Court File No.:

ONTARIO
SUPERIOR COURT OF JUSTICE

Electronically issued
Délivré par voie électronique : 19-Jun-2020
London

LOREAN PATRICIA PRITCHARD and BRUCE EDWARD PRITCHARD

Plaintiffs

- and -

JANSSEN INC., JANSSEN PHARMACEUTICALS INC., JANSSEN-ORTHO INC., JOHNSON & JOHNSON INC., JOHNSON & JOHNSON, TEVA BRANDED PHARMACEUTICAL PRODCUTS R&D, INC., TEVA CANADA, TEVA PHARMACEUTICALS USA, INC., and IVAX RESEARCH, INC (aka IVAX RESEARCH, LLC and/or BAKER NORTON PHARMACEUTICALS, INC.)

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.

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 June 19, 2020 Issued by _____

Local registrar

Address of court office: 80 Dundas Street, London, Ontario N6A 6A3

TO: **JANSSEN INC.**
19 Green Belt Drive
Toronto, ON M3C 1L9

AND TO: **JANSSEN PHARMACEUTICALS INC.**
1125 Trenton Harbourton Road
Titusville, New Jersey, 08560 USA

AND TO: **JANSSEN-ORTHO INC.**
19 Green Belt Drive
Toronto, ON M3C 1L9

AND TO: **JOHNSON & JOHNSON INC.**
88 McNabb Street
Markham, ON L3R 5L2

AND TO: **JOHNSON & JOHNSON**
One Johnson & Johnson Plaza
New-Brunswick, New-Jersey, 08933 USA

AND TO: **TEVA BRANDED PHARMACEUTICAL PRODUCTS R&D, INC.**
41 Moores Road
Frazer, PA 19355 USA

AND TO: **TEVA CANADA**
30 Novopharm Ct.
Toronto, ON M1B 2K9

AND TO: **TEVA PHARMACEUTICALS USA, INC.**
1090 Horsham Road
North Wales, PA 19454 USA

AND TO: **IVAX RESEARCH, INC. (aka IVAX RESEARCH, LLC and/or BAKER NORTON PHARMACEUTICALS, INC.)**
8800 North West,
36th Street
Miami, FL 33178 USA

CLAIM

1. The Plaintiffs, Lorean Patricia Pritchard and Bruce Edward Pritchard ("Lorean Pritchard" and "Ted Pritchard"), claim on behalf of themselves and others similarly situated in Canada:

   (a) an Order certifying this proceeding as a class proceeding and appointing them as Representative Plaintiffs for the class(es), to be further defined on the motion for certification;

   (b) a declaration that the Defendants were negligent in the design, development, testing, research, manufacture, licensing, labelling, warning, marketing, distribution, and sale of Elmiron (as described in paragraphs 23-27);

   (c) a declaration that the Defendants are vicariously liable for the acts and omissions of their officers, directors, agents, employees, and representatives;

   (d) pecuniary and special damages in the amount of $500,000 for each person prescribed the Defendants' Elmiron products or as aggregated following a trial on the common issues;

   (e) non-pecuniary damages in an amount to be assessed for each person who was prescribed and/or ingested Elmiron;

   (f) in the alternative to the claim for damages, an accounting or other such restitutionary remedy disgorging the revenues realized by the Defendants from the sales of Elmiron;

(g) damages pursuant to the *Family Law Act*, RSO 1990, c F.3 s.61 and similar legislation and common law in other provinces, where applicable, in the amount of $100,000 for each such plaintiff;

(h) punitive, aggravated, and exemplary damages in the amount of $20,000,000;

(i) the costs of distributing all monies received to class members;

(j) prejudgement interest in the amount of 10% compounded annually or as otherwise awarded by this Honourable Court;

(k) costs on a substantial indemnity basis, plus applicable taxes; and

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

2. In bringing this action on behalf of all persons resident in Canada who were prescribed and/or ingested Elmiron, at any time on or before the date of the certification order, which as manufactured, marketed and/or sold or otherwise placed into the stream of commerce in Canada by one or more of the Defendants, the Plaintiffs plead and rely upon the provisions of the *Class Proceedings Act*, *1992*, S.O. 1992, c.6, the *Negligence Act*, R.S.O. 1990, c. N-1, as amended and regulations thereunder, and the *Food and Drugs Act,* R.S.C. 1985, c. F.27 and regulations thereunder. The Plaintiffs also bring this action on behalf of all persons resident in Canada entitled to claim by virtue of a personal or familial relationship to any one or more of the persons described above, and plead and rely upon the Ontario *Family Law Act,* RSO 1990, C F.3 and regulations thereunder, and any analogous provincial legislation.

NATURE OF THE ACTION

3. This is a proposed class proceeding for damages arising from Elmiron (pentosan polysulfate sodium), a prescription medication used to treat interstitial cystitis and bladder pain. This action arises from the Defendants (as described in paragraphs 8-21) unlawful, negligent, inadequate, improper, unfair, and deceptive practices and misrepresentations related to, *inter alia*, their design, development, testing, research, manufacture, licensing, labelling, warning, marketing, distribution, and sale of Elmiron while they knew, or ought to have known, the product was defective and/or there were significant risks that should have been disclosed to the medical and healthcare community and the public in general.

4. During the relevant times, the Defendants labelled, warned, marketed, distributed, and sold Elmiron, the Defendants withheld material adverse events and information from the public, medical community, and regulatory bodies. The Defendants failed to disclose the serious link between Elmiron use and significant visual damage, including pigmentary maculopathy. Ultimately, tens of thousands of patients, including Lorean Pritchard, have been placed at risk and harmed as a result of the conduct of the Defendants.

5. The Defendants misrepresented that their Elmiron products are safe and effective, when in fact these medications cause serious Injuries, Conditions, and Complications (as defined in paragraph 29).

6. Patients who were prescribed and/or ingested Elmiron were misled as to the drug's safety and efficacy, and as a result have suffered serious Injuries, Conditions, and Complications.

THE PARTIES

7. The Plaintiffs, Lorean Pritchard and Ted Pritchard, are married and reside in London, Ontario.

8. The Defendant, Janssen Inc., is a Canadian corporation, headquartered in Toronto, Ontario. Janssen Inc. is the sponsor or market authorization holder for Elmiron, meaning that it is the entity authorized by Health Canada to sell Elmiron in Canada.

9. The Defendant, Janssen Pharmaceuticals, Inc., is an American corporation, headquartered in Titusville, New Jersey. Jassen Pharmaceuticals, Inc. authors, publishes, and maintains websites as sources of information regarding the safety and efficacy of Elmiron that are used by consumers worldwide, including in Canada.

10. The Defendant, Janssen-Ortho Inc., is a corporation in Toronto, Ontario, with responsibilities associated with Elmiron, including manufacturing of the drug.

11. The Defendant, Johnson & Johnson Inc., a wholly owned subsidiary of Johnson & Johnson, is a Canadian corporation, headquarter in Markham, Ontario.

12. The Defendants, Janssen Inc., Janssen Pharmaceuticals, Inc., and Janssen-Ortho Inc., collectively referred to as the Janssen Defendants, are registered with Health Canada as the sponsor for Elmiron in Canada.

13. The Defendant, Johnson & Johnson, is an American corporation, headquartered in New-Brunswick, New Jersey and the partent company of Janssen Inc., Janssen Pharmaceuticals, Inc., and Janssen-Ortho Inc.

14. The Defendants, Johnson & Johnson Inc. and Johnson & Johnson, collectively referred to as the Johnson & Johnson Defendants, owned the Janssen Defendants and, at times relevant to this action, had responsibility for the operations of the Janssen Defendants.

15. The Defendant, Teva Branded Pharmaceutical Products R&D, Inc., is a Delaware corporation with a principal place of business located at 41 Moores Rd., Frazer, PA 19355.

16. The Defendant, Teva Canada, is a corporation with a principal place of business located at 30 Novopharm Ct., Toronto, ON M1B 2K9.

17. The Defendant, Teva Pharmaceuticals USA, Inc., is a Delaware Corporation with a principal place of business located at 1090 Horsham Road, North Wales, Pennsylvania.

18. The Defendant, IVAX Research Inc., at times also known as IVAX Research LLC and/or Baker Norton Pharmaceuticals, Inc., is a Florida Corporation with a principal place of business located at 8800 North West, 36th Street, Miami, Florida, 33178. This Defendant has held the Canadian trademark during the times relevant to this proceeding

19. The Defendants, Teva Branded Pharmaceutical Products R&D, Inc., Teva Canada, Teva Pharmaceuticals USA, Inc., and IVAX Research Inc., at times also known as IVAX Research LLC and/or Baker Norton Pharmaceuticals, Inc., collectively referred to as the "Teva Defendants", were registered with Health Canada as the sponsor for Elmiron in Canada and were the trademark registrants in Canada at times material to this action.

20. Hereinafter, each of the above Defendants shall be collectively referred to as the "Defendants".

21. The business of each of the Defendants is inextricably interwoven with that of the other and each is the agent of the other for the purposes of researching, designing, manufacturing, developing, preparing, processing, inspecting, testing, packaging, promoting, marketing, distributing, labelling, and/or selling for a profit, either directly or indirectly through an agent, affiliate or subsidiary, Elmiron in Canada. At all material times, the Defendants were engaged in the business of designing, manufacturing, testing, packaging, promoting, marketing, distributing, labelling, and/or selling Elmiron in Canada. The development of Elmiron for sale in Canada, the conduct of clinical studies, the preparation of regulatory applications, the maintenance of regulatory records, the labelling and promotional activities regarding Elmiron, and other actions central to the allegations of this lawsuit, were undertaken by the Defendants in Ontario, and elsewhere.

GENERAL ALLEGATIONS

Interstitial Cystitis

22. Interstitial cystitis is a medical condition in the bladder that causes bladder pressure, bladder pain, and sometimes pelvic pain with symptoms ranging from mild to severe. There is no known cure for interstitial cystitis, but there are a range of treatment options including Elmiron, as well as physical therapy, surgery, nerve stimulation, bladder distention, and other medications (nonsteroidal anti-inflammatory drugs, tricyclic antidepressants, antihistamines), including medications instilled into the bladder directly.

Elmiron

23. On December 31, 1993, Elmiron (pentosan polysulfate sodium) was first approved by Health Canada and came to market for treatment of interstitial cystitis and painful bladder syptoms.

24. Elmiron is a low molecular weight heparin-like compound. It has anticoagulant and fibrinolytic effects, but the mechanism of action of Elmiron in interstitial cystitis is not known.

25. Elmiron is thought to adhere to the bladder surface supplementing the defective bladder layer associated with interstitial cystitis. It is hypothesized that this action improves the symptoms of interstitial cystitis.

26. Elmiron is known to take a long time to exert an effect and patients who are prescribed Elmiron are advised to take the drug for at least six months in order to determine if there is an effect. For those patients who take the drug, the drug is known to be used for long-term use and in many patients, use is expected to last years, if not decades.

27. Elmiron is an oral medication that is available in 100 mg tablets.

Elmiron Induced Retinal Toxicity and Pigmentary Maculopathy

28. The administration of drugs that are physiologically foreign to the body can lead to adverse side effects or toxicity with significant consequences. The retina is especially susceptible to the effects of systemic drugs. The retina has an extensive blood supply and vascular network. The retina has minimal ability to regenerate and is therefore at high risk of drug toxicity. Thus, it is critical that eye care professionals are aware and monitor for adverse drug effects, especially those effecting the retina.

29. At all material times, the Defendants knew or ought to have known that Elmiron causes vision impairment and injury, including retinal toxicity and pigmentary maculopathy, with signs and symptoms, including but not limited blurred vision, difficulty reading,

vision spots and/or floaters, poor adjustment to changes in light, line distortion, and poor colour perception (collectively "Injuries, Conditions, and Complications").

Academic Literature

30. In November, 2018, *Pearce, et al.*, reported a case series of patients known to be long-term users of Elmiron that presented with an atypical maculopathy that resulted in significant vision loss. Patients in the study reported symptoms of difficulty reading and prolonged dark adaptation.

31. A follow-up study by the same authors (*Hanif, et al.*) included a retrospective review of 219 patients seen at Emory and evaluated vision loss as additional support for the association between Elmiron use and vision loss and a growing concern that the described maculopathy represents an Elmiron medication toxicity (and many patients since 1993 may have been misdiagnosed with age related macular degeneration or pattern dystrophy).

32. In *Jain, et al.*, the authors reported a large, administrative, U.S. database was used to examine the association of Elmiron use and a diagnosis of a macular disorder. Their exposure cohort of Elmiron users was matched (1:5) with an unexposed cohort of patients (who were not necessarily patients with interstitial cystitis). The primary outcome was any new diagnosis of hereditary or secondary pigmentary retinopathy or any new diagnosis of dry age-related macular degeneration (AMS) or drusen in addition to the previously described retinopathy. At seven years, there was a statistically significant increase in the exposed group in multivariate analysis (odds ratio [OR] 1.41; 95%

confidence interval [CI] 1.09-1.83; p=0.009). It was concluded that Elmiron exposure was associated with a new diagnosis of macular disease.

33. At a meeting of the American Academy of Ophthalmologists in San Francisco, *Vora, et al.*, presented their findings and identified 140 patients (from a database of 1.3 million) who had taken an average of 5000 pills over a 15-year period. Of the 140 exposed patients, 91 agreed to an examination and of those, 22 patients showed clear evidence of this specific maculopathy, which authors associated with Elmiron exposure. This work has since been published in the journal, *Ophthalmology* in January 2020. Dr. Vora is reported to recommend ongoing screening for any patient on Elmiron and discontinuance with signs of toxicity.

34. *Greenlee, et al.* postulated that the mechanism of toxicity of Elmiron may relate to the antagonist properties of pentosyn polysulfate towards certain fibroblast growth factors which are assocaited with significant ocular side effects.

Product Monograph

35. Prior to 2019, the product monograph, as well as the label and prescribing information that accompanied Elmiron when prescribed to patients, contained no warnings related to risks of retinal toxicity, pigmentary maculopathy, or any other vision-related issues or effects.

36. On or about September 23, 2019, the product monograph was changed to include the following:

> **<u>Ophthalmologic</u>**
>
> Post-market cases of pigmentary maculopathy have been reported with chronic

> use of pentosan polysulfate sodium (PPS). Visual symptoms in these cases included difficulty reading and prolonged dark adaptation. All patients should have regular ophthalmic examinations for early detection of pigmentary maculopathy, particulary those with long-term use of PPS. If pigmentary maculopathy is confirmed, treatment discontinuation should be considered.
>
> …
>
> **Post-Marekt Adverse Drug Reactions**
>
> In post-market safety reports, adverse events of dyspnea, pruritus, urticaria and pigmentary maculopathy have been reported with ELMIRON® use. Because these reactions are reported voluntarily from a population of uncertain size, it is not always possible to reliably estimate their frequency or establish a causal relationship to drug exposure.

37. Despite reports and available information regarding the vision issues, including atypical maculopathy, associated with Elmiron use, the Defendants were negligent and failed to adequately or appropriately change the label or product monograph in a timely manner or take adequate or appropriate steps to warn the medical community and users of the drug regarding these effects on vision for patients taking Elmiron.

38. Further, the Defendants were negligent in the design of Elmiron and allowed their dangerous and defective Elmiron products to be used by the public, causing Injuries, Conditions, and Complications, despite reasonable alternative treatments for interstitial cystitis being available, including physical therapy, surgery, nerve stimulation, bladder

distention, and other medications (nonsteroidal anti-inflammatory drugs, tricyclic antidepressants, antihistamines).

THE PLAINTIFFS' EXPERIENCE

39. In or around February 2002, the Plaintiff, Lorean Pritchard, was prescribed and began taking Elmiron to treat her interstitial cystitis. Lorean Pritchard continued to be prescribed and ingest Elmiron through to July 2015.

40. Subsequently, the Plaintiff, Lorean Pritchard, began to experience concerning signs and symptoms related to her vision, including difficulty reading, floaters or spots in her vision, difficulty adapting to changes in lighting.

41. In May 2020, Lorean Pritchard, attended for specialised ocular care and was diagnosed with significant vision loss.

42. As a result of her use of the Defendants' Elmiron product, the Plaintiff, Lorean Pritchard, has suffered from severe physical and emotional injuries, including loss of vision in the form of macular degeneration understood to be related to Elmiron use. The Plaintiffs accordingly seek damages associated with these injuries.

43. As a result of her Elmiron related vision injuries, the Plaintiff, Lorean Pritchard, has been advised that she will require ongoing opthalmological care and treatment. She experiences ongoing issues and impairments with her vision that impact her activities of daily living.

44. Prior to and at the time when Lorean Pritchard was prescribed and ingested the Defendants' Elmiron product, she received no or inadequate warning about the risk of developing Injuries, Conditions, and Complications.

45. Had Lorean Pritchard been aware of the magnitude of risks of developing Injuries, Conditions, and Complications, she would never have agreed to being prescribed the Defendants' Elmiron Product. But for the Defendants' wrongful conduct, the Plaintiff would not have incurred injuries and impairments with resultant damages.

CAUSES OF ACTION

46. The Defendants at all material times owed a duty of care to the Plaintiffs to:

(a) ensure that their Elmiron products were fit for their intended and/or reasonably foreseeable use;

(b) conduct appropriate testing to determine whether and to what extent use of their Elmiron products posed serious health risks, including the magnitude of risk of developing Injuries, Conditions, and Complications;

(c) properly, adequately, and fairly warn the Plaintiff and physicians of the magnitude of the risk of developing Injuries, Conditions, and Complications with use of their Elmiron products compared to alternative treatments;

(d) ensure that physicians were kept fully and completely warned and informed regarding all risks associated with their Elmiron products;

(e) monitor, investigate, evaluate and follow up on adverse reactions to the use of their Elmiron products; and

(f) properly inform Health Canada and other regulatory agencies of all risks associated with their Elmiron products.

47. The Defendants negligently breached their duty of care.

48. The Plaintiffs state that their damages were caused by the negligence of the Defendants. Such negligence includes but is not limited to the following:

(a) the Defendants failed to ensure that their Elmiron products were not dangerous to recipients during the course of their use and that they were fit for their intended purpose and of merchantable quality;

(b) the Defendants failed to adequately test their Elmiron products in a manner that would fully disclose the magnitude of the risks associated with their use, including but not limited to Injuries, Conditions, and Complications;

(c) the Defendants failed to provide Health Canada complete and accurate information with respect to their Elmiron products as it became available;

(d) the Defendants failed to conduct any or any adequate follow-up studies on the efficacy and safety of their Elmiron products;

(e) the Defendants failed to conduct any or any adequate long-term studies of the risks of their Elmiron products;

(f) the Defendants failed to provide the Plaintiff, her physicians and Health Canada with proper, adequate, and/or fair warning of the risks associated with use of their Elmiron products, including but not limited to risk of Injuries, Conditions, and Complications;

(g) the Defendants failed to adequately monitor, evaluate and act upon reports of adverse reactions to their Elmiron products in Canada and elsewhere;

(h) the Defendants failed to provide any or any adequate updated and/or current information to the Plaintiff, physicians and/or Health Canada respecting the risks of their Elmiron products as such information became available from time to time;

(i) the Defendants failed to provide adequate warnings of the risks associated with their Elmiron products, including the risk of Injuries, Conditions, and Complications in all persons receiving their Elmiron products on the patient information pamphlets in Canada;

(j) the Defendants, after noticing problems with their Elmiron products, failed to issue adequate warnings, timely recall their Elmiron products, publicize the problems and otherwise act properly and in a timely manner to alert the public, including adequately warning the Plaintiff and their physicians of their Elmiron products' inherent dangers, including but not limited to the danger of Injuries, Conditions, and Complications;

(k) the Defendants failed to establish any adequate procedures to educate their sales representatives and physicians respecting the risks associated with their Elmiron products;

(l) the Defendants represented that their Elmiron products were safe and fit for their intended purpose and of merchantable quality when they knew or ought to have known that these representations were false;

(m) the Defendants misrepresented the state of research, opinion and medical literature pertaining to the purported benefits of their Elmiron products and their associated risks, including the risk of Injuries, Conditions, and Complications;

(n) the misrepresentations made by the Defendants were unreasonable in the face of the risks that were known or ought to have been known by the Defendants;

(o) the Defendants failed to timely cease the manufacture, marketing and/or distribution of their Elmiron products when they knew or ought to have known that their Elmiron products caused Injuries, Conditions, and Complications;

(p) the Defendants failed to conform with applicable disclosure and reporting requirements pursuant to the *Food and Drugs Act* and its associated regulations;

(q) the Defendants failed to properly supervise their employees, subsidiaries and affiliated corporations;

(r) the Defendants breached other duties of care to the Plaintiff and putative class members, details of which breaches are known only to the Defendants; and

(s) in all of the circumstances of this case, the Defendants applied callous and reckless disregard for the health and safety of the Plaintiff and putative class members.

49. The Defendants' Elmiron products were defective because they are unreasonably dangerous, beyond the dangers which could reasonably have been contemplated by the Plaintiff, putative class members, or their physicians. Any benefit from using the Defendants' Elmiron products was outweighed by the serious and undisclosed risks of their use when used as the Defendants intended. There are no individuals for whom the benefits of the Defendants' Elmiron products outweigh the risks, given that there are many alternative products and treatments that are at least as efficacious as the

Defendants' Elmiron products and carry far less and/or less serious risks than the Elmiron products.

50. The risks associated with use of the Defendants' Elmiron products, including Injuries, Conditions, and Complications in all persons receiving their Elmiron products, were in the exclusive knowledge and control of the Defendants. The extent of the risks were not known to, and could not have been known by, the Plaintiff. The Plaintiff's injuries would not have occurred but for the negligence of the Defendants in failing to ensure that their Elmiron products were safe for use or, in the alternative, for failing to provide an adequate warning of the risks associated with using their Elmiron products to the Plaintiff and putative class members, and to their physicians.

DAMAGES

51. The Plaintiffs and other putative class members' injuries and damages were caused by the negligence of the Defendants, their servants and agents.

52. As a result of the Defendants' negligence, the Plaintiffs have suffered and continue to experience serious personal injuries and harm with resultant pain and suffering.

53. The Plaintiff and other putative class members have suffered special damages for medical costs incurred in the screening, diagnosis, and treatment of Injuries, Conditions, and Complications related to use of the Defendants' Elmiron Products.

54. As a result of the conduct of the Defendants, the Plaintiff and other putative class members suffered and continue to suffer expenses and special damages, of a nature and amount to be particularized prior to trial.

55. Family members of the Plaintiff and putative class members have suffered and continue to suffer damages including loss of care, guidance, companionship and consortium, as well as financial expenses and special damages due to the wrongful conduct of the Defendants.

56. Some of the expenses related to the medical treatment that the Plaintiff and putative class members have undergone, and will continue to undergo, have been borne by the various provincial health insurers.

57. The Plaintiff claims punitive, aggravated and exemplary damages for the reckless and unlawful conduct of the Defendants.

SERVICE OUTSIDE OF ONTARIO

58. The Plaintiff pleads and relies on sections 17.02 (g) and (p) of the Rules of Civil Procedure, allowing for service *ex juris* of the foreign defendants. Specifically, this originating process may be served without court order outside Ontario in that the claim is:

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

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

June 19, 2020

SISKINDS LLP
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ONTARIO
SUPERIOR COURT OF JUSTICE

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STATEMENT OF CLAIM

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