

**ONTARIO  
SUPERIOR COURT OF JUSTICE**

B E T W E E N:

STEVEN SINGER

Plaintiff

and

IMPACT CLEANING SERVICES LTD.

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 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 PLAINTIFF'S CLAIM, and \$600.00 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 for costs and have the costs assessed by the court.

Date: April 20, 2009

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

Local registrar  
Address of court office:  
601 Rossland Road East,  
Whitby, Ontario  
L1N 9G7

TO: Impact Cleaning Services Ltd.  
21 Goodrich Road, Unit 8  
Etobicoke, Ontario  
M8Z 6A3

THIS ACTION IS BROUGHT AGAINST YOU UNDER THE SIMPLIFIED PROCEDURE PROVIDED IN RULE 76 OF THE RULES OF CIVIL PROCEDURE.

### CLAIM

1. The plaintiff, Steven Singer, claims as against the defendant, Impact Cleaning Services Ltd. (“Impact”):
  - a) Damages, in the amount of \$23,300.
  - b) A declaration that Impact contravened the *Employment Standards Act, 2000*, S.O. 2000, c. 41.
  - c) Pre-judgment interest from June 21, 2003 and post-judgment interest pursuant to the *Courts of Justice Act*, R.S.O. 1990, c. 43 as am.
  - d) Costs of this action.
  - e) Such further and other relief as counsel may advise and this Honourable Court deems appropriate.
2. The plaintiff, Steven Singer, is an individual residing in the Town of Whitby.
3. The defendant, Impact Cleaning Services Ltd. (“Impact”), is a corporation engaged in the provision of contract cleaning services to a variety of clients in the Greater Toronto Area, as well as other locations in Ontario.
4. The plaintiff was, at all material times, employed by Impact as a cleaner. The plaintiff commenced his employment with Impact in January 2003.
5. The plaintiff’s claim as against the defendant concerns the defendant’s failure and/or refusal to pay the plaintiff overtime pay in accordance with the *Employment Standards Act, 2000*, S.O. 2000, c. 41, for all hours worked in excess of forty-four (44) in a week. The following are the particulars in relation to the plaintiff’s claim:
6. The plaintiff commenced employment with Impact in January 2003. At that time, he was employed at the Whitby Mall in Whitby, Ontario, where he worked forty (40) hours per

week, Monday to Friday, at an hourly wage rate of \$13.00. The plaintiff's wage rate, in respect of work performed at the Whitby Mall, was reduced to \$12.00 per hour in or around January 2004.

7. On or around June 21, 2003, Impact offered the plaintiff the opportunity to work for four (4) hours per day, seven (7) days per week, at the Five Points Mall in Oshawa, Ontario, in addition to his regular employment at the Whitby Mall. The plaintiff accepted the offer and performed the work at a rate of \$9.00 per hour.
8. Therefore, as of June 21, 2003, the plaintiff was employed by Impact for a total of sixty-eight (68) hours per week.
9. On or around March 1, 2005, the plaintiff requested weekends off, which request was granted, and he began working twenty (20) hours per week at Five Points Mall, in addition to his normal forty (40) hours of work at the Whitby Mall.
10. Therefore, as of approximately March 1, 2005, the plaintiff was employed by Impact for a total of sixty (60) hours per week.
11. On or around June 1, 2006, the plaintiff increased his hours of employment at the Five Points Mall to twenty-five (25) hours per week.
12. Therefore, as of approximately June 1, 2006, the plaintiff was employed by Impact for a total of sixty-five (65) hours per week.
13. On or around July 1, 2007, Impact's contract in respect of cleaning services at the Five Points Mall was either terminated or not renewed.
14. As a result, the plaintiff ceased performing work for Impact at that location, but continued to work his normal forty (40) hours of work per week at the Whitby Mall.
15. The *Employment Standards Act, 2000*, S.O. 2000, c. 41 ("the Act"), mandates that an employer pay employees at the rate of one and one-half times his or her regular rate for all

hours worked in excess of 44 in each week. Specifically, s. 22(1) of the Act states as follows:

22(1) An employer shall pay an employee overtime pay of at least one and one-half times his or her regular rate for each hour of work in excess of 44 hours in each week or, if another threshold is prescribed, that prescribed threshold. 2000, c. 41, s. 22 (1).

16. Impact failed and/or refused to pay the plaintiff at one and one-half times his applicable regular wage rate(s) for all hours worked in excess of 44 hours per week, as set out above. Instead, Impact paid the plaintiff at his regular wage rate(s) for all hours worked.
17. The plaintiff has, in the past, raised the issue with Impact, however, to no avail.
18. Consequently, the plaintiff has brought this action in order to obtain all outstanding overtime pay owing to him, as well as interest on those monies.

The plaintiff proposes that this action be tried in the Town of Whitby.

April 20, 2009

**SERVICE EMPLOYEES INTERNATIONAL UNION LOCAL 2,  
BREWERY, GENERAL & PROFESSIONAL WORKERS' UNION**  
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