

No. S035269  
Vancouver Registry

**IN THE SUPREME COURT OF BRITISH COLUMBIA**

BETWEEN:

**HOWARD LAM**

PLAINTIFF

AND:

**UNIVERSITY OF BRITISH COLUMBIA**

DEFENDANT

AND:

**ARPEL INDUSTRIES LTD., carrying on business as  
ARPEL SECURITY SYSTEMS; ARPEL SECURITY  
SYSTEMS LTD.; ARPEL SECURITY AND MONITORING  
LTD.; ENERAND HOLDINGS LTD., carrying on  
business as CALTECH TECH SERVICES; PETER  
MOORE, carrying on business as MOORE SECURITY  
SYSTEMS; THERMO FORMA INC.; VANCOUVER  
COASTAL HEALTH AUTHORITY operating as  
VANCOUVER GENERAL HOSPITAL; MALLINCKRODT,  
INC. and SANYO ELECTRIC CO. LTD.**

THIRD PARTIES

**SETTLEMENT AGREEMENT**

**WHEREAS:**

- i. Howard Lam, in his capacity as representative plaintiff (the "Plaintiff"), and the defendant, University of British Columbia (the "Defendant") (collectively, the "Parties"), hereby enter into this Settlement Agreement (the "Agreement") providing for settlement of the action described below, pursuant to the terms and conditions set forth below, subject to approval of the Court;
- ii. A class proceeding has been certified against the Defendant in British Columbia (the "Class Action") with the class being defined as:

All persons whose sperm was stored in the University of British Columbia's Forma Scientific Inc. freezer model 8382 in May 2002 but not including persons who had anonymously donated their sperm;

- iii. The Defendant issued third party proceedings (the "Third Party Proceedings") against the following parties:
  - a. Arpel Industries Ltd. carrying on business as Arpel Security Systems and Arpel Security Systems Ltd. and Arpel Security and Monitoring Ltd.;
  - b. Enerand Holdings Ltd. carrying on business as Caltech Tech Services;
  - c. Peter Moore carrying on business as Moore Security Systems;
  - d. Vancouver Coastal Health Authority operating as Vancouver General Hospital and UBC Hospital;
  - e. Mallinckrodt, Inc.; and
  - f. Sanyo Electric Co. Ltd.
- iv. Despite the Defendant's belief that it is not liable in respect of the claims and allegations made against it in the Class Action, in order to avoid the further expense, inconvenience, and risks inherent in uncertain, complex and protracted further litigation, the Defendant and its counsel, Farris, Vaughan, Wills & Murphy LLP have conducted negotiations with the Plaintiff and his counsel, Grant Kovacs Norell, and have reached a settlement agreement;
- v. Concurrently, the Defendant and its counsel conducted negotiations with the Third Parties and their respective counsel and have reached a settlement agreement in respect of the Third Party Proceedings;
- vi. The Plaintiff and the Defendant intend this Agreement to resolve the Class Action; and
- vii. This Agreement will be submitted to the Court for approval.

THEREFORE, for the consideration set forth below, subject to the approval of the Supreme Court of British Columbia, this Agreement sets out the terms of the resolution of the Class Action as follows:

#### **DEFINITIONS**

1. The terms herein have the following definitions:

"Andrology Lab" means the Andrology Lab operated by the Defendant;

"Breisnes Action" means the proceeding commenced by Jonathan Breisnes and others against the University of British Columbia in Action No. S046754, Vancouver Registry, in the Supreme Court of British Columbia;

"Certification Order" means the order of the Court in the Class Action made on July 6, 2011 certifying the proceedings as a class proceeding under the *Class Proceedings Act*, RSBC 1996, c. 50;

"Cherniak Action" means the proceeding commenced by Todd Cherniak against the University of British Columbia in Action No. S042942, Vancouver Registry, in the Supreme Court of British Columbia;

"Class Action" means Action No. S035269, Vancouver Registry, in the Supreme Court of British Columbia;

"Claims Administrator" means Crawford Class Action Services, Suite 3-505, 133 Weber St. North, Waterloo, Ontario, N2J 3G9;

"Claims Administration Fees and Expenses" means the fees and expenses charged by the Claims Administrator for services rendered in the administration of the settlement matters described in this Agreement and shall include the fees and expenses for issuing all Notices;

"Class Counsel" means the law firm of Grant Kovacs Norell, 400 – 900 Howe St., Vancouver, B.C. V6Z 2M4;

"Class Counsel Fees" means the fees, disbursements, costs, and all applicable taxes or other charges of Class Counsel;

"Claims Limit Date" means the date to be determined by the Court upon approval of the Settlement Agreement as the date by which all claims by any Class Members together with supporting documentation must be delivered to the Claims Administrator as required by paragraph 16 of the Agreement;

"Class Members" means members of the class as defined in the Certification Order issued in the Class Action and, for greater clarity, the representative plaintiff and all B.C. residents who did not opt out by December 9, 2011 and all non-B.C. residents who opted in by December 9, 2011;

"Court" means the Supreme Court of British Columbia and in particular, Mr. Justice Butler or such other Judge who is appointed to continue management of the Class Action;

"Defendant" means the University of British Columbia;

"Defendant's Counsel" means the law firm of Farris, Vaughan, Wills & Murphy LLP, 25<sup>th</sup> floor, 700 W. Georgia St., Vancouver, B.C. V7Y 1B3;

"Effective Date" means the date on the day immediately following the expiration of the period for bringing an appeal from an order by the Court approving this Agreement, or if any appeal(s) are taken from the judgment on the application for approval of this Agreement, the date of the approval of this Agreement upon final disposition of the appeal(s);

"Gindhu Action" means the proceeding commenced by David Gindhu and Aviva Laye against the University of British Columbia in Action No. S040716, Vancouver Registry, in the Supreme Court of British Columbia;

"Notices" include: the form or forms of notice agreed to by Class Counsel and the Defendant, and/or approved by the Court, to be distributed to the Class Members in respect of: (i) the principal elements of this Agreement and the date and location of the settlement approval hearing; and (ii) the approval of this Agreement and the process by which Class Members may apply to obtain compensation from the Settlement Fund;

"Released Claims" means any and all claims, counterclaims, complaints, disputes, demands, causes of action, liabilities, obligations, damages, legal fees, costs, expenses and disbursements of any nature or kind, whatsoever and howsoever arising, whether class, individual or otherwise in nature, whether known or unknown, whether in law or in equity or pursuant to statute, which the Releasers, or any of them, have ever had, now have, or at any time hereafter may have, by reason of, relating to, arising out of, or connected with any conduct alleged, or which could have been alleged, in the Class Action;

"Releasers" means the Plaintiff and the Class Members, jointly and severally, individually and collectively, on their own behalf and on behalf of each of their respective past and present assigns, heirs, executors, administrators, representatives, and agents;

"Settlement Proceeds" means the amount of \$6.2 million;

"Settlement Fund" means the funds delivered by Class Counsel to the Claims Administrator;

"Third Parties" means all of the third parties listed in paragraph iii of the recitals to this Agreement;

"Third Party Proceedings" means the third party notices UBC issued against each of the Third Parties pursuant to Action No. S035269, Vancouver Registry, in the Supreme Court of British Columbia;

"Third Party Releasees" means the Third Parties and all of their respective present and former, direct and indirect, parents, subsidiaries, divisions, affiliates, predecessors, successors (including Panasonic Healthcare Co., Ltd.), assigns, liquidators, receivers, receiver-managers or trustees, partners, insurers, heirs, executors, administrators and of all of their respective past, present, and future officers, directors, employees, agents, shareholders, attorneys, trustees, and other representatives;

"UBC Releasees" means the Defendant and all of its present and former, direct and indirect, parents, subsidiaries, divisions, faculties, departments, affiliates and related or associated entities, predecessors, successors, assigns, liquidators, receivers, receiver-managers or trustees, partners, insurers and all of their past, present and future governors, directors, officers, employees, servants, agents, faculty members, independent contractors, attorneys, trustees, and other representatives.

#### **SETTLEMENT PROCEEDS AND SETTLEMENT FUND PAYMENT**

2. The Defendant will pay the Settlement Proceeds to Class Counsel "in Trust" within 7 days of the Effective Date.
3. Class Counsel will pay the Plaintiff, Howard Lam, the sum of \$10,000.00 from the Settlement Proceeds as compensation for his efforts in prosecuting and instructing this Class Action as the representative plaintiff.
4. Class Counsel will then provide the Settlement Fund, after payment from the Settlement Proceeds of the Class Counsel Fees that have been approved by the Court, to the Claims Administrator.

#### **SETTLEMENT FUND ALLOCATION**

5. The Settlement Fund will be allocated to the Class Members on a point system set out below, which is intended to reflect the relative merit and extent of each Class Member's potential claim.

#### **POINT SYSTEM**

6. Class Members, except for those who have undergone a vasectomy,
  - a. who were current in payment of their annual storage fees as of May 2002, and who do not have any motile sperm in their ejaculate or are unable to produce ejaculate are entitled to 100 points;
  - b. who were not current in payment of their annual storage fees but who can prove that they did not receive the unpaid invoices, and

who do not have any motile sperm in their ejaculate or are unable to produce ejaculate are entitled to 100 points;

- c. who had received annual invoices and who were less than 2 years in arrears of in payment of their annual storage fees as of May 2002, and who do not have any motile sperm in their ejaculate or are unable to produce ejaculate are entitled to 65 points;
  - d. who were current in payment of their annual storage fees as of May 2002, and who can produce ejaculate and who have motile sperm in their ejaculate and who can prove that they have been significantly impaired in their ability to have children that are biologically theirs because of the damage to their sperm samples in May 2002 are entitled to 60 points;
  - e. who were not current in payment of their annual storage fees but who can prove that they did not receive the unpaid invoices and who can produce ejaculate and who have motile sperm in their ejaculate and who can prove that they have been significantly impaired in their ability to have children that are biologically theirs because of the damage to their sperm samples in May 2002 are entitled to 60 points;
  - f. who had received annual invoices and who were less than 2 years in arrears of in payment of their annual storage fees as of May 2002, and who can produce ejaculate and who have motile sperm in their ejaculate and who can prove that they have been significantly impaired in their ability to have children that are biologically theirs because of the damage to their sperm samples in May 2002 are entitled to 40 points;
  - g. who had received annual invoices and who were 2 or more years in arrears of in payment of their annual storage fees as of May 2002, are not entitled to recover any money under the Settlement Agreement unless they were minors at the time that they stored their sperm samples at the Andrology Lab;
  - h. who were minors at the time that they stored their sperm samples at the Andrology Lab and who do not have any motile sperm in their ejaculate or are unable to produce ejaculate are entitled to 100 points.
7. Class Members who have undergone a vasectomy
- a. who were current in payment of their annual storage fees as of May 2002, are entitled to 30 points;

- b. who were not current in payment of their annual storage fees but who can prove that they did not receive the unpaid invoices are entitled to 30 points;
- c. who had received annual invoices and who were less than 2 years in arrears of in payment of their annual storage fees as of May 2002, are entitled to 15 points;
- d. who had received annual invoices and who were 2 or more years in arrears of in payment of their annual storage fees as of May 2002, are not entitled to recover any money under the Settlement Agreement unless they were minors at the time that they stored their sperm samples at the Andrology Lab;
- e. who were minors at the time that they stored their sperm samples at the Andrology Lab are entitled to 30 points.

#### **PROOF OF CLAIMS**

- 8. All Class Members will be required to submit a completed claim form attached as Appendix "A" to this Agreement to the Claims Administrator by the Claims Limit Date to be entitled to receive any benefits under the settlement.
- 9. All Class Members who fall within the categories described by paragraphs 6 (a), (b), (c), (d), (e), (f) or (h) of this Agreement and who can produce ejaculate will be required to submit a semen analysis of their ejaculate showing that they have no motile sperm or the concentration of their sperm and the percentage of motile sperm.

#### **DETERMINATION OF POINTS**

- 10. The Claims Administrator will determine the number of points for each eligible Class Member and the total number of Points for all eligible Class Members.
- 11. The Claims Administrator will be at liberty to review the Class Members' files to determine eligibility. Class Counsel will provide the Claims Administrator with a list of Class Members who have opted in or out.
- 12. If a claims form is not properly completed or the required documents have not been submitted by a Class Member making a claim under this Agreement or if there is a discrepancy disclosed by a given Class Member's file and the claims form or other documentation submitted by the Class Member, the Claims Administrator may contact the Class Member to provide him with an opportunity to submit a proper claims form

or other documentation or information. The Claims Administrator shall make such requests within 28 days of the Claims Limit Date and the further documentation or information shall be submitted to and received by the Claims Administrator no later than 56 days after the Claims Limit Date.

13. The Claims Administrator shall use the best available evidence in making their determination. The Claims Administrator's decision as to the eligibility of a Class Member and the number of points for each Class Member is final.
14. The Claims Administrator will be at liberty to apply to the Court for directions if any problem arises in the claims administration process.

#### **TIME TO ADVANCE A CLAIM**

15. Upon the Effective Date, the Claims Administrator shall issue a Notice as may be approved by the Court advising of the approval of this Agreement, of the process for submitting claims and of the Claims Limit Date.
16. All claims with supporting documents must be received by the Claims Administrator by 5:00 PM Eastern Time on the Claims Limit Date. The Claims Administrator shall deny any claim received or completed after that date and time.

#### **CLAIMS ADMINISTRATION EXPENSES**

17. If the Claims Administration Fees and Expenses are in excess of \$75,000.00, then the Claims Administrator shall apply to the Court for approval of their account prior to distribution of the balance of the Settlement Fund. Otherwise, the Claims Administration Fees and Expenses will be deducted prior to distribution of the Settlement Fund.

#### **DISTRIBUTION OF THE SETTLEMENT FUND**

18. After payment of the Claims Administration Fees and Expenses pursuant to paragraph 17, the Claims Administrator will distribute the balance of the Settlement Fund to those Class Members whose claims have been approved based on a pro rata calculation using the number of points per class member. The distribution will occur as soon as reasonably possible, and in any event, no later than 70 days after the Claims Limit Date, unless the Court orders that the distribution shall occur at a later date.
19. The Claims Administrator will deliver a final report to Class Counsel and to the Court upon final distribution of the Settlement Fund.



**NO RESPONSIBILITY FOR ADMINISTRATION OR FEES**

20. The Defendant will not have any responsibility, financial obligations or liability whatsoever with respect to the administration or distribution of monies in the Settlement Fund, including, but not limited to, the Claims Administration Fees and Expenses and the costs and expenses associated with the publication and distribution of the Notices.
21. Class Counsel Fees may only be paid out of the Settlement Proceeds. The Defendant will not be liable for any fees, disbursements or taxes, including but not limited to the Class Counsel Fees, or the fees disbursements or taxes of the Plaintiff's or any Class Member's respective lawyers, experts, advisors, agents, or representatives.

**RELEASES AND DISMISSALS**

22. Upon the Effective Date and upon payment of the Settlement Proceeds in accordance with paragraph 2 of this Agreement, in consideration of the payment of the Settlement Proceeds, and for other good and valuable consideration set forth in this Agreement, the Releasors release the UBC Releasees and the Third Party Releasees from the Released Claims.
23. It is agreed by the Parties to this Agreement that, subject to the direction of the Court, the order of the Court approving this Agreement shall include the substance of paragraph 22 of this Agreement as a term of that order.
24. The Releasors will not now or hereafter institute, continue, maintain or assert, either directly or indirectly, on their own behalf or on behalf of any class or any other persons, any action suit, cause of action, claim or demand against the UBC Releasees, the Third Party Releasees, or any of them, or against any other person, corporation or other entity who may claim contribution or indemnity, or other claims over relief, from any of the UBC Releasees or the Third Party Releasees in respect of any Released Claim or any matter related thereto. If any such claim or proceeding is brought by a Releasor in breach of this Agreement and results in any claim or proceeding by any person against the UBC Releasees, the Third Party Releasees, or any of them, then that Releasor shall indemnify and save harmless the UBC Releasees, the Third Party Releasees, or any of them from any and all resulting liabilities, obligations and costs of any nature.
25. This Agreement may be pleaded or relied upon by any of the UBC Releasees or the Third Party Releasees as a full and complete defence and may be used as a basis for an injunction against any claim or proceeding or other act or omission that may be made, commenced or

continued in breach of the terms of the release by the Releasors of the Released Claims as set out in this Agreement.

26. The Class Action, the Breisnes Action and the Cherniak Action will each be dismissed with prejudice, as if each action had been tried on its merits, but without costs. The Gindhu Action will be discontinued in respect of David Gindhu's personal cause(s) of action asserted therein and such discontinuance will be with prejudice and a defence to any subsequent proceeding by David Gindhu for the same or substantially the same cause(s) of action as he asserted in the Gindhu Action. For greater certainty, neither the discontinuance of David Gindhu's personal claims in the Gindhu Action, nor anything else provided for in this Agreement will prejudice or otherwise impair or affect the claims asserted by Aviva Laye in the Gindhu Action including, but without limiting the generality of the foregoing, her claim for reimbursement of the costs associated with the in vitro fertilization procedure and additional medication costs as alleged at paragraph 26 of the Statement of Claim therein.

#### **EFFECT OF SETTLEMENT**

27. It is understood and agreed that this Agreement is a compromise settlement of disputed claims. This Agreement, anything contained within it, and any and all negotiations, discussions, documents and proceedings associated with this Agreement, and any action taken to carry out this Agreement, will not be construed as or deemed to be an admission of liability or of any other fault or wrongdoing by the Defendant, University of British Columbia, the Third Parties, or any of their respective employees, agents or other representatives.

#### **MISCELLANEOUS**

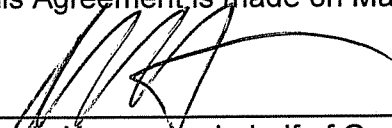
28. This Agreement will be governed by and construed and interpreted in accordance with the laws of the Province of British Columbia.
29. This Agreement may be executed in counterparts, all of which taken together will be deemed to constitute one and the same agreement, and a facsimile or PDF signature will be deemed an original for purposes of executing this Agreement.

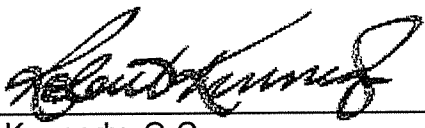
#### **ACKNOWLEDGMENTS AND AUTHORIZED SIGNATURES**

30. Each of the Parties hereby affirms and acknowledges that 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 this Agreement.

31. Each of the undersigned represents that he or she is fully authorized to enter into the terms and conditions of, and to execute, this Agreement on behalf of the Parties identified below their respective signatures.

This Agreement is made on May 15, 2015

  
\_\_\_\_\_  
w Sandy Kovacs on behalf of Grant Kovacs Norell,  
and the Plaintiff, Howard Lam

  
\_\_\_\_\_  
Robert Kennedy, Q.C.  
on behalf of the University of British Columbia

# UBC SPERM BANK SETTLEMENT PROGRAM

## **This Claim Application Package contains:**

- Privacy Statement
- Instructions for Claimants
- Definition
- Claim Form
- Declaration form

## **Privacy Statement**

Personal information is collected, used, and retained by the Settlement Administrator pursuant to the Personal Information Protection and Electronics Documents Act. S.C. 2000, c.5 (PIPEDA):

- For the purpose of operating and administering the UBC Andrology Lab Settlement Program;
- To evaluate and consider the claimant's eligibility under the Settlement; and
- Is strictly private and confidential and will not be disclosed without the express written consent of the claimant except as provided for in the Settlement.

## **Instructions**

These instructions provide basic guidelines for submitting claims under the Settlement. In the case of contradiction between these instructions and the Settlement Agreement, the Settlement Agreement shall prevail. For more detailed information, please refer to the Settlement Agreement, which can be viewed or downloaded at [www.UBCspermbankclaim.ca](http://www.UBCspermbankclaim.ca).

## **How to Contact the Administrator**

Phone: 1-877-739-8940  
Fax: 1-888-842-1332  
[UBCspermbankclaim@crowco.ca](mailto:UBCspermbankclaim@crowco.ca)  
[www.UBCspermbankclaim.ca](http://www.UBCspermbankclaim.ca)

**The completed Claim Application Package must be submitted to the Settlement Administrator at the following address:**

UBC Sperm Bank Settlement Program  
Suite 3-505, 133 Weber St. North  
Waterloo, Ontario, N2J 3G9

If you require assistance regarding completion of the Claim Application Package or have any questions related to your claim, you may seek assistance from the Administrator or retain legal counsel at your own expense.

Claimants may contact the Settlement Administrator and to obtain a Claim Application Package. Claimants, Personal Representatives or their Legal Representatives should advise the Settlement Administrator, in writing, of any changes or corrections in address, name, phone number or legal representation.

## Definitions

The terms herein have the following definitions:

**“Andrology Lab”** means the Andrology Lab operated by the Defendant;

**“Certification Order”** means the order of the Court in the Class Action made on July 6, 2011 certifying the proceedings as a class proceeding under the Class Proceedings Act, RSBC 1996, c. 50;

**“Class Action”** means Action No. S035269, Vancouver Registry, in the Supreme Court of British Columbia;

**“Claims Administrator”** means Crawford Class Action Services, Suite 3-505, 133 Weber St. North, Waterloo, Ontario, N2J 3G9;

**“Class Counsel”** means the law firm of Grant Kovacs Norell, 400 – 900 Howe St., Vancouver, B.C. V6Z 2M4;

**“Claims Limit Date”** means the date and time defined by paragraph 15 of this Agreement;

**“Class Members”** means members of the class as defined in the Certification Order issued in the Class Action and, for greater clarity, the representative plaintiff and all B.C. residents who did not opt out by December 9, 2011 and all non-B.C. residents who opted in by December 9, 2011;

**“Court”** means the Supreme Court of British Columbia and in particular, Mr. Justice Butler or such other Judge who is appointed to continue management of the Class Action;

**“Settlement Proceeds”** means the amount of \$6.2 million;

**“Settlement Fund”** means the funds delivered by Class Counsel to the Claims Administrator;

**“Third Parties”** means all of the third parties listed in paragraph 3 of the recital to the Settlement Agreement.

## Point System

### 1. Class Members, except for those who have undergone a vasectomy,

- a. who were current in payment of their annual storage fees as of May 2002, and who do not have any motile sperm in their ejaculate or are unable to produce ejaculate are entitled to 100 points;
- b. who were not current in payment of their annual storage fees but who can prove that they did not receive the unpaid invoices, and who do not have any motile sperm in their ejaculate or are unable to produce ejaculate are entitled to 100 points;
- c. who had received annual invoices and who were less than 2 years in arrears in payment of their annual storage fees as of May 2002, and who do not have any motile sperm in their ejaculate or are unable to produce ejaculate are entitled to 65 points;

- d. who were current in payment of their annual storage fees as of May 2002, and who can produce ejaculate and who have motile sperm in their ejaculate and who can prove that they have been significantly impaired in their ability to have children that are biologically theirs because of the damage to their sperm samples in May 2002 are entitled to 60 points;
- e. who were not current in payment of their annual storage fees but who can prove that they did not receive the unpaid invoices and who can produce ejaculate and who have motile sperm in their ejaculate and who can prove that they have been significantly impaired in their ability to have children that are biologically theirs because of the damage to their sperm samples in May 2002 are entitled to 60 points;
- f. who had received annual invoices and who were less than 2 years in arrears in payment of their annual storage fees as of May 2002, and who can produce ejaculate and who have motile sperm in their ejaculate and who can prove that they have been significantly impaired in their ability to have children that are biologically theirs because of the damage to their sperm samples in May 2002 are entitled to 40 points;
- g. who had received annual invoices and who were 2 or more years in arrears in payment of their annual storage fees as of May 2002, are not entitled to recover any money under the Settlement Agreement unless they were minors at the time that they stored their sperm samples at the Andrology Lab;
- h. who were minors at the time that they stored their sperm samples at the Andrology Lab and who do not have any motile sperm in their ejaculate or are unable to produce ejaculate are entitled to 100 points.

## **2. Class Members who have undergone a vasectomy**

- a. who were current in payment of their annual storage fees as of May 2002, are entitled to 30 points;
- b. who were not current in payment of their annual storage fees but who can prove that they did not receive the unpaid invoices are entitled to 30 points;
- c. who had received annual invoices and who were less than 2 years in arrears in payment of their annual storage fees as of May 2002, are entitled to 15 points;
- d. who had received annual invoices and who were 2 or more years in arrears in payment of their annual storage fees as of May 2002, are not entitled to recover any money under the Settlement Agreement unless they were minors at the time that they stored their sperm samples at the Andrology Lab;
- e. who were minors at the time that they stored their sperm samples at the Andrology Lab are entitled to 30 points.

### **Administrator address**

UBC Sperm Bank Settlement Program  
 Suite 3-505, 133 Weber St. North  
 Waterloo, Ontario, N2J 3G9

Phone: 1-877-739-8940  
 Fax: 1-888-842-1332  
 UBCspermbankclaim@crawco.ca  
 www.UBCspermbankclaim.ca

# UBC SPERM BANK SETTLEMENT PROGRAM CLAIM FORM

## Section A: Claimant Information

---

Last Name

First Name

---

Address

---

City

Province/Territory

Postal Code

---

Country

Date of Birth

Email

---

Home Phone Number

Alternate Phone Number

If you change your address, please advise the Claims Administrator in writing.

## Section B: Personal Representative

Please complete this section about yourself if you are a Personal Representative submitting a claim on behalf of a Claimant who is a minor or a mentally incompetent adult.

---

Last Name

First Name

---

Address

---

City

Province/Territory

Postal Code

---

Country

Email

---

Home Phone Number

Alternate Phone Number

**Section C: Legal Representative**

---

Last Name

First Name

---

Address

---

City

Province/Territory

Postal Code

---

Country

Email

---

Phone Number

Fax Number



# UBC SPERM BANK SETTLEMENT PROGRAM

## Part 1: Fertility

### Instructions:

Please review Part 1 carefully and choose one of the following options.

If you check Yes for Option 1, Option 2, or Option 4 you must have the Physician Statement and Physician Information sections completed by your Physician.

If you check Yes for Option 3 or Option 4, a semen analysis test is required.

#### Option 1:

I have undergone a vasectomy after having provided my semen sample to the Andrology Lab for storage.

If Yes, please check

#### Option 2:

I am unable to ejaculate but have not undergone a vasectomy.

If Yes, please check

#### Option 3:

I have no motile sperm in my ejaculate but have not undergone a vasectomy.

If Yes, please check

If your answer to Question 3 is Yes, you are required to provide a semen analysis completed by a medical laboratory to the Claims Administrator. The semen analysis must have been conducted within 30 days of submitting this claim form.

#### Option 4:

I have not undergone a vasectomy. I do have motile sperm in my ejaculate but my ability to have biological children has been significantly impaired due to the damage to my sperm samples at Andrology Lab in May, 2002.

If Yes, please check

If your answer to Question 4 is Yes, you are required to provide a semen analysis completed by a medical laboratory to the Claims Administrator. The semen analysis must have been conducted within 30 days of submitting this claim form.

**Physician Statement:**

I have reviewed the Claimant's answers and to the best of my knowledge, his answer is correct.

\_\_\_\_\_  
Physician Signature

**Physician Information**

\_\_\_\_\_  
Last Name

\_\_\_\_\_  
First Name

\_\_\_\_\_  
Address

\_\_\_\_\_  
City

\_\_\_\_\_  
Province/Territory

\_\_\_\_\_  
Postal Code

\_\_\_\_\_  
Country

\_\_\_\_\_  
Specialty

\_\_\_\_\_  
Phone Number

\_\_\_\_\_  
Fax Number

# UBC SPERM BANK SETTLEMENT PROGRAM

## Part 2: Statutory Declaration Form

This portion of the Form must be completed by each claimant before a lawyer or a Notary Public.

You are not eligible to receive any payment if you did not pay the annual storage fee as required by invoices issued by the Andrology Lab and received by you for the year 2000 and prior unless you were under the age of 19 at the time you provided your sample to the Andrology Lab.

### Section A: Claimant Information

Last Name(s)

First Name

Address

City

Province/Territory

Postal Code

Country

Date of Birth

Home Phone Number

Alternate Phone Number

### Section B: Declarations

**Complete line 1 if you paid all invoices received by you from the Andrology Lab.**

1. I declare that I paid all of the invoices that I received from the Andrology Lab for storage of my semen samples.

True       False

**Complete line 2 if you paid all invoices received by you from the Andrology Lab for the calendar year 2000 and earlier but you had not paid invoices received by you from the Andrology Lab for the calendar year 2001 or later**

2. I declare that I paid all of the invoices that I received from the Andrology Lab for storage of my semen samples for the calendar year 2000 and earlier but I had not paid the invoices that I received from the Andrology Lab for the storage of my semen samples for the calendar years 2001 or later.

True       False

**Complete line 3 if you were under the age of 19 years at the time you provided your sample to the Andrology Lab.**

3. I declare that at the time that I provided my semen sample to the Andrology Lab for storage, I was under the age of 19 years.

True       False

**Complete line 4 if you have not undergone a vasectomy and you do have motile sperm in your ejaculate.**

4. I have not undergone a vasectomy. I do have motile sperm in my ejaculate but my ability to have biological children has been significantly impaired due to the damage to my sperm samples at Andrology Lab in May, 2002.

True       False

**I solemnly declare that to the best of my knowledge answers to Part 1 are true and correct.**

True       False

Declared before me

at, \_\_\_\_\_ this \_\_\_\_\_ day of \_\_\_\_\_, 2015.

\_\_\_\_\_  
Signature of Claimant

\_\_\_\_\_  
Commissioner for taking affidavits

\_\_\_\_\_  
Please stamp/seal here, if applicable

