



COURT FILE NUMBER 1908 23172

COURT COURT OF QUEEN'S BENCH OF ALBERTA

JUDICIAL CENTRE EDMONTON

PLAINTIFF REBEL NEWS NETWORK LTD. and EZRA LEVANT

DEFENDANT HISTORIC PRINCESS THEATRES INC., MAKHAN BRAR, NANCY LOVELL, CRAWFORD JOHNSON, JIM STORRIE, JESSICA LITTLEWOOD, RICH CAIRNEY, MAT WALTON, JOHN DOE 1, JOHN DOE 2, JOHN DOE 3, and JOHN DOE 4.

DOCUMENT **STATEMENT OF CLAIM**

ADDRESS FOR SERVICE AND CONTACT INFORMATION OF PARTY FILING THIS DOCUMENT  
Attention: Nicholas Trofimuk  
Reynolds Mirth Richards & Farmer LLP  
3200 Manulife Place  
10180 - 101 Street  
Edmonton, AB T5J 3W8  
Telephone: (780) 425-9510  
Fax: (780) 429-3044  
File No: 114261-005-NJWT

**NOTICE TO DEFENDANTS**

You are being sued. You are a defendant.  
Go to the end of this document to see what you can do and when you must do it.

**Statement of facts relied on:**

1. The Plaintiff, Rebel News Network Ltd., also known as Rebel Media ("Rebel News"), is a corporation registered in the Province of Ontario and carrying on business across Canada. Rebel News is a well-known Canadian online news and commentary network

with an audience of several million nationwide and a reputation of having a conservative viewpoint.

2. The Plaintiff, Ezra Levant, is an individual residing in the Province of Ontario, and is the founder and principal owner of Rebel News.
3. The Defendant, Makhan Brar, also known as Mike Brar, is an individual residing in the Province of Alberta.
4. The Defendant, Historic Princess Theatres Inc., is a corporation registered in and carrying on business in Alberta. Makhan Brar is an owner and manager of Historic Princess Theatres Inc. (collectively, the "Princess").
5. The Defendant, Nancy Lovell, is an individual residing in the Province of Alberta.
6. The Defendant, Crawford Johnson, is an individual residing in the Province of Ontario.
7. The Defendant, Jim Storrie, is an individual residing in the Province of Alberta.
8. The Defendant, Jessica Littlewood, is an individual residing in the Province of Alberta.
9. The Defendant, Rich Cairney, is an individual residing in the Province of Alberta.
10. The Defendant, Mat Walton, is an individual residing in the Province of Alberta.
11. The Defendants, John Doe 1 and John Doe 2, are individuals who contacted the Princess in or about October 2019.
12. The Defendants, John Doe 3 and John Doe 4 (collectively, the "Staff"), are individuals residing in the Province of Alberta, and at all material times relevant to this action were employed by the Princess and had an obligation to perform their duties with the utmost of good faith.

#### **Breach of Contract**

13. On or about 27 September 2019, the Princess entered a Contract with Rebel News and Ezra Levant (collectively, the "Plaintiffs") to host a book signing from 4:30 – 7:00 pm on 10 October 2019 at the Princess's Edmonton location and 15 October 2019 at the Princess's Calgary location, for \$1,155.00 (the "Contract"). The \$1,155.00 was paid on 1 October 2019.
14. The Plaintiffs expressly noted that they sometimes have protests of their events and asked the Princess to confirm that this would not affect the performance of the Contract. The Princess confirmed that this would not be an issue, that they had played many movies in the past despite protests, that they had never cancelled an event due to protests, and that they would not cancel the Contract due to protests. It was

accordingly a term of the Contract that the Contract would not be rescinded, cancelled, frustrated, or terminated, as a result of any complaints or protests.

15. On or about 8 October 2019, the Princess contacted the Plaintiffs to inform them that its Edmonton staff were refusing to work and were threatening to quit if the Contract went ahead. The Princess requested that the Contract be cancelled for the Edmonton date only. The Princess confirmed that the Calgary date would still go ahead.
16. On the same day, the Plaintiffs informed the Princess that they intended to proceed with the Contract, that they did not require the staff present, and that they had hired private security to deal with any potential protestor issues. The Plaintiffs also asked for the opportunity to communicate with the Princess staff in advance, to allay any concerns about the character of the proposed event. The Plaintiffs also reminded the Princess that they had successfully hosted Rebel News events in recent years, to sold-out crowds, with no negative ramifications.
17. Notwithstanding the above, the Princess breached the Contract by refusing to host the book signing at the Edmonton location, and the Plaintiffs suffered damages as a result.
18. On 15 October 2019, the Plaintiffs contacted the Princess to confirm that the Calgary book signing would still proceed as agreed that day. The Princess responded to the Plaintiffs and advised that it would not open the doors or allow the book signing to proceed at the Calgary location that day.
19. Accordingly, the Princess further breached the Contract by refusing to host the book signing at the Calgary location, and the Plaintiffs suffered further damages as a result.

#### Defamation - Lovell

20. On or about 9 October 2019, Nancy Lovell defamed the Plaintiffs by posting on Twitter, which is available to the public at large, the following series of tweets (the "Lovell Publication"):

Hello Princess Theatre (Edmonton),

I'm writing to express my horror and disgust that you'd agree to host the Rebel Media and Ezra Levant private book launch tomorrow.

Rebel Media and Ezra Levant espouse and promote xenophobia and racism; 1/4

their rhetoric is aligned with neo-Nazism and far-right facism and I stand against them.

If you host their book launch I'll never patronize the Princess Theatre again. So much for living in Edmonton and attending the Princess Theatre regularly for 30 years... 2/4

You no doubt feel justified because, after all, funding for the arts in its various forms is hard to come by these days. But you may find your revenues drying up too. I'm only

one patron, but I'm sharing my decision with my friends and followers on facebook and twitter. 3/4

Please do the right thing and rescind your support for these hate-mongers. 4/4

Nancy Lovell

and

Huzzah! @princessonwhyte has cancelled the book launch of the white-supremacist Ezra Levant of Rebel Media!!

21. The Lovell Publication contains false information and is defamatory of the Plaintiffs. The publication states or implies that:
  - i. The Plaintiffs support and promote xenophobia – hatred or prejudice against people from other countries.
  - ii. The Plaintiffs support and promote fascism – authoritarian ultra-nationalism characterized by dictatorial power and forcible suppression of opposition.
  - iii. The Plaintiffs support and promote racism – hatred or prejudice directed against someone of a different race.
  - iv. The Plaintiffs support and promote Nazi ideals, including ultra-nationalism, racism, xenophobia, and anti-Semitism.
  - v. The Plaintiffs support and promote the practice of stirring up hostility and prejudice against minorities.
  - vi. The Plaintiffs believe, and support and promote the belief, that the white race is inherently superior to other races and that white people should have control over people of other races.
22. The Lovell Publication described both Plaintiffs by name, and thereby clearly and unambiguously identified the Plaintiffs to the recipients of the communications.
23. The information in the Lovell Publication was published by Nancy Lovell to the public at large, including various individuals other than the Plaintiffs in the Plaintiffs' communities.
24. Nancy Lovell made the Lovell Publication maliciously, with an improper purpose, and with the intent to harm the Plaintiffs' reputations. Specifically, the communications were part of an attempt to destroy the Plaintiffs' personal and professional reputations, to cause the Plaintiffs to be negatively viewed by the public, to cause the Plaintiffs to be negatively viewed and shunned by members of the Plaintiffs' communities, and to cause the Princess to terminate its business relations with the Plaintiffs.

25. As a result of the defamation set out above, the Plaintiffs have suffered, and continue to suffer, significant damage to their personal, professional, and business reputations. The accusation of Nazism is particularly harmful to Ezra Levant, who is an active member of the Jewish community and works in anti-racist campaigns, including Holocaust education.

### The Template

26. On or about 8 October 2019, John Doe 1 created a Google Doc (the “Template”) which was made publicly available at:

<https://docs.google.com/document/d/12uwtJrpxL4hZ7hD2uXHrM0mozlCHUh-GUSdbDjX5B4/edit>

and which included the following template letter:

To the Owners of the Princess Theatre,

As a longtime patron of the Princess, I am writing today to ask you to cancel the Ezra Levant book event you are hosting at your venue on Thursday, October 10.

As you should be aware, Ezra Levant is a controversial and divisive figure in Canadian media. He is the founder of The Rebel Media, an outlet widely associated with far-right and alt-right rhetoric. Rebel Media’s contributors have included people like Faith Goldy (an alt-right white nationalist banned from Facebook in April for hate speech) and Gavin McInnes (founder of the neo-fascist organization Proud Boys). The opinions (and disinformation) spread by these people and others at Rebel Media are symptomatic of the rise of white nationalism, fascism, racism and hate speech and crimes in Canada. No reputable institution should want to be associated in any way with Ezra Levant or Rebel Media (indeed, in 2017, the City of Edmonton pulled ads run on The Rebel website).

[Adapt this paragraph to underline your personal connection to the Princess Theatre] I have been a patron of the Princess Theatre for [number of years / as long I have lived in Edmonton / etc.]. The theatre is a historic institution in this city, and it is my first choice venue for watching a film. I have gone on dates at the Princess, taken family to see movies, and even on occasion enjoyed a movie all by myself when I had a free evening. My favourite memory was seeing [movie - and why it was your favourite]. The Princess is a special place for me.

I appreciate that venues like the Princess rely on event bookings to make ends meet. I also appreciate that you likely have a contract with Mr. Levant (a notoriously litigious man). However, I must be clear: if the Princess Theatre is a place for far-right hatemongers like Levant and his Rebel Media colleagues (as well as the patrons this event will undoubtedly attract), it is not a safe place for me, and I will not be able to attend any films in the future.

Respectfully,

[Your Name]

[Your Contact Info]

27. The Template was created, circulated, and used for the express purpose of sending to the Princess in Order to convince them to cancel the Contract, and included express instructions for how to use the Template, including how to email it to the Princess.
28. On or about 9 October 2019, John Doe 1 and John Doe 2, or one or more of them, defamed the Plaintiffs by sending the Template to the Princess via email to [princessstheatre11@gmail.com](mailto:princessstheatre11@gmail.com).
29. The Template contains false information and is defamatory of the Plaintiffs. The publication states or implies that:
  - i. The Plaintiffs espouse and promote white nationalism – the belief that white people should maintain a separate racial and national identity;
  - ii. The Plaintiffs espouse and promote fascism – authoritarian ultra-nationalism characterized by dictatorial power and forcible suppression of opposition.
  - iii. The Plaintiffs espouse and promote racism – hatred or prejudice directed against someone of a different race.
  - iv. The Plaintiffs espouse and promote hate speech and hate crimes – hostility and prejudice against minority groups, and violent crimes motivated by prejudice on the basis of race, religion, sexual orientation, or similar grounds.
30. The Template described both Plaintiffs by name, and thereby clearly and unambiguously identified the Plaintiffs to the recipients of the communications.
31. The information in the Template was published by John Doe 1 and John Doe 2 to the Princess, and to the public at large, including various individuals other than the Plaintiffs in the Plaintiffs' communities.
32. John Doe 1 and John Doe 2 published the Template maliciously, with an improper purpose, and with the intent to harm the Plaintiffs' reputations. Specifically, the communications were part of an attempt to destroy the Plaintiffs' personal and professional reputations, to cause the Plaintiffs to be negatively viewed and shunned by members of the Plaintiffs' communities, and to cause the Princess to terminate its business relations with the Plaintiffs.
33. As a result of the defamation set out above, the Plaintiffs have suffered, and continue to suffer, significant damage to their personal, professional, and business reputation.

#### **Inducing Breach of Contract**

34. Nancy Lovell, Crawford Johnson, Jim Storrie, Jessica Littlewood, Rich Cairney, Mat Walton, John Doe 1 and John Doe 2, and the Staff (collectively, the "Inducing Defendants") knew of the Contract.

35. In or about October 2019, the Inducing Defendants contacted the Princess by various methods including phone, email, Twitter, and in person, and demanded that the Princess terminate the Contract.
36. In many cases these demands were accompanied by threats that if the Princess did not terminate the Contract, the Inducing Defendants, or one or more of them, would (a) refuse to patronize the Princess in future, (b) share negative publicity about the Princess, and (c) in the case of the Staff, refuse to work on the date of the book signing, or quit their employment at the Princess entirely.
37. By their statements, representations and threats, the Inducing Defendants induced and intended to induce the Princess to breach and repudiate the Contract.
38. The Inducing Defendants acted without justification.

#### **Conspiracy**

39. Through the statements, representations and threats of the Inducing Defendants and through the attempts of the Inducing Defendants to cause the Princess to breach and repudiate the Contract, the Inducing Defendants acted together, in concert and in combination.
40. In acting together, in concert and in combination, the Inducing Defendants intended to injure the Plaintiffs. In the alternative, the conduct of the Inducing Defendants was unlawful and was directed towards the Plaintiffs.

#### **Unlawful Interference with Economic Relations**

41. Through the statements, representations and threats of the Inducing Defendants, the Inducing Defendants intended to injure the Plaintiffs' economic interests.
42. The Inducing Defendants acted through illegal or unlawful means, including by (a) inducing breach of contract, (b) conspiracy, (c) breach of contract or anticipatory breach of contract, and (d) breach of the duty of good faith in the employment context.
43. The Plaintiffs suffered damages as a result.

#### **Loss and Damages**

44. As a result of the breaches, wrongful acts, and unlawful acts of the Defendants, the Plaintiffs have suffered the following losses and damages, including reliance damages:
  - i. Venue costs in the amount of \$1,155.00.
  - ii. Venue relocation costs of \$460.00.

- iii. Flight costs in the amount of \$2,250.00.
- iv. Staff costs in the amount of \$2,653.24.
- v. Security costs in the amount of \$974.63.
- vi. Lost book and merchandise sales in the amount of \$10,000.00.
- vii. Damages to reputation in an amount to be determined at trial.

#### **Aggravating Factors**

45. The actions of the Inducing Defendants were egregious, high-handed, and intended to cause harm and injury of the Plaintiffs.
46. The Lovell Publication, the Template, and the communications of the Inducing Defendants were unprovoked and politically motivated and were designed to suppress and silence the Plaintiffs' constitutionally guaranteed rights to freedom of expression.
47. Members of Canadian society must be able to hold and freely express views from a variety of ends of the political spectrum. That right should not be denied, through interference with their business relations, because others hold differing views. The attempt to silence the Plaintiffs because of their differing political beliefs has the potential to cause a chilling effect on freedom of expression, including freedom of the press and other media of communication, and is a highly aggravating factor.
48. A free and democratic society also benefits from being exposed to variety of views from different ends of the political spectrum, with different ideas examined and challenged through transparent public discourse. De-platforming threatens to subvert this process, by censoring society from exposure to views which differ from those held by the de-platformers. This attempt to subvert the free exchange of ideas in society, particularly when carried out by threats against hosting venues, is a highly aggravating factor.
49. These factors warrant significant aggravating and punitive damages in order to denounce and deter such conduct.

#### **Remedy sought:**

50. Damages against the Princess for breach of contract in the amount of \$50,000.00.
51. Damages against the Inducing Defendants for inducing breach of contract, conspiracy, and/or interference with economic relations, in the amount of \$50,000.00.
52. Damages against Nancy Lovell, John Doe 1, and John Doe 2, for defamation in the amount of \$50,000.00.



53. An order enjoining Nancy Lovell, John Doe 1, and John Doe 2, from further publishing the defamatory comments set out above.
54. Aggravated and Punitive damages against the Inducing Defendants in the amount of \$100,000.00.
55. Interest pursuant to the *Judgment Interest Act* RSA 2000, c J-1.
56. Costs on a "full indemnity" basis.
57. Such further and other relief as this honourable Court deems appropriate.

**NOTICE TO THE DEFENDANT(S)**

You only have a short time to do something to defend yourself against this claim:

- 20 days if you are served in Alberta
- 1 month if you are served outside Alberta but in Canada
- 2 months if you are served outside Canada.

You can respond by filing a statement of defence or a demand for notice in the office of the clerk of the Court of Queen's Bench at Edmonton, Alberta, AND serving your statement of defence or a demand for notice on the plaintiff(s) address for service.

**WARNING**

If you do not file and serve a statement of defence or a demand for notice within your time period, you risk losing the law suit automatically. If you do not file, or do not serve, or are late in doing either of these things, a court may give a judgment to the plaintiff(s) against you.