**Form 10**
[Rule 3.25]

| | |
|---|---|
| COURT FILE NUMBER | 2101-08105 |
| COURT | COURT OF QUEEN'S BENCH OF ALBERTA |
| JUDICIAL CENTRE | CALGARY |
| PLAINTIFF | KRISTA CORMIER and HER MAJESTY THE QUEEN IN RIGHT OF ALBERTA |
| DEFENDANT | BRUCE ALLAN and 492246 ALBERTA LTD. operating as KENSINGTON CLINIC |
| DOCUMENT | **STATEMENT OF CLAIM** |
| ADDRESS FOR SERVICE AND CONTACT INFORMATION OF PARTY FILING THIS DOCUMENT | Luke L. Young<br>Weir Bowen LLP<br>2000 Scotia Tower One<br>10060 Jasper Avenue<br>Edmonton, AB T5J 3R8<br>Phone: (780) 424-2030<br>Facsimile: (780) 424-2323<br>File No.: 22792 LLY |

Clerk's Stamp
JUDICIAL CENTRE OF CALGARY
FILED
Jun 22, 2021
LD
by Email
CLERK OF THE COURT

INV 651069

ENTERED
JUN 29 2021

**NOTICE TO DEFENDANTS**

You are being sued. You are a defendant.

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

**Note: State below only facts and not evidence (Rule 13.6)**

**Statement of facts relied on:**

1. The Plaintiff, Krista Cormier ("Krista"), is a resident of Airdrie, Alberta.
2. The Defendant, Dr. Bruce Allan ("Dr. Allan") is a medical doctor specializing in Obstetrics and Gynecology and practicing in Calgary, Alberta.
3. The Defendant, 492246 Alberta Ltd. operates a medical clinic specializing in reproductive health under the trade name Kensington Clinic, located at 2431 5 Avenue NW, Calgary, Alberta (the "Clinic").
4. On or about May 30, 2019, Krista attended the Clinic seeking a medical abortion and to discuss options for contraception, including an intrauterine device (the "IUD").
5. The medical abortion was performed at the Clinic on the same date, and Krista was instructed to return to the Clinic on June 14, 2019 for post-abortion follow-up and IUD insertion.

6. On or about June 14, 2019, Krista returned to the Clinic and underwent a post-abortion ultrasound (the "Ultrasound") which confirmed the presence of retained products of conception in her uterus.

7. Dr. Allan reviewed the Ultrasound, or alternatively was advised of the findings from the Ultrasound, and proceeded with the IUD insertion, or alternatively instructed another employee, agent or independent contractor providing medical services for the Clinic to proceed with the IUD insertion.

8. On or about July 10, 2019, while visiting family in Ontario, Krista sought emergency medical attention for pain and severe vaginal pleading. She was admitted and underwent testing which confirmed the presence of a mass of retained tissue in her uterus.

9. On or about July 11, 2019, Krista underwent a dilation and curettage ("D&C"), hysteroscopy and IUD removal, during which the IUD was found buried in a mass of retained tissue in her uterus.

10. Krista experienced severe hemorrhaging and bleeding during and after the July 11, 2019 procedures. As a result, on or about July 12, 2019, Krista underwent a vaginal hysterectomy and bilateral salpingectomy to remove her uterus and fallopian tubes.

11. At all material times, Dr. Allan owed contractual and common law duties to Krista to exercise the knowledge, skill, judgment and care expected of medical doctors specializing in Obstetrics and Gynecology and practicing in Alberta and across Canada, and agreed for valuable consideration to exercise such knowledge, skill, judgment and care.

12. At all material times, the Clinic owed contractual and common law duties to Krista to provide the medical services she required in accordance with the standard of care expected of medical clinic operating in Alberta and throughout Canada.

13. At all material times, the Clinic also employed residents, interns, student interns, nurses, student nurses, technicians and support staff who worked at the Clinic. Alternatively, the residents, interns, student interns, nurses, student nurses, technicians and support staff working at the Clinic were agents or independent contractors of the Clinic, and were at all material times acting within their actual or apparent authority as agents or independent contractors of the Clinic.

14. The Clinic is vicariously liable for the negligent acts and omissions of its employees, agents and independent contractors.

15. At all material times, the Clinic also owed contractual and common law duties to Krista to ensure:

    a. That the Clinic was appropriately staffed;

    b. That the Clinic was appropriately equipped;

    c. That the Clinic staff was appropriately trained;

    d. That there were appropriate policies and procedures in place to ensure the safe and efficient treatment of patients at the Clinic; and

e. That the policies and procedures were regularly checked and assessed to ensure that they were being appropriately followed.

16. Dr. Allan breached the duties and agreements described above by:

a. Failing to take a proper history from Krista, or to give adequate consideration to the history, from time to time or at all;

b. Failing to review all diagnostic testing and imaging results, or to exercise proper and reasonable judgment, care, skill and expertise when doing so;

c. Failing to appreciate the significance of the Ultrasound findings, and/or to proceed with the IUD insertion in light of this findings;

d. Failing to use proper and reasonable judgment, care, skill and expertise with respect to the IUD insertion;

e. Failing to provide Krista with reasonable and appropriate advice with respect to the IUD insertion;

f. Failing to advise Krista of the various options for treatment and risks and benefits of each;

g. Failing to prescribe appropriate treatment to Krista;

h. Failing to recognize, or give adequate consideration to, the risks of proceeding with the IUD insertion in the circumstances;

i. Proceeding, or instructing one or more other members of the Clinic staff to proceed, with the IUD insertion despite the Ultrasound findings;

j. Generally failing to live up to the standard of care expected of physicians specializing in Obstetrics and Gynecology and practicing in Alberta and across Canada; and

k. Such further and other particulars as will be proven at trial.

17. Further, or in the alternative, the Clinic breached the duties and agreements described above by:

a. Failing to ensure that the Clinic was adequately equipped;

b. Failing to ensure that the Clinic was adequately staffed with properly qualified and competent physicians and staff;

c. Failing to ensure that the staff followed all policies and procedures in place for the safe and efficient provision of medical services;

d. Generally failing to live up to the standard of care expected of medical clinic operating in Alberta and throughout Canada; and

e. Such further and other particulars as will be proven at trial.

18. As a direct and foreseeable result of one or more of the breaches of contractual and common law duties described above, Krista has suffered injuries, including, but not limited to: pain, severe bleeding and hemorrhaging, infection, hospitalization, multiple unnecessary

diagnostic and surgical procedures, disfigurement, psychological and emotional injuries, and loss of fertility and the ability to bear children.

19. As a direct and foreseeable result of the breaches of duties and agreements described above, Krista claims:

    a. Non-pecuniary damages for pain, suffering and loss of enjoyment of life;

    b. Non-pecuniary damages for loss of fertility;

    c. Pecuniary damages for future costs of care, including the costs of medical treatment, care, supplies, medications and travel expenses;

    d. Pecuniary damages for loss of ability to perform valuable services, including housekeeping services;

    e. Special damages, including surrogacy costs, owing to her loss of fertility and the ability to bear children;

    f. Pecuniary damages for loss of income, future loss of income and loss of earning capacity; and

    g. Such further and other particulars of damages as will be proven at trial.

20. The Plaintiff, Her Majesty the Queen in Right of Alberta, claims for the cost of medical services provided to Krista, or which will likely be provided to her in the future for the injuries suffered as a result of the claims alleged herein against the Defendants pursuant to the *Crown's Right of Recovery Act*, SA 2009, c. C-35.

21. The Plaintiffs plead and rely upon the doctrines of informed consent and breach of contract.

22. The Plaintiffs will invite the Court to invoke presumptions of law and fact.

23. The Plaintiffs propose that the trial of this action be held in Calgary, Alberta, and do not anticipate that it will take more than 25 days to be heard.

24. The Plaintiffs state that this action has a real and substantial connection to Alberta as it relates to breach of duties that occurred in Alberta, and all parties hereto are, or at all material times were, resident in Alberta.

**Remedy sought:**

25. Wherefore the Plaintiff, Krista Cormier, claims:

    a. Damages for pain, suffering and loss of enjoyment of life in the amount of $200,000;

    b. Damages for loss of fertility and the ability to bear children in the amount of $200,000;

    c. Damages for loss of income, future loss of income and loss of earning capacity in the amount of $50,000, or such further and other amount as will be proven at trial;

    d. Damages for costs of care, future costs of care, surrogacy costs related to the loss of ability to bear children, past and future loss of ability to perform valuable services and special damages in the amount of $500,000, or such further and other amount as will be proven at trial;

e. Interest pursuant to the *Judgment Interest Act*, R.S.A. 2000, c. J-1, as amended;

f. Costs of this action; and

g. Such further and other relief as this Honourable Court deems just.

26. Wherefore the Plaintiff, Her Majesty the Queen in Right of the Province of Alberta, claims:

a. Damages for the cost of medical care and services in the amount of $100,000, or such further and other amount to be proven at trial;

b. Interest pursuant to the *Judgment Interest Act*, R.S.A. 2000, c. J-1, as amended; and

c. Costs of this action.

**NOTICE TO THE DEFENDANT(S)**

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

20 days if you are served in Alberta

1 month if you are served outside Alberta but in Canada

2 months if you are served outside Canada.

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

**WARNING**

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

Clerk's Stamp

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|---|---|
| COURT FILE NUMBER | 2101-08105 |
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| PLAINTIFFS | KRISTA CORMIER and HER MAJESTY THE QUEEN IN RIGHT OF ALBERTA |
| DEFENDANTS | BRUCE ALLAN and 492246 ALBERTA LTD. operating as KENSINGTON CLINIC |
| DOCUMENT | **AFFIDAVIT OF SERVICE** |
| ADDRESS FOR SERVICE AND CONTACT INFORMATION OF PARTY FILING THIS DOCUMENT | Luke L. Young<br>Weir Bowen LLP<br>2000 Scotia Tower One<br>10060 Jasper Avenue<br>Edmonton, AB T5J 3R8<br>Phone: 780-424-2030<br>Facsimile: 780-424-2323<br>File No.: 22792 LLY |

JUDICIAL CENTRE OF CALGARY
FILED DIGITALLY
2101 08105
Jun 10, 2022
1:35 PM
CLERK OF THE COURT

**AFFIDAVIT OF GABY SALIBA**
**Sworn on May 31, 2022**

I, Gaby Saliba, Process Server, of Calgary, Alberta, MAKE OATH AND SAY THAT:

1. I am over the age of 18 years and am of no relation to either party in the within action.

2. I did on the 31st day of May 2022 at 12:49 pm, serve **BRUCE ALLAN** with a true copy of the "Statement of Claim filed June 22, 2021," by handing the said copy to and leaving the same with an adult male who identified himself as **BRUCE ALLAN**, at Southcentre Executive Tower, #460 – 11012 Macleod Trail S.E., Calgary, Alberta and who admitted that he was the correct person to be served in this action.

SWORN BEFORE ME at Calgary, Alberta, this 31st day of May 2022.

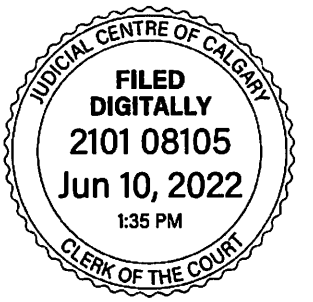
A Commissioner for Oaths in and for the Province of Alberta

**NEBAL SALIBA**
**A Commissioner for Oaths in and for the Province of Alberta**
**My Commission Expires Jan. 20, 2025**

GABY SALIBA

Clerk's Stamp

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**AFFIDAVIT OF GABY SALIBA**
**Sworn on May 31, 2022**

I, Gaby Saliba, Process Server, of Calgary, Alberta, MAKE OATH AND SAY THAT:

1. I am over the age of 18 years and am of no relation to either party in the within action.

2. I did on the 31st day of May 2022 at 12:10 pm, serve **492246 ALBERTA LTD. operating as KENSINGTON CLINIC** with a true copy of the "Statement of Claim filed June 22, 2021," by handing the said copy to and leaving the same with an adult female receptionist, Deanne Sluggett at **492246 ALBERTA LTD. operating as KENSINGTON CLINIC**, at 2431 – 5th Avenue N.W., Calgary, Alberta.

3. A copy of the Alberta Corporate Search is attached hereto and marked Exhibit A, to this Affidavit.

4. A copy of the Trade Name Search is attached hereto and marked Exhibit B, to this Affidavit.

SWORN BEFORE ME at Calgary, Alberta, this 31st day of May 2022.

A Commissioner for Oaths in and for the Province of Alberta

NEBAL SALIBA
A Commissioner for Oaths
in and for the Province of Alberta
My Commission Expires Jan. 20, 2025

GABY SALIBA

# Government of Alberta ■ Corporation/Non-Profit Search
## Corporate Registration System

Date of Search: 2022/05/20
Time of Search: 09:09 AM
Search provided by: WEIR BOWEN LLP
Service Request Number: 37635939
Customer Reference Number: 22792 LLY

**Corporate Access Number:** 204922462
**Business Number:** 899639736
**Legal Entity Name:** 492246 ALBERTA LTD.

This is Exhibit "A" referred to in the Affidavit of SAHY SALIBA sworn before me this 31 day of MAY A.D. 2022
A Commissioner for Oaths in and for the Province of Alberta

**Legal Entity Status:** Active
**Alberta Corporation Type:** Numbered Alberta Corporation
**Registration Date:** 1991/04/23 YYYY/MM/DD

NEBAL SALIBA
A Commissioner for Oaths
in and for the Province of Alberta
My Commission Expires Jan. 20, 2026

**Registered Office:**
**Street:** 2431 5TH AVENUE NW
**City:** CALGARY
**Province:** ALBERTA
**Postal Code:** T2N0T3

**Records Address:**
**Street:** 2431 5TH AVENUE NW
**City:** CALGARY
**Province:** ALBERTA
**Postal Code:** T2N0T3

**Email Address:** ALISHANS@KENSINGTONCLINIC.COM

**Primary Agent for Service:**

| Last Name | First Name | Middle Name | Firm Name | Street | City | Province | Postal Code | Email |
|---|---|---|---|---|---|---|---|---|
| NORD-STEWART | ALISHA | | | 2431 - 5 AVENUE NW | CALGARY | ALBERTA | T2N0T3 | ALISHANS@KENSINGTONCLINIC.COM |

**Directors:**

**Last Name:** NANJI
**First Name:** G.
**Middle Name:** MOHAMED
**Street/Box Number:** 121 PATTON COURT S.W.
**City:** CALGARY
**Province:** ALBERTA
**Postal Code:** T2V5G3

**Voting Shareholders:**

| | |
|---|---|
| **Legal Entity Name:** | 483024 ALBERTA LTD |
| **Corporate Access Number:** | 204830244 |
| **Street:** | 121 PATTON COURT S.W. |
| **City:** | CALGARY |
| **Province:** | ALBERTA |
| **Postal Code:** | T2V5G3 |
| **Percent Of Voting Shares:** | 100 |

## Other Information:

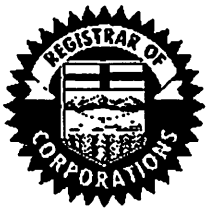
**Last Annual Return Filed:**

| File Year | Date Filed (YYYY/MM/DD) |
|---|---|
| 2022 | 2022/03/23 |

**Filing History:**

| List Date (YYYY/MM/DD) | Type of Filing |
|---|---|
| 2019/02/19 | Change Director / Shareholder |
| 2019/06/12 | Change Address |
| 2020/02/17 | Update BN |
| 2022/03/23 | Enter Annual Returns for Alberta and Extra-Provincial Corp. |

The Registrar of Corporations certifies that, as of the date of this search, the above information is an accurate reproduction of data contained in the official public records of Corporate Registry.



# Government of Alberta ■ Trade Name / Partnership Search
## Corporate Registration System

Date of Search: 2022/05/20
Time of Search: 09:19 AM
Search provided by: WEIR BOWEN LLP
Service Request No: 37636077
Customer Reference No: 22792 LLY

**Registration No:** TN7903891
**Current Business Name:** KENSINGTON CLINIC
**Status of Business Name:** Active
**Trade Name / Partnership Type:** Trade Name
**Commencement Date:** 1991/12/15 YYYY/MM/DD
**Date of Registration:** 1998/06/23 YYYY/MM/DD
**Type of Business:** MEDICAL CLINIC

This is Exhibit "B" referred to in the Affidavit of GABY SALIBA
Sworn before me this 31 day of MAY A.D. 2022
A commissioner for Oaths in and for the Province of Alberta

NEBAL SALIBA
A Commissioner for Oaths
in and for the Province of Alberta
My Commission Expires Jan. 20, 2025

**Current Declarant:**

**Last/Legal Entity Name:** 492246 ALBERTA LTD
**Street:** 2431 5 AVENUE NW
**City:** CALGARY
**Province:** ALBERTA
**Postal Code:** T2N0T3

**Other Information:**

**Filing History:**

| List Date | Type of Filing |
|---|---|
| 1998/06/23 | Register Trade Name |

The Registrar of Corporations certifies that, as of the date of this search, the above information is an accurate reproduction of data contained in the official public records of Corporate Registry.

