



[2] Ms. Hakim served her Statement of Claim on May 27, 2025 (“Claim”). While the Defendants filed a Notice of Intent to Defend, they have not yet filed a Defence. Between June 3, and August 1, 2025, the Defendants corresponded multiple times with the Plaintiff, identified deficiencies in her Claim, and requested her to amend the Claim. Ms. Hakim failed to do so.

[3] The Defendants now bring a motion pursuant to Rules 25.02, 25.06(1), 25.06(9)(a) and 25.11 of the *Rules of Civil Procedure*, R.R.O. 1990, Reg. 194 (“Rules”), to strike the Plaintiff’s Claim with leave to amend, or in the alternative, an order that page 3 and pages 18 to 64 of the Claim (the “Impugned Pages”) be struck, with leave to amend within 30 days. The Defendants argue that deficiencies in the Claim and its non-conformity with the Rules makes it difficult for the Defendants to meaningfully respond to the Claim.

[4] Ms. Hakim does not concede the deficiencies identified. She argues that the Defendant’s complaint is one of form over substance and that there is sufficient information in the Claim for the Defendants to know the case to meet and to file a Defence.

[5] The issue to be decided is whether the entirety of the Claim or the Impugned Pages within the Claim should be struck with leave to amend for non-conformity with the Rules.

[6] For the reasons set out below, I find the Claim offends the Rules and principles governing pleadings in multiple respects and should be struck in its entirety with leave to amend in 30 days.

**Issue: Should all or a portion of the Claim be struck with leave to amend?**

[7] The Defendants argue that the Claim should be struck because it: i) does not contain paragraph numbers in certain sections; ii) does not delineate the dollar value for each class of damages or tort; and iii) does not contain a concise statement of material facts but rather pleads evidence and repeats allegations. Below, I address each of these issues.

***i. Lack of paragraph numbers contrary to Rule 25.02***

[8] Rule 25.02 states that “pleadings shall be divided into paragraphs numbered consecutively and each allegation shall, so far as is practical, be contained in a separate paragraph.” Here, the

Claim is 64 pages but only includes paragraph numbers at pages 4 to 18. I find the absence of paragraph numbers prejudices the Defendants' ability to accurately respond to the allegations.

**ii. Failure to delineate the dollar value for each head of damages or tort**

[9] Rule 25.06(9)(a) states that where a pleading contains a claim for relief, the nature of the relief sought shall be specified and, where damages are claimed, the amount claimed for each claimant in response of each claim shall be stated. Consequently, the Rules require the Plaintiff to specify the amount for each of head of damages so that the Defendants know their economic jeopardy for each claim: *W. (A.) v. London Police Services Board*, 2019 ONSC 227, 144 O.R. (3d) 109, at para. 72.

[10] The Plaintiff has specified that she seeks total damages of \$450,000 for multiple categories of damages: general, damages for constructive dismissal and employee misclassification; aggravated and moral damages; loss of income and future earnings; and punitive damages. I find the Plaintiff's failure to specify the amount sought for each head of damages constitutes a breach of the Rules and undermines the Defendants' ability to meaningfully respond. For example, should liability be established, the Defendants are entitled to know what amount the Plaintiff seeks for loss of income and future earnings and to ascertain on what basis such a valuation has been put forth. The same applies to the other classes of damages, particularly given the Plaintiff alleges multiple torts and seeks various categories of damages.

**iii. Failure to provide a concise statement of material fact, pleading of evidence, and unnecessary repetition**

[11] Rule 25.06(1) states that every pleading must contain a concise statement of the material facts on which the party relies, but not the evidence by which those facts are to be proved. The purpose of pleadings is to give notice of the case to be met, to define the matters in issue, and to provide a permanent record of the issues raised: *Cerqueira v. Ontario*, 2010 ONSC 3954, at para. 11; *PMC York Properties Inc. v. Siudak*, 2022 ONCA 635, at para. 34,. In other words, the pleadings tell the story: *Mudrick v. Mississauga Oakville Veterinary Emergency Professional Corporation*, 2008 CarswellOnt 6682 (Ont. S.C.) at para. 21.

[12] While the Plaintiff must identify the causes of action and the material facts in support of them, pleadings are not intended to descend into a granular level of minutiae: *3 Dogs Daycare Inc. v. Dogtopia Enterprises Canada Inc.*, 2021 ONSC 514, at para. 30. Details are considered evidence and should not be plead unless required by the Rules: *Steadfasts Inc. v. Dynacare Laboratories*, 2020 ONSC 8008, at para 32. Repetitive and redundant allegations are to be avoided: *Steadfasts* at para 34. As explained in *Mudrick* at paras 21, 25, and 41:

While it [is] important to “**tell the story**” in a pleading, such that the material facts are related chronologically or in some other rational way, a pleading is intended to provide a reader with the skeleton, rather than a fully fleshed out body detailing the events. Details are generally evidence and should be avoided unless otherwise specifically required by the Rules.

....

**The overall picture that emerges from the Rules and case law is that a pleading should be brief, to the point and clear.** Whatever is alleged should have a bearing on the relief sought and, though brevity is to be applauded, certain special torts must be pleaded with particulars, so those must be included. Everything contained in a pleading should be included for a legitimate reason. Allegations that are made only to provide “colour” should be discouraged. In sum, a pleading should be drafted with the role of pleadings in mind – they should define the issues for discoveries and trial.

...

**Repetition should be avoided.** Superfluous detail should be eliminated. Editorialized comments should be removed. Counsel must bear in mind that this is the framework, only, not intended as evidence, itself, by which to prove the case. **This is not “the last chance” to tell the whole story – it is only an overview of what the case will be about...** [Emphasis mine].

[13] Having said this, the court’s decision to order particulars is discretionary and should be exercised in only the clearest of cases: *Steadfasts Inc.* at para 36. The threshold to strike a Claim for deficient particulars is high: *PMC York Properties Inc.* at para 32 citing *Atlantic Lottery Corp. Inc. v. Babstock*, 2020 SCC 19, 447 D.L.R. (4th) 543 at para 90. The rationale for having such a high standard is to avoid “proceedings becoming mired down” and resulting in “unnecessary delay and expense, rather than the adjudication of the dispute on the merits”: *PMC York Properties Inc.* at para 34.

[14] The Claim in this case is 64 pages. It comprises an introduction, overview, sections addressing torts and damages, relief sought, jurisdiction and place of trial along with six schedules and appendices. I find the Claim offends the principles governing the drafting of pleadings in multiple respects.

[15] First, the Claim does not contain a concise statement of material facts and is difficult to follow. The current structure of the Claim and inclusion of significant detail makes it difficult for the Defendants to meaningfully respond. Rather than identify each tort alleged, the elements of the tort, and why the Plaintiff alleges the elements of the tort have been met in a summary fashion, the Plaintiff chronicles her employment history and its impact on her. Interspersed within this chronology are various headings, some of which describe alleged torts and others which are arbitrary. For example, at paragraphs 31 to 35, the Plaintiff has a heading “Pregnancy Loss”. While pregnancy loss may be an impact of the alleged harassment and/or discrimination the Plaintiff experienced, it is not a cause of action and would be better situated under a heading of damages.

[16] Second, paragraphs 18 to 64 plead evidence in contravention of Rule 25.06: *Lysko v. Braley* (2006), 79 O.R. (3d) 721, at para 11; *Mudrick* at para 41. *Steadfasts Inc.* at paras 29-32. These paragraphs consist of a detailed chronology of the Plaintiff’s work history. The Plaintiff details dates, times, events, as well as contents of telephone calls and conversations with managers and human resources’ personnel, rather than concisely summarizing how the Plaintiff was discriminated, harassed, or misclassified. These factual details constitute evidence – namely the Plaintiff’s version of events – and would be better placed in an affidavit.

[17] Third, the Plaintiff’s allegations are unnecessarily repetitious. For example, the Plaintiff’s start date at Pfizer appears at pages 1, 3, 23, and 31 of the Claim. These repetitions undermine the general requirement that pleadings should be concise and avoid repetition.

[18] Fourth, the schedules and appendices repeat what is contained in the Claim and also offend the rule against pleading evidence. As noted in *Cerqueira at para 12*, citing *Balanyk v. University of Toronto*, 1999 CanLII 14918 (Ont. S.C.), at para. 46, neither the Defendants nor the court should be forced to “nit-pick their way through a long, complex and sometimes redundant and split

pleading, parsing each paragraph and each sentence with a view to extracting the claims and related material facts redrafting them into a clear and precise pleading.”

[19] For example, in Schedule A, entitled *Factual Narrative Summary of Events and Escalations*, the Plaintiff reiterates much of the information already cited in the body of the Claim but in prose format and with additional factual details.

[20] In Schedule B, entitled *Cross-Border Governance Failures, Whistleblower Retaliation, and Oversight Breakdown*, the Plaintiff similarly repeats allegations made within the Claim with respect to conduct of specific managers and HR personnel.

[21] Similarly, Appendix B, entitled *Chronological Log of Escalation of Events*, Appendix C, entitled *Summary of Harassment and Retaliatory Conduct*, and Appendix D, entitled *Categories of Supporting Evidence*, all contain chronological logs of events intended to supplement facts already pleaded in the Claim with inclusion of additional dates, conversations, and quotes. While the content within these schedules and appendices certainly provide factual details that assist the Defendant in understanding the allegations, I find the significant level of detail and repetition would make it extremely challenging and cumbersome for the Defendants to meaningfully respond. The detailed information in these schedules and appendices would be better placed in an affidavit or an exhibit to an affidavit.

[22] Appendix A, entitled *Misclassification Indicators Summary*, contains excessive detail. The information ought to be summarized within the body of the Claim in relation to the allegation of misclassification.

[23] Schedule C, entitled *Jurisdictional and Common Employer Facts in Support of Claim*, sets out the Plaintiff’s position on jurisdiction, including an explanation for why the Plaintiff brings her action against the parent corporation Pfizer Inc. Portions of Schedule C ought to be included within the Claim addressing jurisdiction and other portions should be reserved for the argument.

[24] Finally, I would also note that the paragraphs contained in the six schedules and appendices do not contain any paragraph numbers making it almost impossible to respond to.

[25] The Plaintiff argued at the motion hearing that it was not intended that the Defendants would respond to the schedules and appendices. If that was the case, the Plaintiff should have filed an Amended Statement of Claim without the schedules and appendices. She did not do so.

[26] For all these reasons, I find that the Claim offends the Rules and principles governing drafting of pleadings and hinders the Defendants' ability to meaningfully respond to the Claim.

[27] In arriving at these findings, I appreciate that the Plaintiff is self-represented and would not be familiar with drafting pleadings. However, I find the Plaintiff was informed of the deficiencies early in the proceedings and was given ample opportunity to make corrections, some of which, such as the inclusion of paragraph numbers, would have been an apparent and easy fix.

[28] I also disagree with the Plaintiff's suggestion that the Defendants' failure to file a defence constituted an attempt to delay matters. The Defendants notified the Plaintiff as early as June 3, 2025, that the Claim lacked paragraph numbers, improperly pled evidence, and contained superfluous schedules and appendices. Appreciating that the Plaintiff was self-represented, the Defendants' counsel referred the Plaintiff to the relevant Rules and jurisprudence. The Defendants also informed the Plaintiff that the purpose of their request to amend her Claim was to allow them to meaningfully respond, to avoid a costly motion to strike, and to prevent delays given that it is generally accepted that motions to strike for deficient particulars should be resolved prior to the filing of a defence and if resorted to, will result in delays: *Wakeling v. Desjardins General Insurance Group*, 2020 ONSC 6809, at paras. 35 to 38, aff'd 2021 ONCA 672, leave to appeal refused, [2021] S.C.C.A. No. 412. In an attempt to avoid a costly motion, the Defendants repeated their requests to the Plaintiff to amend her Claim on June 13th, 20th, and 23rd, July 17th and August 1, 2025.

[29] Furthermore, while the Plaintiff had access to counsel, she was not prepared to retain counsel for the purpose of responding to the Defendants' concerns or the motion itself. In this regard, I note the following paragraph in the Plaintiff's correspondence of August 1, 2025, wherein she informs Defendants' counsel that she has two counsel on "standby" for the purposes of mediation. She writes as follows:

If Pfizer ... requires legal counsel to finalize a settlement, state clearly what is required. I have two separate lawyers on standby for this matter, but I will not retain counsel to entertain delays or gamesmanship. Their recommendations remain the same: file default and proceed. I, not Pfizer, have facilitated every opportunity to resolve this, including at multiple “reasonable” levels, beginning with the April 29 demand.

[30] The above-noted paragraph and other correspondence between the parties indicates that the Plaintiff was singularly focused on advancing resolution discussions. However, constructive mediation requires that the parties and the mediator have a clear understanding of the parties’ respective positions. In the face of such deficiencies within the Claim, the Defendants were not in a position to meaningfully respond to the Claim and put forth their own, yet alone their best, position for a mediated settlement. I find it is the Plaintiff’s own unwillingness to heed the Defendants’ concerns that necessitated the motion and contributed to a delay in the proceedings.

### **Costs**

[31] The Defendants are the successful party on the motion and presumptively entitled to costs. Total costs of the motion were \$37,299. Legal fees were \$33,132 and disbursements \$493. The Defendants seek substantial indemnity costs in the amount of \$33,639.

[32] Courts have broad discretion to determine when costs should be paid and the quantum: *Ontario Courts of Justice Act*, R.S.O. 1990, c. C.43, s. 131(1).

[33] In exercising their discretion, judges may consider the factors set out in Rule 57.01(1) of the Rules and the governing jurisprudence. These factors include the following: the experience of counsel and rates charged, the amount an unsuccessful party could reasonably expect to pay, amounts claimed, amount recovered, apportionment of liability, importance of issues, complexity of the proceedings, and the conduct of the parties.

[34] As a general rule, costs on a partial indemnity scale should follow the event and should only be departed from for very good reasons such as misconduct of the party, miscarriage in procedure, or oppressive or vexatious conduct: *1318706 Ontario Ltd. v. Niagara (Regional Municipality)* (2005), 75 O.R. (3d) 405 (C.A.), at paras. 50-51; *394 Lakeshore Oakville Holdings Inc. v. Misek*, 2010 ONSC 7238, at paras. 10-14.

[35] While the Plaintiff's failure to amend the Claim on issues she conceded, i.e. that the schedules and appendices were not intended to be responded to or for apparent deficiencies such as the absence of paragraph numbers, warrants an elevated costs award, I am not prepared to find in these circumstances that the Plaintiff's conduct was oppressive or vexatious to warrant substantial indemnity costs. As already noted, the Plaintiff is self-represented and was singularly focused on advancing settlement discussions. This appears to have been her motive for threatening to and ultimately noting the Defendants in default. However, she did subsequently set the notice of default aside.

[36] The motion was not complex. The issues were significant to the Defendants who wished to defend themselves but were unable to do so in the absence of a proper Claim. As already noted, Defendants' counsel made multiple attempts to have the Plaintiff redress the issue prior to bringing the motion. Counsel informed the Plaintiff on August 1, 2025, when requesting availability for motion dates, that should the Plaintiff amend the Claim prior to the motion hearing, they would vacate the motion date and not seek costs.

[37] Two counsels spent a total of 57 hours preparing for the motion. This included communication with the client (7.5 hours), preparing motion materials and a factum (46 hours), and engaging in settlement discussions (2.5 hours). The Plaintiff argues that the hours spent on general correspondence and settlement is excessive given there were no formal settlement offers made on the motion. I find the amount claimed for communications is reasonable as counsel would be expected to obtain instructions from their clients and there was certainly correspondence related to the motion between the parties. Moreover, these two categories represent only a tenth of the total costs. The bulk of the work was spent in preparing the motion materials and factum. While this might appear to be excessive for a procedural motion of this nature, given the length, complexity, and detailed structure of the Claim filed, I find the hours spent are reasonable.

[38] Lead counsel was a 16-year call and charged \$450/hour. I also note that lead counsel appropriately delegated the bulk of the preparatory work to junior counsel with six years experience at a lower rate of \$354/hour. I find the rates commensurate with counsel's experience.

[39] Having considered the Defendants' success on the motion, the Plaintiff's conduct, complexity, the importance of issues, and the time and rates charged, I find an elevated costs award consisting of fees, HST, and disbursements in the fixed amount of \$25,000 is fair and reasonable in the circumstances.

**Order**

[40] There will be an Order that the Claim be struck pursuant to Rule 25.11 with leave for the Plaintiff to amend within 30 days. Upon receipt of an Amended Statement of Claim, the Defendants shall file their Statement of Defence within 30 days. Upon completion of the filings, the parties are encouraged to prepare a timetable for litigation to avoid further delays.

[41] There will be an Order that the Plaintiff shall pay fixed costs in the amount of \$25,000.

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**Justice Somji**

**Released: March 3, 2026**

**CITATION:** Hakim v. Pfizer Inc. et al., 2026 ONSC 1170  
**COURT FILE NO.:** CV-25-99909  
**DATE:** 2026/03/03

**ONTARIO**  
**SUPERIOR COURT OF JUSTICE**

**BETWEEN:**

Natassia Hakim

Plaintiff

– and –

Pfizer Inc. and Pfizer Canada ULC

Defendants

**COUNSEL:**

Self-Represented, for the Plaintiff

Joseph Cohen-Lyons, for the Defendants

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**REASONS FOR DECISION**

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Judge Somji

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**Released:** March 3, 2026