



e-document	T-116-23-ID 1	
F I L E D	FEDERAL COURT COUR FÉDÉRALE  January 12, 2023 12 janvier 2023	D É P O S É
Yoginder Gulia		
TOR	1	

Court File No. T-116-23

## FEDERAL COURT PROPOSED CLASS PROCEEDING

B E T W E E N:

*(Court Seal)*

JENNY FERRIS

Plaintiff

and

ATTORNEY GENERAL OF CANADA

Defendant

### STATEMENT OF CLAIM

TO THE DEFENDANT

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 a solicitor acting for you must prepare a Statement of Defence in Form 171B prescribed by the [Federal Court Rules](#), serve it on the plaintiff's solicitor or, if the plaintiff does not have a solicitor, serve it on the plaintiff, and file it, with proof of service, at a local office of this Court.

WITHIN 30 DAYS after the day on which this statement of claim is served on you, if you are served in Canada or the United States; or

WITHIN 60 DAYS after the day on which this statement of claim is served on you, if you are served outside Canada and the United States.

TEN ADDITIONAL DAYS are provided for the filing and service of the statement of defence if you or a solicitor acting for you serves and files a notice of intention to respond in Form 204.1 prescribed by the [Federal Court Rules](#).

Copies of the *Federal Court Rules*, information concerning the local offices of the Court and other necessary information may be obtained on request to the Administrator of this Court at Ottawa (telephone 613-992-4238) or at any local office.

IF YOU FAIL TO DEFEND THIS PROCEEDING, judgment may be given against you in your absence and without further notice to you.

Date 12-JAN-2023 Issued by YOGINDER GULIA  
Local Registrar

Address of Federal Court  
local office: 180 Queen Street West,  
Toronto ON M5V 1Z4

TO: **ATTORNEY GENERAL OF CANADA**  
Office of the Deputy Attorney General of Canada  
284 Wellington Street  
Ottawa ON K1A 0H8

## CLAIM

### I. DEFINED TERMS

1. In this Statement of Claim, the following terms have the following meanings.
  - (a) “**Canada**” means His Majesty the King (and formerly Her Majesty the Queen) in right of Canada.
  - (b) “**Charter**” means the *Canadian Charter of Rights and Freedoms*, Part I of the *Constitution Act, 1982*, Schedule B to the *Canada Act 1982 (UK)*, 1982, c 11.
  - (c) “**Class**” means all Students who:
    - (i) Incurred Student Debt between August 1, 1995 and the date of certification of this action as a class proceeding;
    - (ii) Have a Permanent Disability that caused them to extend their course of post-secondary education; and
    - (iii) Did not receive sufficient Repayment Assistance to offset their Excess Debt.
  - (d) “**CSLP**” means the Canada Student Loans Program.
  - (e) “**Excess Debt**” means the Student Debt that a Student would not have incurred if they did not have a Permanent Disability (as defined below) that caused them to extend their course of post-secondary education. For greater certainty, this includes

any interest or penalties on debt incurred due to the extension of their post-secondary education.

- (f) **“Harmonization Agreement”** means an agreement for the administration of the Student Loan Program, signed by (1) Canada and (2) any Province.
- (g) **“MSFAA”** means a Master Student Financial Assistance Agreement, signed by (1) Canada, (2) any Province, and (3) a Student.
- (h) **“NSLSC”** means the National Student Loan Service Centre.
- (i) **“OSAP”** means the Ontario Student Assistance Program.
- (j) **“Permanent Disability”** means a functional limitation caused by a physical or mental impairment that restricts the ability of a person to perform the daily activities necessary to participate in studies at a post-secondary school level or the labour force and is expected to remain with the person for the person’s expected life.
- (k) **“Province”** includes (1) His Majesty the King (and formerly Her Majesty the Queen) in right of any province or territory other than Québec, the Northwest Territories, and Nunavut, (2) the government of any province or territory other than Québec, the Northwest Territories, and Nunavut, (3) any Minister of any province or territory other than Québec, the Northwest Territories, and Nunavut, and (4) any agency of any province or territory other than Québec, the Northwest Territories, and Nunavut.

- (l) “**Repayment Assistance**” means any program run by Canada, a Province, or both, that reduce or eliminate Student Debt. This includes, but is not limited to loan forgiveness and interest waivers.
- (m) “**Simpson Decision**” means *Simpson v Canada (Attorney General)*, 2020 ONSC 6465.
- (n) “**Student**” means an individual in a Province who received a Student Loan.
- (o) “**Student Debt**” means the sum of (1) the amount a Student has paid to service any of their Student Loans, and (2) the amount that they will have to pay to discharge their Student Loans in full, including any interest and penalties.
- (p) “**Student Loans**” means any loan taken out under the Student Loan Program.
- (q) “**Student Loan Program**” means (1) the CSLP, as applied in any of the Provinces, and (2) all programs run by Provinces to provide loans for post-secondary education that are (a) funded in part by Canada or (b) administered in coordination with the CSLP. The latter includes, but is not limited to Alberta Student Aid; Canada-Saskatchewan Integrated Student Loans; Manitoba Student Aid; New Brunswick Student Loans; Newfoundland and Labrador Student Aid; Nova Scotia Student Assistance; OSAP; Prince Edward Island Student Loans; and StudentAid BC.
- (r) “**Student Loan Rules**” means:
  - (i) With respect to each member of the Class, the MSFAA signed by that member of the Class;

- (ii) The Harmonization Agreements; and
- (iii) All of the statutes and regulations relating to the Student Loan Program. These include but are not limited to the *Canada Student Financial Assistance Act*, SC 1994, c 28; *Canada Student Financial Assistance Regulations*, SOR/95-329; *Canada Student Loans Act*, RSC 1985, c S-23; *Direct Student Loan Regulations*, NS Reg 342/2008; *General Regulation*, NB Reg 2007-78; *Lender-Financed Saskatchewan Student Loans Regulations*, RRS c S-61.1 Reg 3; *Ontario Student Grants and Ontario Student Loans*, O Reg 70/17; *Ontario Student Loans Made After July 31, 2001*, O Reg 268/01; *Ontario Student Loans Made Before August 1, 2001*, RRO 1990, Reg 774; *Post-Secondary Student Financial Assistance Act*, SNB 2007, c P-9.315; *Saskatchewan Student Direct Loans Regulations*, RRS c S-61.1 Reg 1; *Student Aid Regulation*, Man Reg 143/2003; *Student Assistance and Student Aid Fund Regulations, 2001*, RRS c S-61.1 Reg 5; *Student Financial Assistance Act*, SA 2002, c S-20.5; *Student Financial Assistance Act*, RSPEI 1988, c S-8.2; *Student Financial Assistance Act*, SNL 2002, c S-29.01; *Student Financial Assistance Act, 2016*, SY 2016, c 9; *Student Financial Assistance Act General Regulations*, PEI Reg EC709/10; *Student Financial Assistance Administration Regulations*, NLR 106/03; *Student Financial Assistance Regulation*, Alta Reg 298/2002; *Student Financial Assistance Regulation*, YOIC 2016/136; *Student Financial Assistance Regulations*, NLR 105/03; *Student Loan*

*Administrative Integration Regulation*, BC Reg 150/2012; *The Student Aid Act*, CCSM c S211; and *The Student Assistance and Student Aid Fund Act*, 1985, SS 1984-85-86, c S061.1.

## II. RELIEF SOUGHT

2. Jenny Ferris, on behalf of the Class, claims:

- (a) An order certifying this action as a class proceeding and appointing Jenny Ferris as the representative plaintiff for the Class;
- (b) A declaration that the Excess Debt is unconstitutional, being in breach of section 15 of the *Charter*;
- (c) A declaration that the Class is not required to pay any outstanding Excess Debt, or any interest or penalties thereon;
- (d) Damages under section 24 of the *Charter* in the amount of all payments made by the Class to Canada or one of the Provinces on account of the Excess Debt;
- (e) Pre-judgment interest and judgment interest in accordance with sections 36-37 of the *Federal Courts Act*, RSC 1985, c F-7; and
- (f) Such further and other relief as this court may deem just.

### **III. FACTS**

#### **A. Overview**

3. Since 1995, Canada and the Provinces have jointly operated the Student Loan Program, which provides loans to Students to pursue post-secondary education. This program defines the Students' debt burden as a function of the amount of time they spend in school.
4. On average, Students with Permanent Disabilities take longer to finish their course of post-secondary education, and are more likely to need to study at part-time. The reasons for this disparity are caused, directly and indirectly, by their disabilities.
5. Since they spend more time to complete their post-secondary education, on average, Students with Permanent Disabilities incur more Student Debt than Students without Permanent Disabilities. This Excess Debt is not only a financial burden, but also forces many Students with Permanent Disabilities to abandon their studies, exacerbating stereotypes about the intellectual abilities of people with disabilities.
6. The Ontario Superior Court of Justice has held that failure to forgive all Excess Debt breaches section 15 of the *Charter*. Canada has not appealed that decision.

#### **B. The Student Loan Program**

7. The Student Loan Program provides loans for post-secondary education in each Province.
8. In each Province, the Student Loan Program is funded and administered jointly by Canada and that Province, such that the program is a single unified scheme for which both levels of government are fully responsible.



9. Each Student who seeks funds from the Student Loan Program applies jointly to Canada and their Province and signs an MSFAA with both Canada and the Province. Canada and the Province each assess the Student's needs, primarily using definitions established by federal legislation, and then provide funding as a function of that assessed need. The funds are provided to the Student concurrently, by an agent of both Canada and the Province.
10. Repayment is administered by Canada in British Columbia, Manitoba, New Brunswick, Newfoundland & Labrador, Ontario, and Saskatchewan. After the Grace Period (defined below) expires, all of the Student's loans are consolidated into a single repayment plan. The Student makes a single monthly payment to the NSLSC, an agent of Canada. The NSLSC then pays out those funds to Canada and the Province in proportion to the amounts respectively owing to Canada and the Province.
11. The terms for the Student Loans are defined in the Student Loan Rules. These include federal legislation, Harmonization Agreements between Canada and the Province, and the MSFAA between Canada, the Province, and the Student.
  - (i) ***Repayment Assistance***
12. Canada can directly forgive all or any part of the Student Debt owing to it, which represents roughly 70% of all Student Debt owing in Canada.
13. Additionally, Canada has unilaterally created Repayment Assistance programs that can cover both the Student Debt owing to it and the Student Debt owing to a Province.
  - (a) Under the Repayment Assistance Plan, the NSLSC can cover interest payments to both Canada and a Province.

- (b) Under the Repayment Assistance Plan for Borrowers with Disabilities, the NSLSC can cover both interest and principal payments to both Canada and a Province.
  - (c) Under the Severe and Permanent Disability Benefit, the NSLSC can waive all or part of the Student Debt owing to it and the Student Debt owing to the Province.
14. Canada is aware of the amount of Repayment Assistance provided by the Provinces. If it found that a Province's Repayment Assistance programs were inadequate, it could increase its own Repayment Assistance programs to compensate.

**(ii) Time in Study Structure**

15. The Student Loan Program operates on a "**Time in Study Structure**", meaning a Student's Student Debt increases with the amount of time it took that Student to complete, or attempt to complete their course of study.
- (a) The total amount of loans provided to a Student under the Student Loan Program is a function of the number of semesters it takes that Student to complete or attempt to complete their studies. Thus, if a Student spends more semesters in study, even at part time, they must borrow more, and thereby accrue more Student Debt.
  - (b) The rate of borrowing increases when a Student ceases to be a dependent, which is deemed to occur four years after they finish high school or two years after they enter the labour market. Thus, if a Student takes more than four years after the end of high school to complete their post-secondary studies, or must leave school to work for two years, they borrow more, and thereby accrue more Student Debt.

- (c) If a Student must drop a semester, they accrue Student Debt for both the semester that they had to drop and for the semester that they took to replace that semester.
  - (d) For 6 months after a Student leaves post-secondary education, interest does not accrue and repayment obligations are suspended (the “**Grace Period**”).
    - (i) The Grace Period begins to run if a Student withdraws, even if they intend to return to complete their course of study. Thus, if a Student must withdraw for a period longer than 6 months, interest will begin to accrue while they are still in the middle of their course of study.
    - (ii) In Nova Scotia, Ontario, and Saskatchewan, the Grace Period also begins to run if the Student drops below a minimum course load, even if they are still taking courses. Thus, if a Student must withdraw from a few courses for a period longer than 6 months, interest will begin to accrue while they are still taking courses towards their course of study.
16. Canada has not implemented any Repayment Assistance programs that would allow the forgiveness of debt due to withdrawal from courses or from a program for medical reasons.

C. **The Adverse Impacts on Students with Permanent Disabilities**

17. On average, Students with Permanent Disabilities take longer to complete their course of studies. While not all Students with Permanent Disabilities take longer, all members of the Class took longer for reasons directly or indirectly caused by their disabilities. The reasons include:

- (a) **Remedial Courses or Preparatory Years:** Some Students with Permanent Disabilities must take additional courses or preparatory years as a result of their Permanent Disabilities. For example, a Student with dyslexia might need to take a remedial course or semester in reading before starting other courses. By postponing other courses, these courses extend the length of these Students' courses of study.
  
- (b) **Alternative or Special Courses:** Some Students with Permanent Disabilities take alternative or special courses as a result of their Permanent Disabilities. For example, a post secondary institution may offer one program taught in American Sign Language, but that program extends over more semesters than a comparable inaccessible program. Alternatively, accommodating supports may be offered intermittently, requiring Students with Permanent Disabilities to postpone other courses and extend the length of their course of study.
  
- (c) **Withdrawal Due to Illness or Time to Recover:** Some Students with Permanent Disabilities may be unable to perform their academic work for stretches of time. For example, a Student with epilepsy, schizophrenia, psychosis, or Crohn's disease might have to stop working during an episode or flare up. A Student with carpal tunnel syndrome, arthritis, or chronic pain may have to take breaks after physical exertion. A Student with chronic fatigue syndrome, an intellectual disability, or an acquired brain injury might have to take breaks after mental exertion. These Students may need to take fewer courses per semester so that they have time to take these breaks, extending the length of their course of study. Alternatively, a Student may, due to illness, be forced to withdraw without completing the semester. The

Student's failure to successfully complete the semester means that they must repeat it, extending the length of their course of study.

- (d) **Time to Access Supports:** Some Students with Permanent Disabilities may require supports for their disabilities which require them to spend more time on coursework. For example, a deaf or blind Student might need to wait to study or start assignments until course materials are provided to them in a format they can understand. This is exacerbated by any limits on the interpreter's availability, or if the interpreter needs prep time to understand technical jargon. These delays may require that Student to take fewer courses per semester, extending the length of their course of study.
- (e) **Administrative Delays in Getting Supports:** Some Students with Permanent Disabilities who need supports must obtain those supports before starting classes. The institutions they attend may take a while to approve or implement those supports, requiring those Students to delay courses, which extends the length of their course of study.
- (f) **Cost of Supports:** Some Students with Permanent Disabilities who need supports must work part time – while remaining full-time Students for purposes of the Student Loan Program – to pay for those supports. This takes time away from their studies, so those Students cannot take as many courses per semester, extending the length of their course of study.

(g) **Effects of Failure to Get Supports:** Some Students with Permanent Disabilities who need supports do not get those supports, and therefore fail a class and must take it again. This extends the length of their course of study.

18. Thus, on average, Students with Permanent Disabilities end up with more Student Debt than similarly-situated Students without Permanent Disabilities.

19. In some cases, the Excess Debt forces Students with Permanent Disabilities to withdraw from their course of study before they are finished, which simultaneously accelerates the repayment schedule and leaves them without the academic credential which would have allowed them to earn enough to repay their Student Debt. If these Students decide to return to their course of study, the cost of doing so after the pause is likely to be higher due to inflation.

20. In some cases, Students with Permanent Disabilities must take more classes than they are physically, mentally, or emotionally able to bear simply to extend the Grace Period. This can adversely affect their academic performance or their health, and even exacerbate their disabilities.

21. Collectively, the impacts described above in paragraphs 18-20 are the “**Adverse Effects**”.

**D. The Adverse Effects Reinforce Existing Disadvantages**

22. People with Permanent Disabilities experience six relevant existing disadvantages.

- (a) **Intelligence Stereotypes:** People with Permanent Disabilities face stigma because of the stereotype that they are not as smart as people without Permanent Disabilities.
- (b) **Lower Educational Attainment:** On average, people with Permanent Disabilities have lower levels of educational attainment than people without Permanent Disabilities, and their rate of educational attainment is in decline.
- (c) **Higher Cost of Education:** In addition to the costs of disability supports, some Students with Permanent Disabilities may need to attend specialized educational institutions for their own disabilities, which are more expensive. For example, deaf Students cannot get the same level of accommodation at a Canadian university as they can get at Gallaudet University, in the United States, which is more expensive.
- (d) **Non-Eligibility for Scholarships:** Many scholarships, bursaries, and awards are only available to students in full-time education. As discussed above, some Students with Permanent Disabilities cannot pursue full-time studies due to their disabilities.
- (e) **Lower Employment and Salaries:** In part due to lower educational attainment, on average, people with Permanent Disabilities are less likely to be employed, and have lower salaries when they are employed, than people without Permanent Disabilities.
- (f) **Less Lifetime Wealth:** In part due to the higher cost of education, non-eligibility for bursaries, and lower employment and salaries, on average, people with

Permanent Disabilities have less lifetime wealth than people without Permanent Disabilities.

23. The Adverse Effects imposed on Students by the Student Loan Program reinforces these disadvantages, increasing the headwinds faced by disabled people.
  - (a) The Excess Debt reinforces higher costs of education and lower lifetime wealth.
  - (b) The fact that Excess Debt prevents some Students with Permanent Disabilities from completing their studies prevents those Students from using academic credentials to counter intelligence stereotypes and exacerbates lower employment and salaries. It also reduces their visibility in student bodies at educational institutions. In turn, all of these effects reinforce intelligence stereotypes.
  - (c) Some Students with Permanent Disabilities must over-extend themselves to avoid Excess Debt, resulting in lower academic performance. That reinforces intelligence stereotypes, limits the degree to which those Students can use their academic credentials to counter intelligence stereotypes, and reinforces lower employment and income.
  - (d) Some Students with Permanent Disabilities must over-extend themselves to avoid Excess Debt, resulting in further health consequences and further medical costs to treat those health consequences. That reinforces less lifetime wealth.



**E. The Experience of Jasmin Simpson and the Simpson Decision**

24. Jasmin Simpson, a Student with a Permanent Disability, experienced many of the issues described above. Ms. Simpson is deaf.
  
25. She started studying at Gallaudet University in 1999 using loans she obtained from CSLP and OSAP. In February 2001, her Lupus flared up and she was hospitalized. She had to withdraw and return to Ontario for medical care. OSAP refused to provide funds to cover her outstanding balance on withdrawal, so she was not permitted to return to her studies. Her Grace Period expired, putting additional financial strain on her. Eventually, she managed to negotiate her readmission, get further OSAP loans, and finish her course of study. However, she still ended up with Excess Debt in the form of:
  - (a) The amount she borrowed to pay for the semester from which she had to withdraw;
  - (b) The amount she borrowed as a result of enrolling for additional periods of study for a preparatory year and a special program at Gallaudet designed to accommodate her disability;
  - (c) The amount she borrowed to pay for additional academic periods of study in which she had to enroll due to her disability;
  - (d) Interest she accrued after the Grace Period expired prematurely; and
  - (e) The time value of money for the payments she had to make after the Grace Period expired prematurely.

26. Ms. Simpson sued Canada and Her Majesty the Queen in right of Ontario for breach of section 15 of the *Charter* in respect of this Excess Debt, resulting in the Simpson Decision.
27. In the Simpson Decision, the Ontario Superior Court of Justice held that:
  - (a) The Time in Study Structure breaches section 15 of the *Charter* unless Repayment Assistance programs forgive all Excess Debt;
  - (b) This breach cannot be saved under section 1 of the *Charter* because there is a less impairing alternative: forgiving all Excess Debt;
  - (c) By choosing to use the Time in Study Structure, Canada has subjected itself to the constitutional constraint that it operate Repayment Assistance programs to forgive all Excess Debt; and
  - (d) By failing to forgive all of Ms. Simpson's Excess Debt, Canada breached section 15 of the *Charter* in a manner that cannot be justified under section 1, such that Ms. Simpson is entitled to reimbursement of the payments she made on account of her Excess Debt and does not have to repay any amount of the Excess Debt owing, pursuant to section 24 of the *Charter*.
28. Canada did not appeal the Simpson Decision. It is therefore bound by the conclusions listed above in paragraphs 27(a)-(c) with respect to the Student Loan Program when it uses a Time in Study Structure.

F. **The Experience of Jenny Ferris**

29. Jenny Ferris was residing in the Yukon at the time she commenced her post-secondary education. She is blind and was recognized as a student with a disability by the CSLP.
30. Ms. Ferris is the first blind person to graduate from a public high school in the Yukon. She succeeded because she always had access to accessible textbooks – written in braille – at the same time as everyone else in her classes received their textbooks.

*(i) Yukon College*

31. In September 1993, Ms. Ferris started a program of study at the Yukon College that would lead to an undergraduate degree. However, at the start of the semester, there were no accessible textbooks. Instead, she had to purchase regular textbooks, ship them to the University of British Columbia, and have someone read them onto audio cassettes. The audio cassettes only arrived shortly before her final exams. Both the delay in getting materials and the fact that they were in a less accessible format made it impossible for her to catch up. She failed every course in her 2 semesters at Yukon College.

*(ii) Malaspina College*

32. In April 1994, Ms. Ferris concluded that she would not be accommodated by the Yukon College. Thus, she withdrew without obtaining any credits, and in January 1995, enrolled at Malaspina College in British Columbia.
33. She still did not have access to accessible textbooks, but some of her colleagues were paid to read aloud from the textbooks, allowing her to take notes at the same pace as the class. Later in the semester, she received audio cassettes of the textbooks. This was better than

her experience at Yukon College. She passed every course she took in her 5 semesters at Malaspina College.

34. But the materials were still in a less accessible form than she required. Due to her disability, she needed to study at a reduced course load. Specifically, by the end of her time at Malapsina College, she had 19.50 transfer credits, equivalent to approximately 3 semesters.

***(iii) Bachelor's at University of Victoria***

35. In September 1997, Ms. Ferris concluded that she would only be partially accommodated at Malaspina College. Thus, she transferred to the University of Victoria.
36. At the University of Victoria, Ms. Ferris was able to obtain electronic versions of her textbooks, which she could print into braille. Still, due to her disability, she was only able to study at a reduced course load, of two to three courses per semester.
37. In 2001, Ms. Ferris graduated with a Bachelor of Arts in Psychology.
38. By the time that Ms. Ferris obtained her Bachelor of Arts, she had taken 18 semesters of post secondary education, broken own as 2 semesters at Yukon College, 5 semesters at Malapsina College, and 11 semesters at the University of Victoria. She received a Yukon Grant for 10 semesters.
39. But for her disability, Ms. Ferris would have completed her degree in 8 semesters, all of which would have been covered by the Yukon grant (with 2 semesters of coverage left). She would have incurred no Student Debt on account of her undergraduate education. Thus,

all of the Student Debt she incurred on account of her undergraduate education, and all interest thereon, is Excess Debt.

*(iv) Master's at University of Victoria*

40. In 2001, Ms. Ferris enrolled in a Master's in Public Administration at the University of Victoria. Due to her disability, she needed to study at a reduced academic course load. Specifically, she took 1 course per academic semester in all but 1 semester. Additionally, she was enrolled full time in a work term and worked on her thesis for 5 semesters.
41. In 2009, Ms. Ferris graduated with a Master's in Public Administration.
42. By the time that Ms. Ferris obtained her Master's in Public Administration, she had taken 17 semesters of graduate education.
43. But for her disability, Ms. Ferris would have completed her degree in 6 semesters, 2 of which would have been covered by the Yukon grant. Thus, 13 semesters' worth of Student Debt, and all interest thereon, is Excess Debt.
44. Additionally, multiple times during the course of her graduate education, Ms. Ferris had to take breaks from her course of study to work due to her disability. This included breaks to address fatigue and exhaustion caused by her disability, and to work full-time to pay off Excess Debt on account of her undergraduate education. During the breaks longer than 6 months – from September 2001 to September 2002, and again from May 2007 to September 2008 – interest accumulated. This interest was Excess Debt.

**(v) Repayment Process**

45. On June 30, 2010, Ms. Ferris began repaying her Student Loans.
46. In October 2010, Ms. Ferris applied for debt forgiveness. The application was denied.
47. Ms. Ferris is still repaying her Student Loans to this day.

**IV. CAUSE OF ACTION**

48. As described above at paragraphs 7-14, Canada funds, operates, and is responsible and liable for the operation of the Student Loan Program and Repayment Assistance programs.
49. As described above at paragraphs 15-16, the Student Loan Program operates on a Time in Study Structure. The Repayment Assistance programs are not designed to, nor do they fully forgive Excess Debt, and, as a result, they violate section 15 of the *Charter*. This violation cannot be saved by section 1 of the *Charter*.
50. In particular, as described above at paragraphs 17-23, the Student Loan Program causes all members of the Class to suffer the Adverse Effects. The Adverse Effects reinforce existing stereotypes and other disadvantages faced by people with disabilities, creating headwinds for them. Failure to forgive Excess Debt constitutes an absence of accommodation for the fact that Students with disabilities may require more time to finish their course of study, or may only be able to study part-time, due to their disabilities. This is discrimination on the basis of mental and physical disability, an enumerated ground.

**V. DAMAGES**

51. As a result of the conduct described above, the Class suffered damages. These included:

- (a) Payment of or an obligation to pay all Excess Debt, including but not limited to:
  - (i) The difference between the amount they borrowed and the amount they would have had to borrow if their Permanent Disability had not prevented them from slowing down their course of study;
  - (ii) The time value of money for payments accelerated because a Grace Period expired before they had completed their course of study;
  - (iii) Any penalties imposed for failing to pay the amounts in (i) and (ii); and
  - (iv) Any interest accrued on the amounts in (i), (ii), or (iii);
- (b) Increased financial pressure to drop out of their course of study;
- (c) As a result of (b), continuing and worsening stereotypes about their intellectual abilities; and
- (d) As a result of (b) and (c), lower employment rates, salaries, and lifetime wealth.

52. Pursuant to section 24(1) of the *Charter*, the Class is entitled to:

- (a) Pecuniary damages in the amount described in paragraph 51(a); and
- (b) General damages in respect of the harms described in paragraphs 51(b)-(d) above.

## **VI. OTHER**

53. This is an appropriate case to calculate damages on an aggregate basis using statistical evidence pursuant to rules 334.28 of the *Federal Court Rules*, SOR/98-106.

54. The plaintiff proposes that this action be tried in Toronto.

*(Date of issue)*

**SOTOS LLP**

180 Dundas Street West, Suite 1200  
Toronto ON M5G 1Z8

Louis Sokolov (LSO # 34483L)

lsokolov@sotos.ca

Adil Abdulla (LSO # 82095E)

aabdulla@sotos.ca

Tel: (416) 977-0007

Fax: (416) 977-0717

**ROSS & MCBRIDE LLP**

205 Richmond St. W.  
Toronto, ON M5V 1V3

David Baker (LSO # 17674M)

dbaker@bakerlaw.ca

Wade Poziomka (LSO # 59696T)

wpoziomka@rossmcbride.com

Tel: (416) 533-0040

Fax: (416) 533-0050

**Hāki Chambers Global**

c/o Sujit Choudhry Professional Corporation  
319 Sunnyside Avenue  
Toronto, ON M6R 2R3

Sujit Choudhry (LSO # 45011E)

sujit.choudhry@hakichambers.com

Tel: (416) 436-3679

Lawyers for the plaintiff



**JENNY FERRIS**  
**Plaintiff**

-and-

**ATTORNEY GENERAL OF CANADA**  
**Defendant**

**Court File No.**

---

**FEDERAL COURT**  
PROCEEDING COMMENCED AT TORONTO

---

**STATEMENT OF CLAIM**

---

**SOTOS LLP**

180 Dundas Street West, Suite 1200  
Toronto ON M5G 1Z8

Louis Sokolov (LSO # 34483L)

lsokolov@sotos.ca

Adil Abdulla (LSO # 82095E)

aabdulla@sotos.ca

Tel: (416) 977-0007

**ROSS & MCBRIDE LLP**

205 Richmond St. W.  
Toronto, ON M5V 1V3

David Baker (LSO # 17674M)

dbaker@bakerlaw.ca

Wade Poziomka (LSO # 59696T)

wpoziomka@rossmcbride.com

Tel: (416) 533-0040

Fax: (416) 533-0050

**Hāki Chambers Global**

c/o Sujit Choudhry Professional Corporation  
319 Sunnyside Avenue  
Toronto, ON M6R 2R3

Sujit Choudhry (LSO # 45011E)

sujit.choudhry@hakichambers.com

Tel: (416) 436-3679

Lawyers for the plaintiff