

No. _____
Vancouver Registry

IN THE SUPREME COURT OF BRITISH COLUMBIA

Between

KAL MOHAMED BADELA

PLAINTIFF

And

JOEL A. MORRIS, HAPER GREY LLP, DAVID PILLEY, INSURANCE CORPORATION
OF BRITISH COLUMBIA, BEATA SIWINSKI, EDWARD LEUNG and RYAN
RUGGLES

DEFENDANTS

NOTICE OF CIVIL CLAIM

This action has been started by the plaintiff(s) for the relief set out in Part 2 below.

If you intend to respond to this action, you or your lawyer must

- (a) file a response to civil claim in Form 2 in the above-named registry of this court within the time for response to civil claim described below, and
- (b) serve a copy of the filed response to civil claim on the plaintiff.

If you intend to make a counterclaim, you or your lawyer must

- (a) file a response to civil claim in Form 2 and a counterclaim in Form 3 in the above-named registry of this court within the time for response to civil claim described below, and
- (b) serve a copy of the filed response to civil claim and counterclaim on the plaintiff and on any new parties named in the counterclaim.

JUDGMENT MAY BE PRONOUNCED AGAINST YOU IF YOU FAIL to file the response to civil claim within the time for response to civil claim described below.

Time for response to civil claim

A response to civil claim must be filed and served on the plaintiff(s),

- (a) if you were served with the notice of civil claim anywhere in Canada within 21 days after that service,
- (b) if you were served with the notice of civil claim anywhere in the

- United States of America, within 35 days after that service,
(c) if you were served with the notice of civil claim anywhere else, within
49 days after that service, or
(d) if the time for response to civil claim has been set by order of the
court within that time.

CLAIM OF THE PLAINTIFF

Part 1: STATEMENT OF FACTS

THE PARTIES:

- 1) The Plaintiff, Kal Mohamed Badela (Automation Specialist), has an address for service at 169-720 Sixth Street, New Westminster, BC, V3L 3C5.
- 2) The Defendant, Joel A. Morris ("Morris"), was last known by the Plaintiff to be a partner at the law firm Harper Grey LLP, located at 3200 – 650 West Georgia Street, Vancouver, British Columbia, V6B 4P7.
- 3) The Defendant Harper Grey LLP ("Harper Grey") was duly registered as a limited liability partnership in the province of British Columbia and has an address for service at 3200 – 650 West Georgia Street, Vancouver, British Columbia, V6B 4P7.
- 4) The Defendant David Pilley ("Pilley") was last known by the Plaintiff to be a partner at the law firm Harper Grey LLP ("Harper Grey"), located at 3200 – 650 West Georgia Street, Vancouver, British Columbia, V6B 4P7.
- 5) The Defendant, Insurance Corporation of British Columbia ("ICBC"), is a company duly incorporated under the laws of British Columbia and has an address for service at 151 Esplanade W, North Vancouver, BC, V7M 3H9.
- 6) At all material times, the Defendant Beata Siwinski ("Siwinski") was employed by ICBC as a Support & Recovery Specialist and has an address for service at 151 Esplanade W, North Vancouver, BC, V7M 3H9.
- 7) At all material times, the Defendant Edward Leung ("Leung") was employed by ICBC as a Claims Manager and has an address for service at 151 Esplanade W, North Vancouver, BC, V7M 3H9.

- 8) At all material times, the Defendant Ryan Ruggles (“Ruggles”) was employed by ICBC as a Senior Information Officer and has an address for service at 151 Esplanade W, North Vancouver, BC, V7M 3H9.

The Motor Vehicle Collision

- 9) On or about December 16, 2019, at approximately 6:00 AM, the CR-V operated by the Plaintiff was rear-ended by a vehicle operated by James Joseph Donald (“Donald”).
- 10) On or about October 28, 2022, the Plaintiff filed notice of civil claim No. 246736 in British Columbia Supreme Court, New Westminster Registry, against (“Donald”), ICBC, and several ICBC employees (the “ICBC Defendants”) including Siwinski, Leung and Ruggles, alleging torts of negligence and fraud.
- 11) On a date unknown to the Plaintiff, the ICBC Defendants retained Harper Grey to represent them in the aforementioned action.
- 12) On or about November 18, 2022, the Plaintiff received email from the Defendant Morris informing him that Morris and Harper Grey were appointed counsel for the ICBC Defendants in the aforementioned action. The email included a copy of a response to civil claim filed on behalf of the Defendant ICBC, which was signed by Morris and bore Harper Grey's address for service.
- 13) On or about December 12, 2022, the Plaintiff received a copy of a filed response to civil claim submitted on behalf of several ICBC employees which was signed by Morris and bore Harper Grey's address for service.
- 14) On or about January 12, 2023, and on other dates, the Plaintiff disclosed documents to Defendant Morris in relation to the aforementioned action.

The application to “Sever and Stay”

- 15) On or about March 8, 2023, the ICBC Defendants filed an application to separate themselves, and the facts alleged against them, from the aforementioned action and to stay the claims against them pending the determination of the claim of negligence alleged against Donald (the “Sever and Stay” application).

- 16) On or about April 13, 2023, the ICBC Defendants' Sever and Stay application was heard by Madam Justice Walkem and was adjourned generally for exceeding the court's available time.
- 17) On or about June 19, 2023, the Plaintiff filed a notice of application in the British Columbia Supreme Court to strike the ICBC Defendants' pleadings (the "Application to Strike").

Misrepresentations by Joel A. Morris

- 18) On or about July 12, 2023, ICBC and the ICBC employees filed amendments to their responses to civil claims ("ARTCCs"). Both amended responses were signed by Defendant Morris and had Harper Grey's address for service. The amended responses were served on the Plaintiff.
- 19) The two amended responses to civil claims signed by Defendant Morris and filed in court contained false representations, as detailed below:
 - a) The Defendant Morris received document disclosure from the Plaintiff, which included email communications between the Plaintiff and ICBC employees, including the Defendant Siwinski, who was handling the Plaintiff's insurance claim.
 - b) Further, on dates unknown to the Plaintiff, Defendant Morris received document disclosure from the ICBC Defendants in relation to the facts alleged against them by the Plaintiff.
 - c) The Defendant, Morris, falsified the content of documents that had been disclosed to him by the Plaintiff and the ICBC Defendants, and submitted them in the amended pleadings. Specifically:
 1. Morris extracted and arranged excerpts from documents disclosed to him and presented them in a manner that altered their original meaning.
 2. Morris intended the material he submitted to be deceptive.
 3. Further, Morris concealed material facts from the pleadings and included irrelevant and misleading material.

- d) Further, in the same aforementioned pleadings, the Defendant, Morris, submitted representations that had been disclosed to him by the ICBC Defendants. These representations were false, and Morris knew them to be false.
- 20) On or about July 12, 2023, the Defendants' *Sever and Stay* application and the Plaintiff's *Application to Strike* were scheduled for hearing but were adjourned generally due to a lack of court time. The presiding judge, Justice Matthew Taylor, agreed to hear the parties' submissions on the sequencing of their applications to determine whether the Plaintiff's *Application to Strike* should proceed before the Defendants' *Sever and Stay* application. The judge ordered the parties to file written submissions (the "Sequencing Application") and to schedule a one-hour hearing.
- 21) The Parties' *Sequencing Application* was scheduled to be heard on September 27, 2023.
- 22) In support of the *Sequencing Application*, Morris filed the ICBC Defendants' Book of Record, which included the fraudulent *ARTCCs* dated July 12, 2023, with the intent that the Court would rely on them.
- 23) On or About September 27, 2024, Judge Taylor heard the parties' submissions for the *Sequencing Application*.
- 24) On or about October 20, 2023, Justice Taylor issued a decision on the *Sequencing Application* and ordered that the Plaintiff's *Application to Strike* be stayed, with the Defendants' *Sever and Stay* application to proceed first in time.
- 25) On or about June 4, 2024, the Plaintiff's appeal of Justice Taylor's decision was dismissed.

Unlawful Means Conspiracy

- 26) On or about August 15, 2024, the Plaintiff sent an email to the Defendants, ICBC and Harper Grey, specifically addressed to the individuals listed below, advising them of the false representations made by the Defendant, Morris. The email further cautioned them about potential legal consequences:
- a) The Defendant Beata Siwinski;
 - b) The Defendant Edward Leung;

- c) Derek Lising, Claims Support Assistant-NOCC Handling Dept, Claims Legal Services at ICBC;
- d) Romina Ambrosio, Claim Support Specialist at ICBC;
- e) Jonathan D. Meadows, partner at Harper Grey LLP.
- f) Corinne Caldwell, Chief Operating Officer at Harper Grey LLP.

27) On a date unknown to the Plaintiff, the ICBC Defendants, and each of them, agreed with the Defendants, Morris and Harper Grey LLP, to continue advancing Morris's false representations in order to deceive the Court and have them removed from the claim, as follows:

- a) The Defendants, and each of them, agreed to continue to appoint Harper Grey and Morris as counsel.
- b) The Defendants, and each of them, agreed that Morris would continue advancing the pleadings he had submitted on their behalf, which they knew contained his false representations and deceitful material.

28) On or about September 11, 2024, the Plaintiff filed an application to set aside Justice Taylor's October 20, 2023 order on the basis that it was obtained by deceit (the "Application to Set Aside") accompanied by affidavit evidence and exhibits served on Morris and the other Defendants. The Application was scheduled to be heard on December 2, 2024.

29) On or about October 8, 2024, Justice Taylor was assigned to manage the Plaintiff's claim.

30) On or about November 19, 2024, Justice Taylor set February 6 and 7, 2025, as the dates for hearing the Defendants' *Sever and Stay* application.

31) The Plaintiff's *Application to Set Aside*, scheduled for hearing on December 2, 2024, and subsequently on January 13, 2025, was adjourned generally on both occasions due to a lack of court time. On both dates, Harper Grey assigned the Defendant, Pilley, a partner in their law firm, as counsel in place of Morris to represent the ICBC Defendants at the hearing.

32) Pilley knew that the Application to Set Aside alleged fraud against Morris and that its purpose was to expose and set aside the fraudulent pleadings. Pilley had knowledge of, and possession of, copies of the supporting affidavit evidence and exhibits.

- 33) Pilley, Harper Grey, and Morris, and each of them, agreed to continue advancing Morris's fraud upon the Court. To that end, Pilley was assigned to defeat the Plaintiff's *Application to Set Aside*.
- 34) The Plaintiff was unable to reschedule the *Application to Set Aside* to a date prior to the hearing of the Defendants' *Sever and Stay* application.
- 35) In support of the Defendants' Sever and Stay application, the Defendant, Morris, submitted into Court the ICBC Defendants' Book of Record, which included the fraudulent ARTCCs. Morris intended that the Court rely on those pleadings, including his false representations.
- 36) On or about February 6 and 7, 2025, Justice Taylor heard the Defendants' Sever and Stay application.
- 37) On or about March 19, 2025, Justice Taylor ordered that the Defendants be severed and that the allegations against them be stayed.
- 38) As a result of the Defendants' actions, the Plaintiff have suffered, and will continue to suffer, loss and damage, particulars of which include, inter alia, the following:
- a) The Plaintiff was unlawfully deprived of his right to advance his cause of action against the ICBC Defendants in the motor vehicle and fraud action.
 - b) Increased litigation costs and time.
 - c) Irreversible loss of evidence, without which the Plaintiff could not successfully continue to advance his motor vehicle and fraud action.
 - d) Such further particulars as may be determined.

Part 2: RELIEF SOUGHT

- 1) The Plaintiffs claim against the Defendants, and each of them, for general damages.
- 2) The Plaintiffs claim against the Defendants, and each of them, for special damages.
- 3) The Plaintiffs claim against the Defendants, and each of them, for punitive damages.
- 4) The Plaintiffs claim against the Defendants, and each of them, for aggravated damages.
- 5) The Plaintiffs claim against the Defendants, and each of them, for interest pursuant to the Court Order Interest Act, R.S.B.C. 1996, c. 79.

- 6) The Plaintiffs claim against the Defendants, and each of them, for costs.
- 7) The Plaintiffs claim such further and other relief as this Honorable Court deems just.
- 8) The Plaintiff is entitled to damages for mental distress, inconvenience, and damages at large.
- 9) The Defendants have engaged in conduct that is harsh, reprehensible, and calculated to cause harm to the Plaintiff. Their conduct is deserving of condemnation and warrants punishment in the form of an order for punitive damages.

Part 3: LEGAL BASIS

False Representations and Conspiracy

Joel A. Morris

- 1) The Defendant Morris falsified statements and concealed material facts in order to deceive the Court for the purpose of causing harm to the Plaintiff.
- 2) Morris knew the Court would rely on the fraudulent ARTCCs in the hearing of the Sever and Stay application, and, in fact, he intended to deceive the Court with his false and misleading representations.
- 3) The Defendant Morris intended to, and did in fact, target the Plaintiff; his fraud was designed to ensure that the Plaintiff's claims against the ICBC Defendants would not proceed, and he used unlawful means to achieve that objective.
- 4) The Defendant Morris's fraud resulted in loss and damage to the Plaintiff.

Authority: GEC (Richmond) GP Inc. v. Romspen Investment Corporation, 2025 BCCA 332 at para. 99 (Unlawful Means Tort)..

David Pilley and Haper Grey LLP

- 5) The Defendants Pilley and Harper Grey, and each of the, agreed with Morris to advance his false representations. To that end, Pilley was assigned as counsel to the ICBC Defendants in order to defeat the Plaintiff's Application to Set Aside, which was intended to expose the fraud. Harper Grey, Pilley, and Morris worked together to continue to defraud the Court and to target the Plaintiff.

- 6) The Defendant Pilley, Harper Grey, and Morris, and each of them, conspired to deceive the Court and to cause harm to the Plaintiff. As a result, the Plaintiff did in fact suffer, and will continue to suffer, loss and damage.

Authority: Alexis v. Drury, 2017 BCSC 674 at para. 77 (Unlawful Means Conspiracy).

ICBC Defendants

- 7) The Defendants, ICBC, Beata Siwinski, Edward Leung, and Ryan Ruggles, and each of them, agreed with Harper Grey LLP and Morris that Morris would advance false representations in pleadings submitted on their behalf to deceive the Court and have them removed from the claim. They knew this would cause the Plaintiff loss and damage and intended that result.

Plaintiffs' address for service:

Kal Mohamed Badela
169-720 Sixth Street
New Westminster, BC V3L3C5

Fax number address for service (if any):

N/A

E-mail address for service (if any):

kalbadela@protonmail.com

Place of trial:

Vancouver, British Columbia

The address of the registry is:

800 Smithe Street
Vancouver, BC
V6Z 2E1

Date: 13/Oct/2025



Signature of

☒ Plaintiff

☐ Lawyer for Plaintiff(s)

Rule 7-1(1) of the Supreme Court Civil Rules states:

- (1) Unless all parties of record consent or the court otherwise orders, each party of record to an action must, within 35 days after the end of the pleading period,
 - (a) prepare a list of documents in Form 22 that lists
 - (i) all documents that are or have been in the party's possession or control and that could, if available, be used by any party at trial to prove or disprove a material fact, and
 - (ii) all other documents to which the party intends to refer at trial, and
 - (b) serve the list on all parties of record.

APPENDIX

Part 1: CONCISE SUMMARY OF NATURE OF CLAIM:

The Plaintiff claims against the Defendants for misrepresentation, the tort of unlawful means, and unlawful means conspiracy, asserting that they conspired to make false representations with the intent to cause harm to the Plaintiff.

Part 2: THIS CLAIM ARISES FROM THE FOLLOWING:

A personal injury arising out of:

- ☐ a motor vehicle accident
- ☐ medical malpractice
- ☐ another cause

A dispute concerning:

- ☐ contaminated sites
- ☐ construction defects
- ☐ real property (real estate)
- ☐ personal property
- ☐ the provision of goods or services or other general commercial matters

- ☐ investment losses
- ☐ the lending of money
- ☐ an employment relationship
- ☐ a will or other issues concerning the probate of an estate
- ☐ a matter not listed here

Part 3: THIS CLAIM INVOLVES:

- ☐ constitutional law
- ☐ conflict of laws
- ☒ none of the above
- ☐ do not know

Part 4: ENACTMENTS RELIED ON:

- 1 Court Order Interest Act, R.S.B.C. 1996, c. 79
- 2 Such other enactments which will be made known to the Defendants during the course of the proceedings.