

**ONTARIO  
SUPERIOR COURT OF JUSTICE**

BETWEEN:

**THE OTTAWA HOSPITAL**

Plaintiff

- and -

**GERARD (GERRY) DUBÉ, 1436937 ONTARIO INC. (o/a D.R.S  
CONSTRUCTION), LARRY ST. PIERRE, FEDERAL ELECTRIC (1976)  
LIMITED, GUY ADRIAN LAPIERRE, G.A.L. POWER SYSTEMS OTTAWA  
LTD., ROCH ST-LOUIS, PRO MANAGEMENT CONSTRUCTION INC.,  
OTTAWA DIAMOND CONSTRUCTION INC., FRANK J. MEDWENITSCH,  
and BROCK MARSHALL**

Defendants

AND BETWEEN:

**1436937 ONTARIO INC. (o/a D.R.S. CONSTRUCTION)**

Plaintiff by Counterclaim

- and -

**THE OTTAWA HOSPITAL and THE OTTAWA HEALTH SCIENCES  
CENTRE INC.**

Defendants by Counterclaim

**STATEMENT OF DEFENCE AND COUNTERCLAIM  
OF FRANK MEDWENITSCH**

1. The Defendant, Frank Medwenitsch (hereinafter "Mr. Medwenitsch"), admits the allegations contained in paragraphs 3, 4, 12, 13(b) and (c), 15 (insofar as general contractors, mechanical and electrical sub-contractors may be pre-qualified), 16, 18, 19, 20 and 31 (insofar as Stephanie Medwenitsch was employed by G.A.L. Power for the 2009 and 2010 summer period) of the Statement of Claim.

2. Mr. Medwenitsch, denies the allegations contained in paragraphs 13(a) (in that only two bids are generally requested for goods, services and construction under \$25,000), 14, 21, 23–30, 33, 36, 37, 38–42, 43, 44, 45–49, 50, 51, 52, 53, 54–60 and 63–67 of the Statement of Claim.
3. Mr. Medwenitsch has no knowledge in respect of the allegations contained in paragraph 5, 6, 7, 8, 9, 11 (except that the Hospital has a Code of Conduct), 22, 32, 34, 35 and 60–62 of the Statement of Claim.
4. Except where specifically indicated otherwise, Mr. Medwenitsch denies all other allegations contained in the Statement of Claim.
5. In particular, Mr. Medwenitsch denies any and all allegations of fraud, deceit, conspiracy, collusion, fraudulent misrepresentation, conversion, unjust enrichment, breach of contract and/or breach of fiduciary duty, and puts the Plaintiff to the strict proof thereof.
6. Mr. Medwenitsch, as an employee of the Hospital, is entitled to be fully indemnified by the Hospital for all of his costs associated with the Hospital's actions.

## **BACKGROUND**

### **Frank Medwenitsch**

7. Mr. Medwenitsch began working for the Civic Hospital in 1989 as an Electrical Coordinator in the Hospital's Planning Department. In or about 1999, Mr. Medwenitsch was promoted to the position of Director, Capital Projects. In his role as Director, Mr. Medwenitsch was responsible for functional programming, planning, design, construction implementation, equipment and all internal moves at the Hospital's three campuses: the Civic Campus, the Riverside Campus and the General Campus. Mr. Medwenitsch was also responsible for other Hospital assets, including the Cancer Centre at the Queensway-Carleton Hospital and the Ontario Breast Screening Program.

8. At all times, Mr. Medwenitsch acted within the scope of his employment and position. His conduct with respect to Hospital contracting was open, obvious, approved internally and reviewed and approved externally though the Hospital's audit process.

### **Staffing and Budgets**

9. At the time of the commencement of Mr. Medwenitsch's employment, the Civic Hospital's Planning Department had a staff complement of approximately nineteen (19) employees.
10. In 1998, the Riverside, Civic and General Hospitals amalgamated to form The Ottawa Hospital. A single Planning Department was created to manage construction projects on all three Hospital campuses. As a result, the Planning and Capital Projects Department became responsible for the maintenance or renovation of approximately 4.5 million square feet of space.
11. Although amalgamation greatly increased the Planning and Capital Projects Department's area of responsibility, budgetary restraints over a number of years meant that departmental staff were eventually reduced to only eleven (11) employees to oversee the entire operations of the amalgamated Ottawa Hospital.
12. The Planning and Capital Projects Department's annual budget varied annually, ranging between \$20,000,000.00 and \$100,000,000.00.
13. The budget for operations and development was set by members of Senior Management and then passed down to the Director of Engineering & Operations, Brock Marshall and the Director of Planning & Capital Projects, Mr. Medwenitsch. Once Senior Management agreed on the budget, it would be provided to the Resource Committee of the Board for approval, followed by the entirety of the Board of Directors.
14. Over the past several years, the Hospital carried out a significant number of planning and construction projects, while resources were drastically reduced

by senior management. It became increasingly difficult for the Planning and Capital Projects Department to execute the requisite number of projects, given budgetary restraints and reduced levels of staffing.

15. Throughout this time, the Hospital increasingly pressured staff to ensure that projects were completed within the time and budget set by senior management. Performance evaluations were principally based on whether project requirements were met on time and on budget.
16. In addition, towards the end of each fiscal year, the Hospital provided staff with a "surplus" of funds ear-marked for construction, in excess of what had previously been slated for completion as part of the Hospital's Capital Plan for that given year. These funds, at times in excess of one million dollars (\$1,000,000.00), had to be applied to construction projects and spent by March 31<sup>st</sup> of each calendar year, colloquially referred to as "March Madness."
17. The Hospital's practice of forwarding additional funds and demanding very short turnaround times for previously unplanned-for projects placed further stress and pressure on the staff.

### **Audit Procedures**

18. The Ottawa Hospital benefits from regular internal and external audits.
19. Internally, and in accordance with the Hospital's By-Laws and Policies, the Board of Governors' Audit Committee is responsible for ensuring an effective external financial auditing process, ensuring the credibility and objectivity of the Hospital's financial reports, reviewing the Hospital's audited annual financial statements and reviewing internal audit activities.
20. With respect to financial matters, the Resources Committee is responsible for studying and recommending to the Board of Governors a detailed annual operating budget and capital budget for the ensuing fiscal year, reviewing procedures relating to the control of the operational and capital expenditures of the Hospital, reviewing and evaluating long-range revenue and expenditure

projections, and studying the detailed financial statement of the Hospital at least once every 3 months.

21. Internal Hospital auditing procedures provide the Board of Governors' Resources and Audit Committees with full access to the activities of the Hospital, including its Planning and Capital Projects Department.
22. For its part, the Hospital's senior management is responsible for the preparation and presentation of consolidated financial statements in accordance with Canadian public sector accounting standards for government not-for-profit organizations.
23. Senior management is equally responsible for internal controls as it deems necessary to enable the preparation of consolidated financial statements that are free from material misstatement, whether due to fraud or error.
24. An independent auditor then plans and performs its audit to obtain assurance about whether the consolidated financial statements are free from material misstatement. In this regard, the Hospital's external, independent audits have been conducted for the past several years by the Ottawa firm of Deloitte LLP.
25. During every audit, staff were made available to and expected to respond to the auditors. All files, accounts receivable, accounts payable and invoices were made available to Deloitte LLP, who would access them throughout the audit.
26. Consolidated financial statements were audited by Deloitte LLP and presented to the Board of Directors of The Ottawa Hospital and the Ministry of Long-Term Care and Health of Ontario.
27. Any invoices, purchase orders and requests for proposal that were in the purview of the Planning and Capital Projects Department were plain and obvious. From time to time the auditors asked follow-up questions. Everything Mr. Medwenitsch did was recorded, reviewed, and approved.

28. Mr. Medwenitsch retained careful records throughout the time of his employment with the Hospital. There were no complaints about the thoroughness of his record-keeping. Accountants, senior management, and all staff members had full access to bank statements, computerized system files and filing cabinets.
29. At no time in over twenty-five (25) years of employment did an audit identify or raise any issues or concerns involving Mr. Medwenitsch or any portfolio under his responsibility.

### **ALLEGATIONS OF "KICKBACKS" ARE UNFOUNDED**

30. Mr. Medwenitsch denies the allegations that he ever received "kickbacks" in exchange for improper procurement advantages and/or favouritism.
31. At all times, Mr. Medwenitsch respected the Hospital's Purchasing Policy. In particular, Mr. Medwenitsch had no professional relationships with any vendors or third parties in the procurement process, which influenced or might have influenced the outcome of any procurement or business decisions.
32. Moreover, at no time did Mr. Medwenitsch receive any offerings, whether financial or operational, from any third party contractor or vendor, as part of a procurement process.

### **No Improper Procurement Advantages**

33. Contrary to the Plaintiff's allegations at paragraph 23 of the Statement of Claim, at no time did Mr. Medwenitsch provide any improper procurement advantage to any contractor having commercial dealings with the Hospital.
34. Contrary to the Plaintiff's allegations at paragraph 24 of the Statement of Claim, at no time did Mr. Medwenitsch allow any contractor to have influence over tenders at the Hospital.

35. At no time did Mr. Medwenitsch permit a contractor to manipulate the tender process.
36. No unduly restrictive terms were placed in tenders to limit qualified competitors. Construction work in the Hospital must adhere to stringent quality, health and safety standards and guidelines. For any given project, whenever possible, two to three vendors were identified by outside consultants as having the skills, knowledge and ability to meet the criteria established for the project in question.
37. The Hospital has in many cases, however, determined a need for sole-sourced goods or services, such as was the case with nurse call systems, pneumatic tube systems, automated building controls, fire alarms and emergency generators, among others. Mr. Medwenitsch had no control and/or influence over the Hospital's decision to sole-source these goods or services.
38. Contrary to the allegations at paragraph 25, at no time did Mr. Medwenitsch knowingly allow or approve improper invoices for work not performed, partially performed or not yet complete.
39. Mr. Medwenitsch believes, however, that during "March Madness," it was not uncommon for contractors to have invoices paid by the Hospital's Finance Department prior to work being completed so as to get the funds "off the books." Such payments were known and approved by members of senior management, including Cameron Love. Work on "March Madness" projects could continue for months after March 31<sup>st</sup>. Mr. Medwenitsch was not involved in the approval or payment of such invoices.

#### **No Vendor "Kickbacks"**

40. Contrary to paragraphs 28 and 29 of the Statement of Claim, no gifts, trips and/or payments were offered to Mr. Medwenitsch as "kickbacks," nor were any received by him. Furthermore, Mr. Medwenitsch denies that any of the

allegations set out at paragraph 29 of the Statement of Claim constitute kickbacks, and puts the Plaintiff to the strict proof thereof.

### **Employment of Family**

41. Throughout Mr. Medwenitsch's employment, friends and family were an accepted and encouraged part of the Hospital's temporary short-term and/or summer help.
42. By way of example, through the years, Dr. Jack Kitts, president and CEO of the Ottawa Hospital, employed his daughter to provide temporary help to the Hospital during the summers. Similarly, Brock Marshall's son and daughter were employed by the Hospital over a number of summers. Mr. Medwenitsch believes that other staff had friends and relatives help out as short-terms summer employees.
43. Mr. Medwenitsch's daughters both worked for contractors as short-term employees. These employment relationships were fair and open.
44. Mr. Medwenitsch states that the use of quotations at paragraph 31 of the Statement of Claim to describe Stephanie Medwenitsch's position as a Client Appreciation Representative is inflammatory, and an improper attempt to leave the Court with an inference that Stephanie Medwenitsch's employment was contrived, which is denied.

### **Renovation Work**

45. Contrary to paragraph 33 of the Statement of Claim, no kickbacks involving renovation work took place at Mr. Medwenitsch's home or cottage.
46. In or around May of 2015, Mr. Medwenitsch engaged the services of Pro Management Construction Inc. to perform renovation work at his home, involving window replacement, the installation of a new deck and the installation of river stone. Mr. Medwenitsch was charged for these services



and paid fair market value for the work performed. None of the other corporate defendants, or any other pre-qualified contractor having dealings with the Plaintiff, ever performed work at Mr. Medwenitsch's home.

47. At no time was any renovation work performed at Mr. Medwenitsch's cottage by any of the corporate defendants or any other pre-qualified contractor having business dealings with the Plaintiff.

### **Tickets to Sporting Events**

48. At no time were any tickets to sporting events offered to Mr. Medwenitsch as "kickbacks," nor were any received by him.
49. Over the course of Mr. Medwenitsch's employment with the Hospital, tickets to sporting events, such as hockey games, were commonly provided by vendors, consultants and contractors. This was a common practice throughout the organization and a widely accepted part of the Hospital's corporate culture. Mr. Medwenitsch's exemplary work record was in no way affected by his attendance at such sporting events.
50. In or around 2014, Mr. Medwenitsch was advised that the Hospital had amended its Gift Policy respecting tickets to sporting events, and that it no longer encouraged its employees to accept such tickets. As a result, Mr. Medwenitsch no longer accepted any tickets to sporting events offered by vendors, consultants and/or contractors.

### **No Improper Procurement Advantages**

51. Mr. Medwenitsch denies the Plaintiff's allegations at paragraphs 38 to 40 of the Statement of Claim that he provided any improper procurement advantages and/or other benefits to contractors, and puts the Plaintiff to the strict proof thereof.

52. Contrary to the Plaintiff's allegations at paragraph 41 of the Statement of Claim, Mr. Medwenitsch denies having improperly sole-sourced work and/or conspired to circumvent the Hospital's Tendering Policy, and puts the Plaintiff to the strict proof thereof.
53. In or about November of 2014, Mr. Medwenitsch directed an employee in the Planning and Capital Projects department, Ms. Carol Predmore, to issue a competitive tender for minor renovation work, including painting and flooring. At all times, it was understood that the scope of such minor renovation work could not be established with any certainty, given that ongoing maintenance at the Hospital's three Campuses would be required. In such circumstances, it was common practice at the Hospital to issue tenders based on unit rates up to \$15,000.00.
54. Bids were publicly solicited in accordance with the Hospital's policies, and DRS Construction was awarded the contract, given that it was the lowest bidder.
55. In accordance with Hospital practice, when the initial purchase order was exhausted, the contract with DRS Construction was extended on the same terms and unit rates as established in the original contract.
56. In or about May of 2015, DRS Construction agreed to extend its contract for a term of three years, on the same terms and at the same unit rates. Mr. Medwenitsch sought guidance from the Hospital's Purchasing Department, who approved the term extension. Mr. Medwenitsch was not involved in the decision-making, and denies that any improper sole-sourcing of work took place.
57. Mr. Medwenitsch denies the allegations at paragraph 41(b) of the Statement of Claim that he "ensured" that G.A.L. Power was used as the sole-source for the Hospital's generators and/or denies any knowledge that G.A.L. Power charged inflated prices.

58. In fact, it was the Engineering and Operations Department, and not the Planning and Capital Projects Department, which identified the need for sole-sourcing and subsequently entered into a long-term maintenance contract with G.A.L. Power for the supply and maintenance of generators.
59. In any event, it is Mr. Medwenitsch's belief that sole-sourcing in such circumstances is widely in keeping with the Hospital's practices and has been undertaken by other Hospital Departments in the case of nurse call systems, pneumatic tube systems, automated building controls and fire alarms, among others.

### **No Improper Influence Over Pricing**

60. Mr. Medwenitsch denies the allegations set out at paragraphs 42 and 43 that he conspired to inflate the amount of work provided to contractors and/or the price charged to the Hospital for that work, and puts the Plaintiff to the strict proof thereof. At all times, Mr. Medwenitsch acted in the best interests of the Hospital.
61. In addition, the example set out at paragraph 42(b) of the Statement of Claim in no way supports the Plaintiff's allegations of inflated work and/or manipulated pricing. On the contrary, documents provided by the Plaintiff clearly demonstrate that the scope of the work set out in Federal Electric's final quote included additional tasks to be undertaken by Federal Electric as part of the work required to be completed. Given that the scope of the work had changed, it was reasonable and proper for the final quote to differ from the original estimate.

### **DRS Invoices**

62. Mr. Medwenitsch denies having conspired and/or colluded with anyone to directly or indirectly extort the Defendant Brock Marshall, and puts the Plaintiff to the strict proof thereof.

63. In or about November of 2014, responsibility for the “Minor Renovations and Mechanical/Electrical Infrastructure” portfolio was reassigned from the Engineering and Operations Department to the Planning and Capital Projects Department.
64. Following this reassignment, Mr. Medwenitsch was approached by the Defendant Gerry Dubé, who advised Mr. Medwenitsch of unpaid outstanding invoices for work performed for the Hospital, under the umbrella of “minor renovation” work, dating back to 2011. Mr. Medwenitsch explained to Mr. Dubé that he could not approve the invoices, given that he had not contracted the work in question.
65. On or about December 18, 2014, Mr. Medwenitsch advised the Defendant Brock Marshall, who at the time was the Director of Engineering and Operations, that any outstanding invoices would have to be reviewed with Marshall, Joanne Read, Vice-President of Planning and Support Services, and Cameron Love.
66. Given the relentless pressure from the Hospital to maintain positive budget figures, Mr. Medwenitsch expressed his concerns at inheriting a new portfolio with a significant negative balance. Mr. Medwenitsch denies that the allegations contained at paragraphs 49 and 50 of the Statement of Claim amount to, or in any way relate to, extortion.
67. In or about June of 2015, Mr. Medwenitsch facilitated a meeting between the Defendant Brock Marshall, Fred Kendall, Bill Wright, Gerry Dubé and Roger Charette, the site foreman for DRS Construction. The parties reviewed each of the outstanding invoices, and staff of the Engineering and Operations Department acknowledged that the work in question had, in fact, largely been performed. With respect to any work which remained in question, the parties agreed to walk through the Civic Campus to confirm whether the work had, indeed, been completed. Mr. Medwenitsch did not take part in the site tour.
68. Several weeks later, Mr. Medwenitsch was once again approached by Mr. Dubé in respect of the unpaid invoices. He advised Joanne Read and

Cameron Love of the outstanding invoices, his concern to have inherited a budget with a significant deficit because of unpaid invoices, and the efforts undertaken to date to resolve the issue.

69. As a result, a meeting was held between Joanne Read, Gerry Dubé and Mr. Medwenitsch to review, once again, the outstanding invoices. Cameron Love did not attend the meeting. Ms. Read advised Mr. Medwenitsch that Cameron Love had requested to be removed from any discussions surrounding the outstanding invoices because he was “too close” to DRS Construction.
70. Mr. Medwenitsch left the meeting early, but was later advised that an agreement had been reached between Joanne Read and Gerry Dubé. Mr. Medwenitsch was not consulted with respect to the agreement reached, nor did he have any further involvement with the matter.

#### **DRS Request for Proposal**

71. Mr. Medwenitsch denies the allegations set out at paragraph 51 of the Statement of Claim, and puts the Plaintiff to the strict proof thereof. At no time did Mr. Medwenitsch instruct Eileen Wilson to prepare and/or submit a response to a request for proposal on behalf of DRS Construction.
72. However, to the best of Mr. Medwenitsch’s knowledge, Ms. Wilson did provide drafting services for DRS Construction on an independent contractor basis.

#### **Suspension and Termination of Employment**

73. Mr. Medwenitsch denies the allegations set out at paragraph 52 of the Statement of Claim and puts the Plaintiff to the strict proof thereof.
74. On or about August 18, 2015, and without prior notice, Mr. Medwenitsch was summoned to attend a meeting with Cameron Love. Mr. Love immediately left Mr. Medwenitsch to be questioned by two investigators. At no time was

Mr. Medwenitsch advised that the Hospital was investigating allegations of wrongdoing by him, nor was he informed of the nature of such allegations.

75. Mr. Medwenitsch was questioned about his department's procurement practices, and additionally questioned about a recent trip he had taken with five other individuals, two of whom are employed by the Defendants Federal Electric and G.A.L. Power.
76. Mr. Medwenitsch was shocked at the investigators' accusation that the cost of his trip had been paid for in full by the contractors in question. Mr. Medwenitsch acknowledged that the trip had, indeed, taken place. Contrary to the allegations at paragraph 52(a) of the Statement of Claim, Mr. Medwenitsch offered to provide evidence of his expenditures in the form of receipts and bank statements, which was never followed up by the Hospital and/or its investigators.
77. Contrary to the allegations at paragraph 52(c) of the Statement of Claim, Mr. Medwenitsch admitted that renovation work had been undertaken at his home, as set out at paragraph 46 above, and advised that no renovation work was performed at his cottage by any pre-qualified contractor having business dealings with the Plaintiff.
78. Contrary to the allegations at paragraph 52(d) of the Statement of Claim, Mr. Medwenitsch advised that no inflated purchase order or invoice was supplied to the Hospital, or approved by Mr. Medwenitsch, to help cover the cost of his daughter's employment.
79. Contrary to the allegations at paragraph 52(f) of the Statement of Claim, at no time did Mr. Medwenitsch admit that costs were misallocated between Hospital projects and/or that he instructed contractors to misallocate costs to other accounts.
80. On the contrary, the occasional allocation of costs between projects was common practice at the Hospital, and was fully disclosed, authorised and approved by the Hospital's senior management, including Cameron Love and

Joanne Read. To ensure an overall budget balance, funds could be transferred from a project with a surplus, to offset a project that was expected to go over budget. Regular meetings were held with the Finance Department and members of senior management, such as Cameron Love and Joanne Read, where funds were routinely "moved" between projects in an attempt to globally balance the budget. Any such allocation of funds was well known to the Hospital, was recorded, and was done for the benefit of the Hospital.

81. At the conclusion of the investigative meeting, Mr. Medwenitsch was immediately met by a Human Resources official, who presented him with an already-prepared letter of suspension placing him on administrative leave for a period of no greater than thirty (30) days. Mr. Medwenitsch was then escorted from the Hospital by members of Security.
82. On or about September 15, 2015, Mr. Medwenitsch's suspension was extended, purportedly by an additional thirty (30) days.
83. Given the stress and poor handling of the investigation by the Plaintiff, Mr. Medwenitsch attempted to retire from his employment on or about October 5, 2016. The Hospital's counsel at that time accepted Mr. Medwenitsch's letter of retirement, but immediately took the position that he had, in fact, been terminated for just cause.
84. The Hospital later insisted on issuing a Record of Employment indicating that Mr. Medwenitsch had been terminated.

### **Damages**

85. Mr. Medwenitsch denies that the Hospital has suffered any damages as alleged or at all, and puts the Hospital to the strict proof thereof. In the event and to the extent that the Hospital may be found to have suffered any loss or damages, its claims as against Mr. Medwenitsch are excessive and remote, and in any case the Hospital alone is the author of its own misfortune, if any.

86. At all material times, the Hospital had a senior management team, an Executive Vice-President and Chief Operating Officer, as well as a Board of Directors and Audit Committee review Mr. Medwenitsch's conduct, and outside accountants performing a full audit on an annual basis. None of them gave any direction at all to change or adjust the process which Mr. Medwenitsch or others within the Planning and Capital Projects Department followed.
87. On the contrary, the Hospital's senior managers including, but not limited to, Cameron Love, regularly failed to respect directives and/or guidelines established by Ontario's Ministry of Health and Long-Term Care ("Ministry") in matters of procurement.
88. In cases where construction projects were approved through Ministry guidelines, Cameron Love at times directed Hospital staff to allocate the cost of other projects onto the Ministry-funded project in question, without the Ministry's knowledge or consent.
89. In the event and to the extent that there is found to be anything inappropriate in Mr. Medwenitsch's conduct, which is not admitted but expressly denied, the Hospital condoned Mr. Medwenitsch's conduct by failing to give him any direction to change, adjust or modify his conduct, despite having full knowledge of how he conducted himself in connection with the affairs of the Hospital. Accordingly, the Plaintiff has waived any complaint or has otherwise acquiesced in any such alleged conduct, and is estopped from making this Claim.
90. Mr. Medwenitsch pleads and relies upon the *Corporations Act*, R.S.O. 1990, c-38, the *Business Corporations Act*, R.S.O. 1990, C-B16, and the *Negligence Act*, R.S.O. 1990 c-N-8.
91. Mr. Medwenitsch states that the Claim against him ought to be dismissed with costs, having regard to the nature of the Statement of Claim, on a full indemnity basis.




101. Mr. Medwenitsch has suffered and continues to suffer damages as a result, for which the Defendant by Counterclaim is liable.

**Full indemnification**

102. All of Mr. Medwenitsch's activities while employed at the Hospital were transparent, recorded, reviewed and approved.
103. Experienced reputable accountants conducted an audit each and every year. The accountants advised the Hospital pursuant to their review. The Hospital's officers and directors met with the accountants and amongst themselves to review and discuss matters pertaining to financial oversight and management, and pertaining to Mr. Medwenitsch. Those records, including letters, reports, minutes, notes, correspondence and emails are in the possession of the Hospital and its auditors Deloitte LLP.
104. Mr. Medwenitsch pleads and relies upon the *Negligence Act*, R.S.O. 1990 c-N1.

May 24, 2016

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