



Court File No.:

**ONTARIO  
SUPERIOR COURT OF JUSTICE**

**BETWEEN:**

**BENJAMIN GRIFFITH**

Plaintiff

-and-

**UNIVERSITY OF WATERLOO**

Defendant

(Proceeding pursuant to the *Class Proceedings Act*, 1992, S.O. 1992, c.6)

**STATEMENT OF CLAIM**

**TO THE DEFENDANT(S):**

**A LEGAL PROCEEDING HAS BEEN COMMENCED AGAINST YOU** by the Plaintiffs. 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 Plaintiffs' lawyer or, where the Plaintiffs do not have a lawyer, serve it on the Plaintiffs, and file it, with proof of service, in this court office, **WITHIN TWENTY DAYS** after this statement of claim is served on you, if you are served in Ontario.

If you are served in another province or territory of Canada or in the United States of America, the period for serving and filing your statement of defence is forty days. If you are served outside Canada and the United States of America, the period is sixty days.

Instead of serving and filing a statement of defence, you may serve and file a notice of intent to defend in Form 18B prescribed by the *Rules of Civil Procedure*. This will entitle you to ten more days within which to serve and file your statement of defence.

**IF YOU FAIL TO DEFEND THIS PROCEEDING, JUDGMENT MAY BE GIVEN AGAINST YOU IN YOUR ABSENCE AND WITHOUT FURTHER NOTICE TO YOU. IF YOU WISH TO DEFEND THIS PROCEEDING BUT ARE UNABLE TO PAY LEGAL FEES, LEGAL AID MAY BE AVAILABLE TO YOU BY CONTACTING A LOCAL LEGAL AID OFFICE.**

**TAKE NOTICE: THIS ACTION WILL AUTOMATICALLY BE DISMISSED** if it has not been set down for trial or terminated by any means within five years after the action was commenced unless otherwise ordered by the court.

Date: \_\_\_\_\_

Issued by: \_\_\_\_\_

Address of court office: 393 University Avenue, 10<sup>th</sup> Floor  
Toronto, ON M5G 1E6

**TO: UNIVERSITY OF WATERLOO**  
200 University Avenue West  
Waterloo, ON N2L 3G1

## CLAIM

1. The Plaintiff, Benjamin Griffith, claims on behalf of himself and each member of the Class (defined below) (collectively the “**Plaintiffs**”):

- (a) An Order appointing the Plaintiff, Benjamin Griffith, as a Class Representative;
- (b) An Order pursuant to the *Class Proceedings Act, 1992*, certifying this action as a class proceeding;
- (c) An order for damages in the amount of \$60 million and/or awarding an amount equal to the refunds for student fees paid by the Class to the University of Waterloo during the COVID-19 Impacted Period as defined below, pursuant to *inter alia* the *Frustrated Contracts Act, R.S.O., 1990, Chapter F.34*, and breach of contract;
- (d) In the alternative, an order finding the University of Waterloo has been unjustly enriched for receiving payments of student fees by the Plaintiffs during the COVID-19 Impacted Period as defined below, and an order issuing applicable refunds to the Plaintiffs;
- (e) Pre-judgment and post-judgment interest pursuant to the *Courts of Justice Act*;
- (f) The costs of this proceeding; and
- (g) Such further and other relief as this Honourable Court may deem just.

## THE PARTIES

2. The Plaintiff brings this action pursuant to the *Class Proceedings Act, 1992, S.O. 1992, c.6*.

3. The Plaintiff was enrolled as a full-time student during the 2019-2021 academic terms (“**COVID-19 Impacted Period**”) at the University of Waterloo.

4. The Plaintiff is a proposed representative of a class of persons (the “**Class**”), all of whom paid student fees to the University of Waterloo during the COVID-19 Impacted Period.

5. The Defendant, the University of Waterloo (“**University**”) is an institution of higher

learning located in the Province of Ontario.

### **THE CLASS**

6. The Class is defined as follows:

All students enrolled at the University of Waterloo and who paid student fees during the Covid-19 Impacted Period.

### **THE UNIVERSITY OF WATERLOO**

7. At the material time, there were approximately 40,000 students enrolled in the University.

8. The University offered and marketed itself by highlighting the on-campus experience to prospective students as a benefit of enrollment to the University.

(a) “Success comes easier when you have a community of people cheering you on. Through clubs, teams, events, and even your classes, you’ll form a social network that connects you to fun, new experiences, and support throughout your time at Waterloo.”<sup>1</sup>

(b) “Whether you’re interested in food, politics, dance, business, gaming, or the environment, your Waterloo Undergraduate Student Association (WUSA) offers more than 200 student clubs – the perfect way to meet others who share your interests. As well, there are nearly 30 athletic clubs, ranging from archery and dragon boat to Quidditch and Ultimate.”<sup>2</sup>

(c) “Being active is a great way to make new friends, get involved, and enjoy yourself. You’ll have free access to our two main athletic facilities as well as gyms and recreational spaces in some residences. Between intramurals, fitness classes, varsity athletics, and more, you’re bound to find something you’ll enjoy.”<sup>3</sup>

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<sup>1</sup> <https://uwaterloo.ca/future-students/student-life>

<sup>2</sup> <https://uwaterloo.ca/future-students/student-life/clubs>

<sup>3</sup> <https://uwaterloo.ca/future-students/student-life/sports-recreation>

9. The student fees at the University were charged for access to campus resources, facilities, and experiences to the Plaintiff and members of the Class.
10. The students paid such fees for a robust and comprehensive post-secondary experience.
11. Such student fees are described by the University as fees charged to students to fund various services and facilities at the University.
12. Such student fees include, but are not limited to, health and wellness centres, career centres, and academic support offices.

### **COVID-19 PANDEMIC**

13. Commencing in March 2020, during the COVID-19 pandemic, the University of Waterloo closed its various facilities, including but not limited to: Athletic, Recreation and Physical Activity facilities, libraries, and other university facilities/services.
14. As such, the Plaintiff and the Class members no longer had access to the various facilities and services for which they had made full payment.
15. These campus closures deprived the Plaintiff and the Class members significant opportunities and experiences that they had paid for the full university experience.
16. The Plaintiff and the Class members have not received refunds for the student fees paid during the COVID-19 Impacted Period.

### **CLAIMS FOR RELIEF**

#### **FRUSTRATION AND BREACH OF CONTRACT**

17. The Plaintiff and the Class members entered into a contract with the University of Waterloo whereby the Plaintiff and the Class members paid student fees in exchange for access to on-campus experience, and resources, opportunities, and facilities.
18. The University of Waterloo did not provide access to these facilities or services during the

COVID-19 Impacted Period.

19. Nonetheless, the University of Waterloo failed to reimburse the Plaintiff and the Class members.

**UNJUST ENRICHMENT**

20. The University of Waterloo received payments of student fees during the COVID-19 Impacted Period.

21. However, the Plaintiff and the Class members were deprived of the access to facilities, resources, services and opportunities on campus.

22. The University of Waterloo has been unjustly enriched by receiving and retaining full payments for facilities and services that were not made available during the COVID-19 Impacted Period.

23. There is no juristic reason for the University of Waterloo's enrichment and the Plaintiff and the Class members' deprivation. As such, the Plaintiff and the Class members are entitled to reimbursement of the student fees paid during the COVID-19 Impacted Period.

24. For all of the foregoing reasons, the Plaintiff seeks judgment against the University of Waterloo.

**JUST-FIDES ADVOCACY**  
98 Redpath Avenue, Suite 25  
Toronto, ON, M5S 2J7

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Lawyers for the Plaintiff

BENJAMIN GRIFFITH

- and-

UNIVERSITY OF WATERLOO

*Plaintiff(s)*

*Defendant*

Court File No.:

**ONTARIO  
SUPERIOR COURT OF JUSTICE**

PROCEEDING COMMENCED AT

TORONTO

**STATEMENT OF CLAIM**

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