

Translated from the original French

Solkin c. Procureur général du Canada

2019 QCCS 490

SUPERIOR COURT
(Class action)

CANADA
PROVINCE OF QUEBEC
DISTRICT OF MONTREAL

No.: 500-06-000952-180

DATE: February 20, 2019

PRESIDING: THE HONOURABLE DONALD BISSON, J.S.C.

WOLF WILLIAM SOLKIN
Plaintiff

v.

ATTORNEY GENERAL OF CANADA
ATTORNEY GENERAL OF QUÉBEC
CENTRE INTÉGRÉ UNIVERSITAIRE DE SANTÉ ET DE SERVICES SOCIAUX DE
L'OUEST-DE-L'ÎLE DE MONTRÉAL
Defendants

JUDGMENT ON AN APPLICATION FOR AUTHORIZATION TO INSTITUTE
A CLASS ACTION

1. EXECUTIVE SUMMARY / SOMMAIRE EXÉCUTIF

[1] The Court will begin this judgment with an executive summary of its content, in both languages.

[2] **Here is the English summary:**

On February 20, 2019, the Superior Court of Québec for the district of Montréal authorized a class action against the Attorney General of Canada, the Attorney General of Québec,

and the Centre Intégré Universitaire de Santé et de Services Sociaux de l'Ouest-de-l'Île de Montréal ("CIUSSS") on behalf of the following persons:

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. ("Members")

Mr. Wolf William Solkin was appointed representative of the persons included in the class.

The class action seeks to compensate the Members of the class for the failure by the Attorney General of Canada, the Attorney General of Québec, and CIUSSS to provide the same exceptional level of care and services which the Members received at Ste. Anne's Hospital prior to the transfer of the facility under provincial jurisdiction on April 1, 2016. The Defendants will oppose the class action; the Plaintiff will have to prove the merits of his claim.

[3] **Here is the French summary:**

Le 20 février 2019, la Cour supérieure du Québec, district de Montréal, a autorisé l'exercice d'une action collective contre le Procureur général du Canada, la Procureure générale du Québec et le Centre Intégré Universitaire de Santé et de Services Sociaux de l'Ouest-de-l'Île de Montréal (« CIUSSS ») au nom du groupe suivant :

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 résidentes à l'Hôpital Sainte-Anne à partir du 1er avril 2016 ou après, ainsi que leurs héritiers et/ou ayants droit. (« membres »)

M. Wolf William Solkin a été désigné représentant les membres aux fins d'exercer cette action collective pour le compte du groupe.

L'action collective vise à indemniser les membres du groupe pour le défaut du Procureur général du Canada, de la Procureure générale du Québec et du CIUSSS de maintenir le niveau exceptionnel de soins et services que les Anciens combattants recevaient à l'Hôpital Ste-Anne avant la cession de l'établissement aux autorités provinciales le 1er avril 2016. Les défendeurs entendent contester l'action collective; le demandeur devra prouver le bien-fondé de son recours.

2. INTRODUCTION

[4] The plaintiff Mr. Wolf William Solkin, 95 years old, has brought before the Court an application for authorization to institute a class action and to obtain status of representative, on behalf of the following class, of which he claims to be a member:

In English:

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.

In French:

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 résidentes à l'Hôpital Sainte-Anne à partir du 1^{er} avril 2016, ainsi que leurs héritiers et/ou ayants droit.¹

[5] The class action for which the plaintiff seeks authorization is an action in contractual and extra-contractual damages and moral and punitive damages to compensate the members of the class for the defendants' alleged failure to maintain the level of care and services that Veterans were receiving at the Ste. Anne's Hospital ("SAH") prior to the institution's transfer on April 1, 2016. According to the plaintiff, the defendants were bound to continue maintaining a specific level of care for Veterans after the transfer, in accordance with the terms of: (1) the Ste. Anne's Hospital Transfer Agreement² (the "Transfer Agreement") entered into by the parties in April 2015; (2) the *Department of Veterans Affairs Act*³ (the "Act"); and (3) the *Veterans Health Care Regulations*⁴ (the "Regulations"). The proceeding is based on the *Civil Code of Québec* (the "CCQ"), the *Charter of human rights and freedoms*⁵ (the "Quebec Charter") and the *Canadian Charter of Rights and Freedoms*⁶ (the "Canadian Charter").

[6] According to the plaintiff, he and the members of the proposed class are all Veterans of the Second World War or the Korean War recognized as "Eligible Veterans" or "Resident Veterans" within the meaning of the Transfer Agreement signed in April 2015, and the *Act*, *Regulations* or other related statutes. The class members are or were living at SAH at the relevant time.

[7] The defendant Attorney General of Canada (the "AGC") represents Veterans Affairs Canada ("VAC"), which was and is the governmental body in charge of administering the *Act* and all the statutes and regulations concerning Veterans issues. It is also the former owner and administrator of SAH.

[8] The defendant Attorney General of Québec (the "AGQ") represents the Minister of Health and Social Services (the "MHSS"), the current owner of SAH. In accordance with the Transfer Agreement, the MHSS undertook to fulfil the obligation specifically promised to Veterans.

[9] The defendant Centre intégré universitaire de santé et de services sociaux de l'Ouest-de-l'Île de Montréal (the "CIUSSS") is the provincial government body appointed by the MHSS to implement the obligations incumbent under the Transfer Agreement. The CIUSSS is the current administrator of SAH.

[10] The defendants are all parties to the Transfer Agreement.

¹ See para. 1 of the Application for authorization to institute a class action and to obtain status as representative (the "Application for authorization").

² Ste. Anne's Hospital Transfer Agreement, Exhibit P-1.

³ *Department of Veterans Affairs Act*, R.S.C. (1985), c. V-1.

⁴ *Veterans Health Care Regulations*, SOR / 90-594.

⁵ CQLR, c. C-12.

⁶ Part I of the *Constitution Act, 1982*, being Schedule B to the *Canada Act 1982*, 1982, c. 11 (U.K.).

[11] In defence, the defendants do not contest the Application for authorization. That does not dispense the Court from ensuring that the requirements of the *Code of Civil Procedure* (the “CCP”) have been met to authorize a class action.

[12] The Court notes that the defence did not adduce any evidence.

[13] A table of contents can be found at the end of this judgment.

3. BACKGROUND AND ISSUES IN DISPUTE

[14] Article 575 *CCP* requires that four conditions be met before the Court can grant an application for authorization to institute a class action:

575. The court authorizes the class action and appoints the class member it designates as representative plaintiff if it is of the opinion that

- (1) the claims of the members of the class raise identical, similar or related issues of law or fact;
- (2) the facts alleged appear to justify the conclusions sought;
- (3) the composition of the class makes it difficult or impracticable to apply the rules for mandates to take part in judicial proceedings on behalf of others or for consolidation of proceedings; and
- (4) the class member appointed as representative plaintiff is in a position to properly represent the class members.

The Court notes⁷ that there is no [TRANSLATION] “fifth criterion” and that the principle of proportionality under art. 18 *CCP* is not a fifth separate condition when seeking authorization to institute a class action.

[15] The Court will therefore address the eight questions in the following order:

- 1) Is there a *prima facie* case?
- 2) Are there identical, similar, or related issues?
- 3) Does the composition of the class justify a class action?
- 4) Is the plaintiff in a position to properly represent the members?
- 5) What are the parameters for the class and for the identical, similar, or related issues?
- 6) What are the parameters for the notice of authorization and the period of exclusion?
- 7) In what judicial district should the class action be brought?
- 8) What should be done about the plaintiff’s application for disclosure of documents?

⁷ As the Court of Appeal reiterated in *J.J. c. Oratoire Saint-Joseph du Mont-Royal*, 2017 QCCA 1460 (C.A.) at paras. 44 and 45 (leave to appeal to SCC granted, 37855 (March 29, 2018)).

4. ANALYSIS AND DISCUSSION

[16] It is relevant to begin⁸ the analysis with the question of a *prima facie* case (art. 575(2) *CCP*), despite this criterion being the second in the list under art. 575 *CCP*. Indeed, before questioning whether the individual members' actions have a class aspect, the apparent basis of these actions should first be analysed, as the application would be doomed to fail without one.

4.1 Is there a *prima facie* case?

[17] Article 575(2) *CCP* states the following condition: "the facts alleged appear to justify the conclusions sought". The Court of Appeal summarizes the state of the law on this criterion in *Charles c. Boiron Canada inc.*:⁹

[TRANSLATION]

[43] In short, this requirement will be met when the plaintiff can demonstrate that the facts alleged in the proceeding justify, *prima facie*, the conclusions sought and therefore, that there is an arguable case. Vague, general, or imprecise allegations will be insufficient to meet this burden. In other words, mere assertions without factual basis are insufficient to establish an arguable case. The same is true with respect to hypothetical and purely speculative allegations. According to author Shaun Finn, in case of doubt, the courts lean toward the plaintiff except where, for example, the allegations are clearly contradicted by the evidence adduced in the record.

[18] In *Asselin c. Desjardins Cabinet de services financiers inc.*,¹⁰ the Court

[19] of Appeal reiterated the following elements concerning the analysis of a *prima facie* case:

- At the authorization stage, the applicant must only present an arguable case, that is to say, one with a chance of success, without having to establish a reasonable or realistic chance of success;
- While it may be true that vague, general, and imprecise is insufficient, this does not mean that we should shut our eyes to allegations that may be imperfect, but from which the real meaning may nevertheless clearly be gleaned. It is therefore necessary to know how to read between the lines;
- It is therefore not a question of requiring that the individual seeking authorization to institute a class action detail everything he or she alleges or the evidence that he or she intends to present in support of these allegations in the context of a trial on the merits;
- The authorizing judge must refrain from examining in great detail the evidence adduced by either party, or risk transforming the nature of the debate, which must

⁸ *Lambert (Gestion Peggy) c. Écolait Itée*, 2016 QCCA 659 (C.A.) at para. 28. See also, for example: *Gaudet et Lebel c. P. & B. Entreprises Itée*, 2011 QCCS 5867 (Sup. Ct.) at para. 41.

⁹ 2016 QCCA 1716 (C.A.) at para. 43 (leave to appeal to SCC refused, 37366 (May 4, 2017)). See to the same effect: *Belmamoun c. Ville de Brossard*, 2017 QCCA 02 (C.A.) at paras. 73 to 83.

¹⁰ 2017 QCCA 1673 (C.A.) at paras. 27 to 45, 91 and 104.

not encroach on the merits, decide them prematurely, or concern the respondent's means of defence.

- The facts alleged must be taken as proven unless their falseness is flagrant. That can happen, for example, when the allegations of the application for authorization are implacably *prima facie* contradictory or when the – limited – evidence adduced by the parties clearly shows – that is, in a way that offers indisputable certainty – the falseness or vacuity;
- The possibility that the proof on the merits will be difficult to make is not a ground for refusing to authorize a class action.
- The *prima facie* case must be analyzed in light of the plaintiff's individual case, not in light of the cases of the whole class.

[20] We will now apply this to the allegations of the case before us.

4.1.1 The plaintiff's factual allegations

[21] Here are the plaintiff's factual allegations:

- (1) The plaintiff is a Second World War Veteran who was commissioned with the Canadian troops to Europe in the Spring of 1945.¹¹ No longer able to live independently, and being eligible, he became a resident of SAH on April 29, 2013. He personally observed the decline in the level of care and services provided to Veterans at SAH before and after the transfer and has suffered its consequences.¹²
- (2) The plaintiff must pay a monthly rent for his room at SAH directly to the CIUSSS.¹³ Prior to the transfer of SAH on April 1, 2016, this rent was paid directly to VAC. The plaintiff's monthly rent is in the amount of \$1,039.48;¹⁴
- (3) Veterans Affairs Canada have always attributed SAH Veterans the highest level of care and on a priority basis in recognition of the service rendered to the country;¹⁵
- (4) After the First World War, VAC owned and operated up to 18 Veterans hospitals (designated as "departmental facilities") across Canada, until the 1950s and 1960s when the government began to transfer these facilities to the provinces;¹⁶
- (5) By 1995, all departmental facilities had been transferred, with the exception of SAH, the last remaining departmental facility operated by VAC;¹⁷

¹¹ Application for authorization at para. 9.

¹² Application for authorization at paras. 9 to 16 and 114 to 116.

¹³ Application for authorization at paras. 17 and 18.

¹⁴ Exhibit P-4.

¹⁵ Application for authorization at paras. 23 and 30 and Exhibit P-5, Report by the senatorial sub-committee (1998).

¹⁶ Application for authorization at para. 25.

¹⁷ Application for authorization at para. 26.

- (6) At the time, SAH served as a benchmark for the assessment standards of care and services provided to Veterans in Canada;¹⁸
- (7) From 2009 to 2015, the defendants pursued negotiations to transition SAH from the federal government to the provincial government as the final part of an overall transition of transferring all Veteran's hospitals across Canada;¹⁹
- (8) In April 2015, the defendants entered into a Transfer Agreement,²⁰ which came into effect on April 1, 2016, and which, among other things:
- i) provided for the transfer of SAH from the federal government to the provincial government and the defendant CIUSSS;²¹
 - ii) provided that all the Veterans who resided at SAH were entitled to receive the same level of care and services as those provided before the transfer on a priority basis;²²
 - iii) stated that VAC retained legislative and regulatory authority with respect to Veterans;²³
 - iv) provided that the services to Veterans had to be dispensed in the language of their choice (English or French);²⁴
 - v) provided for the creation of a transition committee to ensure a smooth transition of SAH to the defendants MHSS and CIUSSS and to ensure that the exceptional level of care and services for Veterans was maintained;²⁵
 - vi) established the terms of the takeover of the immovable, movables, and supplies and inventories, and of the management, operation and maintenance of SAH by the CIUSSS;²⁶
- (9) These undertakings, particularly maintaining the level of care, were directly reiterated to the plaintiff on several occasions by the VAC ministers, that is, the Honourable Kent Hehr, between March 2016 and June 2017²⁷ and by the Honourable Seamus O'Regan in January 2018;²⁸
- (10) Since the transfer on April 1, 2016, the defendants, collectively, have failed miserably to maintain and provide the level of care and services to the Veterans that they were entitled to expect. These services have deteriorated to the point that

¹⁸ Application for authorization at paras. 27, 29, and 33, and Exhibit P-5.

¹⁹ Application for authorization at para. 41.

²⁰ Exhibit P-1.

²¹ Application for authorization at para. 44, and Preamble to the Transfer Agreement, Exhibit P-1.

²² Application for authorization at para. 45 and clause 6.2.5 of the Transfer Agreement.

²³ Application for authorization at para. 46 and clause 6.1.7 of the Transfer Agreement.

²⁴ Application for authorization at para. 47 and clause 6.2.11 of the Transfer Agreement.

²⁵ Application for authorization at para. 48 and clause 9 of the Transfer Agreement.

²⁶ Application for authorization at para. 44 and clause 4 of the Transfer Agreement.

²⁷ Application for authorization at paras. 50, 51, and 53, and Exhibits P-8 Letter from the Honourable Kent Hehr (March 9, 2016), P-9 Letter from the Honourable Kent Hehr (October 12, 2016) and P-10 Letter from the Honourable Kent Hehr (June 7, 2017).

²⁸ Application for authorization at para. 55 and Exhibit P-12 Letter from the Honourable Seamus O'Regan (January 22, 2018).

they have endangered the health of the Veterans and have diminished their quality of life and personal dignity.²⁹ Paragraphs 64 to 85 of the Application for authorization reproduced under Schedule A of this judgment abundantly describe the harmful consequences the defendants' failures have had on the Veterans;

- (11) Starting on April 1, 2016, the level of care and services provided to Veterans at SAH has drastically changed to considerably deteriorate. The transfer of SAH resulted in a 40% loss of staff, which the CIUSSS has failed to replace, resorting instead to insufficient placement agency personnel, who are unqualified and unilingual. This situation has resulted in staff turning over at a frenetic pace, a high rate of absenteeism, and a chronic lack of personnel required to meet the needs of the Veterans.³⁰ The plaintiff has personally suffered from this reduced staff;
- (12) What was truly a living environment – a community and institutional family – has withered away and been transformed into a residence that is unrecognizable.³¹
- (13) These changes have had an enormous impact on the plaintiff's quality of life and day-to-day life and that of the other Veterans, who are elderly and fragile, so that the staff struggles to meet the needs of the Veterans, materials, linens, and medical supplies are lacking, the medical care that was available on site has been outsourced; the quality and quantity of the food available have decreased.³²
- (14) Since the date of the transfer on April 1, 2016, up to March 31, 2018, VAC has paid the provincial government an amount of \$27,083,664 designated for the Veterans, as provided in the Transfer Agreement, which has since been increased to over thirty million dollars (\$30,000,000);³³
- (15) The per diems provided in the Transfer Agreement, although paid to the defendants CIUSSS and/or MHSS, have not been affected to the purposes intended for the benefit of Veterans, as evidenced by the sharp decline, even disappearance, of the care and services provided to the class members;³⁴
- (16) Since April 1, 2016, to maintain the level of care and services provided to Veterans, the Federal government has been paying the provincial government a per diem of \$141.64 (now \$151.90) per Veteran for the general services (referred to as "Care and Services Per Diem" under clause 2.1 of the Transfer Agreement), and an amount of \$7.01 per Veteran to ensure the presence of a physician 24 hours a day, seven days a week at SAH (referred to as "Physician Availability Per Diem" under clause 2.1 of the Transfer Agreement).³⁵

²⁹ Application for authorization at paras. 64 to 82.

³⁰ Application for authorization at para. 66.

³¹ Application for authorization at paras. 69 to 72.

³² Application for authorization at paras. 75 to 82.

³³ Application for authorization at paras. 86 and 89 and Exhibit P-16, Answer to the request for access to information (June 20, 2018).

³⁴ Application for authorization at para. 92.

³⁵ Application for authorization at paras. 57 to 59 and clauses 2.1, 6.1.5(a) and 6.1.5(b) of the Transfer Agreement.

[22] The Court is of the view that all these facts must be taken as true and are not hypotheses or speculation.

[23] The plaintiff concluded from these allegations that three actions for damages are open to him and the class members. Let us analyse them.

4.1.2 Stipulation for another

[24] **First:** According to the plaintiff, the defendants MHSS and CIUSSS have breached their contractual obligations to the Veterans at SAH under the Transfer Agreement and must therefore pay contractual damages. The plaintiff argues stipulation for another under arts. 1444 and 1445:

1444. A person may make a stipulation in the contract for the benefit of a third person.

The stipulation gives the third person beneficiary the right to exact performance of the promised obligation directly from the promisor.

1445. A third person beneficiary need not exist nor be determinate when the stipulation is made; he need only be determinable at that time and exist when the promisor is to perform the obligation for his benefit.

[25] The Court of Appeal teaches that:³⁶

- The stipulation for another is the juridical operation by which a person, called the promisor, undertakes towards another, called the stipulator, to perform an obligation for the benefit of a third person beneficiary. The operation is therefore tripartite, making a third party, who was not necessarily a party to the contract when it was formed, a contractual creditor of the promisor;
- It is therefore a real contractual relationship that is formed between the third party beneficiary and the promisor under the stipulation for another, such that this third party has a direct right of action against the promisor to obtain the performance of the promise;
- To be in effect, however, the stipulation for another must be based on a valid contract between the stipulator and the promisor, from which a clear intention to create a real right in favour of existing and determinable third parties must appear. It is therefore necessary for the controlling mind to take a real undertaking towards the third party;
- Furthermore, the stipulator must have a certain interest in the obligation being performed in favour of the third party and the latter must accept, expressly or implicitly, the stipulation by any means;
- Thus, a stipulation for another is valid when four conditions are met: (1) the contract between the stipulator and the promisor is valid; (2) the stipulator has an interest in stipulating that is not necessarily pecuniary, a moral interest is sufficient;

³⁶ *Compagnie d'assurances Jevco c. Québec (Procureure générale)*, 2015 QCCA 1034 at paras. 43 to 47; *County Line Trucking Ltd. c. Souveraine (La), compagnie d'assurances générales*, 2015 QCCA 1370 at paras. 37 and 40.

(3) the beneficiary may be determined and exist once the promisor is bound to perform; (4) the stipulation has been accepted and this acceptance is made known to the promisor;

- The stipulation for another does not require the use by the parties of a sacrosanct formula, nor is it the result of the mere fact that a contract is likely to procure a benefit for a third party: it exists once the parties intended to confer a right on the third party.

[26] In this case, the Court is of the opinion that the conditions for the stipulation for another have been met: the MHSS and the CIUSSS (the promisors) undertook towards VAC (the stipulator) to perform an obligation for the benefit of the Veterans residing at SAH (the third party beneficiaries).

[27] First, according to the allegations in the application for authorization, the Transfer Agreement is a valid contract, duly negotiated and still in effect, by which VAC transferred SAH – the buildings, and its management, operation and maintenance – to the MHSS and the CIUSSS in consideration for the sum of one dollar. In exchange for the financial contribution of VAC in the form of a per diem paid for each of the Veterans at SAH, the MHSS and the CIUSSS undertook to maintain the level of care and services provided on a priority access basis to Veterans and to do so until the death of the last eligible Veteran.³⁷

[28] The purpose and term of the Transfer Agreement are defined as follows under clauses 4 and 5:³⁸

4. PURPOSE OF THE AGREEMENT

The purpose of this Agreement is to establish the terms of the takeover of the management, operation and maintenance of SAH by the Institution and of the transfer of the Immovable, Movable, and Supplies and Inventories by CANADA to the Institution.

5. TERM OF AGREEMENT

Subject to section 20, this Agreement shall take effect on the date all PARTIES sign it and remain in effect until the date of death of the last Eligible Veteran.

[29] Second, the defendant VAC has an interest in seeing that the defendants MHSS and CIUSSS fulfil their obligations to the Veterans. Indeed, according to the very wording of the Transfer Agreement, VAC remains the governmental authority in charge of administering the *Act* and any statutes and regulations concerning Veterans issues. It also retained the right to be part of a transition committee in charge of ensuring a smooth transition and access to buildings of SAH.

³⁷ Application for authorization at para. 43 and clauses 6.1 and 6.2 of the Transfer Agreement, Exhibit P-1.

³⁸ Clauses 4 and 5 of the Transfer Agreement.

[30] Third, the Veterans at SAH, members of the class, are determined beneficiaries. In the Transfer Agreement, they are clearly designated as recipients of the care for which per diems must be paid by VAC to the MHSS and CIUSSS.³⁹

[31] Fourth, by paying rent to the CIUSSS, the Veterans residing at SAH have accepted the stipulation in their favour. By residing at SAH, they must receive from the MHSS and CIUSSS the care and services for which VAC pays per diems, as provided under the Transfer Agreement.⁴⁰

[32] The Court therefore finds that the Veterans (the third party beneficiaries) are the direct creditors of the MHSS and the CIUSSS (the promisors) with regard to their obligation to maintain the level of care and services to be provided under the Transfer Agreement.

[33] In light of the factual allegations taken as true, the Court is of the view that the plaintiff has demonstrated that the defendants MHSS and CIUSSS have failed to honour the obligations incumbent upon them under the Transfer Agreement, thereby committing a contractual fault and rendering themselves liable for any injury caused to Veterans, pursuant to art. 1458 C.C.Q.:

1458. Every person has a duty to honour his contractual undertakings.

Where he fails in this duty, he is liable for any bodily, moral or material injury he causes to the other contracting party and is bound to make reparation for the injury; neither he nor the other party may in such a case avoid the rules governing contractual liability by opting for rules that would be more favourable to them.

[34] Consequently, due to their failure to honour their contractual undertakings, the action in damages of the class members against the defendants MHSS and CIUSSS appears to have merit. The plaintiff has therefore shown an arguable case for his action based on the stipulation for another.

4.1.3 Extra-contractual fault

[35] **Second:** The plaintiff argues that VAC has committed an extra-contractual fault against him and against the class members. According to the plaintiff, VAC has breached its legal and fiduciary duties to the class members and is thereby held to extra-contractual damages.

[36] Despite the transfer of SAH, VAC remains responsible for the Veterans residing there, having retained its legislative and regulatory authority over them, as provided under the Transfer Agreement:⁴¹

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

³⁹ Clause 2.1 of the Transfer Agreement, definitions of "Eligible Veteran" and "Resident Veteran", and clauses 6.1.5, 6.1.7, 6.2.5, and 6.2.6.

⁴⁰ Application for authorization at para. 17 and Exhibit P-3.

⁴¹ Application for authorization at para. 46 and clause 6.1.7 of the Transfer Agreement, Exhibit P-1.

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. (Emphasis added.)

[37] VAC: The Act explicitly provides that the care provided Veterans is incumbent upon

- 4. The powers, duties and functions of the Minister extend and apply to:
 - (a) the administration of such Acts of Parliament, and of such orders of the Governor in Council, as are not by law assigned to any other department of the Government of Canada or any Minister thereof, relating to
 - (i) the care, treatment or re-establishment in civil life of any person who served in the Canadian Forces or merchant navy or in the naval, army or air forces or merchant navies of Her Majesty, of any person who has otherwise engaged in pursuits relating to war, and of any other person designated by the Governor in Council, and
 - (ii) the care of the dependants or survivors of any person referred to in subparagraph (i); and
 - (b) all such other matters and such boards and other bodies, subjects, services and properties of the Crown as may be designated, or assigned to the Minister, by the Governor in Council.

...

5. The Governor in Council may make regulations:

...

(c) respecting the care, treatment or other benefits to be provided or that the Minister will pay for in whole or in part, the circumstances in which the Minister will pay in whole or in part and the circumstances in which the Minister may cease to pay in whole or in part;

...

(g) for furnishing persons with the following benefits:

...

(ii) the treatment of persons classified as wholly incurable, or chronically recurrent cases needing institutional care;

[38] The *Regulations* more specifically provide for the delivery of chronic care in a community facility for Veteran pensioners:

22. (1) Veteran pensioners, civilian pensioners and special duty service pensioners are eligible to receive, in respect of a war-related pensioned condition, the cost to them of chronic care

(a) received in Canada in a community facility, other than in a contract bed;

[39] In addition to the obligations set out in the legislation, VAC retained a fiduciary duty to Veterans, which duty the plaintiff alleges VAC has breached.

[40] Although the concept of a fiduciary duty arises from the common law and there is no exact equivalent under Quebec private law, it nevertheless applies before the Quebec courts.⁴²

[41] The general conditions for the existence of a fiduciary duty were defined by the Supreme Court of Canada in *Alberta v. Elder Advocates of Alberta Society*:⁴³ (1) the alleged fiduciary gave an undertaking of responsibility to act in the best interests of a beneficiary; (2) the duty must be owed to a defined person or class of persons who must be vulnerable to the fiduciary in the sense that the fiduciary has a discretionary power over them; (3) the alleged fiduciary's power may affect the legal or substantial practical interests of the beneficiary. The Supreme Court of Canada also pointed out that with respect to the Crown specifically, fiduciary duties are applied very restrictively, considering its duty to act in the best interest of society as a whole.⁴⁴

[42] The Court is of the view that in light of the facts alleged, the plaintiff has shown the existence of these conditions and their breach by VAC.

[43] First, the purpose of providing exceptional care for Veterans in federal departmental facilities was to recognize the sacrifices and services rendered to the homeland. The representatives of VAC willingly undertook to act in the interest of Veterans by providing that they would be entitled to care and services delivered in the departmental establishments, to which they would have priority access. The VAC's undertaking of these significant obligations are unequivocally found in the provisions of the Transfer Agreement.⁴⁵

[44] Second, the Veterans are a well-defined class and their vulnerability in the face of the VAC's discretionary power is obvious. The Veteran Pensioners, with diminishing autonomy, aging, and in need of chronic care in a facility are necessarily vulnerable and at the mercy of VAC exercising its discretionary power.

[45] Third, in recognition by the State of their service to the country, Veterans are entitled to a system of care separate from that offered to the general population. This undertaking by VAC to deliver care to Veterans exceeds the care provided universally to all citizens.

[46] The conditions for the existence of VAC's fiduciary duty to the Veterans at SAH have therefore been met with respect to an arguable case and VAC has a duty to protect Veterans.

⁴² *R.C. c. Régie de l'assurance maladie du Québec*, 2013 QCCQ 6560; *St-Pierre c. Québec (Procureur général)*, 2009 QCCS 3775.

⁴³ 2011 SCC 24 at paras. 30 to 34.

⁴⁴ At paras. 41 to 54.

⁴⁵ Clauses 6.1.5 and 6.1.7 of the Transfer Agreement.

[47] In fact, the VAC has previously acknowledged a fiduciary duty to Veterans, and this duty has been noted by the courts.

[48] In *Authorson*, the plaintiff brought a class action against the VAC on behalf of a group of disabled Veterans who were the beneficiaries of a pension and other State benefits. The funds for this pension and benefits were managed by VAC. They were not invested, however, and no interest was paid prior to 1990, the year when VAC began paying interest on these accounts. The VAC argued its limited liability under s. 5.1(4) of the *Act*, a provision that renders inadmissible any claims made after it came into force for or on account of interest on moneys held or administered by the Minister during any period prior to January 1, 1990.

[49] At trial, the Superior Court of Ontario⁴⁶ determined that VAC had breached its fiduciary obligation to disabled Veterans and that the provision of the *Act* limiting its liability was inoperative by application of the *Canadian Bill of Rights*. The Court of Appeal for Ontario⁴⁷ affirmed this judgment.

[50] In 2003, the Supreme Court of Canada allowed the appeal from the Attorney General of Canada and overturned the judgments at first instance and on appeal, and found that the provision of the *Act* was not inconsistent with the *Canadian Bill of Rights*. Nevertheless, VAC agreed that it did act as fiduciary for each Veteran, which the Supreme Court of Canada endorsed.⁴⁸

[51] Finally, the *Crown Liability and Proceedings Act*⁴⁹ provides:

3. The Crown is liable for the damages for which, if it were a person, it would be liable
 - (a) in the Province of Quebec, in respect of
 - (i) the damage caused by the fault of a servant of the Crown, or
 - (ii) the damage resulting from the act of a thing in the custody of or owned by the Crown or by the fault of the Crown as custodian or owner;

[52] In this case, the Court is of the view that the plaintiff has demonstrated that the federal government, through servants of VAC, has committed a fault in that it has breached its fiduciary duty to Veterans, who are vulnerable persons, to ensure that, despite the transfer of SAH, the care and services owed them would be provided and their level maintained, as set out in the Transfer Agreement. The elements for extra-contractual liability within the meaning of art. 1457 *C.C.Q.* are therefore met here.

[53] Consequently, the action of the class members against the defendant VAC for damages arising from its breach of its extra-contractual obligations appears to be well founded. The plaintiff has therefore shown an arguable case for his action based on extra-contractual fault.

⁴⁶ (2000), 53 O.R. (3d) 221, [2000] O.J. No. 3768 (QL).

⁴⁷ (2002), 157 O.A.C. 278, [2002] O.J. No. 962 (QL).

⁴⁸ *Authorson v. Canada (Attorney General)*, 2003 SCC 39 at paras. 2, 8, and 62.

⁴⁹ R.S.C. (1985), c. C-50.

4.1.4 Violation of the *Charters*

[54] **Third:** Finally, the plaintiff argues that he and the class members are also entitled to claim punitive damages from the defendants for unlawful and intentional interference with their fundamental rights, especially considering that it was with full knowledge of the consequences of their conduct that they have failed to provide the care and services owed to Veterans at SAH despite the per diems paid by VAC to the MHSS and the CIUSSS.

4.1.4.1 The Quebec *Charter*

[55] The Quebec *Charter* provides:

1. Every human being has a right to life, and to personal security, inviolability and freedom.

...

4. Every person has a right to the safeguard of his dignity, honour and reputation.

...

49. Any unlawful interference with any right or freedom recognized by this Charter entitles the victim to obtain the cessation of such interference and compensation for the moral or material prejudice resulting therefrom.

In case of unlawful and intentional interference, the tribunal may, in addition, condemn the person guilty of it to punitive damages.

[56] Article 1621 *CCQ* reads as follows:

1621. Where the awarding of punitive damages is provided for by law, the amount of such damages may not exceed what is sufficient to fulfil their preventive purpose.

Punitive damages are assessed in the light of all the appropriate circumstances, in particular the gravity of the debtor's fault, his patrimonial situation, the extent of the reparation for which he is already liable to the creditor and, where such is the case, the fact that the payment of the damages is wholly or partly assumed by a third person.

[57] The Supreme Court of Canada, in *Québec (Public Curator) v. Syndicat national des employés de l'hôpital St-Ferdinand*⁵⁰ interpreted the concept of unlawful and intentional interference as follows:

[121] Consequently, there will be unlawful and intentional interference within the meaning of the second paragraph of s. 49 of the Charter when the person who commits the unlawful interference has a state of mind that implies a desire or intent to cause the consequences of his or her wrongful conduct, or when that person acts with full knowledge of the immediate and natural or at least extremely probable consequences that his or her conduct will cause. This test is not as strict as specific intent, but it does go beyond simple negligence. Thus, an individual's recklessness, however wild and foolhardy, as to the consequences of his or her wrongful acts will not in itself satisfy this test.

(Emphasis added.)

⁵⁰ [1996] 3 SCR 211 at para. 121.

[58] In *Béliveau St-Jacques v. Fédération des employées et employés de services publics inc.*,⁵¹ the Supreme Court of Canada states that the objective of punitive damages under Quebec law is to punish and deter unlawful and intentional conduct.

[59] The Court of Appeal, in *Union des consommateurs c. Bell Mobilité inc.*,⁵² recalled the criterion established by the Supreme Court of Canada in the context of authorizing an application for punitive damages:

[TRANSLATION]

[42] While it is true that the authorizing judge must ensure that the application for authorization states the facts that justify the conclusions sought, it remains that the judge must do so while keeping in mind the criterion established by the Supreme Court in *Vivendi*, that is the low burden needed to demonstrate the existence of an arguable case. The authorizing judge must therefore be satisfied that the proceeding includes enough factual allegations to give rise to the conclusions sought for punitive damages. In the circumstances, the allegations of violations of the *C.P.A.* detailed in the application appear likely to give rise to a claim for punitive damages and it was not open to the authorizing judge to dismiss them at that stage. It is only after hearing the evidence that a judge will be able to assess the respondent's conduct (before and after the alleged violation), as the Supreme Court noted in *Richard v. Time inc.* (Emphasis added.)

[60] The application for authorization sets out in great detail the harmful consequences on Veterans caused by the defendants' deliberate breaches of their contractual and legal obligations.⁵³ Defendants MHSS, CIUSSS and VAC were very aware of the Veterans' complaints concerning the level of care and services received from SAH. They received repeated complaints but did not offer any remedial solutions to restore the promised level of care and services.⁵⁴ Yet, they could not have been unaware that the situation had deteriorated to the point of endangering the health, life, integrity and dignity of its residents.

[61] Thus, it is necessary to find that the plaintiff has shown the following arguable case: that the defendants intentionally and with full knowledge of the consequences of their actions, interfered with the rights protected under the Quebec *Charter* of Veterans residing at SAH, thereby giving rise to punitive damages.

4.1.4.2 The Canadian Charter

[62] The Canadian *Charter* protects the fundamental right to life, liberty and security and provides for individual remedies in the event of a violation:

1. The *Canadian Charter of Rights and Freedoms* guarantees the rights and freedoms set out in it subject only to such reasonable limits prescribed by law as can be demonstrably justified in a free and democratic society.

⁵¹ [1996] 2 SCR 345 at paras. 126 and 127.

⁵² 2017 QCCA 504 at para. 42 (leave to appeal to the SCC refused, 2013 CanLII 1181 (SCC)).

⁵³ Application for authorization at paras. 64 to 85, reproduced under Schedule A of this judgment.

⁵⁴ Application for authorization at paras. 50, 51, 53, 54, 55, 77 and 91, and Exhibits P-8, P-9, P-10, P-11, P-12, P-14 and P-17.

...

7. Everyone has the right to life, liberty and security of the person and the right not to be deprived thereof except in accordance with the principles of fundamental justice.

...

24. (1) Anyone whose rights or freedoms, as guaranteed by this Charter, have been infringed or denied may apply to a court of competent jurisdiction to obtain such remedy as the court considers appropriate and just in the circumstances.

[63] In *Vancouver (City) v. Ward*, the Supreme Court of Canada identified the relevant considerations to determine an appropriate and just remedy in the event of a violation of a Canadian *Charter* right under s. 24(1) and found that awarding damages is an appropriate way to do so:⁵⁵

[20] The general considerations governing what constitutes an appropriate and just remedy under s. 24(1) were set out by Iacobucci and Arbour JJ. in *Doucet-Boudreau v. Nova Scotia (Minister of Education)*, 2003 SCC 62, [2003] 3 S.C.R. 3. Briefly, an appropriate and just remedy will: (1) meaningfully vindicate the rights and freedoms of the claimants; (2) employ means that are legitimate within the framework of our constitutional democracy; (3) be a judicial remedy which vindicates the right while invoking the function and powers of a court; and (4) be fair to the party against whom the order is made: *Doucet-Boudreau*, at paras. 55-58.

[21] Damages for breach of a claimant's *Charter* rights may meet these conditions. They may meaningfully vindicate the claimant's rights and freedoms. They employ a means well-recognized within our legal framework. They are appropriate to the function and powers of a court. And, depending on the circumstances and the amount awarded, they can be fair not only to the claimant whose rights were breached, but to the state which is required to pay them. I therefore conclude that s. 24(1) is broad enough to include the remedy of damages for *Charter* breach. That said, granting damages under the *Charter* is a new endeavour, and an approach to when damages are appropriate and just should develop incrementally. *Charter* damages are only one remedy amongst others available under s. 24(1), and often other s. 24(1) remedies will be more responsive to the breach.

[64] In *Quebec (Procureur Général) c. Boisclair*,⁵⁶ the Court of Appeal established the principle that s. 24(1) of the Canadian *Charter* gives rise to punitive damages:

[TRANSLATION]

[24] Whatever the case may be, s. 24(1) of the *Charter* provides the judge with only one guideline, that is, to obtain "such remedy as the court considers appropriate and just in the circumstances". From this perspective, the Court will determine the proper compensation due to the plaintiff to fully compensate the prejudice suffered to his property or person. This operation is conducted by analyzing the "circumstances" from the victim's perspective.

[25] The purpose of exemplary damages is other than indemnifying the victim for the prejudice actually suffered: they aim to denounce the violation and prevent its happening

⁵⁵ 2010 SCC 27.

⁵⁶ 2001 CanLII 20655, [2001] RJQ 2449.

red

again. They are not compensatory. Thus, their award will depend on different rules or terms. Because the plaintiff has already seen his prejudice compensated, the order to pay punitive damages will depend on the Court's conclusion concerning the need to denounce the wrongful act and prevent any repetition. The "circumstances" referred to in s. 24(1) will therefore arise from the characteristics of the alleged act. It is therefore from the offender's point of view that the analysis will be carried out. Thus, the seriousness of the alleged act will be examined, as well as the conditions and terms of its commission. In reality, it is the analysis of these factors that will convince the judge that the "circumstances" require, in addition to the full indemnification of the victim, a denunciation of the act, to prevent its reoccurrence by condemning the offender to punitive damages.

[65] Recently, the Superior Court granted applications for authorization to institute a class action and identified the questions of fact and of law to be decided regarding the award of damages under s. 24(1) of the *Canadian Charter* in *Delisle c. R.*,⁵⁷ *Couillard c. Ville de Québec*,⁵⁸ and *Sarrazin c. Canada (Procureur Général)*.⁵⁹

[66] As described above in great detail, the plaintiff's application for authorization sets out the consequences to his person, and to all the Veterans residing at SAH, of the defendants' breach of their contractual and extra-contractual obligations to maintain the level of care and services provided. By their actions and omissions, it appears that the defendants knowingly violated the Veterans' *Canadian Charter* right to life, freedom and security. These actions may be punished and punitive damages must be imposed on the defendants pursuant to s. 24(1) of the *Canadian Charter*.

[67] Thus, because of the unlawful violations of their *Charter* rights, the Veterans residing at SAH are entitled to seek reparation from the defendants. The defendants' wrongful acts also justify the suggested conclusion of awarding punitive damages to denounce the violation and to prevent its reoccurrence.

[68] Consequently, the proceeding of the class members against the defendants VAC, MHSS, and CIUSSS for damages resulting from violations of their fundamental rights appears to have a *prima facie* case under both *Charters*.

4.1.5 Damages and causal connection

[69] The compensatory damages claimed are, as a prejudice suffered, equivalent to the per diems paid for the care of which the plaintiff and the members were deprived. The Court is of the view that there is *prima facie* case in this respect, contractually and extra-contractually, and that a causal connection has been shown.

[70] As for the punitive damages, there is *prima facie* case, as explained in section 4.1.4. The quantum is not detailed in the Application for authorization but that will fall under the merits.

⁵⁷ 2018 QCCS 3855.

⁵⁸ 2018 QCCS 2894.

⁵⁹ 2016 QCCS 2458 (aff'd on appeal: 2018 QCCA 1077).

[71] There is also a *prima facie* case concerning the causal connection between the damage and the alleged wrongdoing.

4.1.6 Conclusion

[72] In these circumstances, the Court is of the view that there is a *prima facie* case to be made for the proceedings alleged by the plaintiff.

[73] The Court is of the view that the plaintiff has demonstrated a *prima facie* case within the meaning of art. 575(2) *CCP*.

4.2 Are there identical, similar, or related issues?

[74] As for art. 575(1) *CCP*, the case law is to the effect that the presence of a single issue of law or fact that is identical, similar, or related is sufficient as long as it is significant enough to affect the outcome of the action.⁶⁰ It need not be determinative to the outcome of the dispute, however; it is enough that it allow a not insignificant portion of the claims to move forward, without having to repeat the juridical analysis.

[75] It is quite possible that identifying identical, similar, or related issues will not offer a complete resolution of the dispute but that it will result instead in short trials at the stage of individual settlement of the claims. This does not preclude a class action.

[76] As the Court of Appeal states,⁶¹ it is therefore not necessary for the plaintiff to demonstrate, at the initial stage, that the answer to the question asked will, by itself, offer a complete resolution of the overall dispute, just as it is not mandatory for the question asked to be unavoidably common to all class members. As the law states, it may be merely “related”.

[77] In short, the plaintiff has the burden here of showing that once the answers to one or several of the common issues have been obtained, the parties will have resolved a not insignificant portion of the dispute.

[78] Finally, the Court must not anticipate the defence when deciding whether the issues submitted are identical, similar or related in nature.⁶²

[79] In paragraph 101 of the Application for authorization, the plaintiff proposes the following as identical, similar or related issues:

- 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

⁶⁰ *Collectif de défense des droits de la Montérégie (CDDM) c. Centre hospitalier régional du Suroît du Centre de santé et de services sociaux du Suroît*, 2011 QCCA 826 (C.A.) at para. 22 (leave to appeal to SCC refused, 34377 (March 1, 2012)), adopted by the Supreme Court of Canada in two judgments *Infineon Technologies AG v. Option Consommateurs*, 2013 SCC 59 at para. 72 and *Vivendi Canada inc. v. Dell’Aniello*, 2014 SCC 1 at para. 58.

⁶¹ *Société québécoise de gestion collective des droits de reproduction (Copibec) c. Université Laval*, 2017 QCCA 199 (C.A.) at para. 51.

⁶² *Société québécoise de gestion collective des droits de reproduction (Copibec) c. Université Laval*, *supra*, previous note at paras. 67 to 74.

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 life, liberty and security protected by the *Québec Charter of Human Rights and Freedoms*?

g) Have the Respondents unlawfully and intentionally breached the Class Members right 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?

[80] The Court is of the view that the issues submitted are identical, similar, or related within the meaning of the case law examined above. Each issue is relevant to each member's case. They are related and every one advances the case of each member in a not insignificant manner.

[81] The criterion of art. 575(1) *CCP* has therefore been met.

4.3 Does the composition of the class justify a class action?

[82] Under art. 575(3) *CCP*, the composition of the class must make it difficult or impracticable to apply the rules for mandates to take part in judicial proceedings on behalf of others or for consolidation of proceedings, that is, arts. 88, 91, 143 *CCP* (formerly arts. 59 and 67 *CCP* prior to 2016).

[83] Under art. 575(3) the *CCP* does not refer to "impossible" but instead to "difficult or impracticable".⁶³ Articles 88, 91, and 143 *CCP* provide the possibility of mandates when

⁶³ *Morin c. Bell Canada*, 2011 QCCS 6166 (Sup. Ct) at para. 89: [TRANSLATION] "Applicants need not demonstrate that the application of arts. 59 and 67 *CCP* is impossible but only that the application of these provisions is difficult or impracticable".

several persons have a common interest in a dispute and the joining of several plaintiffs in a single judicial application.

[84] The applicable criteria are once again those listed by Mtre Yves Lauzon in his book *Le recours collectif*, published in 2001,⁶⁴ concerning the former art. 1003 *fCCP*. They are:

- the probable number of members;
- the geographic location of the members;
- the mental or physical condition of the members;
- the nature of the action brought;
- the financial aspects of the action, such as costs involved, the amount at stake for each member, the risks associated with expenses in the event of failure, and the financial assistance available;
- The legal and practical constraints inherent in the use of the mandate and the joinder of parties in comparison with class actions.

[85] The number of members is obviously an important factor without it always being determinative by itself, or even sufficient. There is no mathematical formula related to the number of members of the class.

[86] The case law is also to the effect that in case of doubt on the size of the class, this doubt must benefit the applicants.⁶⁵ Finally, it is up to the plaintiff to provide a minimum of information on the size and essential characteristics of the class to allow the Court to verify whether this provision applies.⁶⁶

[87] In paragraphs 106 to 112 of the Application for authorization, the plaintiff alleges the following:

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;

⁶⁴ Yves Lauzon, *Le recours collectif*, (Cowansville, Qc.: Yvon Blais, 2001) at 38, 39 and 42. These criteria were adopted by the Superior Court in *Brière c. Rogers Communications*, 2012 QCCS 2733 (Sup. Ct.) at paras. 71 and 72.

⁶⁵ *Carrier c. Québec (Procureur général)*, 2011 QCCA 1231 (C.A.) at para. 78.

⁶⁶ *Del Guidice c. Honda Canada inc.*, 2007 QCCA 922 (C.A.) at para. 33.

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);

[88] This is enough. In these circumstances, the Court is of the opinion that the criterion of the composition of the class has been met.

4.4 Is the plaintiff in a position to properly represent the members?

[89] The plaintiff must meet the three requirements of art. 575(4) *CCP*, that is, interest, competence, and an absence of conflict of interest.

[90] Three conditions are therefore required for the plaintiff to be representative. First, the plaintiff must have a personal interest in seeking the conclusion submitted, which is the case here for the plaintiff. Second, the plaintiff must be competent, that is, he must have the potential to be the mandatary of the action, if it had proceeded under art. 91 *CCP*. Third, there must not be any conflict between the interests of the plaintiff and those of the class members. The Court of Appeal considered these three criteria in *Charles c. Boiron Canada inc.*,⁶⁷ a judgment that has become a leading authority in the matter that has, in some ways, tempered all the previous judgments and rulings.

[91] Indeed, in paragraphs 65 and 66 of that judgment, the Court of Appeal added the following:

[TRANSLATION]

[65] ... Factually, the appellant's personal situation is the very example of the members of the class at issue (from which her legal standing stems); she has no conflict of interest with the other members of the class; she has, moreover, invested herself sufficiently in the case so that we may ascribe to her the status that she seeks.

[66] On this last point, we recall that the law does not require that those who wish to institute a class action be activists in the cause that they intend to defend, that they zealously devote themselves to it every day, that they be constantly on the front lines of the legal debate, supervise it in its most minute details or tightly hold the reins, be it strategically or otherwise. We cannot require more from the representative than an interest in the case (in the common sense of this word, that is, the opposite of indifference), a general understanding of the reasoning behind the case, and consequently, the ability to take, as needed and knowingly, the decisions that are required for the benefit of the class as a whole rather than from an egocentric perspective. It is normal, moreover, that the representative relies on the counsel representing him or her, as do most ordinary litigants

⁶⁷ *Supra* note 9 at para. 55.

acting through a member of the Bar, while paying attention to the stages of the proceeding. (Emphasis added.)

[92] In *Martel c. Kia Canada*,⁶⁸ the Court of Appeal added that the level of research a representative must conduct depends essentially on the nature of the action that is to be brought and its characteristics. If it is obvious that a large number of individuals find themselves in the same position, it becomes less useful to attempt to identify them. This judgment has become a leading authority in the matter that has, in some ways, tempered all the previous judgments and rulings.

[93] In short, as to representation, it is a *de minimis* requirement.⁶⁹ As the Supreme Court pointed out in *Infineon*,⁷⁰ “no proposed representative should be excluded unless his or her interest or competence is such that the case could not possibly proceed fairly.”

[94] As for the plaintiff, with regard to interest, competence and the absence of a conflict of interest, he alleges the following elements in paragraphs 113 to 126 of the Application for authorization:

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-1;

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

⁶⁸ 2015 QCCA 1033 (C.A.) at para. 29.

⁶⁹ *J.J. c. Oratoire Saint-Joseph du Mont-Royal*, *supra* note 7 at para. 46.

⁷⁰ *Supra* note 60 at para. 149.

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;

[95] It is the Court’s opinion that these allegations meet the applicable tests developed by case law.

[96] In these circumstances, the Court finds that the plaintiff meets the requirements of art. 575(4) *CCP*.

4.5 What are the parameters for the class and the identical, similar, or related issues?

[97] The Court accepts the definition of the class submitted by the plaintiff, even if it does not include a closing date, in light of the advanced age of the members of the class, the fact that the problems alleged are ongoing to this day and consequently the need for the class to include as many people as possible. The closing date will be considered on the merits.

[98] As for the common issues, the parties suggest that they be reworded as follows:

(a) Do the Defendants Attorney General of Québec and the CIUSSS have contractual obligations towards the Class Members under the Transfer Agreement and if so, which ones and is there a breach of such obligations?

(b) Does the Defendant Attorney General of Canada have any extra-contractual obligations towards the Class Members and if so, which ones and is there a breach of such obligations?

(c) If there is a breach under question (a) or (b), did such breach cause the Class Members, or any of them, damages and if so, what kind and to what extent?

(d) Are the Defendants jointly and severally responsible to pay damages to the Class Members, or any of them?

(e) Considering that the class representative confirmed that there is no *lis pendens* with the class action *Le Conseil pour la Protection des malades et Daniel Pilote c. CIUSSS de la Montérégie-Centre et al.* (500-06-000933-180), have the Defendants breached the Class Members rights to dignity and honour protected by the *Québec Charter of Human Rights and Freedoms* or the rights to life, liberty and security protected by the *Canadian Charter of Rights and Freedoms*? If so, are the Class Members, or any of them, entitled to damages as a result, of what kind and to what extent?

[99] The Court agrees with this wording and accepts these questions. As for question (e), the Court notes that the plaintiff indicates that his proceedings are separate from those contained in the class action proposed in *Le Conseil pour la Protection des malades et Daniel Pilote c. CIUSSS de la Montérégie-Centre et al.* (Sup. Ct. No. 500-06-000933-180). That file is awaiting a hearing on the application for authorization to institute a class action before the undersigned.

4.6 What are the parameters for the notice of authorization and the delay for exclusion?

[100] The parties suggest the following, within 30 days of this judgment:

- the individual transmission of the notice to class members, directly by mail, at the expense of the defendant CIUSSS;
- a publication by the plaintiff on the websites of class counsel of the notice to members;
- a notification by the plaintiff to the Public Curator of the notice to class members.

[101] The notice to members appears in Schedule B of this judgment, in both complete and short versions, in both languages.

[102] The parties also suggest ninety-day delay for exclusion following the date of the publication of the notice to class members on the websites of class counsel.

[103] The Court accepts the content of the notices, the method of publication and the delay for exclusion.

4.7 In what judicial district should the class action be brought?

[104] Pursuant to art. 576 *CCP* and given the allegations under paragraphs 127 to 130 of the Application for authorization, the Court finds that the District of Montreal is the judicial district in which the class action must be brought.

4.8 What should be done about the plaintiff's application for disclosure of documents?

[105] In paragraph 132 of the Application for authorization, the plaintiff seeks the disclosure by the defendants of the following documents, in electronic format:

- 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;
- the details of all amounts paid by VAC to MHSS and/or SAH in accordance with the Transfer Agreement;
- a complete accounting of the use made of all amounts paid by VAC to MHSS and/or SAH in accordance with the Transfer Agreement.

[106] The plaintiff indicated to the Court that he was formally withdrawing this request. The Court accepts this withdrawal, especially since it is henceforth undisputable that such a request is inadmissible at the stage of an application for authorization to institute a class action.⁷¹

[107] However, the parties agreed that the CIUSSS would provide the plaintiff with the contact information available in the files of all Veterans who have resided at SAH since April 1, 2016, and thereafter. The Court accepts this joint request, it being understood that this list must remain confidential for the moment and be current as of the date of this judgment. This list will be provided within 30 days of this judgment.

5. CONCLUSION

[108] The Court will authorize the class action proposed by the plaintiff, with costs to follow the outcome of the hearing on the merits.

FOR THESE REASONS, THE COURT:

[109] **GRANTS** the Applicant's *Application for Authorization to Institute a Class Action and to Obtain Status of Representative*, dated October 30, 2018;

[110] **ACCUEILLE** la *Demande pour autorisation d'exercer une action collective et pour être représentant du demandeur* datée du 30 octobre 2018;

[111] **AUTHORIZES** the bringing of a class action as follows

[112] **AUTORISE** l'exercice de l'action collective suivante :

- action in contractual civil liability for damages against the Defendants Attorney General of Québec and
- action en responsabilité civile contractuelle pour dommages-intérêts contre les défendeurs

⁷¹ *Société québécoise de gestion collective des droits de reproduction (Copibec) c. Université Laval*, 2015 QCCS 1156 at paras. 47 and 48; *Lavallée c. Ville de Sainte-Adèle*, 2018 QCCS 4992 at paras. 82 to 85.

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CIUSSS pertaining to the Transfer Agreement;

- action in extra-contractual civil liability for damages against the Defendant Attorney General of Canada;
- action in moral damages and punitive damages against the Defendants Attorney General of Canada, Attorney General of Québec and CIUSSS;

Procureure générale du Québec et CIUSSS en vertu de l'Entente de cession;

- action en responsabilité civile extracontractuelle pour dommages-intérêts contre le défendeur Procureur général du Canada;
- action en dommages-intérêts moraux et punitifs contre les défendeurs Procureur général du Canada, Procureure générale du Québec et CIUSSS;

[113] **APPOINTS** the Applicant Wolf William Solkin as representative of the persons included in the class herein described as:

“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.”

[114] **ATTRIBUE** au demandeur Wolf William Solkin le statut de représentant aux fins d'exercer cette action collective pour le compte du groupe ci-après décrit :

« 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 résidentes à l'Hôpital Sainte-Anne à partir du 1^{er} avril 2016, ainsi que leurs héritiers et/ou ayants droit. »

[115] **IDENTIFIES** the principle issues of law and fact to be treated collectively as the following:

- a) Do the Defendants Attorney general of Quebec and the CIUSSS have contractual obligations towards the Class Members under the Transfer Agreement and if so, which ones and is there a breach of such obligations
- b) Does the Defendant Attorney General of Canada have any extra-contractual obligations towards the

[116] **IDENTIFIE** comme suit les principales questions de droit et de fait qui seront traitées collectivement :

- a) Les défendeurs Procureure générale du Québec et CIUSSS ont-ils des obligations envers les membres du groupe en vertu de l'Entente de cession et, dans l'affirmative, quelles sont-elles et ont-ils manqué à ces obligations?
- b) Le défendeur Procureur général du Canada a-t-il des obligations extracontractuelles envers les

- | | |
|--|---|
| Class Members and if so, which ones and is there a breach of such obligations? | membres du groupe et, dans l'affirmative, quelles sont-elles et a-t-il manqué à ces obligations? |
| c) If there is a breach under question a) or b), did such breach cause the Class Members, or any of them, damages and if so, what kind and to what extent? | c) S'il y a eu des manquements aux questions a) ou b), lesdits manquements ont-ils causé des dommages aux membres du groupe, ou à certains d'entre eux, et dans l'affirmative de quelle nature et dans quelle mesure? |
| d) Are the Defendants jointly and severally responsible to pay damages to the Class Members, or any of them? | d) Les défendeurs sont-ils conjointement et solidairement responsables de payer des dommages aux membres du groupe ou à certains d'entre eux? |
| e) Considering that the class representative confirmed that there is no <i>lis pendens</i> with the class action <i>Le Conseil pour la Protection des malades et Daniel Pilote c. CIUSSS de la Montérégie-Centre et al.</i> (500-06-000933-180), have the Defendants breached the Class Members rights to dignity and honour protected by the <i>Québec Charter of Human Rights and Freedoms</i> or the rights to life, liberty and security protected by the <i>Canadian Charter of Rights and Freedoms</i> ? If so, are the Class Members, or any of them, entitled to damages as a result, of what kind and to what extent? | e) Considérant que le représentant du groupe a confirmé qu'il n'y avait pas de litispendance avec l'action collective dans le dossier <i>Le Conseil pour la Protection des malades et Daniel Pilote c. CIUSSS de la Montérégie-Centre et al.</i> (500-06-000933-180), les défendeurs ont-ils porté atteinte aux droits des membres du groupe à la dignité et à l'honneur protégés par la <i>Charte québécoise des droits et libertés de la personne</i> ou les droits à la vie, à la liberté et à la sécurité protégés par la <i>Charte canadienne des droits et libertés</i> ? Dans l'affirmative, les membres du groupe, ou certains d'entre eux, ont-ils droit à des dommages-intérêts en conséquence, de quelle nature et dans quelle mesure? |

[117] **IDENTIFIES** the conclusions sought by the class action to be instituted as being the following:

[118] **IDENTIFIE** les conclusions recherchées par l'action collective à être instituée comme étant les suivantes :

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

DECLARE the Defendants Attorney General of Québec and CIUSSS are bound to contractual obligations towards the Class Members under the Transfer Agreement and are in breach of said obligations;

DECLARE the Defendant Attorney General of Canada is bound to extra-contractual obligations towards the Class Members under the law and is in breach of said obligations;

CONDEMN the Defendants Attorney General of Canada, Attorney General of Québec and CIUSSS jointly and severally to pay to each Class Member the amount of \$151.90 as well as \$7.01, *sauf à 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, with interest at the legal rate and the additional indemnity provided for in article 1619 of the CCQ since service of the *Application for Authorization to Institute a Class Action and to Obtain Status of Representative*;

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

ACCUEILLIR la présente action collective au nom de tous les membres du groupe;

DÉCLARER que les défendeurs Procureure générale du Québec et CIUSSS sont tenus à des obligations contractuelles envers les membres du groupe en vertu de l'Entente de cession et qu'ils ont manqué à ces obligations;

DÉCLARER que le défendeur Procureur général du Canada est tenu à des obligations extracontractuelles envers les membres du groupe en vertu de la loi et qu'il a manqué à ces obligations;

COMDAMNER les défendeurs Procureur général du Canada, Procureure générale du Québec et CIUSSS à payer conjointement et solidairement à chacun des membres du groupe la somme de 151,90 \$ ainsi que 7,01 \$, *sauf à parfaire*, par jour, pour chaque jour de résidence à l'HSA depuis le 1^{er} avril 2016, ou toute autre date d'arrivée ultérieure, soit le per diem attribué en vertu de l'Entente de cession, majorés de l'intérêt au taux légal, ainsi que l'indemnité additionnelle prévue à l'article 1619 CcQ depuis la signification de la *Demande pour autorisation d'exercer une action collective et pour être représentant*;

ORDONNER que lesdits montants soient versés aux membres du groupe jusqu'à la date à laquelle tous les services dus aux Anciens combattants seront rétablis au

exceptional level to which they are entitled or for the period they reside at SAH or up to the date of their death;

niveau exceptionnel auquel ils ont droit ou pour la période pendant laquelle les membres résident à l'HSA ou jusqu'à la date de leur décès;

DECLARE that the nature of the breach by the Defendants Attorney General of Canada, Attorney General of Québec and CIUSSS and the effect it has had on the safety, dignity, and quality of life of the Class Members is open to moral damages;

DÉCLARER que la nature des manquements commis par les défendeurs Procureur général du Canada, Procureure générale du Québec et CIUSSS et leur effet sur la sécurité, la dignité et la qualité de vie des membres du groupe donne lieu à l'octroi de dommages moraux;

CONDEMN the Defendants Attorney General of Canada, Attorney General of Québec and CIUSSS 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, with interest at the legal rate and the additional indemnity provided for in article 1619 of the CCQ since service of the *Application for Authorization to Institute a Class Action and to Obtain Status of Representative*;

CONDAMNER les défendeurs Procureur général du Canada, Procureure générale du Québec et CIUSSS conjointement et solidairement à payer à chaque membre du groupe des dommages moraux au montant de 120,00 \$ par jour pour chaque jour où elle/il a résidé à l'HSA depuis le 1^{er} avril 2016, ou à toute autre date d'arrivée ultérieure, majorés de l'intérêt au taux légal, ainsi que l'indemnité additionnelle prévue à l'article 1619 CcQ depuis la signification de la *Demande pour autorisation d'exercer une action collective et pour être représentant*;

CONDEMN the Defendants Attorney General of Canada, Attorney General of Québec and CIUSSS jointly and severally to pay to each Class Member punitive damages in the amount to be determined by the Court, taking into account the nature of the breaches and the damages suffered, with interest at the legal

CONDAMNER les défendeurs Procureur général du Canada, Procureure générale du Québec et CIUSSS conjointement et solidairement à payer à chaque membre du groupe à titre de dommages-intérêts punitifs au montant à être déterminé par le tribunal, selon des paramètres tenant compte de la nature des

since April 1, 2016 and thereafter, being understood that this list will stay confidential for the time being;

résidé à l'HSA depuis le 1^{er} avril 2016, ou toute autre date d'arrivée ultérieure, étant entendu que cette liste demeurera confidentielle pour l'instant;

[123] **ORDERS** the Applicant to publish, on the Class counsel's websites, the notice to the Members of the Class in accordance with article 579 CC. within thirty days from the present judgment;

[124] **ORDONNE** au demandeur de publier, sur les sites Web des avocats du groupe, l'avis aux membres du groupe conformément à l'article 579 Cpc. dans les trente jours du présent jugement;

[125] **ORDERS** the Applicant to notify the notice to the Members of the Class to the Curateur public;

[126] **ORDONNE** au demandeur de notifier l'avis aux membres du groupe au Curateur public;

[127] **ORDERS** the Defendant CIUSSS to publish the notice to the Members of the Class within thirty days from the present judgment by way of individual direct mailing, by registered mail, at the expense of the Defendant CIUSSS;

[128] **ORDONNE** au défendeur CIUSSS de publier l'avis aux membres du groupe dans les trente jours du présent jugement par envoi postal individuel, par courrier recommandé, aux frais du défendeur CIUSSS;

[129] **FIXES** the delay of exclusion at ninety days from the date of the publication of the notice to the Class Members on the Class counsel's websites, date upon which the members of the Class that have not exercised their means of exclusion will be bound by any judgment to be rendered herein;

[130] **FIXE** le délai d'exclusion à quatre-vingt-dix jours après la date de publication de l'avis aux membres du groupe sur les sites Web des avocats du groupe, délai à l'expiration duquel les membres du groupe qui ne se seront pas prévalus des moyens d'exclusion seront liés par tout jugement à intervenir;

[131] **DETERMINES** that the class action will proceed in the Judicial District of Montreal;

[132] **DÉTERMINE** que l'action collective sera exercée dans le district judiciaire de Montréal;

[133] **THE WHOLE** with legal costs to follow.

[134] **LE TOUT** avec les frais de justice à suivre.

Mtre Laurent R. Kanemy

Donald Bisson, j.s.c.

COPIE CERTIFIÉE CONFORME
AU DOCUMENT DÉTENU PAR LA COUR


Personne désignée par le greffier

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Co-Counsel for the plaintiff

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SAVONITTO & ASS. Inc.
Co-Counsel for the plaintiff

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Justice Canada
Counsel for the defendant the Attorney General of Canada

Mtre Éric Cantin and Mtre Serge Ghoyareb
Bernard, Roy (Justice – Québec)
Counsel for the defendant the Attorney General of Quebec

Mtre Jean-François Pedneault and Mtre Stéphanie Rainville
Monette, Barakett
Counsel for the defendant the Centre intégré universitaire de santé et de services
sociaux de l'Ouest-de-l'Île de Montréal

Date of hearing: February 20, 2019



SCHEDULE A – Paras. 64 to 85 of the Application for authorization**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-1;

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-2;
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:

Again this week I received several complaints concerning the instability and insufficiency of orderlies for the beneficiaries and the nurses at SAH. I had



already received several similar complaints recently, from several units at SAH.

According to the complainants, the quasi constant lack of personnel affects the quality of the care and services, to the point of affecting the quality of life and even the safety of the residents.

Furthermore, the non-regular personnel is less trained, knows the residents less, which also affects the quality of the care and services.

As you already know, this is a global and recurring problem.

I understand that other institutions are experiencing similar situations, but SAH is also connected by contract to Veterans Affairs Canada to continue to offer the level of service that prevailed prior to the transfer from the federal to the CIUSSS.

Realistically, when do you foresee being able to implement improvement measures to minimize the lack of PAB and nursing personel at SAH?

a copy of the said email is communicated as Exhibit P-3;

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SCHEDULE B – Notice to members, English and French versions**NOTICE TO CLASS MEMBERS****CLASS ACTION**

(S.C.M. N° 500-06-000952-180)

On February 20, 2019, the Superior Court of Québec for the district of Montréal authorized a class action against the Attorney General of Canada, the Attorney General of Québec, and the Centre Intégré Universitaire de Santé et de Services Sociaux de l'Ouest-de-l'Île de Montréal ("CIUSSS") on behalf of the following persons:

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. ("Membres")

Mr. Wolf William Solkin was appointed representative of the persons included in the class.

The class action seeks to compensate the Members of the class for the failure by the Attorney General of Canada, the Attorney General of Québec, and CIUSSS to provide the same exceptional level of care and services which the Members received at Ste. Anne's Hospital prior to the transfer of the facility under provincial jurisdiction. The Defendants will oppose the class action; the Plaintiff will have to prove the merits of his claim.

Members do not need to take any action to benefit from a favorable judgment in this class action.

This class action will proceed in the judicial district of Montréal.

5.1.1 THE MAIN ISSUES

The main issues to be dealt with collectively are:

- a) Do the Defendants Attorney general of Quebec and the CIUSSS have contractual obligations towards the Class Members under the Transfer Agreement and if so, which ones and is there a breach of such obligations?;
- b) Does the Defendant Attorney General of Canada have any extra-contractual obligations towards the Class Members and if so, which ones and is there a breach of such obligations?;
- c) If there is a breach under questions a) or b), did such breach cause the Class Members, or any of them, damages and if so, what kind and to what extent?;
- d) Are the Defendants jointly and severally responsible to pay damages to the Class Members, or any of them?;
- e) Considering that the class representative confirmed that there is no *lis pendens* with the class action *Le Conseil pour la Protection des malades et Daniel Pilote c. CIUSSS de la Montérégie-Centre et al.* (500-06-000933-180),

have the Defendants breached the Class Members rights to dignity and honour protected by the *Québec Charter of Human Rights and Freedoms* or the rights to life, liberty and security protected by the *Canadian Charter of Rights and Freedoms*? If so, are the Class Members, or any of them, entitled to damages as a result, of what kind and to what extent?;

5.1.2 THE CONCLUSIONS SOUGHT

The conclusions sought in relation to those issues are:

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

DECLARE the Defendants Attorney General of Québec and CIUSSS are bound to contractual obligations towards the Class Members under the Transfer Agreement and are in breach of said obligations;

DECLARE the Defendant Attorney General of Canada is bound to extra-contractual obligations towards the Class Members under the law and is in breach of said obligations;

CONDEMN the Defendants Attorney General of Canada, Attorney General of Québec and CIUSSS jointly and severally to pay to each Class Member the amount of \$151.90 as well as \$7.01, *sauf à 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, with interest at the legal rate and the additional indemnity provided for in article 1619 of the C.C.Q. since service of the *Application for Authorization to Institute a Class Action and to Obtain Status of Representative*;

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 for the period they reside at SAH or up to the date of their death;

DECLARE that the nature of the breach by the Defendants Attorney General of Canada, Attorney General of Québec and CIUSSS 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 Defendants Attorney General of Canada, Attorney General of Québec and CIUSSS 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, with interest at the legal rate and the additional indemnity provided for in article 1619 of the C.C.Q. since service of the *Application for Authorization to Institute a Class Action and to Obtain Status of Representative*;

CONDEMN the Defendants Attorney General of Canada, Attorney General of Québec and CIUSSS jointly and severally to pay to each Class Member punitive damages in the amount to be determined by the Court, taking into account the nature of the breaches and the damages suffered, with interest at the legal rate and the additional indemnity provided for in article 1619 of the C.C.Q. since service of the *Application for Authorization to Institute a Class Action and to Obtain Status of Representative*;

ASSESS the amounts of damages to which the Class Members are entitled to on a collective basis and **CONDEMN** the Defendants Attorney General of Canada, Attorney General of Québec and CIUSSS 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 Defendants Attorney General of Canada, Attorney General of Québec and CIUSSS to pay such damages on an individual basis;

THE WHOLE with legal costs including experts' fees and the costs of publication of notices to the members.

5.1.3 YOUR RIGHT TO EXCLUDE YOURSELF FROM THE CLASS ACTION

Any Member who has not opted out of the class will be bound by any judgment rendered in the class action.

The deadline for the Members to opt out of the class action without special permission is **Month Day, 2019**.

Any Member who has not already filed a personal action against the Attorney General of Canada, the Attorney General of Québec, and CIUSSS for a similar matter may opt out of the class action by advising the clerk of the Superior Court of Québec for the district of Montréal (1, Notre-Dame East, Montréal, Québec, H2Y 1B6) according to article 580 of the *Civil Code of Procedure* before the expiry of the delay for exclusion.

Any Member who has brought an action against the Attorney General of Canada, the Attorney General of Québec, and CIUSSS for a similar matter, the merits of which would be decided by the final judgment to follow in the class action, is deemed to have opted out from the class action if he/she does not discontinue such action before the expiry of the delay for exclusion.

5.1.4 INTERVENTION AND LEGAL COSTS

A Member may ask the Court to intervene in this class action. The Member's motion to intervene will be allowed if it is considered helpful to the class. An intervening Member may be bound to undergo an examination on discovery at the request of the defendants.

A Member who does not intervene in the class action can only be subject to an examination on discovery at the request of the defendants if the Court deems it useful.

A Member other than the representative plaintiff or an intervenor cannot be ordered to pay the costs of the class action.

5.1.5 FOR MORE INFORMATION

For more information, you may consult the registry of class actions where you will find the main legal documents filed in the Courts record, at the following address:

<https://www.registredesactionscollectives.quebec/en/Consulter/RecherchePublique#>

Further, Members who wish to be kept informed on the progress of this file may register by filling out the form on the Class Counsel's website:

www.savonitto.com
actioncollective.bell@savonitto.com

Savonitto & Ass. inc.

468 St-Jean St., suite 400
Montreal (QC) H2Y 2S1
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www.nelsonchampagne.com
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Windsor Station 9th Floor

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514 843-4855

**This notice has been authorized and approved by the Honorable Donald Bisson,
j.s.c.**

SHORT NOTICE TO CLASS MEMBERS
CLASS ACTION

(S.C.M. N° 500-06-000952-180)

On February 20, 2019, the Superior Court of Québec for the district of Montréal authorized a class action against the Attorney General of Canada, the Attorney General of Québec, and the Centre Intégré Universitaire de Santé et de Services Sociaux de l'Ouest-de-l'Île de Montréal ("CIUSSS") on behalf of the following persons:

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. ("Members")

Mr. Wolf William Solkin was appointed representative of the persons included in the class.

The class action seeks to compensate the Members for the failure by the Attorney General of Canada, the Attorney General of Québec, and CIUSSS to provide the same exceptional level of care and services which the Members received at Ste. Anne's Hospital prior to the transfer of the facility under provincial jurisdiction. The Defendants will oppose the class action; the Plaintiff will have to prove the merits of his claim.

Members do not need to take any action to benefit from a favorable judgment in this class action.

Any Member who wishes to opt out of the class action has until **Month Day, 2019** to notify the clerk of the Superior Court for the district of Montréal at 1, Notre-Dame East St., Montréal (Québec) H2Y 1B6.

A final judgment must be rendered before any compensation can be awarded.

FOR MORE INFORMATION, YOU CAN CONTACT CLASS COUNSEL OR CONSULT THE REGISTRY OF CLASS ACTIONS:

5.1.5.1 Class Counsel:

www.savonitto.com

actioncollective.bell@savonitto.com

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Registry of Class Actions

<https://www.registredesactionscollectives.quebec/en/Consulter/RecherchePublique#>

This shortened notice has been authorized and approved by the Honorable Donald Bisson, j.s.c. The complete notice to Members can be viewed on the Class Counsel's website at: www.savonitto.com / www.nelsonchampagne.com.

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AVIS AUX MEMBRES DU GROUPE
EXERCICE D'UNE ACTION COLLECTIVE

(C.M. N° 500-06-000952-180)

Le 20 février 2019, la Cour supérieure du Québec, district de Montréal, a autorisé l'exercice d'une action collective contre le Procureur général du Canada, la Procureure générale du Québec et le Centre Intégré Universitaire de Santé et de Services Sociaux de l'Ouest-de-l'Île de Montréal (« **CIUSSS** ») au nom du groupe suivant :

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 résidentes à l'Hôpital Sainte-Anne à partir du 1^{er} avril 2016 ou après, ainsi que leurs héritiers et/ou ayants droit. (« **membres** »)

M. Wolf William Solkin a été désigné représentant les membres aux fins d'exercer cette action collective pour le compte du groupe.

L'action collective vise à indemniser les membres du groupe pour le défaut du Procureur général du Canada, de la Procureure générale du Québec et du CIUSSS de maintenir le niveau exceptionnel de soins et services que les Anciens combattants recevaient à l'Hôpital Ste-Anne avant la cession de l'établissement aux autorités provinciales. Les défendeurs entendent contester l'action collective; le demandeur devra prouver le bien-fondé de son recours.

Les membres du groupe sont automatiquement éligibles à bénéficier de l'action collective sans avoir à s'enregistrer.

L'action collective procédera dans le district de Montréal.

5.1.6 LES QUESTIONS PRINCIPALES

Les questions visées par l'action collective sont les suivantes :

- a) Les défendeurs Procureure générale du Québec et CIUSSS ont-ils des obligations envers les membres du groupe en vertu de l'Entente de cession et, dans l'affirmative, quelles sont-elles et ont-ils manqué à ces obligations?;
- b) Le défendeur Procureur général du Canada a-t-il des obligations extracontractuelles envers les membres du groupe et, dans l'affirmative, quelles sont-elles et a-t-il manqué à ces obligations?;
- c) S'il y a eu des manquements aux questions a) ou b), lesdits manquements ont-ils causé des dommages aux membres du groupe, ou à certains d'entre eux, et dans l'affirmative, de quelle nature et dans quelle mesure?;
- d) Les défendeurs sont-ils conjointement et solidairement responsables de payer des dommages aux membres du groupe ou à certains d'entre eux?;
- e) Considérant que le représentant du groupe a confirmé qu'il n'y avait pas de litispendance avec l'action collective dans le dossier Le Conseil pour la Protection des malades et Daniel Pilote c. CIUSSS de la Montérégie-Centre et al. (500-06-000933-180), les défendeurs ont-ils porté atteinte aux droits des membres du



groupe à la dignité et à l'honneur protégés par la *Charte québécoise des droits et libertés de la personne* ou les droits à la vie, à la liberté et à la sécurité protégés par la *Charte canadienne des droits et libertés*? Dans l'affirmative, les membres du groupe, ou certains d'entre eux, ont-ils droit à des dommages-intérêts en conséquence, de quelle nature et dans quelle mesure?

5.1.7 LES CONCLUSIONS RECHERCHÉES

Les conclusions recherchées qui s'y rattachent sont les suivantes :

ACCUEILLIR la présente action collective au nom de tous les membres du groupe;

DÉCLARER que les défendeurs Procureure générale du Québec et CIUSSS sont tenus à des obligations contractuelles envers les membres du groupe en vertu de l'Entente de cession et qu'ils ont manqué à ces obligations;

DÉCLARER que le défendeur Procureur général du Canada est tenu à des obligations extracontractuelles envers les membres du groupe en vertu de la loi et qu'il a manqué à ces obligations;

CONDAMNER les défendeurs Procureur général du Canada, Procureure générale du Québec et CIUSSS à payer conjointement et solidairement à chacun des membres du groupe la somme de 151,90 \$ ainsi que 7,01 \$, sauf à parfaire, par jour, pour chaque jour de résidence à l'HSA depuis le 1^{er} avril 2016, ou toute autre date d'arrivée ultérieure, soit le per diem attribué en vertu de l'Entente de cession, majorés de l'intérêt au taux légal, ainsi que l'indemnité additionnelle prévue à l'article 1619 C.c.Q. depuis la signification de la *Demande pour autorisation d'exercer une action collective et pour être représentant*;

ORDONNER que lesdits montants soient versés aux membres du groupe jusqu'à la date à laquelle tous les services dus aux Anciens combattants seront rétablis au niveau exceptionnel auquel ils ont droit ou pour la période pendant laquelle les membres résident à l'HSA ou jusqu'à la date de leur décès;

DÉCLARER que la nature des manquements commis par les défendeurs Procureur général du Canada, Procureure générale du Québec et CIUSSS et leur effet sur la sécurité, la dignité et la qualité de vie des membres du groupe donne lieu à l'octroi de dommages moraux;

CONDAMNER les défendeurs Procureur général du Canada, Procureure générale du Québec et CIUSSS conjointement et solidairement à payer à chaque membre du groupe des dommages moraux au montant de 120,00 \$ par jour pour chaque jour où elle/il a résidé à l'HSA depuis le 1^{er} avril 2016, ou à toute autre date d'arrivée ultérieure, majorés de l'intérêt au taux légal, ainsi que l'indemnité additionnelle prévue à l'article 1619 C.c.Q. depuis la signification de la *Demande pour autorisation d'exercer une action collective et pour être représentant*;

CONDAMNER les défendeurs Procureur général du Canada, Procureure générale du Québec et CIUSSS conjointement et solidairement à payer à chaque membre du groupe à titre de dommages-intérêts punitifs au montant à être déterminé par le tribunal, selon des paramètres tenant compte de la nature des manquements et des dommages subis, majorés de l'intérêt au taux légal, ainsi que

l'indemnité additionnelle prévue à l'article 1619 C.c.Q. depuis la signification de la *Demande pour autorisation d'exercer une action collective et pour être représentant*;

ÉVALUER les montants des dommages auxquels les membres du groupe ont droit sur une base collective et **CONDAMNER** les défendeurs Procureur général du Canada, Procureure générale du Québec et CIUSSS à payer de ces montants sur une base collective, ou à titre subsidiaire;

DÉCLARER que les sommes à payer ainsi que les dommages subis par les membres du groupe l'ont été individuellement et **ORDONNER** aux défendeurs Procureur général du Canada, Procureure générale du Québec et CIUSSS de payer ces dommages-intérêts sur une base individuelle;

LE TOUT avec frais de justice, y compris les frais d'experts et les frais de publication d'avis aux membres.

6. DROIT D'EXCLUSION DES MEMBRES DE L'ACTION COLLECTIVE

Tout membre qui ne s'est pas exclu du groupe sera lié par tout jugement rendu dans le cadre de cette action collective.

La date limite pour les membres pour s'exclure de l'action collective sans autorisation spéciale est le **jour mois, 2019**.

Tout membre qui n'a pas déjà intenté d'action personnelle contre les défendeurs peut s'exclure de l'action collective en avisant le greffier de la Cour supérieure du Québec pour le district de Montréal (1 rue Notre-Dame Est, Montréal, Québec, H2Y 1B6) en conformité avec l'article 580 du *Code de procédure civile* avant l'expiration du délai d'exclusion.

Tout membre qui a intenté une action individuelle devant un tribunal de droit civil contre les défendeurs dont disposerait le jugement final dans le cadre de la présente action collective est réputé s'exclure de l'action collective s'il ne se désiste pas de son action individuelle avant l'expiration du délai d'exclusion.

6.1.1 INTERVENTION ET FRAIS DE JUSTICE

Un membre peut demander à la Cour d'intervenir dans cette action collective. La demande d'intervention du membre sera autorisée si elle est jugée utile pour le groupe. Un membre intervenant peut être tenu de se soumettre à un interrogatoire préalable à la demande des défendeurs.

Un membre qui n'intervient pas dans l'action collective ne peut être soumis à un interrogatoire préalable à la demande des défendeurs que si la Cour le juge utile.

Un membre autre que le représentant ou un intervenant ne peut être condamné aux frais de justice de l'action collective.

6.1.2 POUR PLUS DE RENSEIGNEMENTS

Pour plus de renseignements, vous pouvez consulter le registre des actions collectives où vous trouverez les principaux documents juridiques déposés au dossier de la Cour, à l'adresse suivante :

<https://www.registredesactionscollectives.quebec/fr/Consulter/RecherchePublique#>

De plus, les membres qui souhaitent être tenus informés de l'évolution du dossier peuvent s'inscrire en remplissant le formulaire sur les sites Web des avocats du groupe :

www.savonitto.com

actioncollective.bell@savonitto.com

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Montréal (QC) H3B 2S2

514 843-4855

6.1.2.1 Le présent avis a été autorisé et approuvé par l'honorable Donald Bisson, j.c.s.

Jed

AVIS ABRÉGÉ AUX MEMBRES DU GROUPE
EXERCICE D'UNE ACTION COLLECTIVE

(C.S.M. N° 500-06-000952-180)

Le 20 février 2019, la Cour supérieure du Québec, district de Montréal, a autorisé l'exercice d'une action collective contre le Procureur général du Canada, la Procureure générale du Québec et le Centre Intégré Universitaire de Santé et de Services Sociaux de l'Ouest-de-l'Île de Montréal (« **CIUSSS** ») au nom du groupe suivant :

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 résidentes à l'Hôpital Sainte-Anne à partir du 1^{er} avril 2016 ou après, ainsi que leurs héritiers et/ou ayants droit. (« **membres** »)

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Les membres du groupe sont automatiquement éligibles à bénéficier de l'action collective sans avoir à s'enregistrer.

Tout membre qui souhaite s'exclure de la présente action collective a jusqu'au **jour mois, 2019** pour aviser le greffe de la Cour supérieure du district de Montréal au 1, rue Notre-Dame Est., Montréal (Québec) H2Y 1B6

Un jugement final devra être rendu avant que toute compensation puisse être octroyée.

POUR PLUS DE RENSEIGNEMENTS, CONTACTEZ LES AVOCATS DES MEMBRES ET CONSULTEZ LE REGISTRE DES ACTIONS COLLECTIVES :

6.1.2.2 Avocats des membres :

www.savonitto.com

actioncollective.bell@savonitto.com

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Registre des actions collectives

<https://www.registredesactionscollectives.quebec/fr/Consulter/RecherchePublique#>

Le présent avis abrégé a été autorisé et approuvé par l'honorable Donald Bisson, j.c.s. Le texte complet de l'avis aux membres peut être consulté sur les sites Web des avocats du groupe : www.savonitto.com / www.nelsonchampagne.com

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TABLE OF CONTENTS

1. EXECUTIVE SUMMARY / SOMMAIRE EXÉCUTIF	1
2. INTRODUCTION	2
3. BACKGROUND AND ISSUES IN DISPUTE	4
4. ANALYSIS AND DISCUSSION	5
4.1 Is there a prima facie case?	5
4.1.1 The plaintiff's factual allegations	6
4.1.2 Stipulation for another	10
4.1.3 Extra-contractual fault	13
4.1.4 Violation of the <i>Charters</i>	17
4.1.4.1 The Quebec <i>Charter</i>	17
4.1.4.2 The Canadian <i>Charter</i>	19
4.1.5 Damages and causal connection	21
4.1.6 Conclusion	22
4.2 Are there identical, similar, or related issues?	22
4.3 Does the composition of the class justify a class action?	24
4.4 Is the plaintiff in a position to properly represent the members?	25
4.5 What are the parameters for the class and the identical, similar, or related issues?	28
4.6 What are the parameters for the notice of authorization and the period of exclusion?	29
4.7 In what judicial district should the class action be brought?	29
4.8 What should be done about the plaintiff's application for disclosure of documents?	30
5. CONCLUSION	30
FOR THESE REASONS, THE COURT:	30
SCHEDULE A – Paras. 64 to 85 of the Application for authorization	38
SCHEDULE B – Notice to members, English and French versions	43
TABLE OF CONTENTS	55



