

**IN THE SUPREME COURT OF BRITISH COLUMBIA**

**BETWEEN:**

**LASIK VISION CANADA INC.**

**PLAINTIFF**

**AND:**

**TLC WEST INC., TLC LASER CENTERS INC., ELIAS  
VAMVAKAS, JEFFERY MACHAT, PAUL DAME, BART  
MCROBERTS AND MICHAEL MELENCHUK**

**DEFENDANTS**

**AFFIDAVIT**

I, Brent Hanson, Software Developer, of 6001A Orinda Drive, No. 1044 Dallas, in the State of Texas, in the Country of the United States of America, MAKE OATH AND SAY AS FOLLOWS:

1. I have personal knowledge of the facts hereinafter deposed to except where stated to be on information and belief, in which case I verily believe them to be true.
2. I suffer from astigmatism. Until 1996 I was able to wear glasses and contact lenses to correct my vision.

3. In 1996 I responded to an advertisement placed by Beacon Eye Institute for laser eye surgery. Beacon is now owned by TLC The Laser Centers Inc., one of the Defendants in this action.

4. Although there was a Beacon Center in Arlington, Texas, near my home, the representative recommended that I have the surgery performed in Toronto, Ontario by Dr. Raymond Stein. On July 7, 1996 Dr. Stein performed the PRK laser corrective procedure on both of my eyes.

5. Following this surgery, the astigmatism gradually returned in both of my eyes. I began having difficulty with my night vision. In January 1997 I returned to Toronto to have Dr. Stein perform enhancement surgery on both of my eyes. Although my sight improved for a short time, the astigmatism gradually returned once again. My vision degraded to a point worse than it was after the first surgery. I also developed hyperopia and scarring in my left eye. These complications had not previously been present. My night vision worsened and I can only drive at night with great difficulty.

6. In August 1997 I travelled to Toronto again for retreatment. Dr. Stein tried to resolve the new problems in my vision. He tried three different techniques in an attempt to correct my left eye. He declined to treat my right eye. He said that my night vision was affected by the scarring, and that this would gradually improve. It did not.

7. In February 1999 I visited Dr. Bradford Pazandak, an eye surgeon at the Eye Care and Surgery Center of North Texas in Dallas. Dr. Pazandak informed me that the complication I suffered was a “decentered ablation” in my right eye. This complication was caused by Dr. Stein’s aiming of the laser directly into the center of my pupil, rather than at the visual axis of the eye.

### **My complaints to TLC**

8. From July to October of 1997 I contacted the Toronto Centre and the corporate headquarters many times in an attempt to have these surgical problems corrected in my home state, rather than making costly trips to Toronto. In October 1997 an individual whom I knew as “Joseph” told me that the company would pay for my return trip to Toronto.

9. In May 1998 I received a letter from Elias Vamvakas, a Defendant in this action, and the President of TLC. Mr. Vamvakas informed me that TLC had acquired Beacon, and that all Beacon Centers were now TLC Centers. He then stated that because of this, I would receive the benefit of TLC’s “Lifetime Commitment Program”. Attached as **Exhibit “A”** to this my Affidavit is a true copy of Mr. Vamvakas’s letter to me.

10. In September 1998 I acted on that promise, and telephoned TLC Toronto about my complication. I asked the TLC Office Manager, Heidi Wilson, whether TLC would arrange for a return trip to Toronto to correct my vision problem. Ms. Wilson told me that she would “get back to me on that”, but never did. I continued calling TLC Toronto. Eventually Ms. Wilson told

me that TLC would not pay for my return to Toronto, because no one had put the promise in writing.

#### **Retreatment by TLC's Dr. Machat**

11. In February 1999 I wrote to Mr. Vamvakas, seeking his assistance in meeting the TLC promise of Lifetime Commitment. In March 1999 I received a telephone call from Dr. Linda Foley of TLC Arlington in Texas. After examining my eyes she told me that she would refer my case to the Defendant Dr. Jeffrey Machat, the National Medical Director for TLC. She told me that TLC had a laser that could treat my decentered ablation complication.

12. I was later informed in August 1999, by Paula Manley, the assistant to Dr. David Eldridge the TLC Vice-President of Clinical Affairs, that TLC was not capable of treating decentered ablations.

13. On June 1999, I travelled to Windsor, Ontario. At the Windsor TLC Clinic Dr. Machat performed surgery on my left eye. He refused to perform surgery on my right eye, but could not clearly explain why.

14. Dr. Machat's operation was not successful. Vision out of my left eye is still very poor and hazy. My prescription is 20/50 out of that eye. When I focus on an object, such as a traffic light, I see multiple images. At night, vision in both of my eyes is poor. This complication cannot be corrected by eyeglasses or contact lenses.

### **Communications with TLC after my retreatment**

15. On September 27, 1999 I wrote to Dr. David Eldridge asking whether TLC would repair the damage to my right eye. I received a telephone call from Dr. Eldridge's assistant confirming receipt of the letter, and was told that someone from the TLC Operations Department would call me. I never did receive a call from that TLC department. I continued to telephone Dr. Eldridge, but was always told that he was unavailable.

16. On June 10, 2000 I received a telephone call from Mr. Vamvakas. Mr. Vamvakas apologized for the delay in TLC responding to my September 1999 letter. Mr. Vamvakas explained that the delay was due in part to the fact that TLC had to deal with a backlog of 500 to 600 patients with complications that are untreatable with TLC's current technology. He told me that TLC had to deal with 20 to 30 new patients with complications a week.

17. On July 18, 2000, TLC held a teleconference call with analysts and institutional investors to discuss the company's fiscal 2000 fourth-quarter results. TLC made a recording of this call available to callers at 416-626-4100. I listened to this call and made a recording. During the teleconference call Mr. Vamvakas incorrectly told investors that Dr. Machat had corrected the vision in one of my eyes.

### **My scheduled cornea transplant**

18. I have been advised by two ophthalmologists specializing in ophthalmic microsurgery that my vision can only be corrected through a cornea transplant.

19. The first is Dr. Bradford Pazandak who examined me in February 1999 and on October 20, 1999. A true copy of Dr. Pazandak's letter diagnosing my condition is attached as **Exhibit "B"** to this my Affidavit.

20. The second is Dr. Henry Gelender of Dallas, Texas. Dr. Gelender examined my condition and informed me that a cornea transplant is the only means of correcting my vision.

21. On August 16, 2000, I will undergo my operation for a cornea transplant with Dr. Gelender. The cornea transplant is for my left eye – the same eye operated upon by Dr. Machat.

22. I swear this affidavit for the purposes of the Plaintiff's application to strike portions of the Statement of Defence.

SWORN BEFORE ME in the City of )  
Dallas, in the State of Texas, in the )  
United States of America, on this 27th day )  
of July, 2000. )  
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Martha L. Kennedy  
A Commissioner for taking Affidavits for  
Texas

Brent Hanson  
BRENT HANSON

