Court File No.: CV-17577208-00CP

ONTARIO
SUPERIOR COURT OF JUSTICE

B E T W E E N :

JOSEPH BENNETT and ELAINE WILLIAMS

Plaintiffs

- and -

DAVOL, INC., C.R. BARD, INC., and BARD CANADA INC.

Defendants

Proceeding under the *Class Proceedings Act, 1992*

STATEMENT OF CLAIM

TO THE DEFENDANTS

A LEGAL PROCEEDING HAS BEEN COMMENCED AGAINST YOU by the plaintiff. The claim made against you is set out in the following pages.

IF YOU WISH TO DEFEND THIS PROCEEDING, you or an Ontario lawyer acting for you must prepare a statement of defence in Form 18A prescribed by the Rules of Civil Procedure, serve it on the plaintiff's lawyer or, where the plaintiff does not have a lawyer, serve it on the plaintiff, and file it, with proof of service, in this court office, WITHIN TWENTY DAYS after this statement of claim is served on you, if you are served in Ontario.

If you are served in another province or territory of Canada or in the United States of America, the period for serving and filing your statement of defence is forty days. If you are served outside Canada and the United States of America, the period is sixty days.

Instead of serving and filing a statement of defence, you may serve and file a notice of intent to defend in Form 18B prescribed by the Rules of Civil Procedure. This will entitle you to ten more days within which to serve and file your statement of defence.

IF YOU FAIL TO DEFEND THIS PROCEEDING, JUDGMENT MAY BE GIVEN AGAINST YOU IN YOUR ABSENCE AND WITHOUT FURTHER NOTICE TO YOU. IF YOU WISH TO DEFEND THIS PROCEEDING BUT ARE UNABLE TO PAY LEGAL FEES, LEGAL AID MAY BE AVAILABLE TO YOU BY CONTACTING A LOCAL LEGAL AID OFFICE.

TAKE NOTICE: THIS ACTION WILL AUTOMATICALLY BE DISMISSED if it has not been set down for trial or terminated by any means within five years after the action was commenced unless otherwise ordered by the court.

Issue Date June 15, 2017

Issued by _____
Local registrar

Address of court office 10th Floor,
393 University Avenue
Toronto, Ontario
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TO: **DAVOL, INC.**

100 Crossings Blvd.
Warwick, Rhode Island
02886

AND TO: **C.R. BARD, INC.**

730 Central Avenue
Murray Hill, New Jersey
07974

AND TO: **BARD CANADA INC.**

2715 Bristol Circle
Unit #1
Oakville, Ontario
L6H 6X5

CLAIM

1. The Plaintiffs, Joseph Bennett and Elaine Williams (the "Plaintiffs"), claim on behalf of themselves and others similarly situated in Canada:

(a) an Order certifying this proceeding as a class proceeding and appointing them as Representative Plaintiffs for the class(es), to be further defined on the motion for certification;

(b) a declaration that the Defendants were negligent in the design, development, testing, research, manufacture, licensing, labelling, warning, marketing, distribution, and sale of their Inguinal Hernia Mesh Products (as defined in paragraph 24);

(c) a declaration that the Defendants are vicariously liable for the acts and omissions of their officers, directors, agents, employees, and representatives;

(d) pecuniary and special damages in the amount of $500,000 for each person implanted with one of the Defendants' Inguinal Hernia Mesh Products or as aggregated following a trial on the common issues;

(e) non-pecuniary damages in an amount to be assessed for each person who was implanted with one of the Defendants' Inguinal Hernia Mesh Products;

(f) 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 Inguinal Hernia Mesh Products;

(g) damages pursuant to the *Family Law Act*, RSO 1990, c F.3 s.61 and similar legislation and common law in other provinces, where applicable, in the amount of $100,000 for each such plaintiff;

(h) punitive, aggravated, and exemplary damages in the amount of $20,000,000;

(i) the costs of distributing all monies received to class members;

(j) prejudgement interest in the amount of 10% compounded annually or as otherwise awarded by this Honourable Court;

(k) costs on a substantial indemnity basis, plus applicable taxes; and

(l) such further and other relief as this Honourable Court may deem just.

NATURE OF THE ACTION

2. This proposed class proceeding involves Inguinal Hernia Mesh Products. Inguinal hernias occur when tissues push through a weak spot in the groin muscle, resulting in a bulge in the groin or scrotum. The Defendants' medical devices are intended to repair this condition. This action arises out of the Defendants' unlawful, negligent, inadequate, improper, unfair, and deceptive practices and misrepresentations related to, *inter alia*, their design, development, testing, research, manufacture, licensing, labelling, warning, marketing, distribution, and sale of their Inguinal Hernia Mesh Products.

3. The Defendants misrepresented that their Inguinal Hernia Mesh Products are safe and effective, when in fact these devices cause serious Injuries, Conditions, and Complications (as defined in paragraph 26).

4. Patients implanted with the Defendants' Inguinal Hernia Mesh Products were misled as to the devices' safety and efficacy, and as a result have suffered serious Injuries, Conditions, and Complications.

THE PLAINTIFFS

5. The Plaintiffs Joseph Bennett and Elaine Williams reside in Waterville, Nova Scotia.

6. In February of 2012, Mr. Bennett was implanted with the two of the Defendants' Inguinal Hernia Mesh Products, the PerFix Plug, to repair bilateral inguinal hernias. A PerFix Plug was implanted in the right and left inguinal canal.

7. In May of 2016, Mr. Bennett was implanted with a third Inguinal Hernia Mesh Product, a 3DMax mesh, to repair his recurrent left inguinal hernia.

8. Ms. Williams is the common law spouse of Mr. Bennett and is pursuing her claim in that capacity.

THE DEFENDANTS

9. The Defendant Davol, Inc. is a corporation, headquartered in Warwick, Rhode Island. Davol, Inc. is a subsidiary of the Defendant C.R. Bard, Inc.

10. The Defendant C.R. Bard, Inc. is a Delaware corporation with its head office located in Murray Hill, New Jersey.

11. The Defendant Bard Canada Inc. is an Ontario corporation, with its head office located in Oakville, Ontario.

12. Hereinafter, each of the above Defendants shall be collectively referred to as the "Defendants".

13. The business of each of the Defendants is inextricably interwoven with that of the other and each is the agent of the other for the purposes of researching, designing, manufacturing, developing, preparing, processing, inspecting, testing, packaging, promoting, marketing, distributing, labelling, and/or selling for a profit, either directly or indirectly through an agent, affiliate or subsidiary, Inguinal Hernia Mesh Products in Canada. At all material times, the Defendants were engaged in the business of designing, manufacturing, testing, packaging, promoting, marketing, distributing, labelling, and/or selling Inguinal Hernia Mesh Products in Canada. The development of Inguinal Hernia 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 Inguinal Hernia Mesh Products, and other actions central to the allegations of this lawsuit, were undertaken by the Defendants in Ontario and elsewhere.

14. In bringing this action on behalf of all persons resident in Canada who were implanted with Inguinal Hernia Mesh Products, at any time on or before the date of the certification order, which were manufactured, marketed and/or sold or otherwise placed into the stream of commerce in Canada by one or more of the Defendants, the Plaintiffs plead and rely upon the provisions of the *Class Proceedings Act, 1992*, SO 1992, c6, the *Negligence Act*, RSO 1990, c N-1, as amended and regulations thereunder, and the *Food and Drugs Act,* RSC 1985, c F.27 and regulations thereunder. The Plaintiffs also bring this action on behalf of all persons resident in Canada entitled to claim by virtue of a personal or familial relationship to any one or more of the persons described above, and plead and rely upon the Ontario *Family Law Act,* RSO 1990, C F.3 and regulations thereunder, and any analogous provincial legislation.

THE DEFENDANTS' INGUINAL HERNIA MESH PRODUCTS

15. An inguinal hernia occurs when the contents of the abdomen protrude through an opening in the lower abdominal wall or groin, at or near the inguinal canal.

16. The inguinal canal is a passage through the lower abdominal wall. People have two inguinal canals—one on each side of the lower abdomen. In males, the spermatic cords pass through the inguinal canals and connect to the testicles in the scrotum. The spermatic cords contain blood vessels, nerves, and a duct, called the spermatic duct, that carries sperm from the testicles to the penis. In females, the round ligaments, which support the uterus, pass through the inguinal canals.

17. Inguinal hernias may occur as a result of a defect in the abdominal wall that is present at birth or as a result of stress or strain on the abdominal muscles around the inguinal canal. Men are much more likely to experience inguinal hernias than women.

18. Inguinal hernias must be surgically repaired. The most commonly performed inguinal hernia repair is the Lichtenstein repair (tension-free repair) where a flat mesh is placed on top of the defect and sutured in place. The hernia mesh is intended to act as "scaffolding" for new growth of a patient's own tissue and eventually incorporate the mesh into the surrounding area. There are also surgical options to repair inguinal hernias, which do not involve mesh, such as the Shouldice repair.

19. The Defendants' Inguinal Hernia Mesh Products are not flat. Rather, the products are constructed of three-dimensional polypropylene mesh and are designed to curve around or be placed inside inguinal hernias.

20. The Defendants' PerFix Plug and PerFix Light Plug are pre-formed, three-dimensional devices constructed of a fluted outer layer of mesh and multiple inner layers of mesh attached at the tip. A separate flat, pre-shaped onlay is packaged with each PerFix device. The mesh is constructed of knitted polypropylene monofilaments.

21. The PerFix Plug and the PerFix Light Plug entered the Canadian market in 1999 and 2010, respectively.

22. The Defendants' 3DMax Mesh is a three-dimensional curved mesh with semi-ridged edges. The mesh is constructed of knitted polypropylene monofilaments.

23. The 3DMax entered the Canadian market in 2000.

24. The Defendants' products, listed in paragraphs 20 – 23 above, are collectively referenced herein as "Inguinal Hernia Mesh Products".

THE RISKS

25. The Defendants knew or ought to have known that their Inguinal Hernia Mesh Products are defective, and are not properly manufactured to withstand normal, foreseeable, and intended use. The Defendants' Inguinal Hernia Mesh Products have high failure, injury, and complication rates, fail to perform as intended, have resulted in severe and irreversible injuries, conditions, and have caused damage to the Representative Plaintiffs and other putative class members.

26. The Injuries, Conditions, and Complications suffered due to the Defendants' Inguinal Hernia Mesh Products include but are not limited to: hernia recurrence, chronic pain, mesh contraction, mesh migration, scarring, adhesions, infection, abscess formation,

bleeding, intestinal blockage, fistulas, hematomas, seromas, perforations, allergic reactions, rashes, and the need for further surgeries (collectively the "Injuries, Conditions, and Complications").

27. The failures of Defendants' Inguinal Hernia Mesh Products are caused or contributed to by the shape of the Inguinal Hernia Mesh Products and their indicated placement.

28. The Defendants' Inguinal Hernia Mesh Products are constructed from polypropylene, which is known to degrade, shrink, and erode after implantation.

29. As a result of placing the Defendants' Inguinal Hernia Mesh Products in or over the inguinal canal, as the mesh erodes, it migrates through the inguinal canal, pulling and stretching the nerves and surrounding tissue integrated throughout and attached to the mesh, generating significant and chronic issues, including groin pain.

30. Further, when the 3DMax degrades and shrinks, it commonly folds on top of itself due to its curved design.

31. Mesh migration in or around the inguinal canal is particularly problematic for men, as the mesh can erode through the spermatic cord. If mesh erodes into the spermatic cord, it may be impossible to remove the mesh without also removing a testicle.

32. Hardening of mesh that is placed in the inguinal canal is a significant complication resulting in groin pain. In a study comparing the PerFix Plug to flat onlay mesh entitled *"Lichtenstein patch or Perfix plug-and-patch in inguinal hernia: a prospective double blind randomized controlled trial of short-term outcome"*, researchers noted 8.6% of patients with the PerFix Plug experienced significant groin pain. Moreover, a second

study entitled *"The use of a plug in inguinal hernia"*, researchers reported that 5.6% of patients required plug removal surgery secondary to groin pain.

33. In a study entitled, *"Is there a need for a mesh plug in inguinal hernia repair? Randomized, prospective study of the use of Herta 1 mesh compared to PerFix Plug"*, researchers noted that plug migration is a complication that results in postoperative inguinal discomfort.

34. In a study entitled *"Impact of Endoscopic and Histological Evaluations of Two Different Types of Mesh Plug for a Groin Hernia Model"*, researchers concluded that the PerFix Plug was an inferior product due to its instability after placement. Researchers observed that the PerFix Plug inclined by an average of more than 30 degrees after placement, and "inversion of the plugs occurred in 10 out of 18 cases." Further, the PerFix Plug resulted in a significantly greater inflammatory response than the comparative device.

35. In an article entitled *"New worldwide guidelines for treatment of inguinal hernia. The Most important recommendations from HernaSurge"*, the authors caution that plug and patch systems, and other three-dimensional devices, are "especially not recommended" due to the difficulty of treating complications and hernia recurrences.

36. The Defendants' Inguinal Hernia 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 health care providers.

37. At all material times, the Defendants knew or ought to have known that the risks of using their Inguinal Hernia Mesh Products included severe Injuries, Conditions, and Complications.

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

39. At all material times, the Defendants, through their servants and agents, failed to adequately warn physicians and consumers, including the Plaintiffs and putative class members, of the risk of Injuries, Conditions, and Complications caused by their Inguinal Hernia Mesh Products.

40. The Defendants did not provide adequate safety data to Health Canada with respect to their Inguinal Hernia Mesh Products. The Defendants knew or ought to have known that their Inguinal Hernia Mesh Products were unsafe, defective, unreasonably dangerous, and not fit for their intended purposes.

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

THE PLAINTIFFS' EXPERIENCE

42. On February 28, 2012, Mr. Bennett underwent emergency surgery to repair bilateral incarcerated inguinal hernias at Valley Regional Hospital. He was implanted with two PerFix Plugs- one on the left and one on the right.

43. A few weeks after his surgery, Mr. Bennett began to experience significant pain in his groin, abdomen, and testicles, which he describes as a "burning", "ripping", and

"pulling" sensations. Additionally, he experienced abdominal bloating, bowel issues, and frequent vomiting.

44. As his pain and discomfort increased in severity, Mr. Bennett sought medical attention a few months after surgery. Between 2012 and 2016, Mr. Bennett underwent various medical imaging tests to assess his condition. He was advised by his doctor that the imaging tests demonstrated scarring and inflammation, which imposed difficulties visualizing the mesh.

45. In early 2016, Mr. Bennett returned to see doctor to assess his chronic pain. He was advised that on physical assessment there was a bulge on the left side because his hernia had recurred. He was referred to a specialist for a second opinion.

46. In spring of 2016, Mr. Bennett was assessed by a second doctor who advised him that he was experiencing pain as a result of the scarring and inflammation around his nerves and spermatic cord. Mr. Bennett was also advised that his left side had re-herniated, and that he required surgery to repair the recurrent hernia.

47. On May 30, 2016, Mr. Bennett underwent a laparoscopic repair of his left recurrent inguinal hernia using the Defendants' 3DMax mesh. His operative report indicates that significant adhesions were noted from his first hernia surgeries.

48. Mr. Bennett continued to experience severe groin pain and frequent vomiting. In the weeks following surgery, he describes feeling a "ripping" sensation from his left groin to the centre of his abdomen.

49. Concerned that his hernia had recurred, Mr. Bennett sought medical attention. Medical imaging revealed this left hernia had recurred.

50. On April 10, 2017, Mr. Bennett underwent a third surgery to repair his recurrent left inguinal hernia. His operative report indicates that his surgeon "noted the old hernia plug had extruded to be firmly adherent to the spermatic cord". The PerFix plug was explanted, while attempting to preserve the left testicle.

51. Mr. Bennett continues to suffer from chronic nerve pain, pelvic pain, nausea and vomiting. Mr. Bennett's symptoms interfer with his employment abilities; he has been unable to work since 2013. He is unable to lift his three year old daughter, or assist Ms. Williams with many day-to-day tasks.

52. Prior to and at the time when Mr. Bennett was implanted with the Defendants' Inguinal Hernia Mesh Products, he received no or inadequate warning about the risk of developing Injuries, Conditions, and Complications.

53. Had Mr. Bennett been aware of the magnitude of risks of developing Injuries, Conditions, and Complications, he would never have agreed to being implanted with the Defendants' Inguinal Hernia Mesh Products. But for the Defendants' wrongful conduct, the Plaintiffs would not have incurred damages.

54. The Plaintiff, Ms. Williams, and other class members, have suffered and continue to suffer damages including loss of care, guidance, companionship and consortium, as well as financial expenses and special damages due to the wrongful conduct of the Defendants.

CAUSES OF ACTION

55. The Defendants at all material times owed a duty of care to the Plaintiffs to:

(a) ensure that their Inguinal Hernia Mesh Products were fit for their intended and/or reasonably foreseeable use;

(b) conduct appropriate testing to determine whether and to what extent use of their Inguinal Hernia 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 physicians of the magnitude of the risk of developing Injuries, Conditions, and Complications with use of their Inguinal Hernia Mesh Products compared to alternative treatments;

(d) ensure that physicians were kept fully and completely warned and informed regarding all risks associated with their Inguinal Hernia Mesh Products;

(e) monitor, investigate, evaluate and follow up on adverse reactions to the use of their Inguinal Hernia Mesh Products; and

(f) properly inform Health Canada and other regulatory agencies of all risks associated with their Inguinal Hernia Mesh Products.

56. The Defendants negligently breached their duty of care.

57. The Plaintiffs state that their damages were caused by the negligence of the Defendants. Such negligence includes but is not limited to the following:

(a) the Defendants failed to ensure that their Inguinal Hernia Mesh Products were not dangerous to recipients during the course of their use and that they were fit for their intended purpose and of merchantable quality;

(b) the Defendants failed to adequately test their Inguinal Hernia Mesh Products in a manner that would fully disclose the magnitude of the risks associated with their use, including but not limited to Injuries, Conditions, and Complications;

(c) the Defendants unreasonably and carelessly designed products that were insufficient to withstand the foreseeable use of normal placement within the human body;

(d) the Defendants failed to provide Health Canada complete and accurate information with respect to their Inguinal Hernia Mesh Products as it became available;

(e) the Defendants failed to conduct any or any adequate follow-up studies on the efficacy and safety of their Inguinal Hernia Mesh Products;

(f) the Defendants failed to conduct any or any adequate long-term studies of the risks of their Inguinal Hernia Mesh Products;

(g) the Defendants failed to provide the Plaintiffs, their physicians and Health Canada with proper, adequate, and/or fair warning of the risks associated with use of their Inguinal Hernia Mesh Products, including but not limited to risk of Injuries, Conditions, and Complications;

(h) the Defendants failed to warn or adequately warn the Plaintiffs or their physicians that in the event of failure, injury, or complications, it may be impossible to easily and safely remove the Defendants' Inguinal Hernia Mesh Products, or to remove them at all;

(i) the Defendants failed to adequately monitor, evaluate and act upon reports of adverse reactions to their Inguinal Hernia Mesh Products in Canada and elsewhere;

(j) the Defendants failed to provide any or any adequate updated and/or current information to the Plaintiffs, physicians and/or Health Canada respecting the risks of their Inguinal Hernia Mesh Products as such information became available from time to time;

(k) the Defendants failed to provide adequate warnings of the risks associated with their Inguinal Hernia Mesh Products, including the risk of Injuries, Conditions, and Complications in all persons receiving their Inguinal Hernia Mesh Products on the patient information pamphlets in Canada;

(l) the Defendants, after noticing problems with their Inguinal Hernia Mesh Products, failed to issue adequate warnings, timely recall their Inguinal Hernia Mesh Products, publicize the problems and otherwise act properly and in a timely manner to alert the public, including adequately warning the Plaintiffs and their physicians of their Inguinal Hernia Mesh Products' inherent dangers, including but not limited to the danger of Injuries, Conditions, and Complications;

(m) the Defendants failed to establish any adequate procedures to educate their sales representatives and physicians respecting the risks associated with their Inguinal Hernia Mesh Products;

(n) the Defendants represented that their Inguinal Hernia Mesh Products were safe and fit for their intended purpose and of merchantable quality when they knew or ought to have known that these representations were false;

(o) the Defendants misrepresented the state of research, opinion and medical literature pertaining to the purported benefits of their Inguinal Hernia Mesh Products and their associated risks, including the risk of Injuries, Conditions, and Complications;

(p) the misrepresentations made by the Defendants were unreasonable in the face of the risks that were known or ought to have been known by the Defendants;

(q) the Defendants failed to timely cease the manufacture, marketing and/or distribution of their Inguinal Hernia Mesh Products when they knew or ought to have known that their Inguinal Hernia Mesh Products caused Injuries, Conditions, and Complications;

(r) the Defendants failed to conform with applicable disclosure and reporting requirements pursuant to the *Food and Drugs Act* and its associated regulations;

(s) the Defendants failed to properly supervise their employees, subsidiaries and affiliated corporations;

(t) the Defendants breached other duties of care to the Plaintiffs and putative class members, details of which breaches are known only to the Defendants; and

(u) in all of the circumstances of this case, the Defendants applied callous and reckless disregard for the health and safety of the Plaintiffs and putative class members.

58. The Defendants' Inguinal Hernia Mesh Products were defective because they are unreasonably dangerous, beyond the dangers which could reasonably have been contemplated by the Plaintiffs, putative class members, or their physicians. Any benefit from using the Defendants' Inguinal Hernia Mesh Products was outweighed by the serious and undisclosed risks of their use when used as the Defendants intended. There are no individuals for whom the benefits of the Defendants' Inguinal Hernia Mesh Products outweigh the risks, given that there are many alternative products and procedures that are at least as efficacious as the Defendants' Inguinal Hernia Mesh Products and carry far less and/or less serious risks than the Inguinal Hernia Mesh Products.

59. The risks associated with use of the Defendants' Inguinal Hernia Mesh Products, including Injuries, Conditions, and Complications in all persons receiving their Inguinal Hernia Mesh Products, were in the exclusive knowledge and control of the Defendants. The extent of the risks were not known to, and could not have been known by, the Plaintiffs. The Plaintiffs' injuries would not have occurred but for the negligence of the Defendants in failing to ensure that their Inguinal Hernia Mesh Products were safe for use or, in the alternative, for failing to provide an adequate warning of the risks associated

with using their Inguinal Hernia Mesh Products to the Plaintiffs and putative class members, and to their physicians.

DAMAGES

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

61. As a result of the Defendants' negligence, the Plaintiff has suffered and continues to experience serious personal injuries and harm with resultant pain and suffering. The Plaintiff will require additional surgeries and procedures.

62. The Plaintiffs and other putative class members have suffered special damages for medical costs incurred in the screening, diagnosis, and treatment of Injuries, Conditions, and Complications related to use of the Defendants' Inguinal Hernia Mesh Products.

63. As a result of the conduct of the Defendants, the Plaintiffs and other putative class members suffered and continue to suffer expenses and special damages, of a nature and amount to be particularized prior to trial.

64. Some of the expenses related to the medical treatment that the Plaintiffs and class members have undergone, and will continue to undergo, have been borne by the various provincial health insurers.

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

SERVICE OUTSIDE OF ONTARIO

66. The Plaintiffs plead and rely on sections 17.02 (g) and (p) of the Rules of Civil Procedure, allowing for service *ex juris* of the foreign defendants. Specifically, this originating process may be served without court order outside Ontario in that the claim is:

(a) in respect of a tort committed in Ontario (rule 17.02(g));

(b) against a person carrying on business in Ontario (rule 17.02(p)).

Date: June 15, 2017

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Joseph Bennett et al v. Bard Canada Inc. et al

Court File No.: CV-17-577208-00CP

ONTARIO
SUPERIOR COURT OF JUSTICE

Proceeding commenced at Toronto
Proceeding under the *Class Proceedings Act, 1992*

STATEMENT OF CLAIM

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