

CANADA

PROVINCE OF QUÉBEC
DISTRICT OF MONTRÉAL
NO.: 500-06-000952-180

SUPERIOR COURT
(Class Action)

WOLF WILLIAM SOLKIN, residing and domiciled at the Ste. Anne's Hospital, 305 Boulevard des Anciens Combattants, Room 1114, City of Sainte-Anne-de-Bellevue, District of Montréal, Province of Québec, H9X 1Y9

Petitioner

Vs.

THE ATTORNEY GENERAL OF CANADA, having a place of business at Complex Guy-Favreau, Québec Regional Office, Department of Justice, East Tower, 9th Floor, 200 Rene-Levesque Boulevard West, City of Montréal, District of Montréal, Province of Québec, H2Z 1X4

-and-

THE ATTORNEY GENERAL OF QUÉBEC, having a place of business at 1, Notre-Dame Street East, office 8.00, City of Montréal, District of Montréal, Province of Québec, H2Y 1B6

-and-

THE CENTRE INTEGRÉ UNIVERSITAIRE DE SANTÉ ET DE SERVICES SOCIAUX DE L'OUEST-DE-L'ILE DE MONTRÉAL, legal entity constituted under the Act to modify the organization and governance of the health and social services network in particular by abolishing regional agencies (CQLR, chapter O-7.2), having its headquarters at 160 Stillview Avenue, City of Pointe Claire, District of Montréal, Province of Québec H9R 2Y2;

Respondents

**ORIGINATING APPLICATION FOR AUTHORIZATION TO INSTITUTE A CLASS
ACTION AND TO OBTAIN STATUS OF REPRESENTATIVE
(Articles 574 and following C.C.P.)**

**TO ONE OF THE HONOURABLE JUDGES OF THE SUPERIOR COURT, SITTING IN
AND FOR THE DISTRICT OF MONTRÉAL, PETITIONER RESPECTFULLY SUBMITS
THE FOLLOWING:**

I. INTRODUCTION

1. Petitioner Wolf William Solkin (hereinafter referred to as "**Mr. Solkin**" or "**Petitioner**") wishes to institute a class action on behalf of the class of persons hereinafter described, namely:

"All natural persons who are or were war Veterans from the Second World War and Korean War and who were residents of Ste. Anne's Hospital as of April 1, 2016 or thereafter, as well as their heirs and/or successors."

"Toutes les personnes qui sont ou qui étaient des Anciens combattants de la Seconde Guerre mondiale ou de la Guerre de Corée et qui étaient résidents à l'Hôpital Sainte-Anne à partir du 1^{er} avril 2016 ou après, ainsi que leurs héritiers et/ou ayants droit."

(hereinafter referred to as "**Class Members**")

2. The action that the Petitioner wishes to institute on behalf of the Class is an action in contractual damages and extra-contractual damages, moral damages and punitive damages to compensate the failure from the Respondents to provide the same exceptional level of care and services which the Veterans received at SAH prior to the transfer and which the Respondents were obliged to provide to the Veterans at the date of the transfer since April 1, 2016, in accordance with the law and with a direct English translation of the Ste. Anne's Transfer Agreement which was signed by the Respondents in April 2015 (hereinafter referred to as "**Transfer Agreement**"), communicated as **Exhibit P-1**;

II. PARTIES

A. The Class Members

3. The Class Members are all Veterans of the Second World War or Korean War recognized as "Eligible Veterans" or "Resident Veterans" as defined in the Transfer Agreement (**P-1**) signed in April 2015, as well as in virtue of the *Department of Veterans Affairs Act*, R.S.C. 1985 c. V-1, the *Veterans Health Care Regulations*, SOR/90-564 or other related legislation. The Class Members are or were resident at the Ste. Anne's Hospital (hereinafter referred to as "**SAH**") situated in Sainte-Anne de Bellevue, Québec, as of April 1, 2016 or thereafter, and have incurred the same damages and prejudice as a result of the serious breaches by the Respondents of their contractual obligations towards the Veterans at SAH under the Transfer Agreement (**P-1**), namely their failure to provide the same exceptional level of care and services, and on a priority basis, due to the Veterans at SAH;
4. As of April 1, 2016, there were about 300 Veterans residing at SAH;
5. There currently remain about 166 Veterans, 10 women and 156 men residing at SAH;
6. The Veterans are currently housed on four (4) floors of SAH out of thirteen (13) of the Main Pavilion, as well as two (2) wings of the Edith-Temple Pavilion for those Veterans with more physical or cognitive restrictions or disabilities, as appears from the SAH plan communicated as **Exhibit P-2**;
7. The average age of the Veterans is ninety-three (93) years old;
8. The Veterans at SAH are vulnerable, elderly, and in varied physical, medical and mental state, such that the adjudication of the present demand is an urgent matter;

B. The Petitioner

9. Mr. Solkin, currently ninety-five (95) years of age, was born February 12, 1923 in Romania, is a Second World War Veteran who was part of the Algonquin Regiment and was commissioned to Europe in the Spring of 1945 in order to assist in the liberation of Holland;
10. Following the end of the war in May 1945, he returned to Canada and was affected by the Department of National Defence to help transition Veterans back into society through the discharge center situated in Longueuil, Québec;
11. Mr. Solkin was discharged from the military in January 1946 and joined the Brigadier Frederick Kisch Legion (Branch 97) in Montréal, Québec;
12. He then went on to pursue a successful career in real estate management in Palm Beach, Florida and then New York, with Helmsley Spear and then with Greenwin Florida Investments, up until he retired;
13. Mr. Solkin returned to Montréal in 2010 as a retiree;
14. He is the father of five (5) children and is married to Louise Langlois;
15. Suffering a permanent thigh and hip infection following a hip surgery performed in December 2012, Mr. Solkin has been unable to walk and confined to a wheelchair;
16. As a result of being unable to live independently, and being an Eligible Veteran, he applied for and was admitted to SAH as a Resident Veteran on April 29, 2013;
17. As such, Petitioner Mr. Solkin is required to pay a monthly amount for accommodation expenses which, prior to the transfer of SAH on April 1, 2016, was paid directly to Veterans Affairs and since the transfer, he was obliged to pay directly to Centre Intégré Universitaire de Santé et de Services Sociaux de l'Ouest-de-l'Île de Montréal (hereinafter referred to as "**CIUSSS**"), as appears from a copy of the direction letter communicated as **Exhibit P-3**;

18. Mr. Solkin's rental currently stands at \$1,039.48 per month, paid directly to CIUSSS, the whole as appears from a copy of his latest rental increase notice, dated July 24, 2018, communicated as **Exhibit P-4**;

C. The Respondents

19. The Respondent Attorney General of Canada acts for the Minister of Veterans Affairs (hereinafter referred to as "**Department of Veterans Affairs**", "**Veterans Affairs Canada**", or "**VAC**") which was and still is the government authority that is responsible for administering the *Department of Veterans Affairs Act* and all legislation regarding matters dealing with Veterans such as in this case, and is the former owner and administrator of SAH;
20. The Respondent Attorney General of Québec acts for the Minister of Health and Social Services (hereinafter referred to as "**MHSS**") which is the current owner of SAH. Pursuant to the Transfer Agreement (**P-1**), MHSS undertook to fulfill the exact performance of the promised obligation contained therein for the specific benefit of the Veterans;
21. The Respondent CIUSSS is the provincial government body which was designated by MHSS to assume responsibility regarding the transfer of SAH to the provincial authorities, and is the current administrator of SAH;
22. The Respondents are all parties to the Transfer Agreement (**P-1**), subject of the present Application, which Agreement was signed in April 2015;

III. THE FACTS ALLEGED JUSTIFY THE CONCLUSIONS SOUGHT

A. Historical Background

23. The Veterans at SAH have always been attributed the highest level of care and on a priority basis by VAC in recognition of the service rendered to the country;

24. After the First World War, VAC built Veterans hospitals (hereinafter referred to as “**departmental facilities**”) to care for returning military, VAC owning and operating eighteen (18) departmental facilities across Canada over the years;
25. In the 1950's and 1960's, Canada introduced universal hospital insurance and provincial governments assumed increased responsibilities with respect to health care. In 1963, the Glassco Commission recommended that all VAC departmental facilities be transferred to the provinces, in accordance with the constitutional division of legislative powers;
26. By 1995, all departmental facilities were transferred, with the exception of SAH, the last remaining departmental facility operated by VAC;
27. At the time, SAH served as the benchmark for the assessment standards of all such services and care provided to Veterans in Canada;
28. In March 1998, the Subcommittee on Veterans Affairs of the Standing Senate Committee on Social Affairs, Science and Technology (hereinafter referred to as the “**Subcommittee**”) issued a first report entitled “*The State of Health Care for War Veterans and Service Men and Women*” (hereinafter referred to as the “**1998 Report**”), communicated as **Exhibit P-5**;
29. The 1998 Report stressed the dramatic deterioration in quality and availability of health care services for Veterans since VAC transferred its facilities to the provinces, reporting in particular the situation prevailing at Sunnybrook Hospital, where long term personnel dedicated to caring for Veterans lost their positions following the transfer of the facility. In contrast, the Subcommittee commended the high quality of care and special programs offered to Veterans at SAH, and voiced its concerns that such high quality of care and services be at risk, given the negotiations which were underway to transfer SAH to the government of Québec:

"We have had the opportunity to take a "hands on" look at the Sunnybrook hospital in Toronto. This being the site of a tragic set of fatalities in the past year concerning veterans, the direct causes of which are only now coming to light. As well, this facility is home to disparate examples of federal-provincial funding arrangements and many innovative programs. The Subcommittee also travelled to the site of the last remaining federal hospital in Ste Anne de Bellevue outside Montréal, a classic example of high quality veterans care, whose stability and role are currently in jeopardy."

1998 Report, Foreword, at page 4/6

30. The Subcommittee emphasized that Veterans have been attributed priority and an exceptional level of care by VAC in recognition of the service rendered to the country:

"One important view has been reinforced throughout the Subcommittee's study: that veterans are entitled to a higher level of priority and access when dealing with health care providers, by virtue of the federal government's implied contract to ensure adequate benefits and entitlements in return for war time service."

1998 Report, Foreword, at page 4/6 (emphasis added)

31. In the 1998 Report, the Subcommittee recommended that VAC establish a federal standard of care to meet the needs of Veterans in facilities transferred to provinces:

"4. That the Department establish a detailed federal standard of care for implementation in long-term care facilities. This standard must meet the needs of veterans to the same or a higher degree than was the case before the Department transferred its facilities to the provinces. Regardless of whether the standard is expressed in terms of patient outcomes or in terms of hours of care per resident per day etc., it must be readily understandable"

1998 Report, Foreword, at page 5/6

32. In the 1998 Report, the Subcommittee detailed the distinctive system of care developed by VAC for the benefit of Veterans:

"To meet the health care needs of veterans the Department has often "pioneered" new services and treatments. In the years following World

War II, most of the health care needs of veterans were provided for by an integrated network of departmental facilities: hospitals, nursing homes, clinics, etc. located across the country. Today, with the exception of Ste Anne's Hospital, the Department relies primarily on provincial health care systems and on other health care providers to deliver health care services to veterans. The Department reimburses veterans or a health care provider for the purchase of services over and above those covered by the provincial health care programs."

1998 Report, at page 1/14

33. In the 1998 Report, the Subcommittee voiced the concern that, in absence of an established national standard of institutional care for Veterans, the transfer of SAH would jeopardize the last remaining benchmark for an acceptable level of care:

"One of the reasons why the Subcommittee has grave reservations about the transfer of Ste Anne's, the last federally administered, chronic care facility, is that, lacking national, clearly stated and enforced standards of institutional care for veterans, Ste Anne's remains an invaluable benchmark of an acceptable level of care. Such a benchmark has become essential, given the increasing disparities between the health care programs of one province and another. These differences have become so substantial that one can no longer say that the Department is dealing with a national health care system; instead, it must negotiate with and adjust to the strengths and weaknesses of ten distinct provincial systems."

1998 Report, at page 6/14 (emphasis added)

34. In February 1999, the Subcommittee issued a second report entitled "*Raising the Bar: Creating a New Standard in Veterans Health Care*" (hereinafter referred to as the "**1999 Report**") communicated as **Exhibit P-6**;
35. The 1999 Report looked at the availability, quality and standards of health care provided to Veterans and recommended improving the facilities, premises, staffing, staff training, food quality, level of care, safety, etc;
36. The Subcommittee reiterated the distinctiveness of the care to be awarded to Veterans:

"Veterans are a group apart. Having volunteered their all, including life itself, they are a proud people not given to undue complaint, and they scorn to be importunate. They have earned the right of proper care within an environment which offers an acceptable quality of life.

Not to be forgotten is that, although elderly and occasionally incapacitated, the quality of life experienced by veterans is greatly enhanced when their rights are recognized and acted upon. Paramount among these is their right to dignity and their right to be consulted."

1999 Report, Opening Comments, at page 5/13

37. In the 1999 Report, the Subcommittee recommended that VAC adopt the "quality of life" of Veterans as fundamental guiding principle for departmental policy and spending decisions on Veterans health care and that this principle underlie the standards of care adopted for Veterans in institutions;
38. As such, the Subcommittee underlined the importance of relying on well-trained staff who are familiar with Veteran culture in order to meet the special needs of Veterans in institutional care:

"It is important that all staff who come into contact with veterans have a good knowledge of what a "veteran" is and how the wartime experience left them with physical and mental disabilities and influenced their post war lifestyle. New staff must come to understand the special medical conditions that set veterans apart from the population at large, conditions such as Post-Traumatic Stress Disorder or the problems arising from long-term abuse of alcohol and the addiction to tobacco. Staff must also be fully aware of the special treatment options and services provided to veterans that are not provided to other residents. The objective of this training must be to encourage staff to offer veterans a level of personal care that recognizes them as special people.

[...]

The Subcommittee has concluded that veterans wards in chronic care hospitals require higher staffing levels than the other wards. On average veterans are older than other patients, tend to have more severe disabilities and/or a combination of physical and mental disabilities, and are more likely to have behavioural problems. As a result they will require more intensive nursing and care.

The Subcommittee does not believe that the quality of life of veterans is compatible with staffing levels reduced to the level necessary to provide for little more than their safe warehousing.”

1999 Report, Part Two, at page 3/14

39. The standard of care and services described by the Subcommittee as a benchmark to be met in long term care facilities was the exceptional level of care and services provided to Veterans residing at SAH before its transfer on April 1, 2016;

B. The Transfer Agreement and the Respondents' Promised Obligations for the Benefit of Resident Veterans at SAH

40. In conformity with the pledge of VAC, which has always had jurisdiction and responsibility of the Veterans, the care and services provided to the Veterans of SAH right up until April 1, 2016 were of an exceptional and consistently high level and quality;
41. Starting in 2009 through to 2015, the Respondents pursued negotiations aimed at transitioning SAH from the federal government to the provincial government as the final part of an overall transition of all Veteran's hospitals across Canada;
42. VAC, through its governing legislation and regulations, have always committed to provide Veterans with an exceptional level and quality of care and services as appears from the April 27, 2012 statement of the honourable Steven Blainey, then Minister of VAC, communicated as **Exhibit P-7**:

“Our Government is pleased to announce the signing of this agreement in principle with the Government of Quebec. This is an important step toward undertaking the necessary discussions between our two governments so that the Veterans living at Ste. Anne's Hospital can continue to receive, in English or in French, the exceptional care and service they deserve”;

43. The Respondents entered into the Transfer Agreement (**P-1**) in April 2015, providing for the transfer of SAH from the federal government to the provincial government and the Respondent CIUSSS;

44. The Transfer Agreement's **(P-1)**, purpose is to establish the terms of the takeover, property, management, operation and maintenance of SAH by the CIUSSS;
45. Through the Transfer Agreement **(P-1)**, VAC stipulated for the benefit of the Resident Veterans, and the MHSS and CIUSSS obliged themselves to maintain the level of care and services, so that all Veterans at SAH shall be entitled to receive the same exceptional level of care and services as those provided to them before the transfer, as set out in section 6.2.5 and schedule F thereof:

"6.2.5. Maintenance of the Level of Care and Services for Resident Veterans

a) The Institution shall continue as of the Transfer Date to use SAH, the Immovable, Movables, and Supplies and Inventory for the purpose of providing care and services for Resident Veterans.

b) In consideration of the per diem provided for in Article 6.1.5 of this Agreement, the Institution shall maintain as of the Transfer Date the level of care and services provided for Resident Veterans at the level of care and services agreed to by CANADA and QUÉBEC provided for in Schedule F Maintenance of the Level of Care and Services (components of the care and services and physician availability per diems) to this Agreement."

46. The Transfer Agreement **(P-1)** specifies that VAC retains the legislative and regulatory authority with respect to Veterans, and that the Transfer Agreement **(P-1)** does not constitute a delegation of authority or functions from VAC to the government of Québec:

"6.1.7. Obligations with Respect to Veterans

a) In spite of the transfer of the management, administration and maintenance of SAH, CANADA will retain, after the Transfer Date, legislative and regulatory authority with respect to veterans and will continue to fulfill the functions that are incumbent on the federal government, in particular the Department of Veterans Affairs with respect to veterans through the application of the Department of Veterans Affairs Act. [...]

b) This Agreement, any agreement referred to herein or any other document that may be necessary or desirable to accomplish the operation that is the subject hereof neither constitutes nor shall be deemed to constitute a delegation of authority or functions from CANADA to QUÉBEC and shall not be interpreted as such."

47. The Transfer Agreement (**P-1**) also provides that the services to the Veterans shall be dispensed in the language of their choice as per section 6.2.11 thereof:

"6.2.11. Languages

Subject to the provisions of the *Charter of the French Language* (CQLR, chapter C-11) the AHSSS and the *Act to modify the organization, services and communications to Resident Veterans or to Eligible Veterans* will be provided by the Institution in French or in English, depending on the language of the Resident Veteran or the Eligible Veteran."

48. As per section 9 and schedule G of the Transfer Agreement (**P-1**), the Respondents created a Transition Committee in order to ensure a smooth transition of SAH to the Respondents MHSS and CIUSS, and more specifically to ensure that the level of care and services for Veterans is maintained;

49. In short, it was to be a "seamless transition";

50. These assurances were propagated to the Veterans even prior to the effective transfer date of April 1, 2016 by senior VAC officials, as can be seen from the letter of the honourable Kent Hehr, Minister of VAC, dated March 9, 2016 to Catherine Hooper, wife of a SAH Veteran wherein he declares:

"The Government of Canada will insure that eligible veteran will continue to have priority access to Ste Anne's Hospital and receive outstanding care and services in his or her preferred official language. Under no circumstances will we compromise the level of care provided to veterans who reside there."

(emphasis added)

as appears from a copy of the letter communicated as **Exhibit P-8**;

51. These assurances and pledges were repeated by Minister Hehr in a letter to the Petitioner on October 12, 2016, when he stated:

“As you know, a transition committee has been established to ensure that the Veterans at Ste. Anne's continue to receive the same high standard of care in their preferred official language, as stipulated by the Transfer Agreement.”

as appears from a copy of the letter communicated as **Exhibit P-9**;

52. However, despite the creation of a Transition Committee to ensure that the level of care and services for Veterans is maintained, there has been no resolve to the ongoing problems being incurred by the Veterans at SAH, as further outlined in the following section;

53. Again in June 2017, following a further letter of complaint by the Petitioner of the continuous inappropriate care being provided, Minister Hehr reiterated the following:

“Rest assured that the well-being of the Vets at Ste. Anne's remains a priority for my department, and we will continue to monitor the quality of care provided to them.”

as appears from a copy of the letter communicated as **Exhibit P-10**;

54. The Veterans' complaints were circulated amongst public officials in Ottawa as evidenced by the letter of Irene Mathysen, M.P. for London-Fanshawe of August 2017:

“The clear message I have heard from Veterans at the Hospital is that there has been a decline in the quality of care veterans are receiving and a diminished capacity of staff to communicate with Veterans in their chosen language.”

as appears from a copy of the letter communicated as **Exhibit P-11**;

55. In January 2018, some twenty-one (21) months after the transfer date, the honourable Seamus O'Regan, the new Minister of VAC, replied to again another

e-mail from the Petitioner regarding the level of care being provided to his comrade Veterans at SAH as follows:

“Veterans affairs Canada is committed to ensuring that those who qualify for the Department’s long-term care program receive the very best care, and we will keep working with the provincial health authorities to monitor the implementation of the provisions, conditions and obligations of the Ste. Anne’s Hospital Transfer Agreement.”

as appears from a copy of the letter communicated as **Exhibit P-12**;

56. Despite the foregoing allocutions, it is abundantly clear to the Petitioner and the Veterans that the Respondents are in breach of their obligations to maintain the same level of care and services as before the transfer, as promised and guaranteed by the Transfer Agreement (**P-1**), to the complete detriment of the Veterans at SAH;
57. In order to ensure that the level of care and services to the Veterans be maintained, the Transfer Agreement (**P-1**) provides that the federal government shall pay the provincial government a per diem in the amount of \$141.64 (now \$151.00) per Veteran (hereinafter referred to as “**Care and Services Per Diem**”) as well as an additional per diem in the amount of \$7.01 per Veteran (hereinafter referred to as “**Physician Availability Per Diem**”) in order to provide the attendance of a physician twenty-four (24) hours a day, seven (7) days a week at SAH, as appears from the provisions of the Transfer Agreement (**P-1**):

“2.1. DEFINITIONS

For the purposes of this Agreement:

[...]

“Physician Availability Per Diem” means the amount established by CANADA and QUÉBEC to have general practitioners available at SAH 24 hours a day, 7 days a week, as provided for in paragraph 6.1.5(b) of this Agreement;

“Care and Services Per Diem” means the amount established by CANADA and QUÉBEC to maintain the level of care and services for

Resident Veterans, excluding those provided by general practitioners, as provided for in paragraph 6.1.5(a) of this Agreement;

“User's contribution” means the amount that represents the difference between the average amount of the contribution of a Quebec resident user in an institution which is part of Québec's health and social services network and the average amount of the contribution of a Resident Veteran, representing the accommodation and meal fees, which amount is included in the care and services per diem as stipulated in paragraph 6.1.5(a) of this Agreement;”

(emphasis added)

58. The Transfer Agreement **(P-1)** also provides in detail the Respondents' obligations pertaining to the Care and Services Per Diem under subsection 6.1.5. a) and as such, specifies that VAC shall pay to CIUSSS the per diem monthly according to the number of beds at SAH occupied by Resident Veterans, which per diem amount will be indexed annually, based on the rate of increase at long-term care and residential centres;
59. The Transfer Agreement **(P-1)** also provides in detail the Respondents' obligations pertaining to the Physician Availability Per Diem under subsection 6.1.5. b) and as such, specifies that VAC shall pay to CIUSSS the per diem monthly for the attendance 24 hours a day, 7 days a week of general practitioners at SAH, which per diem amount will be indexed annually, based on the compensation paid to doctors in accordance with the agreement in effect between MHSS and the *Federation des médecins omnipraticiens du Québec*.
60. The Care and Services Per Diem as well as the Physician Availability Per Diem represent a supplement specifically calculated between the Respondents to ensure the necessary funds to be able to provide the level of care they were bound to maintain for the Veterans at SAH;
61. The determination of said per diems clearly demonstrates that the parties to the Transfer Agreement **(P-1)** evaluated on an objective basis the value of the care and services provided by the province, as well as the amounts needed to reach VAC's level of care and services provided to the Veterans;

62. The determination of said per diems means that the Respondents have estimated and quantified the costs of the supplementary services to be rendered by CIUSSS on top of the provincial standards of care in order to meet VAC's standard within SAH, and that they have set a fair value to cover the costs of such supplementary services;
63. The Respondents have negotiated and agreed on said per diem amounts and have committed themselves to fulfill a well determined obligation of result;

C. The Dramatic Deterioration in the Level of Care and Services since the Transfer of SAH

64. Since the transfer on April 1, 2016, the Respondents, collectively, have failed miserably to maintain and provide the exceptional level of care and services to the Veterans as before the transfer, which services have deteriorated to the point of endangering the health of the Veterans on an ongoing basis and diminishing their quality of life and personal dignity;
65. More specifically, since the transfer, the Respondents have failed to provide competent, bilingual and steady personnel (nurses and orderlies) for the day to day services and care required by the Veterans, as they were receiving before April 1, 2016;
66. In fact, almost immediately after the transfer date of April 1, 2016, forty percent (40 %) of the staff resigned;
67. Notwithstanding the fact that the Transfer Agreement (**P-1**) provides explicitly that the Veterans shall receive services in the language of their choice (i.e. English for half of them) the Respondents have failed to do so;
68. Moreover, the vast majority of care and service providers, since April 1, 2016, are unable or unwilling to communicate in English, making it extremely difficult if not impossible for them to communicate effectively with half of the Resident

Veterans, thereby often putting them at risk due to their inability to properly understand each other;

69. SAH used to be a true "*milieu de vie*" where Resident Veterans benefited from a sense of community, and where residents and staff were part of an institutional family;
70. Resident Veterans at SAH used to benefit from dedicated, caring, well trained and well paid staff;
71. Since the transfer, SAH has been unable to recruit and retain new properly qualified staff; there is often staff shortages, absenteeism, excessive staff rotation, inadequate supervision and excessive use of agency personnel who are detached and indifferent to the needs of the Veterans;
72. With about 40 % of the staff lost in the course of SAH's transfer, Resident Veterans have lost their sense of community as well as a part of their institutional family, and now depend on continuously changing agency personnel to care for them;
73. These changes were well noticed by Ms. Ghislaine Foisy, an outside contracting massage therapist who served at SAH during twenty-five (25) years, who deplored the disappearance of quality services since the transfer of SAH, once a beautiful hospital offering professional and high-end services to Veterans, highly qualified and motivated staff whose priority was the patients' physical, mental and spiritual wellbeing, as appears from a copy of the letter communicated as **Exhibit P-13**;
74. All of the foregoing problems have been experienced by the Petitioner himself as well as the Veterans of SAH on an ongoing basis since the Transfer;
75. The serious decline or disappearance of the care and services since the transfer of SAH from the federal to the provincial authorities includes the following:

- a) Before the transfer, Veterans benefited from the presence of one (1) doctor on the 11th floor, four and a half (4 ½) days per week, who covered two and a half (2 ½) floors and was available to appear on any floor on request, whereas since the transfer, only one (1) doctor is present, one (1) day per week, covers two (2) or three (3) floors, and is available by telephone, and one (1) doctor in the Pavilion is present two and a half (2 ½) days per week;
- b) Before the transfer, Veterans benefited from the presence of one (1) head nurse and one (1) assistant head nurse on each floor, whereas since the transfer, there is only one (1) head nurse and two (2) assistant head nurses for three (3) floors;
- c) Before the transfer, nurses and orderlies at SAH were dedicated, caring, professional, proficiently bilingual, and had full time employment opportunities, whereas SAH's new nurses and orderlies lack the required long term care institutional experience, are not bilingual, are unmotivated, and mostly work on a part time basis;
- d) Before the transfer, there was a replacement unit on site at SAH which provided replacement personnel from on hand staff within SAH, in the event of absences or missing staff, whereas since the transfer, it is intended to be relocated to another facility responsible for several institutions with the result that now the replacement staff can be anyone from another institution in the CIUSSS family or an outside agency who are often unqualified or untrained to deal with Veterans;
- e) Before the transfer, there was a medical supply store on site at SAH, whereas since the transfer, it was relocated to another facility to serve the entire CIUSSS;
- f) Before the transfer, equipment was sterilized at SAH, whereas after the transfer, since spring 2018, it is now done off site which results in delays for obtaining basic everyday supplies such as catheters;
- g) Before the transfer, laboratory clinic services were available on site at SAH from 7 a.m. to 3 p.m., whereas since the transfer, they are only available from 7 a.m. to noon which reduction causes additional delays in getting tests done and obtaining results;
- h) Before the transfer, blood test analyses were conducted on site at SAH with results given the same day, whereas since the transfer, a technician draws the blood samples at SAH, which are sent to outside labs for testing, resulting in longer delays to obtain results;
- i) Before the transfer, there was one (1) urologist on site at SAH once per month, whereas since the transfer, he is only available once every three (3) months, which infrequency leads to disruptive situations such as was

experienced by the Petitioner himself following a urinary tract infection, where he had to be transported to the hospital to see the doctor, thereby putting him, as well as others, at risk;

- j) Since the transfer, the positions of staff who used to be available on site at SAH have been left vacant and have not been replaced, so that the services of one (1) occupational therapist, one (1) surgeon and (1) rheumatologist are no longer available;
 - k) Before the transfer, there were two (2) radiologists available on site at SAH, whereas since the transfer, there is only one (1);
 - l) Before the transfer, the services of two (2) dentists and laryngoscopy services were available on site at SAH, whereas since the transfer, they have been unavailable for many months and have only recently been restored;
 - m) Before the transfer, cardiology services (including electrocardiograms within twenty-four (24) hours), pulmonology services, hematology services, psychiatric services, and cystoscopy services were available on site at SAH, whereas since the transfer, they are no longer available on site and have been out-sourced;
 - n) Before the transfer, orthopedic services were available on site at SAH once per month, whereas since the transfer, they are only available one to two times per month;
 - o) Before the transfer, base X-rays and PPD/Tuberculosis tests were routinely given to every patient admitted to SAH, whereas since the transfer, it is no longer done;
 - p) Before the transfer, wheelchair cleaning services were provided by employee on site available at SAH on a regular schedule and as frequently as needed, whereas since the transfer, the service is only available once per year and the position has remained open, but not filled;
 - q) Before the transfer, snacks, which provided a treat for the Veterans, were available on site at SAH in wide variety and ample quantity, whereas since the transfer, there is reduced variety and quantity;
76. While some of the above listed items might seem benign from an outsider point of view, their summation have an aggravated negative impact on the level of care and services and on the Veterans' quality of life and their family members who have to make up for the lack of care and services;

77. This ongoing decline and degradation in services has had and continues to have a direct and significant impact on the overall state of physical, mental and emotional health, and day to day lives of numbers of Veterans, as appears from the letter dated June 21, 2018, from Mr. Thomas McFarlane to Ms. Lynne McVey, communicated as **Exhibit P-14**;
78. Veterans' quality of life is greatly impacted by the food provided at SAH, which is one of the few pleasures they can enjoy in the institution to be their "last home", and the decrease in quality and variety is significantly linked to their happiness and well-being;
79. Veterans are left unattended and isolated for hours on end and are receiving sub-standard care when in fact they were promised the highest and exceptional standard of care, all of which has a deleterious effect on their already fragile health and welfare;
80. Resident Veterans at SAH have endured more than mere unpleasantness and annoyances from the above listed shortcomings and from the Respondents' failure to fulfil their obligations and promises to their benefit;
81. They have suffered stress, tremendous inconveniences and prejudice due to the decrease in the level of care and services and the high turnover of care providers (nurses and orderlies) which, considering their vulnerability, advanced aged, and varied physical, medical and mental state, causes undue anxiety and insecurity, as well as higher risk of medical and procedural errors to the Class Members;
82. Given their advanced age, fragile health, limited mobility and physical restrictions, the removal and/or outsourcing of the services that used to be provided on site at SAH have a deleterious effect on the health and well-being of those Veterans who have to go to outside facilities, and have caused undue delays in receiving essential material, care and services;

83. Despite their advanced age Veterans are entitled to the respect of their personal integrity, safety, honor and dignity;
84. The impact on the Veterans has been acknowledged by the Respondents and their various representatives and personnel themselves, but yet without any resolution having occurred, as appears from the various correspondences produced in support of the present Application;
85. An example of the ongoing nature of the serious shortfalls in the care and services to the Veterans can be seen from an e-mail sent by Stuart Rechnitzer, of the Office of the Service Quality and Complaints Commissioner of the CIUSSS to the director of the CIUSSS on January 30, 2018 wherein he states:

“J’ai encore reçu cette semaine plusieurs plaintes concernant l’instabilité et l’insuffisance des préposés auprès des bénéficiaires (PAB’S) et des infirmières à l’Hôpital Sainte Anne (HAS). J’avais déjà reçu plusieurs plaintes similaires récemment, de plusieurs unités HAS.

Selon les plaignants, la pénurie du personnel presque constante affecte la qualité des soins et services, au point d’affecter la qualité de vie et même la sécurité des résidents.

En plus, le personnel non régulier est moins formé, connaît moins les résidents, ce qui affecte aussi la qualité des soins et services.

Comme vous le savez déjà, ceci est un problème global et récurrent.

Je comprends que d’autres installations vivent des situations similaires, mais HSA est aussi lié par contrat avec Anciens Combattants Canada à continuer à offrir le niveau de service qui prévalait avant le transfert du fédéral à notre CIUSS.

De façon réaliste, quand prévoyez-vous pouvoir mettre en place des mesures d’amélioration pour minimiser la pénurie du personnel PAB et infirmier à HSA?”

a copy of the said email is communicated as **Exhibit P-15**;

D. The Payouts from VAC to the Provincial Health Authorities

86. The Petitioner learnt that since the date of the transfer April 1, 2016 up to March 31, 2018, VAC has remitted to the provincial government an amount of **\$ 27,083,664** designated for the Veterans as provided in the Transfer Agreement (P-1), said amount having since increased to over thirty million dollars (**\$ 30,000,000**);
87. The Petitioner was also told that this money is remitted by VAC directly to the Respondent CIUSSS;
88. In order to try to understand what has happened with all the money that VAC has remitted in light of the significant problems being suffered by the Veterans since the transfer, the Petitioner filed an access to information request to VAC;
89. On June 20, 2018 the Petitioner obtained the following response from VAC:

“Between the dates of April 1, 2016 and March 31, 2018, VAC has remitted \$ 27,083,664 in order to cover the care and services per diem and also the doctor’s per diem according to the transfer agreement. The current per diem per Veteran is \$151.90. Specific information on the how this funding is being allocated should be directed to the Province of Québec.”

(emphasis added)

a copy of the request and response is communicated, *en liasse*, as **Exhibit P-16**;

90. The said response from VAC shows the gross indifference, blatant disregard and failure of VAC to ensure the proper use of these funds by the Respondent provincial health authorities to provide the exceptional level of care and services due to the Veterans at SAH, the whole in clear violation of their obligations of result under the Transfer Agreement (P-1);
91. Worse, the Petitioner has made numerous subsequent requests to all levels of VAC to oblige them to obtain a complete accountability from the CIUSSS regarding these sums without having ever received, to this date, any such

accountability, as appears from the email dated February 20, 2018, communicated as **Exhibit P-17**;

92. The per diem allocations provided in the Transfer Agreement (**P-1**), although paid to the Respondents CIUSSS and/or MHSS from VAC, have not been affected to the purposes intended for the benefit of the Veterans for whom they were destined as evidenced by the sharp decline and/or disappearance of services and care to the Class Members;
93. Collectively, the Respondents have failed to fulfill their respective obligations under the Transfer Agreement (**P-1**) and at law by failing to provide and maintain the same exceptional level of care and services to the Veterans at SAH in the official language of their choice, which obligation they established and which they were bound to do since the transfer on April 1, 2016;
94. More specifically, the Respondents obligations included, inter alia, duties to:
 - a) Ensure that the Veterans continued to receive the same exceptional level of care and services on a priority basis after the transition date of April 1, 2016 as before;
 - b) Ensure that the per diem supplements of money remitted by VAC are properly and effectively affected to provide this exceptional level of care to the Veterans and in the language of their choice;
 - c) for VAC to supervise and verify the allocation of the sums paid by them to the provincial health authorities to ensure conformity to the Transfer Agreement;
 - d) Act diligently and properly to respect the personal safety, dignity and quality of life of all Class Members Veterans;
95. The scope, quality and quantity of services to the Veterans have declined to the point of outright neglect, putting the lives of the Veterans in danger;
96. The Respondents are in breach of the Transfer Agreement (**P-1**) with regard to the specific provisions thereof regarding the care and services to be provided on a priority basis to the Veterans;

97. As a result, the Class Members have variously suffered serious damages and moral prejudice as a result of the Respondents' failure to respect their obligations under the Transfer Agreement (P-1) and therefore seek monetary compensation equivalent to the per diem amounts established in the Transfer Agreement (P-1) since April 1, 2016 as well as moral damages and punitive damages;
98. Accordingly, the Class Members, being the end beneficiaries of the per diem payments, are entitled to claim, the amount of \$ 151.90 each, *sauf a parfaire*, per day since April 1, 2016 or their respective dates of arrival at SAH in damages for the care and services they were deprived of, and so up until the date at which all the services due to the Veterans shall be re-established to the exceptional level to which they are entitled or up to the date of their death;
99. The Class Members are also entitled to claim moral damages in the amount of \$ 120.00 each per day since April 1, 2016 or their respective dates of arrival at SAH, as well as punitive damages in the amount determined by the Court for the prejudice suffered due to the Respondents' failure to safeguard their dignity and honor as provided in sections 1 and 4 of the *Québec Charter of Human Rights and Freedoms* and due to the Respondent's failure to safeguard their right to life, liberty and security of their person and the right not to be deprived thereof as provided in section 7 of the *Canadian Charter of Rights and Freedoms*;
100. The Class Members are also entitled to claim punitive damages for the unlawful and wilful acts and neglect of the Respondents evidenced as follows:
- a) Having allowed manifestly unreasonable delays to have elapsed since April 1, 2016 without being able to deliver the level of services to the Veterans as required knowing that the longer the delays the more Veterans are passing away and being neglected given their extreme vulnerability and advanced ages;
 - b) Their total failure to compensate the Veterans in the absence of being able to provide the care and services they are obliged to provide, especially given the fact that the Respondents have been aware since at least 1998 of the particular situation and difficulties regarding the transfer of care and services of Veterans from federal to provincial responsibility;

- c) The fact that they knew or couldn't ignore their responsibility to maintain the level of care and services provided to the Resident Veterans and nevertheless refused or neglected to abide by this obligation;

IV. THE CLAIMS OF THE MEMBERS RAISE IDENTICAL, SIMILAR OR RELATED QUESTIONS OF LAW OR FACT

101. The Petitioner respectfully submits that the following common or related questions of law and fact arise from the allegations contained in the present proceedings:

- a) Are the Respondents in breach of their contractual and extra-contractual obligations to maintain the level of care and services provided to the Veterans residing at SAH prior to the transfer, under the terms of the Transfer Agreement since April 1, 2016?
- b) Are the Respondents bound to an obligation of result in delivering the level of care and services provided in the Transfer Agreement? If so, have they failed to meet this obligation of result?
- c) Are the Class Members, as end beneficiaries of the care and services to be provided under the Transfer Agreement, entitled to claim contractual and extra-contractual damages from the Respondents?
- d) Are the Respondents jointly and severally responsible to pay to the Class Members, as damages, the per diem amounts promised and paid for their benefit under the Transfer Agreement and which they were deprived of?
- e) Are the Class Members entitled to claim moral damages from the Respondents for pain and suffering, loss of dignity, frustration, inconvenience and stress, and, if so, in what amount?
- f) Have the Respondents unlawfully and intentionally breached the Class Members rights to dignity and honour protected by the *Québec Charter of Human Rights and Freedoms*?
- g) Have the Respondents unlawfully and intentionally breached the Class Members rights to life, liberty and security protected by the *Canadian Charter of Rights and Freedoms*?
- h) Are the Respondents responsible to pay punitive damages to the Class Members and, if so, in what amount?

102. It is in the interest of the Class Members that the above listed questions be dealt with collectively;

103. The only question of fact which would remain particular to each member of the Class is:

- a) Which is the specific amount of damages for which each Class Member is entitled?

V. THE NATURE OF THE CLASS ACTION

104. The action that the Petitioner wishes to institute on behalf of the Class is an action in contractual damages against the Respondents which are party to the Transfer Agreement **(P-1)** and extra-contractual damages against the Respondent Attorney General of Canada, moral damages and punitive damages, to compensate the failure from the Respondents to provide the same exceptional level of care and services which the Veterans received at SAH prior to the transfer and which the Respondents were obliged to provide to the Veterans at the date of the transfer in accordance with the law and with the Ste. Anne's Transfer Agreement **(P-1)** since April 1, 2016;

105. The facts alleged justify the conclusions sought;

VI. THE COMPOSITION OF THE CLASS MAKES IT DIFFICULT OR IMPRACTICABLE TO APPLY THE RULES OF MANDATE

106. There are currently about 166 Veterans at SAH, 10 of which are women and 156 men, a large number of whom are represented by their children or family members given their mental and physical incapacities or limitations, who reside throughout and outside the greater Montréal region;

107. The Class Members are elderly, in poor health and vulnerable, and therefore unlikely to voice their complaints by fear of retribution by the institution;

108. The Class Members are in varying physical and mental state and enjoy varying degrees of independence;

109. Many Class Members have passed since the transfer date of April 1, 2016, making it difficult for the Petitioner to identify all Class Members and their heirs and/or successors;
110. Accordingly, it is highly impracticable, if not impossible, to address the issues raised in the present proceedings on an individual basis, to obtain a mandate from each of them and/or proceed by joinder of actions;
111. The fact that the Class Members all reside or have resided at SAH does not change anything to the difficulties faced by the Petitioner;
112. Accordingly, the composition of the Class makes it difficult or impracticable to apply the rules for mandates to sue on behalf of others or for consolidation of proceedings, as per section 574 of the *Code of civil procedure (C.C.P)*;

VII. THE PROPOSED REPRESENTATIVE IS IN A POSITION TO PROPERLY REPRESENT THE CLASS

113. The Petitioner is a member of the Class;
114. He has been a Resident Veteran of SAH since April 2013 and has experienced the care and services as they were prior to the transfer of SAH on April 1, 2016;
115. At the time the Petitioner entered SAH and continuously up to the present, he has been on a regiment of medications including eight (8) antibiotics per day, unable to get in and out of bed or to dress himself, and has a number of other medical issues and conditions, making him completely dependent on the care providers and nurses at SAH;
116. He has remained a Resident Veteran at SAH since the transfer took place on April 1, 2016 and has therefore been a privileged witness of the changes which have occurred thereafter;
117. The Petitioner is personally fully aware of the issues regarding the drastic decline in the care and services at SAH, as he has experienced those firsthand, and has

had the opportunity to discuss the problems arising from such situation with fellow Resident Veterans and their family members;

118. He has been actively involved with the Veterans at SAH as well as their family members in trying to put forward the rights of the Class Members and to voice their concerns, since even before the transfer of April 1, 2016, as appears from the media coverage communicated, *en liasse*, as **Exhibit P-18**;
119. He has been an active member of the Veterans' Committee and prior to the transfer, set up a newsletter for Veterans called "Veterans Voice – La Voix des Vétérans" to keep all Veterans at SAH, as well as outside, informed on all matters involving Veterans;
120. He is tech savvy and is familiar with all forms of social media;
121. He is currently the vice-president of the Veterans' Committee which represents the interests of all the Veterans at SAH, the editor in chief of the SAH newsletter "The Veterans' Voice – La Voix des Vétérans", as well as the president of the provincially mandated user's committee, representing all SAH Residents, Veterans and civilians alike;
122. He is the person who began and organized the initiative to undertake the present legal proceedings on behalf of the Veterans at SAH;
123. He is the one who sought out the lawyers to represent the Veterans in this matter and has been the primary person to organise the information sessions and communications to the Veterans of the ongoing issues;
124. He is available full time and totally committed to the pursuit of the present Application for the benefits of his colleague Veterans;
125. He has already gained the support and approval of numerous Veterans and their family members in relation to the present Application;
126. The Petitioner is therefore qualified to represent the Class Members;

VIII. THE CLASS ACTION SHOULD BE BROUGHT BEFORE THE SUPERIOR COURT FOR THE DISTRICT OF MONTRÉAL

- 127. The Class Members reside in the district of Montréal;
- 128. The undersigned lawyers have their offices in the district of Montréal;
- 129. The Respondents have places of business in the district of Montréal;
- 130. The whole cause of action has arisen in the district of Montréal.

WHEREFORE THE PETITIONER PRAYS THAT BY JUDGEMENT TO BE RENDERED HEREIN:

- 131. The present Application be granted;
- 132. That the Respondents be ordered to provide the undersigned attorneys, in an electronic format:
 - a) the personal and contact information (full name, date of birth, date of death, if applicable) of all Veterans who have resided at SAH since April 1, 2016 and thereafter;
 - b) the details of all amounts paid by VAC to MHSS and/or SAH in accordance with the Transfer Agreement;
 - c) a complete accounting of the use made of all amounts paid by VAC to MHSS and/or SAH in accordance with the Transfer Agreement;
- 133. That the institution of a class action be authorized as follows:

An action in contractual damages, extra-contractual damages, moral damages and punitive damages against the Respondents.
- 134. That the status of representative be granted to Wolf William Solkin for the purpose of instituting the said class action for the benefit of the following group of persons, namely:

“All natural persons who are or were war Veterans from the Second World War and Korean War and who were residents of Ste. Anne’s Hospital as of April 1, 2016 or thereafter, as well as their heirs and/or successors.”

“Toutes les personnes qui sont ou qui étaient des Anciens combattants de la Seconde Guerre mondiale ou de la Guerre de Corée et qui étaient résidents à l'Hôpital Sainte-Anne à partir du 1^{er} avril 2016, ainsi que leurs héritiers et/ou ayants droit.”

135. That the principal questions of law and of fact to be dealt with collectively be identified as follows:
- a) Are the Respondents in breach of their contractual and extra-contractual obligations to maintain the level of care and services provided to the Veterans residing at SAH prior to the transfer, under the terms of the Transfer Agreement since April 1, 2016?
 - b) Are the Respondents bound to an obligation of result in delivering the level of care and services provided in the Transfer Agreement? If so, have they failed to meet this obligation of result?
 - c) Are the Class Members, as end beneficiaries of the care and services to be provided under the Transfer Agreement, entitled to claim contractual and extra-contractual damages from the Respondents?
 - d) Are the Respondents jointly and severally responsible to pay to the Class Members, as damages, the per diem amounts promised and paid for their benefit under the Transfer Agreement and which they were deprived of?
 - e) Are the Class Members entitled to claim moral damages from the Respondents for pain and suffering, loss of dignity, frustration, inconvenience and stress, and, if so, in what amount?
 - f) Have the Respondents unlawfully and intentionally breached the Class Members rights to dignity and honour protected by the *Québec Charter of Human Rights and Freedoms*?
 - g) Have the Respondents unlawfully and intentionally breached the Class Members rights to life, liberty and security protected by the *Canadian Charter of Rights and Freedoms*?
 - h) Are the Respondents responsible to pay punitive damages to the Class Members and, if so, in what amount?
136. That the question of fact which is particular to each Class Member be identified as follows:
- a) Which is the specific amount of damages for which each Class Member is entitled?

137. That the conclusion sought by the Petitioner in relation to such questions are as follows:

GRANT the present Action on behalf of all the Class Members;

DECLARE the Respondents are in breach of their contractual and extra-contractual obligations under the Transfer Agreement signed in April 2015 and under the law with regard to the Veterans at SAH, Class Members;

DECLARE the Respondents are bound to an obligation of result in delivering the level of care and services provided in the Transfer Agreement and have failed to meet said obligation;

CONDEMN the Respondents jointly and severally to pay to each Class Member the amount of \$151.90, *sauf a parfaire*, per day for each day she/he has resided at SAH from April 1, 2016, or such other date of arrival after that date, as the per diem allocation attributed under the Transfer Agreement;

ORDER that the said amounts shall be paid to the Class Members up until the date at which all the services due to the Veterans shall be re-established to the exceptional level to which they are entitled or up to the date of their death;

DECLARE that the nature of the breach by the Respondents and the effect it has had on the safety, dignity, and quality of life of the Class Members is open to moral damages;

CONDEMN the Respondents jointly and severally to pay to each Class Member moral damages in the amount of \$ 120.00 per day for each day she/he has resided at SAH from April 1, 2016, or such other date of arrival after that date;

CONDEMN the Respondents jointly and severally to pay to each Class Member punitive damages in the amount determined by the Court;

ASSESS the amounts of damages to which the Class Members are entitled to on a collective basis and **CONDEMN** the Respondents to pay such amounts on a collective basis, or alternatively;

DECLARE that the monies to be paid as well as the damages suffered by the Class Members were suffered on an individual basis and **ORDER** the Respondents to pay such damages on an individual basis;

CONDEMN the Respondents to pay the Petitioner and Class members the abovementioned sums with interest thereon at the legal rate as well as the additional indemnity provided for in article 1619 C.C.Q.;

138. That the delay for exclusion from the Class be fixed at sixty (60) days from the date of notice to the members, and at the expiry of such delay, the members of the Class who have not requested exclusion be bound by any such judgment to be rendered on the class action, in accordance with law;
139. That it be ordered that a notice to the members of the Class be drafted according to the terms of form VI of the Rules of Practice of the Superior Court of Quebec and that it be made public within thirty (30) days of judgment to intervene in the present Motion in the following manner:
- a) By publication of a notice to members of the Class in newspapers, the details of which to be decided following the hearing on the present Application, in accordance with the model notice provided for in the Rules of Practice of the Superior Court of Quebec;
 - b) By publication of the notice to members of the Class on the internet site of the Respondents and the internet site of the attorneys for Petitioner with a hypertext entitled "Avis aux membres de recours collectif, Notice to all Class Action Members" prominently displayed at SAH and on Respondents' internet site and to be maintained thereon until the Court orders publication of another notice to members by final judgment in this instance or otherwise;
140. That the record be referred to the Chief Justice so that he may fix the district in which the class action is to be brought and the Judge before whom it will be heard;
141. That in the event that the class action is to be brought in another district, the Clerk of this Court be ordered upon receiving the decision of the Chief Justice, to transmit the present record to the Clerk of the district so designated.

THE WHOLE with legal costs including the cost of notices, experts and expert reports and the attendance fees of the experts to present these reports in Court.

Montréal, October 30, 2018



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Nelson Champagne

NOTICE OF PRESENTATION
(articles 146 and 574 al. 2 N.C.P.C.)

TO: THE ATTORNEY GENERAL OF CANADA

Complex Guy-Favreau, Quebec Regional Office, Department of Justice, East
Tower
9th Floor, 200 Rene-Levesque Boulevard West,
Montréal, Québec
H2Z 1X4

-And-

THE ATTORNEY GENERAL OF QUEBEC

1, Notre-Dame Street East, Office 8.00
Montréal, Québec
H2Y 1B6

-And-

**THE CENTRE INTEGRE UNIVERSITAIRE DE SANTE ET DE SERVICES
SOCIAUX DE L'OUEST-DE-L'ILE DE MONTREAL**

160 Stillview Avenue
Pointe Claire, Québec
H9R 2Y2

Respondents

TAKE NOTICE that Petitioner's *Originating Application for authorization to institute a class action and to obtain status of representative* will be presented before the Superior Court at **1 Rue Notre-Dame E, Montréal, Québec, H2Y 1B6**, on the date set by the coordinator of the Class Action chamber.

GOVERN YOURSELVES ACCORDINGLY

Montréal, October 30, 2018



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Nelson Champagne

SUMMONS
(Articles 145 and following C.C.P.)

Filing of a judicial application

Take notice that the Petitioner has filed this *Originating Application for authorization to institute a class action and to obtain status of representative* in the office of the Superior court of Quebec in the judicial district of Montreal.

Respondent's answer

You must answer the application in writing, personally or through a lawyer, at the Courthouse of Montreal situated at 1, rue Notre-Dame Est, Montreal, Quebec, H2Y 1B6 within 30 days of service of the Application. The answer must be notified to the Petitioner's lawyer or, if the Petitioner is not represented, to the Petitioner.

Failure to answer

If you fail to answer within the time limit of 30 days, a default judgement may be rendered against you without further notice and you may, according to the circumstances, be required to pay the legal costs.

Content of answer

In your answer, you must state your intention to:

- negotiate a settlement;
- propose mediation to resolve the dispute;
- defend the application and, in the cases required by the Code, cooperate with the Petitioner in preparing the case protocol that is to govern the conduct of the proceeding. The protocol must be filed with the court office in the district specified above within 45 days after service of the summons or, in family matters or if you have no domicile, residence or establishment in Québec, within 3 months after service;
- propose a settlement conference.

The answer to the summons must include your contact information and, if you are represented by a lawyer, the lawyer's name and contact information.

Change of judicial district

You may ask the court to refer the originating application to the district of your domicile or residence, or of your elected domicile or the district designated by an agreement with the Petitioner.

If the application pertains to an employment contract, consumer contract or insurance contract, or to the exercise of a hypothecary right on an immovable serving as your main residence, and if

you are the employee, consumer, insured person, beneficiary of the insurance contract or hypothecary debtor, you may ask for a referral to the district of your domicile or residence or the district where the immovable is situated or the loss occurred. The request must be filed with the special clerk of the district of territorial jurisdiction after it has been notified to the other parties and to the office of the court already seized of the originating application.

Transfer of application to Small Claims Division

If you qualify to act as a plaintiff under the rules governing the recovery of small claims, you may also contact the clerk of the court to request that the application be processed according to those rules. If you make this request, the plaintiff's legal costs will not exceed those prescribed for the recovery of small claims.

Calling to a case management conference

Within 20 days after the case protocol mentioned above is filed, the court may call you to a case management conference to ensure the orderly progress of the proceeding. Failing this, the protocol is presumed to be accepted.

Exhibits supporting the application

In support of the originating application, the Petitioner intends to use the following exhibits:

- **EXHIBIT P-1:** Ste Anne's Hospital Transfer Agreement (direct English translation);
- **EXHIBIT P-2:** Ste Anne's Hospital Plan;
- **EXHIBIT P-3:** Letter from Veterans Affairs Canada ("VAC") dated March 2, 2016;
- **EXHIBIT P-4:** Letter from VAC to Wolf Solkin dated July 24, 2018;
- **EXHIBIT P-5:** Senate Sub-Committee "First Report" dated March 1998;
- **EXHIBIT P-6:** Senate Sub-Committee Report dated February 1999;
- **EXHIBIT P-7:** Statement of Minister of VAC, Steven Blainey, dated April 27, 2012;
- **EXHIBIT P-8:** Letter from Minister of VAC, Kent Hehr to Ms. Catherine Hooper dated March 9, 2016;
- **EXHIBIT P-9:** Letter from Kent Hehr to Wolf Solkin dated October 12, 2016;
- **EXHIBIT P-10:** Letter from Kent Hehr to Wolf Solkin dated June 7, 2017;
- **EXHIBIT P-11:** Letter of Irene Mathysen, M.P. to Kent Hehr dated August 3, 2017;

- **EXHIBIT P-12:** Letter from Minister of VAC Seamus O'Regan to Wolf Solkin dated January 22, 2018;
- **EXHIBIT P-13:** Letter of Ghislaine Foisy to Wolf Solkin dated November 11, 2017;
- **EXHIBIT P-14:** E-mail exchange of Lynne McVey and Thomas McFarlane of June 21 and August 22, 2018;
- **EXHIBIT P-15:** E-mail of Stuart Rechnitzer dated January 30, 2018;
- **EXHIBIT P-16:** Reply to access to information request dated June 20, 2018;
- **EXHIBIT P-17:** E-mails of Wolf Solkin to John Brassard dated July 7, 2018 and February 20, 2018;
- **EXHIBIT P-18:** Media Coverage, namely three (3) articles;
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These exhibits are available on request.

Notice of presentation of an application

If the application is an application in the course of a proceeding or an application under Book III, V, excepting an application in family matters mentioned in article 409, or VI of the Code, the establishment of a case protocol is not required; however, the application must be accompanied by a notice stating the date and time it is to be presented.

N^o :

SUPERIOR COURT
PROVINCE OF QUEBEC
DISTRICT OF MONTREAL

WOLF WILLIAM SOLKIN

Petitioner

-vs.-

THE ATTORNEY GENERAL OF CANADA

-and-

THE ATTORNEY GENERAL OF QUEBEC

-and-

THE CENTRE INTÉGRÉ UNIVERSITAIRE DE
SANTÉ ET DE SERVICES SOCIAUX DE
L'OUEST-DE-L'ILE DE MONTREAL

Respondents

ORIGINATING APPLICATION FOR
AUTHORIZATION TO INSTITUTE A CLASS
ACTION AND TO OBTAIN STATUS OF
REPRESENTATIVE (Art. 574 C.c.p.)

COPY

AK 1335

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