

## SHORT FORM NOTICE OF CERTIFICATION AND PROPOSED SETTLEMENT

**Did you and/or your spouse undergo Artificial Insemination treatment with, or entrust your semen to Dr. Norman Barwin, resulting in the birth of a child whose biological paternity does not match your consent?**

**If YES, a Class Action may affect your,  
your spouse and your child's rights.**

There is a proposed settlement in a certified class action lawsuit started in Ontario against Dr. Norman Barwin. The action alleges Dr. Barwin's patients in Canada gave him consent to use specific semen for artificial insemination ("AI") procedures administered by him or entrusted their semen to him for later use or storage only. The claim alleges that Dr. Barwin's mishandling of the semen in some cases, during AI or in the course of storage, did not accord with the consent of his patients in breach of his common law duties of care, among other things, resulting in the birth of children whose biological fathers do not accord with the consents provided by the relevant patients.

The Ontario Superior Court of Justice certified this case as a class proceeding for the purposes of settlement on July 28, 2021. You are a class member and may qualify for compensation if you fall into one or more of the following classes:

**Mothers Class:** All patients of the defendant who were administered artificial insemination (AI) in Canada during the Class Period by either (i) the Defendant, or (ii) at another fertility clinic, with semen originally entrusted to the Defendant, from which AI they conceived and gave birth to a child whose biological father does not accord with the consent given by these patients in regard to the semen.

**Spouse/Partner/Former Patient Class**

- a. All persons who were a partner or spouse of a Mothers Class Member when the AI was administered and who agreed to have their own semen or specified donor semen used for the AI of a Mothers Class Member, but where the biological father of the child conceived during the Class Period and born of the AI does not accord with their said agreement; and
- b. All patients of the defendant in Canada who entrusted their semen to the defendant for storage, safe-keeping or specific purpose but which semen was used in the course of AI performed by the defendant during the Class Period that resulted in the birth of one or more children who do not accord genetically with the consent these patients gave in regard to the storage and/or use of their semen.

**Children Class:** All persons conceived and born by Mother Class Members as a result of AI performed by the defendant during the Class Period with semen entrusted to the defendant whose biological father does not accord with the consent given by their biological mother for the AI.

The Court will hold a **settlement and counsel fee approval hearing** over the Zoom platform on November 1, 2021 at 10:00AM to consider whether the settlement should be approved and, if so, whether class counsel's fees should be approved. You have the right to appear in court to object to the proposed settlement and/or class counsel's fees.

Under the proposed settlement, you may be eligible for **compensation** if you demonstrate that you are a class member. The level of compensation will depend on which class you belong to and what type of harm you suffered.

If you are an eligible class member and you do nothing, you will remain in the class and be eligible to receive the benefits of the settlement, but you will not be able to commence your own action against Dr. Barwin.

You can exclude yourself—“opt out”—from the class action by **October 14, 2021**. If you do so, you will not be eligible to receive any settlement benefits from the class action but you will have the right to start an action against Dr. Barwin on your own. However if you do so, you will have full responsibility to take all legal steps to protect any claim(s) you may have, including addressing any relevant limitation periods. If you choose to pursue any legal action on your own, it will be at your own expense, including lawyers' fees and any risk of adverse legal costs against you personally should you not succeed.

If you do not wish to participate in the class action or bring a claim against Dr. Barwin on your own, **you do not need to do anything at all, and in particular, you do not need to opt-out.**

The full length notice describing the quantum of compensation, how to object, or how to opt out is available at: [www.barwinclassaction.ca](http://www.barwinclassaction.ca).

***For more information or to obtain an opt-out or claim form, contact:***

RicePoint Administration Inc.  
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25 The Esplanade  
Toronto, ON M5W 4B1  
1-866-753-2594  
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There will be no further notice from the Administrator about this settlement unless the settlement is not approved.