

IN THE SUPREME COURT OF BRITISH COLUMBIA

BETWEEN:

JOHN DOE 1

PLAINTIFF

AND:

THE UNIVERSITY OF BRITISH COLUMBIA, PROVIDENCE HEALTH CARE SOCIETY and
POSITIVE LIVING SOCIETY OF BRITISH COLUMBIA

DEFENDANTS

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

DISTRIBUTION PROTOCOL

1. The following definitions apply in this Distribution Protocol:
 - a. "Administration Costs" means all costs to administer and distribute the Compensation Fund including the costs and professional fees of the Claims Administrator, the costs of implementing the Notice Plan, and the costs of any Supreme Court review by a Claimant of a decision by the Claims Administrator;
 - b. "Claim" means the claim made by a Claimant with the Claims Administrator in accordance with the procedure in the Distribution Protocol;

- c. "Claimant" means a Class Member who files a Claim pursuant to the terms of this Distribution Protocol;
- d. "Claims Administrator" means MNP LTD. as approved by the Court;
- e. "Claims Deadline and Opt Out Deadline" mean the deadline for delivery of a SETTLEMENT BENEFIT CLAIM FORM or a REQUEST FOR EXCLUSION (OPT OUT) FORM to the Claims Administrator, being March 31, 2021 or such other date as is set by the court;
- f. "SETTLEMENT BENEFIT CLAIM FORM" means a form substantially the same as the one attached as Schedule B(i) and B(ii) to the Settlement Agreement;
- g. "Class" means each of the 796 members of Positive Living who were sent an email on September 14, 2016 from membership@positivelivingbc.org regarding the subject "Service Relevancy Study for Positive Living BC", and whose email address was included in the cc field of the email, excluding any person who has validly opted out of this Action, and including any such members located out-of-province who opt in to the Action between the Court Approval Date and March 31, 2021;
- h. "Class Counsel" means David M. Rosenberg, Q.C. of Rosenberg Law;
- i. "Class Counsel Fees" mean the fees, disbursements, interest on disbursements and taxes as are awarded to Class Counsel by the Court at the Approval Hearing;
- j. "Class Member" is a person who is a member of the Class;
- k. "Compensation Fund" means Compensation Fund" means the pool of funds to be paid in trust to Class Counsel, less the honorarium payable to the PR Plaintiff John Doe 1, less the amounts ordered payable to Class Counsel as Class Counsel fees, and any expenses and taxes relating to the Notice of Court Approval and the cost of any other steps ordered by the Court at the Hearing for certification, settlement approval and approval of Class Counsel;
- l. "Court" means the Supreme Court of British Columbia;

- m. "Distribution Protocol" means this plan setting out how compensation to Class Members shall be paid;
- n. "Excluded Claim" means the claim of a person resident in British Columbia who has validly opted out of this proceeding, and the claim of a person resident outside of British Columbia who has not validly opted into this proceeding;
- o. "REQUEST FOR EXCLUSION (OPT OUT) FORM" means a form substantially the same as the form attached as Schedule "C" to the Settlement Agreement;
- p. "Pro Rata" means an equal division of the Compensation Fund to each Class Member based on the Claimant's entitlement;
- q. "Notice of Settlement" means the publication in the edition of the *Georgia Straight*, of the terms of the Settlement Agreement and the contact particulars of the Claims Administrator, and such further means of notification to the class of the Settlement Agreement and Court approval as the Court directs;
- r. "Settlement Agreement" means the Settlement Agreement, as executed by the parties or their representatives;
- s. "Settlement Fund" means the all-inclusive sum of \$1,225,000.00 CDN that the Defendants have agreed in the Settlement Agreement to pay to settle the Action, plus any interest that has accrued on such amount in accordance with the Settlement Agreement;
- t. "Subject Email" means the email delivered by the Registrar of the Defendant Positive Living to approximately 796 members of Positive Living on September 14, 2016, which email referenced a research study by the Defendants Providence Health Care Society and the University of British Columbia, and disclosed to the 796 recipients the email addresses and health status of all other recipients as living with HIV/AIDS;

All other capitalized terms used in this schedule have the same meaning as in the Settlement

Agreement.

Principles of Distribution

2. The Settlement Fund shall be paid to Rosenberg Law “in trust”. Class Counsel Fees, disbursements, interest on disbursements, plus applicable taxes, in the amount ordered by the Court will be deducted from the Settlement Fund by Class Counsel within 7 business days of receipt of the Settlement Fund. The sum of \$10,000.00 or such other amount as may be approved by the Court will forthwith thereafter be paid by Class Counsel to the Representative Plaintiff; Class Counsel will then immediately transfer the net monies from the Settlement Fund, now the Compensation Fund, to the Claims Administrator, who shall distribute the Compensation Fund as set out below.

3. Administration Costs may be paid from the Settlement Fund either upon approval of Class Counsel, or on application to the Court, after the initial distribution and before any final distribution of any residue.

Deadline for Claims

4. Claimants may make a Claim by delivering to the Claims Administrator prior to the Claims Deadline a completed SETTLEMENT BENEFIT CLAIM FORM attached to the Settlement Agreement as Schedule B(i) or as Schedule B(ii), with all supporting documentation to the Claims Administrator prior to the Claims Deadline. If a Class Member does not make a Claim prior to the Claims Deadline, the Claimant shall not be entitled to any compensation.

5. Mailed or couriered Claim Forms received after the Claims Deadline but post marked on or before the Claims Deadline will be deemed received on the post marked date. Emailed or faxed Claim Forms will be deemed received on the date received by the Claims Administrator.

6. A Claimant must not submit more than one Claim Form. In particular, a Claimant shall submit one Claim Form that comprises all claims he or she may have. If more than one Claim Form is submitted, the Claims Administrator will treat them as one Claim Form.

7. If, for any reason, a living Class Member is unable to complete the Claim Form, then it may be completed by the Class Member's personal representative.

8. All class members must complete and deliver to the Claims Administrator a Claims form or an "Opt Out" form on or before March 31, 2021.

Processing Claims

9. The Claims Administrator shall review each Claim Form and verify that the Claimant is eligible for compensation, as follows:

a. For a Claimant claiming to be a Class Member, the Claims Administrator shall be satisfied that:

i) the Claimant is a Class Member;

ii) the Claim is not an Excluded Claim;

b. For a Claimant claiming on behalf of a purported Class Member, the Claims Administrator shall be satisfied that (i) the Claimant has authority to act on behalf of the Class Member regarding financial affairs; (ii) the person on whose behalf the claim was submitted is a Class Member; and (iii) the claim is not an Excluded Claim.

10. The Claims Administrator will create a dedicated and encrypted webpage for Claimants to upload their Claims or Opt Out forms located at www.mnp.ca/positivelivingsettlement.

11. The claims process is intended to be expeditious, cost effective and 'user friendly' and to minimize the burden on Class Members. Absent reasonable grounds to the contrary, the Claims Administrator shall assume each Claimant to be acting honestly and in good faith.

12. Where a SETTLEMENT BENEFIT CLAIM FORM contains minor omissions or errors, the Claims Administrator shall correct such omissions or errors if the information to correct the error or omission is readily available to the Claims Administrator.

13. The Claims Administrator may make inquiries of a Claimant, or request that the Claimant provide additional documentation, inclusive of a copy of the Claimant's Driver's License or Passport, in the event of any concerns, ambiguities or inconsistencies in the Claim. If a Claimant has a lawyer, all inquiries or requests will be sent to the lawyer. If the Claims Administrator does not receive the additional information requested or follow-up answers to incomplete forms from a Claimant within 60 days after advising the Claimant of the Claim deficiency, the Claim shall be assessed on the basis of the material provided by the Claimant.

14. The Claims Administrator shall make best efforts to adjudicate a Claim and render a decision as to the Claimant's eligibility within 60 days of receipt of a completed SETTLEMENT BENEFIT CLAIM FORM.

15. The Claims Administrator shall provide its decision in writing by way of a letter or email to the Claimant. If a Claimant has a lawyer, the decision will be sent to the lawyer.

16. A Claimant may appeal the decision of the Claims Administrator within 30 days of issuance of the decision, to the Court. The Claimant must notify the Claims Administrator and Class Counsel in writing of their intent to appeal the decision. The appeal will be determined by the Court on the basis of written submissions without an oral hearing.

17. The judgment of the Supreme Court of British Columbia respecting any appeal from the Claims Administrator's decision is final and binding and shall not be subject to any further appeal.

18. After the Claims Deadline, and after the payment from the remaining Compensation Fund of all Administration Costs including any legal fees and disbursements arising from any Claimant appeals to the Court, the remaining monies in the Compensation Fund will be divided Pro Rata amongst the Claimants, with the objective that the fund be exhausted.

19. The Claims Administrator shall mail the cheque to the eligible Claimant at the postal address in the Claim Form or as otherwise directed by the Claimant. If the Claimant has a

lawyer, the cheque shall be made payable to the law firm “in trust” and sent directly to the lawyer.

20. The Claims Administrator shall pay all eligible claims within 120 days after the Claims Deadline.

21. If, for any reason, a Claimant does not cash a cheque within 6 months after the date of the cheque, the Claimant shall forfeit the right to compensation.

Remaining Amounts

22. If amounts are remaining in the Compensation Fund because of a Claimant not cashing a compensation cheque, or following completion of all appeals, and all other financial commitments have been met to implement the settlement, the remaining amounts will be distributed Pro Rata to all approved Claimants. If the Claims Administrator is of the view that the amounts remaining in the Settlement Funds are insufficient to warrant a further Pro Rata distribution, the Claims Administrator will donate the remaining amount to the Law Foundation of British Columbia.

POSITIVE LIVING CLASS ACTION SETTLEMENT
SETTLEMENT BENEFIT CLAIM FORM

1. Complete and submit this form only if (a) you were a resident of British Columbia, and you were a member of Positive Living on September 14, 2016 and (b) you were a recipient of the September 14, 2016 Email sent from Positive Living to 796 members, showing in the "cc" field the email addresses of all 796 recipients.
2. Fill in all of the required blanks in the form. Incomplete forms **will not** be accepted.
3. Submit completed forms to the Claims Administrator by the Claims Administrator's webpage at www.mnp.ca/positivelivingsettlement or by mail to:

MNP Ltd. Attention: Rick Anderson
Re: Positive Living Class Action Settlement
1500, 640 – 5th Avenue SW
Calgary, AB T2P 3G4

4. Forms must be received by the administrator or postmarked on or before March 31, 2021 in order for you to be eligible to receive settlement benefits.
5. Submission of this form does not entitle you to benefits, but constitutes a claim for benefits only. The administrator will determine your actual entitlement to benefits, if any, in accordance with the terms of the Settlement Agreement following the expiry of the claim period.

Claimant's Legal Name as of September 14, 2016:

Claimant's Legal Name (if different from above):

Claimant's Email Address with Positive Living as of September 14, 2016:

Claimant's Current Email and Mailing Addresses:

Claimant's Mailing Address and Phone Number as of September 14, 2016:

Claimant's Current Phone Number:

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Claimant's Legal Name as of September 14, 2016:

Claimant's Legal Name (if different from above):

Claimant's Email Address with Positive Living as of September 14, 2016:

Claimant's Current Email and Mailing Addresses:

Claimant's Mailing Address and Phone Number as of September 14, 2016:

Claimant's Current Phone Number:

Did you receive the September 14, 2016 email from Positive Living? If so, attach a copy, or explain why you cannot attach a copy.

Did you receive the March 26, 2020 Letter of Apology from Positive Living? If so, attach a copy, or explain why you cannot attach a copy.
