

This is the 1st affidavit of
in this case and was made on
September 19, 2016

No. C976108
Vancouver Registry

IN THE SUPREME COURT OF BRITISH COLUMBIA

BETWEEN:

EDWARD KILLOUGH, PATRICIA NICHOLSON, IRENE FEAD,
DAPHNE MARTIN, DEBORAH LUTZ AND MELANIE CREHAN

PLAINTIFFS

AND:

THE CANADIAN RED CROSS SOCIETY, HER MAJESTY THE QUEEN IN RIGHT
OF BRITISH COLUMBIA AND THE ATTORNEY GENERAL OF CANADA

DEFENDANTS

Brought under the *Class Proceedings Act*, R.S.B.C. 1996, c. 50

Court File No. 98-CV-143334

ONTARIO
SUPERIOR COURT OF JUSTICE

BETWEEN:

MICHAEL MCCARTHY, CHRISTINE MCCARTHY, DEREK MARCHAND

Plaintiffs

- and -

THE CANADIAN RED CROSS SOCIETY, THE ATTORNEY GENERAL OF CANADA

Defendants

Proceeding under the *Class Proceedings Act*, 1992

COURT FILE NUMBER	9903 19153	Clerk's Stamp
COURT	COURT OF QUEEN'S BENCH OF ALBERTA	
JUDICIAL CENTRE	EDMONTON	
PLAINTIFF(S)	SHIRLEY ADRIAN, DEBBIE ANDERSON, RICHARD EDWARD AUTEN, JAMES EDGAR BAKER, CONSTANCE DOREEN BAKER, JEFF BEESTON, ISABELL BRESSE, JOHN BRESSE, HARRY CHICHAK, BRIAN EDWIN FERGUSON, RON GEORGE, JANICE PATRICIA HAMMOND, DELORES HICKMOTT, GARY HICKMOTT, JAMES MILTON JOBE, BRIAN W. JOHNSON, WENDY LEE RAMEY, MARLENE DOROTHY KEEP, DENNIS KEEP, CAROL DIANNE KNOTT, BYRON KNOTT, LAURA CATHERINE KRISTIANSON, RALPH SAMUEL KRISTIANSON, KIMBERLY ANN LEBEUF, ALEXANDER PATRICK NOWOSAD, ELENA RICIOppo, DALVINO RICIOppo, SHANNON RICKETTS, KEVIN ROE, KATHY ROMANIW, ELLEN SANDERSON, JEAN DARLENE SNIPES, RICHARD JOSEPH LIPSCOMBE, DEBORAH ANNE STABRYLA, ELIZABETH TREAU, GUISEPPE VOLPE, JUNE VOLPE, and JOHN DOES 1 to 100 and JANE DOES 1 TO 100	
DEFENDANT(S)	THE ATTORNEY GENERAL OF CANADA AS REPRESENTED BY THE MINISTER OF HEALTH FOR CANADA and HER MAJESTY THE QUEEN IN RIGHT OF THE PROVINCE OF ALBERTA	

CANADA	(Class Action)
PROVINCE OF QUÉBEC DISTRICT OF MONTRÉAL	SUPERIOR COURT
No. : 500-06-000065-983	_____ GUY DESJARDINS -and- JEAN ROCHON
	Plaintiffs
	c.
	LE PROCUREUR GÉNÉRAL DU CANADA
	Defendant

1. I am a paralegal with the law firm Klein Lawyers, class counsel for British Columbia and, as such, have knowledge of the facts and matters set out below. Where a fact is not within my personal knowledge, I have stated the source of my information and I believe those facts to be true.

2. The Settlement Agreement in the Pre-1986/Post 1990 Hepatitis C Class Action was approved by the Courts in 2007 in four jurisdictions: British Columbia, Alberta, Ontario and Quebec. Attached as Exhibits A, B, C, and D, respectively, are the settlement approval orders (without the attached schedules).

3. Attached as Exhibit E is the Portfolio Report for the Month ended July 31, 2016 for the Pre-1986/Post1990 Hep C Settlement Trust for the Compensation Fund. This statement was received from the court appointed Trustee of the fund, TD Wealth Private Client Group.

4. Attached as Exhibit F is the Portfolio Report for the Month ended July 31, 2016 for the Pre-1986/Post1990 Hep C Settlement Trust for Past Economic Loss and Dependant Fund ("PELD"). This statement was received from the court appointed Trustee of the fund.

5. Attached as Exhibit G is a summary of the administrative expenses from 2007 to August 2016 received from the Trustee. The summary indicates that the balance remaining from the \$20,000,000 administration fund is \$2,205,948.42.

6. Attached as Exhibit H are four charts that were prepared using information received from Kevin O'Connell, Senior Project Manager with Crawford Class Action Services. Two of the charts include data of the expected compensation that was to be distributed. This data is from the affidavit of Peter Gorham made January 26, 2007 that was relied upon by the parties at the Settlement Approval hearing. The other two charts contain data as of July 8, 2016 that the Claims Administrator has collected on the actual approved compensation that has been paid.

7. According to the Claims Administrator, as of July 8th, 2016, there were 64 deficient HCV claims, 66 deficient family claims and 36 appeals outstanding. As of July 8th, 2016, the potential value of the lump sum payments for non-approved HCV claims and non-approved Family claims (indexed to 2016), was approximately 13 million and the value of the lump sum payments to Approved HCV claims and Approved Family Claims who have not returned their Full and Final Release permitting the Claims Administrator to issue the payment was 1.3 million (indexed to 2016).

8. Attached as Exhibit I are letters from Class Members, the Estates of Class Members, Dependents and Family of Class Members who, as result of the shortfall in the PELD fund, have not received their approved payments from the PELD. These letters were written to their respective Ministers Parliament. Personal information has been redacted from the letters.

9. Our office has been informed by the Claims Administrator that as of July 8, 2016, the estimate of the value of the outstanding PELD claims is approximately \$65 million dollars. The outstanding PELD claims have not been quantified so the estimate is based on the prior claim history of PELD claims that have already been paid.

10. Attached as Exhibit J is a copy of the most recent Monthly Report for the Pre-1986/Post-1990 Hepatitis C Settlement dated September 1, 2016, received from the Claims Administrator, Crawford Class Action Services.

11. I make this affidavit in support of an application to assess the financial sufficiency of the Pre-1986/Post- 1990 Hepatitis C Settlement fund and for no other purpose.

SWORN BEFORE ME in the City of)
Vancouver, in the Province of British)
Columbia, this 19th day of September, 2016)
)
)
)
)
A Commissioner for taking Affidavits for)
British Columbia)
)

NICOLA C. HARTIGAN
Barrister & Solicitor
400-1385 West 8th Avenue
Vancouver, BC V6H 3V9



No. C976108
Vancouver Registry

IN THE SUPREME COURT OF BRITISH COLUMBIA

BETWEEN:

Edward Killough, Patricia Nicholson, Irene Fead,
Daphne Martin, Deborah Lutz and Melanie Crehan

Plaintiffs

AND:

The Canadian Red Cross Society, Her Majesty the Queen in Right
of British Columbia, and The Attorney General of Canada,

Defendants

Brought under the *Class Proceedings Act*, R.S.B.C. 1996, c. 50.

BEFORE THE HONOURABLE
MR. JUSTICE PITFIELD

)
)

FRIDAY, THE 8TH DAY OF
JUNE, 2007

ORDER

UPON THE APPLICATION of the Representative Plaintiffs, Deborah Lutz and Melanie Crehan, for an Order approving a settlement in this action; having come on for hearing in chambers in Vancouver, British Columbia on the 21st day of February, 2007; AND UPON HEARING David A. Klein and Nicola Hartigan, counsel for the Representative Plaintiffs; and Paul Vickery and Wendy Divoky, counsel for the Defendant, The Attorney General of Canada (hereinafter referred to as "Canada"); and without any admission of liability on the part of any party; AND UPON JUDGMENT being reserved to this date;

1. THIS COURT ORDERS THAT leave is granted to file a Further Amended Statement of Claim in the form attached as Exhibit "M" to the affidavit of Gary Smith sworn February 15, 2007 filed in this proceeding.

2. THIS COURT FURTHER ORDERS THAT the Settlement Agreement ("Settlement Agreement") attached as Schedule "A" to this Order is incorporated by reference into this Order and that the Settlement Agreement is hereby approved as fair and reasonable and in the best interests of the Class.

3. THIS COURT FURTHER ORDERS THAT in this Order the following terms shall have the meanings as defined in the Settlement Agreement:

- a. Administrator
- b. Approval Orders
- c. Blood
- d. Charter Claims
- e. Class Members
- f. Class Period
- g. Compensation Fund
- h. Compensation Plan
- i. HCV Infected Class Member
- j. Implementation Date
- k. Primarily Infected Class Member
- l. Opt-out Period
- m. Red Cross Settlement
- n. Releasees
- o. Trust Fund

4. THIS COURT FURTHER ORDERS THAT the definition of the Class as set out in the Certification Orders made in this proceeding on November 24, 1998, May 4, 1999 and July 19, 1999 is amended with respect to the claims against Canada to:

- a. a Resident Subclass of all Class Members who are resident in British Columbia on the date of this Order and who do not opt out of this proceeding; and

b. a Non-Resident Subclass of all Class Members who are not resident in British Columbia on the date of this Order and who opt into this proceeding.

5. THIS COURT FURTHER ORDERS THAT this Order is binding on all members of the Resident Subclass unless they opt out prior to the expiry of the Opt-out Period or are, pursuant to the Settlement Agreement, deemed to have opted out.

6. THIS COURT FURTHER ORDERS THAT this Order is binding on all members of the Non-Resident Subclass who opt into this proceeding on or before the opt-in deadline.

7. THIS COURT FURTHER ORDERS THAT the Plan for Notice of Certification and Settlement attached as Schedule B to this Order is approved, that the Plan be fully implemented within 30 days of the Implementation Date with the cost to be paid by the Administrator from the Compensation Fund as part of the cost of administration, and that the Opt-out Period and opt-in period shall expire 60 days from the date on which the Notice of Certification and Settlement is published.

8. THIS COURT FURTHER ORDERS THAT all Class Members, unless they have opted out prior to the expiry of the Opt-out Period, or are deemed to have opted out, have released each of the Releasees from any and all actions, including Charter Claims they have, may have had or in the future may acquire against any of the Releasees relating to or arising from the infection of an HCV Infected Class Member with Hepatitis C through the blood system during the Class Period.

9. THIS COURT FURTHER ORDERS THAT the obligations assumed by Canada under the Settlement Agreement are in full and final satisfaction of all claims against the Releasees, including Charter Claims, relating to or arising from the infection of an HCV Infected Class Member with Hepatitis C through the blood system during the Class Period and that the Approval Orders are the sole recourse on account of any and all claims referred to therein.

10. THIS COURT FURTHER ORDERS THAT each Class Member who has not opted out prior to expiry of the Opt-out Period, or who has not been deemed to have opted out, has released each of the Releasees, and that he or she will not make any claim or demand, or take any actions or proceedings against any Releasee, including Charter Claims, relating to or arising from the infection of the HCV Infected Class Member with Hepatitis C through the blood system during the Class Period.

11. THIS COURT FURTHER ORDERS THAT each Class Member who has commenced any action or proceeding relating or arising from the infection of an HCV Infected Class Member with Hepatitis C through the blood system during the Class Period, other than the Class Actions, must consent to a dismissal of such action or proceeding as against the Releasees without costs before receiving any payment under the Compensation Plan.

12. THIS COURT FURTHER ORDERS THAT if a Class Member commences any action for compensation, including Charter Claims, relating to or arising from the infection of the HCV Infected Class Member with Hepatitis C through the blood system during the Class Period, that Class Member shall claim only several liability as against the defendants in such action in such a manner that no claim over against the Releasees can arise, and will indemnify and save Canada harmless against any third party claims or other claims over arising in that action.

13. THIS COURT FURTHER ORDERS THAT Crawford Class Action Services is appointed as the Administrator of the settlement on the terms and conditions, and with the powers, rights, duties and responsibilities set out in the Settlement Agreement.

14. THIS COURT FURTHER ORDERS THAT appeals of decisions of the Administrator pursuant to section 16.01 of the Settlement Agreement shall be conducted in accordance with the Rules for Appeals attached to this Order as Schedule C.

15. THIS COURT FURTHER ORDERS THAT Mr. Randy Bennett is appointed as Court Monitor for the administration of the settlement.

16. THIS COURT FURTHER ORDERS AND DIRECTS THAT KPMG Inc., administrator of the Red Cross Settlement, provide to Crawford Class Action Services information as to each person who received compensation under the Red Cross Settlement including the name of the claimant, the name of the Primarily Infected Class Member from whom any derivative claimant's claim is derived, the address of the claimant, the date of birth of the claimant and such other information as may be required to accurately identify each person who received compensation under the Red Cross Settlement, and the amount of such compensation received.

17. THIS COURT FURTHER ORDERS THAT The Canada Trust Company is appointed as the Trustee of the Trust Fund on the terms and conditions, and with the powers, rights, duties and responsibilities set out in the Settlement Agreement.

18. THIS COURT FURTHER ORDERS THAT TD Asset Management Inc. is appointed as the Investment Advisors to the Trustee.

19. THIS COURT FURTHER ORDERS THAT all information in any form whatsoever received, obtained, compiled or created by the Administrator, Trustee, Investment Advisors, the Court Monitor, Fund Counsel or the Appeals Officers as a result of their involvement with the Settlement Agreement and the implementation of this judgment, including claimant data, is to be held in confidence and is to be used or disseminated solely for the purpose of the administration and implementation of the Settlement Agreement and this judgment and is not to be used or disseminated for any other purposes whatsoever without a Court order.

20. THIS COURT FURTHER ORDERS THAT the Administrator, the Trustee, the Investment Advisors, the Court Monitor, Fund Counsel and the Appeals Officers do not have and shall not obtain any interest of any nature or kind in any claimant's data and in

any information received, obtained, compiled or created by him, her, them or in the course of the performance of their duties in the course of the administration of the Settlement Agreement or the implementation of this judgment.

21. THIS COURT ORDERS THAT the Administrator, the Trustee and the Investment Advisors shall hold in trust for the Class Members legal title to all claimants' data received, obtained, compiled or created by the Administrator, the Trustee and the Investment Advisors.

22. THIS COURT FURTHER ORDERS THAT the Administrator, the Trustee and the Investment Advisors have no right, authority or ability to pledge the credit of the Trust Fund or in any way encumber the Trust Fund.

23. THIS COURT FURTHER ORDERS THAT no person may bring any action or take any proceeding against the Administrator, the Trustee, the Investment Advisors, the Court Monitor, Fund Counsel or the Appeals Officers or their employees, agents, partners, associates, representatives, successors or assigns for any matter in any way relating to the administration or implementation of this judgment except with leave of the Court.

24. THIS COURT FURTHER ORDERS THAT this action is dismissed as against Canada, without costs.

25. THIS COURT FURTHER ORDERS THAT judgments or orders may be sought by the parties from this Court in such form as is necessary to implement and enforce the provisions of the Settlement Agreement and to supervise the ongoing performance of the Settlement Agreement, and that, pursuant to its case management powers under the *Class Proceedings Act*, this Court shall maintain a continuing supervisory role in this action.

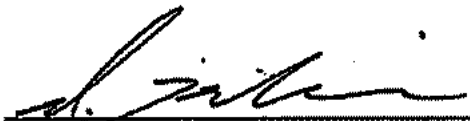
BY THE COURT



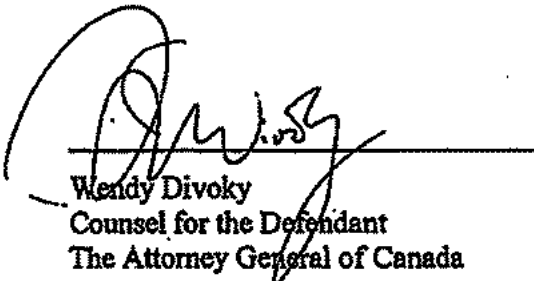
REGISTRAR



APPROVED AND CONSENTED TO:



David A. Klein
Counsel for the Plaintiffs



Wendy Divoky
Counsel for the Defendant
The Attorney General of Canada

Action #9903-19153

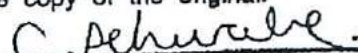
IN THE COURT OF QUEEN'S BENCH OF ALBERTA
JUDICIAL DISTRICT OF EDMONTON

BETWEEN:

SHIRLEY ADRIAN, DEBBIE ANDERSON, RICHARD EDWARD AUTEN, JAMES EDGAR BAKER, CONSTANCE DOREEN BAKER, JEFF BEESTON, ISABELL BRESSE, JOHN BRESSE, HARRY CHICHAK, BRIAN EDWIN FERGUSON, RON GEORGE, JANICE PATRICIA HAMMOND, DELORES HICKMOTT, GARY HICKMOTT, JAMES MILTON JOBE, BRIAN W. JOHNSON, WENDY LEE RAMEY, MARLENE DOROTHY KEEP, DENNIS KEEP, CAROL DIANNE KNOTT, BYRON KNOTT, LAURA CATHERINE KRISTIANSON, RALPH SAMUEL KRISTIANSON, KIMBERLY ANN LEBEUF, ALEXANDER PATRICK NOWOSAD, ELENA RICIOPOPO, DALVINO RICIOPOPO, SHANNON RICKETTS, KEVIN ROE, KATHY ROMANIW, ELLEN SANDERSON, JEAN DARLENE SNIPES, RICHARD JOSEPH LIPSCOMBE, DEBORAH ANNE STABRYLA, ELIZABETH TREAU, GUISEPPE VOLPE, JUNE VOLPE, and JOHN DOEs 1 to 100 and JANE DOEs 1 TO 100

I hereby certify this to be a
true copy of the original.

Plaintiffs


for Clerk of the Court

- and -

THE ATTORNEY GENERAL OF CANADA AS REPRESENTED BY
THE MINISTER OF HEALTH FOR CANADA and
HER MAJESTY THE QUEEN IN RIGHT OF THE PROVINCE OF ALBERTA

Defendants

Proceeding under the *Class Proceedings Act, RSA 2000*

CERTIFICATION ORDER & JUDGMENT

THIS MOTION, made by the Representative Plaintiffs for an order certifying this action as a class proceeding pursuant to section 5 of the *Class Proceedings Act, R.S.A. 2000, c.16.5* ("CPA"), and for judgment pursuant to section 35(3) of the CPA approving the settlement of this class proceeding, and for an order approving the legal fees recoverable with respect to these and related proceedings, was heard on February 28 and March 1, 2007 at the Law Courts, Edmonton, Alberta.

ON READING:

- a) the Notice of Motion;
- b) the Affidavit of C. Kenneth W. Kolthammer sworn February 16, 2007;
- c) the Affidavit of C. Kenneth W. Kolthammer sworn February 26, 2007;
- d) the Supplemental Affidavit of C. Kenneth W. Kolthammer sworn May 18, 2007;
- e) the Affidavit of Kimberly Ann Lebeuf sworn February 11, 2007;
- f) the Affidavit of Dennis Froese sworn February 8, 2007;
- g) the Affidavit of Carey Hutton sworn February 11, 2007;
- h) the Affidavit of Michele Froese sworn February 8, 2007;
- i) the Affidavit of Dr. Mang Ma sworn January 15, 2007;
- j) the Affidavit of Dr. Mang Ma sworn February 13, 2007;
- k) the Affidavit of David W. Batchelor sworn February 26, 2007;
- l) the Affidavit of Darren Benning sworn January 26, 2007;
- m) the Affidavit of Publication of David W. Batchelor sworn February 16, 2007;
- n) the Supplementary Affidavit of Publication of David W. Batchelor sworn February 21, 2007.

and on hearing submissions of

- a) counsel for the Plaintiffs;
- b) counsel for the Attorney General of Canada;
- c) counsel for Her Majesty the Queen in Right of the Province of Alberta;
- d) several class members.

AND WITHOUT ANY ADMISSION OF LIABILITY ON THE PART OF ANY PARTY

Definitions

1. **THIS COURT ORDERS AND DECLARES** that for purposes of this judgment, the following shall have the meanings as defined in the Settlement Agreement:

"1986-1990 Hepatitis C Settlement Agreement";

"Dependant";

"Primarily-Infected Hemophiliac";

"Primarily-Infected Opt-out Person;

"Primarily-Infected Person";

"Prime Rate";

"Red Cross Settlement;

"Releasees";

"Secondarily-Infected Person";

"Sibling";

"Spouse";

"Termination Date";

"Traceback Procedure";

"Trust Fund";

Certification & Class Definition

2. **THIS COURT ORDERS** that this action is certified as a class proceeding as against Canada.

3. **THIS COURT ORDERS** that the class is made up of all of the members of the following subclasses:

(a) HCV Claimants residing in Alberta: comprised of Primarily Infected Class Members, Secondarily Infected Persons with claims arising from those Primarily Infected Class Members, and all HCV Personal Representatives of claims within Alberta; and

(b) HCV Claimants residing outside of Alberta: comprised of all Primarily Infected Class Members, Secondarily infected persons with claims arising from those Primarily Infected Class Members and all HCV Personal Representatives of claims, residing outside of Alberta;

(c) Derivative Claimants within Alberta: all Family Member and Dependant claims residing within Alberta;

(d) Derivative Claimants outside of Alberta: all Family Member and Dependant claims residing outside of Alberta.

4. **THIS COURT ORDERS AND DECLARES** that the Class Period is collectively the period prior to and including December 31, 1985 and the period from July 2, 1990 to September 28, 1998, excluding the period from January 1, 1986 to July 1, 1990.
5. **THIS COURT ORDERS** that Kimberly Ann Lebeuf is the representative plaintiff for the HCV Claimants residing in Alberta and that Dennis Froese is the representative plaintiff for the HCV Claimants residing outside of Alberta.
6. **THIS COURT ORDERS** that Carey Hutton is the representative plaintiff for the Derivative Claimants residing in Alberta and that Michelle Froese is the representative plaintiff for the Derivative Claimants residing outside of Alberta.
7. **THIS COURT DECLARES** that the nature of the claims asserted on behalf of the Class are as follows:
 - (a) That Canada was negligent in failing to exercise its regulatory power to require the CRCS to implement various testing and screening procedures to prevent a collection and distribution of Blood contaminated with the Hepatitis C virus;
 - (b) That Canada was vicariously liable for the negligence of the CRCS with respect to the screening and testing for the Hepatitis C virus in Blood;

- (c) That Canada breached its statutory and fiduciary duties owed to the Plaintiffs by failing to adequately regulate the blood operations of the CRCS;
- (d) That Canada is liable to the Plaintiffs for breach of warranty of fitness with respect to the contaminated Blood received by the Plaintiffs;
- (e) That Canada is strictly liable in tort for damages caused by the contaminated Blood; and
- (f) That Canada breached its obligations under section 15 of the *Charter* in excluding the Class Members in this action from the 1986 – 1990 Settlement Agreement.

8. **THIS COURT DECLARES** that this claim seeks damages for the Class Members for personal injuries arising as a result of the infection with the Hepatitis C virus, including damages for:

- (1) pain and suffering;
- (2) loss of income;
- (3) out of pocket expenses;
- (4) loss of care guidance and companionship; and
- (5) loss of services in the home.

Common Issues

9. **THIS COURT ORDERS** that the common issues are hereby defined as follows:

- (a) the standard of care applicable to the Federal Government with respect to its role in regulating the collection, screening and testing of donated Blood to reduce the risk

of transmission of the Hepatitis C virus;

(b) whether or not the applicable standard of care was met by the Federal Government during the Class Period; and

(c) whether the Federal Government breached its obligations under section 15 of the *Charter* in excluding the Class Members in this action from the 1986 – 1990 Settlement Agreement.

Opt-Out Provisions

10. **THIS COURT ORDERS AND DECLARES** that this Order is binding on all Class Members residing within Alberta, including minors or mentally incompetent persons, unless they opt-out or are deemed to have opted-out on or before the opt-out deadline.

11. **THIS COURT ORDERS AND DECLARES** that the opt-out deadline is 60 days from the date on which Notice of Certification is published.

12. **THIS COURT ORDERS AND DECLARES** that Class Members may opt-out by delivering a notice in writing to the Administrator clearly stating the Class Member's intention to opt-out.

13. **THIS COURT ORDERS AND DECLARES** that if an HCV Claimant opts-out, all Derivative Claimants whose claims are derived from the opted-out HCV Claimant are deemed to have opted-out.

Opt-In Provisions

14. **THIS COURT ORDERS AND DECLARES** that this is Order is binding on all Class

Members residing outside of Alberta including minors or mentally incompetent persons, if they opt-in or are deemed to have opted-in before the opt-in deadline.

15. THIS COURT ORDERS AND DECLARES that the opt-in deadline is 60 days from the date on which Notice of Certification is published.

16. THIS COURT ORDERS AND DECLARES that Class Members may opt-in by delivering a notice in writing to the Administrator clearly stating the Class Members intention to opt-in.

17. THIS COURT ORDERS AND DECLARES that if an HCV Claimant opts-in, all Derivative Claimants whose claims are derived from the opted-in claimant are deemed to have opted-in as well.

Amendment of the Statement of Claim

18. THIS COURT ORDERS that the Statement of Claim in this action be amended in the form attached to this Order as Schedule A.

Approval of the Settlement

19. THIS COURT ORDERS AND DECLARES that the Settlement Agreement, ("Settlement Agreement") attached to this Order as Schedule B, is incorporated by reference into this judgment and that the Settlement Agreement is hereby approved as being fair, reasonable and in the best interests of the Class.

Binding Nature of this Order

20. THIS COURT ORDERS that this Order is binding on all Class Members, including minors or mentally incompetent persons, unless they opt-out or are deemed to have opted out on or

before the opt-out deadline.

21. **THIS COURT ORDERS** that as of the opt-out deadline all Class Members, unless they have opted-out, or are deemed to have opted-out, on or before the opt-out deadline, have released each of the Releasees from any and all actions, including Charter Claims they have, may have had or in the future may acquire against any of the Releasees relating to or arising from the infection of an HCV Infected Class Member with Hepatitis C through the blood system during the Class Period.

22. **THIS COURT ORDERS AND DECLARES** that the obligations assumed by Canada under the Settlement Agreement are in full and final satisfaction of all claims against the Releasees, including Charter Claims, relating to or arising from the infection of an HCV Infected Class Member with Hepatitis C through the blood system during the Class Period and that the Approval Orders are the sole recourse against Canada and the Releasees on account of any and all claims referred to therein.

23. **THIS COURT ORDERS** that no claims for contribution, indemnity, subrogation or other claims over, shall be made by any Class Member, person or party against Canada for or in respect of the subject matter of this Class Action or costs associated with the Defence of this Class Action, whether direct, derivative, subrogated, asserted or unasserted in a representative capacity, inclusive of interest, GST and costs, unless such claim is made with respect to a claim brought by a Class Member who has opted-out.

24. **THIS COURT ORDERS AND DECLARES** that nothing herein prevents a Class Member from pursuing or asserting a claim against Persons other than Canada on a several basis, claiming recovery only in accordance with those other Persons' proportions of liability, since

pursuing such persons for their several liability on this basis will not give rise to a cross-claim, third party claim or other claim for contribution and indemnity against Canada, and the Class Member will indemnify and save Canada harmless against third party claims or other claims arising from that action. For greater certainty, the amount any Class Member (who has not-opted out) may recover against any Person in the claim contemplated by this paragraph shall not include the proportion, if any, which would have been found to be the liability of Canada. No Person who is sued by a Class Member (who has not opted-out) and who is pursuing or asserting a claim as contemplated by this paragraph may assert any cross-claim, third party claim or other claim for contribution and indemnity against the Releasees.

25. THIS COURT ORDERS that this action as against Canada is hereby dismissed, except as outlined in this Order and the Settlement Agreement.

Administration

26. THIS COURT ORDERS that, subject to further order of this court, Crawford Class Action Services are hereby appointed as the Administrator of this settlement on the terms and conditions, with the powers, rights, duties and responsibilities set out in the Settlement Agreement.

27. THIS COURT DIRECTS that KPMG Inc., administrator of the Red Cross Settlement, provide to Crawford Class Action Services information as to each person who received compensation under the Red Cross Settlement including the name of the claimant, the name of the Primarily Infected Class Member from whom any derivative claimant's claim is derived, the address of the claimant, the birth date of the claimant and such other information

as may be required to accurately identify each person who received compensation under the Red Cross Settlement, and the amount of such compensation received.

28. **THIS COURT ORDERS** that, subject to further Order of this Court, The Canada Trust Company ("the Trustee") is hereby appointed as the Trustee of the Trust, on the terms and conditions and with the powers, rights, duties and responsibilities set out in Article Seven of the Settlement Agreement.

29. **THIS COURT ORDERS** that, subject to further Order of this Court, TD Asset Management Inc. ("the Investment Advisor") is hereby appointed as the Investment Advisor to the Trust.

30. **THIS COURT ORDERS** that appeals of decisions of the Administrator pursuant to section 16.01 of the Settlement Agreement shall be conducted in accordance with the Rules for Appeals attached hereto as Schedule C.

Notice

31. **THIS COURT ORDERS** that the Plan for Notice of Certification and Settlement, attached hereto as Schedule D is hereby approved, and that the Plan be fully implemented within 30 days of the Implementation Date.

32. **THIS COURT ORDERS** that, in addition to the Plan for Notice of Certification and Settlement attached hereto as Schedule D, the French version of the Notice shall be published in the following newspapers:

- a. Edmonton Journal: One ¼ page insertion on a weekend;
- b. Calgary Herald: One ¼ page insertion on a weekend; and
- c. Le Franco: One ¼ page insertion on a weekend.

33. **THIS COURT ORDERS** that the costs of the Plan for Notice of Certification and Settlement be paid by the Administrator from the Administration Fund.

34. **THIS COURT ORDERS** that, Judgments or Orders may be sought by the parties from this Court in such form as is necessary to implement and enforce the provisions of the Settlement Agreement and to supervise the ongoing performance of the Settlement Agreement, and that pursuant to its case management powers under the *Class Proceedings Act, RSA 2000*, this Court shall maintain a continuing supervisory role in this action.

Confidentiality

35. **THIS COURT ORDERS AND DECLARES** that all information in any form whatsoever received, obtained, compiled or created by the Administrator, Trustee or Investment Advisor, Court Monitor, Fund Counsel and Appeals Officers, as a result of their involvement with this Settlement and the implementation of this judgment, including the Claimants data, is to be held in confidence and is to be used or disseminated solely for the purpose of the administration and implementation of this judgment, and for the purpose of providing information to the government of any Province or Territory who, either voluntarily or as the result of further Court action, enters into an agreement or arrangement approved by the appropriate Court to compensate Class Members as a result of their infection with tainted blood, and such information is not to be used or disseminated for any other purposes whatsoever without an order of the Court.

36. **THIS COURT ORDERS AND DECLARES** that the Administrator, the Trustee, the Investment Advisor, the Court Monitor, Fund Counsel and Appeals Officers do not have and shall not obtain any interest of any nature or kind in the Claimants data and in any

information received, obtained, complied or created by him, her, them or in the course of the performance of their duties in the course of the implementation of this judgment.

37. THIS COURT ORDERS AND DECLARES that the Administrator, the Trustee, the Investment Advisor, the Court Monitor, Fund Counsel and Appeals Officers shall hold in trust for the Class Members legal title to the Claimants' data received, obtained, complied or created by the Administrator, the Trustee, the Investment Advisor, the Court Monitor, Fund Counsel and Appeals Officers.

38. THIS COURT ORDERS AND DECLARES that the Administrator, the Trustee and the Investment Advisor have no right, authority or ability to pledge the credit of the Trust Fund or in any way encumber the fund.

39. THIS COURT ORDERS AND DECLARES that no Person may bring any action or take any proceeding against the Administrator, the Trustee, the Investment Advisor, the Court Monitor, Fund Counsel or Appeals Officers, or their employees, agents, partners, associates, representatives, successors or assigns for any matter in any way relating to the administration or implementation of this judgment except with leave of the Court.

40. THIS COURT ORDERS that Mr. Randy Bennett is hereby appointed as Court Monitor to assist this Honourable Court with the ongoing administration of the Settlement Agreement and this Order.

41. THIS COURT ORDERS AND DECLARES that, in particular, Canada shall pay to the Trustee the sum of \$7,645,000.00, plus GST in the amount of \$458,700.00, plus disbursements as approved on the date of the signing of this order, which sums are to be

provided to Kolthammer Batchelor & Laidlaw LLP who will subsequently distribute the said sums to Kolthammer Batchelor & Laidlaw LLP, Marshall Attorneys & Docken & Co, according to the arrangements made between these three firms, and said legal fees, disbursements and taxes shall be and are hereby approved by this Court.

42. **THIS COURT ORDERS AND DECLARES** that the legal fees, disbursements and applicable taxes, payable to Kolthammer, Batchelor & Laidlaw under paragraph 41 hereof shall be paid by the Trustee on the Implementation Date as defined in the Agreement.

43. **THIS COURT ORDERS AND DECLARES** that the payments referred to in paragraph 41 hereof represent fair and reasonable compensation.

V. Ouellette
MR. JUSTICE VITAL O. OUELLETTE

CONSENTED TO:
DEPARTMENT OF JUSTICE CANADA

PER: [Signature]
Paul Vickery
For Attorney General for Canada

APPROVED AS TO FORM ONLY:
ALBERTA JUSTICE

PER: [Signature]
David Kintoch
For Her Majesty the Queen in Right of
Alberta

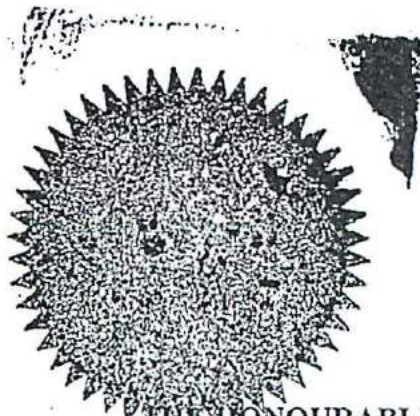
CONSENTED TO:
KOLTHAMMER BATCHELOR & LAIDLAW LLP

PER: [Signature]
C. Kenneth W. Kolthammer
On behalf of the Plaintiffs



Entered this 19 day
of June A.D. 2007
[Signature]
Clerk of the Court





Court File No. 98-CV-143334

ONTARIO
SUPERIOR COURT OF JUSTICE

THE HONOURABLE JUSTICE

WARREN K. WINKLER

)
)
)
)
)

FRIDAY, THE 8TH DAY
OF JUNE, 2007

BETWEEN:

MICHAEL MCCARTHY, CHRISTINE MCCARTHY, DEREK MARCHAND

Plaintiffs

and

THE CANADIAN RED CROSS SOCIETY, THE ATTORNEY GENERAL OF
CANADA

Defendants

Proceeding under the *Class Proceedings Act, 1992*

CERTIFICATION ORDER & JUDGMENT

THIS MOTION, made by the Representative Plaintiffs for an order certifying this action as a class proceeding pursuant to section 5 of the *Class Proceedings Act, 1992* S.O. 1992,

c. 6 ("CPA"), and for judgment pursuant to section 29(2) of the CPA approving the settlement of this class proceeding was heard on February 5 and 6, 2007 at the Courthouse at 361 University Avenue in Toronto, Ontario.

ON READING:

- a) the notice of motion;
- b) the affidavit of David Harvey sworn January 30, 2007;
- c) the supplementary affidavit of David Harvey sworn January 31, 2007;
- d) the Affidavit of Michael McCarthy sworn January 29, 2007;
- e) the Affidavit of Peter Roy sworn January 29, 2007;
- f) the Affidavit of Dr. Mang Ma sworn January 15, 2007;
- g) the Affidavit of J. Adam Dewar sworn January 26, 2007;
- h) the Affidavit of Darren Benning sworn January 26, 2007;
- i) the Affidavit of Peter Gorham sworn January 26, 2007.

and on hearing submissions of

- a) counsel for the plaintiffs;
- b) counsel for the Attorney General of Canada;
- c) counsel for the Office of the Children's Lawyer;
- d) counsel for the Ontario Office of the Public Guardian and Trustee;
- e) several class members.

AND WITHOUT ANY ADMISSION OF LIABILITY ON THE PART OF ANY PARTY

Amendment of the Statement of Claim

1. **THIS COURT ORDERS** that the Statement of Claim in this action be amended in the form attached to this Order as Schedule A.

Approval of the Settlement

2. **THIS COURT ORDERS** that the Settlement Agreement, ("Settlement Agreement") attached to this Order as Schedule B, is incorporated by reference into this Judgment and that the Settlement Agreement is hereby approved as being fair, reasonable and in the best interests of the Class.

Definitions

3. **THIS COURT ORDERS** that for purposes of this judgment, the following terms shall have the meanings as defined in the Settlement Agreement:

(a) **Administrator**

(b) **Approval Orders**

(c) **Blood**

(d) **Charter Claims**

(e) **Class Members**

(f) **Class Period**

(g) **Compensation Fund**

(h) **Compensation Plan**

(i) **HCV Infected Class Member**

(j) **Implementation Date**

(k) Primarily Infected Class Member

(l) Opt-out Period

(m) Red Cross Settlement

(n) Releasees

(o) Trust Fund

Certification & Class Definition

4. **THIS COURT ORDERS** that this action is certified as a class proceeding.
5. **THIS COURT ORDERS** that the class is made up of all of the Class Members as defined in the Settlement Agreement except those persons who are Class Members in any of the British Columbia, Quebec or Alberta Class Actions.
6. **THIS COURT ORDERS** that Michael McCarthy is the representative plaintiff for the class.
7. **THIS COURT ORDERS** that the nature of the claims asserted on behalf of the Class Members are as follows:
 - (a) That Canada was negligent in failing to exercise its regulatory power to require the Canadian Red Cross Society (CRCS) to implement various testing and screening procedures to prevent a collection and distribution of Blood contaminated with the Hepatitis C virus;

- (b) That Canada was vicariously liable for the negligence of the CRCS
respect to the screening and testing for the Hepatitis C virus in Blood;
 - (c) That Canada breached its statutory and fiduciary duties owed to the Plaintiffs
by failing to adequately regulate the blood operations of the CRCS;
 - (d) That Canada is liable to the Plaintiffs for breach of warranty of fitness with
respect to the contaminated Blood received by the Plaintiffs;
 - (e) That Canada is strictly liable in tort for damages caused by the contaminated
Blood; and
 - (f) That Canada breached its obligations under section 15 of the *Charter* in
excluding the Class Members in this action from the 1986 – 1990 Settlement
Agreement.
8. **THIS COURT ORDERS** that this claim seeks damages for the Class Members
for personal injuries arising as a result of the infection with the Hepatitis C
virus, including damages for:
- (1) pain and suffering;
 - (2) loss of income;
 - (3) out of pocket expenses;
 - (4) loss of care guidance and companionship; and
 - (5) loss of services in the home.

Common Issues

9. **THIS COURT ORDERS** that the common issues are defined as follows:

- (a) the standard of care applicable to Canada with respect to its role in regulating the collection, screening and testing of donated Blood to reduce the risk of transmission of the Hepatitis C virus;
- (b) whether or not the applicable standard of care was met by the Canada; and
- (c) whether Canada breached its obligations under section 15 of the *Charter* in excluding the Class Members in this action from the 1986 – 1990 Settlement Agreement.

Opt-Out Provisions

10. **THIS COURT ORDERS** that this Order is binding on all Class Members, including minors or mentally incompetent persons, unless they opt-out prior to the expiry of the Opt-out Period or are deemed to have opted-out pursuant to the terms of the Settlement Agreement.
11. **THIS COURT ORDERS** that Class Members may opt-out by delivering a notice in writing to the Administrator clearly stating the Class Member's intention to opt-out.
12. **THIS COURT ORDERS** that if an HCV Infected Class Member opts-out, all Family Members and Dependents whose claims are derived from the opted-out HCV Infected Class Member are deemed to have opted-out.
13. **THIS COURT ORDERS** that no person may opt-out a person under a disability from the Class Action without the leave of this Court on notice to the Public

Guardian and Trustee and/or the Children's Lawyer, or their equivalent in the person's province or territory of residence, as appropriate.

Notice of Certification and Settlement

14. **THIS COURT ORDERS** that the Plan for Notice of Certification and Settlement, attached hereto as Schedule C is approved, and that the Plan be fully implemented within 30 days of the Implementation Date with the cost to be paid by the Administrator as part of the cost of administration, and that the Opt-out Period shall expire 60 days from the last date on which the Notice of Certification and Settlement is published.

Binding Nature of this Order

15. **THIS COURT ORDERS** that this Order is binding on all Class Members, including minors or mentally incompetent persons, unless they opt-out or are deemed to have opted out on or before the opt-out deadline.
16. **THIS COURT ORDERS** that all Class Members, unless they have opted out prior to the expiry of the Opt-out Period, or are deemed to have opted out, have released each of the Releasees from any and all actions, including Charter Claims they have, may have had or in the future may acquire against any of the Releasees relating to or arising from the infection of an HCV Infected Class Member with Hepatitis C through the blood system during the Class Period.
17. **THIS COURT ORDERS** that the obligations assumed by Canada under the Settlement Agreement are in full and final satisfaction of all claims against the

Releasees, including Charter Claims, relating to or arising from the infection of an HCV Infected Class Member with Hepatitis C through the blood system during the Class Period and that the Approval Orders are the sole recourse on account of any and all claims referred to therein.

18. **THIS COURT ORDERS** that each Class Member who has not opted out prior to expiry of the Opt-out Period, or who has not been deemed to have opted out, has released each of the Releasees, and that he or she will not make any claim or demand, or take any actions or proceedings against any Releasee, including Charter Claims, relating to or arising from the infection of the HCV Infected Class Member with Hepatitis C through the blood system during the Class Period.
19. **THIS COURT ORDERS** that each Class Member who has commenced any action or proceeding, other than the Class Actions, must consent to a dismissal of such action or proceeding as against the Releasees without costs before receiving any payment under the Compensation Plan.
20. **THIS COURT ORDERS** that if a Class Member commences any action for compensation, including Charter Claims, relating to or arising from the infection of the HCV Infected Class Member with Hepatitis C through the blood system during the Class Period, that Class Member shall claim only several liability as against the defendants in such action in such a manner that no claim over against the Releasees can arise, and will indemnify and save Canada harmless against any third party claims or other claims over arising in that action.

Administration

21. **THIS COURT ORDERS** that Crawford Class Action Services is appointed as the Administrator of this settlement on the terms and conditions, with the powers, rights, duties and responsibilities set out in the Settlement Agreement.
22. **THIS COURT ORDERS** that appeals of decisions of the Administrator pursuant to section 16.01 of the Settlement Agreement shall be conducted in accordance with the Rules for Appeals attached to this Judgment as Schedule D.
23. **THIS COURT ORDERS** that KPMG Inc., administrator of the Red Cross Settlement, provide to Crawford Class Action Services information as to each person who received compensation under the Red Cross Settlement including the name of the claimant, the name of the Primarily Infected Class Member from whom the any derivative claimant's claim is derived, the address of the claimant, the date of birth of the claimant and such other information as may be required to accurately identify each person who received compensation under the Red Cross Settlement, and the amount of such compensation received.
24. **THIS COURT ORDERS** that The Canada Trust Company is hereby appointed at the Trustee of the Trust Fund on the terms and conditions, and with the powers, rights, duties and responsibilities set out in the Settlement Agreement.
25. **THIS COURT ORDERS** that TD Asset Management Inc. is hereby appointed as the Investment Advisor to the Trustee.

26. THIS COURT ORDERS that Mr. Randy Bennett is appointed as Court Monitor for the administration of the settlement.

27. THIS COURT ORDERS that the Children's Lawyer and the Public Guardian and Trustee shall be given notice of any motions to this Court for approval, amendment or rescission of any provision of this judgment, or the protocols relating to the implementation of the Settlement Agreement.

28. THIS COURT ORDERS that any amount payable under this Settlement to a party under a disability shall be paid as follows:

(a) In the case of a minor, payments shall be made to the Accountant of The Superior Court of Justice for minors residing in Ontario, or if the minor resides outside Ontario, to the Public Guardian and Trustee or such other person as the law provides in the Province or Territory in which the minor resides or is deemed to reside; or

(b) In the case of an adult party under a disability, to the Public Guardian and Trustee or such other person as the law provides in the Province or Territory where the adult person under a disability resides or is deemed to reside.

29. THIS COURT ORDERS that payments made to the Accountant of the Superior Court of Justice on behalf of minors residing in Ontario shall be paid out to them upon attaining the age of 18 years, subject to any order which the Court may in the meantime make.

30. THIS COURT ORDERS that where a minor or adult under a disability resides outside Ontario, the Public Guardian and Trustee or such other person as the law provides in the Province or Territory where the person resides or is deemed to reside shall determine the timing and manner of payment of such amount to or for the benefit of the minor or adult under a disability.

Confidentiality

31. THIS COURT ORDERS that all information in any form whatsoever received, obtained, compiled or created by the Administrator, Trustee, Investment Advisor, the Court Monitor, Fund Counsel or the Appeals Officers as a result of their involvement with the Settlement Agreement and the implementation of this judgment, including the claimant data, is to be held in confidence and is to be used or disseminated solely for the purpose of the administration and implementation of this judgment and is not to be used or disseminated for any other purposes whatsoever without a Court order.

32. THIS COURT ORDERS that the Administrator, the Trustee, the Investment Advisor, the Court Monitor, Fund Counsel or the Appeals Officers do not have and shall not obtain any interest of any nature or kind in the Claimants data and in any information received, obtained, compiled or created by him, her, them or in the course of the performance of their duties in the course of the administration of the Settlement Agreement or the implementation of this judgment.

33. THIS COURT ORDERS that the Administrator, the Trustee, the Investment Advisor, shall hold in trust for the Class Members legal title to the claimants' data

received, obtained, complied or created by the Administrator, the Trustee, the Investment Advisor, the Court Monitor, Fund Counsel or the Appeals Officers.

34. **THIS COURT ORDERS** that the Administrator, the Trustee and the Investment Advisor have no right, authority or ability to pledge the credit of the Trust Fund or in any way encumber the Trust Fund.
35. **THIS COURT ORDERS** that no Person may bring any action or take any proceeding against the Administrator, the Trustee, the Investment Advisor, the Court Monitor, Fund Counsel or the Appeals Officers, or their employees, agents, partners, associates, representatives, successors or assigns for any matter in any way relating to the administration of the Settlement Agreement or implementation of this judgment except with leave of the Court.
36. **THIS COURT ORDERS** that this action is dismissed as against Canada, without costs.
37. **THIS COURT ORDERS** that class counsel fees to Roy Elliott Kim O'Connor LLP are approved in the amount of \$11 million (\$11,000,000.00), plus GST on class counsel fees in the amount of \$660,000.00, plus \$54,328.67 for disbursements, plus taxes on disbursements of \$3,303.30, for a total of \$11,717,631.97. This Court authorizes the Trustee to pay this amount to Roy Elliott Kim O'Connor LLP in accordance with section 14.04 of the Settlement Agreement.
38. **THIS COURT ORDERS** that judgments or orders may be sought by the parties from this Court in such form as is necessary to implement and enforce the provisions

of the Settlement Agreement and to supervise the ongoing performance of the Settlement Agreement, and that, pursuant to its case management powers under the *Class Proceedings Act, 1992*, this Court shall maintain a continuing supervisory role in this action.



Justice Warren K. Winkler

ENTERED AT / INSCRIT À TORONTO
ON / BOOK NO:
LE / DANS LE REGISTRE NO.:

AUG 07 2007

AS DOCUMENT NO.:
À TITRE DE DOCUMENT NO.:
PER / PAR:



COUR SUPÉRIEURE

CANADA
PROVINCE DE QUÉBEC
DISTRICT DE MONTRÉAL

N° : 500-06-000065-983

DATE : LE 7 JUIN 2007

SOUS LA PRÉSIDENTE DE : L'HONORABLE DANIEL H. TINGLEY, J.C.S.

GUY DESJARDINS

et

JEAN ROCHON

Requérants

c.

LE PROCUREUR GÉNÉRAL DU CANADA

Intimé

et

LE CURATEUR PUBLIC DU QUÉBEC

et

FONDS D'AIDE AUX RECOURS COLLECTIFS

Mis en cause

JUGEMENT

[1] Les requérants, Guy Desjardins et Jean Rochon, désirent être autorisés à exercer un recours collectif pour les fins d'approbation d'un règlement hors cour au bénéfice des personnes physiques faisant partie du groupe ci-après décrit dont ils sont eux-mêmes membres, à savoir :

Tous les membres des recours collectifs directement infectés par le VHC, toutes les personnes indirectement infectées, tous les représentants personnels au titre du VHC, ainsi que tous les membres de la famille et les personnes à charge, excluant toutes les personnes qui ont décidé de s'exclure d'un recours collectif

500-06-000065-983

PAGE 2

ou qui sont réputées s'en être exclues» ci-après désignés : « membre des recours collectifs »

Étant entendu que les termes susmentionnés sont plus amplement définis à la Convention de règlement relative à l'hépatite C visant la période antérieure à 1986 et la période postérieure à 1990 (ci-après « *Convention de règlement* »), laquelle a été déposée au soutien de la présente requête comme pièce R-1 ci-après nommé : « le groupe »

LES PROCÉDURES

[2] Le 1^{er} avril 1998, une requête en autorisation d'exercer un recours collectif a été déposée par Jean Drapeau contre le Procureur général du Canada (ci-après désigné : le Canada) et d'autres intimés, à la Cour supérieure du district de Montréal, sous le numéro 500-06-000065-983, laquelle fut amendée à quelques reprises notamment pour y substituer Guy Desjardins et Jean Rochon comme requérants;

[3] Le 20 juillet 1998, devant les implications financières susceptibles de découler notamment de l'ensemble des recours individuels et collectifs qui pesaient contre la Société canadienne de la Croix Rouge, cette dernière s'était prévalu de la protection offerte par la *Loi sur les arrangements avec les créanciers des compagnies*, S.R.C 1985, c.C-36 (ci-après appelée la «LACC»);

[4] Le 10 juillet 2001, le Tribunal, approuvait un premier règlement avec la Société canadienne de la Croix Rouge, réservant les recours des membres du groupe contre les deux autres intimés, soit le Procureur général du Québec et le Procureur général du Canada, le tout tel qu'il appert des décisions rendues dans le dossier *Surprenant c. Société canadienne de la Croix Rouge et al.* C.S. Montréal, le 10 juillet 2001, 500-06-000120-002, J. D. H Tingley et le 14 septembre 2001;

[5] Le 27 janvier 2004, le Tribunal, approuvait un second règlement avec le Procureur général du Québec, réservant les recours des membres du groupe contre l'intimé Procureur général du Canada, le tout tel qu'il appert de la décision rendue dans le dossier *Pontbriand c. Procureur général du Québec et al.* C.S. Montréal, le 27 janvier 2004, 500-06-000218-038, J. D. H Tingley;

[6] Les procédures mentionnées précédemment allèguent notamment que l'intimé y mentionné a commis diverses fautes ayant contribué à contaminer les membres du groupe du virus de l'hépatite C, suite à la transfusion de sang ou de produits sanguins reçus dans les années précédant le 1^{er} janvier 1986 et suivant le 1^{er} juillet 1990, le tout tel qu'il est plus amplement décrit aux requêtes susmentionnées;

[7] Ces allégués ont toujours été niés par l'intimé;

500-06-000065-983

PAGE 3

[8] La période visée par les présentes a été déterminée notamment en considération de la Convention de règlement conclu entre le Canada, les provinces et les territoires le 15 juin 1989 au seul bénéfice des personnes infectées par l'hépatite C par l'entremise du système canadien d'approvisionnement en sang entre le 1^{er} janvier 1986 et le 1^{er} juillet 1990 et les hémophiles infectés par l'hépatite C qui ont reçu du sang durant cette période, ci-après désigné la «*Convention de règlement relative à l'hépatite C 1986-1990*»

L'HISTORIQUE DU DOSSIER

[9] Les faits concernant la contamination du sang au Canada par l'hépatite C ont fait l'objet d'investigations et ont été amplement reportés par la Commission Krever.

[10] Rappelons néanmoins que moins de deux mois après le jugement autorisant l'exercice du recours collectif au nom des victimes de l'hépatite C infectées entre 1986 et 1990 (*Honhon c. Procureur général du Canada et al.*, C.S. Montréal, 500-06-000016-960, le 23 février 1998, J. D Grenier), soit le 27 mars 1998, les gouvernements fédéral et provinciaux annonçaient la création d'un Programme d'indemnisation de 1,1 milliard de dollars destiné seulement à ce dernier groupe de victimes, la *Convention de règlement relative à l'hépatite C 1986-1990*;

[11] Les personnes infectées avant le 1^{er} janvier 1986 ou après le 1^{er} juillet 1990 n'étaient pas éligibles à ce Programme;

[12] Malgré les critiques du public et une motion d'opposition déposée en Chambre des communes, le gouvernement fédéral a refusé de changer sa position pour élargir l'étendue de la compensation;

[13] Les procureurs des membres du groupe, en collaboration avec les procureurs en demande des autres provinces ont, dès lors, poursuivi sans relâche les procédures judiciaires parallèlement à diverses démarches visant à contacter politiciens et groupes de victimes, à préparer des demandes d'accès à l'information et des mémos destinés aux médias et aux politiciens jusqu'à ce qu'en novembre 2004, le Ministre de la santé Dosanjh annonce l'intention du gouvernement d'entamer des discussions avec les procureurs des membres du groupe;

[14] Un «*Memorandum of Understanding*» a été conclu entre les parties en novembre 2005;

[15] Suite à des négociations complexes, une entente cadre a été conclue, le 23 juin 2006, entre l'intimé et les procureurs des membres du groupe, laquelle établissait les éléments d'une entente pour les victimes qui ont été infectées par le système en approvisionnement du sang du virus de l'hépatite C avant le 1^{er} janvier 1986 et après le 1^{er} juillet 1990;

500-06-000065-983

PAGE 4

[16] Le 14 décembre 2006, les parties ont conclu une convention de règlement détaillée, soit la *Convention de règlement*, dont copie a été produite comme pièce R-1, dans sa version française et anglaise;

AVIS D'AUDITION DE L'APPROBATION DE CONVENTION DE RÈGLEMENT

[17] Le 19 décembre 2006, le Tribunal accordait selon ses conclusions la requête pour approbation des avis aux membres avisant les membres du recours de la tenue de l'audition sur l'approbation de la *Convention de règlement* le 7 février 2007;

[18] À l'audition les procureurs des requérants ont présenté leur argumentation au soutien des conclusions de leur requête en approbation d'une transaction. Sur la question des avis aux membres la preuve documentaire au dossier démontre à la satisfaction du Tribunal que les avis ont été publiés conformément à l'ordonnance à cet effet;

LA CONVENTION DE RÈGLEMENT

[19] La *Convention de règlement* est un règlement national qui mettra un terme à toutes les réclamations, non encore réglées, contre l'intimé, incluant les réclamations faites en vertu de la Charte, ayant trait ou attribuables de quelque manière que ce soit à l'infection par le VHC des *membres des recours collectifs* par l'entremise du système d'approvisionnement en sang au cours de la *période visée par les recours collectifs*;

[20] Des recours collectifs ont été intentés dans les juridictions suivantes : Québec, Colombie-Britannique, Ontario et Alberta. Toute réclamation déposée par un membre des recours collectifs résident de Terre-Neuve et Labrador, Nouvelle-Écosse, Île-du-Prince-Édouard, Nouveau-Brunswick, Manitoba, Saskatchewan, Nunavut, Territoires du Nord-Ouest, Territoire du Yukon ou résidant à l'extérieur du Canada se classeront sous les définitions du groupe des procédures ontariennes. Ces parties seront liées par le jugement d'approbation rendu par la Cour supérieure de l'Ontario;

[21] Conditionnellement à l'approbation du Tribunal, la *Convention de règlement* prévoit que le Canada s'engage à payer :

- (a) neuf cent soixante-deux millions de dollars (962 000 000\$) pour l'indemnisation des membres des recours collectifs;
- (b) vingt millions de dollars (20 000 000\$) pour les coûts d'administration du règlement, montant qui ne peut être excédé qu'avec approbation du Tribunal;
- (c) trente-sept millions deux cent quatre-vingt-dix mille dollars (37 290 000\$) pour les honoraires des *conseillers juridiques des recours collectifs*, plus deux millions deux cent trente-sept mille quatre cents dollars (2 237 400\$)

500-06-000065-983

PAGE 5

pour la TPS et un million trois cent soixante-dix-huit mille cent soixante-quinze dollars (1 378 175\$) pour la TVP sur les honoraires;

- (d) cinq cent mille dollars (500 000\$) pour les débours, plus trente mille dollars (30 000\$) pour la TPS et quarante mille dollars (40 000\$) pour la TVP sur les débours;

pour un total d'un milliard vingt-deux millions neuf cent cinq mille cinq cent soixante-quinze dollars (1 022 905 575\$).

[22] La *Convention de règlement* prévoit que les personnes qui sont éligibles au terme de la *Convention de règlement relative à l'hépatite C 1986-1990* sont exclues du présent règlement;

INDEMNISATION DES MEMBRES DES RECOURS COLLECTIFS RECONNUS INFECTÉS PAR LE VHC

[23] La *Convention de règlement* est fondée sur des principes de parité avec le règlement relatif à l'hépatite C 1986-1990, une indemnisation efficace des *membres des recours collectifs* et une minimisation des dépenses et des délais administratifs;

[24] La contribution du Canada au règlement relatif à l'hépatite C 1986-1990 constituait huit onzièmes (8/11) du total du fonds d'indemnisation et donc le Canada payera 8/11 de tout versement destiné aux membres des recours collectifs dans le cadre de la présente *Convention de règlement*;

[25] Les parties ont convenu d'appliquer une approche à valeur actualisée dans le cadre de laquelle un membre des recours collectifs admissible à une indemnisation recevra un seul et unique versement forfaitaire en fonction du niveau d'infection de la maladie et les prévisions de progression de la maladie;

[26] Pour déterminer la probabilité de la progression de la maladie, les parties ont utilisé le modèle médical développé par le Dr Murray Krahn et autres, dans le cadre de l'application de la *Convention de règlement relative à l'hépatite C 1986-1990*. Le rapport de ce dernier se retrouve en annexe à l'affidavit du Dr Ma, expert retenu par les conseillers juridiques en recours collectif, qui confirme qu'il est raisonnable de se baser sur le modèle de Krahn pour faire des suppositions quant à la progression future de la maladie des membres des recours collectifs, copie de l'affidavit du Dr Ma ayant été produite comme pièce R-4;

[27] Les montants figurant à la *Convention de règlement* ont été établis selon une méthode plus amplement expliquée dans l'affidavit de Peter Gorham, expert retenu par l'intimé et produit par l'intimé, conclusions auxquelles souscrit l'expert des procureurs des requérants, Darren Benning, tel qu'il appert de l'affidavit de Darren Benning produit comme pièce R-3;

500-06-000065-983

PAGE 6

[28] Chaque membre des recours collectifs reconnu infecté par le VHC vivant, sera indemnisé conformément au tableau d'indemnisation figurant à l'Annexe C1 de la *Convention de règlement*, en fonction de son année de naissance et de son niveau d'infection, sous réserve des déductions stipulées à la *Convention de règlement*. À ce montant, pourra être ajouté pour les membres ayant atteint un niveau d'infection 4 ou supérieur :

1. Une réclamation pour perte de revenu net passée
2. Une réclamation pour perte passée des services domestiques

PERTE DE REVENU NET PASSÉE

[29] Un membre des recours collectifs infecté par le VHC à un niveau d'infection 4 ou supérieur ou un représentant personnel au titre du VHC d'un membre des recours collectifs infecté par le VHC à un niveau d'infection 4 ou supérieur qui est décédé le 1^{er} janvier 1999 ou après, sur preuve présentée à l'administrateur à l'effet que l'infection par le VHC du membre des recours collectifs infecté par le VHC a entraîné une perte de revenu net passée, peut réclamer :

- (i) 8/11 de 70% de sa perte de revenu net passée pour chaque année avant qu'il ou elle n'ait atteint l'âge de soixante-cinq (65) ans;
- (ii) Le «Revenu net réclamable » correspondant au manque à gagner par rapport au revenu moyen des trois meilleures années consécutives de revenu gagné, jusqu'à un maximum de 75 000\$;

[30] Selon la valeur du Fonds au 30 juin 2010, 30 juin 2013 et 30 juin 2016, les procureurs des membres du groupe pourront s'adresser aux tribunaux pour obtenir des directives quant à l'annulation rétroactive et prospective, en totalité ou en partie, de la limite de 70% et de la limite de soixante-quinze mille dollars (75 000\$);

PERTE PASSÉE DES SERVICES DOMESTIQUES

[31] Un membre des recours collectifs infecté par le VHC à un niveau d'infection 4 ou supérieur ou un représentant personnel au titre du VHC d'un membre des recours collectifs infecté par le VHC à un niveau d'infection 4 ou supérieur qui est décédé le 1^{er} janvier 1999 ou après, sur preuve présentée à l'administrateur à l'effet que l'infection du membre des recours collectifs infecté par le VHC a entraîné son incapacité de s'acquitter de ses tâches domestiques, peut réclamer :

Le montant de l'indemnisation pour perte passée des services domestiques de 8/11 de 12\$ l'heure, jusqu'à concurrence de 8/11 de 240 \$ par semaine;

500-06-000065-983

PAGE 7

[32] Aucune réclamation pour perte de revenu net passée et pour perte passée de services domestiques ne peut être faite pour la même période;

MEMBRE DÉCÉDÉ AVANT LE 1^{ER} JANVIER 1999 À CAUSE DE L'INFECTION AU VHC ET INFECTÉ À UN NIVEAU D'INFECTION 4 OU SUPÉRIEUR

[33] La Convention de règlement prévoit l'indemnisation d'un membre décédé avant le 1^{er} janvier 1999 sur preuve que le décès du membre a été causé par son infection par le VHC, et que le membre a atteint le niveau d'infection 4, ou supérieur, pour les sommes suivantes :

- 1- Au remboursement des frais funéraires jusqu'à concurrence de 8/11 de 5 000\$;

ET

- 2- Au paiement de 8/11 de 45 000\$ en règlement intégral de toutes les réclamations;

ET

- 3- Toute somme pouvant être réclamé à titre de réclamations des personnes à charge et des autres membres de la famille aux termes de l'article quatre;

OU

- 1- 8/11 de 108 000\$ en règlement intégral de toutes *réclamations* (incluant toute *réclamations des personnes à charge* et des autres *membres de la famille* aux termes de l'article quatre);

Ces paiements ne porteront pas atteinte à la réclamation personnelle d'une personne qui est aussi un membre des recours collectifs infecté par le VHC;

MEMBRE DÉCÉDÉ LE OU APRÈS LE 1^{ER} JANVIER 1999 D'UNE CAUSE AUTRE QUE L'INFECTION AU VHC ET INFECTÉ À UN NIVEAU D'INFECTION 4 OU SUPÉRIEUR

[34] La Convention de règlement prévoit l'indemnisation d'un membre décédé le ou après le 1^{er} janvier 1999 d'une cause autre que l'infection au VHC et que le membre a atteint le niveau d'infection 4, ou supérieur, pour les sommes suivantes :

- 1- Le montant prévu à l'Annexe C2 en fonction du niveau d'infection le plus élevé atteint à la date du décès;

500-06-000065-983

PAGE 8

ET

- 2- Une réclamation pour perte de revenu net passée, ou une réclamation pour perte passée des services domestiques;

MEMBRE DÉCÉDÉ LE OU APRÈS LE 1^{er} JANVIER 1999 À CAUSE DE L'INFECTION AU VHC

[35] La Convention de règlement prévoit l'indemnisation en cas de décès le ou après le 1^{er} janvier 1999 sur preuve que le décès du membre a été causé par son infection par le VHC, et que le membre a atteint le niveau d'infection 4, ou supérieur, pour les sommes suivantes :

- 1- Le montant prévu à l'Annexe C2 en fonction du niveau d'infection le plus élevé atteint à la date du décès;

ET

- 2- Le remboursement des frais funéraires jusqu'à concurrence de 8/11 de 5 000\$;

ET

- 3- Une réclamation pour perte de revenu net passée ou une réclamation pour perte passée des services domestiques;

ET

- 4- Toute somme pouvant être réclamée à titre de réclamations des personnes à charge et des autres membres de la famille aux termes de l'article quatre.

Ces paiements ne porteront pas atteinte à la réclamation personnelle d'une personne qui est aussi un membre des recours collectifs infecté par le VHC

[36] La Convention de règlement stipule que chaque membre reconnu de la famille recevra un montant d'indemnisation prévu à l'Annexe C3A en fonction du niveau d'infection du membre des recours collectifs infecté par le VHC, ou selon le niveau d'infection du membre des recours collectifs infecté par le VHC dont le décès a été causé par son infection au VHC;

500-06-000065-983

PAGE 9

PERSONNES À CHARGE DE MEMBRE DÉCÉDÉ

[37] Lorsque le membre des recours collectifs infecté par le VHC est décédé, les personnes reconnues à charge du membre des recours collectifs infecté par le VHC ont droit à une indemnisation prélevée sur le « fonds d'indemnisation des pertes économiques passées et des personnes à charge » et calculée conformément aux Annexes C4, C5 et C6, selon ce qui suit :

[38] 70% du montant des dommages pour perte de revenu passée (art. 2.05) et ce, jusqu'à la date à laquelle le membre des recours collectifs infecté par le VHC aurait eu 65 ans;

[39] Ainsi que la perte passée des services domestiques du membre des recours collectifs infecté par le VHC après la date à laquelle le membre des recours collectifs infecté par le VHC aurait eu 65 ans;

CO-INFECTION VHC ET VIH

[40] Aucune somme ne sera payée à moins que les réclamations dues au représentant personnel reconnu au titre du VHC et les réclamations des personnes à charge et autres membres de la famille du membre des recours collectifs infecté par le VHC qui est décédé, ne dépassent globalement 240 000\$, pour un membre des recours collectifs décédé avant ou après le 1^{er} janvier 1999 et infecté par le VHC et par le VIH;

[41] Pour un hémophile directement infecté par le VHC et par le VIH et décédé avant le 1^{er} janvier 1999, il y a la possibilité pour le représentant personnel au titre du VHC et toutes les personnes à charge et autres membres de la famille de convenir de recevoir les 8/11 de 64 800\$ en règlement intégral de toutes leurs réclamations. Ce paiement ne portera pas atteinte à la réclamation personnelle d'une personne qui est aussi un membre des recours collectifs infecté par le VHC;

THALASSÉMIE MAJEURE

[42] Les membres des recours collectifs atteints de thalassémie majeure ont le droit de présenter les preuves requises à des fins d'indemnisation comme s'ils étaient des hémophiles directement infectés;

INDEXATION ET IMPÔT

[43] Les montants d'indemnisation se trouvant aux Annexes C1, C2, C3 et C3A de la Convention de règlement, R-1, seront indexés annuellement à partir du 1^{er} janvier 2007 et seront rajustés à compter du 1^{er} janvier 2008;

500-06-000065-983

PAGE 10

[44] Le montant d'indemnisation payé à un membre des recours collectifs ou qu'il a reçu au terme de la Convention de règlement, n'aura pas à être inclus dans son revenu en vertu de la *Loi de l'impôt sur le revenu du Canada*;

PROCÉDURE D'ENQUÊTE

[45] La Convention de règlement prévoit que l'administrateur doit rejeter la réclamation d'une personne si les résultats d'une procédure d'enquête révèlent que :

- (a) lorsque pour une personne directement infectée qui n'a pas reçu de sang avant le 1^{er} janvier 1986, un donneur ou une unité de sang reçu à quelque moment que ce soit entre le 1^{er} janvier 1986 et le 1^{er} juillet 1990 inclusivement, par la personne directement infectée, était anti-VHC positif;
- (b) lorsqu'aucun donneur ou unité de sang reçu par la personne directement infectée au cours de la période visée par les recours collectifs n'est ou n'était anti-VHC positif;

PROTOCOLES APPROUVÉS PAR LES TRIBUNAUX ET PROCÉDURES STANDARD D'OPÉRATION

[46] Des protocoles approuvés par les tribunaux et procédures standard d'opération devront être convenus par les parties, lesquels devront refléter, dans la mesure appropriée, ceux établis au terme de la *Convention de règlement relative à l'hépatite C 1986-1990*;

DATES LIMITES

[47] La date limite pour déposer une première réclamation est le 30 juin 2010, sauf si :

- (i) le membre n'a pas déposé de réclamation dans les délais pour des motifs ne relevant pas de sa faute;
- (ii) la demande a été déposée par un membre de la famille ou une personne à charge dans le délai d'un an suivant la date d'approbation de la réclamation déposée pour le compte du membre des recours collectifs infecté par le VHC duquel découle leur réclamation;

[48] La réclamation a été déposée dans un délai d'un an suivant la date où le réclamant a atteint l'âge de la majorité;

OU

- (i) La réclamation est déposée dans les trois ans suivant la date où le membre des recours collectifs infecté par le VHC a appris, pour la

500-06-000065-983

PAGE 11

première fois, qu'il était infecté par le VHC après avoir reçu du sang au cours de la période visée et pour lequel un tribunal compétent lui a accordé l'autorisation de formuler une demande d'indemnisation;

[49] Toutefois, la date finale pour soumettre une réclamation au terme de la présente convention est le 30 juin 2016;

SUFFISANCE DU FONDS D'INDEMNISATION

[50] La *Convention de règlement* prévoit que les obligations du Canada de financer l'entente sont limitées aux montants prévus par la *Convention de règlement*. Ainsi, pour minimiser le risque d'insuffisance du fonds d'indemnisation, les procureurs des membres du groupe ont incorporé un nombre de mécanismes et de calculs dans l'entente ayant pour but de protéger l'aptitude du fonds d'indemnisation à rencontrer ses obligations;

[51] Le montant du fonds d'indemnisation, soit 962\$ millions, a été négocié en tenant compte de certains paramètres et hypothèses;

[52] L'un des paramètres était la cohorte, soit le nombre de réclamants potentiel;

[53] Pour établir la cohorte, les procureurs des membres du groupe pouvaient compter sur l'expérience déjà acquise en 2001 dans le cadre du règlement conclu avec la Société canadienne de la Croix-Rouge pour les personnes infectées par l'hépatite C avant le 1^{er} janvier 1986 ou entre le 1^{er} juillet 1990 et le 28 septembre 1998;

[54] Sur approbation du Tribunal, les procureurs des membres du groupe ont eu accès à des informations non nominatives qui ont révélé que 5,623 réclamants avaient été acceptés dans l'entente de la Croix-Rouge. Pour tenir compte de la possibilité que des réclamants additionnels se présentent dans le futur, ce nombre a été augmenté de 15%, pour établir la cohorte à un nombre potentiel de 6,446 membres;

[55] L'information reçue sur les réclamants de la Croix-Rouge incluait l'âge des membres et le nombre de membres qui étaient décédés;

[56] Afin de mettre à jour ces informations, les procureurs des membres du groupe ont réalisé un sondage auprès des réclamants de la Croix-Rouge pour obtenir de l'information relativement à l'année de la transfusion, au nombre de réclamants décédés et la date de décès de ces réclamants. Sur 5,623 questionnaires envoyés aux réclamants, 3,899 ont été complétés et retournés;

[57] Comme la Convention de la Croix-Rouge prévoyait un montant fixe payé sans égard au niveau d'infection, les données de la Croix-Rouge ne contenaient pas d'informations qui pouvaient alder les conseillers juridiques en recours collectif dans la détermination de la manière dont le groupe serait distribué parmi les divers niveaux d'infection. Les conseillers juridiques des recours collectifs ont obtenu de l'information

500-06-000065-983

PAGE 12

non nominative de l'entente 86-90 sur cette distribution en fonction des niveaux d'infection et ont adapté cette information aux particularités du groupe visé par la présente Convention de règlement;

[58] En somme, dans la détermination des montants nécessaires pour financer la *Convention de règlement*, les parties ont utilisé les données de l'entente de la Croix-Rouge, l'information obtenue du sondage et les données de l'entente 86-90 sur la distribution en fonction du niveau d'infection;

[59] Une fois ce montant déterminé, d'autres mesures ont été prises pour assurer la suffisance du fonds d'indemnisation :

- (a) Le montant total de l'entente a été majoré par 2.5% afin de prévoir la possibilité de variations adverses dans les hypothèses de répartition des membres par niveau d'infection;
- (b) Les pertes de revenus passés ont été plafonnés à 70% et le plafond pour le revenu annuel a été fixé à 75 000\$;
- (c) Après avoir calculé les montants de paiements en accord avec les hypothèses actuarielles, une réduction de 10% a été appliquée à tous les paiements;

[60] Les limites ainsi prévues aux alinéas (b) et (c) du paragraphe précédent pourront par ailleurs être levées, en tout ou en partie, par jugement du Tribunal. Pour ce faire, les procureurs des membres du groupe pourront formuler une requête aux tribunaux afin de déterminer la suffisance du fonds d'indemnisation dans les 120 jours suivant le 30 juin 2010, le 30 juin 2013 et le 30 juin 2016;

[61] Le Tribunal est d'avis que les mesures prises par les parties fournissent une protection raisonnable contre la possibilité d'insuffisance du fonds d'indemnisation;

PRIME D'EXPÉRIENCE DES RÉCLAMATIONS

[62] Sous réserve de la suffisance du fonds d'indemnisation, le Tribunal pourrait ordonner que chaque membre des recours collectifs reconnu infecté par le VHC ou chaque représentant personnel reconnu au titre du VHC pour un membre des recours collectifs reconnu infecté par le VHC reçoive une prime d'expérience des réclamations qui ne devra pas dépasser un neuvième (1/9) du montant d'indemnisation reçu par ce membre des recours collectifs reconnu infecté par le VHC;

[63] Cette procédure est juste et raisonnable et fera en sorte d'assurer que le fonds d'indemnisation est suffisant pour indemniser les membres des recours collectifs;

PÉRIODE D'EXCLUSION DU RECOURS («OPT OUT»)

[64] La *Convention de règlement* propose que les membres des recours collectifs puissent s'exclure du recours à l'intérieur d'une période de 60 jours de la date de la publication de l'avis d'approbation;

[65] Les membres qui ne se sont pas prévalus de l'exclusion devront signer une quittance en faveur des renoncataires et chaque recours collectif sera rejeté contre les renoncataires sans frais à la date d'approbation;

[66] Le Tribunal estime qu'une période d'exclusion de 60 jours, de la date de la publication de l'avis d'approbation, est adéquate.

FIDUCIAIRE, CONSEILLER FINANCIER ET GESTIONNAIRE DES RÉCLAMATIONS

[67] Les procureurs des membres du groupe recommandent La Société Canada Trust à titre de fiduciaire du fonds d'indemnisation et TD Gestion de Placements à titre de conseiller financier du fiduciaire. Une copie du résumé de services de La Société Canada Trust et du résumé de services de TD Gestion de Placements a été jointes comme pièce R-5;

[68] Le Tribunal estime qu'il est dans l'intérêt des membres des recours collectifs que La Société Canada Trust soit nommée fiduciaire du fonds d'indemnisation et que TD Gestion de Placements soit nommée à titre de conseiller financier du fiduciaire;

[69] En ce qui concerne le gestionnaire des réclamations, des demandes de soumissions ont été expédiées à KPMG, Samson Bélair Deloitte / Touche, Crawford Class Action Services, Ernst & Young and The Bruneau Group en date du 22 décembre 2006;

[70] Des soumissions ont été reçues de :

- (a) Crawford Class Action Services
- (b) Deloitte
- (c) The Bruneau Group
- (d) Ernst & Young

KPMG a décliné de faire une soumission alléguant une insuffisance d'information;

[71] Après étude des différentes soumissions, les procureurs des membres du groupe ont proposé au Tribunal la firme Deloitte pour agir à titre de gestionnaire des réclamations;

500-06-000065-983

PAGE 14

[72] Toutefois, le Tribunal retient comme gestionnaire des réclamations la firme Crawford Class Action Services, estimant qu'elle a l'expérience nécessaire en ce qui a trait à l'administration de ce recours collectif;

[73] Les parties ont, depuis l'audition sur l'approbation de la Convention de règlement, rédigé un protocole d'appel qui prévoit des règles pour la procédure d'appel des décisions du Gestionnaire et la nomination d'un Conseiller juridique du Fonds et d'Agents d'appel, le tout tel qu'il appert du protocole d'appel, pièce R-6;

APPROBATION DU RÈGLEMENT

[74] Comme l'enseigne la jurisprudence, le Tribunal, une fois satisfaite des questions de preuve et de procédure doit également établir que l'entente qu'on lui demande d'approuver est, dans les circonstances, juste, équitable et dans le meilleur intérêt des membres. Les procureurs des parties ont soumis au Tribunal de la jurisprudence énumérant les critères devant guider le tribunal dans son appréciation en cette matière;

[75] Tel qu'allégué à la requête, les requérants, Guy Desjardins et Jean Rochon, ont suivi de près l'ensemble des démarches et procédures susmentionnées et ont discuté exhaustivement avec leurs procureurs des termes et conditions de l'entente et de ses modalités de distribution et s'en sont déclaré satisfaits;

[76] Le Tribunal rappelle d'ailleurs que les aspects légaux entourant ce dossier présentaient des difficultés non négligeables au plan de la responsabilité de l'État, dans un contexte où les tests de sang étaient inexistant à certaines périodes, où le Canada répondait sur une base conjointe de la responsabilité de la Société canadienne de la Croix-Rouge et qu'un grand nombre de membres aurait fort probablement vu leur réclamation prescrite;

[77] La *Convention de règlement* permet aux membres du groupe de recevoir des indemnités substantielles, se comparant avantageusement à nombre de règlements similaires;

[78] Les sommes obtenues n'ont par ailleurs aucunement été réduite, par rapport à celles prévues au terme de l'entente négociée au bénéfice des victimes infectées entre 1986 et 1990, pour tenir compte des difficultés juridiques inhérentes au dossier;

[79] De par les termes de la *Convention de règlement*, les réclamations des membres du groupe ne sont sujettes à aucune prescription;

[80] Compte tenu de ce qui précède, le Tribunal est pleinement satisfait des représentations des parties et de leurs procureurs et n'hésite pas à reconnaître que la *Convention de règlement* est juste et raisonnable et dans les meilleurs intérêts des membres du groupe;

500-06-000065-983

PAGE 15

[81] En outre, le Tribunal a lu un projet de jugement et fait sien les motifs de l'honorable juge Vital Ouellette de la *Court of Queen's Bench of Alberta* dans *Adrian v. Canada (Attorney General)*, portant sur cette même *Convention de règlement*;

APPROBATION DES HONORAIRES

[82] Les procureurs des membres du groupe avaient signé un premier mandat professionnel et convention d'honoraires extrajudiciaires avec monsieur Jean Drapeau, le 23 mars 1998, produit comme pièce R-1 de la requête en approbation des honoraires et un second mandat avec messieurs Guy Desjardins et Jean Rochon, le 22 mai 2001, produit comme R-2 de la requête en approbation des honoraire fixant les honoraires extrajudiciaire à 20% des sommes obtenues;

[83] Au terme de la Convention, l'alinéa 14.01 (1) stipule :

14.01 Honoraires des *conseillers juridiques des recours collectifs* et débours

- (1) Après avoir négocié le montant d'indemnisation des *membres des recours collectifs* et les frais d'administration, les parties ont négocié et ont convenu que le *Canada* paierait trente-sept millions deux cent quatre-vingt-dix mille dollars (37 290 000\$) plus la TPS et les autres taxes et impôts applicables, pour couvrir les honoraires des *conseillers juridiques des recours collectifs*, plus les débours sur lesquels les parties doivent s'entendre et que doivent approuver les tribunaux, jusqu'à un maximum de cinq cent mille dollars (500 000\$) plus la TPS et les autres taxes applicables

[84] Ainsi les honoraires de 37 290 000\$ pour l'ensemble des procureurs canadiens n'affectent aucunement la valeur du Fonds attribué aux membres du groupe, ayant été négociés en sus de ces montants;

[85] De cette somme, les procureurs des membres du groupe ont convenu entre eux de la répartition suivante d'une province à l'autre :

Klein Lyons	11 000 000,00\$
Roy Elliott Kim O'Connor LLP	11 000 000,00\$
Lauzon Bélanger inc.	7 645 000,00\$
Procureurs du groupe de l'Alberta :	7 645 000,00\$

500-06-000065-983

PAGE 16

(Kolthammer Batchelor & Laidlaw LLP
Marshall Attorneys
Docken & Co. LLP)

pour un total de : 37 290 000,00\$

[86] En ce qui a trait à la négociation qui a conduit à la détermination de cette somme de 37 290 000\$ l'entente expose ce qui suit :

14.02 Calcul des honoraires

Le *Canada* a employé une méthode basée sur le décompte des heures et sur des multiplicateurs pour calculer le montant global que le *Canada* croit approprié pour les honoraires des *conseillers juridiques des recours collectifs*. Il est reconnu que les procureurs des membres du groupe n'ont ni accepté, ni convenu que leurs honoraires soient calculés exclusivement en suivant la méthode du décompte des heures et des multiplicateurs. Les procureurs des membres du groupe ont accepté la somme globale convenue par le *Canada* pour régler leurs honoraires. Les parties conviennent que la répartition de la somme globale entre les procureurs des membres du groupe est à déterminer par les procureurs des membres du groupe. Les *procureurs des membres du groupe* ont négocié séparément entre eux et ils ont déterminé la répartition de la somme globale entre les quatre groupes qui font partie de l'ensemble des *conseillers juridiques des recours collectifs*. Les honoraires convenus des *conseillers juridiques des recours collectifs* doivent recevoir l'approbation des tribunaux.

[87] Les procureurs des membres du groupe ont fait des représentations au Tribunal et ont rappelé la jurisprudence applicable en l'espèce. Les procureurs ont déposé un affidavit expliquant la méthode retenue pour établir les honoraires;

[88] La Convention R-1 alléguée ci-avant en est une de type «Contingency Fees» à savoir que les requérants et les membres du groupe n'avaient rien à payer aux procureurs à moins d'un résultat qui leur soit bénéfique;

[89] Le Tribunal a déjà conclu que l'entente approuvée par les présentes était juste et raisonnable et dans le meilleur intérêt des membres du groupe;

500-06-000065-983

PAGE 17

[90] Les procureurs des membres du groupe ont convenu de ne pas exiger le plein montant des honoraires correspondant au pourcentage prévu au mandat accordé par les requérants;

[91] En ce qui a trait à la part accordée aux procureurs des membres du groupe, la somme de 7 645 000\$ correspond à un pourcentage de moins de 5% de la valeur de l'entente en proportion du nombre de membres provenant du Québec (soit environ 16% du groupe);

[92] Pour se satisfaire de la raisonnablement du pourcentage retenu par les procureurs des membres du groupe, le Tribunal peut parfois se référer à la méthode d'analyse reposant sur le décompte des heures auquel ont appliqué un multiplicateur;

[93] Selon les représentations des procureurs et la preuve présentée, les honoraires demandés de 7 645 000\$ correspondraient à un multiplicateur d'environ 3,75;

[94] À titre de comparable, il y a lieu de rappeler que le Tribunal a déjà eu l'occasion d'approuver, dans le cadre du règlement impliquant la Société canadienne de la Croix-Rouge initialement visée par le présent dossier, des honoraires dont la valeur correspondait à un multiplicateur de 4,43;

[95] Les procureurs ont investi énormément de temps dans ce recours collectif, avec les risques et les difficultés inhérentes que présentait ce dossier;

[96] Le résultat obtenu, se comparant avantageusement avec l'entente conclue avec les personnes infectées entre 1986 et 1990, n'a aucunement été affecté par quelque réduction due aux difficultés juridiques du dossier comme l'aurait souhaité au départ l'intimé;

[97] Compte tenu de la nature du litige, des risques encourus, des difficultés, de l'importance de l'affaire, de la responsabilité assumée, du temps consacré et du résultat obtenu, des termes de la convention d'honoraires intervenue avec messieurs Guy Desjardins et Jean Rochon, le Tribunal que les sommes demandées par les procureurs en honoraires et déboursés judiciaires et extrajudiciaires, sont justes, raisonnables et pleinement justifiées dans les circonstances et conformes à l'état du droit sur la question;

[98] Les procureurs sont donc en droit de recevoir la somme totale de 7 645 000\$ plus 458 700\$ pour la TPS et 607 777,50\$ pour la TVQ, à titre d'honoraires judiciaires et extrajudiciaires;

[99] En sus des honoraires, les procureurs ont assumé à ce jour des déboursés de 38 395,42\$;

POUR CES MOTIFS, LE TRIBUNAL :

500-06-000065-983

PAGE 18

[100] **ACCUEILLE** la requête en approbation de la Convention de règlement;

[101] **AUTORISE** l'exercice du recours collectif pour les fins d'approbation d'un règlement hors cour;

[102] **DÉSIGNE** Jean Rochon et Guy Desjardins comme représentants des membres du groupe pour les fins de la présente autorisation;

[103] **APPROUVE** la Convention de règlement relative à l'hépatite C visant la période antérieure à 1986 et la période postérieure à 1990, ainsi qu'un amendement signé le 31 janvier 2007, et ses annexes, en versions française et anglaise (ci-après « *Convention de règlement* »), produite sous la cote R-1, en règlement complet et final du présent recours collectif à l'égard de l'intimé et **ORDONNE** aux parties et aux membres du groupe liés par cette convention de s'y conformer;

[104] **APPROUVE** le protocole d'appel, pièce R-6, énumérant les règles pour la procédure d'appel de la décision du Gestionnaire;

[105] **INTÈGRE**, par renvoi, comme partie intégrante du présent jugement, ladite *Convention de règlement* relative à l'hépatite C visant la période antérieure à 1986 et la période postérieure à 1990;

[106] **ORDONNE ET DÉCLARE** que le groupe dont les membres seront liés par les termes du présent jugement comprend les membres des recours collectifs directement infectés par le VHC, les personnes indirectement infectées, les représentants personnels au titre du VHC, ainsi que tous les membres de la famille et les personnes à charge.

[107] Le groupe visé par les présentes étant plus amplement défini en ces termes à la Convention de règlement :

« membre des recours collectifs infecté par le VHC », collectivement, les membres des recours collectifs directement infectés par le VHC et les personnes indirectement infectées. Pour les fins de la présente convention, une personne ne peut être un membre des recours collectifs infecté par le VHC, si il ou elle est une personne directement infectée, un hémophile directement infecté ou une personne indirectement infectée aux termes de la Convention de règlement relative à l'hépatite C 1986-1990;

« personne directement infectée », une personne qui a reçu du sang au Canada au cours de la période visée par les recours collectifs y compris toute personne atteinte ou ayant été atteinte de thalassémie majeure, et qui est ou a été infectée par le VHC, sauf :

si cette personne est un hémophile directement infecté;

500-06-000065-983

PAGE 19

- (a) s'il est établi par l'*administrateur*, selon la prépondérance des probabilités, que cette personne n'a pas été infectée pour la première fois par le VHC par du sang reçu au Canada au cours de la période visée par les recours collectifs;
- (b) si cette personne a fait usage de drogues intraveineuses sans ordonnance, et si cette personne n'a pu établir, selon la prépondérance des probabilités, qu'elle a été infectée pour la première fois par le VHC par du sang reçu au Canada au cours de la période visée par les recours collectifs; ou
- (c) si cette personne s'exclut du recours collectif dont elle serait autrement membre ou est réputée s'en être exclue;

« **hémophile directement infecté** », une personne qui :

- (a) a ou avait une anomalie ou déficience congénitale relative au facteur de coagulation, notamment une anomalie ou une déficience des facteurs V, VII, VIII, IX, XI, XII, XIII, ou des facteurs von Willebrand;
- (b) qui a reçu ou pris du sang au cours de la période visée par les recours collectifs; et
- (c) qui est ou a été infectée par le VHC, sauf :
 - (i) si cette personne a fait usage de drogues intraveineuses sans ordonnance, et si cette personne n'a pu établir, selon la prépondérance des probabilités, qu'elle a été infectée pour la première fois par le VHC par du sang; ou
 - (ii) si cette personne s'exclut du recours collectif dont elle serait autrement membre.

« **personne indirectement infectée** », s'entend :

- (a) du conjoint d'un membre des recours collectifs directement infecté par le VHC ou d'une personne directement infectée qui s'exclut qui est ou a été infecté par le VHC par ce membre des recours collectifs directement infecté par le VHC ou cette personne directement infectée qui s'exclut, pourvu que la réclamation du conjoint soit faite :
 - (i) avant l'expiration d'un délai de trois ans après la date à laquelle le membre des recours collectifs directement infecté par le VHC fait pour la première fois une réclamation ou son représentant personnel au titre du VHC fait pour la première fois une réclamation

500-06-000065-983

PAGE 20

en son nom ou le *membre des recours collectifs directement infecté par le VHC* s'exclut du recours collectif; ou

- (ii) conformément aux dispositions du paragraphe 3.01, lorsqu'un *représentant personnel au titre du VHC* fait pour la première fois une *réclamation* au nom d'un *membre des recours collectifs directement infecté par le VHC* qui est décédé; ou
 - (iii) conformément aux dispositions du paragraphe 5.01, lorsque le *membre des recours collectifs directement infecté par le VHC* n'a pas fait de *réclamation*; ou
- (b) de l'enfant d'un *membre des recours collectifs infecté par le VHC* ou d'une *personne infectée par le VHC* qui s'exclut et qui a été infecté par le VHC par ce *membre des recours collectifs infecté par le VHC* ou cette *personne infectée par le VHC* qui s'exclut;

mais ne comprend pas :

- (c) ce *conjoint* ou cet *enfant* s'il a utilisé des drogues intraveineuses sans ordonnance et ne peut établir, selon la prépondérance des probabilités, qu'il est ou a été infecté pour la première fois par le VHC :
 - (i) soit par un *membre des recours collectifs directement infecté par le VHC* ou une *personne directement infectée* qui s'exclut dans le cas d'un *conjoint*; ou
 - (ii) soit par un *membre des recours collectifs infecté par le VHC* ou une *personne infectée par le VHC* qui s'exclut dans le cas d'un *enfant*; ou
- (d) ce *conjoint* ou cet *enfant* s'il s'exclut du *recours collectif* dont il serait autrement membre;

Pour les fins de la présente convention, une personne ne peut être une *personne indirectement infectée* si il ou elle est une personne directement infectée, un hémophile directement infecté ou une personne indirectement infectée aux termes de la *convention de règlement relative à l'hépatite C 1986-1990*;

« *membre de la famille* » s'entend :

- (a) du *conjoint*, d'un *enfant*, d'un des *petits-enfants*, d'un des *parents*, d'un des *grands-parents* ou d'un des *enfants de mêmes parents* d'un *membre des recours collectifs infecté par le VHC*;
- (b) du *conjoint* d'un *enfant*, d'un des *petits-enfants*, d'un des *parents* ou d'un des *grands-parents* d'un *membre des recours collectifs infecté par le VHC*;

500-06-000065-983

PAGE 21

- (c) de l'ex-conjoint d'un *membre des recours collectifs infecté par le VHC*;
- (d) d'un *enfant* ou d'un autre descendant en ligne directe d'un des *petits-enfants* d'un *membre des recours collectifs infecté par le VHC*;
- (b) d'une personne qui a *cohabité* avec un *membre des recours collectifs infecté par le VHC* pendant au moins un an avant le décès de ce *membre des recours collectifs infecté par le VHC*;
- (c) d'une personne qui *cohabitait* à la date du décès avec un *membre des recours collectifs infecté par le VHC* et dont ce *membre des recours collectifs infecté par le VHC* subvenait aux besoins ou était légalement tenue de subvenir aux besoins à la date du décès de ce *membre des recours collectifs infecté par le VHC*;
- (d) de toute autre personne dont le *membre des recours collectifs infecté par le VHC* subvenait aux besoins depuis au moins trois ans immédiatement avant le décès de ce *membre des recours collectifs infecté par le VHC*;

à moins que toute personne décrite ci-dessus ne s'exclut du *recours collectif* dont elle serait autrement membre;

« *personne à charge* », un *membre de la famille* d'un *membre des recours collectifs infecté par le VHC* dont il est fait mention aux paragraphes a) et c) de la définition de *membre de la famille* de la présente convention et dont le *membre des recours collectifs infecté par le VHC* subvenait aux besoins ou était légalement tenu de subvenir aux besoins à la date du décès du *membre des recours collectifs infecté par le VHC*;

« *sang* » signifie :

- (a) dans le cas des *personnes directement infectées*, sauf celles atteintes ou ayant été atteintes de thalassémie majeure, le sang total et les produits sanguins suivants : les concentrés de globules rouges, les plaquettes, le plasma (frais congelé et stocké) et les globules blancs et le cryoprécipité. Le sang ne comprend pas l'albumine à 5 %, l'albumine à 25 %, le facteur VIII, le facteur VIII porcin, le facteur IX, le facteur VII, l'immunoglobuline anti-cytomégalo virus, l'immunoglobuline anti-hépatitique B, l'immunoglobuline anti Rh, l'immunoglobuline antivaricelleuse-antizostérienne, l'immunoglobuline sérique, (FEIBA) FEVIII Inhibitor Bypassing Activity, Autoplex (complexe prothrombine), l'immunoglobuline antitétanique, l'immunoglobuline intraveineuse (IVIG) et l'antithrombine III (ATIII); et
- (b) dans le cas des *hémophiles directement infectés* et des *personnes directement infectées* atteintes ou ayant été atteintes de thalassémie majeure, le sang total et des produits sanguins, y compris les concentrés de

500-06-000065-983

PAGE 22

globules rouges, les plaquettes, le plasma (frais congelé et stocké) et les globules blancs et le cryoprécipité et les produits de facteur de coagulation, notamment le facteur VII, le facteur VIII, le facteur IX, fournis directement ou indirectement par la Société canadienne de la Croix-Rouge. Le sang ne comprend pas l'albumine à 5 %, l'albumine à 25 %, l'immunoglobuline anti-cytomégalo-virus, l'immunoglobuline anti-hépatitique B, l'immunoglobuline anti Rh, l'immunoglobuline antivaricelleuse-antizostérienne, l'immunoglobuline sérique, l'immunoglobuline antitétanique, l'immunoglobuline intraveineuse (IVIG) et l'antithrombine III (ATIII).

« période visée par les recours collectifs », collectivement, la période avant et incluant le 31 décembre 1985 jusqu'au 31 décembre 1985 et la période allant du 2 juillet 1990 jusqu'au 28 septembre 1998, excluant la période allant du 1^{er} janvier 1986 jusqu'au 1^{er} juillet 1990.

[107] **ORDONNE ET DÉCLARE** que la susdite *Convention de règlement pré-1986 post-1990* et ses annexes constituent une transaction au sens de l'article 2631 du Code civil du Québec liant tous les *membres des recours collectifs*, y compris les mineurs et les personnes inaptes, à moins qu'ils ne s'excluent des *recours collectifs* ou, qu'ils soient réputés s'en être exclus avant ou, à la date où prend fin le *délai d'exclusion*;

[108] **ORDONNE ET DÉCLARE** qu'à la date d'expiration du *délai d'exclusion*, tous les *membres des recours collectifs*, à moins qu'ils ne s'en soient exclus ou qu'ils soient réputés s'en être exclus avant la date d'expiration du *délai d'exclusion*, donne quittance à chacun des *renonciataires* relativement à toute action, réclamation, poursuite ou demande, y compris toute *réclamation en vertu de la Charte*, que lesdits membres ont intentées, auraient pu intenter ou pourraient plus tard intenter à l'encontre d'un des *renonciataires*, ayant trait ou attribuables à l'infection par le VHC d'un *membre des recours collectifs infecté par le VHC* par l'entremise du système d'approvisionnement en sang au cours de la *période visée par les recours collectifs*;

[109] **ORDONNE ET DÉCLARE** que les obligations assumées par le Canada en vertu de la présente convention constituent le règlement complet et final de toutes demandes, y compris les *réclamations en vertu de la Charte*, ayant trait ou attribuables à l'infection par le VHC d'un *membre des recours collectifs infecté par le VHC* par l'entremise du système d'approvisionnement en sang au cours de la *période visée par les recours collectifs* et que les *ordonnances d'approbation* constituent le seul recours disponible en ce qui concerne toutes les demandes ci-mentionnées;

[110] **ORDONNE ET DÉCLARE** que des jugements et ordonnances nécessaires seront obtenus des *tribunaux* de manière à mettre en œuvre les dispositions de la présente convention, ainsi qu'à superviser de manière continue l'exécution de la présente convention;

500-06-000065-983

PAGE 23

[111] **ORDONNE ET DÉCLARE**, conditionnellement à l'approbation de la *Convention de règlement* par l'honorable juge Pitfield en Colombie-Britannique, l'honorable juge Ouellette en Alberta et l'honorable juge en chef Winkler en Ontario, qu'à l'exception de ce qui est prévu ci-avant, le présent recours collectif est rejeté sans frais;

[112] **ORDONNE ET DÉCLARE** à l'administrateur du *Règlement de la Croix-Rouge* de remettre à l'administrateur nommé en vertu de la présente convention le nom, l'adresse et la date de naissance du réclamant, le nom du *membre des recours collectifs directement infecté par le VHC* et les autres renseignements pouvant être exigés pour identifier précisément toutes les personnes ayant reçu une indemnisation en vertu du *Règlement de la Croix-Rouge*, ainsi que le montant de cette indemnisation;

[113] **DISPENSE** le mis en cause, le Curateur public du Québec, d'obtenir l'autorisation du tribunal requise pour transiger en faveur de chacune des personnes qu'il représente, pour quelque indemnisation que ce soit en vertu de la *Convention de règlement*, nonobstant la *Loi sur le curateur public* (L.R.Q., c. C-81);

[114] **ORDONNE ET DÉCLARE** que le présent jugement équivaut à l'autorisation requise en vertu de l'article 36 de la *Loi sur le curateur public*;

[115] **ORDONNE ET DÉCLARE** qu'une personne inapte ne puisse être exclue du recours sans l'assentiment de ce tribunal sur avis au curateur public;

[116] **ORDONNE ET DÉCLARE** que la susdite *Convention de règlement* et ses annexes sont raisonnables, justes, équitables et dans le meilleur intérêt des membres du groupe;

[117] **APPROUVE**, à toutes fins que de droit, les honoraires et déboursés payables aux procureurs du requérant, soit 7 645 000\$ à titre de tous honoraires judiciaires et extrajudiciaires encourus plus les taxes applicables, soit la somme de 458 700\$ en TPS et 607 777,50\$ en TVQ, pour un grand total en honoraires de 8 711 477,50\$, plus une somme de 38 395,42\$ en déboursés ;

[118] **ORDONNE** que Maître Randy Bennett soit désigné comme Superviseur nommé par la Cour pour l'administration de la *Convention de règlement*;

[119] **APPROUVE** la désignation de La Société Canada Trust à titre de fiduciaire du fonds d'indemnisation et TD Gestion de Placements à titre de conseiller financier du fiduciaire et de Crawford Class Action Services à titre de gestionnaire des réclamations;

[120] **DÉTERMINE** le délai d'exclusion à soixante (60) jours de la date de la publication de l'avis d'approbation;

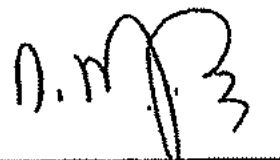
500-06-000065-983

PAGE 24

[121] **ORDONNE ET DÉCLARE** que l'avis préalable à l'audition de la présente requête a été publié conformément aux dispositions de l'article 1025 C.p.c. et dans le respect des termes et conditions prévus dans l'ordonnance du tribunal à cet effet;

[122] **RÉSERVE** aux parties le droit de présenter toute demande d'ordonnance nécessaire à la mise en œuvre de la présente transaction, dont notamment l'approbation d'un avis aux membres à être publié dans les quotidiens ainsi que le mode de distribution dudit avis;

[123] **LE TOUT** sans frais.



DANIEL H. TINGLEY, J.C.S.

Me Michel Bélanger
LAUZON BÉLANGER INC.
Procureurs des requérants

Me Nathalie Drouin
CÔTÉ MARCOUX & JOYAL
Procureurs de l'intimé



Portfolio Report

For the Month Ended: July 31, 2016

Account Name: Pre-1986/Post-1990 Hep C Settlement Tr - Compensation Fund

Account Number: 46708

This is Exhibit E referred to in the



Table of Contents

Summary	3
Investment Performance	4
Portfolio Valuation - Summary	5
Portfolio Valuation - Detail	6
Portfolio Transactions	7
Adjustments & Corporate Actions	9
Cash Flow	10
Income Summary	11

Your Asset Management Team

Relationship Management



Terence Sawchuk
Relationship Manager
terence.sawchuk@tdam.com
(416) 307-5869



Shari Fung
Associate
shari.fung@tdam.com
(416) 944-5414

Portfolio Management



Elaine Lindhorst, CFA
Portfolio Manager



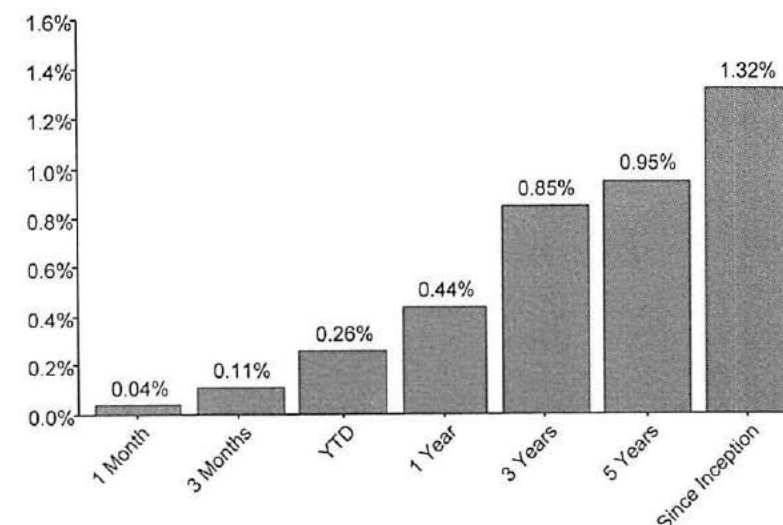
Summary

Account inception date: August 10, 2007

At a glance

Fund Name	Inception Date	Market Value
TD Emerald Canadian Treasury Management Government of Canada Fund, Institutional Class	May 27 2015	\$29,705,910
Total Market Value of Portfolio		\$29,705,910

Total Portfolio Performance



Income Summary - Year To Date

Description	
Interest Income	90,069.84
Dividend Income	0.00
Capital Gains/(Losses)	0.00



Investment Performance

Annualized Compound Return

Description	Last Month	Last 3 Months	Year To Date	One Year	Two Years	Three Years	Four Years	Five Years	Since Inception	Inception Date
EMERALD CDN TREASURY MGMT GOC	0.04%	0.11%	0.26%	0.44%					0.47%	05/27/15
FTSE TMX Canada 30 Day Treasury Bill Index~ CAD	0.04%	0.12%	0.27%	0.43%					0.47%	
Total Portfolio	0.04%	0.11%	0.26%	0.44%	0.71%	0.85%	0.92%	0.95%	1.32%	08/10/07

For segregated assets total return is calculated using daily time-weighted rates of return which are linked geometrically over the period. The total return includes realized and unrealized gains and losses plus income. Returns are calculated after trading expenses but before management fees. Assets are valued using trade date accounting and accrual accounting for dividends as well as fixed income securities and all other assets that accrue interest. Fund returns are calculated as Ending Net Asset Value per unit (NAVpu) plus distribution per unit divided by beginning NAVpu. If the since inception period is less than one year, the since inception return represents the total return for the period.



Portfolio Valuation for the Month Ended July 31, 2016 - Summary

Description	Cost	% of Cost	Market Value	% of Portfolio
Cash & Cash Equivalent				
Pooled or Mutual Funds	29,705,910	100.00	29,705,910	100.00
Sub Total	29,705,910	100.00	29,705,910	100.00
Total	29,705,910	100.00	29,705,910	100.00
			Total Market Value of Portfolio	\$29,705,910



Portfolio Valuation for the Month Ended July 31, 2016 - Detail

Description	Units	Unit Cost	Total Cost	Market Price	Market Value	% of Total Market Value
Cash & Cash Equivalent						
Pooled or Mutual Funds						
TD Emerald Canadian Treasury Management Government of Canada Fund, Institutional Class	2,970,591	10.0000	29,705,910	10.0000	29,705,910	100.00
Sub Total			29,705,910		29,705,910	100.00
Total			\$29,705,910		\$29,705,910	100.00



Purchases

Description

Settlement Date

Units

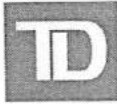
Unit Price

Net Debits

Commissions

Interest

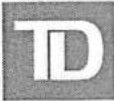
No activity for this reporting period



Portfolio Transactions for the Month Ended July 31, 2016

Sales/Maturities

Description	Settlement Date	Units	Unit Price	Profit/(Loss)	Net Credits	Commissions	Interest
Cash & Cash Equivalent							
Pooled or Mutual Funds							
TD Emerald Canadian Treasury Management Government of Canada Fund, Institutional Class	Jul 05 2016	5,198	10.0000		51,975.00		
TD Emerald Canadian Treasury Management Government of Canada Fund, Institutional Class	Jul 08 2016	109,612	10.0000		1,096,117.45		
TD Emerald Canadian Treasury Management Government of Canada Fund, Institutional Class	Jul 21 2016	1,234	10.0000		12,337.56		
TD Emerald Canadian Treasury Management Government of Canada Fund, Institutional Class	Jul 28 2016	3,287	10.0000		32,867.35		
TD Emerald Canadian Treasury Management Government of Canada Fund, Institutional Class	Jul 29 2016	426	10.0000		4,256.24		
Total Sales/Commissions/Interest					\$1,197,553.60	\$0.00	\$0.00
					Total Net Credits		\$1,197,553.60



Adjustments & Corporate Actions

Description	Date	Units	Unit Price	Cost Change
Reinvested Distribution				
TD Emerald Canadian Treasury Management Government of Canada Fund, Institutional Class - REINVESTED DISTRIBUTIONS, memo 3765	Jul 29 2016	1,108	10.00	11,082.29
			Total Cost Adjustment	\$11,082.29





Cash Flow

Date	Description	Foreign Exchange Rate	Increase/(Decrease)
July 01, 2016	Balance forward from previous statement		0.00
July 31, 2016	Total credits from Portfolio Transactions		1,197,553.60
July 31, 2016	Contributions/Withdrawals		(1,197,553.60)
July 31, 2016	Closing cash balance		0.00
Closing Cash Balance as at July 31, 2016			\$0.00



Income Summary

	Commissions	Interest Income	Dividend Income	Capital Gains/(Losses)
This Month	0.00	11,082.29	0.00	0.00
This Quarter	0.00	11,082.29	0.00	0.00
Year-to-date	0.00	90,069.84	0.00	0.00

Note: Income reported consists of both amounts realized as Cash and/or accrued as of the statement date for the indicated period.

Account - 46708

Month Ended: July 31, 2016



Disclosures for TDAM Portfolio Report ("Portfolio Report")

This Portfolio Report includes your account statement and is an important document. The account statement contains a record of all transactions between TD Asset Management Inc. (herein referred to as "we", "us" and "our") and the account holder (herein referred to as "you" and "your"). You should review this report carefully and notify us in writing immediately of any errors, omissions or objections to the statement. This written notification may be sent to 161 Bay Street, 34th Floor, Toronto, ON M5J 2T2, which is our head office. You may also contact your relationship manager at the number on the front page of this report.

The information in this Portfolio Report is taken from our records and other sources believed to be reliable. It is for information purposes only. Where such information is based in whole or in part on information provided by third parties, such information is not guaranteed to be accurate or complete. We are not responsible for how you use the information in this Portfolio Report.

Unless otherwise noted, all rate-of-return figures presented in this Portfolio Report have been calculated using an industry standard time-weighted formula and are calculated after the deduction of expenses but before deduction of management fees. All transactions and valuations are reported on a trade-date basis. In this Portfolio Report, we report income on an accrual basis. This means that interest is reported as you earn it and accrues to you each day. We also use the accrual method for reporting dividends from the day you are entitled to receive them (the ex-dividend date).

In this Portfolio Report, market value has been determined in accordance with our valuation policy.

Total Cost in this Portfolio Report is book cost which is the total amount paid to purchase a security, including any transaction charges related to the purchase, adjusted for reinvested distributions, returns of capital, and corporate reorganizations.

Where a client has its own custodian, securities are held in the client's custodial account. In the case where a client does not have its own custodian and holds investment funds managed by us, the funds' registrar and transfer agent maintains all securityholder records.

The security positions held in the account are not covered by an investor protection fund.

Caution regarding forward-looking statements:

Certain portions of this Portfolio Report, including, but not limited to "Market and Economic Review", may contain forward-looking statements ("FLS") that are predictive in nature and may include words such as "expects", "anticipates", "intends", "believes", "estimates" and similar forward-looking expressions or negative versions thereof. FLS are based on current expectations and projections about future general economic, political and relevant market factors, such as interest and foreign exchange rates, equity and capital markets, the general business environment, assuming no changes to tax or other laws or government regulation or catastrophic events. Expectations and projections about future events are inherently subject to risks and uncertainties, which may be unforeseeable. Such expectations and projections may be incorrect in the future. FLS are not guarantees of future performance. Actual events could differ materially from those expressed or implied in any FLS. A number of important factors including those factors set out above can contribute to these digressions. You should avoid placing any reliance on FLS.

For references to FTSE TMX Canada Indices:

FTSE TMX Global Debt Capital Markets Inc. ("FTDCM"), FTSE International Limited ("FTSE"), the London Stock Exchange Group companies (the "Exchange") or TSX INC. ("TSX" and together with FTDCM, FTSE and the Exchange, the "Licensor Parties"). The Licensor Parties make no warranty or representation whatsoever, expressly or impliedly, either as to the results to be obtained from the use of the index/indices ("the Index/Indices") and/or the figure at which the said Index/Indices stand at any particular time on any particular day or otherwise. The Index/Indices are compiled and calculated by FTDCM and all copyright in the Index/Indices values and constituent lists vests in FTDCM. The Licensor Parties shall not be liable (whether in negligence or otherwise) to any person for any error in the Index/Indices and the Licensor Parties shall not be under any obligation to advise any person of any error therein.

"TMX" is a trade mark of TSX Inc. and is used under license. "FTSE®" is a trade mark of the London Stock Exchange Group companies and is used by FTDCM under license.

Other Important Information:

The TD Wealth Asset Allocation Committee ("WAAC") is comprised of a diverse group of TD investment professionals. The WAAC's mandate is to issue quarterly market outlooks which provide its concise view of the upcoming market situation for the next six to eighteen months. The WAAC's guidance is not a guarantee of future results and actual market events may differ materially from those set out expressly or by implication in the WAAC's quarterly market outlook. The WAAC market outlook is not a substitute for investment advice.



TDAM may, upon request, customize the timing and content of client reporting including, but not limited to, AUM, holdings, NAV, etc. of the investment funds it manages to meet the ongoing needs of its clients. TDAM may also provide information, such as, but not limited to AUM, holdings, NAV, etc. related to such investment funds to prospective clients at any time.

Please visit tdaminstitutional.com under section Disclosure for more information about index providers.

Bloomberg and Bloomberg.com are trademarks and service marks of Bloomberg Finance L.P., a Delaware limited partnership, or its subsidiaries. All rights reserved.

TD Asset Management Inc. is a wholly-owned subsidiary of The Toronto-Dominion Bank.

All trademarks are the property of their respective owners.

© The TD logo and other trade-marks are the property of The Toronto-Dominion Bank.



Portfolio Report

For the Month Ended: July 31, 2016

Account Name: Pre-1986/Post-1990 Hep C Settle't Tr-Past Eco Loss & Dep'd

Account Number: 46709

This is Exhibit F referred to in the



Table of Contents

Summary	3
Investment Performance	4
Portfolio Valuation - Summary	5
Portfolio Valuation - Detail	6
Portfolio Transactions	7
Adjustments & Corporate Actions	9
Cash Flow	10
Income Summary	11

Your Asset Management Team

Relationship Management



Terence Sawchuk
Relationship Manager
terence.sawchuk@tdam.com
(416) 307-5869



Shari Fung
Associate
shari.fung@tdam.com
(416) 944-5414

Portfolio Management



Elaine Lindhorst, CFA
Portfolio Manager



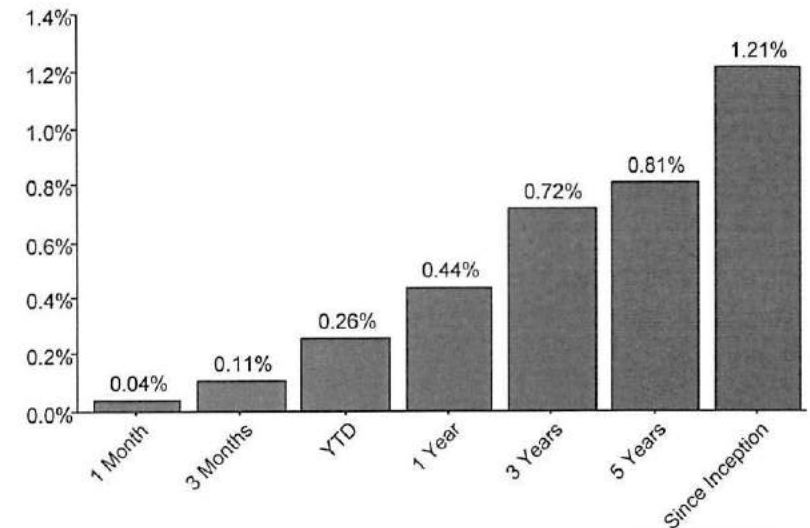
Summary

Account inception date: August 10, 2007

At a glance

Fund Name	Inception Date	Market Value
TD Emerald Canadian Treasury Management Government of Canada Fund, Institutional Class	Jan 31 2012	\$152,505
Total Market Value of Portfolio		\$152,505

Total Portfolio Performance



Income Summary - Year To Date

Description	
Interest Income	525.41
Dividend Income	0.00
Capital Gains/(Losses)	0.00



Investment Performance

Annualized Compound Return

Description	Last Month	Last 3 Months	Year To Date	One Year	Two Years	Three Years	Four Years	Five Years	Since Inception	Inception Date
EMERALD CDN TREASURY MGMT GOC	0.04%	0.11%	0.26%	0.44%	0.62%	0.72%	0.78%		0.79%	01/31/12
FTSE TMX Canada 30 Day Treasury Bill Index~ CAD	0.04%	0.12%	0.27%	0.43%	0.61%	0.71%	0.77%		0.79%	
Total Portfolio	0.04%	0.11%	0.26%	0.44%	0.62%	0.72%	0.78%	0.81%	1.21%	08/10/07
46709 FTSE TMX CD 30/91 T-Bill	0.04%	0.12%	0.27%	0.43%	0.61%	0.71%	0.77%	0.80%	1.21%	

For segregated assets total return is calculated using daily time-weighted rates of return which are linked geometrically over the period. The total return includes realized and unrealized gains and losses plus income. Returns are calculated after trading expenses but before management fees. Assets are valued using trade date accounting and accrual accounting for dividends as well as fixed income securities and all other assets that accrue interest.

Fund returns are calculated as Ending Net Asset Value per unit (NAVpu) plus distribution per unit divided by beginning NAVpu. If the since inception period is less than one year, the since inception return represents the total return for the period.



Portfolio Valuation for the Month Ended July 31, 2016 - Summary

Description	Cost	% of Cost	Market Value	% of Portfolio
Cash & Cash Equivalent				
Pooled or Mutual Funds	152,505	100.00	152,505	100.00
Sub Total	152,505	100.00	152,505	100.00
Total	152,505	100.00	152,505	100.00
			Total Market Value of Portfolio	\$152,505



Portfolio Valuation for the Month Ended July 31, 2016 - Detail

Description	Units	Unit Cost	Total Cost	Market Price	Market Value	% of Total Market Value
Cash & Cash Equivalent						
Pooled or Mutual Funds						
TD Emerald Canadian Treasury Management Government of Canada Fund, Institutional Class	15,250	10.0000	152,505	10.0000	152,505	100.00
Sub Total			152,505		152,505	100.00
Total			\$152,505		\$152,505	100.00



Purchases

Description	Settlement Date	Units	Unit Price	Net Debits	Commissions	Interest
-------------	-----------------	-------	------------	------------	-------------	----------

No activity for this reporting period



Sales/Maturities

Description	Settlement Date	Units	Unit Price	Net Credits	Profit/(Loss)	Commissions	Interest
-------------	-----------------	-------	------------	-------------	---------------	-------------	----------

No activity for this reporting period



Adjustments & Corporate Actions

Description	Date	Units	Unit Price	Cost Change
Reinvested Distribution				
TD Emerald Canadian Treasury Management Government of Canada Fund, Institutional Class - REINVESTED DISTRIBUTIONS, memo 1538	Jul 29 2016	6	10.00	56.22
Total Cost Adjustment				\$56.22



Cash Flow

Date	Description	Foreign Exchange Rate	Increase/(Decrease)
July 01, 2016	Balance forward from previous statement		0.00
July 31, 2016	Closing cash balance		0.00
		Closing Cash Balance as at July 31, 2016	\$0.00



Income Summary

	Commissions	Interest Income	Dividend Income	Capital Gains/(Losses)
This Month	0.00	56.22	0.00	0.00
This Quarter	0.00	56.22	0.00	0.00
Year-to-date	0.00	525.41	0.00	0.00

Note: Income reported consists of both amounts realized as Cash and/or accrued as of the statement date for the indicated period.

Account - 46709

Month Ended: July 31, 2016

**Disclosures for TDAM Portfolio Report ("Portfolio Report")**

This Portfolio Report includes your account statement and is an important document. The account statement contains a record of all transactions between TD Asset Management Inc. (herein referred to as "we", "us" and "our") and the account holder (herein referred to as "you" and "your"). You should review this report carefully and notify us in writing immediately of any errors, omissions or objections to the statement. This written notification may be sent to 161 Bay Street, 34th Floor, Toronto, ON M5J 2T2, which is our head office. You may also contact your relationship manager at the number on the front page of this report.

The information in this Portfolio Report is taken from our records and other sources believed to be reliable. It is for information purposes only. Where such information is based in whole or in part on information provided by third parties, such information is not guaranteed to be accurate or complete. We are not responsible for how you use the information in this Portfolio Report.

Unless otherwise noted, all rate-of-return figures presented in this Portfolio Report have been calculated using an industry standard time-weighted formula and are calculated after the deduction of expenses but before deduction of management fees. All transactions and valuations are reported on a trade-date basis. In this Portfolio Report, we report income on an accrual basis. This means that interest is reported as you earn it and accrues to you each day. We also use the accrual method for reporting dividends from the day you are entitled to receive them (the ex-dividend date).

In this Portfolio Report, market value has been determined in accordance with our valuation policy.

Total Cost in this Portfolio Report is book cost which is the total amount paid to purchase a security, including any transaction charges related to the purchase, adjusted for reinvested distributions, returns of capital, and corporate reorganizations.

Where a client has its own custodian, securities are held in the client's custodial account. In the case where a client does not have its own custodian and holds investment funds managed by us, the funds' registrar and transfer agent maintains all securityholder records.

The security positions held in the account are not covered by an investor protection fund.

Caution regarding forward-looking statements:

Certain portions of this Portfolio Report, including, but not limited to "Market and Economic Review", may contain forward-looking statements ("FLS") that are predictive in nature and may include words such as "expects", "anticipates", "intends", "believes", "estimates" and similar forward-looking expressions or negative versions thereof. FLS are based on current expectations and projections about future general economic, political and relevant market factors, such as interest and foreign exchange rates, equity and capital markets, the general business environment, assuming no changes to tax or other laws or government regulation or catastrophic events. Expectations and projections about future events are inherently subject to risks and uncertainties, which may be unforeseeable. Such expectations and projections may be incorrect in the future. FLS are not guarantees of future performance. Actual events could differ materially from those expressed or implied in any FLS. A number of important factors including those factors set out above can contribute to these digressions. You should avoid placing any reliance on FLS.

For references to FTSE TMX Canada Indices:

FTSE TMX Global Debt Capital Markets Inc. ("FTDCM"), FTSE International Limited ("FTSE"), the London Stock Exchange Group companies (the "Exchange") or TSX INC. ("TSX" and together with FTDCM, FTSE and the Exchange, the "Licensor Parties"). The Licensor Parties make no warranty or representation whatsoever, expressly or impliedly, either as to the results to be obtained from the use of the index/indices ("the Index/Indices") and/or the figure at which the said Index/Indices stand at any particular time on any particular day or otherwise. The Index/Indices are compiled and calculated by FTDCM and all copyright in the Index/Indices values and constituent lists vests in FTDCM. The Licensor Parties shall not be liable (whether in negligence or otherwise) to any person for any error in the Index/Indices and the Licensor Parties shall not be under any obligation to advise any person of any error therein.

"TMX" is a trade mark of TSX Inc. and is used under license. "FTSE®" is a trade mark of the London Stock Exchange Group companies and is used by FTDCM under license.

Other Important Information:

The TD Wealth Asset Allocation Committee ("WAAC") is comprised of a diverse group of TD investment professionals. The WAAC's mandate is to issue quarterly market outlooks which provide its concise view of the upcoming market situation for the next six to eighteen months. The WAAC's guidance is not a guarantee of future results and actual market events may differ materially from those set out expressly or by implication in the WAAC's quarterly market outlook. The WAAC market outlook is not a substitute for investment advice.



TDAM may, upon request, customize the timing and content of client reporting including, but not limited to, AUM, holdings, NAV, etc. of the investment funds it manages to meet the ongoing needs of its clients. TDAM may also provide information, such as, but not limited to AUM, holdings, NAV, etc. related to such investment funds to prospective clients at any time.

Please visit tdaminstitutional.com under section Disclosure for more information about index providers.

Bloomberg and Bloomberg.com are trademarks and service marks of Bloomberg Finance L.P., a Delaware limited partnership, or its subsidiaries. All rights reserved.

TD Asset Management Inc. is a wholly-owned subsidiary of The Toronto-Dominion Bank.

All trademarks are the property of their respective owners.

© The TD logo and other trade-marks are the property of The Toronto-Dominion Bank.

Summary of Administrative Expenses from 2007 to Aug 2016

	Payments 2007 - Aug, 2016 (incl tax)	Administration Budget 2007- 2017
Trustee Fees (incl Tax Service Fee)	\$804,019.48	\$724,000.00
TD Asset Management Fees	\$1,642,633.07	\$1,695,423.00
Crawford - Administrator Fees	\$9,502,772.66	\$7,624,969.00
Crawford - Disbursements	\$53,110.00	\$0.00
Crawford - Audit Fees	\$308,839.91	\$166,172.00
Crawford - Medical Expert Fees	\$199,437.55	\$345,080.00
Bank Wire Transfer Fees	\$8,915.00	
Fund Counsel	\$1,409,724.65	\$1,331,361.00
Class Counsel Expenses	\$89,550.26	
Court Monitor Fees	\$1,158,731.78	\$1,300,000.00
On-Going Legals/Disbursements	\$6,037.45	
Trace-Back Fees (CBS/Hema Quebec)	\$434,180.62	\$1,897,481.00
Notice Program Fees	\$413,467.40	\$500,000.00
Appeals Officer Fees (Donna McGillis)	\$1,762,631.75	\$1,681,361.00
Total Administration Fees	\$17,794,051.58	\$17,265,847.00
Maximum Amount for Administrative Fees and Expenses (S.8.03 Pre- 1986/Post-1990 Hep C Settlement Agreement)	\$20,000,000.00	
Balance Remaining (\$20,000,000 less \$17,454,557.12)	\$2,205,948.42	

**Expected Compensation vs. Actual Compensation
for Alive Claimants and Deceased Claimants in the Pre-1986/ Post-1990 Hepatitis C Settlement**

Table 6 - Expected Compensation - Alive Claimants

Status	Plan Level	Number	Lump Sum Avg	Total
Alive Claimants	DL 1	1,062	\$ 8,451.71	\$ 8,975,719.00
	DL 2	590	\$ 65,123.47	\$ 38,422,845.00
	DL 3	1,529	\$ 126,138.05	\$ 192,865,083.00
	DL 4	377	\$ 203,640.14	\$ 76,772,331.00
	DL 5	892	\$ 243,373.05	\$ 217,088,763.00
	DL 6	274	\$ 299,670.44	\$ 82,109,701.00
Total Alive Claimants		4,724		\$ 616,234,442.00

Table 6 - Actual Approved Alive Claimants as of Jul 8, 2016

Status	Plan Level	Number	Lump Sum Avg	Total
Alive Claimants	DL 1	510	\$ 3,619.37	\$ 1,845,880.14 ¹
	DL 2	598	\$ 68,236.16	\$ 40,805,225.58
	DL 3	1,996	\$ 146,577.12	\$ 292,567,923.15 ²
	DL 4	524	\$ 221,230.95	\$ 115,925,018.96 ³
	DL 5	729	\$ 249,265.54	\$ 181,714,580.07
	DL 6	453	\$ 300,958.91	\$ 136,334,386.01 ⁴
	5.10(2)	1	\$ 44,306.96	\$ 44,306.96 ⁵
Total Alive Claimants		4,811		\$ 769,237,320.87⁶

¹ 18 Claimants who haven't been paid - their anticipated compensation is included in the Average.

² 3 Claimants who haven't been paid - their anticipated compensation is included in the Average.

³ 2 Claimants who haven't been paid - their anticipated compensation is included in the Average.

⁴ 1 Claimant who hasn't been paid - their anticipated compensation is included in the Average.

⁵ HIV Co-Infection Election, an estimate for this category was not included in the Expected Compensation chart.

⁶ The total compensation column does not include payments that may have been made for Past Loss of Income, Services or Dependant Compensation. It does include indexation and Red Cross deductions.

Table 7 - Expected Compensation - Deceased Claimants

Status	Plan Level	Number	Lump Sum Avg	Total
Deceased - Non-HCV pre 1999		163	0	0
Deceased - HCV pre 1999				
Elect \$32,728+ option		61	\$ 43,737.61	\$ 2,667,994.00
Elect \$78,545 option		57	\$ 93,325.82	\$ 5,319,572.00
Deceased - Non HCV Post 1999	DL 1	80	\$ 8,453.00	\$ 676,240.00
	DL 2	61	\$ 23,479.75	\$ 1,432,265.00
	DL 3	130	\$ 46,959.50	\$ 6,104,735.00
	DL 4	35	\$ 46,959.49	\$ 1,643,582.00
	DL 5	68	\$ 97,832.28	\$ 6,652,595.00
	DL 6	0	\$ 176,098.00	\$ -
Deceased - HCV Post 1999	DL 4	0	\$ 51,308.00	\$ -
	DL 5	45	\$ 102,180.38	\$ 4,598,117.00
	DL 6	195	\$ 180,446.22	\$ 35,187,012.00
Total - Deceased Members		895		\$ 64,282,112.00

Table 7 - Actual Approved - Deceased Claimants as of Jul 8, 2016

Status	Plan Level	Number	Lump Sum Avg	Total
Deceased - Non-HCV pre 1999 ⁷		168	0	\$ -
Elect \$47,127.27		1	\$ 51,477.23	\$ 51,477.23
Deceased - HCV pre 1999				
Elect \$32,728+ option		93	\$ 35,498.32	\$ 3,301,343.41
Elect \$78,545 option ⁸		68	\$ 95,300.42	\$ 6,480,428.63
Deceased - Non HCV Post 1999	DL 1	80	\$ 3,011.98	\$ 240,958.26
	DL 2	45	\$ 18,772.93	\$ 844,781.82
	DL 3	39	\$ 43,982.54	\$ 1,715,319.20
	DL 4	6	\$ 41,430.72	\$ 248,584.33
	DL 5	23	\$ 98,549.94	\$ 2,266,648.55
	DL 6	10	\$ 176,946.10	\$ 1,769,461.00
Deceased - HCV Post 1999	DL 4	4	\$ 40,872.00	\$ 163,488.00
	DL 5	31	\$ 96,609.95	\$ 2,994,908.32
	DL 6	437	\$ 178,639.05	\$ 78,065,266.59
Total - Deceased Members		1,005		\$ 98,142,665.34⁹

⁷ This category includes the total number of Deceased pre-1999 that have been denied. Includes claims denied for a variety of reasons such as HCV did not contribute to the death, deficiency deadline rejections, IV drug use rejections, no proof of blood rejections.

⁸ The total compensation figure for this category includes the entire amount the whole family received under the election.

⁹ The total compensation column does not include payments that may have been made for Past Loss of Income, Services or Dependant Compensation. It does include indexation and Red Cross deductions.

March 24, 2016

Mr. Randall Garrison, MP
House of Commons
Ottawa, ON K1A 0A6

Dear Mr. Randall Garrison,

I am one of your constituents. My late husband [REDACTED] contracted Hepatitis C as a result of a tainted blood transfusion for a surgery over 30 years ago. [REDACTED] was a giving, caring, hardworking kind man who always had a smile for anyone he met.

[REDACTED] suffered physically and mentally more than I could describe the last years before his death. His death was prolonged, painful, and not easy for either himself or anyone witnessing his painful deterioration.

I am writing to ask for your help to bring my issues, and an issue affecting many other victims of the tainted blood tragedy, to the attention of the Honourable Jane Philpott, Minister of Health.

I made a claim for compensation on behalf of the estate in a class action settlement offered by the Government of Canada - the Hepatitis C Pre-1986/Post 1990 Settlement. The claim was approved but the portion of the claim from the Past Economic Loss and Dependents Fund has not been paid ("PELD Fund"). The estate has been waiting over 5 years for this payment and I have been told that there is no money left in the PELD Fund to pay this claim or the claim of many others.

I understand that there is a surplus of about \$250 million in the other tainted blood class action settlement with the Federal Government - the 86-90 Hepatitis C Settlement. I am asking the Government of Canada to request that a portion of the surplus from the 86-90 Hepatitis C Settlement be transferred to the PELD Fund. It is unfair that one settlement has a large surplus while the other one has insufficient funds to pay approved claims. Transferring money into the PELD Fund would be helping victims of the same blood tragedy to ensure that justice is provided to all those who were affected.

[REDACTED] would have wanted compensation for both myself and our daughter. He was always riddled with guilt for not being able to work or contribute for quite some time during his illness. I had to work 7 days a week to keep finances afloat. I still work 7 days a week.

I cannot express in words the pain we endured watching [REDACTED] suffer. We miss him very much. He was only 59 years old. Please respond to this letter to let me know that you support my request and that you will contact the Minister of Health. Thank you for your consideration.

Yours truly,

[REDACTED]

March 29, 2016

APR 04 2016

Mr. Larry Bagnell MP
House of Commons
Ottawa, Ontario
K1A 0A6

Dear Mr. Bagnell

Larry:

As you know I am one of your constituents. My mother's late husband, [REDACTED] contracted Hepatitis C as a result of receiving a tainted blood transfusion. My Mother has since passed away, and I am the executrix of her estate. I am writing to ask for you to help to bring my issue, and an issue affecting many other victims of the tainted blood tragedy, to the attention of the Honourable Jane Philpott, Minister of Health.

She had made a claim for compensation on behalf of the estate in a class action settlement offered by the Government of Canada – the Hepatitis C Pre-1968/Post 1990 Settlement. The claim was approved but the portion of the claim from the Past Economic Loss and Dependents Fund has not be paid ("PELD Fund"). The estate has been waiting over 5 years for this payment and I have been told that there is no money left in the PELD Fund to pay this claim or the claim of many others.

I understand that there is a surplus of about \$250 million in the other tainted blood class action settlement with the Federal Government - the 86-90 Hepatitis C Settlement. I am asking the Government of Canada to request that a portion of the surplus from the 86-90 Hepatitis C Settlement be transferred to the PELD Fund. It is unfair that one settlement has a large surplus while the other one has insufficient funds to pay approved claims. Transferring money into the PELD Fund would be helping victims of the same blood transfusion tragedy to ensure that justice is provided to all who were affected.

Please respond to this letter to let me know that you support my request and that you will contact the Minister of Health. Thank you for your consideration.

Yours truly,

[REDACTED]

April 2, 2016

Mr. Richard Cannings MP
House of Commons
Ottawa, ON K1A 0A6

Dear Mr. Richard Cannings:

I am one of your constituents residing in Castlegar writing on behalf of my father, [REDACTED]. He contracted the hepatitis C virus (HCV) from tainted blood used in transfusions he needed because of injuries after a July 21, 1990 traffic accident. Permanently disabled from the accident, it was not until years later that by chance he learned that he was infected with the virus. For 25 years, his health has deteriorated and his quality of life has significantly worsened since developing liver cirrhosis from HCV. Please help bring my father's issue, an issue affecting my whole family and many other victims of the tainted blood tragedy, to the attention of the Honourable Jane Philpott, Minister of Health.

My father made a claim for compensation in a class action settlement offered by the Government of Canada – the Hepatitis C Pre-1986/Post-1990 Settlements (more precisely, July 1990 and later). His claim was approved but he has not been paid the portion of his claim from the Past Economic Loss and Dependents Fund (PELD Fund). He has been waiting over 5 years for this payment and has been told that there is no money left in the PELD Fund to pay his claim or the claim of many others. Since unknowingly contracting HCV, his ability to enjoy life has been diminished. Being denied his claim has caused my father emotional distress and a sense of hopelessness.

We understand that there is a surplus of about \$250 million in the other tainted blood class action settlement with the Federal Government – the 86-90 Hepatitis C Settlement. I am asking the Government of Canada to request that a portion of the surplus from the 86-90 Hepatitis C Settlement be transferred to the PELD Fund. It is unfair that one settlement has a large surplus while the other one has insufficient funds to pay approved claims. Transferring money into the PELD Fund would be helping victims of the same blood transfusion tragedy to ensure that justice is provided to all who were affected. The funds would help also my father and other victims to pay for therapies and treatments to alleviate the symptoms of HCV.

Please respond to this letter to let me know that you support my request and that you will contact the Minister of Health. Thank you for your consideration.

Yours Truly,

[REDACTED]

March 15, 2016

Ms. Dianne Lynn Watts MP
House of Commons
Ottawa, ON K1A 0A6

APR 13 2016
Ch.
COPY

Dear Ms. Dianne Lynn Watts:

I am one of your constituents. My late husband, [REDACTED] contracted Hepatitis C as a result of receiving a tainted blood transfusion. I am writing to ask for your help to bring my issue, and an issue affecting many other victims of the tainted blood tragedy, to the attention of the Honourable Jane Philpott, Minister of Health.

I made a claim for compensation on behalf of the estate in a class action settlement offered by the Government of Canada – the Hepatitis C Pre-1986/Post 1990 Settlement. The claim was approved but the portion of the claim from the Past Economic Loss and Dependents Fund has not been paid ("PELD Fund"). The estate has been waiting over 5 years for this payment and I have been told that there is no money left in the PELD Fund to pay this claim or the claim of many others.

I understand that there is a surplus of about \$250 million in the other tainted blood class action settlement with the Federal Government – the 86-90 Hepatitis C Settlement. I am asking the Government of Canada to request that a portion of the surplus from the 86-90 Hepatitis C Settlement be transferred to the PELD Fund. It is unfair that one settlement has a large surplus while the other one has insufficient funds to pay approved claims. Transferring money into the PELD Fund would be helping victims of the same blood transfusion tragedy to ensure that justice is provided to all who were affected.

Please respond to this letter to let me know that you support my request and that you will contact the Minister of Health. Thank you for your consideration.

Yours truly,

[REDACTED]

RECEIVED
MAY 09 2016

May 04, 2016

Mr Randall Garrison MP
House of Commons
Ottawa, ON, KIA OA6

Dear Mr Randall Garrison,

My name is [REDACTED] and I am one of your constituents. My late wife, [REDACTED] contracted Hepatitis C in the 1970's as a result of receiving a tainted blood transfusion. I am writing to you today to ask for your help to bring my issue and an issue affecting many other victims of the tainted blood tragedy, to the attention of the Honourable Jane Philpott, Minister of Health.

At the time of my wife [REDACTED] death in December of 1990, she was 42 years young. Without going into pages & pages of script, let me attempt to give you a brief history of this special person. [REDACTED] graduated from [REDACTED] Senior Secondary in approximately 1965. We were married in September 1967, had our first child a son [REDACTED] in 1972 and our daughter [REDACTED] in 1974. In the early 1980's [REDACTED] started a new career with the BC Provincial government. She initially worked in the Premiers office but was selected after a couple of years to be a Ministers secretary. During her career and up until approximately 1989 when her illness stopper her from working, she was [REDACTED] to The Minister of Energy , Mines & Petroleum then secretary to The Minister of the Environment and finally [REDACTED] to The Minister of Education. Throughout her career she was highly respected and I am sure she would have held a similar or greater position until her retirement.

[REDACTED] was also community minded and prior to her knowing that she had Hepatitis C, volunteered for [REDACTED] Foundation for which she was a [REDACTED] responsible for inter-government relations and protocol. The aim of the foundation is to raise funds for transportation, accommodations and expenses for families of children needing organ transplants. It is also currently promoting organ donor registration. Ironically, [REDACTED] was diagnosed with Hepatitis C and was made an immediate candidate for a liver transplant which she received thanks to an organ donor in the spring of 1990. Unfortunately due to organ rejection and adverse reaction to prescribed medication, [REDACTED] condition worsened and she left us in December of 1990.

At the time of [REDACTED] death, our son was 18 years old and our daughter was 16. Our loss is beyond putting into words but I am sure if you have lost a family member or loved one you may understand at least partially the devastating and long lasting (forever) effect this has had on our family.

I made a claim for compensation of behalf of the estate in a class action settlement offered by the Government of Canada (the Hepatitis C Pre-1986/Post 1990 Settlement). The claim was approved but the portion of the claim from the Past Economic Loss and Dependents Fund (PELD) has not been paid. The estate has been waiting over 20 years for this claim to be settled and I have been told that there is no money left in the PELD Fund to pay this claim or the claim of many others.

It is my understanding that there is a surplus of about \$250 million in the other tainted blood class action settlement with the Federal Government (the 86-90 Hepatitis C Settlement). I am asking, on behalf of myself and many other victims, for the Government of Canada to request that a portion of the surplus from the 86-90 Hepatitis C Settlement be transferred to the PELD fund.

I feel that it is unfair that one settlement should have such a large surplus while the other one has insufficient funds to pay approved claims. While monetary compensation will never indemnify or undo the devastating, long lasting impact that my wifes death has had on myself and my family, it will help to offset the loss of my wifes wages for the last 26 years. Currently my only income is CPP and OAP. I know that by transferring money into the PELD Fund to settle the remaining part of the claim would not only be helping my family but all of the victims of the same blood transfusion tragedy to ensure that justice is provided.

Please let me know that you support my request by responding to this letter and that you will contact the Minister of Health.

Thank you for your consideration towards this matter.



[REDACTED]
[REDACTED]

March 22, 2016

MAR 23 2016

Ms Hedy Fry M.P.
House of Commons
Ottawa, Ontario K1A0A6

Dear Ms. Fry,

My late husband, [REDACTED], contracted Hepatitis C, after receiving tainted blood transfusions in Vancouver General Hospital in January 1985. Due to an industrial accident he had burns to 50% of his body and he spent over 3 months in the Burn Unit of V.G.H. He was 50 years old. The blood transfusions saved his life but because of the Hepatitis C diagnosis, the rest of his life was a tragedy. The Hepatitis C destroyed his liver. He received a liver transplant at Vancouver General Hospital in February 1995, which unfortunately had defective ducts and he died awaiting for another donor liver on March 31, 1996. He was 60 years old!

You can only imagine the physical, emotional and financial devastation that Hepatitis C and his death had, and still 20 years later, has on our two daughters, their families and myself. Because of his constant pain and chronic fatigue he could not work and was robbed of seeing our younger daughter married and the sons of 3 of our 4 grandchildren.

- 2 -

My life as a widow would have been so much more enjoyable and secure financially had he been alive and healthy.

I am now over 80 years of age and though money cannot ever replace the loss of a husband, father and grandfather and the Pre/Post Compensation Funds, the "PELD Fund" (Past Economic Loss and Dependents Fund), have been depleted, I understand there is a \$250 million surplus in the 86-90 Hepatitis C Settlement with the Federal Government. Why can't some of this surplus be transferred to the "PELD Fund" so that there is equitable justice for all who were affected by Hepatitis C through no fault of their own? I was told 5 years ago that I qualified for this payment.

I am one of your constituents and I know you championed for the HIV disaster. I implore you to bring this issue to the attention of the Minister of Health Honourable Jane Philpott. Kindly respond to my letter so I know you support this request.

Truly,

~~_____~~
~~_____~~
~~_____~~

March 21, 2016

MAR 24 2016

Mr. Terry Beech
House of Commons
Ottawa, ON K1A 0A6

Dear Mr. Terry Beech:

I am one of your constituents. My late father, [REDACTED] contracted Hepatitis C in 1991 as a result of a tainted blood transfusion during routine surgery. He died in 2009 from complications of the disease. He was not eligible for interferon treatment because the disease had already weakened him too much by the time he was diagnosed. It was a horrible thing for my family to see this vibrant, vigorous and dearly loved man slide into poor health, mental confusion and death as a result of having Hepatitis C.

I am writing to ask for your help to bring my issue, and that of many other victims of the tainted blood tragedy, to the attention of the Honourable Jane Philpott, Minister of Health.

I made a claim for compensation on behalf of the estate in a class action settlement offered by the Government of Canada – the Hepatitis C Pre-1986/Post 1990 Settlement. The claim was approved but the portion of the claim from the Past Economic Loss and Dependents Fund has not been paid ("PELD Fund"). The estate has been waiting over 5 years for this payment and I have been told that there is no money left in the PELD Fund to pay this claim or the claim of many others.

I understand that there is a surplus of about \$250 million in the other tainted blood class action settlement with the Federal Government – the 86-90 Hepatitis C Settlement. I am asking the Government of Canada to request that a portion of the surplus from the 86-90 Hepatitis C Settlement be transferred to the PELD Fund. It feels terribly unfair that one settlement has a large surplus while the other one has insufficient funds to pay approved claims. Transferring money into the PELD Fund would greatly help victims of the same blood transfusion tragedy – in what way are the two time periods different from one another? While financial compensation is a cold comfort in the face of losing beloved family members, it does represent justice and therefore helps us all to heal from this senseless and devastating breach in our healthcare system.

Please respond to this letter to let me know that you support my request and that you will contact the Minister of Health. Thank you very much for your efforts on this issue. Good luck with it. I am trusting in you as my representative.

Sincerely, /

[REDACTED]

Mr. Dan Albas MP
House of Commons
Ottawa, ON
K1A 0A1

Copy
my letter



Dear Mr Dan Albas:

My name is [REDACTED] I hope you will take a short time to read my letter.

I am writing about the depleted Pre/Post Past Economic Loss and Dependents Fund (PELD Fund).

I contracted hepatitis C in the early 1980's. I had a medical trauma and required two blood transfusions. I received tainted blood. In the year 2000 I was diagnosed with Hepatitis C. I was immediately started on a course of Rebetron.

Before I became ill I worked as a Medical Office Assistant for specialists. My jobs included working for a Plastic Surgeon, and Internist. I also manages several other medical offices. I supported 2 children, owned my own home and had a good social life.

During the treatment I had many difficulties, both physical and mental. I nearly died. I suffered greatly and so did my family. I endured a long period in the hospital. Chronic pain. I have been left with a mental illness, compounded by severe anxiety and depression. I can no longer function regularly in society. I have to try so hard at every small thing that I do. I am unable to work. My family has seen me suffer and they feel hopeless, as I also do much of the time. I have all of my life skills as I had known them. I have suffered tremendous financial grief, at times actually being homeless. I have to say that most of my family and friends have let me go and no longer have contact with me. They do not understand how a person could change so much, as what happened with me, post Rebetron treatment.

I was one of the first patients to do the original Rebetron treatment. The drug was actually sort of on trial when I did the one year course. I had to inject Rebetron every 2nd day for one year I also was taking Ribavirin. This treatment was impossible for most patients to tolerate. I finished the treatment but some of the after effects were permanent.

Since I finished the treatment I have not been able to support myself. I cannot work. This is extremely hard to deal with mentally and financially. The fund to compensate my has been deleted. I see that the fund for the people who acquired Hepatitis C at a later date has a surplus. I am asking you to spread this surplus to the the pre 1986 Fund. I believe I am entitled to Past Economic Loss and Dependents Fund. I cannot continue a semi normal life without some relief.

I would also like to state that it is well known in the medical community that the people who have taken the Rebetron Course in the early years paved the gate way to better and more modern and less harmful medicines to treat Hepatitis C. Most people now go on a 3 month course of pills only and have no side effects. The hard work of my doctors and the treatment of myself helped the future treatment of Hepatiis C victims, and has made their medical courses for cure not only possible, but much easier and efficient.

I lost a great deal of my life due to the reasons I have stated above. I ask you to consider seriously me (and the others in my predicament), to use the large surplus of 86-90 Hepatitis C Settlement to include people like myself who were infected with tainted blood at an earlier date. There is no fairness to be that the money for my claim ran out and I left in a tremendously difficult, or I should say impossible situation.

Thank you for your consideration in this matter. Please, in June, bring this matter forward to Honourable Jane Philpott, Minister of Health.

Yours Truly,



[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED] ED
March 22, 2016
[REDACTED] 202

Mr. Bob Zimmer: M.P.
House of Commons
Ottawa, Ont K1A 0A6

Mr B Zimmer:-

I am writing in regard to the Hepatitis C tainted blood tragedy before the 1986-1990 wake up call.

I am one of your constituents who contracted Hepatitis C in 1977. I do not understand why there should be a difference in years, when anyone contracted it. We are all victims, regardless of the year.

My late husband and two children still at home, suffered from what happened to me. Because I could not do simple every day things for them. I still continue to suffer tiredness and pain every day.

I'm one of the claimants in the class action (Pre 1986-1990) suit. I understand that

- 2 -

there is a portion yet to be paid to the victims
of (Pre 1986 - 1990)

This being the reason for my letter today.
We the victims would be grateful if you could look
into this matter. I request that you ask for funds
to be transferred from the (1986-1990) fund to
the (Pre 1986-1990) funds.

I lost a lot of years with my family. I will
never get back. I would never wish anyone to live
in my shoes for a week. So PLEASE look
into this matter as soon as possible. This would
mean so much to so many people and their families.
Please respond to this letter and let me know
that you support my request.

Thank you for your time and consideration

kindest regards.

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

Phone# [REDACTED]

March 27, 2016

Mr. Richard Cannings MP
House of Commons
Ottawa, ON K1A 0A6

RECEIVED
MAR 31 2016
COPY

Dear Mr. Richard Cannings:

I am one of your constituents. My late wife, [REDACTED] contracted Hepatitis C as a result of receiving a tainted blood transfusion during emergency surgery pre-1986. As a result I lost my partner of nearly thirty years in Dec 2000 ending plans of future enjoyment of our lives.

I am writing to ask for your help to bring my issue, and an issue affecting many other victims of the tainted blood tragedy, to the attention of the Honourable Jane Philpott, Minister of Health.

I made a claim for compensation on behalf of the estate in a class action settlement offered by the Government of Canada - the Hepatitis C Pre-1986/Post 1990 Settlement. The claim was approved but the portion of the claim from the Past Economic Loss and Dependents Fund has not been paid ("PELD Fund"). Our family has been waiting over 5 years for this payment and I have been told that there is no money left in the PELD Fund to pay this claim or the claim of many others. This has caused a great deal of frustration and stress in our lives. Every year that passes in this matter seems to drag on forever.

I understand that there is a surplus of about \$250 million in the other tainted blood class action settlement with the Federal Government - the 86-90 Hepatitis C Settlement. I am asking the Government of Canada to request that a portion of the surplus from the 86-90 Hepatitis C Settlement be transferred to the PELD Fund. It is unfair that one settlement has a large surplus while the other one has insufficient funds to pay approved claims. Transferring money into the PELD Fund would be helping victims of the same blood transfusion tragedy to ensure that justice is provided to all who were affected.

Please respond to this letter to let me know that you support my request and that you will contact the Minister of Health. Thank you for your consideration.

Yours truly,

[REDACTED]

*I hope this helps, I am so used to being disappointed year after year with this part of the claim
I'm afraid I might be a very old man if ever anything is settled.
I am sure that sadly some other claimants have not lived long enough to see satisfaction.*

A handwritten signature in black ink, appearing to be 'C. J. D.' or similar, written in a cursive style.

[REDACTED]

From: [REDACTED]
Sent: Wednesday, June 29, 2016 11:31 AM
To: Dan.Albas@parl.gc.ca
Cc: Lisa Porteous
Subject: Hepatitis C Class Action Surplus

Dear Honorable Member Albas,

My father, [REDACTED], contracted Hep C through blood transfusions in the 1980s and has since passed from complications relating to the tainted blood he received. He and our family members were awarded settlements under the original Class Action suit settlements.

It has been brought to my attention that there is a remaining surplus of \$250 million and that deliberations are taking place to determine the use of these funds or whether they should be returned to the Federal Government.

My mother, [REDACTED], is also a constituent of yours. She has suffered financial hardship throughout her adult life as my father was afflicted in his late 20s and unable to work most of his lifetime due to the related symptoms. This lengthy hardship culminated with my mother forced to claim bankruptcy at age 70. While the premature loss of my father can never be replaced I would ask that you support Klein Lyons recommendation that the surplus be paid to the existing direct beneficiaries rather than be returned to the Federal Government. In our case, specifically, I know that my mother could benefit tremendously from additional funds being paid to her considering the financial and emotional impact she endured living through the damaging effects that this tainted blood has caused to our family.

Thank you for your time and I hope that I can count on your support.

[REDACTED]

Mr. Joe Peschisolido MP
House of Commons,
Ottawa, ON. K1A 0A6

March 21, 2016

Dear Mr. Peschisolido,

I am one of your constituents who contracted Hepatitis C as a result of receiving a tainted blood transfusion in 1979, while living in Ontario. I am writing you to ask you to bring my issue, an issue affecting many other victims of the tainted blood tragedy, to the attention of the Honourable Jane Philpott, Minister of Health.

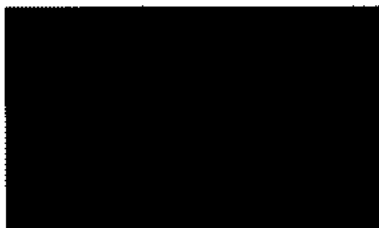
Over the years, starting in the early 2000's, my ability to take part in the outdoors activities I most enjoyed (Hiking, snow-shoeing, canoeing, etc.) gradually reduced to nil because they were all too exhausting. We were obliged to move into a smaller home and eventually to a small condo in a milder climate (BC) because even small household activities to assist my wife became too tiring. Now I have to rest after a short ½ hour walk. That is on a good day; some days I barely manage a 15 minute walk.

I made a claim for compensation in a class action settlement offered by the Government of Canada, the Hepatitis C Pre-1986/Post 1990 Settlement. My claim was approved but I have not been paid the portion of my claim from the Past Economic Loss and Dependents Fund ("PELD Fund"). I have been waiting over 5 years for this payment and have been told that there is no money left in the PELD fund to pay my claim and the claim of many others.

However, I understand that there is a surplus of about \$ 250 million in the other tainted blood class action settlement with the Federal Government, the 86-90 Hepatitis C Settlement. I am asking the Government of Canada to request that a portion of this surplus be transferred to the PELD Fund. It is unfair that one settlement fund has a large surplus while the other one has insufficient funds to pay approved claims. Transferring money into the PELD Fund would be helping victims of the same blood transfusion tragedy to ensure that justice is provided to all who were affected.

Please, respond to this letter to let me know that you support my request and that you will contact the Minister of health. Thank you for your consideration.

Yours truly,



→ cc: David Klein

Administration Summary

Monthly Report

PRE-1986/POST-1990 HEPATITIS C SETTLEMENT

Crawford Class Action Services
September 1, 2016



Claims Summary as of August 31, 2016

Claims Registered

HCV Infected Class Members	10,398
Family Members and/or Dependents	12,143
Total	22,541

Claims Received

HCV Infected Class Members	7,604
Family Members and/or Dependents	10,995
Total	18,599

Claims Deficient

HCV Infected Class Members	51
Family Members and/or Dependents	58
Total	109

Claims Recommended for Approval

HCV Infected Class Members	1
Family Members and/or Dependents	0
Total	1

Claims Approved

HCV Infected Class Members	5,661
Family Members and/or Dependents	9,514
Total	15,175

Claims Recommended for Rejection

HCV Infected Class Members	1
Family Members and/or Dependents	1
Total	2

Claims Approved (includes claims paid and not paid)

HCV Infected Class Members

Disease Level 1	591
Disease Level 2	645
Disease Level 3	2,040
Disease Level 4	539
Disease Level 5	799
Disease Level 6	1,046
Section 5.10(2)	1
Family Member Claims	9,514
Total	15,175

Claims Approved by Claimant Type (includes claims paid and not paid)

Primarily-Infected Hemophiliac	219
Primarily-Infected Person	4,485
Primarily-Infected Hemophiliac -- Deceased after January 1, 1999	16
Primarily-Infected Person -- Deceased after January 1, 1999	650
Primarily-Infected Hemophiliac -- Deceased before January 1, 1999	8
Primarily-Infected Person -- Deceased before January 1, 1999	152
Secondarily-Infected Person	131
Family Member Claims	9,514
Total	15,175

Claims Paid (December 2007 to August 2016)		
Compensation Fund		
HCV Infected Class Members		
Disease Level 1	576	2,057,134.12
Disease Level 2	646	41,959,881.93
Disease Level 3	2,037	294,678,446.67
Disease Level 4	537	116,692,894.07
Disease Level 5	792	186,848,252.54
Disease Level 6	980	218,238,129.32
Section 5.10(2)	1	44,306.96
Sub-Total	5,569	\$860,519,045.61
DB9 3.02(2) portion (45 HCV Infected plus Family Members)		2,702,338.60
DB9 3.02(6) portion (1 HCV Infected plus Family Members)		21,465.99
Uninsured Funeral Expenses	535	1,958,172.43
Total		\$865,201,022.63
Notional Dynamic Non-Segregated Family Benefit Fund		
Family Members	8,793	27,494,991.19
DB9 3.02(2) portion		2,268,150.09
DB9 3.02(6) portion		18,017.02
Sub-Total		\$29,781,158.30
Past Economic Loss and Dependents Fund		
Past Loss of Services in the Home	663	49,807,591.15
Past Loss of Income	334	25,186,055.03
Dependents	192	21,498,040.16
DB9 3.02(2) portion		1,509,939.94
DB9 3.02(6) portion		11,994.19
Sub-Total		\$98,013,620.47
Total Paid		\$992,995,801.40

Outstanding HCV Infected Class Member Releases

Year Outstanding From	No. of Claims Outstanding	Total \$ Amount Outstanding
2007	1	\$2,212.63
2008	6	\$13,493.96
2009	2	\$4,425.26
2010	5	\$99,958.21
2011	4	\$16,450.52
2012	0	\$0.00
2013	2	\$163,811.62
2014	2	\$567,495.68
2015	0	\$0.00
2016	2	\$368,264.84
Total	24	\$1,236,112.72

Outstanding Family Member Releases

Year Outstanding From	# of Claims Outstanding	Total \$ Amount Outstanding
2007	0	\$0.00
2008	48	\$36,826.96
2009	58	\$24,197.41
2010	28	\$24,301.61
2011	38	\$13,928.49
2012	24	\$18,666.04
2013	9	\$5,895.92
2014	5	\$8,024.14
2015	4	\$18,777.84
2016	14	\$53,128.40
Total	228	\$203,746.81

Claims Rejected

HCV Infected Class Members	1,890
Family Members and/or Dependents	1,385
Total	3,275

Other Family Member Claims Finalized - Compensation is "\$0"

Infected Class Member approved at Level 1 or Amount after deductions is less than \$0	37
	37

Appeals

Total	983
Total	983

Late Claims Registrations

HCV Infected Class Members Registered	827
Total	827

Late Claims Received

HCV Infected Claims Received - Recently Diagnosed (Diagnosed within 3 years)	406
HCV Infected Claims Received - Not Recently Diagnosed (Not Diagnosed within 3 years)	178
Total	584

Call Volume

August to December 2007	14,806
January to December 2008	35,787
January to December 2009	18,871
January to December 2010	12,827
January to December 2011	6,643
January to December 2012	3,242
January to December 2013	1,353
January to December 2014	1,264
January to December 2015	1,048
2016 (YTD)	765
Total	96,606

Email Account Activity (preposthepc@crawco.ca)

August to December 2007	1,219
January to December 2008	1,872
January to December 2009	1,167
January to December 2010	843
January to December 2011	798
January to December 2012	1,129
January to December 2013	625
January to December 2014	748
January to December 2015	739
2016 (YTD)	635
Total	9,775