

(Class action)
SUPERIOR COURT

**CANADA
PROVINCE OF QUEBEC
DISTRICT OF MONTREAL**

N° 500-06-000623-120

VICTOR EARL KELLY

Petitioner

v.

LAKESHORE GENERAL HOSPITAL

-and-

DR. GILLES BOURDON

Respondents

SETTLEMENT AGREEMENT

PREAMBLE

WHEREAS in September 2012, the West Island Health and Social Services Centre launched a recall operation concerning 684 patients who underwent a colonoscopy performed by Dr. Gilles Bourdon at the Lakeshore General Hospital between 2009 and 2012;

WHEREAS on September 10, 2012, a letter was sent by courier to these 684 patients to inform them that it was possible that a part of their intestine (colon) had not been visualized during their colonoscopy, and to invite them to contact the Lakeshore General Hospital to make an appointment to undergo a Recall Colonoscopy in order to dispel any concerns;

WHEREAS on September 11, 2012, a call centre was established at the Lakeshore General Hospital to answer these patients' questions and concerns and to schedule the Recall Colonoscopies at the Lakeshore General Hospital, the Jewish General Hospital, the Royal Victoria Hospital, the Montreal General Hospital or St-Mary's Hospital Centre;

WHEREAS on September 12, 2012, the media was made aware of the recall operation through a press conference;

WHEREAS of the 684 patients included in the recall, 469 patients opted to undergo the Recall Colonoscopy;

WHEREAS 21 additional patients not initially included in the recall because they had been treated by Dr. Bourdon prior to 2009 requested and underwent a Recall Colonoscopy;

WHEREAS according to the data collected by the Lakeshore General Hospital, 1.7% of the Recall Colonoscopies led to a diagnosis of colon cancer, namely eight (8) known patients, which according to the Respondents is below the usual “false negative” rate found in the medical literature for colonoscopies;

WHEREAS according to the Respondents, the usual practice for physicians is to prescribe follow-up screening colonoscopies at least every few years, such that the patients who underwent the Recall Colonoscopies would, regardless of the recall or its merits, have had to undergo further colonoscopies in the future;

WHEREAS on September 13, 2012, Mr. Joseph Bohbot filed a *Motion to Authorize the Bringing of a Class Action and to Ascribe the Status of Representative* (“**Motion for Authorization**”) against the Lakeshore General Hospital and Dr. Gilles Bourdon;

WHEREAS on October 21, 2013, the Court authorized the amendment of the Motion for Authorization and the replacement of the Petitioner Mr. Joseph Bohbot by the Petitioner Mr. Victor Earl Kelly;

WHEREAS, for the sole purpose of the settlement of the class action, the parties agree that in order to obtain a full and final resolution of the present matter, the class definition should be broadened to include 21 additional patients outside the scope of the recall who nevertheless underwent a Recall Colonoscopy as part of the recall process in addition to the 684 class members who were sent a recall letter;

WHEREAS the parties agree that, for the sole purpose of the present settlement, Class Counsel will seek the Court’s permission to amend the Fresh as Amended Motion for Authorization in order to modify the class definition as follows (which amendment will be reversed by the Petitioner by way of further amendment, should the settlement not be approved by the Superior Court of Québec, as detailed below):

Every person (including their estates, executors or personal representatives), who underwent a colonoscopy between 2009 and 2012 performed by Dr. Gilles Bourdon at the Lakeshore General Hospital and who was sent a recall letter from the *West Island Health and Social Services* dated September 10, 2012 inviting him or her to undergo a repeat colonoscopy, as well as every person (including their estates, executors or personal representatives) who underwent a colonoscopy performed by Dr. Gilles Bourdon at the Lakeshore General Hospital before 2009 and who, at his or her request, underwent a repeat colonoscopy as part of the recall operation launched by the West Island Health and Social Services Centre in September 2012 (hereinafter the “**Class Members**”);

WHEREAS the Respondents deny any fault or any liability whatsoever and assert that they have a valid defense in law against the class action and the Petitioner maintains that his action herein is well founded;

WHEREAS notwithstanding the foregoing, the parties have reached an agreement to settle the present class action, without admission, subject to the approval of the Superior Court of Québec;

WHEREAS the settlement will resolve entirely and completely all potential claims past, present and future of the Class Members, concerning, directly or indirectly, the colonoscopies completed by Dr. Gilles Bourdon at the Lakeshore General Hospital and the ensuing patient recall of September 2012, in capital, interest, costs and extrajudicial fees;

WHEREAS the class action shall be authorized on the sole condition that the settlement is approved by the Superior Court of Québec, failing which the Respondents reserve the right to assert any ground of defense and, in particular, to contest the validity of the Motion for Authorization and present their preliminary motions and Petitioner reserves all of his rights and recourses herein, as though the present agreement had not been signed;

WHEREAS in consideration of the risks involved in the litigation as well as the costs and delays inherent thereto, the parties and their counsel consider that the settlement reached between the parties is fair and reasonable and in the best interests of the parties;

WHEREFORE, subject to the approval of the Superior Court of Québec, the parties agree to the following:

1. DEFINITIONS

- 1.1 **Absent Class Members** means the 215 Original Class Members who did not contact the Lakeshore General Hospital or who contacted the Hospital to say that they did not wish to schedule a Recall Colonoscopy.
- 1.2 **Additional Class Members** means the 21 patients (including their estates, executors or personal representatives) who underwent a colonoscopy performed by Dr. Gilles Bourdon at the Lakeshore General Hospital before 2009 and who at their request underwent a Recall Colonoscopy as part of the recall operation of September 2012.
- 1.3 **Class Counsel** means Mtre David Assor of the law firm Lex Group Inc.
- 1.4 **Original Class Members** means the 684 patients (including their estates, executors or personal representatives) who underwent a colonoscopy by Dr. Gilles Bourdon at the Lakeshore General Hospital between 2009 and 2012 and who were sent a Recall Letter. For the sake of clarity, Absent Class Members are included in the definition of Original Class Members.
- 1.5 **Recall Letter** means the letter dated September 10, 2012 by Dr. Richard D. Germain, MD titled *Repeat of an examination carried out at the West Island Health and Social Services* sent to the Original Class Members.
- 1.6 **Recall Colonoscopy** means a colonoscopy completed as a result of the recall operation of September 2012 launched by the West Island Health and Social Services Centre, and includes the colonoscopies completed by the Additional Class Members. This definition specifically excludes any previously and/or regularly scheduled follow-up colonoscopy, even if completed at the Lakeshore General Hospital and/or by Dr. Bourdon.

2. THE SETTLEMENT

Amounts Given to Original Class Members and Additional Class Members through Collective Recovery

- 2.1 Each Class Member who received a diagnosis of colon cancer during the Recall Colonoscopy will receive total compensation of \$20,000. There are 8 such known patients, for a total compensation of **\$160,000**.
- 2.2 Each Class Member who underwent a Recall Colonoscopy that did not diagnose a colon cancer will receive \$500. There are 461 such patients, for a total compensation of **\$230,500**.
- 2.3 Each Additional Class Member who underwent a Recall Colonoscopy that did not diagnose a colon cancer will receive \$500. There are 21 such patients, for a total compensation of **\$10,500**.
- 2.4 As an indemnity for his efforts, the Petitioner, Mr. Victor Earl Kelly, will receive an additional compensation of **\$500** above and beyond the amount already payable to him.
- 2.5 As detailed at paragraphs 2.1 to 2.4, the total amount given to Original Class Members (excluding the Absent Class Members), Additional Class Members and the Petitioner through collective recovery will be of no more than **\$401,500**.
- 2.6 If the amount stated at paragraph 2.5 is not entirely claimed by the Original Class Members and the Additional Class Members within 7 months from the day of the Judgment approving the settlement agreement, the balance will be given *pro rata* to the Segal Cancer Center of the Jewish General Hospital, the McGill University Health Centre and St-Mary's Hospital Centre, deduction made of the amounts owed to the Fonds d'aide aux recours collectifs as per section 1 (2) of the *Regulation Respecting the Percentage Withheld by the Fonds d'aide aux recours collectifs*, CQLR c R-2.1, s. 2.

Amounts Potentially Given to Absent Class Members through Individual Recovery

- 2.7 An Absent Class Member who can establish that he or she underwent a Recall Colonoscopy between September 10, 2012 and December 31, 2012 at a private clinic or other medical facility will be entitled to \$500. This represents a maximum of 215 patients.
- 2.8 In order for an Absent Class Member to establish that he or she underwent a Recall Colonoscopy as per paragraph 2.7, he or she will need to provide to McCarthy Tétrault LLP (c/o Mtre Philippe Dufort-Langlois), within one hundred fifty (150) days from the day of the judgment approving the settlement agreement, a receipt explicitly mentioning such a colonoscopy or an excerpt from a medical chart stating that a colonoscopy was completed during the period of September 10, 2012 to December 31, 2012, at his or her own expense (or paid by insurance).
- 2.9 Any Absent Class Member who can provide, within one hundred fifty (150) days from the day of the judgment approving the settlement agreement, to McCarthy Tétrault LLP (c/o Mtre Philippe Dufort-Langlois), excerpts from his or her medical chart establishing that a diagnosis of colon cancer was made during a colonoscopy completed between September 10, 2012 and December 31, 2012 at a private clinic or other medical facility is entitled to \$20,000 (instead of \$500).

- 2.10 Within 5 days of receipt, McCarthy Tétrault LLP will forward to the other attorneys of record including Class Counsel, the documentation received.
- 2.11 In case of debate as to whether an Absent Class Member is entitled to compensation, the issue will be adjudicated by a third party arbitrator (lawyer), to be jointly chosen and designated by the parties, whose decision will be final and without appeal (alternative dispute resolution ("**ADR**"). All costs and disbursements related to the ADR process will be paid solely by Respondents. The ADR process will be subject to the application of the rules of the Code of Civil Procedure (art. 620 et seq.) on arbitration.

Payment

- 2.12 Should the Court approve the present settlement, cheques will be sent by regular mail directly by McCarthy Tétrault LLP to the Original Class Members and the Additional Class Members who have not opted out of the action, as well as to the Absent Class Members who have a right to receive an indemnity within thirty (30) days of the final decision as to the admissibility of any and all claims of the Absent Class Members, as per the form and content found in Appendix "B".
- 2.13 Payments to the Petitioner, as detailed above, will be sent within ninety (90) days after the approval of the settlement by the Court, by way of cheque made payable to Victor Earl Kelly.

3. NOTICES TO CLASS MEMBERS

- 3.1 The parties agree that, given that the Original Class Members and the Additional Class Members are specifically known and identified, bilingual notices of the hearing for the approval of the settlement will be sent by registered mail directly by McCarthy Tétrault LLP, as per the form and content found in Appendix "A".
- 3.2 Should the Court approve the present settlement, the Original Class Members and the Additional Class Members will be sent by regular mail by McCarthy Tétrault LLP a letter in the form and content found in Appendix "B" advising them that the settlement was approved and informing them of their to opt out of the action. The letters will be sent no later than thirty (30) days after approval of the settlement by the Court.
- 3.3 Should the Court approve the present settlement, the Absent Class Members who have not opted out of the action will be sent by regular mail by McCarthy Tétrault LLP a letter in the form and content found in Appendix "D" advising them that the settlement was approved and inviting them to submit a claim, if applicable. The letters will be sent by McCarthy Tétrault LLP no later than ninety (90) days after approval of the settlement by the Court.
- 3.4 Class Counsel will be entitled at their sole discretion to post a notice and other relevant proceedings, judgments and settlement documents in this matter, on their firm's website or social media, and entitled at their sole discretion to send an e-mail to any Class Member having previously contacted Class Counsel and only to the email addresses provided at that time.
- 3.5 The parties agree that this notification process is the best manner of directly reaching all the Original Class Members and the Additional Class Members.
- 3.6 The parties have already obtained the Court's authorization for the respondents and their counsel to have access to the personal contact information of the Original Class Members

and the Additional Class Members with the Lakeshore General Hospital, including the type of compensation owed to them if already determinable.

4. OPT-OUT PERIOD

- 4.1 The Original Class Members and the Additional Class Members will have sixty (60) days from the approval of the settlement agreement by the Court to opt out of the settlement by sending a written notice to that effect to Class Counsel, as provided for in Appendix "B".
- 4.2 Within five (5) days of receipt, Class Counsel will forward any opt-out notice to counsel for Respondents.
- 4.3 In the event that more than two (2) of the Original Class Members who received a diagnosis of colon cancer opt out of the settlement, the Respondents can unilaterally decide to annul the settlement by sending a written notice to Class Counsel within fifteen (15) days of the expiry of the opt-out period.

5. CLASS COUNSEL FEES

- 5.1 Within the same Motion requesting the approval of the present Settlement Agreement, Class Counsel will be asking the Court to approve their global award, covering attorney fees and expenditures for past and future work in this matter ("**Class Counsel Fees**"), as more fully detailed herein below.
- 5.2 In addition to the compensations to Class Members detailed above, the Respondents agree to pay an amount of **\$152,700** plus the Goods and Services Tax ("**GST**") and Quebec Sales Tax ("**QST**") (at the rates applicable on the date of payment, namely the total sum of **\$175,566.83** inclusive of taxes as calculated at the execution of this Agreement), to Class Counsel as Class Counsel Fees
- 5.3 The amount stated at paragraph 5.2 includes any financial assistance to be repaid to the *Fonds d'aide aux recours collectifs*, which according to Class Counsel there is none.
- 5.4 Should the Court approve the Class Counsel Fees, the amount stated at paragraph 5.2 will be paid out by cheque to Lex Group Inc. no later than ninety (90) days after the Court's decision approving such fees.

6. RELEASE

- 6.1 In consideration of the settlement, and subject to the opt-out process detailed at clause 4 above, the Petitioner, the Original Class Members, the Absent Class Members and the Additional Class Members (including their estates, executors or personal representatives) regardless of whether they receive any compensation, hereby grant a full and final release and discharge to the respondents, the Lakeshore General Hospital (an integral part of the *Montreal West Island Integrated University Health and Social Services Centre* since April 1, 2015) and Dr. Gilles Bourdon, their employees, assigns, agents, representatives, mandataries, heirs, successors, employers, claims managers, insurers and mutual defence organization, as well as any other person, from any and all claims, demands or actions, whatever the nature or the author, that the Petitioner, the Original Class Members, the Absent Class Members and the Additional Class Members (including their estates, executors or personal representatives) ever had, have or may have arising from the facts referred to in all versions of the Motion for Authorization, notably including, without limitation, the recall itself and the colonoscopies and medical services having led to the recall, and hereby waive any claim that could arise from the aggravation of any prejudice

existing or having existed at the moment of the signature hereof and arising from the circumstances related in the record of the present matter.

7. VARIA

- 7.1 The preamble and the appendixes are an integral part of the present settlement agreement.
- 7.2 The settlement is conditional upon its approval without amendment by the Court, except as regards the fees of Lex Group Inc., where applicable.
- 7.3 The present settlement agreement has been concluded in both English and French with both versions being equally authoritative. *La présente convention a été conclue en français et en anglais et les deux versions ont la même valeur.*
- 7.4 Subject to paragraph 3.4 above, the parties and their counsel will not issue any press release concerning this settlement and will refer to the content of this settlement or other documents in the Court record when responding to any media inquiries. The Superior Court of Québec will retain an exclusive jurisdiction as to the present class action and any litigation as to the interpretation of the present transaction.
- 7.5 The Superior Court of Québec maintains exclusive jurisdiction as to the present class action and any litigation as to the interpretation of this settlement agreement.
- 7.6 The present document constitutes a transaction under the terms of Article 2631 of the *Civil Code of Québec* and Article 590 of the *Code of Civil Procedure* and will be binding upon all Original Class Members and Additional Class Members, regardless of whether they receive an indemnity (subject to the opt-out process detailed at paragraph 4 above).
- 7.7 The settlement reflects the entire agreement concluded between the parties and replaces any prior agreement between them, if applicable.
- 7.8 Only in case of a technical difficulty in the course of the implementation of the settlement, Class Counsel, on behalf of the Class Members, are expressly authorized by the Petitioner to take all appropriate action required or permitted to be taken by the Class Members pursuant to this Agreement to effect its terms, and are expressly authorized to enter into any modifications or amendments to this Agreement on behalf of the Class Members whom Class Counsel deems appropriate, such modifications or amendments being of a technical nature with no impact as to the essence of the settlement.
- 7.9 Should the Court refuse to approve the present transaction, this settlement immediately becomes null and void with no further obligation on the parties to pursue negotiations.

8. SIGNATURE

- 8.1 The settlement may be signed in several copies which, together, shall be deemed to constitute one and the same agreement, and any signature transmitted by fax or electronic means in PDF format shall be deemed to constitute a signature.
- 8.2 The parties or their representatives having the power to bind them confirm that they have read and understood the transaction; that the terms and conditions of the settlement have been explained to them by their counsel; and that no party has relied upon statements, representations or incitements of any other party in deciding to sign the settlement.

IN WITNESS WHEREOF, the parties have signed the settlement.

MONTREAL, this _____ 2016

MONTREAL, this _____ 2016

Mr. Victor Earl Kelly

Lex Group Inc. per Mtre David Assor
Class counsel

MONTREAL, this _____ 2016

MONTREAL, this _____ 2016

Lakeshore General Hospital, forming part
of the *Montreal West Island Integrated
University Health and Social Services
Centre* since April 1, 2015

By: _____
Duly authorized for the present purposes

Dr. Gilles Bourdon

MONTREAL, this _____ 2016

McCarthy Tétrault LLP, only as to the
administration of the settlement

APPENDIX "A"

NOTICE – HEARING ON SETTLEMENT APPROVAL

**CLASS ACTION REGARDING COLONOSCOPIES CONDUCTED AT THE LAKESHORE
GENERAL HOSPITAL BY DR. GILLES BOURDON BETWEEN 2009 AND 2012**

**PLEASE READ THIS NOTICE ATTENTIVELY SINCE YOUR RIGHTS AND RECOURSES MAY
BE AFFECTED BY A PROPOSED SETTLEMENT**

Dear Sir or Madam:

You are receiving the present letter because you have been involved in the recall of colonoscopies completed at the Lakeshore General Hospital between 2009 and 2012. As you may be aware, a class action has been filed on your behalf concerning these events.

Without any admission of wrongdoing or liability on the part of the respondents, the Lakeshore General Hospital and Dr. Gilles Bourdon, the parties have reached an agreement to settle this class action.

The settlement agreement definitively settles the class action in case number 500-06-00623-120. If the Court approves it, it will have the effect of terminating any and all claims arising from the colonoscopies and its recall that you have or might have had against the respondents.

The advantages conferred upon the class members and set out in the settlement agreement may be summarized as follows, subject to withholdings by the *Fonds d'aide aux recours collectifs*:

- Class members who had a cancer diagnosed during the recall colonoscopy will receive \$20,000;
- Class members who underwent a recall colonoscopy, which did not diagnose a cancer, will receive \$500;
- Patients outside the scope of the recall who, at their request, nevertheless underwent a colonoscopy arranged by the Lakeshore General Hospital during the recall period, which did not diagnose a cancer, will receive \$500.
- Patients who were sent a recall letter but did not undergo a colonoscopy will not receive any indemnity, unless they are able to prove that they underwent a colonoscopy at a private clinic or other medical facility between September 10, 2012 and December 31, 2012;

The complete terms of the settlement agreement are available at www.lexgroup.ca/classaction/lakeshoregeneralhospital/

This settlement agreement will be submitted to the Honourable Justice Robert Castiglio of the Superior Court of Québec on June 23, 2016, at 9:30, in Room 15.07 of the Montreal Courthouse, 1 Notre-Dame Street East, Montreal, Québec, for his approval. Justice Robert Castiglio, S.C.J. will also be asked to authorize the class action solely for the purpose of approving the settlement agreement.

You have nothing to do if you wish to be bound by the settlement and the eventual judgment of the Court approving same.

Objection Process

If you wish to contest the approval of this settlement agreement, you must submit a signed objection notice on or before **June 8, 2016** at the latest. Your notice must briefly state your name, contact information, the reasons behind your objection, whether you intend to be present at the court hearing on June 23, 2016, and if you intend to be represented by independent counsel (providing the name and contact information of said counsel if known).

This notice should be sent to the attorney acting on behalf of the class, Mtre David Assor, at:

Mtre David Assor
Lex Group Inc.
4101 Sherbrooke Street West
Westmount, QC, H3Z 1A7

Email: davidassor@lexgroup.ca
Fax: (514) 875-8218
Telephone: (514) 451-5500 (ext. 321)

The Lakeshore General Hospital is now part of the Montreal West Island Integrated University Health and Social Services Centre (IUHSSC). Info-IUHSSC: 514 630-2123

This notice has been approved by the Superior Court of Québec.

APPENDIX "B"

NOTICE –SETTLEMENT APPROVAL

CLASS ACTION REGARDING COLONOSCOPIES CONDUCTED AT THE LAKESHORE GENERAL HOSPITAL BY DR. GILLES BOURDON BETWEEN 2009 AND 2012

PLEASE READ THIS NOTICE ATTENTIVELY SINCE YOUR RIGHTS AND RECOURSES MAY BE AFFECTED BY AN APPROVED SETTLEMENT

Dear Sir or Madam:

We write further to our previous letter dated ● with respect to the settlement of the class action concerning the recall of colonoscopies completed at the Lakeshore General Hospital between 2009 and 2012.

We are pleased to advise you that, on ●, the settlement agreement was approved by the Honourable Justice Robert Castiglio of the Superior Court of Québec.

The approval of the settlement definitely settles the class action in Court file 500-06-000623-120 and puts an end to all claims concerning the colonoscopies and the recall which you had or could have had against the respondents, unless you opt out by following the process set out in this letter.

The advantages granted to class members and set out in the approved settlement agreement can be summarized as follows:

- Class members who had a cancer diagnosed during the recall colonoscopy will receive \$20,000;
- Class members who underwent a recall colonoscopy which did not diagnose a cancer will receive \$500;
- Patients who were not part of the recall but, acting on their own initiative, nevertheless underwent a colonoscopy scheduled by the Lakeshore General Hospital during the recall process which did not diagnose a cancer will receive \$500;
- Patients to whom a recall letter was sent but who did not undergo a colonoscopy will receive no indemnity unless they are able to prove that they underwent a colonoscopy in a private clinic or another medical facility between September 10, 2012 and December 31, 2012.

The complete text of the settlement agreement and the judgment approving the settlement are available at www.lexgroup.ca/en/classaction/lakeshoregeneralhospital/.

Opt-out Process

If you wish to opt out of the settlement of this class action, you must submit a signed opt-out notice (letter, fax or e-mail) **at the latest on** [60 days after the date of settlement approval]. This notice **MUST** include the following information:

- Your full legal name; and
- Your full home address; and
- Your telephone number(s); and

- Your e-mail address (optional); and
- Specifically confirm that you wish to “opt-out from the Lakeshore General Hospital Colonoscopies Class Action Settlement” (or other equivalent language).

If you opt out from the settlement, you will not be eligible to receive the possible benefits mentioned above. If you opt-out, you should be aware that there are strictly enforced time limits within which you must take formal legal action to pursue your claim. By opting out, you will take full responsibility for taking all necessary legal steps to protect your claim.

This notice should be sent to the attorney acting on behalf of the class, Mtre David Assor, at:

Mtre David Assor
Lex Group Inc.
4101 Sherbrooke Street West
Westmount, QC, H3Z 1A7

Email: davidassor@lexgroup.ca
Fax: (514) 875-8218
Telephone: (514) 451-5500 (ext. 321)

This notice has been approved by the Superior Court of Québec.

APPENDIX "C"

(Version française au verso)

PAYMENT NOTICE

**CLASS ACTION REGARDING COLONOSCOPIES CONDUCTED AT THE LAKESHORE
GENERAL HOSPITAL BY DR. GILLES BOURDON BETWEEN 2009 TO 2012**

Dear Sir or Madam:

We write further to our previous letter dated ● with respect to the settlement of the class action concerning the recall of colonoscopies completed at the Lakeshore General Hospital between 2009 and 2012.

We are pleased to advise you that, on ●, the settlement agreement was approved by the Honourable Justice Robert Castiglio of the Superior Court of Québec.

As per the terms of this settlement agreement, please find enclosed herewith a cheque made out to your name in the amount of [\$20,000/\$500].

Should you have any questions concerning this settlement, do not hesitate to contact the attorney acting on behalf of the class, Mtre David Assor, at:

Mtre David Assor
Lex Group Inc.
4101 Sherbrooke Street West
Westmount, QC, H3Z 1A7

Email: davidassor@lexgroup.ca

Telephone: (514) 451-5500 (ext. 321)
Fax: (514) 875-8218

You will NOT receive any further notice in this file.

This notice has been approved by the Superior Court of Québec.

APPENDIX "D"

**CLASS ACTION REGARDING COLONOSCOPIES CONDUCTED AT THE LAKESHORE
GENERAL HOSPITAL BY DR. GILLES BOURDON BETWEEN 2009 AND 2012**

**PLEASE READ THIS NOTICE ATTENTIVELY SINCE YOUR RIGHTS AND RECOURSES MAY
BE AFFECTED BY THE APPROVED SETTLEMENT**

ACTION REQUIRED

Dear Sir or Madam:

We write further to our previous letter dated ● with respect to the settlement of the class action concerning the recall of colonoscopies completed at the Lakeshore General Hospital between 2009 and 2012.

On ●, the settlement agreement was approved by the Honourable Robert Castiglio of the Superior Court of Québec.

As per the terms of this settlement agreement:

- Class members who had a cancer diagnosed during the recall colonoscopy will receive \$20,000;
- Class members who underwent a recall colonoscopy, which did not diagnose a cancer, will receive \$500.

Our records show that you had NOT contacted the Lakeshore General Hospital to schedule a recall colonoscopy between September 10, 2012 and December 31, 2012 or that you contacted the Lakeshore General Hospital to say that you did NOT wish to schedule the recall colonoscopy.

In order to receive compensation, you will need to provide objective evidence that you indeed underwent a colonoscopy at a private clinic or other medical facility between September 10, 2012 and December 31, 2012. To that effect, please complete, sign and send the attached Claim Form together with such objective evidence to:

Mtre Philippe Dufort-Langlois
McCarthy Tétrault
1000 De La Gauchetière Street West
Bureau 2500
Montréal, QC H3B 0A2

Email: pdufortlanglois@mccarthy.ca

Telephone: (514) 397-4145
Fax: (514) 875-6246

Objective evidence includes without limitation, a receipt explicitly mentioning such a colonoscopy during that period, and/or an excerpt from a medical chart stating that a colonoscopy was completed during that period, and/or an excerpt from a medical chart confirming any cancer diagnosis during that period.

Please note that you have until [90 days from the day of the judgment approving the settlement agreement] to complete, sign and send the attached Claim Form and required documentation to McCarthy Tétrault LLP.

Should McCarthy Tétrault LLP not receive the completed Claim Form and documentation from you postmarked on or before [90 days from the day of the judgment approving the settlement agreement], you will not be eligible to receive any compensation under the Court approved settlement.

Should you have any questions concerning this settlement, do not hesitate to contact the attorney acting on behalf of the class, Mtre David Assor, at:

Mtre David Assor
Email: davidassor@lexgroup.ca
Telephone: (514) 451-5500 (ext. 321)

You will NOT receive any further notice in this file.

This notice has been approved by the Superior Court of Québec.

CLAIM FORM

I, _____ (please print your full name), underwent a colonoscopy on _____ (date) at _____ (clinic or hospital). I am enclosing:

- a receipt or other document evidencing that I underwent a colonoscopy on such date; and/or
- an excerpt from my medical chart(s) or file(s) confirming that I underwent a colonoscopy on such date, and detailing the results of said colonoscopy, if any, including without limitation any cancer diagnosis.

I understand that if I do not submit any evidence of such a colonoscopy, my claim will be denied.

Full Name:	
Address:	
City:	
Province:	
Postal Code:	
Telephone number(s):	
E-mail (optional):	

(signature)

(date)