

CV-25-00740568-0000

Court File No.

**ONTARIO
SUPERIOR COURT OF JUSTICE**

BETWEEN:

(Court Seal)



EZRA LEVANT, REBEL NEWS NETWORK LTD., and RUMBLE CANADA
INC.

Plaintiffs

-and-

HIS MAJESTY, THE KING IN RIGHT OF CANADA, CANADA LANDS
COMPANY LIMITED, CANADA LANDS COMPANY CLC LIMITED, THE
HONOURABLE YA'ARA SAKS, ROBERT NG, NEIL JONES, ANDREA
THOMPSON, KAREN VUONG, ROXANNE KRAUSE, MARCELO GOMEZ-
WIUCKSTERN and THE ATTORNEY GENERAL OF CANADA

Defendants

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 an Ontario lawyer acting for you must prepare a Statement of Defence in Form 18A prescribed by the *Rules of Civil Procedure*, serve it on the Plaintiff's lawyer or, where the Plaintiff does not have a lawyer, serve it on the Plaintiff, and file it, with proof of service in this court office, WITHIN TWENTY DAYS after this Statement of Claim is served on you, if you are served in Ontario.

If you are served in another province or territory of Canada or in the United States of America, the period for serving and filing your Statement of Defence is forty days. If you are served outside Canada and the United States of America, the period is sixty days.

Instead of serving and filing a Statement of Defence, you may serve and file a Notice of Intent to Defend in Form 18B prescribed by the *Rules of Civil Procedure*. This will entitle you to ten more days within which to serve and file your Statement of Defence.

IF YOU FAIL TO DEFEND THIS PROCEEDING, JUDGMENT MAY BE GIVEN AGAINST YOU IN YOUR ABSENCE AND WITHOUT FURTHER NOTICE TO YOU. IF

YOU WISH TO DEFEND THIS PROCEEDING BUT ARE UNABLE TO PAY LEGAL FEES, LEGAL AID MAY BE AVAILABLE TO YOU BY CONTACTING A LOCAL LEGAL AID OFFICE.

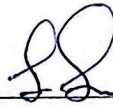
IF YOU PAY THE PLAINTIFF'S CLAIM, and \$750 for costs, within the time for serving and filing your Statement of Defence you may move to have this proceeding dismissed by the Court. If you believe the amount claimed for costs is excessive, you may pay the Plaintiff's claim and \$400 for costs and have the costs assessed by the Court.

TAKE NOTICE: THIS ACTION WILL AUTOMATICALLY BE DISMISSED if it has not been set down for trial or terminated by any means within five years after the action was commenced unless otherwise ordered by the court.

Date

7 APRIL 2025

Issued by



L. LAWSON

Local Registrar

Address of
court office:

Superior Court of Justice
330 University Avenue, ~~9th Floor~~
Toronto ON M5G 1R7

8th Floor

TO: Office of the Deputy Attorney General of Canada
284 Wellington Street
Ottawa, Ontario
K1A 0H8

AND TO: Ontario Regional Office
Department of Justice Canada
120 Adelaide Street West
Suite #400
Toronto, Ontario
M5H 1T1

AND TO: Canada Lands Company Limited
c/o Stéphan Déry
1700-1 University Avenue
Toronto ON
M5J 2P1
Canada

AND TO: Canada Lands Company CLC Limited
1700-1 University Avenue
Toronto ON
M5J 2P1
Canada

AND TO: The Honourable Ya'ara Saks
2-2800 Keele Street
Toronto, Ontario
M3M 0B8

AND TO: Robert Ng
1700-1 University Avenue
Toronto ON
M5J 2P1
Canada

AND TO: Andrea Thompson
1700-1 University Avenue
Toronto ON
M5J 2P1
Canada

AND TO: **Karen Vuong**
1700-1 University Avenue
Toronto ON
M5J 2P1
Canada

AND TO: **Roxanne Krause**
1700-1 University Avenue
Toronto ON
M5J 2P1
Canada

AND TO: **Marcelo Gomez-Wiuckstern**
1700-1 University Avenue
Toronto ON
M5J 2P1
Canada

AND TO: **Neil Jones**
1700-1 University Avenue
Toronto ON
M5J 2P1
Canada

CLAIM

1. The Plaintiffs claim for:

- (a) a Declaration that the Defendants breached the Plaintiffs' rights under Section 2(b) of the *Canadian Charter of Rights and Freedoms*;
- (b) damages under Section 24(1) of the *Canadian Charter of Rights and Freedoms*;
- (c) \$37,177.80 in damages for the security and facility costs that were wrongly imposed on the Plaintiffs by the Defendants;
- (d) damages to be determined prior to trial against the Defendants for misfeasance in public office, breach of fiduciary duty, negligence, intentional interference with economic relations, inducement of breach of contract, and unlawful means conspiracy;
- (e) \$250,000 in punitive and exemplary damages on the basis that the Defendants' conduct was arbitrary, deliberate, callous, highhanded, and reckless;
- (f) the costs of this proceeding on a full indemnity basis, plus all applicable taxes;
- (g) prejudgment interest in accordance with section 128 of the *Courts of Justice Act*, R.S.O. 1990, c. C.43, as amended;
- (h) postjudgment interest in accordance with section 129 of the *Courts of Justice Act*, R.S.O. 1990, c. C.43, as amended; and
- (i) such further and other relief as the nature of the case may require and this Honourable Court may deem just.

The Parties

2. The Plaintiff, Rebel News Network Ltd. ("**Rebel News**"), is a federal company carrying on business as an independent online news and media company operating across Canada and around the world. Rebel News has been granted media accreditation by governments in Canada and around the world, including the United States, the United Kingdom, the European Union, Sweden, the Netherlands, and India. Rebel News is a member of the Independent Press Gallery of Canada.

3. The Plaintiff, Ezra Levant ("**Mr. Levant**"), is the founder and principal of Rebel News. He is a resident of Toronto.

4. The Plaintiff, Rumble Canada Inc. ("**Rumble**"), is an online video platform and cloud services company. Rumble provides a platform for video creators to host, manage, distribute, and monetize their content. It is incorporated pursuant to the laws of Ontario, headquartered in Toronto, and is the indirect subsidiary of a publicly traded company listed on the NASDAQ.

5. The Defendant, The Honourable Ya'ara Saks ("**Ms. Saks**"), is the Member of Parliament ("**MP**") for York Centre and is Canada's Minister of Mental Health and Addictions. She is also the Associate Minister of Health.

6. The Defendant, Marcelo Gomez-Wiuckstern ("**Mr. Gomez-Wiuckstern**"), is the Vice President, Corporate Communications and Public Affairs, Canada Lands Company Limited.

7. The Defendant, Neil Jones ("**Mr. Jones**"), is the Executive Vice President, Attractions (Toronto) at Canada Lands Company Limited. In that position, which he has held since September 2019, he oversees national attractions including the CN Tower and Downsview Park.

8. The Defendant, Robert Ng ("**Mr. Ng**"), is the Director of Attractions at the CN Tower and Downsview Park, Canada Lands Company Limited.

9. The Defendant, Andrea Thompson ("**Ms. Thompson**"), is the Director, Property Management Downsview Park, Canada Lands Company Limited.

10. The Defendant, Karen Vuong ("**Ms. Vuong**"), is the Events and Communications Manager, Canada Lands Company Limited.

11. The Defendant, Roxanne Krause is the Director of Security Services at the CN Tower ("Ms. Krause" and together with Ms. Thompson, Mr. Ng, Mr. Jones, Mr. Gomez-Wiuckstern, and Ms. Vuong, the "Canada Lands Employees").

Prior Litigation Between Ms. Saks And Rebel News

12. On October 23, 2023, Rebel News and its journalists, including Mr. Levant, initiated proceedings against Ms. Saks and other Members of Parliament, alleging violations of their constitutional rights under the *Canadian Charter of Rights and Freedoms*. The claim arose from actions by the Respondents that included blocking the Applicants' access to official government accounts on the social media platform X (formerly Twitter). Rebel News took the position that those actions stifled their ability to access and communicate government information, participate in public discourse, and effectively represent their views as journalists and citizens.

13. On January 17, 2024 the proceeding was resolved by consent order by which the Respondents were ordered to grant access to the Applicants on X or any successor platforms while serving as Members of Parliament. Costs of \$1,750 were awarded to the Applicants.

14. As particularized below, this prior litigation, together with other factors, motivated some or all of the Defendants to subject the Plaintiffs to unfair and unconstitutional treatment, including their efforts to prevent the Plaintiffs from holding the Event (defined below).

The Event

15. On March 25, 2024, the Plaintiffs announced a freedom-oriented two-day event to be held in Toronto on Friday, May 10, 2024, and Saturday, May 11, 2024 (the "Event").

16. The Event was comprised of two separate live events: **Rumble Live** and **Rebel News Live** (both defined below).

17. On Friday, May 10, 2024, the Plaintiffs hosted the inaugural **Rumble Live** event (“**Rumble Live**”). **Rumble Live** featured prominent speakers, including Donald Trump Jr., award-winning journalist Glenn Greenwald, and Canadian lawyer David Freiheit.

18. On Saturday, May 11, 2024, the Plaintiffs hosted the annually held **Rebel News Live** event (“**Rebel News Live**”). **Rebel News Live** featured a series of speeches by **Rebel News** journalists and selected guests of **Rebel News**, followed by a dinner and cocktails for VIP guests.

19. At all relevant times, the Defendants understood that the Event had the following features:

- (a) two full days of presentations from speakers, including Donald Trump Jr.;
- (b) an evening reception after **Rebel News Live** for a smaller group of guests to mingle with VIP speakers until about 1:00 a.m.;
- (c) the Event would take place in Downsview Park, but the precise location and venue details would be emailed only to ticket holders 48 hours before the Event;
- (d) free parking for ticket holders; and
- (e) preferred parking for higher ticket value holders.

The Warehouse Agreement

20. The Event was held at the Warehouse, located at 35 Carl Hall Road, North York, Ontario (the “**Warehouse**”). The Warehouse is a venue that typically hosts weddings and other private events and generally has capacity for approximately 400 guests.

21. The Warehouse is situated within Downsview Park, a large greenspace located in the Downsview neighbourhood of Toronto, Ontario, and the Federal Riding of York Centre. Ms. Saks is the Federal MP for York Centre and a member of the Liberal Caucus.

22. Downsview Park is also home to several businesses, including the Warehouse, along with various sports and recreational facilities; food and flea markets; and educational institutions.

23. The Defendant, Canada Lands Company Limited ("**Canada Lands**"), which is a Federal Crown Corporation, owns and operates Downsview Park. As the 'landlord', Canada Lands employs BGIS as its property manager for Downsview Park, which includes the Warehouse.

24. On or about April 26, 2024, Rebel News and the Warehouse entered into a written agreement pursuant to which Rebel News agreed to rent the Warehouse to host the Event (the "**Agreement**").

25. Rebel News is a platform for some views and ideas that are outside of the mainstream. Because of its often controversial perspectives, Rebel News takes precautions when arranging its events to ensure that they be held as scheduled for the benefit of its ticket holders, and that the event will not be influenced or 'cancelled' for political reasons. One of the precautions that Rebel News takes is to negotiate explicit terms into its venue agreements to ensure that Rebel News' fundamental rights, such as freedom of speech and freedom of assembly, are protected.

26. The Agreement contains such terms and provides that:

- (a) "The Warehouse Agrees to: uphold free speech principles and contractual obligations, irrespective of the event's content or the public's reaction to such content";
- (b) "Notwithstanding anything to the contrary in this contract: The Warehouse acknowledges its understanding of Rebel News' editorial stance (including the perception by some parties that Rebel News's editorial stance is controversial) and agrees that such editorial stance will not serve as grounds for termination of the contract or refusal to provide the services contemplated in the contract. The contract may only be terminated by The Warehouse as expressly contemplated in the contract. The Warehouse shall not cancel or postpone the event due to external pressures, including but not limited to public dissent, social media campaigns,

safety concerns (other than those unrelated to the event), or politically motivated requests (collectively, "External Pressures"). For clarity, such External Pressures shall not constitute a force majeure event contemplated by the section "Non Performance for Force Majeure" below"; and

- (c) "The Warehouse and Rebel News agree to maintain open communication regarding any External Pressures regarding the event. Such communication shall be made in a timely manner to allow for adequate response and planning by the parties to address any concerns. Both parties agree to collaboratively address and mitigate any External Pressures to ensure the event's successful execution on the scheduled date of the event".

27. Other terms of the Agreement provide that the Warehouse would:

- (a) host and provide services, as set out in the contract and the contract confirmation, in a timely and professional manner and consistent with industry standards;
- (b) cooperate in good faith with any such party from the date of the Agreement through to the day after the Event in order to ensure the smooth and timely performance of the Event, and any such preparation prior to the Event, without interruption;
- (c) begin the Event promptly at the scheduled start time; provided, that the Warehouse will be open and available for Rebel News, its agents, invitees, and subcontractors to reasonably prepare for the Event as set out in the confirmation sheet; and
- (d) only cancel the Agreement if Rebel News fails to make the required deposits by five (5) business days prior to the Event.

28. By way of an action, bearing Court File No. CV-24-00724502-0000, Rebel News commenced litigation against the Warehouse alleging various breaches of the Agreement.

Canada Lands Deems the Event "Undesirable"

29. On March 26, 2024, Mr. Ng, the Director of Attractions at the CN Tower and Downsview Park, sent an email to his co-workers at Canada Lands, Ms. Vuong and Ms. Thompson, with the subject line: "Controversial Event", stating in the body of the email that he "[s]aw this on the newsfeed...If it happens on or near our property, we might attract an undesirable crowd". As previously mentioned, Ms. Vuong is the Events and Communications Manager, Canada Lands, and Ms. Thompson is the Director, Property Management Downsview Park, Canada Lands.

30. The following day, Ms. Thompson forwarded the March 26, 2024, email to Mr. Jones, the Executive Vice President, Attractions, Canada Lands, stating that, "I suppose we can't stop these undesirable events".

31. Ms. Krause, Director of Security at the CN Tower, which is also owned and operated by Canada Lands, was tasked with disrupting and attempting to prevent the Event from going ahead. In an April 2, 2024, email, Ms. Krause stated that "I love a new challenge" in respect of the Defendants' desire to disrupt and/or cancel the event. Ms. Krause acknowledged, however, that because the Warehouse is a tenant, and not a government entity, "we don't have any real say on who they rent space to or what they do with it".

32. On the same day, Ms. Thompson sent an email to Lydia Syme, Legal Counsel, Canada Lands, characterizing Rebel News as a "right wing, anti-government organization. Think anti-vaccine, freedom convoy supporters, etc.". Ms. Thompson then commented that, "I am wondering if you think there is any language within the lease agreement that would permit us to stop this event from happening. Based on my review, I don't think there is, but I would appreciate your opinion...".

The Police Confirm That There Are No Known Security Risks Regarding the Event

33. On April 17, 2024, Ms. Krause made inquiries of the Toronto Police (the "Police") in respect of "known demonstrations" and whether the Police had "any insight into potential counter protests?". That same day, the Police responded that they were aware of the Event and confirmed that there was "no information about security concerns and/or counter-protest groups".

34. On April 25, 2024, Mr. Ng emailed Ms. Krause and Ms. Thompson and asked, "[i]f we see a lot of buzz about counter protest, should we pre-emptively rent some crowd control fences?".

35. On April 29, 2024, Ms. Krause wrote to an undisclosed recipient confirming that "I haven't been able to find much chatter on this event so planning is difficult".

36. On May 9, 2024, the day before the Event, the Police reiterated that "[a]t this time there is no indication that any protestors will show up" and that they "don't foresee our protestors leaving their high ground (encampments) downtown just to come up to Downsview".

37. As confirmed by the Police, there was no, and never was any, "buzz" of a counter-protest or any form of disruption that would require a security response from the Defendants.

The Defendants' Unconstitutional Plan to Silence The Plaintiffs

38. Upon learning that the Event would take place somewhere in Downsview Park, and without any confirmation of a counter-protest, the Defendants set about a course of action that was designed to prevent the Event from proceeding.

39. The Defendants acted together to avoid what they considered to be the negative political implications of a polarizing group hosting an event in a federally owned park.

40. As early as March 26, 2024, and despite there being no information about security concerns and/or counter-protest groups, Canada Lands, in conjunction with Ms. Saks and her office, began to put a "response plan" in place, the full particulars of which are not yet known to the Plaintiffs and are solely within the knowledge of the Defendants.

41. Ms. Saks had a personal and political interest in preventing the Event from proceeding in her riding. At all relevant times, Ms. Saks was aware of the Event and directed, encouraged, coordinated, and was otherwise aware of the efforts by the Defendants to disrupt the Event.

42. The Defendants developed a plan to impose significant unwarranted facility and security costs (the “**Unwarranted Costs**”) onto the Plaintiffs, for which there was no legal, or factual, basis in order to deter the Event from taking place (the “**Unconstitutional Plan**”).

43. The Unconstitutional Plan was designed and implemented by the Defendants with the intention that the Plaintiffs would be unable or unwilling to pay the Unwarranted Costs and would be forced to cancel the Event.

44. The full particulars of how the Unconstitutional Plan was developed and implemented is solely within the knowledge of the Defendants.

The Plaintiffs Learn About the Unconstitutional Plan

45. On May 1, 2024, Canada Lands, either directly or indirectly through their agents, provided the Warehouse with a cost summary setting out the Unwarranted Costs that were to be levied against the Plaintiffs as part of the Unconstitutional Plan.

46. Rebel News first learned of the Unconstitutional Plan on May 2, 2024, following a phone call between Rebel News staff and David Silber, the principal of the Warehouse (“**Mr. Silber**”).

47. Mr. Silber explained that, in or around March 2024, Canada Lands representatives called him to confirm whether Rebel News had booked an event at the Warehouse, which he confirmed at that time. During the call, Mr. Silber was advised about the Unwarranted Costs and that if the Plaintiffs refused to pay, the Event would not be permitted to proceed. Mr. Silber was advised that the quantum and payment of the Unwarranted Costs by the Plaintiffs was not open for discussion.

48. On May 3, 2024, Mr. Silber provided Mr. Levant with an invoice totalling \$37,177.80, inclusive of HST, for the Unwarranted Costs with particulars of the security and incidental charges

including but not limited to, \$1,990 for port-a-potties and \$7,514.50 for 2,600 feet of fencing. By comparison, Rebel News' cost to rent the Warehouse for the Event was only \$7,300, plus \$2,080 for staff and an additional \$11,350 for food and beverage, and gratuity and tax thereon.

49. The Plaintiffs paid the Unwarranted Costs on or about May 7, 2024 under protest and duress.

50. There was no basis in the Agreement to charge the Plaintiffs any sums over and above those which were explicitly set out or contemplated in the Agreement itself. The Unwarranted Costs were not set out nor contemplated in the Agreement, nor was there any basis to insist on these charges. There were no known threats of counter-protests.

51. There was no security threat created by the Event and any security issues associated with the Event were adequately and appropriately addressed by Rebel News and Donald Trump Jr., who had their own security personnel arranged for the Event.

Ms. Saks Issues Statement Condemning the Event and the Plaintiffs

52. On May 10, 2024, the first day of the Event, Ms. Saks made the following statement on the social media platform X, which confirmed her strong ideological opposition to the Event and the Plaintiffs and stated that neither were "welcome" in her riding:

Sadly, I have learned that Rebel News will be bringing its hateful and extremist views to York Center, the riding I am proud to represent, when it holds Canada's most provocative [...] conference, including Donald Trump Jr. and other MAGA Conservatives at Downsview Park this weekend.

While I am a strong supporter of the right to free speech, let me be clear that the vile views espoused by Rebel News are not welcome in York Centre, nor do its residents support them.

Rebel News, its commentators, staff and associates have espoused everything from antisemitism to islamophobia. They claim to support the Jewish people but traffic in the

Great Replacement and Soros conspiracies – antisemitism by any other name. Worse yet, they pretend this is all par for the course.

In recent weeks, Rebel News has attacked me personally, mailing my entire riding and launching an attack website. I will not be bullied from doing my job and I will not be lectured on how to be Jewish by one of Canada's leading disseminators of hate.

It is unfortunate but not surprising that Donald Trump Jr. will attend this conference. Canada has beautiful attractions, shows and events – Rebel News' event is not one of them.

My conservative opponent, Roman Baber, has been platformed by and interacted with Rebel News at every opportunity. Rebel News is clearly supporting Roman Baber and if Roman had any personal integrity he would denounce their hateful views and extremism. He won't because he and Rebel News hold the same extremist fringe views that got him kicked out of Doug Ford's caucus.

While I deplore that this conference is taking place, I urge Toronto's police to take steps to keep all participants safe.

The Event Proceeds Without Incident

53. The Event proceeded without incident. The additional security presence and infrastructure for which the Plaintiffs were charged were unnecessary and many of the additional security officers were dismissed before the Event concluded.

The Defendants Monitor Rebel News after the Event

54. Following the Event, Mr. Levant reached out to BGIS for comment on an article he was writing about the Defendants' attempts to prevent the Event from proceeding.

55. On May 10, 2024, BGIS forwarded Mr. Levant's request to Canada Lands as, "we [BGIS] need to come together with the BGIS media and response team in order to ensure all messaging is consistent across all platforms". That same day, Canada Lands advised that, "we (or BIGS) should not be engaging in this conversation and should avoid responding. We have nothing to gain from engaging".

56. On May 11, 2024, Mr. Levant published an article about the Defendants' efforts to stop the Event from proceeding. Thereafter, the Defendants began monitoring discussions about the Event and Mr. Levant's article on social media and across the internet.

Breach of the Plaintiffs' Charter Rights

57. The Defendants' actions described herein constituted a breach of the Plaintiffs' rights protected by Section 2(b) of the *Canadian Charter of Rights and Freedoms*, which guarantee freedom of thought, belief, opinion, and expression. The Defendants' attempts to obstruct the Event, based on its content and the anticipated expressions, represent an unlawful interference with protected expressive activities. The Defendants' breach of Section 2(b) is not saved by Section 1 as the interference cannot be demonstrably justified in a free and democratic society.

58. The Event is an activity containing expressive content protected by Section 2(b) of the *Charter*. The Defendants infringed the Plaintiffs' rights protected under Section 2(b) by both the purpose and effect of the Defendants' actions. The purpose of the Defendants' Unconstitutional Plan and actions was to restrict the content of the Plaintiffs' expressions.

59. The effect of the Defendants' Unconstitutional Plan and actions was to, among things, limit their expression, prohibit their participation in political decision-making, prohibit their pursuit of truth, and to prevent the Plaintiffs from sharing their social, political, cultural, and ideological views.

60. The Defendants' actions are contrary and inconsistent with a free and democratic society and the fundamental individual rights enshrined by the *Charter*.

Misfeasance in Public Office

61. The personal Defendants have together and/or individually committed misfeasance of their respective offices. Each of them engaged in deliberate and unlawful conduct in their capacities as public officials. Each of them was aware that the conduct was unlawful and would likely harm the Plaintiffs.

62. The personal Defendants knowingly used their positions to advance the Unconstitutional Plan. The purpose of their conduct was to silence the Plaintiffs and prevent their expression of beliefs that they considered "undesirable". Their conduct was calculated to harm the Plaintiffs and to suppress their *Charter* protected rights.

Breach of Fiduciary Duty

63. At all material times, the Defendants were in a fiduciary relationship with the Plaintiffs by virtue of:

- (a) the Defendants' ability to exercise discretion over the Plaintiffs;
- (b) the Defendants' ability to unilaterally exercise that power or discretion so as to adversely impact the legal and/or practical interests of the Plaintiffs; and
- (c) the Plaintiffs being particularly vulnerable to the exercise of discretion or power of the Defendants.

64. The fiduciary relationship obligated the Defendants to not place their personal, political, and social views ahead of the interests of the Plaintiffs to exercise their *Charter* protected rights. In breach of their fiduciary duties, the Defendants allowed their personal distaste for the Plaintiffs' political, cultural, and social views to discriminate against the Plaintiffs.

Negligence

65. The Defendants owed a duty of care to the Plaintiffs. Their behaviour breached the standard of care expected of them when they improperly used their positions as public officers to develop and implement the Unconstitutional Plan. As a result, the Plaintiffs sustained damages that were caused by the Defendants' breaches of the standard of care. But for the Defendants' Unconstitutional Plan, the Plaintiffs would not have been forced to pay the Unwarranted Costs.

Unlawful Means Conspiracy

66. The Defendants acted in concert to unlawfully infringe the Plaintiffs' *Charter* rights through the Unconstitutional Plan. Their unlawful objective was to cause financial and/or reputational harm to the Plaintiffs by forcing the Plaintiffs to cancel the Event. The Defendants knew that if the Plaintiffs could not pay the Unwarranted Costs, the Event would be cancelled, as this was the ultimatum they imposed on the Plaintiffs.

Inducement of Breach of Contract

67. The Defendants were aware of the existence of the Agreement, and its specific terms, which was a valid and enforceable contract between Rebel News and the Warehouse.

68. The Defendants knew that there was no way for them to lawfully prevent the Event from proceeding. Nonetheless, they sought to, and did, interfere with the contractual relationship between Rebel News and the Warehouse, successfully pressuring the venue to impose the Unwarranted Costs on the Plaintiffs, contrary to the Agreement. These actions constitute unlawful inducement of breach of contract, for which the Plaintiffs have suffered damages as a result of paying for expenses well-above the contracted rate set out in the Agreement.

Intentional Interference with Economic Relations

69. The Defendants are liable to the Plaintiffs for intentional interference with economic relations:

- (a) the Defendants' conduct was unlawful in that it breached the Plaintiffs' *Charter* rights, amounted to misfeasance of public office, breach of fiduciary duty, and negligence;
- (b) the Defendants' actions caused economic harm to the Plaintiffs; and
- (c) the Defendants' actions were intentional in that they knew the actions would cause harm to the Plaintiffs.

70. The Defendants intended to cause financial harm to the Plaintiffs when they demanded that the Warehouse breach the Agreement by requiring the Plaintiffs to pay the Unwarranted Costs. As a result of these demands, the Plaintiffs were forced to, and did, pay an additional \$37,177.80.

Charter Damages

71. The Defendants' conduct breached the Plaintiffs' rights protected by Section 2(b) of the *Charter*. The Plaintiffs are correspondingly entitled to a compensatory remedy under Section 24(1) of the *Charter*.

72. An award of damages under Section 24(1) of the *Charter* would affirm the Plaintiffs' *Charter* rights and the rights of all those protected by the *Charter*.

Punitive and Exemplary Damages

73. Through their knowingly unlawful actions, the Defendants deliberately and callously sought to deprive the Plaintiffs of their protected rights of expression and freedom to contract to facilitate that expression.

74. The Defendants acted in bad faith by imposing the Unwarranted Costs on the Plaintiffs to block the Event from proceeding.

75. The Defendants' conduct warrants the Court's condemnation through a significant award of punitive and/or exemplary damages, both as an expression of the Court's reprimand and to discourage similar conduct.

76. The Plaintiffs plead and rely on the provisions of the:

- (a) *Canadian Charter of Rights and Freedoms*, s 2 and 24, Part I of the *Constitution Act, 1982*, being Schedule B to the *Canada Act 1982 (UK), 1982, c 11*;
- (b) *Rules of Civil Procedure*, R.S.O. 1990, c. N.1, as amended;
- (c) *Federal Courts Act*, R.S.C., 1985, c. F-7, as amended;
- (d) *Courts of Justice Act*, R.S.O. 1990, c. C. 43, as amended;
- (e) *Crown Liability and Proceedings Act*, R.S.C., 1985, c. C-50, as amended; and
- (f) *Negligence Act*, R.S.O. 1990, Chapter N.1, as amended.

77. The Plaintiffs propose that this action be tried in the City of Toronto.

(Date of issue)

7 APRIL 2025

TORKIN MANES LLP

Barristers & Solicitors
151 Yonge Street, Suite 1500
Toronto ON M5C 2W7

Matthew P. Maurer (54068L)

mmaurer@torkinmanes.com
Tel: 416-777-5452

Niklas Holmberg (63696G)

nholmberg@torkin.com
Tel: 416-777-5365

Lexie Cooper (90349T)

acooper@torkinmanes.com
Tel: 647-254-3344

Lawyers for the Plaintiffs.
Ezra Levant, Rebel News Network Ltd., and
Rumble Canada Inc.

RCP-E 14A (June 9, 2014)

EZRA LEVANT et al.
Plaintiffs

-and- YA'ARA SAKS et al.
Defendants

CV-25-00740Sb8-0000

Court File No.

ONTARIO
SUPERIOR COURT OF JUSTICE
PROCEEDING COMMENCED AT
TORONTO

STATEMENT OF CLAIM

TORKIN MANES LLP
Barristers & Solicitors
151 Yonge Street, Suite 1500
Toronto ON M5C 2W7

Matthew P. Maurer (54068L)
mmaurer@torkinmanes.com
Tel: 416-777-5452

Niklas Holmberg (63696G)
nholmberg@torkin.com
Tel: 416-777-5365

Lexie Cooper (90349T)
acooper@torkinmanes.com
Tel: 647-254-3344

Lawyers for the Plaintiffs, Ezra Levant, Rebel News Network
Ltd., and Rumble Canada Inc.

Email for party served: N/A

RCP-F 4C (September 1, 2020)