

FEDERAL COURT

BETWEEN:

BERNARD ALBERT, MARIE ALLCHURCH, JULIA ALVAREZ, JASON AMARO, VANESSA APOSTOLOVSKI, MARIA ARENA, ALI BAHRI, RAYMOND. S. BAKER, DAVID BAKHUYZEN, KIM BANDO, ADILA BASIC, ANJA BATTIE, KELLI BATTYANYI, MICHAEL BECKER, JASON MATTHEW BERARD, WANDA BERG, LAURIE BERNES, ANDREA BIALOWAS, THERESA BICKLE, ANGELLA BLIER, MARK BOIKOVITIS, ERIK BOUCHARD, ROBERT BOURBONNIERE, BROOKE BOUTANG, VERONIQUE BRETON, NATASHA BUDY, JENNIFER-LYNN BULLICK, MARY BURKE, CATHERINE CABRAL-MCKEAND, EDUARDO CAETANO, ANTHONY CAETANO, JENNIFER CAUDRON, TRACY CHASE, NATACHA CHEVARIE, MIMI CHOO, WILLIAM CHOW, CHERYL CHOW, ANGELINA CLARK, PAUL CLEMENTS, SANDRA COLE, JENNIFER COMIN, ANTHONY COMMISSO, TANYA DOCANTO CORDEIRO, ESTERINA COSTA, ROCCO COTUGNO, FRANCESCO "FRANK" COTUGNO, RICHARD COUTURIER, WAYNE COWAN, KENTON CROOK, MICHAEL CURRIE, SELENA CVITAN, MARK DAGGETT, MARCO DALL'ANTONIA, JANA DANCAKOVA, AMANDA DEMPSEY, JASON DENTINGER, MARLICE DEPTUCH, ANTHONY DEROSE, LORRAINE DESCHAMPS, GISELE DESHARNAIS, KAREN DESROSIERS, JOHN DEVINE, SUSAN DEWALD, EZIO DIFONZO, DONALD WAYNE DUNHAM, BRANDY DUPAS, TERESA ELLISON, JOHN EMMANOUIL, JOHANNA EMMANOUIL, SHELLEY ESCOBAR, JOY ESDAILLE, WILLIAM FAUSTINO, RAQUEL FERREIRA, SHERRY FERREIRA, PAXTON FIRTH, MICHELINE FLEURY, SARAH FRANGIONE, ERIN FULLER, MICHAEL GAIREY, JESSICA GASKIN, KAREN GIBEAULT, SHEILA RAE GOW, JAYDE GRAVEL, MICHAIL GRIGORATOU, URVASHI GURUNG, RYAN HAMER, CHARLENE HANSON, JASMIN HARRISON, CARLY HART, TAMMY HAYES, JAYSON PETER JAMES HEIDEBRECHT, DENISE HERBERT, JORGIE HIDALGO, TIMOTHY HIEBERT, DONNA HISCOCK, DENISE HOHN, ELAINA HUDYMA, KATHRYN (KATIE) HUNT, TANYA HUTCHINSON, ZDZISŁAW JABŁOŃSKI, MARTINE JARRY, CARLA JENKINS, STEPHANIE KATHLEEN JOHNSTON, NICHOLAS JOHNSTON, RIINA KAPP, RUDY KERN, MARK KILLEEN, SABRINA KINCAID, MARIETTA KIRBY, SANDRA KOSTENKO, CALVIN KOTOWICH, DAMIR KRAMARIC, SANDRA KRASINKIEWICZ, ROCKY KUJALA, HELENE LA ROCHELLE, AVINASH LALOO, MEGAN LANE-KARRAS, MARTINE LAROCQUE, LINE LAVALLEE, KEVIN LAWRES, CHUNG LE, LUC LEBLANC, DONNA LEEDER, PATRICK LESSARD, LISA LEVESQUE, LORRAINE LIGHT, GISELE LIRETTE, RANDY LOGAN, SANDRA M LOPES, KIM LUMSDEN, WENDY LUNDVALL, PAUL LUSSIER, PAUL LYNN, NICOLA MACDONALD, MICHAEL MAFILOVSKI, VIJAY MAHARAJ, CAROLINE MAHEUX, TANYA MANDEL, TRACY MA-PRICE, MARIE MARCOTTE, ANNA MARRO, DEVAN

MARSHALL, JUDY MARTENS, JOSYANNE MARTIN, JENNA MATHIES, TRACEY MATLOCK, DANIEL MATTI, WILLIAM GRANT MAYER, BOZENA MAZUR, DAWN MCFARLANE, MARGARET MCGEACHIE, CHRIS MCGRATH, LUCAS MCIVOR, KAREN MCQUADE, SZILVIA MERTL, ROCCO MESSERE, ANNA MIASIK, SARAH MICKALKO, JASON MIELKE, LAWRENCE (LARRY) MILLSON, SERGIO A MOLINA C, JAMES MORRIS, JAMES MORRISON, RACHEL MULLARKEY, PAUL NAHIRNIAK, DIDI (PREVIOUSLY DANIELLE) NAVALES (PREVIOUSLY FREEMAN), MARGARET NEB, AMANDA NEIL, SCOTT NEIL, TRACEY NELLIS, JOCELYN NELSON, GEORGE NICOLAIDES, LISA NICOLL, JULIE NOBLE, CHAD NORMANDEAU, CHERISE O'CONNOR, GERALDINE OLSON, MARC ORICHEFSKY, RYAN ORYDZUK, STEVEN OVERHOLT, KRISTY PACHOLKA FORD, FANY PELLETIER-GOUGEON, CHRIS PILLON, LESLIE J POLLOCK, ELZBIETA PONIKIEWSKA, KIMBERLEE PRIEST, NATHAN RAE (AKA ADAN EDEY), TRACEY RALSTON, KARL RATCHINSKY, DANIEL RAYO, ANTONIO REDA, JULIE REEVES, CORELEI REICHERT, DOLORES RELIC, AMBER RICARD, LENA (HELENE) RICCI, SHEILA RIDDELL, BREEANNE RIDGE, KEENAN ROBINSON, MICHAEL ROBITAILLE, MYRA ROBITAILLE, ROBERT ROBSON, JODI RODDY, DJ (DEBBY) RODNEY, AMANDA (GOOD) ROOSMETS, JEAN-FRANCOIS ROSA, SANDRA ROSSETTO, ANGELA RYCKMAN, STEPHANIE SAMSON, JOSHUA SAMUELSON, RUSSEL "RUSS" SAWCHUK, JUSTIN SCHEFFER, DEREK SCHOENFELDT, AARON SCHROEDER, CARMEN SCHVARCZINGER, SHAUNA SCOTT, STEPHEN SEE, JACQUELINE(JACKIE) SELK, FLAMUR SELMANI, MARION SERINK, JOHN-LUIS GABRIEL SERRAMBANA, DEWITT C. SHAINLINE, SHRIKANT (SHRE) SHARMA, DEBORAH SHAW, ALAN SHUM, WANITA SIKLENKA, NATHANIEL SLEDZ, BENJAMIN BRADLEY, ARTHUR SMITH, KARINE SOLAKIAN, JULIE SRIGLEY, DAVID STEEVES, KAREN STEVENS, MICHELENE STEWART, JAMES STEWART, SUSAN STEWART, ROBERTA STRICKLAND, MARTYNA STYRCZULA, LINDSAY SUNTHGOLAM, PAWEL SZOPA, ANTHONY PALOZZI, STEVEN TANNER, LORI TAYLOR, SINA TEHRANCHI, HOLLY THIBODEAU, CHRISTOPHER THOMPSON, JENNIFER TOBIN, VANESSA TOEWS, ZVONIMIR TOMAS, JOSHUA DON TORRES, ENRIQUE TOSI, ERIC TOUPIN-SELINGER, TIMOTHY DOUGLAS TRACY, CATY TRAN, HUGO TREJO, LARA TRENAMAN, MELISA TREPANIER, CAROL-ANNE VALCOURT, LEONARDO VASQUEZ, MELANIE VENDRYES, LUIZA VISIC, CARRIE VISSER, JENNIFER VOGELGESANG, SHANDA VORRATH, MARY VUK, PAMELA WAGNER, MARIAM WALI, HEIDI WANJON, JOEL WAZNICKY, CORY WEGE, ELVIN WEGNER, NANCY WHITCOME, WARREN WHITE, JOHANN WILSON, JAMES WINNING, LINDEN WRIGHT, SHANE YAWORSKI, YVONNE YUTUC, CARSON ZORGET, MICHAEL ZOTTOLA, MARCIA HEWETT-HICKS

Plaintiffs

and

CANADA POST CORPORATION, HER HIS MAJESTY THE QUEEN KING IN RIGHT OF CANADA, THE ATTORNEY GENERAL OF CANADA

Defendants

AMENDED STATEMENT OF CLAIM

TO THE DEFENDANTS:

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 are required to prepare a statement of defence in Form 171B prescribed by the Federal Courts 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 Courts Rules.

Copies of the Federal Courts 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: _____

Issued by:
(Registry Officer) _____

Address of local office: Edmonton Registry Office
Scotia Place
10060 Jasper Avenue
Tower 1, Suite 530
Edmonton, Alberta T5J 3R8

TO: CANADA POST CORPORATION
 Head Office
 1200-2701 Riverside Dr
 Ottawa, ON K1A 0B1

TO: HER **HIS** MAJESTY THE ~~QUEEN~~ **KING** IN RIGHT OF CANADA
 Office of the Deputy Attorney General of Canada
 284 Wellington Street
 Ottawa, Ontario K1A 0H8

TO: THE ATTORNEY GENERAL OF CANADA
 Prairie Regional Office - Edmonton
 Department of Justice Canada
 10423 101 Street
 3rd Floor, Epcor Tower
 Edmonton, Alberta T5H 0E7

CLAIM

A. RELIEF SOUGHT BY THE PLAINTIFFS

1. The Plaintiffs claim:

- a. A Declaration pursuant to section 24(1) of the *Constitution Act, 1982* that the Government of Canada's 6 October 2021 announcement that employers in federally regulated industries be required to establish vaccination policies ensuring that their employees are fully vaccinated (the "Order") violates ~~stated~~ expectation that Crown corporations require full vaccination for COVID-19 (the "~~Expectation~~") ~~violated~~ sections 2(a), 7, 8, and 15 of the Plaintiffs' constitutional rights and freedoms protected by the *Canadian Charter of Rights and Freedoms* (the "**Charter**"), as set out below, in a manner not demonstrably justified under section 1 of the *Charter*;
- b. A Declaration pursuant to section 24(1) of the *Constitution Act, 1982* that Canada Post Corporation's subsequent Mandatory Vaccination Practice (the "**Practice**") violates sections 2(a), 7, 8, and 15 of the Plaintiffs' constitutional rights and freedoms protected by the *Charter*, as set out below, in a manner not demonstrably justified under section 1 of the *Charter*;

- c. A Declaration that Canada Post Corporation, His Majesty the King in Right of Canada (the “Crown”), and the Attorney General of Canada (the “Attorney General”) (collectively, jointly, and severally, the “Defendants”), discriminated against the Plaintiffs, on the grounds of genetic characteristics and religion, by adversely differentiating against the Plaintiffs due to their vaccine status contrary to section 7(b) of the *Canadian Human Rights Act (the “Act”)*;
- d. A Declaration that the Order and Practice deprives the Plaintiffs of employment opportunities, on the grounds of genetic characteristics and religion, due to their vaccine status contrary to sections 10(a)-(b) of the *Act*;
- e. Damages pursuant to section 24(1) of the Constitution Act, 1982 for violation of the Plaintiffs’ rights pursuant to sections 2(a), 7, 8, and 15 of the *Charter rights* in the amount of \$500,000.00 per Plaintiff;
- f. Damages for intentional infliction of mental suffering in the amount of \$200,000.00 per Plaintiff;
- g. Damages for tortious interference in economic relations in the amount of \$200,000.00 per Plaintiff;
- h. Damages for tortious assault and battery against the Plaintiffs in the amount of \$200,000.00 per Plaintiff.
- ~~f. A Declaration pursuant to section 217, 217.1 & 219(1) of the *Criminal Code*, 1985, that the Canada Post Corporation mandatory vaccination practice for covid-19 violates sections 124 & 125 of the *Canada Labour Code*, specifically sections (q),(s),(w) and (y), wherein the corporation demonstrated criminal negligence causing harm by not providing their employees the necessary “Informed Consent” regarding any of the potential adverse effects or dangers associated with the vaccines they provided their employees as options.~~
- ~~g. A Declaration pursuant to section 217, 217.1 & 219(1) of the *Criminal Code*, 1985, that the Canada Post Corporation violated sections 124, 125 of the *Canada Labour Code*, specifically sections z.03, z.04, z.05, z.06, z.11, z.13 & z.19, by failing to capture within each of the national safety minutes, any discussion to either educate, review, or document any of the potential hazards or dangers associated with their vaccination options on any of the national collective bargaining agencies that operate under Canada Post.~~
- ~~h. A Declaration pursuant to section 217, 217.1 & 219(1) of the *Criminal Code*, 1985, that the Canada Post Corporation violated sections 124, 125 of the *Canada Labour Code*, specifically sections (t), (v), (w) & (z), by implementing several different covid 19 vaccines as personal protective equipment in the work place. Not only failing to provide their employees with the knowledge and understanding necessary to properly use the corporation’s newly implemented~~

personal protective equipment, the corporation also failed to ensure that said personal protective equipment be deemed safe under "...ALL conditions of their intended use."

- i. A Declaration pursuant to section 217, 217.1 & 219 of the *Criminal Code*, 1985, that the Canada Post Corporation violated section 127.1(1) & 128 of the *Canada Labour Code*, by refusing to properly investigate thousands of employee health and safety concerns regarding the vaccine products mandated for use by the Canada Post Corporation, instead, deeming the employees as "non-compliant" in the process by placing them on leave without pay status.
- j. A Declaration pursuant to section 217, 217.1 & 219 of the *Criminal Code*, 1985, that the Canada Post Corporation violated all applicable clauses – (a) through (g) – within section 125.1 of the *Canada Labour Code*, by failing to review, document and disclose to their employees, the proprietary ingredients recognized as known dangerous goods contained within the vaccines that they were assigning their employees as personal protective equipment, and, by failing to inform their employees of the potential direct exposure to ethylene oxide as it pertains to the nasopharyngeal swabs used at Canada Post rapid testing sites, their employee home testing kits and when requiring their employees to confirm their positive or negative covid status by means of their mandatory PCR test process.
- k. A Declaration pursuant to section 3(1) of the *Genetic Non-Discrimination Act*, 2017, that the Canada Post Corporation Defendants violated clause (b) specifically, by requiring them the Plaintiffs to undergo PCR testing that sampled RNA genetic material (covid-19 virus) to continue their employment at Canada Post, as per the corporation's Defendants' mandatory vaccination practice
- l. A Declaration pursuant to section 2(g) and 5(1)(f) of the *Assisted Human Reproduction Act*, 2004, wherein the Canada Post Corporation Defendants potentially irreparably and permanently damaged their employees' the Plaintiffs' genetic makeup by suggesting through their vaccination practice, the use of mRNA vaccine technologies from Pfizer and Moderna.
- m. A Declaration pursuant to section 265.(1) of the *Criminal Code*, 1985, that the Canada Post Corporation mandatory vaccination practice for covid-19 violated section 122.(1) & 122.1 of the *Canada Labour Code*, by not only subjecting their employees to confusing and ineffective work place processes and expectations in relation to their covid 19 protocols, but also by subjecting their unvaccinated employees to regular psychological violence in the form of coercion or ridicule from their peers and management representatives at Canada Post.

- ~~n. Damages for violation of the Plaintiffs' rights pursuant to sections 2, 122, 124, 125, 125.1, 127.1(1), and 128 of the *Canada Labour Code* as well as section 217(1) of the *Criminal Code*, in the amount of \$500,000.00 per Plaintiff;~~
- ~~o. Damages for the violation of the Plaintiffs' rights pursuant to sections 122(1) & 122.1 of the *Canada Labour Code* in the amount of \$500,000.00 per Plaintiff;~~
- ~~p. i. Punitive and exemplary damages in the amount of \$500,000.00 per Plaintiff;~~
- ~~q. j. Prejudgment and post judgment interest pursuant to the *Federal Courts Rules*, as amended;~~
- ~~r. k. Costs on a full indemnity scale plus any applicable taxes;~~
- l. Special damages in an amount to be determined, including but not limited to past or future loss of income, medical expenses and out of pocket expenses;
- m. Exemplary and punitive damages;
- n. Damages pursuant to the *Canadian Charter of Rights and Freedoms*, Part I of the *Constitution Act, 1982*, being Schedule B to the *Canada Act 1982 (U.K.)*, 1982, c. 11, s. 24(1) (the "Charter");
- o. Punitive damages pursuant to the *Charter of Human Rights and Freedoms*, C.Q.L.R. c.C-12, s. 49 and the *Civil Code of Québec*, C.Q.L.R. c. C-1991, s. 1621 (the "Québec Charter");
- p. Damages for inducing breach of contract, interference with contractual relations, and negligence;
- q. A declaration that the Order violates the Plaintiffs' rights to life, liberty and security of the person and is not in accordance with the principles of fundamental justice, contrary to s.7 of the *Charter* and is not demonstrably justifiable under section 1 of the *Charter*;
- r. A declaration that the Order violates the Plaintiffs' rights to equality, contrary to s.15(1) of the *Charter*, and this violation is not demonstrably justifiable under section 1 of the *Charter*;
- s. A declaration that the Order violates the Plaintiffs' rights to freedom of conscience to s.2(a) of the *Charter*, and this violation is not demonstrably justifiable under section 1 of the *Charter*;
- t. A declaration that the Order violates the Plaintiffs' rights to freedom of association to s.2(d) of the *Charter*, and this violation is not demonstrably justifiable under section 1 of the *Charter*; and

- s. u. Such further and other relief as this Honourable Court may permit.

DEFINITIONS

2. The following definitions apply for the purposes of this Statement of Claim:

- a. ~~“Employee” means all permanent, temporary, casual, student, and fixed term employees on the company payroll of Canada Post Corporation.~~
- b. ~~“Employer” means a person who employs one or more employees and includes an employers’ organization and any person who acts on behalf of an employer.~~
- e. a. **“Employment Insurance Benefits”** (“EI Benefits”) means those benefits established under the *Employment Insurance Act*, SC 1996, c 23;
- d. b. **“Harassment and violence”** means any action, conduct or comment, including of a sexual nature, that can reasonably be expected to cause offence, humiliation or other physical or psychological injury or illness to an employee, including any prescribed action, conduct or comment.
- e. c. **“Hazardous substance”** includes a hazardous product and a chemical, biological or physical agent that, by reason of a property that the agent possesses, is hazardous to the safety or health of a person exposed to it.
- f. d. **“Health and safety representative”** means a person who is appointed as a health and safety representative under section 136.
- g. e. **“Policy committee”** means a policy health and safety committee established under section 134.1.
- h. f. **“Safety”** means protection from danger and hazards arising out of, linked with or occurring in the course of employment.
- i. g. **“Senior Officer”** includes everyone who has an important role in:
 - i. Setting policy (which is the current Canadian law); or
 - ii. Managing an important part of the organization's activities.
- j. h. **“Work place committee”** means a work place health and safety committee established under section 135 of *Occupational Health and Safety*.

- k. **i. “Partially Vaccinated”** means having received the first dose of a two-dose series of a Health Canada approved vaccine that provides protection against COVID-19.
- l. **j. “Fully Vaccinated”** means having received the complete series of doses (or a single dose of the Janssen (Johnson & Johnson) COVID-19 vaccine) of a Health Canada approved vaccine that provides protection against COVID-19, and having allowed the time recommended by public health authorities to produce an immune response to COVID-19 elapse (14 days from receipt of a single-dose vaccine or of the second dose of a two-dose series). In time, being Fully Vaccinated may mean having received booster shots, when and as recommended by the applicable public health authorities.
- m. **k. “Proof of Vaccination”** means providing to Canada Post Corporation official documentation issued by the government or the non-governmental entity that is authorized to issue the evidence of COVID-19 vaccination in the jurisdiction in which the vaccine was administered (including a QR code, if issued by the applicable authorities) confirming receipt of the complete series of doses (or a single dose of the Janssen (Johnson & Johnson) COVID-19 vaccine) of a Health Canada approved vaccine that provides protection against COVID-19. In time, this may require providing proof of receipt of booster shots, when and as recommended by the applicable public health authorities.
- n. **l. “Privacy”** means the fundamental right of individuals to create boundaries limiting access to their person, communications, or personal information, including but not limited to, medical and health records.
- o. **m. “Informed Consent”** means the ability to exercise free power of choice, without the intervention of any element of force, fraud, deceit, duress, overreaching, or other ulterior form of constraint or coercion, with sufficient knowledge and comprehension of the elements of the subject matter involved as to enable the individual to make an understanding and enlightened decision (~~The Nuremberg Code, 1947~~).
- p. **n. “Danger”** means any hazard, condition or activity that could reasonably be expected to be an imminent or serious threat to the life or health of a person exposed to it before the hazard or condition can be corrected or the activity altered.
- q. **o. “Disclose”** includes to authorize disclosure.
- r. **p. “Genetic test”** means a test that analyzes DNA, RNA or chromosomes for purposes such as the prediction of disease or vertical transmission risks, or monitoring, diagnosis or prognosis.
- s. **q. “Gene”** includes a nucleotide sequence, and an artificially created gene or nucleotide sequence.

- t. **r. “Genome”** means the totality of the deoxyribonucleic acid sequence of a particular cell.
- u. **s. “Hazardous product”** means any product, mixture, material or substance that is classified in accordance with the regulations made under subsection 15(1) in a category or subcategory of a hazard class listed in Schedule 2.
- v. **t. “Label”** means a group of written, printed or graphic information elements that relate to a hazardous product, which group is designed to be affixed to, printed on or attached to the hazardous product or the container in which the hazardous product is packaged.
- w. **u. “Safety data sheet”** means a document that contains, under the headings that, by virtue of the regulations made under subsection 15(1), are required to appear in the document, information about a hazardous product, including information related to the hazards associated with any use, handling or storage of the hazardous product in a work place.
- x. **v. “Substance”** means any chemical element or chemical compound — that is in its natural state or that is obtained by a production process — whether alone or together with:
 - i. any additive that is necessary to preserve the stability of the chemical element or chemical compound,
 - ii. any solvent that is necessary to preserve the stability or composition of the chemical element or chemical compound, or
 - iii. any impurity that is derived from the production process;

B. OVERVIEW OF THE ACTION

The Plaintiffs

3. All of the Plaintiffs are ~~E~~**e**mployees of Canada Post Corporation and subject to the Practice or were ~~E~~**e**mployees but either resigned or retired under duress because of the Practice.
4. The majority of the Plaintiffs are neither Partially nor Fully Vaccinated against COVID-19. The Plaintiffs oppose being Partially Vaccinated or Fully Vaccinated (collectively referred to as “**Vaccinated**”) against COVID-19 for reasons which vary, as described below.
5. The Plaintiffs all oppose being required to attest to their medical records regarding the COVID-19 vaccination ~~as a condition of their employment~~ as a broader public policy objective to increase vaccination rates, coerced through the termination of employment and or administrative disciplinary measures.

6. The Plaintiffs claim that vaccination absent informed consent and forced disclosure of their private health information about their COVID-19 vaccination status to Canada Post Corporation under the threat of administrative and/or disciplinary measures ranging from unpaid leave to termination of employment, constitutes serious human rights and *Charter* violations.
7. The Plaintiffs claim that the Practice was part of a broad public policy objective by the federal government through direction from His Majesty the King in Right of Canada to increase vaccination rates of Canadians. Canada did not implement a vaccine mandate to Canadian citizens. Instead, it directed employers to do so, thereby mandating vaccines without having to resort to a Canada-wide mandate.
8. The Plaintiffs plead that the Order tortiously induced the breach of the Plaintiffs' contractual employment agreements absent justification.
7. 9. Most of the Plaintiffs perform their work outside or in close proximity to only a few colleagues.

The Defendants

8. 10. The Defendant, Canada Post Corporation ("**Canada Post**"), is a Parent Crown corporation, as listed in Schedule III, Part I of the *Financial Administration Act*, and established under the *Canada Post Corporation Act*. In exercising its powers and duties, Canada Post must comply with any such directives as the Minister of Public Services and Procurement (the "**Minister**") may give. As a Crown corporation, Canada Post is bound by the *Charter*.
9. 11. Canada Post has the sole and exclusive privilege of collecting, transmitting and delivering letters within Canada and is subject to federal employment and labour relations legislation including the *Canada Labour Code* (the "**Code**") and *Canadian Human Rights Act* (the "**Act**").
- ~~10.~~ 12. The Defendant, ~~Her~~ His Majesty the ~~Queen~~ King in right of Canada (the "**Crown**") is represented by the Attorney General of Canada on behalf of the Governor General in Council ("**GIC**").
14. 13. The Defendant, the Minister, Honourable Filomena Tassi, is responsible for the oversight of Canada Post.
14. The Defendant, His Majesty the King ("Canada"), is liable for the acts, omissions, negligence and malfeasance of the employees, agents and management of Transport Canada, pursuant to the Crown Liability and Proceedings Act, R.S.C. 1985, c C-50.

Standing

15. The Plaintiffs assert both private and public interest standing to bring this claim.

16. The Plaintiffs have private interest standing because they are directly affected by the Minister of Transport's decision to issue the Order and thereby induce the breach of their contractual employment agreements leading to significant financial and ancillary harm.
17. The Plaintiffs also have public interest standing. They raise a serious justifiable issue of public import respecting the constitutionality of the Minister of Transport's Order which has created, contributed to, and sustained a deprivation of individuals rights guaranteed under the Charter, ss.2a, 7, and 15.
18. The Plaintiffs have a real stake in the Minister of Transport's conduct and are both directly and genuinely interested in the resolution of this claim.
19. This claim advances a reasonable and effective method of bringing the issues before the Court in all of the relevant circumstances. Many individuals impacted by the conduct of the Minister of Transport and the Order have had their contractual employment agreements breached and Charter rights infringed upon and lack the resources to bring forward such a claim.

Background of the Order

20. In 1996, the *Canadian National Report on Immunization*, prepared by the Canadian Department of Health, reported that in Canada compulsory vaccination is unconstitutional and cannot be made mandatory because of the Canadian Constitution.
21. On 2 June 2020, Canada's Chief Public Health Officer, Dr. Theresa Tam ("**Dr. Tam**") announced that COVID-19 vaccination would not be mandatory in Canada.
22. On 31 August 2020, the Honourable Patty Hadju, Minister of Health, stated that COVID-19 vaccines would not be mandatory in Canada and that people will have the choice to become vaccinated with a COVID-19 vaccine or not.
23. On 12 February 2021, the Right Honourable Prime Minister Justin Trudeau (the "**Prime Minister**") announced that COVID-19 vaccines would not be mandatory in Canada.
24. On 13 July 2021, the Prime Minister announced that in Canada, people will have a choice on whether to get COVID-19 vaccines and that COVID-19 vaccination mandates would not be implemented in Canada.
25. On 5 August 2021, the Prime Minister announced that he instructed the clerk of the Privy Council to make COVID-19 vaccinations mandatory for all federal employees, employees of federal Crown corporations, and employees of federally regulated industries.

26. On 5 August 2021, Dr. Tam, announced that mandatory vaccination in Canada was necessary for the purpose of public health and for the purpose of protecting the greater community of Canada and the world.
27. On 12 August 2021, Dr. Tam announced the federal government was making the COVID-19 vaccines mandatory in Canada.
28. On 13 August 2021, the Treasury Board Secretariat of Canada announced that the Order was implemented by Canada to ensure protection of public health in Canada and across the world.
29. On 6 September 2021, the Prime Minister announced that the Government of Canada would protect Canada Post from legal liability for requiring the vaccination of Canada Post employees and in all matters related to the implementation of the Policy.
30. In the months leading up to the Order, and in particular on 16 September 2021, the Prime Minister made pejorative and discriminatory statements toward Canadians who made the decision to not receive the COVID-19 vaccine by calling them racists, misogynists and asking if Canadians should tolerate these people, referring to the unvaccinated.
31. On 6 October 2021, the Honourable Chrystia Freeland, Deputy Prime Minister and Minister of Finance (“**Deputy Prime Minister**”) announced that the Order will permit the Canadian government to keep the economy open and keep school aged children attending in-person schooling.
32. On 21 January 2022, Dr. Tam announced that the Canadian public-health agency would be changing its terminology for COVID-19 vaccination status. The term “fully vaccinated” would be replaced with the term “up-to-date vaccination status” (“**Up-To-Date**”) which includes a complete primary series of authorized COVID-19 vaccines and a booster dose of an authorized COVID-19 vaccine (“**Booster**”).
33. On 16 June 2022, the Honourable Jean-Yves Duclos, Minister of Health, announced that Canada further revised the definition of Up-To-Date to mean an individual who has received a complete primary series of authorized COVID-19 vaccines, plus a Booster within the previous 9 months, with Booster doses to be administered to that individual every 9 months on an ongoing basis for an indeterminate period of time.
34. The National Advisory Committee on Immunization of Canada (“NACI”) reports to the Public Health Agency of Canada on COVID-10 vaccination in Canada. On 1 September 2022, the NACI announced that people in Canada will require a booster dose of the COVID-19 vaccine every 90 days to stay up-to-date.
35. It was a term of the Order that if the Practice was implemented by federally regulated industries, including Canada Post, the government of Canada would not resort to further lockdown measures affecting Canadian businesses and the economy.

36. Under the terms of the Order, Canada Post, became an agent of Canada in implementing public health and economic policies on behalf of and for Canada. In the alternative, even if Canada Post is not considered an agent of the Crown pursuant to the terms of the Order, it has effected Crown public health and economic policy by issuing the Practice.

The Practice

42. 37. On 13 August 2021, the Government of Canada published an announcement stating it “expects that Crown corporations” will “require vaccination for their employees.”

43. 38. On 29 October 2021, Canada Post implemented the Practice which states:

Canada Post has formalized a vaccination practice in line with the federal government’s approach...Our practice requires all employees to be fully vaccinated.

...

Canada Post is committed to a healthy and safe environment for all employees. Vaccination has been shown to be effective in reducing the transmission of COVID-19 and protecting individuals from severe consequences of this virus.

44. 39. The Practice required all Employees actively at work to attest to their current vaccination status by 12 November 2021. Failure to attest by 26 November 2021 would result in the Employee being placed on leave without pay. Employees who attested to being Partially Vaccinated had until 29 January 2022, at which point if they did not attest to their Fully Vaccinated status, they would also be placed on leave without pay. Vaccinated Employees were required to conduct COVID-19 testing three times per week until Fully Vaccinated or once again, would be placed on leave without pay.

45. 40. This Practice unlawfully requires every Plaintiff to disclose their private health information, namely their COVID-19 vaccination status as a condition of their employment.

46. 41. The Practice has created a hostile and toxic work environment at Canada Post and no viable alternatives were offered following 26 November 2021.

42. The Practice required the Plaintiffs to receive the COVID-19 vaccine, a medical treatment, outside the premises of Canada Post. The Practice required the Plaintiffs to receive the medical treatment from a health professional operating as an officer, contractor, employee or agent of Canada.

43. The Practice was implemented to further the objectives of Canada, to protect the healthcare system of Canada and to protect the economy of Canada. The Practice was implemented pursuant to the Order for the specific purposes of safeguarding the health

of Canadians and to advance the public health policy of Canada. Additionally, federally regulated employees were used as “examples” by the Crown to demonstrate the necessity to be vaccinated against COVID-19, and the supposed effectiveness of the COVID-19 vaccines.

17. ~~44.~~ The Practice provides for accommodation, “due to a medical, religious or other prohibited ground of discrimination under the Canadian Act.” However, these limited accommodations “will only be granted where sufficient evidence is provided based on one of the prohibited grounds of discrimination.”

18. ~~45.~~ No information was provided regarding what qualified as “sufficient evidence” leaving the quantum of proof to be arbitrary and inconsistent, and therefore inherently unreasonable.

19. ~~46.~~ However, these stated accommodations were illusory at best, and it has become clear that Canada Post failed to take requests for accommodations seriously despite being bound by the Act.

20. ~~47.~~ Finally, the Practice states:

Requests for human rights accommodations will be denied if...the request **merely alleges a violation of the Canadian Charter of Rights and Freedoms**...[Emphasis added]

21. ~~48.~~ This brazen statement made despite Canada Post being a Crown corporation and therefore bound by the *Charter*.

22. ~~49.~~ While the very act of having to ask for an accommodation is discriminatory as the individual is forced to disclose their personal information, many Plaintiffs applied for an exemption; the vast majority of them were denied despite legitimate grounds.

23. ~~50.~~ The Practice discriminates against an identifiable group of Canadians (those who have not received a COVID-19 vaccine) and does not provide exemptions for Canadians who have natural immunity to COVID-19 or those with conscientious objections or for those working remotely or with little to no contact with other colleagues.

24. ~~51.~~ The Practice also discriminates by mandating that all ~~Employees~~ the Plaintiffs attest to their medical status regarding the COVID-19 vaccine. Those who do not were put on leave without pay and threatened termination. This discriminates against an identifiable group based upon medical records.

25. ~~52.~~ As ~~E~~mployees of Canada Post, the Plaintiffs are subject to the Practice, which requires that they be Fully Vaccinated against COVID-19 as defined above and that they disclose their vaccination status to Canada Post by way of telephone. While Canada Post’s employee overview of the Practice states “your privacy will be

protected”, this was not the case, as Canada Post collected this personal health information and used it to punish any Employee one of the Plaintiffs not in compliance.

26. 53. Pursuant to the Practice, the Plaintiffs were placed on an involuntary unpaid leave of absence despite there being no authorization within any agreement between the Defendants, the Unions, or the Plaintiffs.
27. 54. The Practice does not allow mandatory COVID-19 testing to be implemented as an appropriate alternative to the COVID-19 vaccination for those who do not consent to vaccination or who do not consent to providing their vaccination status to their employer. Between 12 November 2021 and 29 January 2022, Canada Post admitted that COVID-19 testing was a sufficient alternative means of maintaining the health and safety of employees in the workplace by allowing Employees the Plaintiffs to continue working and use such tests instead of being Fully Vaccinated.
28. 55. In fact, according to the Arbitration Award, dated 27 April 2022, between Canada Post and CUPW, prior to the implementation of the Practice, Canada Post had been considering a less intrusive policy which would have required Employees the Plaintiffs to be Fully Vaccinated ~~ed~~ OR undergo COVID-19 rapid antigen testing twice per week. There is no reason to implement the Practice when less intrusive alternatives were readily available.
29. 56. The Practice discriminates against those who do not consent to the vaccination or who do not consent to providing their vaccination record to their employer, effectively forcing these individuals to consent to a medical treatment they cannot accept or risk losing their employment.
30. ~~On 15 October 2021, Employment and Social Development Canada (“ESDC”) announced new codes for the Record of Employment (“ROE”) relating to the termination of employees in relation to COVID-19.~~
31. ~~The ESDC’s announcement demanded that employers who terminate an employee because of failure to comply with a mandatory COVID-19 vaccination policy are to indicate **code M** (dismissal) on that employee’s ROE, disqualifying them from eligibility.~~
32. ~~The ESDC website has been further updated to advise potential claimants that “[i]n most cases, if you lose or quit your job because you didn’t comply with your employer’s mandatory COVID-19 vaccination policy, you won’t be eligible for EI regular benefits.”~~

33. The ESDC website states:

When the employee doesn't report to work because they refuse to comply with your mandatory COVID-19 vaccination policy, use **code E (quit)** or **code N (leave of absence)**.

When you suspend or terminate an employee for not complying with your mandatory COVID-19 vaccination policy, use **code M (dismissal or suspension)**.

If you use these codes, we may contact you to determine:

- if you had adopted and clearly communicated to all employees a mandatory COVID-19 vaccination policy
- if the employees were informed that failure to comply with the policy would result in loss of employment
- if the application of the policy to the employee was reasonable within the workplace context
- if there were any exemptions for refusing to comply with the policy

34. The ESDC uses the facts provided by the employer and the terminated employee to determine if the employee will be entitled to EI Benefits, which they will likely not be, by the ESDC's own admission.

35. The Honourable Carla Qualtrough, Minister of Employment, Workforce Development and Disability Inclusion, stated in a CBC Radio interview on 21 October 2021 that Employees who do not comply with the Policy will be ineligible for EI Benefits, stating that if getting vaccinated is "a condition of employment that hasn't been met and the employer [is] choosing to terminate someone for that reason, [then that] would make that person ineligible for EI".

36. 57. As of either 26 or 29 November 2021, the Plaintiffs all lost their sole or primary source of income and were rendered ineligible for EI Benefits.

37. 58. The Practice is not expressly or implicitly, directly or indirectly part of any collective agreement between the Plaintiffs' employer and the Unions.

38. 59. The subject matter of this Statement of Claim is not directly nor indirectly, expressly nor tacitly, addressed or provided for in any collective agreement between the unionized Plaintiffs, their respective unions and Canada Post.

39. 60. The dispute raised in this Statement of Claim is not a dispute within the meaning of the Plaintiffs' collective agreements. Rather, the Practice was implemented for broad public policy reasons, namely public health objectives, political objectives, and economic objectives. Collective bargaining agreements are interpreted liberally by Canadian case law, but still only within the bounds of labour and employment matters, not provincial or federal public health or economic policy.

- 40-61. No grievance, arbitration, nor adjudication procedure provided for in the Plaintiffs' respective collective agreements or any applicable law applies to the present issue.
- 41-62. Consequently, no arbitrator, adjudicator, nor board has exclusive jurisdiction over 5 issues raised in the present Statement of Claim.
- 42-63. The policies relating to mandatory COVID-19 vaccination for the Employees Plaintiffs and their potential to obtain EI Benefits if terminated are rapidly evolving.

The Vaccine

- 43-64. Four vaccines were authorized in Canada to treat symptoms of COVID-19 at the time the Practice was implemented: AstraZeneca, Moderna, Pfizer, and Johnson & Johnson. All COVID-19 vaccines are still undergoing clinical trials until 2023 or later. None of these vaccines prevent the infection or transmission of COVID-19, or any of its variants. Nor has a complete list of the ingredients of any of these vaccines been published.
- 44-65. These vaccines are experimental. Long-term effects have not yet been sufficiently studied and there are significant risks. These vaccines have not undergone the same stringent scientific approval process by Health Canada as have previous vaccines and medications. The vaccines could cause other side effects that remain unknown at this time due to their relatively recent development. No one can be certain about the long-term effects of a vaccine that has not been in existence for the long term and has not been studied over a span of years.
- 45-66. The COVID-19 vaccines recommended by Canadian public health authorities, are also known to cause severe adverse effects and injuries for some individuals. Health Canada has warned about various serious reactions from the COVID-19 vaccinations, including myocarditis, pericarditis, Bell's Palsy, thrombosis, immune thrombocytopenia, venous thromboembolism, and even infant syphilis.
- 46-67. Vaccinated and unvaccinated Canadians can be infected with and transmit COVID-19. The vaccines do not provide full immunity to COVID-19 or its known variants. They merely claim to provide some "benefits" or "protection" that in certain circumstances at best lessens severity of symptoms or potentially reduces the risk of hospitalization.
- 47- 68. The "benefits" or "protection" of the vaccines vary depending on numerous factors that are still being observed and studied, including any underlying health conditions, the individual's age, and when the vaccine was administered in relation to any variant of concern.
- 48- 69. The recent and continued release of Post Authorization Adverse Events Reports, by the US Food and Drug Administration ("**FDA**") regarding the Pfizer COVID-19 vaccine, indicate that adverse reactions and side-effects, up to and including death, are not only more severe, but more frequent than anticipated based on initial data released to the public. The FDA's own documentation reports that during the Reporting

Interval alone, 1,223 deaths were reported with 9,400 cases having an unknown outcome.

Tortious Inducement to Breach Contractual Relations

70. The Plaintiffs have either refused to share their vaccination status or are otherwise unvaccinated and thus did not conform to the Order and were placed on leave without pay, effectively a suspension, and some were subsequently terminated from employment.

71. The Plaintiffs allege that the following actions taken by federally regulated transportation providers (“the Employers”) were in breach of their contractual employment agreements and induced by the Order:

- a. Disclosure of private medical information;
- b. Being placed on a leave without pay; and
- c. Termination of their employment.

72. The Plaintiffs state that at all material times, their employment contracts were valid and binding upon their Employers. As their Employers have unlawfully purported to suspend or terminate the Plaintiffs’ contractual agreements and have refused to pay the sums owing to the Plaintiffs, the Employers are in breach of their contractual employment agreements.

73. The Defendant, Canada, was aware of the existence of the contractual employment agreements when it decided to issue the Order.

74. The Plaintiffs allege that the Defendants intended to and caused and/or induced the Employers to breach contractual employment agreements by their actions in relation to: the disclosure of private medical information; imposition of a leave without pay; and/or unlawful termination by ordering the Employers to enforce the Order absent justification. The breaches of contractual employment agreements are therefore a direct result of the unlawful inducement of the breach as herein before particularized and as a result of unlawful interference by the Defendants in the contractual relationship between the Plaintiffs and their Employers.

75. The Plaintiffs allege that the conduct of the Defendants in inducing the breach of Contract was unjustified and thus unlawful.

76. The Plaintiffs allege that as a result of the Defendants’ interference with the Plaintiffs’ contractual relationship with the Employers, the Defendants have caused the Plaintiffs to suffer damages.

**Lack of Justification for the Inducement of Breach of Contract
Covid-19 Vaccination as a Means to Prevent Transmission**

77. All Health Canada approved COVID-19 vaccinations have filed product monographs which are available to inform the public of the effects of the vaccination. There are currently six (6) COVID-19 vaccines available to the public in Canada. Listed below is the manufacturer with the name of vaccine in brackets.

- a. Pfizer/BioNTech (Comirnaty)
- b. Moderna (Spikevax)
- c. Janssen and Johnson & Johnson (Jcovden)
- d. AstraZeneca (Vaxsevia)
- e. Medicago (Covifenz)
- f. Novavax (Nuvaxovid)

Each of the COVID-19 vaccines presented above have a Product Monograph.

78. A Product Monograph is a factual, scientific document on a drug product that, devoid of promotional material, describes the properties, claims, indications, and conditions of use for the drug, and that contains any other information that may be required for optimal, safe, and effective use of the drug.

79. The Product Monograph of the Pfizer vaccine, Comirnaty, does not include any information related to the transmission of COVID-19. Prevention of viral transmission is NOT an approved indication for Comirnaty. The word 'transmission' or any of its correlates indicating viral conveyance to another person, does not appear in this document and therefore the Plaintiffs plead that the Defendant cannot claim Comirnaty prevents viral transmission of COVID-19 to other people.

80. The Product Monograph of Moderna's vaccine, Spikevax does not include any information or direction on the transmission of COVID-19 and therefore the Plaintiffs plead that the Defendant cannot claim Spikevax prevents viral transmission of COVID-19 to other people.

81. The Product Monograph of VAXZEVRA™, manufactured by AstraZeneca does not include any information or direction on the transmission of COVID-19 and therefore the Plaintiffs plead that the Defendant cannot claim VAXZEVRA™ prevents viral transmission of COVID-19 to other people.

82. The Product Monograph of JCOVDEN™, manufactured by Janssen, does not include any information or direction on the transmission of COVID-19 and therefore the Plaintiffs plead that the Defendant cannot claim JCOVDEN™ prevents viral transmission of COVID-19 to other people.

83. The Product Monograph of COVIFENZ™, manufactured by Medicago does not include any information or direction on the transmission of COVID-19 and therefore the Plaintiffs plead that the Defendant cannot claim COVIFENZ™ prevents viral transmission of COVID-19 to other people.
84. The Product Monograph of NUVAXOVID™, manufactured by Novavax does not include any information or direction on the transmission of COVID-19 and therefore the Plaintiffs plead that the Defendant cannot claim NUVAXOVID™ prevents viral transmission of COVID-19 to other people.
85. The Plaintiffs plead that the Defendant had no basis in fact to justify the Order as a measure to prevent transmission of COVID-19.
86. The Plaintiffs rely on the torts of inducing breach of contract and tortious interference with contractual relations.
87. As a result of Canada's interference with and inducement of breach of contract, absent justification, the Plaintiffs have suffered damages in that they have had terms and conditions of employment imposed upon them resulting in a loss of private medical information, being placed on leave without pay and being terminated from their employment with the Employers

Charter Violations

- 49-~~88~~. The Plaintiffs say that their *Charter* right to freedom of conscience protected under section 2(a) is violated by the ~~Expectation~~ Order and the Practice requiring attestation of being Fully Vaccinated as this offends their conscientiously held beliefs in a matter that is more than trivial or insubstantial.
- 50-~~89~~. The Plaintiffs say that their *Charter* right to freedom of religion as protected under section 2(a) is violated by the ~~Expectation~~ Order and the Practice requiring attestation of being Fully Vaccinated as this offends their sincerely held religious beliefs in a manner that is more than trivial or insubstantial.
- 51-~~90~~. The Plaintiffs say that their right to life interest as protected under section 7 of the *Charter* is violated by the ~~Expectation~~ Order and the Practice requiring attestation of being Fully Vaccinated as it is the direct result of state action imposing an increased risk of death not in accordance with the fundamental principles of justice.
- 52-~~91~~. The Plaintiffs say that their right to liberty under section 7 of the *Charter* is violated by the ~~Expectation~~ Order and the Practice requiring attestation of being Fully Vaccinated as this interferes with the protected sphere of personal autonomy involving private choices and the right to refuse medical treatment. The ~~Expectation~~ Order and Practice are state interferences that are not in accordance with the principles of fundamental justice.

53. 92. The Plaintiffs say that their right to security of the person interest protected under section 7 of the *Charter* is violated by the ~~Expectation~~ Order and the Practice requiring attestation of being Fully Vaccinated as this interferes with personal autonomy, and one's ability to control their own physical or psychological integrity. Such state action that seriously impairs their physical health and has caused severe psychological harm that is not in accordance with the principles of fundamental justice. It has also caused the deprivation of economic rights fundamental to human survival that are not in accordance with the principles of fundamental justice.
54. 93. The Plaintiffs say that their privacy rights protected by sections 7 and 8 of the Charter are violated by the ~~Expectation~~ Order and the Practice requiring attestation of being Fully Vaccinated as they require the disclosure of personal medical information.
55. 94. The Plaintiffs claim discrimination, in violation of equality rights under section 15 of the *Charter* by the ~~Expectation~~ Order and the Practice requiring attestation of being Fully Vaccinated. Being forced to either attest or be put on unpaid leave of absence under the threat of discipline or termination is discrimination based on medical status.
56. 95. The Plaintiffs say that the ~~Expectation~~ Order, Practice and ESDC announcement are a form of state control and state sanction for exercising their *Charter* rights, by pressuring Canada Post to suspend ~~Employees~~ the Plaintiffs without pay as of and depriving them of any EI Benefits.
57. 96. The ~~Expectation~~ Order and subsequent Practice violate the Plaintiffs' *Charter* rights and punish them for the lawful exercise of their fundamental constitutional rights and freedoms.
58. 97. The ~~Expectation~~ Order and Practice are not demonstrably justified under section 1 of the *Charter*. They are not in the public interest, nor a rational means to pursue the stated objective as there is no evidence to show that terminating the employment of those who do not attest to being vaccinated reduces the spread of COVID-19. Neither the Order nor the Practice cause minimal impairment to the rights of the Plaintiffs. Further, the deleterious and negative impacts of the Order and the Practice are disproportionate to the minimal or non-existent benefits they may have.
98. The Plaintiffs plead that s. 2.d of the Charter protects their rights as employees to associate in a process of collective action to achieve workplace goals. As such Laws or state actions that prevent or deny meaningful discussion and consultation about working conditions between employees and their employer may substantially interfere with the activity of collective bargaining, as may laws that unilaterally nullify significant negotiated terms in existing collective agreements.
99. The Plaintiffs plead that the Defendants unilaterally inserted a fundamental term and condition of employment into their agreements and as such they have had their rights under s. 2.d infringed upon

C. TORTIOUS INTERFERENCE WITH ECONOMIC RELATIONS

100. In directing and ordering Canada Post to develop and implement the Policy, Canada knew, or ought to have known, that the Plaintiffs would be put on an involuntary unpaid leave of absence or would be terminated from their employment for non-compliance and that the Plaintiffs would suffer economic losses.

D. INTENTIONAL INFLICTION OF MENTAL SUFFERING

101. The Plaintiffs plead that the Defendants intentionally caused mental suffering to them, through threats and intimidation during their employment because of their vaccination status and their general distrust and hesitation over the COVID-19 vaccine specifically.

E. ASSAULT AND BATTERY

102. The Plaintiffs plead that the Defendants committed a tortious assault on the Plaintiffs by mandating the administration of an experimental vaccine, under the threat of termination of employment.

103. The Defendants intentionally committed assault on the Plaintiffs by forcing an experimental medical procedure on them, without consent; the punishment of not doing so was termination from their long-standing employment.

104. The Plaintiffs were placed in a position where they were forced to decide whether to lose their employment in a difficult job market, or put themselves in the position of an offensive physical administration of a COVID-19 vaccine that does not yet have studies on its long-term effects.

105. It is insufficient for the Defendants to hide behind the theory that the Plaintiffs were “not forced” to take the vaccine because they could have quit their jobs. The Plaintiffs were coerced to take an unconsented medical treatment, under threat of termination by their employer. This was ultimately directed, and condoned, by Canada.

F. HUMAN RIGHTS VIOLATIONS

106. The Plaintiffs plead discrimination and a breach of the *Canadian Human Rights Act*. The Defendants were legally obliged to respect the autonomy and dignity of the Plaintiffs, as well as the confidentiality of their medical information.

107. The Plaintiffs plead discrimination and a breach of the *Canadian Human Rights Act* on the basis of religion or other protected grounds of discrimination as shall be proven at a trial of this action. The Plaintiffs also plead discrimination on the basis of their COVID-19 vaccination status.

G. CHARTER VIOLATION DAMAGES AND AGGRAVATED, PUNITIVE AND “BAD FAITH” DAMAGES

59. **108.** The Plaintiffs have suffered significant mental and physical anguish as a result of the rapidly evolving situation. They are left to contemplate whether or not they will have the funds available to meet their basic needs, including the purchase of food, clothing, and shelter for themselves and their families.
60. **109.** The Plaintiffs claim punitive damages for the prejudice suffered by them and their families as a result of the implementation of the Order and the Practice, which is discriminatory. The Plaintiffs reserve their rights to amend the amounts claimed for punitive damages to account for future economic losses, including but not limited to loss of income due to suspension or dismissal as a result of their refusal to comply with the Practice.
61. **110.** In addition to damages for *Charter* violations, the Defendants are liable for further aggravated and punitive damages stemming from the unduly harsh, insensitive manner in which it carried out the suspensions (~~*Honda Canada Inc v Keays*, [2008] 2 SCR 362~~).
62. **111.** The Plaintiffs have suffered measurable damages, including mental distress, anxiety, and, in particular, injury to dignity and self-respect. The Plaintiffs are therefore entitled to significant damages due to the manner in which Canada Post suspended their employment, including a claim for punitive aggravated damages arising from flagrant human rights and *Charter* violations.
63. **112.** Scientific data shows that the COVID-19 virus poses no serious health risk to 99.97% of Canadians, and that nearly all deaths directly attributable to the virus occur in persons over 80 years of age suffering from multiple co-morbidities and compromised immune systems. Such persons are not part of the Canadian workforce. The risk of serious illness or death to persons under the age of 60, which includes the majority of the Plaintiffs, remains vanishingly low.
64. **113.** The best scientific data available shows that there is but a 0.7% risk of asymptomatic spread of the COVID-19 virus—even among persons living in the same household.
65. **114.** There is no scientific data to support the conclusion that the COVID-19 vaccines have had any impact upon reducing the spread of the virus. In fact, Israel is the most universally vaccinated nation in the world, and yet is experiencing a huge spike in new cases.

66. 115. There are many reasonable and practical alternatives to mandatory vaccination that are more effective at controlling the spread of the virus among Canada Post employees, all of which are far less prejudicial than summary termination of loyal employees exercising their human right and civil liberty to not attest as to their medical record status regarding the COVID-19 vaccination.

67. 116. The collection of vaccine status is not confidential. When ~~an Employee is~~ the Plaintiffs were placed on unpaid leave, their status is was immediately apparent.

68. 117. As a result of these breaches, the Plaintiffs have each suffered the following damages:

- a. Severe and permanent psychological, physical and emotional trauma;
- b. Loss of employment opportunities;
- c. Worsening physical health because of inadequate medical support;
- d. Threats and assaults;
- e. Loss of sleep;
- f. Loss of trust in others;
- g. Loss of self-confidence;
- h. Loss of income;
- i. Loss of opportunity for future income;
- j. Post-traumatic stress disorder; and
- k. Other such damages as will be proven at the trial of this action.

69. 118. The Defendants actively, knowingly, and willfully participated in harming the Plaintiffs. The Defendants' conduct was high handed and improper.

70. 119. The Plaintiffs seek all of their common law and or statutory entitlements.

74. 120. The Plaintiffs plead and rely upon the following:

- a. *Federal Courts Act*, RSC 1985, c F-7;
- b. *Federal Courts Rules*, SOR/98-106;
- c. *Constitution Act, 1867*, 30 & 31 Victoria, c 3 (UK);
- d. *Constitution Act, 1982*, s. 35(1), being Schedule B to the *Canada Act, 1982* (UK) c 11;

- e. *Canadian Charter of Rights and Freedoms, Part I of the Constitution Act, 1982*, being Schedule B to the *Canada Act 1982 (UK)*, 1982, c 11, s 91(24);
 - f. *Canadian Human Rights Act*, RSC, 1985, c. H-6;
 - g. *Financial Administration Act*, RSC, 1985, c. F-11;
 - h. ~~*Criminal Code, R.S.C. 1985, c C-46;*~~
 - i. ~~*Canada Labour Code (R.S.C., 1985, c. L-2);*~~
 - j. ~~*Genetic Non-Discrimination Act (S.C., 2017, c. 3);*~~
 - k. ~~*Assisted Human Reproduction Act (S.C., 2004, c. 2)*~~
 - l. i. *Canada Post Corporation Act*, RSC, 1985, c. C-10;
 - m. j. *Hazardous Products Act (R.S.C., 1985, c. H-3); and*
 - n. k. *Canada Post's Mandatory Vaccination Practice; and*
- l. *Such further and other authorities and legislation as counsel may advise and this Honourable Court may accept.*

The Plaintiffs propose that this action be tried at Edmonton, Alberta.

8 July 2022

Leighton B.U. Grey, Q.C. K.C.
 #200, 5110-51 Avenue, PO Box 1028
 Cold Lake, Alberta T9M 1P3
 Ph: (780) 594-0299
 Fax: (780) 594-0211
 Email: lgrey@gwslp.ca