Class Member with all the required proper documentation to the Claims Administrator on or before the end of the Claims Period.
- (g) **Claimant** means a person, being a Class Member, seeking compensation pursuant to this Settlement Agreement.
- (h) **Claims Administrator** means a person proposed by the Defendants and appointed by the Courts to administer this Settlement Agreement, including any

claims process, in accordance with the provisions of this Settlement Agreement, and any employees of such person.

- (i) **Claim Form** means the document that, together with all required proper documentation, must be timely completed, signed and dated, and submitted to the Claims Administrator to enable a Class Member to apply for benefits and compensation under the Settlement, which shall be substantially in the form attached to this Settlement Agreement as **Schedule “B”**, or as fixed by the Court.
- (j) **Claims Period** is the period commencing on the 30th day after the date of the Settlement Approval Order, such date being the Effective Date, and ending at 5:00 p.m. Pacific Time on the 90th day thereafter and any claims received by the Claims Administrator after the Claims Period expires do not fall within the Claims Period and shall not be entitled to any payment or compensation pursuant to this Settlement Agreement.
- (k) **Class Counsel** means the law firms of Dusevic & Garcha Barristers and Solicitors and Preszler Law Firm.
- (l) **Class Counsel Fees** means the fees, disbursements, costs and other applicable taxes or charges of class counsel.
- (m) **Class, Class Member or Class Members** means persons resident in British Columbia who attended at premises owned or operated by the Defendant, Kent Pharmacy, at 424 Columbia Street, New Westminster, British Columbia on August 24, 25 or 26, 2021 and received a COVID-19 vaccination, and which person is named and identified on a list of 96 people that received the subject COVID-19 vaccinations on August 24, 25 or 26, 2021 - list to be provided to the Claims Administrator for purposes of determining qualification as a Class Member. The definition shall exclude employees, officers, directors, agents of the Defendants and their family members, and Class Counsel and their employees.
- (n) **Class Period** means August 24 to 26, 2021, inclusive.
- (o) **Common Issue** means: whether the Defendants breached the applicable standard of care causing damage to Class Members as defined below.
- (p) **Court** means the Supreme Court of British Columbia.
- (q) **Effective Date** means the first date on which all appeal rights with respect to the Settlement Approval Order have expired or have been exhausted such that there exists no possibility of further appellate review.

- (r) **Fund 1** is the sum of \$307,200 forming a portion of the Settlement Amount, which sum is funded by the Defendant, Seelaboyina, in the amount of \$259,200 and by the Defendant, Kent Pharmacy, in the amount of \$48,000.
- (s) **Fund 2** is the sum of \$200,000 forming a portion of the Settlement Amount, which sum is funded exclusively by the Defendant, Seelaboyina.
- (t) **List of Class Members** means a confidential list of Class Members including their personal health numbers and dates of birth.
- (u) **Notice of Certification and Settlement Approval Hearing (Short Form & Long Form)** means the English version of the short-form and long-form notices which shall be substantially in the form attached to this Settlement Agreement as **Schedules “C1” and “C2”** or any form or forms of notice, agreed to by the Plaintiff and the Defendants, or such other form or forms as may be approved by the Courts, and which informs the Class of:
 - (i) the certification of the Action as a class proceeding as against the Defendants for settlement purposes;
 - (ii) the right to opt-out of the Action;
 - (iii) the right to object to the Settlement Agreement;
 - (iv) the principal elements of the Settlement Agreement;
 - (v) the date and location of the Settlement Approval Hearing;
 - (vi) timing and manner for submitting opt-outs to the Action;
 - (vii) timing and manner for submitting objections to approval of the Settlement Agreement; and
 - (viii) The timing and place of the Settlement Approval Hearing.
- (v) **Notice of Settlement Approval and Claims Procedure** means the English version of the notice as agreed to by the Plaintiff and the Defendants, or such other form or forms as may be approved by the Courts, which informs the Class of:
 - (i) The approval of this Settlement Agreement; and
 - (ii) The process by which the Class Members may apply to obtain compensation from the Settlement Amount.

- (w) **Notice Plan** means the plan that the Claims Administrator shall follow for distributing (1) Notice of Certification and Settlement Approval Hearing (Short Form & Long Form) and (2) Notice of Settlement Approval and Claims Procedure in English to Class Members, which shall be substantially in the form attached to this Settlement Agreement as **Schedule “D”**.
- (x) **Objection Form** means the document that enables a Class Member to object to the Settlement, which shall be substantially in the form attached to the Settlement Agreement as **Schedule “E”**, or as fixed by the Court.
- (y) **Objection Deadline** means the deadline by which a Class Member’s objection to the Settlement Agreement must be received by the Claims Administrator in order to be timely and valid. The Objection Deadline shall be 5:00 p.m. (Pacific Standard Time) thirty (30) days after the Certification Notice Date.
- (z) **Opt-Out Claimant** means a person who opts-out, in accordance with the requirements for opting-out, who would have been a Class Member entitled to participate in the settlement but for that opt-out.
- (aa) **Opt-Out Deadline** means the last day that a Class Member’s valid and complete Opt-Out Form must be received by the Claims Administrator in order for the Class Member to opt-out of the Class. The Opt-Out Deadline means 5:00 p.m. (Pacific Standard Time) thirty (30) days after the Certification Notice Date.
- (bb) **Opt-Out Form** means the document substantially in the form attached to this Settlement Agreement as **Schedule “F”**, or as fixed by the Court, that if validly completed and submitted by a Class Member to the Claims Administrator before the Opt-Out Deadline, excludes that Class Member from the Class and from participation in this Settlement.
- (cc) **Parties** mean the Plaintiff and the Defendants.
- (dd) **Released Claims** mean any and all manner of claims, demands, actions, suits, causes of action, whether class, collective, individual or otherwise in nature, whether personal or subrogated, damages whenever incurred, damages of any kind including compensatory, punitive or other damages, liabilities of any nature whatsoever, including interest, costs, expenses (including Administration Expenses), penalties, and lawyers’ fees (including Class Counsel Fees), known or unknown, suspected or unsuspected, foreseen or unforeseen, actual or contingent, and liquidated or unliquidated, in law, under statute or in equity, that the Releasers, or any of them, whether directly, indirectly, derivatively, or in any other capacity, ever had, now have, or hereafter can, shall, or may have, relating in any way to any conduct occurring anywhere, from the beginning of

time through the pendency of the Action, in respect of the Alleged Conduct or relating to any conduct alleges, or which could have been alleged, in the Action and future claims relating to continuing acts or practices that occurred during the pendency of the Action including, without limitation, any such claims which have been asserted, would have been asserted, or could have been asserted, directly or indirectly, whether in Canada or elsewhere, as a result of or in connection with the Alleged Conduct.

- (ee) **Releasees** mean, jointly and severally, individually and collectively, the Defendants and all of their respective present and former, direct and indirect, parents, subsidiaries, divisions, affiliates, partners, insurers, and all other persons, partnerships corporations with whom any of the former have been, or are now, affiliated, and all of their respective past, present and future officers, directors, employees, agents, shareholders, solicitors, trustees, servants and representatives; and in relation to natural person defendants, any of the family members; together with the predecessors, successors, heirs, executors, administrators and assigns of each of the foregoing.
- (ff) **Releasors** mean, jointly and severally, individually and collectively, the Plaintiff and the Class Members and the estates, trustees, representatives, heirs, executors, administrators, insurers, as well as anyone that may otherwise bring a direct, indirect, dependent or other claim through the foregoing, and assigns of each of the foregoing.
- (gg) **Reversionary Sums** means the funds remaining from the Settlement Amount plus any accrued interest after distribution of the Settlement Amount pursuant to this Settlement Agreement.
- (hh) **Settlement Agreement** means this agreement, including the Recital, Exhibits and Schedules.
- (ii) **Settlement Amount** means the following two funds: **Fund 1** in the amount of \$307,200 and **Fund 2** in the amount of \$200,000, subject to subsequent deduction of Reversionary Sums.
- (jj) **Settlement Approval Hearing** means the hearing before the Court for the purpose of determining whether to issue the Settlement Approval Order.
- (kk) **Settlement Approval Order** means the Court's order and/or judgment approving this Settlement Agreement, once the time to appeal such order has expired without any appeals being taken, if an appeal lies, or once there has been affirmation of the approval of this Settlement Agreement upon final disposition of all appeals.

SECTION 2 – Settlement Approval

1. The Parties shall use their best efforts to effectuate this Settlement Agreement, including obtaining the approval of the Court, and to secure the prompt, complete and final dismissal, with prejudice, of the Action and the Powell Action.
2. At a time mutually agreed to by the Plaintiff and the Defendants after this Settlement Agreement is executed, the Plaintiff shall bring an application before the Court for an order certifying the Action as a class proceeding solely for the purposes of settlement and approving the Notice of Certification and Settlement Approval Hearing (Short Form and Long Form).
3. The Certification Order shall be substantially in the form set out in Schedule “A” to this Settlement Agreement.
4. Following receipt of the Certification Order and expiration of the applicable opt-out and objection period, and at a time mutually agreed to by the Parties, the Plaintiff shall:
 - a. bring a motion before the Court for orders approving this Settlement Agreement and the Notice of Settlement Approval and Claims Procedure; and
 - b. bring a motion before the Court seeking the dismissal of the Powell Action, with prejudice, and without costs.
5. It is a material term of this Settlement Agreement that the Plaintiff and Defendants must agree on the form and content of the orders to be sought and that the issued orders be as provided for in this Settlement Agreement or as otherwise agreed by the Parties. The form and content of the orders shall be considered a material term of this Settlement Agreement and the failure of any Court to approve the form and content of the orders substantially in the form agreed upon shall give rise to a right to terminate this Settlement Agreement.
6. At least thirty (30) days in advance of the application for certification and the application for settlement approval, or such shorter time as the Parties may agree, Class Counsel shall provide the Defendants with drafts of their notice of application and any supporting materials which are intended to be filed with the Court in support of those motions, for review and approval by the Defendants.
7. Until the first of the motions is brought, the Parties shall keep all the terms of this Settlement Agreement, and any information or documents related thereto, confidential and shall not disclose them without prior written consent of counsel for the Parties, except as required for the purposes of financial reporting or the

preparation of financial records (including tax returns and financial statements) or as otherwise required by law.

8. The fact of this settlement and this Settlement Agreement may not be used in any other proceedings to assert or suggest liability against the Defendants or any other person.

SECTION 3 – SETTLEMENT BENEFITS

1. Within sixty (60) days of the Court's approval of this Settlement Agreement, the Defendants shall pay the Settlement Amount (which in this case is inclusive of potential Reversionary Sums) to the Claims Administrator in full and final satisfaction of all payment obligations under this Settlement Agreement, all subject to reversion of the Reversionary Sums back to Defendants as further described below.
2. The Administrative Expenses shall be paid by or on behalf of the Defendant, Seelaboyina.
3. None of the Releasees shall have any obligation to pay any amount other than the Settlement Amount and Administration Expenses for any reason, or in furtherance of this Settlement Agreement.
4. When the Defendants pay the Settlement Amount, the Claims Administrator will receive it in trust in full satisfaction of all payment obligations under this Settlement Agreement and in full satisfaction of the Released Claims against the Releasees, and will undertake to return any Reversionary Sums to the Defendants as described below.
5. On receipt of the Settlement Amount pursuant to Section 3, Clause 1 the Claims Administrator will deposit the same into an interest-bearing trust account at a recognized Canadian financial institution. The Claims Administrator shall not pay out all or part of the monies in the trust account, except in accordance with this Settlement Agreement or in accordance with an order of the Court obtained after notice to the Defendants, and in any event, after all appeal rights have either been lapsed or exhausted.
6. The Defendants shall not have any responsibility, financial obligations or liability whatsoever with respect to the investment, distribution or administration of monies in the trust account including, but not limited to, Class Counsel Fees and any responsibility, financial obligation or liability as a result of any decrease or depreciation of the value of the trust account, howsoever caused, including, but not limited to, a decrease or depreciation in the value of any investments purchased or held in the trust account.

7. All funds held by the Claims Administrator shall be considered to be in *custodial legis* of the Court and shall remain subject to the jurisdiction of the Court until such time as such funds have been distributed pursuant to this Settlement Agreement and/or further order of the Court.
8. The Defendants shall not have any responsibility, financial obligation or liability whatsoever with respect to any harm or injury suffered by reason of the use, misuse, erroneous disbursement, or any other action taken or failure to act by the Claims Administrator with the Settlement Amount or monies in trust not strictly in accordance with the provisions of the Settlement Agreement or any implementing order of the Courts.

SECTION 4 – OPT OUTS

1. The Court will appoint the Claims Administrator to receive any Opt-Out Forms submitted by Class Members to opt out of the Class. Opt-Out Forms must be received by the Claims Administrator by mail, courier or email on or before the Opt-Out Deadline.
2. If a purported Class Member is deceased, a minor, or otherwise incapable of submitting an Opt-Out Form as applicable, the Opt-Out Form, as applicable, must be submitted along with the contact information of the person acting on behalf of the purported Class Member, together with a copy of the power of attorney, court order, or other authorization serving as the proposed basis for permitting such person to represent the purported Settlement Class Member. A power of attorney will not be recognized as valid by the Claims Administrator in the place of a signature of a purported Class Member, except in the circumstances set out in this Section.
3. If a Class Member opts out of the Class, such Class Member is not entitled to any relief under this Settlement Agreement.
4. Those Class Members wishing to opt-out of the Class must validly complete the Opt-Out Form and provide it to the Claims administrator before the Opt-Out Deadline has expired.
5. Any Class Member who elects to opt out of the Class by timely submitting an Opt-Out Form may not also object to this Settlement Agreement. If a Class Member elects to opt out of the Class and objects to this Settlement Agreement, the opt out election shall supersede the objection and the objection shall be deemed withdrawn.
6. All Class Members who do not submit an Opt-Out Form in a timely and proper manner will, in all respects, be bound by the terms of this Settlement Agreement, as approved by the Settlement Approval Order.

7. Any Class Member who does not opt-out of the Class is barred from commencing an action against the Defendants in the future regarding the Alleged Conduct.
8. Class Counsel will prepare an opt-out form and seek approval for the contents of the same from the Defendants and include the same as part of their motion for Certification and Notice Approval.
9. After the Opt-Out Deadline has passed, Class Counsel shall collect from the Claims Administrator the total number of opt-outs to the Class and then Class Counsel shall provide the Defendants with both the total number of opt-outs to the class and such corresponding copies of completed opt-out forms.

SECTION 5 – OBJECTIONS

1. The Court will appoint the Claims Administrator to receive any Objection Forms submitted by Class Members to object to this Settlement Agreement. Objection Forms must be received by the Claims Administrator by mail, courier or email on or before the Objection Deadline.
2. If a purported Class Member is deceased, a minor, or otherwise incapable of submitting an Objection Form as applicable, the Objection Form, as applicable, must be submitted along with the contact information of the person acting on behalf of the purported Class Member, together with a copy of the power of attorney, court order, or other authorization serving as the proposed basis for permitting such person to represent the purported Class Member. A power of attorney will not be recognized as valid by the Claims Administrator in the place of a signature of a purported Class Member, except in the circumstances set out in this Section.
3. Any Class Member who submits an Objection Form shall be entitled to all of the benefits of the Settlement if this Settlement Agreement and the terms contained herein are approved by the Court in the Settlement Approval Order despite the objection, as long as the objecting Class Member complies with all requirements of this Settlement Agreement applicable to Class Members, including timely submission of a Claim and requirements herein.
4. Any Class Member that wishes to object to this Settlement Agreement must do so by validly completing the Objection Form and providing it to the Claims Administrator prior to the Objection Deadline.
5. Prior to and/or at the Objection Deadline, Class Counsel shall collect from the Claims Administrator all written objections to the Settlement Agreement received by the Claims Administrator prior to the Objection Deadline.

6. Within fourteen (14) days after the Objection Deadline, Class Counsel will report to the Court all of the names of persons who objected to the Settlement Agreement and provide copies of all written objections to Counsel for the Defendants.
7. The Claims Administrator shall, no later than seven (7) days before the scheduled Settlement Approval Hearing, provide to the Defendants and Class Counsel and file with the Court an affidavit reporting on the number of Opt-Out Forms and re-elections received on or before the Opt-Out Deadline, and compiling all of the written objections received on or before the Objection Deadline.

SECTION 6 – RELEASES and DISMISSALS

1. Upon the Effective Date, and in consideration of payment of the Settlement Amount and for other valuable consideration set forth in this Settlement Agreement, the Releasors shall be deemed to and do hereby forever and absolutely release, acquit and discharge the Releasees from the Released Claims.
2. The Parties shall use their best efforts to have the terms of the release contemplated herein incorporated into the orders obtained from the Court approving this Settlement Agreement.
3. The Plaintiff and the Class Members acknowledge that they are aware that they may hereafter discover facts in addition to, or different from, those facts which they know or believe to be true with respect to the subject matter of the Action and this Settlement Agreement, and that it is their intention to release fully, finally and forever all Released Claims (including, without limitation, anything that might be based on additional or different facts later discovered), and in furtherance of such intention, this release shall be and remain in effect notwithstanding the discovery or existence of any such additional or different facts.
4. All claims for contribution, indemnity or other claims over against a Releasee, whether asserted, unasserted or asserted in a representative capacity, inclusive of interest, taxes, fees and costs, relating directly or indirectly to the Released Claims, which were or could have been brought in the Action or otherwise against a Releasee are barred, prohibited and enjoined in accordance with the terms of the order (unless such claim is made in respect of a claim by a person that validly opted-out of the Action) with the exception of the claims for contribution and indemnity pleaded in an action filed by Kent Pharmacy against Seelaboyina in the Vancouver Registry of the Supreme Court of British Columbia with Court file number VLC-S-S-234857 (the “**Contribution Action**”) which are not barred or released by this Settlement Agreement.

5. The release contemplated in this section shall be considered a material term of this Settlement Agreement and the failure of the Court to approve the release contemplated herein shall give rise to a right of termination by the Defendants.
6. The Releasors shall not now or hereafter threaten, institute, prosecute, continue, maintain or assert, either directly or indirectly, whether in Canada or elsewhere, on their own behalf or on behalf of any other class or any other Persons, any action, suit, cause of action, claim, proceeding, complaint or demand against or collect or seek to recover from any Releasee or any other persons, who will or could bring or commence or continue any claim, crossclaim, claim over or any claim for contribution, indemnity, or other relief against any Releasee in respect of any Released Claim, and are permanently barred and enjoined from doing so.
7. On or before a date to be agreed by the Parties, Class Counsel shall bring such applications as are necessary to dismiss the Action with prejudice and without costs.
8. Upon the Effective Date, each Class Member who has not opted out of the Action shall be deemed to irrevocably consent to the dismissal of the Action, without costs and with prejudice.

SECTION 7 – EFFECT OF SETTLEMENT

8. The Plaintiff and the Defendants expressly reserve all of their rights if this Settlement Agreement is not approved, is terminated or otherwise fails to take effect for any reason.
9. Whether or not this Settlement Agreement is finally approved, is terminated, or otherwise fails to take effect for any reason, this Settlement Agreement and anything contained herein, and any and all negotiations, discussions and proceedings associated with this Settlement Agreement, and any action taken to carry out this Settlement Agreement, shall not be deemed, construed or interpreted to be an admission of any violation of any statute or law, or of any negligence, battery, fault, omission, wrongdoing or any liability of any kind by the Defendants or by any Releasee, or of the truth of any of the claims or allegations in the Action or any other pleading filed by the Plaintiffs or any other Class Member.

SECTION 8 – CERTIFICATION FOR SETTLEMENT ONLY

1. The Parties agree that the Action shall be certified as a class proceeding against the Defendants solely for the purposes of settlement of the Action and the approval of this Settlement Agreement by the Court.

2. The Plaintiffs agree that, in the motions for certification and for the approval of this Settlement Agreement, the only common issue that they will seek to define is the Common Issue and the only class that they will assert is the Class. The Plaintiff acknowledges that the Defendants agree to the definition of the Common Issue for purposes of settlement only and for no other purpose.

SECTION 9 – COMPENSATION AGREEMENT

1. Class Members may make one Claim in accordance with the compensation categories as set out in **Schedule “G”** which consist of **Fund 1** and **Fund 2**, as defined therein (**“Individual Payments”**).
2. Each Claimant shall be entitled to payment, to a maximum of \$3,200, from **Fund 1**, without proof of injury or damage, but proof of qualification as a Class Member, subject to any Court approved deductions for Class Counsel Fees, and subject to *pro rata* reductions from the total payable in the event claims on Fund 1 exceed the sums held in Fund 1.
3. Each Claimant shall be entitled to a further payment, to a maximum of \$5,000, from **Fund 2**, subject to eligibility requirements that follow, and subject to any Court approved deductions for Class Counsel Fees, and subject to *pro rata* reductions from the total payable in the event claims on Fund 2 exceed the sums held in Fund 2.
4. To be eligible for payment on Fund 2, each Claimant must establish that they suffered psychological harm, being a serious and prolonged injury exceeding four months with proof of psychological or psychiatric treatment for, at minimum, this four month period as described further under Section 10 of this Settlement Agreement.
5. Payments to Class Members under this Settlement Agreement are full and final and no compensation shall be paid beyond the above compensation amounts including for any expense incurred by anyone in making or proving a claim on Fund 1 or Fund 2 or otherwise.
6. All Claims will be individually assessed by the Claims Administrator and Individual Payments to Claimants shall be made after conclusion of the Claims Period.
7. Regardless of the amount of all the Individual Payments to Claimants, the Defendants will pay no more than the Settlement Amount to satisfy the claims.
8. If the total Individual Payments to Claimants does not reach the Settlement Amount under Fund 1 or Fund 2, the Defendants will be reimbursed the difference between the total Individual Payments and the Settlement Amount as follows: for Fund 1, 84.375% to Seelaboyina and 15.625% to Kent Pharmacy; for Fund 2, 100% to Seelaboyina.

9. It is acknowledged by the parties that this Settlement Agreement is conditional upon approval by the Ministry pursuant to the *Health Care Costs Recovery Act*, or upon the Defendants settling any claims with the Ministry that the Ministry may advance in relation to the subject matter of the Action.

SECTION 10 – NOTICE TO CLASS, ADMINISTRATION AND IMPLEMENTATION

1. The Class shall be given both (i) the Notice of Certification and Settlement Approval Hearing (Short Form) and (ii) Notice of Settlement Approval and Claims Procedure by direct mail and/or email, if their physical address or email address can be located, or as otherwise directed by the Court.
2. The Defendants shall provide directly to the Claims Administrator the best available contact information in their possession, for all known Class Members, including last known mailing addresses. This information shall be provided to the Claims Administrator and shall be used solely for the purpose of effecting the Notice Plan approved by the Court.
3. The Claims Administrator will deliver the Notice of Certification and Settlement Approval Hearing (Short Form) to Class Members during the two-week period following the Court's approval of the Certification Order, subject to the Claims Administrator confirming this deadline can be met or otherwise, as soon as practicable thereafter. The first day the Claims Administrator delivers or disseminates the Notice of Certification and Settlement Approval Hearing (Short Form) to Class Members constitutes the Certification Notice Date.
4. The Defendants shall provide directly to the Claims Administrator the List of Class Members, including names, personal health numbers, and dates of birth. This information shall be provided to the Claims Administrator and shall be used solely for the purpose of verifying the eligibility of claimants and processing claims in accordance with the Settlement Agreement.
5. The Opt-Out period shall run from the Certificate Notice Date until the Opt-Out Deadline.
6. The Objection period shall from the Certification Notice Date until the Objection Deadline.
7. The Claims Administrator will deliver the Notice of Settlement Approval and Claims Procedure during the two-week period following the Court's approval of the Settlement Approval Order, subject to the Claims Administrator confirming this deadline can be met or otherwise, as soon as practicable thereafter.
8. The Claims Period shall be the period commencing on the 30th day after the date of the Settlement Approval Order, such date being the Effective Date, and ending at 5:00 p.m. (Pacific Standard Time) on the 90th day thereafter. No

claims received by the Claims Administrator after this date and time shall be eligible for payment per this Settlement Agreement.

9. Upon receipt of the Certification Order, Class Counsel will upload and periodically maintain all of the documents, Notices and orders pertaining to this Action and the Settlement on its website of www.dusevicgarchalaw.ca. Class Counsel's website shall contain:
 - a. copies of this Settlement Agreement with signatures redacted;
 - b. information on the Opt-Out Deadline, the Objection Deadline, and the dates of the relevant court hearings, including the Settlement Approval Hearing;
 - c. the Notice of Certification and Settlement Approval Hearing (Short Form & Long Form);
 - d. the Opt-Out Form;
 - e. the Objection Form;
 - f. The Notice of Settlement Approval and Claims Procedure;
 - g. the Claim Form;
 - h. contact information for the Claims Administrator;
 - i. any orders issued in the Action relevant to this Settlement; and
 - j. any other information the Parties determine is relevant to the Settlement.
10. Claims administration is to be performed by the Claims Administrator.
11. Administration Expenses are to be paid by or on behalf of the Defendant, Seelaboyina, to the Claims Administrator to be determined and selected by Seelaboyina subject to approval by the Court.
12. Claimants must complete and submit a written application for a claim, being a Claim Form, which Claim Form will include the following information:
 - a. Whether the Claimant seeks compensation under Fund 1 or under both Fund 1 and Fund 2.
 - b. For Claimants making a claim on Fund 1 only: full name, Personal Health Number (PHN), date of birth, a solemn declaration that they obtained a COVID-19 vaccinations from Kent Pharmacy at 424 Columbia Street, New Westminster, British Columbia on August 24, 25 or 26, 2021.

c. For Claimants making a claim on Fund 2: in addition to information required for those making a claim on Fund 1, such Claimants must provide

- i. a solemn declaration that they obtained treatment for psychological harm that they believe was caused by knowledge that they had received a COVID-19 vaccination with a syringe barrel that had been previously used, and that they received this treatment for a minimum of four months due to their psychological injury, with the treatment being provided by a psychologist qualified and licensed to practice in British Columbia by the College of Health and Care Professionals of British Columbia; or by a psychiatrist, licensed to practice in British Columbia by the College of Physicians and Surgeons of British Columbia;
- ii. a statement from their treating psychologist, qualified and licensed to practice in British Columbia by the College of Health and Care Professionals of British Columbia; or by their treating psychiatrist, licensed to practice in British Columbia by the College of Physicians and Surgeons of British Columbia. The statement from the treating psychologist or psychiatrist must be in the following form and include the following information:

From _____ until _____, being a period exceeding four months in duration, I treated _____ for psychological harm that in my opinion was caused by their reaction to a COVID-19 vaccination that they received from Kent Pharmacy at 424 Columbia Street, New Westminster, British Columbia on August 24, 25 or 26, 2021, which vaccination they understood to have been administered by a re-used syringe barrel. I confirm that I am a psychologist, qualified and licensed to practice in British Columbia by the College of Health and Care Professionals of British Columbia (registrant # _____) OR a psychiatrist, licensed to practice in British Columbia by the College of Physicians and Surgeons of British Columbia (registrant # _____).

13. Claimants are to submit their Claim Forms and accompanying documentation to the Claims Administrator before the end of the Claims Period. No late claims will be accepted, without the approval of the Court
14. The Claims Administrator will determine whether each Claimant qualifies as a Class Member and whether they are entitled and eligible for payment under any of Fund 1 or Fund 1 + Fund 2. The Claims Administrator will make this determination including with reference to the List of Class Members. Anyone that does not appear on the List of Class Members will not qualify as a Class

Member for purposes of this Settlement Agreement and will not be eligible for any payment hereunder.

15. At the end of the Claims Period, the Claims Administrator will provide notice to counsel for the parties of preliminary determinations made in relation to each claimant pursuant to the preceding paragraph.
16. The Claims Administrator or Class Counsel shall return to the Defendants, Seelaboyina, and Kent Pharmacy any Reversionary Sums, as specified in this Settlement Agreement.
17. The decision of the Claims Administrator respecting Claimant's eligibility for payment is final and binding and there shall be no right of appeal or other recourse to any court or tribunal from the decision.
18. No suit or action may be brought against the Claims Administrator or against Class Counsel or counsel for the Defendants with respect to the administration of this Settlement Agreement, without leave of the Court.

SECTION 11 – CLASS COUNSEL FEES

1. Class Counsel may seek the Courts' approval to pay Class Counsel Fees contemporaneously with seeking approval of this Settlement Agreement. The Defendants will take no position on such application.
2. The Defendants acknowledge that it is not a party to the application concerning the approval of Class Counsel fees, and shall have no standing to oppose such application, and that it will have no involvement and make no submissions in the approval process to determine the amount of Class Counsel Fees.
3. Any Individual Payments will be less any approved Class Counsel Fees.

SECTION 12 –TERMINATION OF SETTLEMENT AGREEMENT

1. The Defendants or the Plaintiff, in their respective sole discretion, have the option to terminate this Settlement Agreement in the event that:
 - (a) the form and content of any of the orders approved by the Court departs materially from the form and content of the orders agreed upon by the Plaintiff and the Defendants;
 - (b) the Court declines to approve this Settlement Agreement or any material term or part hereof;
 - (c) the Court declines to dismiss the Powell Action;

- (d) the Court declines to dismiss the Action; or
 - (e) the Court approves the Settlement Agreement in a materially modified form.
2. The Defendants, in their sole discretion, have the option to terminate this Settlement Agreement in the event that the releases and covenants are not complied with.
 3. If this Settlement Agreement is not approved, is terminated in accordance with its terms or otherwise fails to take effect for any reason it shall be null and void, have no further force and effect, shall not be binding, and shall not be used as evidence or otherwise in litigation.
 4. Following termination of the Settlement Agreement, the Claims Administrator or Class Counsel will return to the Defendants the Settlement Amount plus all accrued interest thereon, within thirty (30) business days of termination in accordance with this Settlement Agreement.
 5. The Plaintiff and the Defendants expressly reserve all of their respective rights if this Settlement Agreement is terminated.

SECTION 13 – MISCELLANEOUS

1. Class Counsel represent that (a) Class Counsel are authorized by the Plaintiff to enter into this Settlement Agreement; and (b) Class Counsel are seeking to protect the interests of the Class.
2. The Defendants, the Claims Administrator, or the Plaintiff may apply to the Court for directions in respect of the interpretation, implementation and administration of this Settlement Agreement.
3. All motions contemplated by this Settlement Agreement shall be on notice to the Plaintiff and the Defendants. There shall be no costs to any party.
4. All disputes related to the proper interpretation of this Settlement Agreement shall be resolved by application to the Court.
5. Where the parties agree that an amendment is necessary to the Settlement Agreement, an application may be brought on consent to the Court for the purpose of approving said amendment to the terms of this Settlement Agreement.

6. This Settlement Agreement shall be governed and construed and interpreted pursuant to the laws of the Province of British Columbia.
7. Following the Settlement Approval Order, the Court will retain exclusive jurisdiction over the Action, and over all Parties named or described herein, as well as Class Members.
8. Following the Settlement Approval Order, the Court will also retain exclusive jurisdiction over this Settlement Agreement to ensure that all payments and disbursements are properly made, and to interpret and enforce the terms and conditions and obligations of this Settlement Agreement.
9. All time periods in this Settlement Agreement shall be computed in calendar days unless expressly provided otherwise. Further, unless otherwise provided in this Settlement Agreement, in computing any period of time in this Settlement Agreement or by order of the Court, the day of the act or event shall not be included, and the last day of the period shall be included, unless it is a Saturday, a Sunday, or a Canadian statutory holiday, or, when the act to be done is a court filing, a day on which the applicable court is closed, in which case the period shall run until the end of the next day that is not one of the aforementioned days.
10. Any information provided by or regarding a Class Member or otherwise obtained pursuant to this Settlement Agreement shall be kept strictly confidential and shall not be disclosed, except to appropriate persons to the extent necessary to process claims, and/or to provide benefits under this Settlement Agreement, or as otherwise expressly provided in this Settlement Agreement. All Class Members shall be deemed to have consented to the disclosure of all this information for these purposes.
11. The Parties agree that no public statements shall be made regarding the Action or its settlement, which are in any way inconsistent with the terms of the Settlement Agreement. In particular, the Parties agree that any public statements regarding this Action will indicate clearly that the settlement has been negotiated, agreed and approved by the Court without any admissions or findings of liability or wrongdoing, and without any admissions or conclusions as to the truth of any of the facts alleged in the Action, all of which are specifically denied.
12. The Parties acknowledge that they have required and consented that this Settlement Agreement and all related documents be prepared in English.
13. This Settlement Agreement, including the Recitals herein and the Schedules attached hereto, constitutes the entire agreement among the Parties, and supersedes all prior and contemporaneous understandings, undertakings, negotiations, representations, promises, agreements, agreements in principle and memoranda of understanding in connection herewith. None of the Parties

will be bound by any prior obligations, conditions or representations with respect to the subject matter of this Settlement Agreement, unless expressly incorporated herein.

14. This Settlement Agreement shall be binding upon, and ensure to the benefit of, the Plaintiff, the Class Members, the Releasors, the Releasees, and all of their successors and assigns. Without limiting the generality of the foregoing, each and every covenant and agreement made herein by the Plaintiff shall be binding upon all Releasors and each and every covenant and agreement made herein by the Defendants shall be binding upon all of the Releasees.

15. Whenever this Settlement Agreement requires or contemplates that one of the Parties shall or may give notice to the other, notice shall be provided by email, facsimile, or letter by overnight delivery, as follows:

For the Plaintiff and Class Counsel:

K.S. Garcha
DUSEVIC & GARCHA
Barristers & Solicitors
210-4603 Kingsway
Burnaby, BC V5H 4M4
Email: ksgarcha@dusevicgarchalaw.ca
kg@dusevicgarchlaw.ca

Darin Shane
PRESZLER LAW FIRM
800 – 1075 West Georgia Street
Vancouver, BC V6E 3C9
Email: dshane@preszlerlaw.com

For the Defendants' counsel, then to:

Christopher Rhone and Jacqueline Palef
BRANCH MACMASTER LLP
1410 – 777 Hornby Street
Vancouver, BC V6Z 1S4
Email: crhone@branmac.com
jpalef@branmac.com
Counsel for the Defendant, Bhanu
Prasad Seelaboyina

David E. Turner
EDWARDS, KENNY + BRAY LLP
1900 – 1040 West Georgia Street
Vancouver, BC V6E 4H3

Email: dturner@ekb.com

Counsel for the Defendant, Kent
Pharmacy Ltd.

Todd Davies

ALEXANDER HOLBURN BEAUDIN +
LANG

2700 – 700 West Georgia Street

Vancouver, BC V7Y 1B8

Email: tdavies@AHBL.com

Counsel for the Defendant, Fabina Kara

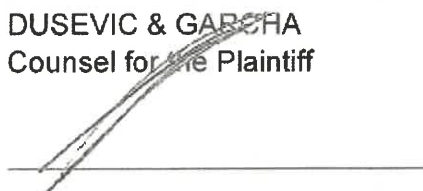
16. The Class, Class Members, Representative Plaintiff and the Defendants shall not be deemed to be the drafter of this Settlement Agreement or of any particular provision, nor shall they argue that any particular provision should be construed against its drafter. All Parties agree that this Settlement Agreement was drafted by counsel for the Parties during arm's-length negotiations. No parol or other evidence may be offered to explain, construe, contradict, or clarify its terms, the intent of the Parties or their counsel, or the circumstances under which this Settlement Agreement was made or executed.
17. The division of this Settlement Agreement into sections and the insertion of topic and section headings are for convenience of reference only and shall not affect the construction or interpretation of this Settlement Agreement
18. The Parties and their respective counsel shall expeditiously do all things as may be reasonably required to give effect to this Settlement Agreement.
19. The Parties agree that this Settlement Agreement may be executed by their respective counsel.
20. The Parties agree that this Settlement Agreement may be executed in counterparts, all of which taken together will be deemed to constitute one and the same agreement, and a facsimile or PDF signature shall be deemed an original signature for purposes of executing this Settlement Agreement.
21. This Settlement Agreement has been the subject of negotiations and discussions among the undersigned, with the assistance of a qualified mediator, each of which party hereto has been represented and advised by competent counsel, so that any statute, case law, or rule of interpretation or construction that would or might cause any provision to be construed against the drafter of this Settlement Agreement shall have no force and effect. The Parties further agree that the language contained in or not contained in previous drafts of this Settlement

Agreement, or any agreement in principle, all have no bearing upon the proper interpretation of this Settlement Agreement.

22. The Parties have executed this Settlement Agreement as of the date on the cover page.



By: K.S Garcha
DUSEVIC & GARCHA
Counsel for the Plaintiff



Darin Shane
PRESZLER LAW FIRM
Counsel for the Plaintiff



By: Christopher Rhone or Jacqueline
Palef
BRANCH MACMASTER LLP
Counsel for the Defendant,
Bhanu Prasad Seelaboyina



By: David E. Turner
EDWARDS, KENNY + BRAY LLP
Counsel for the Defendant, Kent
Pharmacy Ltd.



By: Todd Davies
ALEXANDER HOLBURN
BEAUDIN + LANG

Counsel for the Defendant,
Fabina Kara

Schedule “A” - Certification Order

NO. S-219811
VANCOUVER REGISTRY

IN THE SUPREME COURT OF BRITISH COLUMBIA

BETWEEN:

JOSHUA RICHARD JONSEN

PLAINTIFF

AND:

BHANU PRASAD SEELABOYINA
KENT PHARMACY
FABINA KARA and
THE FRASER HEALTH AUTHORITY

DEFENDANTS

Brought under the *Class Proceedings Act*, R.S.B.C. 1996, c.50

ORDER MADE AFTER APPLICATION

BEFORE THE HONOURABLE xxxxx
xxxxxxxxxx xxxxxx

) XX XXX 2025
)

ON THE APPLICATION of the Plaintiff, JOSHUA RICHARD JONSEN, coming on for hearing before the Honourable [Name of Justice] at the Courthouse at 800 Smithe Street, Vancouver, British Columbia, on November 25, 2025, and on hearing counsel for the Plaintiff and counsel for the Defendants.

ON READING materials filed, including the Settlement Agreement between the Plaintiff, JOSHUA RICHARD JONSEN (“JONSEN”), and the Defendants, BHANU PRASAD SEELABOYINA (“SEELABOYINA”), KENT PHARMACY LTD. (“KENT PHARMACY”), and FABINA KARA (“KARA”), dated as of DATE, 2025 (the “Settlement Agreement”).

ON HEARING Kelvin Garcha and Perry Kuchar, lawyers for the Plaintiff, JONSEN, and Christopher Rhone, lawyer for the Defendant, SEELABOYINA, David Turner, lawyer for the Defendant, KENT PHARMACY, and Todd Davies, lawyer for the Defendant, KARA; and

AND ON BEING ADVISED THAT, subject to Court approval, the Plaintiff and the Defendants, SEELABOYINA, KENT PHARMACY and KARA, have entered into the proposed Settlement Agreement attached hereto as **Exhibit "A"**, and that the Plaintiff and the said Defendants consent to this Certification Order:

THIS COURT ORDERS that BY CONSENT:

1. The Settlement Agreement in its entirety is incorporated by reference in this Certification Order. The definitions in the Settlement Agreement are incorporated into and shall be applied in interpreting this Certification Order.

Certification

2. This Action is certified against the Defendants, SEELABOYINA, KENT PHARMACY and KARA, as a class proceeding for settlement purposes only.
3. The Class is defined and certified as follows:
 - (i) all persons resident in British Columbia who attended the Defendant, KENT PHARMACY, located at 424 Columbia Street, New Westminster, British Columbia on August 24, 25 or 26, 2021 and received a COVID-19 vaccination (the "**Class Members**"), excluding employees, officers, directors, agents of the Defendants, SEELABOYINA, KENT PHARMACY and KARA, and their family members, class counsel, presiding judges, and any person who has commenced an individual proceeding against or delivered a release to the said Defendants concerning the subject of this proceeding, and were contacted by the Fraser Health Authority by letter advising that the syringe barrel was re-used among patients and that they were at risk of contracting hepatitis B, hepatitis C and/or HIV and to take three blood tests over the next three months: at three weeks, six weeks and three month intervals.

4. Joshua Richard Jonsen is appointed as the representative plaintiff for the Class.
5. The causes of action asserted on behalf of the Class are set out in the Notice Civil Claim filed herein and include, negligence, negligent infliction of emotional distress and battery. The relief sought by the Class is set forth in the Notice of Civil Claim filed herein and among other things, includes various declarations, general, special and punitive damages, interest, and costs.
6. The common issue in the Action for settlement purposes is whether the Defendants breached the applicable standard of care causing damage to the Class Members.

Class Counsel

7. Dusevic & Garcha and Preszler Law Firm are appointed as class counsel (collectively “Class Counsel”).

Claims Administrator

8. That MNP Ltd. is appointed as claims administrator (the “Claims Administrator”) and as such will perform the settlement administration duties and responsibilities as set out in the Settlement Agreement and Notice Plan and any other related duty or responsibility as ordered by this Court.

Notices

9. The Notice of Certification and Settlement Approval Hearing (Short Form) is hereby approved substantially in the form attached to this Certification Order as **Schedule “C1”** to Exhibit A and the Notice of Certification and Settlement Approval Hearing (Long Form) is hereby approved substantially in the form attached to this Certification Order as **Schedule “C2”** to Exhibit A (together the “Certification and Settlement Approval Notices”).
10. The Notice Plan is hereby approved substantially in the form attached to this Certification Order as **Schedule “D”** to Exhibit A and the Notices as set out in

Schedule "B" and Schedule "C" to this Certification Order, shall be disseminated in accordance with the Notice Plan.

11. The Certification and Settlement Approval Notices constitutes fair and reasonable notice to the Class of the Settlement Approval Hearing.
12. The Defendants, SEELABOYINA, KENT PHARMACY and KARA, shall provide directly to the Claims Administrator the best available contact information in their possession, for all known Class Members, including last known mailing addresses. This information shall be provided to the Claims Administrator and shall be used solely for the purpose of effecting the Notice Plan approved by the Court.

Opt-Outs

13. The Opt-Out Form is approved substantially in the form attached to this Certification Order as **Schedule "F"** to Exhibit A.
14. A Class Member may opt-out of the Action by sending a completed Opt-Out Form, in the form set out in Schedule "E", by mail, courier, or email to the Claims Administrator by the Opt-Out Deadline.
15. The Opt-Out Deadline, as defined in the Settlement Agreement, means 5:00 p.m. Pacific Standard Time, thirty (30) days after the Certification Notice Date.
16. If a Class Member opts-out of the Action, any related family to any of the Class Members will be deemed to have opted-out of the Action.
17. No person may opt-out a Class Member who is a minor or a person who is otherwise under a legal disability without leave of the Court after notice to the office of the Public Guardian and Trustee, as the case may be.
18. No Class Member may opt-out of the Action after the Opt-Out Deadline.

19. Within 14 days after the Opt-Out Deadline, Class Counsel shall provide to the Defendants the number of Opt-Outs and copies of any completed Opt-Out Forms in accordance with the Settlement Agreement.
20. Any Class Members who have not validly opted-out of the Action are bound by this Certification Order.

Objections

21. The Objection Form is approved substantially in the form attached to this Certification Order as **Schedule “E”** to Exhibit A.
22. A Class Member may object to the approval of the Settlement Agreement by sending a completed Objection Form, in the form set out in Schedule “F”, by mail, courier, or email to the Claims Administrator by the Objection Deadline.
23. The Objection Deadline, as defined in the Settlement Agreement, means 5:00 p.m. Pacific Standard Time, thirty (30) days after the Certification Notice Date.
24. A Class Member who wishes to object to the Settlement Agreement must state in their objection:
 - (i) The full name, current mailing address, telephone number, and email address of the person who is objecting;
 - (ii) A brief statement of the nature and reasons for the objection;
 - (iii) A declaration that the person believes they are a member of the Class and the reason for that belief; and
 - (iv) Whether the person intends to appear at the Settlement Approval Hearing or intends to appear by counsel, and, if by counsel, the name, address, telephone number, and email address of counsel.

25. Any Class Member who opted-out of the Action by the Opt-Out Deadline, shall not be entitled to submit a written objection or appear or be heard at the Settlement Approval Hearing.
26. Class Counsel shall collect from the Claims Administrator all written objections to the Settlement Agreement that were received by the Claims Administrator prior to the Objection Deadline (the “Written Objections”).
27. Within fourteen (14) days after the Objection Deadline, Class Counsel will report to the Court the names of persons who objected and Written Objections, copied to Counsel for the Defendant.

Class Counsel Website

28. Class Counsel shall post and maintain the following on its website (www.dusevicgarchalaw.ca):
 - (i) copies of the proposed Settlement Agreement, the Certification and Settlement Approval Notices, the Opt-Out Form and the Objection Form;
 - (ii) information on the Opt-Out Deadline, the Objection Deadline, and the dates of relevant Court proceedings, including the Settlement Approval Hearing;
 - (iii) the Settlement Phone Number;
 - (iv) any orders issued in the Action relevant to the settlement; and
 - (v) any other information the parties determine is relevant to the settlement.

Settlement Phone Number

29. This Settlement will also include a Canadian toll-free settlement phone number (“Settlement Phone Number”) which will be included in the Certification and Settlement Approval Notices. Class Counsel, Dusevic & Garcha, will manage the

Settlement Phone Number, which Class Members can call to receive information in English and about:

- (i) the proposed Settlement Agreement, including information about the eligibility for benefits;
- (ii) obtaining the Long-Form Certification and Settlement Approval Notice;
- (iii) obtaining the Opt-Out and Objections Forms;
- (iv) the Opt-Out Deadline and Objection Deadline; and
- (v) the dates of relevant Court proceedings, including the Settlement Approval Hearing.

Settlement Approval Hearing

- 30. The application for approval of the Settlement Agreement in this Action shall be heard on _____ at the Courthouse, at 800 Smithe Street, Vancouver, B.C., or at such other place and time or on such other terms as this Court may direct (the “**Settlement Approval Hearing**”).
- 31. The Settlement Approval Hearing will be conducted to determine whether the Settlement Agreement is fair, reasonable, and in the best interest of Class Members in accordance with the *Class Proceedings Act*, R.S.B.C. 1996, c. 50.

Other

- 32. As it relates to the Settlement Agreement, this Certification Order is contingent upon and the terms of this Certification Order shall not be effective unless and until the Powell Action as defined in the Settlement Agreement is dismissed at a time mutually agreed to by the Parties before the Settlement Approval Hearing.
- 33. In the event that the Settlement Agreement is not approved by the Court, is terminated in accordance with terms of the Settlement Agreement, or otherwise fails

to take effect for any reason, then the Settlement Agreement shall become null and void pursuant to its terms, and the within Certification Order certifying this Action for settlement purposes as against the Defendants is hereby set aside, without further Certification Order of this Court.

34. There shall be no costs of this application.

BY THE COURT

REGISTRAR

THE FOLLOWING PARTIES APPROVE THE FORM OF THIS ORDER AND
CONSENT TO EACH OF THE ORDERS, IF ANY, THAT ARE INDICATED ABOVE
AS BEING BY CONSENT:

Kelvin Garcha
Lawyer for the Plaintiff

Christopher Rhone
Lawyer for the Defendant,
Bhanu Prasad Seelaboyina

David Turner
Lawyer for the Defendant,
Kent Pharmacy Ltd.

Todd Davies
Lawyer for the Defendant,
Fabina Kara

NO. S-219811
VANCOUVER REGISTRY

IN THE SUPREME COURT OF BRITISH COLUMBIA

BETWEEN:

JOSHUA RICHARD JONSEN

PLAINTIFF

AND:

BHANU PRASAD SEELABOYINA
KENT PHARMACY
FABINA KARA and
THE FRASER HEALTH AUTHORITY

DEFENDANTS

Brought under the *Class Proceedings Act*, R.S.B.C. 1996, c.50

ORDER MADE AFTER APPLICATION

Kelvin Garcha
DUSEVIC & GARCHA
Barristers & Solicitors
#210 - 4603 Kingsway
Burnaby, BC V5H 4M4

Telephone: 604-436-3315
Facsimile: 604-436-3302

File No. KSG/27344

Schedule “B” - Claim Form

Schedule “B”
KENT PHARMACY CLASS ACTION SETTLEMENT
CLAIM FORM

Private & Confidential

Please read this Claim Form carefully and complete it in full. Failure to fully complete this Claim Form and/or sign it will result in your Claim being rejected. Once completed and signed, submit this Claim Form to the Claims Administrator on or before [INSERT DATE].

This Claim Form is for Class Members who wish to claim compensation under the Settlement Agreement. “**Class Members**” means all persons resident in British Columbia who (1) attended at premises owned or operated by the Defendant, Kent Pharmacy, at 424 Columbia Street, New Westminster, British Columbia on August 24, 25 or 26, 2021 and received a COVID-19 vaccination, and which person is named and identified on a list of 96 people that received the subject COVID-19 vaccinations on August 24, 24 or 26, 2021 and (2) were contacted by the Fraser Health Authority by letter advising them that the syringe barrel was re-used among patients and that they were at risk of contracting hepatitis B, hepatitis C and/or human immunodeficiency (“HIV”) and to take three blood tests over the next three months: at three weeks, six weeks and three month intervals.

CATEGORY/CATEGORIES OF CLAIM:

The proposed Settlement provides for the creation of two funds: Fund 1 in the amount of \$307,200 and Fund 2 in the amount of \$200,000, which will be used to pay compensation to Class Members including court-approved Class Counsel legal fees, disbursements, and applicable taxes.

Each approved Class Member will be entitled to a payment of \$3,200 from Fund 1 without proof of injury or damage. Each approved Class Member will be entitled to a further payment, up to a maximum of \$5,000 from Fund 2, on establishing that they suffered psychological harm exceeding four months with proof of psychological or psychiatric treatment.

A. Fund 1

For Class Members making a claim on Fund 1 only please provide the following:

- i. Full Name: _____
- ii. Personal Health Number: _____
- iii. Date of Birth: _____

B. Fund 2

For Class Members making a claim on Fund 2, in addition to the information required for those making a claim on Fund 1, such Class Members must provide the following:

- i. a solemn declaration that they obtained treatment for psychological harm that they believe was caused by knowledge that they had received a COVID-19 vaccination with a syringe barrel that had been previously used, and that they received this treatment for a minimum

of four months due to their psychological injury, with the treatment being provided by a psychologist, qualified and licensed to practice in British Columbia by the College of Health and Care Professionals of British Columbia; or by a psychiatrist, licensed to practice in British Columbia, by the College of Physicians and Surgeons of British Columbia;

- ii. a statement from their treating psychologist, qualified and licensed to practice in British Columbia by the College of Health and Care Professionals of British Columbia; or by their treating psychiatrist, licensed to practice in British Columbia by the College of Physicians and Surgeons of British Columbia. The statement from the treating psychologist or psychiatrist must be in the following form and include the following information:

From _____ until _____, being a period exceeding four months in duration, I treated _____ for psychological harm that in my opinion was caused by their reaction to a COVID-19 vaccination that they received from Kent Pharmacy at 424 Columbia Street, New Westminster, British Columbia on August 24, 25 or 26, 2021, which vaccination they understood to have been administered by a re-used syringe barrel. I conform that I am a psychologist, qualified and licensed to practice in British Columbia by the College of Health and Care Professionals of British Columbia (registrant # _____) OR a psychiatrist, licensed to practice in British Columbia by the College of Physicians and Surgeons of British Columbia (registrant # _____).

1. Class Member Identification

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

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

Documentation: Enclose a copy of a valid, government-issued photo ID that matches the name

and contact information entered above.

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

YOU ARE SUBMITTING THIS CLAIM ON BEHALF OF SOMEONE WHO IS:

☐ DECEASED ☐ MINOR ☐ OTHER REASON (Identify):

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

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

3. Legal Counsel Identification (if applicable)

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

Law Firm Name:	
Lawyer's Full Name:	
Street Address:	Suite Number:

City:	Province:	Postal Code:
Phone Number:	Email Address:	
Law Society Number:		

4. Information Regarding the Class Member's attendance at Kent Pharmacy

Provide the dates, between August 24 and 26, 2021, on which you received a COVID-19 vaccination at the Kent Pharmacy:

--

5. Information Regarding the Medical Professional(s) Who Diagnosed and/or Treated Your Psychological Harm

In the space below, list each licensed psychologist and/or psychiatrist who diagnosed and/or treated your psychological harm which you were diagnosed subsequent to receiving a COVID-19 vaccination at the Kent Pharmacy and that you claim resulted from Kent Pharmacy's alleged failure to safely administer the COVID-19 vaccination in breach of public health standards. **Please provide name(s), address(es) and phone number(s) for each such medical professional.**

--

6. Supporting Documentation

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

Attach to this Claim Form documentation from the licensed psychologist or psychiatrist who diagnosed you with psychological harm demonstrating the following: (i) that you suffered psychological harm arising from the COVID-19 vaccination administered at the Kent Pharmacy

and which psychological harm exceeded four months; and (ii) the date of your psychological harm diagnosis. Please note that you **must** submit supporting documentation to make a claim under Fund 2.

7. Privacy Statement

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

8. Signature & Date

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

Date

Signature of Class Member (or Representative)

Printed Name of Class Member (or Representative)

Date

Signature of Class Member's Lawyer (if any)

Printed Name of Class Member's Lawyer

9. Reminder Checklist

I have reviewed this Claim Form for completeness and correctness.

I have signed and dated this Claim Form.

I have attached the required supporting medical documentation for psychological harm under Fund 2.

I have made a copy and kept a copy of this Claim Form and all supporting documentation for my records.

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

Once completed and signed, submit this Claim Form with the required supporting documentation attached to the Claims Administrator by mail, courier or email at the Claims Administrator's contact information below **on or before [INSERT DATE]**.

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

Attn: Kent Pharmacy Class Action Settlement Claims Administrator
MNP Ltd.
2000, 112-4th Avenue SW
Calgary, AB T2P 0H3

**[INSERT Toll-Free number and
Claims Administrator email address]**

Please note that if your Claim is successful, the Claims Administrator will mail the individual compensation cheques within **[INSERT X]** days of the completion of the Successful Claims Report. This process will take some time, and your patience is appreciated. When the cheques have been mailed, an announcement will be posted on Class Counsel's website at (www.dusevicgarchalaw.ca). Please check Class Counsel's website periodically for updates on the status of the proposed Settlement.

If you have any questions about this Claim Form or the proposed Settlement generally, please visit Class Counsel online at (www.dusevicgarchalaw.ca) or email ksgarcha@dusevicgarchalaw.ca or call 1-844-878-0444.

This Notice was approved by order of the Supreme Court of British Columbia.

**Schedule “C1” - (Short Form) Notice of Certification and Settlement Approval
Hearing**

Schedule "C1"
Notice of Certification and Settlement Approval Hearing (Short Form)

**KENT PHARMACY COVID-19 VACCINATION
CLASS ACTION**

NOTICE OF CERTIFICATION & SETTLEMENT APPROVAL HEARING

PLEASE READ CAREFULLY

IGNORING THIS NOTICE WILL AFFECT YOUR LEGAL RIGHTS

WHO IS THIS NOTICE FOR?

This Notice is directed to: All persons resident in British Columbia who received a COVID-19 vaccination at the Kent Pharmacy located at 424 Columbia Street, New Westminster, British Columbia between August 24 and 26, 2021, inclusive, and who were contacted by the Fraser Health Authority by letter advising them that the syringe barrel or plunger was reused amongst patients and that they were at risk of contracting hepatitis B, hepatitis C and/or human immunodeficiency ("HIV") and to take three blood tests over the next three months: at three weeks, six weeks and three month intervals.

The Class Action alleges that the Defendants failed to administer the COVID-19 vaccination in a safe and careful manner that did not cause injury or harm to Class Members or the serious risk of exposure or contracting a blood-borne illness, including hepatitis B, hepatitis C and/or HIV.

The Defendants have denied, and continue to deny, the allegations against them in the Class Action. The parties have reached a proposed settlement ("Settlement"), subject to the approval of the Supreme Court of British Columbia.

On **[insert date]**, the Class Action was certified by consent of the parties as a class action by Order of the Supreme Court of British Columbia. The certification order appoints Joshua Jonsen to act as the representative Plaintiff for the Class.

FOR MORE INFORMATION:

If you have questions about the Settlement and/or would like to obtain more information and/or the Long Form of this Notice and/or copies of the Settlement Agreement and related documents, please visit the website of Class Counsel, Dusevic & Garcha, or contact the Claims Administrator at the address described below:
MNP Ltd. – Class Action Claims Administration
2000, 112 – 4th Avenue SW
Calgary, AB T2P 0H3
Toll-Free: **[insert phone number]**
www.dusevicgarchalaw.ca

**THE SETTLEMENT REQUIRES
COURT APPROVAL**

For the Settlement to become effective, Court - approval is necessary. The Court must be satisfied that the Settlement is fair, reasonable and in the best interests of Class Members. The Settlement Approval Hearing has been scheduled to be heard before the Supreme Court of British Columbia on **[insert date]**.

WHAT IS THE PROPOSED SETTLEMENT?

The Settlement provides for the creation of two funds: Fund 1 in the amount for \$307,200 and Fund 2 in the amount of \$200,000, which will be used to pay compensation to approved Claimants, including court-approved Class Counsel legal fees, disbursements, and applicable taxes. Each approved Claimant shall be entitled to payment, to a maximum of \$3,200 from Fund 1 without proof of injury or damage. Each approved Claimant shall be entitled to a further payment, to a maximum of \$5,000, from Fund 2, on establishing that they suffered psychological harm exceeding four months with proof of psychological or psychiatric treatment.

If the Settlement is approved, the proposed compensation protocol and Claim Form, which are also subject to Court-approval, will be made available on Class Counsel's website, www.dusevicgarchalaw.ca, and may be requested from the Claims Administrator.

THE RIGHT TO OPT OUT OR TO OBJECT

You have the right to exclude yourself from the Class Action and from the Settlement by delivering the Opt Out Form before **[insert date]**, to the Claims Administrator. If you do not opt out and the Settlement is approved and becomes effective, you will be bound by the Settlement which includes a release of your claims.

If you wish to object to the Settlement, you must submit a written objection to the Claims Administrator before **[insert date]**, at the address listed in this Notice. Class Counsel will file copies of all objections with the Court. Do **NOT** send an objection directly to the Court.

Opt Out and Objection forms are available online at Class Counsel's website:
www.dusevicgarchalaw.ca

PARTICIPATING IN THE SETTLEMENT

If the Settlement is approved by the Courts, Claimants will have a limited amount of time within which to submit a claim for compensation. If the Settlement is approved, the Claim Form will be made available on Class Counsel's website and will be processed and finalized by the Claims Administrator if the proposed Settlement is approved. If you intend to submit a Claim under the Settlement, you must do so on or before the expiry of the Claims Period, which will be posted on Class Counsel website, www.dusevicgarchalaw.ca.

LEGAL FEES

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

WHO REPRESENTS ME? CLASS COUNSEL ARE:

Dusevic & Garcha
Barristers & Solicitors
210-4603 Kingsway
Burnaby, BC V5H 4M4

K.S. Garcha
Tel: (604)-436-3315 or 604-435-4444
Toll-Free: 1-844-878-0444
ksgarcha@dusevicgarchalaw.ca

www.dusevicgarchalaw.ca

This Notice was approved by order of the Supreme Court of British Columbia.

**Schedule “C2” - (Long Form) Notice of Certification and Settlement Approval
Hearing**

Schedule "C2": Notice of Certification and Settlement Approval Hearing (Long Form)

KENT PHARMACY CLASS ACTION: NOTICE OF CERTIFICATION AND SETTLEMENT APPROVAL HEARING

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

Who is this Notice for?

This Notice is for all resident persons in British Columbia who (1) attended at premises owned or operated by the Defendant, Kent Pharmacy, at 424 Columbia Street, New Westminster, British Columbia on August 24, 25 or 26, 2021 and received a COVID-19 vaccination, and which person is named and identified on a list of 96 people that received the subject COVID-19 vaccinations on August 24, 25 or 26, 2021 and (2) were contacted by Fraser Health Authority by letter advising them that the syringe barrel was re-used among patients and that they were at risk of contracting hepatitis B, hepatitis C and or human immunodeficiency ("HIV") and to take three blood tests over the next three months: at three weeks, six weeks and three month intervals ("**Class Members**").

What is the Purpose of this Notice?

A proposed Settlement has been reached in a certified class action lawsuit against Bhanu Prasad Seelaboyina, Kent Pharmacy Ltd. and Fabia Kara (the "**Defendants**"): *Joshua Richard Jonsen v. Bhanu Prasad Seelaboyina, Kent Pharmacy and Fabia Kara*, Supreme Court of British Columbia, Action No. S219811. The lawsuit alleges that the Defendants failed to safely administer COVID-19 vaccinations by re-using the same syringe barrel among patients so as to expose the Plaintiff and Class Members to the risk of contracting hepatitis B, hepatitis C and/or HIV. The Defendants deny any liability whatsoever, and the Court did not decide who was right. The Parties have instead decided to settle the lawsuit.

The purpose of this Notice is:

- (1) to inform all Class Members of a proposed Settlement in this class action;
- (2) to advise all Class Members of the Settlement Approval Hearing, at which the Supreme Court of British Columbia will consider whether to approve the proposed Settlement;
- (3) to advise all Class Members of their right to opt-out of this Action on or before **[INSERT DATE]**; and
- (4) to advise all Class Members of their entitlement to file objections to the proposed Settlement on or before **[INSERT DATE]**.

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

The proposed Settlement provides for the creation of two funds: Fund 1 in the amount of \$307,200.00 and Fund 2 in the amount of \$200,000.00, which will be used to pay compensation to approved Class Members, including court-approved Class Counsel legal fees, disbursements and applicable taxes. Each approved Class Member will be entitled to a payment of \$3,200 from Fund 1 without proof of injury or damage, subject to any Court approved deductions for Class Counsel legal fees, and subject to *pro rata* reductions

Questions? Visit www.dusevicgarchalaw.ca or call 1-844-878-0444 (toll free)

from the total payable in the event claims on Fund 1 exceed the sums held in Fund 1. Each approved Class Member will be entitled to a further payment, to a maximum of \$5,000, from Fund 2, on establishing that they suffered psychological harm exceeding four months with proof of psychological or psychiatric treatment.

Contact the Claims Administrator, MNP Ltd. [INSERT Claims Administrator physical address, email address and toll-free number], or Dusevic & Garcha ("Class Counsel") for more information about eligibility and supporting evidence for making a Claim, www.dusevicgarchalaw.ca.

SETTLEMENT APPROVAL HEARING: The proposed Settlement and Class Counsel Fees must be approved by the Court before they become effective. The Court will decide whether or not to approve the proposed Settlement and Class Counsel Fees on [INSERT DATE] at 10:00 a.m. Pacific Time at the Courthouse, 800 Smithe, Vancouver, British Columbia, V6Z 2E1. Check [Claims Administrator email address and toll-free number] or Class Counsel's website, www.dusevicgarchalaw.ca, regularly after that date to see if the proposed Settlement has been approved.

YOUR LEGAL RIGHTS AND OPTIONS:

- If the Court approves the proposed Settlement, you can **participate** by submitting a Claim for compensation. If you wish to participate, you are not required to do anything until after the proposed Settlement is approved pursuant to the Settlement Approval Hearing.
- You can **object** to the proposed Settlement and attend the Settlement Approval Hearing to present that objection. If you wish to object, you must submit a signed and completed Objection Form to the Claims Administrator on or before [INSERT Objection Deadline]. A copy of the Objection Form can be obtained from [Claims Administrator email address and toll-free number] or Class Counsel's website, www.dusevicgarchalaw.ca, or by reaching out to Class Counsel by telephone (1-844-878-0444) or email (ksgarcha@dusevicgarchalaw.ca).

FREQUENTLY ASKED QUESTIONS

(1) Why did I receive this Notice?

You are receiving this Notice because the records of the Defendants indicate that you received a COVID-19 vaccination from the Defendants on August 24, 25 or 26, 2021, and you are a person that is named and identified on a list of 96 people that received the subject COVID-19 vaccinations on August 24, 25 or 26, 2021 and were contacted by the Fraser Health Authority by letter advising that the syringe barrel was re-used among patients and that they were at risk of contracting hepatitis B, hepatitis C and/or HIV and to take three blood tests over the next three months: at three weeks, six weeks and three month intervals.

Questions? Visit www.dusevicgarchalaw.ca or call 1-844-878-0444 (toll free)

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

(2) What is the class action about?

Joshua Richard Jonsen v. Bhanu Prasad Seelaboyina, Kent Pharmacy and Fabia Kara, Supreme Court of British Columbia, Action No. S219811 is a certified class action against the Defendants. The lawsuit alleges that the Defendants failed to safely administer COVID-19 vaccinations by re-using the same syringe barrel among patients so as to expose the Plaintiff and Class Members to the risk of contracting hepatitis B, hepatitis C and/or HIV. The Defendants deny any liability.

(3) Why is there a Settlement?

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

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

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

For the purposes of the proposed Settlement, all resident persons in British Columbia who (1) attended at premises owned or operated by the Defendants, at 424 Columbia Street, New Westminster, British Columbia on August 24, 25 or 26, 2021 and received a COVID-19 vaccination, and which person is named and identified on a list of 96 people that received the subject COVID-19 vaccinations on August 24, 25 or 26, 2021 and (2) were contacted by Fraser Health Authority by letter advising them that the syringe barrel was re-used among patients and that they were at risk of contracting hepatitis B, hepatitis C and HIV and to take three blood tests over the next three months are Class Members. Where such person is deceased, the personal representative of the estate of the deceased person is a Class Member.

(5) Who is excluded from the Settlement?

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

- (a) you are not a Class Member under the terms of the Settlement Agreement;
- (b) you previously and validly opted out of this class action in writing; and/or

Questions? Visit www.dusevicgarchalaw.ca or call 1-844-878-0444 (toll free)

- (c) you previously settled claims against the Defendants and executed a release in favour of the Defendants in relation to matters that are the subject of this class action.

(6) What is available under the Settlement?

The proposed Settlement provides for the creation of two funds: Fund 1 in the amount of \$307,200 and Fund 2 in the amount of \$200,000, which will be used to pay compensation to approved Claimants, including court-approved Class Counsel legal fees, disbursements, and applicable taxes. Each approved Claimant will be entitled to a payment of \$3,200 from Fund 1 without proof of injury or damage, subject to any court- approved deductions for Class Counsel legal fees, and subject to *pro rata* deductions from the total payable in the event claims on Fund 1 exceed the sums held in Fund 1. Each approved Class Member Claimant will be entitled to a further payment, to a maximum of \$5,000, from Fund 2, on establishing that they suffered psychological harm exceeding four months with proof of psychological or psychiatric treatment.

Net settlement proceeds will be allocated among the approved Claimants in accordance with the compensation agreement section of the Settlement Agreement, which can be found at section 9 of the Settlement Agreement.

If the proposed Settlement is approved, Class Counsel will make an application for Class Counsel legal fees of 33% of the total Settlement Amount plus taxes and disbursements to be paid from the Settlement Amount. Approval of the proposed Settlement is not contingent on the outcome of any application regarding Class Counsel legal fees.

The Settlement Agreement is conditional upon approval by the British Columbia Ministry of Health (the “**Ministry**”) pursuant to the *Health Care Costs Recovery Act* or upon the Defendants settling any claims with the Ministry that the Ministry may advance in relation to the subject matter of the Action.

Any undistributed balance of the Settlement Amount will be returned to the Defendants.

(7) How do I make a Claim?

The claims process has not yet begun. If the proposed Settlement is approved by the Court at the Settlement Approval Hearing to be held on **[INSERT DATE, TIME & PLACE]**, you will receive the Notice of Settlement Approval and Claims Procedure that sets out how you may make a Claim by doing the following:

- (1) fill out the Claim Form;
- (2) include the supporting evidence and documentation specified on the Claim Form; and
- (3) submit the Claim Form and supporting evidence and documentation to the Claims Administrator by mail or courier (at the address listed on the Claim Form) or by email (at the email address listed on the Claim Form) on or before the deadline to submit a Claim Form, which is **[INSERT DATE]**.

Please keep a copy of your completed Claim Form and all of the supporting evidence and

Questions? Visit www.dusevicgarchalaw.ca or call 1-844-878-0444 (toll free)

documentation you submit for your own records.

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

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

Supporting information and/or documentation must be submitted with the Claim Form for those Class Members making a claim. For claims being made under Fund 2 the supporting documentation required is medical documentation from a licensed British Columbia psychologist or psychiatrist demonstrating that you suffered psychological harm that exceed four months after receiving the subject COVID-19 vaccination from the Defendants and received treatment in regards thereto.

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

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

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

The Claims Administrator will mail individual compensation cheques to approved Claimants at the postal addresses you indicated in your Claim Form.

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

(11) Who will review my Claim?

The Parties agree that they will seek to have the Court appoint a Claims Administrator who will be tasked with implementing and administering the proposed Settlement and the claims process. The Claims Administrator will conduct an initial review of all Claims to verify that each Claimant is eligible to claim compensation.

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

Questions? Visit www.dusevicgarchalaw.ca or call 1-844-878-0444 (toll free)

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

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

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

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

Dusevic & Garcha 210 – 4603 Kingsway Burnaby, BC V5H 4M4 Toll-Free Telephone: 1-844-878-0444 Email: ksgarcha@dusevicgarchalaw.ca
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(14) How will the lawyers representing the Class be paid?

At the Settlement Approval Hearing, Class Counsel will ask the Court for approval of the payment of their fees and other expenses out of the \$507,200.00 Settlement fund. It will be up to the Court to approve or determine the amount that Class Counsel will receive from the \$507,200.00 Settlement fund. The Court may award something less than the amount requested by Class Counsel.

You may continue to check on the progress of Class Counsel's request for fees and expenses by visiting www.dusevicgarchalaw.ca.

(15) What if I don't want to participate in this Action?

If you are a Class Member and do not wish to participate in the Action, then you must Opt-Out of this Action.

To validly Opt-Out, you must submit a **signed and completed** Opt-Out Form to the Claims Administrator on or before the Opt-Out Deadline, **[INSERT DATE]**. Be sure to include the following information in the Opt-Out Form:

- (i) your full name, address, email address, and telephone number;
- (ii) brief statement of your reason for opting-out of the Action; and
- (iii) your signature.

Questions? Visit www.dusevicgarchalaw.ca or call 1-844-878-0444 (toll free)

Opt-Outs must be sent by mail, courier or email to the Claims Administrator on or before the Opt-Out Deadline, **[INSERT Opt-Out Deadline]** using the Opt-Out Form, which can be obtained by requesting a copy from the Claims Administrator at **[Claims Administrator email address and toll-free number]** or from Class Counsel by downloading a copy at www.dusevicgarchalaw.ca. Opt-Outs submitted after this date will not be considered.

(16) What if I want to participate in the Action, but I don't agree with the Settlement?

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

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

- (i) your full name, address, email address, and telephone number;
- (ii) a statement that you meet the criteria for membership in the Class;
- (iii) the date that you received a COVID-19 vaccination from the and whether you suffered any psychological harm that exceeded four months and received treatment from a British Columbia licensed psychologist or psychiatrist;
- (iv) a written statement of all factual and legal grounds for your objection accompanied by any legal support for your objection;
- (v) copies of any papers, briefs or other documents upon which your objection is based;
- (vi) a statement setting out whether you intend to appear at the Settlement Approval Hearing;
- (vii) a statement setting out whether you intend to appear at the Settlement Approval Hearing through counsel, and if so, identifying any counsel representing you who intends to appear at the Settlement Approval Hearing; and
- (viii) your signature.

Objections must be sent by mail, courier or email to the Claims Administrator on or before the Objection Deadline, **[INSERT Objection Deadline]** using the Objection Form, which can be obtained by requesting a copy from the Claims Administrator at **[Claims Administrator email address and toll-free number]** or from Class Counsel by downloading a copy at www.dusevicgarchalaw.ca. Objections submitted after this date will not be considered.

Questions? Visit www.dusevicgarchalaw.ca or call 1-844-878-0444 (toll free)

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

(17) What is the Settlement Approval Hearing?

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

(18) When is the Settlement Approval Hearing?

The Settlement Approval Hearing will take place before the Supreme Court of British Columbia on **[INSERT DATE]** at 10 a.m. Pacific Time at the Courthouse, 800 Smithe Street, Vancouver, British Columbia, V6Z 2E1.

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

At the Settlement Approval Hearing, the Court will also decide how much to pay Class Counsel. That amount will be paid out of the \$507,200.00 Settlement fund.

If the proposed Settlement is approved, a Notice of Settlement Approval and Claims Procedure will be sent out by the Claims Administrator to the Claimants notifying them of the Settlement and how to make a Claim for compensation under the Settlement. The Notice of Settlement Approval and Claims Procedure will also be posted at Class Counsel's website, www.dusevicgarchalaw.ca.

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

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

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

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

Questions? Visit www.dusevicgarchalaw.ca or call 1-844-878-0444 (toll free)

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

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

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

(21) How can I get more information?

This Notice summarizes the essential terms of the proposed Settlement. The Settlement Agreement and its schedules, which you can view at www.dusevicgarchalaw.ca, which describes in greater detail the rights and obligations of all the Parties. If there is any conflict between this Notice and the Settlement Agreement, the Settlement Agreement governs.

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

The court offices will be unable to answer any questions about the matters in this Notice. If you have any questions regarding the proposed Settlement or about the class action lawsuit in general, information is available at Class Counsel's website at www.dusevicgarchalaw.ca or by contacting Class Counsel directly:

Dusevic & Garcha
210 – 4603 Kingsway
Burnaby, British Columbia
Toll-Free Telephone: 1-844-878-0444
Email: ksgarcha@dusevicgarchalaw.ca

If the Court approves the proposed Settlement and the Settlement Agreement is not terminated, the Notice of Settlement Approval and Claims Procedure will be posted to Class Counsel's website: www.dusevicgarchalaw.ca. Check Class Counsel's website regularly after the Settlement Approval Hearing for the most up-to-date information.

This Notice was approved by order of the Supreme Court of British Columbia.

Questions? Visit www.dusevicgarchalaw.ca or call 1-844-878-0444 (toll free)

Schedule “D” - Notice Plan

SCHEDULE "D":

NOTICE PLAN

All capitalized terms not otherwise defined have the meanings ascribed to them in the Settlement Agreement. The Notice of Certification and Settlement Approval Hearing (Short Form and Long Form) shall be disseminated as follows:

1. The Notice of Certification and Settlement Approval Hearing (Short form) will be sent by direct mail and/or email by the Claims Administrator to Class Members pursuant to the List of Class Members, or to any person who has requested it or who has inquired about the Class Proceeding. The Notice of Certification and Settlement Approval Hearing (Short Form) will be sent in English.
2. The Notice of Certification and Settlement Approval Hearing (Short Form) will be sent by email by the Claims Administrator to the British Columbia Ministry of Health.
3. Class Counsel will post the Notice of Certification and Settlement Approval Hearing (Short form and Long Form) on Class Counsel's website.

The Notice of Settlement Approval and Claims Procedure shall be disseminated as follows:

1. The Notice of Settlement Approval and Claims Procedure will be sent by direct mail and/or email by the Claims Administrator to Class Members pursuant to the List of Class Members, not including the Class Members who have duly Opted-Out of the Action by filing the applicable Opt-Out Form with Claims Administrator before the Opt-Out Deadline. The Notice of Settlement Approval and Claims Procedure will be sent in English.
2. The Notice of Settlement Approval and Claims Procedure will be sent by email by the Claims Administrator to the British Columbia Ministry of Health.

3. Class Counsel will post the Notice of Settlement Approval and Claims Procedure on Class Counsel's website.

Schedule “E” - Objection Form

Schedule "E": Objection Form

KENT PHARMACY CLASS ACTION SETTLEMENT: OBJECTION FORM

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

BY OBJECTING TO THE PROPOSED SETTLEMENT, YOU ARE NOT OPTING OUT OF THE PROPOSED SETTLEMENT OR THE ACTION IN ANY WAY AND YOU WILL REMAIN A CLASS MEMBER TO THIS ACTION.

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

1. Objector Identification

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

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

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

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

YOU ARE SUBMITTING THIS OBJECTION FORM ON BEHALF OF SOMEONE WHO IS:		
☐ DECEASED	☐ A MINOR	☐ OTHER REASON (Identify):

3. The Objector's Membership in the Class

The Objector is a Class Member, meaning a person who (1) attended at premises owned or operated by the Defendant, Kent Pharmacy, at 424 Columbia Street, New Westminster, British Columbia on August 24, 25 or 26, 2021 and received a COVID-19 vaccination, and which person is named and identified on a list of 96 people that received the subject COVID-19 vaccinations on August 24, 25 or 26, 2021 and (2) were contacted by Fraser Health Authority by letter advising them that the syringe barrel was re-used among patients and that they were at risk of contracting hepatitis B, hepatitis C and or human immunodeficiency ("HIV") and to take three blood tests over the next three-months: at three weeks, six weeks and three month intervals, or where such person is deceased, the personal representative of the estate of the deceased person.

☐ Check the box if the statement above is correct.

4. Objection

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

5. The Settlement Approval Hearing

The Supreme Court of British Columbia will hold the Settlement Approval Hearing on **[INSERT DATE]** at 10a.m. Pacific Time at the Courthouse, 800 Smithe Street, Vancouver, British Columbia V6Z 2E1.

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

If "yes," will you be participating through a lawyer? ☐ Yes ☐ No

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

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

6. Signature & Date

Date

Signature of Objector (or Representative)

Printed of Objector (or Representative)

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

Attn: Kent Pharmacy Class Action Settlement Claims Administrator

MNP Ltd.
 2000, 112 – 4th Avenue SW
 Calgary, AB T2P 0H3

[INSERT email address and toll-free number]

Schedule “F” - Opt-Out Form

SCHEDULE "F": OPT OUT FORM

OPT OUT FORM

KENT PHARMACY CLASS ACTION

This is **NOT** a Claim Form. This is **NOT** an Objection Form. Completing this Opt-Out Form will exclude you from receiving any compensation from any settlement or judgment in the Class Proceeding described below.

To opt-out, this form must be properly completed and sent to the Claims Administrator by email, regular mail, or courier at the following address:

email: **[INSERT Claims Administrator email address]**_____

mail or courier: **[INSERT Claims Administrator physical address]**_____

I, _____ (print full name), elect to opt out of the Kent Pharmacy Class Action. I declare that I do not want to be a Class Member and elect to be excluded from any judgments entered pursuant to the Settlement in:

Joshua Richard Jonsen v. Bhanu Prasad Seelaboyina, Kent Pharmacy and Fabina Kara, Supreme Court of British Columbia, Action No. S219811, Vancouver Registry

I declare that on or about August 24, 25 or 26, 2021, I attended Kent Pharmacy, located at 424 Columbia Street, New Westminster, British Columbia and received a COVID-19 vaccination.

I understand and accept that by opting out of this Class Action:

1. I will not participate in this Class Action;
2. that Class Counsel will not represent me and are not permitted to assist me in any way;
3. that I will be responsible for all legal fees and costs that may be incurred by me if I choose to pursue my own individual claim; and
4. that I will not participate in any benefits arising from the Settlement or the Class Proceeding.

In order to be effective, this form must be fully completed and sent to the Claims Administrator at the address set out above and must be received or postmarked no later than **[INSERT date]**. Opt Out Forms received or postmarked after **[INSERT date]** will not be accepted. For more information on the Kent Pharmacy Class Action, please visit Class Counsel website at **www.dusevicgarchalaw.ca**.

Your name: _____ (required)

Your address: _____ (required)

Your email address: _____ (optional)

Date _____ Signature _____

Schedule "G" - Individual Payments

Class Members	
Category	Maximum Possible Compensation Amount
A. Fund 1 Claimants	\$3,200
B. Fund 2 Claimants	\$3,200 (Fund 1) + \$5,000 (Fund 2) Total: \$8,200