**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 David Pilley (“Pilley”) 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.
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 of 151 Esplanade W, North Vancouver, BC V7M 3H9.
6. At all material times, the Defendant Beata Siwinski (“Siwinski”) was employed by ICBC as Support & Recovery Specialist and has an address for service of 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 of 151 Esplanade W, North Vancouver, BC V7M 3H9.
8. At all material times, the Defendant Mr. Ryan Ruggles (“Ruggles”) was employed by ICBC as Senior Information Officer and has an address for service of 151 Esplanade W, North Vancouver, BC V7M 3H9.

**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 the ICBC defendants in the aforementioned action. The communication included a copy of a response to civil claim singed by Morris and 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 12, 2023 and other dates, the Plaintiff disclosed documents to the defendant Morris in relation to the aforementioned action.

**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 April 13, 2023, the defendants Sever and Stay application was heard by Madam Justice Walkem and was adjourned generally, for exceeding the court’s available time.
3. On or about June 19,2023 the Plaintiff filed a notice of application, in British Columbia Supreme Court, to strike the ICBC defendants’ pleadings (the “Application to Strike”).

**Misrepresentations by Joel A Morris**

1. On or about July 12, 2023 ICBC and ICBC employees filed amendments to their responses to civil claims (“ARTCC”). Both amended responses were signed by the defendant Morris and had Harper Grey as address for service. The amended responses were served on the Plaintiff.
2. The two amended responses to civil claims signed by the defendant Morris and filled into court contained misrepresentations as detailed below:
   1. The defendant Morris received document disclosure from the Plaintiff which included email communications between the Plaintiff and ICBC Employees including Beata Siwinski (“Siwinski”) who was handling the Plaintiff insurance claim.
   2. Further, on dates unknown to the Plaintiff, the defendant Morris received document disclosure from the 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 the defendants, and submitted them as facts in the amended pleadings. Specifically:
      1. Morris took excerpts from several communications and statements that were disclosed to him and structured them to give different meaning than that which would be understood if they were read unaltered and in context.
      2. Morris submitted as facts the fabricated material.
      3. Morris concealed material facts from the pleadings.
      4. Morris submitted irrelevant and misleading material.
   4. Further, and in the same aforementioned pleadings, the defendant Morris submitted representations that were disclosed to him by ICBC defendants; the representations were false, and Morris knew them to be false.
3. Morris knew the court would rely on the fraudulent ARTCCs in the hearing of the Sever and Stay application.
4. On or about July 12, 2023 the defendants’ Sever and Stay and Plaintiff’s Application to strike were adjourned generally for lack of court time. The presiding judge, judge Mathew Taylor, agreed to hear the parties’ submissions on sequencing of their applications to determine whether the Plaintiff’s Application to Strike should proceed prior to 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.
5. The Plaintiff’s Application to Strike was schedule for hearing on September 27, 2023.
6. In support of the Sequencing Application the defendant Morris submitted the defendants’ book of record that included the fraudulent documents of July 12, 2023 intending for the court to rely on them.
7. On or About September 27, 2024, Judge Taylor heard the parties’ submissions for the Sequencing Application.
8. On or about October 20, 2023 Judge Taylor issued a decision on the aforementioned application and ordered the Plaintiff’s application to strike stayed and for the defendants’ application to proceed first in time.
9. On or about June 04, 2024 the Plaintiff’s appeal of judge. Taylor’s decision was denied.

**Unlawful Means Conspiracy**

1. On or about August 15, 2024, the Plaintiff emailed the defendants ICBC and Harper Grey, specifically the individuals listed below and informed them of the false representations made by defendant Morris. The email cautioned of potential legal consequences;
   1. The defendant Beata Siwinski;
   2. The defendant Edward Leung;
   3. Derek Lising, Claims Support Assistant-NOCC Handling Dept, Claims Legal Services at ICBC;
   4. Romina Ambrosio, Claim Support Specialist at ICBC;
   5. Jonathan D. Meadows, partner at Harper Grey LLP.
   6. Corinne Caldwell, Chief Operating Officer at Harper Grey LLP.
2. On a date unknown to the Plaintiff the ICBC defendants and each of them agreed with the defendant Morris and Harper Grey to continue to advance his false representations in order to device the court and defeat the Plaintiff’s claim; as follows:
   1. The defendants, and each of them, agreed to continue to appoint Harper Grey and Morris as counsel.
   2. Agreed that Morris continue to advance the pleadings he submitted on their behaves and containing his false representations and deceitful material.
3. On or about September 11, 2024, the Plaintiff filed an application to set aside Judge Taylor’s order of October 20, 2024 (the “Application to Set Aside”), on the basis that it was obtained by deceit. Attached with the application were affidavit evidence and exhibits that were served on Morris and others. The Application was schedule to be heard on December 02, 2024.
4. On or about October 08, Judge Taylor was assigned to manage the Plaintiff’s claim.
5. On or about November 19, 2024, Judge Taylor set February 06 and 07, 2025 as date for hearing the defendant’s Sever and Stay application.
6. The Application to Set Aside, scheduled for hearing on Dec 02, 2024, and subsequently for January 13, 2024, was adjourned generally, both days, for lack of court time. On both dates, Harper Grey assigned one of the partners in their law firm, the defendant Pilley as counsel to represent the ICBC defendants in the hearing.
7. Pilley knew the Application to Set Aside alleged fraud against Morris and its purpose was to expose and remove the fraudulent pleadings. Pilley had knowledge and possession of copies of the supporting affidavit evidence and exhibits.
8. In representing the ICBC defendants in the Application to Set Aside, Pilley intended to assist Morris in advancing the fraudulent pleadings with the intention of deceiving the court and causing harm to the Plaintiff.
9. In support of the defendants’ Sever and Stay application the defendant Morris submitted into court a defendants’ book of record that included the aforementioned misrepresentations. The defendant knew the court would rely on those pleadings including his false representations.
10. On or about February 06 and 07, 2025 Judge Tylor heard the defendants’ Sever and Stay application.
11. On or about March 19, 2024, judge Taylor ordered the defendants’ separated and the allegations against stayed.
12. 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:
    1. Increased litigation cost and time.
    2. Irreversible loss of evidence without which the Plaintiff could not successfully continue to advance his motor vehicle and fraud action.
    3. 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.

1. The Plaintiffs claim against the Defendants, and each of them, for costs.
2. The Plaintiffs claim such further and other relief as this Honorable Court deems just.
3. The Plaintiff is entitled to damages for mental distress, inconvenience, and damages at large.
4. The Defendants have engaged in conduct which is harsh, reprehensible and calculated to cause harm to the Plaintiff. The conduct of the Defendants is deserving of condemnation and punishment in the form of an order of 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. The representations submitted to the court by the defendant Morris were intended to be relied upon by the court and were in fact relied upon by the court.
3. As a result, the Plaintiff suffered and will continue to suffer loss and damage.
4. The defendant Morris intended to and did in fact target the Plaintiff in that his fraud was intended to ensure the Plaintiff’s claims against the ICBC defendants fail.
5. The defendant Morris fraud upon the court was unlawful, was aimed at the Plaintiff and resulted in loss and damage to the Plaintiff.

*Unlawful Means Tort, GEC (Richmond) GP Inc. v.*

*Romspen Investment Corporation, 2025 BCCA 332 at para 99.*

**David Pilley and Haper Grey LLP**

1. The defendants David Pilley and Haper Grey, agreed with Morris to advance his false representations and to that end Pilley was assigned as counsel to the ICBC defendants in order to defeat the Plaintiff’s application which was intended to expose the fraud. Harper Grey, Pilley and Morris worked together to continue to defraud the court and target the Plaintiff.
2. The defendant Pilley, Harper Grey and Morris, and each of them, conspired to deceive the court and to cause harm to the Plaintiff and the Plaintiff did in fact suffer and will continue to suffer loss and damage.

*Unlawful Means Conspiracy, Alexis v. Drury, 2017 BCSC 674 at para 77*

**ICBC defendants**

1. The defendants ICBC, Beata Siwinski, Edward Leung, and Ryan Ruggles and each of them agreed with Morris and Haper Grey defense to advance the false representations made by Morris to deceive the court and defeat the Plaintiff.
2. The defendants, knew or should have known that making false representation was unlawful and would cause loss to the defendant.