

COURT FILE NUMBER

COURT

COURT OF QUEEN'S BENCH OF ALBERTA

JUDICIAL CENTRE

CALGARY

PLAINTIFF

CHRISTOPHER ANDREW, MICHAEL
ANDRUSCO, MATHEW BROOKS, CORY
BRUNEAU, DONOVON COATES, STEPHEN
DABBAGH, NICHOLAS DUGAS, COLIN
FLEURY, DARCY GOOSSEN, DARREN
HANSMA, JASON HORVATH, JONATHAN
ILGERT, EVAN JOHNSON, JAMES
MCDONALD, JAKOB MCKERVEY,
MACKENZIE NIELSEN, MATTHEW POULIN,
WILFRED GORDON RINKE, and JEFFREY
YOUNG

DEFENDANTS

CITY OF CALGARY (CALGARY FIRE
DEPARTMENT)

DOCUMENT

STATEMENT OF CLAIM

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NOTICE TO DEFENDANT

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.

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STATEMENT OF FACTS RELIED ON

A. Definitions

1. 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 the City of Calgary as a member of the Calgary Fire Department.
 - b. **“Employment Insurance Benefits”** (“EI Benefits”) means those benefits established under the *Employment Insurance Act*, SC 1996, c 23;
 - c. **“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.
 - d. **“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.
 - e. **“Proof of Vaccination”** means providing to the City of Calgary 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.

- f. **“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.
- g. **“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).

B. The Parties

2. All the Plaintiffs are Employees of the City of Calgary (the **“City”**) with the Calgary Fire Department (**“Calgary Fire”**) and subject to the 6 October 2021 COVID-19 Vaccination Policy (the **“Policy”**) or were Employees but either resigned or retired under duress because of the Policy.
3. All of the Plaintiffs are unionized under the Firefighters Association, IAFF 255.
4. The Plaintiffs all oppose being Partially Vaccinated or Fully Vaccinated (collectively referred to as **“Vaccinated”**) for COVID-19 for reasons which vary, as described herein.
5. The Plaintiffs all oppose being required to attest to their medical records regarding the COVID-19 vaccination as a condition of their employment for the reasons described herein.
6. The Plaintiffs all oppose being required to conduct frequent COVID-19 Rapid Antigen Tests (**“COVID-19 Testing”**) for the reasons described herein.
7. The Plaintiffs claim that vaccination and COVID-19 Testing absent informed consent and forced disclosure of their private health information about their COVID-19 vaccination status to the City under the threat of administrative and/or disciplinary measures ranging from unpaid leave to termination of employment constitutes serious human rights and *Canadian Charter of Rights and Freedoms* (**“Charter”**) violations.
8. The Defendant is the City of Calgary.

C. The Policy

9. On 6 October 2021, the City of Calgary issued an administrative policy titled “COVID-19 Vaccination Policy” (the “**Policy**”). The Policy required all Employees to be Fully Vaccinated and provide Proof of Vaccination via myHRconnect, or to participate in the Rapid Testing Program which required Employees:

...to submit proof of a negative COVID-19 rapid antigen test on a regular basis as determined by The City, but no less than twice weekly (with a minimum of 72 hours between tests) via City approved technology.

10. Section 8 of the Policy states “[f]ailure to adhere to the Policy, and items contained and referred to within, will result in disciplinary action, up to an including dismissal.”
11. The Policy has created a hostile and toxic work environment and unlawfully requires every Plaintiff to disclose their private health information, namely their COVID-19 vaccination status and/or COVID-19 Test results, as a condition of their employment.
12. Accommodations taking the form of an exemption may be limited by undue hardship or denied because the activity is a bona fide requirement. Where taking part in an activity can be shown to be a bona fide requirement, organizations are required to accommodate to the point of undue hardship (for instance, by assigning an employee an alternative assignment or method of compliance). The Policy was a blanket policy that granted no alternatives.
13. Where a person would be adversely affected based on their religion, the duty to accommodate can require organizations to exempt individuals from taking part in activities that would contravene their religious beliefs or practices. Exemptions are a type of accommodation.

14. Section 4.1.7 of the Policy states:

The City will comply with the *Alberta Human Rights Act*. Employees who can establish that they cannot be Fully Vaccinated for a valid reason related to a protected ground under the Alberta Human Rights Act may request an exemption from the requirement to be Fully Vaccinated by completing and submitting the appropriate form available on myHRconnect. The City will accommodate such Employees to the point of undue hardship. When an exemption is granted, Employees must participate in the Rapid Testing Program on an ongoing basis. At home

testing kits will be available at no cost to Employees who are granted an exemption.

15. However, these exemptions were illusory at best, and it has become clear that the City failed to take requests for exemptions or accommodations seriously despite being bound by the *Alberta Human Rights Act*.
16. Some Plaintiffs sought religious and/or medical exemptions but were denied despite legitimate grounds. The remaining Plaintiffs chose not to apply for accommodation due to concerns regarding their privacy rights and feeling the process was futile since exemption applications appeared to be universally rejected.
17. The Policy 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.
18. The Policy discriminates by mandating that all Employees 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.
19. The Policy 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.
20. The Plaintiffs say that the City is legally obliged to respect the autonomy and dignity of their Employees, and the confidentiality of their medical information; they are obliged not to use medical knowledge to violate the human rights and civil liberties of their Employees, even under threat from government authority. These duties have not been demonstrated in the application of the Policy.
21. The Plaintiffs plead discrimination and a breach of *the Alberta Human Rights Act* on the basis of religion or other protected ground of discrimination.

22. 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.
23. 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.
24. 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.”
25. 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
26. 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.
27. 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”.

28. As a result of the Policy, some of the Plaintiffs lost their sole or primary source of income and were rendered ineligible for EI Benefits. Other Plaintiffs were initially placed on unpaid leaves of absence but later returned to work once the Policy was amended to allow frequent COVID-19 Testing.
29. The Policy is not expressly or implicitly, directly or indirectly part of any collective agreement between the Plaintiffs’ employer and the Plaintiffs’ unions.
30. 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 the City.
31. The dispute raised in this Statement of Claim is not a dispute within the meaning of the Plaintiffs’ collective agreements.
32. No grievance, arbitration, nor adjudication procedure provided for in the Plaintiffs’ respective collective agreements or any applicable law applies to the present issue.
33. Consequently, no arbitrator, adjudicator, nor board has exclusive jurisdiction over the issues raised in the present Statement of Claim.
34. The policies relating to mandatory COVID-19 vaccination for the Employees and their potential to obtain EI Benefits if terminated are rapidly evolving.

D. The Vaccine and Rapid Antigen Testing

35. Four vaccines were authorized in Canada to treat symptoms of COVID-19 at the time the Policy 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.
36. 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.

37. 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. Recent data directly from Pfizer shows cases of serious reactions including myocarditis, pericarditis, Bell's Palsy, thrombosis, immune thrombocytopenia, venous thromboembolism, acute myocardial infarction, cardiac sarcoidosis anaphylaxis and even syphilis.
38. 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.
39. 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.
40. 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.
41. Similarly, COVID-19 Rapid Antigen Testing has not undergone long term safety studies on potential impacts of frequent testing as required by the Policy. No safety data was provided on the chemical contents of the COVID-19 Rapid Tests, creating

a risk that the Plaintiffs would be exposed to toxins each and every time they are tested.

42. Upon acceptance of their respective offers of employment with the City, the Plaintiffs did not agree to any condition of employment involving compulsory vaccinations, let alone injection of a bioweapon bearing a Health Canada warning that is linked to the deaths and injuries of untold recipients, and which is still undergoing clinical trials. The Policy is causing severe hardship and irreparable harm to the City's Employees, including all of the Plaintiffs.

E. Charter Violations

43. The Plaintiffs say that their *Charter* right to freedom of conscience protected under section 2(a) is violated by the Policy requiring attestation of being Fully Vaccinated as this offends their conscientiously held beliefs in a matter that is more than trivial or substantial.
44. The Plaintiffs say that their *Charter* right to freedom of religion as protected under section 2(a) is violated by the Policy requiring attestation of being Fully Vaccinated as this offends their sincerely held religious beliefs in a manner that is more than trivial or substantial.
45. The Plaintiffs say that their right to life interest as protected under section 7 of the *Charter* is violated by the Policy requiring attestation of being Fully Vaccinated or undergoing COVID-19 Testing as it is the direct result of state action imposing an increased risk of harm or death not in accordance with the fundamental principles of justice.
46. The Plaintiffs say that their right to liberty under section 7 of the *Charter* is violated by the Policy requiring attestation of being Fully Vaccinated or undergoing COVID-19 Testing as this interferes with the protected sphere of personal autonomy involving private choices and the right to refuse medical treatment. The Policy is state interference that are not in accordance with the principles of fundamental justice.
47. The Plaintiffs say that their right to security of the person interest protected under section 7 of the *Charter* is violated by the Policy requiring attestation of being Fully

Vaccinated or undergoing COVID-19 Testing 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.

48. The Plaintiffs say that their privacy rights protected by sections 7 and 8 are violated by the Policy requiring attestation of being Fully Vaccinated or attesting to the results of COVID-19 Tests as they require the disclosure of personal medical information.
49. The Plaintiffs claim discrimination, in violation of equality rights under section 15 of the *Charter* by the Policy requiring attestation of being Fully Vaccinated or attesting to the results of COVID-19 Tests. 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.
50. The Plaintiffs say that the Policy and ESDC announcement are a form of state control and state sanction for exercising their *Charter* rights, by suspending Employees without pay and depriving them of any EI Benefits.
51. The Policy violates the Plaintiffs' *Charter* rights and punishes them for the lawful exercise of their fundamental constitutional rights and freedoms.
52. The Policy is not demonstrably justified under section 1 of the *Charter*. It is 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 or who do not undergo frequent COVID-19 Tests reduces the spread of COVID-19. The Policy does not minimally impair the rights of the Plaintiffs. Further, the deleterious and negative impacts of the Policy are disproportionate to the minimal or non-existent benefits it may have.

F. Criminal Assault

53. Forcing a medical intervention on employees under threat of loss of livelihood is a clear violation of the *Criminal Code of Canada* ("CCC") which states in part:

265(1) A person commits an assault when

(a) Without consent of another person he applies force intentionally to the person directly or indirectly...

265(3) For the purposes of this Section, **no consent** is obtained where the complainant submits or does not resist by reason of...

(d) The exercise of authority. [emphasis added]

54. Forcing employees to be vaccinated or take COVID-19 Tests under threat of loss of livelihood is a violation of the CCC.

G. Duty of Persons Directing Work

55. The CCC imposes a duty on all organizations and individuals directing the work of others in Canada to take reasonable steps ensuring the safety of their workers. The CCC states:

217.1 Every one who undertakes, or has the authority, to direct how another person does work or performs a task is under a legal duty to take reasonable steps to prevent bodily harm to that person, or any other person, arising from that work or task.

56. The experimental nature of the Canadian COVID injection program was evident from the outset. The Astra-Zeneca shot was withdrawn from circulation in Canada because it caused thrombosis in 1 out of 58,000 citizens over the age of 80. That shot was then mixed and matched with Pfizer and Moderna injections, without adequate research having been done as to possible adverse effects.

57. There are recent admissions that the Pfizer and Moderna shots are clearly linked to myocarditis in 18 to 24 year-olds. Further evidence has emerged that those previously infected with COVID-19 are at increased risk or harm from subsequent mRNA "vaccines", including myocarditis.

58. By forcing its loyal employees to take experimental injections as a requisite to employment, the City has breached its legal duty to take reasonable steps to prevent bodily harm to its Employees contrary to section 217.1 of the CCC.

H. Charter Violation Damages and Aggravated, Punitive and “Bad Faith” Damages

59. The Plaintiffs have suffered significant mental 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. The Plaintiffs claim punitive damages for the prejudice suffered by them and their families as a result of the implementation of the Policy, 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 Policy.
61. In addition to damages for *Charter* violations, the Defendant is 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. 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 the City suspended their employment, including a claim for punitive aggravated damages arising from flagrant human rights and *Charter* violations.
63. 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. 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. 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. There are many reasonable and practical alternatives to mandatory vaccination or regular COVID-19 Testing that are more effective at controlling the spread of the virus among City 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 or COVID-19 Test results.
67. The collection of vaccine status is not confidential. When an Employee is placed on unpaid leave or otherwise outcast, their status is immediately apparent. In addition, the City displayed all of their Employees' confidential medical information on Telestaff for all City Employees to view which is a violation of FOIP (*Freedom of Information and Protection of Privacy Act*).
68. 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. The Defendant actively, knowingly, and willfully participated in harming the Plaintiffs. The Defendant's conduct was high handed and discriminatory.

REMEDY SOUGHT

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

71. The Plaintiffs seek the following:

- a. A Declaration that the Policy be declared inoperative and unconstitutional;
- b. A Declaration that the Plaintiffs' section 2(a), 7, 8, and 15 *Charter* rights have been violated by the Defendant in a manner that is not justifiable in a free and democratic society;
- c. A Declaration that the Defendant discriminated against the Plaintiffs contrary to the *Alberta Human Rights Act* ("**Act**");
- d. A Declaration that the Policy deprives the Plaintiffs of employment opportunities, on the grounds of religion or other protected ground of discrimination, due to their vaccine status contrary to sections 7(1)-(3) of the *Act*;
- e. A Declaration pursuant to sections 217, 217.1 & 219(1) of the *Criminal Code*, 1985, that the City's mandatory vaccination practice for COVID-19 violates the *Employment Standards Code*, 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 option;
- f. A Declaration pursuant to sections 217, 217.1 & 219(1) of the *Criminal Code*, 1985, that the City violated the *Employment Standards Code*, 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 the City;
- g. A Declaration pursuant to sections 217, 217.1 & 219(1) of the *Criminal Code*, 1985, that the City violated the *Employment Standards Code*, 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.";

- h. A Declaration pursuant to sections 217, 217.1 & 219 of the *Criminal Code*, 1985, that the City violated the *Employment Standards Code*, by refusing to properly investigate thousands of employee health and safety concerns regarding the vaccine products mandated for use by the City, instead, deeming the employees as "non-compliant" in the process by placing them on leave without pay status;
- i. A Declaration pursuant to sections 217, 217.1 & 219 of the *Criminal Code*, 1985, that the City violated the *Employment Standards 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 the City's 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;
- j. A Declaration pursuant to section 3(1) of the *Genetic Non-Discrimination Act*, 2017, that the City violated clause (b) specifically, by requiring them to undergo PCR testing that sampled RNA genetic material (COVID-19 virus) to continue their employment at the City, as per the corporation's mandatory vaccination practice;
- k. A Declaration pursuant to sections 2(g) and 5(1)(f) of the *Assisted Human Reproduction Act*, 2004, wherein the City potentially irreparably and permanently damaged their employees' genetic makeup by suggesting through

their vaccination practice, the use of mRNA vaccine technologies from Pfizer and Moderna;

- l. A Declaration pursuant to section 265.(1) of the *Criminal Code*, 1985, that the City's mandatory vaccination practice for COVID-19 violated the *Employment Standards 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 the City;
- m. Progressive damages for violation of the Plaintiffs' rights pursuant to the *Employment Standards Code* as well *Criminal Code* section 217.(1) totalling the amount of \$500,000.00 per Plaintiff;
- n. Damages for violation of the Plaintiffs' rights pursuant to sections 2(a), 7, 8, and 15 of the *Charter* in the amount of \$500,000.00 per Plaintiff;
- o. Punitive and exemplary damages in the amount of \$500,000.00 per Plaintiff;
- p. Aggravated damages for mental distress in the amount of \$500,000.00 per Plaintiff or in such other amount as is determined by this Honourable Court;
- q. Punitive damages arising from flagrant human rights violations in an amount to be determined by this Honourable Court;
- r. Prejudgment and post judgment interest pursuant to the *Alberta Rules of Court*, as amended;
- s. Costs of this action including cost of all experts on a full fee basis; and
- t. Such further and other relief as this Honourable Court may deem just and equitable in the circumstances.

The Plaintiff pleads and relies upon the following:

- a. *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);
- b. *Alberta Human Rights Act*, RSA 2000, c A-25.5;

- c. *Employment Standards Code*, RSA 2000, c E-9;
- d. *Employment Insurance Act*, SC 1996, c 23;
- e. *Criminal Code of Canada*, RSC 1985, c. C-46;
- f. *Genetic Non-Discrimination Act*, SC 2017, c 3;
- g. *Assisted Human Reproduction Act*, SC 2004, c 2;
- h. City of Calgary's COVID-19 Vaccination Policy, Policy Number ELT2021-1438;
and
- i. Such other enactments and legislation as the Plaintiff may advise and this Honourable Court may consider given the circumstances.

NOTICE TO THE DEFENDANT

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 Queen's Bench at Calgary, 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 against you.