Form 10
[Rule 3.25]

Clerk's Stamp
CLERK OF THE COURT
FILED
APR 08 2015
JUDICIAL CENTRE OF CALGARY

COURT FILE NUMBER	1501-03860
COURT OF QUEEN'S BENCH OF ALBERTA	
JUDICIAL CENTRE	CALGARY
PLAINTIFF(S)	LORI-ANN HAY, and ROBERT HAY
DEFENDANT(S)	COOK INCORPORATED, COOK BIOTECH INCORPORATED, COOK (CANADA) INC., COOK MEDICAL INCORPORATED and COOK GROUP INCORPORATED
DOCUMENT	**Brought under the *Class Proceedings Act***
	STATEMENT OF CLAIM
ADDRESS FOR SERVICE AND CONTACT INFORMATION OF PARTY FILING THIS DOCUMENT	**JENSEN SHAWA SOLOMON DUGUID HAWKES LLP / SISKINDS LLP** Barristers 800, 304 – 8 Avenue SW Calgary, Alberta T2P 1C2 Stacy Petriuk Kajal Ervin Phone: (403) 571-1520 Fax: (403) 571-1528 File: 11121.022 Charles Wright Daniel Bach Elizabeth deBoer Jill McCartney Phone: (519) 660-7814 Fax: (519) 660-7815

NOTICE TO DEFENDANT(S)

You are being sued. You are a defendant.

Go to the end of this document to see what you can do and when you must do it.

STATEMENT OF FACTS RELIED ON:

A. DEFINED TERMS

1. In this Statement of Claim, in addition to the terms that are defined elsewhere herein, the following terms have the following meanings:

   a. "**Class Members**" means all people in Canada who were implanted with one of the Defendants' Pelvic Mesh Products;

   b. "**Class Proceedings Act**" means the Alberta *Class Proceedings Act,* SA 2003, c C-16.5;

   c. "**Cook**" means Cook Incorporated, Cook Biotech Incorporated, Cook (Canada) Inc., Cook Medical Incorporated and Cook Group Incorporated;

   d. "**Defendants**" means Cook Incorporated, Cook Biotech Incorporated, Cook (Canada) Inc., Cook Medical Incorporated and Cook Group Incorporated;

   e. "**FDA**" means the United States Food and Drug Administration;

   f. "**Injuries, Conditions and Complications**" means, but is not limited to: mesh erosion; mesh contraction; mesh hardening or shrinking; extrusion of the mesh; erosion of mesh; vaginal discharge; infection; fistula; inflammation; vaginal scarring; vaginal pain; organ perforation; dyspareunia; blood loss; neuropathic and other acute and chronic nerve damage and pain; pudendal nerve damage; neuromuscular problems; pelvic floor damage; pelvic pain; granuloma formation; urinary and fecal incontinence; prolapse of organs; and psychological damage;

   g. "**Lori-Ann**" means the Plaintiff, Lori-Ann Hay;

h. "**Pelvic Mesh Product(s)**" means one or all of the Defendants' mesh products used to treat stress urinary incontinence or pelvic organ prolapse including, Surgisis Biodesign Urethral Sling; Surgisis Biodesign Tension-Free Urethral Sling; Surgisis Biodesign Anterior Pelvic Floor Graft; Surgisis Biodesign Posterior Pelvic Floor Graft; and Surgisis Biodesign Vaginal Erosion Repair Graft;

i. "**Plaintiff(s)**" means Lori-Ann and/or Robert Hay;

j. "**POP**" means pelvic organ prolapse;

k. "**Robert**" means the Plaintiff, Robert Hay;

l. "**SUI**" means stress urinary incontinence; and

m. "**United States**" means the United States of America.

B. THE PARTIES

2. The plaintiffs Lori-Ann Hay ("**Lori-Ann**") and Robert Hay ("**Robert**") are individuals residing in Airdrie, Alberta.

3. Lori-Ann was implanted with one of the Defendants' Pelvic Mesh Products (as defined above) on May 17, 2011, and suffered resulting injuries as described in paragraphs 42-49 below.

4. Robert is the spouse of Lori-Ann and is pursuing his claim in that capacity.

5. Cook Incorporated is a corporation organized under the laws of Indiana, with a principal place of business at 750 Daniels Way, P.O. Box 489, Bloomington, Indiana.

6. Cook Biotech Incorporated is a corporation organized under the laws of Indiana, with a principle place of business in West Lafayette, Indiana.

7. Cook (Canada) Inc. is a corporation organized under the laws of Ontario with a principal place of business in Stouffville, Ontario.

8. Cook Medical Incorporated is a corporation organized under the laws of Indiana, with a principal place of business in Bloomington, Indiana.

9. Cook Group Incorporated is a corporation organized under the laws of Indiana with a principal place of business in Bloomington, Indiana. Cook Group Incorporated is the parent company of Cook Incorporated, Cook Biotech Incorporated, and Cook (Canada) Inc.

10. At all material times, the Defendants, either directly or indirectly through an agent, affiliate, subsidiary, predecessor, related company, and or other entity, designed, manufactured, tested, processed, inspected, packaged, labeled, promoted, marketed, distributed, and/or sold for a profit, Pelvic Mesh Products in Canada.

11. The development of Pelvic Mesh Products for sale in Canada, the conduct of clinical studies, the preparation of regulatory applications, the maintenance of regulatory records, the labelling and promotional activities regarding Pelvic Mesh products, and other actions central to the allegations of this lawsuit, were undertaken by the Defendant in Alberta and elsewhere.

12. The business of each of Cook Incorporated, Cook Biotech Incorporated, Cook (Canada) Inc., Cook Medical Incorporated and Cook Group Incorporated is inextricably interwoven with that of the other and each is the agent of the other for the purposes of designing, manufacturing, testing, processing, inspecting, packaging, labelling, promoting, marketing, distributing, and/or selling for a profit, Pelvic Mesh Products in Canada.

C. NATURE OF THE ACTION

13. This action relates to the Defendants' Pelvic Mesh Products used for the treatment of medical conditions in the female pelvis, primarily POP and SUI.

14. The Defendants' Pelvic Mesh Products used to treat POP and SUI include: Surgisis Biodesign Urethral Sling; Surgisis Biodesign Tension-Free Urethral Sling; Surgisis Biodesign Anterior Pelvic Floor Graft; Surgisis Biodesign Posterior Pelvic Floor Graft; and Surgisis Biodesign Vaginal Erosion Repair Graft.

15. The Defendants' products listed in paragraph 14 above, and any other as yet unidentified pelvic mesh products designed and sold for similar purposes, inclusive of instruments and procedures for implantation, are collectively referenced herein as "Pelvic Mesh Product(s)", as defined above.

16. The Plaintiffs assert a claim in negligence with respect to the Defendants' Pelvic Mesh Products, as further particularized below.

D. THE DEFENDANTS' MESH PRODUCTS

17. The Defendants' Pelvic Mesh Products are often referred to as "hammock", "sling", "mesh", "graft" or "transvaginal mesh/graft."

18. In or about 1999, Cook began to market and sell products for the treatment of medical conditions in the female pelvis, POP and SUI. The Cook Surgisis Biodesign Urethral Sling was first approved by the FDA in September 1999, and the Surgesis Biodesign Tension-Free Urethral Sling was approved in April 2002.

19. Cook's Pelvic Mesh Products are often described as "biologics". Unlike competing transvaginal mesh products, the Pelvic Mesh Products sold by Cook are made out of biological material, including, the small intestines of pigs.

20. Since their introduction into the market, Cook has marketed their Pelvic Mesh Products as being safer and more effective than traditional products and procedures and competing mesh products for the treatment of POP and SUI.

21. Cook has suggested that the organic origins of their Pelvic Mesh Products make their products less likely to cause Injuries, Conditions and Complications.

22. Cook's Pelvic Mesh Products have been and continue to be marketed to the medical community, and in turn to patients, as safe, effective, and reliable medical devices, that can be implanted by safe, effective and minimally invasive surgical techniques for the treatment of medical conditions, such as POP and SUI.

23. Cook has marketed and sold their Pelvic Mesh Products to the medical community at large, and in turn to patients, through carefully planned, multifaceted marketing campaigns and strategies. These campaigns and strategies include aggressive marketing to health care providers at medical conferences, hospitals and private offices. Cook also utilized brochures and websites offering misleading expectations with respect to the safety and utility of their Pelvic Mesh Products.

E. COOK'S REPRESENTATIONS

24. Cook asserts, with respect to their Pelvic Mesh Products that it is a "breakthrough technology" that "incorporates the best attributes of a biologic graft – resistant to infection and remodeling." They further assert that, "...unlike synthetic mesh, nothing is left permanently in the body to cause problems down the road."

25. On August 20, 2011, Cook communicated with the FDA in advance of the September 2011 Advisory Committee Hearings regarding the investigations into the risks associated with transvaginal implantation of mesh to treat POP and SUI. Cook's communication asserted, regarding its "non-cross linked biologic matrix" (as Cook described its Pelvic Mesh Products), that: "[a]ny inflammation is localized in regions where small remnants of the synthetic suture used to affix the graft remain." Cook has repeatedly attempted to distinguish its transvaginal mesh products from the synthetic meshes manufactured by its competitors on the basis that its biologic mesh provides a safer alternative to synthetic mesh.

26. Contrary to the representations made to Health Canada, the FDA, the medical community, and ultimately to patients, however, Cook's Pelvic Mesh Products have high failure, injury and complication rates, fail to perform as intended, require frequent and often debilitating re-operations, and have caused severe and irreversible Injuries, Conditions and Complications, to a significant number of women, including Lori-Ann and other putative class members.

F. THE RISKS

27. The Injuries, Conditions and Complications suffered by putative class members due to the Defendants' Pelvic Mesh Products include, but are not limited to: mesh erosion; mesh contraction; mesh hardening or shrinking; extrusion of the mesh; erosion of mesh; vaginal discharge; infection; fistula; inflammation; vaginal scarring; vaginal pain; organ perforation; dyspareunia; blood loss; neuropathic and other acute and chronic nerve damage and pain; pudendal nerve damage; neuromuscular problems; pelvic floor damage; pelvic pain; granuloma formation; urinary and fecal incontinence; prolapse of organs; and psychological damage. In many cases putative class members have also been forced to undergo intensive medical treatment, including but not limited to: operations to locate and remove the mesh; operations to attempt to repair pelvic organs; tissue and nerve damage; the use of pain control and other medications; injections into various areas of the pelvis, spine and vagina; operations to remove portions of the female genitalia; the need for repeated self-catheterization; and injuries to their intimate partners (collectively, the "Injuries, Conditions and Complications" as defined above).

28. The Defendants' Pelvic Mesh Products are inherently dangerous and defective, unfit and unsafe for their intended and reasonably foreseeable uses, and do not meet or perform to the expectations of patients and their physicians.

29. The Defendants' Pelvic Mesh Products create risks to the health and safety of the patients that are far more significant than the risks posed by other products and procedures available to treat the underlying medical conditions, and which far outweigh the utility of the Defendants' Pelvic Mesh Products.

30. At all material times, the Defendants knew or should have known that the risks of using their Pelvic Mesh Products included the Injuries, Conditions and Complications.

31. At all material times, the Defendants, through their servants and agents, failed to adequately warn physicians and consumers, including Lori-Ann and the putative class

members, of the risk of Injuries, Conditions and Complications caused by their Pelvic Mesh Products.

32. Despite the Defendants' knowledge of the Injuries, Conditions and Complications caused by its Pelvic Mesh Products, the Defendants have and continue to, manufacture, market and sell their Pelvic Mesh Products without adequate warning labeling, and without instructing and/or disseminating information with respect to these risks, either prior to and/or after the marketing and sale of the Pelvic Mesh Products.

33. At all material times, the Defendants, through their servants and agents, negligently, recklessly and/or carelessly marketed, distributed and/or sold their Pelvic Mesh Products without adequate warning of the products' serious side effects and unreasonably dangerous risks.

34. Cook has consistently underreported and withheld information about the propensity of their Pelvic Mesh Products to fail and cause Injuries, Conditions, and Complications, and have misrepresented the efficacy and safety of their Pelvic Mesh Products through various means and media, thereby misleading Health Canada, the medical community, patients, and the public at large.

35. Cook's assertions as particularized above that its products are resistant to infection, result in complete remodeling, are limited in inflammatory response to areas where synthetic sutures are/were utilized during surgery and will not cause future complications, are not true.

G. THE FDA AND HEALTH CANADA WARNINGS

36. In October, 2008, the FDA warned healthcare professionals about certain serious complications associated with vaginal mesh.

37. In February 2010, Health Canada issued a notice to hospitals warning of certain complications associated with transvaginal implantation of surgical mesh for the treatment of SUI and POP.

38. In July 2011, the FDA issued a warning to doctors that they should consider no longer using mesh to treat their patients as, in certain instances, the risk of serious injury outweighs the benefits.

39. In December, 2011, a transvaginal mesh warning was put out by the Committee on Gynecologic Practice, which includes members from the American College of Obstetricians and Gynecologists and the American Urogynecologic Society.

40. In January 2012, the FDA ordered Cook and other manufacturers to conduct new medical studies on the safety of their Pelvic Mesh Products.

41. In May, 2014, Health Canada issued a further notice to hospitals, again warning of certain complications associated with transvaginal implantation of surgical mesh.

H. THE PLAINTIFF'S IMPLANTATION OF THE DEFENDANTS' MESH AND RESULTING INJURY

42. The Plaintiff, Lori-Ann, was implanted with one of the Defendant's Pelvic Mesh Products on May 17, 2011 at Rockyview General Hospital in Calgary, Alberta. She received a Surgisis biologic mesh to treat POP and SUI.

43. Subsequent to being implanted with the Defendant's Pelvic Mesh Product, Lori-Ann began suffering from side-effects including dyspareunia, bladder and vaginal infections, worsening urinary problems, pelvic pain, vaginal pain and bleeding.

44. The Defendants' Pelvic Mesh Product failed to perform as intended when implanted into Lori-Ann's body, causing serious and repeated vaginal infections. Despite implantation of the Defendants' Pelvic Mesh Product, in December 2013, Lori-Ann underwent corrective surgery to once again repair her prolapsed bladder and relieve her ongoing stress urinary incontinence. Lori-Ann has also suffered significant emotional distress and economic losses.

45. The side-effects that Lori-Ann has suffered as a result of the Defendants' Pelvic Mesh Product have, and continue to have, significantly negative consequences on her lifestyle, as well as the lifestyle of her family.

46. Due to the side-effects suffered from the Defendants' Pelvic Mesh Product, Lori-Ann has attended numerous medical appointments and been forced to miss work on a periodic basis, eventually resulting in her inability to work full time. As a result of Lori-Ann's inability to work full time, she and Robert subsequently decided to sell their home and downsize into something more affordable.

47. Prior to and at the time which Lori-Ann was implanted with the Defendants' Pelvic Mesh Product, she received no or inadequate warnings about the magnitude of risks of developing Injuries, Conditions and Complications.

48. Had Lori-Ann been aware of the magnitude of risks of developing Injuries, Conditions and Complications, she would never have agreed to being implanted with the Defendants' Pelvic Mesh Product. But for the Defendants' wrongful conduct, Lori-Ann would not have incurred her damages.

49. The Plaintiff, Robert, and other putative class members have suffered and continue to suffer damages including, but not limited to, loss of care, guidance and companionship and consortium, as well as financial expenses and special damages due to the wrongful conduct of the Defendants.

I. NEGLIGENCE

50. The Defendants are liable to the Plaintiffs and other Class members in negligence.

51. The Defendants owed to the Plaintiffs and other Class members a duty of care to ensure that their Pelvic Mesh Products were safe and efficacious, and fit for their intended purpose. Specifically, the Plaintiffs allege that Cook owed a duty of care to the Plaintiffs to *inter alia*:

    a. ensure that their Pelvic Mesh Products were not dangerous to recipients during the course of their use, and were fit for their intended and/or reasonably foreseeable use and were of merchantable quality;

b. conduct appropriate testing to determine whether and to what extent use of their Pelvic Mesh Products posed serious health risks, including the magnitude of risk of developing Injuries, Conditions and Complications;

c. properly, adequately, and fairly warn the Plaintiffs and their physicians of the magnitude of the risk of developing Injuries, Conditions, and Complications with use of their Pelvic Mesh Products compared to alternative treatments or at all;

d. ensure that patients, physicians, and Health Canada were kept comprehensively warned and informed regarding all risks associated with their Pelvic Mesh Products and to provide updated and/or current information to the Plaintiffs, their physicians and/or Health Canada respecting the risks of their Pelvic Mesh Products as such information became available from time to time;

e. conduct adequate long-term testing and/or studies to ensure that they were delivering a safe and efficacious product to the Plaintiffs and their physicians, and;

f. monitor, investigate, evaluate and follow up on adverse reactions to the use of their Pelvic Mesh Products.

52. The Defendants negligently breached their duty of care, including, but not limited to, the following:

a. the Defendants failed to ensure that their Pelvic Mesh Products were not dangerous to recipients during the course of their use and that they were fit for their intended and/or reasonably foreseeable use and of merchantable quality;

b. the Defendants failed to conduct appropriate testing to determine whether and to what extent use their Pelvic Mesh Products posed serious health risks, including the magnitude of risk of developing Injuries, Conditions and Complications;

c. the Defendants failed to provide proper, fair, or adequate warnings to the Plaintiffs and their physicians of the magnitude of the risk of developing Injuries, Conditions and Complications with use of their Pelvic Mesh Products compared to alternative treatments or at all;

d. the Defendants failed to ensure that patients, physicians, and Health Canada were kept comprehensively warned and informed regarding all risks associated with their Pelvic Mesh Products and failed to provide adequate updated and/or current information to the Plaintiffs, their physicians and/or Health Canada respecting the risks of the their Pelvic Mesh Products as such information became available from time to time;

e. the Defendants failed to conduct any or adequate long-term testing and/or studies of the risks of their Pelvic Mesh Products and;

f. the Defendants failed to monitor, investigate, evaluate and follow up on adverse reactions to the use of their Pelvic Mesh Products sufficiently or at all.

J. THE CLASS

53. The Plaintiff Lori-Ann claims on behalf of herself and other individuals in Canada, who were implanted with one of the Defendants' Pelvic Mesh Products and suffered Injuries, Conditions and Complications, which class shall be further defined within the context of certification of this action as a class proceeding.

54. The Plaintiff, Robert claims on behalf of himself and all other individuals in Canada who are family members of an individual implanted with the Defendants' Pelvic Mesh Products, and who have suffered loss of care, guidance, companionship, consortium, and or economic losses as a result, which class shall be further defined within the context of certification of this action as a class proceeding.

K. DAMAGES

55. The Plaintiffs' and other putative Class members' injuries and damages were caused by the negligence of the Defendants, their servants and agents.

56. As a result of the breaches as pleaded above, the Plaintiffs and other Class members have suffered loss and damages, the particulars of which include:

a. Cook's negligence caused persons to suffer serious personal injuries, pain and suffering, including, but not limited to, the Injuries, Conditions and Complications;

b. Cook's negligence caused persons to suffer psychological and emotional injuries as a result of the severity of the impact of the Injuries, Conditions and Complications on their quality of life;

c. Cook's negligence caused persons who were implanted with one of the Defendants' Pelvic Mesh product to suffer expenses and special damages, of a nature and amount to be particularized at trial;

57. Where a person suffered illness or injury as a result of implantation of the Defendants' Pelvic Mesh Product:

a. Cook's negligent conduct gives rise to common law damages for the person's spouse for loss of consortium;

b. Cook's negligent conduct gives rise to common law damages for the person's dependants for loss of care, guidance and companionship; and

c. Cook's negligent conduct gives rise to damages pursuant to the *Tort-feasors Act*, RSA 2000, c T-5 and analogous Provincial legislation.

58. As a result of the Injuries Complications and Conditions suffered by Lori-Ann and the putative class members, and the negligence of the Defendants, some of members of the Class received healthcare services, health services, insured services, treatment or other services and became beneficiaries of such services pursuant to the healthcare legislation of the Province or Territory in which each Class Member resided or received treatment. A claim is hereby advanced for the cost of such services under the applicable Provincial and Territorial Legislation including the *Crown's Right of Recovery* Act, SA 2009, c. C-35,

Health Care Costs Recovery Act, S.B.C. 2008, *Health Services Insurance Act*, C.C.S.M.c. H-35, *Health Services Act*, R.S.N.B. 1973 c. H-3, *Health Services and Insurance Act*, R.S N.S. 1989, c. 197, *Health Insurance Act*, R.S.O. 1990 c.H-6, *Health Insurance Act*, R.S.Q. c.A-29, and *The Department of Health Act* R.S.S.c.P-17, *Health Care Insurance Plan Act*, R.S.Y. 2002 c-107, *Hospital Insurance and Health and Social Services Administration Act*, R.S. N.W.T., 1988 c.T-3, *Hospital Insurance and Health and Social Services Administration Act*, R.S.N.W.T (Nu) 1988 c.T-3, and the regulations thereunder and amendments thereto.

L. PUNITIVE DAMAGES

59. The Plaintiffs claim punitive, aggravated and exemplary damages for the reckless and unlawful conduct of the Defendants.

60. Cook's conduct as detailed above was without care and in disregard of the health of the Plaintiff and the other Class members, and motivated by economic considerations. Cook put its profits ahead of patient safety.

61. Such conduct renders Cook liable to pay punitive damages.

M. REAL AND SUBSTANTIAL CONNECTION TO ALBERTA

62. Where this claim is served on the Defendants outside of Alberta, it will be served on the basis that a real and substantial connection exists between Alberta and the facts on which it is based. That connection arises from the following:

    a. A tort was committed in Alberta:

        i. The Defendants' Pelvic Mesh Product was implanted in Lori-Ann in Alberta;

    b. The Defendants distribute, market, promote and sell the Defendants' Pelvic Mesh Product in Alberta and derive revenue from such distribution;

    c. Breach of contract in Alberta;

d. Damages were sustained in Alberta arising from a tort or breach of contract wherever committed:

i. Lori-Ann was forced to undergo numerous corrective procedures in Alberta; and

ii. Lori-Ann has undergone other health care procedures and received health care services within Alberta as a result of the Defendants' Pelvic Mesh Product.

N. SERVICE OUTSIDE OF ALBERTA

63. The Plaintiffs propose to serve this claim on the Defendants outside of Alberta. Service outside of Alberta is necessary, and permitted pursuant to Rule 11.25(1), (2) and (3) of the Alberta *Rules of Court*, Alta Reg 124/2010 in that Defendants are incorporated outside Alberta, and their head offices are located outside of Alberta and outside of Canada.

O. RELEVANT LEGISLATION

64. The Plaintiffs plead and rely on the *Court of Queen's Bench Act*, RSA 2000, c C-31, the *Class Proceedings Act*, SA 2003, c C-16.5, the *Contributory Negligence Act*, RSA 2000, c C-27, the *Tort-feasors Act*, RSA 2000, c T-5, as amended, and regulations thereunder, the *Food and Drugs Act*, RSC 1985, c F-27 and regulations thereunder and the *Crown's Right of Recovery Act*, SA 2009, c. C-35 and the regulations thereunder.

P. PLACE OF TRIAL

65. The Plaintiffs propose that this action be tried in the City of Calgary, Alberta, as a proceeding under the *Class Proceedings Act*.

REMEDY SOUGHT:

66. The Plaintiffs and the Class therefore claim against the Defendants:

i. an Order certifying the within action as a class proceeding and appointing them representative plaintiffs for the class;

ii. pecuniary and special damages in the amount of $500,000 for each person implanted with one of the Defendants Pelvic Mesh Products or as aggregated following a trial on the common issues;

iii. non-pecuniary damages in an amount to be assessed for each person who was implanted with one of the Defendants' Pelvic Mesh Products;

iv. in the alternative to the claim for damages, an accounting or other such restitutionary remedy disgorging the revenues realized by the Defendants from the sales of their Pelvic Mesh Products;

v. damages pursuant to the *Tort-feasors Act*, RSA 2000, c T-5., *Family Law Reform Act,* RSO 1990, c. F-3 and analogous Provincial Legislation and common law in other provinces where applicable, in the amount of $100,000 for each plaintiff;

vi. punitive, aggravated and exemplary damages in the amount of $20,000,000;

vii. the costs of distributing all money received to class members;

viii. interest pursuant to the *Judgment Interest Act*, RSA 2000, c. J-1 as may be allowed;

ix. past and future care costs pursuant to *Crown's Right of Recovery* Act, SA 2009, c. C-35, *Health Care Costs Recovery Act*, S.B.C. 2008, *Health Services Insurance Act*, C.C.S.M.c. H-35, *Health Services Act*, R.S.N.B. 1973 c. H-3, *Health Services and Insurance Act*, R.S N.S. 1989, c. 197, *Health Insurance Act*, R.S.O. 1990 c.H-6, *Health Insurance Act*, R.S.Q. c.A-29, and *The Department of Health Act* R.S.S.c.P-17, *Health Care Insurance Plan Act*, R.S.Y. 2002 c-107, *Hospital Insurance and Health and Social Services Administration Act*, R.S. N.W.T., 1988 c.T-3, *Hospital Insurance and Health*

and Social Services Administration Act, R.S.N.W.T (Nu) 1988 c.T-3 and the regulations thereunder and amendments thereto;

x. costs of this action on a solicitor/client basis plus applicable taxes; and

xi. such further and other relief as this Honourable Court may allow or counsel may advise.

NOTICE TO THE DEFENDANT(S)

You only have a short time to do something to defend yourself against this claim:

20 days if you are served in Alberta

1 month if you are served outside Alberta but in Canada

2 months if you are served outside Canada.

You can respond by filing a statement of defence or a demand for notice in the office of the clerk of the Court of Queen's Bench at Calgary, Alberta, AND serving your statement of defence or a demand for notice on the plaintiffs' address for service.

WARNING

If you do not file and serve a statement of defence or a demand for notice within your time period, you risk losing the law suit automatically. If you do not file, or do not serve, or are late in doing either of these things, a court may give a judgment to the plaintiffs against you.