Court File No.

ONTARIO
SUPERIOR COURT OF JUSTICE

B E T W E E N :

V.T.

Plaintiff

and

AURORA CANNABIS INC., AURORA CANNABIS ENTERPRISES INC., and MEDRELEAF CORP.

Defendants

Proceeding under the *Class Proceedings Act*, *1992*

STATEMENT OF CLAIM

TO THE DEFENDANTS

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

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

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

Instead of serving and filing a Statement of Defence, you may serve and file a Notice of Intent to Defend in Form 18B prescribed by the *Rules of Civil Procedure*. This will entitle you to ten more days within which to serve and file your Statement of Defence.

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

IF YOU PAY THE PLAINTIFF'S CLAIM, and $50,000 for costs, within the time for serving and filing your Statement of Defence you may move to have this proceeding dismissed by

the Court. If you believe the amount claimed for costs is excessive, you may pay the Plaintiff's claim and $400 for costs and have the costs assessed by the Court.

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

Date November 15, 2022 Issued by ______________________
Local Registrar

Address of court office: Superior Court of Justice
393 University Avenue, 10th Floor
Toronto, ON M5G 1E6

TO: Aurora Cannabis Inc.
500 - 10355 Jasper Ave
Edmonton, AB T5J 1Y6

AND TO: Aurora Cannabis Enterprises Inc.
10104 103 Ave NW, 2800
Edmonton AB T5J 0H8

AND TO: MedReleaf Corp.
Markham Industrial Park, 3930 14th Ave
Markham, Ontario
L3R 6G3

CLAIM

1. The Plaintiff claims, on her own behalf and on behalf of the proposed Class Members and Subclass Members as defined below:

(a) an order pursuant to section 5 of the *Class Proceedings Act, 1992*, SO 1992, c 6 certifying this action as a class proceeding and appointing her as the representative plaintiff;

(b) an order defining the Class and Subclass in accordance with paragraphs 6 and 7, below;

(c) declarations that:

(i) the Defendants are liable to the Plaintiff, Class and Subclass for damages caused by their failure to warn of the risk of Cannabis Hyperemesis Syndrome ("**CHS**") posed by use of their Cannabis Products, as defined below;

(ii) the Defendants were unjustly enriched by marketing the Cannabis Products without warning of the risk of CHS; and

(iii) the Defendants' failure to warn of the risk of CHS posed by the use of Cannabis Products violated the Consumer Protection Statutes, as defined below;

(d) general and aggravated damages for personal injuries suffered by the Subclass Members on an aggregate or individual basis in such amounts as determined by the Court;

(e) damages assessed in an amount equal to the Class Members' overpayment for, or the Defendants' unjust enrichment from, the sale of the Cannabis Products, as established by a reference or accounting, if necessary;

(f) an order that the Defendants pay the cost of all Public Health Insurers' (as defined in paragraph 66, below) subrogated claims related to all resulting medical treatments or testing of the Plaintiff and the Subclass for CHS;

(g) special damages in an amount to be determined at trial;

(h) prejudgment interest and post-judgment interest in accordance with the *Courts of Justice Act*, RSO 1990, c C.43, as amended;

(i) the costs of all notices to the Class and of administering the plan of distribution of the recovery in this action, together with applicable taxes;

(j) the costs of this proceeding, plus all applicable taxes; and

(k) such further and other relief as this Honourable Court may deem just.

THE PARTIES

i. The Plaintiff

2. The Plaintiff, V.T., resides in the County of Leeds and Grenville. She is a veteran of the Canadian Armed Forces.

3. V.T. purchased and consumed Cannabis Products at the direction of a physician associated with CannaConnect Kingston, to treat her symptoms of post-traumatic stress disorder ("**PTSD**").

4. The Cannabis Products purchased and consumed by V.T. were all designed, manufactured, marketed, and sold either by the Defendants MedReleaf Corp. or Aurora Cannabis Enterprises Inc.

5. V.T. purchased the Cannabis Products that she consumed directly from the online storefronts operated by the Defendants. The Cannabis Products she purchased and consumed included the following:

(a) on June 12, 2019, she purchased Avidekell Oil, Sedamen Oil, Stello Softgels and Avidekell Softgels from MedReleaf Corp.;

(b) on July 16, 2019, she purchased Avidekell Oil, Midnight Oil, and Midnight Softgels from MedReleaf Corp.;

(c) on August 14, 2019, she purchased Luminairum Softgels, Alaska Softgels, and Midnight Softgels from MedReleaf Corp.;

(d) on October 21, 2019, she purchased Avidekell Softgels from MedReleaf Corp.;

(e) on November 22, 2019, she purchased Luminairum Softgels, Alaska Softgels, and Sedamen Softgels and Equiposa Softgels from MedReleaf Corp.;

(f) on August 31, 2020, she purchased Aurora THC Softgels and Midnight Softgels from Aurora Cannabis Enterprises Inc.;

(g) on September 30, 2020, she purchased Alaska Softgels, Equiposa Softgels and Midnight Softgels from Aurora Cannabis Enterprises Inc.;

(h) on October 31, 2020, she purchased Luminairum Softgels, Equiposa Softgels, and Avidekell Softgels from Aurora Cannabis Enterprises Inc.; and

(i) on November 30, 2020, she purchased Sedamen Softgels, Stello Softgels, Midnight Softgels, and Equiposa Softgels from Aurora Cannabis Enterprises Inc.

ii. The Class and Subclass

6. The Plaintiff brings this action on her own behalf and on behalf of purchasers of Cannabis Products, as defined below. The proposed class (the "**Class**" or "**Class Members**") is defined as:

> All persons in Canada who purchased a Cannabis Product from one or more of the Defendants on or after February 1, 2014 (the "**Class Period**").

7. The Plaintiff also brings this action on her own behalf and on behalf of the following subclass of persons (the "**Subclass**" or "**Subclass Members**"):

> All Class Members who developed CHS during the Class Period after consuming one or more of the Defendants' Cannabis Products.

iii. The Defendants

8. Aurora Cannabis Inc. is a publicly-traded, multinational company incorporated under British Columbia's *Business Corporations Act*, SBC 2002 c 57. Its head office and principal address is in Edmonton, Alberta.

9. In 2014, it changed its name from Prescient Mining Corp. to Aurora Cannabis Inc. and began its business of commercially exploiting medicinal cannabis. It was first granted a license to produce and distribute medicinal cannabis on February 20, 2015. It is the world's second largest producer of cannabis and synthetic cannabinoids.

10. Aurora Cannabis Enterprises Inc. is a wholly-owned subsidiary of Aurora Cannabis Inc. (together, "**Aurora**"), headquartered in Edmonton, Alberta. At all times material to this action, it held licenses issued by Health Canada to distribute and sell the Cannabis Products.

11. MedReleaf Corp. is a wholly-owned subsidiary of Aurora Cannabis Inc., headquartered in Markham, Ontario. It was acquired by Aurora Cannabis Inc. on July 25, 2018. At all times material to this action, it held licenses issued by Health Canada to distribute and sell the Cannabis Products. It was first licensed to market and sell medicinal cannabis on February 1, 2014.

12. At all material times, the Defendants each participated in, or shared the common purpose of cultivating, designing, manufacturing, packaging, labelling, distributing, marketing, and selling products derived from cannabis and synthetic cannabinoids in Canada for profit either directly, or indirectly through their agents, affiliates or subsidiaries. These products include, *inter alia*, cannabis and synthetic cannabinoid resins, pills, lozenges, concentrates, oils, edibles, beverages, vapours, and raw and adulterated plant material (together, the "**Cannabis Products**", and each a "**Cannabis Product**").

13. At all material times, Aurora Cannabis Enterprises Inc., and (following its acquisition) MedReleaf were each the agent of Aurora Cannabis Inc., and of each other. As such, each Defendant is individually, as well as jointly and severally, liable to the plaintiffs and other members of the Classes for their injuries, losses and damages because:

(a) each company's business was operated so that it was inextricably interwoven with the business of the other;

(b) each company entered into a common business plan and shared the common purpose of commercially exploiting the Cannabis Products by placing them into the stream of commerce;

(c) each company owed a duty to the other and to each Class Member by virtue of the common business plan to commercially exploit the Cannabis Products by placing them into the stream of commerce; and

(d) each company intended that their businesses be run together as one global business organization.

14. As designers, producers, marketers, and vendors of the Cannabis Products, the Defendants knew or ought to have known of all the serious harmful effects arising from the consumption of their Cannabis Products. The Defendants were in an immediately proximate relationship with the Plaintiff and the Class Members, who are the consumers of the Cannabis Products that they designed, produced, marketed and sold. The intended use of the Cannabis Products was consumption by the Plaintiff and the Class for either medicinal or recreational purposes.

15. The Defendants knew that the Cannabis Products are inherently dangerous when used for their intended purpose. Accordingly, they owed a duty of care to the Plaintiff and Class to warn of the dangerous effects or potentially harmful side-effects arising from the use of the Cannabis Products, including the risk of Cannabis Products consumers developing CHS.

THE FACTS

i. The risk of CHS posed by the Cannabis Products

16. CHS is a risk inherent in the ordinary use of cannabinoids by recreational and medicinal users. CHS manifests principally as recurrent nausea, vomiting, and cramping abdominal pain. It can persist for months or years.

17. The recurrent vomiting caused by CHS can damage teeth and tissues in the mouth, esophagus and stomach. Sufferers may experience loss of appetite and weight loss. Long-term dehydration and electrolyte imbalance caused by CHS can, in turn, cause organ damage, kidney failure and even death.

18. The sole cause of CHS is cannabinoid use. The precise mechanism by which cannabinoids cause CHS is unknown. CHS occurs most frequently in daily- or near-daily users of cannabinoids but can occur following any frequency or duration of cannabinoid use. CHS can occur as a side effect of smoking, vaporizing, or eating cannabinoids at any psychoactive dose.

19. Many thousands of individuals in Canada suffer from CHS every year.

20. CHS was first defined as a clinical syndrome in 2004. However, CHS is not notorious nor otherwise well known by the consuming public, nor by treating physicians.

21. In a Spring 2018 publication, “Information for Health Care Professionals: Cannabis (marihuana, marijuana) and the cannabinoids”, Health Canada expressly warned physicians about the risk of CHS. This warning identified the symptoms of CHS and the elevated risk experienced by daily users of cannabis, and advised of treatment options. This was information already known to the Defendants, or which they ought to have known before the Health Canada publication.

22. The most reliable treatment for CHS is the cessation of cannabinoid use.

ii. The Defendants' failure to warn of the risk of CHS posed by the Cannabis Products

23. Although the Defendants know, or ought to have known that CHS is a common, serious and harmful side effect of using the Cannabis Products, the Defendants do not warn of the risk of CHS posed by consumption of the Cannabis Products on the Cannabis Product labels or in Cannabis Product inserts or on instructions for use (together, the "labels").

24. While the Defendants maintain websites that provide information about the Cannabis Products to consumers and prescribing physicians, these websites do not warn of or even mention the risk of CHS. The Defendants do not publish product monographs for the Cannabis Products or otherwise direct information to learned professionals, including prescribing physicians or product sales persons, communicating the risk of CHS.

iii. The Plaintiff suffered CHS as a result of consuming the Cannabis Products

25. Prior to consuming the Cannabis Products and at all material times, V.T. suffered from PTSD.

26. In the Spring of 2019, V.T.'s treating psychologist advised her to try medicinal cannabis to treat her PTSD symptoms.

27. On or around May 23, 2019, V.T. submitted a medicinal cannabis application to CannaConnect Kingston. CannaConnect is an organization that provides advice and assistance to Canadian military veterans and RCMP officers with respect to medicinal cannabis treatments.

28. On May 30, 2019 CannaConnect's director recommended that the Plaintiff use the Cannabis Products of Aurora/MedReleaf.

29. Following this consultation, V.T. met with a doctor affiliated with CannaConnect, who prescribed medicinal cannabis at a dosage of one gram per day.

30. V.T. began using the Cannabis Products in June 2019, in accordance with the doctor's directions.

31. V.T. registered with MedReleaf on June 5, 2019. On June 7, 2019, MedReleaf advised V.T. that it had received and processed her medical documentation and that she was now eligible to purchase medicinal Cannabis Products.

32. V.T. adhered strictly to the daily therapeutic dosing regime advised by her physician and did not use the Cannabis Products for any other purpose besides the treatment of her PTSD symptoms.

33. The Cannabis Products that V.T. bought and consumed were cannabis-infused oils and softgels manufactured by MedReleaf Corp. and Aurora Cannabis Enterprises Inc. V.T. used these oils and softgels on a daily or near-daily basis from June 2019 onwards.

34. After the acquisition of MedReleaf by Aurora Cannabis Inc. in July 2020, and thereafter, V.T. ordered Cannabis Products from Aurora's website.

35. On approximately September 20, 2020, V.T. became violently ill. Her symptoms included extreme nausea, abdominal pain, vomiting, stomach pain, and chills. These symptoms were persistent. She did not know their cause.

36. Her symptoms were so severe that she attended at the Emergency Department at Kingston General Hospital. The hospital released her early in the morning of September 21, 2020, but did not diagnose her condition as CHS.

37. The symptoms persisted most days, to various degrees, for months; however, V.T. continued to consume Cannabis Products, as prescribed, because she was unaware of the risk of CHS and did not know the Cannabis Products were causing her nausea.

38. From December 10 to 15, 2020, however, V.T. became violently ill again. Her symptoms included extreme nausea, vomiting, stomach pain, chills, abdominal pain, chest and esophageal pain, inability to eat, difficulty drinking water due to pain, and shortness of breath.

39. On December 15, 2020, V.T. attended at the Emergency Department at Brockville General Hospital.

40. V.T. was admitted as a patient and diagnosed for the first time with CHS. She was advised by the Emergency Department physician that her symptoms were CHS, which was caused by her cannabinoid use, and that she should cease using the Cannabis Products to obtain relief from her symptoms. She was released the same day.

41. V.T.'s December 15, 2020 hospital admission was the first time she had ever heard of CHS, or been informed that it was a risk of cannabinoid use.

42. V.T. stopped using the Cannabis Products after her hospital admission. She cancelled her CannaConnect membership and her Aurora account.

43. Most of V.T.'s CHS symptoms stopped after she stopped using the Cannabis Products, though she continued to experience chills for months after.

CAUSES OF ACTION

i. Negligence

44. As the cultivators, designers, manufacturers, packagers, distributors, marketers and sellers of the Cannabis Products, which were intended to be ingested by the Class Members and held out for medical use, the Defendants were under a duty of care to provide accurate, complete and timely warnings about any health or safety risk inherent to the ordinary use of the Cannabis Products of which they ought to have known, including warnings of the risk of developing CHS. The Defendants were also under a corresponding duty to provide the Plaintiff and Class Members with information that a reasonable consumer, patient and treating professional would need to know about the diagnosis and treatment of CHS, especially given that the Cannabis Products are advertised and prescribed to treat the very symptoms of CHS.

45. The Defendants negligently failed to issue any warning to the Class of the risk of CHS and the danger it posed to their health.

46. At all material times, the Defendants knew or ought to have known that normal use of the Cannabis Products could cause CHS. CHS has been recognized as a common side effect of cannabinoid use for decades.

47. At no time have the Defendants warned or advised the Class of the risk of CHS posed by normal use of the Cannabis Products.

48. As a result of the Defendants' failure to adequately warn of the risks of CHS, Class Members were exposed and continue to be exposed to harm from CHS. Without warnings of CHS, Subclass Members who suffered or are suffering from CHS may be subject to misdiagnosis. In particular, given that cannabinoids are often used or prescribed to treat symptomology similar to CHS, the Subclass Members and their prescribing physicians may continue to use cannabinoids in the face of active CHS, worsening their condition.

49. The Defendants' failure to warn of the risks of CHS breached section 27 of the *Cannabis Act*, SC 2018, c 16., which prohibits the sale of cannabis products in "a package or label containing any information that is false, misleading or deceptive or that is likely to create an erroneous impression about the characteristics, value, quantity, composition, strength, concentration, potency, purity, quality, merit, safety, health effects or health risks of the cannabis." The failure to warn of the risk of CHS of the Cannabis Products is a false, misleading or deceptive omission about the health risks of the Cannabis Products.

50. The Defendants' failure to warn of the risks of CHS also breached section 9(1) of the *Food and Drugs Act*, RSC 1985, c F-27, which states that "[n]o person shall label, package, treat, process, sell or advertise any drug in a manner that is false, misleading or deceptive or is likely to create an erroneous impression regarding its character, value, quantity, composition, merit or safety." The failure to warn of the risk of CHS of the Cannabis Products is a false, misleading or deceptive omission about the safety of the Cannabis Products.

51. The Plaintiff pleads and relies on the doctrine of discoverability. None of the Class Members knew or could have known of their claim against the Defendants, because the

Defendants' failure to warn made it impossible for the Class to know that the Cannabis Products carried the risk of CHS.

ii. Breach of the Consumer Protection Statutes

52. The Defendants made false, misleading and deceptive representations to the Plaintiff and the Class about quality and characteristics of the Products, in breach of the provisions of the following provincial consumer protection legislation (together, the "**Consumer Protection Statutes**"):

(a) *Business Practices and Consumer Protection Act*, SBC 2004, c 2, ss 4-5;

(b) *Consumer Protection Act*, RSA 2000, c C-26.3, s 6;

(c) *Consumer Protection and Business Practices Act*, SS 2013, c C-30.2, ss 6-9;

(d) *Business Practices Act*, CCSM, c B120, ss 2, 3, and 5;

(e) *Consumer Protection Act*, SO 2002, c 30, ss 14 and 17;

(f) *Business Practices Act*, RSPEI 1988, c B-7, ss 2 and 3;

(g) *Consumer Protection and Business Practices Act*, SNL 2009, c C-31.1, s 7; and

(h) *Consumer Protection Act*, RSQ, c P-40.1, arts 219, 221(a), 228.

53. The Defendants were, at all material times, "suppliers" of the Cannabis Products, as that term or its analogues are defined in the Consumer Protection Statutes. The Plaintiff and the Class purchased the Cannabis Products for personal use and were, at all material times, "consumers", as that term is defined in the Consumer Protection Statutes.

54. The Plaintiff and the Class purchased Cannabis Products directly from the Defendants under contracts of purchase and sale which are "consumer agreements" under the Consumer Protection Statutes – including, in the Plaintiff's case in particular, by online purchases from the

Defendants' respective websites. Class Members also purchased the Cannabis Products indirectly from the Defendants through third-party cannabis retailers.

55. As suppliers, the Defendants were obliged by the Consumer Protection Statutes not to engage in unfair or deceptive business practices, including an obligation not to materially mislead Class members when marketing, promoting, selling, or advertising the Cannabis Products.

56. The Defendants' failure to warn of the risk of CHS posed by the Cannabis Products was a misleading omission and is a misrepresentation in contravention of the Consumer Protection Statutes.

57. The Plaintiff and Class are entitled to rescission, or damages in lieu of rescission, pursuant to the Consumer Protection Statutes.

58. It is in the interest of justice to waive the notice requirement under section 18(3) of Ontario's *Consumer Protection Act*, and equivalent provisions in the other Consumer Protection Statutes.

iii. Unjust enrichment

59. The Defendants were unjustly enriched by their sale of the Cannabis Products. The contracts under which the Plaintiff and Class members acquired the Cannabis Products are void because of the Defendants' breach of the Consumer Protection Statutes.

60. Further, these void contracts do not provide a juristic reason for the Defendants' enrichment from the sale of the mislabelled cannabis Products to the Plaintiff and Class members,

because these contracts do not contain terms permitting the Defendants to benefit from misrepresentations about the risks posed by the Cannabis Products.

DAMAGES

61. As a result of the Defendants' negligent failure to warn of the risk of CHS posed by the Cannabis Products, the Plaintiff and the Class have suffered damages, including a premium over the price they would have paid for the Cannabis Products had they known of the risk of CHS, which was reasonably foreseeable.

62. In addition, the Plaintiff and Subclass have suffered further damages, including serious and prolonged pain and suffering, emotional distress, hospitalization, as well as losses of income and other special damages, the amounts and values of which will be particularized prior to trial, all of which were reasonably foreseeable by the Defendants.

63. The Plaintiff claims these damages on behalf of the Class.

64. Had the Defendants provided adequate and timely warnings about the risk of CHS posed by the Cannabis Products, the Plaintiff and Class Members could have made informed decisions whether to use the Cannabis Products. The Plaintiff and Subclass Members would likely have had their CHS diagnosed earlier, thereby shortening the time during which they had to suffer from their ongoing serious adverse health effects.

65. The contracts under which the Plaintiff and Class members acquired their Cannabis Products are void for their contravention of the Consumer Protection Statutes, and/or do not constitute a juristic reason for the Defendants' enrichment *vis-à-vis* the sale of Cannabis Products either directly or via third-party retailers to the Plaintiff or Class. Accordingly, the Plaintiff and

Class members are entitled to disgorgement of some or all of the revenues and/or profits accruing to the Defendants from the sale of the Cannabis Products to the Plaintiff and Class.

PROVINCIAL HEALTH INSURERS

66. The Ontario Health Insurance Plan and all other provincial and territorial health insurers (the "**Public Health Insurers**") have incurred expenses with respect to the medical treatment of the Plaintiff and Subclass Members as a result of the CHS they have suffered caused by the ingestion of the Cannabis Products. As a result, the Public Health Insurers have suffered and will continue to suffer damages for which they are entitled to be compensated by virtue of their right of subrogated and direct rights of action in respect of all past and future insured services. This action is maintained on behalf of all Public Health Insurers.

REAL AND SUBSTANTIAL CONNECTION

67. There is a real and substantial connection between the subject matter of this action and the Province of Ontario for the following reasons:

(a) the Defendants carry on business in Ontario;

(b) the Defendants derive substantial income in Ontario from the sales of the Cannabis Products;

(c) the Cannabis Products are approved for sale in Ontario; and

(d) the damages of the Plaintiff and those of other Class Members resident in Ontario, were sustained in Ontario.

LEGISLATION

68. The Plaintiff pleads and relies upon, *inter alia*, the following statutes and the regulations made thereunder, and their provincial and territorial equivalents (all as amended):

(a) *Alberta Health Care Insurance Act*, RSA 200, c A-20;

(b) *Business Practices and Consumer Protection Act*, SBC 2004, c 2, ss 4-5;

(c) *Business Practices Act*, CCSM, c B120, ss 2, 3, and 5;

(d) *Business Practices Act*, RSPEI 1988, c B-7, ss 2 and 3;

(e) *Cannabis Act*, SC 2018, c 16;

(f) *Consumer Protection Act 2002*, SO 2002, c 30, Schedule A;

(g) *Consumer Protection Act*, RSA 2000, c C-26.3, s 6;

(h) *Consumer Protection Act*, RSQ, c P-40.1, arts 219, 221(a), 228;

(i) *Consumer Protection and Business Practices Act*, SS 2013, c C-30.2, ss 6-9;

(j) *Consumer Protection and Business Practices Act*, SNL 2009, c C-31.1, s 7;

(k) *Courts of Justice Act*, RSO 1990, c C.43;

(l) *Department of Health Act*, RSS 1978, c D-17;

(m) *Food and Drugs Act*, RSC 1985, c F-27;

(n) *Health Care Costs Recovery Act*, SBC 2008, c 27;

(o) *Health Insurance Act*, RSO 1990, c H.6;

(p) *Health Services and Insurance Act*, RSNS 1989, c 197;

(q) *Health Services Insurance Act*, CCSM, c H35;

(r) *Hospital and Diagnostic Service Insurance Act*, RSPEI 1988, c H-8;

(s) *Hospital Insurance Agreement Act*, RSNL 1990, c H-7;

(t) *Hospital Insurance and Health and Social Services Administration Act*, RSNWT 1988, c T-3;

(u) *Hospital Insurance Services Act*, RSY 2002, c 112;

(v) *Hospital Services Act*, RSNB 1973, c H-9;

(w) *Hospital Act*, RSA 2000, c H-12; and

(x) *Negligence Act*, RSO 1990, c N.1.

SERVICE *EX JURIS*

69. This statement of claim may be served without court order outside Ontario because the claim is:

(a) in respect of a tort committed in Ontario (rule 17.02(g));

(b) in respect of damages sustained in Ontario arising from a tort or breach of contract however committed (rule 17.02 (h));

(c) against a person outside Ontario who is a necessary and proper party to this proceeding properly brought against another person served in Ontario (rule 17.02(o)); and

(d) against a person carrying on business in Ontario (rule 17.02(p)).

PLACE OF TRIAL

70. The Plaintiff proposes that this action be tried in Toronto.

November 15, 2022

WADDELL PHILLIPS PROFESSIONAL CORPORATION
36 Toronto Street, Suite 1120
Toronto, ON M5C 2C5

Margaret L. Waddell (LSO No.: 29860U)
marg@waddellphillips.ca
Jonathan Schachter (LSO No.: 63858C)
jonathan@waddellphillips.ca
Adam Babiak (LSO No.: 77899C)
adam@waddellphillips.ca

Tel: 647-261-4486

Lawyers for the Plaintiff

Electronically issued / Délivré par voie électronique : 15-Nov-2022
Toronto Superior Court of Justice / Cour supérieure de justice

Court File No./N° du dossier du greffe : CV-22-00690262-00CP

V.T.
Plaintiff

-and-

AURORA CANNABIS INC.
Defendant

Court File No.:

ONTARIO
SUPERIOR COURT OF JUSTICE

PROCEEDING COMMENCED AT TORONTO

STATEMENT OF CLAIM

WADDELL PHILLIPS PROFESSIONAL CORPORATION
36 Toronto Street, Suite 1120
Toronto, ON M5C 2C5

Margaret L. Waddell (LSO No.: 29860U)
marg@waddellphillips.ca
Jonathan Schachter (LSO No.: 63858C)
jonathan@waddellphillips.ca
Adam Babiak (LSO No.: 77899C)
adam@waddellphillips.ca

Tel: 647.261.4486

Lawyers for the Plaintiff