

CANADA

(Action collective)
COUR SUPÉRIEURE

PROVINCE DE QUÉBEC
DISTRICT DE MONTRÉAL

N° : 500-06-001028-196

CHRISTOPHER OUELLET

Demandeur

-vs-

LASIK M.D. INC.

-et-

L.M.D. GMA L.P.

-et-

DR. MOUNIR BASHOUR

-et-

VALHALLA & CAMELOT ENTERPRISES INC.

Défendeurs

DEMANDE DES DÉFENDERESSES LASIK M.D. INC. ET L.M.D. GMA L.P.
POUR PERMISSION DE PRÉSENTER UNE PREUVE APPROPRIÉE
(Art. 574 C.p.c.)

À L'HONORABLE JUGE THOMAS M. DAVIS DE LA COUR SUPÉRIEURE,
SIÉGEANT DANS ET POUR LE DISTRICT DE MONTRÉAL, LES DÉFENDERESSES
LASIK M.D. INC. ET L.M.D. GMA L.P. EXPOSENT RESPECTUEUSEMENT CE QUI
SUIT :

I- CONTEXTE

1. Le demandeur a déposé contre les défendeurs une demande pour autorisation d'exercer une action collective et pour être représentant (la « **Demande** ») pour le compte du groupe et sous-groupe suivants, décrits au paragraphe 1 de la Demande :

Class:

All persons who have received laser vision correction surgery at Lasik MD.

(herein the "Class")

Corneal Neuralgia Subclass:

All persons who have developed corneal neuralgia after receiving laser vision correction surgery at Lasik MD.

(Hereinafter the “Corneal Neuralgia Subclass”)

2. Il est allégué dans la Demande que les défendeurs, soit d'une part l'ophtalmologiste qui a procédé à la chirurgie oculaire du demandeur, le Dr Mounir Bashour et sa société Valhalla & Camelot Enterprises inc., et d'autre part Lasik M.D. inc. et L.M.D. GMA L.P. (« **Lasik MD** »), auraient manqué à leur devoir d'information et fait des fausses représentations en lien avec ce qui est décrit dans la Demande comme la *corneal neuralgia* (névralgie cornéenne).

II- NÉCESSITÉ DE PRODUIRE UNE PREUVE APPROPRIÉE

3. La Demande est incomplète en ce qu'elle n'expose pas certains faits importants qui sont pertinents à l'analyse des conditions d'autorisation d'une action collective face à Lasik MD dans le présent dossier.
4. D'abord, puisque le Demande s'appuie sur un soi-disant manquement à un devoir d'information envers le patient du médecin qui a procédé à la chirurgie de correction de la vue au laser, il est important pour le tribunal de bénéficier d'un portrait plus complet concernant les différentes sources d'informations accessibles aux patients ainsi que la nature individuelle de chaque situation.
5. À ce sujet, Lasik MD souhaite produire une courte déclaration assermentée, conforme au projet communiqué comme **Annexe A**, dont les paragraphes 3¹, 4 et 5 ont trait au processus d'échange d'informations avec le patient avant sa chirurgie.
6. Vu la nature du recours proposé qui requiert, comme nous le verrons lors de l'audition sur l'autorisation, une analyse individuelle des informations communiquées au patient avant sa chirurgie, il est utile et nécessaire pour le tribunal de savoir combien de chirurgies de correction de la vue au laser ont été réalisées au Canada dans les cliniques *Lasik MD* (i.e. 207 046 yeux), et combien de chirurgiens les ont pratiquées (i.e. jusqu'à 66), depuis 2016. Ces informations figurent au paragraphe 6 du projet d'affidavit ci-joint.
7. La Demande semble de plus décrire la névralgie cornéenne comme une maladie (« *illness* » au paragraphe 32) alors qu'il s'agit, comme son nom l'indique, d'un terme désignant la douleur à la cornée.
8. Lasik MD souhaite donc fournir un éclairage additionnel sur la névralgie cornéenne sur laquelle se fonde entièrement la Demande.
9. Tous ces éléments sont au cœur du débat et touchent directement les premier et deuxième critères d'autorisation.

¹ Les deux premiers paragraphes ne sont qu'introductifs.

10. Aux paragraphes 78 et suivants de la Demande, il est allégué ce qui suit :

78. Applicant is aware of at least 5 other Class member and believes that the filing of the present class action will enable others suffering from corneal neuralgia to come forward;

79. Indeed, after the publication of the CTV W5 investigation in October of 2018, in which Applicant was interviewed (Exhibit P-16), another post-lasik patient went public with her story, as it appears from a June 21, 2019 article titled "Women calls for more research on laser eye surgery after complications" communicated herewith as Exhibit P-18;

80. The number of persons included in the Class could be in the hundreds;

81. The names and addresses of all persons included in the Class are not known to the Application, however, all are likely in the possession of Defendants (in November of 2016, Dr. Bashour admitted to the Applicant that he was aware of 5 or 6 other Class members. (Notre emphase)

11. Vu ce qui précède, le nombre de membres putatifs visés par le sous-groupe (*Corneal Neuralgia Subclass*)² est un élément éminemment pertinent puisqu'il touche directement au troisième critère d'autorisation, soit celui ayant trait à la composition du groupe et à la possibilité de recourir aux règles du mandat d'ester en justice ou à la jonction d'instance.
12. Lasik MD souhaite donc préciser le nombre de patients (9 en l'occurrence) qui, au Canada, sont connus pour avoir exprimé, à des degrés divers, des symptômes pouvant correspondre à ce qui est décrit dans la Demande comme la névralgie cornéenne, depuis 2016. Cette information ciblée est présentée au paragraphe 7 du projet d'affidavit ci-joint.
13. Le nombre de chirurgiens impliqués et de cas identifiés à travers le Canada est aussi un élément pertinent à la définition du groupe puisque la Demande recherche une classe nationale, malgré que les patients et les chirurgiens ne résident pas tous au Québec et bien que le droit applicable ne soit pas le même.
14. Lasik MD souhaite produire une copie des procédures judiciaires qui ont été déposées par Mme Gwendoline Prudhomme (l'un des 9 patients précités avec le demandeur) suite à une chirurgie de correction de la vue au laser effectuée à Vancouver, tel qu'il appert des paragraphes 10 et 11 du projet d'affidavit ci-joint et de la **pièce LMD-1**.
15. Ces procédures déposées par Mme Prudhomme sont pertinentes à l'analyse des critères d'autorisation et elles démontrent la nature éminemment individuelle de ce type de recours.

² Le groupe principal est défini au paragraphe 1 de la Demande comme « *All persons who have received laser vision correction surgery at Lasik MD* ». Nous y reviendrons lors du débat sur l'autorisation.

16. De plus, parmi ces 9 patients canadiens, l'un d'entre eux a conclu un règlement à l'amiable en contrepartie duquel il a signé une quittance en faveur de Lasik MD, tel qu'il appert du paragraphe 12 du projet d'affidavit ci-joint et de la pièce LMD-2.
17. Cette preuve ciblée est non seulement pertinente à l'analyse du troisième critère d'autorisation, mais elle démontre une fois de plus à quel point une analyse individuelle est requise.

III- CONCLUSION

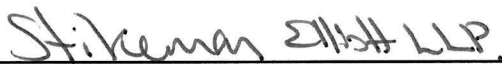
18. Compte tenu du caractère incomplet des allégations de la Demande, il est essentiel pour Lasik MD de requérir la production d'une preuve appropriée afin de compléter le cadre factuel permettant une analyse sérieuse des conditions pertinentes à l'autorisation.
19. Ces informations seront utiles pour étudier les critères de l'article 575 C.p.c. mais également, si nécessaire, pour identifier les questions qui seront traitées collectivement et décider de la description du groupe aux fins de l'article 576 C.p.c.
20. Il serait contraire aux intérêts de la justice que le tribunal analyse la demande d'autorisation sans avoir une compréhension plus complète de la situation, dont la Demande n'offre qu'une vision partielle et tronquée.

PAR CES MOTIFS, PLAISE À LA COUR :

ACCORDER la présente demande et **PERMETTRE** aux défenderesses Lasik M.D. inc. et L.M.D. GMA L.P. de produire, dans les 15 jours du jugement à intervenir, une déclaration assermentée essentiellement conforme au projet ci-joint comme Annexe A à la présente demande, et **PERMETTRE** la production des Pièces LMD-1 et LMD-2;

LE TOUT frais à suivre, sauf en cas de contestation.

Montréal, le 6 mars 2020


STIKEMAN ELLIOTT S.E.N.C.R.L., s.r.l.
Me Yves Martineau
Me Frédéric Paré
Avocats des Défenderesses
LASIK M.D. INC. and L.M.D. GMA L.P.
1155, boul. René-Lévesque Ouest
41^e étage|
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Téléphone: (514) 397-3380
ymartineau@stikeman.com
Téléphone: (514) 397-3690
fpere@stikeman.com

AVIS DE PRÉSENTATION

DESTINATAIRES :

Me Joey Zukran
LPC AVOCAT INC.
5800, boul. Cavendish
Bureau 411
Montréal, Québec H4W 2T5

Avocats du demandeur

Me Sophie Arpin et Me Karine Joizil
McCARTHY TÉTRAULT S.E.N.C.R.L., s.r.l.
1000, rue de La Gauchetière Ouest
Bureau 2500
Montréal, Québec H3B 0A2

Avocats des Défendeurs Dr. Mounir Bashour
et Valhalla & Camelot Enterprises Inc.

PRENEZ AVIS que la présente *Demande des Défenderesses Lasik M.D. Inc. et L.M.D. GMA L.P. pour permission de présenter une preuve appropriée*, sera présentée pour adjudication devant l'Honorable juge Thomas M. Davis de la Cour supérieure le 21 avril 2020, à l'heure à être déterminée par ce dernier.

VEUILLEZ AGIR EN CONSÉQUENCE.

Montréal, le 6 mars 2020



STIKEMAN ELLIOTT S.E.N.C.R.L., s.r.l.

Me Yves Martineau
Me Frédéric Paré
Avocats des Défenderesses
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ANNEXE A

CANADA

(Class Action)
SUPERIOR COURT

PROVINCE OF QUÉBEC
DISTRICT OF MONTRÉAL

N° : 500-06-001028-196

CHRISTOPHER OUELLET

Applicant

-vs-

LASIK M.D. INC.

-and-

L.M.D. GMA L.P.

-and-

DR. MOUNIR BASHOUR

-and-

VALHALLA & CAMELOT ENTERPRISES INC.

Defendants

SWORN STATEMENT OF DR. ●

I, Dr. ●, ophthalmologist, exercising my functions at 1250 René-Lévesque Boulevard West, Montreal, Province of Quebec, do solemnly declare as follows:

1. I have been a registered member of the *Collège des médecins du Québec* since 1997, and I am a duly authorized representative of the Defendants Lasik M.D. Inc. and L.M.D. GMA L.P. ("**Lasik MD**") in the present matter.
2. I have read the *Application to Authorize the bringing of a Class Action and to Appoint the Status of Representative Plaintiff* dated November 15, 2019 and its supporting Exhibits (the "**Application**").
3. Before undergoing his laser vision correction surgery performed by Defendant Dr. Mounir Bashour on January 26, 2015, the Applicant Christopher Ouellet received and signed the consent form already filed as Exhibit P-7, which informs him of the potential risks and complications associated with the laser eye surgery.
4. Other patients who have certain preexisting conditions may be asked to sign additional consent forms that are adapted to their situation. As of February 2015, there were 22 different additional consent forms for different conditions that may increase the risk (such as for example "dry eye", "inflammatory conditions", "pre-existing acquired ocular disease", "atypical corneal topographies", "age-related macular degeneration" and "high

- hyperopia and steep corneas”), which additional forms are used to ensure that patients are fully informed.
5. While the consent forms do inform the patient of potential risks associated with the eye surgery, the operating surgeon must also ensure that the patient is informed of such risks, discuss any particular conditions that the patient may have and answer all of his/her questions.
 6. Dr. Bashour and I are only two of up to 66 licensed ophthalmologists (this number has varied from 48 to 66 between 2016 and 2019) who have carried out laser vision correction surgeries on 207,046 eyes in one of *Lasik MD*'s clinics located in Ontario, Québec, British Columbia, Alberta, Manitoba, Saskatchewan, New Brunswick, Nova Scotia and Newfoundland and Labrador, since 2016.
 7. A search in our records revealed that among these patients, only 9 across Canada (which includes the Applicant and Ms. Gwendoline Prudhomme referred to in paragraph 10 below) are known to have expressed experiencing, with varying degrees, symptoms that may correspond to what the Applicant describes in his Application as corneal neuralgia, since 2016.
 8. “Neuralgia” (“*névralgie*” in French) is a common word that refers to pain. “Corneal neuralgia” simply refers to severe eye pain. Other terms used include: “ocular neuropathic pain”, “corneal neuropathic pain”, “ocular pain syndrome”, “chronic corneal pain”, “chronic ocular pain”, “persistent post-surgical pain”, “post-surgical pain”, “post-surgical neuralgia”, “surgically induced neuropathic pain”, “chronic postoperative pain” and “keratoneuralgia”.
 9. Such eye pain may have many causes, the severity of the symptoms may also vary greatly from one patient to another, as will each patient’s response to treatment.
 10. For instance, Ms. Gwendoline Prudhomme filed legal proceedings in British Columbia against various defendants following a laser vision correction surgery that took place in Vancouver on July 15, 2016, as appears from a copy of Ms. Prudhomme’s Amended Notice of Civil Claim dated December 6, 2018, produced herewith as **Exhibit LMD-1**.
 11. This claim illustrates how different each patient’s situation may be, including with respect to (i) preexisting conditions, (ii) preoperative care, (iii) information received from varying sources about the risks involved, (iv) discussions with treating surgeon and clinic personnel, (v) documents signed, (vi) understanding of the risks involved (vii) nature and intensity of the self-described symptoms, (viii) other possible diagnosis (ix) postoperative care and treatments received, and (x) responsiveness to treatments.
 12. We reached an amicable settlement with 1 of the 9 patients mentioned in paragraph 7 above in consideration of which the patient signed a release in favor of Lasik MD, as appears from a redacted copy of this release produced herewith as **Exhibit LMD-2**.
 13. All the facts alleged in this sworn statement are true.

Montreal, this ● day of ● 2020



Amended pursuant to Order of Master Harper dated 22nd day of November 2018.

Amended pursuant to Rule 6-1, Rule 6-2(7) and Rule 6-2(8)
of the Supreme Court Civil Rules

Original Notice of Civil Claim filed July 13, 2018

NO. VLC-S-S-187829
VANCOUVER REGISTRY

IN THE SUPREME COURT OF BRITISH COLUMBIA

BETWEEN:

GWENDOLINE PRUDHOMME

PLAINTIFF

AND:

DR. THOMAS NAGY, DR. THOMAS NAGY INC., ~~LASIK MD VANCOUVER,~~
4411781 CANADA INC. doing business as LASIK MD VANCOUVER,
ANCA DASCALU, AND ROREEN ONG

DEFENDANTS

AMENDED NOTICE OF CIVIL CLAIM

This action has been started by the Plaintiff for the relief set out in Part 2 below.

If you intend to respond to this action, you or your lawyer must

- (a) file a response to civil claim in Form 2 in the above-named registry of this court within the time for response to civil claim described below, and
- (b) serve a copy of the filed response to civil claim on the plaintiff.

If you intend to make a counterclaim, you or your lawyer must

- (a) file a response to civil claim in Form 2 and a counterclaim in Form 3 in the above-named registry of this court within the time for response to civil claim described below, and
- (b) serve a copy of the filed response to civil claim and counterclaim on the plaintiff and on any new parties named in the counterclaim.

JUDGMENT MAY BE PRONOUNCED AGAINST YOU IF YOU FAIL to file the response to civil claim within the time for response to civil claim described below.

Time for response to civil claim

A response to civil claim must be filed and served on the plaintiff,

- (a) if you reside anywhere in Canada, within 21 days after the date on which a copy of the filed notice of civil claim was served on you,
- (b) if you reside in the United States of America, within 35 days after the date on which a copy of the filed notice of civil claim was served on you,
- (c) if you reside elsewhere, within 49 days after the date on which a copy of the filed notice of civil claim was served on you, or
- (d) if the time for response to civil claim has been set by order of the court, within that time.

CLAIM OF THE PLAINTIFF

Part 1: STATEMENT OF FACTS

THE PARTIES

1. The Plaintiff, Gwendoline Prudhomme (hereinafter referred to as the "Plaintiff"), has an address for service in these proceedings of 1486 West Hastings Street, in the City of Vancouver, in the Province of British Columbia.
2. The Defendant, Dr. Thomas Nagy Inc. (hereinafter referred to as the "Defendant ~~Dr. Nagy Inc.~~"), is a company duly incorporated in British Columbia with a registered office at Unit 2 - 107 Kings Road West, in the City of North Vancouver, in the Province of British Columbia.
3. ~~The Defendant Dr. Nagy Inc., is an ophthalmologist. At all times material to this action, the Defendant, Dr. Nagy, was licensed to practice medicine in the Province of British Columbia and performs surgeries at Lasik MD Vancouver, at 101 - 1281 West Georgia Street, in the City of Vancouver, in the Province of British Columbia. is a company controlled and operated by the defendant Dr. Nagy and through which the defendant Dr. Nagy provides services, including services provided to the Defendant 4411781.~~
4. ~~3.~~ The Defendant, ~~Dr. Nagy~~ Dr. Thomas Nagy (hereinafter referred to as the "Defendant ~~Dr. Nagy~~"), is an ophthalmologist. At all times material to this action, the Defendant ~~Dr. Nagy~~ was licensed to practice medicine in the Province of British Columbia and performs surgeries at the Lasik MD Vancouver clinic located at 101 - 1281 West Georgia Street, in

the City of Vancouver, in the Province of British Columbia (hereinafter referred to as "Lasik MD Vancouver").

5. ~~10.~~ The Defendant 4411781 Canada Inc. Lasik MD Vancouver (hereinafter referred to as the "Defendant Lasik"), is a sole proprietorship in British Columbia with a business address of 101—1281 West Georgia Street, in the City of Vancouver, in the Province of British Columbia doing business as Lasik MD Vancouver (hereinafter referred to as the "Defendant 4411781"), is an extraprovincial company duly incorporated in British Columbia with an incorporation or registration number of A0095736 and a mailing and delivery address of 800 – 1070 Douglas Street, in the City of Victoria, in the Province of British Columbia.
6. The Defendant 4411781 operates a medical clinic offering vision correction procedures at Lasik MD Vancouver.
7. ~~6.~~ The Defendant, Anca Dascalu (hereinafter referred to as the "Defendant Dascalu"), is an employee of the Defendant Lasik 4411781 or alternatively was an employee of Lasik MD Vancouver.
8. ~~7.~~ The Defendant Dascalu provided pre and post operative care to the Plaintiff, including explaining the risks of the procedure to the Plaintiff and providing guidance on post operative care requirements and recommendations.
9. ~~8.~~ The Defendant, Roreen Ong (hereinafter referred to as the "Defendant Ong"), is an employee of the Defendant Lasik 4411781 or alternatively was an employee of Lasik MD Vancouver.
10. ~~9.~~ The Defendant Ong provided post operative care and recommendations to the Plaintiff.

~~10. The Defendant, 4411781 Canada Inc. (hereinafter referred to as the "Defendant 4411781"), is an extraprovincial company duly incorporated in British Columbia with a mailing and delivery address of 800—1070 Douglas Street, in the City of Victoria, in the Province of British Columbia.~~

~~11. The Defendant 4411781 is the proprietor of the Defendant, Lasik, with an incorporation or registration number of A0095736.~~

BACKGROUND

11. ~~12.~~ The Plaintiff's date of birth is March 28, 1993.
12. ~~13.~~ On June 15, 2016, the Plaintiff had a pre operative consultation at the Defendant Lasik 4411781. During this appointment the Plaintiff met with the Defendant Dascalu, who advised the Plaintiff of risks of the procedure. The risks that the Plaintiff were advised of included halos, astigmatism and temporary dryness. The Defendant Dascalu also told the Plaintiff that no patients of the Defendant Lasik 4411781 had experienced severe

complications as a result of the procedure. The Defendant Dascalu also represented to the Plaintiff that the surgery was completely safe and was always successful. During the brief pre operative consultation the Plaintiff was assured by the Defendant Dascalu that the only potential complication that she needed to worry about was the possibility of dry eyes and that if she did experience this complication it would last for a couple of weeks to a maximum of 6 months.

13. ~~14.~~ On July 15, 2016, the Plaintiff underwent laser refractive surgery (hereinafter referred to as the "Surgery") on both eyes. The surgery was completed by the Defendant Dr. Nagy. Prior to the Surgery Dr. Nagy did not advise the Plaintiff of any potential risks or complications.
14. ~~15.~~ The Plaintiff attended Laser MD Vancouver on a number of occasions post surgery during which she complained of pain in the eye, dry eye and other symptoms. She was not seen by Dr. Nagy at any time post surgery, rather all post surgery care was provided by the Defendant Ong and the Defendant Dascalu.
15. ~~16.~~ The Plaintiff's symptoms continued to develop until they reached the point where she has now been diagnosed with corneal neuropathic pain. This pain significantly impacts the Plaintiff's life on a day to day basis and significantly negatively impacts her ability to complete school and to work. The Plaintiff continues to require treatment to manage the pain and other symptoms in her eyes that were caused by the procedure.
16. ~~17.~~ All of the symptoms and treatment that the Plaintiff has required since the procedure by the Defendant Dr. Nagy were necessitated by the negligence and/or breach of contract and/or assault and battery of the Defendants. The Plaintiff has suffered loss and damages as follows:
 - (a) Corneal neuropathic pain;
 - (b) Dry eyes;
 - (c) Impairment of vision;
 - (d) Anxiety;
 - (e) Depression;
 - (f) Such further injuries as will be shown at trial and the Plaintiff claims general damages for pain and suffering, loss of earnings and/or earning capacity, past, present and prospective, loss of enjoyment of life, loss of housekeeping capacity and loss of ability to take care of the Plaintiff's residence and surrounding yard, past and prospective, all of which injuries, damage, loss and expense were caused or contributed to by the negligence of the Defendants.

Part 2: RELIEF SOUGHT

17. ~~18.~~ The Plaintiff seeks the following relief against the Defendants:
 - (a) General damages;

- (b) Special Damages;
- (c) Interest pursuant to the *Court Order Interest Act* R.S.B.C. 1996, c. 79 and amendments thereto;
- (d) Health care costs pursuant to the *Health Care Costs Recovery Act* R.S.B.C. 2008 c. 27 and all amendments thereto;
- (e) Costs; and
- (f) Such further and other relief as this Honourable Court may deem reasonable.

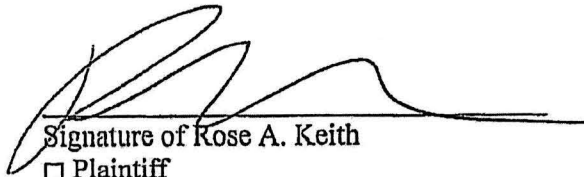
Part 3: LEGAL BASIS

1. In accepting the Plaintiff as a patient, the Defendants owed her both a common law duty of care and contractual obligations, particulars of which duties and obligations are:
 - a. To generally provide her with a reasonable quality of care;
 - b. To advise her of the risks associated with laser eye surgery;
 - c. To provide her with the ability to provide informed consent to laser eye surgery after being fully apprised of the risks associated with the procedure;
 - d. To not perform laser eye surgery without first obtaining her informed consent;
 - e. To identify when complications have occurred as a result of the procedure and to offer immediate remedial care to prevent further damage.
2. The Defendants breached their common law and contractual duties owed to the Plaintiff, particulars of which are as follows:
 - a. Failing to provide the Plaintiff with a reasonable quality of care;
 - b. Failing to advise the Plaintiff of the risks associated with laser eye surgery;
 - c. Failing to obtain the Plaintiff's informed consent to laser eye surgery prior to performing the procedure;
 - d. Failing to use a reasonable level of skill in performing the laser eye surgery;
 - e. Failing to identify the occurrence of a complication following the laser eye surgery;
 - f. Failing to recommend that the Plaintiff obtain immediate medical care when the existence of a complication should have been obvious;
 - g. Entrusting the post operative care of the Plaintiff to individuals who were not medically qualified to provide that care;
 - h. Failing to oversee the post operative care of the Plaintiff;
 - i. Such further and other particulars as may be made known to the Plaintiff.
3. The Plaintiff pleads intentional tort, assault or battery or both arising from the Defendants performance of the lasik eye surgery which caused harm to the Plaintiff.

4. The Defendant Dascalu was at all material times an employee of the Defendants ~~Lasik~~ and 4411781. The Defendants ~~Lasik~~ and 4411781 are vicariously liable for the actions of the Defendant Dascalu.
5. The Defendant Ong was at all material times an employee of the Defendants ~~Lasik~~ and 4411781. The Defendants ~~Lasik~~ and 4411781 are vicariously liable for the actions of the Defendant Ong.
6. The Defendant Dr. Nagy was at all material times an employee of the Defendants ~~Lasik~~ and 4411781. The Defendants ~~Lasik~~ and 4411781 are vicariously liable for the actions of the Defendant Dr. Nagy.
7. The Defendants knew or ought to have known that there was a material risk that the Plaintiff could develop corneal neuropathic pain as a result of the procedure and had a duty to warn the Plaintiff of this risk.
8. The Plaintiff is a beneficiary as defined in Section 1 of the *Health Care Costs Recovery Act*, R.S.B.C. 2008 Chapter 27, who has received one or more health care services as defined in Section 1(1) of the *Health Care Costs Recovery Act*, and without restricting the generality of the foregoing, the Plaintiff specifically pleads and relies upon the *Health Care Costs Recovery Act* and amendments thereto and any subsequent enactments that may apply.

Plaintiff's address for service:	Rose A. Keith Barrister and Solicitor 1486 West Hastings Street Vancouver, B.C., V6G 3J6 Telephone: (604) 669-2126
Fax number address for service (if any):	Fax: (604) 669-5668
E-mail address for service (if any):	
Place of trial:	Vancouver, B.C.
The address of the registry is:	800 Smithe Street, Vancouver, B.C., V6Z 2E1

Date: December 6, 2018


Signature of Rose A. Keith
 Plaintiff
 lawyer for the Plaintiff

Rule 7-1 (1) of the Supreme Court Civil Rules states:

(1) Unless all parties of record consent or the court otherwise orders, each party of record to an action must, within 35 days after the end of the pleading period,

(a) prepare a list of documents in Form 22 that lists

(i) all documents that are or have been in the party's possession or control and that could, if available, be used by any party at trial to prove or disprove a material fact, and

(ii) all other documents to which the party intends to refer at trial, and

(b) serve the list on all parties of record.

Appendix

[The following information is provided for data collection purposes only and is of no legal effect.]

Part 1: CONCISE SUMMARY OF NATURE OF CLAIM:

The Plaintiff suffered personal injury, loss and damages as a result of the negligence of the Defendants, Dr. Nagy, Nagi Inc., Lasik, Dascalu, Ong and 4411781 during a Surgery which occurred on July 15, 2016.

Part 2: THIS CLAIM ARISES FROM THE FOLLOWING:

[Check one box below for the case type that best describes this case.]

A personal injury arising out of:

- a motor vehicle accident
- medical malpractice
- another cause

A dispute concerning:

- contaminated sites
- construction defects
- real property (real estate)
- personal property
- the provision of goods or services or other general commercial matters
- investment losses
- the lending of money
- an employment relationship
- a will or other issues concerning the probate of an estate
- a matter not listed here

Part 3: THIS CLAIM INVOLVES:

[Check all boxes below that apply to this case]

- a class action
- maritime law
- aboriginal law
- constitutional law
- conflict of laws
- none of the above
- do not know

Part 4:

1. *Supreme Court Civil Rules*, BC Reg 168/2009
2. *Negligence Act*, RSBC 1996, c 333
3. *Health Care Costs Recovery Act*, RSBC 2008 c 27



ACTION NO. VLC-S-S-187829
VANCOUVER REGISTRY

IN THE SUPREME COURT OF BRITISH COLUMBIA

BETWEEN

GWENDOLINE PRUDHOMME

PLAINTIFF

AND


DR. THOMAS NAGY, DR. THOMAS NAGY INC., 4411781 CANADA INC.
DOING BUSINESS AS LASIK MD VANCOUVER, ANCA DASCALU, AND ROREEN ONG

DEFENDANTS

NOTICE OF APPOINTMENT OR CHANGE OF LAWYER

TAKE NOTICE that Anthony Leoni has been appointed to act as the lawyer for the Plaintiff in place of Rose A. Keith.

Date: 03/Jun/2019



Signature of new lawyer
Anthony Leoni

Plaintiff's address for service:

RICE HARBUT ELLIOTT LLP
Barristers and Solicitors
820 - 980 Howe Street
Vancouver, BC V6Z 0C8
(604) 682-0587
Nil

Fax number address for service (if any):
E-mail address for service (if any):

RECEIPT AND RELEASE

For and in consideration of the sum of \$3,500, receipt of which is hereby acknowledged, the undersigned [redacted] (the "Releasor"), hereby releases and forever discharges, on behalf of the Releasor and the Releasor's heirs, executors, administrators, successors and assigns, each of Dr. Mounir Bashour, Valhalla & Camelot Enterprises Inc, L.M.D. G.M.A. L.P., Lasik MD Inc. and their affiliates, subsidiaries and related entities as well as their respective officers, directors, employees and other representatives (collectively, the "Releasees") from any and all actions, causes of action, claims and demands of any nature whatsoever for any damages, losses or injuries to person or property which has been or may have been sustained in consequence of medical services rendered to the Releasor on or about the 18th day of August, 2018.

In addition to the foregoing, the Releasor hereby acknowledges that he/she will no longer be entitled to any free enhancements or annual exams to which he/she may have been eligible.

The Releasor undertakes to keep the terms of this release confidential, and not to make public in any way any complaints or claims the Releasor has or may have against the Releasees.

It is expressly understood and agreed that the payment referred to above is not deemed to be an admission of liability on the part of any of the Releasees.

It is further declared that the terms of this release are fully understood, that the amount stated above is the sole consideration for this release and that said amount is accepted voluntarily for the purpose of making a full and final compromise, adjustment and settlement of all actions, causes of action, claims and demands for any damages, losses or injuries resulting or which may result from the rendering of the medical services referred to above.

IN WITNESS WHEREOF, I HAVE SIGNED THIS 5 DAY OF January 20 19

[redacted]

Witness 'Name

[redacted]

Patient 's Name

[redacted]

Witness 'Signature

[redacted]

Patient 's Signature

(Action collective)
COUR SUPÉRIEURE

N° 500-06-001028-196

CANADA
PROVINCE DE QUÉBEC
DISTRICT DE MONTREAL

CHRISTOPHER OUELLET

Demandeur

C.
LASIK M.D. INC. -et-
L.M.D. GMA L.P. -et-
DR. MOUNIR BASHOUR -et-
VALHALLA & CAMELOT ENTERPRISES INC.

Défendeurs

BS0350 N/d: 108714-1032

DEMANDE DES DÉFENDERESSES LASIK M.D. INC.
ET L.M.D. GMA L.P. POUR PERMISSION DE
PRÉSENTER UNE PREUVE APPROPRIÉE,
ANNEXE A ET PIÈCES LMD-1 ET LMD-2
(Art. 574 C.p.c.)

ORIGINAL

Mtre. Yves Martineau (514) 397 3380
Fax: (514) 397-3580

Mtre. Frédéric Paré (514) 397 3690
Fax: (514) 397-5429

STIKEMAN ELLIOTT S.E.N.C.R.L., S.R.L. AVOCATS
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