CANADA
PROVINCE OF QUÉBEC
DISTRICT OF MONTRÉAL
NO:

500-06-001025-192

SUPERIOR COURT
(Class Action)

PAULA MORAN, a person residing at 561 William Barfoot, Borough of Greenfield Park, Province of Québec, Canada, J4V 3R1

Applicant

v.

APOTEX INC., a legal person, duly constituted under the laws of Canada, having its principal place of business at 150 Signet Drive, Toronto, Ontario, M9L 1T9

and

SANDOZ CANADA INC., a legal person duly constituted under the laws of Canada, having its principal place of business at 110 de Lauzon, Boucherville, Québec, J4B 1E6

and

PRO DOC LIMITEE, a legal person duly constituted under the laws of Québec, having its principal place of business at 2925 boul. Industrial, Laval, Québec, H7L 3W9

and

SANIS HEALTH INC., a legal person duly constituted under the laws of Canada, having its principal place of business at 1 Presidents Choice Circle, Brampton, Ontario, L6Y 5S5.

and

SIVEM PHARMACEUTICALS ULC, a legal person duly constituted under the

laws of Québec, having its principal place of business at 4705 Rue Dobrin, St-Laurent, Québec, H4R 2P7.

and

THE JEAN COUTU GROUP (PJC) INC., a legal person duly constituted under the laws of Québec, having its principle place of business at 245, Jean Coutu Street, Varennes, Québec, J3X 0E1

and

SHOPPERS DRUG MART INC., a legal person duly constituted under the laws of Canada, having its principle place of business at 243 Consumers Road, Toronto, Ontario, M2J 4W8

and

UNIPRIX GROUP, a legal person, having its principle place of business at 5000 Métropolitain Blvd East, Montréal, Québec, H1S 3G7

and

METRO INC., a legal person duly constituted under the laws of Québec, having its principle place of business at 11011 Maurice-Duplessis Blvd, Montréal, Québec, H1C 1V6

Defendants

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

TO ONE OF THE HONOURABLE JUSTICES OF THE QUÉBEC SUPERIOR COURT, SITTING IN AND FOR THE DISTRICT OF MONTRÉAL, THE APPLICANT STATES AS FOLLOWS:

GENERAL PRESENTATION

1. The applicant wishes to institute a class action on behalf of the following group, of which she is a member (the "Class" or "Class Members"):

> all persons in Québec who purchased or ingested one or more ranitidine products for sale in Canada from January 1, 2010 to present.

or such other class definition as may be approved by the Court.

DEFINED TERMS

1. The following definitions apply for the purpose of this application to authorize the bringing of a class action:

   a. "***CCP***" means *Code of Civil Procedure*, C-250.1;

   b. "***CCQ***" means *Civil Code of Québec*, chapter CCQ-1991;

   c. "**Class**" or "**Class Member(s)**" means all persons in Québec who purchased or ingested one or more ranitidine products for sale in Canada

   d. "***CPA***" means *Consumer Protection Act,* C.Q.L.R. c. P-40.1;

THE PARTIES

The applicant

2. The applicant, Paula Moran ("Paula") is an individual who lives in Greenfield Park, Québec, Canada.

The Defendants

3. The defendant Apotex Inc. ("Apotex") is a pharmaceutical company incorporated under the laws of Canada with its head office in Toronto, Ontario. Apotex manufactured ranitidine products for sale in Canada.

4. The defendant Sandoz Canada Inc. ("Sandoz") is a pharmaceutical company incorporated under the laws of Canada with its head office in Boucherville, Ontario. Sandoz manufactured ranitidine products for sale in Canada.

5. The defendant Pro Doc Limitee ("Pro Doc") is a pharmaceutical company incorporated under the laws of Québec with its head office in Laval, Québec. Pro Doc manufactured ranitidine products for sale in Canada.

6. The defendant Sanis Health Inc. ("Sanis") is a pharmaceutical company incorporated under the laws of Canada with its head office in Brampton, Ontario. Sanis manufactured ranitidine products for sale in Canada.

7. The defendant Sivem Pharmaceuticals ULC ("Sivem") is a pharmaceutical company incorporated under the laws of Québec with its head office in St.-Laurent, Québec. Sivem manufactured ranitidine products for sale in Canada.

8. The defendant The Jean Coutu Group (PCJ) Inc. ("Jean Coutu") is a pharmacy chain incorporated under the laws of Québec with its head office in Varennes, Québec. As of March 4, 2017, Jean Coutu operated 382 franchised stores located in Québec under the banners of PCJ Jean Coutu, PJC Jean Coutu Santé

Beauté and PJC Jean Coutu Santé. Jean Coutu distributed ranitidine products for sale to its stores located in Québec and sold the products directly to consumers through its stores in Québec.

9. The defendant Shoppers Drug Mart Inc. ("Shoppers") is a company incorporated under the laws of Canada with its head office in Toronto, Ontario. As of December 29, 2018, Shoppers operated 179 associate-owned drug stores in Québec under the banner Pharmaprix. Shoppers distributed ranitidine products for sale to its stores located in Québec and sold the products directly to consumers through its stores in Québec.

10. The defendant Uniprix Group ("Uniprix") is a company with its head office in Montréal, Québec. Uniprix owns and operates a chain of drug stores in Québec under the banners Uniprix, Uniprix Santé and Uniprix Clinique. Uniprix distributed ranitidine products for sale to its stores located in Québec and sold the products directly to consumers through its stores in Québec.

11. The defendant Metro Inc. ("Metro") is a company with its head office in Montréal, Québec. As of 2018, Metro operated 560 drugstores in Québec under the banners Brunet, Brunet Plus, Brunet Clinique, Clini Plus, PJC Jean Coutu, PJC Health and PJC Health and Beauty. Metro distributed ranitidine products for sale to its stores located in Québec and sold the products directly to consumers through its stores in Québec.

THE FACTS

12. Ranitidine is used in medications for the treatment of stomach problems, ulcers, heartburn, and gastroesophageal reflux disease (GERD). Ranitidine products are available in Québec under the brand name Zantac® and generic brands, available both as over-the-counter medication or by prescription.

13. An impurity, N-nitrosodimethylamine (NDMA), has been detected in the ranitidine products manufactured, distributed and sold by the defendants. NDMA is a potential human carcinogen, which means that it could cause cancer with long-term exposure.

14. A product monograph for both Zantac Ranitidine tablets and Zantac Ranitidine injections, states, among other things, as follows:

> **What the medication is used for:**
>
> - to heal ulcers in the stomach, or the part that it empties into (the duodenum)
> - to prevent stomach ulcers which may be caused by medicines called non-steroidal anti-inflammatory drugs (NSAIDs), often used to treat arthritis
> - to prevent ulcers from bleeding
> - to heal or stop problems caused by acid in the food pipe (esophagus) or too much acid in the stomach. This can cause pain or discomfort sometimes known as indigestion or heartburn
> - to stop acid coming up from the stomach while under anaesthetic during an operation
>
> **What the medicinal ingredient is:**
>
> Ranitidine hydrochloride

Specifically for the Zantac Ranitidine tablets, the product monograph states the following:

What the nonmedicinal ingredients are:

ZANTAC 150mg Tablets

The non-medicinal ingredients are microcrystalline cellulose, and magnesium stearate. The film-coating suspension contains the following excipients: hydroxypropyl methylcellulose, triacetin, and titanium dioxide.

ZANTAC 300mg Tablets

The non-medicinal ingredients are microcrystalline cellulose, croscarmellose sodium, and magnesium stearate. The film-coating suspension contains the following excipients: hydroxypropyl methylcellulose, triacetin, and titanium dioxide.

What dosage forms it comes in:

Each tablet contains either 150mg or 300mg ranitidine (as ranitidine hydrochloride).

Specifically for the Zantac Ranitidine injections, the product monograph states the following:

What the nonmedicinal ingredients are:

Non-medicinal ingredients include phenol (as a preservative), disodium hydrogen orthophosphate, and potassium dihydrogen orthophosphate.

What dosage forms it comes in:

Each ampoule contains 50mg ranitidine (as ranitidine hydrochloride) in 2ml aqueous solution (25mg/ml).

15. The product monograph for Zantac Ranitidine does not list NDMA as a component of the ranitidine nor does it list cancer as a risk to consumers using the product.

16. On or about September 13, 2019, Health Canada issued a product information update advising that they are investigating the presence of NDMA in some ranitidine drugs.

17. A further Health Canada report on or about September 17, 2019, advised that all lots of Ranitidine 150mg and 300mg tablets were being recalled by the defendant Sandoz, one of the leading manufacturers of the drug (the "Sandoz Recall").

18. The reason for the Sandoz Recall, according to the Health Canada website, was that affected lots may be manufactured with an active pharmaceutical ingredient (API) containing NDMA.

19. On or about September 25, 2019, Health Canada advised that four other companies: Apotex, Pro Doc, Sanis and Sivem were also recalling their ranitidine drugs due to the presence of NDMA (the "Recall").

20. The information on the Health Canada website regarding the Recall included advice as to the following:

- Talk to your doctor or pharmacist at your earliest convenience about alternative, non-ranitidine treatment options appropriate for your health circumstances. There are many prescription and over-the-counter drug alternatives in Canada that are authorized for the same or similar uses as ranitidine.
- Individuals taking a prescription ranitidine drug, including a recalled product, **should not stop** taking it unless they have spoken to their health care provider and obtained alternative treatment, as the risk of not treating the condition may be greater than the risk related to NDMA exposure.
- Contact your health care provider if you have taken a ranitidine product and you have concerns about your health.

FACTS GIVING RISE TO AN INDIVIDUAL ACTION BY THE APPLICANT

21. The applicant Paula is a resident of Greenfield Park, Québec.

22. Paula states that she purchased Zantac from the defendants Jean Coutu and/or Metro, Shoppers and Uniprix in Québec. She began consuming this medication regularly approximately two years ago. She had been taking it up until about May 2019.

23. Paula pleads that the defendants were negligent in the manufacture and distribution of the ranitidine products in contravention of Article 1457 of the *CCQ*.

24. Paula pleads that the defendants Jean Coutu, Shoppers, Uniprix and Metro breached their Contracts with the Class Members, in contravention of art. 1458 of the *CCQ*.

25. Paula pleads that the defendants made false and misleading representations in failing to disclose that the ranitidine products that she purchased and ingested were contaminated with NDMA, in contravention of, *inter alia,* section 219 of the *CPA*.

26. By placing their trademark on the medication thereby identifying the defendants as the manufacturers and/or distributors/retailers of the drug, the defendants intended to convey to consumers that the drugs were of high quality and were manufactured by a reputable pharmaceutical company.

27. Paula claims damages against the defendants for increased risk of contracting cancer; anxiety and mental distress; costs of medical monitoring; refund for costs incurred to purchase the medication, including dispensing fees, the cost of medication including the Provincial Government and Federal Government contribution and any contribution by the Provincial drug plan; unjust enrichment/restitution; and punitive damages.

FACTS GIVING RISE TO AN INDIVIDUAL ACTION BY EACH OF THE CLASS MEMBERS

Civil liability

28. Each of the defendants manufactured and/or distributed/sold ranitidine products for sale in Québec as a medication for consumption by the public. Each Class Member purchased and/or ingested one or more of the ranitidine products that were manufactured and/or distributed/sold for sale in Québec by the defendants.

29. The defendants had a duty not to cause harm to the Class Members in their manufacture and/or distribution/sale of the ranitidine products. Specifically, the defendants owed a duty of care to the Class Members to manufacture and/or distribute/sell a product that was fit for consumption and free of manufacturing defects which rendered the product unsafe or dangerous for consumption as a medication.

30. As a result of the defendants' lack of diligence and prudence, in contravention of art. 1457 of the *CCQ*, the defendants breached their duty of care by failing to

have adequate quality control procedures in place to inspect the ranitidine product ingredients to prevent the ranitidine product from being contaminated with NDMA.

Contractual liability

31. The applicants and every Class Member have a claim for recovery against the sellers of the ranitidine products under art. 1458 of the *CCQ*. The defendants Jean Coutu, Shoppers, Uniprix and Metro entered into a contract with the Class Members in respect of the sale of goods (the "Contract").

32. It was an express or implied term of the Contract that the sellers would distribute a product that was free of defects, fit for the purposes intended and safe for consumption as a medication.

33. The defendants Jean Coutu, Shoppers, Uniprix and Metro breached the express or implied terms of the Contract, in contravention of art. 1458 of the *CCQ*, by failing to distribute a product that was free of defects and safe for consumption as a medication.

Breach of the *CPA*

34. The defendants are subject to the obligations of the *CPA*, which prohibits persons who enter into agreements or conduct transactions with consumers from engaging in prohibited practices.

35. The defendants made false and misleading representations in contravention of, *inter alia,* art. 219 of the *CPA* in failing to disclose to the Class Members that the ranitidine products which they purchased or ingested were contaminated with NDMA.

36. By placing their trademark on the medication thereby identifying the defendants as the manufacturers and/or distributors of the drug, the defendants intended to convey to consumers that the drugs were of high quality and were manufactured by a reputable pharmaceutical company.

37. As a result of the breaches of the *CPA*, the applicants plead that the Class Members have suffered damages for the false and misleading representations made to them by the defendants. In addition, Class Members are entitled to punitive damages pursuant to art. 272 of the *CPA*.

Damages

38. The applicant and each of the Class Members have suffered damages and loss as a result of the defendants' negligence, breach of the *CPA,* breach of the *CCQ* and unjust enrichment/restitution as particularized above.

39. The applicant pleads that she and the Class are entitled to recover damages for the following:

(a) injuries suffered as a result of the defendants' failure in their duty not to harm others per art. 1457 of the *CCQ*;

(b) injuries suffered as a result of the breach of contract per art. 1458 of the CCQ;

(c) breach of art. 219 of the *CPA*

(d) personal injury;

(e) battery;

(f) increased risk of contracting cancer;

(g) anxiety and mental distress;

(h) cost of medical monitoring;

(i) Refund for cost incurred to purchase the medication, including dispensing fees, the cost of the medication to the class members including the Provincial Government contribution and the Federal Government contribution as well as any Provincial drug plan;

(j) unjust enrichment/restitution; and

(k) punitive damages per art. 272 of the CPA, and art. 1621 of the CCQ.

40. The Class Members have sustained a personal injury because they have ingested a drug that is toxic as the drug is contaminated with NDMA.

41. The Class Members have experienced serious and prolonged anxiety and mental distress because, as a result of the notice of the Recall, the Class Members have been informed that they have consumed a drug contaminated with NDMA, which is a carcinogen which may lead to cancer.

42. The Class Members claim the cost of medical monitoring because of the risk of contracting cancer. Medical monitoring will provide the Class Members with an early stage alert in the event that the NDMA causes adverse changes at a

genetic level and will provide some degree of assurance to lessen the anxiety experienced by Class Members.

43. The Class Members purchased a defective medication and therefore are entitled to a refund. Provincial and Federal Government contributions and drug plans have a subrogated interest in recovering the cost of the drugs purchased by the Class Members.

CONDITIONS REQUIRED TO INSTITUTE A CLASS ACTION

44. 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, with respect to provision 575(3) of the *CCP*, for the following reasons:

(a) Class Members are numerous and are scattered across Québec estimated to be in the thousands;

(b) The applicant is unaware of how many persons throughout Québec had purchased and/or ingested one or more of the ranitidine products;

(c) The names and addresses of the Class Members are not known to the applicant;

(d) Given the costs and risks inherent in an action before the courts, many people will hesitate to institute an individual action against the defendants. Even if the Class Members themselves could afford such individual litigation, the Court system could not as it would be overloaded;

(e) Further, individual litigation of the factual and legal issues raised by the conduct of the defendants would increase delay and expense to all parties and to the Court system;

(f) A multitude of actions risks having contradictory judgments on questions of fact and law that are similar or related to all Class Members;

(g) These facts demonstrate that it would be impractical, if not impossible, to contact each and every Class Member to obtain mandates and to join them in one action; and

(h) In these circumstances, a class action is the only appropriate procedure for all of the Class Members to effectively pursue their respective rights and have access to justice.

45. The claims of the Class Members raise identical, similar or related questions of fact or law namely:

(a) Did the defendants owe a duty of care to the Class Members to manufacture a product free of manufacturing defects which renders the product unsafe and dangerous for consumption?

(b) Did the defendants breach the duty of care, in contravention of Article 1457 of the *CCQ*, by failing to have adequate quality control procedures in place to inspect the ranitidine product ingredients to prevent the product from being contaminated with NDMA? If so, how?

(c) Did one or more of the defendants enter into a contract with the Class Members?

(d) Was it an express or implied term of the Contract that the sellers would distribute a product that was free of defects and safe for consumption as a medication?

(e) Did one or more of the defendants breach the contract? If so how?

(f) Did the defendants make, approve, and or authorize representations that were false or misleading pursuant to section 219 of the *CPA?* If so, what are the representations and how were they made to the Class Members?

(g) If so, are the Class Members entitled to damages pursuant to section 272 of the *CPA,* including for punitive damages?

(h) Are any of the defendants liable to the Class Members for unjust enrichment and liable to Class Members to make restitution?

(i) Can any or all of the claims be assessed on an aggregate basis?

(j) Are the Respondents liable for punitive damages?

46. The interests of justice weigh in favour of this application being granted in accordance with its conclusions.

NATURE OF THE ACTION AND CONCLUSIONS SOUGHT

47. The action that the applicant wishes to institute for the benefit of the Class Members is an action in damages.

48. The conclusions that the applicant wishes to introduce by way of an application to institute proceedings are:

GRANT the applicant's action against the defendants;

DECLARE that the defendants are liable to the Class Members for the following:

(i) negligence / breach of article 1457 the *CCQ*;

(ii) breach of contract/warranty;

(iii) breach of the *CPA*; and

(iv) unjust enrichment/restitution.

CONDEMN the Respondents to pay the Class Members damages;

GRANT an order directing reference or giving such other directions as may be necessary to determine issues not determined at the trial of the common issues;

GRANT the class action of the applicant on behalf of all the Class Members;

ORDER collective recovery in accordance with articles 595-598 of the *CCP*;

ORDER the treatment of individual claims of each Class Member in accordance with articles 599 to 601 of the *CCP*; and

THE WHOLE with interest and additional indemnity provided for in the *CCQ* and with full costs and expenses including expert fees and notice fees and fees relating to administering the plan of distribution of the recovery in this action.

JURISDICTION

49. The applicant suggests that this class action be exercised before the Superior Court in the District of Montréal because the Class Members and defendants reside everywhere in the Province of Québec;

50. The applicant, who is requesting to obtain the status of representative will fairly and adequately protect and represent the interest of the Members of the Group for the following reasons:

(a) She understands the nature of the action;

(b) She is available to dedicate the time necessary for an action to collaborate with Class Members; and

(c) Her interests are not antagonistic to those of other Class Members.

51. The present application is well-founded in fact and in law.

FOR THESE REASONS, MAY IT PLEASE THE COURT:

GRANT the applicant's action against the defendants;

AUTHORIZE the bringing of a class action in the form of an application to institute proceedings in damages;

ASCRIBE the applicant the status of representative of the persons included in the group herein described as:

> All persons in Québec who purchased or ingested one or more of the ranitidine products for sale in Canada;

IDENTIFY the principle questions of fact and law to be treated collectively as the following:

(a) Did the defendants owe a duty of care to the Class Members to manufacture a product free of manufacturing defects which renders the product unsafe and dangerous for consumption?

(b) Did the defendants breach the duty of care, in contravention of Article 1457 of the *CCQ*, by failing to have adequate quality control procedures in place to inspect the ranitidine product ingredients to prevent the product from being contaminated with NDMA? If so, how?

(c) Did one or more of the defendants enter into a contract with the Class Members?

(d) Was it an express or implied term of the Contract that the sellers would distribute a product that was free of defects and safe for consumption as a medication?

(e) Did one or more of the defendants breach the contract? If so how?

(f) Did the defendants make, approve, and or authorize representations that were false or misleading pursuant to section 219 of the *CPA?* If so, what are the representations and how were they made to the Class Members?

(g) If so, are the Class Members entitled to damages pursuant to section 272 of the *CPA,* including for punitive damages?

(h) Are any of the defendants liable to the Class Members for unjust enrichment and liable to Class Members to make restitution?

(i) Can any or all of the claims be assessed on an aggregate basis?

(j) Are the Respondents liable for punitive damages?

IDENTIFY the conclusions sought by the class action to be instituted as being the following:

DECLARE that the defendants are liable to the Class Members for the following:

(i) negligence / breach of article 1457 the *CCQ*;

(ii) breach of contract/warranty;

(iii) breach of the *CPA*; and

(iv) unjust enrichment/restitution.

CONDEMN the defendants to pay the Class Members damages;

GRANT an order directing reference or giving such other directions as may be necessary to determine issues not determined at the trial of the common issues;

GRANT the class action of the applicant on behalf of all the Class Members;

ORDER collective recovery in accordance with articles 595-598 of the *CCP*;

ORDER the treatment of individual claims of each Class Member in accordance with articles 599 to 601 of the *CCP*; and

THE WHOLE with interest and additional indemnity provided for in the *CCQ* and with full costs and expenses including expert fees and notice fees and fees relating to administering the plan of distribution of the recovery in this action.

DECLARE that all Class Members that have not requested their exclusion from the Class in the prescribed delay to be bound by any judgment to be rendered on the class action to be instituted;

FIX the delay of exclusion at 30 days from the date of the publication of the notice to the Class Members;

ORDER the publication of a notice to the Class Members in accordance with Article 579 of the *CCP*, pursuant to a further Order of the Court, and **ORDER** Respondents to pay for said publication costs;

THE WHOLE with costs, including the costs of all publications of notices.

Montréal, October 4, 2019

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Attorneys for the Applicant

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

Filing of a judicial application

Take notice that the Applicant has filed this Application for Authorization to Institute a Class Action and to Appoint the Status of Representative Plaintiff in the office of the Superior Court in the judicial district of Montréal.

Defendants' answer

You must answer the application in writing, personally or through a lawyer, at the courthouse of Montréal situated at 1 Rue Notre-Dame Est, Montréal, Québec, H2Y 186, within 15 days of service of the Application or, if you have no domicile, residence or establishment in Québec, within 30 days. The answer must be notified to the Applicant's lawyer or, if the Applicant is not represented, to the Applicant.

Failure to answer

If you fail to answer within the time limit of 15 or 30 days, as applicable, a default judgement may be rendered against you without further notice and you may, according to the circumstances, be required to pay the legal costs.

Content of answer

In your answer, you must state your intention to:

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

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

Change of judicial district

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

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

Transfer of application to Small Claims Division

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

Calling to a case management conference

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

Exhibits supporting the application

Exhibit P-1: Sandoz Recall

Exhibit P-2: Recall

The exhibits in support of the application are available upon request.

Notice of presentation of an application

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

NOTICE OF PRESENTATION
(Articles 146 and 574 CCP)

TO:

APOTEX INC.
150 Signet Drive,
Toronto, Ontario, M9L 1T9

and

SANDOZ CANADA INC.
110 de Lauzon,
Boucherville, Québec, J4B 1E6

and

PRO DOC LIMITEE
2925 boul. Industrial,
Laval, Québec, H7L 3W9

and

SANIS HEALTH INC.
1 Presidents Choice Circle,
Brampton, Ontario, L6Y 5S5.

and

SIVEM PHARMACEUTICALS ULC
4705 Rue Dobrin,
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245, Jean Coutu Street,
Varennes, Québec, J3X 0E1

and

SHOPPERS DRUG MART INC.
243 Consumers Road,
Toronto, Ontario, M2J 4W8

and

UNIPRIX GROUP
5000 Métropolitain Blvd East,
Montréal, Québec, H1S 3G7

and

METRO INC.
11011 Maurice-Duplessis Blvd,
Montréal, Québec, H1C 1V6

Defendants

TAKE NOTICE that Applicant's *Application for Authorization to Institute a Class Action and to Obtain the Status of Representative* will be presented before the Superior Court at 1 Rue Notre-Dame E, Montréal, Québec, H2Y 1B6, on the date set by the coordinator of the Class Action chamber.

GOVERN YOURSELF ACCORDINGLY.

Montréal, October 4, 2019

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Attorneys for the Applicant

CANADA

PROVINCE OF QUÉBEC
DISTRICT OF MONTRÉAL

NO:

(Class Action)
S U P E R I O R C O U R T

PAULA MORAN

Applicant

v.

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SIVEM PHARMACEUTICALS ULC

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THE JEAN COUTU GROUP (PJC) INC.

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SHOPPERS DRUG MART INC.

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UNIPRIX GROUP

and

METRO INC.

Defendants

LIST OF EXHIBITS

Exhibit P-1: Sandoz Recall

Exhibit P-2: Recall

Montréal, October 4, 2019

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Attorneys for the Applicant

500-06-001025-192

NO:

SUPERIOR COURT
DISTRICT OF MONTRÉAL
(Class Action)

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SHOPPERS DRUG MART INC.;

UNIPRIX GROUP;

METRO INC.

Defendants

APPLICATION FOR AUTHORIZATION TO INSTITUTE A CLASS ACTION AND TO OBTAIN THE STATUS OF REPRESENTATIVE,
LIST OF EXHIBITS AND EXHIBITS P-1 and P-2

ORIGINAL

Nature : Class Action		
Mon dossier :	0012-004	BS2828

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