

**AVIVA BUSINESS INTERRUPTION INSURANCE CLASS ACTION
SETTLEMENT AGREEMENT**

Between

**MATT McCALLUM,
MATT McCALLUM DENTURIST PROFESSIONAL CORPORATION**

The “**Plaintiff**”

and

AVIVA INSURANCE COMPANY OF CANADA

The “**Defendant**”

Made as of July 2, 2026

(the “**Execution Date**”)

**AVIVA BUSINESS INTERRUPTION INSURANCE CLASS ACTION
SETTLEMENT AGREEMENT**

TABLE OF CONTENTS

RECITALS.....	5
SECTION 1: DEFINITIONS.....	8
SECTION 2: NOTICE AND SETTLEMENT APPROVAL	16
2.1 Best Efforts	16
2.2 Pre-Approval Notice and Order.....	16
2.3 Motions Seeking Approval of the Settlement Agreement.....	16
2.4 Pre-Motion Confidentiality of Settlement Agreement	17
SECTION 3: SETTLEMENT BENEFITS	19
3.1 Payment of Settlement Amount	19
3.2 Taxes and Interest	20
3.3 Material Term.....	21
3.4 Honoraria to the Plaintiff	21
SECTION 4: RIGHT TO OBJECT TO THE SETTLEMENT AGREEMENT	22
4.1 Objection Process	22
SECTION 5: RELEASES AND DISMISSALS	24
5.1 Release of Released Parties.....	24
5.2 Dismissal of the Action.....	25
5.3 Dismissal of Other Actions	25
5.4 Reservation of Claims.....	25
5.5 Impact of Dismissal.....	25
5.6 Material Terms	26
SECTION 6: EFFECT OF SETTLEMENT	27
6.1 No Admission of Liability	27
6.2 Agreement Not Evidence	27
6.3 No Further Litigation	27
6.4 Material Terms	28
SECTION 7: CLAIMS ADMINISTRATOR	29

7.1	Appointment of the Claims Administrator	29
SECTION 8: NOTICE OF SETTLEMENT TO CLASS.....		30
8.1	Notices to the Class	30
8.2	Form of Pre-Approval Notice / Notice of Proposed Settlement	30
8.3	Form of Settlement Approval Notice	30
8.4	Method of Disseminating Pre-Approval and Settlement Approval Notices.....	30
8.5	Defendant Not Responsible for the Costs of Notice	31
SECTION 9: ADMINISTRATION AND IMPLEMENTATION OF SETTLEMENT		32
9.1	Timing and Mechanics of Administration	32
9.2	No Responsibility for Investment, Administration or Distribution	32
9.3	Protection for Persons Involved in the Settlement Administration.....	33
9.4	Reporting	34
SECTION 10: CLASS COUNSEL FEES AND DISBURSEMENTS, HONORARIA, ACCOUNTANT'S FEES AND ADMINISTRATION EXPENSES		35
10.1	Class Counsel Fees and Disbursements, Accountant's Fees and Administration Expenses	35
SECTION 11: NON-APPROVAL OR TERMINATION OF SETTLEMENT AGREEMENT		36
11.1	Right of Termination.....	36
11.2	If the Settlement Agreement is Terminated.....	37
11.3	Survival of Provisions After Termination	37
11.4	Material Terms	38
SECTION 12: MISCELLANEOUS		39
12.1	Motion for Directions	39
12.2	Plaintiff to Provide Court Materials.....	39
12.3	Headings, etc.	39
12.4	Computation of Time.....	40
12.5	Jurisdiction	40
12.6	Governing Law.....	40
12.7	Entire Agreement	40
12.8	Amendment, Breach or Waiver	41
12.9	Binding Effect.....	41
12.10	Counterparts.....	42
12.11	Negotiated Agreement	42

12.12	Language	42
12.13	Recitals.....	43
12.14	Schedules.....	43
12.15	Acknowledgements	43
12.16	Authorized Signatures	44
12.17	Notice	44
12.18	Date of Execution	45
Schedule A – Pre-Approval Order		46
Schedule B – Pre-Approval Notice Plan.....		51
Schedule C – Pre-Approval Notice.....		52
Schedule D – Settlement Approval Order		56
Schedule E – Settlement Approval Notice Plan		64
Schedule F – Settlement Approval Notice.....		65

RECITALS

- A. **WHEREAS** the Plaintiff commenced the Action on June 8, 2020;
- B. **AND WHEREAS** the Plaintiff was granted carriage of the Action against the Defendant, except the claims brought in Court File Nos. CV-20-00001041-00CP and CV-20-00643386-00CP, as provided in the Carriage Order of Belobaba J. dated January 19, 2021;
- C. **AND WHEREAS** the Action was certified as a class proceeding by the Certification Order of Belobaba J. dated July 27, 2021;
- D. **AND WHEREAS** Notice of Certification was provided to Class Members pursuant to the Order of Belobaba J. dated July 27, 2021;
- E. **AND WHEREAS** the period for Class Members to timely opt-out of the Action expired on November 14, 2021;
- F. **AND WHEREAS**, on consent, the Action was transferred to the Commercial List on August 22, 2024, and was assigned Court File No. CV-24-00729943-00CL;
- G. **AND WHEREAS** the common issues trial in the Action was scheduled to take place beginning on January 19, 2026 for six weeks;
- H. **AND WHEREAS** the Parties attended mediation before the Honourable George Strathy on June 20, July 28, July 29, August 25, and August 26, 2025;

- I. **AND WHEREAS**, as a result of the Parties' subsequent settlement discussions and negotiations, the Parties agreed in principle upon a full and final settlement of the Action;
- J. **AND WHEREAS** the Parties have entered into this Settlement Agreement which embodies all of the terms and conditions of the final settlement between the Parties, both individually and on behalf of the Class, subject to Court approval;
- K. **AND WHEREAS** the Parties agree that neither this Settlement Agreement nor any statement made in the negotiation thereof shall be deemed or construed to be an admission of liability or obligation on the part of the Defendant or evidence of the truth of any of the Plaintiff's allegations against the Defendant, and any liability is, in fact, denied;
- L. **AND WHEREAS** the Defendant is entering into this Settlement Agreement to achieve a final nation-wide resolution of all claims asserted or which could have been asserted against it by the Plaintiff and the Class;
- M. **AND WHEREAS** the Plaintiff has reviewed and fully understands 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 burdens and expense in prosecuting the Action, including the risks and uncertainties associated with trials and appeals, and having regard to the value of the settlement, the Plaintiff has concluded that this Settlement Agreement is fair, reasonable, and in the best interests of the Plaintiff and the Class;

N. **AND WHEREAS** the Parties therefore wish to, and hereby do, finally resolve on a nation-wide basis (subject to Court approval), without admission of liability, the Action and all of the claims, allegations, or demands that were, or could have been, advanced therein in respect of the Defendant's Policies;

NOW THEREFORE, in consideration of the payments, 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 is fully and finally settled and dismissed with prejudice and without costs, subject to Court approval, on the following terms and conditions:

SECTION 1: DEFINITIONS

As used in this Settlement Agreement, including the recitals and attached schedules, the capitalized terms defined herein have the following meaning, unless this Settlement Agreement specifically provides otherwise. Other capitalized terms used in this Settlement Agreement that are not defined in section 1 shall have the meanings ascribed to them elsewhere in the Settlement Agreement.

- (1) **Accountant** means the firm proposed by Class Counsel and appointed by the Court to complete accounting work necessary to quantify Class Member claims submitted pursuant to the Distribution Protocol.
- (2) **Accountant's Fees** means all fees, disbursements, expenses, costs, taxes, and any other amounts incurred or payable by the Plaintiff, Class Counsel or otherwise for the quantification of Class Member claims by the Accountant.
- (3) **Action** means the action filed in the Ontario Superior Court of Justice with the title of proceedings *Matt McCallum, Matt McCallum Denturist Professional Corporation v Aviva Insurance Company of Canada*, bearing Court File No. CV-20-00000981-00CP and then Court File No. CV-24-00729943-00CL.
- (4) **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, administration and operation of this Settlement Agreement, including in relation to translation, the Pre-Approval Notice Plan and Settlement Approval Notice Plan and providing the Pre-Approval Notice and Settlement Approval Notice, administering the Trust Account, and the Claims Administrator's expenses in implementing and administering the Settlement Approval Notice Plan, the Distribution Protocol, and the claims process as provided in the Distribution Protocol.
- (5) **Carriage Order** means the Order of Belobaba J. dated January 19, 2021, granting carriage of the Action to the Plaintiff, except the claims brought in *The*

Royal Canadian Legion, Victory Branch #317 v Aviva Insurance Company of Canada, CV-20-0001041-00CP (the “**Legion Action**”) and *Nordik Windows Inc et al v Aviva Insurance Company of Canada*, CV-20-00643386-00CP (the “**Nordik Action**”).

- (6) **Certification Order** means the Order of Belobaba J. dated July 27, 2021, certifying the Action as a class proceeding.
- (7) **Claims Administrator** means the third-party administrator appointed by the Court to implement and administer the Settlement Agreement, including the Distribution Protocol and the claims process as provided in the Distribution Protocol, and any of the appointed Claims Administrator’s employees.
- (8) **Class Counsel** means Lerner LLP, as appointed by the Court in paragraph 4 of the Certification Order.
- (9) **Class Counsel Fees and Disbursements** means all legal fees, costs, disbursements, and interest plus applicable taxes incurred by Class Counsel in the Action, including in respect of the Settlement Approval Hearing and any related appeals in respect of this settlement as well as the oversight of the appointment of the Accountant and the Claims Administrator and implementation of the Pre-Approval Notice Plan, Settlement Approval Notice Plan, Distribution Protocol, and claims process as provided in the Distribution Protocol.
- (10) **Class or Class Member** means respectively the class or individual class member as defined at paragraph 2 of the Certification Order, as follows:

All persons, natural or corporate, carrying on operations usual to a denturist who were insured by and have submitted a claim to Aviva Insurance Company of Canada (“Aviva”) under a Commercial Insurance Policy issued by Aviva on behalf of the Denturist Association of Ontario, pursuant to the *Denturists and Hearing Aid Specialists Program* (“*Denturist Program*”), which included “Restricted Access” coverage and/or “Negative Publicity” coverage under

Business Income - Actual Loss Sustained (Broad Form Perils) (Form 402014-02), and which claimed loss of business income:

- a) while access to its premises was restricted in whole or in part (“Restricted Access”) by an order of civil authority, including the mandatory closure order made by the Province of Ontario on March 23, 2020 (the “Closure Order”), and/or
- b) while access to its premises was restricted in whole or in part by any subsequent order of civil authority, and/or
- c) as a direct result of an outbreak of COVID-19 within 1 kilometre of its premises (the “Class Members”).

For better certainty, Class or Class Members does not include any persons, corporations, or other entities carrying on business that are members of the certified classes in the Legion and Nordik Actions.

- (11) **Court** means the Ontario Superior Court of Justice.
- (12) **Defendant** means Aviva Insurance Company of Canada.
- (13) **Distribution Protocol** means the plan(s) to be developed by Class Counsel for distributing the Settlement Amount, plus accrued interest and less approved Accountant’s Fees, Administration Expenses, Class Counsel Fees, Class Counsel Disbursements, and any Honoraria, to Settlement Class Members, as approved by the Court.
- (14) **Effective Date** means the date when the Settlement Approval Order is approved by the Court and becomes a Final Order, and any rights to terminate this Settlement Agreement under section 11.1 of this Settlement Agreement have expired.

- (15) **Final Order** means a final order, judgment, or equivalent decree entered by the Court or other provincial superior court once the time to appeal such order, judgment, or decree has expired without an appeal being taken, if an appeal lies, or once there has been affirmation of the final order, judgment, or decree upon a final disposition of all appeals.
- (16) **Honoraria** means the amount paid to the Plaintiff in recognition of their contribution to the Action, subject to approval by the Court.
- (17) **Non-Material Changes** means corrections to spelling, grammar or other typographical errors, or other non-material changes as agreed to in writing by the Defendant, such agreement not to be unreasonably withheld.
- (18) **Objection Filing Deadline** means the deadline by which a Class Member's written objection to the Settlement Agreement must be received by Class Counsel.
- (19) **Opt-Outs** means the Class Members who delivered a valid opt-out to Class Counsel on or before 5:00 pm EST on November 14, 2021, pursuant to paragraph 9 of the Certification Order.
- (20) **Other Action(s)** means an action(s) or proceeding(s) in respect of Released Claims commenced by a Class Member(s) either before or after the Effective Date against the Defendant and/or a Released Party/Parties, other than the Action.
- (21) **Parties (and individually, Party)** means the Plaintiff and the Defendant, and where applicable, the Class.
- (22) **Plaintiff** means the representative plaintiff Matt McCallum, Matt McCallum Denturist Professional Corporation, as appointed at paragraph 3 of the Certification Order.

- (23) **Policies** means the Commercial Insurance Policy issued by Aviva on behalf of the Denturist Association of Ontario, pursuant to The Denturists and Hearing Aid Specialists Program, including all certificates issued thereunder, which included “Restricted Access” coverage and/or “Negative Publicity” coverage under the Business Income - Actual Loss Sustained (Broad Form Perils) (Form 402014-2).
- (24) **Pre-Approval Notice** or **Notice of Proposed Settlement** means the form of notice, substantially in the form attached as Schedule “C”, approved by the Court to inform the Class of: (i) the date and location of the Settlement Approval Hearing to seek approval of this Settlement Agreement; and (ii) the principal elements of this Settlement Agreement and the process by which a Class Member may object to the Settlement Agreement.
- (25) **Pre-Approval Notice Plan** means the plan for distributing the Pre-Approval Notice to the Class, substantially in the form attached as Schedule “B”, approved by the Court.
- (26) **Pre-Approval Order** means the order issued by the Court, substantially in the form attached as Schedule “A”: (i) approving the Pre-Approval Notice Plan; and (ii) the Pre-Approval Notice.
- (27) **Released Claims** means any and all manner of claims, complaints, demands, actions, suits, charges, causes of action, rights of recovery, or judgments, whether class, collective, individual, or otherwise in nature, whether personal or subrogated, in law or equity or arising under statute, regulation, ordinance, contract, or otherwise in nature, for damages of any kind including compensatory, punitive, or other damages, liabilities for any obligations of any nature whatsoever, including interest, costs, expenses, class administration expenses (including Administration Expenses and Accountant’s Fees), penalties, and lawyers’ fees (including Class Counsel Fees), whenever incurred, known or unknown, suspected or unsuspected, foreseen or unforeseen, actual or contingent, choate or inchoate, and liquidated or unliquidated, that the Releasors,

or any of them, whether directly, indirectly, representatively, derivatively, or in any other capacity, ever had, now have, or hereafter can, shall, or may have, against the Released Parties arising from or relating in any way to any conduct occurring anywhere, from the beginning of time through the pendency of the Action, in respect of any conduct alleged (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 conduct alleged in the Action, or that could have been alleged with respect to claims under the Policies for business interruption losses arising from the COVID-19 pandemic.

- (28) ***Released Parties (and individually, Released Party)*** means, jointly and severally, the Defendant and each of its past, present, and future, direct and indirect parents (including holding companies), owners, subsidiaries, divisions, predecessors, successors, affiliates, associates (as defined in the *Canada Business Corporations Act*, RSC 1985, C C-44), insurers, reinsurers and all other persons, partnerships, or corporations with whom any of the former have been, or are now, affiliated, and each of their respective past, present, and future officers, directors, employees, agents, shareholders, attorneys, legal or other representatives, trustees, servants and representatives, members, managers, partners, and the predecessors, successors, purchasers, heirs, executors, administrators, insurers, spouses, family law claimants, creditors, and assigns of each of the foregoing.
- (29) ***Releasing Parties (and individually, Releasing Party)*** means the Plaintiff and the Class and each Class Member and their respective parents, subsidiaries, affiliates, predecessors, successors, heirs, executors, administrators, insurers, assigns, beneficiaries, trustees, agents, and legal or other representative (whether or not they object to the settlement and whether or not they receive any

distribution of the Settlement Funds). However, for greater clarity, the Releasing Parties do not include the Opt-Outs.

- (30) **Settlement Agreement** means this settlement agreement, including the recitals and schedules.
- (31) **Settlement Amount** means the all-inclusive amount of six million, eight hundred and sixty two thousand, seven hundred and twenty four dollars and fifty cents Canadian dollars (CAD \$6,862,724.50). For better certainty, the Settlement Amount includes all amounts referenced in subsection 3.1(2).
- (32) **Settlement Approval Hearing** means the hearing to approve the motions brought before the Court for an order approving the settlement provided for in this Settlement Agreement in accordance with the *Class Proceedings Act, 1992*, SO 1992, c 6.
- (33) **Settlement Approval Notice** means the form of notice, substantially in the form attached as Schedule “F”, approved by the Court to inform the Class: (i) that the Settlement Agreement was approved by the Court at the Settlement Approval Hearing; and (ii) the procedure and timeline for Class Members to submit claims to the Claims Administrator pursuant to the Distribution Protocol.
- (34) **Settlement Approval Notice Plan** means the plan for distributing the Settlement Approval Notice to the Class, substantially in the form attached as Schedule “E”, approved by the Court.
- (35) **Settlement Approval Order** means the order issued by the Court, substantially in the form attached as Schedule “D”: (i) approving the Settlement Agreement, (ii) approving the Settlement Approval Notice Plan, (iii) approving the Settlement Approval Notice, (iv) appointing the Accountant and Claims Administrator, and (v) dismissing the Action as of the Effective Date.

- (36) **Settlement Funds** means the Settlement Amount, less the Class Counsel Fees and Disbursements, Honoraria, Accountant's Fees, and Administration Expenses.
- (37) **Trust Account** means a segregated interest-bearing trust account at a Canadian Schedule I bank under the control of the Claims Administrator for the benefit of the Class.

SECTION 2: NOTICE AND SETTLEMENT APPROVAL

2.1 Best Efforts

- (1) The Parties shall use their best efforts to give effect to this settlement and to secure the prompt, complete, and final approval and implementation of the Settlement Agreement, including the final dismissal of the Action with prejudice and without costs.

2.2 Pre-Approval Notice and Order

- (1) As soon as practicable after this Settlement Agreement is executed, the Plaintiff shall seek the Pre-Approval Order, substantially in the form attached as Schedule "A". The Plaintiff retains discretion to make Non-Material Changes to the Pre-Approval Order, the Pre-Approval Notice Plan, and the Pre-Approval Notice, subject to Court approval.
- (2) The Plaintiff shall prepare all materials required to seek Court approval of the Pre-Approval Order, the Pre-Approval Notice Plan, and the Pre-Approval Notice, subject to review, comment, and approval by the Defendant.

2.3 Motions Seeking Approval of the Settlement Agreement

- (1) As soon as practicable after: (i) the Pre-Approval Orders have been approved, and (ii) the Pre-Approval Notices have been disseminated, the Plaintiff shall bring a motion seeking Court approval of the Settlement Approval Order.
- (2) Contemporaneously or at any such other time as shall reasonably be agreed by the Parties, the Plaintiff will seek Court approval of the Settlement Approval Notice Plan and the Settlement Approval Notice.
- (3) The Settlement Approval Order, the Settlement Approval Notice Plan, and the Settlement Approval Notice shall be substantially in the forms attached as Schedule "D", "E", and "F" to this Settlement Agreement, respectively. The Plaintiff retains discretion to make Non-Material Changes to the Settlement

Approval Order, the Settlement Approval Notice Plan, and the Settlement Approval Notice.

- (4) The Plaintiff shall prepare all materials required to seek Court approval of the Settlement Approval Order, the Settlement Approval Notice Plan, and the Settlement Approval Notice, subject to review, comment, and approval by the Defendant.

2.4 Pre-Motion Confidentiality of Settlement Agreement

- (1) Until the filing of the motion for the Pre-Approval Order, the Parties shall keep the fact of the Parties' settlement and the terms of this Settlement Agreement confidential and shall not disclose them without the prior written consent of counsel for the Defendant and Class Counsel, except:
 - a. as required for financial reporting purposes;
 - b. for the preparation of financial records (including tax returns and financial statements);
 - c. as necessary to give effect to the terms of this Settlement Agreement; and
 - d. as otherwise required by law.
- (2) Notwithstanding subsection 2.4(1), the Parties are not prohibited from disclosing or discussing the terms of this Settlement Agreement with their counsel, experts retained by or on behalf of the parties, reinsurers to whom the claims have been notified, or the firms retained by their counsel to act as claims administrator and/or provide accounting services to the Class in connection with the contemplated claims adjudication procedure.
- (3) Further, notwithstanding subsection 2.4(1), the fact of the Parties' settlement may be disclosed to counsel in the Nordik Action.

- (4) The Parties shall act in good faith to ensure that any public statements, comments, or communications regarding the Action or this Settlement Agreement are balanced, fair, accurate, and free from disparagement.

SECTION 3: SETTLEMENT BENEFITS

3.1 Payment of Settlement Amount

- (1) Within thirty (30) days of the Effective Date, the Defendant shall pay the Settlement Amount to the Claims Administrator in full satisfaction of:
 - a. all payment obligations under this Settlement Agreement; and
 - b. the Released Claims against the Released Parties.
- (2) The Defendant shall have no obligation to pay any amount other than the Settlement Amount pursuant to or in furtherance of this Settlement Agreement, or for any other reason. For the avoidance of doubt, the Settlement Amount is inclusive of, among other things, and without limiting the generality of the foregoing:
 - a. all amounts claimed or that could have been claimed, by the Plaintiff and the Class in the Action;
 - b. all interest amounts claimed or that could have been claimed in by the Plaintiff and the Class in the Action;
 - c. all Class Counsel Fees and Disbursements;
 - d. all taxes;
 - e. all Honoraria;
 - f. all Accountant's Fees; and
 - g. all Administration Expenses.
- (3) When the Defendant pays the Settlement Amount under subsection 3.1(1), 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 Released Parties. Upon receipt of the Settlement Amount, it will be deposited in the Trust Account maintained and under the control of the Claims Administrator.

- (4) The Claims Administrator shall maintain the Trust Account as provided for in this Settlement Agreement. The Claims Administrator shall not pay out all or part of the monies in the Trust Account, except in accordance with this Settlement Agreement.
- (5) The Defendant shall not have a reversionary interest in the Settlement Amount or any of the interest or income earned.

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) All taxes payable on any interest which accrues on the Settlement Amount in the Trust Account or otherwise in relation to the Settlement Agreement shall be the responsibility of the Class. The Claims Administrator shall be solely responsible to fulfill all tax reporting and payment requirements arising from the Settlement Amount 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 Settlement Amount 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 Settlement Amount or pay any taxes on the monies in the Trust Account.

3.3 Material Term

- (1) The payment of the Settlement Amount as provided in subsection 3.1(1) of this Settlement Agreement shall be a material term in this Settlement Agreement and the Defendant's failure to comply with this provision shall give rise to a right of termination pursuant to section 11.1 of this Settlement Agreement.
- (2) The Parties acknowledge that the terms of this Settlement Agreement set out in sections 3.1, 3.2 and 3.3 shall be material terms of this Settlement Agreement and failure of the Courts to approve these terms shall give rise to a right of termination pursuant to section 11.1 of this Settlement Agreement.

3.4 Honoraria to the Plaintiff

- (1) Class Counsel may bring a motion to the Court for approval of an Honoraria for the Plaintiff contemporaneous with seeking approval of this Settlement Agreement or at such other time thereafter as they determine in their discretion.
- (2) The Defendant will not make submissions in relation to the Honoraria for the Plaintiff.
- (3) Any Honoraria to the Plaintiff will be awarded at the discretion of the Court. Any Honoraria so awarded will be paid out of the Settlement Amount after the Effective Date. For greater certainty, the Defendant shall not be liable for any Honoraria awarded to the Plaintiff or Class Members.

SECTION 4: RIGHT TO OBJECT TO THE SETTLEMENT AGREEMENT

4.1 Objection Process

- (1) Class Counsel shall receive any written objections to the Settlement Agreement.
- (2) Class Members may object to the Settlement Agreement by sending a written objection, in English or French, signed by the Class Member by pre-paid mail or email to Class Counsel as directed in the Pre-Approval Order and Pre-Approval Notice.
- (3) Written objections to the Settlement Agreement must be received by Class Counsel on or before midnight Eastern time on the Objection Filing Deadline.
- (4) All written objections to the Settlement Agreement must be personally signed by the Class Member or their authorized representative and contain the following information to be effective:
 - a. the full name, current address, telephone number, and email address (if applicable) of the Class Member;
 - b. the Policy number and Policy effective date held by the Class Member;
 - c. the applicable title of proceedings (*Matt McCallum, Matt McCallum Denturist Professional Corporation v Aviva Insurance Company of Canada*, CV-24-00729943-00CL);
 - d. a brief statement of the nature of and reason for the Class Member's objection to the Settlement Agreement; and
 - e. whether the Class Member intends to appear in a self-represented capacity or by counsel at the Settlement Approval Hearing, and if appearing by counsel, the name, address, telephone number, and email address of counsel.

- (5) Class Counsel will provide copies of all written objections to the Defendant within three (3) days after their receipt. Wherever reasonably possible, such copies shall be provided in electronic form.
- (6) Class Counsel shall, fourteen (14) days before the scheduled Settlement Approval Hearing, serve on counsel for the Defendant and file with the Court an affidavit reporting on the number of written objections received on or before the Objection Filing Deadline along with copies of the applicable written objections.

SECTION 5: RELEASES AND DISMISSALS

5.1 Release of Released Parties

- (1) In consideration of the Settlement Agreement and upon the Effective Date, the Releasing Parties, jointly and severally, individually and collectively, willfully, finally, and forever waive, release, relinquish, and discharge the Released Claims against the Released Parties.
- (2) The Plaintiff and the Class acknowledge that they may hereafter discover facts in addition to, or different from, those facts which they know or believe to be true regarding the Action or subject matter of the Settlement Agreement, and it is their intention to release fully, finally, and forever all Released Claims against the Released Parties and, in further of such intention, this release shall be and remain in effect notwithstanding the discovery or existence of additional or different facts.
- (3) As of the Effective Date, each of the Releasing Parties: (i) shall be deemed to have, and by operation of the Final Order shall have fully, finally, and forever waived, released, relinquished, and discharged all Released Claims that the Releasing Parties, or any of them, whether directly, indirectly, derivatively, or in any other capacity, ever had, now have, or hereafter can, shall, or may have against the Released Parties, regardless of whether such Releasing Parties participates in the distribution of the Settlement Amount; (ii) shall forever be enjoined from prosecuting in any forum any Released Claim against any of the Released Parties; (iii) agrees and covenants not to sue any of the Released Parties on the basis of or in relation to any Released Claims or to assist any third party in commencing or maintaining any suit against any Released Parties for any Released Claims; and (iv) agrees and covenants not to sue, make any claim, or take any proceeding in any jurisdiction arising out of or relating to the subject matter of the Released Claims against any other person or corporation or other entity who might claim contribution and indemnity under the provisions of the

Negligence Act, RSO 1990, c N1, or any similar legislation or at law or claim any other relief of a monetary, declaratory or injunctive nature from any other party thereto.

5.2 Dismissal of the Action

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

5.3 Dismissal of Other Actions

- (1) Upon the Effective Date, each Class Member who did not timely and validly opt out shall be deemed to irrevocably consent to the dismissal, with prejudice and without costs, of his, her or its Other Action(s) against the Released Parties.
- (2) Upon the Effective Date, all Other Actions by any Class Member who did not timely and validly opt out shall be deemed to be dismissed against the Released Parties, with prejudice and without costs.
- (3) The Defendant may rely on this Release as a defence to any lawsuit by the Releasing Parties that purports to seek compensation from the Defendant for anything released through this Settlement Agreement.

5.4 Reservation of Claims

- (1) This Settlement Agreement shall resolve the claims of Class Members only in respect of the Released Claims.

5.5 Impact of Dismissal

- (1) The Parties agree that the dismissals set out in subsections 5.2(1) and 5.3(2) shall not alter, negate, or otherwise have any impact or effect on the releases of the Released Claims by the Releasing Parties in favour of the Released Parties that are set out in section 5.1 of this Settlement Agreement.

5.6 Material Terms

- (1) The form and content of the releases and covenants not to sue contemplated in section 5.1 shall be material terms of this Settlement Agreement and the failure of the Court to approve these terms shall give rise to a right of termination pursuant to section 11.1 of this Settlement Agreement.
- (2) The Parties also acknowledge that the terms of this Settlement Agreement set out in sections 5.2, 5.3, 5.4, 5.5 and 5.6 shall be material terms of the Settlement Agreement and the failure of the Court to approve these terms shall give rise to a right of termination pursuant to section 11.1 of this Settlement Agreement.

SECTION 6: EFFECT OF SETTLEMENT

6.1 No Admission of Liability

- (1) The Plaintiff and Released Parties expressly reserve all of their rights if this Settlement Agreement is not approved or is terminated. The Plaintiff and Released Parties further agree that whether or not this Settlement Agreement is approved or terminated, 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 Released Parties, or of the truth of any of the claims or allegations contained in the Action or any other pleading filed by the Plaintiff or any other Class Member.

6.2 Agreement Not Evidence

- (1) The Plaintiff and Released Parties agree that, whether or not the Settlement Agreement is approved or is terminated, 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, to defend against the assertion of the Released Claims, concerning reinsurance recoveries in respect of the claims settled by this Settlement Agreement, or as otherwise required by law or as provided in this Settlement Agreement.

6.3 No Further Litigation

- (1) The Plaintiff may not directly or indirectly participate or be involved in or in any way assist with respect to any claim made or action commenced by any person

in respect of the Released Claims or with respect to any claim made or action commenced by any person, including any Opt-Outs, except as required to give effect to this Settlement Agreement.

- (2) None of the Parties may divulge to anyone, for any purpose, any document or information obtained in the course of discovery of the Action, the settlement discussions, negotiations, mediation, and preparation of this Settlement Agreement, except to the extent permitted by the provisions of this Settlement Agreement, or such information otherwise is publicly available, or unless ordered to do so by a Court in Canada.

6.4 Material Terms

- (1) The Parties acknowledge that the terms of this Settlement Agreement set out in sections 6.1, 6.2, 6.3 and 6.4 shall be material terms to this Settlement Agreement and the failure of the Court to approve these terms shall give rise to a right of termination pursuant to section 11.1 of the Settlement Agreement.

SECTION 7: CLAIMS ADMINISTRATOR

7.1 Appointment of the Claims Administrator

- (1) The Plaintiff, through Class Counsel, will take reasonable steps to identify and recommend for appointment by the Court a Claims Administrator that, if this Settlement Agreement is approved by the Court:
 - a. will assume full responsibility for execution of the Distribution Protocol and claims process, as provided in the Distribution Protocol, in a timely and proper manner; and
 - b. agrees to carry out its responsibilities in accordance with the Settlement Agreement and Distribution Protocol in a timely and proper manner.

SECTION 8: NOTICE OF SETTLEMENT TO CLASS

8.1 Notices to the Class

- (1) The Class shall be given the following Notices: (i) the Pre-Approval Notice; (ii) notice if the Settlement Agreement is terminated after Pre-Approval Notices have been disseminated; (iii) Settlement Approval Notice if the settlement is approved by the Court; and (iv) such other notices as may be ordered by the Court.

8.2 Form of Pre-Approval Notice / Notice of Proposed Settlement

- (1) The Pre-Approval Notice (Notice of Proposed Settlement) shall be substantially in the form attached as Schedule “C” or such form ordered by the Court. The Plaintiff retains discretion to make Non-Material Changes to the Pre-Approval Notice, without Court approval.

8.3 Form of Settlement Approval Notice

- (1) The Settlement Approval Notice shall be substantially in the form attached as Schedule “F”, or such form ordered by the Court. The Plaintiff retains discretion to make Non-Material Changes to the Settlement Approval Notice, without Court approval.

8.4 Method of Disseminating Pre-Approval and Settlement Approval Notices

- (1) The Pre-Approval Notice and the Settlement Approval Notice shall be disseminated by means of the methods provided for in the Pre-Approval Notice Plan and Settlement Approval Notice Plan, attached as Schedules “B” and “E”, respectively, or by such other methods ordered by the Court. The Plaintiff retains discretion to make Non-Material Changes to the Pre-Approval Notice Plan and the Settlement Approval Notice Plan, without Court approval.
- (2) Class Counsel shall implement the Pre-Approval Notice Plan for the dissemination of Pre-Approval Notice, the Settlement Approval Notice Plan for

dissemination of the Settlement Approval Notice, and such other notice as may be required and/or ordered by the Court.

- (3) Class Counsel shall, fourteen (14) days before the scheduled Settlement Approval Hearing, or as soon as ordered by the Court, serve on counsel for the Defendant and file with the Court, an affidavit providing proof of the dissemination of the applicable Pre-Approval Notice in accordance with the Pre-Approval Notice Plan.

8.5 Defendant Not Responsible for the Costs of Notice

- (1) For greater clarity, the Defendant shall have no responsibility for any costs and expenses relating to providing the Pre-Approval Notice, the Settlement Approval Notice, or such other notice as required by this section, by the Court, or otherwise.

SECTION 9: ADMINISTRATION AND IMPLEMENTATION OF SETTLEMENT

9.1 Timing and Mechanics of Administration

- (1) Contemporaneous with seeking the Settlement Approval Order, or at such other time as shall reasonably be agreed to by the Parties, the Plaintiff will seek an order from the Court appointing the Accountant and Claims Administrator and approving the Distribution Protocol.
- (2) Except to the extent provided for in this Settlement Agreement, the mechanics and timing of the implementation and administration of this Settlement Agreement and the Distribution Protocol shall be determined by the Court on motion(s) brought by the Plaintiff.
- (3) Subject to the Plaintiff's discretion to make non-material amendments to the Distribution Protocol, and any amendments by the Court, after the Effective Date the Claims Administrator shall administer the Distribution Protocol and claims process as provided in the Distribution Protocol.

9.2 No Responsibility for Investment, Administration or Distribution

- (1) Without limiting the Defendant's obligations under this Settlement Agreement to pay the Settlement Amount, the Defendant shall have no responsibility, financial obligations or liability whatsoever with respect to the investment or distribution of the Settlement Amount, including, but not limited to, Accountant's Fees, Administration Expenses, Honoraria, and Class Counsel Fees and Disbursements.
- (2) The Defendant shall have no responsibility, financial obligations, or liability whatsoever in respect to the implementation, supervision, or administration of the Settlement Agreement, including the Distribution Protocol, the claims process required by the Distribution Protocol, or in respect of the distribution of the Settlement Funds to Class Members.

9.3 Protection for Persons Involved in the Settlement Administration

- (1) The Defendant will not oppose the Plaintiff and Class Counsel seeking an order from the Court providing that no person may bring any action or take any proceedings against the appointed Accountant or Claims Administrator or any of their employees, agents, partners, associates, representatives, successors, or assigns for any matter in any way relating to the implementation of the Settlement Approval Order and Settlement Agreement or to the implementation and administration of the Distribution Protocol and the claims process or the investment, distribution, or administration of the Settlement Amount, other than for liabilities as a result of the Accountant's or Claims Administrator's own actual fraud, dishonesty, or negligence and only with leave of the Court.
- (2) The Plaintiff and Class Counsel will seek, and the Defendant will not oppose, an order from the Court providing that no person may bring any action or take any proceedings against Class Counsel or any of their employees, agents, partners, associates, representatives, successors, or assigns for any matter in any way relating to the communication of any personal or private information to the Accountant or Claims Administrator, the implementation of the Settlement Approval Order and Settlement Agreement, the implementation and administration of the Distribution Protocol and the claims process including, but not limited to, in relation to fraudulent claims under the claims process, or the investment, distribution, or administration of the Settlement Amount, other than for liabilities as a result of Class Counsel's own willful or fraudulent misconduct and only with leave of the Court.
- (3) The Plaintiff and Class Counsel will seek an order from the Court providing that no person may bring any action or take any proceedings against the Defendant or any of its employees, agents, partners, associates, representatives, successors, or assigns for any matter in any way relating to the communication of any personal

or private information to the Accountant or Claims Administrator, the implementation of the Settlement Approval Order and Settlement Agreement, the implementation and administration of the Distribution Protocol and the claims process including, but not limited to, in relation to fraudulent claims under the claims process, or the investment, distribution, or administration of the Settlement Amount.

9.4 Reporting

- (1) Within sixty (60) days of the completion of its obligations under the Settlement Agreement, the Claims Administrator shall communicate to the Parties its final report regarding administration of its obligations.
- (2) If required by the Court or by law, the Plaintiff will submit the report provided in subsection 9.4(1) within sixty (60) days of receipt to the Court and the Plaintiff will require, and submit to the Court, any additional information from the Claims Administrator as required.

**SECTION 10: CLASS COUNSEL FEES AND DISBURSEMENTS, HONORARIA,
ACCOUNTANT'S FEES AND ADMINISTRATION EXPENSES**

**10.1 Class Counsel Fees and Disbursements, Accountant's Fees and
Administration Expenses**

- (1) Class Counsel and/or the Claims Administrator is authorized to pay the Administration Expenses in respect of: (i) any translation required under the Pre-Approval Notice Plan and the Settlement Approval Notice Plan; (ii) the dissemination of the Pre-Approval Notice and the Settlement Approval Notice as required by section 8.1 and the Pre-Approval Notice Plan and the Settlement Approval Notice Plan; (iii) the administration and maintenance of the Trust Account; (iv) the Accountant's Fees; and (v) the Claims Administrator's expenses in implementing and administering the Settlement Approval Notice Plan, the Distribution Protocol, and the claims process as provided in the Distribution Protocol.
- (2) Class Counsel may contemporaneously seek the Court's approval to pay Class Counsel Fees and Disbursements, Honoraria, Accountant's Fees and/or Administration Expenses with seeking approval of this Settlement Agreement, or at such other time as they shall determine in their sole discretion, provided that the Honoraria, and Class Counsel Fees and Disbursements shall not be paid from the Settlement Amount in the event this Settlement Agreement is not approved or is terminated.
- (3) The Defendant will take no position on Class Counsel Fees and Disbursements or Honoraria.
- (4) The Defendant shall not be liable for any fees, disbursements, or taxes, including Class Counsel Fees and Disbursements, of any lawyers, experts, advisors, agents, or representatives of Class Counsel, the Plaintiff or Class Members.

SECTION 11: NON-APPROVAL OR TERMINATION OF SETTLEMENT AGREEMENT

11.1 Right of Termination

(1) The Parties shall, in their respective discretions, have the right to terminate this Settlement Agreement by providing written notice of their election to do so to the other Party(ies) within thirty (30) days following the date on which:

- a. the Court declines to approve any of the following material sections of this Settlement Agreement: 3.1, 3.2, 3.3, 5.1, 5.2, 5.3, 5.4, 5.5, 5.6, 6.1, 6.2, 6.3, 6.4, 11.1, 11.2, 11.3 and 11.4;
- b. the Settlement Approval Order does not become a Final Order.

(2) Any order, ruling or determination made by the Court with respect to:

- a. Class Counsel Fees and Disbursements; or
- b. 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.

(3) In addition to subsection 11.1(1), the Plaintiff shall have the option to terminate the Settlement Agreement in the event of non-payment of the Settlement Amount by the Defendant as provided in subsection 3.1(1).

(4) If the Defendant or Plaintiff elect to terminate the Settlement Agreement pursuant to subsections 11.1(1) and/or 11.1(3), a written notice of termination shall be provided in accordance with section 12.17 within thirty (30) days following the event of termination. Upon delivery of such a written notice, this Settlement Agreement shall be terminated and, except as provided in subsection 11.4(1), it 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 the Action or any litigation.

11.2 If the Settlement Agreement is Terminated

- (1) If this Settlement Agreement is terminated, the Parties agree:
 - a. the Plaintiff will bring a motion(s), as reasonably necessary, and the Defendants will cooperate in any such motion(s), to have any prior Pre-Approval Order, Settlement Approval Order or other order set aside and declared null and void and of no force or effect, and all Parties shall be estopped from asserting otherwise; and
 - b. any steps taken by the Parties in relation to this Settlement Agreement shall be without prejudice to any position that the Parties may later take in respect of any procedural or substantive issues in the Action or any proceeding in Canada.

11.3 Survival of Provisions After Termination

- (1) If this Settlement Agreement is terminated, this Settlement Agreement, including the releases and dismissals provided in section 5, shall be null and void and shall have no force or effect, and no Party to this Settlement Agreement shall be bound by any of its terms, except for the provisions of subsections 2.4(1), 2.4(2), 2.4(3), 2.4(4), 6.1(1), 6.2(1), 6.3(2), 8.1(1), 8.5(1), 10.1(1), 10.1(4), 11.2(1), 11.3(1), 11.3(2), 12.1(1), 12.1(2), 12.1(3), 12.2(1), 12.3(1), 12.4(1), 12.5(1), 12.6(1), 12.7(1) (as it relates to the sections of this Settlement Agreement that survive termination), 12.8(1), 12.8(2), 12.8(3), 12.8(4), 12.9(1) (as it relates to the sections of this Settlement Agreement that survive termination), 12.10(1), 12.11(1), 12.12(1), 12.13(1), 12.14(1), 12.15(1), 12.16(1), 12.17(1), and 12.18(1) (and any additional provisions governing confidentiality) and the definitions and Schedules applicable thereto which shall survive the termination and continue in

full force and effect. The definitions and Schedules shall survive only for the limited purpose of the interpretation of the above referenced provisions.

- (2) All other provisions of this Settlement Agreement and all other obligations pursuant to this Settlement Agreement shall cease immediately.

11.4 Material Terms

- (1) The Parties acknowledge that the terms of this Settlement Agreement set out in sections 11.1, 11.2, 11.3 and 11.4 shall be material terms to this Settlement Agreement and the failure of the Court to approve any of these terms shall give rise to a right of termination pursuant to subsection 11.1(1) of the Settlement Agreement.

SECTION 12: MISCELLANEOUS

12.1 Motion for Directions

- (1) Class Counsel or counsel to the Defendant may apply to the Court for direction in respect of the interpretation, implementation, and administration of this Settlement Agreement.
- (2) Class Counsel may apply to the Court for direction in respect of the interpretation, implementation, and administration of the Distribution Protocol.
- (3) All motions contemplated by this Settlement Agreement shall be on notice to the Parties, except for motions concerned solely with the implementation and administration of the Distribution Protocol. For certainty, notice need not be provided to the Class in the event of a motion unless so required by the Court.

12.2 Plaintiff to Provide Court Materials

- (1) In addition to the obligations noted in subsections 2.2(2) and 2.3(3), the Plaintiff will provide the Defendant with all materials they intend to file in any other motion, application, or other court proceeding related to this Settlement Agreement or the Settlement not less than seven (7) days in advance of filing, for their review and comment. The Plaintiff will reasonably consider any comments received from the Defendant before finalizing and filing their materials.

12.3 Headings, etc.

- (1) In this Settlement Agreement:
 - a. The division of the Settlement Agreement into sections and the insertion of headings are for convenience of reference only and shall not affect the construction or interpretation of the Settlement Agreement; and
 - b. The terms “this Settlement Agreement”, “hereof”, “hereunder”, “herein”, and similar expressions refer to this Settlement Agreement and not to any particular section or other portion of this Settlement Agreement.

12.4 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, the number of days 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 *Rules of Civil Procedure*, the act may be done on the next day that is not a holiday.

12.5 Jurisdiction

- (1) The Ontario Superior Court of Justice shall have exclusive jurisdiction with respect to the implementation, administration, interpretation, and enforcement of the terms of this Settlement Agreement, the Distribution Protocol, and the Trust Account.

12.6 Governing Law

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

12.7 Entire Agreement

- (1) This Settlement Agreement constitutes the entire agreement between the Parties, and supersedes all prior and contemporaneous understandings, undertakings, negotiations, representations, promises, agreement, agreements in principle, memoranda of understanding, and minutes of settlement in connection to the subject matter of this Settlement Agreement. 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.

12.8 Amendment, Breach or Waiver

- (1) This Settlement Agreement may not be modified or amended except in writing and on consent of all Parties hereto, and the Court must approve any such modification or amendment.
- (2) In the event that any one or more of the provisions contained in this Settlement Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect or in any jurisdiction, such invalidity, illegality, or unenforceability shall not affect any other provision of this Settlement Agreement. However, if any of the terms designated by this Settlement Agreement as being material is held to be invalid, illegal, or unenforceable, either Party may elect to terminate this Settlement Agreement in accordance with subsection 11.1(1).
- (3) Upon determination that any term or provision is invalid, illegal, or unenforceable, the Parties may, in their sole discretion, negotiate to amend this Settlement Agreement to effect the original intent of the Parties as closely as possible. Any such amendment shall be reviewed and approved by the Court before it becomes effective.
- (4) The waiver by one Party of any breach of this Settlement Agreement by another Party shall not be deemed a waiver of any other prior, concurrent, or subsequent breach of the same or any other provision of this Settlement Agreement.

12.9 Binding Effect

- (1) This Settlement Agreement shall be binding upon and inure to the benefit of the Plaintiff, the Class Members, the Defendants, the Releasing Parties, the Released Parties, 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 Releasing Parties and each and

every covenant and agreement made by the Defendant shall be binding upon all of the Released Parties.

12.10 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, PDF or electronic signature shall be deemed an original signature for purposes of executing this Settlement Agreement.

12.11 Negotiated Agreement

- (1) This Settlement Agreement has been the subject of arm's length negotiations and discussions among the Parties, 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 or effect. The Parties further agree that the language contained in or not contained in previous drafts of this Settlement Agreement, any agreement in principle, or minutes of settlement shall have no bearing upon the proper interpretation of this Settlement Agreement.

12.12 Language

- (1) The Parties acknowledge that they have required and consented that this Settlement Agreement and all related documents be prepared in English; *les parties reconnaissent avoir exigé que la présente convention et tous les documents à son soutien soient rédigés en anglais*. Nevertheless, the Plaintiff and/or a translation firm selected by the Plaintiff shall prepare a French translation of this Settlement Agreement including the Schedules at their own expense, to be paid out of the Settlement Amount. The Parties agree that such translation is for convenience only. In the event of any dispute as to the interpretation or application of this Settlement Agreement, only the English version shall be considered.

- (2) The cost of translating the Notices, claims forms, or other documents referred to or flowing from this Settlement Agreement into French and/or any other language shall, in the event the translation is required, be paid by the Plaintiff out of the Settlement Amount.

12.13 Recitals

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

12.14 Schedules

- (1) The Schedules annexed hereto form part of this Settlement Agreement.

12.15 Acknowledgements

- (1) Each of the Parties hereby affirms and acknowledges that:
 - a. he, she, 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 the Settlement Agreement;
 - b. the terms of this Settlement Agreement and the effects thereof have been fully explained to him, her, or the Party's representative by his, her, or its counsel;
 - c. he, she, 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.

12.16 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.

12.17 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 in writing and shall be provided personally by email to the representatives for the Party to whom notice is being provided, as identified below:

For the Plaintiff/Class Members

Lerners LLP

85 Dufferin Avenue
P.O. Box 2335
London, ON N6A 4G4

Kevin L. Ross (kross@lerners.ca)

Peter W. Kryworuk (pkryworuk@lerners.ca)

Anthony J. Bedard (abedard@lerners.ca)

Alfonso Campos Reales (acamposreales@lerners.ca)

Jacob Damstra (jdamstra@lerners.ca)

Minki Jeong (mjeong@lerners.ca)

For the Defendant

Stikeman Elliott LLP

5300 Commerce Court West
199 Bay Street
Toronto, ON, M5L 1B9

Alan L.W. D'Silva (adsilva@stikeman.com)

Glenn Zacher (gzacher@stikeman.com)

Daniel S. Murdoch (dmurdoch@stikeman.com)

Lesley Mercer (lmerc@stikeman.com)

12.18 Date of Execution

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



Per: Daniel S. Murdoch

**Counsel to the Defendant Aviva
Insurance Company of Canada**



Per: Alfonso Campos Reales

Class Counsel

Schedule A – Pre-Approval Order

Court File No. CV-20-00000981-00CP
CV-24-00729943-00CL

**ONTARIO
SUPERIOR COURT OF JUSTICE**

THE HONOURABLE) _____ DAY, THE ____ DAY
JUSTICE E.M. MORGAN)
DAY OF _____, 2026

B E T W E E N:

MATT McCALLUM,
MATT McCALLUM DENTURIST PROFESSIONAL CORPORATION
Plaintiff

and

AVIVA INSURANCE COMPANY OF CANADA
Defendant

Proceeding under the *Class Proceedings Act, 1992*

ORDER
(PRE-APPROVAL ORDER)

THIS MOTION made by the Plaintiff for an Order approving the form and content of the Notice of Proposed Settlement and the method of dissemination to Class Members under section 27.1(8) of the *Class Proceedings Act, 1992*, SO 1992, c 6, was heard on **[NTD: insert date]** in writing.

ON READING the materials filed, including the Settlement Agreement dated **[NTD: insert execution date]** attached to this Order as **Appendix “A”** and the Distribution Protocol attached to this Order as **Appendix “B”**;

AND ON BEING ADVISED that the Parties consent to this Order:

1. **THIS COURT DECLARES** that, in addition to terms defined in this Order, for the purposes of this Order, the definitions set out in the Settlement Agreement apply to and are incorporated into this Order.
2. **THIS COURT ORDERS** that the Class Members shall be given notice of the settlement approval hearing (the “**Notice**”) in substantially the form set out in **Appendix “C”** and in the manner set out in **Appendix “D”** and shall be deemed to have been provided notice once the steps in **Appendix “D”** have been completed.
3. **THIS COURT ORDERS** that if the Defendant is contacted by Class Members or insurance brokers regarding the Notice delivered to Class Members in accordance with **Appendix “D”**, the Defendant shall direct them to the website: www.lerners.ca/deals-and-cases/denturists-class-action.
4. **THIS COURT ORDERS** that any Class Member who wishes to object to the Settlement Agreement must do so by sending a signed written objection to acamposreales@lerners.ca or denturistclassaction@lerners.ca with the below information on or before **August 28, 2026** at 5:00 pm EST (the “**Objection Filing Deadline**”):

- (a) the full name, current address, telephone number, and email address (if applicable) of the Class Member;
- (b) confirmation that the individual submitting the objection has authority to act on behalf of the Class Member, if applicable;
- (c) the insurance policy number and policy effective date held by the Class Member;
- (d) the applicable title of proceedings (*Matt McCallum, Matt McCallum Denturist Professional Corporation v Aviva Insurance Company of Canada*, CV-24-00729943-00CL);
- (e) a brief statement of the nature of and reason for the Class Member's objection to the Settlement Agreement; and
- (f) whether the Class Member intends to appear in a self-represented capacity or by counsel at the Settlement Approval Hearing, and if appearing by counsel, the name, address, telephone number, and email address of counsel.

5. **THIS COURT ORDERS** that fourteen (14) days before the scheduled Settlement Approval Hearing, Class Counsel shall serve on counsel for the Defendant and file with the Court an affidavit reporting on the number of written objections received on or before the Objection Filing Deadline and providing copies of the written objections from the objectors.

Morgan J.

MATT McCALLUM, MATT McCALLUM DENTURIST
PROFESSIONAL CORPORATION
Representative Plaintiff

-and- AVIVA INSURANCE COMPANY OF CANADA
Defendant

Court File No. CV-20-00000981-00CP
CV-24-00729943-00CL

**ONTARIO
SUPERIOR COURT OF JUSTICE**

PROCEEDING COMMENCED AT LONDON

DRAFT ORDER (NOTICE OF SETTLEMENT APPROVAL HEARING)

Lerners LLP
85 Dufferin Avenue
P.O. Box 2335
London, ON N6A 4G4

Kevin L. Ross (kross@lerners.ca)

Peter W. Kryworuk
(pkryworuk@lerners.ca)

Anthony J. Bedard
(abedard@lerners.ca)

Alfonso Campos Reales
(acamposreales@lerners.ca)

Jacob Damstra
(jdamstra@lerners.ca)

Minki Jeong
(mjeong@lerners.ca)

Lawyers for the Representative Plaintiff

Schedule B – Pre-Approval Notice Plan

Unless otherwise modified herein, the definitions set out in the Settlement Agreement dated *[insert]* apply.

Part 1: First Notice will be disseminated (or caused to be disseminated) by Class Counsel within 7 days of approval as follows:

1. Notice of Proposed Settlement (substantially in the form attached as **Schedule C** to the Settlement Agreement) will be:
 - (a) posted by Class Counsel on <https://lerner.ca/deals-and-cases/denturists-class-action> (in English);
 - (b) provided (by e-mail, if possible) by Class Counsel to all Class Members for whom Class Counsel has contact information (in English);
 - (c) disseminated as a news release in the Denturist Association of Ontario's official website on <https://secure.denturistassociation.ca/news.html> (in English); and
 - (d) sent electronically and/or in paper form to the Denturist Association of Ontario with a cover letter requesting that they distribute the notice through their electronic message systems to the attention of their denturist members who may be Class Members and post the notice on their news boards directed to the attention of their members who may be Class Members.

Part 2: Second Notice will be disseminated (or caused to be disseminated) by Class Counsel 30 days after First Notice as follows:

1. Notice of Proposed Settlement will be:
 - (a) disseminated as a news release in the Denturist Association of Ontario's official website on <https://secure.denturistassociation.ca/news.html> (in English); and
 - (b) provided (by e-mail, if possible) by Class Counsel to all Class Members for whom Class Counsel has contact information (in English).

Schedule C – Pre-Approval Notice

Notice of Proposed Settlement

Denturist Class Action Regarding Denturists and Hearing Aid Specialists Program

Read this notice carefully as it may affect your legal rights

THIS NOTICE IS TO:

All Class Members who are: all persons, natural or corporate, carrying on operations usual to a denturist who were insured by and have submitted a claim to Aviva Insurance Company of Canada (“**Aviva**”) under a Commercial Insurance Policy issued by Aviva on behalf of the Denturist Association of Ontario, pursuant to the Denturists and Hearing Aid Specialists Program (“**Denturist Program**”), bearing Policy 81278157, which included “Restricted Access” coverage and/or “Negative Publicity” coverage under Business Income - Actual Loss Sustained (Broad Form Perils) (Form 402014-02) (“**Denturist Program Policy**”), and which claimed loss of business income:

- (a) while access to its premises was restricted in whole or in part by the mandatory closure order made by the Province of Ontario on March 23, 2020, and/or
- (b) while access to its premises was restricted in whole or in part by any subsequent order of civil authority, and/or
- (c) as a direct result of an outbreak of COVID-19 within 1 kilometre of its premises (the “**Class**”).

A class action settlement (“**Settlement**”) has been reached between Aviva and Matt McCallum, Matt McCallum Denturist Professional Corporation, as Representative Plaintiff for the Class, for C\$6,862,724.50 to resolve the claims asserted on behalf of all Class Members against Aviva.

IMPORTANT DEADLINES

Objection Deadline (to object to the proposed Settlement, Class Counsel’s Fee Approval Request, the proposed Representative Plaintiff Honorarium, or the proposed Distribution Protocol): **August 28, 2026**.

THE NATURE OF THE CLAIMS ASSERTED

The Action alleges that Aviva is in breach of contract when it denied the Class Members’ loss of business income coverage. The Action claims for payment of loss of business income damages to the Class Members insured under the Denturist Program Policy.

THE CERTIFICATION ORDER

By Order dated July 15, 2021, the Ontario Superior Court (“**Court**”) certified the Action as a class proceeding under the Ontario *Class Proceedings Act*, 1992. The Court appointed the plaintiff, Matt McCallum, Matt McCallum Denturist Professional Corporation, in London, Ontario as the representative plaintiff (“**Representative Plaintiff**”) and Lerner LLP as Class Counsel.

THE SETTLEMENT

On [insert], the Representative Plaintiff and Aviva executed a Settlement Agreement (“**Settlement Agreement**”), which is subject to approval by the Court. The Settlement Agreement provides for the payment of C\$6,862,724.50 (“**Settlement Amount**”) in consideration of the full and final settlement of the claims of Class Members.

The Settlement Agreement provides that, if approved by the Court, the claims of Class Members asserted or that could have been asserted in the Action will be fully and finally released, and the Action will be dismissed.

The Settlement Agreement is not an admission of liability, wrongdoing, or fault on the part of Aviva, which has denied, and continues to deny, the allegations against it.

SETTLEMENT APPROVAL HEARING

The Settlement Agreement is conditional on approval by the Court. The Settlement Agreement will be approved if the Court determines that it is fair and reasonable and in the best interests of the Class Members to approve it.

The Court will hear a motion for approval of the Settlement on **October 14, 2026** at the Superior Court of Justice – Toronto: 330 University Ave., Toronto, Ontario M5G 1R7.

CLASS COUNSEL’S FEES AND OTHER EXPENSES

The Representative Plaintiff and the Class are represented by Lerner LLP (“**Class Counsel**”). Class Counsel are conducting the Action on a contingent fee basis. On October 14, 2026, Class Counsel will make a motion to the Court for approval of their fees, which in the aggregate will not exceed \$1,738,500.35 inclusive of HST, plus reimbursement for expenses incurred in the litigation in the maximum amount of \$175,000.00, inclusive of HST.

On October 14, 2026, Class Counsel will also seek the Court’s approval for the payment of an honorarium to the Representative Plaintiff in the maximum amount of C\$15,000.00. Class Counsel will be requesting that the honorarium be deducted directly from the Settlement Amount.

On October 14, 2026, Class Counsel will also seek a Court Order appointing Davis Martindale LLP as Accountant as defined in and for the purposes of carrying out the Distribution Protocol.

On October 14, 2026, Class Counsel will also seek a Court Order appointing MDD Forensic Accountants as Claims Administrator as defined in and for the purposes of carrying out the Distribution Protocol.

The fees of the Accountant and Claims Administrator, together with any other costs relating to approval, notification, implementation and administration of the Settlement (“**Administration Expenses**”), will also be paid from the Settlement Amount.

CLASS MEMBERS’ ENTITLEMENT TO COMPENSATION

If the Settlement is approved by the Court, the Settlement Amount, less the Court-approved Class Counsel Fees and Disbursements, Honorarium, Accountant’s Fees, and Administration Expenses (“**Settlement Funds**”) will be distributed to Class Members who file valid and timely claims in accordance with the Distribution Protocol.

On October 14, 2026, the Plaintiff will seek the Court’s approval of the Distribution Protocol and a process by which Class Members can claim compensation from the Settlement Funds.

The proposed Distribution Protocol will provide that in order to determine the individual entitlement of Class Members who make claims, the losses of each claimant will be calculated in accordance with the Distribution Protocol. Once the losses of all Class Members who have filed valid claims have been calculated, the Settlement Funds will be allocated to those Class Members in proportion to their percentage of the total losses calculated for all valid claims filed. Because the Settlement Funds will be distributed *pro rata*, it is not possible to estimate the individual recovery of any individual Class Member until all the valid claims have been received and reviewed.

The approval of the Settlement Agreement is not contingent on the approval of the Distribution Protocol. The Court may still approve the Settlement Agreement even if it does not approve the Distribution Protocol or approves amendments to the Distribution Protocol.

PARTICIPATION IN THE APPROVAL MOTION

The following material will be posted on Class Counsel’s website dedicated to the Action <https://lerner.ca/deals-and-cases/canadian-legion-class-action> on or before the dates set out below:

1. the Settlement Agreement (posted prior to or at the time of the publication of this notice);

2. the proposed Distribution Protocol (posted by August 14, 2026) and
3. a summary of the basis upon which Class Counsel recommends the Settlement and Distribution Protocol (posted by August 14, 2026).

Class Members who wish to comment on, or make an objection to, the approval of the Settlement Agreement, the proposed Honorarium, the Distribution Protocol or the fees and disbursements of Class Counsel shall deliver (by email, mail or courier) a written submission to Class Counsel, to be postmarked or received no later than August 28, 2026, at the following email address or mailing address:

Alfonso Campos Reales

Email: acamposreales@lerner.ca or denturistclassaction@lerner.ca

Tel: 519.640.6362 or Toll Free: 1.844.867.9024

Fax: 519.932.3362

Please check the website for this Action from time to time for any information updates:

<https://lerner.ca/deals-and-cases/denturists-class-action>

ADDITIONAL INFORMATION

This notice has been approved by the Ontario Superior Court of Justice. The Court offices cannot answer any questions about the matters in this notice. The Orders of the Court and other information in both languages are available on Class Counsel's website at <https://lerner.ca/deals-and-cases/denturists-class-action>

Questions relating to the Action may be directed to Class Counsel using the contact details above.

The publication of this notice was authorized by The Honourable Justice E.M. Morgan of the Ontario Superior Court of Justice

Schedule D – Settlement Approval Order

Court File No. CV-20-00000981-00CP
CV-24-00729943-00CL

**ONTARIO
SUPERIOR COURT OF JUSTICE**

THE HONOURABLE) THE
JUSTICE E.M. MORGAN)
DAY OF, 2026

B E T W E E N:

(Court Seal)

MATT McCALLUM,
MATT McCALLUM DENTURIST PROFESSIONAL CORPORATION
Plaintiff

and

AVIVA INSURANCE COMPANY OF CANADA
Defendant

Proceeding under the *Class Proceedings Act, 1992*

ORDER
(SETTLEMENT APPROVAL AND NOTICE)

THIS MOTION made by the Plaintiff for an Order approving the Settlement Agreement and approving the form and content of notice of the approval of the Settlement Agreement to be provided to Class Members under section 27.1(12) of the *Class Proceedings Act, 1992*, SO 1992, c 6, and dismissing this action against the Defendant

was heard on October 14, 2026, at 330 University Avenue, 8th Floor, Toronto ON M5G 1R7.

ON READING the materials filed, including the Settlement Agreement dated [NTD: insert execution date] attached to this Order as **Appendix “A”** and the Distribution Protocol attached to this Order as **Appendix “B”**;

AND ON HEARING the submissions of counsel for the Parties [NTD: and the submissions of any objectors, fair and adequate notice of the within hearing having been provided to the Class in accordance with the Order of this Court dated ●];

AND ON BEING ADVISED that the deadline for written objections to the Settlement Agreement was **August 28, 2026** and there were [NTD: insert number] written objections to the Settlement Agreement received;

AND ON BEING ADVISED that the deadline for opting out of the Action was on November 14, 2021 and that 23 valid opt-outs were received by Class Counsel;

AND ON BEING ADVISED that the Parties consent to this Order:

1. **THIS COURT ORDERS** that, in addition to the terms defined in this Order, the definitions set out in the Settlement Agreement apply to and are incorporated into this Order.
2. **THIS COURT ORDERS** that in the event of a conflict between this Order and the Settlement Agreement, this Order shall prevail.

3. **THIS COURT ORDERS** that the Settlement Agreement and this Order are binding on the Parties and on every Class Member that did not opt out of this action before the expiry of the Opt Out Deadline, whether or not such Class Member claims or receives compensation, including those persons who are under disability, and the requirements of Rules 7.04(1) and 7.08(f) of the *Rules of Civil Procedure* are dispensed with.

4. **THIS COURT ORDERS** that the Settlement Agreement is fair, reasonable, and in the best interests of the Class.

5. **THIS COURT ORDERS** that the Settlement Agreement is hereby approved, pursuant to section 27 of the *Class Proceedings Act, 1992*, SO 1992, c 6, and shall be implemented and enforced in accordance with its terms and the terms of this Order.

6. **THIS COURT ORDERS** that the Parties may make non-substantive amendments to the Settlement Agreement, including the Schedules, provided that each Party to the Settlement Agreement agrees in writing to any such amendments.

7. **THIS COURT ORDERS** that, upon the Effective Date, each of the Releasing Parties jointly and severally, individually and collectively, has released and shall be conclusively deemed to have fully, finally, and forever absolutely waived, released, relinquished, and discharged the Released Parties from the Released Claims.

8. **THIS COURT ORDERS** that, upon the Effective Date, each Releasing Party shall forever be enjoined from and shall not now or hereafter institute, continue, maintain, intervene in, assert or prosecute, either directly or indirectly, in any forum, whether in Canada or elsewhere, on their own behalf or on behalf of any class or any other person,

any proceeding, cause of action, claim or demand against any Released Parties, or any other person who may claim contribution or indemnity or other claims over relief from any Released Parties, in respect of any Released Claim, and agrees and covenants not to assist any third party in commencing or maintaining any suit against any Released Parties, or any other person who may claim contribution or indemnity or other claims over relief from any Released Parties, for any Released Claims.

9. **THIS COURT ORDERS** that, upon the Effective Date, each Class Member shall be deemed to have consented to the dismissal as against the Released Parties of any Other Actions they have commenced in respect of the Released Claims, without costs and with prejudice.

10. **THIS COURT ORDERS** that, upon the Effective Date, each Other Action commenced in Ontario by any Class Member in respect of the Released Claims shall be and is hereby dismissed against the Released Parties, without costs and with prejudice.

11. **THIS COURT ORDERS** that the Notice of Settlement Approval (the “**Notice**”), a copy of which is attached as **Appendix “C”**, is hereby approved for distribution in accordance with the Settlement Approval Notice Plan (the “**Notice Plan**”), a copy of which is attached as **Appendix “D”**.

12. **THIS COURT DECLARES** that the dissemination of the Notice as set out in the Settlement Agreement and the Notice Plan is the best notice practicable under the circumstances, constitutes sufficient notice to the Class entitled to notice, and satisfies the requirements of notice pursuant to ss 17 through 22, inclusive, of the *Class Proceedings Act, 1992*.

13. **THIS COURT ORDERS** that Davis Martindale LLP is hereby appointed as Accountant as defined in and for the purposes set out in the Settlement Agreement and the Distribution Protocol.

14. **THIS COURT ORDERS** that MDD Forensic Accountants is hereby appointed as Claims Administrator as defined in and for the purposes set out in the Settlement Agreement and the Distribution Protocol.

15. **THIS COURT ORDERS** that the Claims Administrator, MDD Forensic Accountants, shall, within 60 days after the date on which the settlement funds are fully distributed, file with the Court the report contemplated by section 27.1(16) of the *Class Proceedings Act, 1992*.

16. **THIS COURT ORDERS** that if the Defendant is contacted by Class Members or insurance brokers regarding the Notice, the Defendant shall direct them to the website: <https://lerner.ca/deals-and-cases/denturists-class-action>.

17. **THIS COURT ORDERS** that, other than that which has been provided in the Settlement Agreement, no Released Parties shall have any responsibility or liability for any matter whatsoever relating to the communication of any personal or private information to the Accountant, the Claims Administrator, the implementation of the Settlement Approval Order and Settlement Agreement, the implementation and administration of the Distribution Protocol and the claims process including, but not limited to, in relation to fraudulent claims under the claims process, or the administration, investment or distribution of the Settlement Amount.

18. **THIS COURT ORDERS** that that no person may bring any action or take any proceedings against the appointed Accountant or Claims Administrator, or any of its employees, agents, partners, associates, representatives, successors, or assigns for any matter in any way relating to the implementation of the Settlement Approval Order and Settlement Agreement or to the implementation and administration of the Distribution Protocol and the claims process or the investment, distribution, or administration of the Settlement Amount, other than for liabilities as a result of the Accountant's or Claims Administrator's own actual fraud, dishonesty, or negligence and only with leave of the Court.

19. **THIS COURT ORDERS** that no person may bring any action or take any proceedings against Class Counsel or any of their employees, agents, partners, associates, representatives, successors, or assigns for any matter in any way relating to the communication of any personal or private information to the Accountant or Claims Administrator, the implementation of the Settlement Approval Order and Settlement Agreement, the implementation and administration of the Distribution Protocol and the claims process including, but not limited to, in relation to fraudulent claims under the claims process, or the investment, distribution, or administration of the Settlement Amount, other than for liabilities as a result of Class Counsel's own willful or fraudulent misconduct and only with leave of the Court.

20. **THIS COURT ORDERS** that the requested Class Counsel Fees in the amount of <\$____> and Disbursements in the amount of <\$____> be paid from the Settlement Amount, in accordance with the provisions of the Settlement Agreement.

21. **THIS COURT ORDERS** that the Representative Plaintiff, Matt McCallum, Matt McCallum Denturist Professional Corporation, is awarded an honorarium of \$_____, which amounts will be paid out of the Settlement Funds.

22. **THIS COURT ORDERS** that for purposes of administration and enforcement of the Settlement Agreement and this Order, this Court will retain an ongoing supervisory role.

23. **THIS COURT ORDERS** that any Party may bring a motion to this Court at any time for directions with respect to the implementation or interpretation of the Settlement Agreement on notice to all other Parties.

24. **THIS COURT ORDERS** that on notice to the Court but without further order of the Court, the parties to the Settlement Agreement may agree to reasonable extensions of time to carry out any of the provisions of the Settlement Agreement.

25. **THIS COURT ORDERS** that, in the event that the Settlement Agreement is terminated in accordance with its terms, this Order shall be declared null and void and of no force or effect without the need for any further order of this Court but with notice to the Class.

26. **THIS COURT ORDERS** that, upon the Effective Date, this action is hereby dismissed without costs and with prejudice.

Morgan J.

MATT McCALLUM, MATT McCALLUM DENTURIST
PROFESSIONAL CORPORATION
Representative Plaintiff

-and- AVIVA INSURANCE COMPANY OF CANADA
Defendant

Court File No. CV-20-00000981-00CP
CV-24-00729943-00CL

**ONTARIO
SUPERIOR COURT OF JUSTICE**

PROCEEDING COMMENCED AT LONDON

DRAFT ORDER (SETTLEMENT APPROVAL AND NOTICE)

Lerners LLP
85 Dufferin Avenue
P.O. Box 2335
London, ON N6A 4G4

Kevin L. Ross (kross@lerners.ca)

Peter W. Kryworuk
(pkryworuk@lerners.ca)

Anthony J. Bedard
(abedard@lerners.ca)

Alfonso Campos Reales
(acamposreales@lerners.ca)

Jacob Damstra
(jdamstra@lerners.ca)

Minki Jeong
(mjeong@lerners.ca)

Lawyers for the Representative Plaintiff

Schedule E – Settlement Approval Notice Plan

Unless otherwise modified herein, the definitions set out in the Settlement Agreement dated [insert] apply.

Part 1: First Notice will be disseminated (or caused to be disseminated) by Class Counsel within 7 days after approval of the Settlement Agreement and Distribution Protocol have been obtained, as follows:

1. Notice of Settlement Approval (substantially in the form attached as Schedule F to the Settlement Agreement) will be:
 - (a) posted by Class Counsel on <https://lerner.ca/deals-and-cases/denturists-class-action> (in English);
 - (b) provided (by e-mail, if possible) by Class Counsel to all Class Members for whom Class Counsel has contact information (in English);
 - (c) disseminated as a news release in the Denturist Association of Ontario's official website on <https://secure.denturistassociation.ca/news.html> (in English); and
 - (d) sent electronically and/or in paper form to the Denturist Association of Ontario with a cover letter requesting that they distribute the notice through their electronic message systems to the attention of their denturist members who may be Class Members and post the notice on their news boards directed to the attention of their members who may be Class Members.

Part 2: Second Notice will be disseminated (or caused to be disseminated) by Class Counsel 30 days after First Notice as follows:

1. Notice of Settlement Approval will be:
 - (a) disseminated as a news release in the Denturist Association of Ontario's official website on <https://secure.denturistassociation.ca/news.html> (in English); and
 - (b) provided (by e-mail, if possible) by Class Counsel to all Class Members for whom Class Counsel has contact information (in English).

Schedule F – Settlement Approval Notice

Notice of Settlement Approval

Denturist Class Action Regarding Denturists and Hearing Aid Specialists Program

Read this notice carefully as it may affect your legal rights

THIS NOTICE IS TO:

All Class Members who are: all persons, natural or corporate, carrying on operations usual to a denturist who were insured by and have submitted a claim to Aviva Insurance Company of Canada (“**Aviva**”) under a Commercial Insurance Policy issued by Aviva on behalf of the Denturist Association of Ontario, pursuant to the Denturists and Hearing Aid Specialists Program (“**Denturist Program**”), bearing Policy 81278157, which included “Restricted Access” coverage and/or “Negative Publicity” coverage under Business Income - Actual Loss Sustained (Broad Form Perils) (Form 402014-02) (“**Denturist Program Policy**”), and which claimed loss of business income:

- (a) while access to its premises was restricted in whole or in part by the mandatory closure order made by the Province of Ontario on March 23, 2020, and/or
- (b) while access to its premises was restricted in whole or in part by any subsequent order of civil authority, and/or
- (c) as a direct result of an outbreak of COVID-19 within 1 kilometre of its premises (the “**Class**”).

A class action settlement (“**Settlement**”) has been reached between Aviva and Matt McCallum, Matt McCallum Denturist Professional Corporation, as Representative Plaintiff for the Class, for C\$6,862,724.50 to resolve the claims asserted on behalf of all Class Members against Aviva.

The Ontario Superior Court of Justice (“**Court**”) has approved the Settlement. This notice contains important details about the Settlement and how to submit a claim for compensation from the Settlement.

IMPORTANT DEADLINE TO FILE CLAIM FOR COMPENSATION

Claims Bar Deadline (to file a claim for compensation): **no later than 11:59 pm EST on the date that is one hundred and eighty (180) calendar days after the first publication of the notice advising Class Members of the Claims process, which is [insert]**

THE NATURE OF THE CLAIMS ASSERTED

The Action alleges that Aviva is in breach of contract when it denied the Class Members' loss of business income coverage. The Action claims for payment of loss of business income damages to the Class Members insured under the Denturist Program Policy.

SETTLEMENT APPROVAL, FEE APPROVAL AND OTHER MATTERS

On [insert], the Court approved the Settlement. The Settlement provides for the payment of C\$6,862,724.50 ("**Settlement Amount**") in consideration of the full and final settlement of the claims of Class Members.

The Settlement Agreement provides that the claims of Class Members (who did not opt out) asserted or that could have been asserted in the Action will be fully and finally released, and the Action will be dismissed.

The Settlement Agreement is not an admission of liability, wrongdoing or fault on the part of Aviva, which has denied, and continues to deny, the allegations against it.

The Court awarded Lerner's LLP ("**Class Counsel**") total legal fees in the amount of [insert], plus disbursements of [insert], plus applicable taxes on the fees and expense. As is customary in such cases, Class Counsel conducted the class action on a contingency fee basis. Class Counsel was not paid as the matter proceeded and funded the expenses of conducting the litigation. The approved fees and disbursements will be deducted from the Settlement Amount before it is distributed to Class Members.

The Court also approved the payment of an honorarium to the Representative Plaintiff in the amount of [insert]. The honorarium will be deducted from the Settlement Amount before it is distributed to Class Members.

The Court also made Orders appointing Davis Martindale LLP as Accountant and appointing MDD Forensic Accountants as Claims Administrator as defined in and for the purposes of carrying out the Distribution Protocol.

The Accountant's Fees and all expenses incurred or payable relating to approval, notification, implementation and administration of the Settlement including the Claims Administrator fees ("**Administration Expenses**"), will also be paid from the Settlement Amount before it is distributed to Class Members.

The Settlement Amount includes all legal fees, taxes and administrative expenses.

CLAIMS ADMINISTRATOR

The Court has appointed [insert] as the claims administrator for the Settlement ("**Claims Administrator**"). The Claims Administrator will, among other things:

- (i) receive and process claims for compensation from the Settlement;

- (ii) determine Class Members' eligibility for and entitlement to compensation pursuant to the Distribution Protocol;
- (iii) communicate with Class Members regarding claims for compensation; and
- (iv) manage and distribute the Settlement Amount in accordance with the Settlement Agreement and the orders of the Court.

The Claims Administrator can be contacted at:

[insert Claims Administrator full contact details]

CLASS MEMBERS' ENTITLEMENT TO COMPENSATION

The Settlement Amount, less the Court-approved Class Counsel Fees and Disbursements, Honorarium, Accountant's Fees, and Administration Expenses ("**Settlement Funds**") will be distributed to Class Members in accordance with the Distribution Protocol approved by the Court.

To be eligible for compensation, Class Members must submit their Claim Form **no later than 11:59 pm EST on the date that is one hundred and eighty (180) calendar days after the first publication of the notice advising Class Members of the Claims process, which is [insert] ("Claims Filing Deadline")**.

The most efficient way to complete the Online Claims Form prepared by the Claims Administrator available at *[insert link]* and file an online claim. The Online Claims Form provides step by step instructions on how to file a claim. In order to verify claims, the Claims Administrator will require supporting documentation, including Annual Financial Statements. Accordingly, Class Members should visit the Claims Administrator's site as soon as possible so that they have time to obtain the required documentation prior to the Claims Filing Deadline.

Online claims are strongly recommended and preferred. If necessary, the Claims Administrator can facilitate submission of claims in hardcopy. To request the ability to file a physical claim, Class Members may contact the Claims Administrator for details.

If you have any questions about how to complete or file a Claim Form, the documentation required to support a claim, or whether you are a Class Member, please contact the Claims Administrator.

ADDITIONAL INFORMATION

This notice has been approved by the Ontario Superior Court of Justice. The Court offices cannot answer any questions about the matters in this notice. The Orders of the Court and other information in both languages are available on Class Counsel's website at <https://lerner.ca/deals-and-cases/denturists-class-action>.

Questions relating to the Action may be directed to the Administrator using the contact details above or Class Counsel:

Alfonso Campos Reales

Email: acamposreales@lerner.ca or denturistclassaction@lerner.ca

Tel: 519.640.6362 or Toll Free: 1.844.867.9024

Fax: 519.932.3362

The publication of this notice was authorized by The Honourable Justice E.M. Morgan of the Ontario Superior Court of Justice.

391577036.1
391885356.1