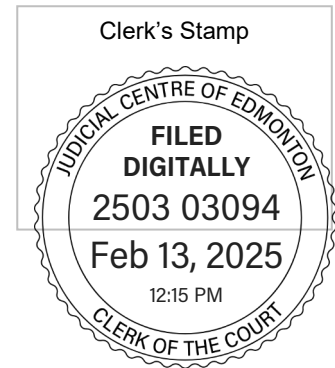


COURT FILE NUMBER
COURT COURT OF KING'S BENCH OF ALBERTA
JUDICIAL CENTRE EDMONTON
PLAINTIFFS LORI HAND, OLGA COLLINS, LISA WOLFS, and SCARLETT MARTYN
DEFENDANTS ROCCO GALATI LAW FIRM PROFESSIONAL CORPORATION: ROCCO GALATI, CONSTITUTIONAL RIGHTS CENTRE INC.
DOCUMENT STATEMENT OF CLAIM



Proceeding under the *Class Proceeding Act*, SA 2003, c. C-16.5

ADDRESS FOR SERVICE AND CONTACT INFORMATION OF PARTY FILING THIS DOCUMENT **Umar Sheikh Professional Corporation D/BA Sheikh Law**
Suite 3400, 10180 – 101 Street
Edmonton, AB, T5J 3S4
ATT: Umar Sheikh usheikh@sheikhlaw.ca
Ph: 250 507 7599

WESTPOINT LAW GROUP
2200-1177 W. Hastings Street
Vancouver, BC V6E 2K3

ATT: Polina H. Furtula service@westpointlawgroup.com
Ph: 604 718-6886

NOTICE TO DEFENDANTS

You are being sued. You are a defendant.

Go to the end of this document to see what you can do and when you must do it.

A. Introduction and Overview:

1. Starting in 2020, the defendants encouraged and benefitted from public fundraising efforts resulting in millions of dollars in legal fees collected to commence litigation across Canada, which challenged various government SARS-CoV-2 virus (“COVID-19”) measures, including constitutional challenges.
2. However, the pleadings drafted in each action disregarded basic rules of court, statutes, common law principles, and made claims that the respective courts did not have jurisdiction to entertain, amongst others. The pleadings were so poorly drafted, they never had a chance of being heard on the merits. These pleadings have been described as “*bad beyond argument*” by more than one judge.
3. The Defendants, Rocco Galati and Rocco Galati Law Firm Professional Corporation (together referred to as the “Galati Defendants”) charged exorbitant legal fees to draft pleadings that they knew or ought to have known would be struck. Rather than amending the pleadings, the Galati Defendants recommended costly appeal proceedings which they knew or ought to have known would fail and would result in significant legal expense.
4. The Galati Defendants did not consult, seek instruction, or adequately inform of known litigation risks of the legal arguments being advanced.
5. The Galati Defendants instructed union clients not to speak or work with their unions and instructed all not to speak with other lawyers, which included obtaining a secondary legal opinion or independent legal advice.
6. The manner in which the Galati Defendants represented the plaintiffs in each action was negligent, constituted a breach of contract and was in breach of fiduciary duties. In the result, clients of the Galati Defendants were ordered to pay up to \$200,000 in court costs due to the manner in which the Galati Defendants had managed each legal proceeding.
7. Furthermore, the Galati Defendants owed a duty of care to members of the public who donated funds to the defendant, Constitutional Rights Centre Inc., to be used by the Galati Defendants to challenge various government COVID-19 measures.
8. The defendant, Constitutional Rights Centre Inc., solicited and received donations from the public to financially support the Galati Defendants in various COVID-19 litigations. The CRC negligently misrepresented to the public the viability of the COVID-19 litigations as described below and the associated qualifications of the Galati Defendants.

B. Facts

The Parties

1. The plaintiff, Lori Hand (“**Ms. Hand**”), is a resident of Alberta. Ms. Hand retained the Galati Defendants, or each of them, to challenge the COVID-19 vaccine mandates related to her

federal employment. She paid \$1,000.00 to the Galati Defendants, or each of them, as a retainer fee.

2. The plaintiff, Olga Collins (“**Ms. Collins**”), is a resident of Ontario. Ms. Collins retained the Galati Defendants, or each of them, to challenge the COVID-19 vaccine mandates related to her employment. She paid \$2,000.00 to the Galati Defendants, or each of them, as a retainer fee.
3. The plaintiff, Scarlett Martyn (“**Ms. Martyn**”), is a resident of Ontario. Ms. Martyn retained the Galati Defendants to challenge the COVID-19 vaccine mandates related to masking mandates in public schools and challenge the COVID-19 vaccine mandates related to her employment. She paid \$3,500.00 to the Galati Defendants, or each of them, as a retainer fee.
4. The plaintiff, Lisa Wolfs (“**Ms. Wolfs**”), is a resident of Ontario. Ms. Wolfs retained the Galati Defendants to challenge the COVID-19 vaccine mandates related to her employment. She paid \$2,000.00 to the Galati Defendants, or each of them, as a retainer fee.
5. The defendant, Rocco Galati (“**Mr. Galati**”), is a lawyer licensed to practice law in the Province of Ontario, with registered address with the Law Society of Ontario at 1062 College Street, Lower Level, Toronto, Ontario M6H 1A9. At all material times, Mr. Galati represented himself as being expert in the field of civil litigation and constitutional law.
6. The defendant, Rocco Galati Law Firm Professional Corporation (the "**Professional Corporation**"), is Mr. Galati's professional corporation and law firm, through which he practices law and invoices clients. At all material times the Professional Corporation represented itself as being expert in the field of civil litigation and constitutional law.
7. The defendant, Constitutional Rights Centre Inc. (the “**CRC**”) is a company incorporated under the laws of Ontario, with a registered or head office address at 1062 College Street, Lower Level, Toronto, Ontario, M6H 1A9. Mr. Galati is the executive director and founder of the CRC. At all material times, the CRC represented the Galati Defendants as being experts in the field of civil litigation and constitutional law.

The Class

8. The plaintiffs bring this action in their own right and on behalf of all persons 18 years old or older or corporate entities, who have made payment either directly to the Galati Defendants or to the CRC for the Galati Defendants to commence COVID-19 litigations between the period of March 1, 2020, to present (the “**Class**”).
9. The following are the proposed subclasses:
 - a. Plaintiff Subclass

Persons who entered into a retainer agreement with the Galati Defendants, or each of them, for the purpose of the Galati Defendants representing them in and

commencing any of the following legal proceedings: Ontario Superior Court of Justice, docket number CV-20-00643451-0000 (the “**2020 Ontario Action**”), Ontario Superior Court of Justice, docket number CV-21-00661200-0000 (“**2021 Ontario Action**”) Ontario Superior Court of Justice, docket number CV-22-00685694-0000 (the “**2022 Ontario Action**”), Ontario Superior Court of Justice Docket number CV-23-00695518-0000 (the “**2023 Ontario Action**”), Supreme Court of British Columbia, Vancouver Registry, docket number S217586 (the “**BC Action**”), or the Federal Court, docket number T-1089-22 (“**Federal Court Action**”).

b. Donation Subclass

Persons who have made payment to the CRC for the Galati Defendants to commence legal challenges to federal, provincial and other entities’ COVID-19 measures.

10. The 2020 Ontario Action, 2021 Ontario Action, 2022 Ontario Action, BC Action, Federal Action, and 2023 Ontario Action will collectively be referred to as the “**Actions**”.

Background

COVID-19 Pandemic

11. In March 2020, Canadian Provinces and Territories and the federal government each proclaimed an unprecedented state of emergency under their respective emergency legislation related to COVID-19.
12. In response to various government COVID-19 measures, public protests ensued throughout Canada.
13. Mr. Galati conducted numerous media appearances, including social media, representing himself as a constitutional expert and spoke out against various government policies, including vaccination mandates. In each of these interviews, Mr. Galati promoted himself as a constitutional law expert and provided his own opinions regarding the validity of various COVID-19 government measures.

Funding Efforts

14. The Galati Defendants, or each of them, solicited public donations themselves or through various fundraising campaigns to bring legal challenges to COVID-19 government measures.
15. Mr. Galati is a director of the defendant, CRC, which is a corporation that solicited funding for COVID-19 litigation.

16. The CRC along with Mr. Galati commenced fundraising campaigns directed at the general public across Canada to raise funds for the Galati Defendants to commence legal actions against the federal and provincial governments, and other entities in response to their COVID-19 measures.
17. The CRC solicited funding from the general public in provinces and territories across Canada. Funding was solicited online through e-transfers, credit card payments and cheques starting from approximately March 2020 to present.
18. The Galati Defendants and the CRC promised to seek injunctions, declarations of invalidity and constitutional challenges to government COVID-19 measures that would affect the rights of the general public.
19. The Galati Defendants, or each of them received in excess of \$1,000,000 from the CRC to pay for the Galati Defendants' legal fees in the Actions.
20. In addition, the Galati Defendants, or each of them, entered into retainer agreements and solicited and received retainer funds from individual plaintiffs in the Actions as described below.
21. Mr. Galati made public statements and appeared in numerous interviews both in his personal capacity and as a representative of the CRC, representing himself and his Professional Corporation as experts in constitutional law and either implicitly or explicitly urged members of the public to donate to the CRC, to fund various litigation when the defendants knew, or out to have known, that the pleadings for each of the COVID-19 litigations were materially deficient and would be struck. Despite this, the Galati Defendants and the CRC continued to accept payment towards each of the Actions.
22. The CRC made further representations to the public and urged public members to donate funds towards a "fight fund" to be used to challenge various public and private COVID-19 measures, including the Actions.

COVID-19 Actions

2020 Ontario Action

23. On or about July 6, 2020, the Galati Defendants commenced an action in Ontario on behalf of VCC and eight individuals. The Statement of Claim consisted of approximately 187 pages in Ontario Superior Court of Justice, docket number CV-20-00643451-0000 (the "**2020 Ontario Action**").
24. Each individual plaintiff in the 2020 Ontario Action signed a retainer agreement for the Galati Defendants, or each of them, to "do all things necessary or reasonable to protect or advance [each plaintiff's] interests" and to advance a claim on their behalf.

25. The declarations and injunctive relief sought in the 2020 Ontario Action, would, if successful, affect the rights and interests of the named plaintiffs and the general public in all provinces.
26. The 2020 Ontario Action was funded in part by public donations to the CRC.
27. At the time they filed the 2020 Ontario Action, the Galati Defendants knew or ought to have known that the pleadings in the 2020 Ontario Action were prolix, argumentative, advanced pseudo-legal concepts and theories incapable of proof in court, disclosed no reasonable cause of action, had no reasonable chance of being heard by the court on the merits, violated Rules, 25.06 and 25.11 of the Ontario *Rules of Civil Procedure*, R.R.O. 1990, Reg. 194 (“**Ontario Rules of Civil Procedure**”) and would be struck.
28. Mr. Galati and the CRC held a news conference on July 9, 2020, where they announced that the Galati Defendants had commenced the 2020 Ontario Action and that they intended to seek an injunction with respect to vaccines and masking measures. On September 2, 2020, Mr. Galati conducted an interview with Rebel News in which he stated that he was “hoping the injunction would be heard before the Christmas holidays” (the “**September 2020 Interview**”).
29. The September 2020 Interview was highly publicized on numerous social media platforms and was used as part of the fundraising efforts of the Galati Defendants and/or the CRC to pay for the legal fees of the Galati Defendants.
30. The Galati Defendants did not prepare the required court documents to seek injunctive relief in the 2020 Ontario Action.
31. On or about June 2024, a motion to strike was filed by the defendants in the 2020 Ontario Action, which is scheduled to be heard on May 1, 2025, by the Ontario Superior Court.

2021 Ontario Action

32. On April 20, 2021, the Galati Defendants commenced an action in the Ontario Superior Court of Justice, docket number CV-21-00661284-0000 (the “**2021 Ontario Action**”) against 17 defendants including, the Chief Medical Officer for various cities in Ontario, the Attorney General for Ontario, the Minister of Education and other government Ministers, various school boards and public-school principals. The action was brought on behalf of 18 minor plaintiffs represented by their litigation guardians, two other individual plaintiffs, and two corporate plaintiffs.
33. Ms. Martyn and each individual plaintiff in the 2021 Ontario Action signed a retainer agreement for the Galati Defendants, or each of them, to advance a claim on their behalf and paid the Galati Defendants a \$2,000.00 non-refundable flat fee retainer to advance a claim on their behalf. (the “**2021 Ontario Action Retainer Agreement**”), the terms of which were not explained by the Galati Defendants, and included *inter alia*:

- a. The Galati Defendants, or each of them, would do all things necessary or reasonable to protect or advance interests of Ms. Martyn and other plaintiffs;
 - b. Ms. Martyn and the other plaintiffs in the 2021 Ontario Action would be jointly and severally liable for court costs.
34. It was an implied term of the 2021 Ontario Action Retainer Agreement, that the Galati Defendants, or each of them, and any other lawyers they retained to work on the 2021 Ontario Action, would:
 - a. be reasonably knowledgeable of applicable court procedure;
 - b. draft pleadings in accordance with the Court rules and procedure;
 - c. draft claims grounded in law;
 - d. follow basic applicable civil procedure rules;
 - e. advise if a conflict arises between the plaintiffs in the 2021 Ontario Action;
 - f. put the interests of their clients, listed plaintiffs, above their own political ideology and beliefs;
 - g. name correct parties;
 - h. provide legal advice as to the various risks of litigation; and
 - i. such further particulars as may be advised.
35. The Galati Defendants received additional retainer funds from public fundraising efforts of the CRC amounting to at least \$275,000 to commence the 2021 Ontario Action.
36. The declarations and injunctive relief sought in the 2021 Ontario Action, would, if successful, affect the rights and interests of the named plaintiffs and the general public in Ontario.
37. At the time they filed the 2021 Ontario Action, the Galati Defendants knew or ought to have known that the pleadings in the 2021 Ontario Action were prolix, argumentative, advanced pseudo-legal concepts and theories incapable of proof in court, disclosed no reasonable cause of action, had no reasonable chance of being heard by the court on the merits, violated Rules, 25.06 and 25.11 of the Ontario *Rules of Civil Procedure*, and would be struck.
38. Since the filing of the Statement of Claim in the 2021 Ontario Action, the Galati Defendants have not taken any steps to advance the 2021 Ontario Action.

2022 Ontario Action

39. On June 13, 2022, the Galati Defendants commenced an action in the Ontario Superior Court of Justice, docket number CV-22-00685694-0000 (the “**2022 Ontario Action**”), against the Premier of Ontario, and other public servants as well as various government agencies and entities on behalf healthcare workers. There were 473 named plaintiffs and 54 named defendants.
40. Ms. Collins and Ms. Wolfs, along with the other plaintiffs in the 2022 Ontario Action, signed a written retainer agreement for the Galati Defendants, or each of them, to advance a claim on their behalf and paid the Galati Defendants a \$2,000.00 non-refundable flat fee retainer (the “**2022 Ontario Action Retainer Agreement**”), the terms of which were not explained by the Galati Defendants, and included *inter alia*:
 - a. The Galati Defendants, or each of them, would do all things necessary or reasonable to protect or advance interests of Ms. Collins, Ms. Wolfs and the other plaintiffs;
 - b. Ms. Collins, Ms. Wolfs and the other plaintiffs in the 2022 Ontario Action would be jointly and severally liable for court costs.
41. It was an implied term of the 2022 Ontario Action Retainer Agreement, that the Galati Defendants, or each of them, and any other lawyers they retained to work on the 2022 Ontario Action, would:
 - a. be reasonably knowledgeable of applicable court procedure;
 - b. draft pleadings in accordance with the Court rules and procedure;
 - c. draft claims grounded in law;
 - d. follow basic applicable civil procedure rules;
 - e. advise if a conflict arises between the plaintiffs in the 2022 Ontario Action;
 - f. put the interests of their clients, listed plaintiffs, above their own political ideology and beliefs;
 - g. name correct parties;
 - h. provide legal advice as to the various risks of litigation; and
 - i. such further particulars as may be advised.
42. The aggregate amount charged by the Galati Defendants was approximately \$946,000 for the 2022 Ontario Action. The Galati Defendants obtained further funding for their legal fees in the 2022 Ontario Action through public donations to the CRC.

43. The declarations and injunctive relief sought in the 2022 Ontario Action, would, if successful, affect the rights and interests of the named plaintiffs and the general public in Ontario and all other provinces.
44. The Galati Defendants provided an opportunity to only five of the 473 named plaintiffs to instruct the Galati Defendants or be made aware of the nature of the claims being advanced, be informed of the risks associated, and provide input into the claims being made in the 2022 Ontario Action.
45. On July 14, 2023, the Galati Defendants served an Amended Statement of Claim, with no substantial amendments.
46. More than 80% (i.e., 387 out of 473) of the plaintiffs in the 2022 Ontario Action were unionized, and as such the Ontario Superior Court of Justice lacked jurisdiction to adjudicate the claims identified by the Galati Defendants with respect to unionized employees. The Ontario labour relations regime, pursuant to the *Ontario Labour Relations Act*, 1995 and binding jurisprudence of the Supreme Court of Canada, has exclusive jurisdiction over union employees. The Ontario Superior Court of Justice also lacked jurisdiction over the seven plaintiffs whose claims related to the revocation or reinstatement of their hospital privileges, because those claims were subject to the jurisdiction and statutory regime set out in the *Ontario Public Hospitals Act*.
47. The unionized plaintiffs were advised and instructed by the Galati Defendants not to speak with or work with their union to resolve their employment grievances. As a result of that advice and instruction, unionized plaintiffs were barred by operation of their respective collective agreements from advancing viable grievances against their respective employers or action against their union.
48. The Galati Defendants also advised and instructed non-unionized plaintiffs in the 2022 Ontario Action not to speak with other legal counsel to obtain a separate opinion or independent legal advice regarding their claims.
49. The pleading in the 2022 Ontario Action sought damages pursuant to the *Canadian Charter of Rights and Freedoms* (the "**Charter**") against all 54 defendants while the Galati Defendants knew or should have reasonably known that potential *Charter* damages would only be applicable to ten defendants.
50. At the time they filed the 2022 Ontario Action, the Galati Defendants knew or ought to have known that the pleadings in the 2022 Ontario Action were prolix, argumentative, advanced pseudo-legal concepts and theories incapable of proof in court, disclosed no reasonable cause of action, had no reasonable chance of being heard by the court on the merits, violated Rules, 25.06 and 25.11 of the *Ontario Rules of Civil Procedure*, and would be struck.
51. On December 18, 2024, Justice Koehnen struck the 2022 Ontario Action, with leave to amend the pleadings and ordered costs totalling \$190,000 against the plaintiffs represented by the Galati Defendants.

2023 Ontario Action

52. On March 1, 2023, the Galati Defendants commenced an action in the Ontario Superior Court of Justice, docket number CV-23-00695518-0000 (the “**2023 Ontario Action**”), against 50 defendants including, the premier of Ontario, various city police and fire departments, public servants and various government agencies and entities, on behalf of approximately 233 municipal employees. The 45 page statement of claim was substantially similar to an earlier claim filed by the Galati Defendants, in the Federal Action that was struck two weeks prior to the filing of the 2023 Ontario Action. In the Federal Action, the court stated the pleadings were “bad beyond argument.”
53. The Galati Defendants provided an opportunity to only five of the 233 named plaintiffs in the 2023 Ontario Action to instruct the Galati Defendants or be made aware of the nature of the claims being advanced, be informed of the risks associated, or provide input into the claims being made in the 2023 Ontario Action.
54. Ms. Martyn along with the other plaintiffs in the 2023 Ontario Action, signed a written retainer agreement for the Galati Defendants, or each of them, to advance a claim on their behalf and paid the Galati Defendants a \$1,500.00 non-refundable flat fee retainer (the “**2023 Ontario Action Retainer Agreement**”), the terms of which were not explained by the Galati Defendants, and included *inter alia*:
 - a. The Galati Defendants, or each of them, would do all things necessary or reasonable to protect or advance interests of Ms. Martyn and other plaintiffs;
 - b. Ms. Martyn and the other plaintiffs in the 2023 Ontario Action would be jointly and severally liable for court costs.
55. It was an implied term of the 2023 Ontario Action Retainer Agreement, that the Galati Defendants, or each of them, and any other lawyers they retained to work on the 2023 Ontario Action, would:
 - a. be reasonably knowledgeable of applicable court procedure;
 - b. draft pleadings in accordance with the Court rules and procedure;
 - c. draft claims grounded in law;
 - d. follow basic applicable civil procedure rules;
 - e. advise if a conflict arises between the plaintiffs in the 2023 Ontario Action;
 - f. put the interests of their clients, listed plaintiffs, above their own political ideology and beliefs;
 - g. name correct parties;
 - h. provide legal advice as to the various risks of litigation; and

- i. such further particulars as may be advised.
56. The aggregate amount charged by the Galati Defendants to commence the 2023 Ontario Action was approximately \$349,500.
57. The Galati Defendants obtained further funding for their legal fees for the 2023 Ontario Action through public donations made to the CRC.
58. The pleading in the 2023 Ontario Action sought, *inter alia*, employment damages resulting from plaintiffs being placed on leave without pay and/or terminated as a result of mandatory COVID-19 vaccination policies.
59. The declarations and injunctive relief sought in the 2023 Ontario Action, would, if successful, affect the rights and interests of the named plaintiffs and the general public in Ontario.
60. More than 90% of the plaintiffs in the 2023 Ontario Action were unionized, and as such the Ontario Superior Court of Justice lacked jurisdiction to adjudicate the claims identified by the Galati Defendants with respect to unionized employees. The Ontario labour relations regime, pursuant to the *Ontario Labour Relations Act*, 1995 and binding jurisprudence of the Supreme Court of Canada, has exclusive jurisdiction over union employees.
61. The unionized plaintiffs were advised and instructed by the Galati Defendants not to speak with nor work with their union to attempt to resolve their employment grievances. As a result of this advice and instruction, unionized plaintiffs were barred by operation of their respective collective agreements from advancing viable grievances against their respective employers or action against their union.
62. The Galati Defendants also advised and instructed non-unionized plaintiffs in the 2023 Ontario Action not to speak with other legal counsel to obtain a separate opinion or independent legal advice regarding their claims.
63. In reliance upon the Galati Defendants representations that they would advance relevant and sound legal claims on their behalf, the plaintiffs in the 2023 Ontario Action became statute barred from advancing alternate claims which may have had a chance of success.
64. At the time they filed the 2023 Ontario Action, the Galati Defendants knew or ought to have known that the pleadings in the 2023 Ontario Action were prolix, argumentative, advanced pseudo-legal concepts and conspiracy theories, disclosed no reasonable cause of action, had no reasonable chance for success, violated Rules, 25.06 and 25.11 of the *Ontario Rules of Civil Procedure*, and would be struck.
65. In or around November 2023, the Galati Defendants, in anticipation of a successful motion to strike by the defendants in that action, issued a demand to the plaintiffs in the 2023 Ontario Action demanding further fees for court costs. The demand stated, *inter alia*:

- a. Each plaintiff provide a further retainer of \$4,500, totaling approximately \$1,048,500, towards covering Court costs to the defendants if the Galati Defendants were unsuccessful; and
 - b. If those funds were not received by January 24th, 2024, the Galati Defendants would discontinue the 2023 Ontario Action because they “cannot be left with the uncertainty of trying to collect Court costs after the fact”.
66. The 2023 Ontario Action plaintiffs did not raise the additional \$1,048,500 demanded and the Galati Defendants communicated that they would discontinue the 2023 Ontario Action.

2021 British Columbia Action

67. In or around 2020, the defendants, or each of them, solicited funds from the public, in association with Action4Canada (“A4C”), an organization based in British Columbia. The fundraising efforts were for the Galati Defendants to commence a proposed class action with respect to government-mandated COVID-19 restrictions that affected British Columbians.
68. By December 25, 2020, according to their website, A4C had raised 50% of the funds needed in order for the Galati Defendants to begin working on the notice of civil claim. A4C thanked everyone who had donated funds “to rise up in defense of what should be.... our “guaranteed” rights and freedoms.”¹
69. On August 17, 2021, the Galati Defendants filed an action in the Supreme Court of British Columbia on behalf of A4C and 16 other plaintiffs under Vancouver registry docket number S217586 (the “**BC Action**”). The BC Action was not brought pursuant to the *Class Proceedings Act R.S.B.C. 1996, c. 50*. The notice of civil claim was approximately 391 pages long challenging the scientific and constitutional foundation of the federal and provincial responses to the COVID-19 pandemic, similar to the allegations in the 2020 Ontario Action.
70. Each individual plaintiff in the BC Action signed a retainer agreement for the Galati Defendants, or each of them, to “to do all things necessary or reasonable to protect or advance [each plaintiff’s] interests” and to advance a claim on their behalf.
71. The Galati Defendants obtained funding for their fees for the BC Action from individual named plaintiffs and from public donations made to the CRC and A4C, or each of them.
72. The declarations and injunctive relief sought in the BC Action, would, if successful, affect the rights and interests of the named plaintiffs and the general public in British Columbia and all other provinces.
73. On or about August 28, 2021, Mr. Galati and the CRC announced that the Galati Defendants were preparing an injunction to stay the “Vaccine Passport” provisions announced in British Columbia.

¹ <https://action4canada.com/legal-action>

74. The Galati Defendants did not prepare the required court documents to seek injunctive relief in the BC Action.
75. At the time they filed the BC Action, the Galati Defendants knew or ought to have known that the pleadings in the BC Action were prolix, argumentative, advanced pseudo-legal concepts and theories incapable of proof in court, had no reasonable chance of being heard by the court on the merits, violated Rules 3-1(2), 3-7, and would be struck pursuant to Rule 9-5(1) of the British Columbia [*Supreme Court Civil Rules*](#), B.C. Reg 168/2009.
76. On August 29, 2022, Mr. Justice A. Ross struck the BC Action, with leave to amend the pleadings. He ordered costs against the personal plaintiffs in that action. In striking the claim, Justice A. Ross commented that “it is counsel’s obligation to draft pleadings that do not offend the mandatory requirements of the Rules” and the pleading was “bad beyond argument”.²
77. Rather than amending the notice of civil claim in the BC Action, the Galati Defendants advised their clients that they should appeal the decision of Mr. Justice A. Ross.
78. At the hearing before the Court of Appeal, Mr. Galati conceded that the notice of civil claim was prolix and must be redrafted. The Galati Defendants also did not identify to the Court of Appeal any reviewable error allegedly made by Mr. Justice A. Ross.
79. On February 23, 2024, the Court of Appeal of British Columbia dismissed the appeal of the BC Action, including in the appeal that the plaintiffs pay costs as ordered by Mr. Justice A. Ross.

2022 Federal Action

80. On May 30, 2022, the Galati Defendants commenced an action in Federal Court, docket number T-1089-22 (the “**Federal Action**”) against the federal government and agents of the Crown, on behalf of approximately 600 plaintiffs.
81. Ms. Hand and each individual plaintiff in the Federal Action paid the Galati Defendants a \$1,000.00 non-refundable flat fee and signed a retainer agreement (the “**Federal Action Retainer Agreement**”), the terms of which were not explained by the Galati Defendants, and included the following :
 - a. The Galati Defendants, or each of them, would do all things necessary or reasonable to protect or advance the interests of Ms. Hand and other plaintiffs; and
 - b. Ms. Hand and the other plaintiffs would be jointly and severally liable for court costs.
82. The aggregate amount charged to individual plaintiffs by the Galati Defendants for the Federal Action was approximately \$600,000.

² *Action4Canada v British Columbia (Attorney General)*, 2022 BCSC 1507.

83. The Galati Defendants obtained further funding of their fees for the Federal Action through public donations to the CRC.
84. It was an implied term of the Federal Action Retainer Agreement, that the Galati Defendants, or each of and any other lawyers they retained to work on the Federal Action, would:
 - a. be reasonably knowledgeable of applicable court procedure;
 - b. draft pleadings in accordance with the Federal Court rules of procedure;
 - c. draft claims grounded in law;
 - d. follow basic applicable civil procedure rules;
 - e. advise if a conflict arises between the plaintiffs in the Federal Action;
 - f. put the interests of their clients, listed plaintiffs, above their own political ideology and beliefs;
 - g. name correct parties;
 - h. amend pleadings rather than appealing the orders striking the pleadings with leave to amend;
 - i. alert plaintiffs of the serious problems with the pleadings as noted above and the grossly deficient way in which each claim was being advanced;
 - j. to not use the same/similar information contained in pleadings of other actions that were deemed to be “bad beyond argument”;
 - k. provide legal advice as to the various risks of litigation; and
 - l. such further particulars as may be advised.
85. The Federal Action alleged that the plaintiffs therein suffered harm as a result of government policy related to COVID-19 vaccination for the Core Public Administration Including the Royal Canadian Mounted Police issued by the Treasury Board of Canada on October 6, 2021, and the Interim Order Respecting Certain Requirements for Civil Aviation Due to COVID-19, No. 61 issued by Transport Canada on April 24, 2022.
86. The declarations and injunctive relief sought, would, if successful, affect the rights and interests of the named plaintiffs, federal employees in all provinces and the general public in all provinces.
87. The plaintiffs in the Federal Action were current or former employees of the Government of Canada, federal Crown corporations, and federally regulated businesses or organizations. The precise circumstances of the Federal Action plaintiffs’ employment were not pleaded in the statement of claim.

88. The vast majority of the plaintiffs in the Federal Action were unionized and any relief against their respective employers in relation to their employment were exclusively governed by the *Federal Public Sector Labour Relations Act (S.C. 2003, c. 22, s. 2)*. The Federal Court has no jurisdiction to adjudicate employment claims of unionized employees against their employers.
89. The unionized plaintiffs were advised and instructed by the Galati Defendants not to speak with nor work with their union to attempt to resolve their employments grievances. As a result of this advice and instruction, unionized plaintiffs in the Federal Action were barred by operation of their respective collective agreements from advancing viable grievances against their respective employers or action against their union.
90. The Galati Defendants also advised and instructed non-unionized plaintiffs in the Federal Action not to speak with other legal counsel to obtain a separate opinion or independent legal advice regarding their claims.
91. At the time they filed the Federal Action, the Galati Defendants knew or ought to have known that the pleadings in the Federal Action were prolix, argumentative, advanced pseudo-legal concepts and theories incapable of proof in court, disclosed no reasonable cause of action, had no reasonable chance of being heard by the court on the merits, violated Rules 173, 174 and 181 of the [Federal Courts Rules](#), SOR/98-106 and would be struck.
92. The defendants in the Federal Action brought a motion to strike the statement of claim in its entirety, without leave to amend and were successful.
93. On February 21, 2023 Justice Fothergill dismissed the Federal Action with leave to amend for some of the plaintiffs and without leave to amend for others and ordered costs against the plaintiffs in the amount of \$5,000 payable forthwith and in any event of the cause,³ stating that the pleadings in that proceeding were similarly “bad beyond argument” for substantially the same reasons identified by Justice A. Ross in the BC Action.
94. The Galati Defendants advised the plaintiffs in the Federal Action to appeal Judge Fothergill’s order to the Federal Court of Appeal and solicited and obtained an additional amount of approximately \$120,000 funding from all plaintiffs in the Federal Action.
95. On June 7, 2024, the Federal Court of Appeal set aside the judgment of the Federal Court and amended it to provide all of the plaintiffs in the Federal Action leave to amend the statement of claim in accordance with the Court of Appeal’s reasons.⁴ The Court of Appeal granted no costs in the appeal and set aside the Federal Court’s costs award (the “Federal Court of Appeal Orders”).
96. Rather than simply amend the statement of claim, on or about July 14, 2024, the Galati Defendants advised their clients that they should appeal the Federal Court of Appeal Orders to the Supreme Court of Canada without explaining the merits, drawbacks and chances of

³ *Adelberg v. Canada*, 2023 FC 252.

⁴ *Adelberg v. Canada*, 2024 FCA 106.

success to take such steps, or the exposure to court costs by each plaintiff and solicited further funds from the Federal Action plaintiffs.

C. Claims

Negligence

Duty of Care owed to Plaintiffs and Class Members

97. The Galati Defendants, or each of them, owed a duty of care to the Plaintiffs and putative class members.
98. The standard of care applicable to the Galati Defendants in the circumstances include the following:
 - a. drafting pleadings in accordance with the applicable rules of court and civil procedure;
 - b. drafting claims grounded in law;
 - c. having reasonable knowledge of applicable or relevant law;
 - d. commencing proceedings at the appropriate venue, where the applicable court has jurisdiction to adjudicate on each claim;
 - e. ensuring they had drafted the pleadings in a way that the court would have jurisdiction to address the issues raised;
 - f. to amend the pleadings rather than appeal the orders striking the pleadings with leave to amend;
 - g. seek injunctions in a reasonably timely manner;
 - h. to pursue each Action so it may be heard on the merits;
 - i. to advance each Action in a reasonably timely manner; and
 - j. such further particulars as may be provided.
99. The Galati Defendants, or each of them, prepared and then filed pleadings in each Action (collectively, the “**Pleadings**”). Each of the Pleadings were grossly deficient in numerous respects, such as being:
 - a. excessively lengthy, containing evidence, prolix, and vexatious, and in violation of the most basic applicable rules of court;
 - b. advanced claims not grounded in statute or the common law;

- c. advanced claims that the respective courts of inherent jurisdiction did not have the jurisdiction to entertain;
 - d. advanced claims that were significantly past limitation periods;
 - e. incorrectly named parties or named the wrong parties; and
 - f. such further particulars as may be provided.
100. The Galati Defendants, or each of them, knew or ought to have known that:
- a. each of the Pleadings were grossly deficient in the way in which each claim was being articulated and advanced;
 - b. each of the Pleadings would be struck;
 - c. the manner in which each claim was being advanced would not advance to trial or a hearing on the merits;
 - d. the plaintiffs in each Action would face adverse costs;
 - e. that appealing an order to strike pleadings with leave to amend rather than simply amending them would:
 - i. not succeed;
 - ii. be significantly costlier in terms of legal fees;
 - iii. expose the plaintiffs to further adverse costs;
 - iv. not move the claim forward; and
 - v. such further particulars as may be provided.
101. It was patently obvious to a reasonable lawyer that the manner in which the Pleadings were drafted would result in being struck by the courts before the allegations could be adjudicated on the merits.
102. Despite this, the Galati Defendants charged exorbitant and excessive rates and legal fees to draft court documents beyond what is considered reasonable in the legal profession.
103. The Galati Defendants, or each of them, breached the duty of care owed to each of the plaintiffs and class members by failing to:
- a. draft pleadings in accordance with the applicable rules of court;
 - b. draft claims grounded in law;

- c. have reasonable knowledge of applicable or relevant law;
 - d. follow basic civil procedure rules;
 - e. correctly name the parties to the action;
 - f. amend pleadings rather than appealing the orders striking the pleadings with leave to amend;
 - g. seek injunctions in a reasonably timely manner;
 - h. to pursue each Action so it may be heard on the merits;
 - i. to advance each Action in a reasonably timely manner; and
 - j. such further particulars as may be provided.
104. The conduct of the Galati Defendants, or each of them, fell below the standard expected of a reasonably prudent barrister and solicitor in the circumstances.

Duty of Care owed to Donation Subclass Members

105. The Galati Defendants, or each of them, owed a duty of care to all Donation Subclass members because all Persons who donated money towards the Galati Defendants legal fees were reasonably foreseeable victims of the Galati Defendants' negligence as set out herein and it would be just and fair to impose a duty of care on the defendants in these circumstances.
106. There is proximity of the Galati Defendants, or each of them, to the Donation Subclass members because the Galati Defendants, or each of them:
- a. actively solicited and/or encouraged public donation to commence legal proceedings challenging government COVID-19 orders, actions or decrees that affected the legal rights of each donor;
 - b. implicitly or explicitly represented themselves as a champion of the people, protecting Canadians' constitutional rights with respect to government COVID-19 orders, actions or decrees;
 - c. implicitly or explicitly represented that their efforts in commencing each Action would protect or positively affect the rights of the general public and the donation Subclass;
 - d. represented themselves as experienced litigation counsel with significant expertise in constitutional matters;

- e. knew or ought to have known, that members of the general public would donate funding towards the Galati Defendants' legal fees to bring legal challenges they would benefit from, such as the injunctions and declarations sought in each Action;
 - f. made public representations either directly or through the Funding Entities that the public donations towards legal fees of the Galati Defendants were needed to commence or continue each Action;
 - g. knew or ought to have known that the members of the public would rely on the above representations and be induced to donate funds for the legal fees of the Galati Defendants; and
 - h. such further particulars as may be provided.
107. It was reasonably foreseeable by the Galati Defendants that the donations towards the Galati Defendants' legal fees would affect the economic interests of the Donation Subclass.

Fiduciary Duty owed to Plaintiff Subclass Members

108. The Galati Defendants, or each of them, owed a fiduciary duty of care to all Plaintiff Subclass members because they had a direct solicitor-client relationship.
109. In addition to the standard of care set out above, the following were also applicable to the standard of care owed by the Galati Defendants, or each of them, to the Plaintiff Subclass:
- a. providing legal advice regarding the risk that the Pleadings would be struck if filed as drafted;
 - b. providing legal advice of the risk of adverse costs to each plaintiff;
 - c. advising clients that they may seek independent legal advice; and
 - d. to put the interest of their clients and listed plaintiffs, above their own political ideology and beliefs; and
 - e. such further particulars as may be provided.
110. In addition to the breaches articulated above, the Galati Defendants, or each of them, further breached the duty of care owed to the Plaintiff Subclass as follows:
- a. failing to alert them of the serious problems with each of the Pleadings as noted above and the grossly deficient way in which each claim was being advanced;
 - b. failing to provide legal advice as to the various risks of litigation;
 - c. failing to advise of the conflict of interest between respective plaintiffs in each Action;

- d. failing to advise that the plaintiffs in each action may and should seek independent legal advice; and
- e. such further particulars as may be provided.

Breach of Contract

- 111. The Galati Defendants, or each of them, entered into a contractual relationship with the Plaintiff Subclass members for the Galati Defendants to commence and manage the Actions.
- 112. The Galati Defendants breached the terms of the Federal Action Retainer Agreement, and the standard of care owed to Ms. Hand and other plaintiffs in the Federal Action, and she suffered damages as a result. Particulars of which include *inter alia*:
 - a. \$1,000 paid to the Galati Defendants;
 - b. liability on a joint and several basis for any adverse costs awards;
 - c. missed limitation periods resulting in her claims being statute barred;
 - d. not advancing viable grievances against her employers or action against her union; and
 - e. such further particulars as may be provided.
- 113. The Galati Defendants breached the terms of the 2022 Ontario Action Retainer Agreement, and the requisite standard of care owed to Ms. Collins, Ms. Wolfs and all plaintiffs in the 2022 Ontario Action and she suffered damages, particulars of which include:
 - a. \$2,000.00 paid to the Galati Defendants;
 - b. liability on a joint and several basis for any adverse costs awards;
 - c. missed limitation periods resulting in her claims being statute barred;
 - d. not advancing viable grievances against her employer or action against her union; and
 - e. such further particulars as may be provided.
- 114. The Galati Defendants breached Retainer Agreements, and the requisite standard of care owed to Ms. Martyn and all plaintiffs in the 2023 Ontario Action, and she suffered damages, particulars of which include:
 - a. \$1,500.00 paid to the Galati Defendants;
 - b. \$2,000.00 paid to the Galati Defendants;

- c. Ms. Martyn was statute barred from advancing alternate claims through her union or otherwise, which may have had a chance of success; missed limitation periods resulting in the claim being statute barred;
 - d. not advancing viable grievances against her employers or action against her union; and
 - e. such further particulars as may be provided.
115. It was an express or implied term of each retainer agreement that the Galati Defendants, or each of them:
- a. would do all things necessary or reasonable to protect or advance their interests;
 - b. draft pleadings in accordance with the applicable rules of court;
 - c. draft claims grounded in law;
 - d. have reasonable knowledge of applicable or relevant law;
 - e. follow basic civil procedure rules;
 - f. put the interests of their clients, above their own political ideology and beliefs;
 - g. name correct parties;
 - h. amend pleadings rather than appealing the orders striking the pleadings with leave to amend; and
 - i. provide legal advice regarding each step of the litigation;
 - j. provide legal advice as to the various risks of litigation; and
 - k. such further particulars as may be advised.
116. The Galati Defendants breached the above noted express and implied terms of their contract with each Plaintiff Subclass member.

Negligent Misrepresentation

117. The defendants, Mr. Galati and the CRC, owed a duty of care to donors to the CRC and the Donation Subclass. As potential donees, Donation Subclass members relied on the information provided to them by the CRC and Mr. Galati on behalf of the CRC about the Galati Defendants and the Actions. This reliance on specific statements made by the CRC created a special relationship between them.
118. The CRC made the following representations which were untrue, inaccurate, or misleading:

- a. that Mr. Galati was “Canada’s top constitutional lawyer”, a “top constitutional lawyer” or words to that effect;
- b. the Galati Defendants would seek an injunction with respect to vaccines and masking measures in Ontario;
- c. the Galati Defendants were preparing an injunction to stay the “Vaccine Passport” provisions announced in British Columbia; and
- d. such further particulars as may be provided.

(the “**Misrepresentations**”)

119. The CRC did or ought to have reasonably foreseen that the Donation Subclass members would rely on the Misrepresentations.

The Donation Subclass members reasonably relied upon the Misrepresentations and suffered foreseeable damages as a result.

Damages

120. As a result of the negligence of the Galati Defendants, the plaintiffs and class members suffered damages, particulars of which include:

- a. loss of funds paid to the Galati Defendants to prepare deficient Pleadings;
- b. loss of funds used to appeal decisions striking the Pleadings, rather than simply amending the Pleadings;
- c. missed limitation periods resulting in claims or legal challenges being statute barred; and
- d. such further particulars as may be provided.

121. As a result of the negligence and breach of contract of the Galati Defendants, the Plaintiff Subclass members suffered damages in addition to those particularized above, particulars of which include:

- a. adverse costs orders;
- b. unionized plaintiffs were barred by operation of their respective collective agreements from advancing viable grievances against their respective employer or action against their respective union; and
- c. such further particulars as may be provided.

122. As a result of the Misrepresentations of the CRC, the Donation Subclass members suffered damages, particulars of which include:

- a. loss of funds paid to the Galati Defendants to prepare deficient Pleadings;
- b. loss of funds used to appeal decisions striking the Pleadings, rather than simply amending the Pleadings;
- c. missed limitation periods resulting in claims or legal challenges being statute barred; and
- d. such further particulars as may be provided.

Punitive and Exemplary Damages

123. The Galati Defendants and the CRC engaged in conduct, which was reckless, self-serving, and indifferent to the foreseeable harm suffered by the plaintiffs and class members. They acted with a blatant disregard for the plaintiffs and class members' best interests, exploiting individuals who were vulnerable and reasonably reliant upon the defendants' representations.
124. The Galati Defendants' actions have undermined the trust between solicitor and client, risking disrepute and fracturing public confidence in the legal profession.

D. Remedy Sought

125. The plaintiffs claim, on their own behalf and on behalf of the Class and each Subclass, as follows:
 - a. an order certifying this action as a class action proceeding and appointing the plaintiffs as the representative plaintiffs under the *Class Proceedings Act*;
 - b. an accounting and disgorgement of revenue obtained by each of the Galati Defendants to draft each Pleading and to pursue each appeal;
 - c. general damages estimated to be \$4,000,000 or such amount to be proven at trial;
 - d. special damages estimated to be \$1,000,000 or such amount to be proven at trial;
 - e. aggravated and/or punitive damages estimated to be \$1,000,000 or such amount to be proven at trial;
 - f. pre-judgment interest;
 - g. special costs or in the alternative, costs; and
 - h. such further and other relief as this Honourable Court may deem just.
126. The plaintiffs propose that this Action be tried in the City of Edmonton, in the Province of Alberta.

NOTICE TO THE DEFENDANT(S)

You only have a short time to do something to defend yourself against this claim:

- 20 days if you are served in Alberta
- 1 month if you are served outside Alberta but in Canada
- 2 months if you are served outside Canada.

You can respond by filing a statement of defence or a demand for notice in the office of the clerk of the Court of King's Bench at Edmonton, Alberta, AND serving your statement of defence or a demand for notice on the plaintiff(s)' address for service.

WARNING

If you do not file and serve a statement of defence or a demand for notice within your time period, you risk losing the law suit automatically. If you do not file, or do not serve, or are late in doing either of these things, a court may give a judgment to the plaintiff(s) against you.