

**ONTARIO
SUPERIOR COURT OF JUSTICE**

BETWEEN:

MICHAEL PENTON

Plaintiff

and

PARKER CANADA HOLDING CO.

Defendant

Proceeding under the *Class Proceedings Act, 1992*

STATEMENT OF CLAIM

TO THE DEFENDANT(S)

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.

Date August 6, 2002

Issued by H. Mackay
Local registrar

Address of court office:
114 Worsley Street
Barrie, ON L4M 1M1

TO Parker Canada Holding Co.
4635 Durham Road South
Grimsby, ON L3M 4G4

CLAIM

1. The Plaintiff, Michael Penton, claims:
 - (a) a declaration that he and all Class Members were wrongfully dismissed by the Defendant and entitled to reasonable notice or pay in lieu of notice, including payment for all outstanding and anticipated vacation pay, overtime, premiums, bonuses and benefits;
 - (b) general damages in the amount of \$2,000,000.00 on his own behalf and on behalf of all Class Members on the basis that the Defendant has failed to provide reasonable notice to terminated employees, plus all outstanding and anticipated vacation pay, overtime, premiums, bonuses, and benefits owing during the notice period;
 - (c) pre-judgment and post-judgment interest pursuant to the *Courts of Justice Act*, R.S.O. 1990, c. 43, as amended;
 - (d) costs on a solicitor and client scale; and
 - (e) such further and other relief as this Honourable Court may deem just.

The Parties

2. The Plaintiff, Michael Penton, is a 44 year old man, currently living in Victoria Harbour, in the Province of Ontario.

3. The Defendant, Parker Canada Holding Co. ("Parker"), is a Nova Scotia corporation carrying on business in Grimsby, Ontario. Parker is the Canadian arm of a multinational corporation, Parker Hannifin Corporation, which manufactures, *inter alia*, in the aerospace automation, climate and industrial control, filtration, fluid connectors, hydraulics instrumentation and seal industries.

4. The Class Members are all persons who were employed by Parker, who were terminated without cause by Parker, and who did not receive reasonable notice of termination on or about May 6, 2002.

Background

5. The Defendant Parker purchased the Barrie factory of its competitor, Dayco Industrial, in 2001. Despite prior assurances to the contrary, on May 6, 2002, Parker advised all employees that effective May 6, 2002, they were being terminated without cause. Approximately 120 persons were employed at the Barrie plant.

6. Parker owns an existing fluid connectors plant in Grimsby, Ontario, at which it will manufacture product previously manufactured in Barrie.
7. Michael Penton had fourteen years of service at Parker and its predecessors, where he held the position of electroplating technician. He earned approximately \$55,000.00 as a base salary, plus overtime, benefits and contribution to his Registered Retirement Savings Plan. The Plaintiff Penton's employment was terminated on or about May 6, 2002.
8. Parker terminated all employees.

Claim for Wrongful Dismissal

9. On May 6, 2002, Defendant Parker terminated all employees of the Barrie factory.
10. None of the employees were given reasonable notice that their employment would be terminated.
11. The Plaintiff states on his own behalf and on behalf of all Class Members that the Defendant Parker has wrongfully terminated the employees. The Plaintiff claims on his own behalf and on behalf of all Class Members damages in lieu of reasonable notice, including payment for all outstanding and anticipated vacation pay, overtime, premiums, and benefits owing during the appropriate notice period.

12. The Plaintiff pleads and relies upon the *Employment Standards Act*, R.S.O. 1990, c.E. 14, as amended.

13. The Plaintiff pleads and relies upon the *Class Proceedings Act*, 1992, S.O. 1992, c. 6, as amended.

14. The Plaintiff proposes that this action be tried at the City of Barrie, Province of Ontario.

Date of Issue: August ⁶2, 2002

SISKIND, CROMARTY, IVEY & DOWLER ^{LLP}

Barristers & Solicitors
680 Waterloo Street
P.O. Box 2520
London, Ontario N6A 3V8

Charles M. Wright (LSUC #36599Q)
Tel : (519) 672-2121
Fax: (519) 672-6065

Solicitors for the Plaintiff

Cavalluzzo, Hayes, Shilton, McIntyre & Cornish

Barristers & Solicitors
43 Madison Avenue
Toronto, Ontario M5R 2S2

Michael D. Wright
Tel (416) 964-1115
Fax: (416) 964-5895

Solicitors for the Plaintiff