



Court File No.

**ONTARIO
SUPERIOR COURT OF JUSTICE**

B E T W E E N:

WANDA GOODMAN

Plaintiff

and

**WALTER LLEWELLYN SHEPPARD and NEAR NORTH DISTRICT
SCHOOL BOARD**

Defendants

Proceeding under the *Class Proceedings Act, 1992*

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 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's 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 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.

IF YOU PAY THE PLAINTIFFS' CLAIM, and \$10,000 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 plaintiffs' claim and \$400.00 for costs and have the costs assessed by the court.

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 _____
Local Registrar

Address of Superior Court of Justice
court office: 330 University Ave.
Toronto, Ontario M5G 1R7

TO: **Walter Llewellyn Sheppard**
14 Edwin Street,
Lindsay, ON K9V 5L3

AND TO: **Near North District School Board**
963 Airport Road
P.O. Box 3110
North Bay, ON P1B 8H1

CLAIM

1. The plaintiff claims on her own behalf and on behalf of the other Class Members as against the defendants, Walter Llewellyn Sheppard and the Near North District School Board:¹

- (a) an order certifying this action as a class proceeding pursuant to the *Class Proceedings Act, 1992*, S.O. 1992, c. 6 (the “**CPA**”);
- (b) an order defining the Class as set out in paragraph 6;
- (c) an order appointing the plaintiff as representative plaintiff on behalf of the Class pursuant to the *CPA*;
- (d) \$40 million in general damages to the Class, or such other amount as may be provided before trial;
- (e) \$60 million in special damages to the Class, or such other amount as may be provided before trial;
- (f) \$10 million in punitive damages to the Class;
- (g) costs of providing notice to the Class Members in respect of this action, including applicable taxes;
- (h) costs of distributing the proceeds of any judgment and/or order to the Class Members, including applicable taxes;

¹ Capitalized terms not defined in paragraph 1 are defined below.

- (i) an order, if necessary, directing the process for determination of individual issues;
- (j) pre-judgment and post-judgment interest at the rate provided under the *Courts of Justice Act*, R.S.O. 1990, c. C.43 (the "**CJA**");
- (k) costs of this action; and
- (l) such further and other relief as this Court considers just.

A. The Parties

2. The Plaintiff, Wanda Goodman (née Winget), is an individual residing in Toronto, Ontario. She attended Chippewa Secondary School in North Bay, Ontario from 1979 to 1982.

3. The Defendant, the Near North District School Board, is an English-language public district school board operating pursuant to the *Education Act*, R.S.O. 1990, c. E.2, as amended (the "**Education Act**").

4. At all material times, the Near North District School Board and/or its predecessors (collectively, the "**NNDSB**") have operated, administered, and supervised Chippewa Secondary School and have been responsible for the safety, education, and care of students attending Chippewa Secondary School from Grades 9-13 (when applicable) *in loco parentis*.

5. At all material times, Walter Llewellyn Sheppard was employed by the NNDSB as a music teacher at Chippewa Secondary School.

B. The Class

6. Wanda brings this action on her own behalf and on behalf of all individuals who attended Chippewa Secondary School and who were sexually abused by Sheppard between 1966 to 1989 (the “**Class**” or “**Class Members**”).

C. Factual Background

1. Wanda Goodman’s experience at Chippewa Secondary School

7. Wanda enrolled at Chippewa Secondary School in 1979 at the age of 14. In her first term at Chippewa Secondary School, she was a student in Sheppard’s class.

8. Wanda’s first sexual experience was being raped by Sheppard.

9. As described below, Wanda endured over three years of sexual abuse by Sheppard, including unwanted kissing, sexual touching, forced oral sex, and vaginal and anal rape. She was sexually abused during music class, at a school concert, in his car, at his home, and during a school-sanctioned band trip.

10. Sheppard’s sexual abuse continued when Wanda moved from North Bay to Brampton at the end of Grade 11 in 1982 and only ended part way through Grade 12.

(a) How Sheppard groomed Wanda

11. Wanda was one of several students enrolled in Sheppard’s music class. She played the clarinet.

12. Almost immediately after starting music class, at age 14, Sheppard began singling her out for special attention during and outside of class, and offered to help her with her

other courses. He used his position as a teacher to take advantage of her vulnerability and cultivate an inappropriate relationship with her.

13. Later that fall, Sheppard asked Wanda to join the school's concert band, which met every Wednesday evening at approximately 7 p.m.

14. Sheppard was the only music teacher at Chippewa Secondary School and oversaw the concert band's practices. Sheppard offered to bring Wanda dinner and drive her home after practices, which he did in fact do each week until 1982, when Wanda left Chippewa Secondary School.

(b) Abuse during class and/or on school premises

15. Sheppard first initiated sexual contact with Wanda in December 1979, when he kissed her in his office after the Chippewa Secondary School's annual Christmas concert.

16. Shortly afterwards, during class, Sheppard directed Wanda to join him in a side room and forcibly raped her.

17. The music classroom where Sheppard taught had a corridor that led to his office, and then a furnace room at the end of the corridor. Neither the office nor the furnace room had windows and both had doors with locks.

18. When Wanda entered the furnace room, Sheppard undid her jeans, bent her over a table, and penetrated her from behind. While doing so, he ripped the zipper on her jeans. Wanda left when the bell rang and was late to French class as a result.

19. Thereafter, during class, Sheppard regularly gave Wanda a look which she understood meant that she had to put down her clarinet, leave the music room, walk down the hallway to the furnace room, and wait for Sheppard to arrive. During these encounters, Sheppard kissed her, touched her sexually, forced her to perform oral sex on him, and forced her to participate in penetrative sex.

20. Sheppard preyed on Wanda one to five times per week while she attended Chippewa Secondary School. He frequently left his classroom unsupervised while he abused Wanda and other members of the Student Class who Wanda observed going into the hallway.

(c) Other instances of abuse

21. The abuse continued in Sheppard's car when he drove her home from band practice, and at his home in Callandar where Sheppard occasionally brought Wanda. There, he forced Wanda to dress up in his wife's lingerie and took photos of her while fully or partially unclothed, which he hid in the ceiling tiles in his office at Chippewa Secondary School.

22. Sheppard sexually abused Wanda and other Class Members during a school-sanctioned, overnight concert band trip to Toronto while Wanda was in Grade 10. Sheppard organized and supervised the trip, which students attended without their parents.

23. On or about May 31, 1982, Wanda moved to Brampton with her family and left Chippewa Secondary School after she completed Grade 11. Sheppard continued abusing her.

24. For approximately one year, Sheppard phoned Wanda at home and drove to the Greater Toronto Area most weeks to visit her. Each time Sheppard visited, he rented a hotel room at the Constellation Hotel near the airport, at which he sexually abused Wanda.

2. The NNDSB knew or ought to have known that Sheppard was sexually abusing students

25. While an employee of the NNDSB for over two decades, Sheppard was a serial predator who preyed on the students in his care.

26. The fact that Sheppard was sexually abusing students was well known among students, staff, and in the community. For example, the school's caretaker walked in on Sheppard abusing students on multiple occasions.

27. Moreover, at least two complainants reported that Sheppard was engaging in sexual harassment and/or sexual abuse to the principal of the school by in or around 1970.

28. The NNDSB knew or ought to have known that Sheppard was abusing students in his care, and/or remained wilfully blind to his activities. However, the NNDSB did not take reasonable and appropriate steps to prevent the harm suffered by the Student Class.

29. For example, the NNDSB never:

- (a) adequately screened its employees' suitability for employment in a school;

- (b) established any or adequate protocols, policies, and regulations with respect to appropriate standards of conduct, supervision, and control of its employees;
- (c) investigated Sheppard's behaviour;
- (d) took adequate steps to ensure the safety of students, including the Class Members, who were vulnerable to Sheppard's advances and assaults;
- (e) took adequate steps to protect the Class Members;
- (f) took reasonable and appropriate steps to remove Sheppard from a position in which he was a danger to the Class Members;
- (g) consulted with available experts or witnesses who could have assisted in preventing the abuse of the Class Members;
- (h) disciplined Sheppard for abusing the Class Members, removed him from his duties, reported him to the relevant authorities, or warned students and their legal guardians about his behaviour;
- (i) took steps to hire, train, and supervise employees effectively to treat and manage children who have survived sexual assaults by their teacher;
- (j) exercised the degree of skill, knowledge, and diligence which it ought to have possessed and exercised in respect of the supervision of its employee and his dealings with minors;

- (k) monitored its employee with respect to the sufficiency of the care and direction provided to students;
- (l) removed its employee from a position in which he was a danger to students;
or
- (m) offered counselling or any other appropriate supports to Class Members while they attended Chippewa Secondary School or afterwards.

3. Sheppard pleads guilty to abusing members of the Student Class

30. In 1989, Sheppard was arrested and charged with sexually abusing students at Chippewa Secondary School. A community member had discovered one of his videotapes of his sexual encounters.

31. Sheppard has pleaded guilty to various charges, including assault and indecent assault, in relation to at least 19 students at Chippewa Secondary School, including Wanda.

D. The Defendants are Liable to the Class

1. Sheppard's liability

(a) Sexual assault and battery

32. Sheppard is liable to the Class for sexual assault and battery:

- (a) Sheppard was in a position of trust and authority in relation to the Class Members;

- (b) He repeatedly and intentionally engaged in and threatened to engage in imminent physical contact of a sexual nature that invaded the bodily integrity of the Class Members;
- (c) At law, Wanda and the other Class Members did not invite, want, or consent to the sexual touching; and
- (d) No reasonable person in Sheppard's position with knowledge of the circumstances would have thought that the Class Members consented or were capable of consenting to the sexual activity.

(b) Breach of fiduciary duty

- 33. As their teacher, Sheppard was in a fiduciary relationship with the Class Members.
- 34. In any event:
 - (a) He had power over the Class Members as their teacher, band leader, and pursuant to his statutory authority to evaluate and discipline his students under the *Education Act* and its predecessor statutes and/or associated regulations;
 - (b) He had the ability to exercise his power to affect the interests of the Class Members; and
 - (c) The Class Members were vulnerable to and at the mercy of Sheppard given their age and status.

35. Sheppard had an obligation to act in the best interests of the Class Members. Engaging in sexual activity with and taking photos and/or videos of the Class Members for his own gratification was contrary to their best interests and caused them lasting harm.

2. The NNDSB's liability

36. The NNDSB is vicariously liable to the Class and is also liable for systemic negligence, breach of fiduciary duty, and as an occupier.

(a) The NNDSB is vicariously liable to the Class

37. The NNDSB is vicariously liable for the actions of Sheppard as its employee, as well as the negligence of its teachers, principals, vice principals, and superintendents who had an obligation to supervise Sheppard and prevent him from sexually abusing Class Members.

38. As described above and below, the NNDSB gave Sheppard significant opportunities to abuse his power by virtue of his position as a teacher and band leader.

39. Through his employment, Sheppard had unfettered access to his students during classes, extracurricular activities, and school-sanctioned trips. Sheppard abused Class Members in the course of his employment during classes, on school premises, and during school-sanctioned excursions.

40. Further, NNDSB's practices and policies (or lack thereof) materially increased the risk that Sheppard would abuse his authority and sexually assault the students in his care. Among other things:

(a) Sheppard was an employee of the NNDSB;

- (b) The NNDSB gave Sheppard power and authority over his students, including the power to direct and discipline students;
- (c) Sheppard used his authority as a teacher to direct Class Members to wait for him in his office or in the furnace room, where he carried out much of the abuse;
- (d) The NNDSB allowed Sheppard to meet with students individually behind closed doors;
- (e) The NNDSB provided Sheppard with a conveniently located and private space to abuse students;
- (f) The NNDSB allowed Sheppard to take students on overnight trips without their legal guardians and without adequate supervision;
- (g) The NNDSB scheduled extracurricular activities at hours when students had limited transportation options;
- (h) The NNDSB allowed Sheppard to transport students individually to and from school and to and from school-sanctioned events in his own car;
- (i) The Class Members were vulnerable to the wrongful exercise of his authority as their teacher;
- (j) The NNDSB's policies and practices were otherwise inadequate to prevent grooming and other sexual abuse; and

(k) Such further and other particulars as may be provided prior to trial.

(b) Negligence

41. The NNDSB owed a duty of care to the Class Members to protect them from an unreasonable risk of harm at the hands of other members of the school community, including its own employees.

42. Among other things, the NNDSB owed the Class Members a duty to:

- (a) supervise its employees properly, effectively, reasonably, and in good faith;
- (b) use reasonable care to ensure the safety, well-being, and protection of students;
- (c) set and/or implement standards of conduct for its employees to ensure that no employee would endanger the health or well-being of any student or person;
- (d) pursue and investigate complaints and suspicions of physical or sexual abuse diligently, reasonably, and in good faith;
- (e) take any and all reasonable steps to prevent and end physical or sexual abuse upon learning about or becoming suspicious of any incidents;
- (f) investigate (and not ignore) rumours of sexual impropriety by staff at Chippewa Secondary School, including Sheppard;
- (g) report conduct which may be contrary to the *Criminal Code* to appropriate law enforcement and other agencies; and

- (h) offer appropriate treatment and support to students upon learning that they had been abused.

43. The NNDSB did not discharge its duties in a manner that was consistent with the obligations of a party standing *in loco parentis* to an individual under its care or control.

44. The NNDSB failed to warn Class Members and/or their parents or take steps to prevent Sheppard from preying on Class Members despite the fact that it knew and/or ought to have known about his activities, in breach of its duties owed to Class Members.

45. Further, and/or in the alternative, the NNDSB fell below the standard of care by failing to recognize the risk of sexual abuse at Chippewa Secondary School and take steps to respond to and prevent sexual abuse. Among other things, the NNDSB:

- (a) failed to screen or vet its employees upon hiring, including through criminal background or reference checks;
- (b) failed to supervise and monitor Sheppard adequately or at all, including during school hours;
- (c) failed to inquire into the reasons why Sheppard frequently left his classroom unsupervised;
- (d) provided Sheppard with a conveniently located and private space;
- (e) scheduled or permitted the scheduling of extracurricular activities at hours when students had limited transportation options;

- (f) failed to supervise and monitor Sheppard adequately or at all during extracurricular activities;
- (g) failed to implement policies:
 - (i) prohibiting teachers from engaging in physical contact with students;
 - (ii) prohibiting teachers from driving students to and from their homes individually and in their own vehicles;
 - (iii) prohibiting teachers from meeting with students individually behind closed doors out of view of other students or teaching staff; and
 - (iv) prohibiting teachers from inviting students to their own homes;
- (h) allowed Sheppard to take students on overnight trips without their legal guardians and without adequate supervision;
- (i) failed to train staff on appropriate professional boundaries and to identify, prevent, and stop inappropriate interactions with students;
- (j) failed to implement adequate policies for staff and students to report potential abuse of or harm to students, and educate students on how to report potential abuse or harm to students;
- (k) created and/or permitted a culture to develop in which teaching staff felt at liberty to take advantage of students;

- (l) failed to pursue, investigate, and report complaints and/or suspicions of physical, sexual or psychological abuse with due diligence;
- (m) failed to prevent and/or take any action, and/or remained wilfully blind to, Sheppard's sexual abuse;
- (n) failed to provide adequate care for students that it knew or ought to have known were abused by Sheppard; and
- (o) such further and other grounds as may be provided prior to trial.

46. The Class Members suffered foreseeable damages as a result of the NNDSB's negligence.

47. Had the NNDSB discharged its duties toward the Class Members, Sheppard would have been terminated, reported to the authorities, and/or barred from interacting with students. He would not have been able to abuse the Class Members.

(c) Occupiers' liability

48. The NNDSB was an "occupier" of Chippewa Secondary School at common law and within the meaning of the *Occupiers' Liability Act*, R.S.O. 1990, c. O.2 (the "**OLA**").

49. The NNDSB owed common law duties and statutory duties under the *OLA* to take reasonable care to ensure that the Class Members were reasonably safe while on the premises of Chippewa Secondary School and to prevent foreseeable harm to them.

50. The NNDSB breached its duties owed to the Class Members:

- (a) Class Members were invitees on the premises;

- (b) The NNDSB knew or ought to have known that Sheppard posed an unusual danger to students in his care;
- (c) The NNDSB failed to take reasonable steps to warn Class Members and/or prevent harm to Class Members; and
- (d) The harm to the Class Members was reasonably foreseeable.

(d) Breach of fiduciary duty

51. Like Sheppard, the NNDSB stood in a fiduciary relationship with the Class:

- (a) The NNDSB enjoys a position of overriding power and influence over its students;
- (b) The NNDSB had the ability to exercise its power to affect the interests of the Class Members; and
- (c) The Class Members were vulnerable to and at the mercy of the NNDSB given their age and status.

52. The NNDSB owed a fiduciary duty to the Class to ensure that reasonable care was taken of them both physically and emotionally and that they were protected from physical and sexual abuse.

53. The NNDSB breached its fiduciary duties to the Class. Among other things, the NNDSB:

- (a) knew and/or ought to have known about the abuse suffered by the Class Members and/or were wilfully blind to the actions of its employee;

- (b) did not adopt, implement, operationalize, and/or enforce adequate policies and practices to prevent sexual abuse;
- (c) failed to discipline Sheppard and/or allowed him to continue teaching at Chippewa Secondary School;
- (d) failed to investigate or report Sheppard's inappropriate behaviour toward the Class;
- (e) failed to support the Class Members adequately or at all; and
- (f) otherwise put its own interests, and those of its employees, agents, and other persons under its supervision ahead of the interests of the Class.

E. Damages Suffered by the Class

54. The NNDSB knew or ought to have known that the Class Members would, did, and continue to suffer immediate and long-term physical, mental, emotional, and psychological harm as a consequence of its operation, care, and control of Chippewa Secondary School in breach of its duties.

55. Class Members were traumatized by their experiences at Chippewa Secondary School. Because of the Defendants' breaches and tortious acts, the Class Members suffered and/or continue to suffer from, among other things:

- (a) emotional, physical, and psychological harm;
- (b) damage to their mental and emotional health and well-being;
- (c) depression, anxiety, emotional distress, and mental anguish;

- (d) diminished self-esteem and self-worth;
- (e) a diminished ability to complete formal education and/or obtain and sustain employment, resulting in either lost or reduced income and ongoing loss of income;
- (f) feelings of shame, self-blame, guilt, embarrassment, and dread;
- (g) difficulty in developing healthy and meaningful social, intimate, spousal, and family relationships;
- (h) a diminished ability to enjoy and participate in recreational, social, and employment activities; and
- (i) such further and other damages as may be provided prior to trial.

56. As a result of these injuries, the Class Members have required and will continue to require medical treatment, rehabilitation, counselling, and other care.

57. The damages suffered by the Class Members include:

- (a) physical and psychological pain, suffering, and humiliation;
- (b) lost past and future earning potential;
- (c) loss of interdependent relationships;
- (d) past and future therapy and healthcare costs;
- (e) past and future housekeeping, and other costs; and

(f) other damages, to be particularized prior to trial.

F. Punitive Damages

58. The NNDSB is liable for punitive damages.

59. The NNDSB's conduct was a marked departure from ordinary standards of decent behaviour.

60. Among other things, the NNDSB was callously indifferent to the interests, safety, and well-being of the Class and failed to take all reasonable and necessary steps to protect them from Sheppard's predations.

61. Despite the convictions of Sheppard for sexually abusing students, the NNDSB failed to apologize or take steps to remedy the harm suffered by the Class.

62. Punitive damages are required to further the objectives of denunciation and deterrence.

G. Legislation and place of trial

63. The plaintiff and the other Class Members plead and rely on:

(m) the *CPA*, as amended;

(n) the *CJA*, as amended;

(o) the *Education Act*, RSO 1980, c 129, as amended, and its successor and predecessor statutes;

(p) the *OLA*, as amended;

- (q) the *Negligence Act*, R.S.O. 1990, c. N.1;
- (r) the *Victims' Bill of Rights, 1995*, S.O. 1995, c. 6; and
- (s) any other applicable legislation and/or regulations as may be disclosed prior to trial.

64. The plaintiff proposes that this action be tried in the City of Toronto.

October 7, 2024

**PALIARE ROLAND ROSENBERG
ROTHSTEIN LLP**

155 Wellington Street West
35th Floor
Toronto ON M5V 3H1

Gordon Capern (LSO # 32169H)

Tel: 416.646.4311

gordon.capern@paliareroland.com

Paul Davis (LSO # 65471L)

Tel: 416.646.6311

paul.davis@paliareroland.com

Catherine Fan (LSO # 77641P)

Tel: 416.646.6315

catherine.fan@paliareroland.com

Lawyers for the Plaintiff

Wanda Goodman

-and-

**Walter Llewellyn Sheppard and Near North
District School Board**

Plaintiff

Defendants

**ONTARIO
SUPERIOR COURT OF JUSTICE**

PROCEEDING COMMENCED AT
TORONTO

STATEMENT OF CLAIM

PALIARE ROLAND ROSENBERG ROTHSTEIN LLP
155 Wellington Street West
35th Floor
Toronto ON M5V 3H1

Gordon Capern (LSO # 32169H)
Tel: 416.646.4311
gordon.capern@paliareroland.com

Paul Davis (LSO # 65471L)
Tel: 416.646.6311
paul.davis@paliareroland.com

Catherine Fan (LSO # 77641P)
Tel: 416.646.6315
catherine.fan@paliareroland.com

Lawyers for the Plaintiff