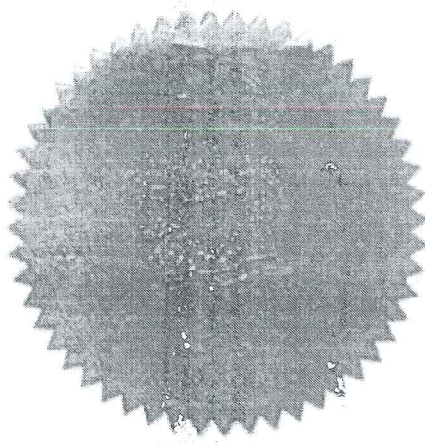


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F I L E D	FEDERAL COURT COUR FÉDÉRALE	D É P O S É
	FEB 26 2024	
	PRISCILLA LAM	
VANCOUVER, BC.		17



IN THE FEDERAL COURT OF CANADA

JOHN DOE and JANE DOE

PLAINTIFFS

HIS MAJESTY THE KING  
SIO 1, PO1, CM1, and CO 1,

DEFENDANTS

STATEMENT OF CLAIM

STATEMENT OF CLAIM TO THE DEFENDANT

A LEGAL PROCEEDING HAS BEEN COMMENCED AGAINST YOU by the Plaintiff. 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: February 26, 2024

Issued by: ORIGINAL SIGNED BY  
PRISCILLA LAM  
A SIGNÉ L'ORIGINAL

Address of local office: **Courts Administration Service  
P.O.Box 10065, 3rd Floor  
701 West Georgia Street  
Vancouver, B.C. V7Y 1B6**

**TO: HIS MAJESTY THE KING**  
Attorney General of Canada  
Department of Justice  
British Columbia Regional office  
900-840 Howe Street  
Vancouver, British Columbia, V6Z 2S9

**AND TO: SIO 1**  
Correctional Service of Canada

**AND TO: PO 1**  
Correctional Service of Canada

**AND TO: CM 1**  
Correctional Service of Canada

**AND TO: CO 1**  
Correctional Service of Canada

## **CLAIM OF THE PLAINTIFF**

### **PART 1: STATEMENT OF FACTS**

#### Overview

1. This action concerns the severe, life-threatening impacts of the Correctional Service of Canada's breach and disclosure of John Doe's confidential status as an informant for the [REDACTED] and the Correctional Service of Canada.
2. This action also concerns the egregious and tortious conduct of the Correctional Service of Canada staff, the facts, of which are intertwined with the breach and disclosure of John Doe's confidential status, as an informant for the [REDACTED] and the Correctional Service of Canada.
3. As a result of this breach, and other acts carried out by the Correctional Service of Canada, John Doe has spent more than three years suffering from threats, file manipulation, intimidation, harassment, assault, sexual assault, battery,

blackmail, retaliation and abuse from other inmates and staff of the Correctional Service of Canada.

4. The Correctional Service of Canada retaliated against the plaintiff John Doe for filing grievances and asking for investigations to be launched against the correctional service. The Correctional Service of Canada's forms of retaliation were egregious and have had a severe impact on the plaintiffs' lives.
5. John Doe's experiences pose not only grave questions about the Correctional Service of Canada's handling of his own confidential status, but the safety of all informants within the Canadian carceral system.
6. The Correctional Service of Canada's egregious conduct as a whole after the disclosure of John Doe's confidential status must be brought into question. The consistent disclosure of John Doe's confidential status, and then the subsequent consistent mistreatment. The Correctional Service of Canada's acts, admissions, and omissions in this matter demand the highest possible rebuke and denunciation by this Court.

The parties

7. The plaintiff, JOHN DOE, has an address for service, [REDACTED]. He adopts the pseudonym "John Doe" herein due to the sensitive and compromising information contained within these pleadings.
8. The plaintiff, JANE DOE, is the wife of John Doe and has an address for service, [REDACTED]. She adopts the pseudonym "Jane Doe" herein due to the sensitive and compromising information contained within these pleadings.
9. His Majesty the King in Right of Canada administers the nation's federal carceral facilities through the Correctional Service of Canada ("CSC"). Both entities are represented in this matter by The Attorney General of Canada.
10. The defendant SIO 1 is a security intelligence officer ("SIO") employed by CSC (the "Defendant SIO 1"). At all material times, the Defendant SIO 1 worked in the preventative security department at [REDACTED] Institution in [REDACTED]. Her present address is unknown to the plaintiffs.
11. The defendant PO 1 is a parole officer employed by CSC (the "Defendant PO 1"). At all material times, the Defendant PO 1 was the parole officer assigned to the Plaintiff's file during his incarceration at [REDACTED] Institution. His present address is unknown to the plaintiffs.

12. The defendant CM 1 is a Correctional Manager employed by CSC (the "Defendant CM 1"). At all material times, the Defendant CM 1 worked within [REDACTED] Institution. His current address is unknown to the plaintiffs.
13. The defendant Officer CO 1 is a correctional officer employed by CSC (the "Defendant CO 1"). At all material times, the Defendant CO 1 worked within [REDACTED] Institution in [REDACTED]. His current address and first name is unknown to the plaintiffs.
14. At all material times, the Defendant SIO 1, Defendant PO 1, Defendant CM 1, and Defendant CO 1, were agents or employees of CSC acting pursuant to the power and authority provided to them by CSC (collectively, the "CSC Staff Defendants").
15. CSC is vicariously liable for the actions of the CSC Staff Defendants and other CSC staff.

John Doe's informant status

16. In [REDACTED] Date [REDACTED] John Doe became a confidential informant ("CI") for the [REDACTED] [REDACTED] [REDACTED]. At all material times, John Doe's status as an [REDACTED] CI was protected by informer privilege, which required, at minimum:
  - a. that John Doe's CI status would not be disclosed to anyone outside the circle of privilege; and
  - b. that scrupulous care would be taken to ensure that John Doe's name or any identifying or compromising information would not become known to anyone outside the circle of privilege(the "[REDACTED] Privilege").
17. At no time were any CSC staff members party to the [REDACTED] Privilege.
18. In [REDACTED] Date [REDACTED] John Doe was transferred to [REDACTED] [REDACTED] Institution, a medium-security federal carceral facility located in [REDACTED] [REDACTED].
19. Due to his role as a CI with the [REDACTED] [REDACTED] John Doe met regularly with [REDACTED] [REDACTED] agents in the private meeting rooms of [REDACTED] [REDACTED] Institution.

Breach of the [REDACTED] Privilege and Extortion of John Doe

20. Shortly after arriving to the institution in [REDACTED] the Defendant SIO 1 learned of John Doe's CI status due to his repeated meetings with the [REDACTED] within [REDACTED] and her role as a SIO within [REDACTED] Institution.
21. The defendant SIO 1 was the one responsible for communicating and setting meetings up with [REDACTED] agents.
22. Upon learning of John Doe's involvement with the [REDACTED] the Defendant SIO 1 used this knowledge to extort John Doe into becoming an informant for CSC, including by:
- a. threatening to disclose John Doe's [REDACTED] CI status to others; and
  - b. advising John Doe that working as an informant for CSC would protect him from any harm which would otherwise come from the disclosure of his [REDACTED] CI status; and
  - c. threatened to impede John Doe's progress so that he would not be able to move forward in any fashion in his correctional plan, if he refused Defendant [REDACTED] demands. John Doe's significant other and family were used as leverage.
- (the "SIO 1 Extortion").
23. At no time did the Defendant SIO 1 inform John Doe about the risks of acting as a CSC informant.
24. Due solely to the SIO 1 Extortion, John Doe agreed to work as an informant for CSC (the "Informing Agreement"). At all times, the Informing Agreement was subject to the following express or implied terms:
- a. that his informant status with CSC would be subject to the same protections and privilege afforded by his [REDACTED] Privilege;
  - b. that CSC would follow all policies and procedures related to the protections of informants, including those set out in Commissioner's Directive 568-9: Management of Human Sources;
  - c. that the [REDACTED] Privilege would be respected by those party to the Informing Agreement;

- d. that his informant status would not be disclosed to anyone outside of the preventative security department within [REDACTED]
- e. that CSC would exercise scrupulous discretion and judgement in relation to John Doe's work as an informant;
- f. that CSC would educate him on any necessary steps to ensure his informant status remained confidential and any other steps he needed to take to protect his and Jane Doe's safety; and
- g. that his status as an informant would be protected indefinitely even after his work as an informant for CSC concluded

(collectively, the "Privilege Terms").

25. John Doe's work under the Informing Agreement continued for approximately six months, from [REDACTED] (the "Informing Period"). During the Informing Period, John Doe's work as a CSC informant involved, *inter alia*:

- a. ongoing text message correspondence between Jane Doe and the Defendant SIO 1 to arrange times for phone conversations in which John Doe would pass informant information to the Defendant SIO 1 (the "Confidential Texts"); and
- b. regular phone conversations with the Defendant SIO 1 in which John Doe provided information about contraband and other threats to the safety of [REDACTED] Institution.

26. At no time did the Defendant SIO 1 or any other CSC staff advise or warn John Doe or Jane Doe that the Confidential Texts constituted a breach of the CSC Privilege and could place the safety of both plaintiffs at risk.

Initial breach of the Privilege Terms

27. CSC assigned the Defendant PO 1 to John Doe's file at the beginning of the Informing Period.

28. The relationship started amicably, as John Doe had demonstrated significant growth and motivation for rehabilitation during his time at [REDACTED] including via:

- a. a Psychological Risk Assessment in [REDACTED] which indicated that:
    - i. John Doe scored in the 3<sup>rd</sup> percentile on the Hare Psychopathy Checklist (i.e., scoring better than 97% of inmates and placing him in the low end of the non-psychopath group);
    - ii. John Doe's risk of violent recidivism was between low and low-moderate over the short, medium, and long-term; and
    - iii. further psychological risk assessment was unnecessary in John Doe's case;
  - b. positive relationships with his former parole officers and other CSC staff;
  - c. the lack of any major institutional charges during this time;
  - d. acting on an [REDACTED]
  - e. ongoing [REDACTED] and [REDACTED]
  - f. continuous [REDACTED]
- (collectively, the "Positive Steps").

29. In [REDACTED] the Defendant PO 1 informed John Doe that, in light of the Positive Steps, he would make changes to John Doe's correctional plan in order to support his upcoming applications for day parole and reclassification to minimum security.

30. The Defendant PO 1's treatment of John Doe changed dramatically in [REDACTED] [Date] when the Defendant SIO 1 breached both the [REDACTED] Privilege and Privilege Terms by disclosing John Doe's CSC and [REDACTED] informant status to the Defendant PO 1 (the "Initial Breach").

31. The Defendant SIO 1 would have the Defendant PO 1 arrange phone calls with the Plaintiff John Doe and would use the Defendant PO 1 to put pressure on the Plaintiff John Doe, which breached even further the [REDACTED] privilege and Privilege Terms by not only disclosing John Doe's CSC and [REDACTED] informant status to the Defendant PO 1 but also getting him involved.

Intimidation and further breach of Privilege Terms

32. Upon learning of John Doe's informant status, the Defendant PO 1 took steps to ensure that John Doe would remain within [redacted] as an informant for preventative security, including by:

- a. resiling from the support he previously showed John Doe, in light of the Positive Steps, which included a handwritten request by the Defendant PO 1's supervisor, [redacted] (Manager Assessment of Intervention) stating that the Plaintiff John Doe was doing really well and completing all of his correctional plan objectives on his own.
- b. disclosing John Doe's work with the [redacted] to other CSC staff and inmates, including his Manager of Assessment and Intervention, [redacted] (the "Second Breach"); and
- c. preventing John Doe from continuing to meet the objectives in his correctional plan.

33. In response to John Doe's written requests for further correctional plan guidance and homework, the Defendant PO 1 met with John Doe on [redacted]. In this meeting, the Defendant PO 1:

- a. threatened John Doe with repercussions if he submitted grievances or complaints about the Defendant PO 1's conduct as his parole officer
- b. repeatedly threatened to manipulate John Doe's institutional file in a negative manner; and
- c. informed John Doe that, in light of his repeated requests for further correctional plan homework and guidance, he would not support either day parole or risk reclassification.

34. John Doe made multiple attempts to grieve and report the Defendant PO 1 intimidation and harassment, including by reporting this conduct to the Defendant SIO 1 directly. All of these attempts were ignored or dismissed by both CSC and the Defendant SIO 1.

35. In response to John Doe's ongoing grievances and complaints, on [redacted] [redacted] the Defendant SIO 1 again intentionally breached the Privilege Terms by:



- a. detaining John Doe outside of a private meeting room with [REDACTED] agents;
- b. threatening John Doe with further ramifications if he continued to grieve his treatment, which included threats of putting his safety in jeopardy;
- c. threatening John Doe with further ramifications in the event he took legal action in respect of her conduct or the conduct of the Defendant PO 1; and
- d. deliberately exposing this confidential and privileged conversation to an inmate in John Doe's unit who the Defendant SIO 1 knew to be affiliated with organized crime.
- e. A lawyer was also present and witnessed this exchange.

(collectively, the "Third Breach").

Blackmail Incident

36. On [REDACTED] the plaintiff, Jane Doe received a text message from the Defendant SIO 1, requesting that John Doe contact the defendant SIO 1 with respect to the plaintiff John Doe's transfer.
37. John Doe called the Defendant SIO 1, at which point the plaintiff John Doe was questioned by the defendant SIO 1, in relation to John Doe's filed grievances.
38. John Doe was also asked what entities and people John Doe and Jane Doe had reached out to.
39. John Doe had informed the Defendant SIO 1 that he did not want to discuss these matters with her.
40. The Defendant SIO 1 stated to the John Doe that she knew the security intelligence officers in other provinces, and that threatened there would be repercussions if John Doe continued through the legal avenues.
41. On [REDACTED] the following day John Doe was called down to [REDACTED] in [REDACTED]. When he arrived to [REDACTED], there were multiple masked officers threatening, intimidating and blackmailing John Doe.
42. The masked officers stated to John Doe, that they were going to force him into doing a urinalysis, and that they would manipulate his urinalysis with intoxicants.

43. The masked officers then stated to John Doe this would be done to make it seem like the plaintiff John Doe was on crazy and on drugs, in order to discredit his allegations.
44. The masked officers stated to the John Doe, that the Defendants SIO 1 and PO 1 had warned him; they then this stated was happening because the plaintiff had filed grievances and reached out to separate entities to have investigations launched.
45. John Doe contested their actions and stated that he was being set-up, he stated that this was intimidation, threats and blackmail.
46. John Doe requested to see the Urinalysis authorization documents and after reviewing the Urinalysis documents, John Doe contested the whole of the Urinalysis, arguing that it was not a valid urinalysis.
47. The masked officers continued to threaten to manipulate the urinalysis, and charged John Doe.
48. John Doe refused to provide the urinalysis out of fear of the masked officers manipulating the urinalysis with intoxicants.
49. The Masked officers then stated to the plaintiff John Doe that he would be charged and removed from the unit he was currently residing at.
50. They stated to the plaintiff John Doe that the nightmare was just beginning, and it would start with where the plaintiff was being to relocated to.
51. John Doe was then subsequently wrongfully charged and moved into another cell in the institution that had a broken toilet, and did not function.
52. John Doe contested this, stating that the toilet was broken, and that it was not even attached to the hole that the toilet was supposed to be attached to.
53. John Doe was told by correctional staff that people from his background were used to such environments, and that using a hole should be nothing new to John Doe.
54. John Doe had filed grievances against staff for both the blackmail of the urinalysis, and for relocating, John Doe into a cell with a toilet that was broken.

Safety Concerns

55. On [redacted] Jane Doe contacted the defendant SIO 1, on behalf of John Doe stating there were concerns regarding his immediate safety.
56. The plaintiff John Doe was met by PO 1, on [redacted] at which point John Doe was asked what the safety concerns were by PO 1.
57. John Doe stated that he was in fear of his life due to the conduct of PO 1, and the other correctional staff involved.
58. PO 1 threatened John Doe and stated that, considering John and Jane Doe continue to raise awareness in the forms of correspondence, and grievances, the conduct would continue to get worse.

Disclosure of John Doe's CI Status in [redacted]

59. On [redacted] John Doe's status as an informant was permanently and irreversibly compromised when the Defendant PO 1 disclosed John Doe's work with preventative security in his official [redacted] (the "Irreversible Breach") by writing:

[redacted]

(the "Breaching Passage").

60. At the time of authoring the Breaching Passage, the Defendant PO 1:
- knew that John Doe had in fact worked as an informant for the Defendant SIO 1 and the preventative security department; and as such would personally facilitate calls between the defendant SIO 1 and John Doe whenever defendant SIO 1 requested.
  - knew or ought to have known that disclosure of John Doe's work with preventative security in a [redacted] constituted a breach of the Privilege Terms; and
  - knew that disclosing John Doe's informant status within his [redacted] [redacted] would result in obvious and foreseeable harm to John Doe or reasonable apprehension thereof.

61. Within days of the Irreversible Breach, through means unknown to the plaintiffs, multiple inmates obtained copies of John Doe's [REDACTED] and accused John Doe of acting as a CSC informant.
62. In fear for his life and safety, on [REDACTED] John Doe filed an urgent injunction application in federal court to have the Breaching Passage removed from his [REDACTED] (the "Injunction Application").
63. In light of the Injunction Application, CSC agreed to remove the Breaching Passage from John Doe's [REDACTED]
64. Pursuant to CSC's removal of the Breaching Passage, John Doe withdrew his Injunction Application on [REDACTED]
65. Despite withdrawing the Injunction Application, CSC staff – including the Defendant PO 1 and Defendant SIO 1 – disclosed John Doe's legal action to other CSC staff and inmates, resulting in John Doe being subjected to further stigma, harassment, cruel treatment, and abuse from both CSC staff and other inmates (the "Legal Stigma").

Intimidation, Harassment, and Breach of Privilege by the Defendant CM 1

66. John Doe submitted further grievances and complaints to CSC regarding the Irreversible Breach over the following month.
67. in response, on [REDACTED] the Defendant CM 1 attended John Doe's living unit and proceeded to intimidate and threaten John Doe in relation to the Injunction Application, the [REDACTED] Privilege, and his status as an informant with CSC. On this date, the Defendant CM 1:

[REDACTED]  
[REDACTED]

- b. followed John Doe around his living unit declaring that John Doe "knew" why [REDACTED] and stating that John Doe worked with the [REDACTED] and was a "rat"; and
- c. publicly announced that John Doe [REDACTED] (the "[REDACTED] Incident").

68. When another inmate intervened on John Doe's behalf to ask why CSC staff were intimidating and harassing him, both John Doe and the other inmate

received institutional charges due to their "belligerence" (the "First False Charge").

69. The plaintiffs sent numerous emails requesting that the video footage surrounding the "[REDACTED]" be preserved.

Attack by CSC Staff & Security Reclassification

70. Following the [REDACTED] Incident, John Doe filed grievances to CSC documenting the Defendant CM 1's actions as well as reporting this conduct to the Office of the Correctional Investigator.
71. On [REDACTED] in response to John Doe's ongoing grievances and the Legal Stigma, CSC staff battered John Doe in a vicious and unprovoked attack (the "Group Battery").
72. Following the Group Battery, John Doe was falsely blamed for instigating the Group Battery, resulting in an institutional charge (the "Second False Charge").
73. Due collectively to the intentional conduct of the Defendant PO 1, Defendant SIO 1, and Defendant CM 1, as well as the First False Charge and the Second False Charge, John Doe's risk classification was upgraded, and he was transferred to a maximum-security institution.
74. The plaintiffs John Doe and his Spouse Jane Doe had contacted the Office of the Correctional Investigator to conduct an investigation into all the matters leading up to the "group battery" such as file manipulation, blackmail, harassment intimidation, threats and the transfer.
75. The investigation was being carried out by Senior investigator [REDACTED] the investigation and conclusions would be completed by her, at which point it would be shared with the plaintiffs.
76. The plaintiff John Doe had diligently filed grievances, over an extensive period of time documenting all inappropriate actions by the Correctional Service of Canada staff members.
77. The plaintiff John Doe's file information was being negatively manipulated by CSC staff, on a very serious level, causing irreparable damage over time.

78. The Irreversible Breach and resulting Legal Stigma have done permanent, ongoing damage to John Doe's reputation within the federal carceral system. At each institution John Doe attends, rumours about his CI status circulate. His life and safety depend on his ability to refute these rumours.

79. Also as a result of the Irreversible Breach and resulting legal stigma John Doe faces ongoing mistreatment from the Correctional Service of Canada staff members, these very serious mistreatments have followed John Doe from federal institution to federal institution and has affected John and Jane Doe tremendously.

Breach of Confidentiality contract by CSC staff

80. On or about [redacted], Correctional Service of Canada staff member [redacted] stated in a meeting that the plaintiff John Doe was the subject of numerous discussions amongst CSC staff.

81. In the presence of two other staff members [redacted] stated that she was well aware of John Doe's ongoing confidential legal proceedings against CSC. She then stated that she and, other colleagues of hers, had been hearing all about John Doe's ongoing confidential legal proceedings.

82. One of the staff members present during the meeting, correctional officer [redacted] would later complete a report based on this meeting, which was then provided to John Doe and his then lawyer [redacted].

83. During the meeting CSC staff [redacted] stated to the plaintiff John Doe that if he moved forward with these confidential proceedings it would be detrimental to him, and that the plaintiff John Doe should think about his wife Jane Doe, and their child.

84. CSC staff member [redacted] stated to the plaintiff John Doe that CSC has the power to manipulate his reports, which would then prevent him from being released, considering his sentence, which CSC had the power of affecting at any moment.

85. [redacted] proceeded to negatively manipulate John Doe's occupational reports.

86. The report completed by Correctional officer [redacted], that was provided to the plaintiff John Doe, and his then lawyer [redacted] would then be removed from the system, albeit copies had already been provided.

87. As a result of this breach, the serious scope of confidentiality that was supposed to be provided surrounding the claim of John Doe was not, despite there being a signed contract between John Doe and the Defendants, to which [REDACTED] name was not placed on.

88. The actions of [REDACTED] and the Defendants shows that they have tried to impede John Doe's right to the legal process by making threats of retaliation, and affecting his ability to be released, and in doing so have caused the plaintiffs an extreme amount of mental distress.

Extortion and Sexual Assault due to the Irreversible Breach

89. On or about [REDACTED] only a day or days removed from the breach of confidentiality contract, CSC staff provided an inmate within John Doe's living unit at [REDACTED] a portion of John Doe's [REDACTED] which contained the Breaching Passage (the "Incriminating Document").

90. This inmate (the "Assailant") used the Incriminating Document to extort and sexually assault John Doe. Specifically, the Assailant threatened to distribute the Incriminating Document to other inmates if John Doe refused to submit to sexual activity. John Doe did so under duress of the obvious harm which would follow if this document was distributed to other inmates.

91. [REDACTED]

92. The Sexual Assault would not have occurred but for the Irreversible Breach.

Ongoing Impacts of the Irreversible Breach

93. Through to the present date, John Doe continues to experience threats, harassment, intimidation, assault, and battery due to the widespread rumours about his CI status within the federal carceral system (the "Ongoing Harms"). There have been numerous instances where attempts have been made on John Doe's life as a direct result of the Defendant's conduct.

94. As one example, on [REDACTED] the Defendant CO 1 informed another inmate within John Doe's living unit at [REDACTED] Institution that John Doe:

- a. was a "bug" for CSC and the [REDACTED] and
- b. [REDACTED]

(the "CO 1 Breach").

95. The Defendant CO 1 then advised the inmate(s) to viciously attack the Plaintiff John Doe on his next rotation.
96. As a result of the CO 1 Breach, this other inmate and his associates proceeded to viciously and repeatedly attack John Doe on [REDACTED] and [REDACTED] [REDACTED] (the "[REDACTED] Attacks").
97. The Defendant CO 1 and other CSC staff were notified and became aware of the [REDACTED] Attacks as they were occurring yet failed to intervene or take any steps to safeguard John Doe.
98. The plaintiff John Doe had triggered the emergency cell call button shortly after the vicious assault commenced on [REDACTED].
99. The defendant CO 1 was the officer who attended the emergency cell call, and then shut it off, without taking any action, despite seeing the clear indication that the plaintiff was injured and that an assault had taken place.
100. The plaintiff John Doe was stabbed in the face on the following day on, [REDACTED] [REDACTED], and transported to the hospital.
101. The plaintiff John Doe did not receive any medical attention until the plaintiff's family contacted [REDACTED] institution notifying them that John Doe was bleeding out, after being viciously attacked and stabbed.
102. After initially being transferred to the maximum security prison, the assailant was quickly returned to the same medium security institution where he carried out the vicious assault and stabbing on the plaintiff John Doe without consequence.
103. On [REDACTED], Jane Doe sent an email to the [REDACTED] institution warden stating that the plaintiff John Doe, had triggered the emergency cell button, and that staff had shut it off without taking any action or intervening.
104. Jane Doe had also requested that a serious investigation take place as well as the preservation of all video footage.



105. Many other examples exist of such behaviour where there is no consideration taken for the safety of either plaintiff.

Depths and impacts of file manipulation

106. The plaintiff John Doe's file information and reports were being negatively manipulated by CSC staff, on a very serious level, causing irreparable damage over an extensive period of time.

107. The file manipulation had got to the extent; that many reports, including a psychological risk assessment completed by a Correctional service of Canada psychologist [REDACTED], had been severely impacted by manipulated file information.

108. The Psychological risk assessment completed by [REDACTED] is just one example of reports that were manipulated or affected by file manipulation. The psychological risk assessment is one of the most important considered by the Honourable Parole Board members when coming to the determination of whether to grant parole or to deny parole.

109. The information surrounding numerous incidents, and reports was not being documented accurately, undoubtedly affecting John Doe.

110. During John Doe's parole board hearing an extensive amount of, important and relevant information, was shared, a lot of the issues surrounding The Correctional Service of Canada mistreatment towards the plaintiff was discussed on the record.

Mistreatment Persists In The Community

111. Until present date decisions are made in a vindictive manner by the Correctional Service of Canada staff, as a mean to punish the plaintiffs for exercising there legal rights and avenues.

112. This cruel treatment continues to have a serious impact on John and Jane Doe's lives inevitably affecting their child in the process as well. John and Jane Doe continue to be victimized by CSC staff, until present date, due to the stigma surrounding John and Jane Doe amongst CSC staff.

113. The plaintiffs have notified CSC of the CSC Staff Defendants' conduct, the [REDACTED] Incident, the Group Battery, the Sexual Assault, the Ongoing Harms, and the [REDACTED] Attacks, to list a few. Despite this, CSC has taken no

action, or in the alternative no adequate action, to address John Doe's ongoing victimization by CSC staff and other inmates.

114. At all material times, the intimidation and harassment from the CSC Staff Defendants and other CSC staff, the [REDACTED] Incident, the Group Battery, the Sexual Assault, the CO 1 Breach, [REDACTED] Attacks, and the Ongoing Harms would not have occurred but for the SIO 1 Extortion, the Initial Breach, the Second Breach, the Third Breach, and the Irreversible Breach (collectively, the "Breaches").

Harm to the plaintiffs

115. As a result of the conduct of the defendants:

a. John Doe has suffered:

- i. emotional injury and aggravation thereof;
- ii. injury to head;
- iii. injury to arms;
- iv. injury to dignity;
- v. disfigurement;
- vi. loss of liberty;
- vii. loss of interdependent relationship; and
- viii. such further and other losses as John Doe may advise;

b. Jane Doe has suffered:

- i. emotional injury and aggravation thereof;
- ii. loss of interdependent relationship;
- iii. premature labour and delivery of her child; and
- iv. such further and other losses as Jane Doe may advise.

**PART 2: RELIEF SOUGHT**

116. The plaintiffs claim the following relief from the defendants:

a. General damages, including:

- i. pain and suffering;
- ii. loss of amenities of life;
- iii. loss of wages, past and future;

- iv. loss of earning capacity;
  - v. loss of interdependent relationship;
  - vi. future cost of care and medical treatment; and
  - vii. further damages yet to be determined;
- b. damages under s. 24(1) of the *Canadian Charter of Rights and Freedoms*, being Schedule B to the Canada Act 1982 (UK), 1982, c 11 (the "Charter");
- c. special damages;
- d. aggravated damages;
- e. punitive damages;
- f. interest pursuant to the *Court Order Interest Act*, R.S.B.C. 1996, c. 79;
- g. costs; and
- h. such further and other relief as this Honourable Court may deem just.

### **PART 3: LEGAL BASIS**

#### *Liability of the Defendant SIO 1*

117. The Defendant SIO 1's conduct constitutes:

- a. Intimidation, as the Defendant SIO 1 committed the SIO 1 Extortion and in so doing:
  - i. threatened to breach the [REDACTED] Privilege and disclose John Doe's CI status;
  - ii. intended to injure John Doe either directly or indirectly through the disclosure of his CI status;
  - iii. coerced John Doe into entering the Informing Agreement, which he would not have done absent the [REDACTED] Extortion; and
  - iv. caused John Doe to suffer damages consequent to acting as a CSC informant, as particularized in Part 1;

- b. Intentional Infliction of Mental Suffering, as in committing the SIO 1 Extortion and the Third Breach the Defendant SIO 1:
  - i. acted flagrantly and outrageously;
  - ii. intended to cause harm to John Doe; and
  - iii. caused John Doe to suffer from visible and provable psychiatric illness;
  
- c. Misfeasance in public office, as:
  - i. the Defendant SIO 1 acted deliberately, unlawfully, and in bad faith in committing the SIO 1 Extortion, the Initial Breach, and the Third Breach;
  - ii. the Defendant SIO 1 was aware that this conduct would or was likely to harm the plaintiffs;
  
- d. unlawful means conspiracy, as:
  - i. the defendant SIO 1 must have acted in combination ("in concert, by agreement or with a common design");
  - ii. the defendant's conduct must have been unlawful;
  - iii. the defendant's conduct must have been directed towards the plaintiff;
  - iv. the defendant should have known that injury would have been likely to result; and
  - v. the plaintiffs have suffered damages as a result
  
- e. Intrusion upon Seclusion, as in committing the Initial Breach and Third Breach the Defendant SIO 1:
  - i. acted intentionally or recklessly;
  - ii. invaded the private and confidential affairs of John Doe without lawful justification; and
  - iii. acted in a manner that a reasonable person would find highly offensive and distressing.

118. In the alternative, the Defendant SIO 1 was negligent at common law, as at all material times she:

- a. owed a duty of care to the plaintiffs;
  
- b. violated this duty of care by:
  - i. committing the SIO 1 Extortion, Initial Breach, and Third Breach;

- ii. failing to officially designate John Doe as a CI for CSC, despite consistently relying upon and pressuring John Doe for sensitive informant information over a span of approximately six months;
  - iii. failing to act in response to the Breaches; and
- c. these violations resulted in obvious and foreseeable harm to the plaintiffs.

Liability of the Defendant PO 1

119. The Defendant PO 1's conduct constitutes:

- a. Intentional Infliction of Mental Suffering as the Defendant PO 1:
  - i. acted flagrantly and outrageously, by:
    - 1. threatening John Doe in relation to his filed grievances and complaints;
    - 2. manipulating John Doe's file in a negative manner; and
    - 3. committing the Second Breach and Irreversible Breach;
  - ii. intended to cause harm to John Doe; and
  - iii. caused provable and visible harm to John Doe.
- b. Misfeasance in public office, as:
  - i. the Defendant PO 1 acted deliberately, unlawfully, and in bad faith in threatening and harassing John Doe in relation to his grievances and complaints, as well as by committing the Second Breach and the Irreversible Breach; and
  - ii. the Defendant PO 1 was aware that this conduct would or was likely to harm the plaintiffs;
- c. Intrusion Upon Seclusion, as in committing the Second Breach and Irreversible Breach, the Defendant PO 1:
  - i. acted intentionally or recklessly;
  - ii. invaded the private and confidential affairs of John Doe without lawful justification; and
  - iii. acted in a manner that a reasonable person would find highly offensive and distressing.
- d. unlawful means conspiracy, as:

- i. the defendant PO 1 must have acted in combination ("in concert, by agreement or with a common design");
- ii. the defendant's conduct must have been unlawful;
- iii. the defendant's conduct must have been directed towards the plaintiff;
- iv. the defendant should have known that injury would have been likely to result; and
- v. the plaintiffs have suffered damages as a result

120. In the alternative, the Defendant PO 1's was negligent at common law, as at all material times the Defendant PO 1:

- a. owed a duty of care to the plaintiffs;
- b. violated this duty of care by:
  - i. acting in an intimidating manner;
  - ii. hiding or disposing of John Doe's grievances and complaints;
  - iii. committing the Second Breach and the Irreversible Breach; and
  - iv. failing to act in response to the Breaches;
- c. these violations of the duty of care resulted in obvious and foreseeable harm to the plaintiffs.

*Liability of the Defendant CM 1*

121. The Defendant CM 1's conduct constitutes:

- a. assault, as in the [REDACTED] Incident the Defendant CM 1:
  - i. intended to cause John Doe apprehension of imminent harm; and
  - ii. John Doe apprehended imminent harm.
- b. Intentional Infliction of Mental Suffering, as via the [REDACTED] Incident the Defendant SIO 1:
  - i. acted flagrantly and outrageously;
  - ii. intended to cause harm to John Doe; and
  - iii. caused visible and provable illness to John Doe;
- c. Misfeasance in public office, as:

- i. the Defendant CM 1 acted deliberately, maliciously, unlawfully, and in bad faith by [REDACTED] and by publicly disclosing John Doe's CI status and relationship with the [REDACTED]; and
    - ii. the Defendant CM 1 knew that this conduct was likely to cause harm to the plaintiffs.
  - d. Intrusion Upon Seclusion, as in disclosing John Doe's CI status through the [REDACTED], the Defendant CM 1:
    - i. acted intentionally or recklessly;
    - ii. invaded the private and confidential affairs of John Doe without lawful justification; and
    - iii. acted in a manner that a reasonable person would find highly offensive and distressing.
  - e. unlawful means conspiracy, as:
    - i. the defendant CM 1 must have acted in combination ("in concert, by agreement or with a common design");
    - ii. the defendant's conduct must have been unlawful;
    - iii. the defendant's conduct must have been directed towards the plaintiff;
    - iv. the defendant should have known that injury would have been likely to result; and
    - v. the plaintiffs have suffered damages as a result

122. In the alternative, the Defendant CM 1 was negligent at common law as:

- a. The Defendant CM 1 owed a duty of care to the plaintiffs;
- b. The Defendant CM 1 violated this duty of care, by:
  - i. [REDACTED] to his uniform when he knew or ought to have known that this would jeopardize John Doe's life and wellbeing or cause John Doe to apprehend fear for his life and wellbeing; and
- c. this violation of the duty of care resulted in obvious and foreseeable harm to the plaintiffs.

Liability of the Defendant CO 1

123. The Defendant CO 1's conduct constitutes:
- a. Intentional infliction of mental suffering, as via the CO 1 Breach the Defendant CO 1:
    - i. acted flagrantly and outrageously;
    - ii. intended to cause harm to John Doe; and
    - iii. caused visible and provable illness to John Doe;
  - b. Mifeasance in public office, as:
    - i. the Defendant CO 1 acted deliberately, maliciously, unlawfully, and in bad faith in committing the CO 1 Breach; and
    - ii. the Defendant CO 1 knew that this conduct was likely to cause harm to the plaintiffs.
  - c. Intrusion Upon Seclusion, as in disclosing John Doe's CI status through the CO 1 Breach, the Defendant CO 1:
    - i. acted intentionally or recklessly;
    - ii. invaded the private and confidential affairs of John Doe without lawful justification; and
    - iii. acted in a manner that a reasonable person would find highly offensive and distressing.
  - d. unlawful means conspiracy, as:
    - i. the defendant CO 1 must have acted in combination ("in concert, by agreement or with a common design");
    - ii. the defendant's conduct must have been unlawful;
    - iii. the defendant's conduct must have been directed towards the plaintiff;
    - iv. the defendant should have known that injury would have been likely to result; and
    - v. the plaintiffs have suffered damages as a result
124. In the alternative, the Defendant CO 1 was negligent at common law, as:
- a. the Defendant CO 1 owed a duty of care to the plaintiffs;
  - b. the Defendant CO 1 violated this duty of care in committing the CO 1 Breach; and
  - c. this violation of the duty of care resulted in obvious and foreseeable harms to the plaintiffs.



Liability of CSC

125. CSC is vicariously liable for the actions of the CSC Staff Defendants and other CSC staff, including via the causes of action of being:

- a. assault;
- b. intentional infliction of mental suffering;
- c. misfeasance in public office; and
- d. intrusion upon seclusion
- e. unlawful means conspiracy

126. CSC is further liable to John Doe in battery, as:

- a. in committing the Group Battery, CSC staff intentionally trespassed against John Doe's person without lawful excuse.

127. Further or in the alternative, CSC is liable to the plaintiffs in negligence, particulars of which include:

- a. failing to implement or enforce policies in relation to the identification and protection of confidential informants;
- b. failing to implement or enforce policies in relation to the ongoing management of confidential informants;
- c. failing to properly train CSC staff and the CSC Staff Defendants on proper procedures and policies in relation to confidential informants;
- d. failing to properly supervise CSC staff in relation to their management and handling of confidential informants;
- e. failing to investigate, adequately or at all, the plaintiffs' allegations, grievances, and complaints pertaining to John Doe's intimidation and harassment by the CSC Staff Defendants and other CSC staff, the Breaches, the [REDACTED] Group Battery, Sexual Assault, and Ongoing Harms;
- f. failing to take any action, or any reasonable action, in response to the plaintiffs' complaints concerning:

- i. intimidation and harassment by CSC Staff Defendants and other CSC staff;
  - ii. the Breaches;
  - iii. the [REDACTED];
  - iv. the Group Battery;
  - v. the Sexual Assault; and
  - vi. the Ongoing Harms till present date;
- g. failing to implement or enforce policies to prevent CSC staff from disclosing John Doe's legal action and the Injunction Application to other CSC staff and inmates;
- h. failing to implement or enforce policies which would prevent CSC staff from discriminating against John Doe due to the Legal Stigma;
- i. failing to develop policies and procedures for the protection of confidential informants once their informant status has been compromised;
- j. failing to protect the plaintiff from other inmates and CSC staff following the Breaches;
- k. failing to report the actions of the CSC Staff Defendants and CSC staff to the applicable police departments;
- l. failing to develop a grievance system which protects the privilege of confidential informants, or relates specifically to grievances related to the informants' actions;
- m. failing to adhere to the statutory requirements of the *Corrections and Conditional Release Act*, S.C. 1992, c. 20 (the "CCRA") including, *inter alia*:
  - i. s. 3, which requires CSC to:
    1. carry out sentences through safe and humane custody and supervision of offenders; and
    2. assist in the rehabilitation of offenders and their reintegration into the community as law-abiding citizens;
  - ii. s.4, which requires CSC to:
    1. carry out sentences in regard to all available information;
    2. use the least restrictive measures consistent with the protection of society;

3. allow offenders to retain the rights of all members of society except for those lawfully and necessarily removed or restricted;
  4. make correctional decisions in a forthright and fair manner, and to provide inmates with an effective grievance procedure; and
  5. properly train and select staff members;
- iii. s. 19, which requires CSC to investigate and provide a report to the commissioner where an inmate suffers serious bodily injury or death; and
  - iv. s. 24(1), which requires CSC to take all reasonable steps to ensure that any information about an offender that it uses is as accurate, up to date, and complete as possible;
- n. failing to adhere to the statutory requirements of the *Corrections and Conditional Release Regulations*, SOR/92-620 (the "CCRR"), including:
- i. s. 3, which requires CSC staff to:
    1. be familiar with the CCRA, CCRR, and every written policy directive that relates to the staff member's duties;
    2. perform their duties impartially and diligently and act in accordance with the principles set out in the CCRA; and
    3. encourage and assist offenders to become law-abiding citizens; and
  - ii. s. 73(1), which requires CSC staff to immediately call health care staff when they become aware of an injury or death stemming from a use of force;
- o. failing to adhere to the policies and procedures set out in the Commissioners Directives; and
- p. placing CSC staff members in a position of power and authority relative to John Doe when CSC knew or ought to have known that these staff members had displayed a history of inappropriate conduct and abuse towards federal inmates;
128. Further or in the alternative, the actions of CSC, CSC staff, and the CSC Staff Defendants constitute violations of the rights enshrined under the *Charter*, including:

- a. s. 7, as the conduct of CSC staff and CSC Staff Defendants violated John Doe's right to:
- i. life, as CSC and CSC staff have acted in a manner which has significantly increased John Doe's likelihood of being killed by other inmates, as evidenced by the [REDACTED] Attacks;
  - ii. liberty, as John Doe has been arbitrarily detained in more restrictive environments on various occasions due to the acts of CSC staff and CSC Staff Defendants, including the First False Charge and Second False Charge to list a few;
  - iii. security of the person, as John Doe has been repeatedly subjected to harm to his person and apprehension thereof due to the Breaches, including:
    1. the Group Battery;
    2. the Sexual Assault;
    3. the [REDACTED] Attacks; and
    4. the Ongoing Harms

in a manner that violates the principles of fundamental justice; and

- b. s. 12, as John Doe's incarceration since the Initial Breach has been marked by treatment by CSC and CSC staff that is abhorrent and intolerable to our society, constituting cruel and unusual punishment.

129. Further or in the alternative, the conduct of CSC, the CSC Staff Defendants, and CSC staff constitutes a breach of contract, as:

- a. the Informing Agreement was at all times an enforceable legal contract between CSC and John Doe;
- b. the Breaches constitute a breach of the Informing Agreement; and
- c. the plaintiffs suffered damages due to this breach, as particularized in Part 1 herein.

Aggravated and punitive damages are appropriate

130. The plaintiffs seek aggravated damages in response to significant intangible injuries they have suffered due to the defendants' reprehensible

behaviour. They have spent years in constant, daily fear for their life and wellbeing.

131. Due to the defendant's reprehensible behaviour the plaintiff John Doe's Charter of Rights were violated on numerous occasions.

132. It is important to note that The Correctional Service of Canada's mandate is to rehabilitate offenders, it is their duty to rehabilitate offenders so that they can successfully reintegrate into society. In the present circumstances the Correctional Service of Canada has caused severe lifelong trauma to both John and Jane Doe through their reprehensible actions.

133. At all material times, John Doe has been entirely reliant on the care and support of the defendants for his life, safety, and wellbeing. In spite of this reliance, the defendants have acted in a manner which is vindictive, reprehensible, malicious, cruel and highly oppressive. Punitive or exemplary damages in various forms are necessary to deter this conduct moving forward and ensure that CSC properly protects informants within the federal carceral system.

134. The Correctional Service of Canada is in charge of administering the sentence of the plaintiff John Doe in accordance with the law, the actions committed by the defendants are egregious and are not in line with the principles of fundamental justice.

135. The state in this matter have engaged in conduct that is offensive to societal notions of fair play and decency. Punitive or exemplary damages in various forms are also necessary in order to protect the plaintiffs from the Correctional Service of Canada authority, and also in order to deter this behaviour in all forms.

Authorities relied on by the plaintiffs.

136. The plaintiffs plead and rely upon the following statutes and amendments thereto:

- a. *Canadian Charter of Rights and Freedoms, Part 1 of the Constitution Act, 1982, being Schedule B to the Canada Act 1982 (UK), 1982, c. 11;*
- b. *Corrections and Conditional Release Act, S.C. 1992, c. 20;*

- c. *Corrections and Conditional Release Regulations*, SOR/92-620;
- d. *Court Order Interest Act*, R.S.B.C. 1996, c. 79;
- e. *Criminal Code of Canada*, R.S.C. 1985, c. C-46;

Plaintiff's address for service: John Doe; Jane Doe  
 Attention: John Doe and Jane Doe  
 Fax number address for service (if any): N/A  
 E-mail address for service (if any): [j9503106@gmail.com](mailto:j9503106@gmail.com)  
[j9503105@gmail.com](mailto:j9503105@gmail.com)

Place of trial: Vancouver  
 The address of the registry is: 701 W Georgia St, Vancouver, BC V7Y 1K8

Dated: 07 November, 2023

  
 \_\_\_\_\_  
 Signature of John Doe for the Plaintiff

  
 \_\_\_\_\_  
 Signature of Jane Doe for the Plaintiff

I HEREBY CERTIFY that the above document is a true copy of  
 the original issued out of / filed in the Court on the \_\_\_\_\_  
 day of FEB 09 2024 A.D. 20\_\_\_\_

Dated this \_\_\_\_\_ day of FEB 15 2024 20\_\_\_\_

  
 \_\_\_\_\_  
 PRISCILLA LAM  
 REGISTRY OFFICER  
 AGENT DU GREFFE