

FEDERAL COURT

BETWEEN:

ADAM COURBETIS
ADAM NICOL
ADAM MURRAY
ADRIAN ANTHONY GILLESPIE
ALEX BILODEAU
ALEXANDER SMITH
AMY ROBERTS
ANDRE VALIQUETTE
ANGELLA GROSS
ANGIE GUY
ANN-MARIE BAKER-SORENSEN
ANNICK MERCIER LAMONTAGNE
ARLENE CAMENZULI
ARNOLD JANZEN
ARTHUR SCOTT HARDACRE
ASHLEY LEBLANC
ASHLEY HORTON
ASHLEY DEMYON
BARRY PROUD
BILLY BOLDT
BOB MCGRAYNE
BRANDAN WEIR
BRANDON MACLEAN
BRANDON MCCAULEY
BRENDA BRUCKS
BRENTON DMYTRY
BRETT MUSSELMAN
BRIGITTE MILLER
BRITTNEY BIRD
CALEB PHELPS
CAROL LARIVIERE
CAROLE ROY
CAROLYN ELLIS
CATHERINE SKILTON
CHAD CROWE
CHANTAL PRATT
CHARLES HICKS
CHELSEY RIEDEL
CHRIS COULTER
CHRIS WRIGHT
CHRIS KNODEL

CHRISTINA BRANTON-MURPHY
CLAUDIO POLSINELLI
CLIFFORD REID
CLIFFORD D CAMPBELL
CLIVE THOMPSON
DALE ARNOLD
DAMIEN RENCIOUS
DANIEL MENARD
DANIEL LINDEBOOM
DARCY RYSZ
DARIO JACKSON
DARLENE SANIPASS
DAVID ANDERSON
DAVID MOORE
DAVID PETRINO
DEAN NEITA
DEVON SEXSTONE
DIANE SHAWARSKI
DONOVON COATES
DORION ROZON
DWAYNE EDWARDS
DWAYNE KOENIG
ELYSSA PARKER
ERIC ST-GEORGES
FELIX ROY
FRANK DUEBBERS
GAÉTAN CAYA
GAVIN KELLER
GILLES WEMENI
GIOVANNA MOMESSO
GORDON HUBBARD
GREG WAITO
GUSTAVO RODRIGUEZ
HAMMOND ANSAH
HEIDI NELSON
HELENA BOGOVICHENKO
HERBERT BINDER
JAMES ADAMS
JAMES REID
JARRET BRISSON
JASON SHOWELL
JASON SICILIA
JASON DOUGLAS
JAXON ARNOLD
JAYPAUL FERMIN
JEAN-FELIX TURCOTTE

JEFFREY E MATTISON
JENNIFER LUNDLE
JÉRÉMIE BÉLISLE
JILLIAN HOLDER
JODI ECKFORD
JODI NAKLUSKI
JODY FORSYTH
JOE LANZA
JOEL BETTOF
JOHN MACHADO
JOHN KITCH
JOHN POIRIER
JOHN LEWIS
JOHNNY RAJBAR
JONATHAN FERROL
JORDAN BOLTON
JOSEPH SEWELL
JOSEPH CASHIN
JOSETTE TANG
JOSHUA LANGKAMP
JOSHUA TOVEY
JOSHUA KANTYMir
JUDITH KUMOR
JULIE ROTHNIE
KARIN SMEDTS
KAROLANE LALIBERTE
KEIL LYDER
KENNEDY MCARTHUR
KENNETH SORENSEN
KENNETH LUKBAN
KEVIN DUBE
KRISTY MESSER
KYLE KEEPING
KYLE ACKERMAN
KYLE MACLENNAN
LEO SMITH
LES SHORT
LIBAN WARSAME
LOWELL ADAMS
LUTHER TRACEY
LYNDSAY GAUTHIER
MALEISHIA PILGRIM
MARC FLAMEZ
MARC BOISVERT
MARCELO CONSTANTIN
MARCO MARSILI

MARCUS MCDONALD
MARK KALSBECK
MARK LOURENCO
MARK KILLOP
MARK TOOP
MARK BYBERG
MARLENE BOUGHNER
MARTIN COUTURE
MARTIN STEELE
MATTHEW HIEBERT
MATTHEW SEIFRIED
MATTHEW CATENACCI
MATTHEW HAMELIN
MEGAN BUCKBORO
MELINDA GULBRANSON
MELISSA HOLDEN
MICHAEL LANIGAN
MICHAEL THOMAS HISCOX
MICHEL JACQUES
MICHELE BARTOLO
MICHELLE VAN
MICHELLE LANDRY
MIKHE'AL BLACKSMITH BEN-MOODIE
MILENA HABRYCH
MIRKO TURCOTTE
NICHOLAS MCDONALD
NICK NASTURZIO
NYRON SAMAD
OMAR HADZIFEJZOVIC
ORCHID SEWELL
PAMLA GRESS
PATRICK LEPAGE
PATRICK SCHULZ
PETER HAAS
PHILIP FENSKE
PHILIP MARENTETTE
PLATON LIOLIOS
RALPH NICHOL
RAMY GHOBRIAL
RANDAL HUNT
RANNOLD HRUDEN
RENARD GOLDING
RENÉE-PIER LAFLAMME
RICHARD BRAZEAU
RICHARD DONALD MACLENNAN
ROBERT NODGE

RODERICK AQUINO
ROHAN GRANT
RON STEPHENSON
RONALD MCHATTIE
ROXANNE NUTBROWN
ROY DEE
RYAN COCHRANE
RYAN THOMPSON
SAMUEL CARRIER
SARAH VAKHARIA
SHANE BROWN
SHANNON BURNS
SHAUN GIVANCE
SHAWN MOAR
SHEVON THOMAS
SIERRA LARUE
STEPHAN DAOUST
STEPHEN HUNTER
STEVEN HASTINGS
STEVEN JONES
STEVEN GONSALVES
TIMOTHY LANKTREE
TODD CIESLA
TREVOR NAGY
TREVOR ENOS
TREVOR POBRAN
TYANNA CAIN
TYLER BOWMAN
TYRONE LEWIS
VINCENT FAVREAU-MARTINEAU
VINCENT GRAY
VLADISLAV SKRYNNYK
WAI WAH SIN
WINARSO MANGUNATMODJO
XAVIER MATTE
YANG DI

Plaintiffs

and

PUROLATOR INC, HER MAJESTY THE QUEEN IN RIGHT OF CANADA, and THE
ATTORNEY GENERAL OF CANADA

STATEMENT OF CLAIM

TO THE DEFENDANTS:

A LEGAL PROCEEDING HAS BEEN COMMENCED AGAINST YOU by the Plaintiffs. The claim made against you is set out in the following pages.

IF YOU WISH TO DEFEND THIS PROCEEDING, you or a solicitor acting for you are required to prepare a statement of defence in Form 171B prescribed by the Federal Courts Rules, serve it on the plaintiff's solicitor or, if the plaintiff does not have a solicitor, serve it on the plaintiff, and file it, with proof of service, at a local office of this Court

WITHIN 30 DAYS after the day on which this statement of claim is served on you, if you are served in Canada or the United States; or

WITHIN 60 DAYS after the day on which this statement of claim is served on you, if you are served outside Canada and the United States.

TEN ADDITIONAL DAYS are provided for the filing and service of the statement of defence if you or a solicitor acting for you serves and files a notice of intention to respond in Form 204.1 prescribed by the Federal Courts Rules.

Copies of the Federal Courts Rules, information concerning the local offices of the Court and other necessary information may be obtained on request to the Administrator of this Court at Ottawa (telephone 613-992-4238) or at any local office.

IF YOU FAIL TO DEFEND THIS PROCEEDING, judgment may be given against you in your absence and without further notice to you.

Date: _____

Issued by:
(Registry Officer) _____

Address of local office: Edmonton Registry Office
Scotia Place
10060 Jasper Avenue
Tower 1, Suite 530
Edmonton, Alberta T5J 3R8

TO: PUROLATOR INC.
Simon-Pierre Paquette
Director, Labour, Employment & Litigation
Purolator
5000 West Cote Vertu Blvd

Ville St. Laurent, Quebec H4S 2E7

TO: HER MAJESTY THE QUEEN IN RIGHT OF CANADA
Office of the Deputy Attorney General of Canada
284 Wellington Street
Ottawa, Ontario K1A 0H8

TO: THE ATTORNEY GENERAL OF CANADA
Prairie Regional Office - Edmonton
Department of Justice Canada
10423 101 Street
3rd Floor, Epcor Tower
Edmonton, Alberta T5H 0E7

CLAIM

A. RELIEF SOUGHT BY THE PLAINTIFFS

1. The Plaintiffs claim:

- a. A Declaration pursuant to section 24(1) of the *Constitution Act, 1982* that the Government of Canada's stated expectation that federally regulated sectors require full vaccination for COVID-19 (the "**Expectation**") amounted to government action violating sections 2(a), 7, 8, and 15 of the Plaintiffs' constitutional rights and freedoms protected by the *Canadian Charter of Rights and Freedoms* (the "**Charter**"), as set out below, in a manner not demonstrably justified under section 1 of the *Charter*;
- b. A Declaration pursuant to section 24(1) of the *Constitution Act, 1982* that Purolator Inc.'s subsequent COVID-19 Safer Workplaces Policy (the "**Policy**") implementing the Expectation violates sections 2(a), 7, 8, and 15 of the Plaintiffs' constitutional rights and freedoms protected by the *Charter*, as set out below, in a manner not demonstrably justified under section 1 of the *Charter*;
- c. A Declaration that Purolator Inc. discriminated against the Plaintiffs, on the grounds of genetic characteristics, disability, and religion, by adversely differentiating against the Plaintiffs due to their vaccine status contrary to section 7(b) of the *Canadian Human Rights Act* (the "**Act**");
- d. A Declaration that the Policy deprives the Plaintiffs of employment opportunities, on the grounds of genetic characteristics, disability, and religion, due to their vaccine status contrary to sections 10(a)-(b) of the Act;
- e. 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;
- f. A Declaration pursuant to sections 217, 217.1 & 219(1) of the *Criminal Code, 1985*, that the Purolator Inc. mandatory vaccination practice for COVID-19 violates sections 124 & 125 of the *Canada Labour Code*, specifically sections (q),(s),(w) and (y), 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.
- g. A Declaration pursuant to sections 217, 217.1 & 219(1) of the *Criminal Code, 1985*, that Purolator Inc. violated sections 124, 125 of the *Canada Labour Code*, specifically sections z.03, z.04, z.05, z.06, z.11, z.13 & z.19, 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 Purolator Inc.

- h. A Declaration pursuant to sections 217, 217.1 & 219(1) of the *Criminal Code*, 1985, that Purolator Inc. violated sections 124, 125 of the *Canada Labour Code*, specifically sections (t), (v), (w) & (z), 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."
- i. A Declaration pursuant to sections 217, 217.1 & 219 of the *Criminal Code*, 1985, that Purolator Inc. violated sections 127.1(1) & 128 of the *Canada Labour Code*, by refusing to properly investigate thousands of employee health and safety concerns regarding the vaccine products mandated for use by Purolator Inc, instead, deeming the employees as "non-compliant" in the process by placing them on leave without pay status.
- j. A Declaration pursuant to sections 217, 217.1 & 219 of the *Criminal Code*, 1985, that Purolator Inc. violated all applicable clauses – (a) through (g) - within section 125.1 of the *Canada Labour 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 Purolator 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.
- k. A Declaration pursuant to section 3(1) of the *Genetic Non-Discrimination Act*, 2017, that Purolator Inc. violated clause (b) specifically, by requiring them to undergo PCR testing that sampled RNA genetic material (COVID-19 virus) to continue their employment at Purolator Inc, as per the corporation's mandatory vaccination practice
- l. K) A Declaration pursuant to sections 2(g) and 5(1)(f) of the *Assisted Human Reproduction Act*, 2004, wherein Purolator Inc. 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.

- m. A Declaration pursuant to section 265.(1) of the *Criminal Code*, 1985, that the Purolator Inc. mandatory vaccination practice for COVID-19 violated sections 122.(1) and 122.1 of the *Canada Labour 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 Purolator Inc.
- n. Progressive damages for violation of the Plaintiffs' rights pursuant to sections 122, 124, 125, 125.1, 127.1(1), and 128 of the *Canada Labour Code* as well *Criminal Code* section 217.(1) totalling the amount of \$500,000.00 per Plaintiff;
- o. Damages for the violation of the Plaintiffs' rights pursuant to sections 122.(1) and 122.1 of the *Canada Labour Code* in the amount of \$500,000.00 per Plaintiff;
- p. Punitive and exemplary damages in the amount of \$500,000.00 per Plaintiff;
- q. Prejudgment and post judgment interest pursuant to the *Federal Courts Rules*, as amended;
- r. Costs on a full indemnity scale plus any applicable taxes; and
- s. Such further and other relief as this Honourable Court may permit.

B. DEFINITIONS

- 2. 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 Purolator Inc.
 - b. **“Independent Contractor”** means a person providing services to Purolator Inc. at its request and which periodically issues invoices for same.
 - c. **“Employment Insurance Benefits”** (“EI Benefits”) means those benefits established under the *Employment Insurance Act*, SC 1996, c 23;

- d. **“Partially Vaccinated”** means having received the first dose of a two-dose series of a Health Canada approved vaccine that claims to provide protection against COVID-19.
- e. **“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 claims to provide 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.
- f. **“Proof of Vaccination”** means providing to Purolator 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 claims to provide 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.
- g. **“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.
- h. **“Informed Consent”** means the ability to exercise free power of choice, without the intervention of any element of force, fraud, deceit, duress, over-reaching, 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).

C. OVERVIEW OF THE ACTION

The Plaintiffs

- 3. All of the Plaintiffs are Employees or Independent Contractors of Purolator Inc. and subject to the Policy or were Employees but either resigned or retired under duress because of the Policy.
- 4. The Plaintiffs oppose being Partially Vaccinated or Fully Vaccinated (collectively referred to as **“Vaccinated”**) for COVID-19 for reasons which vary, as described below.

5. The Plaintiffs all oppose being required to attest to their medical records regarding the COVID-19 vaccination as a condition of their employment.
6. The Plaintiffs claim that vaccination absent informed consent and forced disclosure of their private health information about their COVID-19 vaccination status to Purolator Inc. under the threat of administrative and/or disciplinary measures ranging from unpaid leave to termination of employment constitutes serious human rights and *Charter* violations.
7. Certain Plaintiffs exercise their work functions remotely, while the remainder do so in person.
8. Certain Plaintiffs perform their work outside or in close proximity to only a few colleagues.

The Defendants

9. The Defendant, Purolator Inc. ("**Purolator**"), is a federally incorporated company engaged in the interprovincial transportation of freight and packages. With over 13,000 Employees handling over 1 million packages daily, Purolator is Canada's largest courier and freight network.
10. The Government of Canada, through Canada Post Corporation, owns 91% of Purolator and thereby exercises substantial control over it, binding Purolator to the *Charter*. Additionally, Purolator is federally regulated, and therefore subject to any directives, advice, recommendations, or instructions issued by the Government of Canada and the Public Health Agency of Canada ("**PHA**"). Purolator is also subject to federal employment and labour relations legislation including the *Canada Labour Code* (the "**Code**") and the Act.
11. The Defendant, Her Majesty the Queen in right of Canada is represented by the Attorney General of Canada on behalf of the Governor General in Council ("**GIC**").

The Policy

12. On 13 August 2021, the Government of Canada published an announcement stating that it "expects...employers in the federally regulated sector" to "require vaccination for their employees."
13. On 15 September 2021, Purolator implemented its initial COVID-19 Policy entitled "COVID-19 Safer Workplaces Policy" (the "**Policy**"). The Policy Statement dictates:

Consistent with current medical guidelines and the Federal government's direction, Purolator will require all eligible employees to be vaccinated against COVID-19. [Emphasis added]

14. Section 3 of the Policy further confirmed the scope of the Policy stating:

This policy applies to all Purolator Inc. unionized and non-unionized employees, students, contractors that attend on site, temporary agency staff, and owner operators and their relief drivers.

15. The initial Policy required all Employees and Independent Contractors to attest to their vaccination status with any person who failed to comply with the Policy being required to complete a mandatory educational e-learning program on COVID-19 vaccines.

16. On 13 October 2021, Purolator revised the Policy allowing Employees and Independent Contractors who did not attest to their status as fully vaccinated to take COVID-19 Rapid Antigen Tests (“**Rapid Tests**”) twice a week before performing their work. While the Rapid Testing was scheduled to end on 31 December 2021, Purolator continued to provide Rapid Tests until 7 January 2022.

17. The Policy further provided that any Employee and Independent Contractor who was not vaccinated after 31 December 2021, and who did not have a human rights-based exemption, would be placed on unpaid leave of absence. Purolator subsequently extended this deadline to 10 January 2022 before placing the Plaintiffs on involuntary unpaid leaves of absence.

18. The Policy has created a hostile and toxic work environment at Purolator and no viable alternatives were offered following 7 January 2022.

19. This Policy unlawfully requires every Plaintiff to disclose their private health information, namely their COVID-19 vaccination status, as a condition of their employment.

20. The Policy provides for limited exemptions and accommodation, “for reasons of disability, religion or other ground recognized under the *Canadian Human Rights Act*” with “other forms of accommodations” being assessed on a case-by-case basis.

21. However, these exemptions were illusory at best, and it has become clear that Purolator failed to take requests for exemptions or accommodations seriously despite being bound by the Act.

22. Many Plaintiffs applied for an exemption; all of them were denied despite legitimate grounds. With the application process seeming futile, the majority of Plaintiff’s chose not to file their own applications, despite legitimate grounds.

23. 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.

24. At section 7.1 “Collection”, the Policy discriminates by mandating that all Employees and Independent Contractors 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.
25. As Employees and Independent Contractors of Purolator, the Plaintiffs are subject to the Policy, which requires that they be Fully Vaccinated against COVID-19 as defined above and that they disclose their vaccination status to Purolator by way of an attestation by logging into Purolator’s website and completing a questionnaire relating to their vaccination status. The results are then collected and accessed by Human Resources Managers and an administrator who are authorized to disclose the collected information with other Human Resources professionals.
26. The Policy does not allow mandatory COVID-19 testing to be implemented as an appropriate long-term alternative to the COVID-19 vaccination for those who do not consent to vaccination or who do not consent to providing their vaccination record to their employer. Between 13 October 2021 and 10 January 2022, Purolator admitted that Rapid Testing was a sufficient alternative means of maintaining the health and safety of employees in the workplace by allowing Employees and Independent Contractors to continue working and use Rapid Testing instead of attesting to a fully vaccinated status.
27. However, even COVID-19 testing is a medical procedure that requires informed consent and was not agreed to at the time of hiring. Forcing such a condition on Employees who are unvaccinated or who refuse to attest to their vaccine status is also discriminatory. Furthermore, such a measure lacks any rational connection to “Health and Safety” as all Employees, regardless of vaccine status, can transmit the virus. COVID-19 testing is also known to be scientifically unreliable.
28. 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.
29. 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.
30. 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.
31. 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.”

32. 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

33. 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.

34. 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".

35. As of 10 January 2022 the Plaintiffs all lost their sole or primary source of income and were rendered ineligible for EI Benefits.

36. The Policy is not expressly or implicitly, directly or indirectly part of any collective agreement between the Plaintiffs' employer and the Plaintiffs' unions.

37. 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 Purolator.

38. The dispute raised in this Statement of Claim is not a dispute within the meaning of the Plaintiffs' collective agreements.

39. No grievance, arbitration, nor adjudication procedure provided for in the Plaintiffs' respective collective agreements or any applicable law applies to the present issue.

40. Consequently, no arbitrator, adjudicator, nor board has exclusive jurisdiction over the issues raised in the present Statement of Claim.
41. The policies relating to mandatory COVID-19 vaccination for the Employees and their potential to obtain EI Benefits if terminated are rapidly evolving.

The Vaccine

42. 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.
43. 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.
44. 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.
45. 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.
46. 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.
47. 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.

48. Purolator's principal competitors in the courier marketplace do not impose similar vaccine mandates on their workers or contractors. Only Purolator and Canada Post maintain such a draconian policy.

Charter Violations

49. The Plaintiffs say that their *Charter* right to freedom of conscience protected under section 2(a) is violated by the Expectation and 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.

50. The Plaintiffs say that their *Charter* right to freedom of religion as protected under section 2(a) is violated by the Expectation and 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.

51. The Plaintiffs say that their right to life interest as protected under section 7 of the *Charter* is violated by the Expectation and the Policy requiring attestation of being Fully Vaccinated as it is the direct result of state action imposing an increased risk of death not in accordance with the fundamental principles of justice.

52. The Plaintiffs say that their right to liberty under section 7 of the *Charter* is violated by the Expectation and the Policy requiring attestation of being Fully Vaccinated as this interferes with the protected sphere of personal autonomy involving private choices and the right to refuse medical treatment. The Expectation and Policy are state interferences that are not in accordance with the principles of fundamental justice.

53. The Plaintiffs say that their right to security of the person interest protected under section 7 of the *Charter* is violated by the Expectation and the Policy requiring attestation of being Fully Vaccinated 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.

54. The Plaintiffs say that their privacy rights protected by sections 7 and 8 are violated by the Expectation and the Policy requiring attestation of being Fully Vaccinated as they require the disclosure of personal medical information.

55. The Plaintiffs claim discrimination, in violation of equality rights under section 15 of the *Charter* by the Expectation and the Policy requiring attestation of being Fully Vaccinated. 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.

56. The Plaintiffs say that the Expectation and ESDC announcement are a form of state control and state sanction for exercising their *Charter* rights, by indirectly pressuring Purolator, as a federally regulated employer, to suspend Employees without pay and depriving them of any EI Benefits.
57. The Expectation and subsequent Policy violate the Plaintiffs' *Charter* rights and punish them for the lawful exercise of their fundamental constitutional rights and freedoms.
58. The Expectation and Policy are not demonstrably justified under section 1 of the *Charter*. They are 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 reduces the spread of COVID-19. Neither the Expectation nor the Policy cause minimal impairment to the rights of the Plaintiffs. Further, the deleterious and negative impacts of the Expectation and the Policy are disproportionate to the minimal or non-existent benefits they may have.

Criminal Assault

59. 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]

60. Forcing employees to be vaccinated under threat of loss of livelihood is a violation of the CCC. Every member of the Purolator Board who supports the Policy supports the criminal assault of his or her fellow employees and coworkers.

Duty of Persons Directing Work

61. 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.

62. 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.

63. The 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.
64. By forcing its loyal employees to take experimental injections as a requisite to employment, Purolator has breached its legal duty to take reasonable steps to prevent bodily harm to its Employees and Independent Contractors contrary to section 217.1 of the CCC.

D. CHARTER VIOLATION DAMAGES AND AGGRAVATED, PUNITIVE AND “BAD FAITH” DAMAGES

65. 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.
66. 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.
67. In addition to damages for Charter violations, the Defendants are 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).
68. 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 Purolator suspended their employment, including a claim for punitive aggravated damages arising from flagrant human rights and *Charter* violations.
69. 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.
70. 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.

71. 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.
72. There are many reasonable and practical alternatives to mandatory vaccination that are more effective at controlling the spread of the virus among Purolator employees and Independent Contractors, 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.
73. The collection of vaccine status is not confidential. When an Employee or Independent Contractor is placed on unpaid leave or otherwise outcast, their status is immediately apparent.
74. 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.
75. The Defendants actively, knowingly, and willfully participated in harming the Plaintiffs. The Defendants' conduct was high handed and improper.
76. The Plaintiffs seek all of their common law and or statutory entitlements.
77. The Plaintiffs seek the following:
- a. A Declaration that the Plaintiff's section 2(a), 7, 8, and 15 *Charter* rights have been violated by the Defendants in a manner that is not justifiable in a free and democratic society;

- b. A Declaration that the Defendants discriminated against the Plaintiffs contrary to the *Canadian Human Rights Act*;
- c. 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;
- d. Punitive and exemplary damages in the amount of \$500,000.00 per Plaintiff; and
- e. Such further and other authorities and legislation as counsel may advise and this Honourable Court may accept.

78. The Plaintiffs plead and rely upon the following:

- a. *Federal Courts Act*, RSC 1985, c F-7;
- b. *Federal Courts Rules*, SOR/98-106;
- c. *Constitution Act, 1867*, 30 & 31 Victoria, c 3 (UK);
- d. *Constitution Act, 1982*, s. 35(1), being Schedule B to the *Canada Act, 1982* (UK) c 11;
- e. *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);
- f. *Canadian Human Rights Act*, RSC, 1985, c. H-6;
- g. *Genetic Non-Discrimination Act*, SC 2017, c 3;
- h. *Assisted Human Reproduction Act*, SC 2004, c 2; and
- i. Such other enactments and legislation as the Plaintiffs may advise and this Honourable Court may consider given the circumstances.

The Plaintiffs propose that this action be tried at Edmonton, Alberta.

___ June 2022

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