Amended pursuant to Supreme Court Civil Rule 6-1(1)(a)
Original filed on April 19, 2021

No.VLC -S-S-214133

Vancouver Registry

IN THE SUPREME COURT OF BRITISH COLUMBIA

Between

I.F. and P.S.

Plaintiffs

And

Gilead Sciences, Inc. and Gilead Sciences Canada Inc.

Defendants

Brought under the *Class Proceedings Act*, R.S.B.C. 1996, c. 50

AMENDED NOTICE OF CIVIL CLAIM

This action has been started by the plaintiffs for the relief set out in Part 2 below.

If you intend to respond to this action, you or your lawyer must

(a) file a response to civil claim in Form 2 in the above-named registry of this court within the time for response to civil claim described below, and
(b) serve a copy of the filed response to civil claim on the plaintiffs.

If you intend to make a counterclaim, you or your lawyer must

(a) file a response to civil claim in Form 2 and a counterclaim in Form 3 in the above-named registry of this court within the time for response to civil claim described below, and
(b) serve a copy of the filed response to civil claim and counterclaim on the plaintiffs and on any new parties named in the counterclaim.

JUDGMENT MAY BE PRONOUCED AGAINST YOU IF YOU FAIL to file the response to civil claim within the time for response to civil claim described below.

Time for response to civil claim

A response to civil claim must be filed and served on the plaintiffs,

(a) if you reside anywhere in Canada, within 21 days after the date on which a copy of the filed notice of civil claim was served on you,
(b) if you reside in the United States of America, within 35 days after the date on which a copy of the filed notice of civil claim was served on you,
(c) if you reside elsewhere, within 49 days after the date on which a copy of the filed notice of civil claim was served on you, or

(d) if the time for response to civil claim has been set by order of the court, within that time.

CLAIM OF THE PLAINTIFFS

Part 1: STATEMENT OF FACTS

Overview

1. This case concerns the medications Viread, Truvada, Atripla, Complera, and Stribild which are used for the prevention and treatment of HIV/AIDS. They all contain tenofovir disoproxil fumarate ("**TDF**"), which prevents and treats HIV by blocking the reverse transcriptase enzyme involved in the viral replication process. TDF causes kidney ~~liver~~ and bone injury, including but not limited to, acute renal failure, tubular dysfunction, chronic kidney ~~liver~~ disease, Fanconi syndrome, and bone malformation.

2. In 1991, Gilead Sciences, Inc., acquired the exclusive rights to develop, manufacture, distribute, and sell tenofovir based medication for the treatment of HIV/AIDS. Between 1997 and 2001, Gilead Sciences, Inc. developed medications containing the prodrug TDF which converts to tenofovir (the active compound in the treatment of HIV/AIDS) once in the body. ~~and s~~ Starting in 2001, Gilead Sciences, Inc brought TDF based medication to market in the US. Beginning in 2003~~4~~, Gilead Sciences, Inc. and Gilead Sciences Canada Inc. brought the medications to market in Canada.

3. In and around 1998 while developing TDF ~~2001~~, Gilead Sciences, Inc. ~~also~~ discovered and began ~~d~~evelopin~~ged~~ ~~and began testing~~ another formulation ~~medication~~ called tenofovir alafenamide fumarate ("**TAF**") which at that time was referred to as GS-7340. Like TDF, TAF was a prodrug that converted to tenofovir within the body. Gilead Sciences, Inc. discovered that TAF was a safer alternative to TDF. TAF was more efficacious and less toxic to kidneys and bones. Despite knowing of the disparity in safety and effectiveness between TAF and TDF, Gilead Sciences, Inc. and Gilead Sciences Canada Inc. delayed and withheld the development, marketing and sale of TAF medications in order to maximize profits on the existing TDF patents.

4. The defendants had a duty to provide patients with the safest drug available, but deliberately chose to withhold TAF and instead sell inferior TDF medications first and for an extended period of time. Shortly before the TDF patent expired, the defendants sought to retain

their market share of tenofovir based therapies by strategically applying for approval of TAF medications and brought the patented formula to market as "new" and "novel" drugs in Canada starting in 2016. As a result of the defendants' actions, patients in Canada were exposed to the more toxic and dangerous form of the drug for over a decade. These patients, including the plaintiffs, unwittingly and needlessly suffered permanent, debilitating, and sometimes fatal kidney and bone damage as a result.

The Parties

5. Given the private nature of the plaintiffs' medical conditions and history detailed in this claim, they will be referred to in these pleadings by their initials.

6. The plaintiff, I.F., is a resident of British Columbia and lives in Surrey. She is HIV-positive. In approximately 2009, I.F. was prescribed Truvada to deal with her infectious disease. She took Truvada until approximately January 2020. In January 2020, I.F.'s doctor changed her prescription from Truvada to Biktarvy (a TAF alternative) due to compromised kidney functioning.

7. The plaintiff, P.S., is a resident of British Columbia, and lives in Vancouver. He is HIV-positive. P.S. was prescribed Atripla in 2009 for his medical condition. He took Atripla until 2014, when he was switched to Truvada. He took Truvada between 2014 until 2017. In 2017, his doctor prescribed Descovy (a TAF alternative) to replace Truvada, as P.S. was suffering decreasing kidney function.

8. The plaintiffs bring this action on behalf of all persons who consumed Viread, Truvada, Atripla, Complera, and/or Stribild (the "**TDF Drugs**") in Canada (the "**Class Members**") and all individuals who, by reason of a relationship with a Class Member, are entitled to assert a claim pursuant to the *Family Compensation Act*, R.S.B.C. 1996, c 126, the *Family Law Act*, R.S.O. 1990, c F 3, the *Fatal Accidents Act,* R.S.A. 2000, c F-8 or equivalent or comparable legislation in other provinces and territories (the "**Family Members**").

9. The defendant Gilead Sciences, Inc. ("**Gilead**"), is a corporation registered pursuant to the laws of Delaware in the United States, with its headquarters in Foster City, California. Gilead tested, developed, marketed, and sold TDF Drugs in North America before 2003.

10. The defendant Gilead Sciences Canada Inc. ("**Gilead Canada**") is incorporated under the laws of Canada. It formed in 2003 and is wholly owned by Gilead. Gilead Canada provides administrative, commercial, medical, regulatory, financial, and legal support for TDF drugs in Canada. Specifically, Gilead Canada applies for patents and drug approval, and imports, labels, markets, distributes, and sells TDF Drugs for sale throughout Canada. Its headquarters are in Mississauga, Ontario and it carries on business in British Columbia and across Canada.

The Development of TDF and TAF

11. In the early 1980s, Antonin Holy at the Institute of Organic Chemistry and Biochemistry of the Academy of Sciences of the Czech Republic in Prague was the first to synthesize tenofovir. While initial research was focused on the treatment of Hepatitis B, Dr. Holy began working with Dr. Erik De Clercq, an immunologist from the University of Leuven in Belgium, to conduct further research on the interaction between tenofovir and other viruses. Initial research indicated that tenofovir exhibited successful antiviral activity against DNA and RNA viruses, including HIV.

12. In 1987, Drs. Holy and De Clercq began collaborating on their tenofovir research with Dr. John C. Martin, the Associate Director of the Anti-Infective Chemistry Department at American pharmaceutical giant Bristol-Myers (now Bristol-Myers Squibb).

13. Between 1987 through 1990, Drs. Holy and Martin worked together to synthesize tenofovir compounds for testing by Dr. De Clercq to identify which compounds should be further developed to combat certain diseases. On his departure from Bristol-Myers in 1990, Dr. Martin continued his collaborations with Drs. Holy and De Clercq by brokering an exclusive license to research and develop tenofovir-based compounds for his new employer, Gilead.

14. Beginning in 1991, Gilead, under the direction of Dr. Martin as its Vice President of Research and Development, commenced the development of tenofovir as an antiretroviral treatment for HIV/AIDS.

15. By approximately 1993, Gilead had developed an oral formulation of tenofovir into prodrugs, including TDF. A prodrug is a compound that is metabolized or converted within the body into a pharmacologically active drug. TDF is a prodrug that converts to tenofovir, which combats HIV producing enzymes. Gilead began Phase I/II human testing of tenofovir and TDF in

1997. Phase II testing was completed in 1999. Gilead completed Phase III testing of tenofovir and obtained Federal Drug Administration approval over its first TDF medication in 2001 when it

approved Viread for marketing and sale in the US.

16. The risks associated with tenofovir were well known to Gilead from the early stages of development. At the time Gilead began developing and testing the compounds, they were aware of tenofovir's propensity to cause renal and bone injuries because of its biochemical similarity to at least two other antiretroviral drugs developed by Gilead – cidofovir and adefovir. Those drugs, like tenofovir, belong to the molecular class of acyclic nucleoside phosphates and are highly nephrotoxic.

17. Initial studies conducted by Gilead from approximately 1993 through 2001 demonstrated that while TDF was converted into tenofovir following oral ingestion, the amount of active tenofovir absorbed into the bloodstream was disproportionately low compared to the dose of TDF administered. Gilead determined that a 300-milligram dose was the lowest amount of TDF that could be administered to achieve the desired inhibition of HIV replication. This resulted in abnormally high concentrations of active tenofovir in the kidneys, which inhibited the kidneys' ability to function properly and contributed to mineral losses that precede bone and tooth loss.

18. ~~After examining the effects of tenofovir in TDF form, Gilead started testing TAF. In 2001, Gilead determined~~ By the time TDF began being marketed in Canada in 2003, Gilead knew or should have known that TAF was a safer prodrug form of tenofovir with ~~that could be administered orally to convert the same amount of active tenofovir in the body at one-tenth of the dose of TDF while achieving~~ the same antiretroviral effectiveness. ~~as TDF at only one-thousandth of the dose. As a result,~~ TAF produced significantly lower concentrations of active tenofovir in the kidneys, which in turn decreased the risk of renal injuries, as well as bone and tooth loss, when compared to TDF.

19. Between 2001 and 2004, Gilead conducted Phase I/II human studies of TAF. Results confirmed that TAF had a greater potency than TDF and was less toxic. It was clear that TAF could replace TDF. When Gilead Canada was formed in 2003 for the purposes of seeking regulatory approval, marketing, distributing, and selling tenofovir based drugs in Canada, it was aware or should have been aware of this knowledge.

20. In 2004, after completing Phase I/II studies, Gilead opted to delay and withhold the commercial development of TAF by discontinuing human testing. Meanwhile, Gilead secured patents related to TAF use in combating HIV.

21. Gilead delayed human testing of TAF based medications until 2011, approximately 4 years before the TDF patent was set to expire. In 2012, Gilead resumed Phase II testing of TAF, and began Phase III testing in 2013. In 2015, Gilead submitted the first commercial formulation of TAF to the US Federal Drug Administration.

The Choice to Develop, Manufacture, Market, and Sell TDF Drugs over TAF Alternatives

22. To maximize profits on tenofovir-based antiretroviral medications, Gilead and Gilead Canada intentionally, knowingly, willfully, recklessly, and carelessly devised a scheme whereby they abandoned the immediate testing and commercial development of TAF in favor of the less effective, less safe TDF.

23. From 2004 until 2015, Gilead and Gilead Canada monopolized the market for tenofovir-based antiretroviral medications in Canada by designing, manufacturing, marketing, distributing, and selling five different TDF medications in Canada:

a. Viread (approved for use in Canada in March, 2003~~May, 2004)~~;

b. Truvada (approved for use in Canada in ~~April,~~January, 2006);

c. Atripla (approved for use in Canada in October, 2007);

d. Complera (approved for use in Canada in September,~~October~~, 2011); and

e. Stribild (approved for use in Canada in November ~~December~~, 2012).

24. Gilead Canada patented TDF in Canada and sought regulatory approval from Health Canada for each of these drugs, except Atripla which was submitted by Gilead Sciences, LLC.

25. During this period, Gilead and Gilead Canada continued to generate and receive data further corroborating their knowledge that TDF is highly nephrotoxic in comparison to TAF, and

is more likely to cause significant renal, bone, and tooth injuries. Yet, Gilead and Gilead Canada did not resume commercial development of TAF based medication until 2011.

26. Gilead and Gilead Canada knew that the safer medication would cut into sales of TDF in Canada; if TAF was available for sale, fewer people would purchase the less-safe TDF. Gilead and Gilead Canada sought to maximize profits by delaying the commercial development of TAF until the TDF patent was close to expiring.

The Intentional Decision to Introduce TAF Prodrugs

27. Shortly before Gilead's exclusive patent to market and sell TDF Drugs was set to end, Gilead and Gilead Canada strategically decided to commercially develop their TAF based medications to extend profitability from tenofovir based antiretroviral therapies.

28. Even though Gilead had publicly stated in 2004 that it had abandoned the development of TAF, it worked internally to obtain patents related to the use of TAF in preventing and treating HIV. Gilead announced that they were continuing to test and develop TAF in 2011. Gilead and Gilead Canada described TAF as "new" and "novel" prodrug formulations that was much safer for patients, repeating the results from tests concluded years before.

29. To date, Gilead designed and marketed, and Gilead Canada sought regulatory approval of, imported, marketed, distributed, and sold five TAF-based medications in Canada thereby extending the defendants' market dominance in Canada through 2038:

a. Genvoya (approved for use in Canada in ~~February, 2016~~November, 2015 and marketed as a direct TAF-based alternative for Stribild)

b. Descovy (approved for use in Canada in ~~June,~~ April, 2016 and marketed as a direct TAF-based alternative for Truvada);

c. Odefsey (approved for use in Canada in ~~March~~ February, 2017 and marketed as a direct TAF-based alternative for Complera); and

d. Biktarvy (approved for use in Canada in ~~August~~ July, 2018).

30. Gilead and Gilead Canada have marketed these new drugs (all of which all contain a compound that the defendants have known to be much safer than the drugs they elected to market and sell) as "the safest" most effective option for the prevention and/or treatment of HIV.

The Plaintiffs' Injuries

31. The Plaintiff and Class Members have suffered damages and losses as a result of the Defendants' negligence.

32. As a result of taking the TDF, the plaintiffs and the Class Members suffered harm and injuries including, but not limited to decreased kidney function, renal failure, end-stage renal disease, renal insufficiency/impairment, chronic kidney disease, tubular dysfunction, chronic kidney ~~liver~~ disease, Fanconi syndrome, reduced bone density, bone breaks/fractures, bone malformation, and tooth loss.

Part 2: RELIEF SOUGHT

33. The plaintiffs claim, on their own behalf, the Class Members and the Family Members, as follows:

a. an order certifying this action as a class proceeding and appointing the plaintiffs as representative plaintiffs under the *Class Proceeding Act*;

b. general damages;

c. special damages;

d. punitive damage;

e. recovery of health care costs incurred by the Ministry of Health Services on their behalf pursuant to the *Health Care Cost Recovery Act*, S.B.C. 2008, c.27, and comparable legislation in the other provinces and territories;

f. relief under the *Family Compensation Act*, R.S.B.C. 1996, c 126, the *Family Law Act*, R.S.O. 1990, c F 3, the *Fatal Accidents Act*, R.S.A. 2000, c F-8 or equivalent or comparable legislation in other provinces and territories;

g. costs;

h. interest pursuant to the *Court Order Interest Act*, RS.B.C. 1996, c.79; and

i. such further and other relief this Honourable Court may deem just.

Part 3: LEGAL BASIS

Negligence

Duty of Care

34. As the designers, testers, manufacturers, marketers, labelers, promoters, distributors, importers, and sellers of the TDF Drugs, Gilead and Gilead Canada were in such a close and proximate relationship to the plaintiff, and other class members, as to owe them a duty of care. They caused the drugs to be introduced into the stream of commerce in Canada, and they knew that any dangers or adverse effects related to the drugs would cause foreseeable injury to the plaintiffs and class members.

35. Gilead and Gilead Canada owed a duty to the plaintiffs and class members to exercise reasonable care when designing, testing, manufacturing, marketing, labeling, promoting, distributing, importing, and selling the TDF Drugs.

Negligent Design

36. Gilead and Gilead Canada were negligent in their design, development, and seeking regulatory approval of the TDF Drugs.

37. Gilead and Gilead Canada breached their duty of care to the plaintiffs and other class members by negligently designing, developing, and seeking regulatory approval of the TDF Drugs, including (without limitation), by:

(a) carelessly, recklessly, and wrongfully choosing to employ TDF as the active ingredient in the TDF Drugs when it knew <u>or should have known</u> that it could have chosen a safer active ingredient that was more efficacious and safer than TDF, namely TAF;

(b) failing to commercially develop TDF alternatives considering the knowledge that such products would be more effective and less toxic to patients; and

(c) incorporating the TDF design into its antiretroviral medications and denying patients the opportunity to take a more effective and safer TAF-based medication, all to maximize its financial gain.

38. There are no individuals for whom the benefits of the TDF Drugs outweigh the risks, given that there was at all material times a significantly safer alternative which Gilead and Gilead Canada elected not to commercially develop. Despite knowing that TAF would reduce reasonably foreseeable harm to patients' kidneys and bones, Gilead and Gilead Canada repeatedly incorporated the TDF design into its antiretroviral medications and denied patients the opportunity to take a more effective and safer TAF-based medication, all to maximize their financial gain.

39. Gilead and Gilead Canada failed to use the requisite amount of care in designing, developing, and seeking regulatory approval of their TDF-based medications that a reasonably careful pharmaceutical manufacturer would have used to avoid exposing patients to foreseeable risks of harm when considering, among other things, their knowledge that TAF was safer and more effective than TDF, as well as the gravity of harm resulting from withholding TAF from the market.

40. Gilead's and Gilead Canada's conduct in negligently designing and seeking regulatory approval of the TDF Drugs has resulted in foreseeable, real and substantial danger to the health and safety of the class members and created a substantial likelihood of harm to the class members. The plaintiffs and class members suffered loss and damages because of Gilead and Gilead Canada's negligence in designing, developing, and seeking regulatory approval of the TDF Drugs in Canada.

Negligent Distributing, Marketing, and Sale

41. Gilead and Gilead Canada were negligent in their distribution, marketing, and sale of the TDF Drugs.

42. Gilead and Gilead Canada breached their duty of care to the plaintiffs and other class members by negligently distributing, marketing, and selling the TDF Drugs, including (without limitation), by:

(a) electing to distribute, market, and sell the TDF Drugs while at all material times knowing of the safer TAF alternative;

(b) failing to inform individuals and health care providers that a safer alternative existed;

(c) failing to refrain from selling an unreasonably dangerous product.

43. Gilead knew or should have known before marketing its first TDF-based medications, and upon the commercial release of every TDF-based medication in Canada, that TAF is safer than TDF. Gilead Canada also obtained this knowledge after its incorporation. Yet, Gilead and Gilead Canada proceeded to distribute, market, and sell the TDF Drugs in Canada while withholding a clear safer alternative – all to maximize profits. Gilead and Gilead Canada knew that the plaintiffs and Class Members would suffer substantial injuries. They knew injuries could have been avoided by, among other things, offering TAF medications for sale in Canada.

44. Gilead and Gilead Canada's conduct in distributing, marketing, and selling the TDF Drugs while at all material times knowing of the safer TAF alternatives resulted in foreseeable, real and substantial danger to the health and safety of the Class Members. The plaintiffs and the other class members suffered loss and damage because of Gilead and Gilead Canada's negligent marketing, distribution, and sale of the TDF Drugs.

Causation and Damages

45. As a result of the Gilead and Gilead Canada's negligence the plaintiffs and class members have suffered and will continue to suffer loss and damage. Such loss and damage was foreseeable by Gilead and Gilead Canada as they knew and warned of the serious side effects of TDF. Particulars of the loss and damage suffered by the plaintiffs and class members which were caused or materially contributed to by the above stated acts of the Defendants include:

a. personal injury;

b. special damages for medical expenses and out of pocket expenses;

c. loss of both past and prospective income; and

d. cost of future care.

Punitive Damages

46. The conduct of Gilead and Gilead Canada warrants a claim for punitive damages. They have conducted themselves in a high-handed, wanton, and reckless manner, and without regard to public safety. Particularly egregious is Gilead and Gilead Canada's decision to develop, promote, market, and sell the more harmful TDF Drugs when they were aware of the safer TAF alternative for the sole purpose of maximizing profits.

47. This case raises issues of general deterrence. A punitive damage award in this case is necessary to express society's condemnation of such conduct, to advance public safety and to achieve the goal of both specific and general deterrence.

Québec Class Claims

48. The plaintiffs plead and rely on the *Civil Code of Québec*, C.Q.L.R. c.C-1991 in support of the claims raised in these pleadings for the Class Members residing in Québec.

Family Member Claims

49. The plaintiffs plead and rely on the *Family Compensation Act*, R.S.B.C. 1996. c 126. the *Family Law Act*, R.S.O. 1990, c F 3, the *Fatal Accidents Act*, R.S.A. 2000, c F-8 or equivalent or comparable legislation in other provinces and territories in support of the claims for the Family Members.

Health Care Cost Recovery

50. The plaintiffs and Class Members have a claim for the recovery of health care costs incurred on their behalf by the British Columbia Ministry of Health Services and by other provincial and territorial governments. The plaintiffs plead the *Health Care Cost Recovery Act*, S.B.C. 2008, c. 27 and the comparable legislation from the other provinces and territories.

Limitation Periods

51. The plaintiffs plead and rely on and the *Limitation Act*, S.B.C. 2012, c. 13 and the *Limitation Act*, R.S.B.C. 1996, c. 266.

52. Until just before the filing of this suit, the plaintiffs and Class Members could not reasonably have known that they sustained loss or damage as a consequence of the defendants' actions. Having regard to the nature of their losses or damages, the plaintiffs and Class Members could not reasonably have known that a court proceeding would be an appropriate means to seek to remedy the injuries, losses or damages.

53. The plaintiffs rely on the doctrines of postponement and discoverability to postpone the running of the limitation period.

54. Further, Gilead and Gilead Canada wilfully concealed the fact of their negligence from the plaintiffs and Class Members.

55. Finally, the plaintiffs plead on its behalf and the behalf of class members that limitation periods have been temporarily suspended in the province due to COVID-19 pursuant to Order of the Minister of Public Safety and the Solicitor General, Ministerial Order, dated March 26, 2020, made under the *Emergency Program Act*, R.S.B.C., c.111, s. 10.

Jurisdiction

56. The plaintiffs rely on ss. 13, 7 and 10 of the *Court Jurisdiction and Proceedings Transfer Act*, S.B.C. 2003, c.28 and pleads that there is a real and substantial connection between the subject matter of this action and the Province of British Columbia for the following reasons:

a. Gilead and Gilead Canada marketed and sold the TDF Drugs in British Columbia;

b. the plaintiffs reside in British Columbia; and

c. the plaintiffs' damages were sustained in British Columbia.

ENDORSEMENT ON ORIGINATING PLEADING OR PETITION FOR SERVICE OUTSIDE BRITISH COLUMBIA

The plaintiffs claim the right to serve this pleading on the Defendants outside British Columbia on the grounds that: this action concerns a tort committed in British Columbia and a business carried

on in British Columbia pursuant to section 10(g) and (h) of the *Court Jurisdiction and Proceeding Transfer Act*, S.B.C. 2003, c.28.

Plaintiff's address for service:

Klein Lawyers LLP
1385 W 8th Ave #400
Vancouver, BC V6H 3V9

Place of trial: Vancouver, BC

The address of the registry is:

800 Smithe Street
Vancouver, BC
V6Z 2E1

Date: April 3, 2024

Signature of lawyer for plaintiff
David A. Klein
Nicola Hartigan
~~Aden H. Klein~~
Brent Ryan

Rule 7-1 (1) of the Supreme Court Civil Rules states:

(1) Unless all parties of record consent or the court otherwise orders, each party of record to an action must, within 35 days after the end of the pleading period,

(a) prepare a list of documents in Form 22 that lists

(i) all documents that are or have been in the party's possession or control and that could, if available, be used by any party at trial to prove or disprove a material fact, and

(ii) all other documents to which the party intends to refer at trial, and

(b) serve the list on all parties of record.

Appendix

[*The following information is provided for data collection purposes only and is of no legal effect.*]

Part 1: CONCISE SUMMARY OF NATURE OF CLAIM:

Pharmaceutical class action

Part 2: THIS CLAIM ARISES FROM THE FOLLOWING:

A personal injury arising out of:

[ ] a motor vehicle accident

[ ] medical malpractice

[ ] another cause

A dispute concerning:

[ ] contaminated sites

[ ] construction defects

[ ] real property (real estate)

[ ] personal property

[x] the provision of goods or services or other general commercial matters

[ ] investment losses

[ ] the lending of money

[ ] an employment relationship

[ ] a will or other issues concerning the probate of an estate

[ ] a matter not listed here

Part 3: THIS CLAIM INVOLVES:

[x] a class action

[ ] maritime law

[ ] aboriginal law

[ ] constitutional law

[ ] conflict of laws

[ ] none of the above

[ ] do not know

Part 4:

Class Proceedings Act, R.S.B.C. 1996, c. 50

Court Jurisdiction and Proceedings Transfer Act, S.B.C. 2003, c.28

Court Order Interest Act, R.S.B.C. 1996, c. 79

Limitation Act, SBC 2012, c 13 and its predecessor statutes

Civil Code of Québec, C.Q.L.R. c.C-1991;

Health Care Cost Recovery Act, S.B.C. 2008, c. 27;

Medicare Protection Act, R.S.B.C. 1996, c. 286;

Pharmaceutical Services Act, S.B.C. 2012, c. 22;

Hospital Act, R.S.A. 2000, c. H-12;

Crown's Right of Recovery Act, S.A. 2009, c. C-35;

The Health Administration Act, R.S.S. 1978, c. H-0.0001 (formerly known as the *Department of Health Act*)

Health Services Insurance Act, C.S.S.M., c. H35;

Health Insurance Act, R.S.O. 1990, c. H.6;

Home Care and Community Services Act, 1994, S.O. 1994, c. 26;

Health Services Act, R.S.N.B. 1973, c. H-3;

Medical Services Payment Act, R.S.N.B. 1973, c. M-7;

Hospital Services Act, R.S.N.B. 1973, c. H-9;

Family Services Act, S.N.B. 1980, c. F-2.2;

Hospital and Diagnostic Services Insurance Act, R.S.P.E.I. 1988, c. H-8;

Health Services Payment Act, R.S.P.E.I. 1988, c. H-2;

Health Services and Insurance Act, R.S.N.S. 1989, c. 197;

Hospital Insurance Agreement Act, R.S.N. 1990, c. H-7;

Medical Care and Hospital Insurance Act, S.N.L. 2016, c. M-5.01;

Survival of Actions Act, R.S.A. 2000, c S-27;

The Survival of Actions Act, S.S. 1990, c S-66.1;

Survival of Actions Act, R.S.N.S. 1989, c 453;

Survival of Actions Act, R.S.N.B. 2011, c 227;

Survival of Actions Act, R.S.P.E.I. 1988, c S-11;

Survival of Actions Act, R.S.N.L. 1990, c S-32;

Survival of Actions Act, R.S.Y. 2002, c 212

Family Compensation Act, R.S.B.C. 1996, c 126;

Fatal Accidents Act, R.S.Y. 2002, c 86;

Fatal Accidents Act, R.S.A. 2000, c F-8;

The Fatal Accidents Act, R.S.S. 1978, c F-11;

Fatal Accidents Act, S.Nu. 20 10, c 14;

The Fatal Accidents Act, C.C.S.M. c FS0;

Family Law Act, R.S.O. 1990, c F 3;

Fatal Accidents Act, R.S.N.L. 1990, c F-6;

Fatal Accidents Act, R.S.N.B. 2012, c 104;

Fatal Injuries Act, R.S.N.S. 1989, c 163;*Fatal Accidents Act*, R.S.P.E.I. 1988, c F-5; and

Fatal Accidents Act, R.S.N.W.T. 1988, c. F-3.