

Court File No.: CV-21-00657656-00CL

**ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST**

BETWEEN:

THE TORONTO DOMINION BANK

Applicant

- and -

BRAD DUBY PROFESSIONAL CORPORATION

Respondent

APPLICATION UNDER SUBSECTION 243(1) OF THE BANKRUPTCY AND
INSOLVENCY ACT, R.S.C. 1985, C. B-3, AS AMENDED, AND SECTION 101 OF THE
COURTS OF JUSTICE ACT, R.S.O. 1990 C. C.43, AS AMENDED

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(Returnable: October 13, 2022)

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**ONTARIO
SUPERIOR COURT OF JUSTICE
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BETWEEN:

THE TORONTO DOMINION BANK

Applicant

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BRAD DUBY PROFESSIONAL CORPORATION

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APPLICATION UNDER SUBSECTION 243(1) OF THE BANKRUPTCY AND
INSOLVENCY ACT, R.S.C. 1985, C. B-3, AS AMENDED, AND SECTION 101 OF THE
COURTS OF JUSTICE ACT, R.S.O. 1990 C. C.43, AS AMENDED

I N D E X

| | <u>TAB</u> |
|--|-------------------|
| Affidavit of Savannah V. Chorney | 1 |
| Exhibit "A" Motor Vehicle Accident Report, dated June 5, 2016 | A |
| Exhibit "B" Disbursement Account (Maria Masilamany) | B |
| Exhibit "C" Notice of Claim and LSO Fund Application | C |
| Exhibit "D" Motor Vehicle Collision Report, dated September 9, 2017 | D |
| Exhibit "E" Accident Benefits Retainer Agreement, dated September 18, 2017 | E |
| Exhibit "F" Tort Retainer Agreement (Undated) | F |
| Exhibit "G" Statement of Claim, issued October 21, 2020 | G |
| Exhibit "H" Statement of Claim, issued July 15, 2021 | H |
| Exhibit "I" Motor Vehicle Accident Report, dated October 3, 2017 | I |
| Exhibit "J" Accident Benefits Retainer Agreement | J |
| Exhibit "K" Disbursement Account (R. Sriskandaraya) | K |

| | | |
|-------------|---|---|
| Exhibit "L" | Letter from Mr. DUBY to R. Sriskandaraya, dated July 18, 2019 | L |
| Exhibit "M" | Statement of Claim, issued August 24, 2020 | M |
| Exhibit "N" | Statement of Claim, issued September 25, 2020 | N |
| Exhibit "O" | AABS Application, dated December 9, 2019 | O |
| Exhibit "P" | Notice of Withdrawal, dated May 26, 2020 | P |
| Exhibit "Q" | Email Exchange dated September 1, 2020 | Q |
| Exhibit "R" | Self Reporting Collision Report, dated October 22, 2016 | R |
| Exhibit "S" | Statement of Claim, issued October 22, 2019 | S |
| Exhibit "T" | Motor Vehicle Accident Report, dated March 7, 2018 | T |
| Exhibit "U" | Tort Retainer Agreement | U |
| Exhibit "V" | Disbursement Account (Antonis Sabaratnam) | V |
| Exhibit "W" | Motor Vehicle Accident Report, dated May 14, 2017 | W |
| Exhibit "X" | Transfer Account (Peterpole Rajakone) | X |

TAB #1

**ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST**

BETWEEN:

THE TORONTO DOMINION BANK

Applicant

- and -

BRAD DUBY PROFESSIONAL CORPORATION

Respondent

APPLICATION UNDER SUBSECTION 243(1) OF THE BANKRUPTCY AND
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AFFIDAVIT OF SAVANNAH V. CHORNEY

I, SAVANNAH V. CHORNEY, of the City of Vaughan, in the Province of Ontario, **MAKE
OATH AND SAY AS FOLLOWS:**

1. I am a lawyer with the law firm Chorney Sidhu Injury Lawyers, lawyers for former clients of the Respondent Brad Duby Professional Corporation, and as such have knowledge of the matters to which I hereinafter depose, unless such matters are stated to be based on information and belief, in which case I have indicated the source of my information and I verily believe such matters to be true.

BACKGROUND

2. I have been retained by a number of former clients of Brad Duby Professional Corporation (hereinafter "former clients"), both before and after Mr. Duby's death on January 28, 2021.

3. I was initially retained by the former clients at my previous firm, Sokoloff Lawyers. I maintained carriage of the former client files at Sokoloff Lawyers until my departure on October 11, 2021 to start my current firm, Chorney Sidhu Injury Lawyers. I have since continued to represent the former clients, who chose to retain my new firm.

FORMER CLIENTS

Rose Maria Masilamany

4. Ms. Masilamany was involved in a motor vehicle accident on June 5, 2016. Attached as **Exhibit "A"** to my Affidavit is a true copy of the Motor Vehicle Accident Report.
5. Ms. Masilamany retained Sokoloff Lawyers on June 19, 2020. She subsequently retained my current firm.
6. My firm received a disbursement account from the Respondent on or about September 4, 2020, in the amount of \$1,116.86. Attached as **Exhibit "B"** to my Affidavit is a true copy of the Disbursement Account.
7. My firm has not received a transfer account with respect to fees from the Respondent.
8. My firm received a copy of the Respondent's file on or about March 29, 2021. No Retainer Agreement was contained in the file materials received by my firm.
9. Ms. Masilamany has commenced an LSO Fund claim with respect to her tort claim due to alleged fraud on the part of her former counsel. Attached as **Exhibit "C"** to my Affidavit are true copies of the Notice of Claim and Application to the LSO Fund.

Deep Singh

10. Mr. Singh was involved in a motor vehicle accident on September 9, 2017. Attached as **Exhibit "D"** to my Affidavit is a true copy of the Motor Vehicle Collision report.
11. Mr. Singh retained the deceased Mr. Duby through his former firm, Hanson Duby Lawyers, on his behalf and on behalf of his minor son, Sanjesh Singh, on September 19, 2017.
12. The Duby Accident Benefits Retainer Agreement provided that, should Mr. Singh retain new counsel, how new counsel would honour the fee account for work performed to the time of termination of the retainer, at the hourly rates set out in Tariff A for solicitors fees under Rule 58.05 of the *Rules of Civil Procedure*. Attached as **Exhibit "E"** to my Affidavit is a true copy of the Accident Benefits Retainer Agreement executed by Mr. Singh.
13. The Duby Tort Retainer Agreement provided that if Mr. Singh chose to terminate the agreement, he agreed to pay the reasonable charges for the work accomplished to the date the retainer was terminated. The reasonable charges were stated to include, among other factors, the time and effort expended and the usual hourly rates of the firm as set out in the retainer agreement. Attached as **Exhibit "F"** to my Affidavit is a true copy of the Duby Tort Retainer Agreement.
14. Mr. Singh retained Sokoloff Lawyers on February 17, 2021. He has subsequently retained my current firm.
15. In or about June 2021, upon receipt of the Respondent's file from the LSO, our firm discovered that the Statement of Claim was issued on October 21, 2020, over one year after the two-year, statutory limitation period had expired. We further discovered that the

Statement of Claim had not been served. Attached as **Exhibit "G"** to my Affidavit is a true copy of the Statement of Claim.

16. A Statement of Claim was issued on July 15, 2021 as against the Respondent, the deceased Mr. Duby and his former firm and partner Dana Hanson for professional negligence as a result of the missed limitation period in Mr. Singh's tort action. Attached as **Exhibit "H"** to my Affidavit is a true copy of the Statement of Claim.

17. No transfer account has been provided by the Respondent with respect to fees or disbursements.

Sanjesh Singh

18. Sanjesh Singh is the son of Deep Singh, and he was a passenger in the vehicle driven by his father when the motor vehicle accident occurred on September 9, 2017.

19. At the time of the accident, Sanjesh was a minor and his father retained the Respondent on his behalf through his former firm, Hanson Duby. The Duby tort and accident benefits retainers are attached, above, as Exhibits "E" and "F" to my Affidavit.

20. Sanjesh reached the age of majority on March 20, 2019. He retained Sokoloff Lawyers to assume carriage of his claims on February 17, 2021. He has since retained my current firm.

21. No transfer account has been provided by the Respondent with respect to fees or disbursements.

Rakuparan Sriskandaraya

22. Mr. Sriskandaraya was involved in a motor vehicle accident that occurred on October 3, 2017. Attached as **Exhibit "I"** to my Affidavit is a true copy of the Motor Vehicle Accident Report, dated October 3, 2017.
23. Mr. Sriskandaraya initially retained the Respondent on October 26, 2017, to pursue his claims arising from the collision. Attached as **Exhibit "J"** to my Affidavit is a true copy of the Retainer Agreement for Accident Benefits.
24. Mr. Sriskandaraya retained Sokoloff Lawyers on August 13, 2020, and subsequently retained my current firm.
25. My firm received a copy of the Respondent's file on or about August 25, 2020. The file as produced does not contain a Retainer Agreement.
26. My firm received a disbursement account from the Respondent on or about August 18, 2020. Attached as **Exhibit "K"** to my Affidavit is a true copy of the disbursement account.
27. My firm did not receive a transfer account from the Respondent with respect to fees.
28. The Respondent did not issue a tort claim on behalf of Mr. Sriskandaraya. The Respondent claims to have sent a termination of retainer letter to Mr. Sriskandaraya via email on June 18, 2019. Attached as **Exhibit "L"** to my Affidavit is a true copy of the said letter as contained in the Respondent's file.
29. My firm issued a tort claim on behalf of Mr. Sriskandaraya on August 24, 2020. Attached as **Exhibit "M"** to my Affidavit is a true copy of the Statement of Claim.

30. My firm subsequently issued a Statement of Claim on September 25, 2020 claiming damages arising from professional negligence against Mr. Duby, his former firm, the Respondent Professional Corporation and Mr. Duby's former partner. The nature of the Respondent's retainer, whether any alleged notice of termination of the retainer came to Mr. Sriskandaraya's attention, and the adequacy of any notice of termination of the tort retainer are all issues to be determined in the professional negligence action. Attached as **Exhibit "N"** to my Affidavit is a true copy of the Statement of Claim.
31. An AABS Application was issued by the Respondent on or about December 9, 2019. Attached as **Exhibit "O"** to my Affidavit is a true copy of the AABS Application.
32. The AABS Application was withdrawn on May 26, 2020. The issues in dispute had not been resolved. Attached as **Exhibit "P"** to my Affidavit is a true copy of the Notice of Withdrawal.
33. By email dated September 1, 2020, Mr. Duby confirmed that no issues were resolved prior to the withdrawal of the AABS Application. Mr. Duby advised that the AABS Application was withdrawn because Mr. Sriskandaraya failed to respond to his office, and as a result he did not have instructions to proceed. Attached as **Exhibit "Q"** to my Affidavit is a true copy of the email exchange, dated September 1, 2020.
34. The withdrawn AABS Application protected limitation periods with respect to Income Replacement Benefits and three Treatment and Assessment Plans totalling \$7,339.22. As a result of the withdrawal, Mr. Sriskandaraya's ability to dispute those denials is compromised.

Neelamani Walgampaha

35. Ms. Walgampaha was involved in a motor vehicle accident on October 22, 2016. Attached as **Exhibit "R"** to my Affidavit is a true copy of the Self Reporting Collision Report.
36. Ms. Walgampaha retained Sokoloff Lawyers to assume carriage of her claim from the Respondent on July 8, 2019. Ms. Walgampaha subsequently retained my current firm.
37. My firm has not received a transfer account or a copy of the Respondent's file.
38. My firm has not been provided with a copy of the Respondent's Retainer Agreement.
39. Mr. Duby did not commence a tort action on behalf of Ms. Walgampaha.
40. My firm issued a Statement of Claim on October 22, 2019 against the owners and operators of the motor vehicles involved in the collision, as well as Mr. Duby and his firm for professional negligence. Attached hereto and marked as **Exhibit "S"** to my Affidavit is a true copy of the Statement of Claim.

Antonis Sabaratnam

41. Mr. Sabaratnam was involved in two motor vehicle accidents, on August 15, 2015 and March 7, 2018. Attached as **Exhibit "T"** is a true copy of the Motor Vehicle Accident Report, dated March 7, 2018.
42. Mr. Sabaratnam retained the Respondent with respect to his March 7, 2018 accident on March 22, 2018. Attached as **Exhibit "U"** to my Affidavit is a true copy of the tort Retainer Agreement.

43. Sokoloff Lawyers was retained by Mr. Sabaratnam to assume carriage of these matters on or about August 24, 2020. Mr. Sabaratnam subsequently retained my current firm.
44. My firm has not received a copy of the Retainer Agreements with respect to the August 15, 2015 or March 7, 2018 accident benefits claims from the Respondent.
45. On or about August 24, 2020, my firm received a disbursement account with respect to both motor vehicle accidents, in the amount of \$1,646.81. Attached as **Exhibit "V"** to my Affidavit is a true copy of the disbursement account.
46. My firm has not received a transfer account with respect to fees with respect to Mr. Sabaratnam's file.

Peterpole Conjalal Rajakone

47. Mr. Rajakone was involved in a motor vehicle accident on May 14, 2017. Attached as **Exhibit "W"** to my Affidavit is a true copy of the Motor Vehicle Accident Report.
48. Mr. Rajakone retained Sokoloff Lawyers on June 21, 2019. Mr. Rajakone subsequently retained my current firm.
49. My firm received a transfer account with respect to disbursements and fees in the amount of \$6,148.64 from the Respondent on or about August 29, 2019. Attached as **Exhibit "X"** to my Affidavit is a true copy of the transfer account.
50. My firm has not received a copy of the Respondent's Retainer Agreement.

This is Exhibit A referred to in the
Affidavit of Savannah Chorney sworn
before me, this 15 day of September, 2022

A handwritten signature in blue ink, consisting of a large, stylized initial 'S' followed by a long, horizontal, wavy line.

A Commissioner for Taking Affidavits

Ver 1

Use Template Ver. 1 With this report



Motor Vehicle Collision Report

Ver 1

Self Reported

Report Type: Original Amended Failed To Report

Collision Number: PRP160214247 | Page: 1 of 2

Collision Date: 2016/06/05 | Day of the Week: Sun | Time: 20:20

Time Officer Arrived or Police Service Requested to: 2016/06/05 22:00 | Emergency Equipment in Attendance: 02 - Ambulance | Service Performance: TRANSPORT D2 TO EGH | Prod. Ident. No. (P.I.N.): Cangeritas Goods Involvement

Name of Investigating Officer: TISDELLE, RONALD | Badge No.: 3915 | Div./Stat./Occ.: 21 | Unit: | Dist.: B

Name of Submitting Police Service: PRPS | Distance: | Unit: | Dist.: B

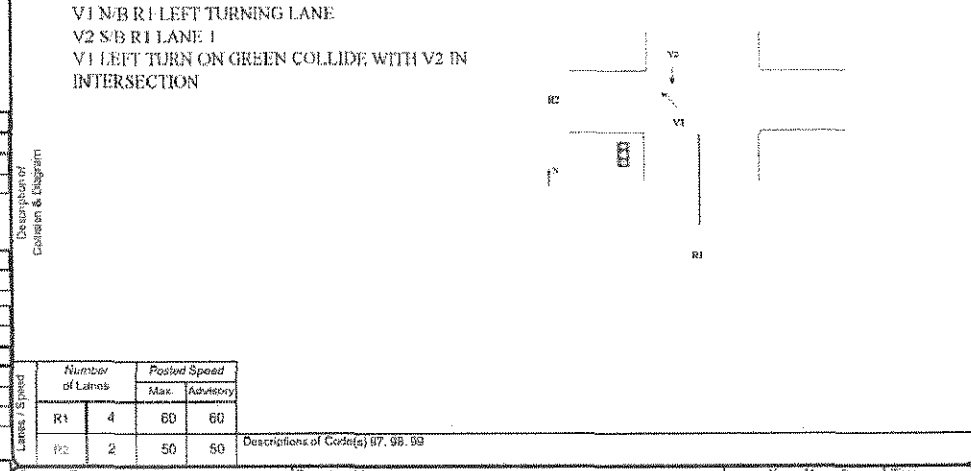
Location: Trafficway: GOREWAY DRIVE | M District: | Keypoint/Crosscode: | Offset: | Reference Point: BRANDON GATE DRIVE | Municipality: MISSISSAUGA | County, District, Reg. Municipality: PEEL

Driver 1: MASILAMANY, PRIYANTHI | Address: 7727 KITTRIDGE DR | Mississauga, ON, CA | License No: M07430340956024 | Class: G1 | Cond: *N | Gender: F | 1985/10/24 | Driver License to Drive Class of Vehicle: Driver Admin. N

Driver 2: MANGILA, AMORLINA, SAYSON | Address: 213-7340 GOREWAY DRIVE | Mississauga, ON, CA | License No: M04230338685909 | Class: G | Cond: *N | Gender: F | 1969/09/09 | Driver License to Drive Class of Vehicle: Driver Admin. N

Vehicle 1: Make: CHEV | Year: 2015 | Model: ML1 | Color: BLK | Body Style: 4D | Air: Y | Plate No.: BXZM355 | Prov.: ON | Occupants in Vehicle: 5 | Owner (Last Name First): MASILAMANY, ROSHANTHI | Address: 19-723 CHURCH ST | St. Catharines, ON, CA | Insurance Company: INTACT | Policy No.: 7M7553454 | GVWR NO.: | Lic. Class Required: G | Loaded/Unloaded: Loaded Unloaded | Approx. Speed: 15 km/hr

Vehicle 2: Make: DODG | Year: 2004 | Model: CSX | Color: RED | Body Style: 4D | Air: Y | Plate No.: BTYS395 | Prov.: ON | Occupants in Vehicle: 5 | Owner (Last Name First): MANGILA, AMORLINA, S | Address: 213-7340 GOREWAY DRIVE | Mississauga, ON, CA | Insurance Company: INTACT | Policy No.: 7M7553300 | GVWR NO.: | Lic. Class Required: G | Loaded/Unloaded: Loaded Unloaded | Approx. Speed: 80 km/hr



Number of Lanes / Posted Speed table:

| | Number of Lanes | Posted Speed | Max. | Advisory |
|----|-----------------|--------------|------|----------|
| R1 | 4 | 60 | 60 | |
| P2 | 2 | 50 | 50 | |

Descriptions of Code(s) 07, 98, 99

Persons Involved:

| No. | Involved Persons - Injured Taken To / By | Independent Witnesses - Name |
|-----|--|------------------------------|
| 1 | MASILAMANY, ROSHANTHI | |
| 2 | MASILAMANY, MARIA ROSA | |
| 3 | SAYSON, MAE | |
| 4 | FERNANDEZ, KATHLEEN | |
| 5 | LAPLANA, ANGELINA | |

Signature of Investigating Officer: [Signature] | Report Completed on: 2016/06/05 | Signature of Supervisor: [Signature] | Badge No.: 2047 | Date: 2016/09/07

Ver 1

Use Template
Ver. 1 with
this report



Motor Vehicle
Collision

Ver 1

| | | | | | |
|------------------|--------------|----|----|-----------------|--------|
| Collision Number | PRP160244247 | | | Page | 2 of 2 |
| Collision Date | Y | M | D | Day of the Week | Time |
| | 2016 | 06 | 05 | Sun | 20:20 |

Involved Persons (Continued):

Legend:

PA - Pedestrian Action

PC - Pedestrian Condition

IP No. Veh. No. Plat. No.

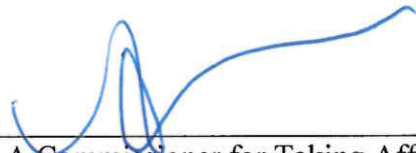
| IP No. | Veh. No. | Plat. No. | 72 | 73 | 74 | 75 | 76 | 77 | 78 | PA | PC |
|--------|----------|----------------|----|----|----|----|----|----|----|----|----|
| 8 | 2 | LAPLANA, ALLEN | 13 | M | 06 | | | 03 | 01 | 01 | |

| Veh No. | Damage Estimate | Description of Damage to Vehicle or Additional Remarks for Investigator |
|---------|-----------------|---|
| 1 | 2000 | FRONT LEFT CORNER BUMPER AND WHEEL WELL |
| 2 | 10 | WHOLE LEFT SIDE DOORS, FENDERS, HOOD, WHEEL WELLS |

| Geographic Latitude | Geographic Longitude | Z Co-Ordinate |
|---------------------|----------------------|---------------|
| 43.7246278 | -79.8478172 | 0.0 |

Personal information on this form is collected under the authority of s. 205 of the Ontario Highway Traffic Act and is used to maintain a record of motor vehicle accidents in Ontario. If you have any questions about the collection and use of your personal information collected on this form, please call the Supervisor, ServiceOntario at 416 235-2999 or 1 800 387-3445 or write to the Supervisor Ministry of Transportation, Licensing Administration and Support Office, Main Floor, Building A, 1201 Wilson Ave., Downsview, Ontario, M3M 1J8. Direct general inquiries to ServiceOntario at 416 235-2999 or 1 800 387-3445 or visit www.serviceontario.ca

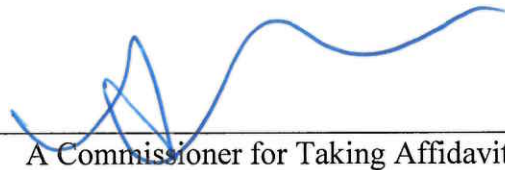
This is Exhibit B referred to in the
Affidavit of Savannah Chorney sworn
before me, this 5 day of September, 2022

A handwritten signature in blue ink, consisting of a series of loops and a long horizontal stroke extending to the right.

A Commissioner for Taking Affidavits

| 16-238 MASILAMANY, Maria Rosa (DOL: June 5, 2016) | | | | |
|--|--|---------------|------------------|------------------|
| Date | Type | Amount | HST (13%) | TOTAL |
| June 11, 2016 | Administration Fees | \$100 | N/A | \$100 |
| June 24, 2016 | Clinical Notes & Records: Dr. S. Jeevanandam | \$30 | N/A | \$30 |
| June 25, 2016 | Medical Notes: OHIP Decoded Summary | \$74 | N/A | \$74 |
| Sept 19, 2016 | Peel Regional Police: MVAR | \$40 | N/A | \$40 |
| Mar 1, 2017 | Clinical Notes & Records: Dr. Kumar | \$150 | N/A | \$150 |
| Oct 2, 2017 | ISBC: Driver Record Abstract | \$32.45 | \$4.22 | \$36.67 |
| Feb 14, 2018 | Process Server Omega: Filing Statement of Claim | \$30 | \$3.90 | \$33.90 |
| Feb 15, 2018 | Minister of Finance: Statement of Claim | \$220 | N/A | \$220 |
| Feb 15, 2018 | LSO (Transaction Levy) | \$50 | N/A | \$50 |
| Mar 20, 2018 | Clinical Notes and Records: Healthline Medical Centre | \$150 | N/A | \$150 |
| Apr 13, 2018 | Process Server Omega: Service of Statement of Claim | \$128 | \$16.64 | \$144.64 |
| June 13, 2018 | Clinical Notes and Records: William Osler Health System | \$53.25 | N/A | \$53.25 |
| Aug 20, 2018 | Process Server Omega: Notice of Change of Lawyer | \$30.50 | \$3.90 | \$34.40 |
| | | | | |
| | TOTAL: | \$1088.20 | \$28.66 | \$1116.86 |

This is Exhibit C referred to in the
Affidavit of Savannah Chorney sworn
before me, this 17 day of September, 2022

A handwritten signature in blue ink, consisting of several loops and a long horizontal stroke, positioned above a horizontal line.

A Commissioner for Taking Affidavits



Savannah V. Chorney J.D. LL.B
email: savannah@sokoloff.ca

2 Automatic Road, Unit 105
Brampton, ON L6S 6K8
Tel: 416.966.4878 (**HURT**)
Fax: 416.966.8865
Toll free: 1.866.912.4878

**Chorney Legal Professional Corporation*
www.sokoloff.ca

June 1, 2021

Via Email

Law Society of Ontario
130 Queen Street West,
Toronto, ON M5H 2N5

Attn: Compensation Fund Department

Dear Sir/Madam,

Re: Masilamany v. Intact Insurance
Date of Loss: June 5, 2016
Our File No: B18078-001

Our client, Ms. Maria Rosa Masilamany, hereby gives notice of a claim for compensation from the Compensation Fund for fraud committed by her former counsel, Mr. Bradley Robert Alfred Duby of Duby & Associates.

Unfortunately, Mr. Duby passed way in January 2021. The Law Society of Ontario has been appointed a trustee of Mr. Duby's professional practice and is in possession of his client files. We have been advised there is no estate trustee.

My office made enquiries to Mr. Duby prior to his passing, but we never received Ms. Masilamany's file nor much information from Mr. Duby's office. Subsequent to his passing, we have made a request to obtain Ms. Masilamany's files from Mr. Duby's practice trustee, the Law Society of Ontario. Currently we are in the process of obtaining the complete files.

BACKGROUND

Ms. Masilamany previously retained Mr. Duby with respect to two separate files.

The client had a file arising from an accident in 2015, where Mr. Duby represented her with respect to an Accident Benefits claim before the License Appeal Tribunal, and also in a third-party civil litigation Tort claim.

Subsequently, in 2016, Ms. Masilamany retained Mr. Duby with respect to a second accident she was involved in at that time. Again, Mr. Duby represented the client with respect to an Accident

Benefits claim before the License Appeal Tribunal, and also in a third-party civil litigation Tort claim.

CURRENT ISSUES

Unauthorized Settlement of the 2016 third-party Tort claim

Ms. Masilamany never gave instructions to Mr. DUBY to settle her third-party Tort claim arising from the 2016 accident. Nevertheless, Intact Insurance Company, the third-party's insurer, has provided us with a copy of a Full and Final Release, dated November 14, 2019, which directly relates to a settlement of Ms. Masilamany's 2016 accident Tort claim. Despite Ms. Masilamany's purported signature appearing on the document, Ms. Masilamany never signed the Full and Final Release document, it is not her signature.

A copy of a cheque, issued on November 20, 2019, by Intact Insurance Company to Brad DUBY Professional Corporation "In Trust", in the amount of \$26,500, was provided to my office by Mr. DUBY's trustee, the Law Society of Ontario. This cheque is in the same amount of funds as specified in the Full and Final Release, dated November 14, 2019. We made further inquiries with Intact Insurance Company, who confirmed that the cheque was cashed on November 21, 2019. Further to not having provided settlement authorization, Ms. Masilamany also never received said settlement funds from DUBY & Associates.

The LSO trustee has advised that no funds are being held in trust by Mr. DUBY's firm. We hereby give you notice of an unauthorized settlement by Mr. Bradley Robert Alfred DUBY relating to Ms. Masilamany's 2016 third-party Tort claim. Please note that Ms. Masilamany's claim for Accident Benefits arising from the same 2016 accident remains open.

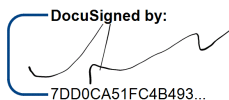
Kindly advise of the appropriate next steps as it appears Ms. Masilamany has unfortunately suffered a significant loss due to fraud committed by her former counsel, Mr. Bradley Robert Alfred DUBY, of DUBY & Associates.

Please do not hesitate to contact me if you have any questions.

Yours very truly,

SOKOLOFF LAWYERS

PER:

DocuSigned by:

7DD0CA51FC4B493...

Savannah Chorney J.D. LL.B.

SC/shm

**APPLICATION FOR A GRANT FROM THE
COMPENSATION FUND**

1. Applicant's Details

Surname: Mr/Mrs/Miss/Ms: Masilamany
First Name(s): Maria Rose
Date of Birth: November 30, 1956
Address(es): 7727 Kittridge Drive, Mississauga, ON, L4T 3L9

Daytime telephone number: 647-719-3470
E-mail: mroshanthi@yahoo.com

2nd Applicant (if appropriate)

Surname: Mr/Mrs/Miss/Ms: _____
First Name(s): _____
Date of Birth: _____
Address(es): _____

Daytime telephone number: _____
E-mail: _____

2. Defaulting Lawyer/Paralegal Details

Name of Lawyer/Paralegal in respect of
Whom this application is made: Bradley Robert Alfred Duby
Name of defaulting Lawyer's/Paralegal's Firm: Hanson Duby Lawyers
Address : 2 Clinton Place, Toronto, ON M6G 1J9

3. Value of Application

Amount of grant applied for: \$ 500,000.00
In words five hundred thousand dollars

4. Discovery of Loss

Please supply date, or approximate date, upon which the loss, or the possibility of loss, first came to the applicant's knowledge: 26 / 04 / 2021
 Day Month Year

Please provide details of the circumstances under which the loss was discovered:

On June 19, 2020, I retained Sokoloff Lawyers to take over my Accident Benefits and Tort claims with respect to the motor vehicle collision that I was involved in on June 5, 2016. I authorized Sokoloff Lawyers to retrieve my file from Hanson Duby Lawyers.

On April 26, 2021, I received a letter from Sokoloff Lawyers which advised that Mr. Duby may have been involved in fraudulent activity, he may have settled my Tort claim without instructions, and he may have forged the Release and kept the settlement funds.

5. First Written Notice to the Law Society of Ontario

Have you provided written notice of your loss to any other department of the Law Society of Ontario?

Yes

No

If yes, please enclose with your application a copy of that notice.

6. Other Avenue of Recovery

Please give evidence of any steps taken to recover the monies from any other source.

The Law Society of Ontario was appointed trustee of Mr. Duby's professional business.

On April 13, 2021, Sokoloff Lawyers advised the LSO by email that I did not receive the settlement funds for my Tort claim settlement.

On April 13, 2021, the LSO responded by email and advised that the LSO did not recover trust funds related to Mr. Duby's practice. The LSO further advised that I should contact the Law Society Compensation Fund.

attach separate sheet if necessary

7. Documentation in Support of Claim

The following documents should be provided in support of the claim;

- i. cheque, receipt or other document that proves the funds were advanced
- ii. reporting letters from the Lawyer/Paralegal pertaining to the matter
- iii. if applicable, a statement of all monies received on account of the mortgage as principal and interest indicating whether the applicant has reported the interest received and has paid tax thereon
- iv. if applicable, copy of the mortgage

Please list below any further documents submitted in support of the application:

- Email exchanges with Mr. Duby and with Sokoloff Lawyers pertaining to the matter

- Release form fraudulently signed on November 14, 2019

8. Statement

Please provide a complete explanation of the circumstances surrounding your claim, including how and when the money or property you lost came into the possession of the Lawyer/Paralegal. Please give details of the transaction or investment you made through the Lawyer/Paralegal. Please refer to documentation where appropriate in the statement.

I was involved in a motor vehicle accident on June 5, 2016. I retained Hanson Duby Lawyers to represent me. On June 19, 2020, I retained Sokoloff Lawyers to take over my Accident Benefits and Tort claims. They were advised by Hanson Duby Lawyers that my tort claim was already settled.

On December 16, 2020, I emailed Mr. Duby to clear this up. In my email, I stated that I had previously given instructions NOT to settle my Tort claim. Mr. Duby advised that he would look into it, but I never heard back from him.

On January 18, 2021, Ms. MacLeod from Sokoloff Lawyers emailed Mr. Duby to ask for a copy of the executed full and final release for the tort settlement.

8.Statement Continued...

On January 28, 2021, Ms. Chorney from Sokoloff Lawyers sent a follow-up email to Mr. Duby. Ms. Chorney advised that she was extremely troubled about my case and required a response. Ms. Chorney asked whether Mr. Duby had notified Law Pro about what appeared to be serious issues of solicitor's negligence concerning my file. Ms. Chorney reiterated that I did not provide instructions to settle my tort claim. Ms. Chorney advised that time is of the essence, and asked for a response on an expedited basis.

That same day, on January 28, 2021, Mr. Duby passed away.

The LSO was subsequently appointed trustee of Mr. Duby's professional business by Order of the Superior Court of Justice dated February 25, 2021.

In March of 2021, Sokoloff Lawyers received a copy of the executed full and final release from Intact's Bodily Injury department. Sokoloff Lawyers forwarded a copy to me to review.

On March 11, 2021, I advised Sokoloff Lawyers that I do not recall signing this Release. I advised that the only Release I ever signed with Mr. Duby was an Accident Benefits Release with respect to a separate 2015 MVA claim.

On March 29, 2021, Ms. Owusu from the LSO advised Ms. Niklin from Sokoloff Lawyers that the LSO took possession of Mr. Duby's files. The LSO provided my file to Sokoloff Lawyers on this date.

On April 13, 2021, Ms. Niklin advised Ms. Owusu that there was a settlement cheque contained in the file with respect to my Tort claim, made payable to Brad Duby PC in Trust, dated November 20, 2019. Ms. Niklin advised that this cheque had been cashed, but I never received the settlement funds, and there was no copy of an account relating to this settlement in the file.

On April 13, 2021, Ms. Hoang from the LSO advised Ms. Niklin that the Law Society did not recover trust funds related to Mr. Duby's practice. Ms. Hoang advised that I should contact the LSO Compensation Fund.

On April 13, 2021, I again confirmed with Sokoloff Lawyers that the signature and initials on the Release were not mine.

On April 26, 2021, I received a letter from Sokoloff Lawyers which advised that Mr. Duby may have been involved in fraudulent activity, he may have settled my Tort claim without instructions, and he may have forged the Release and kept the settlement funds.

I asked Sokoloff Lawyers to give notice of a claim for fraud to the LSO Compensation Fund on my behalf. On June 1, 2021, Sokoloff Lawyers sent a letter to the LSO Compensation Fund department, providing notice of my claim.

My Tort claim was fraudulently settled against my instructions. I never signed a Release. I also never received the settlement money. I only became aware of this fraud after my file was transferred to Sokoloff Lawyers, and they investigated the matter further.

9. Declaration

CANADA) **IN THE MATTER OF Law**
PROVINCE OF ONTARIO) **Society of Ontario and**
) **of the Compensation Fund**



I/We, Maria Rose Masilamany of the (City, Town) of Mississauga in the (County, Regional Municipality) of Peel are the applicants for payment of a grant out of the Compensation Fund in respect of my/our loss of \$ 500,000.00 caused by the alleged dishonesty of Bradley Robert Alfred Duby. (Name of Lawyer/Paralegal). I/We understand that if any grant is made to me/us out of the Compensation Fund, the Law Society will be entitled to take over my/our rights to recover the loss from the lawyer or others who may be responsible and I/we will co-operate with and assist the Society in that regard if requested to do so, until the Society is repaid, in accordance with subsections(7) and (8) of Section 51 of *The Law Society Act*, R.S.O. 1990.

I/WE DO SOLEMNLY DECLARE that the information set out within this application form, and any enclosures, is true to the best of my/our knowledge and belief and I/we acknowledge that I/we am/are under a duty to advise the Law Society of any information or documentation that comes to my/our attention, that might have relevance to this application, including changes to information already supplied, for example money recovered.

I/WE AUTHORIZE the Law Society of Ontario to release and disclose this application as and when required for the purpose of the Law Society's investigation of the claim and the pursuit of any possible recovery.

AND I/WE MAKE THIS SOLEMN DECLARATION, conscientiously believing it to be true, and knowing that it is of the same force and effect as if made under oath, and by virtue of *The Canada Evidence Act*.

DECLARED before me at the (City, Town) of Brampton)
in the (County, Regional Municipality) of Peel)
this _____ day of _____ 20____)
Jun 10, 2022

) 
A Commissioner for taking Affidavits, etc.*) Signature of Applicant*
_____) _____
A Commissioner for taking Affidavits, etc.) Signature of Applicant

(Revised April 2019)

* Sworn and commissioned digitally via videoconference pursuant to the Electronic Commerce Act, 2000, S.O. c. 17, and the Commissioners for Taking Affidavits Act, R.S.O. 1990, Chapter C. 17, and all amendments and Regulations thereto.











LSO Application Form, dated June 2, 2022

Final Audit Report


2022-06-10

| | |
|-----------------|--|
| Created: | 2022-06-02 |
| By: | Adobe Acrobat (kelly@chorneylawyers.com) |
| Status: | Signed |
| Transaction ID: | CBJCHBCAABAAWkSXgUX8jSbFHTfoby2XxkMDF0Z2kNjO |

"LSO Application Form, dated June 2, 2022" History

-  Document created by Adobe Acrobat (kelly@chorneylawyers.com)
2022-06-02 - 4:18:50 PM GMT
-  Document emailed to Maria Rosa Masilamany (mroshanthi@yahoo.com) for signature
2022-06-02 - 4:20:05 PM GMT
-  Email viewed by Maria Rosa Masilamany (mroshanthi@yahoo.com)
2022-06-02 - 5:55:20 PM GMT
-  New document URL requested by Maria Rosa Masilamany (mroshanthi@yahoo.com)
2022-06-10 - 5:26:11 PM GMT
-  Email viewed by Maria Rosa Masilamany (mroshanthi@yahoo.com)
2022-06-10 - 5:26:21 PM GMT
-  Document e-signed by Maria Rosa Masilamany (mroshanthi@yahoo.com)
Signature Date: 2022-06-10 - 5:28:36 PM GMT - Time Source: server
-  Document emailed to Melissa Sidhu (melissa@chorneylawyers.com) for signature
2022-06-10 - 5:28:38 PM GMT
-  Email viewed by Melissa Sidhu (melissa@chorneylawyers.com)
2022-06-10 - 7:03:46 PM GMT
-  Document e-signed by Melissa Sidhu (melissa@chorneylawyers.com)
Signature Date: 2022-06-10 - 7:04:26 PM GMT - Time Source: server
-  Agreement completed.
2022-06-10 - 7:04:26 PM GMT

This is Exhibit D referred to in the
Affidavit of Savannah Chorney sworn
before me, this 15 day of September, 2022



A Commissioner for Taking Affidavits

Self Reported

| | | | | | |
|------------------|-------------|---|---|-----------------|--------|
| Collision Number | PR170337963 | | | Page | 2 Of 2 |
| Collision Date | Y | M | D | Day of the Week | Time |
| | 2017/09/09 | | | Sat | 12:43 |

| No. | Emergency Equipment (Service Performed) |
|-----|---|
| 2 | 02 - Ambulance ASSESS AND CLEAR PATIENT |

Description of Collision/Statement

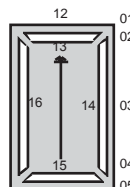
ON SEPTEMBER 9 2017 AT APPROXIMATELY 12:43PM THE DEFENDANT, EDUARDO *CURRAN*, WHO WAS OPERATING HIS GREEN 2013 TOYOTA RV4 WITH ONTARIO LICENCE PLATE NUMBER BYZK743 IN THE WESTBOUND LANE OF QUEEN STREET WEST, MAKING A LEFT TURN ONTO SOUTHBOUND MILL STREET SOUTH, IN THE CITY OF BRAMPTON. DURING THIS TIME, THE VICTIM, DEEP *SINGH* WAS OPERATING A 4 DOOR, RED, 2017 HONDA UAX WITH ONTARIO LICENCE PLATE NUMBER CBZR092, TRAVELLING EASTBOUND ON QUEEN STREET WEST, APPROACHING MILL STREET SOUTH, IN THE CITY OF BRAMPTON WHEN THE DEFENDANT PROCEEDED LEFT INTO THE INTERSECTION IN FRONT OF THE VICTIM. THE VICTIM SUBSEQUENTLY STRUCK THE DEFENDANT. THE DEFENDANT WAS CHARGED WITH TURN NOT IN SAFETY CONTRARY TO SECTION 142(1) OF THE HIGHWAY TRAFFIC ACT AND WAS ISSUED PROVINCIAL OFFENCE NOTICE NUMBER 6390823B.

| Veh. No. | Damage Estimate | Description of Damage to Vehicle or Additional Remarks for Investigator |
|----------|-----------------|---|
| 1 | 5000 | BODY DAMAGE TO FRONT PASSENGER SIDE BUMPER AND WHEEL WELL AREA. |
| 2 | 2000 | FRONT BUMPER IS SCUFFED AND SCRATCHED. |

| Geographic Latitude | Geographic Longitude | Z Co-Ordinate |
|---------------------|----------------------|---------------|
| 43.6829203 | -79.7626768 | 0.0 |

Personal information on this form is collected under the authority of s. 205 of the Ontario Highway Traffic Act and is used to maintain a record of motor vehicle accidents in Ontario. If you have any questions about the collection and use of your personal information collected on this form, please call the Supervisor, ServiceOntario at 416 235-2999 or 1 800 387-3445 or write to the Supervisor, Ministry of Transportation, Licensing Administration and Support Office, Main Floor, 87 Sir William Hearst Avenue, Toronto, Ontario, M3M 0B4. Direct general inquires to ServiceOntario at 416 235-2999 or 1 800 387-3445 or visit www.serviceontario.ca.

| | | | | | | |
|---|--|--|--|---|---|--|
| 1 | Collision Location On Highway 01-Non Intersection 02- Intersection related 03-At intersection 04-At/near private drive | | | 05 -At railway crossing 06- Underpass or tunnel 07-Overpass or bridge 08-Other | Off Highway 08-Trail 09-Frozen lake or river 10-Parking lot 09-Other | |
| | 2 | Impact Location 01-Within intersection 02-Thru lane 03-Left turn lane 04-Right turn lane 05-Right turn channel 06-Two-way left turn lane | | | 07-Passing lane 08-Left shoulder 09-Right shoulder 10-Not on roadway-left side | 11-Not on roadway-right side 12-Off highway 09-Other |
| | | If 02 used above, enter Thru Lane No. | | | | |
| | | Environment Condition Multiple Choices Allowed 01-Clear 02-Rain 03-Snow 04-Freezing rain 05-Drifting snow 06-Strong wind 07-Fog, mist, smoke, dust 09-Other | | | | |
| 6 | Light 01-Daylight 02-Daylight, artificial 03-Dawn | | | 04-Dawn, artificial 05-Dusk 06-Dusk, artificial | 07-Dark 08-Dark, artificial 09-Other | |
| | Traffic Control 01-Traffic signal 02-Stop sign 03-Yield sign 04-Ped. crossover 05-Police control 06-School guard 07-School bus 08-Traffic gate 09-Traffic controller 10-No control 99-Other | | | | | |
| | Traffic Control Condition 01-Functioning 02-Non-functioning 03-Obscured 04-Missing/Damaged | | | | | |
| 9 10 11 12 13 14 15 16 17 18 19 20 | Road Character 01-Undivided-one-way 02-Undivided-two-way 03-Divided with restraining barrier | | | 04-Divided-no barrier 05-Ramp 06-Collector lane | 07-Express lane 08-Transfer lane | |
| | Road Surface 01-Asphalt 02-Oil treated gravel 03-Gravel or crushed stone 04-Concrete 05-Earth 06-Wood 07-Steel 08-Brick/interlocking stone 09-Other | | | | | |
| | Road Condition 01-Good 02-Poor 03-Under repair or construction | | | | | |
| 15 16 17 18 19 20 | Road Surface Condition 01-Dry 02-Wet 03-Loose snow 04-Slush | | | 05-Packed snow 06-Ice 07-Mud 08-Loose sand or gravel | 09-Spilled liquid 99-Other | |
| | Road Alignment 01-Straight on level 02-Straight on hill 03-Curve on level 04-Curve on hill | | | | | |
| | Road Pavement Markings 01-Exist 02-Non-existent 03-Obscured 04-Faded | | | | | |
| 21 22 23 24 | Vehicle Type 01-Automobile, station wagon 02-Motorcycle 03-Moped 04-Passenger van 05-Pick-up truck 06-Delivery van 07-Tow truck 08-Truck - open 09-Truck - closed 10-Truck - tank 11-Truck - dump 12-Truck - car carrier 13-Truck - tractor 14-Municipal transit bus 15-Intercity bus | | | 16-Bus (other) 17-School bus 18-School van 19-Other school vehicle/bus 20-Motor home 21-Off-road 2 wheels 22-Off-road 3 wheels 23-Off-road 4 wheels 24-Off-road-other 25-Motorized snow vehicle 26-Farm tractor 27-Other farm vehicle 28-Construction equipment | 29-Railway train 30-Street car 31-Snow plow 32-Ambulance 33-Fire vehicle 34-Police vehicle 35-Other emergency vehicle 36-Bicycle 00-Unknown 97-Other Motor Vehicle 98-Other truck 99-Other Non-motorized | |
| | Enter code 01 here if code 32, 33, 34, or 35 used above, and vehicle light/siren activated | | | | | |
| | Towed Vehicle 01-Recreation trailer or semi-trailer - house, tent 02-Boat trailer 03-Small utility trailer 04-Wheeled device or apparatus 05-Large full trailer 06-Large semi-trailer 07-Double (semi-trailer-semi-trailer) 08-Double (semi-trailer-trailer) 09-Farm equipment 10-Towed motor vehicle 99-Other | | | | | |
| 27 28 29 30 31 32 | Trailer Type Single and Double Combination over 4600 kg. (codes 05, 06, 07, 08 above) 01-Van 02-Flat bed/flat bed with racks 03-Low-bed/float 04-Tank 05-Dump 06-Car carrier 07-Livestock 99-Other | | | | | |
| | Trailer Connection - Double Semi-Trailers Only 01-Single drawbar dolly (A Train) 02-5th wheel connection only (B Train) 03-Double drawbar dolly (C Train) 99-Other | | | | | |
| | Vehicle Condition 01-No apparent defect 99-Defect | | | | | |
| 33 34 35 36 37 38 | Apparent Driver Action 01-Driving properly 02-Following too close 03-Exceeding speed limit 04-Speed too fast for condition 05-Speed too slow 06-Improper turn | | | 07-Disobeyed traffic control 08-Failed to yield right-of-way 09-Improper passing 10-Lost control 11-Wrong way on one-way road 12-Improper lane change 99-Other | | |
| | Driver/Pedestrian Condition 01-Normal 02-Had been drinking 03-Ability impaired, alcohol (over .08) 04-Ability impaired, alcohol 05-Ability impaired, drugs 06-Fatigue 07-Medical or physical disability 08-Inattentive 00-Unknown 99-Other | | | | | |
| | Pedestrian Action 01-Crossing with right-of-way 02-Crossing without right-of-way 03-Crossing - no traffic control 04-Crossing ped. crossover 05-Crossing marked crosswalk without right-of-way 06-Walking on roadway with traffic 07-Walking on roadway against traffic 08-On sidewalk or shoulder 09-Playing or working on highway 10-Coming from behind parked vehicle or object 11-Running onto roadway 12-Person getting on/off school bus 13-Person getting on/off vehicle 14-Pushing/working on vehicle 99-Other | | | | | |

| | | | | |
|--|--|--|------------------------|--|
| Road Jurisdiction 01-Municipal (excl. Twp. Rd.) 02-Provincial highway 03-Township | | 04-County or district 05-Regional municipality 06-Private property | 07-Federal 99-Other | 41 |
| Classification of Collision 01-Fatal injury 02-Non-fatal injury | | 03-P.D. only 04-Non-reportable | 99-Other | 42 |
| Initial Direction of Travel 01-North 02-South | | 03-East 04-West | | V1 43 V2 44 |
| Initial Impact Type 01-Approaching 02-Angle 03-Rear end 04-Sideswipe | | 05-Turning movement 06-SMV unattended vehicle 07-SMV other 99-Other | | 45 |
| Vehicle Manoeuvre 01-Going ahead 02-Slowing or stopping 03-Overtaking 04-Turning left 05-Turning right 06-Making "U" turn 07- Changing lanes 08-Merging | | 09-Reversing 10-Stopped 11-Parked 12-Disabled 13-Pulling away from shoulder or curb 14-Pulling onto shoulder or toward curb 00-Unknown 99-Other | | V1 46 V2 47 |
| Sequence of Events Multiple Choices Allowed | | | | |
| Moveable Objects 01-Other motor vehicle 02-Unattended vehicle 03-Pedestrian 04-Cyclist 05-Railway train | | 06-Street car 07-Farm tractor 08-Animal - domestic 09-Animal - wild 97-Other | | 48 |
| Other Events 20-Ran off road 21-Skidding/sliding 22-Jackknifing 23-Load spill 24-Fire/explosion | | 25-Submersion 26-Rollover 27-Debris on road 28-Debris falling off vehicle 98-Other | V1 | 1st 48 Offset 49 2nd 50 Offset 51 3rd 52 Offset 53 |
| Fixed Objects 50-Cable guide rail 51-Concrete guide rail 52-Steel guide rail 53-Pole (utility, tower) 54-Pole (sign, parking meter) 55-Fence/noise barrier 56-Culvert 57-Bridge support 58-Rock face 59-Snowbank/drift | | 60-Ditch 61-Curb 62-Crash cushion/end treat. 63-Building or wall 64-Water course 65-Construction marker 66-Tree, shrub, stump 99-Other | V2 | 1st 54 Offset 55 2nd 56 Offset 57 3rd 58 Offset 59 |
| Fixed Object Offset Left of Roadway 01- Less than 3.1 m 02- 3.1 m to 6.0 m 03- 6.1 m to 9.0 m 04- Greater than 9.0 m | | Right of Roadway 05- Less than 3.1 m 06- 3.1 m to 6.0 m 07- 6.1 m to 9.0 m 08- Greater than 9.0 m | | V1 60 V2 61 |
| Vehicle Damage 01-None 02-Light 03-Moderate 04-Severe 05-Demolished | | | | V1 60 V2 61 |
| Location of Vehicle Damage or Area of Impact Multiple Choices Allowed 01-Right front corner 02-Right front 03-Right center 04-Right rear 05-Right rear corner 06-Back center 07-Left rear corner 08-Left rear 09-Left center 10-Left front 11-Left front corner 12-Front center 13-Front complete 14-Right side complete 15-Back complete 16-Left side complete 17-Top 18-Undercarriage 19-No contact 00-Unknown | | | | |
| | |  | | Initial Impact 62 Secondary Impact 63 Initial Impact 64 Secondary Impact 65 |
| Special Studies | | | | |
| Enter code 01 here if code 32, 33, 34, or 35 used above, and vehicle light/siren activated | | | | |
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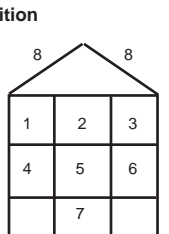
Injury and Fatal Collision (Only) - All Involved Persons

1. Involved driver/pass.
2. Investigating Officer
3. Witness

Safety Equipment Used

| | |
|---------------------------------------|-------------------------------------|
| 1. Lap and shoulder belt | 8. Helmet |
| 2. Lap belt only | 9. Equipment not used but available |
| 3. Lap belt only of combined assembly | 10. No equipment available |
| 4. Child safety seat used incorrectly | 00. Use unknown |
| 5. Child safety seat used correctly | 99. Other safety equipment used |
| 6. Air bag deployed | |
| 7. Booster Seat | |

Position



Ejection

| |
|------------|
| 1. Yes |
| 2. Partial |
| 3. No |

Injuries

| | |
|-----------|---------|
| 0 None | 2 Minor |
| 1 Minimal | 3 Major |
| | 4 Fatal |

8 Hanger-on
9 Pedestrian
L_ Sitting on lap.

Position 74

Injuries 75

Ejection 76

Safety Equipment Used 77

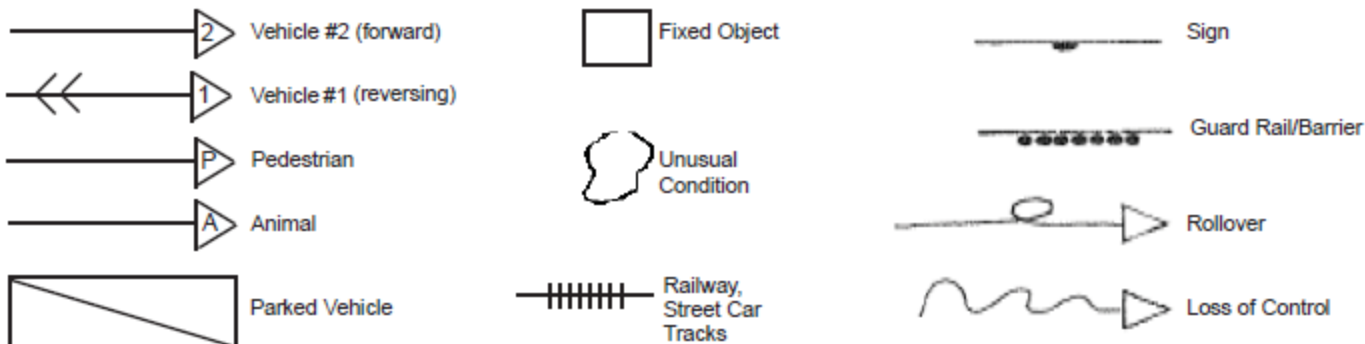
Determination of Use 78

Permissible Abbreviations

V - Vehicle
 D - Driver
 P - Pedestrian
 R - Road
 EB, WB, NB, SB - Directions
 EBL, WBL, NBL, SBL - Lane Direction
 LT, RT - Left Turn, Right Turn

Collision Diagram - Basic Symbols

In order to simplify completing the diagram, the following symbols may be used:



Apparent Vehicle Defects

Service Brakes Defective
 Steering Defective
 Tire Puncture or Blowout
 Tire Tread Insufficient
 Headlamps Defective
 Other Lamps or Reflectors defective
 Engine Control Defective
 Wheels or Suspension Defective
 Vision Obscured
 Trailer Hitch Defective (specify) _____
 Other (specify) _____

Special Studies

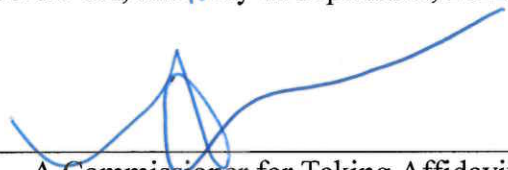
Initial Impact Type



Vehicle Damage

| | | |
|--|---|--|
| 01-None - No visible damage. | 03-Moderate - Unsafe conditions result from damage. Vehicle must be repaired to make its condition meet requirements of law. Vehicle can be driven off road or limited distance but doing so would be unsafe. | 04-Severe - Vehicle cannot be driven. Requires towing. Would normally be repaired. |
| 02-Light - Slight or superficial damage. Includes scratches, small dents, minor cracks in glass that do not affect safety or performance of vehicle. | 05-Demolished - Vehicle damaged to the extent that repairs would not be feasible. | |

This is Exhibit E referred to in the
Affidavit of Savannah Chorney sworn
before me, this 15 day of September, 2022



A Commissioner for Taking Affidavits

**Contingency Fee Retainer Agreement:
Accident Benefits Claims**

Between:

HANSON DUBY LAWYERS
2 Clinton Place, Toronto, ONM6G 1J9
Tel.: 416 588 9100 Fax: 416 588 9102

-and-

DEEPA SIMHA
SARJESH SIMHA

I have retained Hanson Duby Lawyers to act on your behalf in securing benefits as are available to me under the Statutory Accident Benefits Schedule, as amended, arising from a motor vehicle accident on

SEPT 7 2017

By signing this retainer, I authorize Hanson Duby Lawyers to take all steps in connection with the proceeding as Hanson Duby, Lawyers may consider necessary and proper, and to employ such agents and retain counsel as Hanson Duby, Lawyers considers advisable.

In consideration of acting on my behalf, I agree to pay you no more than **30% plus H.S.T.**, and all applicable disbursements, for any lump sum settlements awarded. I understand that I am responsible to pay you fees forthwith after the receipt of the lump sum settlements awarded.

I understand that should there be any disbursements reasonably required to prosecute my claim with the insurance company, I shall be responsible for payment of all disbursements in relation thereto and that you may require that I supply a monetary retainer to cover such expenses.

Notwithstanding the above, I understand that if you deem it advisable to proceed to a Case Conference and/or Hearing before the Licensing Appeals Tribunal ("LAT") for any aspect of my claim, I acknowledge that I agree to pay you **33% plus H.S.T.** and disbursement on any lump-sum settlements awarded, whether for a partial settlement or full and final settlement of my accident benefits claim.

If, for any reason, I retain new counsel, my new counsel will pay Hanson Duby Lawyers' disbursements in full, forthwith, and honour the fee account for work performed to the time of termination of the retainer. The hourly rates for fees are set out in Tariff A for solicitors' fees under Rule 58.05 of the *Rules of Civil Procedure*.

If you mislead Hanson Duby Lawyers or misrepresent your claim, we reserve the right to ask for an interim payment of fees, and/or a retainer, and/or an increased retainer, or to withdraw our services. You hereby acknowledge that you are responsible for notifying Hanson Duby Lawyers for a material change in your condition which may affect your claim.

I hereby also acknowledge that you have advised me that I have a period of two (2) years from the date of the motor vehicle accident in which to commence an action in the Superior Court of Justice of Ontario for damages in tort.


Dated: SEP 19 2017

Signature: [Handwritten Signature]

Dated: SEP 19 2017

[Handwritten Signature]
Hanson Duby Lawyers
Per: _____

This is Exhibit F referred to in the
Affidavit of Savannah Chorney sworn
before me, this 5 day of September, 2022

A handwritten signature in blue ink, consisting of a stylized 'A' followed by a horizontal line that curves upwards to the right.

A Commissioner for Taking Affidavits

CONTINGENCY FEE RETAINER AGREEMENT

Between:

Hanson Duby Lawyers
2 Clinton Place, Toronto, ON M6G 1J9
P: 416 588 9100 F: 416 588 9102

-and-

DEEP SINGH
SANTOSH SINGH

Hereafter referred to as the "Claimant" or "Claimants"

This agreement explains the services that we will provide to you, how you will be charged for them, and our responsibilities to each other. Please read this agreement carefully, if you have questions, please ask us before signing.

Contents

| | |
|-------------------------------------|---|
| Legal Services | 1 |
| Expectations | 2 |
| Other Things You Need to Know | 5 |
| Ending the Relationship | 5 |
| Your Risks | 6 |
| Confidentiality and Privacy | 7 |
| Communications | 7 |

Legal Services

This agreement confirms that you, (the "Claimant[s]") have retained Hanson Duby Lawyers on a contingency fee basis to advance a potential Claim (the "Claim") for damages you have sustained as a result of MOV that occurred on SEP 22, 2017 the wrong doing of DEFENDANT or any other person who may be liable (the "Defendant").

This agreement does not cover services for any other matter.

Who We Represent

In certain circumstances, family members or other individuals may be entitled to compensation in relation to the Claim. We represent only the Claimants who have signed this agreement.

Potential Conflicts

If you have asked us to act for more than one potential Claimant, this is will be a joint retainer. In that case, we will share information between everyone we represent. Any information received from any of you will be shared with the rest.


Initial

In the case of a joint retainer, you have advised that there is no conflict of interest between you and that you have no objection to our firm representing all individuals signing this agreement. If a conflict does arise in the future you agree now, that in the event of any conflict arising we will continue to represent _____ We would then refer any conflicted individuals to an independent lawyer.

Expectations

What You Can Expect from Us

We will report to you on significant developments throughout. We will take appropriate steps to protect your interests and advance your Claim, which may include any of the following:

- (a) obtain and review relevant documentation;
- (b) conduct other investigations and/or research;
- (c) retain and instruct expert witnesses;
- (d) advise you if the Claim is likely viable;
- (e) make reasonable efforts to settle the case;
- (f) commence a lawsuit;
- (g) conduct examinations of any individual you sue;
- (h) prepare for and attend any court appearances, mediations, or pre-trial settlement conferences; and/or
- (i) prepare for and attend trial.

This agreement does not cover the services for an appeal. If after a trial, either side appeals, you would need to enter into a new agreement to cover the legal services associated the appeal.

What We Expect from You

We expect that you will reasonably cooperate and communicate with us. We can provide our best advice and guidance only when we have all relevant information. It is vital that you be candid and honest at all times. We must be able to reasonably make contact with you and receive a reply to our communications within 24 hours. In addition, we ensure you that any questions or concerns regarding your Claim will be answered within one business day.

What Your Claim is Worth

How much money you receive from the Claim is determined by a number of factors that are difficult to determine from the outset. These usually include, the extent of the injury, the final prognosis, and the economic consequences of the harm caused. Once we have the necessary information, we will give you our opinion of the dollar value of the Claim. Our opinion may change as the Claim develops.

How Long It Will Take

It can take up to several years for a claim to settle or go to trial. The amount of time the claim takes depends on factors such as: the age of the injured person; how soon they recover from their injuries; when we receive information about what the future holds for the injured person and court availability.


Initials

Settlement or Trial

We will try to settle your lawsuit to obtain a favourable settlement for you. If your Claim is settled, it would not have to go to trial. If we cannot settle the case, we will discuss with you the risks and potential benefits of a trial.

You Decide

We will give you our best advice and guidance; however, at all times you have the right to make the final choice regarding all major decisions, including settlement.

How Much Will It Cost

Legal costs are made up of two components: (1) legal fees and (2) out-of-pocket expenses, known as disbursements.

Legal Fees

You can choose to pay us for our work and expenses on an ongoing basis, based on time spent at fixed hourly rates. Alternatively, you can pay a percentage of the amount recovered, but only if you are successful in recovering compensation. This is known as a contingency fee. **You have chosen to retain us on a contingency fee basis.**

If you do not receive money for the Claim, you do not pay us for legal fees.

If you receive money for the Claim, you agree to pay us a fee of 35% of the total amount recovered, plus disbursements and HST.

If we successfully settle a lawsuit or we are successful at trial, we will seek a sum of money called "costs" from the Defendant. Any money received from the Defendant for costs are **not** included in the calculation of our fee, and serve to partially offset our charges.

When the Percentage Fee May Be Different

You may want to proceed to trial even though we recommend that you settle. In this case, if the trial judgment turns out to be less than the settlement that we recommended, our percentage fee will be based on the amount of the settlement that we recommended to you, not the amount of the trial judgment. We will notify you in writing if this situation occurs to avoid any confusion.

Charges for legal services vary. You can speak with other lawyers to compare rates and payment arrangements. Hanson Duby Lawyers shall not recover more in fees than you recover in damages or receive in a settlement.


Initials

Disbursements

Disbursements are the expenses we incur on your behalf, which may include: copying; postage; couriers; long distance; document binding; court and government filings; obtaining medical records, transcripts; court reporter services; investigators; expert consultants; demonstrative evidence; focus groups; witness attendance; travel; and research. You acknowledge that Hanson Duby Lawyers are entitled to be reimbursed for any of the disbursements expended on your behalf subject to s. 47 of the *Legal Aid Services Act, 1998* (applicable if you are in receipt of Legal Aid).

As part of this Contingency Fee Retainer Agreement, we will initially pay all disbursements plus HST. If we are successful in recovering money for the Claim, we will be reimbursed for all legal expenses plus applicable taxes from any recovery. However, if we are not successful, we will not be reimbursed for these expenses.

We are entitled to be reimbursed for any legal expenses as a first charge on any money received for the Claim. This means that we have the legal right to be paid first from any such money.

Billing

We will provide you with an account in writing setting out the amounts recovered for your Claim, for legal costs, and expenses and showing the amounts charged to you under this agreement and the balance payable to you. You agree that any money from a settlement or judgment, including costs, will be paid directly to us to be held in trust by us subject to the terms of this Agreement. We will deduct our fee, legal expenses, and applicable taxes and provide you the balance.

Interest will accrue on the unpaid balance of any account(s) thirty days after the account has been mailed to you. The rate of interest will be noted on the account we send to you.

You have the right to ask the Superior Court of Justice to review and approve your lawyer's bill, within 30 days from the date you receive it. After that you must ask the Court for permission, providing an explanation for the delay.

Example

The following example is offered to help explain how you will be charged. It is not a prediction of your legal fees and expenses or what the Claim is worth.

This example assumes a settlement made up of the following amounts paid by the Defendant:

| | |
|-----------------------------|---------------|
| Damages including interest | \$ 100,000.00 |
| Costs | 15,000.00 |
| Disbursements | 2,500.00 |
| HST (on \$33,000) | 4,290.00 |
| Total Paid by the Defendant | \$ 113,290.00 |

Initials

We would charge thirty-three and one-third percent (33%) of the total damages. The amount delivered to our client would be:

| | |
|---|--------------|
| Fee (33% of \$100,000) | \$33,000.00 |
| Disbursements paid by the Defendant | 2,500.00 |
| HST (on legal fees of \$33,000) | 4,290.00 |
| Total Fees and Disbursement Paid by You | \$ 39,790.00 |

In this example, the claimant would receive \$78,500.00 after deduction of our charges.

Other Things You Need to Know

Structured Settlement

A structured settlement allows you to receive tax-free payments over a period of time instead of a lump sum. There may be advantages to having all or part of a settlement structured or a legal requirement to accept payments over a period of time.

If periodic payments are part of any settlement or judgment, you will still be responsible for payment of our account at the time of settlement based on the total paid for the Claim including any amounts to fund periodic payments.

Persons Under a Legal Disability

Legal disability includes being under the age of 18, or mentally incapable.

If any person covered by this agreement is under a legal disability, this agreement and any legal charges must be approved by a judge, either before the agreement is finalized or as part of the approval of any settlement. Any money payable to such persons will be paid into court unless a judge orders otherwise.

Legal Cost and Disbursement Protection

You acknowledge that legal cost protection has been obtained on your behalf and for your benefit covering up to twenty-five thousand dollars (\$25,000) of legal cost protection and/or disbursements which may be owed by you following a trial of your claim(s). The cost of the protection is five hundred dollars (\$500) plus HST and will be paid out of your claim settlement proceeds or award. No fee shall be paid or owing in the event your claim is unsuccessful, abandoned, discontinued or transferred to new legal representation.

Ending the Relationship

You End the Relationship

You can end this agreement at any time. If you terminate this agreement before the Claim is concluded, you agree to pay the disbursements that were paid by our firm pertaining to your case as well as our reasonable charges for the work accomplished to that date as explained below.


Initials

if you do terminate this Agreement, you agree to sign a court form which tells the court that we no longer act for you.

We End the Relationship

There are circumstances where we may choose to end this agreement. For example, if we at any time determine that the Claim is unlikely to succeed or is no longer economically viable. In these circumstances, we may then enter into a new, non-contingency based fee agreement on terms to be negotiated at that time.

In the event that we terminate this Agreement and you ultimately received nothing for your Claim, we will not charge you legal fees. If we terminate the Agreement, and you do recovery money for your Claim, you agree to protect or pay our reasonable charges as explained below.

Reasonable Charges Explained

The factors that will determine our reasonable charges where this agreement ends prior to resolution of the Claim, include the time and effort required and spent by us; the usual hourly rates charged by us for non-contingency work; the complexity of the case and the responsibility and risk we assumed by representing you in the case; the difficulty and importance of your case; the expertise, experience, degree of skill and competency demonstrated by us in representing you; whether special skill or service was required and provided; the amount involved and/or value of the Claim; results obtained by us; and other relevant circumstances.

Our usual hourly rates, which generally increase annually, are:

| | |
|--------------------|----------|
| Senior Lawyer | \$350.00 |
| Junior Lawyer | \$240.00 |
| Law Clerks | \$90.00 |
| Articling Students | \$90.00 |
| Summer Students | \$90.00 |

Protecting Our Account Explained

If you terminate this agreement and continue with the Claim, but are unable to pay our account at the time of termination, and we make arrangements to permit our reasonable charges to be paid upon the conclusion of the Claim, you agree that our reasonable charges will be a first charge on any money paid for the Claim. You also agree to sign a document at that time confirming this

Your Risks

We will act in your best interests and give you our best legal advice. However, no lawyer can guarantee a successful outcome.

If a lawsuit is filed and the lawsuit or any significant pre-trial hearing is lost, the court may order you to pay a portion of the winning side's legal fees and disbursements/expenses. You are responsible for paying any such costs. Insurance may be available to protect you from some or

Initials

all of a costs award that you may have to pay. We have discussed the availability of this insurance

Understanding these risks, by signing this Agreement, you are expressly authorizing us to file a lawsuit on your behalf, if appropriate.

Confidentiality and Privacy

You authorize the collection and use of personal information in order to fully and properly represent you. From time to time some of your personal information may be disclosed to third parties only we determine is reasonably required to advance the Claim on your behalf.

Communications

We will contact you at:

Name: _____

Address: _____

Email: _____

Phone: _____

You can contact us at:

Hanson Duby Lawyers, 2 Clinton Place, Toronto, ON M6G 1J9

P: 416 588 9100 F: 416588 9102 E: _____@hansonduby.com

Email

By initialing this paragraph, you authorize the sending of confidential or private correspondence, documents and other information related to the Claim to you through the Internet (and, particularly, e-mail) in an unencrypted condition and without any guarantee of security or protection from interception by a third party.

Initials



Initials

CONFIRMATION

This Contingency Fee Retainer Agreement contains the complete agreement between us regarding your relationship with us, and our legal fees and expenses. It will not be changed unless we both agree and sign any changes. It will legally bind anyone, such as heirs or representatives, who replace either you or us but it does not legally bind other lawyers who might act for you if you decide to end our relationship.

You confirm that you understand that all usual protections and controls on retainers between a lawyer and client, as defined by the Law Society of Upper Canada and the common law apply to this agreement.

LAWYER

WITNESS

Date: _____

X

CLIENT ONE

WITNESS

Date: _____

X

CLIENT TWO

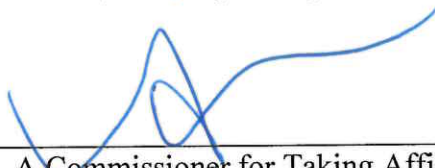
FOTZ SAUNDERS

WITNESS

Date: _____

Initials

This is Exhibit G referred to in the
Affidavit of Savannah Chorney sworn
before me, this 5 day of September, 2022

A handwritten signature in blue ink, consisting of several loops and a long horizontal stroke extending to the right.

A Commissioner for Taking Affidavits

Court File No.: CN-20-00003925-0000

**ONTARIO
SUPERIOR COURT OF JUSTICE**

BETWEEN:

DEEP SINGH and SANJESH SINGH

Plaintiffs

-and-

EDUARDO GREGORIO CURRAN

Defendant

STATEMENT OF CLAIM

TO THE DEFENDANT:

A LEGAL PROCEEDING HAS BEEN COMMENCED AGAINST YOU by the Plaintiff(s). The claim made against you is set out in the following pages.

IF YOU WISH TO DEFEND THIS PROCEEDING, you or an Ontario lawyer acting for you must prepare a statement of defence in Form 18A prescribed by the Rules of Civil Procedure, serve it on the Plaintiff(s) lawyer(s) or, where the Plaintiff(s) do(es) not have a lawyer, serve it on the Plaintiff(s), and file it, with proof of service, in this court office, **WITHIN TWENTY DAYS** after this statement of claim is served on you, if you are served in Ontario.

If you are served in another province or territory of Canada or in the United States of America, the period for serving and filing your statement of defence is forty days. If you are served outside Canada and the United States of America, the period is sixty days.

Instead of serving and filing a statement of defence, you may serve and file a notice of intent to defend in Form 18B prescribed by the Rules of Civil Procedure. This will entitle you to ten more days within which to serve and file your statement of defence.

IF YOU FAIL TO DEFEND THIS PROCEEDING, JUDGMENT MAY BE GIVEN AGAINST YOU IN YOUR ABSENCE AND WITHOUT FURTHER NOTICE TO YOU. IF YOU WISH TO DEFEND THIS PROCEEDING BUT ARE UNABLE TO PAY LEGAL FEES, LEGAL AID MAY BE AVAILABLE TO YOU BY CONTACTING A LOCAL LEGAL AID OFFICE.

TAKE NOTICE: THIS ACTION WILL AUTOMATICALLY BE DISMISSED if it has not been set down for trial or terminated by any means within five years after the action was commenced unless otherwise ordered by the court.

Date: October 21st / 20 Issued by: "Signed"
Local Registrar

Address of Court Office:

7755 Hurontario Street
Brampton, ON
L6W 4T1

TO: **EDUARDO GREGORIO CURRAN**

CLAIM

1. The Plaintiffs claim:
 - (a) Damages in the amount of \$1,000,000.00;
 - (b) Prejudgment and post-judgment interest in accordance with the *Courts of Justice Act*, R.S.O. 1990, c. C.48, as amended;
 - (c) Their costs of this action, plus HST where applicable; and,
 - (d) Such further and other relief as this Honourable Court may deem just.

Identification of Parties

2. The Plaintiff, Deep Singh, resides in the City of Brampton, in the Province of Ontario, and at all material times was the owner and operator of a red 2017 Honda motor vehicle bearing Ontario licence plate number CBZR 092 (hereinafter referred to as the "Plaintiff vehicle").
3. The Plaintiff, Sanjesh Singh, born March 20, 2001, resides in the City of Brampton, in the Province of Ontario, and at all material times was a passenger in the Plaintiff vehicle.
4. The Defendant, Eduardo Gregorio Curran, resides in the City of Brampton, in the Province of Ontario, and was at all material times the owner and operator of a green Toyota motor vehicle bearing Ontario licence plate number BYZK 473 (hereinafter referred to as the "Defendant vehicle").

Allegations of Negligence

5. On or about the 9th of September 2017, the Plaintiffs were traveling eastbound on Queen Street West at or near its intersection with Mill Street South in the City of Brampton. At or about the same time, Eduardo Gregorio Curran was operating the Defendant vehicle westbound on Queen Street West. As the Plaintiff vehicle proceeded through said intersection, Eduardo Gregorio Curran so negligently operated the Defendant vehicle as to attempt a left turn across the path of the Plaintiff vehicle thereby causing a collision. As a result of this collision, the Plaintiffs suffered injuries more particularly described herein.

6. The Plaintiffs plead that the collision was a result of the negligence of the Defendant, the particulars of which are as follows:
 - (a) He failed to keep a proper lookout;
 - (b) He failed to yield the right of way;
 - (c) He attempted a turn when it was unsafe to do so;
 - (d) He failed to slow down or stop so as to avoid a collision;
 - (e) He failed to keep the Defendant vehicle under proper control;
 - (f) He failed to apply the brakes properly or at all, or in the alternative, he was operating a motor vehicle with defective brakes;
 - (g) He was travelling at an excessive rate of speed in the circumstances;
 - (h) He operated the Defendant vehicle in a careless manner;

- (i) On the occasion in question, he was an incompetent operator, lacking in reasonable care, skill and ability and ought not to have been operating a motor vehicle;
- (j) He failed to take reasonable care to avoid an accident which he saw or ought to have seen was likely to occur; and,
- (k) He had the last clear chance to avoid the collision by the exercise of reasonable care but failed to do so.

Damages – Deep Singh

- 7. The Plaintiff pleads that as a result of this collision, he sustained injury resulting in serious and permanent impairment of physical, mental and psychological functions.
- 8. The Plaintiff pleads that he did not, nor could not, have been reasonably aware that he sustained serious or permanent impairments until less than 2 years before the issuance of this claim.
- 9. The Plaintiff received severe injuries including, but not limited to, tears to the muscles and ligaments throughout his body. Further, the Plaintiff has and continues to sustain persistent pain and dysfunction of his cervical, thoracic and lumbar spine. The Plaintiff has and continues to suffer from headaches and myofascial pain syndrome.

10. The physical injuries of the Plaintiff have been accompanied by anxiety, depression, post-traumatic stress disorder, insomnia and memory loss.
11. As a result of the motor vehicle collision, the Plaintiff has been unable to return to full-time employment. He will suffer a loss of earning capacity and shortened working life expectancy.
12. The Plaintiff will continue to suffer pain, disability, limitation of movement, emotional difficulties and depression, which will permanently impair his enjoyment of life and earning capacity.
13. The Plaintiff will require ongoing psychological, medical and physiotherapy treatment as a result of the motor vehicle collision.
14. The Plaintiff is unable to perform housekeeping and home maintenance chores for himself to the extent that he was able to do prior to the collision. He will require assistance in the future to complete such chores. He is entitled to claim for these and other expenses that he will incur throughout his lifetime.
15. The Plaintiff has incurred medical expenses and other out-of-pocket expenses as a result of the motor vehicle collision, which will continue for the rest of his life.

16. The Plaintiff pleads that as a result of this collision, he sustained injury resulting in serious and permanent impairment of physical, mental and psychological functions.
17. The Plaintiff received severe injuries including, but not limited to, tears to the muscles and ligaments throughout his body. Further, the Plaintiff has and continues to sustain persistent pain and dysfunction of his cervical, thoracic and lumbar spine. The Plaintiff has and continues to suffer from headaches and myofascial pain syndrome.
18. The physical injuries of the Plaintiff have been accompanied by anxiety, depression, post-traumatic stress disorder, insomnia and memory loss.
19. As a result of the motor vehicle collision, the Plaintiff has been unable to return to full-time employment. He will suffer a loss of earning capacity and shortened working life expectancy.
20. The Plaintiff will continue to suffer pain, disability, limitation of movement, emotional difficulties and depression, which will permanently impair his enjoyment of life and earning capacity.
21. The Plaintiff will require ongoing psychological, medical and physiotherapy treatment as a result of the motor vehicle collision.

22. The Plaintiff is unable to perform housekeeping and home maintenance chores for himself to the extent that he was able to do prior to the collision. He will require assistance in the future to complete such chores. He is entitled to claim for these and other expenses that he will incur throughout his lifetime.

23. The Plaintiff has incurred medical expenses and other out-of-pocket expenses as a result of the motor vehicle collision, which will continue for the rest of his life.

Damages – Sanjesh Singh

24. The Plaintiff pleads that as a result of this collision, he sustained injury resulting in serious and permanent impairment of physical, mental and psychological functions.

25. The Plaintiff pleads that he was a minor at the time of the motor vehicle accident and attained the age of majority on or about March 20, 2019.

26. The Plaintiff received severe injuries including, but not limited to, tears to the muscles and ligaments throughout his body. Further, the Plaintiff has and continues to sustain persistent pain and dysfunction of his cervical, thoracic and lumbar spine. The Plaintiff has and continues to suffer from headaches and myofascial pain syndrome.

27. The physical injuries of the Plaintiff have been accompanied by anxiety, depression, post-traumatic stress disorder, insomnia and memory loss.
28. As a result of the motor vehicle collision, the Plaintiff has been unable to return to full-time employment. He will suffer a loss of earning capacity and shortened working life expectancy.
29. The Plaintiff will continue to suffer pain, disability, limitation of movement, emotional difficulties and depression, which will permanently impair his enjoyment of life and earning capacity.
30. The Plaintiff will require ongoing psychological, medical and physiotherapy treatment as a result of the motor vehicle collision.
31. The Plaintiff is unable to perform housekeeping and home maintenance chores for himself to the extent that he was able to do prior to the collision. He will require assistance in the future to complete such chores. He is entitled to claim for these and other expenses that he will incur throughout his lifetime.
32. The Plaintiff has incurred medical expenses and other out-of-pocket expenses as a result of the motor vehicle collision, which will continue for the rest of his life.

33. The Plaintiff pleads that as a result of this collision, he sustained injury resulting in serious and permanent impairment of physical, mental and psychological functions.
34. The Plaintiff received severe injuries including, but not limited to, tears to the muscles and ligaments throughout his body. Further, the Plaintiff has and continues to sustain persistent pain and dysfunction of his cervical, thoracic and lumbar spine. The Plaintiff has and continues to suffer from headaches and myofascial pain syndrome.
35. The physical injuries of the Plaintiff have been accompanied by anxiety, depression, post-traumatic stress disorder, insomnia and memory loss.
36. As a result of the motor vehicle collision, the Plaintiff has been unable to return to full-time employment. He will suffer a loss of earning capacity and shortened working life expectancy.
37. The Plaintiff will continue to suffer pain, disability, limitation of movement, emotional difficulties and depression, which will permanently impair his enjoyment of life and earning capacity.
38. The Plaintiff will require ongoing psychological, medical and physiotherapy treatment as a result of the motor vehicle collision.

39. The Plaintiff is unable to perform housekeeping and home maintenance chores for himself to the extent that he was able to do prior to the collision. He will require assistance in the future to complete such chores. He is entitled to claim for these and other expenses that he will incur throughout his lifetime.

40. The Plaintiff has incurred medical expenses and other out-of-pocket expenses as a result of the motor vehicle collision, which will continue for the rest of his life.

Statutes

41. The Plaintiff pleads and relies upon the provisions of the *Negligence Act*, R.S.O. 1990, c. N-1, and amendments thereto, the provisions of the *Highway Traffic Act* R.S.O. 1990, c. H-8, and amendments thereto, the provisions of the *Insurance Act*, R.S.O. 1990, c. I.8, and amendments thereto, and the provisions of the *Courts of Justice Act*, R.S.O. 1990, c. C.43, and amendments thereto.

42. The Plaintiff proposes that this action be tried at the City of Brampton.

Date: October 21st, 20

BRAD DUBY
PROFESSIONAL CORP.
2 Clinton Place
Toronto, ON
M6G 1J9

DEEP SINGH et al
Plaintiff

-and-

EDUARDO GREGORIO CJRRAN

Defendant

Court File no.: CV-20-00003935-0000

ONTARIO SUPERIOR COURT OF JUSTICE

PROCEEDINGS COMMENCED AT
BRAMPTON

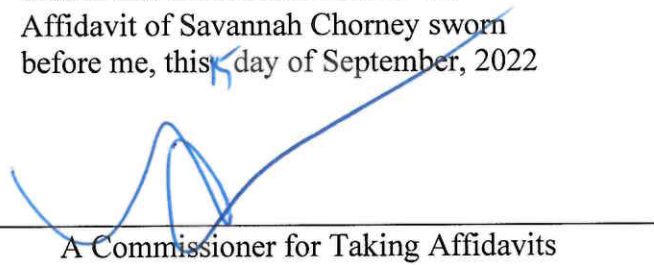
STATEMENT OF CLAIM

BRAD DUBY
PROFESSIONAL CORP.
2 Clinton Place
Toronto, ON
M6G 1J9

Brad Duby
LSUC No: 47127J
Tel: 416-588-9100
Fax: 416-588-9102

Lawyers for the Plaintiff

This is Exhibit H referred to in the
Affidavit of Savannah Chorney sworn
before me, this 5 day of September, 2022

A handwritten signature in blue ink, consisting of several loops and a long horizontal stroke extending to the right, positioned above a horizontal line.

A Commissioner for Taking Affidavits



Court File No.:

**ONTARIO
SUPERIOR COURT OF JUSTICE**

Electronically issued : 15-Jul-2021
Délivré par voie électronique
Brampton

DEEP SINGH AND SANJESH SINGH

Plaintiffs

and

ESTATE OF BRAD DUBY, DANA B. HANSON, HANSON DUBY LAWYERS,
and BRAD DUBY PROFESSIONAL CORPORATION, operating as DUBY & ASSOCIATES

Defendants

STATEMENT OF CLAIM

TO THE DEFENDANTS

A LEGAL PROCEEDING HAS BEEN COMMENCED AGAINST YOU by the plaintiff(s).
The claim made against you is set out in the following pages.

IF YOU WISH TO DEFEND THIS PROCEEDING, you or an Ontario lawyer acting for you must prepare a statement of defence in Form 18A prescribed by the Rules of Civil Procedure, serve it on the plaintiff(s) lawyer(s) or, where the plaintiff(s) do(es) not have a lawyer, serve it on the plaintiff(s), and file, with proof of service, in this court office, WITHIN TWENTY DAYS after this statement of claim is served on you, if you are served in Ontario.

If you are served in another province or territory of Canada or in the United States of America, the period for serving and filing your statement of defence is forty days. If you are served outside Canada and the United States of America, the period is sixty days.

Instead of serving and filing a statement of defence, you may serve and file a notice of intent to defend in form 18B prescribed by the Rules of Civil Procedure. This will entitle you to ten more days within which to serve and file your statement of defence.

IF YOU FAIL TO DEFEND THIS PROCEEDING, JUDGMENT MAY BE GIVEN AGAINST YOU IN YOUR ABSENCE AND WITHOUT FURTHER NOTICE TO YOU.

IF YOU WISH TO DEFEND THIS PROCEEDING BUT ARE UNABLE TO PAY LEGAL FEES, LEGAL AID MAY BE AVAILABLE TO YOU BY CONTACTING A LOCAL LEGAL AID OFFICE.

IF YOU PAY THE PLAINTIFF'S CLAIM, and \$10,000 for costs, within the time for serving and filing your statement of defence you may move to have this proceeding dismissed by the court. If you believe the amount claimed for costs is excessive, you may pay the plaintiff's claim and \$400 for costs and have the costs assessed by the court.

TAKE NOTICE: THIS ACTION WILL AUTOMATICALLY BE DISMISSED if it has not been set down for trial or terminated by any means within five years after the action was commenced unless otherwise ordered by the court.

Date: July 15, 2021

Issued by: _____
Local Registrar

A Grenville & William Davis Courthouse
7755 Hurontario Street
Brampton, ON L6W 4T6

TO: **Estate of Brad Duby**
2 Clinton Place
Toronto, Ontario
M6G 1J9

Dana B. Hanson
48 Westmoreland Avenue
Toronto, Ontario
M6H 2Z7

Hanson Duby Lawyers
2 Clinton Place
Toronto, Ontario
M6G 1J9

Brad Duby Professional Corporation, operating as Duby & Associates
2 Clinton Place
Toronto, Ontario
M6G 1J9

CLAIM

1. The Plaintiffs claim:
 - (a) General and Special Damages in the amount of \$1,000,000.00;
 - (b) Pre-judgment interest on damages pursuant to the provisions of the *Courts of Justice Act*, R.S.O. 1990, c. C. 43, as amended (hereinafter “*Courts of Justice Act*”);
 - (c) Post-judgment interest on damages pursuant to the provisions of the *Courts of Justice Act*, R.S.O. 1990, c. C. 43, as amended (hereinafter “*Courts of Justice Act*”);
 - (d) Costs of this Action on a substantial indemnity scale plus Harmonized Sales Tax;
 - (e) Such further and other relief as this Honourable Court deems just.

THE PARTIES:

2. The Plaintiff, Deep Singh, resides in the City of Brampton, in the Province of Ontario. At all material times, the Plaintiff was the owner and operator of a 2017 Honda motor vehicle bearing Ontario license plate number CBZR 092 (hereinafter referred to as “the Plaintiff’s motor vehicle”), and was at all material times a client of the Defendant lawyers and firms.

3. The Plaintiff, Sanjesh Singh, born on March 20, 2001, resides in the City of Brampton, in the Province of Ontario, and at all material times was a passenger in the Plaintiff vehicle, and a client of the Defendant lawyers and firm.

4. The Defendant, Estate of Brad DUBY (hereinafter referred to as “The Defendant DUBY”), was a barrister and solicitor licensed to practice law by the Law Society of Ontario, and was at all material times a partner at Hanson DUBY Lawyers and DUBY & Associates.

5. The Defendant, Dana B. Hanson (hereinafter referred to as “The Defendant Hanson”), is a barrister and solicitor licensed to practice law by the Law Society of Ontario, and was at all material times a partner at Hanson Duby Lawyers.

6. The Defendant, Hanson Duby Lawyers (hereinafter referred to as “the Defendant Hanson Duby”), was a law firm carrying on business in the City of Toronto, in the Province of Ontario.

7. The Defendant, Brad Duby Professional Corporation operating as Duby & Associates (hereinafter referred to as “the Defendant Duby & Associates”), is a law firm carrying on business in the City of Toronto, in the Province of Ontario.

THE COLLISION:

8. On or about September 9, 2017, the Plaintiff’s motor vehicle was travelling eastbound on Queen Street West at or near its intersection with Mill Street South in the City of Brampton, in the Province of Ontario. At or about the same time, a third party motorist was travelling westbound on Queen Street West. As the Plaintiff’s motor vehicle proceeded through the said intersection, the third party motorist executed a left hand turn across the path of the Plaintiff’s motor vehicle, thereby causing collision.

**CLAIM AGAINST THE DEFENDANTS DUBY, HANSON, HANSON DUBY, and DUBY
& ASSOCIATES**

9. On or around September 19, 2017, the Plaintiffs met with lawyers at the Defendant firm, Hanson Duby. The purpose of this meeting was to obtain legal advice with respect to the above noted motor vehicle accident and their respective claims.

10. During said meeting, the Plaintiffs were advised that the Defendant firm Hanson Duby would be working on both their accident benefits claim and their third party claim.

11. As a result of the said motor vehicle collision, the Plaintiffs sustained injuries and impairments, full particulars of which were given to the associates of the Defendant firm Hanson Duby at the time of the said meeting.

12. As a result of the meeting, the Plaintiffs signed a Retainer Agreement.

13. Upon review of the file received from Duby & Associates it appears that at no time was the at fault driver or their Insurer ever put on notice.

14. The Plaintiffs' file was under the carriage of the Defendant firm Hanson Duby, and subsequently Duby & Associates, until about February 16, 2021. The Defendant firm, Duby & Associates did not take steps to advance the Plaintiffs' tort claim against the at fault driver within the required statutory limitation period. No steps were taken to advance Plaintiffs' accident benefits claim by commencing an Application at the License Appeal Tribunal.

15. The Defendants issues a Statement of Claim on behalf of the Defendants on October 21,

2020, over one year after the expiration of the relevant statutory limitation period.

16. The Plaintiffs further plead that the Defendants failed to properly and/or adequately plead the doctrine of discoverability as set out at section 5 of the *Limitations Act, 2002* SO 2002 c.24, Sched. B, as amended in the Statement of Claim issued October 21, 2020.

17. The Defendants failed to inform and/or explain to the Plaintiffs the nature of their claims, consequence of their failure to commence Plaintiffs' claims within the required time limitation, and to obtain their instructions in this regard.

18. The Plaintiffs relied on the representations made by the Defendants and their associates at the initial consultation, and during subsequent communications, that they would manage all of their respective claims arising from the subject accident in accordance with their Retainer.

19. In the event that the Plaintiffs' claims against the at fault driver and/or his Accident Benefits Insurer are statute barred because limitation periods have expired, the Plaintiff pleads, and the fact is, that any and all missed limitations occurred due to the negligence and/or breach of contract of the Defendants, the particulars of which are as follows:

- a) they failed to meet the appropriate standard of care;
- b) they failed to commence an action in time;
- c) in the alternative, they failed to notify the Plaintiff and ensure that the Plaintiff understood that they would not be commencing an action on his behalf before two years from the date of the accident;
- d) they failed to purchase, utilize, maintain, and/or manage a proper reminder/tickler system;

- e) they delegated elements of the legal work to be performed on behalf of the Plaintiff to non-lawyers and to lawyers with less than the necessary expertise to handle the functions requested of the Defendants; and
- f) they did not order the necessary records with respect to special damages and medical records with respect to the injuries and treatment, and did not develop the Plaintiff's claim properly or at all with respect to liability and damages.
- g) They fully and completely mismanaged both of the Plaintiff's Accident Benefits and Tort Claims;
- h) They failed to provide competent legal advice; and
- i) They failed to do a timely update and obtain updated medical information and documentation in support of the Accident Benefits Claim.

20. The statute of limitations to commence a third party claim against the at fault driver may be statute barred and as a result the Plaintiffs have potentially been deprived of seeking general and special damages, including prejudgment interest on their damages from September 9, 2017 to date, as a direct result of the Defendants' negligence and breach of contract.

21. The Plaintiffs state that because the Defendants did not act as reasonably competent, diligent solicitors, and/or paralegals and because the Defendants were negligent and in breach of their contract with the Plaintiffs, and in breach of the fiduciary duty which they owed to the Plaintiffs, the Plaintiffs have suffered the above mentioned damages.

22. The Plaintiffs allege that the Defendants, by the lapse of due diligence and care, negligently and in breach of their contractual duty failed to issue a Statement of Claim within the required time limitation for so doing, thereby causing the Plaintiffs to lose their right of action against the at fault driver and owner of the at fault vehicle as aforementioned, thereby sustaining the damages alleged.

23. The Plaintiffs allege that the Defendants, by the lapse of due diligence and care, negligently and in breach of their contractual duty failed to commence an Application before the Licencing Appeals Tribunal within the required time limitation and so doing, thereby causing the Plaintiffs to lose their right to claim benefits against their Accident Benefits Insurer.

24. In the alternative, it is pleaded that the Defendants failed to adequately or at all inform and/or explain to the Plaintiff the nature of their claims and obtain instructions in this regard.

25. The Plaintiffs plead and rely on the *Negligence Act*, R.S.O. 1990, as amended and the *Rules of Professional Conduct*, adopted by Convocation June 22, 2000, effective November 1, 2000.

INJURIES AND IMPAIRMENTS:

26. As a result of the aforesaid collision, the Plaintiffs have sustained serious and permanent impairments of important physical, mental and psychological functions, which include the following serious and lasting permanent personal injuries:

- (a) Tearing and straining of the muscles of his thoracic lumbar, sacral and cervical spine causing pain and limited range of motion;
- (b) Dislocation, sprain and strain of the joints and ligaments of his lumbar spine, sacral spine, thoracic and cervical spine;
- (c) Tension headaches and migraines;
- (d) Chronic back pain;
- (e) Bursitis of the knees (bilateral);
- (f) Bilateral knee pain;
- (g) Mobility problems;

- (h) Leg pain and decreased sensation;
- (i) Dizziness;
- (j) Fatigue and Insomnia;
- (k) Stress and Irritability;
- (l) Anxiety and Depression;
- (m) Problems with concentration and attention;
- (n) Low energy;
- (o) Post Traumatic Stress Disorder;
- (p) Chronic Pain Disorder;
- (q) Chronic major depressive disorder;
- (r) Mood Disorder; and
- (s) Cognitive deficiencies including poor memory, poor attention, frustration, poor concentration, poor co-ordination, amnesia, closed head injury, brain damage, and impairment of mental functioning.

DETRIMENTAL IMPACT:

27. As a result of the serious and permanent physical and psychological injuries that they have sustained, the Plaintiffs have been forced to significantly limit their activities of daily living and the ability to carry on with a normal life. The Plaintiffs' injuries have caused and will continue to cause them pain and suffering.

28. As a result of the collision and the injuries they sustained, the Plaintiffs are severely compromised in their employability given the nature of their injuries, as well as their education,

training and experience. The Plaintiffs have sustained a significant loss of competitive advantage in the workplace, significant reduction of past and future earnings, and will be at a significantly higher risk of being unemployed or underemployed in the future.

29. As a further result of the injuries they sustained as a direct result of the collision, the Plaintiffs:

- (a) Have sustained a loss of enjoyment of life;
- (b) Have sustained a loss of amenities of life;
- (c) Are unable to participate in recreational activities;
- (d) Are unable to participate in social activities;
- (e) Are unable to participate in household activities; and
- (f) Is unable to participate in caregiver activities, at all, or to the extent to which he participated in such activities prior to the collision.

30. The Plaintiffs have undergone and will continue to undergo in the future hospitalization, therapy, rehabilitation, attendant care, the use of specialized equipment, specialized housing, and other forms of medical treatment and healthcare. In addition, they have received and will continue to receive medications. They have incurred and will continue to incur expenses with respect to same.

31. As a further result of the injuries they sustained as a direct result of the collision, the Plaintiffs have and will continue to undergo:

- (a) Therapy;
- (b) Rehabilitation;

- (c) Psychological counselling;
- (d) Ingestion of medication; and
- (e) Other forms of medical treatment and healthcare.

32. The Plaintiffs have incurred and will continue to incur expenses for household chores, as they are not able to perform household activities to the extent that they were able to do so before the collision.

33. The Plaintiffs have incurred and will continue to incur expenses for attendant care, as they are not able to perform their personal care activities to the extent they were able to do so before the collision.

34. The Plaintiffs have incurred and will continue to incur expenses for caregiver activities, as they are not able to perform caregiver activities to the extent that they was able to do so before the collision.

35. The Plaintiffs propose that this action be tried at the City of Brampton, in the Province of Ontario.

Dated: July 15, 2021

SOKOLOFF LAWYERS

2 Automatic Road
Unit 105
Brampton, PN L6S 6K9

Savannah Chorney

LSUC No. 57656V
Tel.: (416) 966-4878
Fax: (416) 966-8865
Email: Savannah@sokoloff.ca

Lawyers for the Plaintiffs

Court File No.:

DEEP SINGH AND SANJESH SINGH and

ESTATE OF BRAD DUBY et. al

Plaintiff

Defendants

SUPERIOR COURT OF JUSTICE

PROCEEDING COMMENCED AT BRAMPTON

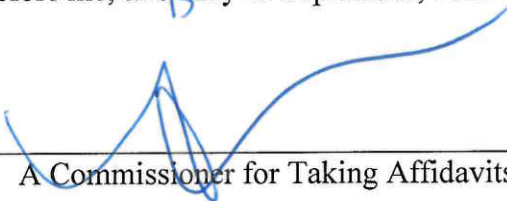
STATEMENT OF CLAIM

SOKOLOFF LAWYERS
2 Automatic Road
Unit 105
Brampton, ON L6S 6K9

Savannah V. Chorney
LSUC No. 57656V
Tel: (416) 966-4878
Fax: (416) 966-8865

Lawyers for the Plaintiffs

This is Exhibit I referred to in the
Affidavit of Savannah Chorney sworn
before me, this 15 day of September, 2022



A Commissioner for Taking Affidavits



Motor Vehicle Collision Report

| | | | |
|------------------|------------|-----------------|---------|
| Collision Number | OP17383760 | Page | 1 of 1 |
| Collision Date | 2017/10/03 | Day of the Week | TUESDAY |
| Time | 03:41 | | |

| | | | | | |
|---|---|---|--|---------------------------|---|
| 1 | 0 | 1 | <input type="checkbox"/> Self Reported | Report Type | <input checked="" type="checkbox"/> Original <input type="checkbox"/> Amended <input type="checkbox"/> Failed To Remain |
| 2 | 0 | 2 | Time Officer Arrived or Police Service Reported to | 03/10/17 3:41:00 AM | Emergency Equipment in Attendance |
| 3 | 0 | 4 | Name of Investigating Officer | LANSLOWNE, D. (David) | Badge No. 14544 |
| 4 | 0 | 1 | Name of Submitting Police Service | Ontario Provincial Police | Highway 200 |
| 5 | 0 | 4 | Location | R1 Trafficway 401 | R2 KEELE ST |

| | | | | | | | | | |
|----|---|---|----------------------------------|---------------------------------------|------------------|----|----------------------------------|---------------------------------------|------------------|
| 6 | 0 | 7 | Driver (Last Name First) | GIBSON, DAN I | Code | 2 | Driver (Last Name First) | SRISKANDARAYA, RAKUPARAN | Code |
| 7 | 1 | 0 | Address | 204-880 KIPPS LANE | Telephone No. | 8 | Address | 62 MASKEN CIRCLE | Telephone No. |
| 8 | 0 | 1 | City | LONDON | Postal Code | 9 | City | BRAMPTON | Postal Code |
| 9 | 0 | 1 | Driver's Licence No. | G40511534581201 | Class | 10 | Driver's Licence No. | S74476380910427 | Class |
| 10 | 0 | 1 | Gender | M | DOB (Y/M/D) | 11 | Gender | M | DOB (Y/M/D) |
| 11 | 0 | 1 | Proper Licence for Vehicle | <input checked="" type="checkbox"/> Y | Suspended | 12 | Proper Licence for Vehicle | <input checked="" type="checkbox"/> Y | Suspended |
| 12 | 0 | 1 | Make | VOLVO | Year | 13 | Make | HONDA | Year |
| 13 | 0 | 1 | Model | VVN | Colour | 14 | Model | CVT | Colour |
| 14 | 0 | 1 | Plate No. | 8140PL | Provisional | 15 | Plate No. | BST1304 | Provisional |
| 15 | 0 | 1 | Owner (Last Name First) | VERSPEETEN CARTAGE LTD | As above | 16 | Owner (Last Name First) | SRISKANDARAYA, RAKUPARAN | As above |
| 16 | 0 | 1 | Insurance Company | ZURICH | Policy No. | 17 | Insurance Company | CERTAS | Policy No. |
| 17 | 0 | 1 | Carrier Jurisdiction | ON | CVOR No. | 18 | Carrier Jurisdiction | ON | CVOR No. |
| 18 | 0 | 1 | Make | | Plate No. | 19 | Make | | Plate No. |
| 19 | 0 | 1 | Owner (Last Name First) | | As vehicle above | 20 | Owner (Last Name First) | | As vehicle above |
| 20 | 0 | 1 | Insurance Company and Policy No. | | As Vehicle Above | 21 | Insurance Company and Policy No. | | As Vehicle Above |

| | | | | |
|----|---|---|------------------|---------------------|
| 21 | 1 | 0 | Vehicle Taken To | V1 Vehicle Taken To |
| 22 | 0 | 1 | Vehicle Taken By | V2 Vehicle Taken To |
| 23 | 0 | 1 | | POUND |
| 24 | 0 | 1 | | Vehicle Taken By |
| 25 | 0 | 1 | | CCC TOWING |

| | | | | | | |
|----|---|---|----------------------------------|----|------------------|----|
| 26 | 0 | 1 | Vehicle | V1 | Vehicle Taken To | V2 |
| 27 | 0 | 1 | Make | | Year | |
| 28 | 0 | 1 | Model | | Colour | |
| 29 | 0 | 1 | Plate No. | | Provisional | |
| 30 | 0 | 1 | Owner (Last Name First) | | As vehicle above | |
| 31 | 0 | 1 | Insurance Company and Policy No. | | As Vehicle Above | |

| | | | | | | |
|----|---|---|----------------------------------|----|------------------|----|
| 32 | 1 | 0 | Vehicle | V1 | Vehicle Taken To | V2 |
| 33 | 0 | 1 | Make | | Year | |
| 34 | 0 | 1 | Model | | Colour | |
| 35 | 0 | 1 | Plate No. | | Provisional | |
| 36 | 0 | 1 | Owner (Last Name First) | | As vehicle above | |
| 37 | 0 | 1 | Insurance Company and Policy No. | | As Vehicle Above | |

| | | | | | | |
|----|---|---|----------------------------------|----|------------------|----|
| 38 | 0 | 1 | Vehicle | V1 | Vehicle Taken To | V2 |
| 39 | 0 | 1 | Make | | Year | |
| 40 | 0 | 1 | Model | | Colour | |
| 41 | 0 | 1 | Plate No. | | Provisional | |
| 42 | 0 | 1 | Owner (Last Name First) | | As vehicle above | |
| 43 | 0 | 1 | Insurance Company and Policy No. | | As Vehicle Above | |

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|----|---|---|----------------------------------|----|------------------|----|
| 44 | 0 | 1 | Vehicle | V1 | Vehicle Taken To | V2 |
| 45 | 0 | 1 | Make | | Year | |
| 46 | 0 | 1 | Model | | Colour | |
| 47 | 0 | 1 | Plate No. | | Provisional | |
| 48 | 0 | 1 | Owner (Last Name First) | | As vehicle above | |
| 49 | 0 | 1 | Insurance Company and Policy No. | | As Vehicle Above | |

| | | | | | | |
|----|---|---|----------------------------------|----|------------------|----|
| 50 | 0 | 1 | Vehicle | V1 | Vehicle Taken To | V2 |
| 51 | 0 | 1 | Make | | Year | |
| 52 | 0 | 1 | Model | | Colour | |
| 53 | 0 | 1 | Plate No. | | Provisional | |
| 54 | 0 | 1 | Owner (Last Name First) | | As vehicle above | |
| 55 | 0 | 1 | Insurance Company and Policy No. | | As Vehicle Above | |

| | | | | | | |
|----|---|---|----------------------------------|----|------------------|----|
| 56 | 0 | 1 | Vehicle | V1 | Vehicle Taken To | V2 |
| 57 | 0 | 1 | Make | | Year | |
| 58 | 0 | 1 | Model | | Colour | |
| 59 | 0 | 1 | Plate No. | | Provisional | |
| 60 | 0 | 1 | Owner (Last Name First) | | As vehicle above | |
| 61 | 0 | 1 | Insurance Company and Policy No. | | As Vehicle Above | |

| | | | | | | |
|----|---|---|----------------------------------|----|------------------|----|
| 62 | 0 | 1 | Vehicle | V1 | Vehicle Taken To | V2 |
| 63 | 0 | 1 | Make | | Year | |
| 64 | 0 | 1 | Model | | Colour | |
| 65 | 0 | 1 | Plate No. | | Provisional | |
| 66 | 0 | 1 | Owner (Last Name First) | | As vehicle above | |
| 67 | 0 | 1 | Insurance Company and Policy No. | | As Vehicle Above | |

| | | | | | | |
|----|---|---|----------------------------------|----|------------------|----|
| 68 | 0 | 1 | Vehicle | V1 | Vehicle Taken To | V2 |
| 69 | 0 | 1 | Make | | Year | |
| 70 | 0 | 1 | Model | | Colour | |
| 71 | 0 | 1 | Plate No. | | Provisional | |
| 72 | 0 | 1 | Owner (Last Name First) | | As vehicle above | |
| 73 | 0 | 1 | Insurance Company and Policy No. | | As Vehicle Above | |

| | | | | | | |
|----|---|---|----------------------------------|----|------------------|----|
| 74 | 0 | 1 | Vehicle | V1 | Vehicle Taken To | V2 |
| 75 | 0 | 1 | Make | | Year | |
| 76 | 0 | 1 | Model | | Colour | |
| 77 | 0 | 1 | Plate No. | | Provisional | |
| 78 | 0 | 1 | Owner (Last Name First) | | As vehicle above | |
| 79 | 0 | 1 | Insurance Company and Policy No. | | As Vehicle Above | |

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|----|---|---|----------------------------------|----|------------------|----|
| 80 | 0 | 1 | Vehicle | V1 | Vehicle Taken To | V2 |
| 81 | 0 | 1 | Make | | Year | |
| 82 | 0 | 1 | Model | | Colour | |
| 83 | 0 | 1 | Plate No. | | Provisional | |
| 84 | 0 | 1 | Owner (Last Name First) | | As vehicle above | |
| 85 | 0 | 1 | Insurance Company and Policy No. | | As Vehicle Above | |

| | | | | | | |
|----|---|---|----------------------------------|----|------------------|----|
| 86 | 0 | 1 | Vehicle | V1 | Vehicle Taken To | V2 |
| 87 | 0 | 1 | Make | | Year | |
| 88 | 0 | 1 | Model | | Colour | |
| 89 | 0 | 1 | Plate No. | | Provisional | |
| 90 | 0 | 1 | Owner (Last Name First) | | As vehicle above | |
| 91 | 0 | 1 | Insurance Company and Policy No. | | As Vehicle Above | |

| | | | | | | |
|----|---|---|----------------------------------|----|------------------|----|
| 92 | 0 | 1 | Vehicle | V1 | Vehicle Taken To | V2 |
| 93 | 0 | 1 | Make | | Year | |
| 94 | 0 | 1 | Model | | Colour | |
| 95 | 0 | 1 | Plate No. | | Provisional | |
| 96 | 0 | 1 | Owner (Last Name First) | | As vehicle above | |
| 97 | 0 | 1 | Insurance Company and Policy No. | | As Vehicle Above | |

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|-----|---|---|----------------------------------|----|------------------|----|
| 98 | 0 | 1 | Vehicle | V1 | Vehicle Taken To | V2 |
| 99 | 0 | 1 | Make | | Year | |
| 100 | 0 | 1 | Model | | Colour | |
| 101 | 0 | 1 | Plate No. | | Provisional | |
| 102 | 0 | 1 | Owner (Last Name First) | | As vehicle above | |
| 103 | 0 | 1 | Insurance Company and Policy No. | | As Vehicle Above | |

| | | | | | | |
|-----|---|---|----------------------------------|----|------------------|----|
| 104 | 0 | 1 | Vehicle | V1 | Vehicle Taken To | V2 |
| 105 | 0 | 1 | Make | | Year | |
| 106 | 0 | 1 | Model | | Colour | |
| 107 | 0 | 1 | Plate No. | | Provisional | |
| 108 | 0 | 1 | Owner (Last Name First) | | As vehicle above | |
| 109 | 0 | 1 | Insurance Company and Policy No. | | As Vehicle Above | |

| | | | | | | |
|-----|---|---|----------------------------------|----|------------------|----|
| 110 | 0 | 1 | Vehicle | V1 | Vehicle Taken To | V2 |
| 111 | 0 | 1 | Make | | Year | |
| 112 | 0 | 1 | Model | | Colour | |
| 113 | 0 | 1 | Plate No. | | Provisional | |
| 114 | 0 | 1 | Owner (Last Name First) | | As vehicle above | |
| 115 | 0 | 1 | Insurance Company and Policy No. | | As Vehicle Above | |

| | | | | | | |
|-----|---|---|----------------------------------|----|------------------|----|
| 116 | 0 | 1 | Vehicle | V1 | Vehicle Taken To | V2 |
| 117 | 0 | 1 | Make | | Year | |
| 118 | 0 | 1 | Model | | Colour | |
| 119 | 0 | 1 | Plate No. | | Provisional | |
| 120 | 0 | 1 | Owner (Last Name First) | | As vehicle above | |
| 121 | 0 | 1 | Insurance Company and Policy No. | | As Vehicle Above | |

| | | | | | | |
|-----|---|---|----------------------------------|----|------------------|----|
| 122 | 0 | 1 | Vehicle | V1 | Vehicle Taken To | V2 |
| 123 | 0 | 1 | Make | | Year | |
| 124 | 0 | 1 | Model | | Colour | |
| 125 | 0 | 1 | Plate No. | | Provisional | |
| 126 | 0 | 1 | Owner (Last Name First) | | As vehicle above | |
| 127 | 0 | 1 | Insurance Company and Policy No. | | As Vehicle Above | |

| | | | | | | |
|-----|---|---|----------------------------------|----|------------------|----|
| 128 | 0 | 1 | Vehicle | V1 | Vehicle Taken To | V2 |
| 129 | 0 | 1 | Make | | Year | |
| 130 | 0 | 1 | Model | | Colour | |
| 131 | 0 | 1 | Plate No. | | Provisional | |
| 132 | 0 | 1 | Owner (Last Name First) | | As vehicle above | |
| 133 | 0 | 1 | Insurance Company and Policy No. | | As Vehicle Above | |

| | | | | | | |
|-----|---|---|----------------------------------|----|------------------|----|
| 134 | 0 | 1 | Vehicle | V1 | Vehicle Taken To | V2 |
| 135 | 0 | 1 | Make | | Year | |
| 136 | 0 | 1 | Model | | Colour | |
| 137 | 0 | 1 | Plate No. | | Provisional | |
| 138 | 0 | 1 | Owner (Last Name First) | | As vehicle above | |
| 139 | 0 | 1 | Insurance Company and Policy No. | | As Vehicle Above | |

| | | | | | | |
|-----|---|---|----------------------------------|----|------------------|----|
| 140 | 0 | 1 | Vehicle | V1 | Vehicle Taken To | V2 |
| 141 | 0 | 1 | Make | | Year | |
| 142 | 0 | 1 | Model | | Colour | |
| 143 | 0 | 1 | Plate No. | | Provisional | |
| 144 | 0 | 1 | Owner (Last Name First) | | As vehicle above | |
| 145 | 0 | 1 | Insurance Company and Policy No. | | As Vehicle Above | |

| | | | | | | |
|-----|---|---|----------------------------------|----|------------------|----|
| 146 | 0 | 1 | Vehicle | V1 | Vehicle Taken To | V2 |
| 147 | 0 | 1 | Make | | Year | |
| 148 | 0 | 1 | Model | | Colour | |
| 149 | 0 | 1 | Plate No. | | Provisional | |
| 150 | 0 | 1 | Owner (Last Name First) | | As vehicle above | |
| 151 | 0 | 1 | Insurance Company and Policy No. | | As Vehicle Above | |

COPY

This is Exhibit J referred to in the
Affidavit of Savannah Chorney sworn
before me, this 4th day of September, 2022



A handwritten signature in blue ink, consisting of several loops and a long horizontal stroke, positioned above a horizontal line.

A Commissioner for Taking Affidavits

**Contingency Fee Retainer Agreement:
Accident Benefits Claims**

Between:

HANSON DUBY LAWYERS
2 Clinton Place, Toronto, ONM6G 1J9
Tel.: 416 588 9100 Fax: 416 588 9102

-and-

RAKUPARAN SRISKANDARAJA

I have retained Hanson Duby Lawyers to act on your behalf in securing benefits as are available to me under the Statutory Accident Benefits Schedule, as amended, arising from a motor vehicle accident on

MVA - OCT/3/2017

By signing this retainer, I authorize Hanson Duby Lawyers to take all steps in connection with the proceeding as Hanson Duby, Lawyers may consider necessary and proper, and to employ such agents and retain counsel as Hanson Duby, Lawyers considers advisable.

In consideration of acting on my behalf, I agree to pay you no more than **30% plus H.S.T.**, and all applicable disbursements, for any lump sum settlements awarded. I understand that I am responsible to pay you fees forthwith after the receipt of the lump sum settlements awarded.

I understand that should there be any disbursements reasonably required to prosecute my claim with the insurance company, I shall be responsible for payment of all disbursements in relation thereto and that you may require that I supply a monetary retainer to cover such expenses.

Notwithstanding the above, I understand that if you deem it advisable to proceed to a Case Conference and/or Hearing before the Licensing Appeals Tribunal ("LAT") for any aspect of my claim, I acknowledge that I agree to pay you **33% plus H.S.T.** and disbursement on any lump-sum settlements awarded, whether for a partial settlement or full and final settlement of my accident benefits claim.

If, for any reason, I retain new counsel, my new counsel will pay Hanson Duby Lawyers' disbursements in full, forthwith, and honour the fee account for work performed to the time of termination of the retainer. The hourly rates for fees are set out in Tariff A for solicitors' fees under Rule 58.05 of the *Rules of Civil Procedure*.

If you mislead Hanson Duby Lawyers or misrepresent your claim, we reserve the right to ask for an interim payment of fees, and/or a retainer, and/or an increased retainer, or to withdraw our services. You hereby acknowledge that you are responsible for notifying Hanson Duby Lawyers for a material change in your condition which may affect your claim.

I hereby also acknowledge that you have advised me that I have a period of two (2) years from the date of the motor vehicle accident in which to commence an action in the Superior Court of Justice of Ontario for damages in tort.

Dated: _____

Oct 26/2017

Signature: _____

S. RAKU RAN

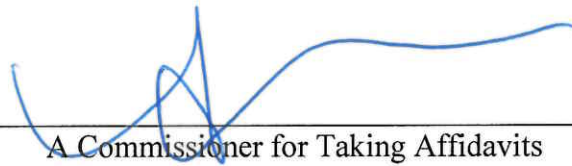
Dated: _____

Oct 26/2017

Hanson Duby Lawyers

Per: _____

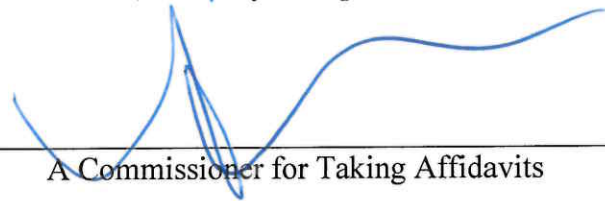
This is Exhibit K referred to in the
Affidavit of Savannah Chorney sworn
before me, this 14 day of September, 2022



A Commissioner for Taking Affidavits

| 17-321 SRISKANDARAYA, Rakuparan (DOL: October 3, 2017) | | | | |
|---|--|---------------|------------------|-----------------|
| Date | Type | Amount | HST (13%) | Total |
| Oct 26, 2017 | Administrative Fee | \$100 | N/A | \$100 |
| Nov 28, 2017 | Ministry of Health- OHIP Decoded Summary | \$74 | N/A | \$74 |
| Dec 19, 2017 | Medical Notes- Sunnybrook Health Sciences Centre (pre-payment) | \$30 | N/A | \$30 |
| March 6, 2018 | Clinical Notes and Records- Dr. Figurado | \$30 | N/A | \$30 |
| March 21, 2018 | Pharmacy Record- Total Health Pharmacy | \$150 | N/A | \$150 |
| June 20, 2018 | Motor Vehicle Accident Report- OPP Toronto | \$37.39 | \$4.86 | \$42.25 |
| Oct 16, 2018 | Updated Clinical Notes and Records- Dr. Figurado | \$35 | N/A | \$35 |
| Jan 22, 2019 | Updated Clinical Notes and Records- Dr. Figurado | \$35 | N/A | \$35 |
| Sept 6, 2019 | Updated Clinical Notes and Records- Dr. Figurado | \$35 | N/A | \$35 |
| | | | | |
| August 18, 2020 | TOTAL | \$526.39 | \$4.86 | \$531.25 |

This is Exhibit L referred to in the
Affidavit of Savannah Chorney sworn
before me, this 1 day of September, 2022



A Commissioner for Taking Affidavits



June 18, 2019

VIA REGULAR MAIL & EMAIL: raku1991@hotmail.com & sinthu858@hotmail.com

Mr. Rakuparan Sriskandaraya
Mr. Thiruchelvam Sithamparappillai
62 Masken Circle
Brampton, ON L7A 4K3

Dear Mr. Sriskandaraya & Mr. Sithamparappillai:

RE: Motor Vehicle Accident - Tort Claim
Date of Loss: October 3, 2017
Our File Nos.: 17-321 & 17-322

We have had the opportunity to review the evidence in support of a potential tort claim. Regrettably, for the reasons set out below, we do not believe you will succeed with a claim for pain and suffering in tort.

In Ontario, you can recover damages for pain and suffering if you sustain a serious and permanent impairment of an important physical or psychological function. An injury is considered serious if it prevents you from resuming your usual occupation or substantially interferes with your ability to perform your activities of daily living. Additionally, damages for pain and suffering are subject to an indexed deductible of \$30,000. As of 2019, the deductible is \$38,818.97 and will increase each January 1st.

On review of your file, it appears you have sustained primarily soft-tissue injuries with some depression and anxiety. There is no evidence to indicate these impairments substantially interfere with your activities of daily living or ability to earn an income. You are still being treated within the Minor Injury Guideline, which suggests your injuries are relatively minor and require minimal treatment for recovery. Leaving aside the issue of the verbal threshold, juries have awarded damages for injuries similar to yours within the range of \$0 to \$10,000. There is considerable risk that a Jury will not award damages in excess of the deductible.

Finally, it should be noted that the Defendant is insured with Aviva Canada. Aviva takes a very aggressive approach to defending actions such as yours and will not enter into meaningful negotiations before trial. The costs to pursue your action will likely exceed any potential recovery.



This letter shall serve as notice that we will not issue a Statement of Claim on your behalf. If you wish for us to issue a Claim we will require a retainer of \$25,000. We require a retainer as there is considerable risk of no recovery on your claim.

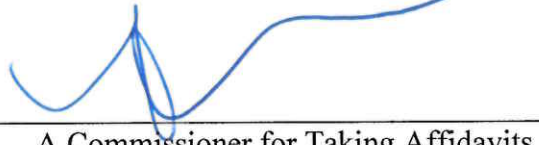
Please note that the limitation date for commencing an action expires on October 3, 2019. If an action is not commenced before that date, your right to claim damages will be forever barred.

Yours truly,

A handwritten signature in black ink, appearing to be 'Brad Duby', with a stylized flourish extending to the right.

Brad Duby
/sk

This is Exhibit M referred to in the
Affidavit of Savannah Chorney sworn
before me, this 17 day of September, 2022

A handwritten signature in blue ink, consisting of a series of loops and curves, positioned above a horizontal line.

A Commissioner for Taking Affidavits



Court File No.:

**ONTARIO
SUPERIOR COURT OF JUSTICE**

Electronically issued : 24-Aug-2020
Délivré par voie électronique
Brampton

RAKUPARAN SRISKANDARAYA

Plaintiff

and

DANI G. GIBSON and VERSPEETEN CARTAGE LTD.

Defendants

STATEMENT OF CLAIM

TO THE DEFENDANTS

A LEGAL PROCEEDING HAS BEEN COMMENCED AGAINST YOU by the Plaintiff. The claim made against you is set out in the following pages.

IF YOU WISH TO DEFEND THIS PROCEEDING, you or an Ontario lawyer acting for you must prepare a statement of defence in Form 18A prescribed by the Rules of Civil Procedure, serve it on the Plaintiff's lawyers or, where the Plaintiff does not have a lawyer, serve it on the Plaintiff, and file, with proof of service, in this court office, **WITHIN TWENTY DAYS** after this statement of claim is served on you, if you are served in Ontario.

If you are served in another province or territory of Canada or in the United States of America, the period for serving and filing your statement of defence is forty days. If you are served outside Canada and the United States of America, the period is sixty days.

Instead of serving and filing a statement of defence, you may serve and file a notice of intent to defend in Form 18B prescribed by the Rules of Civil Procedure. This will entitle you to ten more days within which to serve and file your statement of defence.

IF YOU FAIL TO DEFEND THIS PROCEEDING, JUDGMENT MAY BE GIVEN AGAINST YOU IN YOUR ABSENCE AND WITHOUT FURTHER NOTICE TO YOU.

IF YOU WISH TO DEFEND THIS PROCEEDING BUT ARE UNABLE TO PAY LEGAL FEES, LEGAL AID MAY BE AVAILABLE TO YOU BY CONTACTING A LOCAL LEGAL AID OFFICE.

IF YOU PAY THE PLAINTIFF'S CLAIM, and \$..... for costs, within the time for serving and filing your statement of defence you may move to have this proceeding dismissed by the court. If you believe the amount claimed for costs is excessive, you may pay the plaintiff's claim and \$400 for costs and have the costs assessed by the court.

TAKE NOTICE: THIS ACTION WILL AUTOMATICALLY BE DISMISSED if it has not been set down for trial or terminated by any means within five years after the action was commenced unless otherwise ordered by the court.

Date:

Issued by: _____
Local Registrar

A. Grenville & William Davis Courthouse
7755 Hurontario Street
Brampton, ON L6W 4T6

TO: **Dani G. Gibson**
409 – 136 Concession St. E.
Tillsonburg, Ontario
N4G 1P7

TO: **Verspeeten Cartage Ltd.**
274129 Wallace Line
Ingersoll, Ontario
N5C 3J7

CLAIM

1. The Plaintiff claims:

- (a) General and Special Damages in the amount of \$1,000,000.00;
- (b) Pre-judgment interest on damages pursuant to the provisions of the *Courts of Justice Act*, R.S.O. 1990, c. C. 43, as amended (hereinafter “*Courts of Justice Act*”);
- (c) Post-judgment interest on damages pursuant to the provisions of the *Courts of Justice Act*, R.S.O. 1990, c. C. 43, as amended (hereinafter “*Courts of Justice Act*”);
- (d) Costs of this Action on a substantial indemnity scale plus Harmonized Sales Tax;
- (e) Such further and other relief as this Honourable Court deems just.

THE PARTIES:

2. The Plaintiff, Rakuparan Sriskandaraya, resides in the City of Brampton, in the Province of Ontario. At all material times, the Plaintiff was the owner and operator of a 2013 Honda motor vehicle bearing Ontario license plate number BSTT304 (hereinafter referred to as “the Plaintiff’s motor vehicle”).

3. The Defendant, Dani G. Gibson (hereinafter referred to as “Dani”) is an individual residing in the Town of Tillsonburg, in the Province of Ontario. At all material times, Dani was the operator of a 2014 Volvo motor vehicle bearing the Ontario license plate number 8140PL (hereinafter referred to as “the Defendants’ motor vehicle”).

4. The Defendant, Verspeeten Gartage Ltd. (hereinafter referred to as “Verspeeten”) is a business in the Town of Ingersol which is licensed to carry on business as a cartage company. At all material times, Verspeeten was the registered plate owner of the Defendants’ motor vehicle.

5. The Plaintiff states, and the fact is, that Verspeeten is in law, wholly liable for the negligence of Dani. The Plaintiff pleads and relies upon s. 192 of the *Highway Traffic Act* R.S.O. c-H. 8 in this regard.

THE COLLISION:

6. On or about October 3, 2017, the Plaintiff's motor vehicle was travelling eastbound on Highway 401, near Keele Street, in the City of Toronto, in the Province of Ontario. At the same time, the Defendants' motor vehicle was travelling eastbound on Highway 401, near Keele Street, when the Defendant, suddenly and without warning, made an unsafe lane change, violently striking the Plaintiff's motor vehicle.

NEGLIGENCE OF THE DEFENDANTS:

7. The Plaintiff states that the collision aforementioned was caused solely by the negligence of the Defendants, the particulars of the Defendants' negligence are as follows:

A. As Against Dani:

1. he made a lane change when it was unsafe to do so;
2. he was travelling at an excessive rate of speed considering the circumstances and as such he could not control his motor vehicle within his range of vision;
3. he failed to keep a proper lookout;
4. he failed to keep his motor vehicle under proper control;
5. on the occasion in question he was an incompetent driver lacking in reasonable skill and self-command and ought not to have attempted to operate a motor vehicle;
6. he failed to have the brakes on his motor vehicle in proper working order or, in the alternative he failed to apply them properly or at all;

7. he failed to give any warning to the Plaintiff of the approach of his motor vehicle although such warning was reasonably necessary under the circumstances;
8. he failed to equip his motor vehicle with adequate or sufficient lights or to keep the same in a fit and proper working condition or, in the alternative, he failed to have his lights turned on;
9. he permitted persons to ride in the front seat of his motor vehicle, in such a manner so as to interfere with the control of said motor vehicle, contrary to s. 162 of the *Highway Traffic Act*, R.S.O. 1990, c. H.8, and all amendments thereto;
10. he applied the brakes and used the steering wheel or apparatus of his motor vehicle carelessly and incompetently, thereby causing the said vehicle to skid and the driver to lose control thereof;
11. he failed to slow down or stop sufficiently so as to avoid a collision with the Plaintiff's motor vehicle;
12. he could have and should have seen the Plaintiff's motor vehicle and he could have and should have avoided the accident;
13. he failed to observe, read or heed the warning sign on said road;
14. he failed to take reasonable care to avoid an accident which he saw or should have seen was likely to occur;
15. he failed to exercise due care and skill in the management of his motor vehicle;
16. he failed to operate and maintain his motor vehicle with proper lights as required by s. 62 of the *Highway Traffic Act*, R.S.O. 1990, c. H.8, and the amendments thereto and the regulations thereunder;
17. he failed to observe the Rules of the Road as required by the *Highway Traffic Act*, R.S.O. 1990, c. H.8, as amended;
18. he had the last clear chance to avoid the collision and failed to avail himself of this chance;
19. he made an unexpected maneuver without giving a proper warning;
20. he failed to have his motor vehicle in a fit and proper condition, suitable for its safe operation upon a highway;
21. he was driving at such a rate of speed that he could not control his motor vehicle within his range of vision;
22. he failed to bring his motor vehicle to a stop immediately;

u

23. he failed to yield to the Plaintiff's motor vehicle the right of way to which it was entitled under the circumstances;
24. he failed to allow the right of way to the Plaintiff, as was required under the circumstances;
25. he failed to give any adequate signal or warning to the Plaintiff of his approach or intended course;
26. he failed to observe and obey the traffic signals there and then existing;
27. by the exercise of reasonable care he might and could have seen the Plaintiff's motor vehicle and could have avoided the accident;
28. he was, for the time being, incompetent and lacking in reasonable self-command;
29. he failed to heed the warning signal given by the Plaintiff;
30. he had the last clear chance to avoid the accident;
31. he failed to keep a proper lookout and therefore he failed to discover the presence of danger visible and obvious to a reasonable person or to an ordinary and prudent person;
32. he failed to keep a proper lookout and failed to see the brake lights displayed by the vehicle stopped ahead of him;
33. he voluntarily permitted himself to arrive at such a condition, resulting from the consumption of alcoholic beverages, that his normal faculties, apperception, will and judgment were impaired to such an extent that when driving a motor vehicle he was a menace to himself and to the public;
34. he permitted himself to arrive at such a condition from drinking alcoholic beverages, or absorbing drugs, that his normal faculties, apperception, will and judgment were so affected that he no longer had the capacity to operate a motor vehicle with the caution characteristic of a reasonably careful driver who has not consumed such beverages or absorbed such drugs;
35. he operated a motor vehicle while his ability to do so was impaired by alcohol, drugs, fatigue or a combination thereof;
36. he created a situation of emergency, danger and a trap for the Plaintiff from which, despite all precautions, he could not extricate himself;
37. he followed the Plaintiff's motor vehicle more closely than was reasonable and prudent having due regard for the speed of his motor vehicle and the traffic on and

the condition of the highway, contrary to s. 158 of the *Highway Traffic Act*, R.S.O. 1990, c. H.8, and all amendments thereto;

38. he failed to use due care and attention in the management of his motor vehicle, or reasonable consideration for other persons using the highway as required by s. 130 of the *Highway Traffic Act*, R.S.O. 1990, c. H.8, as amended;
39. he failed to utilize appropriate eyewear when it was reasonable to do so under the circumstances;
40. at all material times his faculties of observation, judgment and self-control were impaired due to use of a cellular telephone, radio, CD player, cassette player, or a combination thereof; and
41. the young and inexperienced driver failed to pay adequate attention to the road and the conditions around him.

B. As Against Verspeeten:

1. they permitted Dani to operate the Defendants' motor vehicle when they knew or ought to have known that under the circumstances, he was an incompetent driver lacking in reasonable skill and self-command who ought not to have attempted to operate the Defendants' motor vehicle;
2. they permitted Dani to operate the Defendants' motor vehicle when they knew or ought to have known that he was incapable of operating the Defendants' motor vehicle with the caution and care necessary having regard to the traffic and weather conditions there and then existing;
3. they failed to have the brakes, steering mechanism and/or other equipment on the Defendants' motor vehicle in a proper working order; and
4. they negligently entrusted the Defendants' motor vehicle to Dani when they knew or ought to have known that he had an extensive driving record and was a poor driver.

INJURIES AND IMPAIRMENTS

8. As a direct result of the collision, the Plaintiff has sustained serious and permanent impairments of important physical, mental and psychological functions, which include the following serious and lasting permanent injuries:

- (a) Tearing and straining of the muscles of his thoracic lumbar, sacral and cervical spine causing pain and limited range of motion;
- (b) Dislocation, sprain and strain of the joints and ligaments of his lumbar spine, sacral spine, thoracic and cervical spine;
- (c) Cervicogenic headaches;
- (d) Neck and shoulder pain;
- (e) Back pain;
- (f) Mobility issues and difficulty bending;
- (g) Photosensitivity and sonophobia;
- (h) Nightmares, Fatigue and Insomnia;
- (i) Stress and Irritability;
- (j) Fear of being in a vehicle;
- (k) Anxiety and Depression;
- (l) Low energy;
- (m) Weight gain;
- (n) Post Traumatic Stress Disorder;
- (o) Chronic Pain Disorder;
- (p) Psychological Disorder;
- (q) Mood Disorder; and
- (r) Cognitive deficiencies including poor memory, poor attention, frustration, poor concentration, poor co-ordination, amnesia, closed head injury, brain damage, and impairment of mental functioning.

8.1 The Plaintiff states, and the fact is, that the nature of his injuries was not discoverable

through the exercise of reasonable diligence, prior to being diagnosed with a permanent and serious impairment, and relies upon s. 5 of the *Limitations Act*, 2002, S.O. 2002, c. 24, Sched. B in this regard.

DETRIMENTAL IMPACT

9. As a result of the serious and permanent physical and psychological injuries that he has sustained, the Plaintiff has been forced to significantly limit his activities of daily living and the ability to carry on with a normal life. The Plaintiff's injuries have caused and will continue to cause him pain and suffering.

10. As a result of the collision and the injuries he sustained, the Plaintiff is severely compromised in his employability given the nature of his injuries, as well as his education, training and experience. The Plaintiff has sustained a significant loss of competitive advantage in the workplace, significant reduction of past and future earnings, and the Plaintiff will be at a significantly higher risk of being unemployed or underemployed in the future.

11. As a further result of the injuries he sustained as a direct result of the collision, the Plaintiff:

- (a) Has sustained a loss of enjoyment of life;
- (b) Has sustained a loss of amenities of life;
- (c) Is unable to participate in recreational activities;
- (d) Is unable to participate in social activities;
- (e) Is unable to participate in household activities; and
- (f) Is unable to participate in caregiver activities, at all, or to the extent to which he participated in such activities prior to the collision.

12. The Plaintiff has undergone and will continue to undergo in the future hospitalization, therapy, rehabilitation, attendant care, the use of specialized equipment, specialized housing, and other forms or medical treatment and healthcare. In addition, he has received and will continue to receive medications. He has incurred and will continue to incur expenses with respect to same.

13. As a further result of the injuries he sustained as a direct result of the collision, the Plaintiff has and will continue to undergo:

- (a) Therapy;
- (b) Rehabilitation;
- (c) Psychological counselling;
- (d) Ingestion of medication; and
- (e) Other forms of medical treatment and healthcare.

14. The Plaintiff has incurred and will continue to incur expenses for household chores, as he is not able to perform household activities to the extent that he was able to do so before the collision.

15. The Plaintiff has incurred and will continue to incur expenses for attendant care, as he is not able to perform his personal care activities to the extent he was able to do so before the collision.

16. The Plaintiff has incurred and will continue to incur expenses for caregiver activities, as he is not able to perform caregiver activities to the extent that he was able to do so before the collision.

17. The Plaintiff pleads and relies upon the provisions of the *Insurance Act*, R.S.O. 1990, c. I.8, the *Highway Traffic Act*, R.S.O. 1990, c. H.8, the *Negligence Act*, R.S.O. 1990, c. N.1, the *Limitations Act*, S.O. 2002, c.24, Sched. B, and all amendments and regulations thereto.

PLACE OF TRIAL:

18. The Plaintiff proposes that this Action be tried in the City of Brampton, in the Province of Ontario.

Dated:

SOKOLOFF LAWYERS
2 Automatic Road
Unit 105
Brampton, PN L6S 6K9

Savannah Chorney
LSUC No. 57656V
Tel.: (416) 966-4878
Fax: (416) 966-8865

Lawyers for the Plaintiff

Court File No.:

RAKUPARAN SRISKANDARAYA

and

DANI G. GIBSON et al.

Plaintiff

Defendants

SUPERIOR COURT OF JUSTICE

PROCEEDING COMMENCED AT BRAMPTON

STATEMENT OF CLAIM

SOKOLOFF LAWYERS

2 Automatic Road
Unit 105
Brampton, ON L6S 6K9

Savannah V. Chorney

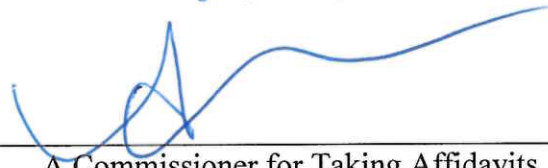
LSUC No. 57656V

Tel: (416) 966-4878

Fax: (416) 966-8865

Lawyers for the Plaintiff

This is Exhibit N referred to in the
Affidavit of Savannah Chorney sworn
before me, this 5 day of September, 2022

A handwritten signature in blue ink, consisting of a series of loops and a long horizontal stroke extending to the right.

A Commissioner for Taking Affidavits



Court File No.:

**ONTARIO
SUPERIOR COURT OF JUSTICE**

Electronically issued : 25-Sep-2020
Délivré par voie électronique
Brampton

RAKUPARAN SRISKANDARAYA

Plaintiff

and

**BRAD DUBY, DANA B. HANSON,
HANSON DUBY LAWYERS, and DUBY & ASSOCIATES**

Defendants

STATEMENT OF CLAIM

TO THE DEFENDANTS

A LEGAL PROCEEDING HAS BEEN COMMENCED AGAINST YOU by the plaintiff(s). The claim made against you is set out in the following pages.

IF YOU WISH TO DEFEND THIS PROCEEDING, you or an Ontario lawyer acting for you must prepare a statement of defence in Form 18A prescribed by the Rules of Civil Procedure, serve it on the plaintiff(s) lawyer(s) or, where the plaintiff(s) do(es) not have a lawyer, serve it on the plaintiff(s), and file, with proof of service, in this court office, WITHIN TWENTY DAYS after this statement of claim is served on you, if you are served in Ontario.

If you are served in another province or territory of Canada or in the United States of America, the period for serving and filing your statement of defence is forty days. If you are served outside Canada and the United States of America, the period is sixty days.

Instead of serving and filing a statement of defence, you may serve and file a notice of intent to defend in form 18B prescribed by the Rules of Civil Procedure. This will entitle you to ten more days within which to serve and file your statement of defence.

IF YOU FAIL TO DEFEND THIS PROCEEDING, JUDGMENT MAY BE GIVEN AGAINST YOU IN YOUR ABSENCE AND WITHOUT FURTHER NOTICE TO YOU.

IF YOU WISH TO DEFEND THIS PROCEEDING BUT ARE UNABLE TO PAY LEGAL FEES, LEGAL AID MAY BE AVAILABLE TO YOU BY CONTACTING A LOCAL LEGAL AID OFFICE.

IF YOU PAY THE PLAINTIFF'S CLAIM, and \$10,000 for costs, within the time for serving and filing your statement of defence you may move to have this proceeding dismissed by the court. If you believe the amount claimed for costs is excessive, you may pay the plaintiff's claim and \$400 for costs and have the costs assessed by the court.

TAKE NOTICE: THIS ACTION WILL AUTOMATICALLY BE DISMISSED if it has not been set down for trial or terminated by any means within five years after the action was commenced unless otherwise ordered by the court.

Date:

Issued by: _____

Local Registrar

A Grenville & William Davis Courthouse
7755 Hurontario Street
Brampton, ON L6W 4T6

TO: **Brad Duby**
Duby & Associates
2 Clinton Place
Toronto, Ontario
M6G 1J9

Dana B. Hanson
Hanson Mediation
48 Westmoreland Avenue
Toronto, Ontario
M6H 2Z7

Hanson Duby Lawyers
2 Clinton Place
Toronto, Ontario
M6G 1J9

Duby & Associates
2 Clinton Place
Toronto, Ontario
M6G 1J9

CLAIM

1. The Plaintiff claims:
 - (a) General and Special Damages in the amount of \$1,000,000.00;
 - (b) Pre-judgment interest on damages pursuant to the provisions of the *Courts of Justice Act*, R.S.O. 1990, c. C. 43, as amended (hereinafter “*Courts of Justice Act*”);
 - (c) Post-judgment interest on damages pursuant to the provisions of the *Courts of Justice Act*, R.S.O. 1990, c. C. 43, as amended (hereinafter “*Courts of Justice Act*”);
 - (d) Costs of this Action on a substantial indemnity scale plus Harmonized Sales Tax;
 - (e) Such further and other relief as this Honourable Court deems just.

THE PARTIES:

2. The Plaintiff, Rakuparan Sriskandaraya, (hereinafter referred to as “the Plaintiff”) resides in the City of Brampton, in the Province of Ontario. At all material times, the Plaintiff was the owner and operator of a 2013 Honda motor vehicle bearing Ontario license plate number BSTT304 (hereinafter referred to as “the Plaintiff’s motor vehicle”), and was at all material times a client of the Defendant lawyers and firms.

2. The Defendant, Brad Duby (hereinafter referred to as “The Defendant Duby”), is a barrister and solicitor licensed to practice law by the Law Society of Ontario, and was at all material times a partner at Hanson Duby Lawyers and Duby & Associates.

3. The Defendant, Dana B. Hanson (hereinafter referred to as “The Defendant Hanson”), is a barrister and solicitor licensed to practice law by the Law Society of Ontario, and was at all material times a partner at Hanson Duby Lawyers.

4. The Defendant, Hanson Duby Lawyers (hereinafter referred to as “the Defendant Hanson Duby”), was a law firm carrying on business in the City of Toronto, in the Province of Ontario.

5. The Defendant, Duby & Associates (hereinafter referred to as “the Defendant Duby & Associates”), is a law firm carrying on business in the City of Toronto, in the Province of Ontario.

THE COLLISION:

6. On or about October 30, 2016, the Plaintiff’s motor vehicle was travelling westbound on Eglinton Avenue West approaching its intersection with Martin Grove Road, in the City of Toronto, in the Province of Ontario. The Plaintiff stopped behind another vehicle due to a red traffic signal when, suddenly and without warning, he was struck from the rear a third party motorist. The Plaintiff’s vehicle was subsequently pushed into another third party vehicle.

CLAIM AGAINST THE DEFENDANTS BRAD DUBY, DANA B. HANSON, HANSON DUBY LAWYERS, and DUBY & ASSOCIATES.

7. On or around October 26, 2017, the Plaintiff met with lawyers at the Defendant firm, Hanson Duby. The purpose of this meeting was to obtain legal advice with respect to the above noted motor vehicle accident and his respective claim.

8. During said meeting, the Plaintiff was advised that the Defendant firm Hanson Duby would be working on both his accident benefits claim and his third party claim.

9. As a result of the said motor vehicle collision, the Plaintiff sustained injuries and impairments, full particulars of which were given to the associates of the Defendant firm Hanson Duby at the time of the said meeting.

10. As a result of the meeting, the Plaintiff signed a Retainer Agreement.

11. Upon review of the file received from Duby & Associates it appears that at no time was the at fault driver or their Insurer ever put on notice.

12. The Plaintiff's file was under the carriage of the Defendant firm Hanson Duby, and subsequently Duby & Associates, until about August 12, 2020. The Defendant firm, Duby & Associates did not take any steps to advance the Plaintiff's tort claim against the at fault driver. Steps were taken to advance his Accident Benefits Claim by commencing an Application at the License Appeal Tribunal, but on the day of the Case Conference the Application to the License Appeal Tribunal was withdrawn without the Plaintiff's instructions.

13. The Defendants failed to ensure that the letter that was emailed to the Plaintiff advising the Plaintiff that the Defendants were not commencing an action on his behalf against the at fault driver who was responsible for the accident was actually received and understood.

14. The Plaintiff relied on the representations made by the Defendants and their associates at the initial consultation, and during subsequent communications, that they would manage all of his respective claims arising from the subject accident in accordance with their Retainer.

15. In the event that the Plaintiff's claims against the at fault driver and/or his Accident Benefits Insurer are statute barred because limitation periods have expired, the Plaintiff pleads, and the fact is, that any and all missed limitations occurred due to the negligence and/or breach of contract of the Defendants, the particulars of which are as follows:

- a) they failed to meet the appropriate standard of care;
- b) they failed to commence an action in time;
- c) in the alternative, they failed to notify the Plaintiff and ensure that the Plaintiff understood that they would not be commencing an action on his behalf before two years from the date of the accident;
- d) they failed to purchase, utilize, maintain, and/or manage a proper reminder/tickler system;
- e) they delegated elements of the legal work to be performed on behalf of the Plaintiff to non-lawyers and to lawyers with less than the necessary expertise to handle the functions requested of the Defendants; and
- f) they did not order the necessary records with respect to special damages and medical records with respect to the injuries and treatment, and did not develop the Plaintiff's claim properly or at all with respect to liability and damages.
- g) They fully and completely mismanaged both of the Plaintiff's Accident Benefits and Tort Claims;
- h) They failed to provide competent legal advice;
- i) They failed to do a timely update and obtain updated medical information and documentation in support of the Accident Benefits Claim;

21. The statute of limitation to commence a third party claim against the at fault driver may be statute barred and as a result the Plaintiff has potentially been deprived of seeking general and

special damages, including prejudgment interest on his damages from October 3, 2017 to date, as a direct result of the Defendants' negligence and breach of contract.

22. The Plaintiff states that because the Defendants did not act as reasonably competent, diligent solicitors, and/or paralegals and because the Defendants were negligent and in breach of their contract with the Plaintiff, and in breach of the fiduciary duty which they owed to the Plaintiff, the Plaintiff has suffered the above mentioned damages.

23. The Plaintiff alleges that the Defendants, by the lapse of due diligence and care, negligently and in breach of contractual duty failed to issue a Statement of Claim within the required time limitation for so doing, thereby causing the Plaintiff to lose his right of action against the at fault driver and owner of the at fault vehicle as aforementioned, thereby sustaining the damages alleged.

24. The Plaintiff alleges that the Defendants, by the lapse of due diligence and care, negligently and in breach of contractual duty failed to commence an Application before the Licencing Appeals Tribunal within the required time limitation and so doing, or alternatively, by withdrawing the said Application without the Plaintiff's instructions, thereby causing the Plaintiff to lose his right to claim benefits against his Accident Benefits Insurer.

25. In the alternative, it is pleaded that the Defendants failed to adequately or at all inform and/or explain to the Plaintiff the nature of his claims and obtain instructions in this regard.

26. The Plaintiff pleads and relies on the *Negligence Act*, R.S.O. 1990, as amended and the *Rules of Professional Conduct*, adopted by Convocation June 22, 2000, effective November 1, 2000.

INJURIES AND IMPAIRMENTS:

27. As a result of the aforesaid collision, the Plaintiff has sustained serious and permanent impairments of important physical, mental and psychological functions, which include the following serious and lasting permanent personal injuries:

- (a) Tearing and straining of the muscles of his thoracic lumbar, sacral and cervical spine causing pain and limited range of motion;
- (b) Dislocation, sprain and strain of the joints and ligaments of his lumbar spine, sacral spine, thoracic and cervical spine;
- (c) Tension headaches and migraines;
- (d) Chronic back pain;
- (e) Bursitis of the knees (bilateral);
- (f) Bilateral knee pain;
- (g) Mobility problems;
- (h) Leg pain and decreased sensation;
- (i) Dizziness;
- (j) Fatigue and Insomnia;
- (k) Stress and Irritability;
- (l) Anxiety and Depression;
- (m) Problems with concentration and attention;
- (n) Low energy;

- (o) Post Traumatic Stress Disorder;
- (p) Chronic Pain Disorder;
- (q) Chronic major depressive disorder;
- (r) Mood Disorder; and
- (s) Cognitive deficiencies including poor memory, poor attention, frustration, poor concentration, poor co-ordination, amnesia, closed head injury, brain damage, and impairment of mental functioning.

DETRIMENTAL IMPACT:

27. As a result of the serious and permanent physical and psychological injuries that he has sustained, the Plaintiff has been forced to significantly limit his activities of daily living and the ability to carry on with a normal life. The Plaintiff's injuries have caused and will continue to cause him pain and suffering.

28. As a result of the collision and the injuries he sustained, the Plaintiff is severely compromised in his employability given the nature of his injuries, as well as his education, training and experience. The Plaintiff has sustained a significant loss of competitive advantage in the workplace, significant reduction of past and future earnings, and will be at a significantly higher risk of being unemployed or underemployed in the future.

29. As a further result of the injuries he sustained as a direct result of the collision, the Plaintiff:

- (a) Has sustained a loss of enjoyment of life;

- (b) Has sustained a loss of amenities of life;
- (c) Is unable to participate in recreational activities;
- (d) Is unable to participate in social activities;
- (e) Is unable to participate in household activities; and
- (f) Is unable to participate in caregiver activities, at all, or to the extent to which he participated in such activities prior to the collision.

30. The Plaintiff has undergone and will continue to undergo in the future hospitalization, therapy, rehabilitation, attendant care, the use of specialized equipment, specialized housing, and other forms or medical treatment and healthcare. In addition, he has received and will continue to receive medications. He has incurred and will continue to incur expenses with respect to same.

31. As a further result of the injuries he sustained as a direct result of the collision, the Plaintiff has and will continue to undergo:

- (a) Therapy;
- (b) Rehabilitation;
- (c) Psychological counselling;
- (d) Ingestion of medication; and
- (e) Other forms of medical treatment and healthcare.

32. The Plaintiff could not have known that he suffered a permanent serious impairment of an important physical, psychological or mental function through the exercise of diligence prior to the

expiration of the limitation period. He Plaintiff pleads and relies upon s.4 of the *Limitations Act*, 2002, in this regard.

33. The Plaintiff has incurred and will continue to incur expenses for household chores, as he is not able to perform household activities to the extent that he was able to do so before the collision.

34. The Plaintiff has incurred and will continue to incur expenses for attendant care, as he is not able to perform his personal care activities to the extent he was able to do so before the collision.

35. The Plaintiff has incurred and will continue to incur expenses for caregiver activities, as he is not able to perform caregiver activities to the extent that he was able to do so before the collision.

36. The Plaintiff proposes that this action be tried at the City of Brampton, in the Province of Ontario.

Dated:

SOKOLOFF LAWYERS

2 Automatic Road
Unit 105
Brampton, PN L6S 6K9

Savannah Chorney

LSUC No. 57656V
Tel.: (416) 966-4878
Fax: (416) 966-8865

Lawyers for the Plaintiff

Court File No.:

RAKUPARAN SRISKANDARAYA

and

BRAD DUBY et al.

Plaintiff

Defendants

SUPERIOR COURT OF JUSTICE

PROCEEDING COMMENCED AT BRAMPTON

STATEMENT OF CLAIM

SOKOLOFF LAWYERS

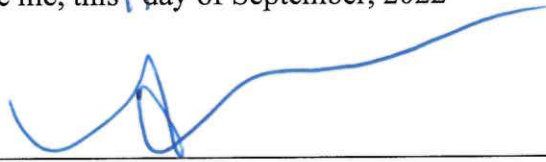
2 Automatic Road
Unit 105
Brampton, ON L6S 6K9

Savannah V. Chorney

LSUC No. 57656V
Tel: (416) 966-4878
Fax: (416) 966-8865

Lawyers for the Plaintiff

This is Exhibit O referred to in the
Affidavit of Savannah Chorney sworn
before me, this 17 day of September, 2022

A handwritten signature in blue ink, consisting of a series of loops and a long horizontal stroke extending to the right.

A Commissioner for Taking Affidavits



Application by an Injured Person for Auto Insurance Dispute Resolution under the *Insurance Act*

Important Information

- You must complete all sections of this form and attach additional information and/or documents as required.
- You must send a copy of this application to the Insurance Company or the Insurance Company's Representative (if known).
- On this form the Injured Person is referred to as "the Claimant".
- The processing of an application could be delayed if information or documents are missing.

Fields marked with an asterisk (*) are mandatory.

Claimant Information

Is the application being filed by the Claimant's Representative? *

Yes No

Claimant Name

| | | |
|---------------|--------------|----------------|
| Last Name * | First Name * | Middle Initial |
| Sriskandaraya | Rakuparan | |

Claimant Mailing Address

| | | | |
|-------------|------------------|-------------------|--------|
| Unit Number | Street Number * | Street Name * | PO Box |
| | 62 | Masken Circle | |
| City/Town * | Province/State * | Postal/Zip Code * | |
| Brampton | Ontario | L7A 4K3 | |
| Country * | | | |
| Canada | | | |

One of the following fields must be completed daytime phone, alternate phone or email address: *

| | | |
|-------------------|-----------------|------------|
| Daytime Phone | Alternate Phone | Fax Number |
| 647 712-3393 ext. | | |
| Email Address | | |
| | | |

| | |
|------------------------------|---|
| Date of Birth (yyyy-mm-dd) * | Gender: ** |
| 1991-04-27 | <input checked="" type="checkbox"/> Male <input type="checkbox"/> Female <input type="checkbox"/> Other Gender Identity |

Preferred Language: *

English French Other If Other, please type or select a language. * English

What is your preferred method of communication with the Tribunal? *

Email Fax Regular Mail

Note: If you check email you are consenting to the delivery of communications and some documents by email. However, applications and responses are currently **only accepted** via fax, regular mail or delivery.

| | |
|---|---|
| Is the Claimant under 18 years old? * | Is the Claimant mentally incapable? * |
| <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No | <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No |

Representative's Contact Information (if Claimant is represented)

Contact Name

| | | |
|-------------|--------------|----------------|
| Last Name * | First Name * | Middle Initial |
| Duby | Brad | |

Company/Firm Name
Brad Duby Professional Corporation

Mailing Address

| | | | |
|-------------|-----------------|---------------|--------|
| Unit Number | Street Number * | Street Name * | PO Box |
| | 2 | Clinton Place | |

| | | |
|------------------------|-----------------------------|------------------------------|
| City/Town * Toronto | Province/State * Ontario | Postal/Zip Code * M6G 1J9 |
| Country * Canada | | |

One of the following fields must be completed daytime phone, alternate phone or email address: *

| | | | | |
|-------------------------------|----------|---------------------------------|----------|----------------------------|
| Daytime Phone 416 588-9100 | ext. 262 | Alternate Phone 416 588-9100 | ext. 264 | Fax Number 416 588-9102 |
|-------------------------------|----------|---------------------------------|----------|----------------------------|

Email Address
brad@dubyassociates.com

What is your preferred method of communication with the Tribunal? *

Email Fax Regular Mail

Note: If you check email you are consenting to the delivery of communications and some documents by email. However, applications and responses are currently **only accepted** via fax, regular mail or delivery.

Law Society of Upper Canada (LSUC) license status: *

Licensed by the Law Society of Upper Canada (LSUC) to provide legal services.

LSUC Number: * 47127J

Unlicensed representative covered by an exemption allowed by the LSUC.

Accommodation and Language Requests

1. Do you or any witness(es) require accommodation under the Ontario Human Rights Code to participate in a Tribunal hearing?

Yes No

2. Do you want the dispute resolution proceedings (e.g. case conference and hearings) to be conducted in French?

Yes No

3. Do you or any witness(es) require language interpretation services?

Yes No If Yes, please type or select a language. * Tamil

About the Accident

What was the date of the accident? * (yyyy-mm-dd)

2017-10-03

Where did the accident take place?

| | | |
|-------------|---------------|-------------|
| Unit Number | Street Number | Street Name |
|-------------|---------------|-------------|

| | | |
|-------------------------|---------------------------|-----------------|
| City/Town North York | Province/State Ontario | Postal/Zip Code |
|-------------------------|---------------------------|-----------------|

Country
Canada

Intersection
401 / Keele Street

Insurance Company Information

Insurance Company Name *

Certas Home and Auto Insurance Company

Claim Adjuster/Representative Name (if known)

| | | |
|----------------------|--------------------|----------------|
| Last Name Wilkins | First Name Jodi | Middle Initial |
|----------------------|--------------------|----------------|

Mailing Address

| | | | |
|-------------|---------------|-------------|----------------|
| Unit Number | Street Number | Street Name | PO Box 7065 |
|-------------|---------------|-------------|----------------|

| | | |
|--------------------------|---------------------------|----------------------------|
| City/Town Mississauga | Province/State Ontario | Postal/Zip Code L5A 9Z9 |
|--------------------------|---------------------------|----------------------------|

| | | |
|---------------------------------------|-----------------------------|----------------------------|
| Country Canada | | |
| Daytime Phone 855 212-1745 | ext. | Alternate Phone ext. |
| | | Fax Number 844 306-4550 |
| Email Address jodi.wilkins@dgig.ca | | |
| Claim Number * P9215348 | Policy Number * X4975060 | |
| Policy Holder Name | | |
| Last Name Sriskandaraya | First Name Rakuparan | Middle Initial |

General Information

1. Did the Claimant notify the Insurance Company of the circumstances giving rise to a claim? *
 Yes No
2. Did the Claimant submit an application within the times set out by the Statutory Accident Benefits Schedule (SABS)? *
 Yes No
3. Did the Claimant and the Insurance Company attempt to resolve the claim through the Insurance Company's internal dispute resolution process? *
 Yes No
4. Was the Claimant provided with notice by the Insurance Company that it requires an examination? *
 Yes No
 If Yes, did the Claimant attend for an examination? *
 Yes No
5. Did the Insurance Company deny payment of an invoiced amount because a service provider has not responded to a request for information from the Insurance Company? *
 Yes No

Related Cases

- Is this Application related to another case already filed at the Tribunal? *
- Yes No

Issues in Dispute

1. Does this claim involve optional benefits? *
 Yes No
2. Does the dispute involve whether or not the Claimant's injuries fall within the Minor Injury Guidelines (MIG)? *
 Yes No
3. Has the Insurance Company designated the Claimant to be catastrophically impaired? *
 Yes No
4. Does the dispute involve whether or not the Claimant has sustained a catastrophic impairment as defined in the Statutory Accident Benefits Schedule (SABS)? *
 Yes No
5. Does the claim involve an award for unreasonably held or delayed payments under s 10 of RRO 1990, Reg 664? *
 Yes No

Provide a full description of the accident benefits that are in dispute. If you have multiple claims that fall within the same accident benefit category, please separate your claims by pressing the "Add Benefit" button.

- 1. Income Replacement**
- What is being disputed? *
- Initial entitlement to benefits
 Length of time benefits paid
 Amount of weekly benefits
 Entitlement to benefits past 104 weeks
 Other

Weekly Amount in Dispute \$ *
400.00

| | |
|--|----------------------------|
| Date Submitted to Insurer (yyyy-mm-dd) | Date Denied (yyyy-mm-dd) * |
| | 2019-03-02 |

Was the denial of your claim provided in writing? *
 Yes No

If yes, please include a copy of the denial letter with your application.

Time Period in Dispute:

| | | |
|---------------------|-----------------|---|
| From (yyyy-mm-dd) * | To (yyyy-mm-dd) | Please choose a date or select "Ongoing" * |
| 2019-03-18 | | <input checked="" type="checkbox"/> Ongoing |

Reasons for Denial
Denied via insurer's examinations.

If the Claimant received income benefits state weekly amount and duration of payments.

| | | |
|------------------|-------------------|-----------------|
| Weekly Amount \$ | From (yyyy-mm-dd) | To (yyyy-mm-dd) |
| | | |

Is the Insurance Company claiming a repayment of benefits?
 Yes No

Is the Claimant claiming interest? *
 Yes No

2. Medical Benefit

Amount in Dispute \$ *
2,700.89

| | |
|--|----------------------------|
| Date Submitted to Insurer (yyyy-mm-dd) | Date Denied (yyyy-mm-dd) * |
| 2018-02-28 | 2018-04-06 |

Was the denial of your claim provided in writing? *
 Yes No

If yes, please include a copy of the denial letter with your application.

Name of Service Provider
Active Healthcare Management

Type of Service *
Chiropractic services

Time Period in Dispute:

| | | |
|-------------------|-----------------|--|
| From (yyyy-mm-dd) | To (yyyy-mm-dd) | Please choose a date or select "Ongoing" * |
| | | <input type="checkbox"/> Ongoing |

Reasons for Denial
Insurer opined that MIG applies.

Is the Claimant claiming interest? *
 Yes No

3. Medical Benefit

Amount in Dispute \$ *
2,200.00

| | |
|--|----------------------------|
| Date Submitted to Insurer (yyyy-mm-dd) | Date Denied (yyyy-mm-dd) * |
| 2018-03-07 | 2018-04-06 |

Was the denial of your claim provided in writing? *
 Yes No

If yes, please include a copy of the denial letter with your application.

Name of Service Provider
Active Healthcare Management

Type of Service *
Psychological services

Time Period in Dispute:

From (yyyy-mm-dd)

Please choose a date or select "Ongoing" *

To (yyyy-mm-dd)

Ongoing

Reasons for Denial

Insurer opined that MIG applies.

Is the Claimant claiming interest? *

Yes No

4. Medical Benefit

Amount in Dispute \$ *
2,438.33

Date Submitted to Insurer (yyyy-mm-dd)
2018-04-07

Date Denied (yyyy-mm-dd) *
2018-05-18

Was the denial of your claim provided in writing? *

Yes No

If yes, please include a copy of the denial letter with your application.

Name of Service Provider
Active Healthcare Management

Type of Service *
Chiropractic services

Time Period in Dispute:

From (yyyy-mm-dd)

Please choose a date or select "Ongoing" *

To (yyyy-mm-dd)

Ongoing

Reasons for Denial

Insurer opined that MIG applies.

Is the Claimant claiming interest? *

Yes No

5. Medical Benefit

Amount in Dispute \$ *
2,309.49

Date Submitted to Insurer (yyyy-mm-dd)
2018-06-13

Date Denied (yyyy-mm-dd) *
2018-08-10

Was the denial of your claim provided in writing? *

Yes No

If yes, please include a copy of the denial letter with your application.

Name of Service Provider
Active Healthcare Management

Type of Service *
Chiropractic services

Time Period in Dispute:

From (yyyy-mm-dd)

Please choose a date or select "Ongoing" *

To (yyyy-mm-dd)

Ongoing

Reasons for Denial

Insurer opined that MIG applies.

Is the Claimant claiming interest? *

Yes No

6. Medical Benefit

Amount in Dispute \$ *

1,338.60

Date Submitted to Insurer (yyyy-mm-dd)

2019-01-21

Date Denied (yyyy-mm-dd) *

2019-01-25

Was the denial of your claim provided in writing? *

Yes No

If yes, please include a copy of the denial letter with your application.

Name of Service Provider

Dr. Peter Ta

Type of Service *

Dental services

Time Period in Dispute:

From (yyyy-mm-dd)

Please choose a date or select "Ongoing" *

To (yyyy-mm-dd)

Ongoing

Reasons for Denial

Is the Claimant claiming interest? *

Yes No

Documents List (This section must be completed) *

It is expected that the Claimant and the Insurance Company have exchanged key documents prior to the filing of an Application.

List key documents in your possession to which you will refer in the dispute process. Identify the type of document (letter, medical report, tax return), the name of the writer or issuing institution and the date of the document.

1. Accident Benefits file
2. CNRs Dr. Figurado - received Dec 28, 2017
3. OHIP Summary Oct 3, 2012 to Oct 3, 2017
4. CNRs North York General Hospital - received Jan 24, 2018
5. Prescription Summary Total Health Summary - received Apr 27, 2018
6. Updated CNRs Dr. Figurado - received Oct 16, 2018
7. Updated CNRs Dr. Figurado - received Jan 22, 2019
8. Updated CNRs Dr. Figurado - received Sept 6, 2019

List key documents not currently in your possession, which you intend to get from other sources (such as employers, doctors, Revenue Canada) for use in the dispute process. You should also include any documents requested from the Insurance Company (such as surveillance evidence, a summary of benefits paid) which have not yet been provided. Wherever possible, identify the type of document (letter, medical report, tax return), the name of the writer or issuing institution and the date of the document.

1. Updated OHIP Summary
 2. CNRs Dr. Peter Ta
-

Acknowledgement

Read carefully then check each box to confirm the statement and sign and date the form.

- I have completed all pages of this form and attached all the required documentation. *
- I certify that all information in the Application and attachments is true and complete. *
- If applicable, I authorize the respondent insurance company to release all medical reports and information relating to the issues in dispute to the Automobile Accident Benefits Service, Licence Appeal Tribunal. I realize that information filed with this Application will be given to the other party in this dispute.
- I have served a copy of all the above pages of this form and all additional attached documents to the Insurance Company or the Insurance Company's representative. I have attached a completed 'Certificate of Service' to this form as proof of service of the documents on the Insurance Company. (Blank 'Certificate of Service' forms are available on the Tribunal's website at www.slasto.gov.on.ca/en/AABS) *
- I have completed the 'Payment Information' section on the final page of this form and am submitting payment for my claim in an acceptable format. (Do not serve a copy of the payment page to the Insurance Company. Your payment information should only be provided to the Tribunal.) *

Claimant

| | | |
|------------|-----------|-------------------|
| Print Name | Signature | Date (yyyy-mm-dd) |
| | | |

Claimant's Representative

| | | |
|--------------|---|---------------------|
| Print Name * | Signature * | Date (yyyy-mm-dd) * |
| Brad Duby |  | 2019-12-09 |

The Licence Appeal Tribunal collects the personal information requested on this form under section 3 of the *Licence Appeal Tribunal Act, 1999* and under the *Insurance Act*. This information will be used in the dispute resolution process for accident benefits. After an appeal is filed, all information may become available to the public. Any questions about this collection may be directed to the Licence Appeal Tribunal at 416-314-4260 or toll-free at 1-800-255-2214.

Send the completed form to the Licence Appeal Tribunal at the address noted below. Keep an additional copy of the completed form for yourself.

Mail your form to:

Automobile Accident Benefits Service (AABS)
Licence Appeal Tribunal (LAT)
77 Wellesley St. W.
Box 250
Toronto ON M7A1N3

Fax your form to:

Automobile Accident Benefits Service (AABS)
Licence Appeal Tribunal (LAT)
416-325-1060
1-844-618-2566

Deliver your form in-person to:

Licence Appeal Tribunal
20 Dundas St. W., Suite 530
Toronto ON M5G 2C2

For additional information, please visit the Automobile Accident Benefits Service website at: www.slasto.gov.on.ca/en/AABS or call the Licence Appeal Tribunal at 416-314-4260 or toll-free at 1-800-255-2214. If you are using a TTY device you can call us at 416-916-0548 or TTY toll-free at 1-844-403-5906.

This is Exhibit P referred to in the
Affidavit of Savannah Chorney sworn
before me, this 5 day of September, 2022



A handwritten signature in blue ink, consisting of a series of loops and curves, positioned above a horizontal line.

A Commissioner for Taking Affidavits



Safety, Licensing Appeals and
Standards Tribunals Ontario
Licence Appeal Tribunal
Automobile Accident Benefits Service

Notice of Withdrawal

PO Box 250
Toronto ON M7A 1N3
Telephone: 416-327-6500
1-844-242-0608
TTY: 416-916-0162
1-844-650-2819
Fax: 416-325-1060
1-844-618-2566

Website: www.slasto-tsapno.gov.on.ca/lat-tamp/en/

Important Information

- If you do not want to continue with your appeal, you must provide a written notice of withdrawal to the Tribunal and to the other parties to the appeal.
- By withdrawing the appeal, the Tribunal file will be closed.

Tribunal File No. 19-014420/AABS

Notice of Withdrawal:

In the matter of Licence Appeal Tribunal file number 19-014420/AABS

Licence Appeal Tribunal file No.

I, the Applicant

Sriskandaraya

Last Name

Rakuparan

First Name

withdraw my appeal before the Tribunal. I understand that, by withdrawing my appeal, my file will be closed.

Copy to Respondent:

I have sent a copy of this Notice of Withdrawal to the Respondent, or their representative,

Balardo

Rob

Name of Respondent or their Representative: Last Name

First Name

Certas Home and Auto Insurance Company

Name of Insurance Company

By the following method:

- Facsimile Regular Mail Personal Delivery Courier

at the following facsimile No. / address:

Address Notice of Withdrawal was delivered to:

| | | | |
|-------------|---------------|-------------|-------------|
| Unit Number | Street Number | Street Name | PO Box |
| City/Town | | Province | Postal Code |

or Facsimile Number Notice of Withdrawal was delivered to:

844 306 4550

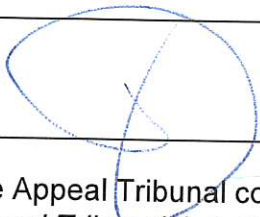
Last Name

Duby

First Name

Brad

Signature

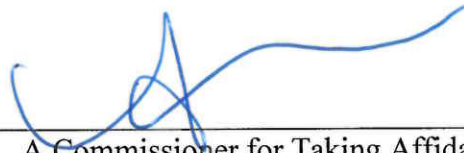


Date (yyyy/mm/dd)

2020/05/26

The Licence Appeal Tribunal collects the personal information requested on this form under section 3 of the *Licence Appeal Tribunal Act, 1999*. This information will be used to determine appeals under this Act. After an appeal is filed, all information may become available to the public. Any questions about this collection may be directed to the Licence Appeal Tribunal at 416-327-6500 or toll-free at 1-844-242-0608 .

This is Exhibit Q referred to in the
Affidavit of Savannah Chorney sworn
before me, this 15 day of September, 2022

A handwritten signature in blue ink, consisting of a series of loops and a long horizontal stroke, positioned above a horizontal line.

A Commissioner for Taking Affidavits

From: Brad Duby <brad@dubyassociates.com>
Sent: September 1, 2020 at 08:10 pm
To: Nicole Chorney <nchorney@sokoloff.ca>
Cc: Malka Gill <mgill@sokoloff.ca>; Melissa MacLeod <mmacleod@sokoloff.ca>; Savannah Chorney <savannah@sokoloff.ca>; Susan Murray <smurray@sokoloff.ca>
Subject: RE: Rakuparan Sriskandaraya

Mr Sriskandaraya failed to respond to our office so we did not have instructions to proceed.

Brad Duby, B.A. Hons., M.A., LL.B., Senior Partner

Duby & Associates

2 Clinton Place, Toronto, ON, Canada M6G 1J9

T: 1.416.588.9100 x 262 F: 1.416.588.9102

brad@dubyassociates.com

<http://dubyassociates.com/>

| Finch Office |

| 5700 Yonge Street, Suite 200 | North York, ON Canada | M2M 4G8 |

| Phone | 416-646-2196 |

| Korean Hotline | 416-578-9053 |



From: Nicole Chorney <nchorney@sokoloff.ca>
Sent: Tuesday, September 01, 2020 8:08 PM
To: Brad Duby <brad@dubyassociates.com>
Cc: Malka Gill <mgill@sokoloff.ca>; Melissa MacLeod <mmacleod@sokoloff.ca>; Savannah Chorney <savannah@sokoloff.ca>; Susan Murray <smurray@sokoloff.ca>
Subject: Re: Rakuparan Sriskandaraya

Mr. Duby,

Could you kindly advise us of the rationale for the withdrawal.

Thanks,
Nicole



Nicole Chorney
Office Manager, B.A., J.D.

P: 416.966.4878 x256 **F:** 416.966.8865
A: 2 Automatic Rd. - Unit 105, Brampton, ON L6S 6K8

nchorney@sokoloff.ca
www.AreYouHurt.ca



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On Sep 1, 2020, at 6:08 PM, Brad Duby <brad@dubyassociates.com> wrote:

No issues resolved. The limitation date has not passed to dispute any denials.

Yours truly

Brad Duby, B.A. Hons., M.A., LL.B., Senior Partner

Duby & Associates

2 Clinton Place, Toronto, ON, Canada M6G 1J9

T: 1.416.588.9100 x 262 F: 1.416.588.9102

brad@dubyassociates.com

<http://dubyassociates.com/>

| Finch Office |

| 5700 Yonge Street, Suite 200 | North York, ON Canada | M2M 4G8 |

| Phone | 416-646-2196 |

| Korean Hotline | 416-578-9053 |

<[image001.jpg](#)>

From: Nicole Chorney <nchorney@sokoloff.ca>

Sent: Tuesday, September 01, 2020 3:42 PM

To: Brad Duby <brad@dubyassociates.com>

Cc: Malka Gill <mgill@sokoloff.ca>; Melissa MacLeod <mmacleod@sokoloff.ca>; Savannah Chorney <savannah@sokoloff.ca>; Susan Murray <smurray@sokoloff.ca>

Subject: Re: Rakuparan Sriskandaraya

Hi Mr. Duby,

We have just been advised that the application filed with the licensed appeal tribunal dated, [December 9, 2019](#) was [withdrawn May 26, 2020](#).

Were these issues resolved?

Thanks,
Nicole

[<image002.png>](#)

Nicole Chorney
Office Manager, B.A., J.D.

P: 416.966.4878 x256 **F:** 416.966.8865
A: 2 Automatic Rd. - Unit 105, Brampton, ON L6S 6K8

nchorney@sokoloff.ca
www.AreYouHurt.ca

[<image003.png>](#)

[<image004.png>](#)

[<image005.png>](#)

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On Aug 21, 2020, at 12:04 PM, Susan Murray <smurray@sokoloff.ca> wrote:

Good Morning Mr. Duby

I have a cheque in the amount of \$531.25 for your disbursements on the subject file. Please let me know when we can exchange the cheque for the file.

Thank you

Susan Murray

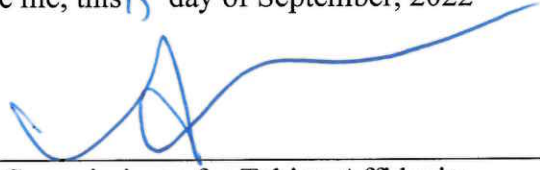
P: 416.966.4878
E: smurray@sokoloff.ca

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This is Exhibit R referred to in the
Affidavit of Savannah Chorney sworn
before me, this 15 day of September, 2022

A handwritten signature in blue ink, consisting of a series of loops and a long horizontal stroke extending to the right.

A Commissioner for Taking Affidavits

Self Reporting Collision Report

P.T
Ontario

Collision Report No. **20168046345** Local Incident No. **ACC-502208080** Microfilm No.

1. For MTO and Police Use Only
 Reporting Location: **TORONTO EAST** Collision Date (Y/M/D): **2016/10/22** Day: **Saturday** Time (Hrs): **21:30** Page: **01**

Police Service of Jurisdiction: **Toronto Police Service**
 Number of Vehicles Involved: **3** PD NR FTR Original
 Supplementary Form Attached Amendment

Address: **510 BRIMLEY RD (OUTFRONT OF)** Road Jurisdiction: **01**
 01 Munic 02 Prov Hwy 03 Twp 04 City/Dist 05 Reg Munic 06 Priv Prop 07 Fed 08 Other 99 Other

Name of Shopping Mall, Plaza or Other Commercial or Institutional Property, etc.: **TORONTO** Municipality: **TORONTO** County/District or Regional Municipality: **TORONTO**

Highway: **South** Distance: **South** Unit: **South** District: **South** Keypoint/GeoCode: **South** Offset: **South** Ramp No.: **South**
 Vehicle Damage: **03**
 01-none 02-light 03-moderate 04-severe 05-demolished

Viewed by (Name & Badge No.): **CST VALENTINI 99674** Date (Y/M/D): **2016/10/23** Time (Hrs): **22:45** Damage (Est \$): **6500**

Describe Damage to Vehicle or Additional Remarks for Investigator:
1 FRONT BUMPER/GRILL/HOOD 2/ P/S FRONT FENDER/ DOOR 3. D/S F/F FRONT DOOR

Describe Damage to Other Property:
 Initial Impact: **12** Secondary Impact:

Reported by (Name, Badge No., Pol. Serv.): Date (Y/M/D): Time (Hrs): Person and/or Agency Advised: Date (Y/M/D): Time (Hrs):

Officer Assigned: Date Assigned (Y/M/D): Date Cleared (Y/M/D): Charges Paid (Item No.):

2. Your Information - Driver

Last Name, First Name: **WALGAMPAHA, NEELAMANI, P** MTO Code:
 Address - Street No. & Name, City, Town, Province, Postal Code: **48 VANDERPOOL CRES, BRAMPTON, ONTARIO, L6P3W7** Telephone Nos. Home: **(647) 924-0838** Work:

Driver's Licence No.: **W02775847635829** Prov.: **ON** Class: Cond.: Sex: **F** Date of Birth (Y/M/D): **1963/8/29** Age: **53** yes no
 no yes no

3. Your Vehicle Plate No.: **CAAC981** Prov.: **ON** Year: **2016** Make: **BMW TRUCK/VAN** Model: **X5** Colour: Body Style: **MULTI-PURPC** Number of Occupants in Vehicle: **3**

Air: yes no Commercial Vehicle Op. No.: yes no License Class: Loaded: yes no Unloaded: yes no
 Insurance Company's Name & Policy No.: **WAWANESA INSURANCE 6549589** Expiry Date (Y/M/D): **2017/08/19**

Vehicle Taken / Towed To: **ECRC** Vehicle Taken / Towed By: **A CLASSIC TOWING & STORAGE - 629**

Owner: Same as Driver Last Name, First Name: Address - Street No. & Name, City, Town, Province, Postal Code: Telephone Nos. Home: Work:

4. Your Trailer Plate No.: Prov.: Make: Insurance Company's Name: Same as Vehicle Policy No.: Expiry Date (Y/M/D):

Owner: Same as Driver Last Name, First Name: Address - Street No. & Name, City, Town, Province, Postal Code: Telephone Nos. Home: Work:

5. Other Driver

Last Name, First Name: **SANTHAKUMAR, VISHNU** Date of Birth (Y/M/D): Driver's Licence No.: **S04847720851217**
 Address - Street No. & Name, City, Town, Province, Postal Code: Telephone Nos. Home: Work:

6. Other Vehicle Plate No.: **BZBS331** Commercial Vehicle Op. No.: Prov.: Year: **2011** Make: **BMW** Model: **28x** Colour: Body Style: Number of Occupants in Vehicle: **1**

Other Owner: Same as Driver Last Name, First Name: Insurance Company's Name & Policy No.: **INTACT INSURANCE 7M7798069** Expiry Date (Y/M/D): **2017/03/23**

7. Witness

Last Name, First Name: Address - Street No. & Name, City, Town, Prov, Postal Code: Telephone Nos. Home: Work:

8. Collision Details - See instructions sheet. Fill in the boxes below with the numbers that best describe the collision. If "other (specify)" is selected, please give details.

01 Collision Location **01**
 On Highway: 01 non intersection 02 intersection related 03 at intersection 04 at / near private drive 05 at railway crossing 06 underpass / tunnel
 07 overpass / bridge 98 other (specify)
 Off Highway: 08 trail 09 frozen lake / river 10 parking lot 99 other (specify)

02 Impact Location **02**
 01 within intersection 02 thru lane 03 left turn lane 04 right turn lane 05 right turn channel 06 two-way left turn lane
 07 passing lane 08 left shoulder 09 right shoulder 10 not on roadway - left side 11 not on roadway - right side 12 off highway
 99 other (specify)

03 Weather (multiple choice) **01**
 01 clear 02 rain 03 snow 04 freezing rain 05 drifting snow 06 strong wind
 07 fog, mist, smoke, dust 99 other (specify)

04 Light **07**
 01 daylight 02 daylight - artificial 03 dawn 04 dawn - artificial 05 dusk 06 dusk - artificial
 07 dark 08 dark - artificial 99 other (specify)

05 Traffic Control **10**
 01 traffic signal 02 stop sign 03 yield sign 04 pedestrian crossover 05 police control 06 school guard
 07 school bus 08 traffic gate 09 traffic controller 10 no control 99 other (specify)

06 Traffic Control Condition
 01 functioning 02 not functioning 03 obscured 04 missing / damaged

07 Road Character R1 **02** R2
 01 undivided - one way 02 undivided - two way 03 divided with barrier 04 divided - no barrier 05 ramp 06 collector lane
 07 express lane 08 transfer lane

08 Road Surface R1 **01** R2
 01 asphalt 02 oil treated gravel 03 gravel/crushed stone 04 concrete 05 earth 06 wood
 07 steel 08 brick / interlocking stone 99 other (specify)

09 Road Condition R1 01 R2

01 good 02 poor 03 under construction

10 Road Surface Condition R1 01 R2

01 dry 02 wet 03 loose snow 04 slush 05 packed snow 06 ice
 07 mud 08 loose sand / gravel 09 spilled liquid 99 other (specify)

11 Road Alignment R1 01 R2

01 straight on level 02 straight on hill 03 curve on level 04 curve on hill

12 Road Pavement Marking R1 01 R2

01 exist 02 nonexistent 03 obscured 04 faded

13 Your Vehicle Type 01

01 automobile/stn wagon 02 motorcycle 03 moped 04 passenger van 05 pick up truck 06 delivery van
 07 tow truck 08 truck - open 09 truck - closed 10 truck - tank 11 truck - dump 12 truck - car carrier
 13 truck - tractor 14 municipal transit bus 15 intercity bus 16 bus (other) 17 school bus 18 school van
 19 school vehicle (other) 20 motor home 21 off road - 2 wheels 22 off road - 3 wheels 23 off road - 4 wheels 24 off road (other)
 25 motorized snow vehicle 26 farm tractor 27 farm vehicle (other) 28 construction equipment 29 railway train 30 streetcar
 31 snow plow 32 ambulance 33 fire vehicle 34 police vehicle 35 other emergency vehicle 36 bicycle
 00 unknown 98 truck (other) 99 other (specify)

14 If you were towing a vehicle, indicate type

01 recreation trailer (house/tent) 02 boat trailer 03 small utility trailer 04 wheeled device/apparatus 05 large full trailer
 06 large semi-trailer 07 double (semi trailer - semi trailer) 08 double (semi-trailer - trailer) 09 farm equipment
 10 towed motor vehicle 99 other (specify)

15 If you were towing a commercial trailer, indicate type

01 van 02 flat bed 03 low bed / float 04 tank 05 dump 06 car carrier
 07 livestock 99 other (specify)

16 Commercial Trailer Connection - Double Semi-Trailer Only

01 single drawbar dolly (A Train) 02 5th wheel connection (B Train) 03 double drawbar dolly (C Train) 99 other (specify above)

17 Your Vehicle Condition 01

01 no defect before collision 00 unknown 99 defect before collision (specify)

18 Your Driver Action 01

01 driving properly 02 following too close 03 exceeding speed limit 04 speed too fast for condition 05 speed too slow 06 improper turn
 07 disobeyed traffic control 08 failed to yield right - of - way 09 improper passing 10 lost control
 11 wrong way on one - way road 12 improper lane change 00 unknown 99 other (specify)

19 Your Condition 01

01 normal 02 had been drinking 03 ability impaired, alcohol (over .08) 04 ability impaired, alcohol 08 inattentive
 05 ability impaired, drugs 06 fatigue 07 medical or physical disability
 00 unknown 99 other (specify)

20 Your Initial Direction of Travel

01 north 02 south 03 east 04 west

21 Initial Impact Type 01

01 approaching 02 angle 03 rear end 04 sideswipe 05 turning movement
 06 single motor vehicle, unattended vehicle 07 single motor vehicle (other) 99 other (specify)

22 Your Vehicle Action 01

01 going ahead 02 slowing / stopping 03 overtaking 04 turning left 05 turning right 06 making U - turn
 07 changing lanes 08 merging 09 reversing 10 stopped 11 parked 12 disabled
 13 pulling away from shoulder / curb 14 pulling onto shoulder/toward curb 00 unknown 99 other (specify above)

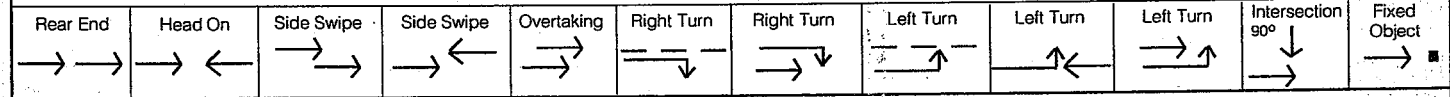
23/24/25 Sequence of Events - Your vehicle hit or was hit by: (multiple choice) 01 01

Moveable Objects
 01 other motor vehicle 02 unattended vehicle 03 pedestrian 04 cyclist 05 railway train 06 streetcar
 07 farm tractor 08 animal (domestic) 09 animal (wild) 97 other (specify)

Other Events
 20 ran off road 21 skidding / sliding 22 jackknifing 23 load spill 24 fire / explosion 25 submersion
 26 rollover 27 debris on road 28 debris falling off vehicle 98 other (specify)

Fixed Objects
 50 cable guide rail 51 concrete guide rail 52 steel guide rail 53 pole (utility / tower) 54 pole (sign / parking meter) 55 fence / noise barrier
 56 culvert 57 bridge support 58 rock face 59 snowbank / drift 60 ditch 61 curb
 62 crash cushion 63 building / wall 64 water course 65 construction marker 66 tree / shrub / stump 99 other (specify above)

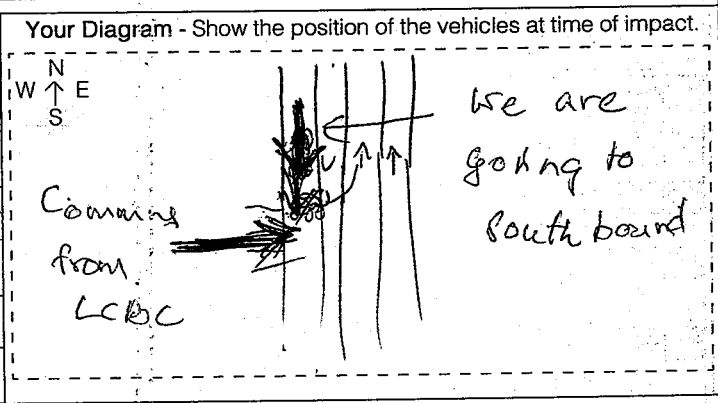
9. Your Statement and Diagram - Use one of these diagrams to help describe your collision by drawing it in the space below.



Your Statement - Describe the collision. Give details about your estimated speed, direction of travel, your actions and the other vehicle's actions.

Approximate Speed

I was coming from on
 Bremaly going to South Beach
 my one is Black BMW X5.
 BMW 3.2011 was taking a left
 out of the LCBO parking lot
 and I hit the car and lost
 the control.



Information in this form is collected under the authority of s.205 of the Ontario Highway Traffic Act and is used to maintain the record of motor vehicle accidents in Ontario. Direct inquiries to: Supervisor, Driver and Vehicle Licensing Call Centre, Licensing Administration Office, Ministry of Transportation, Building A, 2680 Keele Street, Downsview Tel. (416) 235-2999 or 1-800-387-3445

It is an offence to provide false information.

Signature of Driver

10. Police Use Only

Name of Submitting Officer (print in full) & Badge No. _____

Police Supervisor _____ Date (Y/M/D) _____

Classification
 NR PD
 FTR
 PI Transcribed (MVAR Amended)

212

COLLISION REPORTING CENTRES

SUPPLEMENTARY INFORMATION FORM

ACC-502208080

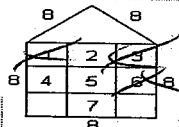
| | | | |
|---|-------------------------------|-----------------|-----------------------------------|
| Date of Collision : 2016/10/22 | Day of the Week : Saturday | Time : 21:30 | Your Licence Plate # : CAAC981 |
| Location of Collision : 510 BRIMLEY RD | | | Your Last Name : WALGAMPAHA |

INFORMATION OF VEHICLE OCCUPANTS :

Front of Vehicle

Driver : INJURY (Yes/No) Back, Neck, head, hand Leg (Full Body) Was Seatbelt Being Used? Yes

Driver is #1



Passenger Information MUST Be Supplied

| | | | | | | | |
|--|--|---|--|-------------------------------------|-----------------------|-------------------------------|--------|
| Last Name : <input type="checkbox"/> Unknown ARIYARATNAM | | First Name : <input type="checkbox"/> Unknown ANDREW | | Sex M | Date of Birth (Y/M/D) | Position in Vehicle 3 | # 3 |
| Address <input type="checkbox"/> Unknown 30 Lennox ave | | Postal Code M1B 2C6 | | Home Telephone # (647) 642 1871 | | Work Telephone # | |
| INJURY (Yes/No) <u>back and neck</u> If Yes, Describe Injury- | | Did This Person Attend CRC: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No | | Does This Person Own An Automobile: | | Was Seatbelt Being Used : Yes | |

| | | | | | | | |
|---|--|---|--|-------------------------------------|-----------------------|-------------------------------|--------|
| Last Name : <input type="checkbox"/> Unknown MUTHIAH | | First Name : <input type="checkbox"/> Unknown JEYARANJAN | | Sex M | Date of Birth (Y/M/D) | Position in Vehicle 6 | # 6 |
| Address <input type="checkbox"/> Unknown Bellamy rd | | Postal Code | | Home Telephone # (647) 859 5401 | | Work Telephone # | |
| INJURY (Yes/No) <u>alot of pain</u> If Yes, Describe Injury- | | Did This Person Attend CRC: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No | | Does This Person Own An Automobile: | | Was Seatbelt Being Used : Yes | |

| | | | | | | | |
|--|--|--|--|-------------------------------------|-----------------------|---------------------------|---|
| Last Name : <input type="checkbox"/> Unknown | | First Name : <input type="checkbox"/> Unknown | | Sex | Date of Birth (Y/M/D) | Position in Vehicle | # |
| Address <input type="checkbox"/> Unknown | | Postal Code | | Home Telephone # | | Work Telephone # | |
| INJURY (Yes / No) | | Did This Person Attend CRC: <input type="checkbox"/> Yes <input type="checkbox"/> No | | Does This Person Own An Automobile: | | Was Seatbelt Being Used : | |

| | | | | | | | |
|--|--|--|--|-------------------------------------|-----------------------|---------------------------|---|
| Last Name : <input type="checkbox"/> Unknown | | First Name : <input type="checkbox"/> Unknown | | Sex | Date of Birth (Y/M/D) | Position in Vehicle | # |
| Address <input type="checkbox"/> Unknown | | Postal Code | | Home Telephone # | | Work Telephone # | |
| INJURY (Yes / No) | | Did This Person Attend CRC: <input type="checkbox"/> Yes <input type="checkbox"/> No | | Does This Person Own An Automobile: | | Was Seatbelt Being Used : | |

| | | | | | | | |
|--|--|--|--|-------------------------------------|-----------------------|---------------------------|---|
| Last Name : <input type="checkbox"/> Unknown | | First Name : <input type="checkbox"/> Unknown | | Sex | Date of Birth (Y/M/D) | Position in Vehicle | # |
| Address <input type="checkbox"/> Unknown | | Postal Code | | Home Telephone # | | Work Telephone # | |
| INJURY (Yes / No) | | Did This Person Attend CRC: <input type="checkbox"/> Yes <input type="checkbox"/> No | | Does This Person Own An Automobile: | | Was Seatbelt Being Used : | |

INFORMATION OF OTHER INVOLVED DRIVERS :

| | | | | | | | | |
|--|----------|-------|--|--------------|---|-----------------------------------|------------------|---------------------------------------|
| Other Driver Last Name, First Name KANABE, TOM | | | Date of Birth (Y/M/D) | | Driver's Licence No. K03787461630422 | | | |
| Address - Street No. & Name, City, Town, Province, Postal Code | | | | | Home Telephone # | | Work Telephone # | |
| Other Vehicle Plate No. BWVC015 | CVOR No. | Prov. | Year | Make JEEP | Model PATRIOT | Colour WHI | Body Style | Number of Occupants in Vehicle UNK |
| Other Owner <input checked="" type="checkbox"/> Same as Driver Last Name, First Name | | | Insurance Company's Name & Policy No. THE PERSONAL INSURANCE K6748529 | | | Expiry Date (Y/M/D) 2017/08/08 | | |

| | | | | | | | | |
|---|----------|-------|---------------------------------------|------|----------------------|---------------------|------------------|--------------------------------|
| Other Driver Last Name, First Name | | | Date of Birth (Y/M/D) | | Driver's Licence No. | | | |
| Address - Street No. & Name, City, Town, Province, Postal Code | | | | | Home Telephone # | | Work Telephone # | |
| Other Vehicle Plate No. | CVOR No. | Prov. | Year | Make | Model | Colour | Body Style | Number of Occupants in Vehicle |
| Other Owner <input type="checkbox"/> Same as Driver Last Name, First Name | | | Insurance Company's Name & Policy No. | | | Expiry Date (Y/M/D) | | |

FURTHER INFORMATION

Requires Insurance Office Follow-up: Yes No

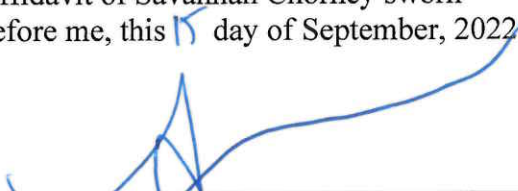
| | | |
|-----------------------|------------|--------------|
| Translator: Last Name | First Name | Phone Number |
|-----------------------|------------|--------------|

NOTE: IF YOU ARE MISSING ANY INFORMATION ON THE OTHER DRIVER OR VEHICLE. PLEASE EXPLAIN BELOW WHY YOU DO NOT HAVE IT

| |
|--|
| |
| |
| |

Signature : [Signature] Date : 10/22/2016

This is Exhibit S referred to in the
Affidavit of Savannah Chorney sworn
before me, this 15 day of September, 2022



A Commissioner for Taking Affidavits

CV-19-00007334-0000

Court File No.:

**ONTARIO
SUPERIOR COURT OF JUSTICE**

BETWEEN:

NEELAMANI WALGAMPAHA

Plaintiffs

and

VISHNU SANTHAKUMAR, TOM KANABE, CASSANDRA ROY, BRAD DUBY, JOHN
DOE and DUBY & ASSOCIATES

Defendants

STATEMENT OF CLAIM

TO THE DEFENDANTS

A LEGAL PROCEEDING HAS BEEN COMMENCED AGAINST YOU by the plaintiff(s). The claim made against you is set out in the following pages.

IF YOU WISH TO DEFEND THIS PROCEEDING, you or an Ontario lawyer acting for you must prepare a statement of defence in Form 18A prescribed by the Rules of Civil Procedure, serve it on the plaintiff(s) lawyer(s) or, whise the plaintiff(s) do(es) not have a lawyer, serve it on the plaintiff(s), and file, with proof of service, in this court office, WITHIN TWENTY DAYS after this statement of claim is served on you, if you are served in Ontario.

If you are served in another province or territory of Canada or in the United States of America, the period for serving and filing your statement of defence is forty days. If you are served outside Canada and the United States of America, the period is sixty days.

Instead of serving and filing a statement of defence, you may serve and file a notice of intent to defend in form 18B prescribed by the Rules of Civil Procedure. This will entitle you to ten more days within which to serve and file your statement of defence.

IF YOU FAIL TO DEFEND THIS PROCEEDING, JUDGMENT MAY BE GIVEN AGAINST YOU IN YOUR ABSENCE AND WITHOUT FURTHIS NOTICE TO YOU.

IF YOU WISH TO DEFEND THIS PROCEEDING BUT ARE UNABLE TO PAY LEGAL FEES, LEGAL AID MAY BE AVAILABLE TO YOU BY CONTACTING A LOCAL LEGAL AID OFFICE.

IF YOU PAY THE PLAINTIFF'S CLAIM, and \$10,000 for costs, within the time for serving and filing your statement of defence you may move to have this proceeding dismissed by the court. If you believe the amount claimed for costs is excessive, you may pay the plaintiff's claim and \$400 for costs and have the costs assessed by the court.

TAKE NOTICE: THIS ACTION WILL AUTOMATICALLY BE DISMISSED if it has not been set down for trial or terminated by any means within five years after the action was commenced unless otherwise ordered by the court.

Date: *OCT 22-2019*

Issued by: 
Local Registrar

A Grenville & William Davis Courthouse
7755 Hurontario Street
Brampton, ON L6W 4T6

TO: **Vishnu Santhakumar**
10 Sykes Street
Ajax, ON, L1T 3J4

Tom A. Kanabe
104-1 Washington Crs,
Elliot Lake, ON P5A2W9

Duby & Associates
5700 Yonge Street
Toronto, ON M2M 488

Cassandra Roy
Duby & Associates
5700 Yonge Street
Toronto, ON M2M 488

Brad Duby
Duby & Associates
5700 Yonge Street
Toronto, ON M2M 488

John Doe

CLAIM

1. The Plaintiff claims:
 - (a) General and Special Damages in the amount of \$1,000,000.00;
 - (b) Pre-judgment interest on damages pursuant to the provisions of the *Courts of Justice Act*, R.S.O. 1990, c. C. 43, as amended (hereinafter "*Courts of Justice Act*");
 - (c) Post-judgment interest on damages pursuant to the provisions of the *Courts of Justice Act*, R.S.O. 1990, c. C. 43, as amended (hereinafter "*Courts of Justice Act*");
 - (d) Costs of this Action on a substantial indemnity scale plus Harmonized Sales Tax;
 - (e) Aggravated punitive and exemplary damages in the amount of \$250,000.00; and
 - (f) Such further and other relief as this Honourable Court deems just.

THE PARTIES:

2. The plaintiff, Neelamani Walgampaha (hereinafter referred to as "the Plaintiff"), resides in the City of Brampton, in the Province of Ontario. At all material times, the Plaintiff was the owner and operator of a 2016 BMW motor vehicle bearing Ontario licence plate number CAAC981 (hereinafter referred to as the "Plaintiff's motor vehicle").
3. The defendant, Vishnu Santhakumar (hereinafter referred to as "the defendant Santhakumar"), resides in the City of Ajax, in the Province of Ontario. At all material times, the defendant Santhakumar was the owner and operator of a 2011 BMW motor vehicle bearing Ontario licence plate number BZBS331 (hereinafter referred to as the "defendant Santhakumar motor vehicle").

4. The defendant, Tom Kanabe (hereinafter referred to as “the defendant Kanabe”), resides in the City of Elliot Lake, in the Province of Ontario. At all material times, the defendant Kanabe was the owner and operator of a 2015 Jeep motor vehicle bearing Ontario licence plate number BMVC015 (hereinafter referred to as the “defendant Kanabe motor vehicle”).

5. The defendant, Dube & Associates (hereinafter referred to as “the DUBY Law Firm”), is a law firm carrying on business in the City of Toronto, in the Province of Ontario.

6. The defendant, Cassandra Roy (hereinafter referred to as “The defendant Roy”), is a paralegal licensed to provide legal services by the Law Society of Ontario, and was at all material times employed at the DUBY Law Firm.

7. The defendant, Brady DUBY (hereinafter referred to as “The Defendant DUBY”), is a barrister and solicitor licensed to practice law by the Law Society of Ontario, and was at all material times a partner working at the DUBY Law Firm.

8. The defendant, John Doe (hereinafter referred to as “The Defendant Doe”), is a barrister and solicitor licensed to practice law by the Law Society of Ontario, and was at all material times an associate working at the DUBY Law Firm.

THE COLLISION:

9. On or about October 22, 2016, the Plaintiff’s motor vehicle was travelling southbound on Brimley Avenue just south of Eglinton Avenue East, in the City of Toronto, in the Province of Ontario. Suddenly and without warning, the Plaintiff motor vehicle was struck by the Defendant

Santhakumar motor vehicle. Immediately after, the Plaintiff motor vehicle was struck by the Defendant Kanabe motor vehicle.

NEGLIGENCE OF THE DEFENDANTS SANTHAKUMAR AND KANABE:

10. The Plaintiff states that the aforementioned collision was caused solely by the negligence of the defendants, Santhakumar and Kanabe, the particulars of which are as follows:

1. they were travelling at an excessive rate of speed considering the circumstances and as such they could not control the Defendant motor vehicles within their range of vision;
2. they failed to keep a proper lookout;
3. they failed to keep the Defendant motor vehicles under proper control;
4. On the occasion in question they were incompetent drivers lacking in reasonable skill and self-command and ought not to have attempted to operate the Defendant motor vehicles;
5. they failed to have the brakes on the Defendant motor vehicles in proper working order or, in the alternative they failed to apply them properly or at all;
6. they failed to give any warning to the Plaintiff of the approach of the Defendant motor vehicles although such warning was reasonably necessary under the circumstances;
7. they failed to equip the Defendant motor vehicles with adequate or sufficient lights or to keep the same in a fit and proper working condition or, in the alternative, they failed to have their lights turned on;
8. they permitted persons to ride in the front seat of the Defendant motor vehicles, in such a manner so as to interfere with the control of said motor vehicles, contrary to s. 162 of the *Highway Traffic Act*, R.S.O. 1990, c. H.8, and all amendments thereto;
9. they applied the brakes and used the steering wheel or apparatus of the Defendant motor vehicles carelessly and incompetently, thereby causing the said motor vehicles to skid and the drivers to lose control thereof;
10. they failed to slow down or stop sufficiently so as to avoid a collision with the Plaintiff motor vehicle;

11. they could have and should have seen the Plaintiff motor vehicle and they could have and should have avoided the accident;
12. they failed to observe, read or heed the warning sign on said road;
13. they failed to properly ascertain the presence of southbound traffic on Brimley Road;
14. they attempted to make a left turn without first ascertaining that such movement could be made safely;
15. they failed to take reasonable care to avoid an accident which they saw or should have seen was likely to occur;
16. they failed to exercise due care and skill in the management of the Defendant motor vehicles;
17. they failed to operate and maintain the Defendant motor vehicles with proper lights as required by s. 62 of the *Highway Traffic Act*, R.S.O. 1990, c. H.8, and the amendments thereto and the regulations thereunder;
18. they failed to observe the Rules of the Road as required by the *Highway Traffic Act*, R.S.O. 1990, c. H.8, as amended;
19. they had the last clear chance to avoid the collision and failed to avail themselves of this chance;
20. they made unexpected maneuvers without giving a proper warning;
21. they failed to have the Defendant motor vehicles in a fit and proper condition, suitable for its safe operation upon a highway;
22. they were driving at such a rate of speed that they could not control the Defendant motor vehicles within their range of vision;
23. they failed to bring the Defendant motor vehicles to a stop immediately;
24. they failed to give any adequate signal or warning to the Plaintiff of their approach or intended course;
25. they failed to observe and obey the traffic signals there and then existing;
26. by the exercise of reasonable care they might and could have seen the Plaintiff motor vehicles and could have avoided the accident;
27. they were, for the time being, incompetent and lacking in reasonable self-

command;

28. they had the last clear chance to avoid the accident;
29. they failed to keep a proper lookout and therefore they failed to discover the presence of danger visible and obvious to a reasonable person or to an ordinary and prudent person;
30. they voluntarily permitted himself to arrive at such a condition, resulting from the consumption of alcoholic beverages, that their normal faculties, apperception, will and judgment were impaired to such an extent that when driving the Defendant motor vehicles they were a menace to himself and to the public;
31. they permitted themselves to arrive at such a condition from drinking alcoholic beverages, or absorbing drugs, that their normal faculties, apperception, will and judgment were so affected that they no longer had the capacity to operate the Defendant motor vehicles with the caution characteristic of a reasonably careful driver who has not consumed such beverages or absorbed such drugs;
32. they operated the Defendant motor vehicles while their ability to do so was impaired by alcohol, drugs, fatigue or a combination thereof;
33. they created a situation of emergency, danger and a trap for the Plaintiff from which, despite all precautions, they could not extricate themselves;
34. they failed to use due care and attention in the management of the Defendant motor vehicles, or reasonable consideration for other persons using the highway as required by s. 130 of the *Highway Traffic Act*, R.S.O. 1990, c. H.8, as amended;
35. they failed to utilize appropriate eyewear when it was reasonable to do so under the circumstances;
36. at all material times their faculties of observation, judgment and self-control were impaired due to use of a cellular telephone, radio, CD player, cassette player, or a combination thereof; and
37. the young and inexperienced driver failed to pay adequate attention to the road and the conditions around their.

**CLAIM AGAINST THE DEFENDANTS DUBY & ASSOCIATES, CASSANDRA ROY,
AND BRAD DUBY**

11. On or around October 30, 2016, the Plaintiff met with the defendant Roy of Duby & Associates. The purpose of this meeting was to obtain legal advice with respect to the above noted motor vehicle accident and her respective claim.

12. During said meeting, the Plaintiff introduced to the Defendant Doe. She was advised that the Defendant Doe was a lawyer and that the Duby Law Firm would be working on both her accident benefits claim and her third party claim.

13. As a result of the said motor vehicle collision, the Plaintiff sustained injuries and impairments, full particulars of which were given to the defendant Roy at the time of the said meeting.

14. As a result of the meeting, the Plaintiff signed a Retainer Agreement.

15. The defendants Duby Law Firm, Roy, Duby and Doe failed to advise the Plaintiff that they were not commencing an action on her behalf against the parties who were responsible for the accident.

16. The Plaintiff relied on the representations made by the Duby Law Firm and its associates at the initial consultation that they would manage all of her respective claims arising from the subject accident in accordance with their retainer.

17. In the event that the Plaintiff's claims against the Defendants Santhakumar or Kanabe are statute barred because the limitation has expired due to the negligence and/or breach of contract of the Defendants Duby Law Firm, Roy, Duby and Doe, the particulars of which are as follows:

- a) they failed to meet the appropriate standard of care;
- b) they failed to commence an action in time;
- c) in the alternative, they failed to notify the Plaintiffs that they would not be commencing an action on their behalf before two years from the date of the accident;
- d) they failed to purchase, utilize, maintain, and/or manage a proper reminder/tickler system;
- e) they delegated elements of the legal work to be performed on behalf of the Plaintiffs to non-lawyers and to lawyers with less than the necessary expertise to handle the functions requested of the Defendants; and
- f) they did not order the necessary records with respect to special damages and medical records with respect to the injuries and treatment, and did not develop the Plaintiffs' claims properly or at all with respect to liability and damages.
- g) They fully and completely mismanaged both of the Plaintiff's Accident Benefits and tort Claims;
- h) They failed to provide competent legal advice;
- i) They failed to do a timely update and obtain updated medical information and documentation in support of the Accident Benefits Claim;

21. The statute of limitation to commence a third party claim against the at fault party, the defendants Santhakumar and Kanabe, may be statute barred and as a result the Plaintiff has potentially been deprived of seeking general and special damages, including prejudgment interest on their damages from October 22, 2016 to date, as a direct result of the Duby law firm's negligence and breach of contract.

22. The Plaintiffs state that because the Defendants did not act as reasonably competent, diligent solicitors, and/or paralegals and because the Defendants were negligent and in breach of their contract with the Plaintiff, and in breach of the fiduciary duty which they owed to the Plaintiff, the Plaintiff has suffered the above mentioned damages.

23. The Plaintiff alleges that the Defendants, by the lapse of due diligence and care, negligently and in breach of contractual duty failed to issue a Statement of Claim within the required time limitation for so doing, thereby causing the Plaintiff to lose her right of action against the drivers and owners of the at-fault vehicles as aforementioned, thereby sustaining the damages alleged.

24. In the alternative, it is pleaded that the Defendants failed to adequately or at all inform and/or explain to the Plaintiffs the nature of their claims and obtain instructions in this regard.

25. The Plaintiffs plead and rely on the *Negligence Act*, R.S.O. 1990, as amended and the *Rules of Professional Conduct*, adopted by Convocation June 22, 2000, effective November 1, 2000.

INJURIES AND IMPAIRMENTS:

26. As a result of the aforesaid collision, the Plaintiff has sustained serious and permanent impairments of important physical, mental and psychological functions, which include the following serious and lasting permanent personal injuries:

- (a) Tearing and straining of the muscles of her thoracic lumbar, sacral and cervical spine causing pain and limited range of motion;
- (b) Dislocation, sprain and strain of the joints and ligaments of her lumbar spine, sacral spine, thoracic and cervical spine;
- (c) Tension headaches and migraines;
- (d) Chronic back pain;
- (e) Bursitis of the knees (bilateral);
- (f) Sprain and strain of the left wrist;
- (g) Bilateral knee pain;
- (h) Mobility problems;
- (i) Leg pain and decreased sensation;
- (j) Dizziness;
- (k) Fatigue and Insomnia;
- (l) Stress and Irritability;
- (m) Anxiety and Depression;
- (n) Problems with concentration and attention;
- (o) Low energy;
- (p) Post Traumatic Stress Disorder;
- (q) Chronic Pain Disorder;
- (r) Chronic major depressive disorder;
- (s) Mood Disorder; and

- (t) Cognitive deficiencies including poor memory, poor attention, frustration, poor concentration, poor co-ordination, amnesia, closed head injury, brain damage, and impairment of mental functioning.

DETRIMENTAL IMPACT:

27. As a result of the serious and permanent physical and psychological injuries that she has sustained, the Plaintiff has been forced to significantly limit her activities of daily living and the ability to carry on with a normal life. The Plaintiff's injuries have caused and will continue to cause her pain and suffering.

28. As a result of the collision and the injuries she sustained, the Plaintiff is severely compromised in her employability given the nature of his injuries, as well as his education, training and experience. The Plaintiff has sustained a significant loss of competitive advantage in the workplace, significant reduction of past and future earnings, and will be at a significantly higher risk of being unemployed or underemployed in the future.

29. As a further result of the injuries she sustained as a direct result of the collision, the Plaintiff:

- (a) Has sustained a loss of enjoyment of life;
- (b) Has sustained a loss of amenities of life;
- (c) Is unable to participate in recreational activities;
- (d) Is unable to participate in social activities;
- (e) Is unable to participate in household activities; and

- (f) Is unable to participate in caregiver activities, at all, or to the extent to which she participated in such activities prior to the collision.

30. The Plaintiff has undergone and will continue to undergo in the future hospitalization, therapy, rehabilitation, attendant care, the use of specialized equipment, specialized housing, and other forms of medical treatment and healthcare. In addition, she has received and will continue to receive medications. She has incurred and will continue to incur expenses with respect to same.

31. As a further result of the injuries she sustained as a direct result of the collision, the Plaintiff has and will continue to undergo:

- (a) Therapy;
- (b) Rehabilitation;
- (c) Psychological counselling;
- (d) Ingestion of medication; and
- (e) Other forms of medical treatment and healthcare.

32. The Plaintiff could not have known that she suffered a permanent serious impairment of an important physical, psychological or mental function through the exercise of diligence prior to the expiration of the limitation period. The Plaintiff pleads and relies upon s.4 of the *Limitations Act*, 2002, in this regard.

33. The Plaintiff has incurred and will continue to incur expenses for household chores, as she is not able to perform household activities to the extent that she was able to do so before the collision.

34. The Plaintiff has incurred and will continue to incur expenses for attendant care, as she is not able to perform her personal care activities to the extent she was able to do so before the collision.

35. The Plaintiff has incurred and will continue to incur expenses for caregiver activities, as she is not able to perform caregiver activities to the extent that she was able to do so before the collision.

36. The Plaintiff proposes that this action be tried at the City of Brampton, in the Province of Ontario.

Dated:

OCT 22 / 2019

SOKOLOFF LAWYERS

2 Automatic Road
Unit 105
Brampton, PN L6S 6K9

Savannah Chorney

LSUC No. 57656V
Tel.: (416) 966-4878
Fax: (416) 966-8865

Lawyers for the Plaintiffs

CV-19-00004334-0000
Court File No.:

WALGAMPAHA
Plaintiffs

and

SANTHAKUMAR
Defendants

SUPERIOR COURT OF JUSTICE

PROCEEDING COMMENCED AT BRAMPTON

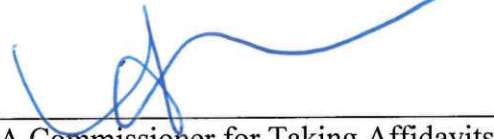
STATEMENT OF CLAIM

SOKOLOFF LAWYERS
2 Automatic Road
Unit 105
Brampton, ON L6S 6K9

Savannah V. Chorney
LSUC No. 57656V
Tel: (416) 966-4878
Fax: (416) 966-8865

Lawyers for the Plaintiff

This is Exhibit T referred to in the
Affidavit of Savannah Chorney sworn
before me, this 15 day of September, 2022

A handwritten signature in blue ink, consisting of several loops and a long horizontal stroke extending to the right.

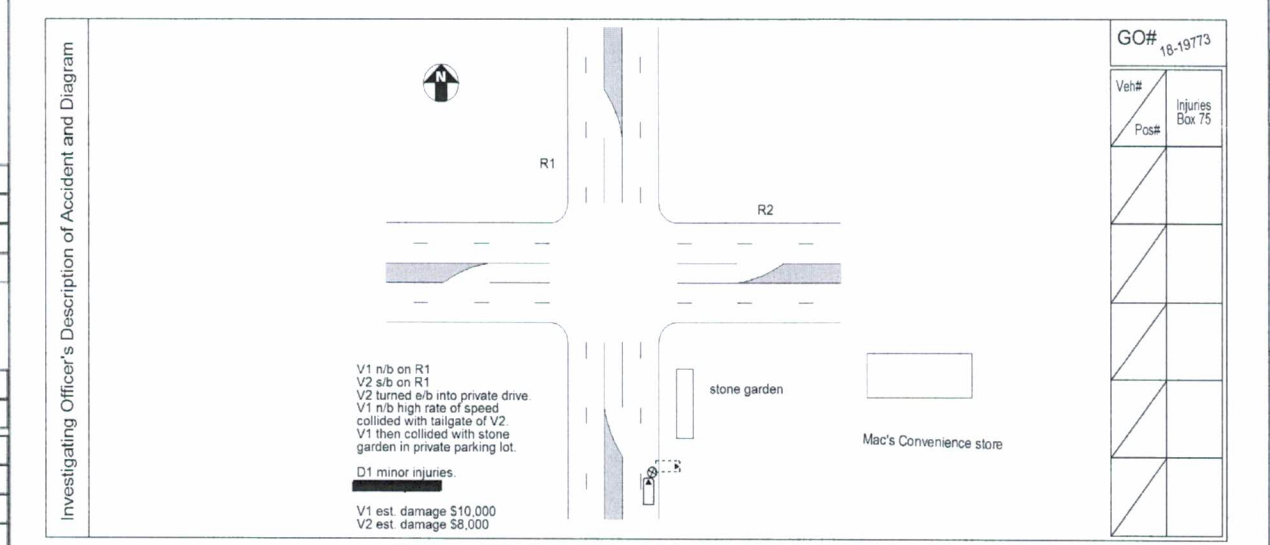
A Commissioner for Taking Affidavits



Motor Vehicle Accident Report

1 01
2 02
3 R1
4 01
5
6 01
7 10
8
9 02
10 02
11 01
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16 01
17 01
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19 01
20 01

| | | | | | |
|--|--|--|---|----------------------------------|--|
| Report Type <input type="checkbox"/> Original <input checked="" type="checkbox"/> Amended <input type="checkbox"/> Failed To Remain | | Accident Number 18-19773 | | Page 1 of 1 | |
| Time Officer Arrived or Police Force Reported to: 2018 03 07 1043 | | Emergency Equipment in Attendance EMS/ Fire | | Service Performed First Aid | |
| Name of Investigating Officer BRETTE, HEATHER | | Badge No. 07730 | | Div./Stat./Det. CUC | |
| Name of Submitting Police Force NIAGARA REGIONAL POLICE | | MTO Use Only | | Highway Distance Unit Dir. | |
| Location R1 STANLEY AVE R2 FERRY ST | | 3m from Distance M District | | Keypoint/Geocode Offset Ramp No. | |
| Municipality NIAGARA FALLS | | County/District, Reg. Municipality Niagara Region | | | |
| Driver (Last Name First) 1 SABARATNAM, ANTONIS | | | Driver (Last Name First) 2 HALL, WILLIAM HERBERT | | |
| Address 2502 BRIDLE RD S | | | Address 5272 STANLEY AV | | |
| Telephone No. (647) 504-0305 | | | Telephone No. (905) 354-7925 | | |
| Postal Code L1L0A5 | | | Postal Code L2E5A5 | | |
| Driver's Licence No. S00040540760625 | | | Driver's Licence No. [REDACTED] | | |
| Prov. ON Class G Cond. n/a | | | Prov. ON Class GM Cond. n/a | | |
| Sex Y M D M 1976 06 25 | | | Sex Y M D M 1944 12 18 | | |
| Proper Licence to Drive Class of Vehicle <input checked="" type="checkbox"/> Y <input type="checkbox"/> N | | | Proper Licence to Drive Class of Vehicle <input checked="" type="checkbox"/> Y <input type="checkbox"/> N | | |
| Suspended Driver <input type="checkbox"/> Y <input checked="" type="checkbox"/> N | | | Suspended Driver <input type="checkbox"/> Y <input checked="" type="checkbox"/> N | | |
| Breathalyzer Blood Test Admin. <input type="checkbox"/> Y <input checked="" type="checkbox"/> N | | | Breathalyzer Blood Test Admin. <input type="checkbox"/> Y <input checked="" type="checkbox"/> N | | |
| Make Year Model Colour Body Style BMW 2007 GRY 4DR | | | Make Year Model Colour Body Style FORD 1998 RANG BLU PUCREW | | |
| Air Brake <input checked="" type="checkbox"/> Y <input type="checkbox"/> N Plate No. BSVW149 | | | Air Brake <input checked="" type="checkbox"/> Y <input type="checkbox"/> N Plate No. 5822YT | | |
| Prov. ON Number of Occupants in Vehicle 1 | | | Prov. ON Number of Occupants in Vehicle 1 | | |
| Owner (Last Name First) SABARATNAM, ANTONIS | | | Owner (Last Name First) HALL, WILLIAM HERBERT | | |
| Address 2502 BRIDLE RD S | | | Address 5272 STANLEY AV | | |
| Telephone No. (647) 504-0305 | | | Telephone No. (905) 354-7925 | | |
| Postal Code L1L0A5 | | | Postal Code L2E5A5 | | |
| Insurance Company and Policy No. PRIMUM INS | | | Insurance Company and Policy No. ALL STATE | | |
| 39310584 | | | 058948724 | | |
| CVOR No. | | | CVOR No. | | |
| Lic. Class Required G <input checked="" type="checkbox"/> Loaded <input type="checkbox"/> Unloaded | | | Lic. Class Required G <input checked="" type="checkbox"/> Loaded <input type="checkbox"/> Unloaded | | |
| Approx. Speed 60 Km/hr. | | | Approx. Speed 10 Km/hr. | | |
| Make Plate No. Prov. | | | Make Plate No. Prov. | | |
| Owner (Last Name First) As vehicle above | | | Owner (Last Name First) As above | | |
| Address Telephone No. | | | Address Telephone No. | | |
| Postal Code | | | Postal Code | | |
| Insurance Company and Policy No. As Vehicle Above | | | Insurance Company and Policy No. As Vehicle Above | | |



| Lanes/Speed | Number of Lanes | Posted Speed | |
|-------------|-----------------|--------------|----------|
| | | Max. | Advisory |
| R1 | 5 | 50 | |
| R2 | 5 | 50 | |

Descriptions of Code(s) 97, 98, 99

Describe Damage to Other Property _____ Person and/or Agency Advised _____ Y M D Time _____

No. Involved Persons - Injured Taken To/By
D1 taken to GNGH by EMS as precaution

Independent Witnesses - Name _____

Vehicle Taken To/By
v1 4500 Montrose Rd
v2 Private Tow

Persons Charged - Section and Act & P.O. No.
SABARATNAM, ANTONIS 130HTA 9587954z

Name of Coroner _____ If School Age Child Involved, Indicate School Name _____

Signature of Investigating Officer: BRETTE, HEATHER Report completed on: 2018 03 07

Signature of Supervisor: ELLWOOD, ERIC Badge No. 09258 Y 2018 M 03 D 19

| Involved Persons | Veh. No. | Ped. No. | Name | Address | Phone | Age | Sex | Y | M | D |
|------------------|----------|----------|-----------------------|-------------------------|----------------|-----|-----|----|----|----|
| 1 | 01 | | SABARATNAM, ANTONIS | OSHAWA ON L1L0A5 | (647) 504-0305 | 41 | M | 01 | 03 | 00 |
| 2 | 02 | | HALL, WILLIAM HERBERT | NIAGARA FALLS ON L2E5A5 | (905) 354-7925 | 73 | M | 01 | 00 | 03 |

All boxes must be completed by of ficers submitting Report t.
Specify all codes 97, 98, 99 on this Report t

This is Exhibit U referred to in the
Affidavit of Savannah Chorney sworn
before me, this 15 day of September, 2022

A handwritten signature in blue ink, consisting of several loops and a long horizontal stroke extending to the right.

A Commissioner for Taking Affidavits

CONTINGENCY FEE RETAINER AGREEMENT

Between:

Hanson Duby Lawyers
2 Clinton Place, Toronto, ON M6G 1J9
P: 416 588 9100 F: 416 588 9102

-and-

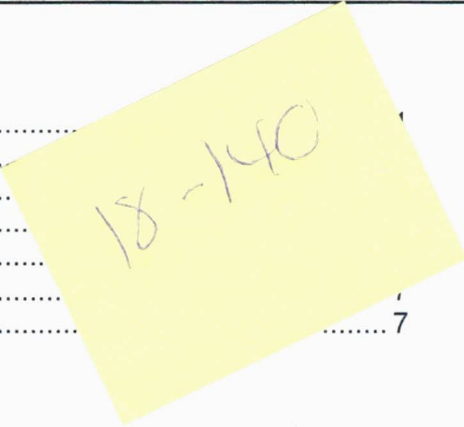
ANTONIS SABRATNAM

Hereafter referred to as the "Claimant" or "Claimants"

This agreement explains the services that we will provide to you, how you will be charged for them, and our responsibilities to each other. Please read this agreement carefully. If you have questions, please ask us before signing.

Contents

Legal Services 1
Expectations 1
Other Things You Need to Know 1
Ending the Relationship 1
Your Risks 1
Confidentiality and Privacy 1
Communications 7



Legal Services

This agreement confirms that you, (the "Claimant[s]") have retained Hanson Duby Lawyers on a contingency fee basis to advance a potential Claim (the "Claim") for damages you have sustained as a result of MVA MARCH 7 2018 that occurred on: _____, due to the wrong doing of _____ or any other person who may be liable (the "Defendant").

This agreement does not cover services for any other matter.

Who We Represent

In certain circumstances, family members or other individuals may be entitled to compensation in relation to the Claim. We represent only the Claimants who have signed this agreement.

Potential Conflicts

If you have asked us to act for more than one potential Claimant, this is will be a joint retainer. In that case, we will share information between everyone we represent. Any information received from any of you will be shared with the rest.




Initial

In the case of a joint retainer, you have advised that there is no conflict of interest between you and that you have no objection to our firm representing all individuals signing this agreement. If a conflict does arise in the future you agree now, that in the event of any conflict arising we will continue to represent _____. We would then refer any conflicted individuals to an independent lawyer.

Expectations

What You Can Expect from Us

We will report to you on significant developments throughout. We will take appropriate steps to protect your interests and advance your Claim, which may include any of the following:

- (a) obtain and review relevant documentation;
- (b) conduct other investigations and/or research;
- (c) retain and instruct expert witnesses;
- (d) advise you if the Claim is likely viable;
- (e) make reasonable efforts to settle the case;
- (f) commence a lawsuit;
- (g) conduct examinations of any individual you sue;
- (h) prepare for and attend any court appearances, mediations, or pre-trial settlement conferences; and/or
- (i) prepare for and attend trial.

This agreement does not cover the services for an appeal. If after a trial, either side appeals, you would need to enter into a new agreement to cover the legal services associated the appeal.

What We Expect from You

We expect that you will reasonably cooperate and communicate with us. We can provide our best advice and guidance only when we have all relevant information. It is vital that you be candid and honest at all times. We must be able to reasonably make contact with you and receive a reply to our communications within 24 hours. In addition, we ensure you that any questions or concerns regarding your Claim will be answered within one business day.

What Your Claim is Worth

How much money you receive from the Claim is determined by a number of factors that are difficult to determine from the outset. These usually include, the extent of the injury, the final prognosis, and the economic consequences of the harm caused. Once we have the necessary information, we will give you our opinion of the dollar value of the Claim. Our opinion may change as the Claim develops.

How Long It Will Take

It can take up to several years for a claim to settle or go to trial. The amount of time the claim takes depends on factors such as: the age of the injured person; how soon they recover from their injuries; when we receive information about what the future holds for the injured person and court availability.



Settlement or Trial

We will try to settle your lawsuit to obtain a favourable settlement for you. If your Claim is settled, it would not have to go to trial. If we cannot settle the case, we will discuss with you the risks and potential benefits of a trial.

You Decide

We will give you our best advice and guidance; however, at all times you have the right to make the final choice regarding all major decisions, including settlement.

How Much Will It Cost

Legal costs are made up of two components: (1) legal fees and (2) out-of-pocket expenses, known as disbursements.

Legal Fees

You can choose to pay us for our work and expenses on an ongoing basis, based on time spent at fixed hourly rates. Alternatively, you can pay a percentage of the amount recovered, but only if you are successful in recovering compensation. This is known as a contingency fee. **You have chosen to retain us on a contingency fee basis.**

If you do not receive money for the Claim, you do not pay us for legal fees.

If you receive money for the Claim, you agree to pay us a fee of 33% of the total amount recovered, plus disbursements and HST.

If we successfully settle a lawsuit or we are successful at trial, we will seek a sum of money called "costs" from the Defendant. Any money received from the Defendant for costs are **not** included in the calculation of our fee, and serve to partially offset our charges.

When the Percentage Fee May Be Different

You may want to proceed to trial even though we recommend that you settle. In this case, if the trial judgment turns out to be less than the settlement that we recommended, our percentage fee will be based on the amount of the settlement that we recommended to you, not the amount of the trial judgment. We will notify you in writing if this situation occurs to avoid any confusion.

Charges for legal services vary. You can speak with other lawyers to compare rates and payment arrangements. Hanson Duby Lawyers shall **not** recover more in fees than you recover in damages or receive in a settlement.




Initials

Disbursements

Disbursements are the expenses we incur on your behalf, which may include: copying; postage; couriers; long distance; document binding; court and government filings; obtaining medical records; transcripts; court reporter services; investigators; expert consultants; demonstrative evidence; focus groups; witness attendance; travel; and research. You acknowledge that Hanson Duby Lawyers are entitled to be reimbursed for any of the disbursements expended on your behalf subject to s. 47 of the *Legal Aid Services Act, 1998* (applicable if you are in receipt of Legal Aid).

As part of this Contingency Fee Retainer Agreement, we will initially pay all disbursements plus HST. If we are successful in recovering money for the Claim, we will be reimbursed for all legal expenses plus applicable taxes from any recovery. However, if we are not successful, we will not be reimbursed for these expenses.

We are entitled to be reimbursed for any legal expenses as a first charge on any money received for the Claim. This means that we have the legal right to be paid first from any such money.

Billing

We will provide you with an account in writing setting out the amounts recovered for your Claim, for legal costs, and expenses and showing the amounts charged to you under this agreement and the balance payable to you. You agree that any money from a settlement or judgment, including costs, will be paid directly to us to be held in trust by us subject to the terms of this Agreement. We will deduct our fee, legal expenses, and applicable taxes and provide you the balance.

Interest will accrue on the unpaid balance of any account(s) thirty days after the account has been mailed to you. The rate of interest will be noted on the account we send to you.

You have the right to ask the Superior Court of Justice to review and approve your lawyer's bill, within 30 days from the date you receive it. After that you must ask the Court for permission, providing an explanation for the delay.

Example

The following example is offered to help explain how you will be charged. It is not a prediction of your legal fees and expenses or what the Claim is worth.

This example assumes a settlement made up of the following amounts paid by the Defendant:

| | |
|-----------------------------|---------------|
| Damages including interest | \$ 100,000.00 |
| Costs | 15,000.00 |
| Disbursements | 2,500.00 |
| HST (on \$33,000) | 4,290.00 |
| Total Paid by the Defendant | \$ 118,290.00 |




initials

We would charge thirty-three and one-third percent (33%) of the total damages. The account delivered to our client would be:

| | |
|---|--------------|
| Fee (33% of \$100,000) | \$33,000.00 |
| Disbursements paid by the Defendant | 2,500.00 |
| HST (on legal fees of \$33,000) | 4,290.00 |
| Total Fees and Disbursement Paid by You | \$ 39,790.00 |

In this example, the claimant would receive \$78,500.00 after deduction of our charges.

Other Things You Need to Know

Structured Settlement

A structured settlement allows you to receive tax-free payments over a period of time instead of a lump sum. There may be advantages to having all or part of a settlement structured or a legal requirement to accept payments over a period of time.

If periodic payments are part of any settlement or judgment, you will still be responsible for payment of our account at the time of settlement based on the total paid for the Claim including any amounts to fund periodic payments.

Persons Under a Legal Disability

Legal disability includes being under the age of 18, or mentally incapable.

If any person covered by this agreement is under a legal disability, this agreement and any legal charges must be approved by a judge, either before the agreement is finalized or as part of the approval of any settlement. Any money payable to such persons will be paid into court unless a judge orders otherwise.

Legal Cost and Disbursement Protection

You acknowledge that legal cost protection has been obtained on your behalf and for your benefit covering up to twenty-five thousand dollars (\$25,000) of legal cost protection and/or disbursements which may be owed by you following a trial of your claim(s). The cost of the protection is five hundred dollars (\$500) plus HST and will be paid out of your claim settlement proceeds or award. No fee shall be paid or owing in the event your claim is unsuccessful, abandoned, discontinued or transferred to new legal representation.

Ending the Relationship

You End the Relationship

You can end this agreement at any time. If you terminate this agreement before the Claim is concluded, you agree to pay the disbursements that were paid by our firm pertaining to your case as well as our reasonable charges for the work accomplished to that date as explained below.



If you do terminate this Agreement, you agree to sign a court form which tells the court that we no longer act for you.

We End the Relationship

There are circumstances where we may choose to end this agreement. For example, if we at any time determine that the Claim is unlikely to succeed or is no longer economically viable. In these circumstances, we may then enter into a new, non-contingency based fee agreement on terms to be negotiated at that time.

In the event that we terminate this Agreement and you ultimately received nothing for your Claim, we will not charge you legal fees. If we terminate the Agreement, and you do recovery money for your Claim, you agree to protect or pay our reasonable charges as explained below.

Reasonable Charges Explained

The factors that will determine our reasonable charges where this agreement ends prior to resolution of the Claim, include the time and effort required and spent by us; the usual hourly rates charged by us for non-contingency work; the complexity of the case and the responsibility and risk we assumed by representing you in the case; the difficulty and importance of your case; the expertise, experience, degree of skill and competency demonstrated by us in representing you; whether special skill or service was required and provided; the amount involved and/or value of the Claim; results obtained by us; and other relevant circumstances.

Our usual hourly rates, which generally increase annually, are:

| | |
|--------------------|----------|
| Senior Lawyer | \$350.00 |
| Junior Lawyer | \$240.00 |
| Law Clerks | \$90.00 |
| Articling Students | \$90.00 |
| Summer Students | \$90.00 |

Protecting Our Account Explained

If you terminate this agreement and continue with the Claim, but are unable to pay our account at the time of termination, and we make arrangements to permit our reasonable charges to be paid upon the conclusion of the Claim, you agree that our reasonable charges will be a first charge on any money paid for the Claim. You also agree to sign a document at that time confirming this.

Your Risks

We will act in your best interests and give you our best legal advice. However, no lawyer can guarantee a successful outcome.

If a lawsuit is filed and the lawsuit or any significant pre-trial hearing is lost, the court may order you to pay a portion of the winning side's legal fees and disbursements/expenses. You are responsible for paying any such costs. Insurance may be available to protect you from some or




Initials

all of a costs award that you may have to pay. We have discussed the availability of this insurance.

Understanding these risks, by signing this Agreement, you are expressly authorizing us to file a lawsuit on your behalf, if appropriate.

Confidentiality and Privacy

You authorize the collection and use of personal information in order to fully and properly represent you. From time to time some of your personal information may be disclosed to third parties only we determine is reasonably required to advance the Claim on your behalf.

Communications

We will contact you at:

Name: _____

Address: _____

Email: _____

Phone: _____

You can contact us at:

Hanson Duby Lawyers, 2 Clinton Place, Toronto, ON M6G 1J9

P: 416 588 9100 F: 416 588 9102 E: _____@hansonduby.com

Email

By initialing this paragraph, you authorize the sending of confidential or private correspondence, documents and other information related to the Claim to you through the Internet (and, particularly, e-mail) in an unencrypted condition and without any guarantee of security or protection from interception by a third party.

Initials




Initials

CONFIRMATION

This Contingency Fee Retainer Agreement contains the complete agreement between us regarding your relationship with us, and our legal fees and expenses. It will not be changed unless we both agree and sign any changes. It will legally bind anyone, such as heirs or legal representatives, who replace either you or us but it does not legally bind other lawyers who might act for you if you decide to end our relationship.

You confirm that you understand that all usual protections and controls on retainers between a lawyer and client, as defined by the Law Society of Upper Canada and the common law, apply to this agreement.

LAWYER

Date: _____

MARCH 22 / 2018

WITNESS

Cassandra Roy

CLIENT ONE

Date: _____

MARCH 22 / 2018

WITNESS

Cassandra Roy

CLIENT TWO

Date: _____

WITNESS



Initials

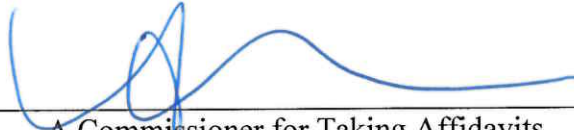
This is Exhibit V referred to in the
Affidavit of Savannah Chorney sworn
before me, this 15 day of September, 2022

A handwritten signature in blue ink, consisting of a series of loops and a long horizontal stroke.

A Commissioner for Taking Affidavits

| 15-287/18-140 SABARATNAM, Antonis(DOL: Aug 15/15 & March 7/18) | | | | |
|--|---|---------------|----------------------|------------------|
| Date | Type | Amount | HST (13%) | Total |
| Aug 15, 2015 | Administrative Fee (15-287) | \$100 | N/A | \$100 |
| Oct 1, 2015 | Medical Notes- Dr. Savim | \$146.75 | N/A | \$146.75 |
| Oct 3, 2016 | Ministry of Health- OHIP Decoded Summary | \$74 | N/A | \$74 |
| Nov 13, 2015 | Motor Vehicle Accident Report: Toronto Police Service | \$60 | \$7.80 | \$67.80 |
| July 24, 2017 | Minister of Finance- Statement of Claim | \$220 | N/A | \$220 |
| Jul 24, 2017 | LSO (transaction levy) | \$50 | \$6.50 | \$56.50 |
| July 26, 2017 | Court Processor (Omega)- Statement of Claim at Toronto Superior Court | \$30 | \$3.90 | \$33.90 |
| Sept 8, 2017 | Court Processor (Omega)- Statement of Claim Service | \$242 | \$31.46 | \$273.46 |
| Nov 29, 2017 | Medical Notes: Scarborough Rouge Hospital (prepayment) | \$30 | N/A | \$30.00 |
| April 3, 2018 | Ministry of Health: OHIP Decoded Summary | \$74 | N/A | \$74 |
| April 16, 2018 | Motor Vehicle Accident Report: Niagara Regional Police Service (18-140) | \$50 | \$6.50 | \$56.50 |
| July 8, 2018 | Court Processor (Omega)- NOCOL | \$30.50 | \$3.90 | \$34.40 |
| Sept 10, 2018 | Medical Notes: Dr. Gnanatissa | \$160 | N/A | \$160.00 |
| Sept 17, 2018 | Prescription Records: Valley Creek Pharmacy | \$150 | \$19.50 | \$169.50 |
| Feb 7, 2019 | Medical Notes: Dr. Kumar (prepayment) | \$150 | N/A | \$150 |
| | | | | |
| August 24, 2020 | TOTAL | \$1567.25 | \$79.56 | \$1646.81 |

This is Exhibit W referred to in the
Affidavit of Savannah Chorney sworn
before me, this 15 day of September, 2022

A handwritten signature in blue ink, consisting of a large, stylized initial 'W' followed by a series of loops and a long horizontal stroke.

A Commissioner for Taking Affidavits



Motor Vehicle Accident Report

1 02

Report Type Original Amended Failed To Remain

Accident Number **GO 2017-140338** Page **1** Of **1**
 Accident Date **2017 05 14** Day of the Week **SUN** Time **0411**

05 41
02 42

2 02
3 02

Time Officer Arrived or Police Force Reported to: **2017 05 14 0411** Emergency Equipment in Attendance **FIRE, EMS** Service Performed **MEDICAL TRAFFIC** Prod. Ident. No. (P.I.N.)
 Name of Investigating Officer **CARINGI, DANIEL** Badge No. **2236** Div./Stat./Det. **4DHQ** Dangerous Goods Involvement **UNIC**

01 43
01 44

4 07
5

Location R1 Trafficway **HIGHWAY 27** Distance **5** Check as applicable M. Km. N. S. E. W.
 R2 Reference Point **ROYALPARK WY** Municipality **VAUGHAN** County, District, Reg. Municipality **YORK REGION**

03 45

6 07
7 01

Driver (Last Name First) **ARIZAGA-BORDA, FERNANDO** Code
 Address **43 HOPEWELL ST** Telephone No. **(905) 832-9588**
VAUGHAN, ONT Postal Code **L4H3Y1**
 Driver's Licence No. **A74662620620530** Prov. **ONT** Class **G** Cond.

Driver (Last Name First) **PETERPOLE RAJAKONE, CONJALAL T.** Code
 Address **25 SLEIGHTHOLME CR** Telephone No. **(647) 716-9927**
BRAMPTON, ONT Postal Code **L6P3E9**
 Driver's Licence No. **P28471348710225** Prov. **ONT** Class **g** Cond.

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Make **HOND** Year **2010** Model **SPO** Colour **ONG** Body Style **5DR**
 Air Brake Plate No. **AWHW762** Prov. **ONT** Number of Occupants in Vehicle **2**

Make **HYUN** Year **2017** Model **ELAN** Colour **WHI** Body Style **4DR**
 Air Brake Plate No. **BZZH082** Prov. **ONT** Number of Occupants in Vehicle **2**

01 48
01 49
01 50

11 01
12 01
13 01
14 01

Owner (Last Name First) **ARIZAGA-BORDA, IRINA**
 Address **43 HOPEWELL ST** Telephone No. **(416) 828-0908**
VAUGHAN, ONT Postal Code
 Insurance Company and Policy No. None **DESJARDINS**
D2335408
 CVOR No. Lic. Class Required **G** Loaded Unloaded Approx. Speed **50** Km/hr.

Owner (Last Name First) **PETERPOLE RAJAKONE, CONJALAL T.**
 Address **25 SLEIGHTHOLME CR** Telephone No. **(647) 716-9927**
BRAMPTON, ONT Postal Code **L6P3E9**
 Insurance Company and Policy No. None **AVIVA**
41750836
 CVOR No. Lic. Class Required **G** Loaded Unloaded Approx. Speed **0** Km/hr.

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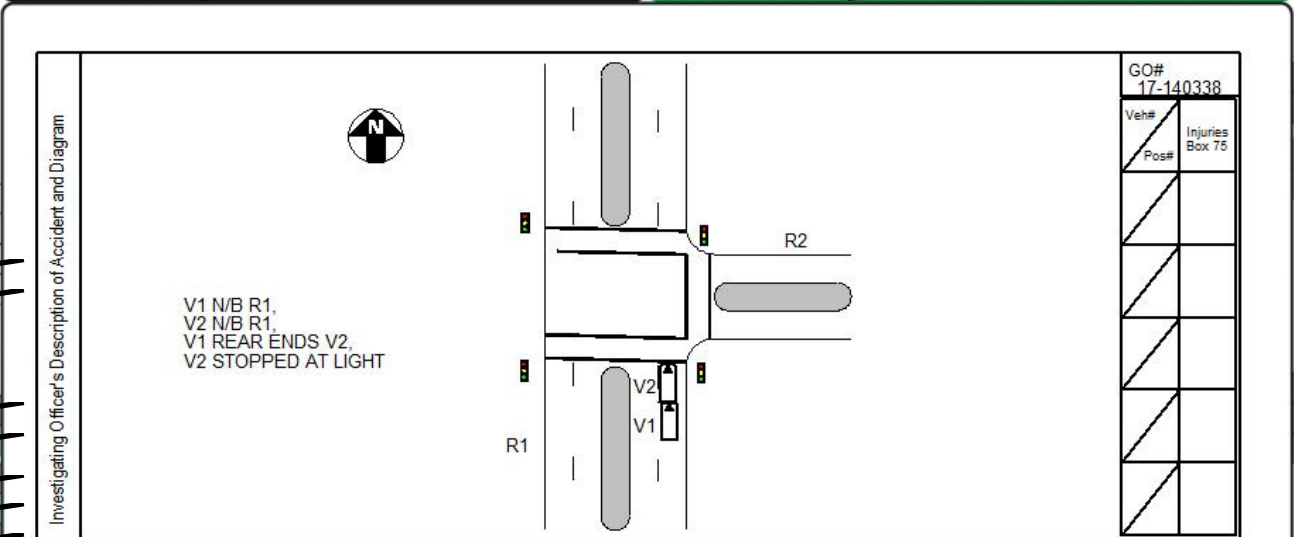
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Trailer
 Make _____ Year _____ Model _____ Colour _____ Body Style _____
 Air Brake _____ Plate No. _____ Prov. _____ Number of Occupants in Vehicle _____
 Owner (Last Name First) _____
 As vehicle above
 Address _____ Telephone No. _____
 Postal Code _____
 Insurance Company and Policy No. _____
 As Vehicle Above

Trailer
 Make _____ Year _____ Model _____ Colour _____ Body Style _____
 Air Brake _____ Plate No. _____ Prov. _____ Number of Occupants in Vehicle _____
 Owner (Last Name First) _____
 As vehicle above
 Address _____ Telephone No. _____
 Postal Code _____
 Insurance Company and Policy No. _____
 As Vehicle Above

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01 60
03 61

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06 65

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Lanes/Speed

| | Number of Lanes | Posted Speed Max. | Posted Speed Advisory |
|----|-----------------|-------------------|-----------------------|
| R1 | 2 | 60 | |
| R2 | 2 | 60 | |

 Descriptions of Code(s) 97, 98, 99

06 66
06 67
06 68

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Describe Damage to Other Property _____ Person and/or Agency Advised _____ Y M D Time _____
 No. **3** Involved Persons - Injured Taken To/By **N/A** Independent Witnesses - Name _____

Error Entry

41
42

Vehicle Taken To/By **v1 YORK AUTO OFF SCENE** **v2 PRIVATE TOW OFF SCENE**
 Persons Charged - Section and Act & P.O.T. No. **D1 130HTA**
 Name of Coroner _____ Telephone No. _____ If School Age Child Involved, Indicate School Name _____
 Signature of Investigating Officer **CARINGI, DANIEL** Report completed on **2017 05 14** Signature of Supervisor **SCIORTINO, Fabio** Badge No. **1202** Y M D **2017 05 16**

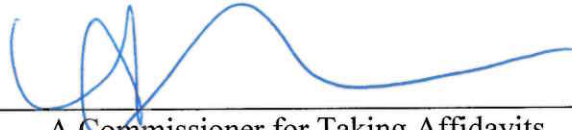
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| Involved Persons | Veh No. | Ped. No. | Name | Address | Telephone No. | Age | Sex | Class | Y | M | D | Time | Code |
|------------------|---------|----------|---------------------------------|--------------------|----------------|-----|-----|-------|----|----|----|------|------|
| 1 | 1 | | ARIZAGA-BORDA, FERNANDO | 43 HOPEWELL ST | (905) 832-9588 | 54 | M | 01 | 00 | 03 | 01 | 01 | 01 |
| 2 | 2 | | PETERPOLE RAJAKONE, CONJALAL T. | 25 SLEIGHTHOLME CR | (647) 716-9927 | 46 | M | 01 | 00 | 03 | 01 | 01 | 01 |
| 3 | 2 | | RAFINE, AUBREY J. | | | 28 | F | 06 | 01 | 03 | 01 | 01 | 01 |
| 4 | 1 | | ARIZAGA-BORDA, IRINA | | | 49 | F | 03 | 00 | 03 | 01 | 01 | 01 |

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All boxes must be completed by officers submitting Report. Specify all codes **97, 98, 99** on this Report

This is Exhibit X referred to in the
Affidavit of Savannah Chorney sworn
before me, this 15 day of September, 2022

A handwritten signature in blue ink, consisting of several loops and a long horizontal stroke, positioned above a horizontal line.

A Commissioner for Taking Affidavits



2 Clinton Place
 Toronto, ON M6G 1J9
 Ph: 416-588-9100 Fax: 416-588-9102

TRANSFER ACCOUNT

August 27, 2019

Conjalal Peterpole Rajakone
 25 Sleightholme Crescent
 Brampton, ON L6P 3E9

RE: MVA- Tort & AB
Date of Loss: May 14, 2017
Our File No.: 17-203

FEES

| | |
|-----------------|-------------------|
| OUR FEE HEREIN: | <u>\$4,672.55</u> |
| Fee Subtotal | \$4,135.00 |
| HST on Fees | \$537.55 |

DISBURSEMENTS

| | Disbursements | Receipts |
|--|--------------------------|----------|
| Jun-15-17 Admin Fee * | 100.00 | |
| Mar-23-18 Clinical notes and records of Dr. Liao (CR) | 26.55 | |
| Apr-29-18 Clinical Note - Dr. Dindar- prepayment- ai | 88.00 | |
| May-16-18 Motor Vehicle Accident Report – York Regional Police, prepayment- ai | 340.00 | |
| Feb-11-19 Minister of Finance re Updated OHIP Summary* | 74.00 | |
| May-13-19 MINISTRY FEE to Issue Statement of Claim, 17-203* | | |
| May-15-19 Omega Process Servers // Issued Statement of Claim // Inv. 19-9676 | 229.00 | |
| Jul-03-19 Omega Process Servers // Served Statement of Claim // Inv. 19-13641 | 60.00 | |
| | <u>187.00</u> | |
| Totals | \$1,354.55 | \$0.00 |
| HST on Disbursements | \$123.70 | |
| Total Disbursements & HST | <u>\$1,478.25</u> | |
| Total Fee, Disbursements & HST | <u>\$6,148.54</u> | |

* tax-exempt

Per: Brad Duby
 /sk



August 27, 2019

Conjalal Peterpole Rajakone
25 Sleightholme Crescent
Brampton, ON L6P 3E9

RE: MVA- Tort & AB
Client: Conjalal Peterpole Rajakone
Date of Loss: May 14, 2017
Our File No.: 17-203

ACCOUNT OF FEES – TORT & ACCIDENT BENEFITS

| TASK | TIME SPENT | RATE & STAFF | AMOUNT INCCURED |
|--|------------|----------------------------|-----------------|
| DATE Initial Client Meeting | 2.0 | \$350.00 DH -Lawyer | \$700 |
| Aug 23, 2017 Email to Insurer | 0.1 | \$ 200 CR-Paralegal | \$20 |
| Aug 28, 2017 Facsimile to Insurer | 0.1 | \$ 200 CR-Paralegal | \$20 |
| Aug 28, 2017 Email to client | 0.1 | \$ 200 CR-Paralegal | \$20 |
| Sept 15, 2017 Facsimile to Insurer | 0.1 | \$ 200 CR-Paralegal | \$20 |
| Sept 22, 2017 Facsimile to Insurer | 0.1 | \$ 200 CR-Paralegal | \$20 |
| Sept 29, 2017 Letter to CRA | 0.1 | \$75 AI-Legal Assistant | \$7.5 |
| Oct 2, 2017 Letter to Ministry of Health and Long-Term Care | 0.1 | \$75 AI-Legal Assistant | \$7.5 |
| Oct 2, 2017 Letter to York Regional Police | 0.1 | \$75 AI-Legal Assistant | \$7.5 |
| Oct 3, 2017 Review Insurer's Correspondence | 0.1 | \$ 200 CR-Paralegal | \$20 |
| Oct 4, 2017 | 0.1 | \$125 | \$12.5 |



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| Email to Insurer | | LC-Senior Law Clerk | |
| Oct 4, 2017 | 0.1 | \$ 200 | \$20 |
| Review Correspondence from BDO | | CR-Paralegal | |
| Oct 4, 2017 | 0.1 | \$ 200 | \$20 |
| Email to Client | | CR-Paralegal | |
| Oct 11, 2017 | 0.1 | \$75 | \$7.5 |
| Letter to Employer (Beauty System Inc.) | | HK-Legal Assistant | |
| Oct 11, 2017 | 0.1 | \$75 | \$7.5 |
| Letter to AB Insurer (Intact) | | HK-Legal Assistant | |
| Oct 11, 2017 | 0.1 | \$75 | \$7.5 |
| Letter to Property Damage Unit (Intact) | | HK-Legal Assistant | |
| Oct 11, 2017 | 0.1 | \$75 | \$7.5 |
| Letter to Dr. Liao | | HK-Legal Assistant | |
| Oct 11, 2017 | 0.1 | \$75 | \$7.5 |
| Letter to Client | | HK-Legal Assistant | |
| Oct 11, 2017 | 0.1 | \$ 200 | \$20 |
| Review Correspondence from Altum Health | | CR-Paralegal | |
| Oct 11, 2017 | 0.1 | \$75 | \$7.5 |
| Call with Client | | HK-Legal Assistant | |
| Oct 12, 2017 | 0.1 | \$75 | \$7.5 |
| Review Correspondence from York Regional Police | | AI-Legal Assistant | |
| Oct 13, 2017 | 0.1 | \$ 200 | \$20 |
| Call to Client | | CR-Paralegal | |
| Oct 13, 2017 | 0.1 | \$ 200 | \$20 |
| Email to Client | | CR-Paralegal | |
| Oct 13, 2017 | 0.1 | \$ 200 | \$20 |
| Letter to Client | | CR-Paralegal | |
| Oct 13, 2017 | 0.1 | \$ 200 | \$20 |
| Facsimile to Insurer | | CR-Paralegal | |
| Oct 16, 2017 | 0.1 | \$ 200 | \$20 |
| Facsimile to Insurer | | CR-Paralegal | |
| Oct 17, 2017 | 0.1 | \$ 200 | \$20 |
| Review Insurer's Correspondence | | CR-Paralegal | |
| Oct 19, 2017 | 0.1 | \$75 | \$7.5 |
| Facsimile to AB Insurer | | HK-Legal Assistant | |
| Oct 19, 2017 | 0.1 | \$ 200 | \$20 |
| Facsimile to Insurer | | CR-Paralegal | |
| Oct 20, 2017 | 0.1 | \$75 | \$7.5 |
| Letter to Client | | HK-Legal Assistant | |
| Oct 23, 2017 | 0.1 | \$ 200 | \$20 |
| Call with Client | | CR-Paralegal | |
| Oct 23, 2017 | 0.1 | \$ 200 | \$20 |



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| Facsimile to Insurer | | CR-Paralegal | |
| Oct 23, 2017 | 0.1 | \$75 | \$7.5 |
| Facsimile to Insurer | | HK-Legal Assistant | |
| Oct 23, 2017 | 0.1 | \$ 200 | \$20 |
| Review Correspondence from BDO | | CR-Paralegal | |
| Oct 25, 2017 | 0.1 | \$ 200 | \$20 |
| Review Insurer's Correspondence | | CR-Paralegal | |
| Oct 26, 2017 | 0.1 | \$ 200 | \$20 |
| Call with Insurer | | CR-Paralegal | |
| Oct 27, 2017 | 0.1 | \$ 200 | \$20 |
| Review Insurer's Correspondence | | CR-Paralegal | |
| Oct 30, 2017 | 0.1 | \$ 200 | \$20 |
| Review Correspondence from BDO | | CR-Paralegal | |
| Oct 30, 2017 | 0.1 | \$ 200 | \$20 |
| Review Insurer's Correspondence | | CR-Paralegal | |
| Oct 30, 2017 | 0.1 | \$ 200 | \$20 |
| Email to Client | | CR-Paralegal | |
| Oct 31, 2017 | 0.1 | \$ 200 | \$20 |
| Email to Client | | CR-Paralegal | |
| Oct 31, 2017 | 0.3 | \$ 200 | \$60 |
| Review of OHIP Summary | | CR-Paralegal | |
| Nov 2, 2017 | 0.1 | \$ 200 | \$20 |
| Review Insurer's Correspondence | | CR-Paralegal | |
| Nov 3, 2017 | 0.1 | \$75 | \$7.5 |
| Facsimile to Insurer | | HK-Legal Assistant | |
| Nov 3, 2017 | 0.1 | \$75 | \$7.5 |
| Email to client | | HK-Legal Assistant | |
| Nov 6, 2017 | 0.1 | \$ 200 | \$20 |
| Email to Insurer | | CR-Paralegal | |
| Nov 7, 2017 | 0.1 | \$ 200 | \$20 |
| Review Insurers' Correspondence | | CR-Paralegal | |
| Nov 7, 2017 | 0.1 | \$ 200 | \$20 |
| Letter to Client | | CR-Paralegal | |
| Nov 14, 2017 | 0.1 | \$75 | \$7.5 |
| Call to Client | | HK-Legal Assistant | |
| Nov 20, 2017 | 0.3 | \$ 200 | \$60 |
| Review Employment Records | | CR-Paralegal | |
| Nov 26, 2017 | 0.1 | \$ 200 | \$20 |
| Review Insurer's Correspondence | | CR-Paralegal | |
| Nov 27, 2017 | 0.1 | \$ 200 | \$20 |
| Facsimile to Insurer | | CR-Paralegal | |
| Nov 27, 2017 | 0.1 | \$ 200 | \$20 |
| Email to Client | | CR-Paralegal | |


DUBY & ASSOCIATES

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| Nov 27, 2017 Facsimile to BDO | 0.1 | \$ 200 CR-Paralegal | \$20 |
| Nov 28, 2017 Call to Client | 0.1 | \$75 HK-Legal Assistant | \$7.5 |
| Nov 28, 2017 Email to Client | 0.1 | \$75 HK-Legal Assistant | \$7.5 |
| Nov 30, 2017 Facsimile to Insurer | 0.1 | \$ 200 CR-Paralegal | \$20 |
| Dec 1, 2017 Review Correspondence from BDO | 0.1 | \$ 200 CR-Paralegal | \$20 |
| Dec 11, 2017 Email to Client | 0.1 | \$ 200 CR-Paralegal | \$20 |
| Dec 13, 2017 Letter to Employer | 0.1 | \$75 HK-Legal Assistant | \$7.5 |
| Dec 21, 2017 Review Insurer's Correspondence | 0.1 | \$ 200 CR-Paralegal | \$20 |
| Dec 27, 2017 Review Insurer's Correspondence | 0.3 | \$ 200 CR-Paralegal | \$60 |
| Jan 3, 2018 Email to Insurer | 0.1 | \$ 200 CR-Paralegal | \$20 |
| Jan 3, 2018 Review Correspondence from BDO | 0.1 | \$ 200 CR-Paralegal | \$20 |
| Jan 8, 2018 Email to Client | 0.1 | \$ 200 CR-Paralegal | \$20 |
| Jan 11, 2018 Call with Client | 0.1 | \$ 200 CR-Paralegal | \$20 |
| Jan 19, 2018 Email to client | 0.1 | \$ 200 CR-Paralegal | \$20 |
| Jan 24, 2018 Facsimile to BDO | 0.1 | \$ 200 CR-Paralegal | \$20 |
| Jan 25, 2018 Review Insurer's Correspondence | 0.3 | \$ 200 CR-Paralegal | \$60 |
| Jan 25, 2018 Call with Client | 0.1 | \$ 200 CR-Paralegal | \$20 |
| Feb 2, 2018 Review Email from BDO | 0.1 | \$ 200 CR-Paralegal | \$20 |
| Feb 7, 2018 Review Insurer's Correspondence | 0.1 | \$ 200 CR-Paralegal | \$20 |
| Feb 15, 2018 Facsimile to BDO | 0.1 | \$ 200 CR-Paralegal | \$20 |
| Feb 21, 2018 Email to Client | 0.1 | \$ 200 CR-Paralegal | \$20 |
| Feb 27, 2018 | 0.1 | \$ 200 | \$20 |


DUBY & ASSOCIATES

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| Review Correspondence from BDO | | CR-Paralegal | |
| Mar 5, 2018 Fascimile to BDO | 0.1 | \$ 200 CR-Paralegal | \$20 |
| Mar 5, 2018 Email to Client | 0.1 | \$ 200 CR-Paralegal | \$20 |
| Mar 23, 2018 Email to client | 0.1 | \$ 200 CR-Paralegal | \$20 |
| Mar 29, 2018 Email to Client | 0.1 | \$ 200 CR-Paralegal | \$20 |
| Mar 29, 2018 Call to BDO | 0.1 | \$ 200 CR-Paralegal | \$20 |
| Apr 9, 2018 Letter to Dr. Liao | 0.1 | \$ 200 CR-Paralegal | \$20 |
| Apr 9, 2018 Email to Client | 0.1 | \$ 200 CR-Paralegal | \$20 |
| Apr 15, 2018 Review Insurer's Correspondence | 0.1 | \$ 200 CR-Paralegal | \$20 |
| Apr 20, 2018 Letter to Dr. Farouk Dindar | 0.1 | \$75 AI-Legal Assistant | \$7.5 |
| Apr 27, 2018 Email to Insurer | 0.1 | \$ 200 (Paralegal) | \$20 |
| May 1, 2018 Call to Insurer | 0.1 | \$ 200 CR-Paralegal | \$20 |
| May 2, 2018 Email to Insurer | 0.1 | \$ 200 CR-Paralegal | \$20 |
| May 3, 2018 Letter to Records Management | 0.1 | \$75 AI-Legal Assistant | \$7.5 |
| May 4, 2018 Email to Insurer | 0.1 | \$ 200 CR-Paralegal | \$20 |
| May 24, 2018 Letter to York Regional Police | 0.1 | \$75 AI-Legal Assistant | \$7.5 |
| May 30, 2018 Review Insurer's Correspondence | 0.1 | \$ 200 CR-Paralegal | \$20 |
| May 31, 2018 Email from York Regional Police | 0.1 | \$75 AI-Legal Assistant | \$7.5 |
| Jun 4, 2018 Review GP Records | 0.2 | \$ 200 CR-Paralegal | \$40 |
| Jun 25, 2018 Review Insurer's Correspondence | 0.1 | \$ 200 CR-Paralegal | \$20 |
| Jun 28, 2018 Email to Insurer | 0.1 | \$ 200 CR-Paralegal | \$20 |
| Jul 3, 2018 Review Insurer's Correspondence | 0.3 | \$ 200 CR-Paralegal | \$60 |

 DUBY & ASSOCIATES

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| Jul 28, 2018 Review Insurer's Correspondence | 0.1 | \$ 200 CR-Paralegal | \$20 |
| Sept 6, 2018 Review Insurer's Correspondence | 0.1 | \$ 200 CR-Paralegal | \$20 |
| Oct 12, 2018 Review Insurer's Correspondence | 0.1 | \$ 200 CR-Paralegal | \$20 |
| Nov 28, 2018 Email to Insurer | 0.1 | \$ 200 CR-Paralegal | \$20 |
| Dec 5, 2018 Email to Insurer | 0.1 | \$ 200 CR-Paralegal | \$20 |
| Dec 5, 2018 Email to Client | 0.1 | \$ 200 CR-Paralegal | \$20 |
| Dec 5, 2018 Email to Active Healthcare | 0.1 | \$ 200 CR-Paralegal | \$20 |
| Dec 5, 2018 Review Insurer's Correspondence | 0.1 | \$ 200 CR-Paralegal | \$20 |
| Dec 7, 2018 Email to Client | 0.1 | \$ 200 CR-Paralegal | \$20 |
| Dec 11, 2018 Review Correspondence from Altum Health | 0.1 | \$ 200 CR-Paralegal | \$20 |
| Dec 12, 2018 Review Insurer's Correspondence | 0.1 | \$ 200 CR-Paralegal | \$20 |
| Dec 21, 2018 Email to Client | 0.1 | \$ 200 (Paralegal) | \$20 |
| Jan 2, 2019 Facsimile & Letter to Dr. Manivannan Selvananthan | 0.1 | \$ 200 CR-Paralegal | \$20 |
| Jan 2, 2019 Email to Client | 0.1 | \$ 200 CR-Paralegal | \$20 |
| Jan 3, 2019 Email to Active Healthcare | 0.1 | \$ 200 CR-Paralegal | \$20 |
| Jan 15, 2019 Review Insurer's Correspondence | 0.1 | \$ 200 CR-Paralegal | \$20 |
| Jan 24, 2019 Email to client | 0.1 | \$ 200 CR-Paralegal | \$20 |
| Jan 25, 2019 Email to Active Healthcare | 0.1 | \$ 200 CR-Paralegal | \$20 |
| Jan 25, 2019 Facsimile to Insurer | 0.1 | \$ 200 CR-Paralegal | \$20 |
| Feb 1, 2019 Review Insurer's Correspondence | 0.1 | \$ 200 CR-Paralegal | \$20 |
| Feb 5, 2019 Letter to CRA | 0.1 | \$ 200 CR-Paralegal | \$20 |


DUBY & ASSOCIATES

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| Feb 13, 2019 Facsimile to Dr. Selvananthan | 0.1 | \$ 200 CR-Paralegal | \$20 |
| Feb 28, 2019 Email to Active Healthcare | 0.1 | \$ 200 CR-Paralegal | \$20 |
| Mar 6, 2019 Email to Client | 0.1 | \$ 200 CR-Paralegal | \$20 |
| Mar 11, 2019 Letter to Ministry of Health and Long-Term Care | 0.1 | \$ 200 CR-Paralegal | \$20 |
| Apr 1, 2019 Review ITR | 0.2 | \$ 200 CR-Paralegal | \$40 |
| Apr 1, 2019 Review OHIP Summary | 0.3 | \$ 200 CR-Paralegal | \$60 |
| Apr 15, 2019 Email to Active Healthcare | 0.1 | \$ 200 CR-Paralegal | \$20 |
| Apr 26, 2019 Email to Client | 0.1 | \$ 200 CR-Paralegal | \$20 |
| Apr 26, 2019 Facsimile to Insurer | 0.1 | \$ 200 CR-Paralegal | \$20 |
| May 14, 2019 Drafting SOC | 1 | \$350 BD - Lawyer | \$350 |
| May 14, 2019 Preparing materials for issuing SOC | 0.1 | \$100 SK-Law Clerk | \$10 |
| May 14, 2019 Memo to Process Server | 0.1 | \$100 SK-Law Clerk | \$10 |
| May 14, 2019 Call from Process Server | 0.1 | \$100 SK-Law Clerk | \$10 |
| May 15, 2019 Review Issued SOC | 0.1 | \$100 SK-Law Clerk | \$10 |
| Jun 3, 2019 Letter to Client | 0.1 | \$100 SK-Law Clerk | \$10 |
| Jun 3, 2019 Memo to Process Server | 0.1 | \$100 SK-Law Clerk | \$10 |
| Jun 3, 2019 Letter to Defendant | 0.1 | \$100 SK-Law Clerk | \$10 |
| Jun 3, 2019 Facsimile to BI Insurer | 0.1 | \$100 SK-Law Clerk | \$10 |
| Jun 10, 2019 Review Insurer's Correspondence | 0.1 | \$ 200 CR-Paralegal | \$20 |
| Jun 11, 2019 Review Insurer's Correspondence | 0.1 | \$ 200 CR-Paralegal | \$20 |
| Jun 27, 2019 Email to Active Healthcare | 0.1 | \$ 200 CR-Paralegal | \$20 |



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| Jul 4, 2019 Review Memo from Process Server | 0.1 | \$100 SK-Law Clerk | \$10 |
| Jul 23, 2019 Email to Active Healthcare | 0.1 | \$ 200 CR-Paralegal | \$20 |
| Aug 8, 2019 Email to new counsel re AB Direction | 0.1 | \$ 200 CR-Paralegal | \$20 |
| Aug 8, 2019 Email to new counsel encl.Docs | 0.1 | \$100 SK-Law Clerk | \$10 |
| File Transfer Preparation AB | 1.0 | \$ 200 CR-Paralegal | 200 |
| File Transfer Preparation Tort | 2 | \$100 SK – Law Clerk | 200 |
| TOTAL | | - | \$4,135.00 |

Total Fees Incurred: \$4,135.00
 HST: \$ 537.55

TOTAL: \$4,672.55

DH: Dana Hanson, Lawyer @ \$350 per hour
 BD: Brad Duby, Lawyer @ \$350 per hour
 CR: Cassie Roy, Paralegal @ \$200
 LC: Lydia Chiussi @ Senior Law Clerk @125
 SK: Sunny Kim, Law Clerk @ \$100
 AI: Aafreen Irani, Legal Assistant @ \$75
 HK: Haya Kennedy, Legal Assistant @ \$75

Please make all cheque payable to **BRAD DUBY PROFESSIONAL CORPORATION**

Per: Brad Duby
 /sk

THE TORONTO DOMINION BANK
Applicant

V

BRAD DUBY PROFESSIONAL CORPORATION
Respondent

ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST

Proceeding Commenced at Toronto

AFFIDAVIT OF
SAVANNAH V. CHORNEY

CHORNEY SIDHU INJURY
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Email:
savannah@chorneylawyers.com
melissa@chorneylawyers.com

New Counsel

THE TORONTO DOMINION BANK
Applicant

V

BRAD DUBY PROFESSIONAL CORPORATION
Respondent

ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST

Proceeding Commenced at Toronto

RESPONDING MOTION
RECORD OF NEW COUNSEL
CHORNEY SIDHU INJURY
LAWYERS

CHORNEY SIDHU INJURY
LAWYERS

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New Counsel