

**BIRTH ALERTS
SETTLEMENT AGREEMENT**

Between

ADRIANNA ZELENISKI

(the "Plaintiff")

and

HIS MAJESTY THE KING IN RIGHT OF BRITISH COLUMBIA

(the "Defendant")

Executed April 30, 2026

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**BIRTH ALERTS
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RECITALS

- A. WHEREAS the Proceeding was commenced by the Plaintiff in Vancouver, British Columbia on September 1, 2021;
- B. WHEREAS in the Proceeding, the Plaintiff alleges that the Defendant participated in notifications issued to hospitals regarding pregnant persons, commonly referred to as "Birth Alerts";
- C. WHEREAS the Province announced the end of the practice of Birth Alerts in September 2019;
- D. WHEREAS the Parties wish to resolve the Proceeding without litigation;
- E. WHEREAS Counsel for the Defendant and Class Counsel have engaged in arm's-length settlement discussions and negotiations, resulting in this Settlement Agreement;
- F. WHEREAS as a result of these settlement discussions and negotiations, the Defendant and the Plaintiff have entered into this Settlement Agreement, which embodies all of the terms and conditions of the settlement between the Defendant and the Plaintiff, both individually and on behalf of the classes she represents or seeks to represent, subject to approval of the BC Court;
- G. 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, having regard to the burdens and expense in prosecuting the Proceeding, including the risks and uncertainties associated with trials and appeals, and having regard to the value of the Settlement Agreement, the Plaintiff and Class Counsel have concluded that this Settlement Agreement is fair, reasonable and in the best interests of the Plaintiff and the Class;

H. WHEREAS for the purposes of settlement only, the Parties now consent to certification of the Proceeding as a class proceeding and to the Class and a Common Issue in respect of the Proceeding solely for the purposes of implementing this Settlement Agreement and contingent on approvals by the BC Court as provided for in this Settlement Agreement, on the express understanding that such certification shall not derogate from the respective rights of the Parties in the event that this Settlement Agreement is not approved, is terminated, or otherwise fails to take effect for any reason;

I. WHEREAS the Plaintiff asserts that she is an adequate class representative for the Class she seeks to represent and will seek to be appointed the representative plaintiff in this Proceeding; and

J. NOW THEREFORE, in consideration of the covenants, agreements and releases set forth and for other good and valuable consideration, the receipt and sufficiency of which are acknowledged, it is agreed by the Parties that the Proceeding be settled and dismissed with prejudice as to the Defendant only, without costs as to the Plaintiff, the Class she seeks to represent, subject to the approval of the BC Court, on the following terms and conditions:

SECTION 1 – DEFINITIONS

For the purposes of this Settlement Agreement only, including the Recitals:

(1) **Administration Expenses** means all fees, disbursements, expenses, costs, taxes and any other amounts incurred or payable by the Plaintiff, Class Counsel or otherwise for the approval, implementation and operation of this Settlement Agreement, including the costs of the Notice of Certification and of the Approval Hearing and the costs of claims administration, but excluding Class Counsel Fees.

(2) **Approval Hearing** means the hearing of the application brought by Class Counsel for the BC Court's approval of the Settlement Agreement.

- (3) **Approval Orders** means the Certification and Notice Approval Order and the Settlement Approval Order (**Schedules "A" and "B"** to this Settlement Agreement, respectively).
- (4) **BC Court** means the Supreme Court of British Columbia.
- (5) **Birth Alert** means a communication that:
- (a) was sent or issued by a Child Welfare Worker;
 - (b) was sent to a hospital;
 - (c) referred to a person in British Columbia who was not a Child in Care;
 - (d) expressed or implied that the person was pregnant; and,
 - (e) expressed or implied a concern that, after the person gave birth, their child might need protection.
- (6) **Child in Care** means a person under the age of 19 in the care or custody of the Provincial Director of Child Welfare or Province of British Columbia pursuant to the *Child, Family and Community Service Act*, R.S.B.C. 1996, c. 46, or *Family and Child Service Act*, S.B.C. 1980, c. 11.
- (7) **Child Welfare Worker** means an employee or representative of the Ministry of Children and Family Development of British Columbia or of an agency with authority or delegated authority under the *Child, Family and Community Service Act*, R.S.B.C. 1996, c. 46, or *Family and Child Service Act*, S.B.C. 1980, c. 11.
- (8) **Claims Administrator** means the firm to be proposed by Class Counsel and appointed by the BC Court to administer the Settlement Amount in accordance with the provisions of this Settlement Agreement and the Distribution Protocol, and any employees of such firm.
- (9) **Class and Class Members** means all persons who were the subject of a Birth Alert during the Class Period.

(10) **Class Counsel** means CFM Lawyers LLP.

(11) **Class Counsel Fees** include the fees, disbursements, adverse costs awards, interest, GST and other applicable taxes or charges thereon, including any amounts payable by Class Counsel or the Class Members to any other body or Person.

(12) **Class Period** means the period of time between May 31, 1980, and the date this action is certified as a class proceeding.

(13) **Common Issue** means:

Did the issuance of Birth Alerts breach the rights of Class Members? If so, what damages, if any, did Class Members suffer?

(14) **Counsel for the Defendant** means the Legal Services Branch of the Ministry of Attorney General.

(15) **Defendant** means His Majesty the King in right of British Columbia.

(16) **Digital MCFD Files** means the extracts of digital Ministry of Children and Family Development of British Columbia files that were identified by keyword searches for “birth alert”, “BA”, “birth notice”, “BN”, “hospital alert”, “HA”, “hospital notice”, “HN”, “maternity alert”, “expectant mother alert”, “hospital notification”, “faxed alert”, “removal in hospital”, “high risk pregnancy”, “early preventative services”, and “early intervention” and are now compiled in a document maintained by Counsel for the Defendant.

(17) **Distribution Protocol** means the plan to be developed by Class Counsel for distributing the Settlement Amount, plus interest accrued in the Trust Account and less approved Administration Expenses and Class Counsel Fees, to Class Members, as approved by the BC Court.

(18) **Documents** mean all papers, computer records, or other materials within the scope of Rule 1-1(1) of the British Columbia *Supreme Court Civil Rules* and any copies, reproductions or summaries of the foregoing.

(19) **Effective Date** means the date when the Final Order has been received from the BC Court approving this Settlement Agreement.

(20) **Execution Date** means the date on the cover page as of which the Parties have executed this Settlement Agreement.

(21) **Final Order** means the final order entered by the BC Court approving this Settlement Agreement in accordance with its terms, once the time to appeal such order has expired without any appeal being taken, if an appeal lies, or once there has been affirmation of the approval of this Settlement Agreement in accordance with its terms, upon a final disposition of all appeals.

(22) **Indigenous Subclass** means Class Members who are of Indigenous ancestry and self-identify as Indigenous by making a statutory declaration in the form attached as Schedule "C" or providing a Certificate of Indian Status (commonly known as a "status card"), Métis registry or citizenship number, Inuit disc or beneficiary number, or a Temporary Confirmation of Registration Document (commonly known as "registration").

(23) **Notice of Certification and of Approval Hearing** means the form or forms of notice, agreed to by the Parties, or such other form or forms of notice as may be approved by the BC Court, which informs the Class of: (i) the certification of the Proceeding as a class proceeding for settlement purposes, (ii) the right to opt-out of the certified Proceeding and the process for doing so, (iii) the date and location of the Approval Hearing, and (iv) the process by which a Class Member may object to the settlement.

(24) **Notice Plan** means the plan for distributing information about the Settlement Agreement to Class Members contemplated by Section 2.2 of this Agreement.

(25) **Notice Provider** means the company or firm that will provide notice in accordance with the provisions of this Settlement Agreement and the Distribution Protocol, and any employees of such company or firm.

(26) **Opt-Out Deadline** means the date which will be agreed to by the Parties and approved by the BC Court, and will be a minimum of 6 months after the date on which the Notice of Certification and of Settlement Approval Hearing is first published.

(27) **Other Actions** means any other actions or proceedings, excluding the Proceeding, relating to Released Claims commenced by a Class Member either before or after the Effective Date.

(28) **Party and Parties** means the Plaintiff, Class Counsel, the Defendant and Counsel for the Defendant.

(29) **Person(s)** means an individual.

(30) **Plaintiff** means Adrianna Zeleniski.

(31) **Proceeding** means the proceeding commenced by the Plaintiff before the BC Court in *Steel v Her Majesty the Queen in right of British Columbia*, Vancouver Registry No.: S-217852 and later amended to *Zeleniski v His Majesty the King in Right of British Columbia*, Vancouver Registry No.: S-217852.

(32) **Recitals** means the recitals to this Settlement Agreement.

(33) **Released Claims** means any and all manner of claims, demands, actions, suits, causes of action, whether class, individual or otherwise in nature, whether personal or subrogated, damages of any kind (including compensatory, punitive or other damages) whenever incurred, liabilities of any nature whatsoever, including interest, costs, expenses, class administration expenses (including Administration Expenses), penalties, and lawyers' fees (including Class Counsel Fees), in law, under statute or in equity (all of the foregoing, collectively, "Claims" or, individually, a "Claim"), that the Releasers have as against the Releasees, arising from the issuance of Birth Alerts during the Class Period. For greater certainty, the scope of the Released Claims does not include claims arising from an alleged unlawful removal of a child.

(34) **Releasees** means the Defendant and its delegates, employees, and agents, including all persons who issued or were involved in issuing any Birth Alerts during the Class Period.

(35) **Releasers** means, jointly and severally, individually and collectively, the Plaintiff and the Class Members.

(36) **Settlement Agreement** means this agreement, including the Recitals.

(37) **Settlement Amount** means \$66,000,000 (sixty-six million dollars).

(38) **Trust Account** means an interest-bearing trust account at a Canadian Schedule 1 bank under the control of Class Counsel, for the benefit of the Class Members, as provided for in this Settlement Agreement.

SECTION 2 – APPLICATIONS TO THE BC COURT

2.1 Best Efforts

(1) The Parties shall use their best efforts to implement this Settlement Agreement and to secure the prompt, complete and final dismissal with prejudice of the Proceeding as against the Releasees.

2.2 Application for Approval of Notice and Certification

(1) As soon as practical after the execution of the Settlement Agreement, the Plaintiff shall file an Application for Certification and Notice Approval pursuant to section 35 of the *Class Proceedings Act*, R.S.B.C. 1996, c. 50. That application shall, among other things, ask the BC Court to certify the Proceeding for settlement purposes only, to appoint the Plaintiff as representative of the Class Members, to appoint the Claims Administrator and to approve the Notice Plan and the Notice of Certification and of Approval Hearing.

(2) The Parties agree that they will seek approval from the BC Court to have the claims process under the Distribution Protocol initiated as part of the Notice Plan. For

clarity, if the Approval Orders are granted no distribution of the Settlement Amount will occur until after the Effective Date.

(3) Any order, ruling or determination made by the BC Court amending the wording and the terms for the dissemination and publication of the Notice will not be grounds for nullification or termination of the Settlement Agreement.

2.3 Application for Approval of the Settlement Agreement and Distribution Protocol

(1) As soon as practicable after the orders referred to in Section 2.2(1) have been granted, the Notice of Certification and of Approval Hearing has been published and the Opt-Out Period has expired the Plaintiff shall bring an application before the BC Court for an order approving this Settlement Agreement and the Distribution Protocol.

(2) This Settlement Agreement shall only become final on the Effective Date.

2.4 Application for Approval of Class Counsel Fees

(1) Class Counsel may seek the BC Court's approval to pay Class Counsel fees and their own Administration Expenses out of the Settlement Amount in the Trust Account contemporaneously with seeking approval of the Settlement Agreement or at any time thereafter.

(2) Subject to subsection 8.3(1), the Releasees shall not be liable for any fees, disbursements, or taxes of any of Class Counsel's, the Plaintiff's or Settlement Class Members' respective lawyers, experts, advisors, agents, or representatives.

2.5 Pre-Motion Confidentiality

(1) Until the application required by Section 2.2 is filed, the Parties shall keep all of the terms of the Settlement Agreement confidential and shall not disclose them without the prior consent of Counsel for the Defendant and Class Counsel, as the case may be, except as required for the purposes of financial reporting or the preparation of financial records (including tax returns and financial statements), as necessary to give effect to the terms of this Settlement Agreement, or as otherwise required by law.

SECTION 3 – SETTLEMENT COMPENSATION

3.1 Payment of Settlement Amount

- (1) Within thirty (30) days of the Execution Date, the Defendant shall pay the Settlement Amount into the Trust Account.
- (2) The Defendant shall deposit the Settlement Amount into the Trust Account by wire transfer. Class Counsel shall provide the necessary wire transfer information to Counsel for the Defendant with reasonable advance notice so that the Defendant has a reasonable period of time to comply with Section 3.1(1) of this Settlement Agreement.
- (3) The Settlement Amount shall be all-inclusive of all amounts (including interest and taxable costs and disbursements), and shall be paid in full satisfaction of the Released Claims against the Releasees.
- (4) The Releasees shall have no obligation to pay any amount in addition to the Settlement Amount, for any reason, pursuant to or in furtherance of this Settlement Agreement or the Proceeding.
- (5) Class Counsel or its duly appointed agent shall maintain the Trust Account as provided for in this Settlement Agreement.
- (6) Class Counsel shall pay the costs of implementation of the Notice Plan, and any costs of translation of the documents required by the Notice Plan, from the Trust Account, as they become due.
- (7) Subject to section 3.1(6), Class Counsel or its duly appointed agent shall not pay out all or any part of the monies in the Trust Account, except in accordance with this Settlement Agreement, or in accordance with an order of the BC Court obtained after notice to the Parties.

3.2 Taxes and Interest

(1) Except as hereinafter provided, all interest earned on the Settlement Amount shall accrue to the benefit of the Class and shall become and remain part of the Trust Account.

(2) Subject to Section 3.2(3), all taxes payable on any interest which accrues on the Settlement Amount in the Trust Account shall be the responsibility of the Class. Class Counsel or its duly appointed agent shall be solely responsible to fulfill all tax reporting and payment requirements arising from the monies in the Trust Account, including any obligation to report taxable income and make tax payments. All taxes (including interest and penalties) due with respect to the income earned on the monies in the Trust Account shall be paid from the Trust Account.

(3) The Defendant shall have no responsibility to make any filings relating to the Trust Account and will have no responsibility to pay tax on any income earned by the monies in the Trust Account or pay any taxes on the monies in the Trust Account, unless this Settlement Agreement is not approved, is terminated, or otherwise fails to take effect, in which case the interest earned on the Settlement Amount in the Trust Account shall be paid to the Defendant who, in such case, shall be responsible for the payment of all taxes on such interest not previously paid by Class Counsel or its duly appointed agent.

3.3 Information for Distribution and Verification

(1) The Defendant will make diligent efforts to provide the Notice Provider and Claims Administrator with information that is accurate to the best of the Defendant's knowledge for the preparation and implementation of the Distribution Protocol, including pursuant to an order of the BC Court, disclosing to Class Counsel a list with personal and contact information of individuals for whom the Defendant has identified evidence in MCFD records that the individual may have been the subject of a Birth Alert, as identified in the Digital MCFD Files.

(2) The Defendant will make reasonable efforts to assist Class Counsel and Class Members to verify the existence of a Birth Alert in the Class Member's hospital records.

(3) Class Counsel or the Claims Administrator shall provide the Defendant with updates on the claims process: a) every two months, commencing on court approval of the Settlement Agreement; and b) as requested by the Defendant.

3.4 Roundtable Discussions

(1) The Defendant will make available up to three representatives from the Ministry of Children and Family Development to attend up to three roundtable discussions with Class Members, at times and locations mutually agreed upon by the Parties. All costs associated with the roundtable discussions, including but not limited to the costs of any Class Member or a member of any Class Members' family to attend a roundtable discussion, will be paid out of the Settlement Amount and are not the responsibility of the Defendant.

3.5 Public Statement

(1) The Defendant will propose that a senior official of the Government of British Columbia make a public statement acknowledging the impacts of birth alerts. The Defendant will consult with the Plaintiff on the content of the statement.

SECTION 4 – OPTING OUT

4.1 Procedure

(1) A Person may opt-out of the Proceeding by sending a written election to opt-out, signed by the Person or the Person's designee, by pre-paid mail, courier, fax, or email to Class Counsel or their duly appointed agent at an address to be identified in the Notice of Certification and of Approval Hearing.

(2) An election to opt-out will only be effective if it is actually received by Class Counsel or their duly appointed agent on or before the Opt-Out Deadline.

(3) The Opt-Out Deadline may be extended by agreement of the Parties in writing and with notice to the BC Court.

(4) The written election to opt-out must contain the following information in order to be effective:

- (a) the Person's full name and current address; and
- (b) a statement to the effect that the Person wishes to be excluded from the Proceeding.

SECTION 5 – RELEASES AND DISMISSALS

5.1 Release of Releasees

(1) Upon the Effective Date, in consideration of payment by the Defendant of the Settlement Amount and the other valuable consideration set forth in this Settlement Agreement, the Releasers forever and absolutely release and forever discharge the Releasees from the Released Claims.

5.2 Dismissal of the Proceeding

(1) Upon the Effective Date, the Proceeding shall be dismissed, with prejudice and without costs.

5.3 Dismissal of Other Actions

(1) Upon the Effective Date, each member of the Class shall be deemed to irrevocably consent to the dismissal, without costs and with prejudice, of his, her, their, or its Other Actions against any of the Releasees.

(2) Upon the Effective Date, all Other Actions commenced in British Columbia by any Class Member shall be dismissed against the Releasees, without costs and with prejudice.

(3) For greater certainty, the consents and dismissals referred to in subsections 5.3(1) to 5.3(2) apply to the Releasees only in respect of Released Claims advanced in Other Actions.

SECTION 6 – EFFECT OF SETTLEMENT

6.1 No Admission of Liability

(1) The Parties expressly reserve all of their rights if this Settlement Agreement is not approved, is terminated, or otherwise fails to take effect for any reason. The Parties further agree that, 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, Documents, 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 wrongdoing or liability by any of the Releasees, or of the truth of any of the claims or allegations contained in the Proceeding, or any other pleading filed by the Plaintiff or any other Class Member.

6.2 Agreement Not Evidence

(1) The Parties agree that, whether or not it is approved, is terminated, or otherwise fails to take effect for any reason, this Settlement Agreement and anything contained herein, and any and all negotiations, Documents, discussions, and proceedings associated with this Settlement Agreement, and any action taken to carry out this Settlement Agreement, shall not be referred to, offered as evidence, or received in evidence in any pending or future civil, criminal or administrative action or proceeding, except in a proceeding to approve and/or enforce this Settlement Agreement, or to defend against the assertion of Released Claims, or as otherwise required by law or as provided in this Settlement Agreement.

SECTION 7 – CERTIFICATION FOR SETTLEMENT ONLY

(1) The Parties agree that the Proceeding shall be certified as a class proceeding solely for purposes of settlement of the Proceeding and the approval of this Settlement Agreement by the BC Court, and such certification shall not be used or relied on as against the Releasees for any other purpose or in any other proceeding.

(2) The Plaintiff agrees that, in the application for certification of the Proceeding as a class proceeding for settlement purposes 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.

SECTION 8 – NON APPROVAL OR TERMINATION OF SETTLEMENT AGREEMENT

8.1 Right of Termination

- (1) In the event that:
- (a) the BC Court declines to certify the Class;
 - (b) the BC Court declines to dismiss the Proceeding;
 - (c) the BC Court declines to approve this Settlement Agreement or any material term thereof;
 - (d) the BC Court approves this Settlement Agreement in a materially modified form;
 - (e) the Parties acting reasonably do not reach agreement on the form and content of any order required by this Settlement Agreement, or the order agreed by the Parties is approved by a Court in a materially modified form;
or
 - (f) any order approving this Settlement Agreement made by the BC Court does not become a Final Order;

the Defendant and the Plaintiff shall have the right to terminate this Settlement Agreement by delivering a written notice pursuant to subsection 9.14, within thirty (30) days following the event described above. Except as provided for in subsection 8.4, if the Defendant or the Plaintiff exercises their right to terminate, the Settlement Agreement shall be null and void and have no further force or effect, shall not be binding on the Parties, and shall not be used as evidence or otherwise in any litigation.

(2) Any order, ruling, or determination made by the BC Court with respect to Class Counsel fees or the Distribution Protocol shall not be deemed to be a material modification of all, or a part, of this Settlement Agreement and shall not provide any basis for the termination of this Settlement Agreement.

8.2 Effect of Non-Approval or Termination of Settlement Agreement

- (1) If this Settlement Agreement is not approved, is terminated in accordance with its terms, or otherwise fails to take effect for any reason:
- (a) an order certifying the Proceeding as a class proceeding on the basis of the Settlement Agreement or approving this Settlement Agreement shall be set aside and declared null and void and of no force or effect, and anyone shall be estopped from asserting otherwise; and
 - (b) any prior certification of the Proceeding as a class proceeding on the basis of this Settlement Agreement, including the definitions of the Class and the Common Issue pursuant to this Settlement Agreement, shall be without prejudice to any position that any of the Parties may later take on any issue in the Proceeding or any other litigation.

8.3 Allocation of Settlement Amount Following Termination

(1) If the Settlement Agreement is terminated, Class Counsel shall, within thirty (30) business days of the written notice advising that the Settlement Agreement has been terminated in accordance with its terms, return to the Defendant the Settlement Amount, plus all accrued interest thereon and less taxes paid on interest and any costs incurred, including half of the costs of claims administration and notices paid pursuant to subsection 3.1(6).

8.4 Survival of Provisions After Termination

(1) If this Settlement Agreement is terminated or otherwise fails to take effect for any reason, the provisions of subsections 3.2(3), 6.1, 6.2, 8.2, 8.3, 8.4 and 9.5 and the definitions shall survive the termination and continue in full force and effect. The definitions shall survive only for the limited purpose of the interpretation of subsections

3.2(3), 6.1, 6.2, 8.2, 8.3, 8.4 and 9.5 within the meaning of this Settlement Agreement, but for no other purposes. All other provisions of this Settlement Agreement and all other obligations pursuant to this Settlement Agreement shall cease immediately.

SECTION 9 – MISCELLANEOUS

9.1 Motions for Directions

- (1) Class Counsel or the Defendant may apply to the BC Court as may be required for directions in respect of the interpretation, implementation, and administration of this Settlement Agreement.
- (2) All applications contemplated by this Settlement Agreement shall be on notice to the Parties.
- (3) The BC Court will retain exclusive jurisdiction over the Proceeding, the Parties, and Class Counsel Fees.
- (4) No person may bring a claim or action against any party to this Settlement Agreement in relation to the distribution of the Settlement Fund without leave of the BC Court.

9.2 Releasees Have No Liability for Administration

- (1) The Releasees have no responsibility for and no liability whatsoever with respect to the administration of the Settlement Agreement or Distribution Protocol.

9.3 Headings, etc.

- (1) In this Settlement Agreement:
 - (a) the division of the Settlement Agreement into sections and subsections and the insertion of headings are for convenience of reference only and shall not affect the construction or interpretation of this Settlement Agreement; and

- (b) the terms "this Settlement Agreement," "hereof," "herein," and similar expressions refer to this Settlement Agreement and not to any particular section, subsection, or other portion of this Settlement Agreement.

9.4 Computation of Time

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

- (a) where there is a reference to a number of days between two events, they shall be counted by excluding the day on which the first event happens and including the day on which the second event happens, including all calendar days; and
- (b) only in the case where the time for doing an act expires on a holiday as "holiday" is defined in the as defined in section 29 of the *Interpretation Act*, R.S.B.C. 1996, c. 238; the act may be done on the next day that is not a holiday.

9.5 Governing Law

(1) This Settlement Agreement shall be governed by and construed and interpreted in accordance with the laws of the Province British Columbia.

9.6 Entire Agreement

(1) This Settlement Agreement 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.

9.7 Amendments

(1) This Settlement Agreement may not be modified or amended except in writing and on consent of all Parties, and, if the approval of this Settlement Agreement by the

BC Court has been granted, any such modification or amendment must be approved by the BC Court.

9.8 Binding Effect

(1) This Settlement Agreement shall be binding upon, and ensure to the benefit of, the Plaintiff, the Settlement Class Members, the Defendant, the Releasers, and the Releasees.

9.9 Counterparts

(1) 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.

9.10 Negotiated Agreement

(1) This Settlement Agreement has been the subject of negotiations and discussions among the undersigned, each of which 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, shall have no bearing upon the proper interpretation of this Settlement Agreement.

9.11 Recitals

(1) The Recitals to this Settlement Agreement are true and form part of the Settlement Agreement.

9.12 Acknowledgements

(1) Each of the Parties hereby affirms and acknowledges that:

- (a) he, she, they, or a representative of the Party with the authority to bind the Party with respect to the matters set forth herein has read and understood this Settlement Agreement;
- (b) the terms of this Settlement Agreement and the effects thereof have been fully explained to him, her, they, or the Party's representative by his, her, their, or its counsel;
- (c) he, she, they, or the Party's representative fully understands each term of this Settlement Agreement and its effect; and
- (d) no Party has relied upon any statement, representation or inducement (whether material, false, negligently made, or otherwise) of any other Party, beyond the terms of this Settlement Agreement, with respect to the first Party's decision to execute this Settlement Agreement.

9.13 Authorized Signatures

- (1) Each of the undersigned represents that he or she is fully authorized to enter into the terms and conditions of, and to execute, this Settlement Agreement on behalf of the Parties identified above their respective signatures and their law firms.

9.14 Notice

- (1) Where this Settlement Agreement requires a Party to provide notice or any other communication or document to another, such notice, communication or document shall be provided by email, facsimile, or letter by overnight delivery to the representatives for the Party to whom notice is being provided, as identified below:

FOR THE PLAINTIFF AND CLASS COUNSEL:

Jen Winstanley
Michelle Segal
CFM Lawyers LLP
400-856 Homer Street
Vancouver, BC V6B 2W5

Tel: 604-689-7555
Fax: 604-689-7554
Email: service@cfmlawyers.ca

FOR THE DEFENDANT:

Lee Mauro
Trevor Bant
Sergio Ortega
Kayla Fast
Ministry of Attorney General
Legal Services Branch
1001 Douglas Street
Victoria, BC V6B 2W5

Tel: 236-478-2419
Fax: 250-356-8653
Email: Lee.Mauro@gov.bc.ca

9.15 Date of Execution

(1) The Parties have executed this Settlement Agreement as of the date on the cover page.

Adrianna Zeleniski, on her own behalf and on behalf of the Settlement Class, by her counsel

Name of Authorized Signatory: Jen Winstanley

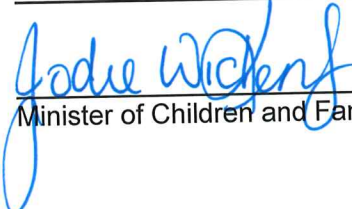
Signature


CFM Lawyers LLP

His Majesty the King in right of British Columbia, by the Minister of Children and Family Development

Name of Authorized Signatory: Hon. Jodie Wickens

Signature


Minister of Children and Family Development

AND ON BEING ADVISED that Verita Global has consented to being appointed as claims administrator in accordance with the terms of this Order;

AND ON BEING ADVISED that the Plaintiff and the Defendant consent to this Order;

THIS COURT ORDERS that:

Certification for Settlement

(1) Except to the extent that they are modified in this Order, the definitions set out in the Settlement Agreement apply to and are incorporated into this Order;

(2) This Proceeding is certified as a class proceeding as against the Defendant, for the purpose of settlement only, pursuant to the Class Proceedings Act, RSBC 1996, c 50, and subject to the terms of the Settlement Agreement;

(3) The "Class" and "Class Members" certified for the purpose of settlement with the Defendant are defined as:

All persons who were the subject of a Birth Alert during the Class Period;

(4) The Class Period is defined as the period of time between May 31, 1980, and the date of this Order.

(5) The "Indigenous Subclass" and "Indigenous Subclass Members" certified for the purpose of settlement with the Defendant are defined as:

Class Members who are of Indigenous ancestry and self-identify as Indigenous by making a statutory declaration in the form attached as Schedule "C" to the Settlement Agreement or providing a Certificate of Indian Status (commonly known as a "status card"), Métis registry or citizenship number, Inuit disc or beneficiary number, or a Temporary Confirmation of Registration Document (commonly known as "registration").

(6) The Plaintiff, Adrianna Zeleniski, is appointed as the representative plaintiff for the Class;

(7) The Proceeding is certified on the basis that the following issue is common to the Class:

Did the issuance of Birth Alerts breach the rights of Class Members? If so, what damages, if any, did Class Members suffer?

Appointment of Claims Administrator, Notice Provider, and Notice Approval

- (8) Verita Global is appointed as the Claims Administrator;
- (9) Castlemain Group is appointed as the Notice Provider
- (10) The plan of dissemination for the notices (the "Notice Plan") substantially in the form attached as Appendix "A" is approved;
- (11) The form and content of the Long Form Notice for Direct Notice Recipients, substantially in the form attached as Appendix "B" is approved;
- (12) The form and content of the Long Form Notice for Indirect Notice Recipients, substantially in the form attached as Appendix "C" is approved;
- (13) The form and content of the Short Form Notice, substantially in the form attached as Appendix "D" is approved;
- (14) The form and content of the Press Release, substantially in the form attached as Appendix "E" is approved;
- (15) The notices shall be disseminated in accordance with the Notice Plan approved as part of this Order;
- (16) The form and content of the Claim Form, substantially in the form attached as Appendix "F", is approved;
- (17) The costs incurred by the Notice Provider, up to \$190,760, and the Claims Administrator, up to \$613,000, prior to the approval of the Settlement Agreement will be paid out of the Settlement Amount as they come due;

(18) Reasonable expenses incurred by the Provincial Health Authorities to request and review Claimants' hospital records will be paid out of the Settlement Fund;

(19) The Defendant shall disclose personal and contact information of a list of individuals for whom the Defendant has identified evidence in MCFD records that the individual may have been the subject of a Birth Alert (the "Direct Notice Recipients") to Class Counsel;

(20) The Administrator is authorized to use any information contained in the list of Direct Notice Recipients to search the database of Equifax Inc. in order to locate and communicate with Direct Notice Recipients;

Opt-Out and Objection Procedures

(21) Any member of the Class who wishes to opt-out of the this Proceeding must do so by sending a written election to opt-out to the Notice Provider, by mail, courier or email ("Opt-Out Election") to be postmarked on or before 11:59 pm Vancouver (Pacific) time on the date that is six months after the notices are first published in accordance with the Notice Plan (the "Opt-Out Deadline");

(22) No later than the date that is thirty (30) days after the Opt-Out Deadline, the Notice Provider shall:

- (a) provide the number of valid Opt-Out Elections the Notice Provider received; and
- (b) deliver a report to Class Counsel and Counsel for the Defendant containing the names of each Class Member who has validly and timely opted out as well as any reasons given for opting out;

(23) Any member of the Class who has validly opted out of the Proceeding is not bound by the Settlement Agreement, and will not be entitled to receive any share of compensation payable in connection with the Settlement Agreement;

(24) Settlement Class Members who wish to file with the Court an objection or comment on the Settlement Agreement, the Distribution Protocol or the ability of Class Counsel to seek reimbursement of fees of up to 25% of the settlement amount plus disbursements and taxes shall deliver to the Notice Provider by mail, courier or email a written statement, to be postmarked or received by the Notice Provider by no later than 11:59pm Vancouver (Pacific) time on the date that is 14 days prior to the Approval Hearing. After receiving same, Class Counsel will provide a copy of any such objection or comment to Counsel for the Defendant as quickly as reasonably possible.

(25) If the Settlement Agreement is not approved, is terminated in accordance with its terms or otherwise fails to take effect for any reason, paragraphs 1 to 24, but excluding paragraphs 17-18, of this Order shall be deemed to have been set aside and declared null and void and of no force or effect, without the need for any further Order of this Court. In those circumstances, a case management conference shall be convened to seek directions, including in respect of the need for and form and content of additional notice to Class Members.

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:

Signature of lawyer for the plaintiff,
Adrianna Zeleniski

Jen Winstanley

Signature of lawyer for the defendant,
His Majesty the King in right of British
Columbia

Lee Mauro

By the Court

Registrar

No. S217852
Vancouver Registry

In the Supreme Court of British Columbia

Between

ADRIANNA ZELENISKI

Plaintiff

and

**HIS MAJESTY THE KING IN RIGHT OF THE PROVINCE OF BRITISH
COLUMBIA**

Defendant

BROUGHT UNDER THE *CLASS PROCEEDINGS ACT*, R.S.B.C. 1996, c. 50

ORDER MADE AFTER APPLICATION

CFM LAWYERS LLP
#400 – 856 Homer Street
Vancouver, BC V6B 2W5

Tel: (604) 689-7555
Fax: (604) 689-7554
Email: service@cfmlawyers.ca

Via LMF

AND ON BEING ADVISED that the Plaintiff and the Defendant consent to this Order;

THIS COURT ORDERS that:

Settlement Approval

- (1) The Settlement Agreement, as attached at **Schedule "A"**, is incorporated into this Order in its entirety and forms part of this Order, and, except to the extent that they are modified by this Order, the definitions in the Settlement Agreement shall be applied in interpreting this Order;
- (2) Subject to (1) above, in the event of a conflict between this Order and the Settlement Agreement, this Order shall prevail.
- (3) The Settlement Agreement is fair, reasonable and in the best interest of the Class;
- (4) The Settlement Agreement is hereby approved pursuant to section 35 of the *Class Proceedings Act*, RSBC 1996, c 50 and shall be implemented in accordance with its terms and the terms of this Order;
- (5) This Order, including the Settlement Agreement, is binding upon the representative plaintiff and each member of the Class who did not validly opt-out of this Proceeding;
- (6) Upon the Effective Date, each Releasor shall consent to and shall be deemed to have consented to the dismissal as against the Releasee of any other actions or proceedings in British Columbia they have commenced, without costs and with prejudice;
- (7) Upon the Effective Date, each Releasor who has not validly opted-out of this Proceeding has released and shall be conclusively deemed to have forever, finally and absolutely released the Releasee from the Released Claims;

(8) Other than fulfilling its duties expressly set out in the Settlement Agreement, the Releasee shall have no responsibility or liability relating to the administration of the Settlement Agreement or the Distribution Protocol or the administration, investment, or distribution of the Trust Account;

Distribution Approval

(9) The Distribution Protocol attached to this Order as **Schedule "B"** is approved;

(10) The Distribution Protocol shall govern the administration of the Settlement Agreement;

(11) The settlement amount paid in accordance with the Settlement Agreement shall be distributed by the Claims Administrator in accordance with the Distribution Protocol;

(12) The press release, banner ad and long-form Claims Notice is approved substantially in the form attached to this Order as **Schedules "C", "D", and "E"**.

(13) The Claims Notice Plan is approved substantially in the form attached to this Order as **Schedule "F"**.

(14) The Claims Notice shall be disseminated substantially in accordance with the Claims Notice Plan.

(15) All information provided by claimants and by the Defendant as part of the claims process is collected, used and retained by the Notice Provider, Claims Administrator, Class Counsel and their agents pursuant to the applicable privacy laws for the purposes of administering the Settlement Agreements, including evaluating the claimant's eligibility status under the Settlement Agreements. The information provided by claimants and by the defendant shall be treated as private and confidential and shall not be disclosed without the express written consent of the claimant, except in accordance with the Settlement Agreement, Distribution Protocol, and/or an order of the BC Court.

(16) No proceeding, cause of action, claim or demand may be brought against Class Counsel, the Notice Provider and/or the Claims Administrator concerning the implementation of the Distribution Protocol without leave from the BC Court.

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:

Signature of lawyer for the plaintiff,
Adrianna Zeleniski

Jen Winstanley

Signature of lawyer for the defendant,
His Majesty the King in right of British
Columbia

Lee Mauro

By the Court

Registrar

No. S217852
Vancouver Registry

In the Supreme Court of British Columbia

Between

ADRIANNA ZELENISKI

Plaintiff

and

**HIS MAJESTY THE KING IN RIGHT OF THE PROVINCE OF BRITISH
COLUMBIA**

Defendant

BROUGHT UNDER THE *CLASS PROCEEDINGS ACT*, R.S.B.C. 1996, c. 50

ORDER MADE AFTER APPLICATION

CFM LAWYERS LLP
#400 – 856 Homer Street
Vancouver, BC V6B 2W5

Tel: (604) 689-7555
Fax: (604) 689-7554
Email: service@cfmlawyers.ca

Via LMF

SCHEDULE "C" – STATUTORY DECLARATION RE INDIGENOUS IDENTITY

**STATUTORY DECLARATION
IN THE PROVINCE OF BRITISH COLUMBIA
RE: ZELENISKI V HMKBC, VANCOUVER REGISTRY NO. S-217852**

By signing this Claim Form:

1. I declare that:
 - (a) I am of Indigenous ancestry; and
 - (b) I identify as a First Nations, Inuit, and/or Métis person.

2. I declare that I am:
(check all that apply)
 - Status First Nation
 - Inuit enrolled
 - Status Métis
 - Non Status

3. My ancestral home/region/community or band name and number is:

4. I understand that by submitting this claim, I am authorizing the Claims Administrator to contact me or my representative as the Claims Administrator deems appropriate for more information and/or to audit this claim.

5. By signing this statutory declaration, I declare that the information provided in this Claim Form is true and correct and that I am authorized to sign on my behalf or the behalf of the Claimant.

SIGNATURE: [will be electronic signature on a website]