**CLAIM OF THE PLAINTIFF**

**Part 1: STATEMENT OF FACTS**

**THE PARTIES:**

1. The Plaintiff Mr. Kal Mohamed Badela**,** [Automation Specialist], has an address of service for 169-720 Sixth Street, New Westminster BC, V3L3C5.
2. The Defendant, Joel A Morris (“Morris”) was last known by the Plaintiff to be a partner at the law firm Harper Grey LLP (“Harper Grey”) 3200 – 650 West Georgia Street, Vancouver, British Columbia, V6B 4P7.
3. The Defendant Harper Grey LLP was duly registered as a limited liability partnership (“LLP”) in the province of British Columbia and has for and address for service of 3200 – 650 West Georgia Street, Vancouver, British Columbia, V6B 4P7.
4. 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 of 151 Esplanade W, North Vancouver, BC V7M 3H9.
5. Beata Siwinski
6. Ryan Ruggles
7. Edward Leung

**THE MOTOR VEHICLE COLLISION**

1. On or about December 16, 2019 at about 6:00 AM, the CR-V while operated by The Plaintiff was a motor vehicle operated by James Joesph Donald.
2. On October 28, 2022 the Plaintiff filed notice of civil claim No. 246736 in British Columbia Supreme Court, New Westminster Registry, against James Joseph Donald (“Donald”), ICBC and several ICBC employees (“ICBC Defendants”), alleging several torts of negligence and fraud.
3. On a date unknown to the Plaintiff, the defendant ICBC retained Harper Grey to represent ICBC and its employees in the aforementioned action.
4. On or about November 18, 2022 the Plaintiff received communication from the defendant Morris that he and Harper Grey were appointed counsel for ICBC defendants in the aforementioned action. The communication included a copy of a response to civil claim filed on behalf of the defendant ICBC.
5. On or about December 12, 2022 the Plaintiff received a copy of a filed response to civil claim filed on behalf of several ICBC employees.
6. On or about January asdfasf the Plaintiff disclosed documents to the defendant Morris as per the Plaintiff legal obligation per BC suprem court rules 7-1

**The application to “Sever and Stay”:**

1. On or about March 08, 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).
2. On or about July 12, 2023 ICBC and ICBC employees filed amendments to their responses to civil claims. Both amended responses were signed by the defendant Morris and had Harper Grey as address for service.
3. On or about September 27, 2023 the Sever and Stay application was heard in British Columbia Supreme Court, New Westminster registry, by Judge Matthew Taylor.
4. In support of the Sever and Stay application the defendant Morris submitted to judge Taylor the amended pleadings of July 12, 2023.
5. On or about October 20, 2023 Judge Taylor issued a decision on the aforementioned application and ordered the claim severed and allegations against ICBC defendants stayed.

**Fraud by Joel A Morris:**

1. The Plaintiff says that the two amended responses to civil claims filed by the defendant Morris were fraudulent and were intended to deceived the court as detailed below:

ICBC and ICBC employees amended responses to civil claim:

* 1. The defendant Morris received document disclosure from the Plaintiff that included email communication between the Plaintiff and ICBC Employee Beata Siwinski (“Siwinski”) who was handling the Plaintiff insurance claim.
  2. The defendant Morris received document disclosure from ICBC defendants in relation to the facts alleged against them by the Plaintiff.
  3. The defendant Morris falsified email communication that was disclosed to him by the Plaintiff and submitted them as evidence in the amended pleadings. Specifically, Morris took excerpts from several communications and statements that were disclosed to him and structured them to give different meaning than that which be understood if they were read unaltered and in context.
  4. Further, the defendant Morris submitted representations that were disclosed to him by ICBC defendants, that he knew were false.
  5. The defendant Morris made representations that he knew were false and knew that the court would rely on them.
  6. By making the aforementioned false representations, the defendant Morris intended to deceive the court and knew that the Plaintiff would suffer loss as a result.

**Negligence by the ICBC Defendants:**

1. On or about August 15, 2024, the Plaintiff emailed the ICBC defendants and informed them of the fraud alleged against the defendant Morris, specifically the false representations he made in the Pleading he submitted on their behalf.
2. The Plaintiff says that