

APPENDIX “G”–LONG FORM NOTICE
NOTICE OF SETTLEMENT APPROVAL

**THIS NOTICE IS TO ALL INDIVIDUALS WHO RECEIVED DENTAL SERVICES PRIOR
TO JUNE 9, 2017 AT THE OFFICE OF DR. VIVEK (VICK) HANDA AND UPPER MIDDLE
DENTAL LOCATED AT 1900 WALKERS LINE IN BURLINGTON, ONTARIO**

READ THIS NOTICE CAREFULLY AS IT MAY AFFECT YOUR LEGAL RIGHTS

1. What is the purpose of this Notice?

This Notice is for all persons who received dental services from DR. VIVEK (VICK) HANDA, UPPER MIDDLE DENTAL and VICK HANDA DENTISTRY PROFESSIONAL CORPORATION (“the Defendant”), prior to June 9, 2017, and their family members.

The Ontario Superior Court of Justice has approved the settlement of this class action against the Defendant on behalf of the Class. The Court has now determined that the Settlement Agreement is fair, reasonable, and in the best interest of the Class, and it has been approved.

The class action alleged that the Class Members were exposed to Hepatitis B, Hepatitis C and/or HIV after receiving dental services from the Defendant prior to June 9, 2017.

2. What are the settlement benefits?

The Defendant has agreed to pay the all-inclusive sum of \$1,611,500 CAD in full and final settlement of all claims, including Class Counsel fees, in return for a comprehensive release from the Class and the Ontario Ministry of Health, and a dismissal of the class action. Additionally, the Defendant has agreed to pay all Claims Administration and Claims Adjudication expenses. The Settlement Agreement constitutes a compromise of all disputed claims, without any admission or findings of liability or wrongdoing against the Defendant.

The detailed terms of the Proposed Settlement are set out in the Settlement Agreement between the parties. The Settlement Agreement and Distribution Protocol can be found at www.handadentalsettlement.com.

3. Who can submit a claim?

Class Members can claim part of the Settlement Fund on the following basis:

- (A) The Class Member was exposed to Hepatitis B, Hepatitis C and/or HIV after receiving dental services from the Defendant prior to June 9, 2017, and may have seen a doctor and/or gone for laboratory testing, but did not contract Hepatitis B, Hepatitis C and/or HIV (the “Exposed Class”); or
- (B) The Class Member contracted Hepatitis B, Hepatitis C and/or HIV after receiving dental services from the Defendant prior to June 9, 2017 (the “Infected Class”);
- (C) The Class Member contracted Hepatitis B, Hepatitis C and/or HIV from a member of the Infected Class who had already contracted Hepatitis B, Hepatitis C and/or HIV after receiving dental services from the Defendant prior to June 9, 2017 (the “Cross-Infected Class”); and
- (D) All living parents, grandparents, children, siblings and spouses within the meaning of section 61 of the Family Law Act, R.S.O. 1990, c.F-3, as amended, of the persons described in paragraphs (B) and (C) above (the “FLA Class”).

If you meet the Class definition set out above, you are a member of the Class. Class Members making a claim will essentially fall into one of two categories:

The **first category** includes Class Members who were only *exposed* to, but did not contract, Hepatitis B, Hepatitis C or HIV after receiving dental services provided by the Defendant prior to June 9, 2017. Each Eligible Claimant who makes a proper claim prior to the Claim Deadline shall be paid a pro rata share of the Uninfected Claims Fund, to a maximum of \$500 payable to each Authorized Claimant, and the Claims Administrator shall pay this compensation to the Authorized Claimant.

The **second category** includes Class Members who can establish that they contracted Hepatitis B, Hepatitis C or HIV after receiving dental services provided by the Defendant prior to June 9, 2017. This category can include those who were cross-infected by an infected Class Member, meaning the cross-infected Class Member contracted Hepatitis B, Hepatitis C or HIV from another Class Member who contracted Hepatitis B, Hepatitis C or HIV after receiving dental services provided by the Defendant prior to June 9, 2017. There are certain monetary limits for general damages (pain and suffering) and various special damages that can be claimed, but entitlement to any damages first requires the Class Member to prove, on a balance of probabilities, that he or she contracted Hepatitis B, Hepatitis C or HIV after and as a result of receiving dental services provided by the Defendant prior to June 9, 2017.

Under this second category, claims can also be made by parents, grandparents, children, siblings or spouses (within the meaning of section 61 of the *Family Law Act*, R.S.O. 1990, c.F-3) of the infected or cross-infected Class Member.

4. How do I submit a claim?

To be eligible to receive part of the Settlement Fund, Class Members must submit a completed Claim Form to the Claims Administrator, RicePoint, **postmarked by no later than June 14, 2021.**

A person who submits a claim to the Claims Administrator is considered a “Claimant,” but only Class Members who meet specific criteria are entitled to a portion of the Settlement Funds (an “Authorized Claimant”). It is the Claims Administrator’s responsibility to determine if a person who submits a claim is a Class Member, and ultimately whether the Class Member is entitled to a portion of the Settlement Fund (an “Eligible Claimant”). This determination requires two steps.

First, the Claims Administrator must determine if a Claimant is an “Eligible Claimant.” A Class Member who submits a claim to either the Infected Claims Fund or the Uninfected Claims Fund before the Claims Bar Deadline may be considered an “Eligible Claimant” if all conditions are met. The criteria to determine whether a Claimant is an “Eligible Claimant” is different depending on the category that a person makes a claim under.

Being an Eligible Claimant **DOES NOT** automatically entitle the Class Member to a portion of the Settlement Fund.

Second, an Eligible Claimant must be an “Authorized Claimant.” Only Authorized Claimants will receive a portion of either the Infected Claims Fund or the Exposed Claims Fund.

STEP ONE—CRITERIA FOR “ELIGIBLE CLAIMANTS” **(INFECTED AND UNINFECTED CLAIMANTS)**

If you are making a claim to the Uninfected Claims Fund:

Class Members who were only *exposed* to, but did not contract Hepatitis B, Hepatitis C or HIV after receiving dental services provided by the Defendant prior to June 9, 2017 that wish to make a claim **must**:

- (a) provide Proof of Identification to the Claims Administrator;
- (b) be found by the Claims Administrator to be a Class Member as defined by the Settlement Agreement, or is found by the Claims Administrator to be named on the Class Member List; and
- (c) provide the Claims Administrator with a Solemn Declaration declaring that he or she:
 - (i) received dental services from the Defendant prior to June 9, 2017;
 - (ii) was advised that he or she was exposed to Hepatitis B, Hepatitis C and HIV.

The Claims Administrator will determine if a Claimant is an Eligible Claimant by using the documentation produced by the Claimant. This means that the Claims Administrator must determine that it is more likely than not that the Claimant fits the criteria of an Eligible Claimant. The Claims Administrator will provide notice to the Claimant within thirty (30) days of receipt of the documentation produced to notify the Claimant of whether or not they have been accepted as an Eligible Claimant.

If the Claims Administrator determines that a Claimant is not an Eligible Claimant, the Claims Administrator will notify the Claimant that they are ineligible and the reason for ineligibility will be provided. The Claimant will have thirty (30) days from the date they receive notice that they are ineligible to establish to the satisfaction of the Claims Administrator that he or she is an Eligible Claimant.

The Claims Administrator will determine if an Eligible Claimant is an Authorized Claimant under the *Exposed Only* category. If the Claims Administrator determines that a Claimant is an Eligible Claimant for the purpose of making a claim to the Uninfected Claims Fund, that Eligible Claimant **is deemed** to be an Authorized Claimant. You will not need to do anything more to be entitled to compensation.

If you are making a claim to the Infected Claims Fund (as an Infected Class Member):

Class Members who believe they can prove, on a balance of probabilities (meaning *it is more likely than not*) that they contracted Hepatitis B, Hepatitis C or HIV after receiving dental services provided by the Defendant prior to June 9, 2017, must first:

- (a) provide Proof of Identification to the Claims Administrator;
- (b) be found by the Claims Administrator to be a Class Member as defined by the Settlement Agreement, or is found by the Claims Administrator to be named on the Class Member List; and
- (c) provide to the Claims Administrator an Ontario laboratory test report confirming that he or she was Positive for Hepatitis B, Hepatitis C or HIV on a date that follows the Class Member receiving dental services provided by the Defendant, and prior to June 9, 2017.

The Claims Administrator will determine if a Claimant is an Eligible Claimant by using the documentation produced by the Claimant. This means that the Claims Administrator must determine that it is more likely than not that the Claimant fits the criteria of an Eligible Claimant. The Claims Administrator will provide notice to the Claimant within thirty (30) days of receipt of the documentation produced to notify the Claimant of whether or not they have been accepted as an Eligible Claimant.

If the Claims Administrator determines that a Claimant is not an Eligible Claimant, the Claims Administrator will notify the Claimant that they are ineligible and the reason for ineligibility will be provided. The Claimant will have thirty (30) days from the date they receive notice that they are ineligible to establish to the satisfaction of the Claims Administrator that he or she is an Eligible Claimant.

If you are making a claim to the Infected Claims Fund (as a Cross-Infected Class Member):

Class Members who believe they can prove, on a balance of probabilities (meaning *it is more likely than not*) that they were cross-infected by an infected Class Member, meaning the cross infected Class Member contracted Hepatitis B, Hepatitis C or HIV from another Class Member who contracted Hepatitis B, Hepatitis C or HIV after receiving dental services provided by the Defendant prior to June 9, 2017, can make a claim under this category. To make a proper claim under this category, Class Members **must**:

- (a) provide Proof of Identification to the Claims Administrator;
- (b) provide a Sworn Declaration that they were in a relationship of sufficient proximity, including but not limited to a conjugal relationship, with another Claimant (an Infected Class Member). Additionally, the Class Member and this other Claimant must:
 - (i) provide Proof of Identification;
 - (ii) be found by the Claims Administrator to be a Class Member as defined by the Settlement Agreement or is found by the Claims Administrator to be named on the Class Member List; and
 - (iii) provide to the Claims Administrator an Ontario laboratory test report confirming that he or she was Positive for Hepatitis B, Hepatitis C or HIV on a date that follows the Class Member receiving dental services provided by the Defendant, and prior to June 9, 2017.
- (c) provide to the Claims Administrator an Ontario laboratory test report confirming that he or she was Positive for Hepatitis B, Hepatitis C or HIV on a date that follows the related Infected Class Member receiving dental services provided by the Defendant, and prior to June 9, 2017.

The Claims Administrator will determine if a Claimant is an Eligible Claimant by using the documentation produced by the Claimant, and by applying the civil evidentiary standard of the balance of probabilities. This means that the Claims Administrator must determine that it is more likely than not that the Claimant fits the criteria of an Eligible Claimant. The Claims Administrator will provide notice to the Claimant within thirty (30) days of receipt of the documentation produced to notify the Claimant of whether or not they have been accepted as an Eligible Claimant.

If the Claims Administrator determines that a Claimant is not an Eligible Claimant, the Claims Administrator will notify the Claimant that they are ineligible and the reason for ineligibility will be provided. The Claimant will have thirty (30) days from the date they receive notice that they are ineligible to establish to the satisfaction of the Claims Administrator that he or she is an Eligible Claimant.

If you are making a claim to the Infected Claims Fund (as an FLA Class Member):

Class Members under this category who can establish that they are the parent, grandparent, child, sibling, or spouse of an infected or cross-infected Class Member (within the meaning of section 61 of the *Family Law Act*, R.S.O. 1990, c F-3), can make a claim under this category. To make a proper claim under this category, Class Members **must**:

- (a) Provide Proof of Identification to the Claims Administrator;
- (b) A Sworn Declaration that the Claimant is the parent, grandparent, child, sibling or spouse within the meaning of section 61 of the Family Law Act, R.S.O. 1990, c.F-3, as amended, of an Infected Class Member, and this Infected Class Member must:
 - (i) have received dental services from the Defendant prior to June 9, 2017; and
 - (ii) provide an Ontario laboratory test report confirming that he or she was Positive for Hepatitis B, Hepatitis C or HIV on a date that follows the Infected Class Member receiving dental services provided by the Defendant, and prior to June 9, 2017.

The Claims Administrator will determine if a Claimant is an Eligible Claimant by using the documentation produced by the Claimant. This means that the Claims Administrator must determine that it is more likely than not that the Claimant fits the criteria of an Eligible Claimant.

The Claims Administrator will provide notice to the Claimant within thirty (30) days of receipt of the documentation produced to notify the Claimant of whether or not they have been accepted as an Eligible Claimant.

If the Claims Administrator determines that a Claimant is not an Eligible Claimant, the Claims Administrator will notify the Claimant that they are ineligible and the reason for ineligibility will be provided. The Claimant will have thirty (30) days from the date they receive notice that they are ineligible to establish to the satisfaction of the Claims Administrator that he or she is an Eligible Claimant.

An Eligible Claimant will only be entitled to compensation as an Authorized Claimant if the related Infected Class Member is also found by the Claims Adjudicator to be an Authorized Claimant at the conclusion of the Claims Adjudication Process, which is described in the second step.

**STEP TWO—CRITERIA FOR “AUTHORIZED CLAIMANTS”
(INFECTED, CROSS-INFECTED AND FLA CLAIMANTS)**

A **Claims Adjudicator** will determine if an Eligible Claimant (Infected Class Members, Cross Infected Class Members and FLA Class Members) is an Authorized Claimant.

The Claims Adjudicator is an independent third party. The Claims Adjudicator makes determinations related to issues such as causation and damages (both important elements necessary for a Class Member to prove his or her claim) in accordance with guidelines that are set out in the Settlement Agreement.

An Eligible Claimant bears the onus of proving, on a balance of probabilities (meaning that it is more likely than not), that he or she contracted Hepatitis B, Hepatitis C or HIV from treatment at the Defendant’s dental office prior to June 9, 2017. This is the concept of causation.

An Eligible Claimant bears the onus of obtaining and providing medical records to the Claims Administrator and Claims Adjudicator at his or her own expense. However, if the Eligible Claimant proves causation (meaning he or she is found to be an Authorized Claimant as defined in the Settlement Agreement), he or she may be able to recover the costs of obtaining the medical records as part of any award from the Infected Claims Fund.

An Eligible Claimant bears the onus of establishing, on a balance of probabilities, entitlement to damages for pain and suffering (general damages) and entitlement to damages for past and future loss of income, past and future medical or rehabilitation expenses; past and future housekeeping and home maintenance expenses or a diminished ability to complete housekeeping and home maintenance tasks (special damages).

The Claims Adjudicator may require and request additional documentation submitted by an Eligible Claimant at any time before or after the Claims Bar Deadline. The Eligible Claimant will have thirty (30) days to provide the requested information. If the Eligible Claimant does not provide the requested information before this time expires, they will be unable to receive any portion of the Settlement Funds, except for those Eligible Claimants claiming under the Uninfected Claims Fund.

The Claims Adjudicator may, at their sole discretion, convene a hearing with the Eligible Claimant to consider additional information or receive oral submissions in addition to the materials provided by the Eligible Claimant. The Claims Adjudicator will consider all the information and evidence provided by the Eligible Claimant.

It is not required that an Eligible Claimant be represented by a lawyer or paralegal at the Claims Adjudication Hearing, although an Eligible Claimant has the right to retain counsel to represent him or her at the Claims Adjudication Hearing. This will not be Class Counsel unless Class Counsel specifically agrees in writing to accept a separate Retainer. Any legal fees charged or incurred by or on behalf of the Eligible Claimant are not recoverable from the Infected Claims Fund or otherwise.

If the Claims Adjudicator is persuaded that an Eligible Claimant is an Authorized Claimant, the Claims Adjudicator will assess and determine entitlement to compensation depending on the category of the Class Member’s claim.

The decision of the Claims Adjudicator is a final and binding decision, and there is no right of appeal.

5. How will Class Counsel be paid?

You will not have to pay any of the fees and expenses of Class Counsel. The Court granted their fee approval request, and Class Counsel’s fees and expenses have been deducted from the Settlement Amount, in the total amount of \$553,000, as approved by the Court.

6. How do I obtain additional information?

You can obtain more information about this case by contacting Class Counsel or the Claims Administrator using the contact details listed below:

| Claims Administrator: | Class Counsel: |
|--|---|
| Handa Dental Claims Administrator c/o RicePoint Administration Inc. P.O. Box 4454, Toronto Station A 25 The Esplanade Toronto, ON M5W 4B1 Toll-free: 1-866-761-0345 | Flaherty McCarthy LLP Attention: Sean A. Brown Toronto-Dominion Centre 95 Wellington Street West, Suite 1000 Toronto, ON M5J 2N7 Email: info@handadentalclassaction.com |

**The Ontario Superior Court of Justice has authorized distribution of this Notice.
Questions about this Notice should NOT be directed to the Court.**