

CITATION: Gayle v. Cambridge Mercantile Corp., 2023 ONSC 3554
COURT FILE NO.: CV-18-00003008-0000
DATE: 2023 06 13

SUPERIOR COURT OF JUSTICE – ONTARIO

RE: GAYLE, SHARNA AND WESLEY KERR

AND:

CAMBRIDGE MERCANTILE CORP., JASON SQUIRE,
LERNERS LLP, MARK FREIMAN, REBECCA SHOOM,
JACQUES FELDMAN AND BERNARD HEITNER.

BEFORE: RSJ Ricchetti

COUNSEL: M. Sidana, for the Plaintiff

L. Ritacca and O. Eng for the Defendants Lerner's LLP, Jason
Squire, Mark Freiman, and Rebecca Shoom
(the Lerner's Defendants)

HEARD: June 5, 2023

ENDORSEMENT

THE MOTION

1. This is a motion by the Plaintiff Sharna Gayle to amend the Amended Statement of Claim.
2. The action has been discontinued by Mr. Kerr.
3. The action has been discontinued against Cambridge and its principals.
4. The claim against the Lerner's defendants alone remains.

BACKGROUND

5. Ms. Gayle was an employee of Cambridge Mercantile Corp. (Cambridge) under a written Memorandum of Agreement (MOA).
6. The MOA set out the Plaintiff's compensation structure (employment agreement). Ms. Gayle earned \$200,000 per year plus an additional amount for each day she worked on Jewish holidays. Exactly what this additional amount is the subject of the current claim.
7. Ms. Gayle was terminated on June 15, 2015.

The Wrongful Termination Action

8. Ms. Gayle retained Lerner LLP. Mr. Squire and Ms. Shoom were her lawyers at Lerner.
9. Lerner commenced an action against Cambridge in September 2015. That claim sought \$200,000 for damages for wrongful termination and \$6,000,000 for additional entitlement under the employment agreement.
10. Cambridge defended the claim and alleged an overpayment by way of counterclaim.
11. Because of an intention to add Mr. Kerr, Ms. Gayle's husband, to Cambridge's Defence and Counterclaim, Mr. Kerr also became Lerner's client in the action.
12. In June 2016, the parties agreed to mediation. A mediation took place on July 19, 2016.
13. The parties entered into a written final settlement agreement whereby Cambridge would pay \$500,000 for the claim in the Wrongful Termination Action and exchange mutual general releases.

14. The Wrongful Termination Action was dismissed.
15. The terms of the settlement were completed by September 2016, including the payment of the settlement funds to the Plaintiff.

Ms. Gayle’s subsequent concerns regarding the settlement

16. Subsequent to completion of the settlement and the dismissal of the Wrongful Termination Action, Ms. Gayle became unhappy with the settlement.
17. Ms. Gayle complained to Mr. Freiman, a lawyer at Lerner’s, who had not been involved (at least actively) representing the Plaintiff.

THE SOLICITOR’S NEGLIGENCE ACTION

18. The Notice of Action was issued on July 18, 2018.
19. The Claim was issued on August 17, 2018 and was served in early 2019.
20. The Defendants made various Demands for Particulars. In response to those Demand for Particulars, the Plaintiff provided various responses to those demands, the most recent in May 2022.
21. In the Solicitor’s Negligence Action, the Plaintiff alleged that Lerner’s was negligent in their representation and breached their fiduciary duty as Lerner’s was in a conflict of interest because Mr. Freiman shared “religious and personal affiliations” with one of Cambridge’s principals, and Lerner’s had failed to disclose this. The Plaintiffs allege that because of this alleged conflict of interest, Lerner’s preferred Cambridge’s interests over Ms. Gayle’s in the mediation, failed to take reasonable care in advancing her interests, and caused her to accept an improvident settlement, and structured the settlement in a way that was not favourable to her.

22. The Plaintiff amended her Statement of Claim on June 5, 2019.
23. The Statement of Defence was delivered on August 4, 2019.
24. On January 17, 2022, the Plaintiffs provided Lerner's with the proposed amendments to the Amended Statement of Claim. Lerner's refused to consent to the amendments. Lerner's advised the Plaintiff that it intended to bring a summary judgment motion.
25. Lerner's served its Summary Judgment motion in April 2022. A timetable was agreed to for the Summary Judgment motion.
26. By this time, the Plaintiff had still not brought a motion to amend its Amended Statement of Claim. When Lerner's sought to enforce the summary judgment timetable, the Plaintiff sought to bring a motion to amend the Amended Statement of Claim.
27. A case conference was held on April 11, 2023. This motion was scheduled.

THE PROPOSED AMENDMENTS TO THE STATEMENT OF CLAIM

28. There are two distinct types of amendments the Plaintiffs seek to make:
 - a) Increasing damages from \$1,000,000 to \$20,000,000 for breach of contract/negligence/breach of fiduciary duty; and
 - b) Various amendments to paragraphs (such as to Paragraphs 15, 17, 18 and 23) which the Plaintiff alleges provides additional details of Lerner's negligence and breach of duty. I will go into these proposed amendments below.
29. The Lerner's Defendants seek a dismissal of the motion and, during submissions, point to paragraphs 15, 18, 23(l), 23 (p), and 23 (r) of the

proposed Amended Amended Statement of Claim to support their position that the amendment should not be granted. .

THE LAW

30. Rule 26.01 of the *Rules* provides as follows:

26.01 On motion at any stage of an action the court shall grant leave to amend a pleading on such terms as are just, unless prejudice would result that could not be compensated for by costs or an adjournment.

31. The Court of Appeal in *Klassen v. Beausoleil*, 2019 ONCA 407 described the test on such motions:

[25] The rule is framed in mandatory terms: the court must allow the amendment, unless the responding party would suffer non-compensable prejudice, the proposed pleading is scandalous, frivolous or vexatious, or the proposed pleading fails to disclose a reasonable cause of action: *158844 Ontario Ltd v. State Farm Fire and Casualty Co.*, 2017 ONCA 42, 135 O.R. (3d) 681, at para. 25; *Iroquois Falls Power Corp. v. Jacobs Canada Inc.*, 2009 ONCA 517, 264 O.A.C. 220, at paras. 15-16.

[26] The expiry of a limitation period is one form of non-compensable prejudice. A party cannot circumvent the operation of a limitation period by amending their pleadings to add additional claims after the expiry of the relevant limitation period: *Frohlick v. Pinkerton Canada Ltd*, 2008 ONCA 3, 88 O.R. (3d) 401, at para. 24; *1100997 Ontario Ltd. v. North Elgin Centre Inc.*, 2016 ONCA 848, 409 D.L.R. (4th) 382, at paras. 21-23; *United Food and Commercial Workers Canada, Local 175 Region 6 v. Quality Meat Packers Holdings Limited*, 2018 ONCA 671, at paras. 64; *Davis v. East Side Mario's Barrie*, 2018 ONCA 410, at paras. 31-32. In this regard, the “addition of new statute-barred claims by way of an amendment is conceptually no different than issuing a new and separate Statement of Claim that advances a statute-barred claim” (emphasis added): *Quality Meat Packers*, at para. 64; citing *Frohlick*, at para. 24.

[27] An amendment will be statute-barred if it seeks to assert a “new cause of action” after the expiry of the applicable limitation period: *North Elgin*, at paras. 19-23, 33; *Quality Meat Packers*, at para. 65. In this regard, the case law discloses a “factually oriented” approach to the concept of a “cause of action” – namely, “a factual situation the existence of which entitles one person to obtain from the court a remedy against another person”: *North Elgin*, at para. 19; *Quality Meat Packers*, at para. 65.

[28] An amendment does not assert a new cause of action – and therefore is not impermissibly statute-barred – if the “original pleading ... contains all the facts necessary to support the amendments ... [such that] the amendments simply claim additional forms of relief, or clarify the relief sought, based on the same facts as originally pleaded”: *Dee Ferraro*, at paras. 4, 13-14; *North Elgin Centre Inc.*, at paras. 20-21; *East Side Mario's Barrie*, at paras. 31-32; *Quality Meat Packers*, at para. 65. Put somewhat differently, an amendment will be refused when it seeks to advance, after the

expiry of a limitation period, a "fundamentally different claim" based on facts not originally pleaded: *North Elgin*, at para. 23.

[29] The relevant principle is summarized in Paul M. Perell & John W. Morden, *The Law of Civil Procedure in Ontario*, 3rd ed. (Toronto: LexisNexis, 2017), at p. 186:

A new cause of action is not asserted if the amendment pleads an alternative claim for relief out of the same facts previously pleaded and no new facts are relied upon, or amount simply to different legal conclusions drawn from the same set of facts, or simply provide particulars of an allegation already pled or additional facts upon [which] the original right of action is based.[2]

[30] In the course of this exercise, it is important to bear in mind the general principle that, on this type of pleadings motion, it is necessary to read the original Statement of Claim generously and with some allowance for drafting deficiencies: *Farmers Oil and Gas Inc. v. Ontario (Ministry of Natural Resources)*, 2016 ONSC 6359, 134 O.R. (3d) 390 (Div. Ct.), at para. 23.

[31] Finally, the court may refuse an amendment where it would cause non-compensable prejudice. The prejudice must flow from the amendment and not some other source: *Iroquois Falls*, at para. 20. At some point the delay in seeking an amendment will be so lengthy, and the justification so inadequate, that prejudice to the responding party is presumed. In this event, the onus to rebut the presumed prejudice lies with the moving party: *State Farm*, at para. 25.

[32] Alternatively, the responding party may resist the amendment by proving actual prejudice – i.e. by leading evidence that the responding party has lost an opportunity in the litigation that cannot be compensated by an adjournment or an award of costs as a consequence of the amendment. It is incumbent on the responding party to provide specific details of the alleged prejudice: *State Farm*, at para. 25.

[33] Irrespective of the form of prejudice alleged, there must be a causal connection between the non-compensable prejudice and the amendment. The prejudice must flow from the amendment and not from some other source: *State Farm*, at para. 25.

32. The court retains a residual right to deny amendments where appropriate.

See *Avedian v. Enbridge Gas Distribution Inc.*, 2023 ONCA 289:

[6] The appellants submit that the motion judge erred in reaching each of these conclusions. We do not agree. The motion judge properly considered all of the relevant factors in reaching her decision. Contrary to the position of the appellants, r. 26.01 of the *Rules of Civil Procedure* does not mandate that amendments must be allowed in all circumstances. A court may refuse to grant an amendment if the granting of the amendment would cause non-compensable prejudice to the other side: *1588444 Ontario Ltd. v. State Farm Fire and Casualty Co.*, 2017 ONCA 42, 135 O.R. (3d) 694, at para. 25. Further, the court has a residual right to deny amendments where appropriate: *Marks v. Ottawa (City)*, 2011 ONCA 248, 280 O.A.C. 251, at para. 19.

33. Proposed amendments to a pleading must nevertheless comply with the rules of pleading. *A.P.I. Alarm Inc. v. D'Arterio*, 2009 CanLII 18215 (ON SC):

[16] With that background, I turn to the defendants' arguments in opposition to this motion. The defendants submit that for the most part the proposed amendments do not comply with the rules of pleading. The court should not give leave to amend a pleading if the proposed amendments do not comply with the rules of pleading. See *Richmond vs North American Life Assurance Co.* (1998), 1998 CanLII 14654 (ON SC), 37 O.R. (3d) 785 (Gen. Div.). It would make no sense for the court to grant one party leave to amend a pleading and then strike out that pleading on a motion by the opposite party brought on the basis that the amendment does not comply with the rules of pleading. If that is the situation leave to amend should be denied in the first place. Confronting a responding party with a proposed amended pleading that does not comply with the rules of pleading is a form of prejudice to that party under rule 26.01 sufficient to deny leave to amend to the moving party.

(emphasis added)

34. In *Beals v. Saldanha*, 2001 CanLII 27942 (ON CA), the Court of Appeal confirmed that increasing the quantum of damages is not prejudice:

[98] Specific pleading rules cannot be confused with the rules of natural justice, and a particular pleading rule cannot be viewed in isolation. While rule 25.06(9) requires that damage claims specify "the amount claimed for each claimant in respect of each claim", the wide powers of amendment found in rule 26.01 demonstrate that the failure to comply with rule 25.06(9) does not mean that a defendant has been denied the opportunity to know the extent of its jeopardy or the case it has to meet. Under rule 26.01, a court can refuse to make amendments, including amendments increasing the amount of the damages claimed, only where the defendant can demonstrate on the balance of probabilities that the amendment would cause prejudice that could not be compensated for by costs or adjournment. The mere fact that an amendment substantially increases the quantum of the plaintiff's damages claim and therefore the defendant's potential liability is not a basis upon which to deny the amendment. The amending power in rule 26.01 has been invoked to substantially increase the quantum of damages claimed after judgment is granted, and even on appeal: see *Hill v. Church of Scientology of Toronto* (1992), 1992 CanLII 7516 (ON SC), 7 O.R. (3d) 489 at p. 496 (Gen. Div.), affd without reference to this point (1994), 1994 CanLII 10572 (ON CA), 18 O.R. (3d) 385, 114 D.L.R. (4th) 1 (C.A.), affd without reference to this point 1995 CanLII 59 (SCC), [1995] 2 S.C.R. 1130, 126 D.L.R. (4th) 129.

(emphasis added)

ANALYSIS

35. These are serious allegations against Lerners. The allegations may be disconcerting because of the allegations that lawyers at Lerners and Cambridge were Jewish and therefore worked together to deliberately thwart the Plaintiff's claim, but neither is a ground for rejecting a proposed amendment.
36. More so in this case, since the serious allegations negligence and the alleged "religious connection" as a basis for the conflict and breach of duty, have already been pleaded in the original Statement of Claim, which has not been struck out. There has been no motion to strike those paragraphs.
37. This is not a summary judgment motion. I will only deal with the proposed amendments to the Amended Statement of Claim.

New Theory of Damages

38. The Lerners defendants submit there is a "new theory of damages and a host of new material facts" in the proposed Amended Amended Statement of Claim which are statute barred.
39. Lerners' counsel submits that the proposed amendments are "substantially different and more complex".
40. New facts are not and do not become statute barred. Causes of action may become statute barred. But the causes of action have not changed since the Statement of Claim.
41. Yes, there are new details which are sought to be pleaded in the proposed pleading. But more complex facts asserted is not a basis to deny an amendment to a pleading.
42. That is not a basis to deny a proposed amendment to a pleading.

43. According to the Plaintiff, the current amendments seek to provide detailed explanation of the same cause of action.
44. The current Amended Statement of Claim must be read generously. The allegation is that Lerner failed to carry out its fiduciary obligations to the Plaintiffs but instead “aided Cambridge and its principals” because of Lerner’s “religious and personal affiliations with one of the principals of Cambridge”. This was in the ORIGINAL Statement of Claim at para. 21 and remained in the Amended Statement of Claim.
45. The entire current claim is based on allegations that Lerner did not properly represent her, were negligent and breached their duty to her, because of the positions and interpretations they took on the employment agreement and advocated for in the mediation. While the proposed amendments set out greater detail, such as alleging Lerner knowingly misinterpreted the employment agreement because of their “religious affiliation” with the principals of Cambridge, this is just more detail of the Plaintiff’s claim in her current pleading.
46. I am not persuaded this is an entirely new cause of action pleaded.
47. The proposed amendments do provide detailed information, evidence and submissions as to how and why Lerner aided Cambridge thereby breaching Lerner’s duty to its client, the Plaintiff. The proposed amendments also provide evidence and submissions as to the quantum of damages claimed by the Plaintiff. The real issue is whether these proposed amendments comply with the rules of pleading.
48. I am not persuaded there is a new cause of action nor that a limitation period is relevant in this case.

WITHDRAWAL OF AN ADMISSION

49. Lerner's submit that because the Plaintiff alleged a certain entitlement under the employment agreement, in the Wrongful Termination Action, and is now asserting a different financial entitlement under that employment agreement that this change constitutes a withdrawal of an admission.

50. I reject this submission.

51. I am satisfied it is a different interpretation as to the Plaintiff's alleged entitlement. The very essence of the Plaintiff's claim is that Lerner's was negligent in advancing her claim under the employment agreement because there were other claims that should have been advanced. That does not constitute an "admission".

52. I see nothing which amounts to a withdrawal of an admission in this proceeding.

"Reworking" Summary Judgment Motion

53. Lerner's submit that it now "faces the prospect of potentially having to rework its summary judgment motion."

54. This is not a proper legal basis to deny the amendment.

55. If unnecessary or additional costs arise because of the proposed amendment being allowed, then that is a matter of costs thrown away the Lerner's defendants can seek as a term of granting the amendment.

Excessive Delay Resulting in Presumption of Prejudice

56. The Lerner's defendants submit that the "excessive delay in seeking these amendments gives rise to a presumption of non-compensable prejudice."

57. The delay is not that long that creates a presumption of non-compensable prejudice.
58. The surrounding circumstances must be considered. The particulars sought by Lerner's right up to 2019; the Statement of Defence delivery in August 2019; the prior 2019 Statement of Claim amendment; the Plaintiff's counsel brought a motion to be removed as solicitor of record resulting in the Plaintiff becoming self represented since 2020; delivery by Lerner's of an **unsworn** Affidavit of Documents in late 2021; and the recent summary judgment motion brought by Lerner's.
59. I am not persuaded that this is excessive delay that results in a presumption of non-compensable prejudice.
60. Lerner's submits that the information/documentation for the amendment was available to the Plaintiff years ago and no satisfactory explanation has been provided to explain the delay. Even if the information and documentation was available to the Plaintiff years ago, unless the delay is such as to give rise to the presumption of prejudice or result in actual prejudice, the amendment "shall" be granted and any delay is a matter for costs or other terms the court might impose to deal with costs thrown away and/or the delay.

Para. 1 - Increasing the damages claimed

61. Amending the Statement of Claim to increase the damages sought does not result in prejudice caused by the amendment. As described in *Beals* above, such amendments are routinely granted, even after judgment has been granted.
62. There is no evidence of actual prejudice to such an amendment.
63. The amendment to para. 1 is granted.

The remaining Paragraphs

64. The Plaintiff refers to the amendments as necessary to “add further particulars” in the Statement of Claim.
65. I do note that the amendments mirror to a large extent the Plaintiff’s Amended Amended Response to Demand for Particulars dated May 30, 2022. However, Particulars are not pleadings.
66. Pleadings must comply with certain rules.
67. The *Rules of Civil Procedure* provides:
- 25.06** (1) Every pleading shall contain a concise statement of the material facts on which the party relies for the claim or defence, but not the evidence by which those facts are to be proved.
68. Simply put, material facts must be pleaded – not evidence. “Material” facts are those facts necessary to establish the constituent elements of the claim or defence.
69. Pleadings should be brief, clear, focused and plead the material facts to support the claim. See *Del Giudice v. Thompson*, 2021 ONSC 5379, at para. 52. This permits the Defendant(s) to clearly and, in a focused way, respond to the allegations.
70. I agree with the court’s comments in *Seguin v. Van Dyke*, 2011 ONSC 2566 as to the mischief caused by pleadings which do not comply with the rules of pleading:
- [25] There is also real mischief in a pleading such as this if it is allowed to stand. As Mr. Sammon argues, if left alone these pleadings will be the first documents read by the trial judge before the trial begins. Pleading of evidence before the evidence has actually been given or admitted may be prejudicial. Equally as important, long rambling pleadings lead to unnecessary disagreements about the scope of documentary production and discovery. No purpose is served by adding colourful denunciations of the plaintiff’s claim. It is sufficient if the facts and conclusions of law set out in the statement

of claim are denied and the defendant states succinctly the material facts it intends to prove and rely upon at trial.

71. In my view, the subject paragraphs clearly offend the rules for pleadings in that the paragraphs in the proposed amendments include large amounts of evidence, explanations and submissions, to support the Plaintiff's claim to the additional compensation. Much of the proposed amendments do read like an affidavit or submission setting out and explaining the basis of the Plaintiff's claim. The paragraphs also include evidence, explanations, and proof as to how her damages are calculated. Lastly, the paragraphs contain considerable speculation as to motivation, beliefs and conclusions rather than material facts.

72. Let me provide some concrete examples:

- a) Para. 15: the proposed amendments include the background and negotiations of the MOA is not a material fact to the cause of action that Lerners was negligent or failed to carry out their fiduciary duty to the Plaintiff. The Plaintiff includes "why" she was asked to enter into her employment agreement; why the Jewish Holiday compensation was provided for; that she had personal concerns in agreeing to work on Jewish holidays; explanations as to why other provisions were included in the employment agreement; that she reviewed the draft employment agreement; the drafting iterations of the employment agreement; explanation and interpretation of various terms in the employment agreement and so on.
- b) Para. 18: the proposed amendments include the detailed financial information and calculations used to arrive at the Plaintiff's damages claim is clearly evidence. And the Plaintiff goes on to state the source of that information.
- c) Para. 23(l): the proposed amendments include the alleged different ways Cambridge and Lerners calculated the Jewish holidays for

determining the Plaintiff's claim at the mediation; and attaching a webpage is purely evidence. Further, the Plaintiff includes submissions as to the correct method of calculating the days to which she claims should have been included in the damage calculation for use at the mediation. Again, this is evidence.

- d) Para. 23(p): the proposed amendments include evidence that Lerner did not provide her with an explanation of a document, which if true, might be evidence that supports her claim Lerner was biased in favour of Cambridge. And the Plaintiff goes on to include her belief and conclusion that this "proves Lerner were working to favour Cambridge". Neither are properly included in a pleading as they are not material facts in support of the cause of action pleaded.
- e) Para. 23(r): the proposed amendments include that Lerner advanced an interpretation of the employment agreement which it knew was inconsistent with orthodox Jewish law by referencing a document from the Torah to support her interpretation and then she concludes it proves her claim. This is clearly evidence being put forward by the Plaintiff and amounts to a submission.

73. To be clear, I have not limited my review of the proposed amendments referred to in submissions by Lerner.

74. Other paragraphs have similar contraventions of the rules of pleading by pleading evidence or making submissions:

- a) Para. 23(c): the Plaintiff pleads her "impression" about the service of documents.
- b) Para. 23(d): that documents were "likely to shed light on the religious transgressions".

- c) Para. 23(h): that one of the Lerner's lawyers provided a "questionable or unsuitable explanation" for not having put forward a document to the opposing side.
- d) Para. 23(j): referring to details of leaving a voicemail message that the Cambridge lawyers wanted to discuss settlement and that the Lerner's "apparently" failed to meet to discuss settlement.
- e) Para. 23 (m): this paragraph refers to reasons and explanations put forward on an issue which the Plaintiff alleges she subsequently proved were false.
- f) Para. 23 (n): the Plaintiff pleads the reason why Lerner's chose to designate the settlement funds as dividends.
- g) Para. 23 (s): the Plaintiff sets out the motivation of Lerner's to conceal religious transgressions concluding that it "proves that Lerner's were not working in the best interest of Mrs. Gayle".
- h) Para. 23 (t): the Plaintiff pleads her "impression" and makes a submission as to what damages she was entitled to.
- i) Para. 23 (u): the Plaintiff pleads "motivation" and reasons why Lerner's allegedly ignored and avoided emails, comments, suggestion and so forth as proof that Lerner's were not working in her best interests.
- j) Para. 23 (v): the Plaintiff pleads a "motivation" that a term was included to "deliberately confuse and mislead" her.
- k) Para. 23 (w): this paragraph includes a submission as to the interpretation of a clause of her employment agreement and alleged "motivation" as to why Lerner's allegedly concealed the correct interpretation.

75. I could go on for each paragraph, but in my view, this is unnecessary for me to dispose of the motion.

CONCLUSION

76. The Plaintiff's motion to amend her Amended Statement of Claim is hereby dismissed, except for paragraph 1 to increase the damages claimed.

COSTS

77. Either party seeking costs may deliver written submissions on costs, limited to 3 pages of submissions, plus any attached Offers and authorities. This must be done within 2 weeks.

78. The responding party may deliver responding written submissions on costs, limited to 3 pages of submissions, plus any attached Offers and authorities. This must be done within 2 weeks after receipt of the Defendant's cost submission.

79. There will be no reply submissions.

FURTHER CONFERENCE

80. The parties shall arrange for a further conference before me to deal with procedural and scheduling matters for the outstanding October 2023 summary judgment motion.

RSJ Ricchetti

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COURT FILE NO.: CV-18-00003008-0000
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ONTARIO

SUPERIOR COURT OF JUSTICE

B E T W E E N:

Sharna GAYLE and Wesley KERR

Applicants

- and -

CAMBRIDGE MERCANTILE CORP.,
Jason SQUIRE,
LERNER LLP,
Mark FREIMAN,
Rebecca SHOOM,
Jasques FELDMAN, and
Bernard HEITNER.

Respondents

ENDORSEMENT

RSJ Ricchetti

Released: June 13, 2023