

Court File No.:

11-50693

**ONTARIO
SUPERIOR COURT OF JUSTICE**

BETWEEN:

RUTH LOBO and JOHN McLEOD

Plaintiffs

- and -



CARLETON UNIVERSITY, DR. ROSEANN O'REILLY RUNTE,
DAVID STERRITT, RYAN FLANNAGAN and ALLAN BURNS

Defendants

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 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 PAY THE PLAINTIFFS' CLAIM, and \$2,000.00 for costs, within the time for serving and filing your statement of defence you may move to have this proceeding dismissed by the court. If you believe the amount claimed for costs is excessive, you may pay the plaintiff's claim and \$400.00 for costs and have the costs assessed by the court.

DEFAULT JUDGMENT

IF YOU FAIL TO SERVE AND FILE A STATEMENT OF DEFENCE, 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.

FEB 18 2011

Date: , 2011

Issued by:

A. Bergau

Address of Court Office:
161 Elgin Street
Ottawa, Ontario K2P 2K1

TO: CARLETON UNIVERSITY
Attention: Cheryl Foy – University Secretary and General Counsel
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AND TO: DR. ROSEANN O'REILLY RUNTE
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Ottawa, Ontario K1S 5B6

AND TO: DAVID STERRITT
261 Stormont House
1125 Colonel By Drive
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AND TO: RYAN FLANNAGAN
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Ottawa, Ontario, K1S 5B6

AND TO: ALLAN BURNS
203 Robertson Hall
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Ottawa Ontario K1S 5B6

CLAIM

1. The Plaintiffs, Ruth Lobo and John McLeod, claim the following relief against the Defendants, Carleton University, Dr. Roseann O'Reilly Runte, David Sterritt, Ryan Flannagan and Allan Burns, jointly and severally:
 - a. a declaration that the Defendants have breached section 4 of Carleton University's Human Rights Policies Procedures and sections 2 and 3 of the Students Rights and Responsibilities Policy;
 - b. an Order that the Defendants comply with section 4 of the Human Rights Policies and Procedures and sections 2 and 3 of the Students Rights and Responsibilities Policy such that the Plaintiffs be able to openly promote their beliefs on campus;
 - c. general damages for breach of fiduciary duty in the amount of \$25,000;
 - d. general damages for wrongful arrest in the amount of \$25,000;
 - e. general damages for pain and suffering and damages to reputation in the amount of \$25,000;
 - f. general damages for breach of contract in the amount of \$25,000;
 - g. punitive and exemplary damages in the amount of \$100,000.00;
 - h. costs of this action on a substantial indemnity basis;
 - i. pre and post judgment interest on all amount in accordance with the *Courts of Justice Act*; and
 - j. such further and other relief as this Honourable Court may deem just.

2. The Plaintiffs claim the following relief against the Defendant, Carleton University:
- a. a declaration that Carleton University violated sections 2, 9 and 15 of the *Canadian Charter of Rights and Freedoms*; and
 - b. damages in the amount of \$25,000 for violation of the Plaintiffs' rights under the *Canadian Charter of Rights and Freedoms*.

The Parties

3. The Plaintiff, Ruth Lobo ("Lobo"), is an individual who resides in the City of Ottawa. Lobo is a registered, tuition paying student at Carleton University who, at the relevant time period, was 22 years old. Lobo has been studying at Carleton University since September 2005 and is completing a Bachelor of Arts in Human Rights.
4. The Plaintiff, John McLeod ("McLeod"), is an individual who resides in the City of Ottawa. McLeod is a registered, tuition paying student at Carleton University who, at the relevant time period, was 22 years old. McLeod has been majoring in business at Carleton University since September 2008.
5. The Defendant, Carleton University, is a comprehensive university operating in Ottawa, Ontario. Carleton University is constituted by virtue of *The Carleton University Act, 1952, S.O. 1952*.
6. The Defendant, Dr. Roseann O'Reilly Runte ("Runte"), is an individual who resides in the City of Ottawa. At all material times, she was a member of Carleton University's administration. Specifically, Runte was the President and Vice-Chancellor of Carleton University. As President and Vice-Chancellor of Carleton University, Runte is Carleton University's directing mind and therefore aware of and responsible of all actions taken and decisions made by the university administration.

7. The Defendant, David Sterritt ("Sterritt"), is an individual who resides in the City of Ottawa. At all material times he was a member of Carleton University's administration. Specifically, Sterritt was the Director of Carleton University's Housing and Conference Services. As Director of Carleton University's Housing and Conference Services, Sterritt oversees the usage and the booking of space on campus.

8. The Defendant, Ryan Flannagan ("Flannagan") is an individual who resides in the City of Ottawa. At all material times, he was a member of Carleton University's administration. Specifically, Flannagan was the Director of Carleton University's Student Affairs. As Director of Carleton University's Student Affairs, Flannagan oversees the development and implementation of student programs and services which aim at making the Carleton University experience a positive one for students.

9. The Defendant, Allan Burns ("Burns"), is an individual who resides in the City of Ottawa. At all material times, he was a member of Carleton University's administration. Specifically, Burns was the Director of Safety for Carleton University. Burns is a retired police officer. As Director of Safety for Carleton University, Burns oversees all issues relating to campus security.

10. Runte, Sterritt, Flannagan and Burns are referred to herein collectively as the "individual Defendants".

Carleton Lifeline

11. Carleton Lifeline is a pro life group, composed of the individual Plaintiffs and other like-minded Carleton University students who sincerely and honestly share the moral, religious, social and political belief that life begins at conception and that abortion is therefore the taking of a human life.

12. Carleton Lifeline is an unincorporated body created in September 2006. It operates as one of over 180 campus clubs at Carleton University.

13. The Plaintiffs Lobo and McLeod are both members of Carleton Lifeline. Lobo is Carleton Lifeline's President and McLeod is its treasurer. Lobo and McLeod are jointly referred to herein as "Carleton Lifeline".

Carleton University's Policies

14. The Defendants are bound by the policies and bylaws which govern Carleton University.

15. Carleton University's policies prohibit the university administration from censoring ideas or messages or discriminating against individuals whose opinions or messages are unpopular or offensive and disturbing to some.

16. Section 4 of Carleton University's *Carleton University Statement on Conduct and Human Rights* contained in the *Human Rights Policies and Procedures* reads as follows:

4. The University's fundamental commitment to scholarship encourages its members to perform to the highest standards of academic excellence. The University upholds its members' academic freedom so they can carry out their scholarly work without threat of interference.

4.1 Academic freedom is the freedom to examine, question, teach and learn. It involves the right to investigate, speculate and comment without reference to prescribed doctrine, as well as the right to criticize the University and society at large. Academic freedom carries with it the duty to use that freedom in a manner consistent with ethical guidelines and human rights law, and the scholarly obligation to base research and teaching on an honest search for knowledge. It may also be circumscribed by civil and criminal law.

4.2 The frank discussion of controversial ideas, the examination of various or competing perspectives, the pursuit and publication of controversial research, and the study and teaching of material with controversial and even offensive content in the context of conscientious, professional instruction in the University are protected within academic freedom (emphasis added).

17. Sections 2 and 3 of Carleton University's *Students Rights and Responsibilities Policy* read as follows:

2. Freedom of Discussion

The traditional privileges of freedom of inquiry and freedom of expression which are enjoyed by members of a university community are reflected in the concept of academic freedom. These can be assured only if all members of the community share the responsibility of granting these freedoms to others and accept the obligation of a standard of behaviour which respects the rights of others. Students may think, speak, write, create, study, learn, pursue social, cultural and other interests and associate together for these purposes subject to the principles of mutual respect for the dignity, worth and rights of others as outlined by the Ontario Human Rights Code and the "Carleton University Statement on Conduct and Human Rights", which appears in Carleton's omnibus Human Rights Policy (*emphasis added*).

3. Assembly

Peaceful assemblies, demonstrations and lawful picketing are allowed within established laws.

The Genocide Awareness Project

18. The Genocide Awareness Project (hereinafter referred to as "GAP") is a travelling photo-mural exhibit which compares abortion to historically recognized forms of genocide. GAP uses images of aborted unborn babies and genocide atrocities.

19. GAP was conceived by the Centre for Bio-Ethical Reform based in Lake Forest, California. In the past, the GAP exhibit has been displayed on a large number of university campuses in both Canada and the United States.

20. In or about July 2010, Carleton Lifeline completed a Booking Request Form and submitted it to Carleton University's Housing and Conference Services. The Booking Request Form was for the use of Tory Quad over October 4, 2010, October 5, 2010 and October 6, 2010 to display GAP.

21. Tory Quad was specifically chosen by Carleton Lifeline because it is a large outdoor area with high traffic.

22. On August 9, 2010, Steritt, in his capacity as Director of Carleton University's Housing and Conference Services, wrote to Carleton Lifeline. He advised that because GAP uses "promotional materials which are disturbing and offensive to some," Carleton University would not permit Carleton Lifeline to set up GAP in Tory Quad. Rather, Carleton Lifeline would only be permitted to set up the GAP display in Porter Hall.

23. Porter Hall is a closed-off room, with no high amounts of traffic and no visibility.

24. On August 18, 2010, Carleton Lifeline advised Carleton University that its proposal that GAP be set up in Porter Hall was a form of censorship and breached Carleton University's own policies. Carleton Lifeline asked that Carleton University provide the legal justification or the university policy relied upon to enforce such censorship. Carleton Lifeline further stated that it would not submit to Carleton University's censorship.

25. Specifically, Carleton Lifeline advised Carleton University that it was violating section 4 of the *Carleton University Statement on Conduct and Human Rights* contained in the *Human Rights Policies and Procedures* and sections 2 and 3 of the *Students Rights and Responsibilities Policy*.

26. Without providing legal justification, Carleton University and Sterritt refused to change their position. They indicated that they would not allow Carleton Lifeline to display GAP in Tory Quad. Further, they refused or failed to provide Carleton Lifeline with the legal justification or the university policy which they relied upon in support of their decision.

27. On October 4, 2010, Carleton Lifeline attended Carleton University's Campus with the intention of displaying GAP in Tory Quad.

28. Before arriving at Tory Quad, Carleton Lifeline was intercepted by the Defendant Burns, four special constables of Carleton University's Department of University Safety and nine officers of the Ottawa Police Service.

29. The Plaintiffs were informed that if they did not comply with Carleton University's directives that they not display GAP in Tory Quad, they would be arrested.

30. After refusing to display GAP in Porter Hall, and notwithstanding the fact that they had not arrived at Tory Quad to set up the GAP exhibit, the Plaintiffs were arrested. The Plaintiffs were handcuffed. The Plaintiffs were escorted into secure Ottawa Police Services vans and transported to another location on Carleton University's campus. The Plaintiffs were each charged and fined with two counts of trespassing under the *Trespass to Property Act*, R.S.O. 1990, c. T.21. The Plaintiffs were then released.

31. Carleton University's decision to have Carleton Lifeline arrested, charged with trespassing and fined was excessive, unjustified and constituted an attempt to bully, intimidate and censor them.

"Choice" Chain

32. "Choice" Chain is an exhibit involving individuals standing in public areas holding 3-foot by 4-foot signs of first-trimester aborted unborn babies. The participants then hand out literature on abortion and enter into discussions with those who approach them. No comparison to genocide atrocities are made in the "Choice" Chain display.

33. On October 27, 2010, Carleton Lifeline attended Carleton University's campus to display "Choice" Chain.

34. Carleton University's policies do not require students or student clubs to book "standing space". Accordingly, no Booking Request Form was completed nor submitted to Carleton University's Housing and Conference Services.

35. Shortly after commencing "Choice" Chain, Carleton Lifeline was approached by the Defendant, Flannagan. Flannagan advised Carleton Lifeline that he was "disappointed" that Carleton Lifeline conducted "Choice" Chain without first consulting him. Flannagan threatened non-academic misconduct charges against the Plaintiffs. Flannagan stated that "Choice" Chain was offensive and ought not have been displayed on campus.

36. When asked which university policy Carleton Lifeline was violating by conducting "Choice" Chain, Flannagan provided no answer.

37. Flannagan repeatedly requested that Carleton Lifeline stop conducting "Choice" Chain. He consistently refused or failed to provide the legal justification or the university policy on which he based this request.

38. Although "Choice" Chain generated animated discourse on campus, Carleton Lifeline was not made aware of any complaints made by other Carleton University students.

39. On October 27, 2010, while Carleton Lifeline conducted "Choice" Chain, an animal rights student held his own exhibit which was conducted in a similar fashion to "Choice" Chain. This animal rights student used graphic images of baby seals having been brutally beaten and slaughtered.

40. In or about November 2010, an animal rights group exhibited a display in the University Centre. This group used graphic images of seals having been violently beaten to death.

41. In or about November 2010, during Holocaust Awareness Week, large displays using graphic images of victims of the holocaust were exhibited in the University Centre. The University Centre is a high traffic area on campus.

42. The exhibitors of these displays were permitted to continue with their exhibits without interruption. They were not threatened with non-academic

misconduct charges. They were not arrested. They were not charged and fined under the *Trespass to Property Act*, R.S.O. 1990, c. T.21.

43. Carleton University sought to censor Carleton Lifeline on the basis of their message and not their medium.

The Ultimatum

44. On November 18, 2010, Flannagan wrote Carleton Lifeline. Flannagan proposed an “agreement” allowing a “Permitted Exhibit Zone” which would apply solely to Carleton Lifeline and for “Choice” Chain.

45. This proposed “agreement” by Carleton University sought to censor Carleton Lifeline by imposing the following restraints:

- a. Carleton Lifeline could only conduct “Choice” Chain in a designated and contained area on campus;
- b. if conducting “Choice” Chain, Carleton Lifeline was obligated to transport its images to and from the designated area in a specific manner;
- c. Carleton University would “warn” other Carleton University students of the display ahead;
- d. Carleton Lifeline could not approach or engage other Carleton University students while conducting “Choice” Chain;
- e. protestors would be permitted to engage Carleton Lifeline in “vigorous” discussion; and
- f. Carleton Lifeline would be required to provide notice of “Choice” Chain at least four business days in advance.

46. Carleton Lifeline was then advised that if they did not accept the proposed “agreement” and continued to conduct “Choice” Chain, they could be arrested by Carleton University’s Campus Safety and the Ottawa Police Service.

47. Carleton University and Flannagan have never imposed such an “agreement” on any other student or student club. There is no legal basis for Carleton University and Flannagan to impose such an “agreement”, nor do they have the authority, under any of Carleton University’s policies to propose or enforce such a policy.

The Breach of Carleton University’s Fiduciary Duty

48. The Defendants owe a fiduciary duty to all students, including Carleton Lifeline, to provide an environment free and open to the discussion and debate of controversial ideas.

49. The Defendants have authority and discretion over Carleton Lifeline’s access and use of the university campus. The Defendants have the ability to unilaterally exercise that authority and discretion in a manner which affects the legal and practical rights of these students.

50. Carleton Lifeline had the reasonable expectation that the Defendants would act in their best interest by fostering an environment free and open to the discussion and debate of controversial ideas.

51. The Defendants breached their duties and have stripped Carleton Lifeline of their freedom of expression, academic freedom and freedom from discrimination on the basis of political belief. The details of the Defendants’ breaches include:

- a. violating Carleton University’s policies;
- b. employing intimidation tactics;
- c. censoring Carleton Lifeline;

- d. having Carleton Lifeline arrested;
- e. having Carleton Lifeline charged and fined with trespassing;
- f. threatening Carleton Lifeline with further charges of trespassing; and,
- g. threatening Carleton Lifeline with charges of non-academic misconduct.

52. As a result of the Defendants breach of their fiduciary duty, Carleton Lifeline's grades have suffered the damages described herein.

53. The damages suffered by Carleton Lifeline include that their university experience has been tarnished, their reputation, individually and as a group, has suffered and they have lost their trust in Carleton University's professors and administration.

The Negligence

54. The individual Defendants have the obligation to exercise prudence and due diligence in carrying out their duties, which include, but are not limited to, the implementation, administration and enforcement of Carleton University's policies.

55. The individual Defendants owed a duty of care to Carleton Lifeline, including by adhering to Carleton University's policies. The individual Defendants were negligent in the carrying out of their duties.

56. Specifically, the Defendants were negligent in their dealings with Carleton Lifeline in that:

- a. they acted without justification;
- b. they failed or refused to adhere to section 4 of Carleton University's *Carleton University Statement on Conduct and Human Rights* contained in the *Human Rights Policies and Procedures*;

- c. they failed or refused to adhere to Sections 2 and 3 of Carleton University's *Students Rights and Responsibilities Policy*; and
- d. they failed or refused to honour their obligations under the *Charter*.

Further, the Defendants handled the incident insensitively and overly aggressively resulting in excessive intimidation and embarrassment.

57. As a result of the negligence of the Defendants, Carleton Lifeline has suffered the damages as set out herein. These damages were foreseeable and the individual Defendants knew or ought to have known that the Plaintiffs would suffer these damages.

The Breach of Contract

58. Carleton Lifeline are in a contractual relationship with Carleton University.

59. The Plaintiffs chose to attend Carleton University and pay their tuition fees to the University on the basis of Carleton University's promise to honour and uphold freedom of expression on campus, without discrimination based on one's moral, religious, social or political beliefs and convictions.

60. Carleton University holds itself out as being a bastion of academia, academic freedom, freedom of expression and tolerance. Carleton University's internal policies purport to protect academic freedom and the free exchange of ideas as well as to protect students from discrimination on the basis of political belief.

61. A number of the promotional materials Carleton University uses to attract students include references to Carleton University's multiculturalism, diversity, tolerance and commitment to academic freedom. Carleton University's *Strategic Plan* reads as follows:

Carleton does not find its origin in one religious tradition. This means that all groups are equal and welcome and there is no entity favoured by tradition. Carleton is poised to bridge the gap between different

traditions, finding common ground and celebrating differences in the process. Carleton has always reached out to the world and has long found in its international exchanges and programs a source of pride. As a young institution, Carleton is not encumbered by traditions that can limit vision and prevent global thought. Carleton is indeed flexible and capable of responding to the needs of society and the demands of the market. As befits a future-oriented university, Carleton's researchers excel in pushing the boundaries of knowledge and creativity and consistently adapt the latest techniques and technologies in their teaching.

Carleton's professors and students explore daily the meaning of life and the universe (emphasis added).

62. By holding itself out as a university committed to the protection of academic freedom, the free exchange of ideas, freedom of expression and freedom from discrimination on the basis of political or social belief and conviction, Carleton University induced Carleton Lifeline into choosing Carleton University as the university at which to continue their post-secondary education.

63. Carleton University entered into a contract with each registered and tuition paying student, including Carleton Lifeline. The contract between Carleton University and its students included, but was not limited to, the following implied or express terms:

- a. Carleton University would honour its policies;
- b. Carleton University would honour and uphold the freedom of expression of its students;
- c. Carleton University would honour and uphold the academic freedom of its students;
- d. Carleton University would not discriminate against or provide differential treatment to its students on the basis of their political, moral, religious and social beliefs or convictions; and,

- e. Carleton University would protect and promote the free exchange of ideas and opinions on campus.

64. Carleton University breached the terms of the contract entered into between Carleton University and Carleton Lifeline by refusing or failing to honour Carleton University's policies and by having Carleton Lifeline arrested for the expression of their beliefs.

65. As a result of the Defendants' breach of contract, Carleton Lifeline has suffered the damages as set out herein.

The Wrongful Arrest

66. As registered and tuition paying students, Carleton Lifeline has the right to be on Carleton University's campus at all times and especially during times when classes are being offered.

67. Carleton Lifeline was charged with two counts of trespassing under the *Trespass to Property Act*, a provincial offence not usually requiring police officers to handcuff and transport those accused in a secured Ottawa Police van.

68. Carleton Lifeline was publicly handcuffed and loaded into secured Ottawa Police vans in a busy area of campus. Carleton Lifeline was however never taken off campus.

69. Carleton Lifeline was not engaging in prohibited activity as there are no Carleton University policies prohibiting displays such as GAP and, in any event, they had not even had the opportunity to set up the GAP display.

70. Despite the fact that Carleton Lifeline had not yet arrived at their destination, Tory Quad, the Defendants instructed and directed the Ottawa Police Service to arrest Carleton Lifeline and charge them with two counts of trespassing. Specifically, the charges were for "engaging in prohibited activity" and "failure to leave the premises when directed".

71. The Defendants acted maliciously, arbitrarily, without warning and in bad faith when they had Carleton Lifeline arrested for trespassing on their own campus.

72. Despite the fact that GAP was to be set up by five students, in the course of a peaceful display, the Defendants chose to have Carleton Lifeline intercepted by fourteen peace officers, which included the Defendant Burns, four Special Constables of Carleton University's Department of University Safety and nine officers of the Ottawa Police Service.

73. The Defendants deliberately chose the location in which to intercept Carleton Lifeline, have them handcuffed and loaded into secured vans because the area is a high traffic one. At peak times, such as when Carleton Lifeline was arrested, a large number of Carleton University students would witness Carleton Lifeline being arrested causing them to be humiliated.

74. In directing the Ottawa Police Service to arrest them, the Defendants acted deliberately, maliciously and in bad faith with the intent of intimidating, bullying, humiliating and censoring Carleton Lifeline and with the intention of tarnishing their reputations individually and as a group.

75. As a result of the wrongful arrest by the Defendants, Carleton Lifeline has suffered the damages as set out herein.

The Charter violations

76. Carleton University is subject to and bound by the *Canadian Charter of Rights and Freedoms* (hereinafter referred to as the "*Charter*").

77. Carleton University violated the Carleton Lifeline's *Charter* rights including the following:

- a. their section 2(a) and 2(b) *Charter* rights by intimidating them and putting them in a position where they were fearful of holding and voicing their beliefs and opinions;

- b. their section 2(c), 2(d), 9 and 15 *Charter* rights by having them arrested for attempting to erect the GAP display, by threatening them with trespass and non-academic misconduct charges for conducting “Choice” Chain and by attempting to force them into the proposed agreement for “Choice” Chain;
- c. their section 9 *Charter* rights by having them arbitrarily detained; and
- d. their section 15 *Charter* rights by attempting to force them into an agreement which was not justified in law or by Carleton University’s policies, and which did not apply to other students, and by not permitting them to express their beliefs and opinions because their opinions were unpopular, while permitting other students to voice their opinions.

78. As a result of the Defendants’ *Charter* violations, Carleton Lifeline has suffered the damages as set out herein.

Vicarious Liability

79. As the employer of the individual Defendants, Carleton University, permitted or acquiesced the individual Defendants to act in the manner that they did and as such is vicariously liable for their actions.

Damages

80. As a result of the actions of the Defendants as plead herein, Carleton Lifeline has suffered the damages as plead herein which include, but are not limited to:

- a. the censoring of their views and opinions;
- b. the violation of their right to freedom of expression;
- c. the violation of their right to academic freedom;

- d. the violation of their right to equal treatment;
- e. the violation of their section 2, 9 and 15 *Charter* rights;
- f. diminished academic performance;
- g. the complete degradation of their university experience;
- h. tarnished reputation;
- i. public humiliation;
- j. leaving them with the fear of having and voicing differing or unpopular opinions;
- k. the fear of reprisal for having and voicing differing or unpopular opinions;
- l. the cost of the trespass charges;
- m. the stress associated with pending trespass charges;
- n. the cost associated with defending the trespass charges;
- o. a loss of trust and a loss of confidence in Carleton University's faculty and administration; and
- p. a loss of trust and a loss of confidence in police services and law enforcement agencies.

Punitive Damages

81. Notwithstanding the fact that Carleton University allowed other groups or students to display exhibits, neither of these displays attracted scrutiny, discipline, arrest, threats or imposed restrictions from Carleton University and its administration.

82. The Defendants have treated Carleton Lifeline in a high handed and oppressive manner.

83. The conduct of Carleton University and its administration described herein constitutes such wanton and reckless disregard of their duties as well as their *Charter* obligations and has caused such devastating harm that an award of punitive, aggravated, or exemplary damages is warranted.

84. Carleton Lifeline asks that the trial for this action take place in Ottawa.

Date of Issue: February 18, 2011 **VINCENT DAGENAIS GIBSON LLP/s.r.l.**
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RUTH LOBO et al.

Plaintiffs

and

CARLETON UNIVERSITY et al.

Defendants

Court File No.: 11-50643

SUPERIOR COURT OF JUSTICE

Proceedings commenced at Ottawa

STATEMENT OF CLAIM

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