

**ONTARIO
SUPERIOR COURT OF JUSTICE**

THE HONOURABLE
MR. JUSTICE MEW

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MONDAY, SEPTEMBER 8,
2025

BETWEEN:

ELLINA RABBAT and N.T.

Plaintiffs

- and -

DR. FERNAND GASTON VINCENT NADON a.k.a DR. VINCENT NADON,
VINCENT NADON MEDICINE PROFESSIONAL CORPORATION,
UNIVERSITY OF OTTAWA, UNIVERSITY OF OTTAWA HEALTH SERVICES,
and 866520 ONTARIO LTD.

Defendants

ORDER

THIS MOTION, made by the Plaintiffs for an Order approving the settlement of this class proceeding and related relief, was heard on September 8, 2025, at the Ontario Superior Court of Justice in Ottawa and by Zoom.

ON READING the Settlement Agreement dated July 29, 2025, attached as a Schedule to this Order, the motion record of the Plaintiffs, the evidence filed, and the submissions of Class Counsel:

1. **THIS COURT ORDERS** that the Settlement Agreement (attached hereto as **Schedule "A"**) which provides for the payment of \$21,050,000 ("the settlement amount"), including all incorporated schedules, is fair, reasonable, and in the best interests of the Class and is hereby approved pursuant to section 29(2) of the *Class Proceedings Act*, 1992, S.O. 1992, c. 6.



2. **THIS COURT ORDERS** that the Settlement Agreement forms part of this Order and is binding upon the Plaintiffs, the Class Members, and the Defendants.
3. **THIS COURT ORDERS** that the Settlement Agreement shall be implemented in accordance with its terms.
4. **THIS COURT ORDERS** that the Class Members and the Plaintiffs are deemed to have released the Releasees, Class Counsel, Defence Counsel, the Claims Administrator (Verita Global), and the Claims Adjudicators (Dr. David Wolfe and Dr. Peter Jaffe) from the Released Claims, as defined in the Settlement Agreement.
5. **THIS COURT ORDERS** that, upon the Effective Date, the Action and all crossclaims are dismissed with prejudice and without costs.
6. **THIS COURT ORDERS** that Verita Global Inc. is appointed as the Claims Administrator under the Settlement Agreement.
7. **THIS COURT ORDERS** that Dr. David Wolfe and Dr. Peter Jaffe are appointed as the Claims Adjudicators under the Settlement Agreement.
8. **THIS COURT ORDERS** that:
 - (a) Claims Administrator fees and HST are approved in the amount of approximately \$169,500; and
 - (b) Claims Adjudicators' fees and HST are approved in the amount of approximately \$171,760.
9. **THIS COURT ORDERS** that the two-stage Notice Plan (attached hereto as **Schedule "B"**), including the Stage One Notice (attached hereto as **Schedule "C"**), are approved and shall be implemented in accordance with the terms of the Notice Plan
10. **THIS COURT ORDERS** that the Class Proceedings Fund of the Law Foundation of Ontario ("Fund") is entitled to a levy in the amount of 10% of the net settlement amount to which one or more Class Members is entitled (the "Levy") plus the

amount of any outstanding disbursements awarded to the Plaintiff which have not been repaid to the Fund, in accordance with section 10(3) of O. Reg. 771/92 ("Outstanding Disbursements"). For greater certainty, the Fund is entitled to a payment of:

(a) \$165,189.81 from the settlement amount, in respect of Outstanding Disbursements; and

(b) \$1,348,344.17 from the settlement amount in respect of the Levy

11. **THIS COURT ORDERS** that no amounts shall be distributed to any Class Members until the Class Proceedings Committee has had an opportunity to review and confirm the calculation of the Levy in paragraph 10. If there is any dispute or question as to the calculation of the levy to the Fund, Class Counsel and counsel for the Fund shall arrange an appearance before the class action case management judge to resolve the issues and that, pending any appearance, no amounts shall be distributed to any Class Members.
12. **THIS COURT ORDERS** that the payment of \$125,000 to the Ontario Ministry of Health is approved in full and final satisfaction of its subrogated right of recovery.
13. **THIS COURT ORDERS** that the Contingency Fee Agreements dated May 8, 2018 (Ellina Rabbat) and August 9, 2018 (N.T.) are hereby approved.
14. **THIS COURT ORDERS** that Class Counsel fees are hereby fixed and approved in the following amounts, and payable from the settlement amount:
 - A. \$6,119,565.06 for fees;
 - B. \$795,543.46 for HST; and
 - C. \$20,000.00 for disbursements.

15. **THIS COURT ORDERS** that an honorarium of \$20,000 is approved and shall be paid to each of the Representative Plaintiffs, Ellina Rabbat and N.T, from the settlement amount.



THE HONOURABLE MR. JUSTICE G. MEW

Issuance on September 10, 2025

SETTLEMENT AGREEMENT

Court File No. 20-83233CP

Made as of July 29, 2025

BETWEEN:

ELLINA RABBAT and N.T., Representative Plaintiffs in the Nadon Class Proceeding

(the "Plaintiffs")

- and -

DR. FERNAND GASTON VINCENT NADON a.k.a DR. VINCENT NADON,
VINCENT NADON MEDICINE PROFESSIONAL CORPORATION,
and UNIVERSITY OF OTTAWA, UNIVERSITY OF OTTAWA HEALTH SERVICES,
and 866520 ONTARIO LTD.

(collectively, the "Defendants")

RECITALS

A. WHEREAS the Plaintiffs commenced a proposed class proceeding in the Ontario Superior Court of Justice, Ottawa (Court File No. 20-83233CP) (the "Action") against Dr. Fernand Gaston Vincent Nadon aka Dr. Vincent Nadon, Vincent Nadon Medicine Professional Corporation (collectively referred to as "Nadon"), the University of Ottawa ("the University"), and the University of Ottawa Health Services And 866520 Ontario Ltd. (collectively referred to as "UOHS") alleging, among other things, sexual assault, breach of fiduciary duty, negligence, and vicarious liability.

B. AND WHEREAS the Action was certified as a class proceeding by Order dated December 7, 2021, on consent of the parties, and the certified class consists of:

"All patients of the UOHS clinic who were:

- (a) Photographed, filmed and/or videotaped by Dr. Nadon in a private setting, without their consent or knowledge;
- (b) Sexually assaulted by Dr. Nadon, including but not limited to:
 - i. Inappropriately touched by Dr. Nadon;
 - ii. Directed by Dr. Nadon to undress and dress in front of him, in the absence of a female chaperone, under the guise of a medical examination;
 - iii. Directed by Dr. Nadon to remain naked or otherwise undressed for a medical examination and who were not covered with a gown, sheet or similar item while Dr. Nadon was providing medical services; and
 - iv. Making inappropriate comments of a sexual nature."

C. AND WHEREAS the University and UOHS deny any and all allegations of liability made against them in the Action and have asserted defences to those allegations;

D. AND WHEREAS the parties participated in arm's-length settlement discussions, including a pre-trial conference before the Honourable Justice Mew on February 4, 5 and May 6, 2025, at which time a settlement was reached, subject to the approval of the Court;

E. AND WHEREAS the parties wish to fully and finally resolve all claims that have been or could have been asserted in the Action, without any admission of liability by the Defendants, and subject to the terms and conditions set out herein and approval by the Court;

G. AND WHEREAS the Parties agree that this Settlement Agreement is subject to approval by the Ontario Superior Court of Justice and shall have no force or effect unless and until an approval order, substantially in the form attached hereto as **Schedule "B"** (the "Approval Order"), is granted;

NOW THEREFORE, in consideration of the covenants and agreements set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

SECTION 1 – DEFINITIONS

For the purpose of this Settlement Agreement, including the recitals and schedules hereto:

- (a) "Action" means the class proceeding commenced in the Ontario Superior Court of Justice bearing Court File No. 20-83233CP.
- (b) "Approval Hearing" means the motion for approval of this Settlement Agreement scheduled for September 8, 2025, or such other date as the Court may determine.
- (c) "Approval Order" means the order of the Court approving this Settlement Agreement.
- (d) "Claimant" means a Class Member who submits a claim for compensation under this Settlement Agreement.
- (e) "Claims Adjudicators" means Dr. David Wolfe and Dr. Peter Jaffe and any other individuals appointed by the Court to assess claims under this Settlement Agreement.
- (f) "Claims Administrator" means Verita Global, appointed by the Court to administer the claims and compensation process.
- (g) "Class" or "Class Members" means the group defined in the Certification Order dated December 7, 2021 and as described in Recital B.
- (h) "Class Counsel" means Flaherty McCarthy LLP.
- (i) "Court" means the Ontario Superior Court of Justice.

- (j) "Defendants" means Nadon, the University of Ottawa, and UOHS, collectively.
- (k) "Distribution Protocol" means the procedures for determining eligibility and the amount of compensation for each Class Member, as set out in Section 6 and incorporated into this Agreement.
- (l) "Effective Date" means the date on which the Approval Order becomes final.
- (m) "Settlement Amount" means \$21,050,000 inclusive of Class Counsel fees, disbursements, HST, notice, administration, adjudication, any amounts payable to the Ministry of Health, honoraria, and the Class Proceedings Fund levy.

SECTION 2 – PAYMENT OF SETTLEMENT AMOUNT

2.1 The Defendants shall pay the Settlement Amount to Class Counsel by wire transfer or certified cheque on or before October 10, 2025.

2.2 Class Counsel shall deduct the approved Class Counsel Fees, disbursements and applicable HST from the Settlement Amount and hold the balance in trust.

2.3 Class Counsel shall then transfer the remaining funds to Verita Global, the Claims Administrator, who shall administer the Settlement in accordance with this Agreement, including:

- (a) Payment to the Law Foundation of Ontario concerning its entitlement to a 10% levy applied to the net damages (after deduction for court-approved Class Counsel Fees, HST and disbursements, as well as Claims Administration and Claims Adjudication expenses);
- (b) Payment to the Ontario Ministry of Health and Régie de l'assurance maladie du Québec in full satisfaction of their subrogated claims;
- (c) Payment of honoraria to the Plaintiffs in the amount of \$20,000 each, subject to Court approval;
- (d) Payments of Claims Administration and Adjudication Expenses;
- (e) Compensation to eligible Class Members pursuant to the Distribution Protocol.

SECTION 3 – CLAIMS PROCESS AND DISTRIBUTION PROTOCOL

3.1 The compensation payable to Class Members shall be administered in accordance with this Section and the Claims and Compensation Protocol attached as **Schedule "A"** to this Settlement Agreement (the "Distribution Protocol"), which is hereby incorporated by reference and forms an integral part of this Agreement.

3.2 Class Members shall be entitled to compensation based on one (1) of four (4) categories of harm. Each category shall entitle the Class Member to a fixed amount for general damages and a fixed amount for treatment expenses. The final amounts for each category will be

determined by the Claims Administrator in consultation with the Claims Adjudicators, based on the total number of approved claims.

3.3 Class Members in Categories 2 through 4 may also apply for compensation from the Economic Loss Fund, which is reserved for claims involving loss of income or loss of educational opportunity. Class Members making such claims must submit documentation substantiating the claim, including a Solemn Attestation.

3.4 Each Class Member identified by Class Counsel or the Defendants as having a known email or postal address will receive direct notice of the claims process. This notice will include a unique Claim ID and PIN, and instructions on how to access the secure online claims portal.

3.5 All claims must be submitted through the secure claims portal, unless an alternative submission process is approved by the Claims Administrator. Class Members must complete a Solemn Attestation and may be required to submit supporting documentation depending on the category of harm or claim for economic loss.

3.6 The Claims Adjudicators may request additional information, clarification, or a virtual meeting via Zoom or other videoconferencing platform with a Class Member where they determine it is necessary to fairly and compassionately assess a claim. Participation in any such interview is voluntary but may be necessary to complete the adjudication of certain claims.

3.7 The Claims Adjudicators shall have full discretion to determine eligibility and compensation amounts, and to allocate any remaining balance in the Economic Loss Fund on a pro rata basis across Categories 1 through 4, in a manner they deem appropriate.

3.8 The Claims Adjudicators' decisions on all claims, including eligibility, category assignment, economic loss entitlements, and amounts awarded, shall be final and binding. There shall be no right of appeal, review, or reconsideration of any such decision.

3.9 No Class Member may assert a claim for punitive damages or costs, and no person may bring a separate or collateral proceeding in respect of any matter falling within the Released Claims.

SECTION 4 – NOTICE AND APPROVAL PROCESS

4.1 The Plaintiffs shall bring a motion before the Court for an order approving the form, content, and method of dissemination of the Notice of Settlement Approval Hearing. The form of notice shall be substantially in the form attached as Schedule "A".

4.2 Class Members shall receive notice of the Settlement Approval Hearing through multiple methods, including: (a) Email to Class Members for whom a current email address is known; (b) Regular mail to Class Members for whom only a postal address is known; (c) Publication on the website of Class Counsel; (d) A press release in English and French issued by Class Counsel; (e) Social media postings by Class Counsel and the Representative Plaintiffs, as appropriate.

4.3 The Court shall hold the Settlement Approval Hearing on September 8, 2025, at 10:00 a.m. Eastern Time, at the Ontario Superior Court of Justice in Ottawa, or virtually by Zoom.

4.4 Any Class Member who wishes to object to the Settlement Agreement or Class Counsel fees may do so by submitting a written objection to Class Counsel in advance of the Settlement Approval Hearing, or by attending and making oral submissions at the hearing. Instructions on how to object or participate shall be included in the Notice of Settlement Approval Hearing.

4.5 If the Court grants the Approval Order, Class Members will receive a further notice advising them of the Court's approval and the commencement of the claims period, which will last for 180 days from the date of the notice unless otherwise extended by the Court.

4.6 The Claims Administrator shall provide support in both English and French and shall assist Class Members in completing and submitting their claims, upon request.

SECTION 5 – RELEASES AND DISMISSAL

5.1 Upon the Effective Date, and in consideration of the payment of the Settlement Amount and other terms of this Settlement Agreement, the Plaintiffs and all Class Members, whether or not they submit a claim or receive any compensation under this Settlement Agreement, fully and finally release and forever discharge the Defendants and each of their present and former officers, directors, employees, insurers, servants, agents, successors, assigns, and legal representatives (the "Releasees") from any and all claims, causes of action, demands, and liabilities of any nature whatsoever, whether known or unknown, arising out of or relating to the subject matter of the Action (the "Released Claims").

5.1.1 The Defendants also fully and finally release and forever discharge each of the other Defendants and each of their present and former officers, directors, employees, insurers, servants, agents, successors, assigns, heirs, and legal representatives (the "Releasees") from any and all claims, causes of action, demands, and liabilities of any nature whatsoever, whether known or unknown, arising out of or relating to the subject matter of the Action (the "Released Claims").

5.2 Each Class Member shall be conclusively deemed to have consented to the dismissal of the Action as against the Defendants and to have released the Releasees from all Released Claims.

5.3 The Approval Order shall include a declaration that all Released Claims are barred and that no Class Member may commence or continue any proceeding against the Releasees in respect of any matter released by this Settlement Agreement.

5.4 The Action, as well as all crossclaims advanced by the Defendants, shall be dismissed with prejudice and without costs as against all Defendants, on the Effective Date, by order of the Court.

5.5 This Settlement Agreement may be pleaded as a full and complete defence and bar to any proceeding commenced contrary to the terms of the release provided herein.

5.6 The Ontario Ministry of Health has agreed to accept a lump sum amount, to be determined and approved by the Court, in full and final satisfaction of any and all claims for compensation it may have by way of subrogation or otherwise in respect of the Class Members and the matters raised in the Action.

5.7 The releases provided in this Section are in addition to, and do not derogate from, any other releases provided by law or equity.

5.8 Upon the Effective Date, and subject to the Court's approval of Class Counsel Fees, each Class Member shall be deemed to have fully and finally released and forever discharged Class Counsel, Counsel for the Defendants, the Claims Administrator (Verita Global) and the Claims Adjudicator (including Dr. D. Wolfe and Dr. P. Jaffe) from any and all claims, demands, causes of action, or liabilities of any nature whatsoever arising out of or in any way relating to the prosecution, settlement, or administration of the Action, except for enforcement of the terms of this Settlement Agreement.

SECTION 6 – CLASS COUNSEL FEES AND ADMINISTRATION EXPENSES

6.1 Class Counsel shall bring a motion for approval of its legal fees, disbursements, and applicable taxes (the "Class Counsel Fees") at the same time as the motion for approval of this Settlement Agreement. The Defendants shall take no position on the amount of Class Counsel Fees sought.

6.2 Subject to Court approval, Class Counsel Fees shall be paid by Class Counsel from the Settlement Amount immediately upon receipt of the funds pursuant to Section 2.1 and only after the Approval Order has been granted and becomes final..

6.3 Upon payment of the Class Counsel Fees and disbursements, Class Counsel shall transfer the remaining balance of the Settlement Amount to the Claims Administrator, who shall be responsible for all further payments under this Settlement Agreement.

6.4 Administration Expenses include all reasonable fees, disbursements, and taxes incurred by the Claims Administrator and the Claims Adjudicators in implementing the Settlement Agreement, including costs associated with: (a) Disseminating notices; (b) Operating and maintaining the claims portal; (c) Communicating with Class Members; (d) Reviewing and assessing claims; (e) Scheduling and conducting interviews; (f) Distributing compensation and preparing reports to Class Counsel and the Court.

6.5 The Claims Administrator shall maintain accurate records of all Administration Expenses and shall provide an accounting to Class Counsel and to the Court upon request.

6.6 The Claims Administrator shall also make the following payments from the Settlement Amount: (a) The 10% levy payable to the Law Foundation of Ontario (Class Proceedings Fund), calculated after deduction of all approved Class Counsel Fees, HST, and disbursements, including disbursements previously paid by the CPF; (b) A lump sum payment to the Ontario Ministry of Health in satisfaction of its subrogated claims; (c) Honoraria in the amount of \$20,000 to each of the Representative Plaintiffs, if approved by the Court.

6.7 The Claims Administrator shall make all reasonable efforts to disburse the funds efficiently and shall ensure that all funds are applied in accordance with this Agreement and the Court's approval order.

SECTION 7 – TERMINATION

7.1 If the Court does not approve this Settlement Agreement or any material part of it, or if any appeal results in this Settlement Agreement not taking effect, then this Settlement Agreement shall be null and void and of no force or effect, and any order made by the Court in furtherance of this Settlement Agreement shall be set aside.

7.2 In the event of such termination, the Parties shall be restored to their respective positions in the Action as if this Settlement Agreement had never been executed. The Parties agree that any prior certifications of the Action shall remain in place unless otherwise ordered by the Court.

7.3 The Parties expressly reserve all of their respective rights if the Settlement Agreement is terminated, including the right to proceed to trial, to raise any and all defences, and to oppose any application or motion.

SECTION 8 – NO ADMISSION OF LIABILITY

8.1 This Settlement Agreement and anything contained herein, and any and all negotiations, documents, communications, and discussions associated with this Settlement Agreement, shall not be deemed or construed to be an admission of liability, wrongdoing, or fault on the part of any of the University or UOHS.

8.2 The University and UOHS expressly deny all allegations of fact and law made in the Action, and deny any liability whatsoever to the Plaintiffs or to any Class Member.

8.3 Neither this Settlement Agreement nor any statement or document associated with it shall be admissible in evidence in any proceeding, except in a proceeding to enforce its terms, or with leave of the Court.

8.4 The Plaintiffs agree that they shall not assert in any forum that this Settlement Agreement, or any part thereof, constitutes an admission of liability or wrongdoing by the Defendants or any of the Releasees.

SECTION 9 – MISCELLANEOUS

9.1 Subject to Court approval, the Claims Administrator shall pay an honorarium of \$20,000 to each of the Representative Plaintiffs, Ellina Rabbat and N.T., in recognition of the time, effort, and risks undertaken by them in advancing the Action for the benefit of the Class.

9.2 The Law Foundation of Ontario, operating the Class Proceedings Fund ("CPF"), shall receive 10% of the net Settlement Amount remaining after deduction of approved Class Counsel Fees, HST, and disbursements, including any disbursements previously reimbursed by the CPF. The CPF accepts this amount in full and final satisfaction of any and all entitlements, subrogated rights, or claims it may have arising from or in connection with its funding of this proceeding.

9.3 This Settlement Agreement constitutes the entire agreement between the Parties with respect to the subject matter hereof and supersedes all prior and contemporaneous agreements, understandings, negotiations, and discussions, whether oral or written, among the Parties.

9.4 This Settlement Agreement may not be amended except by a written instrument executed by all Parties and approved by the Court.

9.5 This Settlement Agreement shall be governed by and construed in accordance with the laws of the Province of Ontario.

9.6 Any and all disputes arising from or in connection with this Settlement Agreement shall be within the exclusive jurisdiction of the Ontario Superior Court of Justice.

9.7 This Settlement Agreement may be executed in counterparts, and a facsimile, PDF or other electronic signature shall be deemed an original for all purposes. All counterparts taken together shall constitute one and the same instrument.

SECTION 10 – EXECUTION AND SCHEDULES

10.1 The Parties agree to execute such further documents and take such further actions as may be necessary to implement and give effect to this Settlement Agreement.

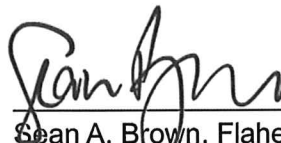
10.2 This Settlement Agreement is binding upon and shall inure to the benefit of the Parties and their respective successors, assigns, heirs, administrators, and legal representatives.

10.3 The following schedules form part of this Settlement Agreement:

- Schedule "A" – Claims and Compensation Protocol (Distribution Protocol)
- Schedule "B" – Approval Order

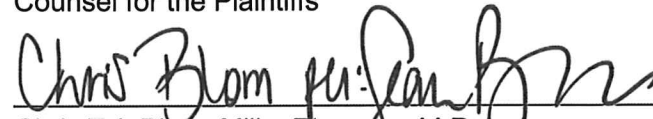
IN WITNESS WHEREOF the Parties have executed this Settlement Agreement as of the date first written above:

July 29, 2025



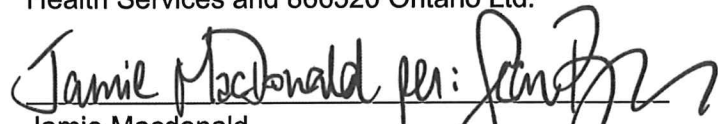
Sean A. Brown, Flaherty McCarthy LLP
Counsel for the Plaintiffs

July 29, 2025




Chris T.J. Blom, Miller Thomson LLP
Counsel for the Defendants, University of Ottawa
Health Services and 866520 Ontario Ltd.

July 29, 2025



Jamie Macdonald
Norton Rose Fulbright Canada LLP
Counsel for the Defendant, University of Ottawa

July 29, 2025


Tina Hill, Greenspon Granger Hill Lawyers
Counsel for the Defendants, Dr. Fernando Gaston
Vincent Nadon a.k.a Dr. Vincent Nadon, and
Vincent Nadon Medicine Professional Corporation

SCHEDULE "A" – CLAIMS AND COMPENSATION PROTOCOL (NADON CLASS ACTION SETTLEMENT)

This Protocol governs the administration and adjudication of all claims for compensation made under the Settlement Agreement in Rabbat and N.T. v. Nadon, University of Ottawa, and University of Ottawa Health Services.

I. OVERVIEW

1.1 This Claims and Compensation Protocol shall be administered by Verita Global, appointed as the Claims Administrator by the Ontario Superior Court of Justice.

1.2 The claims period shall run for 180 days from the date that notice of settlement approval is first disseminated, unless extended by Court order.

1.3 Verita will ensure that all claims are processed in a secure, bilingual, trauma-informed, and culturally sensitive manner.

1.4 Adjudication will be performed by Dr. Peter Jaffe and Dr. David Wolfe, or such other individuals approved by the Court. Their decisions shall be final and binding with no right of appeal.

II. REGISTRATION AND NOTICE

2.1 Class Members with known email addresses will receive a personalized email containing a unique Claim ID and PIN, and a secure URL to access the Claims Portal.

2.2 Class Members without email will receive the same information by regular mail.

2.3 Class Members must submit their claim using the provided online portal, unless an alternative is agreed to by the Claims Administrator and Claims Adjudicator.

III. CLAIM SUBMISSION

3.1 Each claimant must submit:

- (a) A completed Claim Form (or previously submitted confidential questionnaire if acceptable to the Claims Adjudicator);
- (b) A signed Solemn Attestation;
- (c) Any supporting documentation reasonably requested by the Claims Administrator or Claims Adjudicator.

3.2 Verita may assist claimants in completing their forms or uploading documentation.

IV. ADJUDICATION PROCESS

4.1 Each claimant shall be assigned to one of four harm categories based on the evidence submitted:

- (a) Category 1: Lowest harm tier – fixed general damages and treatment compensation.
- (b) Category 2: Moderate harm – fixed general damages, treatment, and may claim income loss.
- (c) Category 3: Significant harm – higher fixed general damages, treatment, and may claim income loss.
- (d) Category 4: Most severe harm – highest fixed general damages, treatment, and may claim income loss.

4.2 Category assignment is based on:

- (a) Nature and severity of abuse;
- (b) Duration and repetition;
- (c) Psychological and physical impact;
- (d) Educational and vocational harm.

4.3 Educational/vocational consequences may inform category assignment but are not independently compensable unless separately claimed under economic loss provisions.

4.4 Claimants may request an interview with the Claims Adjudicator.

4.5 The Claims Adjudicator may also request an interview at their discretion.

V. ECONOMIC LOSS CLAIMS

5.1 Only claimants in Categories 2, 3, or 4 may submit a claim for economic loss.

5.2 Such claims may require the Claimant to provide:

- (a) Income tax records;
- (b) Employer or school letters;
- (c) Medical or psychological support linking the abuse to the loss;
- (d) Any other supporting documentation requested by the Adjudicators.

5.3 Adjudicators shall have full discretion to award compensation from the Economic Loss Fund based on proof and credibility.

5.4 Any surplus in the Economic Loss Fund will be redistributed pro rata to all claimants in Categories 1 through 4.

VI. COMPENSATION AND PAYMENTS

6.1 Verita shall strive to issue payments to approved claimants after completion of final adjudication and communication of written decisions to all claimants.

6.2 Verita shall maintain accurate records of all decisions, awards, and payments.

VII. PRIVACY AND CONFIDENTIALITY

7.1 All claim data shall be stored on secure servers located in Canada.

7.2 Verita, Class Counsel, and the Adjudicators shall not disclose any personal information except as necessary to administer the Settlement.

7.3 Claimants will be identified only by unique Claim IDs in all reports to the Court.

VIII. FINALITY

8.1 All decisions of the Adjudicators are final and binding. There is no right of appeal, review, or reconsideration.

8.2 This Protocol is incorporated by reference into the Settlement Agreement as Schedule "A" and forms an integral part of the approved terms.

**SCHEDULE "B" – APPROVAL ORDER
(NADON CLASS ACTION SETTLEMENT)**

Court File No. 20-83233 CP

**ONTARIO
SUPERIOR COURT OF JUSTICE**

THE HONOURABLE
MR. JUSTICE G. MEW

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)
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THE DAY OF
, 2025

BETWEEN:

ELLINA RABBAT and N.T.

Plaintiffs

- and -

DR. FERNAND GASTON VINCENT NADON a.k.a DR. VINCENT NADON,
VINCENT NADON MEDICINE PROFESSIONAL CORPORATION,
and UNIVERSITY OF OTTAWA, UNIVERSITY OF OTTAWA HEALTH SERVICES,
and 866520 ONTARIO LTD.

Defendants

Proceeding under the *Class Proceedings Act, 1992*

ORDER

THIS MOTION, made by the Plaintiffs for an Order approving the settlement of this class proceeding and related relief, was heard on September 8, 2025, at the Ontario Superior Court of Justice in Ottawa and by Zoom.

ON READING the Settlement Agreement dated _____, 2025, attached as a Schedule to this Order, the motion record of the Plaintiffs, the evidence filed, and the submissions of Class Counsel:

1. **THIS COURT ORDERS** that the Settlement Agreement, including all incorporated schedules, is fair, reasonable, and in the best interests of the Class and is hereby

approved pursuant to section 29(2) of the *Class Proceedings Act*, 1992, S.O. 1992, c. 6.

2. **THIS COURT ORDERS** that the Settlement Agreement shall be implemented in accordance with its terms.
3. **THIS COURT ORDERS** that the Class Members and the Plaintiffs are deemed to have released the Releasees, Class Counsel, Defence Counsel, the Claims Administrator (Verita Global), and the Claims Adjudicators (Dr. David Wolfe and Dr. Peter Jaffe) from the Released Claims, as defined in the Settlement Agreement.
4. **THIS COURT ORDERS** that the Contingency Fee Agreement dated May 8, 2018 (Ellina Rabbat) and dated August 9, 2018 (N.T.) are hereby approved, and Class Counsel fees are hereby fixed in the amount of: (a) \$6,105,765.06 (representing 30% of the Settlement Amount net of disbursements); (b) \$793,749.45 in HST on legal fees; (c) \$20,000 inclusive of HST for disbursements incurred by Flaherty McCarthy LLP, and; (d) \$165,189.81 in disbursements (inclusive of HST) funded by the Class Proceedings Fund.
5. **THIS COURT ORDERS** that an honorarium of \$20,000 is approved and shall be paid to each of the Representative Plaintiffs.
6. **THIS COURT ORDERS** that: (a) Claims Administrator fees and HST are approved in the amount of approximately \$169,500.00; (b) Claims Adjudicators' fees and HST are approved in the amount of approximately \$171,760.00.
7. **THIS COURT ORDERS** that the payment of \$XXXXXXX to the Law Foundation of Ontario (Class Proceedings Fund) is approved and accepted as full and final satisfaction of any claim or entitlement under the Funding Agreement.
8. **THIS COURT ORDERS** that the payment of \$XXXXXXX to the Ontario Ministry of Health (OHIP) is approved in full and final satisfaction of its subrogated right of recovery.
9. **THIS COURT ORDERS** that the payment of \$XXXXXXX to Régie de l'assurance maladie du Québec (RAMQ) is approved in full and final satisfaction of its subrogated right of recovery.
10. **THIS COURT ORDERS** that the Notice Plan is approved, and shall be implemented as follows: (a) Class Counsel shall publish a bilingual press release and post the

approval materials on its website; (b) Verita Global shall send direct notice by email to all Class Members for whom an email address is available; (c) Verita Global shall send notice by regular mail to any Class Member for whom only a postal address is available.

11. **THIS COURT ORDERS** that the Settlement Agreement attached hereto as a Schedule forms part of this Order and is binding upon the Plaintiffs, the Class Members, and the Defendants.
 12. **THIS COURT ORDERS** that, upon the Effective Date, the Action is dismissed with prejudice and without costs as against all Defendants.
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Schedule B – Notice Plan

SCHEDULE "B" – NOTICE PLAN

1. Overview

This Notice Plan is designed to inform Class Members of the settlement approved by the Ontario Superior Court of Justice on September 8, 2025, in *Rabbat et al. v. Nadon et al.*, and to provide timely and accessible information about the Claims Process. The plan consists of two distinct stages.

This two-stage approach ensures that:

- Class Members are promptly informed of the settlement and the forthcoming Claims Process well in advance of the claims period;
- Known Class Members receive individualized instructions and secure access credentials when the Claims Process begins; and
- Notices are accessible in both official languages and distributed through multiple channels to maximize reach.

2. Stage One – Settlement Approval Notice and General Information on the Claims Process

Timing

Immediately following the Court's approval of the settlement on September 8, 2025.

Content

The bilingual "Notice of Settlement Approval" (English and French) attached as Schedule "A" will be issued to Class Members. The Notice advises Class Members of:

- The approval of the settlement on September 8, 2025;
- A general description of the settlement terms;
- An outline of the Claims Process, including the start date of January 15, 2026, the 180-day claims period, and the claims deadline of July 13, 2026, at 5:00 p.m. EST; and
- Where to obtain more information.

Distribution Methods

- **Direct Email:**

- Sending of the Notice by email to Class Members for whom contact information is available to Class Counsel.

- **Publication:**

- Posting of the Notice in English and French on the class action website (www.drnadonclassaction.com); and

- **Press Release:**

- Class Counsel will issue a press release in English and French summarizing the settlement approval, the commencement date of the Claims Process, and the claims deadline. The press release will direct Class Members to the class action website for the full Notice and instructions.
- The press release will be disseminated through national newswire services and distributed to relevant media outlets, including English and French publications and broadcasters.

3. Stage Two – Claims Process Notice by Claims Administrator (Verita)

Timing

On or about January 15, 2026, at the start of the Claims Process.

Content

A bilingual “Notice of Claims Process” (English and French) will be issued to Class Members. The Notice provides Class Members with:

- A unique Client ID and PIN to access the secure online claims portal;
- Explains the process for completing and submitting a claim;
- Advises that paper claim forms are available upon request; and
- Confirms the claims deadline of July 13, 2026, at 5:00 p.m. EST.

Distribution Methods

Class Members not previously known to Class Counsel will be able to obtain a Client ID and PIN directly from Verita.

- **Email:** To all known Class Members with an available email address; and
- **Regular Mail:** To all known Class Members for whom a mailing address is available.

Schedule C – First Stage Notice

NOTICE OF SETTLEMENT APPROVAL

THIS NOTICE IS TO ALL INDIVIDUALS WHO WERE PATIENTS AT THE UNIVERSITY OF OTTAWA HEALTH SERVICES (“UOHS”) AND SEEN OR TREATED BY DR. VINCENT NADON

Why Are You Receiving This Notice?

We are writing to inform you that the Ontario Superior Court of Justice has **approved the \$21,050,000 settlement** in the class action titled *Rabbat et al. v. Nadon et al.* on **September 8, 2025**.

This class action was brought on behalf of individuals who were patients at the University of Ottawa Health Services clinic and were photographed, videotaped, and/or sexually assaulted by Dr. Vincent Nadon without their knowledge or consent.

How Do I Know If I Am A Class Member?

You are a Class Member if you were a patient at the University of Ottawa Health Services clinic and were photographed, filmed, videotaped, and/or sexually assaulted by Dr. Vincent Nadon without your knowledge or consent. This includes individuals who experienced inappropriate touching or examinations, voyeuristic recording, or other sexually intrusive conduct while receiving medical care from Dr. Nadon.

How Will The Claims Process Work?

The Claims Process will be administered by Verita Global Inc. Eligible Class Members will be able to submit their claims through a secure online portal, or by paper form if preferred. Full instructions will be available on the class action website when the Claims Period opens in January 2026.

Each known class member will receive an email directly from the Claims Administrator (Verita) containing a unique Client ID and PIN to access a secure online portal to complete their claim.

Class Members who are or become aware of the Settlement and Claims Process, but are not yet known to Class Counsel, can still make a claim through the secure online portal maintained by the Claims Administrator.

All claims will be assessed by an independent team led by Dr. David Wolfe and Dr. Peter Jaffe. The Adjudication Process will be trauma-informed, confidential, and conducted by experienced psychologists. Class members will be placed into one of four (4) harm categories based on the severity of abuse experienced. All claimants will be eligible to receive compensation for general damages (pain and suffering), a fixed amount for

treatment expenses, and, where applicable, economic losses such as past or future income loss or lost educational opportunities.

Economic loss claims will be assessed on a case-by-case basis and require supporting evidence. Surplus funds in the Economic Loss Fund, if any, may be redistributed among all claimants on a pro rata basis. In limited cases, the adjudicators may request a virtual meeting to clarify or obtain more information.

Final compensation will be determined only after claims period has ended.

What Happens Next?

The **Claims Process will begin on January 15, 2026**. Class Members who wish to apply for compensation under the approved settlement must submit a claim during the Claims Period.

The Claims Period will run for **180 days** starting January 15, 2026. This means that the deadline ("claims deadline") to submit a claim is: **July 13, 2026 at 5:00 p.m. Eastern Standard Time**. Claims made after the Claims Deadline will not be permitted or considered, regardless of any reason provided. This is necessary to ensure that the claims of all Class Members are equally considered and promptly administered.

Where Can I Get More Information?

Further details about the settlement, including the Settlement Agreement, Claims and Compensation Protocol, and information about how compensation will be determined, are available at: www.drnadonclassaction.com

Requests for information or questions for Class Counsel should be directed to:

SEAN A. BROWN
FLAHERTY MCCARTHY LLP
179 Enterprise Blvd.
Suite 200, 2nd Floor
Markham, Ontario
L6G 0E7
info@drnadonclassaction.com

AVIS D'APPROBATION DU RÈGLEMENT

CET AVIS S'ADRESSE À TOUTES LES PERSONNES QUI ÉTAIENT PATIENTES OU PATIENTS AUX SERVICES DE SANTÉ DE L'UNIVERSITÉ D'OTTAWA (« UOHS ») ET QUI ONT ÉTÉ VUES OU TRAITÉES PAR LE DR VINCENT NADON

Pourquoi recevez-vous cet avis?

Nous vous informons que la Cour supérieure de justice de l'Ontario a **approuvé, le 8 septembre 2025, le règlement de 21 050 000 \$** dans le recours collectif intitulé *Rabbat et al. c. Nadon et al.*

Ce recours collectif a été intenté au nom des personnes qui étaient patientes ou patients à la clinique des Services de santé de l'Université d'Ottawa et qui ont été photographiées, filmées, enregistrées sur vidéo et/ou agressées sexuellement par le Dr Vincent Nadon à leur insu ou sans leur consentement.

Comment savoir si je suis membre du groupe?

Vous êtes membre du groupe si vous étiez patient ou patiente à la clinique des Services de santé de l'Université d'Ottawa et que vous avez été photographié(e), filmé(e), enregistré(e) sur vidéo et/ou agressé(e) sexuellement par le Dr Vincent Nadon à votre insu ou sans votre consentement. Cela comprend les personnes qui ont subi des attouchements ou examens inappropriés, un enregistrement voyeuriste ou toute autre conduite à caractère sexuel intrusive pendant qu'elles recevaient des soins médicaux du Dr Nadon.

Comment le processus de réclamation fonctionnera-t-il?

Le processus de réclamation sera administré par Verita Global Inc. Les membres admissibles du groupe pourront soumettre leur réclamation par un portail en ligne sécurisé ou, s'ils le préfèrent, par formulaire papier. Des instructions complètes seront disponibles sur le site Web du recours collectif lorsque la période de réclamation s'ouvrira en janvier 2026.

Chaque membre connu du groupe recevra un courriel directement de l'administrateur des réclamations (Verita) contenant un identifiant de client unique et un NIP pour accéder à un portail en ligne sécurisé afin de remplir leur réclamation.

Les membres du groupe qui prennent connaissance du règlement et du processus de réclamation, mais qui ne sont pas encore connus des avocats du groupe, pourront tout de même présenter une réclamation par le portail en ligne sécurisé de l'administrateur.

Toutes les réclamations seront évaluées par une équipe indépendante dirigée par les Drs David Wolfe et Peter Jaffe. Le processus d'adjudication sera informé par les principes de sensibilité aux traumatismes, confidentiel et mené par des psychologues expérimentés.

Les membres du groupe seront placés dans l'une des quatre (4) catégories de préjudice en fonction de la gravité des abus subis. Toutes les personnes demanderesses auront droit à une indemnité pour dommages généraux (douleur et souffrance), à un montant fixe pour frais de traitement et, le cas échéant, à une indemnité pour pertes économiques telles qu'une perte de revenu passée ou future ou la perte d'occasions éducatives.

Les réclamations pour pertes économiques seront évaluées au cas par cas et nécessiteront des preuves à l'appui. Les fonds restants dans le fonds pour pertes économiques, le cas échéant, pourront être redistribués entre toutes les personnes demanderesses au prorata. Dans certains cas limités, les arbitres pourraient demander une rencontre virtuelle pour clarifier ou obtenir plus d'informations.

L'indemnisation finale sera déterminée seulement après la fin de la période de réclamation.

Quelle est la suite des choses?

Le processus de réclamation commencera le 15 janvier 2026. Les membres du groupe qui souhaitent demander une indemnité en vertu du règlement approuvé doivent présenter leur réclamation pendant la période de réclamation.

La période de réclamation durera 180 jours à partir du 15 janvier 2026. Cela signifie que la date limite (« date limite de réclamation ») pour soumettre une réclamation est **le 13 juillet 2026 à 17 h, heure normale de l'Est**. Les réclamations présentées après la date limite ne seront pas acceptées ni examinées, quelle que soit la raison invoquée. Ceci est nécessaire pour s'assurer que toutes les réclamations des membres du groupe soient traitées de manière équitable et rapide.

Où puis-je obtenir plus d'information?

Des détails supplémentaires sur le règlement, y compris l'Entente de règlement, le Protocole de réclamation et d'indemnisation, ainsi que des informations sur la façon dont l'indemnité sera déterminée, sont disponibles à l'adresse : www.drnadonclassaction.com

Les demandes d'information ou questions destinées aux avocats du groupe doivent être envoyées à :

SEAN A. BROWN
FLAHERTY MCCARTHY LLP
179 Enterprise Blvd.
Bureau 200, 2e étage
Markham (Ontario)
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Court File No.: 20-83233CP

RABBAT et al.
Plaintiffs

and

NADON et al.
Defendants

**ONTARIO
SUPERIOR COURT OF JUSTICE**

Proceeding under the *Class Proceedings Act, 1992*,
SO 1992, c 6, as amended

Proceeding commenced at OTTAWA

ORDER

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