

NOTICE OF AUTHORIZATION AND PARTIAL SETTLEMENT

CLASS ACTION CONCERNING THE BILLING OF ACCESSORY FEES FOR DRUGS AND ANESTHETIC AGENTS

The Superior Court authorized Mr. Philippe Léveillé, the class representative, to institute a class action against the Attorney General of Quebec (for the Minister of Health and Social Services – hereinafter “**MSSS**”), the Régie de l’assurance-maladie du Québec (hereinafter “**RAMQ**”) as well as physicians, optometrists and medical clinics (collectively the “**Clinics**”), regarding the billing of accessory fees for medical services insured by the Régie de l’assurance-maladie du Québec. This class action bears the file number 500-06-000695-144. The Régie de l’assurance-maladie du Québec is no longer a defendant in the case following a decision of the Court of Appeal rendered after the authorization of the class action.

CLASS MEMBERS

The criteria for being a member of the class action are:

- You paid an amount following the use of drugs or anesthetic agents by a physician, an optometrist or a private clinic;
- The amount disbursed was greater than the cost borne by the physician, optometrist or private clinic;
- The drugs or anesthetic agents were used during a medical service insured by the RAMQ; and
- The amount was disbursed between May 15, 2011 and January 26, 2017.

If you meet these criteria, you may, depending on the final judgment in the case, be entitled to obtain monetary compensation for the accessory fees that were billed to you.

The lawyers’ fees will be paid in the event of success only and according to a percentage of the compensation paid to the members of the class which will be approved by the Court. You will therefore not have to pay anything unless you are compensated.

YOU CAN EXCLUDE YOURSELF UNTIL MAY 3RD, 2023.

If you do nothing, you will automatically be a member of the class and you will be bound by any judgment rendered in this class action.

If you do not want to participate, you must exclude yourself from the group. You will then not be entitled to any compensation in the event of a favorable outcome in this class action.

To be excluded, you must send a letter to the registry of the Superior Court, with a copy to Mr. Léveillé's lawyers, indicating the file number (500-06-000695-144):

Registry of the Superior Court

Montreal Courthouse
1 Notre Dame Street East
Montreal (Quebec) H2Y 1B6

Trudel Johnston & Lespérance

750 Place d'Armes hill
Office 90
Montreal (Quebec) H2Y 2X8

NEXT STEPS

The authorization judgment is a preliminary step that allows the class action to begin. This judgment does not decide the liability of the defendants. The latter will be able to assert their means of defense at trial.

It is following this trial, which will take place in the district of Montreal, that the Superior Court will decide whether one or more defendants should be condemned to compensate class members and, if such is the case, what amount will be paid.

To do so, the trial judge will have to answer several questions that have already been determined by the Court in its authorization judgment, which also determined the conclusions sought. These questions and conclusions can be found at the following link: <https://tjl.quebec/en/class-actions/costs-for-drugs-and-anaesthetic/>.

YOU CAN ASK TO INTERVENE

A class member may apply to the Court to intervene in the class action. The Court will authorize such an intervention if it is of the opinion that the intervention is useful to class members.

PARTIAL SETTLEMENT AGREEMENT

Since the authorization judgment, a partial settlement agreement (hereinafter "**Agreement**") has been reached with all the Clinics that are being sued and are represented by counsel. The list of Clinics affected by the Agreement is available on the plaintiff's lawyers' website at the following link: <https://tjl.quebec/en/class-actions/costs-for-drugs-and-anaesthetic/>.

The Agreement notably provides that the Clinics undertake to collaborate with the plaintiff and to provide him with information for the rest of the litigation. In return, the plaintiff will discontinue the class action against all the Clinics, without costs, and the class action will continue against the Attorney General of Quebec.

According to the plaintiff, the information that will be transmitted by the Clinics within the framework of the Agreement will greatly help him to constitute his evidence at trial and will facilitate the continuation of the file. Moreover, avoiding a lawsuit against the Clinics is in the interest of the members of the group and of justice, given the significant resources

and costs involved. However, the Agreement does not provide for any financial compensation from the Clinics.

IMPORTANT! The Agreement does not put an end to the class action, the litigation continues against the Attorney General of Quebec.

You can view the full text of the Agreement on the plaintiff's lawyers' website at the following link: <https://tjl.quebec/en/class-actions/costs-for-drugs-and-anaesthetic/>.

COURT APPROVAL OF AGREEMENT

The Agreement must be approved by the Superior Court. It will therefore be presented to the Honorable Judge Lukasz Granosik on April 21, 2023 at 9:30 a.m., in room 15.09 at the Montreal Courthouse. The hearing will also be accessible online with the following Teams link:

https://teams.microsoft.com/l/meetup-join/19%3ameeting_MmQyNWYzNmMtYmNkMC00MDA1LTliMzctNjhkNzZjMzlhNzJh%40thread.v2/0?context=%7b%22Tid%22%3a%223f6dec78-7ded-4395-975c-6edbb7d10b16%22%2c%22Oid%22%3a%22f2de948d-851d-47f4-9953-579062f424eb%22%7d.

If you disagree with the settlement, have not excluded yourself from this class action, and wish to contest its approval and be heard by the Court, you must send your opposition and the reasons for it, in writing, to the plaintiff's lawyers, at the latest on April 14, 2023, with the following information:

1. Your full name, mailing address, telephone number and current email address;
2. A statement that you believe you are a member of the class; and
3. A brief statement of the nature and grounds of your dispute.

Class members who do not object to the Agreement do not need to take any action.

FOR MORE INFORMATION

If you would like to receive information on the progress of the case, you can subscribe to the newsletter for this class action from the plaintiff's lawyers by completing the online form at: <https://tjl.quebec/en/class-actions/costs-for-drugs-and-anaesthetic/>.

PLEASE NOTE that your subscription to the newsletter is not a claim. If the class action is successful, you will have to make a claim according to the procedure determined by the Court.

The lawyers for the plaintiff and the members of the group are:



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Toll free: 1 844-588-8385
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Email: info@tjl.quebec

GRENIER VERBAUWHEDE |  VOCATS INC.

5215 Berri Street, Suite 102
Montreal (Quebec) H2J 2S4
Telephone: 514-866-5599

APPENDIX A
QUESTIONS AND CONCLUSIONS AUTHORIZED BY THE COURT

The questions authorized by the Court and modified following the judgment of the Court of Appeal according to which the RAMQ is no longer a defendant:

- Have insured persons, within the meaning of the *Health Insurance Act*, had to pay the physicians, optometrists and private clinics named as defendants accessory fees for insured services within the meaning of Article 3 HIA in the form of drugs and anesthetic agents charged above cost?
- What is the interpretation to be given to the following phrases: “compensation for the cost of drugs and anesthetic agents used” in the *Manual for general practitioners*; “Compensation for certain practice costs determined by this tariff. These costs include drugs and anesthetic agents” in the *Manual for medical specialists* and “compensation for the cost of drugs and anesthetic agents used in connection with the provision of an insured service” in the *Manual for optometrists*?
- Do these phrases authorize physicians, optometrists and private clinics to bill insured persons accessory fees that do not correspond to the cost of drugs and anesthetic agents that are accessory to insured services, while indicating that the bill covers these drugs and anesthetic agents?
- Does such billing represent additional remuneration over and above the basic remuneration paid by the *Régie de l’assurance maladie du Québec* for an insured act? If so, is this a form of billing prohibited by the *Health Insurance Act*?
- In this context, are the members of the group entitled to reimbursement from the physicians, optometrists or private clinics called as defendants of the amount of the costs that were illegally imposed on them, plus legal interest and the additional indemnity provided for in article 1619 C.C.Q.?
- In this context, has the Minister of Health and Social Services committed a civil fault exposing him to having to pay an amount equivalent to all the costs illegally billed to the members of the group, plus legal interest and the additional indemnity provided for in article 1619 C.c.Q.?
- If so, the obligation to reimburse the overpayment incumbent on the MSSS under an extra-contractual obligation and the obligation of the same type incumbent on physicians, optometrists and private clinics under a contractual obligation, are they so-called *in solidum* obligations?

The conclusions sought authorized by the Court:

GRANT the class action against the defendants;

CONDEMN the physicians, optometrists and private clinics called as defendants to restore to their patients who are members of the class the amount illegally charged as well as the legal interest and the additional indemnity provided for in article 1619 C.c.Q. and **ORDER** the collective recovery of these sums;

CONDEMN the **MSSS** to pay each class member an amount equivalent to the amount illegally charged by a physician, optometrist or private clinic as well as legal interest and additional indemnity provided for in article 1619 C.c.Q. and **ORDER** the collective recovery of these sums;

DECLARE that the obligation of restitution on the part of the physicians, optometrists and private clinics called as defendants, on the one hand, and the obligation of compensation on the part of the MSSS, on the other hand, are *in solidum* obligations;

ORDER the defendants, according to their liability, to deposit at the office of this Court all of the sums subject to a collective recovery order, as well as the interest and the additional indemnity;

TAKE any other measure that the Court deems necessary to safeguard the rights of the parties;

THE WHOLE with costs including the costs of expert opinions and notices.

APPENDIX B

LIST OF CLINICS AFFECTED BY THE AGREEMENT

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| 1. INSTITUT DE GLAUCOME DE MONTRÉAL INC. | 40. CENTRE DE PHYSIATRIE SHERBROOKE INC. |
| 2. CLINIQUE O, CHIRURGIE PLASTIQUE ET ESTHÉTIQUE DE L'ŒIL INC. | 41. FRANCINE CARDINAL |
| 3. FRÉDÉRIC LORD | 42. ANTRANIK BENOHANIAN |
| 4. JURATE ULECKAS | 43. INSTITUT DE L'ŒIL DES LAURENTIDES INC. |
| 5. JACQUES GRÉGOIRE | 44. YVON BENOIT |
| 6. ROBERT SABBAH | 45. 9151-6062 QUÉBEC INC. |
| 7. FRANÇOIS LAVIGNE | 46. LA CLINIQUE DE SANTÉ VISUELLE DE MONTRÉAL INC. |
| 8. GROUPE OPMEDIC INC. | 47. LA CLINIQUE D'OPHTALMOLOGIE DU HAUT RICHELIEU INC. |
| 9. CLINIQUE DE GASTRO-ENTÉROLOGIE DE LAVAL INC. | 48. CLINIQUE DE L'ALTERNATIVE INC. |
| 10. DR ISABELLE DELORME INC. | 49. 9189-2984 QUÉBEC INC. |
| 11. CLINIQUE DERMATOLOGIQUE DE LA RIVE-SUD | 50. PIERRE BLONDEAU |
| 12. J. S. BENHAMRON M.D. INC. | 51. F ROSS M.D. INC. |
| 13. MICHÈLE LECLERC | 52. PIERRE TURCOTTE M.D. INC. |
| 14. 7044968 CANADA INC. | 53. [...] |
| 15. RADIMÉD INC. | 54. RADIOLOGIE VARAD S.E.N.C.R.L. |
| 16. LE GROUPE SPÉCIALISTE ENT, S.E.N.C. | 55. LUC COMTOIS |
| 17. INSTITUT DE L'ŒIL DE MONTRÉAL INC. | 56. 2645-8224 QUÉBEC INC. |
| 18. MARIE-MICHELLE CAYER | 57. INSTITUT DE CHIRURGIE SPÉCIALISÉE DE MONTRÉAL INC. |
| 19. PLACEMENTS OPTIBUI INC. | 58. CLINIQUE DE RADIOLOGIE DE GRANBY INC. |
| 20. GIRAIR BASMADJIAN | 59. 100 % VISION INC. |
| 21. JACQUES BELLEFEUILLE | 60. ALFRED BALBUL |
| 22. GESTION PLEXO INC. | 61. CLINIQUE D'OPHTALMOLOGIE COI LAVAL INC. |
| 23. ÉLIZABETH GARIÉPY M.D. INC. | 62. JEAN-JUNIOR NORMANDIN |
| 24. LUC LECLAIRE | 63. CENTRE DE SANTÉ INTÉGRALE ET DE RECHERCHE CLINIQUE À COOKSHIRE INC. |
| 25. OPHTALMOLOGIE LANAUDIÈRE-SUD S.E.N.C. | 64. FYI SERVICES ET PRODUITS QUÉBEC INC. |
| 26. CHRISTIAN PERREAULT | 65. CENTRE DE RECHERCHE ET D'ENSEIGNEMENT D'ÉCHOENDOSCOPIE DE MONTRÉAL INC. |
| 27. MARTINE JEAN | 66. CENTRE DE GASTRO-ENTÉROLOGIE (MONTRÉAL, WEST ISLAND) INCORPORÉE |
| 28. RRX MÉDICAL INC. | 67. BÉATRICE WANG |
| 29. ÉTIENNE GAUVIN | 68. FRANÇOIS ROBERGE, OPHTALMOLOGUE INC. |
| 30. DRE JOELLE BARIL INC. | 69. CLINIQUE DE L'ŒIL ROCKLAND INC. |
| 31. APRIL WOOTTEN | 70. JOËL CLAVEAU, |
| 32. STEEVE LÉTOURNEAU M.D. INC. | 71. MICHEL GRAVEL |
| 33. 9084-7757 QUÉBEC INC. | |
| 34. CENTRE OCULAIRE DE QUÉBEC INC. | |
| 35. 2835631 CANADA INC. | |
| 36. SHAWN COHEN | |
| 37. PIJOCO INC. | |
| 38. CONTACT OPTICO INC. | |
| 39. OCULO VISION INC. | |

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| 72. | CLINIQUE OPHTALMOLOGIQUE DANIEL YU
INC. | 90. | DR F. CARDINAL INC. |
| 73. | ALAN COFFEY | 91. | RADIOLOGISTES UNIVERSITAIRES DE
MONTRÉAL, S.E.N.C.R.L. |
| 74. | RENÉE CARIGNAN | 92. | GMF CENTRE MÉDICAL DU PARC |
| 75. | CLINIQUE D'OPHTALMOLOGIE
LEBOURGNEUF | 93. | LOUKIA MITSOS |
| 76. | DAN BERGERON | 94. | DIMITRIOS KYRITSIS |
| 77. | MD EYECARE INC. | 95. | CLINIQUE D'OPTOMÉTRIE BELLEVUE INC. |
| 78. | BEAUCE OPTIQUE INC. | 96. | CLINIQUE D'OPHTALMOLOGIE BELLEVUE
LAVAL |
| 79. | INSTITUT PRIVÉ DE CHIRURGIE INC. | 97. | PHILIPPE LAFAILLE |
| 80. | JOHN CHEN | 98. | D.S. ET J.C. CHAPLEAU O.O.D. INC. |
| 81. | CHRISTA STAUDENMAIER | 99. | [...] |
| 82. | SERVICE D'UROLOGIE S.E.N.C.R.L. | 100. | CLINIQUE MÉDICALE STE-ADÈLE INC. |
| 83. | 1843-1353 QUÉBEC INC. | 101. | BÉNÉDICTE MORISSE |
| 84. | CLINIQUE MÉDICALE PIERRE-BERTRAND | 102. | HÉLÈNE MALTAIS |
| 85. | GESTION C.D.Q.M. INC. | 103. | LAKESHORE OPHTALMOLOGIE |
| 86. | STÉPHANE PIERRE MORIN | 104. | 9204-9204 QUÉBEC INC. |
| 87. | MARIAN ZAHARIA | 105. | JACQUES SALEM |
| 88. | ENDOVISION PLUS INC. | 106. | CENTRE MÉDICAL FONTAINEBLEAU INC. |
| 89. | JACQUES SAMSON | 107. | GROUPE VISION NEW LOOK INC |