**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 (“Harper Grey”), located at 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 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 Mr. 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**

1. 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.
2. On October 28, 2022, the Plaintiff filed notice of civil claim No. 246736 in the 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 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 ICBC, which was signed by Morris and bore Harper Grey's address for service.
5. 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.
6. 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”**

1. 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).
2. 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.
3. 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**

1. On or about July 12, 2023, ICBC and the ICBC employees filed amendments to their responses to civil claims (“ARTCC”). Both amended responses were signed by Defendant Morris and had Harper Grey's address for service. The amended responses were served on the Plaintiff.
2. The two amended responses to civil claims signed by Defendant Morris and filed in 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 the Defendant Siwinski, who was handling the Plaintiff's insurance claim.
   2. 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.
   3. Defendant Morris falsified email communications that were 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 a different meaning than that which would be understood if they were read unaltered and in context.
      2. Morris submitted the fabricated material as facts
      3. Morris concealed material facts from the pleadings.
      4. Morris submitted irrelevant and misleading material.
   4. Further, in the same aforementioned pleadings, Defendant Morris submitted representations that were disclosed to him by the ICBC Defendants; these 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, and in fact, he intended to mislead and deceive the court with his misrepresentations.
4. 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.
5. The Parties’ *Sequencing Application* was scheduled to be heard on September 27, 2023.
6. 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 upon 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, 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.
9. On or about June 4, 2024, the Plaintiff’s appeal of Justice Taylor’s decision was dismissed.

**Unlawful Means Conspiracy**

1. On or about August 15, 2024, the Plaintiff sent an email to the Defendants ICBC and Harper Grey LLP, specifically addressed to the individuals listed below and advising them of the false representations made by the Defendant Morris. The email further cautioned them 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 Defendants Morris and Harper Grey LLP to continue to advance Morris’s false representations in order to deceive the Court and have them removed from the 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 behalf, which they knew contained his false representations and deceitful material.
3. On or about September 11, 2024, the Plaintiff filed an application to set aside Justice Taylor’s order of October 20, 2023 (the “Application to Set Aside”), on the basis that it was obtained by deceit. The application was accompanied by affidavit evidence and exhibits, which were served on Morris and the other Defendants. The *Application to Set Aside* was scheduled to be heard on December 2, 2024.
4. On or about October 8, 2024, Justice Taylor was assigned to manage the Plaintiff’s claim.
5. 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.
6. The *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.
7. 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.
8. Pilley, Harper Grey LLP, 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*.
9. 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.
10. 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. The Defendant Morris intended that the Court rely upon those pleadings, including his false representations.
11. On or about February 6 and 7, 2025, Justice Taylor heard the Defendants’ Sever and Stay application.
12. On or about March 19, 2025, Justice Taylor ordered that the Defendants be severed and that the allegations against them be stayed.
13. 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 costs 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 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. 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. 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**

1. 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.
2. 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**

1. The Defendants ICBC, Beata Siwinski, Edward Leung, and Ryan Ruggles, and each of them, agreed with Harper Grey LLP and Morris that the latter would advance his false representations in pleadings submitted on their behalf, in order to deceive the Court and have them removed from the claim.
2. The ICBC Defendants knew that their agreement with Morris and Harper Grey LLP was unlawful and that it would cause harm to the Plaintiff.