

April 7, 2016

[Endorsement attached to Motion Record]

Brown et al v Janssen Inc. et al

- *Mr. McKee and Ms. Lam* for the Defendants/Moving Parties
- *Mr. McPhadden and Mr. Erez* for the Plaintiffs/Responding Parties

The defendants' motion to strike all references to "generic risperidone" in the Amended Fresh as Amended Statement of Claim is granted. The plaintiffs' claims relating to the generic version of the drug in question have no reasonable chance of success.

In my view, this court's decision in *Goodridge v Pfizer* is directly on point and was correctly decided. I agree with Perell J.'s reasons and his conclusion that the innovator drug manufacturer has no duty of care to the consumers of the generic version manufactured and sold by the generic competitors. Indeed, no Canadian court has ever held that a brand name drug manufacturer owes a duty of care to users of the generic version manufactured by a competitor. I can usefully add nothing further to the reasoning in *Goodridge v Pfizer*.

The motion to strike, without leave to amend, is granted. Order to go as per paras. (a)(i) and (ii) in the defendants' Notice of Motion.

Costs: The parties have agreed that the costs award should be \$10,000 all-inclusive. Costs are therefore fixed at \$10,000 payable forthwith by the plaintiffs to the defendants.



Justice Edward P. Belobaba