



ONTARIO
SUPERIOR COURT OF JUSTICE

BETWEEN:

LISA WOLFS

Plaintiff

and

HIS MAJESTY THE KING IN RIGHT OF THE PROVINCE OF ONTARIO and DR. KIERAN
MICHAEL MOORE IN HIS CAPACITY AS CHIEF MEDICAL OFFICER OF HEALTH FOR
THE PROVINCE OF ONTARIO

Defendants

Proceeding under the *Class Proceeding Act, 1992*

STATEMENT OF CLAIM

TO THE DEFENDANT

A LEGAL PROCEEDING HAS BEEN COMMENCED AGAINST YOU by the Plaintiff. The Claim made against you is set out in the following pages.

IF YOU WISH TO DEFEND THIS PROCEEDING, you or an Ontario lawyer acting for you must prepare a Statement of Defence in Form 18A prescribed by the *Rules of Civil Procedure*, serve it on the Plaintiff's lawyer or, where the Plaintiff does not have a lawyer, serve it on the Plaintiff, and file it, with proof of service in this court office, WITHIN TWENTY DAYS after this Statement of Claim is served on you, if you are served in Ontario.

If you are served in another province or territory of Canada or in the United States of America, the period for serving and filing your Statement of Defence is forty days. If you are served outside Canada and the United States of America, the period is sixty days.

Instead of serving and filing a Statement of Defence, you may serve and file a Notice of Intent to Defend in Form 18B prescribed by the *Rules of Civil Procedure*. This will entitle you to ten more days within which to serve and file your Statement of Defence.

IF YOU FAIL TO DEFEND THIS PROCEEDING, JUDGMENT MAY BE GIVEN AGAINST YOU IN YOUR ABSENCE AND WITHOUT FURTHER NOTICE TO YOU. IF YOU WISH TO DEFEND THIS PROCEEDING BUT ARE UNABLE TO PAY LEGAL FEES, LEGAL AID MAY BE AVAILABLE TO YOU BY CONTACTING A LOCAL LEGAL AID OFFICE.

IF YOU PAY THE PLAINTIFF'S CLAIM, and \$20,000 for costs, within the time for serving and filing your Statement of Defence you may move to have this proceeding dismissed by the Court. If you believe the amount claimed for costs is excessive, you may pay the Plaintiff's claim and \$400 for costs and have the costs assessed by the Court.

TAKE NOTICE: THIS ACTION WILL AUTOMATICALLY BE DISMISSED if it has not been set down for trial or terminated by any means within five years after the action was commenced unless otherwise ordered by the court.

Date

Issued by

Local Registrar

Address of court office: Superior Court of Justice Oshawa (Durham)
150 Bond Street East Oshawa ON
L1G0A2

TO: THE ATTORNEY GENERAL OF CANADA
Department of Justice Canada
Ontario Regional Office
120 Adelaide Street West, Suite #400
Toronto, Ontario M5H 1T1

CLAIM

Relief Sought

1. The Plaintiff on their own behalf and on behalf of all members of the class of persons described infra. at paragraph 11 (the “Class” or “Class Members”) is seeking:
 - a. An order certifying this action as a class proceeding and appointing Lisa Wolfs as the Representative Plaintiff for the Class Pursuant to the *Class Proceedings Act, 1992*, S.O, 1992, c. 6 (“CPA”);
 - b. A declaration that the Defendants were negligent in the distribution, marketing, public recommendation and mandate of the COVID-19 vaccine;
 - c. General Damages for pain and suffering including emotional distress and mental anguish in the amount of \$50,000,000.00 or such different amount as may be proved at trial;
 - d. General Damages as a result of the Defendants Misfeasance in Public Office in the amount of \$50,000,000.00;
 - e. General Damages as a result of the Defendants tortious inducement to breach contract in the amount of \$20,000,000.00;
 - f. Special damages on account of among other things, loss of income, medical and other expenses for testing, treatment and medical monitoring whether incurred by Class Members or a public health insurer, pursuant to all subrogated and/or direct rights of recovery, the particulars of which will be provided to the Defendants prior to trial, or in such an amount as may be proved at trial;
 - g. Punitive or exemplary and/or aggravated damages in the amount of \$50,000,000.00 or such other amount as this Honourable Court finds appropriate;

- h. Costs of notice and administering the plan of distribution of the recovery in this action plus applicable taxes pursuant to s.26(9) of the CPA;
- i. Pre-judgment interest on the damages in accordance with the provisions of the *Courts of Justice Act*, R.S.O 1990, c. C.43, as amended;
- j. Post-judgment interest on damages and costs awarded from the date of judgment herein to the date of payment in accordance with the provisions of the *Courts of Justice Act*, R.S.O. 1990, c. C.43 as amended;
- k. Costs of this action on a substantial indemnity basis, together with applicable taxes therein; and
- l. Such further and other relief as this Honourable Court may deem just.

The Parties

2. The Plaintiff Lisa Wolfs (“Wolfs”) was an employee of London Health Sciences Centre and held the position of Clinical Nurse Educator in the Renal Program. Wolfs had been an employee of London Health Sciences Centre since April 28, 2006, and maintained an exemplary and unblemished record. Ms. Wolfs went on medical leave September 15, 2021, and upon being medically cleared to return to work, Ms. Wolf was subsequently terminated on August 4, 2022. Wolfs was subject to and terminated pursuant to the Chief Medical Officer of Health’s (“CMOH”) issuance of COVID-19 Directive 6 for Public Hospitals within the meaning of the *Public Hospitals Act*, Service Providers with the meaning of the *Home Care and Community Services Act*, 1994, Local Health Integration Networks within the meaning of *Local Health System Integration Act*, 2006, and Ambulance Services within the meaning of the *Ambulance Act* R.S.O. 1990 c. A19 (“the Order”). Wolfs is a member of the Ontario Nurses Association (“ONA”) and at all times was governed by the ONA collective agreement (“the contract”). Wolfs is a resident of Ontario.

3. The Defendant, His Majesty the King (“Canada”), in Right of the Province of Ontario may exclusively make laws in relation to matters that are not within the jurisdiction of the Government of Canada, and its ministers may make orders pursuant to the *Emergency Program Act*, R.S.B.C. 1996, c. 111 (the “EPA”), *Public Health Act*, SBC 2008, C 28 and has an address for service of the Attorney General of Canada, Department of Justice Canada, Ontario Regional Office 120 Adelaide Street West, Suite #400 Toronto, Ontario M5H 1T1.

4. The Defendant, Dr. Kieran Moore, is Ontario’s Chief Medical Officer of Health appointed under section 13 of the *Public Health Act*, RSA 2000 c P-37 (“PHA”) and is responsible for issuing public health orders and directives in Ontario.

Class Definition

5. This action is brought on behalf of members of the class consisting of all unionized healthcare workers in Ontario who have been subject to the issuance of the COVID-19 Directive 6 for Public Hospitals within the meaning of the *Public Hospitals Act*, Service Providers with the meaning of the *Home Care and Community Services Act*, 1994, Local Health Integration Networks within the meaning of *Local Health System Integration Act*, 2006, and Ambulance Services within the meaning of the *Ambulance Act* R.S.O. 1990 c. A19 issued by the CMOH on August 17, 2021 pursuant to Part VI.I, Section 77.7 of the *Health Protection and Promotion Act*, R.S.O. 1990, c.H.7

6. It is estimated that the Class consists of thousands of healthcare workers and healthcare service workers in Ontario.

Public Health Order Directive 6

7. On August 17, 2021, the Chief Medical Officer of Health, (Pursuant to section 77.7 of the *Health Protection and Promotion Act*, R.S.O, 1990, c.H.7), issued COVID-19 Directive 6 for Public Hospitals within the meaning of the *Public Hospitals Act*, Service Providers with the meaning of the *Home Care and Community Services Act*, 1994, Local Health Integration Networks within the

meaning of *Local Health System Integration Act*, 2006, and Ambulance Services within the meaning of the *Ambulance Act* R.S.O. 1990 c. A19 (“the Order”).

8. The Order stated, *inter alia*,
 - a. Every Covered Organization must establish, implement, and ensure compliance with a COVID-19 vaccination policy requiring its employees, staff, contractors, volunteers and students to provide:
 - I. Proof of full vaccination against COVID-19; or
 - II. Written proof of a medical reason, provided by a physician or registered nurse in the extended class that sets out: (i) a documented medical reason for not being fully vaccinated against COVID-19, and (ii) the effective time-period for the medical reasons; or
 - III. Proof of completing an educational session approved by the Covered Organization about the benefits of COVID-19 vaccination prior to declining vaccination for any reason other than a medical reason. The approved session must, at minimum address:
 - i. How COVID-19 vaccines work;
 - ii. Vaccine safety related to the development of the COVID-19 vaccines;
 - iii. The benefits of vaccination against COVID-19;
 - iv. Risks of not being vaccinated against COVID-19; and
 - v. Possible side effects of COVID-19 vaccinations.

- b. Despite paragraph 1, a Covered Organization may decide to remove the option set out in paragraph 1(c) and require all employees, staff, contractors, volunteers and students to either provide the proof required in paragraph 1(a) or (b).
- c. Where a Covered Organization decides to remove the option set out in paragraph 1(c) as contemplated in paragraph 2, the Covered Organization shall make available to employees, staff, contractors, volunteers and students an education session that satisfies the requirements of paragraph 1(c).
- d. Every Covered Organization's vaccination policy shall require that where an employee, staff, contractor volunteer, or student does not provide proof of being fully vaccinated against COVID-19 in accordance with paragraph 1(a), but instead relies upon the medical reason described at paragraph 1(b) or the educational session at 1(c) or if applicable, the employee, staff, contractor volunteer or student shall:
 - I. Submit to regular antigen point of care testing for COVID-19 and demonstrate a negative result, at intervals to be determined by the Covered Organization, which must be at minimum once every seven days.
 - II. Provide verification for the negative test result in a manner determined by the Covered Organization that enables the Covered Organization to confirm the result at its discretion.
- e. Where the Covered Organization is a public hospital, the Covered Organization's vaccination policy applies to any business or entities operating on the hospital site.
- f. Every Covered Organization must collect, maintain and disclose, statistical (non-identifiable) as follows:
 - I. Documentation that includes (collectively, "the statistical information")

- i. The number of employees, staff, contractors, volunteers and students that provide proof of being fully vaccinated against COVID-19;
 - ii. The number of employees, staff, contractors, volunteers and students that provided a documented medical reason for not being fully vaccinated against COVID-19; and
 - iii. The number of employees, staff, contractors, volunteers and students that completed an educational session about the benefits of COVID-19 vaccination in accordance with 1(c), where applicable.
 - iv. The total number of Covered Organization's employees, staff, contractors, volunteers and students to whom the Directive applies.
- II. Upon request of OCMOH, disclose the statistical information to the Ministry of Health in the manner and within the timelines specified in the request. The ministry may seek additional detail within the requested statistical information outlined above which will also be specified in the request. The Ministry of Health may further disclose this statistical information and make it publicly available.

London Health Sciences Centre

9. On September 3, 2021, in response to the COVID-19 Public Health Order Directive 6 issued by the Ontario Provincial Government, London Health Sciences Centre announced their mandatory COVID-19 vaccination Policy. The London Health Sciences Centre Policy stated, *inter alia*:

- a. "The London Health Sciences Center (LHSC) is committed to ensuring a safe and healthy environment for staff, affiliates, patients and visitors/care partners and recognizes the importance of immunization for staff and affiliates.
- b. The COVID-19 vaccination program is supported by LHSC.

- c. LHSC staff and affiliates will:
- I. Complete a COVID-19 vaccination e-learning program,
 - II. Provide documentation of all required COVID vaccination doses to Occupational Health and Safety Services (OHSSO) or
 - III. Provide valid documentation of a medical exemption to Occupational Health and Safety Services or
 - IV. Provide valid documentation of a medical exemption to Occupational Health and Safety Services,
 - V. Conduct a self-administered COVID-19 rapid antigen test and document results prior to attending work, if an approved exemption is documented. This test is not a replacement for being fully vaccinated but may play a role in the accommodation process.
 - VI. Beginning October 22, 2021, only those with a valid medical exemption or those with exemption under the Human Rights code will be provided this accommodation.
- d. To be considered immunized/vaccinated, all vaccinated staff and affiliates must provide proof of vaccination to Occupational Health and Safety Services (OHSS) as applicable. Staff and Affiliates will be given the option to withhold this information; however, staff and affiliates who choose not to declare their status will be considered to be **not** vaccinated. Documentation of vaccine status will be kept in the OHSS files.
- I. Staff and affiliates who are deemed to be not vaccinated may be accommodated per this policy due to: A confirmed medical contraindication (from attending Physician/Nurse Practitioner reviewed by OHSS), or

- II. A reason that is verified as applicable under the Ontario Human Rights Code”
- e. All other staff and affiliates who are deemed not vaccinated per this policy will NOT be accommodated and will not be allowed to report to work. They will be placed on an unapproved, unpaid leave of absence until they are 14 days past being fully vaccinated.

Formation of the Contract – Lisa Wolfs

10. The Contract is the product of a good faith collective bargaining process. The process includes a procedure through which terms and conditions of employment were settled by negotiations between the employer and their employees on the basis of a comparative equality of bargaining strength.
11. The Contract was negotiated between the Ontario Nurses Association (“ONA”) and the Home and Community Support Services which is comprised of members who work in the health care service profession of which Ms. Wolfs is a member.

The negotiation process included, inter alia:

- a. member consultation;
 - b. development of bargaining proposals;
 - c. an exchange of proposals;
 - d. deliberation on proposals;
 - e. an exchange of consideration;
 - f. an ability to negotiate, amend, reject proposals;
 - g. the right to job action if the parties are unable to reach agreement; and
 - h. A vote in the affirmative on the proposed contract by both the Employer and ONA members.
12. The ONA Agreement does not contain a term or condition of employment which allows employees to unilaterally be placed on an unpaid leave of absence.

13. The ONA Agreement does not contain a term or condition of employment which mandates COVID-19 vaccination.

Background to the COVID-19 Vaccinations – Preventing Transmission

14. The Order ensuing Policy mandated COVID-19 vaccinations which were approved by Health Canada.

15. Health Canada's regulatory approval decisions, product reviews, product monographs and clinical study data on the COVID-19 vaccines was at all material times available to the Provincial Health Officer to inform the development, implementation, and enforcement of the Order and ensuing policy.

16. At the time the Policy was enacted all Health Canada approved COVID-19 vaccinations had filed product monographs which are available to inform the public of the effects of the vaccination. There were six (6) COVID-19 vaccines available to the public in Canada. Listed below is the manufacturer with the name of vaccine in bracket.

- I. Pfizer/BioNTech ("Comirnaty")
- II. Moderna ("Spikevax")
- III. Janssen and Johnson & Johnson ("Jcovden")
- IV. AstraZeneca ("Vaxzevria")
- V. Medicargo ("Covifenz")
- VI. Novavax ("Nuvaxovid")

Each of the COVID-19 vaccines presented above have Product Monographs

17. 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.

18. 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 Plaintiff pleads that the Public Health Officer cannot claim Comirnaty prevents viral transmission of COVID-19 to other people.

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

20. The Product Monograph of VAXZEVRIA™, manufactured by AstraZeneca, does not include any information or direction on the transmission of COVID-19 and therefore the Plaintiff pleads that the Defendants cannot claim VAXZEVRIA™ prevents viral transmission of COVID-19 to other people.

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

22. The Product Monograph of COVIFENZ™, manufactured by Medicago, does not include any information or direction on the transmission of COVID-19 and therefore the Plaintiff pleads that the Defendants cannot claim COVIFENZ™ prevents viral transmission of COVID-19 to other people.

23. The Product Monograph of NUVAXOVID™, manufactured by Novavax, does not include any information or direction on the transmission of COVID-19 and therefore the Plaintiff pleads

that the Defendants cannot claim NUVAXOVID™ prevents viral transmission of COVID-19 to other people.

COVID-19 Vaccination – Safety and Risk of Adverse Event

24. On or about March 29, 2021, The National Advisory Committee on Immunization (NACI), recommended immediately suspending the use of the AstraZeneca-Oxford COVID-19 vaccine in Canadians under 55 years of age.

25. On June 26, 2021, Health Canada updated the product label for the Vaxzevria vaccine manufactured by AstraZeneca. Health Canada acknowledged that potential side effect of blood clots associated with low levels of platelets following immunization.

26. On November 18, 2020, Pfizer-BioNTech released and published updated results of their Phase 3 clinical trials, for the Pfizer and BioNTech COVID-19 vaccination. (“Study 1”).

27. Study 1 showed that of 18,198 individuals in the Vaccination group, 5,770 individuals (26.7%) had an adverse reaction.

28. On April 1, 2021, Pfizer-BioNTech released and published updated results of their Phase 3 clinical trials. (“Study 2”).

29. Study 2 showed that of 21,923 individuals in the Vaccination group, 5,241 individuals (23.9%) had a “related adverse event” and 127 (0.6%) suffered “any serious adverse event.”

30. On or about May 1, 2021, Health Canada announced it was stopping distribution of 300,000 doses of the Johnson & Johnson, Jcovden, vaccine to provinces and territories because the regulator had learned the active ingredient was made at a Baltimore facility where an inspection raised concerns.

31. Moderna submitted results of one phase III randomized trial in support of the emergency use authorization for their vaccines for use in adults. The Moderna trial exhibited a

6% higher risk of serious adverse events in vaccinated individuals compared to the placebo group. 136 per 10,000 versus 129 per 10,000 – risk difference 7.1% per 10,000.

32. In the Moderna trial Serious Adverse Events of Interests (“AESI”) showed 87 AESI (57.3 per 10,000) were reported in the vaccine group and 64 (42.2 per 10,000) in the placebo group, resulting in a 36% higher risk of serious AESI’s.

33. The Medicago Covifenz COVID-19 vaccine was authorized on February 24, 2022, for use in Canada under the *Food and Drug Regulations*, however this vaccine was cancelled by the sponsor on March 31, 2023.

Misfeasance in Public Office

34. The Chief Medical Officer of Health acting under authority of the *Health Protection and Promotion Act* (HPPA), R.S.O. 1990, c. H.7 issued and mandated implementation of the Order. The Plaintiff and Class Members plead that the Chief Medical Officer of Health acted with reckless indifference or willful blindness in issuing and enforcing the Order, such actions included:

- a. The Chief Medical Officer of Health had no basis in fact to justify the Order as a measure to prevent transmission of COVID-19. As such the Plaintiff and Class Members plead that in perpetuating the stated objective of the Order as preventing transmission of COVID-19, the Chief Medical Officer of Health either recklessly or willfully ignored the reality of the vaccine in exercising her authority under the *Health Protection and Promotion Act* (HPPA), R.S.O 1990, c.H.7 with foreseeable losses to the Plaintiff and Class Members;
- b. Known and unknown potential risk of adverse events associated with the COVID-19 vaccination were either recklessly or willfully ignored and omitted by enactment and enforcement of the Order under the *Health Protection and Promotion Act* (HPPA), R.S.O 1990, c.H.7 with foreseeable losses to the Plaintiff and Class Members;

- c. There was no long-term safety data available to the Chief Medical Officer of Health when enacting and enforcing the Order on mandatory vaccinations and as such the Order created a foreseeable and unreasonable risk of harm to the Plaintiff and Class Members; and
- d. The Chief Medical Officer of Health acted in furtherance of an objective which supplanted the stated objectives of the Order as those objectives were known or should have been known to be unachievable by virtue of the Order.

35. The Plaintiff and Class Members plead that as a result of the Chief Medical Officer of Health's actions in enacting and enforcing the Order on mandatory vaccinations, they suffered significant economic deprivation and emotional trauma and that such harm was foreseeable by the Chief Medical Officer of Health

36. The Plaintiff and Class Members plead that the Chief Medical Officer of Health in exercising his statutory authority under the *HPPA* with reckless indifference or willful blindness committed the tort of Misfeasance in Public Office.

Tortious Inducement to Breach Contractual Relation

37. The Plaintiff and Class Members plead that the Order was issued in bad faith as:
- a. The stated objectives of the Order were either known or could reasonably be known to be unachievable and therefore false;
 - b. The risks of adverse harm as a result of complying with the Order were either known to the CMOH or the CMOH acted with reckless indifference to the harm or willful blindness; and
 - c. The Order mandated vaccinations that did not prevent transmission of COVID-19 and such fact was either known to the CMOH, or the CMOH acted with reckless indifference or willful blindness resulting in foreseeable harm.

38. The Order introduced new terms and conditions for continued employment which were not negotiated nor contemplated under the Contract.

39. The Plaintiff and Class Members 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.

40. The Plaintiff and Class Members allege that the following actions taken by Provincially regulated Healthcare facilities (“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.

41. Ms. Wolfs pleads that mandating COVID-19 vaccinations and terminating her employment constituted a breach of the ONA Agreement.

42. The Plaintiff and Class Members 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 Plaintiff and Class Members’ contractual agreements and have refused to pay the sums owing to the Plaintiff and Class Members, the Employers are in breach of their contractual employment agreements.

43. As the Chief Medical Officer of Health, the Defendant was aware of the existence of the contractual employment agreements when he decided to issue the Order.

44. The Plaintiff and Class Members 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 Plaintiff, Class Members, and their Employers.

45. The Plaintiff and Class Members allege that the conduct of the Defendants in inducing the breach of Contract was unjustified and thus unlawful.

46. The Plaintiff and Class Members allege that as a result of the Defendants' interference with the Plaintiff and Class Members' contractual relationship with the Employers, the Defendants have caused the Plaintiff and Class Members to suffer damages.

Privacy Rights

47. The Plaintiff and Class Members plead that in requiring them to disclose private medical information to the Employers, the Order intentionally, or recklessly or willfully, and without claim of right, intruded upon the Plaintiff's and Class Members' private affairs; a reasonable person would regard this intrusion as highly offensive and causative of distress, humiliation, or anguish:

- a. Collection of personal medical information relating to their COVID-19 vaccination status or medical history represents an unreasonable infringement of their privacy rights; and
- b. Dissemination of personal medical information relating to their COVID-19 vaccination status or medical history represents an unreasonable infringement and intrusion of their privacy rights.

48. The Plaintiff and Class Members plead that the Order's intrusion in disclosure of private medical information violates common law and statutory privacy rights.

Conclusion

49. In addition to the foregoing, the Plaintiff and Class members rely upon:

- a. *Class Proceedings Act*, 1992, S.O. 1992, c. 6 (“CPA”)
- b. Section 128 of the *Courts of Justice Act*, R.S.O 1990, c. C.43, as amended;
- c. Section 129 of the *Courts of Justice Act*, R.S.O 1990, c. C.43, as amended;
- d. *Negligence Act*. R.S.O. 1990, c. N.1; and
- e. *Personal Health Information Protection Act*, 2004, S.O. 2004. C. 3, Sched. A.

50. The Plaintiff and Class Members plead that the conduct of the Defendants as outlined in this Statement of Claim demonstrates a wanton, high handed and callous disregard for the interests of the Plaintiff and Class Members. This conduct merits an award of aggravated and punitive damages.

51. The Plaintiff therefore claim the relief set out in paragraph 1.

Lisa Wolfs

-and-

His Majesty The King in Right of The Province of Ontario et al.

Plaintiff

Defendants

**ONTARIO
SUPERIOR COURT OF JUSTICE**

PROCEEDING COMMENCED AT
Oshawa (Durham)

STATEMENT OF CLAIM

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Lawyers for the Plaintiff

RCP-F 4C (September 1, 2020)