

SECOND FURTHER AMENDED pursuant to Rule 3-72(2)(b)(i) of *The Queen's Bench Rules*

Form 3-9
(Rule 3-9)

COURT FILE NUMBER QBG NO 789 OF 2020

COURT OF QUEEN'S BENCH FOR SASKATCHEWAN

JUDICIAL CENTRE REGINA

PLAINTIFF(S) JACOB WASSERMANN, CAROL BRONS, and LYLE BRONS

DEFENDANT(S)

THE GOVERNMENT OF SASKATCHEWAN, AS REPRESENTED BY THE MINISTER OF HIGHWAYS AND INFRASTRUCTURE, and HER MAJESTY THE QUEEN, AS REPRESENTED BY THE ATTORNEY GENERAL FOR SASKATCHEWAN, THE GOVERNMENT OF ALBERTA, AS REPRESENTED BY THE MINISTRY OF TRANSPORT, HER MAJESTY THE QUEEN, AS REPRESENTED BY THE ATTORNEY GENERAL FOR ALBERTA, HER MAJESTY THE QUEEN OF CANADA, AS REPRESENTED BY THE ATTORNEY GENERAL OF CANADA, JASKIRAT SINGH SIDHU, ADESH DEOL TRUCKING LTD, SUKHMINDER SINGH, ANSWER TRAILER RENTALS & LEASING LTD., CHARLIE'S CHARTERS LTD., MOTOR COACH INDUSTRIES LIMITED, PREMIER HORTICULTURE LTEE./PREMIER HORTICULTURE LTD. And SASKATCHEWAN GOVERNMENT INSURANCE.

FILED IN THE OFFICE OF THE LOCAL REGISTRAR ON THE 17TH DAY OF FEB 2020
J. LEZON
LOCAL REGISTRAR
COURT OF QUEEN'S BENCH FOR SASKATCHEWAN
REGINA

Brought under *The Class Actions Act*

NOTICE TO DEFENDANTS

1 The plaintiffs may enter judgment in accordance with this Statement of Claim or the judgment that may be granted pursuant to *The Queen's Bench Rules* unless, in accordance with paragraph 2, you:

- (a) serve a Statement of Defence on the plaintiffs; and
- (b) file a copy of it in the office of the local registrar of the Court for the judicial centre named above.

2 The Statement of Defence must be served and filed within the following period of days after you are served with the Statement of Claim (excluding the day of service):

- (a) 20 days if you were served in Saskatchewan;
- (b) 30 days if you were served elsewhere in Canada or in the United States of America;
- (c) 40 days if you were served outside Canada and the United States of America.

3 In many cases a defendant may have the trial of the action held at a judicial centre other than the one at which the Statement of Claim is issued. Every defendant should consult a lawyer as to his or her rights.

4 This Statement of Claim is to be served within 6 months from the date on which it is issued.

5 This Statement of Claim is issued at the above-named judicial centre on the 3rd day of April, 2020.

"SEAL"

"J. LEZON
DY. LOCAL REGISTRAR"

Local Registrar

STATEMENT OF CLAIM

THE PARTIES

1. Lyle Brons and Carol Brons (the "**Plaintiffs**") reside in Lake Lenore Humboldt, Saskatchewan and are the parents of Dayna Brons ("**Dayna**").
 - 1.1 Jacob Wassermann ("**Jacob**") resides in Saskatoon, Saskatchewan and is 20 years old.

(collectively, the Plaintiffs).
2. The Defendant, the Government of Saskatchewan ("**Saskatchewan**"), is represented herein by the Minister of Highways and Infrastructure ("**Highways**") and the Attorney General of Saskatchewan. Saskatchewan is a party to this action pursuant to ss. 4 and 5 of *The Proceedings Against the Crown Act*, 2019 S.S. 2015, c. P-27.01.
3. The Defendant, Her Majesty the Queen in the right of Alberta ("**Alberta**") is represented herein by the Minister of Transportation ("**Minister**"). Alberta is a party to this action pursuant to ss. 4 and 5 of the *Proceedings Against the Crown Act*, R.S.A. 2000, c. P-25. At all material times, Alberta and the Minister were responsible for the licensing of professional drivers, and the regulation and enforcement of extra-provincial carriers registered in Alberta.
4. The Defendant, Her Majesty the Queen in right of Canada ("**Canada**"), is represented by the Attorney General of Canada pursuant to s. 23 of the *Crown Liability and Proceedings Act*, R.S.C. 1985, c. C-50. Through Transport Canada, the Defendant Canada also administers the transportation industry in Canada and sets and imposes regulations on the transportation and bussing industries.
5. Unless otherwise indicated, in each instance the words Saskatchewan, Alberta, and Canada are intended to include agents, servants, employees,

and officers acting on behalf of Saskatchewan, Alberta, and Canada, including the Ministers for each level of government.

6. The Defendant, Jaskirat Singh Sidhu was a resident of Calgary, Alberta ("**Sidhu**"). He is currently an inmate in the Correctional System of Canada.
7. The Defendant, Adesh Deol Trucking Ltd ("**Adesh Deol**") is and was at all material times a body corporate registered to carry on business pursuant to the laws of the Province of Alberta, carrying on business in Alberta and Saskatchewan, having a registered office in Calgary, Alberta. Adesh Deol owns and operates semi power units and trailers, hiring drivers to operate its semi power units. At all material times hereto, Adesh Deol was the owner of a 2001 Peterbilt power unit, ("**Peterbilt**") bearing Alberta license plate E57560.
8. The Defendant, Sukhmander Singh is a resident of Calgary, Alberta ("**Singh**"), and is the sole owner and director of Adesh Deol.
9. The Defendant, Answer Trailer Rentals & Leasing Ltd. ("**Answer**") is a body corporate that was duly registered to carry on business pursuant to the laws of the Province of Alberta, having a registered office in Calgary Alberta. Answer owns a 2018 Lode-King Lead and a 2018 Lode-King Pup ("**Trailers**") Answer was responsible for the condition and maintenance of the Trailers. Alternatively, Adesh Deol was responsible for the condition and maintenance of the Trailers, as it was the Lessee of the Trailers.
10. At all material times hereto, Sidhu was the operator of the Peterbuilt with the knowledge and consent of Adesh Deol and Singh. At all material times Sidhu was operating the Peterbuilt with the Trailers with the knowledge and consent of Adesh Deol and Singh.
11. The Defendant, Charlie's Charters Ltd. ("**Charter Company**") is a body corporate that was duly registered to carry on business pursuant to the laws of the Province of Saskatchewan with a registered office in Tisdale,

Saskatchewan. At all material times, the Charter Company was the owner of a 2000 Motor Coach Industries Ltd. Intercity Coach model 102 EL3 Series E4500 ("**Bus**") bearing Saskatchewan license plate 020 JGN.

12. The Defendant, Motor Coach Industries Limited (MCIL) ("**Bus Manufacturer**") is a federal corporation with an office in Winnipeg, Manitoba. The Bus Manufacturer was the designer and manufacturer of the Bus.
13. The Defendant, Premier Horticulture Ltee./ Premiere Horticulture Ltd. ("**Premier**") is a body corporate, duly incorporated pursuant to the laws of the Province of Quebec, having a registered office in Rivière-Du-Loup, Quebec. Premier was responsible for the manufacture of Peat Moss in Saskatchewan. Further, Premier was responsible at all material times for the loading of its peat moss product onto trailers at Carrot River, Saskatchewan.
14. The Defendant, Saskatchewan Government Insurance ("**SGI**") is a body corporate, duly constituted pursuant to the provisions of *The Saskatchewan Government Insurance Act, 1980* SS c. S-19.1 and is brought in this action as a nominal defendant pursuant to the provisions of subsection 41(1) of *The Automobile Accident Insurance Act, RSS c- A-35* and because the insurance coverage available will be inadequate to pay the compensatory damages likely to be awarded to the Plaintiffs and the Class Members at law arising from the losses they have sustained.

BACKGROUND FACTS

15. On April 6, 2018, at around 4:58 p.m. a motor vehicle collision occurred at the intersection of Highways 35 and 335 ("**Intersection**") located approximately 30 kilometers north of Tisdale, Saskatchewan and approximately 30 kilometers south of Nipawin, Saskatchewan ("**Collision**").
16. The Collision occurred when the Bus that was transporting the Humboldt Broncos Hockey Team, staff, therapists, coaches, a radio analyst and related

personnel struck the Peterbilt, and the two Trailers which was being operated by Sidhu. The Humboldt Broncos Hockey Team was travelling to Nipawin, Saskatchewan to play that evening in Game 5 of a SJHL playoff game against the Nipawin Hawks. The Peterbilt and two Trailers were transporting a load of bales or packages of peat moss to a customer.

17. At the time of the Collision, Sidhu was the operator and only occupant of the Peterbilt. A total of 29 people were occupants of the Bus.
18. At all times material to the Collision, the Semi-Tractor Unit was travelling westbound on Highway 335, and the Bus was travelling northbound on Highway 35. Both Highways 335 and 35 are provincial highways as described in s. 2(p) of the *Highways and Transportation Act*, 1997, S.S. 1997, c. H-3.01 (the "*HTA*").
19. The South East corner of the Intersection is very heavily treed along both Highway 35 and Highway 335. The dense foliage prevents vehicles travelling north on Highway 35 from seeing vehicles travelling west on Highway 335. The dense foliage also prevents vehicles travelling on Highway 335 from seeing vehicles travelling north on Highway 35. The heavy trees are a complete and dangerous obstruction, making the Intersection very unsafe, a fact which Saskatchewan knew or should have known.
20. Highway 335 westbound has a 4 foot stop sign and warning lights at the Intersection. Highway 35 northbound does not have any traffic controls. Sidhu failed to bring the Peterbilt and Trailers to a complete stop at the stop sign, contrary to the laws of Saskatchewan, including *The Highway Traffic Act*, SS 1986, c. H-3.1 and *The Traffic Safety Act*, SS 2004, c. T-18.1 and the *Criminal Code of Canada*, RSC, 1985, c C-46.
21. The Peterbilt failed to stop at the stop sign and entered the intersection. It left no tire marks due to braking. The Peterbilt was travelling at approximately 86 to 96 kilometers per hour as it entered the intersection. The driver of the Bus,

Glen Doerksen had little chance to react and the Bus slammed into the trailer. The Peterbilt and the Trailers were completely blocking the path of the Bus and its 29 defenceless occupants. The Bus and the Peterbilt separated. The roof of the Bus came off, seats were ejected and the Bus tipped onto its side. The occupants of the Bus were thrown extended distances. The Peterbilt also tipped over.

22. Sidhu has admitted to being concerned with the placement of the Trailer's tarps causing him to have lost concentration on the road. He failed to bring his vehicle to a stop at the Intersection as required.
23. As a direct result of the Collision, 16 people died: Dayna Brons (24), Tyler Bieber (29), Logan Hunter (18), Logan Boulet (21), Jaxon Joseph (20), Jacob Leicht (19), Mark Cross (27), Connor Lukan (21), Glen Doerksen (59), Logan Schatz (20), Darcy Haugan (42), Evan Thomas (18), Adam Herold (16), Parker Tobin (18), Brody Hinz (18), and Stephen Wack (21). Fourteen of these people died at the accident scene. Two others died later as a result of their injuries.
24. As a direct result of the Collision, 13 people were seriously injured: Graysen Cameron (19), Brayden Camrud (19), Kaleb Dahlgren (20), Bryce Fiske (20), Morgan Gobeil (18), Matthieu Gomercic (20), Xavier Labelle (18), Layne Matechuk (18), Derek Patter (19), Nicholas Shumlanksi (20), Tyler Smith (19), Ryan Straschnitzki (18), and Jacob Wassermann (18).
25. The Collision was an event of catastrophic magnitude. There was horrific loss of life and extensive injuries. To hear about the Collision was devastating to the general public and created a World-wide response of caring and support.
26. There were people who saw the catastrophic results first-hand.
27. There were "**First Citizens**" who went directly to the Collision site doing

everything possible to help. These people invariably had no special training. They helped in a situation that would have seemed overwhelming to them, dealing with issues no person should ever have to deal with.

28. There were "**First Responders**" who went to the Collision site in answer to 911 calls. These First Responders included but were not necessarily limited to "**Police Officers**", "**Paramedics**", "**Firefighters**", "**Accident Reconstructionists**", "**Coroners**" and in each case their associates.
29. These First Responders and their associates would invariably have had special training and special experience. However, it would have been impossible for any of them to be prepared for the Collision site, with its unprecedented magnitude.
32. There were many other people who were involved with the Collision, from moments after the Collision onward. Each of these people dealt with horrendous issues arising from the Collision and has memories that will have a lasting effect.
33. Sidhu was charged pursuant to s. 249 of the *Criminal Code*, R.S.C. 1985, c C-46 with 16 counts of dangerous driving causing death, and 13 dangerous driving causing bodily harm. Sidhu pleaded guilty to all charges in January 2019. On March 22, 2019, Sidhu was sentenced to 8 years imprisonment for each fatality and 5 years imprisonment for each person injured. The 29 sentences are all to be served concurrently.
34. During the sentencing proceedings, the Royal Canadian Mounted Police presented a *Forensic Collision Reconstruction Report* (the "**Forensic Report**"). Canada and Saskatchewan formed part of the reconstruction team that ultimately compiled the Forensic Report.
35. The Forensic Report indicated that Sidhu violated a total of 51 federal regulations in accordance with the *Commercial Vehicle Drivers Hours of Service Regulations* SOR/2005-313 held under the under the *Motor Vehicle*

Transport Act, R.S.C. 1985, c. 29 (3rd Supp.) (the "MVTA").

36. The Forensic Report further indicated that Sidhu violated a total of 19 Saskatchewan regulations in accordance with the *Trip Inspection Regulations* R.R.S., c. H-3.01, Reg. 11 held under the HTA.
37. The Forensic Report concluded that Sidhu should have been placed out of service and should not have been allowed to operate the Semi-Tractor Unit on the date of the Collision.
38. Singh was charged with road traffic violations including the failure to maintain logs for driver's hours of service, failure to monitor the compliance of a driver under safety regulations, having more than one daily log for any day and failure to have or follow a written safety program.
39. Singh pleaded guilty to the charges and paid a fine of \$5,000.

THE PROPOSED CLASS

40. The Defendants have jointly or separately, by their acts or omissions described herein, caused harm and damages to the Plaintiffs and Class. The Plaintiffs act as Representative Plaintiffs on behalf of an affected Class of several persons in the Provinces of Saskatchewan, Alberta and Canada. The Plaintiffs institute this Claim as Representatives on behalf of the Class of persons who have suffered harm or damages as a result of the Defendants' acts, omissions, wrongdoings, and breaches of legal duties and obligations, described herein including, but not limited to, negligence and failure to fulfill their statutory or common law duties, or other obligations owed to the Plaintiffs and Class Members.
41. The Plaintiffs on behalf of all Class Members claim for the relief set out herein against each of the Defendants, for the following proposed Class:
 - a. All persons who were on the Bus, including the Broncos Hockey Team, staff, therapists, coaches, a radio analyst and related personnel

involved in the Collision;

- c. All family members of the persons on the Bus involved in the Collision;
- e. All First Citizens who attempted to assist at the Collision;
- f. All First Responders, including Police Officers, Paramedics, Firefighters, Accident Reconstructionists, 911 Operators and their associates; and
- g. Medical personnel who attended and treated the passengers of the Bus, including STARS ambulance and other ambulance workers.

(Collectively, the "Class Members" or "Class")

THE PLAINTIFFS' HARMS

- 42. Carol and Lyle Brons are the parents of Dayna, one of the passengers of the Bus that died as result of the Collision.
- 43. Carol and Lyle Brons are "parents" under s. 2(b) of *The Fatal Accident Act*, RSS 1978, c F11 ("**The FAA**"), and Dayna is a "child" under s. 2(a) of *The FAA*.
- 44. Dayna was the Bronco's team Athletic Therapist, but was much more than that. She was a daughter, a sister, a partner, a friend, a relative. She was active in sports throughout her school years, basketball, fastball, softball, hockey, track, soccer, as well as SRC. dance, and music. She was a tireless worker and a selfless volunteer. Dayna was an alter server and a choir member.
- 45. Dayna had taken a degree in Kinesiology and Heath Studies from the University of Regina. She then attended Mount Royal University in Calgary, Alberta where she took her Advanced Certificate in Athletic Therapy.
- 46. Her career as an Athletic Therapist brought her work with the Saskatoon

SWAT Lacrosse team and the Saskatchewan Roughriders training camp. However, she was thrilled to work with the Humboldt Broncos and was treated as one of the team.

47. Following the Collision on April 6, 2018, Dayna was airlifted to a hospital in Saskatoon, Saskatchewan where she fought for five days before the agonizing decision was made to take her off life support. Dayna died on April 11, 2018 as result of the fatal injuries she sustained from the Collision.
48. Following the loss of their young daughter, the Plaintiffs have suffered profound grief and mental anguish.
49. Dayna was a beautiful, happy, loving, and loved young woman with her whole life in front of her.
- 49.1 Jacob Wassermann is 20 years old and was born on January 9, 2000. At the time of the Collision Jacob was a member of the Humboldt Broncos Hockey Team.
- 49.2 As a result of the Collision Jacob suffered spinal cord injuries at his T9 and T10 vertebrae leaving him paralyzed from the waist down. Other injuries suffered by Jacob include a brain bleed, bilaterally collapsed lungs, a fractured sternum, fractures to six ribs, a fractured scapula, depression, anxiety and Post Traumatic Stress Disorder.

DEFENDANTS' ACTS, OMISSIONS, KNOWLEDGE AND INTENT

Saskatchewan's Role

50. Saskatchewan owes a duty of care to the people using its provincial highways. At all material times, Saskatchewan owed a duty of care to the Plaintiffs and Class. In a province that has hundreds of thousands of rural residents, this is especially important.
51. Saskatchewan is responsible for and is obliged to design, build, and monitor

Highways 35 and 335 to ensure they are safe for travel by members of the public, including Class members. That is their duty to ensure the safety of the members using the highways and that all intersections are safe to use.

52. Saskatchewan failed to ensure the design, build, and monitoring of Highways 35 and 335 adhered to its own guidelines, including specifically the Department of Highways memorandum DM 505 dated 1994. The DM 505 outlined the importance of having no objects including trees blocking the sight triangles of an intersection.
53. The southeast corner of the Intersection has a large growth of evergreen and dense deciduous trees. This forest growth occurs on adjacent to Highway 335 and Highway 35. The trees prevent westbound drivers on Highway 335 from seeing vehicles travelling northbound on Highway 35. The trees prevent northbound drivers on Highway 35 from seeing vehicles travelling westbound on Highway 335. Their sight lines are impaired. The Forensic Report of Cpl E. Lockyer, Lead Reconstructionist for the Collision, deals with this issue in great detail and confirms that the heavy trees are a complete and dangerous obstruction.
54. The Collision was not the first fatal accident to occur at the Intersection. In 1997, a family of 6 people were killed at the Intersection. According to the *Highway 35 and Highway 335 Intersection Safety Review*, ("**Safety Review Report**") prepared by McElhanney Consulting Services, there have been six accidents in the period from 1990 to 2017. The frequency of the accidents has been increasing over the years, with a majority of the accidents having serious consequences. Fifty percent of the accidents resulted in injury in those 28 years and 17% resulted in fatality.
55. The Safety Review Report identified the tree line at the southeast corner of the Intersection was a complete obstruction and that constituted a sight triangle limitation for vehicles travelling westbound on Highway 335 like the Semi-Tractor Unit. The removal of the trees was recommended.

56. The Safety Review Report further proposed stop control enhancements like rumble strips and better signage. This would assist with a major highway like Highway 355 as it would warn of another major highway at the intersection. Costs to remediate the intersection were minimal, including removal of the trees and improving signage and adding in rumble strips.
57. Given that these conditions existed on April 6, 2018 and existed when the Safety Review Report was presented in November 2018, the situation was clear to Saskatchewan and should have been remedied prior to the Collision.
58. The sight lines present at the intersection are not in accordance with Saskatchewan's own regulations as established by the Ministry of Highways and Infrastructure. The sight lines were not designed, constructed and monitored in accordance with the guidelines and caused or contributed to the Collision.
59. This is an issue of National, Canada-wide importance. Visual obstructions, of any degree and especially ones that are complete obstructions, are dangerous and should be identified and removed across Canada. The applicable Governmental Bodies have a duty to protect citizens.
60. The Minister also has the responsibility to ensure transport law is followed within Saskatchewan. It has established the Commercial Vehicle Enforcement ("CVE") Branch responsible for the enforcement of commercial vehicle weight and dimension regulations along with other transportation enforcement activities. In 2015-16 the CVE Branch spent about \$5 million enforcing commercial vehicle regulations including weight and dimensions. Clearly this funding is insufficient. These large vehicles are to be inspected by officers at the roadside or when they pull into a weigh scale station.
61. The Provincial Auditor for Saskatchewan ("**PAS**") in its 2017 report to the Legislative Assembly criticized the practices of the Minister and its CVE Branch as it was not effectively assessing the risks of vehicle operators not

complying with weight and dimension requirements and not providing effective enforcement. The PAS report notes that drivers often attempt to circumvent the weigh scale stations by driving on alternative routes. By law, all commercial vehicles greater than 10,000 kilograms are required to drive through the weigh scale station for assessment when the stations are open.

62. The Minister failed to indicate that there was a plan to manage risks or changes in their Annual Work Plan.
63. In this case, Sidhu was a very inexperienced, new driver and was driving two trailers fully loaded. He should have been subject to closer scrutiny than normal to ensure that he was complying with all laws. In fact the Forensic Report indicates he was completely non-compliant and should not have even been on the road. The Forensic Report found that the Peterbilt and Trailers weighed 18,170 kg.
64. There is insufficient manpower, as funded by Saskatchewan for the CVE to ensure compliance with the laws and remove unsafe vehicles and drivers from the road.
65. SGI's *2014 Traffic Accident Information System Annual Report* highlights the real dangers with large vehicles. Their weight alone is a factor that makes them more lethal. When a large vehicle is in a collision, it is more likely to be a fatal collision than with a regular passenger vehicle. In 2014, large vehicles were involved in 3% of Saskatchewan's total collisions and 11% of the total fatal collisions.
66. Although they are inherently more dangerous than other vehicles, Saskatchewan has not imposed stringent regulations on larger vehicles' use and even the speed at which they travel. If their speed were reduced for safety reasons, it would give the drivers a greater opportunity to react to lethal situations. That analysis is not done in Saskatchewan. As a result, and with

the limited manpower provided to the CVE there are dangerous vehicles travelling on grid roads and less travelled highways, such as Highway 355.

67. Saskatchewan breached its standard of care by *inter alia* because:
- a. It failed to ensure that the Intersection was free and clear of any sight line restrictions;
 - b. It knew or ought to have known that the intersection was inherently dangerous because of the history of numerous serious and fatal collisions at the Intersection and should have taken steps to correct the dangerous intersection;
 - c. It failed to take adequate care for the safety of the members of the public and specifically the Class by ensuring the most obvious signage was present at this dangerous intersection unlike other jurisdictions, Alberta for example, with larger and more appropriate signs;
 - d. It failed to install additional warnings for traffic travelling eastbound, by failing to provide rumble strips and warning that there was a dangerous intersection ahead;
 - e. It failed to install signs indicating that a major intersection was approaching, again unlike other jurisdictions including Alberta;
 - f. It knew or should have known that the azimuth of the sun in relation to the direction of the road made this intersection particularly dangerous. The driver approaching the intersection on April 6, 2018 depending upon cloud cover, could not see the sign because of the backlighting of the sun on the stop sign;
 - g. It failed to warn drivers travelling on Highway 335 of the dangerous intersection ahead, especially where the drivers from other jurisdictions in particular are experienced with larger warnings at dangerous

intersections or signs specifying that drivers were approaching dangerous intersections or major intersections;

- h. It allowed Sidhu to operate the Peterbilt on a provincial highway without adequate training and experience;
- i. It allowed Sidhu to operate the Peterbilt on a provincial highway while in violation of dozens of trip inspection regulations;
- j. It countenanced and allowed the operation of trucks by Sidhu and others in that it systemically, in effect never, checked log books, never stopped drivers, with the result that abuse of driving regulations was endemic;
- k. It failed to provide a provincial system that would control and check large transport vehicles to ensure they were safe, including but not limited to imposing reduced speed for large vehicles;
- l. It failed to ensure that the Intersection was free and clear from obstruction; and
- m. Such further and other particulars as may be established and proven at trial.

68. In the alternative, and if the Court finds that the situation and circumstances surrounding the Collision do not fall within, or are analogous to, an established category where a duty of care has previously been recognized or adopted, the Plaintiffs plead that the harms described herein were, or ought to have been, foreseeable consequences arising from Saskatchewan's failure to adhere to its duties.

69. Further or in the alternative, Canadian tort law should be applied to permit recovery of the compensation set out herein.

70. The harms described herein, including mental anguish, are, or ought to have

been, foreseeable consequences arising from Saskatchewan's failure to take care in this situation.

71. Recent to the issuing of this Claim, the Governments of both Saskatchewan and Canada relaxed the rules governing trucker hours intra-provincially and inter-provincially, indicating a complete failure to recognize the dangers to the public inherent in truck driving. This failure to recognize the dangers to members of the public, in spite of hellacious accidents such as the one forming the basis of this Claim, shows that the Governments were and are deaf, uninformed, and uncaring concerning the dangers. Families of the Humboldt Broncos were very critical of this Governmental action.
72. There are no policy considerations arising from the relationship between the Class and Saskatchewan which would make it unjust, unfair, or unreasonable, to recognize a duty of care in this situation.
73. In the context of highway maintenance and commercial vehicle control, errors in proper maintenance and control can be, and in this instance were, the cause of serious injury and death.
- 73.1 Saskatchewan's conduct described above constituted serious carelessness and recklessness which amounts to bad faith. The Plaintiffs specifically plead and rely on sections 3, 4, and 52 of the HTA.
- 73.2 The Plaintiffs state that as a result of Saskatchewan failing to satisfy its duties and as a result of Saskatchewan's actions and omissions that the Plaintiffs' and class members' harms are traceable to that failure giving rise to liability in negligence for the harms and losses sustained.
74. As a result of Saskatchewan's negligence, Class Members have suffered serious injury and death.
75. In addition, many members of the Class have sustained lasting physical and emotional damage and will continue to sustain pain and suffering and loss of

enjoyment of life.

76. The Class incurred, and will also incur further expenses, including expenses for medication, therapy, hospitalization, and other forms of medical treatment and care, the particulars of which expenses will be proven at trial.
77. The Plaintiffs also claim that, as a result of the actions, omissions, and negligence of Saskatchewan, the Plaintiffs and Class have suffered damages and losses which are not yet known to them.
78. As a result of the acts and omissions of Saskatchewan, which were, or ought have been, reasonably foreseeable by Saskatchewan, the Plaintiffs and Class have suffered harm, including, but not limited to:
 - a. Death;
 - b. Pain and suffering;
 - c. Special damages including medical expenses and out of pocket costs;
 - d. Economic loss including loss of income and loss of future income;
 - e. Loss of life and enjoyment of life;
 - f. Loss of prospective income and earning capacity;
 - g. Future care and rehabilitation; and
 - h. Other harm and pecuniary, non-pecuniary, economic and non-economic losses or damages that will be proved at trial.

Alberta's Role

79. Before April 6, 2018, it was easy to obtain a Class 1 driver's license in Alberta to operate a Semi Tractor Unit, which is considered to be a commercial vehicle in accordance with the Operator Licensing and Vehicle Control Regulation, Alta Reg. 320-2002 ("**Regulations**"). The candidate had to pass

a written test and a driving test to qualify to operate a Semi Tractor Unit.

80. Sidhu had begun training with another driver approximately March 20, 2018. He was driving on his own approximately one week before the Collision happened. He had obtained his Class 1 license in August 2017 but was not able to locate a job driving. He worked in a liquor store until March 17, 2018 when he was hired by Adesh Deol.
81. Pursuant to the Regulations, training was not required for Class 1 Commercial vehicle drivers in Alberta.
82. As a result of the Collision, Alberta announced effective March 1, 2019 that all drivers seeking a Class 1 (tractor trailer) license, would be required to complete the Mandatory Entry Level Training ("MELT") program to apply for their commercial driver's license. They promoted that the training would "result in safer, more highly skilled drivers working in the truck and bus industries."
83. MELT included government mandated number of training hours for in-class, in yard, and in-vehicle modules. Prospective Class 1 drivers are now required to complete more than 100 hours of driver training.
84. At all material times, Sidhu was an inexperienced and untrained driver that had been sanctioned by Alberta to operate a Peterbilt and haul cargo. Alberta put him on the road to operate a vehicle weighing thousands of kilograms, essentially a loaded weapon, with their blessing.
85. Alberta knew or should have known that Class 1 drivers constituted a danger to the public. In 2016 Alberta published its most recent Alberta Traffic Collision Statistics ("**Report**") for the period from 2012 to 2016. In 97% of the collisions resulting in casualties, no apparent vehicle defect was present. Human error, or some variation thereof, contributed to almost all the collisions in 2016.

86. Alberta knew or ought to have known that:
- a. The vast majority of the semi-truck accidents in Alberta were human error related, which ought to have prompted Alberta to impose a proper and more stringent process;
 - b. Alberta Class 1 drivers operated on roads and highways across Canada, including Saskatchewan;
 - c. The vetting process for the issuance of Class 1 license was inadequate; and
 - d. Adequate or any training was required for those applying for a Class 1 license.
87. Alberta also is responsible for regulating and enforcing commercial vehicles registered in Alberta, and does so through the Ministry of Transportation and Alberta Transportation.
88. In Alberta, to register a commercial vehicle to transport goods requires the issuance of an Alberta Safety Fitness Certificate ("SFC") under Alberta's National Safety Code Program ("NSC") or if federally regulated, under the *Motor Vehicle Transport Act*. RSC 1985 c 29 (3rd Supp).
89. If the regulated carrier was to operate outside of Alberta, it requires a Federal Certificate. This involved the Alberta vehicle having a "Federal Operating Status" on the SFC.
90. Alberta is responsible for monitoring carrier performance for the purpose of maintaining the personal safety of road users.
91. As the Peterbilt and other vehicles owned and operated by Adesh Deol were moving goods inter provincially, it required a SFC with Federal Status.
92. The Collision was due to the negligence of Alberta, particulars of which are as

follows:

- a. Failing to effectively license Class 1 Drivers in Alberta;
- b. Failing to effectively regulate extraprovincial carriers for the safety of others on the highways;
- c. Failing to exercise in good faith the functions it accepted from Canada for issuing an SFC for an extra-provincial carrier;
- d. Failing to clearly define and consistently apply enforcement standards across the province;
- e. Failing to direct, manage and supervise its employees and agents, and failing to heed their reports of increased risk to the safety of road users from carrier's non-compliance;
- f. Failing to establish and follow effective policies and procedures to monitor compliance with SFC conditions;
- g. Failing to establish and follow documented policies and procedures regarding compliance with professional standards and applicable legal and regulatory requirements;
- h. using a progressive intervention and discipline policy for carriers that it knew or should have known was ineffective to promote the safety and for highway users;
- i. Failing to act on complaints and evidence that Driver Programs and Licensing standards about poor compliance with driver licensing and qualification was occurring with its carriers;
- j. Employing unqualified personnel who it knew or should have known could not implement any effective road safety program and who could not effectively monitor carriers;

- k. Failing to promote or support:
 - i. the accreditation of truck driving schools and college programs which meet recognized standards;
 - ii. Development of minimum standards;
 - iii. Development of education and training curriculums;
 - iv. The Human Resource Development of Canada ("HRDC") nationally recognized entry level driver training program called "Earning your Wheels" based on the National Occupational Standards for professional truck drivers;
- l. Failing to implement recommendations and policies by the Provincial Auditor for Alberta; and
- m. Such further and other particulars as may be established and proven at trial.

- 93. As a result of Alberta's actions or negligence, Class Members have suffered serious injury and death.
- 94. In addition, many members of the Class have sustained lasting physical and emotional damage and will continue to sustain pain and suffering and loss of enjoyment of life.
- 95. The Class incurred, and will also incur further expenses, including expenses for medication, therapy, hospitalization, and other forms of medical treatment and care, the particulars of which expenses will be proven at trial.
- 96. The Plaintiffs also claim that, as a result of the actions, omissions, and negligence of Alberta, the Plaintiffs and Class have suffered damages and losses which are not yet known to them.
- 97. As a result of the acts and omissions of Alberta, which were, or ought have

been, reasonably foreseeable by Alberta, the Plaintiffs and Class have suffered harm, including, but not limited to:

- a. Death;
- b. Pain and suffering;
- c. Special damages including medical expenses and out of pocket costs;
- d. Economic loss including loss of income and loss of future income;
- e. Loss of life and enjoyment of life;
- f. Loss of prospective income and earning capacity;
- g. Future care and rehabilitation; and
- h. Other harm and pecuniary, non-pecuniary, economic and non-economic losses or damages that will be proved at trial.

Canada's Role

98. Transport Canada is a federal institution, leading the Transport Canada portfolio within the federal government and working with industry partners.
99. Transport Canada is responsible for transportation policies and programs across Canada. They promote safe, secure, efficient, and environmentally responsible transportation.
100. The MVTA is federal legislation enacted to ensure that the National Transportation Policy set out in s. 5 of the *Canada Transportation Act*, S.C. 1996, c. 10 (the "**CTA**") is carried out with respect to extra-provincial motor carrier undertakings, and, more specifically, that the regulatory regime for those undertakings is focused on safety performance assessments based on the National Safety Code for Motor Carriers; and the operating standards that apply to those undertakings are applied consistently across Canada.

101. Pursuant to s. 5 of the *CTA*, it is declared that a competitive, economic and efficient national transportation system that meets the highest practicable safety and security standards and contributes to a sustainable environment and makes the best use of all modes of transportation at the lowest total cost is essential to serve the needs of its users, advance the well-being of Canadians and enable competitiveness and economic growth in both urban and rural areas throughout Canada.
102. Pursuant to s. 2 of the *CTA*, the provisions of the *CTA* are binding on Her Majesty in the Right of Canada.
103. Canada is and has at all material times been, or ought to have been, aware that monitoring, management and implementation of transportation policies and regulations were not effectively established, encouraged and enforced by Saskatchewan. Through its failure to act or adequately oversee and manage, Canada has breached its statutory and common law obligations and the Charter.
104. Sidhu violated a total of 71 Federal transport regulations in terms of the *MVTA*. If Sidhu had been reprimanded or fined for these violations, he would not have been able to drive the Semi-Tractor Unit and cause the Collision.
105. Canada is mandated and has undertaken to act in the best interests of the Plaintiffs and Class as residents of Canada. The Plaintiffs and Class had and have a legal or substantial practical interest that stood and stands to be adversely affected by Canada's exercise of power or discretion or control. Canada's degree of discretionary control is equivalent or analogous to direct administration of the Plaintiffs' and Class' interests.
106. This overarching responsibility places the Plaintiffs and the Class in a distinct position, as they have a relationship with Canada in which the honour of the Crown is always at stake.
107. Canada willfully and knowingly failed to address the breach of duties in the

face of clear torts at law, breaches of statutory and common law obligations, Charter breaches. Canada willfully, knowingly, and systemically, fails to address and enforce its own rules under the *MVTA* and *CTA*.

108. Canada was, if not directly responsible for the implementation, management and control of the safety on Canadian roads and highways, complicit through its federal funding arrangements and general oversight in transportation within Canada.
109. Under the "Honour of the Crown" doctrine, the prevailing assumption is that the Crown will enter dealings, make grants, and carry out its duties with honourable intentions. The Honour of the Crown doctrine is premised on the assumption that the Crown would not enter dealings with ignoble intentions. Justice and law are deemed to flow from the Crown and the law is for the benefit of the Crown's subjects. In the context of this action, given the requirement that the Honour of the Crown be protected vis-à-vis the Plaintiffs and Class, Canada may not raise defences that would have the effect of further perpetuating harm or wrongdoing on the Plaintiffs and Class.
110. The Honour of the Crown doctrine is that because the Crown may do no wrong, where the Crown's servants have done wrong, the Crown may not raise as a defence that there was no wrong or that recovery against the Crown is prohibited.
111. Canada is therefore vicariously liable for the harms occasioned upon and endured by the Plaintiffs and Class that resulted from the Collision.
112. Canada owed to the Plaintiffs and Class a duty of care to provide a national transportation system that meets the highest practicable safety and security standards to advance the well-being of Canadians. That duty included an obligation to ensure adequate management and control.
113. Further, Transport Canada is responsible for the regulation of Highway buses and school buses. At the time of the Collision there was no requirement for

passenger buses to have seatbelts.

114. The Bus involved in the Collision was carrying many people, at highway speeds, over a consequential distance. In spite of this fact, only the Bus Driver was equipped with a seatbelt. Canada, as represented by the Minister for Transport Canada, has been totally negligent in failing to address the issue of mandatory seatbelts for Highway buses. This is an issue that should have been addressed a long time ago. The failure to address this issue has led to avoidable deaths and avoidable injuries and this was certainly the case with the Collision.
115. The public should not have been placed in peril on an ongoing basis. The Federal Government had a duty to approach this issue solely from a public safety viewpoint. However, it did not or action would have been taken far in advance of the Collision. It is irrefutable that seatbelts save lives and lessen injury severity. The Federal Government failed miserably from a Public Policy standpoint. The Federal Government was completely negligent in failing to act on this issue. This negligence had dire consequences for the Humboldt Broncos' personnel on board the Bus.
116. As a result of the Collision and the public outcry, Transport Canada has taken steps to make seatbelts mandatory on highway buses. This will come into effect September 1, 2020 or later. The announcement for seat belts was made on July 11, 2018, 96 days after the Collision that destroyed and affected so many lives. It should not take a catastrophic event such as this to trigger in Canada a desire to keep its citizens safe. In this situation Canada was or should have been aware of the benefits of seatbelts in Highway buses. Nothing was different in the manufacture of these buses in those 96 days. It should have been obvious that the safety feature present in most passenger vehicles would have kept bus passenger safer in a collision. In fact, in this Collision most people were ejected from the bus. The ejections contributed to the injuries or death the passengers had.

117. That duty of care included inter alia a duty of care in respect to:
- a. the administration of legislation, orders and regulations of Canada relating in any way to the Collision;
 - b. the protection, promotion and preservation of the physical, mental and social well-being of the Plaintiffs and Class;
 - c. the design, development, and communication of policies, practices, and procedures regarding the operators of commercial vehicles on highways;
 - d. the implementation and subsequent monitoring of the Federal transportation regulations and effective enforcement of the transportation regulations;
 - e. the training, certification, monitoring, and oversight of the staff policing and regulating the compliance of Federal transportation regulations, for whom Canada had a primary responsibility and very specific and specialized fiduciary duties;
 - f. the protection of the Plaintiffs and Class against risks to death and injury;
 - g. subject to *The Statistics Act* R.S.C. 1985, c. S-19, the collection, analysis, interpretation, publication, and distribution of information relating to public safety;
 - h. the cooperation with provincial authorities with a view to the coordination of efforts made or proposed for preserving and improving public safety; and
 - i. the promotion of cooperation and consultation in the field of public safety with provincial governments.

118. The duty of Canada to adhere to the aforementioned duties was clear and immutable at all material times.
119. The duty of Canada to adhere to the aforementioned duties was common to the Class.
120. Canada breached its duty of care by inter alia:
 - a. Failing to administer legislation, orders, and regulations of Canada relating in any way to the Collision;
 - b. Failing to protect, promote and preserve the physical, mental and social well-being of the Plaintiffs and Class;
 - c. Failing to design, develop, and communicate policies, practices, and procedures regarding the operators of commercial vehicles on highways;
 - d. Failing to implement and subsequently monitor the Federal transportation regulations;
 - e. Failing to train, certify, monitor, and oversee of the staff policing and regulating the compliance of Federal transportation regulations, for whom Canada had a primary responsibility and very specific and specialized fiduciary duties;
 - f. Failing to protect the Plaintiffs and Class against risks to death and injury, including but not limited to the use of seatbelts in Highway buses;
 - g. Failing to collect, analyse, interpret, publish and distribute information relating to public safety;
 - h. Failing to cooperate with provincial authorities with a view to the coordination of efforts made or proposed for preserving and improving

public safety;

- i. Failing to implement safety standards that would have protected passengers on the Bus by requiring the use of seatbelts on Highway buses;
- j. Failing to promote cooperation and consultation in the field of public safety with provincial governments; and
- k. Such further and other particulars as may be established and proven at trial.

121. As a result of Canada's negligence, Class Members have suffered serious injury and death.

122. In addition, many members of the Class have sustained lasting physical and emotional damage and will continue to sustain pain and suffering and loss of enjoyment of life.

123. The Class incurred, and will also incur further expenses, including expenses for medication, therapy, hospitalization, and other forms of medical treatment and care, the particulars of which expenses will be proven at trial.

124. The Plaintiffs also claim that, as a result of the actions, omissions, and negligence of Canada the Plaintiffs and Class have suffered damages and losses which are not yet known to them.

125. As a result of the acts and omissions of Canada, which were, or ought have been, reasonably foreseeable by Canada, the Plaintiffs and Class have suffered harm, including, but not limited to:

- a. Death;
- b. Pain and suffering;
- c. Special damages including medical expenses and out of pocket costs;

- d. Economic loss including loss of income and loss of future income;
- e. Loss of life and enjoyment of life;
- f. Loss of prospective income and earning capacity;
- g. Future care and rehabilitation; and
- h. Other harm and pecuniary, non-pecuniary, economic and non-economic losses or damages that will be proved at trial.

Case Against Sidhu

126. Sidhu owed a duty of care to the Plaintiffs and the Class to operate the Peterbilt and trailers in a legal, safe manner. The intentional, reckless or negligent actions by Sidhu caused significant harm and damages to the Plaintiffs and the Class, particulars of which, inter alia, are as follows:

- a. Failing to keep the Peterbilt under proper control and bring it to a stop, despite a traffic control device requiring him to stop at the Intersection;
- b. Operating the Peterbilt when he was distracted by his vehicle, its component parts or cargo;
- c. Operating the Peterbilt when he was incapable of doing so either due to fatigue, inexperience or both;
- d. Failing to drive the Peterbilt with due care and attention or, alternatively, without reasonable consideration for other persons and vehicles using the highways;
- e. Failing to apply the brakes of the Peterbilt in time or at all, in order to avoid the Collision;
- f. Entering the Intersection when it was unsafe to do so;
- g. Failing to keep a proper speed approaching a controlled intersection,

having regard to the circumstances of the surroundings, including the condition and use of the road, and the amount of traffic likely to be present on the Highway;

- h. Failing to operate the Peterbilt in accordance with the road conditions;
 - i. Failing to take evasive action to avoid the Collision;
 - j. Operating the Peterbilt when he knew, or ought to have known, that he was in violation of multiple federal and provincial regulations;
 - k. Driving the Peterbilt when it was not equipped with proper or any brakes, or alternatively if the Peterbilt did have proper brakes, failing to apply the brakes in time or at all to prevent the Collision;
 - l. Failing to advise or warn his employers, Adesh Deol and Singh of his difficulties operating the Peterbilt and Trailers so that they may take corrective action;
 - m. In total, failing to conduct his driving in the same careful and skillful manner with which reasonable and prudent drivers habitually conduct their driving; and
 - n. Such further and other particulars as may be established and proven at trial.
127. As a result of Sidhu's negligence, Class Members have suffered serious injury and death.
128. In addition, many members of the Class have sustained lasting physical and emotional damage and will continue to sustain pain and suffering and loss of enjoyment of life.
129. The Class incurred, and will also incur further expenses, including expenses for medication, therapy, hospitalization, and other forms of medical treatment

and care, the particulars of which expenses will be proven at trial.

130. The Plaintiffs also claim that, as a result of the actions, omissions, and negligence of Sidhu the Plaintiffs and Class have suffered damages and losses which are not yet known to them.

131. As a result of the acts and omissions of Sidhu, which were, or ought have been, reasonably foreseeable by Sidhu, the Plaintiffs and Class have suffered harm, including, but not limited to:

- a. Death;
- b. Pain and suffering;
- c. Special damages including medical expenses and out of pocket costs;
- d. Economic loss including loss of income and loss of future income;
- e. Loss of life and enjoyment of life;
- f. Loss of prospective income and earning capacity;
- g. Future care and rehabilitation; and
- h. Other harm and pecuniary, non-pecuniary, economic and non-economic losses or damages that will be proved at trial.

Adesh Deol's and Singh's Roles

132. At all material times hereto, Sidhu was in the employ, or the authorised agent, of Adesh Deol, and Singh and acted within the scope of such employment, or agency. Adesh Deol and Singh are accountable for the management and control of Sidhu. Singh is the controlling mind and sole shareholder of Adesh Deol. If necessary, the Plaintiffs seek to piece the corporate veil of Adesh Deol.

133. Adesh Deol operated under both Federal and Provincial requirements for

carriers.

134. At all material times hereto, Sidhu was performing his duties as an employee or authorised agent of Adesh Deol and Singh who acted on their behalf's. He was authorised by Adesh Deol and Singh to drive, operate and/or control the Peterbilt.
135. At all material times hereto, Adesh Deol intentionally, recklessly or negligently failed to properly or adequately instruct or train or monitor Sidhu to drive the Peterbilt and Trailers. Adesh Deol and Singh knew, or ought to have known, that Sidhu was a driver with insufficient skill, training or experience to drive the Peterbilt and Trailers and on that route.
136. Adesh Deol and Singh failed to monitor and scrutinize any records produced by Sidhu to ensure that he was complying with all provincial and federal regulations. They failed to ensure that he was operating legally and properly in driving the Peterbilt in towing the Trailers.
137. Further, Adesh Deol and Singh failed to follow requirements that we put in place by Alberta for load security and training drivers.
138. They failed to follow the regulatory requirements on an ongoing basis.
139. Adesh Deol and Singh gave Sidhu more responsibilities and duties than he was capable of taking on, in assigning him to drive in the manner in which he did. They profited from the work he did and the excessive hours he worked and the inordinate amount of mileage he put on in a day.
140. Further, they assigned Sidhu to a route that he had inadequate training or skill to drive, and operate a vehicle and use Trailers that he was incapable of using effectively.
141. Adesh Deol and Singh are vicariously or otherwise liable for the actions and inactions of Sidhu that contributed to, and caused, the Collision. The acts and omission of Adesh Deol and Singh contributed to the damages suffered

by the Plaintiffs.

142. Additionally or alternatively, they did not ensure the Peterbilt and Trailers were in working condition and safe for operation on a Highway;
143. As a result of Adesh Deol and Singh's negligence, Class Members have suffered serious injury and death.
144. In addition, many members of the Class have sustained lasting physical and emotional damage and will continue to sustain pain and suffering and loss of enjoyment of life.
145. The Class incurred, and will also incur further expenses, including expenses for medication, therapy, hospitalization, and other forms of medical treatment and care, the particulars of which expenses will be proven at trial.
146. The Plaintiffs also claim that, as a result of the actions, omissions, and negligence of Adesh Deol and Singh the Plaintiffs and Class have suffered damages and losses which are not yet known to them.
147. As a result of the acts and omissions of Sidhu, of which Adesh Deol and Singh is vicarious liable, plus their own action or omissions, which were, or ought have been, reasonably foreseeable, the Plaintiffs and Class have suffered harm, including, but not limited to:
 - a. Death;
 - b. Pain and suffering;
 - c. Special damages including medical expenses and out of pocket costs;
 - d. Economic loss including loss of income and loss of future income;
 - e. Loss of life and enjoyment of life;
 - f. Loss of prospective income and earning capacity;

- g. Future care and rehabilitation; and
- h. Other harm and pecuniary, non-pecuniary, economic and non-economic losses or damages that will be proved at trial.

Answer's Role

- 148. Answer leased the Trailers to Adesh Deol, knowing they would be used in transporting product by a semi-trailer unit.
- 149. Answer is Vicariously liable for the actions of Adesh Deol and Singh for any negligence, including leasing the Trailers, knowing that:
 - a. The drivers employed by Adesh Deol were inexperienced;
 - b. Adesh Deol had a history of non-compliance with the laws;
 - c. Adesh Deol require that the Trailers be used by inexperienced drivers;
 - d. It was leasing trailer that were not properly maintained or in road worth condition.
 - e. Such further and other particulars as may be established and proven at trial.
- 150. As a result of Answer's negligence, Class Members have suffered serious injury and death.
- 151. In addition, many members of the Class have sustained lasting physical and emotional damage and will continue to sustain pain and suffering and loss of enjoyment of life.
- 152. The Class incurred, and will also incur further expenses, including expenses for medication, therapy, hospitalization, and other forms of medical treatment and care, the particulars of which expenses will be proven at trial.
- 153. The Plaintiffs also claim that, as a result of the actions, omissions, and

negligence of Answer the Plaintiffs and Class have suffered damages and losses which are not yet known to them.

154. As a result of the acts and omissions of Adesh Deol and Singh, of which Answer is vicarious liable, plus their own action or omissions, which were, or ought have been, reasonably foreseeable, the Plaintiffs and Class have suffered harm, including, but not limited to:

- a. Death;
- b. Pain and suffering;
- c. Special damages including medical expenses and out of pocket costs;
- d. Economic loss including loss of income and loss of future income;
- e. Loss of life and enjoyment of life;
- f. Loss of prospective income and earning capacity;
- g. Future care and rehabilitation; and
- h. Other harm and pecuniary, non-pecuniary, economic and non-economic losses or damages that will be proved at trial.

Charlie's Charters Role

155. The Charter Company provided the Bus that all the passengers were riding in. As a consequence, they were required to provide a Bus that was safe for members of the public to ride in.

156. The Charter Company owed a duty of care to the Class to ensure that the Bus was safe for the purpose for which it was intended, and that it was to ensure that it did all actions that could reasonably be foreseen as preventing an accident including:

- a. Failing to maintain the brakes on the Bus to ensure that it could stop

safely when required;

- b. Failing to install seatbelts on the Bus to ensure that the passengers would be safe while riding on the Bus;
- c. Ensuring that all steps were taken to protect passengers in the Bus by following industry standards;
- d. Such further and other particulars as may be established and proven at trial.

157. As a result of the Charter Company's negligence, Class Members have suffered serious injury and death.

158. In addition, many members of the Class have sustained lasting physical and emotional damage and will continue to sustain pain and suffering and loss of enjoyment of life.

159. The Class incurred, and will also incur further expenses, including expenses for medication, therapy, hospitalization, and other forms of medical treatment and care, the particulars of which expenses will be proven at trial.

160. The Plaintiffs also claim that, as a result of the actions, omissions, and negligence of the Charter Company the Plaintiffs and Class have suffered damages and losses which are not yet known to them.

161. As a result of the Charter Company's acts, the Plaintiffs and Class have suffered harm, including, but not limited to:

- a. Death;
- b. Pain and suffering;
- c. Special damages including medical expenses and out of pocket costs;
- d. Economic loss including loss of income and loss of future income;

- e. Loss of life and enjoyment of life;
- f. Loss of prospective income and earning capacity;
- g. Future care and rehabilitation; and
- h. Other harm and pecuniary, non-pecuniary, economic and non-economic losses or damages that will be proved at trial.

MCIL's Role

- 162. The Bus Manufacturer manufactured the Bus in 2000.
- 163. The Bus was manufactured without seatbelts.
- 164. There are design defect in buses and in this Bus in particular which makes them unusually susceptible to rollover and causes greater personal injury and death in case of accident than would otherwise be expected:
 - a. they have an Extended wheelbase and extended rear, which makes them hard to handle and easy to tip or roll over during quick maneuvers or accidents;
 - b. Their roofs do not meet the same roof crush standards as other passenger vehicles;
 - c. They do not have laminated side windows, resulting in a greater likelihood of passenger ejection in the case of an accident;
 - d. The seats are not securely bolted to the frame of the vehicle;
 - e. they have no seatbelts, or alternatively defective seatbelts that are susceptible to coming undone during an accident; and
 - f. They have insufficient crash padding within the vehicles.
- 165. The Bus Manufacturer owed a duty of care to the Class to ensure the Bus

was designed and manufactured to minimize or lessen the consequences to avoid doing, or not doing, any act which could reasonably foresee to prevent an accident and injury to the Class, including:

- a. Failing to design and manufacture its Bus to be safe in accordance with reasonable standards;
 - b. Failing to design or manufacture the Bus to have the roof stay affixed to the Bus upon a collision occurring in accordance with reasonable standards;
 - c. Failing to design or manufacture the Bus to have seat belts and other safety devices in accordance with reasonable standards;
 - d. Failing to have the Bus' seats affixed to the frame of the Bus upon a collision occurring in accordance with reasonable standards;
 - e. failing to recall the Bus to install seatbelts;
 - f. Employing unreasonable product control standards;
 - g. Designing and manufacturing, selling and distributing buses that are of unacceptable and unmerchantable quality; and
 - h. Such further and other particulars as may be established and proven at trial.
166. As a result of the Bus Manufacture's negligence, Class Members have suffered serious injury and death.
167. In addition, many members of the Class have sustained lasting physical and emotional damage and will continue to sustain pain and suffering and loss of enjoyment of life.
168. The Class incurred, and will also incur further expenses, including expenses for medication, therapy, hospitalization, and other forms of medical treatment

and care, the particulars of which expenses will be proven at trial.

169. The Plaintiffs also claim that, as a result of the actions, omissions, and negligence of the Bus Manufacturer, the Plaintiffs and Class have suffered damages and losses which are not yet known to them.
170. As a result of the acts of the Bus Manufacturer, the Plaintiffs and Class have suffered harm, including, but not limited to:
- a. Death;
 - b. Pain and suffering;
 - c. Special damages including medical expenses and out of pocket costs;
 - d. Economic loss including loss of income and loss of future income;
 - e. Loss of life and enjoyment of life;
 - f. Loss of prospective income and earning capacity;
 - g. Future care and rehabilitation; and
 - h. Other harm and pecuniary, non-pecuniary, economic and non-economic losses or damages that will be proved at trial.

Premier's Role

171. Premier loaded the Peat Moss onto the Trailers on April 6, 2018. Alternatively, Premier and Sidhu loaded the Peat Moss onto the Trailers on April 6, 2018.
172. Premier and Sidhu had a joint responsibility to load the Trailers to ensure that the load was properly balanced, secured and covered in tarp to ensure safe transport before the Trailers left the Premier location in Carrot River, Saskatchewan.

173. Sidhu was cleared by Premier to leave its location with the Peat Moss loaded in the trailers.
174. The Collision was cause by the negligence of Premier, particulars of which are as follows:
- a. Failing to properly load, secure and tarp the Peat Moss on the Trailers;
 - b. Failing to inspect the load before the Trailers left the Carrot River location;
 - c. Failing to have a system of inmpsection to ensure that the load was properly secured;
 - d. Failing to ensure Sidhu and Adesh Deol had proper log books; and
 - e. Allowing the Trailers to leave the Carrot River location with an unsecured load.
175. As a result of Premier's negligence, Class Members have suffered serious injury and death.
176. In addition, many members of the Class have sustained lasting physical and emotional damage and will continue to sustain pain and suffering and loss of enjoyment of life.
177. The Class incurred, and will also incur further expenses, including expenses for medication, therapy, hospitalization, and other forms of medical treatment and care, the particulars of which expenses will be proven at trial.
178. The Plaintiffs also claim that, as a result of the actions, omissions, and negligence of Premier the Plaintiffs and Class have suffered damages and losses which are not yet known to them.
179. As a result of Premier's acts, the Plaintiffs and Class have suffered harm, including, but not limited to:

- a. Death;
- b. Pain and suffering;
- c. Special damages including medical expenses and out of pocket costs;
- d. Economic loss including loss of income and loss of future income;
- e. Loss of life and enjoyment of life;
- f. Loss of prospective income and earning capacity;
- g. Future care and rehabilitation; and
- h. Other harm and pecuniary, non-pecuniary, economic and non-economic losses or damages that will be proved at trial.

Aggravated, Exemplary and Punitive Damages

180. Canada has the safety of Canadian road users, and Saskatchewan and Alberta for the road users, very much in their hands. The expectation of the people of Saskatchewan and Canada is that the government will carefully and diligently protect the safety of the people they serve through careful and proper maintenance, building intersection that are safe, maintaining intersections that are safe, and employ the high standards required to ensure the safety of their road users.
181. The actions or inactions of the Defendants outlined herein were reprehensible, reckless, malicious, highhanded and demonstrated a lack of disregard for the health, safety and rights of the Plaintiffs and Class.
182. The behaviour by Canada, Saskatchewan and Alberta were in contravention of legislation intended to protect the rights of the Plaintiffs and Class. The action and inaction of all the Defendants contribute to the tragic collision that resulted in horrific consequences.

183. The wrongs, the actions, the lack of action, pled in this Claim constituted such an egregious breach of the standard of care required of the that it would be an affront to the sense of justice of Canadian people if damages awarded were limited only to out of pocket losses and damages for pain and suffering.
184. In so public a display of wrongdoing, Saskatchewan and Canadian people will look to the third arm of governance, Canada's judiciary, to send a meaningful message to the Defendants that a high level of care and concern for people in the circumstances of the Plaintiffs and the Class is required, and that where, as here, the conduct was atrocious, exemplary and punitive damages will be awarded.
185. The exemplary and punitive damages that should be awarded by this Honourable Court should be very large taking into account the circumstances of the Collision and how each Defendant caused or contributed to that Collision. Only a very large award of punitive and exemplary damages will carry the message to the Defendants that appropriate care must be its primary mandate.
186. Accordingly, the Plaintiffs and Class are entitled to aggravated, exemplary, and punitive damages.

CHARTER DAMAGES

- 186.1 The Plaintiffs plead and rely on *The Constitution Act, 1982*, being Schedule B to the Canada Act, 1982 (U.K.), c. 11 (the "Charter"), and in particular, Ss. 1, 7, 12, 15, 24(1) and 32 thereof.
- 186.2 The Defendants, Alberta, Saskatchewan and Canada, are government actors and, as such, were bound to comport themselves in accordance with the Charter.
- 186.3 Saskatchewan is responsible for designing, building and maintaining provincial highways to standards that cause them to be safe for motorists

accessing the roadways.

186.4 The Plaintiffs and members of the Class were deprived of their right to life and security of the person due to the failures of Saskatchewan described in paragraph 70.

186.5 The failures of Saskatchewan include designing, building and monitoring Highways 35 and 335 in a manner that posed an unacceptable risk to users of the road, due to *inter alia* inappropriate signage and design, and impaired sight lines caused by a large growth of evergreen and dense deciduous trees on private land which prioritized in an arbitrary fashion the rights of private landowners over the rights of the Plaintiffs and Class members.

186.6 Alberta is tasked with, and exercises a substantial degree of control over, the regulation of Class 1 Drivers and extra-provincial carriers. Persons regulated by Alberta operate throughout Canada.

186.7 The Plaintiffs and members of the Class were deprived of their right to life and security of the person due to the failures of Alberta described in paragraph 95.

186.8 The failures of Alberta include operating and administering a system of licensing and regulation of Class 1 Drivers and extra-provincial carriers that was defective, were arbitrary, reckless, grossly disproportionate and inconsistent with legislative intent.

186.9 Alberta and its officers, employees and agents caused or contributed to a violation of the Plaintiffs' and Class members' right to equality and equal protection before the law contrary to s. 15 of the *Charter*, insofar as their system of licensing and regulation of Class 1 Drivers and extra-provincial carriers was defective and unequal with systems implemented in other provinces for the protection of the public.

186.10 The failures of Canada include failing to monitor, manage and implement national transportation policies including, but not limited to, delegating to Alberta and other provinces the responsibility for operating and administering a system of licensing and regulation of Class 1 Drivers and extra-provincial carriers.

186.11 The Plaintiffs and members of the Class were deprived of their right to life and security of the person due to the failures of Canada described in paragraph 123.

186.12 Canada and its officers, employees and agents caused or contributed to a violation of the Plaintiffs' and Class members' right to equality and equal protection before the law contrary to s. 15 of the *Charter*, insofar as they delegated to provincial authorities the responsibility for devising and implementing a system of licensing and regulation of Class 1 Drivers and extra-provincial carriers resulting in unequal and inadequate systems for regulation of drivers and the protection of the public.

186.13 Saskatchewan, Alberta and Canada and their officers, employees and agents caused or contributed to a violation of the Plaintiffs' and Class members' right to life and security of the person contrary to s. 7 of the *Charter*, and that deprivation was not in accordance with the principles of fundamental justice. In particular the deprivation was arbitrary, grossly disproportionate, inconsistent with legislative intent, reckless, negligent and/or without justification in law.

186.14 The Plaintiffs plead and rely in the principles of constitutionalism, the constitutional principles of the rule of law, and the principle that violations of constitutional rights, including violations leading to an individual's death or injury demand vindication and deterrence pursuant to s. 24 of the *Charter*.

General

187. The Plaintiffs claim on behalf of the Class for Prejudgment Interest pursuant

to the terms of *The Prejudgment Interest Act*, SS 1984-85-86 c. P-22.2.

188. The Plaintiffs claim for subrogated benefits as applicable to Class members for, inter alia medical benefits, life and disability claims, WCB and other further subrogated benefits as apply to each class member.

Prayers for Relief

189. The Plaintiffs and Class have suffered injury, economic loss, and damages as a result of the Defendants' acts, omissions, wrong doings, and breaches of legal duties and obligations, including but not limited to, tortious liability, causing personal injury and harm, breach of duty of care and obligations, negligence, and failure to fulfill their statutory and common law duties and obligations.
190. The Plaintiffs on behalf of themselves and the Class, claim for the following relief, on a joint and several basis, against the Defendants:
- a. an Order certifying this action as a class action and appointing representative Plaintiffs on behalf of the Class;
 - aa. declaration that the Plaintiffs and Class members were deprived of rights pursuant to the *Charter* in a manner that is not in accordance with the principles of fundamental justice;
 - b. an Order for an aggregate monetary award respecting all or any part of a Defendant's liability to Class Members including an Order that Class Members share in the award on an average or proportionate basis, and an award applying any undistributed award for the benefit of Class Members pursuant to Sections 31 and 34 of *The Class Actions Act*, S.S. 2001 c. C-12.01, as amended;
 - c. general and special damages and/or damages pursuant to s. 24 of the *Charter* as an aggregate monetary award;

- d. aggravated damages;
- e. exemplary and punitive damage;
- f. nominal damages as an aggregate monetary award;
- g. symbolic damages as an aggregate monetary award;
- h. pre-judgment interest on the foregoing sums, pursuant to Subsection 5(1) and Section 6 of *The Pre-Judgment Interest Act*, S.S. 1984-85-86, c.P-22.2;
- i. costs of this action on a solicitor and his/her own client, or substantial indemnity basis;
- j. such further and other relief as counsel may advise and/or this Honourable Court may allow.

DATED at Regina, Saskatchewan, this 2nd day of April, 2020.

MERCHANT LAW GROUP LLP

Per: "E.F. Anthony Merchant"
Solicitor for the Plaintiffs and Class

Amended at Regina, Saskatchewan, this 2nd day of December, 2020.

RICE HARBUT ELLIOTT LLP
WILLOWS WELLSCH ORR & BRUNDIGE

Per: "JMR"

Further Amended at Regina, Saskatchewan, this 8th day of November, 2021.

RICE HARBUT ELLIOTT LLP
WILLOWS WELLSCH ORR & BRUNDIGE

Per: "JMR"

Solicitor for the Plaintiffs and Class

Further Amended at Regina, Saskatchewan, this 31st day of January, 2022.

**RICE HARBUT ELLIOTT LLP
WILLOWS WELLSCH ORR & BRUNDIGE**

Per:



John M. Rice, Q.C.
Anthony Leoni
Solicitors for the Plaintiffs and Class

**Saskatchewan Ministry of Justice
and Attorney General**

Per:

Michael Morris, Q.C.
Jared Biden
Sharon Pratchler, Q.C.
Solicitors for the Defendants, The
Government of Saskatchewan, as
represented by the Minister of
Highways and Infrastructure, and Her
Majesty the Queen, as represented by
the Attorney General for
Saskatchewan

**Department of Justice Canada,
Prairie Region**

Per:

Christine Ashcroft
Jenilee Guebert
Nicole Sample
Solicitors for the Defendant, Her
Majesty the Queen of Canada, as
represented by the Attorney General
of Canada

Alberta Justice and Solicitor General

Per:

Christine Nugent
Frances Chiu
Solicitors for the Defendants, The
Government of Alberta, as represented by
the Ministry of Transport, and Her Majesty
the Queen, as represented by the Attorney
General for Alberta

Dolden Wallace Folick LLP

Per:

Christine Galea
Solicitor for the Defendant, Answer Trailing
Rentals & Leasing Ltd.

Solicitor for the Plaintiffs and Class

Further Amended at Regina, Saskatchewan, this 3rd day of January, 2022.

**RICE HARBUT ELLIOTT LLP
WILLOWS WELLSCH ORR & BRUNDIGE**

Per:

John M. Rice, Q.C.
Anthony Leoni
Solicitors for the Plaintiffs and Class

**Saskatchewan Ministry of Justice
and Attorney General**

Alberta Justice and Solicitor General

Per:



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Michael Morris, Q.C.
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Per:

Christine Galea
Solicitor for the Defendant, Answer Trailing
Rentals & Leasing Ltd.

Solicitor for the Plaintiffs and Class

Further Amended at Regina, Saskatchewan, this 31st day of January, 2022.

**RICE HARBUT ELLIOTT LLP
WILLOWS WELLSCH ORR & BRUNDIGE**

Per:

John M. Rice, Q.C.
Anthony Leoni
Solicitors for the Plaintiffs and Class


**Saskatchewan Ministry of Justice
and Attorney General**

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Solicitors for the Defendant, Her
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Solicitor for the Defendant, Answer Trailing
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Solicitor for the Plaintiffs and Class

Further Amended at Regina, Saskatchewan, this _____ day of January, 2022.

**RICE HARBUT ELLIOTT LLP
WILLOWS WELLSCH ORR & BRUNDIGE**

Per:

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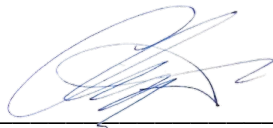
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Dolden Wallace Folick LLP

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Solicitor for the Plaintiffs and Class

Further Amended at Regina, Saskatchewan, this 31st day of January, 2022.

**RICE HARBUT ELLIOTT LLP
WILLOWS WELLSCH ORR & BRUNDIGE**

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Solicitors for the Plaintiffs and Class

**Saskatchewan Ministry of Justice
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Alberta Justice and Solicitor General

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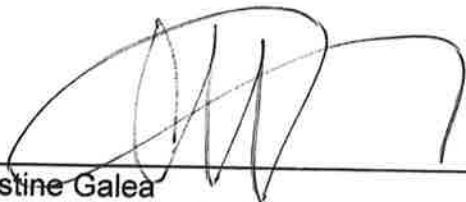
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**Saskatchewan Government
Insurance**

Per:



Don Harmon
Solicitors for the Defendant, Charlie's
Charters Ltd.

Miller Thomson LLP

Per:

Khurram Awan
Nathaniel Day
Solicitors for the Defendant, Premier
Horticulture Ltee/Premiere Horticulture Ltd.

KMP Law

Per:

James Garden, Q.C.
Solicitor for the Defendant, SGI

Kanuka Thuringer LLP

Per:

James Ehmann, Q.C.
Solicitor for the Defendants, Jaskirat Singh
Sidhu, Sukmander Singh, and Deol
Trucking Ltd.

McDougall Gauley LLP

Per:

Amanda M. Quayle, Q.C.
Murray Sawatzky, Q.C.
Solicitors for the Defendant, NFI Group
Inc., operating as Motor Coach Industries

Saskatchewan Government Insurance

Per:

Don Harmon
Solicitors for the Defendant, Charlie's Charters Ltd.


Miller Thomson LLP

Per:

Khurram Awan
Nathanial Day
Solicitors for the Defendant, Premier Horticulture Ltee/Premiere Horticulture Ltd.

KMP Law

Per:



~~James Garden, Q.C.~~ *James Ehmann*
Solicitor for the Defendant, SGI

Kanuka Thuringer LLP

Per:

James Ehmann, Q.C.
Solicitor for the Defendants, Jaskirat Singh Sidhu, Sukminder Singh, and Deol Trucking Ltd.

McDougall Gauley LLP

Per:

Amanda M. Quayle, Q.C.
Murray Sawatzky, Q.C.
Solicitors for the Defendant, NFI Group Inc., operating as Motor Coach Industries

**Saskatchewan Government
Insurance**

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Solicitors for the Defendant, **Charlie's
Charters Ltd.**


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Per:



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Murray Sawatzky, Q.C,
Solicitors for the Defendant, Motor Coach
Industries Limited

Miller Thomson LLP

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Solicitors for the Defendant, Premier
Horticulture Ltee/Premiere Horticulture Ltd.

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Solicitors for the Defendant, NFI Group
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Kanuka Thuringer LLP

Per:



For James Ehmann, Q.C.
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Sidhu, Sukminder Singh, and Deol
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McDougall Gauley LLP

Per:

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Murray Sawatzky, Q.C.
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Inc., operating as Motor Coach Industries

CONTACT INFORMATION AND ADDRESS FOR SERVICE**This Further Amended Statement of Claim was Prepared on Behalf of the Plaintiffs by:**

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