

LEGAL NOTICE PURSUANT TO THE CLASS PROCEEDINGS ACT, R.S.B.C. 1996 c.50**THE NATURE OF THE LAWSUIT**

A class action has been commenced in the Supreme Court of British Columbia, against the University of British Columbia. The proceeding has been brought by Howard Lam as representative plaintiff, by his solicitors, Grant Kovacs Norell.

The representative plaintiff stored sperm samples with the defendant in its Andrology Lab. The representative plaintiff claims that the samples were irretrievably damaged when the freezer in which the samples were located ceased to maintain them in a frozen state. The representative plaintiff claims damages against the defendant for negligence and breach of contract for failing to properly preserve his sperm samples that were stored by the defendant in its Andrology Lab. The plaintiff is seeking general and special damages for the damage to the sperm samples.

The defendant denies the plaintiff's allegation and denies any wrongdoing and liability for damages. The defendant has issued Third Party proceedings against several companies seeking contribution from them in the event that it is found to be liable to the class members. The defendant says that each class member is bound by the terms of a contract that excludes the defendant from any liability to the class members.

This Notice does not mean that the Court has taken a position as to the likelihood of recovery on the part of any plaintiff, or as to the merits of the claims or defences asserted. This Notice is being provided to you because you may be affected by the class action.

THE CLASS

By Court Order, the class to which the class action applies has been defined as follows:

All persons whose sperm was stored in the University of British Columbia's Forma Scientific Inc. freezer model 8382 in May 2002 but not including persons who had anonymously donated their sperm.

THE COMMON ISSUES

The class action will determine the following issues:

1. Did the defendant University of British Columbia owe a duty of care to the class members?
2. What was the standard of care of care for an operator of a sperm storage facility?
3. Did the defendant University of British Columbia breach the standard of care?
4. Is the defendant University of British Columbia entitled to rely on the exclusion clause against any or all of the class members?
5. Is the exclusion clause in the contract unenforceable by being contrary to public policy?

Following a determination of the common issues, further stages of litigation may be required.

PARTICIPATION AND EXCLUSION FROM THE CLASS

If you are a resident of British Columbia and wish to remain a member of the class, you do not have to do anything at this time. If you wish to obtain more information about your rights as a class member you may contact the solicitors for the representative plaintiff, Grant Kovacs Norell, at the address below.

If you are not a resident of British Columbia and wish to become a member of the class ("opt in") you must deliver a written notice of your decision to opt in to the solicitor for the representative plaintiff at the address listed below specifying your desire to opt in to the class proceeding. Notice of your decision to opt in must be received by the solicitors for the representative plaintiff on or before December 09, 2011. You can obtain a Request for Inclusion form from the solicitor for the representative plaintiff.

If you are a resident of British Columbia and you wish to exclude yourself from the class proceeding ("opt out") you must deliver a written notice of your decision to opt out from the solicitor for the representative plaintiff at the address listed below specifying your desire to opt out of the class proceeding. Notice of your decision to opt out must be received by the solicitors for the representative plaintiff on or before December 09, 2011. You can obtain a Request for Exclusion form from the solicitor for the representative plaintiff.

If you are not a resident of British Columbia and do not wish to become a member of the class, you do not have to do anything at this time.

FINANCIAL CONSEQUENCES

The class proceeding will resolve the common issues, as outlined above. No class member will be liable for costs in respect of the determination of the common issues. However, once the Court has resolved the common issues, it may be necessary for the individual class members to participate in individual proceedings to determine issues which are not common to the class in order to establish their claims. If this is necessary, each member of the class may have to bear costs of the individual proceedings and, if unsuccessful, could be liable to pay a portion of the defendant's costs incurred in respect of the individual proceedings.

FEES

The representative plaintiff has entered into an agreement with his solicitors whereby fees and disbursements relating to the trial of the common issues will be payable only in the event of success in the class proceeding. Any fees charged by the solicitors for the representative plaintiff must be approved by the Supreme Court of British Columbia.

FURTHER INFORMATION

For further information please contact Sandy J. Kovacs at 604-642-6362 or Arthur Grant (604) 642-6361 or in writing at the address below.

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