

Court File No.: **02-CV-238484CP**

**ONTARIO
SUPERIOR COURT OF JUSTICE**

B E T W E E N:

BARBARA KRANJCEC, on her own behalf and on behalf of all retired former employees of the Ontario Government receiving coverage under the Supplementary Health and Hospital Insurance, Dental and Life Insurance Plan as of June 1, 2002

Plaintiffs

- and -

HER MAJESTY THE QUEEN IN RIGHT OF ONTARIO

Defendant

PROCEEDING UNDER THE *CLASS PROCEEDINGS ACT, 1992*

STATEMENT OF DEFENCE

1. The Defendant, Her Majesty the Queen in Right of Ontario ("the Ontario Government" or "the Government"), admits the allegations contained in the last two sentences of paragraph 2 and paragraph 3 of the Representative Plaintiff's Amended Statement of Claim.
2. The Ontario Government denies the allegations contained in paragraph 1 and paragraphs 4 to 31 inclusive, of the Representative Plaintiff's Amended Statement of Claim.
3. The Ontario Government has no knowledge in respect of the allegations contained in the first sentence of paragraph 2 of the Representative Plaintiff's Amended Statement of Claim.

- 2 -

THE PARTIES

The Ontario Government

4. The Ontario Government operates through its various Ministries, Agencies, Boards and Commissions which have changed and evolved over time. Management Board Secretariat ("MBS") is responsible for managing employee remuneration issues, including benefits. The Ministries, Agencies, Boards and Commissions of the Ontario Government operated independently with respect to day-to-day administrative of and communication of employee and retiree benefits until 1998. In 1998, the Shared Services Bureau was created for the purpose of centralizing employee benefits communications for all Ministries, Agencies, Boards and Commissions.

5. The Ontario Government has employees in over 100 different Ministries, Agencies, Boards and Commissions. A substantial number of those employees are represented by collective bargaining agents. There are also non-unionized employees within the various Ministries, Agencies, Boards and Commissions.

6. Currently, Ontario Government employees may be represented by one of approximately nine different collective bargaining agents or staff associations. Each of these employee groups have different terms and conditions of employment governed by the provisions of a collective agreement.

The Representative Plaintiff

7. The Representative Plaintiff is a former employee of the Ontario Government who retired in August, 1993. At the time of her retirement, the Representative Plaintiff held the position of Supervisor, Claims Services for the Ontario Health Insurance Program in the Ministry of Health. She was a member of the Ontario Public Service Employees Union ("OPSEU") throughout her active employment up to her retirement.

OVERVIEW OF THE GOVERNMENT'S POSITION

8. The Ontario Government specifically denies the allegations in the Amended Statement of Claim with respect to the alleged breach of a binding promise. The Ontario Government further denies that it owed a fiduciary duty to the members of the Class or that it breached any fiduciary duty. The Ontario Government denies that it has engaged in any conduct infringing the rights of the members of the Class under section 15 of the *Canadian Charter of Rights and Freedoms* ("the Charter").

9. The provision, continuation and amendment of retiree benefits is a matter of Crown prerogative.

10. The retiree benefits are provided through unilateral Government action by a series of Orders in Council ("O.I.C.s"). The O.I.C.s are not contractual by nature, do not constitute a binding promise and they do not give rise to fiduciary obligations on the part of the Ontario Government.

11. Retiree benefits were first provided by O.I.C. to retired employees of the Ontario Government in 1974. The O.I.C.s provide qualifying retired employees with the same benefits coverage as negotiated by OPSEU for its active employees from time to time. Without exception, all subsequent changes to the active employee OPSEU benefits coverage arising out of collective bargaining with the Government have flowed through to the retirees, including the June 1, 2002 changes.

12. The Ontario Government denies that the Representative Plaintiff and the Class have any vested entitlement to a particular level of retiree benefits coverage.

THE PROVISION OF BENEFITS BY THE GOVERNMENT

O.I.C.s

13. The Ontario Government issued a series of O.I.C.s in the exercise of its prerogative power in order to provide former employees with retiree benefits. An O.I.C. is a decree made by the Lieutenant Governor issued with the advice of the Executive Council. The nature of the retiree benefits provided through the O.I.C.s and the eligibility provisions for the coverage have changed on several occasions since 1974.

14. On August 28, 1974, Order in Council No. 2237/74 (O.I.C. #1) was promulgated. O.I.C. #1 provided that the same extended health benefits coverage for OPSEU bargaining unit employees would be made available to all former employees of the Ontario Government who were then in receipt of a pension payable from the Public Service Superannuation Fund ("PSSF"), the predecessor to the Public Service Pension Plan. These benefits were extended to pensioners who had retired both prior to August 28, 1974 and thereafter.

15. On June 14, 1978, Order in Council No. 1732/78 (O.I.C. #2) was promulgated. O.I.C. #2 authorized the Ontario Government to enter into agreements with London Life for the provision and administration of benefits.

16. On June 17, 1985, Order in Council No. 1677/85 (O.I.C. #3) was promulgated. O.I.C. #3 provided for the first time, dental coverage, effective August 1, 1985.

17. On May 27, 1987, Order in Council No. 1329/87 (O.I.C. #4) was promulgated. O.I.C. #4 extended eligibility for retiree benefits to eligible survivors of Ontario Government retirees effective January 1, 1987.

18. On November 3, 1989, Order in Council 2622/89 No. (O.I.C. #5) was promulgated. O.I.C. #5 amended the eligibility conditions and provided Supplementary Health and Hospital benefits ("SH&H") and dental benefits, "as

- 5 -

nearly as may be, on the same terms and conditions as were from time to time applicable to similar benefits for civil servants covered by a collective agreement between the Crown and OPSEU”.

19. On January 24, 1991, Order in Council No. 162/91 (O.I.C. #6) was promulgated. O.I.C. #6 revoked all previous O.I.C.s and amended the definition of “eligible person”. O.I.C. #6 provides that “eligible persons” will receive coverage under an SH&H and dental plan “as nearly as may be, on the same terms and conditions as are from time to time applicable to similar benefits for civil servants covered by the OPSEU collective agreement.”

Changes and Variations to Benefits

20. There are a number of elements to the design of a benefit plan. Some of the design elements relate to the cost sharing arrangements between employer and plan participant; the co-insurance level; the amount of a deductible; the definition of eligible expenses; and maximums on reimbursements on any particular type of expense.

21. Changes and variations to the SH&H and dental plans negotiated with OPSEU over the years have taken various forms, including cost sharing changes, co-insurance level changes, and changes to maximums applicable to particular types of expenses.

22. The full cost of the SH&H and dental plans is borne by the Ontario Government while the cost of the optional vision care and hearing aid benefit is shared between the Ontario Government and participants who have elected this coverage.

23. On at least ten occasions between 1974 and June 1, 2002, negotiations between OPSEU and the Ontario Government resulted in changes to the active OPSEU employee benefits coverage and therefore the retiree benefits coverage.

- 6 -

24. Examples of changes or variations in benefits coverage over the years include the following:

- the introduction of dental coverage in 1985;
- changes and increases to basic dental coverage, dentures, orthodontics and major restorative coverage;
- variations or increases to semi-private hospital coverage;
- variations to the provision of prescription drug coverage;
- changes or increases to paramedical benefit coverage;
- variations and increases to orthotic coverage;
- changes to optional vision care coverage;
- changes to coverage for orthopaedic shoes; and
- changes to out-of-country coverage.

25. The changes to the SH&H and dental plans negotiated with OPSEU in 2002 were implemented in accordance with O.I.C. #6 for all participants including the Class and the Representative Plaintiff on June 1, 2002. The changes to the benefit plan included significant improvements and enhancements to many benefits including major restorative dental coverage, vision care, hearing aid, hospital coverage and paramedical services. There were certain changes to the dental, drug and other coverage.

26. The Ontario Government pleads that the Representative Plaintiff elected to retire early in 1993 at approximately fifty-four (54) years of age. Had the Representative Plaintiff remained an active employee to the date of this pleading, the Representative Plaintiff would have been in receipt of exactly the same benefits which she now receives as a retiree.

Delivery of Retiree Benefits

27. Prior to 1998, the individual Ministries, Agencies, Boards and Commissions of the Ontario Government addressed day-to-day administrative of

- 7 -

and communication of employee benefits matters for their employees, including with respect to communication regarding retiree benefits coverage. Management Board Secretariat was also available to the human resources staff in the Ministries, Agencies, Boards and Commissions for advice and support.

28. In some Ministries, Agencies, Boards and Commissions, employees were provided with pre-retirement seminars, pamphlets and individualized retirement counselling. Ministries, Agencies, Boards and Commissions that provided such services generated their own information and operated their own pre-retirement programs, sometimes with assistance from Management Board Secretariat.

29. The 1998 creation of the Shared Services Bureau centralized benefits administration and coordination across the Ministries and required the assignment of at least one Benefits Advisor from the Shared Services Bureau to each Ministry. The Shared Services Bureau is also involved in the preparation of pre-retirement materials and seminars.

Benefit Booklets

30. Beginning in 1978, the Ontario Government published retiree benefits booklets for distribution to employees prior to retirement. From time to time, the Government revised the content of the booklets to reflect the changes made to the benefits flowed through from negotiations with OPSEU regarding the active employees benefits plan.

31. Many employees received copies of the retiree benefits booklets from the Ontario Government directly through pre-retirement seminars or during individual counselling sessions; however, the distribution of the booklets depended on the Ministry, Agency, Board or Commission. In other cases, booklets were distributed pre-retirement or post-retirement through the Ontario Pension Board or the OPSEU Pension Trust.

32. Contrary to the allegations contained in paragraph 6 of the Amended Statement of Claim, retiree benefits booklets were used and distributed to

- 8 -

employees for the sole purpose of summarizing the retiree benefits available to eligible former employees at the time of the booklets' publication. Booklets were clearly identified as being a communication tool only.

33. The content and level of detail of the retiree benefits booklets varied over time. Contrary to the allegations contained in paragraph 7 of the Amended Statement of Claim, booklets only provided a brief outline of the available benefits. The booklets were not intended to and did not have contractual effect.

34. The booklets outlined the basic benefit levels and the extent of coverage for retirees and survivors for the dental plan (available post-August 1, 1985), SH&H benefits and life insurance. In all cases, the master policies of the insurance carrier governed the administration of the retiree benefits.

35. Contrary to the Representative Plaintiff's claims, the retiree benefits booklets expressly stated that over-the-counter drugs were not covered by the retiree benefits package.

Pre-Retirement Seminars

36. The Representative Plaintiff was employed by the Ministry of Health. Pre-retirement seminars for Ministry of Health employees in the Greater Toronto Area were generally one to two days in length between 1990 and 1997. The seminars addressed insured benefits and other topics of importance for retiring employees. Materials for the seminars were prepared by the Senior Benefits Advisor and were updated regularly to reflect changes to the retiree benefits plan.

37. Contrary to the allegations contained in paragraph 22 of the Amended Statement of Claim, members of the Class who were invited and who chose to attend the seminars, were advised that benefits coverage for retired employees would be the same as the benefits coverage provided from time to time to active OPSEU bargaining unit employees.

- 9 -

38. At the pre-retirement seminars conducted by the Ministry of Health in the Greater Toronto Area, the attendees were specifically advised that they would be covered by the benefits package negotiated by OPSEU and the Ontario Government from time to time, regardless of whether the retiree had been employed as a non-unionized employee or other bargaining unit member. On or about June 1, 1993, the Representative Plaintiff was invited to attend one of these seminars.

39. The Government pleads that in other Ministries, Agencies, Boards and Commissions it provided seminars, individual counselling, and other resources to assist employees prior to retirement with benefits questions and advised that retiree benefits were provided on the same basis as provided to active OPSEU employees.

NO BREACH OF CONTRACT OR "BINDING PROMISE"

40. The Ontario Government did not enter into any binding promise, agreement or contract with its retired employees to provide retiree benefits.

41. At no time was there an incorporation of retiree benefits into any individual contracts, agreements or other binding promises, with either the Representative Plaintiff or the Class. The terms and conditions of employment for a substantial proportion of the Class, including the Representative Plaintiff, who were members of OPSEU or other bargaining units, were governed solely by the provisions of a collective agreement.

42. The Ontario Government did not negotiate terms and conditions related to the provision of retiree benefits for the Representative Plaintiff or members of the Class, either individually or with any bargaining agency, either at the point of hire, during employment, or at any time thereafter.

43. At no time did any collective agreement for bargaining units, to which Class members had belonged while actively employed, provide for, refer to, or contain any terms or conditions with respect to the provision of retiree benefits.

- 10 -

44. The retiree benefits did not constitute deferred compensation for employment service. Subsequent improvements to the retiree benefits did not constitute deferred compensation for employment service either.

45. Neither the provision of retiree benefits nor the retiree benefits booklets themselves constitute a binding promise with the Representative Plaintiff or any members of the Class accepted by them during the course of their active employment or thereafter.

46. The provision of retiree benefits by O.I.C. does not entitle the Representative Plaintiff or the Class to a vested level of benefits coverage upon retirement or to any vested levels of improvements granted thereafter.

47. The O.I.C.s specifically contemplate changes, alterations, improvements or reductions to the level of retiree benefits coverage by the Ontario Government.

NO BREACH OF FIDUCIARY DUTY

48. The Ontario Government specifically denies the existence of a fiduciary relationship with the Representative Plaintiff or any member of the Class. In any event, the Ontario Government further denies that it breached any alleged fiduciary duty to the Representative Plaintiff or any other member of the Class.

49. The Government provided retiree benefits unilaterally and the retiree benefits were not provided in exchange for employment services. There was no obligation, conduct or agreement, express or implied, on the part of the Ontario Government that gave rise to a fiduciary relationship or duty to protect the interests of the Class.

50. The O.I.C.s do not give rise to any fiduciary obligation on the part of the Government. The O.I.C.s constitute an exercise of the Government's Crown prerogative. In flowing the same benefits to the retirees as those collectively bargained with OPSEU, the Ontario Government did not engage in any exercise of a

- 11 -

discretion or power unilaterally to the detriment of the retirees' legal or practical interests. The Government adhered to the provisions of the O.I.C. and did not improperly exercise its authority either in the promulgation of the O.I.C.s or in making changes to the retiree benefits coverage as authorized by the O.I.C.s.

51. The Ontario Government denies that members of the Class are in a position of peculiar vulnerability and denies that such peculiar vulnerability, if it existed, forms the basis of any fiduciary relationship in any event.

52. The Ontario Government did not agree to subordinate its own interests to those of the Representative Plaintiff or the Class.

53. There was no reliance by the Representative Plaintiff or members of the Class on any reasonable expectation, either before or after retirement, that the Ontario Government would only act in the interests of the Class.

54. In the absence of any contractual or statutory entitlement to retiree benefits, the Representative Plaintiff and the Class had no reasonable expectation that such benefits had been promised to them as a vested right. The Ontario Government therefore denies it owed any fiduciary duty to the Representative Plaintiff or any member of the Class and denies that it breached any such alleged duty.

NO BREACH OF SECTION 15 OF THE *CHARTER*

55. The Ontario Government denies all allegations that it has engaged in conduct that infringed rights of the Representative Plaintiff and the Class under s. 15 of the *Charter*. In particular, the Ontario Government denies that the changes to benefit coverage effective June 1, 2002 discriminated against the Representative Plaintiff and the Class contrary to s. 15 of the *Charter* or would not be justified under s. 1 of the *Charter*.

56. The Ontario Government did not have any obligation to provide or to negotiate the provision of retiree benefits with OPSEU or with retired employees. As

- 12 -

set out above, pursuant to its prerogative powers, the Ontario Government provides its retired employees with the same SH&H and dental benefits as it provides to active OPSEU employees.

57. No distinction has been made between active and retired employees based on age, nor has it engaged in differential treatment of active and retired employees based on their age. An active employee receives the same level of coverage as the Representative Plaintiff currently receives.

58. The Ontario Government denies the existence of a disproportionate negative impact of the benefit changes on retirees relative to active employees.

59. As pleaded in paragraph 26 above, had the Representative Plaintiff remained actively employed to the date of normal retirement at age sixty-five (65) or to the date of the issuance of the Statement of Claim, as an OPSEU bargaining unit member she would currently receive exactly the same benefits as she now receives as a retiree.

60. Contrary to the allegations contained in paragraph 29 of the Amended Statement of Claim, the changes in retiree benefit coverage effective June 1, 2002 do not impose an additional burden or withhold a benefit in a manner that is discriminatory or which affronts the human dignity of the Representative Plaintiff or members of the Class.

61. The linking of retiree benefits to the active employee benefits coverage, including the resulting changes to the retiree benefits set out above, maximized the overall benefit to all retirees and had nothing to do with stereotypical or prejudicial notions about retirees or the elderly. The coverage changes negotiated by the Government and OPSEU and flowed through to retirees by operation of the O.I.C.s do not perpetuate a view that members of the Class are less capable, or less worthy of recognition or value as human beings or as members of society.

- 13 -

62. Contrary to the allegations contained in paragraphs 27 and 28 of the Amended Statement of Claim, the linking of retiree benefits to active employee benefits corresponds to the circumstances of the Class as retired employees of the Government, who are not in a position to exert economic pressure or negotiate their own retirement benefits. Instead of freezing retiree benefits at a specific level, the Ontario Government exercised its prerogative power to link the retiree benefits to a group of active employees which bargains the terms of its benefits.

63. Since the extension of benefits to retirees in 1974, the Class and the Representative Plaintiff have substantially benefited from the linking of the retiree benefits to the active OPSEU employees' benefits coverage. Any allegation of discrimination must be assessed in the full context of the tied relationship between the benefits negotiated by OPSEU and received by active and retired employees.

64. The Ontario Government pleads that the changes have resulted in net improvements in the coverage for many members of the Class, based on individual usage and other relevant circumstances.

65. The Ontario Government denies that the changes implemented June 1, 2002 discriminated against or demeaned the human dignity of the Class or the Representative Plaintiff. The changes were simply a cost containment mechanism and only had the effect of reducing the rate of cost increase for both active employees and retirees, and in fact, resulted in improvements to benefit coverage for many members of the Class.

66. The linkage of the retiree benefits to the active OPSEU plan provides the same level of benefits to *all* group members, both active employees and retirees. The Government provides benefits coverage to the Class and to the Representative Plaintiff equally and without discrimination.

67. In the alternative, the Ontario Government pleads that if there was a breach of the rights of the Representative Plaintiff or the members of the Class

- 14 -

under section 15 of the *Charter* as a result of the Government's activity, such activity is justified by section 1 of the *Charter*.

68. The Government of Ontario pleads that all of the OICs, including OIC #6, were promulgated in good faith.

DENIAL OF RELIEF CLAIMED

69. The Ontario Government denies that it owed any contractual or fiduciary duties to the Representative Plaintiff and the Class and further denies that it breached any contractual or fiduciary duties alleged to be owed to the Representative Plaintiff and the Class. The Ontario Government denies that it has engaged in any conduct amounting to a breach of the section 15 *Charter* rights of the Representative Plaintiff and the Class. In any event, any of its alleged conduct is saved by section 1 of the *Charter*.

70. The Ontario Government pleads that any provision of retiree benefits to the Class is entirely pursuant to its prerogative powers without any obligation to bargain and not as a result of any contractual, fiduciary or other obligation, the existence of which is expressly denied.

71. Accordingly, there is no basis to the claims for declaratory relief set out in subparagraphs 1(a), (a.1) and (b) of the Amended Statement of Claim.

72. The Ontario Government further specifically pleads there is no basis for the relief claimed in paragraphs 1(c) and 30 of the Amended Statement of Claim. The Ontario Government further specifically denies that the Representative Plaintiff and members of the Class have any entitlement to damages for alleged breach of contract, alleged breach of fiduciary duty or an alleged breach of s.15 of the *Charter*.

73. In the alternative, if the Ontario Government breached a contractual or fiduciary duty or engaged in any breach of the *Charter*, which is not admitted but specifically denied, the members of the Class are not entitled to damages assessed on an aggregate basis.

- 15 -

74. The Ontario Government further pleads and relies upon section 24(1)(b) of the *Class Proceeding Act, 1992*.

75. Retiree benefits usage is entirely individual and dependent on the particular member of the Class and therefore the impact of the June 1, 2002 changes is entirely individual.

76. Retiree benefits, like other group insurance plans, are subject to co-ordination of benefits between spouses. The existence and terms of a spousal group insurance plan will impact directly on whether a particular Class member will suffer a loss as a result of the June 1, 2002 changes to the retiree benefit plan. Approximately 5,700 to 5,800 spouses or dependents of Class members have reported that they have some benefit coverage for dental and SH&H expenses from another benefit plan.

77. Some Class members have alternate benefit coverage through spousal benefits and/or through post-retirement employment or have not made claims under the plan. In the case of Class members who have obtained post-retirement employment, retiree benefits are a secondary source for coverage.

78. There are as many as 5,000 members of the Class who do not make any claim at all for benefit coverage in a given year. Between August 1999 and July 2002, there were about 5,000 retirees who, although covered, did not make dental claims each year and approximately 5,000 retirees who did not make medical claims each year.

79. Prior to August 1, 1985, dental benefit coverage was not provided to retired employees of the Ontario Government. As of August 1, 1985, dental coverage was introduced for all retired employees of the Ontario Government. Through this action, approximately 29% of the Class, or 14,845 Class members were provided with dental plan coverage which had not been in place at the time of their retirement.

- 16 -

80. The Ontario Government further pleads there is no basis in fact or law to the Plaintiff's claim for punitive damages. The Government pleads that at all material times it conducted itself in good faith and it has not engaged in any deliberate, malicious, arbitrary, callous, or wanton, high-handed conduct with a flagrant disregard for its alleged contractual, fiduciary or *Charter* obligations, which are not admitted but specifically denied.

81. The Ontario Government denies that the Representative Plaintiff and the Class have suffered any damages for which it is, in law, liable.

82. In the alternative, the damages claimed by the Representative Plaintiff on her own behalf and on behalf of the Class are excessive, too remote, and not recoverable at law.

83. In the further alternative, the Ontario Government states that if the Representative Plaintiff and the Class have suffered any damages, which are not admitted but specifically denied, the Representative Plaintiff and the Class have failed to take all reasonable steps to mitigate any such damages.

84. The Ontario Government therefore requests an Order dismissing this action with costs on a substantial indemnity basis, along with GST.

Date: May 14, 2004

**HICKS MORLEY HAMILTON
STEWART STORIE LLP**
Barristers & Solicitors
Thirtieth Floor
Toronto-Dominion Tower
Box 371, T-D Tower
Toronto, Ontario
M5K 1K8

John C. Field LSUC #23695F
Tel: (416) 864-7301
Fax: (416) 362-9680

- 17 -

Lisa J. Mills **LSUC #39203T**
Tel.: (613) 864-7319

Glenn P. Christie **LSUC #40391J**
Tel.: (416) 864-7277

Lauri A. Wall **LSUC #48643U**
Tel: (416) 864-7288

ATTORNEY GENERAL
Constitutional Law Branch
720 Bay Street, 4th Floor
Toronto, Ontario M5G 2K1

Michel Yves Hélie **LSUC #230751**
Tel.: (416) 326-4454
Fax: (416) 326-4015

Solicitors for the Defendant

TO: CAVALLUZZO HAYES SHILTON
MCINTYRE & CORNISH
Barristers & Solicitors
474 Bathurst Street
Suite 300
Toronto, Ontario M5T 2S6

Michael D. Wright **LSUC #32522T**
Hugh O'Reilly **LSUC #36271V**
Shaun O'Brien **LSUC #43547F**
Tel: 416-964-1115
Fax: 416-964-5895

AND TO: SISKIND, CROMARTY,
IVEY & DOWLER LLP
Barristers & Solicitors
680 Waterloo Street
P.O. Box 2520, Station B
London, Ontario N6A 3V8

Charles M. Wright **LSUC #36599Q**
Tel: 519-672-2121
Fax: 519-672-3093

Solicitors for the Plaintiffs

Barbara Kranjcec, on her own behalf and on behalf of
all retired former employees of the Ontario Government
receiving coverage under the Supplementary Health
and Hospital Insurance, Dental and Life Insurance Plan
as of June 1, 2002

(Plaintiffs)

-and-

Her Majesty the Queen in Right of Ontario

Court File No.: 02-CV-238484CP

(Defendant)

ONTARIO
SUPERIOR COURT OF JUSTICE

Proceeding commenced at Toronto

STATEMENT OF DEFENCE

**HICKS MORLEY HAMILTON
STEWART STORIE LLP**

Barristers & Solicitors

Thirtieth Floor, Toronto-Dominion Tower
Box 371, T-D Tower, Toronto, Ontario M5K 1K8
Tel.: (416) 362-1011 Fax: (416) 362-9680

John C. Field 416-864-7301 LSUC #23695F
Lisa J. Mills 613-234-0386 LSUC #39203T
Glenn P. Christie 416-864-7277 LSUC #40391J
Lauri A. Wall 416-864-7288 LSUC #48643U

ATTORNEY GENERAL

Constitutional Law Branch
720 Bay Street, 4th Floor, Toronto, Ontario M5G 2K1
Fax: (416) 326-4015

Michel Y. Hélie 416-326-4454 LSUC #230751