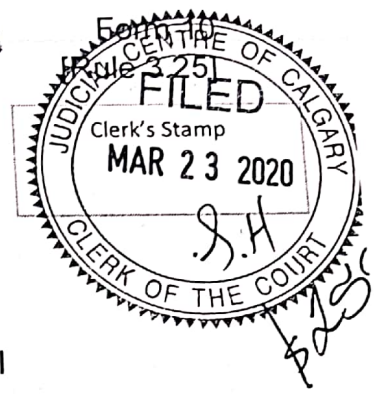


MAR 24 2020



COURT FILE NUMBER

2001-04633

COURT

QUEEN'S BENCH OF ALBERTA

JUDICIAL CENTRE

CALGARY

PLAINTIFF(S)

RYAN ALEXANDER STRASCHNITZKI

DEFENDANT(S)

JASKIRAT SINGH SIDHU, ADESH DEOL TRUCKING LTD., ANSWER TRAILER RENTALS & LEASING LTD., JOHN DOE, Administrator Ad Litem of GLEN DOERKSEN, deceased, CHARLIE'S CHARTERS LTD., MOTOR COACH INDUSTRIES LIMITED, HER MAJESTY THE QUEEN IN RIGHT OF ALBERTA, THE GOVERNMENT OF SASKATCHEWAN, PREMIER HORTICULTURE LTEE/PREMIER HORTICULTURE LTD. and ABC COMPANY LTD.

DOCUMENT

STATEMENT OF CLAIM

3/23/20 9:10:28 AM  
DOCUMENT #: 2001-04633  
COMMENCEMENT FEES \$250.00  
TOTAL \$250.00  
CHECK \$250.00  
Trans: 410551  
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ADDRESS FOR SERVICE AND CONTACT INFORMATION OF PARTY FILING THIS DOCUMENT

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**NOTICE TO DEFENDANTS**

You are being sued. You are a defendant.

Go to the end of this document to see what you can do and when you must do it.

**Statement of facts relied on:**

**THE PARTIES:**

1. The Plaintiff, Ryan Alexander Straschnitzki (hereinafter referred to as "the said Plaintiff") currently resides in the City of Airdrie, in the Province of Alberta.
2. The Defendant, Adesh Deol Trucking Ltd. (hereinafter referred to as "the said Trucking Company"), is a body corporate, duly incorporated pursuant to the laws of the Province of Alberta, and has its registered office in the City of Calgary, in the Province of Alberta, and was the owner of a 2001 Peterbilt Conventional (hereinafter referred to as "the said Peterbilt") licensed for Alberta as No. E57560, and was responsible for the maintenance and roadworthiness of the said Peterbilt.
3. The Defendant, Jaskirat Singh Sidhu (hereinafter referred to as "Mr. Sidhu"), at all material times hereto, resides in the City of Calgary, in the Province of Alberta, and was the operator and driver of the said Peterbilt and acquired possession of it with the consent, expressed or implied, of the owner of same and was an agent and/or servant, operating the said Peterbilt in the course of his employment and within the scope of his duties.
4. The Defendant, Answer Trailer Rentals & Leasing Ltd. (hereinafter referred to as "the said Leasing Company"), is a body corporate, duly incorporated pursuant to the laws of the Province of Alberta, and has its registered office in the City of Calgary, in the Province of Alberta, and was the registered owner of 2018 Lode-King Lead and a 2018 Lode-King Pup (hereinafter referred to as "the said Trailers"), and was responsible for the maintenance and roadworthiness of the said Trailers.
5. The said Peterbilt and the said Trailers are hereinafter referred to as "the said B-Train".
6. The Defendant, Charlie's Charters Ltd. (hereinafter referred to as "the said Bus Company"), is a body corporate, duly incorporated pursuant to the laws of the Province of Saskatchewan, and has its registered office in the City of Tisdale, in the Province of Saskatchewan, and was the owner of the white 2000 102-EL3 Series E4500 (hereinafter referred to as "the said Bus") that transported the Humboldt Broncos Saskatchewan Junior Hockey Team including hockey players, therapists, radio analysts, coaches, managers and staff (hereinafter referred to as "the said Humboldt Broncos").
7. The Defendant, John Doe, Administrator Ad Litem of the Estate of Glen Doerksen, deceased, at all material times hereto, resided the Town of Carrot River, in the Province of Saskatchewan.
8. The deceased, Glen Doerksen, (hereinafter referred to as "Mr. Doerksen"), at all material times hereto, resided in the Town of Carrot River, in the Province of Saskatchewan, and was the operator and driver of the said 2000 102-EL3 Series



E4500 and acquired possession of it with the consent, expressed or implied, of the owner of same was an agent and/or servant, operating the said 2000 102-EL3 Series E4500 in the course of his employment and within the scope of his duties.

9. The Defendant, Motor Coach Industries Ltd. (hereinafter referred to as "the said Bus Manufacturer"), is a body corporate, duly incorporated pursuant to the laws of the Province of Manitoba, and has its registered office in the City of Winnipeg, in the Province of Manitoba, and was the designer and manufacturer of the said Bus that transported the said Humboldt Broncos, including hockey players, therapists, coaches, managers and staff, on April 6, 2018.
10. The Defendant, Her Majesty the Queen in Right of Alberta (hereinafter referred to as "Alberta Transportation"), is named as a Defendant pursuant to the ***Proceedings Against the Crown Act*** RSA 2000, CP. 25 and at all material times was responsible for the regulation and enforcement of extra provincial carriers registered in Alberta.
11. The Defendant, The Government of Saskatchewan, is named as a Defendant pursuant to the ***Proceedings Against the Crown Act*** R.S.S. 2019, Chapter P-27.01 and at all material times was responsible for the maintenance and design of the highways in the Province of Saskatchewan.
12. The Defendant, Premier Horticulture Ltee/Premier Horticulture Ltd. (hereinafter referred to as "the said Peat Moss Manufacturer"), is a body corporate, duly incorporated pursuant to the laws of the Province of Quebec, and has its registered office in the City of Riviere-Du-Loup in the Province of Quebec, and was responsible for the manufacturing of the Premier Sphagnum Peat Moss transported on the said B-train.
13. The Defendant, ABC Company Ltd. (hereinafter referred to as "the said ABC Company"), whose name is currently unknown to the said Plaintiff, was responsible for the shipment of the Premier Sphagnum Peat Moss on the said B-train.

#### **GENERAL FACTS:**

14. On or about the 6<sup>th</sup> day of April, 2018, at or about 16:30 o'clock (4:30 pm) the said Humboldt Broncos were travelling northbound on Highway 35 approaching the intersection at or near Highway 335 near the Community of Armley, in the Province of Saskatchewan. At that same time and place, the said Peterbilt was travelling westbound on Highway 335 and blocked the path of the said Bus who was exceeding the posted speed limit, thereby causing catastrophic injuries, damages and loss to the Plaintiff, Ryan Alexander Straschnitzki and his entire team.

**FACTS SPECIFIC TO RYAN STRASCHNITZKI:**

15. The said Plaintiff was a player on the Humboldt Broncos hockey team.
16. The said Humboldt Broncos boarded the said Bus in Humboldt, Saskatchewan on April 6, 2018 and were en-route to Nipawin, Saskatchewan for Game 5 of a playoff between the Broncos and Nipawin Hawks.
17. The said Plaintiff was a passenger in the said Bus.
18. The said Plaintiff was ejected from the said Bus as a result of the said Bus colliding with the said B-train.
19. As a result of the said accident the said Plaintiff sustained personal injuries, particulars of which are as follows:
20. As a result of the said accident, the said Plaintiff:
  - a. Suffered a loss consciousness at the scene of the accident;
  - b. Was rushed to the Royal University Hospital in Saskatoon, Saskatchewan by STARS, where he was in ICU until April 14, 2018 following a C7-T6 posterior instrumentation and fusion and T1-T4 laminectomy, T2-T3 discectomy;
  - c. Has been rendered paralyzed from the upper thoracic spine to his lower extremities;
  - d. Suffers from severe headaches/migraines;
  - e. Suffers from cognitive difficulties including short term memory difficulties and a lack of focus, organization and concentration;
  - f. Suffered and continues to suffer from severe driving anxiety;
  - g. Suffers from visual changes;
  - h. Suffers from noise and light sensitivity;
  - i. Suffers from frustration, irritability, anger and depression;
  - j. Suffers from severe emotions and unreasonable reaction to stimuli/high strung;
  - k. Suffers from insomnia and nightmares;
  - l. Suffers from extreme fatigue;
  - m. Required X-Rays, CT Scans and MRIs;



- n. Requires the use of anti-inflammatories, antibiotics and prescription pain medications, anti-depressants and anti-anxiety medications;
- o. It is anticipated that he will require further surgery;
- p. Is unable to engage in many daily activities;
- q. Required nursing/attendant care, homemaking and housekeeping services;
- r. Will suffer a prospective loss of income and earning capacity in an undetermined amount;
- s. Will require retraining into a sedentary occupation;
- t. Is currently unemployable and will be forced to retire earlier than expected;
- u. Will incur a future cost of care expense in an undetermined amount; and
- v. Anticipates further medical complications and trouble in the years to come.

**FACTS SPECIFIC TO JASKIRAT SINGH SIDHU:**

- 21. Mr. Sidhu was the employee of Adesh Deol Trucking Ltd., the said Trucking Company.
- 22. Mr. Sidhu completed an application for a Class 1 commercial vehicle operator with the said Trucking Company, which was subsequently issued in the Province of Alberta.
- 23. Mr. Sidhu was hired and was a new employee of the said Trucking Company.
- 24. Duplicate log books were kept by Mr. Sidhu and the said Trucking Company.
- 25. Mr. Sidhu was convicted pursuant to the Criminal Code of Canada with 16 counts of Dangerous Driving Causing Death, and 13 counts of Dangerous Driving Causing Injury.

**ALLEGATIONS AGAINST JASKIRAT SINGH SIDHU:**

- 26. The Defendant, Mr. Sidhu, owed a duty of care to the Plaintiff to operate and drive the said B-Train exercising all reasonable care and skill to avoid doing, or not doing, any act which he could reasonably foresee would cause an accident and injury to the Plaintiff, and failed to do so including:
  - a. Failing to stop for a posted stop sign thereby driving the said B-Train directly into the path of the oncoming northbound bus driven by Mr. Doerksen;
  - b. Operating the said B-Train when he was impaired by fatigue to such an extent that he could not safely leave the said Peat Moss Manufacturer;

- c. Driving the said Peterbilt at an excessive and dangerous rate of speed, having regard to all the circumstances of the case, including the nature, condition and use of the road and the amount of traffic which was then or might reasonably have been expected to be on the said roadway;
- d. Driving in a distracted manner;
- e. Driving without keeping a proper or any lookout;
- f. Failing to swerve or take any evasive action in order to avoid the said Bus, although there was ample time and opportunity to do so;
- g. Failing to sound the horn on the said Peterbilt or otherwise warn other road users;
- h. Driving the said Peterbilt which was not equipped with proper brakes or alternatively, if the said Peterbilt was equipped with proper brakes, failing to apply the brakes at all or at a time so as to prevent the said Peterbilt from striking the said Bus;
- i. Operating the said B-Train when he knew or ought to have known he was not sufficiently knowledgeable or skilled to operate the said B-Train safely;
- j. Allowing himself to become distracted from the safe operation of the heavily loaded B-Train, which was carrying an unsecured load and whose tarpaulins came loose, which he or the Peat Moss Manufacturer improperly installed and which he unsuccessfully had attempted to reinstall en-route to the collision intersection;
- k. Failing to see or comprehend the signage along Highway 335 indicating that there was an intersection ahead with a stop sign;
- l. Failing to comprehend rumble strips as he approached the accident intersection;
- m. Failing to have the said Peterbilt under any or proper control;
- n. Failing to keep the said Peterbilt in good mechanical condition;
- o. Driving the said Peterbilt while under the influence of alcohol or a drug;
- p. Operating the said Peterbilt while in poor health and fatigued; and
- q. Such further and other particulars as may be proven at trial.



**FACTS SPECIFIC TO ADESH DEOL TRUCKING LTD.:**

27. Adesh Deol Trucking Ltd., the said Trucking Company, was incorporated on April 28, 2014, and subsequently applied for and obtained an unaudited temporary Safety Fitness Certificate (SFC) from the Registrar of the Province of Alberta on November 3, 2017.
28. The said Peterbilt was registered to the said Trucking Company that was involved in the collision.
29. The said Trucking Company was operating under both Provincial and Federal requirements for carriers.
30. The said B-train unit was governed at a speed of 104 km/hr.

**ALLEGATIONS AGAINST ADESH DEOL TRUCKING LTD.:**

31. The Defendant, Adesh Deol Trucking Ltd., owed a duty of care to the Plaintiff to train and direct Mr. Sidhu on how to properly operate and drive the said Peterbilt exercising all reasonable care and skill to avoid doing, or not doing, any act which a reasonable and prudent B-Train driver could reasonably foresee that would prevent an accident and injury to the Plaintiff including:
  - a. Failing to adhere to the regulatory requirements of the temporary unaudited SFC it was operating under;
  - b. Failing to prepare a proper safety program pursuant to the requirements of the temporary SFC, and/or, failed to prepare a safety plan that addressed:
    - i. Speed limits, seat-belt use, drug and alcohol use, defensive driving, load security, and fueling;
    - ii. Proper records and recording of information including, as required, bills of lading, manifests, dangerous goods documents, time records, drivers' daily logs and weigh slips;
    - iii. Policies that drivers are expected to comply with the law, and policy and procedures related to driver training, responsibilities, conduct and discipline;
    - iv. Instructions for the use of safety equipment, including, as required, the use of flags and flares, fire extinguishers, goggles, and hard hats;
    - v. Training for employees about safety laws and their application and an ongoing program for evaluating their driving skills;
    - vi. Retention of complete records for each driver (see section below); and

- vii. Policies for ensuring that drivers are properly qualified for the type of vehicle they operate.
- c. Failing to follow the written safety plan prepared as a requirement of its SFC with respect to load security and training of its drivers for load security;
- d. Failing to follow the written safety plan prepared as a requirement of its SFC with respect to keeping accurate and true records of information including drivers' hours of service, bills of lading, time records, and driver training, all as required by any safety plan;
- e. Failing to generate, obtain or maintain the documentation required of holders of Safety Fitness Certificates in the Province of Alberta and as inter-provincially required;
- f. Failing to adhere to the Hours of Services (HOS) requirements to keep only one log book per driver per unit and the said Trucking Company used this failure to deceptively record into its drivers' files that its driver or drivers were actually provided two weeks of on-road training by the said Trucking Company;
- g. Failing to become knowledgeable as to the laws that the said Trucking Company was required to comply with in order to operate a transportation company registered in Alberta and allowed to operate in all the Provinces of Canada;
- h. The said Trucking Company directed Mr. Sidhu to operate the B-train, with a potential gross vehicle weight of 63,500 kgs and a load that required Mr. Sidhu to know how to safely and securely install tarpaulins when the said Trucking Company knew or ought to have known that Mr. Sidhu's level of knowledge and skill was inadequate to safely accomplish that directive;
- i. Failing to train its drivers when it knew or ought to have known that their level of training and knowledge of commercial vehicle operations fell below what was required to secure the loads that those types of vehicle typically transport and to operate those types of vehicle according to the laws of the jurisdictions in which the driver was asked to operate; and
- j. Failing to comply with the regulatory requirements of its SFC on an ongoing basis.

**FACTS SPECIFIC TO ANSWER TRAILER RENTALS & LEASING LTD.:**

- 32. Answer Trailer Rentals & Leasing Ltd., the said Leasing Company, leased the said B-train to the said Trucking Company.
- 33. The said Leasing Company leased the said B-train to the said Trucking Company knowing that it would be pulled by the said Peterbilt.



**ALLEGATIONS SPECIFIC TO ANSWER TRAILER RENTAL & LEASING LTD.:**

34. The said Leasing Company leased the said Trailers to the said Trucking Company and are vicariously liable for any negligence including leasing the said Trailers knowing that:
  - a. The operators employed by the said Trucking Company were inexperienced;
  - b. The said Trucking Company had an inadequate SFC or failed to review the same;
  - c. The said Trucking Company would use the same in a B-train configuration with inexperienced operators; and
  - d. They were leasing trailers that were not properly maintained or in road worthy condition.

**FACTS SPECIFIC TO THE ESTATE OF GLEN DOERKSEN, DECEASED:**

35. Mr. Doerksen was licensed to operate the said Bus for Charlie's Charters Ltd., the said Bus Company.
36. Mr. Doerksen was driving the Bus from Humboldt, Saskatchewan to Nipawin, Saskatchewan.
37. Mr. Doerksen was familiar with the highway upon which he was transporting the Humboldt Broncos hockey team personnel and knew that he was approaching a major intersection at which there had been numerous fatal collisions in the past.
38. The approaching B-train was visible to Mr. Doerksen prior to the said bus reaching the intersection.
39. Mr. Doerksen was driving the said Bus in excess of the posted speed limit of 100 km/hr.

**ALLEGATIONS AGAINST THE ESTATE OF GLEN DOERKSEN, THE DECEASED:**

40. The Defendant, Mr. Doerksen, owed a duty of care to the Plaintiff to operate the said Bus exercising all reasonable care and skill to avoid doing, or not doing, any act which a reasonable and prudent bus driver could reasonably foresee that would prevent an accident and injury to the Plaintiff including:
  - a. Operating the said Bus at speeds in excess of the posted limits to a maximum of at least 119km/hr. and formed this practice contrary to the duty of care owed by a professional driver;

- b. Failing to reduce the speed of the said Bus knowing he was approaching a dangerous intersection even though he was aware or ought to have been aware of the increased hazard presented by the sight-restricted intersection and its dangerous history;
- c. Failing to slow down to allow himself an adequate safety margin to determine that the approaching B-train would be able to stop;
- d. Failing to slow down the said bus when he first detected the approaching B-train and that failure made a collision unavoidable; and
- e. Failing to apply the brakes on the said bus prior to entering the intersection which provided a sufficient response to the hazard.

**FACTS SPECIFIC TO CHARLIE'S CHARTERS LTD.:**

- 41. Charlie's Charters Ltd., the said Bus Company, registered the bus and obtained an SFC.
- 42. The said Bus Company was regulated by the Government of Saskatchewan as a Federal passenger carrier.
- 43. The said Bus Company set the maximum speed on the said bus at 119 km/hr.

**ALLEGATIONS AGAINST CHARLIE'S CHARTERS LTD.:**

- 44. The Defendant, Charlie's Charters Ltd., owed a duty of care to the Plaintiff to ensure that the said Bus was operating all reasonable care and skill to avoid doing, or not doing, any act which could reasonably foresee to prevent an accident and injury to the Plaintiff including:
  - a. Failing to monitor its vehicle operators to detect and correct their unsafe practice of exceeding the posted speed limit on the Highways in contravention of the **Traffic Safety Act** RSS 2006, ch. T-18.1 in the jurisdictions in which they drove;
  - b. Failing to ensure its drivers operated the said bus within the posted speed limit when it knew or ought to have known that its bus drivers were in the habit of traveling at speeds in excess of the posted speed limit as a matter of habit and did not take steps to correct them;
  - c. Failing to maintain the brakes on its commercial vehicles adequately or to the level required for those vehicles to stop safely when required;
  - d. Allowing its commercial vehicles to have the capability to exceed the posted speed limit by setting the said bus governed at 119 km/hr.;



- e. Failing to train its bus operators to drive defensively, or to maintain the standard of care expected of them as professional motor coach operators;
- f. Failing to inspect the supporting documents for its operators' log books to detect that they were traveling from point to point within time periods too short to be consistent with traveling within the posted speed limits, or meeting the other requirements of the HOS regulations;
- g. Failing to install seatbelts on its buses when it knew or ought to have known that the installation of seatbelts has been proven to improve occupant safety, prevent injuries, and / or death as a result of collisions, regardless of the failure of governments to amend legislation to require the same;
- h. Failing to train its bus operators to control the passengers on its buses so that they did not distract its operators who were driving the bus;
- i. Failing to conduct and record regular safety meetings for its bus drivers, addressing the items required by the written safety plan that it should have established, or items required to be addressed by deficiencies detected in its bus drivers performance, such as citations for speeding, HOS violations or other safety violations that would have required documented remedial training;
- j. Failing to keep up to date with safety regulations as required for them to support the safety plan that it should have established and followed;
- k. Failing to maintain satisfactory corrective action/discipline policy when warranted; and
- l. Notwithstanding the fact that a safety plan is not required by Saskatchewan Transportation, Charlie's Charters knew or ought to have known that the lack of such a safety plan made their operation fall below their duty to comply with industry standards.

**FACTS SPECIFIC TO MOTOR COACH INDUSTRIES LIMITED:**

- 45. The said Bus was manufactured in the year 2000, at the Motor Coach Industries Limited, the said Bus Manufacturer, manufacturing facility in Winnipeg, Manitoba.
- 46. The said Bus was manufactured by the said Bus Manufacturer without seat belts.
- 47. The said Bus was equipped by the said Bus Manufacturer with a road speed governor, which it set at a speed higher than that for posted limits.

**ALLEGATIONS AGAINST MOTOR COACH INDUSTRIES LIMITED:**

- 48. The Defendant, Motor Coach Industries Limited, owed a duty of care to the Plaintiff to ensure that the said Bus was designed and manufactured to minimize or lessen

the consequences to avoid doing, or not doing, any act which could reasonably foresee to prevent an accident and injury to the Plaintiff including:

- a. Failing to design and construct the bus such that it could withstand impacts of the type and configuration that could reasonably be foreseen on the highways that it was intended to operate on and in the circumstances that frequently occur on those highways;
- b. Failing to advise purchasers of its buses that operating the bus without retrofitting the bus with occupant restraint systems was considered in the transport industry to be an unacceptable increase of risk of severe personal injury to occupants;
- c. Failing to install seatbelts when it manufactured the bus in the year 2000;
- d. Failing to recall the said Bus to install seat belts; and
- e. Designing the said Bus and set speeds that exceeded posted limits in the Province of Saskatchewan.

**FACTS AGAINST HER MAJESTY THE QUEEN IN RIGHT OF ALBERTA (ALBERTA TRANSPORTATION):**

49. Her Majesty the Queen in Right of Alberta at all material times was responsible for regulating and enforcing commercial vehicles registered in the Province of Alberta and did so through the Ministry of Transportation and/or Alberta Transportation.
50. Anyone wanting to register a commercial vehicle in Alberta for transporting goods, passengers, or the vehicle itself, was required to obtain an Alberta Safety Fitness Certificate (SFC) under Alberta's National Safety Code (NSC) program from the Registrar as noted under the Commercial Vehicle Certificate and Insurance Regulation (AR 314/2002) (Sections 2 and 19) or, if federally regulated, under the Motor Vehicle Transport Act.
51. Alberta Transportation undertook to enforce the Federal requirements and made it mandatory for a regulated carrier operating any regulated vehicle outside of Alberta to obtain a "Federal" Operating Status on the SFC.
52. Alberta Transportation was responsible for monitoring carrier performance for the purpose of maintaining the personal safety of road users.
53. The Co-Defendant, Adesh Deol Trucking Ltd., transported goods inter-provincially, as well as internationally, and owned the Peterbilt truck that Sidhu was operating on April 6, 2018.
54. Alberta Transportation issued the Defendant, Jaskirat Singh Sidhu, a temporary, unaudited "Safety Fitness Certificate" with Federal Status.



**ALLEGATIONS AGAINST HER MAJESTY THE QUEEN IN RIGHT OF ALBERTA  
(ALBERTA TRANSPORTATION):**

55. The said collision was caused due to the negligence of the Defendant, Alberta Transportation, particulars of which are as follows:
- a. Failing to effectively regulate extra-provincial carriers for the safety of individual road users;
  - b. Failing to exercise in good faith the functions it accepted from the Federal government for issuing SFC for extra-provincial carrier;
  - c. Failing to clearly define and consistently apply enforcement standards across the province;
  - d. Failing to inform itself of the increased risks of neglect and misfeasance, and having been informed of the increased risks, failed to take action and failed to inform any other level of government, that no action would be taken for non-compliance by carriers;
  - e. Failing to direct, manage, and supervise its employees and agents, and failed to heed their reports of increased risk to the safety of road users from carrier's non-compliance;
  - f. Failing to establish and follow effective policies and procedures to monitor compliance with SFC conditions when it was well aware that the program it published for carriers contained exactly the policies and processes, methods of implementation, record-keeping and follow-up that it should itself have implemented in the functions it was mandated to use with carriers;
  - g. Failing to establish and follow documented policies and procedures regarding compliance with ethical requirements, professional standards and applicable legal and regulatory requirements;
  - h. Using a progressive intervention and discipline policy for carriers that it well knew was ineffective to promote safety and in fact tended to promote carrier well-being and freedom from regulatory compliance in preference to safety for road users;
  - i. Failing to sufficiently improve its processes to identify and communicate complaints in its complaint handling system;
  - j. Failing to use procedures and user guides for department staff to effectively use its Transportation Safety Information System;

- k. Failing to act on complaints and evidence that Driver Programs and Licensing Standards about poor compliance with driver licensing and qualification was occurring with its carriers;
- l. Employing unqualified personnel who it well knew could not affect or influence any promotion of road safety for individuals and who could not effectively monitor carriers;
- m. Failing to understand the National Occupational Classification (NOC) and effectively fund and mandate any training to increase the standards of operator's skills;
- n. Failing promote or support:
  - i. the accreditation of truck driving schools and college programs which meet recognized standards;
  - ii. development of minimum standards,
  - iii. development of education and training curriculums, and
  - iv. the Human Resources Development of Canada (HRDC) nationally recognized entry level driver training program through the Canadian Trucking Human Resources Council (CTHRC) called "Earning Your Wheels" based on the National Occupational Standards for professional truck drivers.
- o. Failing to implement the recommendations from the Reports of the Auditor General of Alberta from 2009, 2014 and 2018; and
- p. Failing to implement the recommendations outlined in the Tantus Solutions Group Inc. final report dated June 14, 2016, which was submitted to Alberta Transportation.

**FACTS SPECIFIC THE GOVERNMENT OF SASKATCHEWAN:**

- 56. The Government of Saskatchewan was aware of the previous collisions at the said intersection.
- 57. The Government of Saskatchewan was responsible for the design and maintenance of the Highway 35 and Highway 335 and the said intersection.

**ALLEGATIONS AGAINST THE GOVERNMENT OF SASKATCHEWAN:**

- 58. The said collision was caused due to the negligence of the Defendant, The Government of Saskatchewan, particulars of which are as follows:
  - a. Owing a duty to the motoring public and the commercial carriers using its highways for their respective purposes to maintain those highways in a state



of design and repair such that the exposure to the risk of collisions to those highway users would comply with reasonably accepted standards for provincial highways;

- b. Failing in similar ways that the Alberta Transportation failed with respect to its acceptance of the responsibility for transportation safety from the Federal Government and its subsequent demonstrated failure over the intervening years to not only make any forward progress on transportation safety, but fell further and further behind due to economic pressures from industry and the growth of the number and type of commercial vehicles on their roadways;
- c. Failing to install and/or maintain rumble strips of Highway 335 at the said intersection;
- d. Failing to maintain the sight lines with the said intersection and to ensure all foliage was removed or maintained; and
- e. Failing to ensure that there were sufficient warning signs before the said intersection.

**FACTS SPECIFIC TO PREMIER HORTICULTURE LTEE/PREMIER HORTICULTURE LTD. and/or ABC COMPANY LTD.:**

- 59. The said Peat Moss Manufacturer produced and shipped its products from its facility in Saskatchewan throughout the provinces and territories in Canada.
- 60. Mr. Sidhu arrived at the said Peat Moss Manufacturer on April 6, 2018 in the B-Train and waited for the Peat Moss Manufacturer to load his vehicle.
- 61. The said Peat Moss Manufacturer, Mr. Sidhu and the said Trucking Company had a joint responsibility to ensure that the B-Train was properly loaded and secured before allowing the vehicle onto public highways.
- 62. Mr. Sidhu was cleared by the said Peat Moss Manufacturer to leave its facility with the B-Train load on April 6, 2018.

**ALLEGATIONS AGAINST PREMIER HORTICULTURE LTEE/PREMIER HORTICULTURE LTD. and/or ABC COMPANY LTD.:**

- 63. The said collision was caused due to the negligence of the Defendant, the said Peat Moss Manufacturer, particulars of which are as follows:
  - a. Failing to properly load and secure the Peat Moss on the B-Train;
  - b. Failing to inspect the load before the said B-Train left its shipping yard;

- c. Failing to have a system of inspection to ensure that the load was properly secured;
- d. Failing to ensure the said Trucking Company and its driver had proper log books; and
- e. Allowing the B-Train to leave its manufacturing facility with an unsecured load.

**Punitive Damages:**

64. The actions and/or omissions of all Defendants referenced herein were reprehensible, reckless, malicious, highhanded and demonstrated such a lack of disregard for the health, safety and rights of the Humboldt Broncos that the Plaintiff hereby claims punitive damages.

**Pre-judgment Interest:**

65. The Plaintiffs claim pre-judgment interest pursuant to the *Pre-Judgment Interest Act*, Ch.P-22.2, S.S. 1984-85-86.

**Special Damages:**

66. Further as a result of the negligence of the Defendants, the Plaintiff will incur special damages and loss of income and will seek leave at the trial of this action to amend the Statement of Claim herein to include the same.

**In Trust Claims:**

67. Further as a result of the negligence of the Defendants, the Plaintiff will ask the Court to award damages for nursing care, attendant care, housekeeping services and homemaking services in trust to the Plaintiff to be paid to his family and friends in an amount to be determined by this Honourable Court.

**REMEDY SOUGHT:**

**THE PLAINTIFF THEREFORE CLAIMS** against the Defendants the following relief:

- a. A declaratory order by this Honourable Court that the intersection known as the Armley Corner at the intersection of Highway 35 and Highway 335 is unsafe to drive on as it is currently designed and maintained;
- b. A declaratory order by this Honourable Court that the sightlines at the Armley Corner intersection are not safe for vehicles travelling north on Highway 35;



- c. A declaratory order by this Honourable Court that the regulatory bodies failed to regulate and enforce to a reasonable standard extra-provincial carriers;
- d. A declaratory order by this Honourable Court that all coach buses carrying sports teams in Saskatchewan shall be equipped with shoulder harness seatbelts and other safety devices such as early warning devices to ensure passenger safety;
- e. A declaratory order by this Honourable Court that the roof of the said Bus was not designed or manufactured to ensure the roof stayed on the said Bus in the event of an accident;
- f. A declaratory order by this Honourable Court that all Semi drivers ought to pass strict safety tests before they are allowed to haul two "Super B Trailers" in Saskatchewan;
- g. General/Non-Pecuniary Damages; \$400,000.00
- h. Special Damages; \$500,000.00
- i. Pre-Trial Loss of Income; \$250,000.00
- j. Future Loss of Income; \$5,000,000.00
- k. Future Cost of Care; \$4,000,000.00
- l. Gross-up for Income Tax; \$1,000,000.00
- m. Pre-Trial Nursing Care/Attendant Care Services (Estimate); \$500,000.00
- n. Pre-Trial Homemaking/Housekeeping Services Estimate; \$500,000.00
- o. Punitive and Aggravated Damages; \$1,000,000.00
- p. Such further special damages and loss of income as may be proved at the trial of this action;
- q. Costs on a solicitor and client basis;
- r. Interest pursuant to **The Judgment Interest Act**, Ch. J-1, R.S.A. 2000;
- s. Goods and Services Tax pursuant to **Canada Revenue Agency Excise Tax Act** and Saskatchewan Provincial Sales Tax; and
- t. Such further and other relief as to this Honourable Court may deem meet.

## **NOTICE TO DEFENDANT(S)**

You have only a short time to do something to defend yourself against this claim:

20 days if you are served in Alberta

1 month if you are served outside Alberta but in Canada

2 months if you are served outside Canada

You can respond by filing a Statement of Defence or a Demand for Notice in the office of the Clerk of the Court of Queen's Bench at Calgary, Alberta, AND serving your Statement of Defence or a Demand for Notice on the Plaintiff's address for service.

**WARNING:** If you do not file and serve a Statement of Defence or a Demand for Notice within your time period, you risk losing the law suit automatically. If you do not file, or do not serve, or are late in doing either of these things, a Court may give a Judgment to the Plaintiff(s) against you.