

(Class action)  
**SUPERIOR COURT**

CANADA  
PROVINCE OF QUEBEC  
DISTRICT OF MONTREAL

N° C.S.M. 500-06-000701-140

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DEBORA PARTOUCHE  
and  
PAULA ELISA EDERY  
and  
NICOLE MIKE

Petitioners

v.

HÔPITAL DE LACHINE /  
LACHINE HOSPITAL

Respondent

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**SETTLEMENT AGREEMENT**

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**PREAMBLE**

**WHEREAS** in April 2014, the McGill University Health Centre launched a recall operation concerning 151 patients who underwent a bariatric surgery at the Lachine Hospital between March 2012 and March 2014, inclusively;

**WHEREAS** on April 1, 2014, a letter was sent by courier to these 151 patients to inform them that the cleaning process of one of the instruments used during their bariatric surgery (a liver retractor) may have been incomplete, and to invite them to contact the Infection Prevention and Control Service of the McGill University Health Centre to make an appointment to undergo the appropriate blood tests;

**WHEREAS** on April 1, 2014, a call center was established to answer these patients' questions and concerns and to schedule the appropriate blood tests at one of the clinics specifically set up for this purpose;

**WHEREAS** according to the Respondent, the liver retractor that triggered the recall operation was used by only one (1) surgeon (Dr. Oliver Court) and only between March 2012 and March 2014 inclusively;

**WHEREAS** the list of 151 patients was established by crosschecking the list of Dr. Court's patients when admitted to the Lachine Hospital and the date of their bariatric surgery;

**WHEREAS** according to Respondent, Petitioner Nicole Mike was not identified as part of the 151 patients included in the recall operation since she had been admitted to the Lachine Hospital under another surgeon's name;

**WHEREAS** as soon as the Respondent was made aware of this omission, it reviewed all of the operating bloc's records to make sure no other patient, like Ms. Nicole Mike, had been omitted;

**WHEREAS** following this review, the Respondent concluded that no other patient (other than Nicole Mike) was admitted under another surgeon's name, bringing the total patients concerned by the recall operation to 152;

**WHEREAS** Ms. Nicole Mike was sent a letter dated August 5, 2014 putting forth essentially the same information as the aforementioned letter dated April 1, 2014 and was included in the recall;

**WHEREAS** to the best of the Respondent's knowledge, no patients involved in the recall were diagnosed with an illness that could be attributable to the present class action;

**WHEREAS** the Respondent has taken the necessary steps to ensure that the liver retractor is properly cleaned before each surgery;

**WHEREAS** on July 29, 2014, Ms. Deborah Partouche and Paula Elisa Ederly filed a Motion to Authorize the Bringing of a Class Action and to Ascribe the Status of Representative ("**Motion for Authorization**") against the Lachine Hospital and said Motion for Authorization was subsequently amended in order to *inter alia* add in Ms. Nicole Mike as additional Petitioner;

**WHEREAS** for the sole purpose of the present settlement agreement, the parties agree that in order to obtain a full and final resolution of the present matter, Class Counsel will seek the Court's permission to amend the Amended Motion for Authorization in order to modify the class definition as follows (which amendment will be reversed by the Petitioners by way of further amendment, should the settlement not be approved by the Superior Court of Québec):

All persons (including their estates, executors or personal representatives) who underwent a bariatric surgery at the Lachine Hospital between March 2012 and March 2014 inclusively, and who were sent a notification letter from the McGill University Health Centre dated April 1, 2014 or August 5, 2014 confirming that the cleaning process of an instrument used during the surgical procedure may have been incomplete or inadequate, or any other Group or Sub-Group to be determined by the Court (hereinafter the "**Class Members**");

**WHEREAS** the Respondent denies any fault or any liability whatsoever and asserts that it has a valid defense in law against the class action and the Petitioners maintain that the 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 compensatory or moral damages such as fear and anxiety and punitive damages directly or indirectly related to the cleaning process of the liver retractor used during bariatric surgeries performed at the Lachine Hospital from March 2012 to March 2014 inclusively and the ensuing patient recall of April 2014, in capital, interest, costs and extrajudicial fees. However, for purposes of clarity, this settlement does not settle, limit, nor release, in any way whatsoever, the Petitioners' and Class Members' rights, recourses, claims, causes of action or demands, past, present and future, for compensatory, moral and/or punitive damages, related to them having actually contracted any disease or illness as a result of the use of the liver retractor during their bariatric surgery;

**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 Respondent reserves the right to assert any ground of defense and, in particular, to contest the validity of the Motion for Authorization and present its preliminary motions and Petitioners reserve all of their rights and recourses herein, as though the present agreement had not be 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. THE SETTLEMENT**

##### Amounts Given to the Class Members through Collective Recovery

- 1.1 Each Class Member who underwent a blood test to detect Hepatitis B (HBcAg), Hepatitis C (HCV) and/or HIV ("**Blood Test**") that did not diagnose any of these illnesses and who advised the Lachine Hospital of these results will receive **\$500**. There are 134 such patients, including the Petitioners, for a total compensation of **\$67,000**.
- 1.2 Each Class Member who, because of the date of his or her surgery, had to undergo a second Blood Test that did not diagnose any of the said illnesses and who advised the Lachine Hospital of these results, will receive an additional compensation to paragraph 1.1 of **\$250**. There are four (4) known patients, including Ms. Paula Elisa Edery, for a total additional compensation of **\$1,000**.
- 1.3 Given the specific situation of Ms. Nicole Mike, she will receive a total compensation of **\$750**.
- 1.4 As an indemnity for their efforts, the Petitioners, Ms. Debora Partouche, Ms. Paula Elisa Edery, and Ms. Nicole Mike will each receive an additional indemnity of **\$500** above and beyond the amounts already payable to them for a total compensation of **\$1,500**.
- 1.5 As detailed at paragraphs 1.1 to 1.4, the total amount given to the Class Members through collective recovery will be of no more than **\$70,250**.
- 1.6 If the amount stated at paragraph 1.5 is not entirely claimed by the Class Members within seven (7) months from the day of the Judgment approving the settlement agreement, the balance will be given to the Jewish General Hospital, 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 (if any).

Amounts Potentially Given to Class Members through Individual Recovery

- 1.7 A Class Member who can establish that he or she underwent a Blood Test between April 1, and July 29, 2014 at a private clinic or at another medical facility that did not diagnose any of the said illnesses and who did not advise the Lachine Hospital of this result will receive \$500. According to the Respondent, this represents a maximum of seventeen (17) patients.
- 1.8 A Class Member who can establish that because of the date of his or her surgery, he or she underwent a second Blood Test between June 1, 2014 and September 30, 2014 that did not diagnose any of the said illnesses and who did not advise the Lachine Hospital of these results will receive an additional compensation to paragraph 1.7 of \$250. According to the Respondent, this represents a maximum of six (6) patients.
- 1.9 In order for a Class Member to establish that he or she underwent a Blood Test as per paragraphs 1.7 and 1.8, he or she will need to provide to Lex Group Inc., c/o Mtre David Assor ("**Class Counsel**"), within ninety (90) days from the day of the judgment approving the settlement agreement, a receipt or other medical file explicitly mentioning that first Blood Test was completed during the period of April 1 and July 29, 2014, and/or that a second Blood Test was completed between June 1, 2014 and September 30, 2014, at his or her own expense (or paid by insurance).
- 1.10 Within 5 days of receipt, Lex Group Inc. will forward to the attorneys for Respondent, the documentation received.
- 1.11 In case of debate as to whether a 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 Respondent. The ADR process will be subject to the application of the rules of the Code of Civil Procedure (art. 382 et seq.) on arbitration by advocates (lawyers).

Payment

- 1.12 Should the Court approve the present settlement, all required payment cheques to the Class Members will be sent by Class Counsel by regular mail to the Class Members in question, the whole within thirty (30) days of the final decision as to the admissibility of any and all claims of the Class Members, as per the form and content found in Appendix "B".
- 1.13 Payments to the Petitioners, as detailed above, will be sent within sixty (60) days after the approval of the settlement by the Court, by way of cheque made payable to Ms. Debora Partouche, Ms. Paula Elisa Edery and Ms. Nicole Mike, as the case may be.

**2. NOTICES TO CLASS MEMBERS**

- 2.1 As an integral part of the settlement, the parties agree that, given that the Class Members are specifically known and identified, bilingual notices of the hearing for the approval of the

settlement will be sent by regular mail directly by Lex Group Inc., as per the form and content found in Appendix "A". This notice will also explain the opting-out process.

- 2.2 The Respondent will make all reasonable efforts to update the Class Members' address list and to track down the Class Members that have not responded to the notification letter.
- 2.3 Should the Court approve the present settlement, the Class Members mentioned at paragraphs 1.7 and 1.8 will be sent by regular mail by Lex Group Inc. a letter in the form and content found in Appendix "C" inviting them to submit a claim, if applicable, with such letters being sent out by Lex Group Inc. no later than thirty (30) days after approval of the settlement by the Court.
- 2.4 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 Members having previously contacted Class Counsel and only to the email addresses provided at that time.
- 2.5 The parties agree that this notification process is the best manner of directly reaching all the Class Members.
- 2.6 The parties also agree to seek the Court's authorization for the Respondent and its counsel to have access to the personal contact information of the Class Members with the Lachine Hospital.

### **3. OPT-OUT PERIOD**

- 3.1 The Class Members will have thirty (30) 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 "A".
- 3.2 Within five (5) days of receipt, Class Counsel will forward any opt-out notice to counsel for Respondent.
- 3.3 In the event that more than ten (10) of the Class Members opt out of the settlement, the Respondent 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.

### **4. CLASS COUNSEL FEES**

- 4.1 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, including the sending of notices and cheques to Class Members and the treatment of claims submitted pursuant to this settlement ("**Class Counsel Fees**"), as more fully detailed herein below.
- 4.2 In addition to the compensations to Class Members detailed above, the Respondent agrees to pay an amount of **\$86,975.43** plus the Goods and Services Tax ("**GST**") and the Quebec Sales Tax ("**QST**") (at the rates applicable on the date of payment, namely the total sum of **\$100,000** inclusive of taxes as calculated at the execution of this Agreement), to Class Counsel as Class Counsel Fees.

4.3 The amount stated at paragraph 4.2 includes any financial assistance to be repaid to the *Fonds d'aide aux recours collectifs*, which according to Class Counsel there is none.

4.4 Should the Court approve the Class Counsel Fees, the amount stated at paragraph 4.2 will be paid out by cheque to Lex Group Inc. no later than sixty (60) days after the Court's decision approving such fees.

## 5. RELEASE

5.1 In consideration of the settlement, and subject to the opt-out process detailed at clause 3 above, the Petitioners and the 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 Respondent, the Lachine Hospital, its employees, assigns, agents, representatives, mandataries, heirs, legatees, employers, claims managers and insurers, as well as any other related person, from any and all claims, demands or actions for compensatory or moral damages, including fear and anxiety, or punitive damages whatever the nature or the author, that the Petitioners, and the 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 cleaning of the instrument and the actions of any employee or representative of the Lachine Hospital and hereby waive any claim that could arise from the aggravation of any such 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. However, for purposes of clarity, this settlement does not settle, limit, nor release, in any way whatsoever, the Petitioners' and Class Members' rights, recourses, claims, causes of action or demands, past, present and future, for compensatory, moral and/or punitive damages, related to them having actually contracted any disease or illness as a result of the use of the liver retractor during their bariatric surgery.

## 6. VARIA

6.1 The preamble and the appendixes are an integral part of the present settlement agreement.

6.2 The settlement is conditional upon its approval without amendment by the Court, except as regards the fees of Lex Group Inc., where applicable.

6.3 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.*

6.4 Subject to paragraph 2.4 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. ...

6.5 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.

6.6 The present document constitutes a transaction under the terms of Article 2631 of the *Civil Code of Québec* and Article 1025 of the *Code of Civil Procedure* and will be binding upon

all Class Members, regardless of whether they receive an indemnity (subject to the opt-out process detailed at paragraph 3 above).

- 6.7 The settlement reflects the entire agreement concluded between the parties and replaces any prior agreement between them, if applicable.
- 6.8 Class Counsel, on behalf of the Class Members, are expressly authorized by the Petitioners 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.
- 6.9 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.

**7. SIGNATURE**


- 7.1 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.
- 7.2 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.

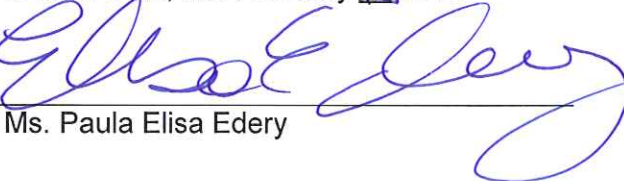
MONTREAL, this February 18 2016

  
\_\_\_\_\_  
Ms. Debora Partouche

MONTREAL, this February 16 2016

  
\_\_\_\_\_  
Ms. Nicole Mike

MONTREAL, this February 19 2016

  
\_\_\_\_\_  
Ms. Paula Elisa Edery

MONTREAL, this February 16 2016

  
\_\_\_\_\_  
Lex Group Inc. per Mtre David Assor  
Class counsel

MONTREAL, this February \_\_ 2016

\_\_\_\_\_  
Lachine Hospital  
By: \_\_\_\_\_  
Duly authorized for the present purposes

all Class Members, regardless of whether they receive an indemnity (subject to the opt-out process detailed at paragraph 3 above).

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MONTREAL, this February \_\_ 2016

MONTREAL, this February \_\_ 2016

\_\_\_\_\_  
Ms. Debora Partouche

\_\_\_\_\_  
Ms. Nicole Mike

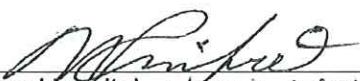
MONTREAL, this February \_\_ 2016

MONTREAL, this February \_\_ 2016

\_\_\_\_\_  
Ms. Paula Elisa Edery

\_\_\_\_\_  
Lex Group Inc. per Mtre David Assor  
Class counsel

MONTREAL, this February 12 2016

  
 Lachine Hospital, a hospital centre integrated to the McGill University Health Centre  
 By: NORMAND RINFRET  
 Duly authorized for the present purposes  
 PRESIDENT AND EXECUTIVE DIRECTOR



## APPENDIX "A"

(version française au verso)

### CLASS ACTION REGARDING THE CLEANING OF AN INSTRUMENT USED DURING BARIATRIC SURGERIES AT THE LACHINE HOSPITAL BETWEEN MARCH 2012 AND MARCH 2014 INCLUSIVELY

#### 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 a patient recall further to the finding that an instrument (a liver retractor) used in bariatric surgeries performed at the Lachine Hospital between March 2012 and March 2014 inclusively may have been improperly cleaned. 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 respondent the Lachine Hospital, the parties have reached an agreement to settle this class action.

The settlement agreement definitively settles the class action in case number 500-06-000701-140. If the Court approves it, it will have the effect of terminating any and all claims for compensatory or moral damages such as fear and anxiety, and punitive damages, arising from the improper cleaning of the liver retractor and the ensuing blood tests to detect Hepatitis B (HBcAg), Hepatitis C (HCV) and/or HIV ("**Blood Test**") that you have or might have had to undergo, unless you opt out in the process described below.

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*:

- Each Class Member who underwent a Blood Test that did not diagnose any illness and who advised the Lachine Hospital of these results will receive **\$500**.
- Each Class Member who, because of the date of their surgery, had to undergo a second Blood Test that did not diagnose any illness and who advised the Lachine Hospital of these results, will receive an additional compensation of **\$250**.
- A Class Member who can establish that he or she underwent a Blood Test between April 1, and July 29, 2014 at a private clinic or at another medical facility that did not diagnose an illness and who did not advise the Lachine Hospital of these results will be entitled to **\$500**.
- A Class Member who can establish that because of the date of his or her surgery, he or she underwent a second Blood Test between June 1, 2014 and September 30, 2014 that did not diagnose an illness and who did not advise the Lachine Hospital of these results will receive an additional compensation of **\$250**.

The complete terms of the settlement agreement are available at [www.lexgroup.ca/classaction/lachinehospital/](http://www.lexgroup.ca/classaction/lachinehospital/)

This settlement agreement will be submitted to the Honourable Justice Guylène Beaugé of the Superior Court of Québec on May 27, 2016, at 9:30 a.m., in Room 15.07 of the Montreal Courthouse, 1 Notre-Dame Street East, Montreal, Québec, for her approval. Justice Beaugé 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 [15 days before the approval hearing] 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 May 27, 2016, and if you intend to be represented by independent counsel (providing the name and contact information of said counsel if known).

#### Opt-out Process

If you wish to opt-out of the settlement of this class action, you must submit a signed opt-out notice (by mail, fax or e-mail) by [30 days after the approval of the settlement by the Court]. 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 your wish to "opt-out from the Lachine Hospital Bariatric Surgery Class Action Settlement" (or other equivalent language).

If you opt-out from the settlement, you will not be eligible to receive the 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.

These notices must 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

You may NOT receive any further notice following the May 27, 2016 hearing.

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

APPENDIX "B"

*(version française au verso)*

**CLASS ACTION REGARDING THE CLEANING OF AN INSTRUMENT USED  
DURING BARIATRIC SURGERIES AT THE LACHINE HOSPITAL BETWEEN  
MARCH 2012 AND MARCH 2014 INCLUSIVELY**

**PAYMENT NOTICE**

Dear Sir or Madam:

We write further to our previous letter dated • with respect to the settlement of the class action concerning the alleged improper cleaning of an instrument (a liver retractor) used in bariatric surgeries performed at the Lachine Hospital between March 2012 and March 2014, inclusively.

We are pleased to advise you that, on May 27, 2016, the settlement agreement was approved by the Honourable Justice Guylène Beaugé 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 [\$500/\$750].

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:

Me 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 "C"

*(version française au verso)*

CLASS ACTION REGARDING THE CLEANING OF AN INSTRUMENT USED  
DURING BARIATRIC SURGERIES AT THE LACHINE HOSPITAL BETWEEN  
MARCH 2012 AND MARCH 2014 INCLUSIVELY

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 alleged improper cleaning of an instrument (a liver retractor) used in bariatric surgeries performed at the Lachine Hospital between March 2012 and March 2014, inclusively.

On May 27, 2016, the settlement agreement was approved by the Honourable Guylène Beaugé of the Superior Court of Québec.

As per the terms of this settlement agreement:

- A Class Member who can establish that he or she underwent a blood test to detect Hepatitis B (HBcAg), Hepatitis C (HCV) and/or HIV ("**Blood Test**") between April 1, and July 29, 2014 at a private clinic or at another medical facility that did not diagnose an illness and who did not advise the Lachine Hospital of these results will be entitled to **\$500**.
- A Class Member who can establish that because of the date of his or her surgery, he or she underwent a second Blood Test between June 1, 2014 and September 30, 2014 that did not diagnose an illness and who did not advise the Lachine Hospital of these results will receive an additional compensation of **\$250**.

Our records show that you had NOT contacted the Lachine Hospital to inform them of your test results.

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

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

Email: davidassor@lexgroup.ca  
Fax: (514) 875-8218

Objective evidence includes without limitation, a receipt or other medical file explicitly mentioning that a first Blood Test was completed during the period of April 1 and July 29, 2014, and/or that a second Blood Test was completed between June 1, 2014 and September 30, 2014, at his or her own expense (or paid by insurance).

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 Lex Group Inc.

Should Lex Group Inc. 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  
Lex Group Inc.  
4101 Sherbrooke Street West  
Westmount, QC, H3Z 1A7

Email: [davidassor@lexgroup.ca](mailto: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.

**CLAIM FORM**

I, \_\_\_\_\_ (please print your full name), underwent (a) blood test(s) on \_\_\_\_\_ (date) and \_\_\_\_\_ (date) at \_\_\_\_\_ (clinic or hospital). I am enclosing:

a receipt or other document evidencing that I underwent said blood test(s)

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

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

\_\_\_\_\_  
(signature)

\_\_\_\_\_  
(date)