

April 10, 2014

Ms. Suzanne Young  
34 Athenia Drive  
Stoney Creek, ON  
L8J 1S6

Dear Ms. Young:

**Re: Our File No.: 14-855/AW**

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It was a pleasure to meet with yourself, your sister Teresa and your brother-in-law Calvin on March 20, 2014. On November 26, 2012 you had entered St. Joseph's Hospital for a hysterectomy. Following the hysterectomy you suffered a cluster of symptoms including headaches, dizziness, nausea, vomiting, and problems with memory, concentration, visual disturbance and sleep disorder. Following several investigations you were referred to Dr. Rathbone who then referred you for a neuropsychological assessment. The neuropsychological assessment suggests that your symptoms are consistent with post concussive syndrome. The question remains what caused your concussion in the first place.

It is your belief that the cause of the symptoms results from a bump on the back of your head when you woke up after the surgery.

On April 1, 2014 I did receive the records emailed by Teresa including those of Dr. Small, Dr. Rathbone and the St. Joseph's Hospital, Dr. DiPaolo and the Hamilton General Hospital.

Dr. Small's records indicate that he cannot understand how a relatively small bump on the back of your head would lead to these symptoms.

During our meeting I suggested I would meet with Dr. Rathbone for his assistance in respect of this matter.

It is our obligation to prove on the balance of probabilities that some incident at the hospital is in fact the cause of your present symptoms. Although this need not be explained with absolute scientific certainty, it must have a semblance of logic. I will follow up with a meeting with Dr. Rathbone.

Once we have investigated the issue of causation we will meet to plan further strategy.

Incidentally, I did note in the records that you were laid off in May 2012 from your job. I would like to know how this lay off came about. I would also like to know if you were offered a severance package and or signed any documents releasing your company from further responsibility? How long were you employed at that company? Did your group insurance benefits continue to November of 2012 when you had the surgery?

Your immediate attention to these questions is important because you were laid off in May 2012 which means that the 2 year limitation period is coming up in relation to any issues with your employer. If you do not address the legal issues with your past employer by the 2 year anniversary you may be forever barred from doing so. I am not worried so much about any severance payment per say however, if you ought to have been entitled to group insurance benefits up until November 2012 it may provide us with some significant assistance for you in the form of disability benefits under that group policy. Can you please assist me in investigating that matter on your behalf?

#### Social Media

Recently it has come to my attention that a number of my clients are using Facebook, MySpace, YouTube, Twitter and other social networking internet sites.

You must be aware that all information on such websites is entirely available for disclosure in the course of your lawsuit. Even if you have put safeguards in place to ensure that your information remains private, it is open to the courts to order the full disclosure of anything within your social networking sites.

Recently it has been my experience that the information contained on these websites is sometimes embarrassing and at other times dangerous in relation to a personal injury claim. You should not underestimate the potential importance of having such a social networking page. Even the ability to set up and maintain this type of social networking page suggests computer literacy. This, in and of itself, can be used by the defence in the course of the lawsuit.

I consider the risk of being involved in these social networking websites to be far greater than any reward one would receive. Please consider my advice and guide yourself accordingly.

#### Legal Costs

At the conclusion of the claim you will pay part of the legal fees out of the settlement and the remainder shall be paid by the insurance company. Your portion of legal fees shall be determined based on time spent, expertise involved, risk undertaken, and results achieved. In no case will you pay more than 25 percent of your settlement plus any applicable taxes towards fees.

In addition, the insurance company will contribute to our legal fees and disbursements. If there is any amount for the disbursements that is not paid by the insurance company, this is your responsibility to pay out of the settlement.

Yours very truly,

Allen J. Wynperle  
AJW/lb