

Letters

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Vetting journal advertisements

On page 1632 of the June 17, 2008, issue of *CMAJ* there is a full-page Coca-Cola advertisement. The copy reads, "Can't remember the last Coca-Cola ad targeted at children? There's a reason." It goes on to state that "... for over 50 years, we've adhered to a company policy that prohibits advertising soft drinks to children."

Although I am unaware of the means by which, or even if, the journal vets its advertisements, I am certainly aware that for decades Coca-Cola has targeted children in its advertisements. Using pitchmen the likes of cute animated polar bears, Santa Claus, Michael Jordan, Christina Aguilera and New Kids on the Block, it is clear that Coca-Cola has had no qualms about holding children squarely in its crosshairs.

Given that Canada is experiencing a rising tide of childhood obesity, I find it very disturbing to see what appears to be a bald-faced lie grace the pages of our pre-eminent medical journal. I hope the journal sees fit to set the record straight on this issue, and I hope that in the future it pays closer attention to the messages it allows to be broadcast from its pages.

Yoni Freedhoff MD
Medical Director, Bariatric Medical Institute, Ottawa, Ont.

Competing interests: None declared.

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[Coca-Cola Canada responds:]

As part of an ongoing and far-reaching series of discussions we have been hav-

ing with health and wellness stakeholders across Canada, we have encountered a number of common misperceptions about our products and policies, including the notion that we advertise soft drinks to children. We have run advertisements in publications including *CMAJ* to address this and other misperceptions.

For over 50 years, Coca-Cola has had a policy that prohibits any company advertising for any of our beverages in Canada on programming that is primarily directed to children younger than 12 years of age. (Any programming or media platform for which 50% or more of the audience is under 12 years of age is considered programming primarily directed to children.) Further, as a founding member of the Canadian Children's Food and Beverage Advertising Initiative we voluntarily submit both the medium and the message of our advertising for audit by a third party Canadians trust: Advertising Standards Canada.

Amy Laski HBA
Communications Manager, Coca-Cola Canada, Toronto, Ont.

Competing interests: None declared.

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[CMA's Director of Publications responds:]

I thank Yoni Freedhoff for sharing his thoughts on the Coca-Cola Canada advertisement that appeared in the June 17 issue and subsequent issues of *CMAJ*.

As *CMAJ* publisher, I review all new advertisements submitted for publication in the journal. All advertisements must conform to the CMA Advertisement and Sponsorship Policies (www.cma.ca/index.cfm/ci_id/25274/la_id/1.htm). The Coca-Cola Canada advertisement fully complied with these policies, including the stipulation that advertising for food and bev-

erages comply with the pertinent sections of the Food and Drugs Act and Regulations.

Adherence to CMA's core principles of editorial independence, institutional integrity and consistency with CMA's mission, vision and values ensures that our publications remain trusted and credible sources of information for physicians and others. I continue to welcome an open dialogue to ensure our advertising standards are understood and upheld.

Glenda Proctor MSc
Director and Publisher, CMA Publications, Ottawa, Ont.

Competing interests: None declared.

DOI:10.1503/cmaj.081549

Microresearch: great idea but tough to execute

I read with pleasure and excitement MacDonald and Kabakyenga's editorial proposing a "microresearch" model to foster local, outcomes-based clinical research in developing countries.¹ This model has the potential to produce a real impact in communities in resource-deprived regions of the world.

However, having had a brief exposure to microfinance during my MBA studies, I have several concerns. First, who would contribute to the start-up fund? Unlike a microfinance fund, which can generate a return on investment, a microresearch fund is essentially a nonprofit initiative that provides grants to fund small-scale research projects. Given the uncertainty of the outcomes and impact of the projects, it may be hard to convince donors to support such a fund. Second, who would mentor the researchers in developing countries who receive the grants? It takes time, infrastructure and trained personnel to develop a research program. A volunteer-based mentorship system will not suffice, given that most researchers in the developed world are

already stretched thin. It may be more beneficial to have a dedicated research group that can travel to different regions to train community and university groups. A hub-and-spoke model, with local leading universities training smaller groups in their region, may be more sustainable. Third, what is the broader impact of these microresearch projects? Although the goal of microresearch is to produce a local impact in local communities, the differences in community demographics may be such that it may not be possible to share data from one local area to develop best practices in another community. This may be the Achilles heel for funding microresearch: most large foundations will see that these research projects will not have a broad impact, whereas research projects on malaria and tuberculosis will. Nonetheless, I applaud the editorialists' article and their idea.

Gilbert Tang MD MBA

Cardiac surgery resident (PGY-4),
University of Toronto, Toronto, Ont.

Competing interests: None declared.

REFERENCES

1. MacDonald N, Kabakyenga J. Microresearch: borrowing from the microfinance experience [editorial]. *CMAJ* 2008;179:399.

DOI:10.1503/cmaj.1080104

Corrections

An article in the Sept. 9, 2008, issue about the prospects for no-fault insurance for Canadian patients¹ contained incorrect numbers for the Canadian Medical Protective Association's annual settlements in medical liability cases. From 2002 to 2006, the annual number of legal actions settled ranged between 372 and 448. *CMAJ* apolo-

gizes for the error and any inconvenience it may have caused.

REFERENCE

1. Silversides A. Fault/no fault, part 3: vested interests and the silence of suffering patients cited as obstacles to system change. *CMAJ* 2008;179:515-17.

DOI:10.1503/cmaj.081547

In the recent article on the approach to the management of mild to moderate dementia,¹ the affiliation for coauthor Anne Carswell should have read "School of Occupational Therapy, Dalhousie University, Halifax, NS."

REFERENCE

1. Hogan DB, Bailey P, Black S, et al. Diagnosis and treatment of dementia: 4. Approach to management of mild to moderate dementia. *CMAJ* 2008; 179:787-93.

DOI:10.1503/cmaj.081558

ADVERTISEMENT

TEQUIN CLASS ACTION

NOTICE OF COURT APPROVAL OF TEQUIN CLASS ACTION SETTLEMENT AGREEMENT PLEASE READ THIS NOTICE CAREFULLY AS IT MAY AFFECT YOUR LEGAL RIGHTS. YOU MUST ACT WITHOUT DELAY TO COMPLY WITH DEADLINES AS SET OUT BELOW.

TO ALL CLASS MEMBERS: To all Canadian residents who ingested Tequin ("Tequin Recipient") or their personal representatives, heirs, assigns and trustees ("Representative Claimants"), and any other residents of Canada asserting the right to sue the Defendants by reason of their familial relationship with a Tequin Recipient, including, without limitation, spouses, common law spouses, same-sex partners, as well as parents, grandparents, siblings or children, by birth, marriage or adoption ("Derivative Claimants").

Tequin is an antibiotic which was commonly prescribed for the treatment of pneumonia and other infections including those of the bladder, urinary tract and sinus, and for sexually transmitted diseases. The manufacture and sale of Tequin were discontinued by the Defendants on May 1, 2006.

Please be advised that the Ontario Superior Court of Justice and the Superior Court of Quebec have approved the Canada-Wide Tequin Settlement Agreement reached in class actions in Ontario and Quebec alleging that Bristol-Myers Squibb Canada Co. and Bristol-Myers Squibb Company (the "Defendants"), negligently manufactured, marketed and sold Tequin without properly warning of the risks of dysglycemia (abnormally high or low blood sugar levels) associated with its use.

To be entitled to a payment, Class Members, including Tequin Recipients, Representative Claimants, and Derivative Claimants, must file a claim with the Claims Administrator by **February 27, 2009** in the manner described below.

1. SUMMARY OF THE AGREEMENT

- The Defendants, while not admitting liability, will pay a sum of \$5,000,000.00 to settle the Claims of all Class Members.

- Claimants will be eligible to receive settlement payments if they took Tequin and suffered an injury which is compensated under the Settlement Agreement, including: medically treated dysglycemia, dysglycemia with admission to hospital, or other medical conditions related to a dysglycemic event including kidney damage, with either increased renal insufficiency, ongoing kidney dialysis and/or kidney transplant, coma, acute coronary syndrome (ACS), trauma, including fractures, stroke and death.

- The size of the payments will be based on the total number of approved Claims and the severity of injuries.

- Any arguments based on statutes of limitations, prescription or repose shall be waived for Class Members participating in the settlement.

- Class Members will have until **February 27, 2009** to file a Claim.

- Derivative Claimants may be eligible to receive settlement payments based upon various factors, including the size of the payment made in respect of the relevant Tequin Recipient and the total number of approved Claims.

- Provincial Health Insurers will share a fund of at least \$750,000.00 (less applicable legal fees, disbursements, and taxes) which shall be in full satisfaction of medical services provided or to be provided to Tequin Recipients.

2. OPTING OUT - All persons who come within the class definition will automatically be included in the class unless they exclude themselves from the class ("Opt Out"). To Opt Out, a Class Member will have to complete, sign and return an "Opt Out Form" postmarked or deposited with a courier by **December 27, 2008**. If a Class Member does not timely and properly Opt Out and does not timely and properly make a Claim under the Settlement Agreement, he or she will be forever barred from receiving any payments under the Settlement Agreement, and from instituting any action against the Defendants and/or Released Parties related to the use of Tequin.

3. LEGAL FEES - The Ontario Superior Court of Justice and the Superior Court of Quebec have awarded legal fees, expenses and applicable taxes to Class Counsel in the total amount of \$1,442,365.39. Class Counsel were retained on a contingent basis such that they were only to be paid if they were successful in the litigation. Class Counsel were responsible for funding all disbursements incurred in pursuing this litigation. The fees, expenses, and taxes approved by the Courts will be deducted from the settlement fund.

Claimants may, but are not obliged to, retain their own lawyers to assist them in making individual claims under the Settlement Agreement. Claimants are responsible for paying the legal fees of any lawyer they retain. Claimants are advised that submitting a Claim under the Settlement Agreement will be considerably less complex and less expensive than pursuing an individual lawsuit, and as such any percentage fee agreement entered into with legal counsel might be for a lesser percentage than in ordinary circumstances.

4. IMPORTANT DEADLINES - **December 27, 2008** - Deadline to Opt Out of the Settlement Agreement; **February 27, 2009** - Deadline to file Claim. **Because of the deadlines, you must act without delay.**

5. FURTHER INFORMATION

A complete copy of the Settlement Agreement including the detailed instruction package and instructions on how to obtain a Claim Form or Opt Out Form are available on Class Counsel's website at www.classaction.ca. To obtain a paper copy of the detailed instruction package and a Claim Form necessary to file a Claim for settlement benefits or an Opt Out Form necessary to Opt Out, please call the Claims Administrator at **1-866-316-1211**.

The law firm of *Siskinds LLP*, represents all Class Members resident outside Quebec. Ontario Class Counsel can be reached toll-free at **1-800-461-6166 ext. 2455**.

The law firm of *Siskinds, Desmeules LLP* avocats represents Class Members in Quebec. Quebec Class Counsel can be reached at **418-694-2009**.

The law firm of *Poyner Baxter LLP* has offices in British Columbia and also represents Class Members. They can be reached at **604-988-6321**.

If there is a conflict between the provisions of this Notice and the Settlement Agreement and any of its exhibits, the terms of the Settlement Agreement shall prevail.

PUBLICATION OF THIS NOTICE HAS BEEN AUTHORIZED BY THE ONTARIO SUPERIOR COURT OF JUSTICE AND THE QUEBEC SUPERIOR COURT.