

**CITATION:** Longarini v. Rankin et al., 2025 ONSC 2968  
**COURT FILE NO.:** CV-24-47  
**DATE:** 2025-05-30

**ONTARIO**

**SUPERIOR COURT OF JUSTICE**

<b>BETWEEN:</b>	)	
	)	
TIFFANY LONGARINI	)	Tiffany Longarini, self-represented, for the
	)	Plaintiff
	)	
Plaintiff	)	
	)	
– and –	)	
	)	
EVAN RANKIN of Singleton Urquhart	)	Liz McLellan, for the Defendant, Lauren
Reynolds Vogel LLP, MATHEW	)	Wilhelm
MARSHALL AND THOMAS DAVID	)	
MARSHALL of Marshall Law Group and	)	Evan Rankin, for the Defendants, Evan
LAUREN WILHELM of Dean D. Paquette	)	Rankin, Matthew Marshall, and Thomas
Professional Corporation	)	David Marshall
	)	
Defendants	)	
	)	
	)	
	)	<b>HEARD:</b> May 16, 2025

**M. BORDIN J.**

**Overview**

- [1] The self-represented plaintiff sues four lawyers for breach of confidence arising out of the disclosure of a July 26, 2024, email containing a settlement proposal (the “settlement email”).
- [2] The plaintiff is a 50 percent shareholder in 2669200 Ontario Inc. The other shareholder is Jack Huitema (“Huitema”). Both were directors of the corporation. Huitema commenced an oppression remedy application against the plaintiff. He also commenced a defamation action against the plaintiff. Two of the defendant lawyers, T. David Marshall, and Matthew Marshall (together the “Marshalls”) represent Huitema in the ongoing oppression remedy application and the defamation action.
- [3] A third lawyer, Evan Rankin (“Rankin”), represented the Marshalls in a motion to remove the Marshalls as Huitema’s lawyers in the oppression application.

- [4] After the commencement of the oppression application and the defamation action, three charges of sexual assault were laid against Huitema arising out of complaints made by the plaintiff. The fourth lawyer, Lauren Wilhelm (“Wilhelm”), represented Huitema on those sexual assault charges.
- [5] The settlement email was disclosed to the Crown prosecuting the sexual assault charges. The Crown withdrew the charges in part based on the settlement email. The plaintiff asserts that this caused her damages.
- [6] The four lawyers have together brought a motion under r. [21.01\(1\)\(b\)](#) of the *Rules of Civil Procedure*, [R.R.O. 1990, Reg. 194](#) to strike out the statement of claim without leave to amend on the grounds that the claim discloses no reasonable cause of action.

**Rule 21.01(1)(b)**

- [7] The court may strike out a pleading under r. [21.01\(1\)\(b\)](#) on the ground that it discloses no reasonable cause of action. A claim will only be struck if it is plain and obvious, assuming the facts pleaded to be true, that the pleading discloses no reasonable cause of action: *R. v. Imperial Tobacco Canada Ltd.*, [2011 SCC 42](#), [2011] 3 S.C.R. 45, at para. [17](#). Where a reasonable prospect of success exists, the matter should be allowed to proceed to trial: *Imperial Tobacco*, at para. [17](#).
- [8] No evidence is admissible on the motion to strike: *Imperial Tobacco*, at para. [22](#). A defendant who resorts to r. [21.01\(1\)\(b\)](#) must take the plaintiff's pleaded claim at its provable highest: *The Catalyst Capital Group Inc. v. Dundee Kilmer Developments Limited Partnership*, [2020 ONCA 272](#), 150 O.R. (3d) 449, at para. [45](#). The facts pleaded are assumed to be true unless they are manifestly incapable of being proven or are patently ridiculous: *Imperial Tobacco*, at para. [22](#). Bald conclusory statements of fact and allegations of legal conclusions unsupported by material facts are not assumed to be true: *Darmar Farms Inc. v. Syngenta Canada Inc.*, [2019 ONCA 789](#), 148 O.R. (3d) 115, at para. [11](#), leave to appeal refused, [2020 CanLII 97857 \(SCC\)](#), citing *Das v. George Weston Limited.*, [2018 ONCA 1053](#), at para. [74](#), leave to appeal refused, [2019 CanLII 73201 \(SCC\)](#).
- [9] A r. [21.01\(1\)\(b\)](#) motion focuses on the legal sufficiency of a plaintiff's pleading, in the sense of determining whether the plaintiff has pleaded the material facts necessary to support a cause of action recognized by the law: *Catalyst*, at para. [39](#). The court must read the plaintiff's pleading generously, making allowances for drafting deficiencies and erring on the side of permitting an arguable claim to proceed to trial: *Catalyst*, at para. [46](#). Rule [21.01\(1\)\(b\)](#) imposes a very high burden on the moving defendant to prove that the pleading does not disclose a reasonable cause of action: *Catalyst*, at para [47](#).
- [10] The approach taken by the court must be generous and err on the side of permitting a novel but arguable claim to proceed to trial: *Imperial Tobacco*, at para. [21](#). If the claim has some chance of success, it must be permitted to proceed; the threshold for sustaining a pleading is

not high: *Trillium Power Wind Corporation v. Ontario (Natural Resources)*, [2013 ONCA 683](#), 117 O.R. (3d) 721, at para. [30](#); *MacKinnon v. Ontario Municipal Employees Retirement Board*, [2007 ONCA 874](#), 88 O.R. (3d) 269, at para. [20](#).

**The facts pleaded in the statement of claim**

- [11] If a document is incorporated by reference into the statement of claim and forms an integral part of the factual matrix of that pleading, it may properly be considered as forming part of the pleading and a judge may refer to it on a motion to strike: *McCreight v Canada (Attorney General)*, [2013 ONCA 483](#), at para. [32](#).
- [12] The statement of claim refers to part of the settlement email as well as part of two emails from Crown counsel dated November 4, 2024. All three emails are an integral part of the factual matrix of the statement of claim. The three emails are incorporated by reference into the pleading.
- [13] In reading the statement of claim, I am mindful of the fact that the plaintiff is self-represented and does not have the training and experience of a lawyer. Having said that, as the judge case managing several actions in which the plaintiff is involved, she has proven herself capable of filing lengthy written materials with reference to legal authorities. The materials before me are no exception. Regardless of representation, the law is applied in an even-handed way to all.
- [14] Taking the statement of claim at its “provable highest” and reading it generously while making allowances for drafting deficiencies, the facts in the statement of claim supplemented by the three emails are as follows.
- [15] In July 2023, the plaintiff filed a criminal complaint of sexual assault against Huitema. Huitema was arrested and charged with three counts of sexual assault in September 2023. On July 26, 2024, the plaintiff sent the settlement email to Rankin. The settlement email contained an offer to settle the litigation with Huitema, including the motion to disqualify the Marshalls. Rankin could disclose the settlement email to the Marshalls and Huitema. Rankin and/or the Marshalls disclosed it to Wilhelm. Wilhelm ought to have known she was in receipt of a document that was subject to settlement privilege.
- [16] Wilhelm disclosed the email to Crown counsel as a part of a package of documents. This was done without the plaintiff’s permission. Crown Counsel used the information he received to determine that there was no reasonable prospect of conviction and withdrew the sexual assault charges against Huitema. The settlement email was a significant factor in the Crown’s decision.
- [17] The plaintiff pleads that the disclosure of the settlement email caused her prejudice and was a significant factor in depriving her of access to justice, after waiting two years for her day in court, which has had a profoundly damaging effect on her mental health and her disability. It is pleaded that the withdrawal of the sexual assault charges could affect the plaintiff’s

negotiating position in future settlements and has caused damage to her reputation and standing.

- [18] In her claim, the plaintiff also seeks an order preventing the defendants from disseminating the settlement email and prohibiting the defendants and/or Huitema (who is not a party to the action) from benefiting from “their unclean hands, by using the withdrawal of the criminal charges as leverage to prejudice the moving party in future litigative proceedings”.

### **Breach of confidence**

- [19] The plaintiff’s claim is framed as a breach of confidence.

- [20] As established in *Lac Minerals Ltd. v. International Corona Resources Ltd.*, [\[1989\] 2 S.C.R. 574](#), and *CTT Pharmaceutical Holdings, Inc. v Rapid Dose Therapeutics Inc.*, [2019 ONCA 1018](#), at paras. [31-32](#), to make out a breach of confidence, three conjunctive elements must be proven:

- a. The information conveyed was confidential;
- b. It was communicated in confidence; and
- c. It was misused by the party to whom it was communicated to the detriment of the confider.

- [21] The plaintiff must prove detriment to establish liability: *CTT*, at para. [32](#); *The Catalyst Capital Group Inc. v. VimpelCom Ltd.*, [2019 ONCA 354](#), 145 O.R. (3d) 759, at para. [41](#), leave to appeal ref’d, [2019 CanLII 106999 \(SCC\)](#). The concept of detriment is tied not only to financial loss but is afforded a broad definition including emotional or psychological distress, loss of bargaining advantage, and loss of potential profits: *CTT*, at para. [32](#).

- [22] I will analyze each element in turn to determine whether the statement of claim discloses a reasonable cause of action. I will address the first two elements together.

### **The information is not confidential and was not conveyed in confidence**

- [23] The information in issue is the settlement email. If the settlement email was, in whole or in part, protected by settlement privilege then that will satisfy the first two elements of breach of confidence. Therefore, the first question to be determined is whether the settlement email was protected by settlement privilege.

### ***The settlement email was not protected by settlement privilege***

- [24] The parties are in agreement that the settlement email contained information subject to settlement privilege. The plaintiff’s position is that the entire email was subject to settlement privilege. Rankin and the Marshalls’ position is that only two paragraphs of the email were

subject to settlement privilege. Wilhelm's position is that only one paragraph was subject to settlement privilege. I agree with Wilhelm, only the paragraph that begins "Under Rule 49" and that sets out the terms of the offer to settle could be subject to settlement privilege.

- [25] In any event, as I will explain, it is my view that although the email contains content that could have been subject to settlement privilege, given its content and the circumstances of its use, it was not protected by settlement privilege.
- [26] The Supreme Court of Canada in *Sable Offshore Energy Inc. v. Ameron International Corp.*, [2013 SCC 37](#), [2013] 2 S.C.R. 623, canvassed the nature and scope of settlement privilege. Settlement privilege is a class privilege. Settlement negotiations have long been protected by the common law rule that "without prejudice" communications made during such negotiations are inadmissible: *Sable*, at para. [13](#). Both successful negotiations and ones that do not yield a settlement are protected: *Sable*, at para [17](#).
- [27] Negotiations undertaken with the purpose of settling the action are inadmissible: *Sable*, at para. [14](#). In *Sable*, at para. [13](#), the Supreme Court cited with approval Oliver L.J. of the English Court of Appeal who explained in *Cutts v. Head*, [1984] 1 All E.R. 597, at p. 605, that:
- . . . parties should be encouraged so far as possible to settle their disputes without resort to litigation and should not be discouraged by the knowledge that anything that is said in the course of such negotiations . . . may be used to their prejudice in the course of the proceedings. [Emphasis added]
- [28] Settlement privilege enables parties to participate in settlement negotiations without fear that information they disclose will be used against them in litigation: see *Union Carbide Canada Inc. v. Bombardier Inc.*, [2014 SCC 35](#), [2014] 1 S.C.R. 800, at para. [31](#) [Emphasis added.]
- [29] The Supreme Court in *Sable* also cited *Middelkamp v. Fraser Valley Real Estate Board*, [1992 CanLII 4039 \(BC CA\)](#), which includes, at para. [20](#), the statement that "this privilege protects documents and communications created for such purposes both from production to other parties to the negotiations and to strangers, and extends as well to admissibility."
- [30] What is not clear from *Sable* and *Union Carbide* is whether settlement privilege extends to disclosure for purposes other than the litigation in which the settlement proposals or negotiations took place.
- [31] In *A. (L.L.) v. B. (A.)*, [\[1995\] 4 S.C.R. 536](#), at para. [39](#), the Supreme Court held that a class privilege entails a prima facie presumption that such communications are inadmissible or not subject to disclosure in criminal or civil proceedings. The onus lies on the party seeking disclosure of the information to show that an overriding interest commands disclosure.
- [32] In *R. v. Nestlé Canada Inc.*, [2015 ONSC 810](#), at para. [44](#), Nordheimer J. held that all class privileges are not created equal. Solicitor/client privilege and informer privilege occupy a

position in the hierarchy of class privileges that is considerably elevated over that occupied by settlement privilege. Both solicitor/client privilege and informer privilege are described in terms of the privileges being essentially absolute and subject only to the very narrow "innocence at stake" exception, which is very difficult to establish: see *Nestlé*, at para. [45](#). On the other hand, settlement privilege has numerous exceptions: see *Nestlé*, at para. [46](#).

- [33] The application of the settlement privilege rule depends very much on the use to be made of the privileged communication. If the use of the information will not cause prejudice or risk to the party whose information it is, then the rationale for the privilege tends to disappear: see *Nestlé*, at para. [47](#). As noted by Nordheimer J. in para. [47](#), this point was aptly put by Paciocco J.A. and Lee Stuesser in *The Law of Evidence*, 6th ed. (Toronto: Irwin Law, 2011), at p. 251:

On the other hand, where the communication sought is not to be used against its maker and there is little or no prejudice, then the compelling public policy purpose underlying the rule is not triggered and courts are more inclined to override the privilege.

- [34] The facts pleaded are that the settlement email was used in the criminal prosecution against Huitema, not that it was used against the plaintiff in the civil litigation to which the plaintiff was a party. It was not used to put the plaintiff at risk or to prejudice her. In my view, the fact that the settlement email could be used in cross-examination of the plaintiff at Huitema's criminal trial does not mean that it was used against her: see *R. v. Bernardo*, [1994] O.J. No. 1718 (Gen. Div.), and *Nestlé*, at para. [54](#).
- [35] The defendants assert that no settlement privilege applies to egregious threats, blackmail, or unambiguous impropriety: see *Monument Mining Ltd. v. Balendran Chong & Bodi*, [2012 BCSC 389](#), at paras. [22-26](#); and *Augier v. Vis*, [2011 ONSC 4583](#), at para. [15](#). For the communication to be exempt from settlement privilege, the threat must be of such a character that the public interest in its disclosure outweighs the public interest in protecting settlement communications: see *Augier*, at para. [15](#). The defendants assert that the settlement email satisfies this requirement. I agree. As in *Monument Mining* and *Augier* the settlement email contains egregious threats and unambiguous impropriety. Some examples will suffice.
- [36] While it is true that simply threatening the commencement of litigation is, in and of itself, not improper, the settlement email goes beyond that.
- [37] In the settlement email, the plaintiff writes that she will amend her cross-application in the oppression application to include the Marshalls. The Marshalls were retained to represent Huitema in the oppression application. There is no factual basis pleaded or set out in the settlement email to add them to an oppression application. Further, the plaintiff states she will be adding the Marshalls to her application with the Human Rights Tribunal of Ontario for sexual harassment, discrimination, and reprisal in which she is seeking \$2.1 million in damages and aggravated damages. There is no suggestion anywhere that the Marshalls engaged in sexual harassment or discrimination against the plaintiff.

- [38] The plaintiff further writes that she will be requiring that Rankin's clients (i.e. the Marshalls) spend "some time in jail for their perjury and contempt of court". She then states that she is going to give "your client" (Rankin's clients are the Marshalls) "one opportunity to settle these matters". She sets out the terms of her offer to settle which includes a payment of \$2.3 million in exchange for which she states she "will drop ALL the legal matters in their entirety, including the HRTTO application, criminal charges and provide a full and final release to all the parties".
- [39] I pause to note that in my view, offering to settle for millions of dollars in exchange for withdrawing criminal charges constitutes unambiguous impropriety. It may be that the plaintiff intended to say that it was Huitema who had to pay the money, but the payment of the money is clearly tied to the withdrawal of the spurious allegations against the Marshalls. After setting out the offer, the plaintiff writes that if the offer is not accepted she will make an example of Rankin and the Marshalls.
- [40] The plaintiff submits that the settlement email does not contain egregious threats. She acknowledges the tone is "not great" but submits that this is not enough to deny settlement privilege to the settlement email. She also submits that the settlement email contains a legitimate offer and was reasonable.
- [41] The plaintiff clearly uses the baseless threats against Rankin and the Marshalls in the settlement email, as well as the implied threat to continue with the allegations in the criminal proceedings against Huitema, to attempt to extract a significant amount of money from either the Marshalls or Huitema or both.
- [42] The plaintiff asserts that, as pleaded in her statement of claim, she was not referring to the sexual assault proceedings against Huitema when she offered to drop all the legal matters including the criminal charges. She says she was referring to the unauthorized removal of funds from the company by Huitema, and the subsequent criminal charges that would stem from a forensic audit of the company's financial accounts. I do not accept the plaintiff's submissions. Nor do I accept this as fact, although it is pleaded in the claim. It is also contradicted by the settlement email.
- [43] The settlement email is clearly referring to the sexual assault charges. Nowhere in the settlement email does the plaintiff refer to alleged criminal financial conduct. In addition to the excerpt referred to above, there are two more references in the settlement email that point to the sexual assault charges. The plaintiff writes that she is "fighting for all the victims of sexual violence and harassment" and that "[t]hese 'men' have used their knowledge of the vulnerabilities in the judicial system to effectively design a blueprint for silencing victims of sexual violence in the workplace". She refers to herself as "a victim of sexual violence" by her employer. These references all appear shortly before the paragraph containing the offer to settle.

- [44] Reading the settlement email in context and giving the words of the email their plain and ordinary meaning, it is abundantly clear that the plaintiff was offering to do something to drop the criminal sexual assault charges against Huitema in exchange for money.
- [45] For these reasons, I find that the settlement email was not protected by settlement privilege. Therefore, its disclosure to the Crown in the sexual assault proceedings cannot be a breach of settlement privilege. As a result, the plaintiff's claim does not disclose a cause of action for breach of confidence.
- [46] If I am mistaken, and the settlement email was subject to settlement privilege, the next question is whether the disclosure of the email was subject to an exception to settlement privilege.

***The settlement email is subject to an exception to settlement privilege***

- [47] To come within the exceptions to settlement privilege a defendant must show, on balance, that “a competing public interest outweighs the public interest in encouraging settlement”: *Sable*, at para. 19.
- [48] The defendants' position is that disclosure of the settlement email was an exception to settlement privilege because disclosure was required for Huitema to make full answer and defence. I agree.
- [49] In the context of informer privilege and disclosure, the Supreme Court of Canada in *R. v. Leipert*, [1997] 1 S.C.R. 281, at para. 24, held that “[t]o the extent that rules and privileges stand in the way of an innocent person establishing his or her innocence, they must yield to the *Charter* guarantee of a fair trial.”
- [50] In a criminal proceeding an accused has the right to make full answer and defence under s. 7 of the *Charter*: *R. v. Rose*, [1998] 3 S.C.R. 262, at para. 16; *Nestlé*, at para. 49. It is a fundamental principle of justice, protected by the *Charter*, that the innocent must not be convicted: *Leipert*, at para. 24.
- [51] The right to make full answer and defence is a very important public interest. It is a component of the right to a fair trial, which is constitutionally protected by s. 11(d) of the *Charter*. The right to make full answer and defence can override even the most important privileges: see *Nestlé*, at para. 72. An accused person's right to make full answer and defence must therefore trump the public interest in encouraging settlement: *Nestlé*, at para. 73. These conclusions are supported by *R. v. Lanthier*, [2008] O.J. No. 1239 (S.C.), as the court held that where evidence may assist the accused in making full answer and defence, this will trump the policy consideration on which settlement privilege is founded.
- [52] The settlement email was clearly relevant in the sexual assault charges to the plaintiff's credibility and motive. Its relevance is underscored by the email from the Crown attorney referencing the plaintiff's offer to settle the civil claims for money in exchange for which

the plaintiff would withdraw the criminal charges. The Crown attorney notes that “it is problematic when your criminal charges are viewed as a quid pro quo to a civil resolution offer”. The disclosure and use of the settlement email was necessary for Huitema to make full answer and defence.

- [53] The plaintiff raises several assertions in response to the defendants’ position. She relies on *R. v. Lee*, [2003 BCSC 2042](#), to support her position that the defendants must establish that disclosure of the email was necessary for Huitema to prove his innocence. *Lee* is not applicable to the matter before me; it is about the disclosure of the identities of informants and the need to infringe on solicitor/client privilege.
- [54] The plaintiff submits that there was nothing in the settlement email that could be used to prove Huitema’s innocence. This misses the point that the email goes to the plaintiff’s credibility, which is always a live issue in a sexual assault trial.
- [55] Further, the plaintiff submits that it was not necessary for Huitema to disclose the settlement email to secure his innocence, as the Crown also relied on other factors including information contained in the package of information provided by Huitema to the Crown. In particular, the Crown noted three other reasons why he concluded that there was no reasonable prospect of conviction. One of those reasons was that “In the various actions you are involved in, there were statements or evidence that you gave that touched on the criminal allegations which were not consistent. This is not unusual even for honest witnesses given item #1 above [the historic nature of the allegations], however it does affect the strength of the case and ordinarily would require some external corroboration, which was absent”.
- [56] In my view, this does not assist the plaintiff. Huitema could not know what information might assist the Crown in determining whether there was a reasonable prospect of conviction. Huitema was entitled to rely on all information at his disposal in seeking a withdrawal of the charges. He was not required to guess what might be enough. Further, in my view, the settlement email would have been admissible at trial to test the credibility of the plaintiff.
- [57] Wilhelm’s client Huitema was entitled to see the email. Wilhelm, as his lawyer, is his agent. The settlement email came into the possession of Wilhelm. Wilhelm had a fiduciary duty to her client, Huitema. Her fiduciary duty to him obligated her to use the settlement email to defend Huitema against the serious charges of sexual assault. She cannot be faulted for doing so. It was not a misuse of the email for her to do so.
- [58] While there is a *prima facie* presumption of inadmissibility of settlement privileged communications, exceptions will be found “when the justice of the case requires it”: *Sable*, at para. [12](#). This is such a case. The disclosure of the settlement email to the Crown was required by the justice of the case and falls within the full answer and defence exception.

[59] Rankin and the Marshalls also submit that the claim does not support a finding that they misused the settlement email. The settlement email was intended for them, and the Marshalls' client, Huitema. Further, as Wilhelm was Huitema's lawyer, it could not be improper for the email to have been disclosed to Huitema. I agree. It is not pleaded that Rankin or the Marshalls disclosed the settlement email to the Crown. It is clear from the pleading in the statement of claim that Wilhelm disclosed the settlement email to the Crown. Therefore, the statement of claim discloses no reasonable cause of action against Rankin and the Marshalls as there is no factual allegation that they misused the settlement email.

**There is no detriment to the plaintiff from the use of the email**

[60] The defendants raise additional grounds to support their position that the statement of claim discloses no reasonable cause of action against them, more specifically that the email was not misused to the detriment of the plaintiff.

[61] The defendants' principal position is that the withdrawal of criminal charges in which the plaintiff was a complainant cannot be to the detriment of the plaintiff. I agree. It is the Crown who determines whether to continue with or withdraw charges. Further, although complainants justly have increasing rights in prosecutions of sexual offences, sexual offences are not prosecuted for the benefit of the complainants. They are prosecuted on behalf of and for the benefit of society. A complainant has no "right" to a conviction against an accused charged with a sexual offence. Therefore, a complainant cannot be harmed, in the sense contemplated by breach of confidence, by a withdrawal of a charge by the Crown any more than by an acquittal of the accused.

[62] With respect to the plaintiff's argument that the charge may have been withdrawn even without disclosure of the settlement email, even if true, its disclosure does not give rise to any harm suffered by the plaintiff as pleaded in the statement of claim.

[63] Finally, the plaintiff's pleaded damages are speculative and bald conclusory statements of fact unsupported by material facts and are not assumed to be true.

**Claim discloses no reasonable cause of action**

[64] As a result, the claim against the defendants for breach of confidence has no prospect of success and is untenable as the settlement email was not protected by settlement privilege and was not misused to the plaintiff's detriment by the party to whom it was communicated.

**Leave to amend should not be granted**

[65] A pleading should not lightly be struck without leave to amend. Leave to amend should be denied only in the clearest of cases: *South Holly Holdings Limited v. The Toronto-Dominion Bank*, [2007 ONCA 456](#), at para. 6; *Tran v. University of Western Ontario*, [2015 ONCA 295](#), at para. 26. This is particularly so where the deficiencies in the pleading may be cured by an appropriate amendment: *South Holly Holdings*, at para. 6; *Tran*, at para. 27.

- [66] Leave to amend should only be refused where there is no reason to believe that the party's case could be improved by an amendment. If it is clear that the plaintiff cannot allege further facts that they know to be true to support the allegations in the pleading, leave to amend will not be granted: see *ACTRA Performers' Rights Society v Re: Sound*, [2023 ONSC 3533](#), at para. [88](#).
- [67] There is no prospect that the amended statement of claim can be further amended to make it viable. The plaintiff did not suggest any further facts that could be pleaded to make the claim viable. There are no facts that could be pleaded that can overcome the legal obstacles to the claim. Leave to amend is therefore denied.

**Disposition**

- [68] The plaintiff's claim is struck out without leave to amend.
- [69] If the parties cannot resolve the issue of costs, they may submit a bill of costs and make written submissions consisting of not more than two double-spaced pages, together with excerpts of any legal authorities and any relevant offers to settle. The defendants' submissions are to be served by no later than June 13, 2025; the plaintiff's, by no later than June 27, 2025. All submissions are to be filed with the court and uploaded to Case Centre, with a copy to the trial coordinator by end of day June 27, 2025. If no submissions or written consent to a reasonable extension are received by the court by June 27, 2025, the matter of costs will be deemed to have been settled.

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M. Bordin J.

**Released:** 2025-05-30

**CITATION:** Longarini v. Evan Rankin of Singleton Urquhart Reynolds Vogel LLP et al., 2025  
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**ONTARIO**

**SUPERIOR COURT OF JUSTICE**

**BETWEEN:**

TIFFANY LONGARINI

Plaintiff

**-and-**

EVAN RANKIN of Singleton Urquhart Reynolds Vogel  
LLP, MATHEW MARSHALL AND THOMAS DAVID  
MARSHALL of Marshall Law Group and LAUREN  
WILHELM of Dean D. Paquette Professional Corporation

Defendants

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**REASONS FOR JUDGMENT**

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Bordin, J.

**Released:** May 30, 2025