

Court File No.: CV-16-564335-00CP

**ONTARIO  
SUPERIOR COURT OF JUSTICE**

BETWEEN:

SARAH DOUCET and L.K.

Plaintiffs

and

THE ROYAL WINNIPEG BALLET (carrying on business as the Royal Winnipeg Ballet School) and BRUCE MONK

Defendants

Proceeding under the *Class Proceedings Act, 1992*

**STATEMENT OF DEFENCE AND CROSSCLAIM  
OF THE DEFENDANT THE ROYAL WINNIPEG BALLET (carrying on business  
as the Royal Winnipeg Ballet School)**

1. The Defendant, The Royal Winnipeg Ballet (carrying on business as the Royal Winnipeg Ballet School), hereinafter ("this Defendant") admits none of the allegations contained in the Amended Statement of Claim dated September 13<sup>th</sup>, 2017 (the "Statement of Claim") unless otherwise admitted herein.

2. This Defendant further denies all of the allegations as contained in the Statement of Claim and the Plaintiffs are put to the strict proof thereof.

3. To the extent that the Plaintiffs allege that wrongdoings occurred in both Manitoba and Ontario, this Defendant pleads that this action is statute barred by virtue of the operation of the provisions of the *Limitations Act, R.S.O., 1990 c.24, L. 15*, the *Limitations Act, S.O. 2002, c.24 Schedule B* and *The Limitation of Actions Act, C.C.S.M. c. L150* including any and all prior versions for the time period 1984 to 2015.

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4. This Defendant denies that the representative Plaintiffs, Sarah Doucet ("Doucet") and L.K., the "Student Class" and the "Family Law Class" as defined and described in paragraphs 1(a), 4, 5 and 6 of the Statement of Claim are entitled to rely on the statutes listed in paragraphs 1, 35, 52, or otherwise of the Statement of Claim. This Defendant further denies that Doucet, L.K., the "Student Class" and the "Family Law Class" are entitled to any of the relief as requested in paragraphs 1, 42-46 and 48 of the Statement of Claim, or otherwise.

5. This Defendant further denies that the Plaintiffs' action satisfies the requirements for a class action under the *Class Proceedings Act*, 1992, c. 6. This Statement of Defence is a defence to the claims made by the Plaintiffs and is not a defence to the claims of the potential class members on whose behalf the Plaintiffs seek certification under this action.

6. This Defendant specifically reserves its right to amend this Statement of Defence and Crossclaim, to respond to the claims of each of the class members in the event that this action is certified as a class proceeding.

7. This Defendant pleads that at all material times, it and its employees and agents conducted themselves appropriately and in accordance with the standard of care applicable to the time and place when the alleged improper acts/conduct occurred.

8. This Defendant denies that there was any breach of duty, breach of contract, breach of statute or want of care on its part.

9. This Defendant further denies that it has or had any knowledge of any of the allegations/incidents outlined in paragraph 1(c) (i),(ii), and 1 (b), of the Statement of Claim as against Bruce Monk. However, if such allegations/incidents occurred, which is not admitted but

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denied, this Defendant denies that they occurred as a result of any negligence, breach of duty, breach of contract, breach of fiduciary duty or want of care or any of the breaches as alleged in paragraphs 1(f) to 1(cc) or at all on its part.

10. This Defendant specifically denies that Bruce Monk was acting in his capacity as an employee of this Defendant, at any material time as alleged or at all.

11. This Defendant further denies that it is vicariously liable in law for any alleged duties, wrong doings, or acts carried out by Monk as alleged in the Statement of Claim.

12. This Defendant further pleads that the wrongful conduct and/or acts of Bruce Monk, as alleged in the Statement of Claim, which are not admitted but denied, were in no way related to any of the duties or acts of Bruce Monk authorized by this Defendant.

13. In further answer to the Statement of Claim, this Defendant:

- a. puts the plaintiffs to the strict proof of whether Monk took individual and nude and/or semi-nude and/or intimate photographs as alleged, in a private setting and/or outside of a group or class setting as alleged, or at all;
- b. has no knowledge of the events and complaints "broadly circulated" as alleged in the Statement of Claim;
- c. pleads that the alleged individual photo shoots alleged by the plaintiff and the alleged publication, selling and/or dissemination of intimate photographs were not directed or authorized by this Defendant and were outside the scope and mandate of Monk's duties as an alleged employee of this Defendant;
- d. denies that any improper photographs were taken of minors as alleged and denies that any improper touching of minors occurred as alleged or at all;
- e. pleads that the plaintiffs consented at all times to photographs being taken and consented to the use of photographs by signing releases and/or waivers and/or agreements/contracts;
- f. denies that the acts alleged by the plaintiffs constitute sexual assault, sexual exploitation, and sexual violence as alleged or at all;

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- g. had no knowledge of Monk taking nude and/or semi-nude photographs of students in the school and/or in private settings, and at no time authorized the taking of such photographs and puts the plaintiffs to the strict proof of that allegation;
- h. denies that it was negligent in any way in relation to Monk's activities which were outside the scope of, separate from and not closely connected to his alleged position of employment;
- i. met the standard of care of a reasonable school for the time period in question being 1984 to 2015, for its students, including the plaintiffs, and,
- j. denies the remaining allegations and puts the plaintiffs to the strict proof thereof;

14. This Defendant denies that the Plaintiffs Doucet, L.K., the "Student Class" and the "Family Law Class", sustained the damages as alleged and these Plaintiffs are put to the strict proof thereof.

15. This Defendant pleads that if the Plaintiffs Doucet, L.K., the "Student Class" and the "Family Law Class", sustained the damages and/or injuries as alleged, which is not admitted but denied, such damages and/or injuries were caused as a result of pre-existing injuries and or medical conditions or prior accidents or injuries and/or medical conditions which arose due to accidents or reasons which are unrelated to the allegations outlined in the Statement of Claim.

16. This Defendant further pleads that the injuries and damages as alleged by the Plaintiffs as a whole, as particularized in the Statement of Claim, were caused or contributed by causes, circumstances, injuries or illnesses or situations for which this Defendant had neither responsibility nor involvement.

17. This Defendant specifically denies that L.K. and the "Family Class" have sustained damages which are recoverable at all or pursuant to the *Family Law Act*, R.S.O. 1990, c. F.3 and these Plaintiffs are put to the strict proof thereof.

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18. This Defendant further denies that Doucet, L.K., the "Family Class" and the "Student Class" have sustained special damages including lost wages, lost earning capacity, out of pocket expenses and cost of future care as alleged or at all and these Plaintiffs are put to the strict proof thereof.

19. This Defendant further pleads that the damages as claimed are excessive, and remote and further pleads that the Plaintiffs, Doucet, L.K., the "Student Class" and the "Family Class" have failed to mitigate their damages.

20. This Defendant further pleads that nothing in the conduct of this Defendant warrants the imposition of an award of aggravated, punitive or exemplary damages as against it, as alleged or at all.

21. This Defendant therefore submits that the plaintiffs' Claim should be dismissed with costs payable to this Defendant as determined by this Honourable Court.

#### CROSSCLAIM

22. The Defendant, The Royal Winnipeg Ballet (carrying on business as the Royal Winnipeg Ballet School), hereinafter ("this Defendant") claims against the Defendant Bruce Monk for:

- a. contribution and indemnity pursuant to the *Negligence Act*, R.S.O. 1990, c. N.1, as amended, for any amounts which the Defendant, The Royal Winnipeg Ballet (carrying on business as the Royal Winnipeg Ballet School), may be found to be responsible to the Plaintiffs;
- b. the costs of defending the main action, plus all applicable taxes;
- c. the costs of this Crossclaim, plus all applicable taxes; and,
- d. such further and other Relief as to this Honourable Court may deem just.

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23. This Defendant pleads that to the extent that the plaintiffs are entitled to any damages and/or relief from this Defendant, which entitlement is not admitted but is expressly denied, this Defendant is entitled to full contribution and indemnity from the Co-Defendant Bruce Monk.

24. For the purposes of this crossclaim only, this Defendant pleads and relies upon all of the allegations as against Bruce Monk as outlined in the entirety of the Statement of Claim, including but not limited to the allegations outlined at paragraphs 1(c) to 1(s) inclusive as if they were specifically pleaded herein.

25. In further support of this crossclaim, this Defendant repeats and relies upon the allegations contained in its Statement of Defence in support of the Crossclaim only.

26. This Defendant pleads and relies upon the following statutes in support of its Statement of Defence and Crossclaim:

- a. *The Negligence Act*, R.S.O. 1990, c. N.1;
- b. *The Class Proceedings Act*, 1992, c. 6;
- c. *The Family Law Act*, R.S.O. 1990, c. F.3;
- d. *The Courts of Justice Act*, R.S.O. 1990, c. C.43;
- e. *The Occupiers Liability Act*, R.S.O. 1990 c.N.1;
- f. *The Limitations Act*, R.S.O., 1990 c.24, L. 15 and any prior versions covering the period 1984 to 2015;
- g. *The Limitations Act*, S.O. 2002, c.24 Schedule B.
- h. *The Limitation of Actions Act*, C.C.S.M. c. L150 and all prior versions of the Act covering the period 1984 to 2015.
- i. *The Tortfeasors and Contributory Negligence Act*, R.S.M. 1987, c.T90.

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December 21, 2017

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