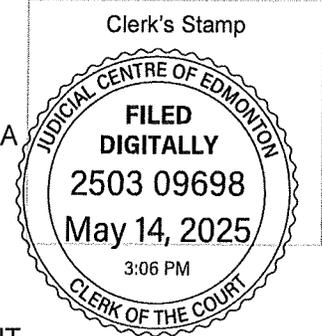
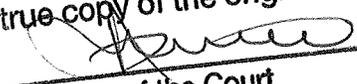


COURT FILE NUMBER
COURT COURT OF KING'S BENCH OF ALBERTA
JUDICIAL CENTRE EDMONTON
PLAINTIFF MARSHALL SMITH
DEFENDANT THE GLOBE AND MAIL INC., CARRIE TAIT,
ATHANA MENTZELOPOULOS, and JOHN
DOE



DOCUMENT **STATEMENT OF CLAIM**
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I hereby certify this to be a
true copy of the original.

for Clerk of the Court

NOTICE TO DEFENDANT

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:

The Parties

1. The Plaintiff, Marshall Smith ("**Smith**"), is an individual who resides in Calgary, Alberta and is the former Chief of Staff to Premier Danielle Smith having resigned his position as of October 31, 2024. As Chief of Staff to the Premier, Smith's role included management of the operations of the provincial government, the supervision of over 360 staff, and the provision of advice and potential recommended courses of action to the Premier.
2. The Defendant, The Globe and Mail Inc. ("**The Globe**") is a Canadian newspaper with national (and international) reach, publishing information in both print and online form with a readership in excess of 6 million people. It is Canada's most widely read newspaper, with its head office located in Toronto Ontario.

3. The Defendant, Carrie Tait ("**Tait**"), is a reporter in the Globe's Calgary Bureau.
4. The Defendant, Athana Mentzelopoulos ("**Mentzelopoulos**"), is the former President and CEO of Alberta Health Services ("**AHS**"), having had her employment terminated by the Alberta provincial government as of January 8, 2025. Mentzelopoulos is a resident of Alberta.
5. Mentzelopoulos has been in public service since as early as the 1990s. She previously held the role as Deputy Finance Minister under Premier Jason Kenney. Mentzelopoulos has known the Plaintiff, Smith for over 30 years. During her time as AHS CEO Mentzelopoulos's relationship with Smith was cordial, friendly, respectful, sometimes jovial, and sometimes personal.
6. The Defendant, John Doe, is a person whose identity is as of yet unknown to the Plaintiff but is believed to be a former member of the board of directors of AHS.

Smith's Discussions with Mentzelopoulos

7. In the summer of 2024, Smith was contacted by Nicole Williams, the Minister of Health's Chief of Staff, who advised that she was being contacted by some doctors representing Alberta Surgical Group ("**ASG**") about AHS pausing their contract and their fears that as a result they would have to cancel scheduled surgeries. ASG had previously been awarded a Chartered Surgical Facilities contract with AHS, which contract award had occurred prior to Smith taking his role as Chief of Staff to Danielle Smith. Smith understood from his discussion with Ms. Williams that these doctors had concerns about ASG's contract with AHS and that this contract had been "paused." Williams also expressed a concern that she was having difficulty getting information from AHS regarding this issue. Smith offered to support her by calling Mentzelopoulos and making an inquiry. Williams agreed that he should do so.
8. Smith then contacted Mentzelopoulos who said she would look into this issue and get back to him. Mentzelopoulos then followed up with a written response by way to text message to Smith dated June 25, 2024, which read:

I have looked at the ASG matter and I will brief MO on the details but the short story is that their contact period ends on Oct 31 (does not correspond to fiscal year) and their own projections show they will not deliver the contact volumes and will go over-budget. They are over-delivering on arthroplasty (most expensive) and under delivering on spine and non-arthro. We are having multiple meetings with them on this so if all possible would be good to re-direct them to those discussions. And I can send you more detail if you'd like.
9. Smith's response to this text message was "OK I'm good." That was the end of his discussion with Mentzelopoulos regarding the ASG contract. Smith had no other involvement in any discussions between ASG and AHS.

10. In the summer of 2024, Smith was advised by the Health Minister's office, that an individual named Jatinder Prasad ("Prasad") was being selected to assist in the development of a procurement secretariat within the Ministry of Health . Smith is uncertain as to how Mentzelopoulos became aware of this change, but Mentzelopoulos had a call with Smith where she raised concern about procurement being moved out of AHS's control. In response to Mentzelopoulos's call, Smith advised her that this decision had been made, that Prasad was "the guy" who had been selected to do the job and that someone would be reaching out to her to discuss the matter further. Smith knew of Prasad's name due to wide praise he had received for his handling of matters during the COVID 19 pandemic, Smith had and has no professional or personal relationship with Mr. Prasad. Smith has only ever briefly met Prasad during a few meetings with many other public servants in attendance after he began his new role. As this new position is part of the public service, Mr. Smith was not responsible for the recruitment, hiring and job description of Mr. Prasad. This call was very short, less than 2 minutes.
11. In the summer of 2024, Smith became aware of an individual named Nate Pike ("Pike") who was publishing false and defamatory statements about Smith both on X.com and on YouTube. Smith also became aware that Pike was employed by AHS and was possibly publishing such false and defamatory content during his working hours. As a result of Pike's egregious and outrageous internet publications making false and defamatory statements about Smith, Smith began preparing to launch a defamation lawsuit against Pike.
12. Smith contacted Mentzelopoulos to give her the courtesy of a heads up that his lawsuit was in the works and that it looked like some of the publications were being made while Pike was on shift with AHS, which could ultimately result in blowback to AHS. It is Smith's understanding that following this discussion Mentzelopoulos looked into the issue of Pike publishing statements during his working hours.
13. On or about August 12, 2024, at a casual meeting between Smith and Mentzelopoulos, Smith discussed with Mentzelopoulos that another individual, Mr. Sam Mraiche ("Mraiche") was also looking to commence a legal action against Pike as Pike was similarly making false and defamatory statements about Mraiche on the internet.
14. Smith also mentioned to Mentzelopoulos that an X.com account going by the name "Hansard the Cat" was publishing information which had been leaked from the Premier's office. Smith mentioned that steps were currently being undertaken to discover the identity of the Hansard the Cat account owner, including privately hiring legal counsel and IT professionals to assist.
15. The August 12, 2024 discussion between Smith and Mentzelopoulos was a friendly meeting and a casual discussion between long time colleagues about each other's workplace happenings. Smith's comments to Mentzelopoulos regarding Pike and the "Hansard the Cat" X.com account were not made in an official capacity. Smith sought no action on behalf of Mentzelopoulos to respond regarding his discussions with her about Pike, Mraiche and the "Hansard the Cat" X.com account.

The Globe's and Tait's defamation of Marshall Smith

16. On or about February 5, 2025, the Defendant, Tait, a reporter with the Globe's Calgary Bureau, authored an online article entitled: "Alberta ousted health services CEO amid probe into medical contracts, document alleges" (the "**Globe Article**"). The Globe Article was published on The Globe's website¹ and remains available throughout Canada and globally to anyone with an internet connection. The article was then republished by readers on various social media websites.
17. The Globe Article references a letter sent from Mentzelopoulos's, "lawyer to AHS's interim general counsel on Jan. 20," 2025 alleging, "that she was fired because she launched 'an internal investigation and forensic audit' into AHS's contracts and procurement processes" (the "Letter"). The Letter was originally sent by Mentzelopoulos's Counsel to AHS Counsel, was marked "Confidential and Without Prejudice" and contained an offer to resolve Mentzelopoulos's then proposed wrongful dismissal claim for the payment of money in exchange for a release and a confidentiality agreement in favour of AHS.
18. Sometime between January 20, 2025, and February 5, 2025, the Defendant, John Doe, published the Letter or a copy of the Letter to The Globe and Tait by providing the Letter or a copy of the Letter to The Globe and to Tait. The Globe Article paraphrases, summarizes and appears to directly quote the Letter. The particulars of John Doe's publication of the Letter are within the knowledge of John Doe, The Globe and Tait. According to quotes from the Letter as published in The Globe Article, the Letter contains false statements that were and are defamatory of Smith.
19. Republication by The Globe and Tait (in The Globe Article) of the false statements contained in the Letter was reasonably foreseeable by John Doe and was the natural and probable consequence of John Doe's publication of the Letter to The Globe and Tait. Further, John Doe intended that the statements contained in the Letter would be republished by The Globe and Tait. As such, John Doe is liable for any of the Plaintiff's damages suffered as a result of the publication of the Globe Article.
20. The Globe Article contains false statements which were and are defamatory of Smith. The particulars of The Globe's and Tait's false and defamatory publication include the following statements:
 - a. "The AHS board, after Ms. Mentzelopoulos provided an update on her investigation in December, recommended that she take her findings to the RCMP, the letter alleges. The government dismissed the board Jan. 31."

¹ <https://www.theglobeandmail.com/canada/alberta/article-alberta-ousted-health-services-ceo-amid-probe-into-medical-contracts/>

- b. "In her letter, she alleges that she faced pressure to sign new deals for chartered surgical facilities, including an extension for a provider known as Alberta Surgical Group (ASG). CSFs are private outfits that perform operations paid for by the government as part of the public health care system."
- c. "Throughout 2024, Mentzelopoulos had been repeatedly subject to interference and pressure from various Government of Alberta officials – including the Premier's then-Chief of Staff, Marshall Smith – to sign off on commitments for the new CSFs, and approve a contract extension for ASG, despite significant concerns within AHS around the true ownership and potential costs of the CSFs, and concerns over the significantly increased costs of a proposed new ASG contract,' the Jan. 20 letter alleges."
- d. "Ms. Mentzelopoulos alleges that senior government officials, including Health Minister Adriana LaGrange, were aware of problems she uncovered at AHS."
- e. "The former AHS CEO said Mr. Tremblay, who was also an AHS board member prior to the government dismissing all directors, fired her over Zoom."
- f. "He did so because Mentzelopoulos had authorized an internal investigation and forensic audit into various AHS contracts and AHS procurement processes, including contracts with private health care providers and suppliers,' Ms. Mentzelopoulos's letter alleges, 'and had supported a proper due diligence assessment and costings for contracts with several private surgical facilities whose principals were connected to various government officials.'"
- g. "Ms. Mentzelopoulos updated the AHS board on her investigation and audit on Dec. 19, according to her letter. The board then recommended expanding the investigation and audit and that Ms. Mentzelopoulos consider taking the information she uncovered to the RCMP, according to the letter."
- h. "The Globe in July reported that Mr. Mraiche, the owner of MHCare, provided luxury tickets to NHL games to multiple cabinet ministers and members of Ms. Smith's staff in 2024 and 2023.
- i. "AHS's internal review revealed that the health authority has purchased about \$614-million in supplies and services from MHCare and companies associated with Mr. Mraiche, Ms. Mentzelopoulos's letter said."
- j. "The investigation also revealed that Jitendra Prasad, who worked in procurement for AHS, had an e-mail account with MHCare during part of the time he worked for the health authority, the letter alleges, including when he was negotiating the contract to buy Turkish pain medication."
- k. "The letter tied Mr. Smith to Mr. Prasad, and alleges that Mr. Prasad 'appeared' to be retained or engaged by people involved with chartered surgical facilities and AHS

procurement contracts while also providing advice and services to Alberta Health and AHS for those same contracts. Ms. Mentzelopoulos also alleges that Mr. Smith, the premier's former chief of staff, appeared to make calls on behalf of private surgical organizations."

- I. "The efforts by government officials to increase prices being paid to private suppliers ran contrary to her extensive experience in government negotiations,' Ms. Mentzelopoulos's letter alleges. Ms. Mentzelopoulos alleges that Alberta Surgical Group received better rates than comparable private companies and that AHS was potentially paying for services it was not using. The letter said she had concerns about the proposed new rates for ASG and paused negotiations.

(Collectively, the "**Globe Defamatory Statements**")

21. Each of the Globe Defamatory Statements did refer to Smith and were false and defamatory of Smith.
22. The Globe Defamatory Statements taken individually and together and the resulting inuendo therefrom disparaged the character and reputation of Smith in the eyes of the public including, but not limited to, friends, family, colleagues, constituents, online followers and other social media users, The Globe Defamatory Statements, either expressly or by inuendo, stated that Smith:
 - a. repeatedly attempted to improperly interfere in Mentzelopoulos's position as AHS President and CEO;
 - b. repeatedly attempted to exert undue pressure on Mentzelopoulos to sign off on commitments for new chartered surgical facilities for private outfits;
 - c. repeatedly attempted to exert undue pressure on Mentzelopoulos to approve a contract extension for Alberta Surgical Group;
 - d. engaged in improper favouritism in promoting or furthering the interests of a private entity to attempt to assist that entity in securing a government contract;
 - e. engaged in unethical practices in his position as Chief of Staff;
 - f. engaged in unethical practices in his position as Chief of Staff for the purpose of personal gain;
 - g. engaged in illegal practices in his position as Chief of Staff;
 - h. abused his powers as Chief of Staff;
 - i. abused his influence as Chief of Staff;

- j. engaged in criminal activity;
 - k. is a criminal;
 - l. is corrupt.
 - m. is a bully, or bullies, or attempts to bully, other's into following his direction.
23. The publication of the Globe Defamatory Statements and resulting inuendo was such as to lower the reputation of Smith in the minds of the recipients.
24. Tait acted out of malice toward Smith and with the deliberate intention of discrediting his reputation, both personal and professional, and holding him up to public scandal, ridicule and contempt.
25. Tait and The Globe either knew or ought to have known that the Globe Defamatory Statements were defamatory of Smith and that the words, their meaning and their inuendo were untrue. The Defamatory Statements paint Smith in the worst possible light.

Damages

26. The damage to Smith's professional reputation caused by Tait and the Globe, or either of them, has resulted in Smith suffering emotional distress, stress, depression, anxiety embarrassment, loss of reputation, humiliation, and an inability to secure work in his chosen profession.
27. Furthermore, the Globe Defamatory Statements set forth herein constitute malicious injurious falsehoods intended to harm Smith.
28. The Defendants' injurious falsehoods and defamation have caused Smith irreparable harm.

Mentzelopoulos's defamation of Smith

29. On February 12, 2025, Mentzelopoulos caused a statement of claim to be filed in the judicial centre of Edmonton, Alberta (the "Statement of Claim"). The Statement of Claim contains false statements which were and are defamatory of Smith.
30. On the same day, The Globe published an article online entitled: "Former Alberta Health Services CEO files wrongful dismissal suit against province," which article refers to the Statement of Claim.
31. Republication by The Globe of the false statements contained in the Statement of Claim was reasonably foreseeable by Mentzelopoulos and was the natural and probable consequence of Mentzelopoulos's filing of the Statement of Claim. Further, Mentzelopoulos intended that the statements contained in the Statement of Claim would be republished by The Globe and

other media outlets. Mentzelopoulos is liable for the Plaintiff's damages suffered as a result of the republication by The Globe and other media outlets of the false and defamatory statements contained in the Statement of Claim.

32. On March 20, 2025, Mentzelopoulos caused a Reply to Statements of Defence to be filed in the judicial centre of Edmonton, Alberta (the "**Reply to Statements of Defence**"). The Reply to Statements of Defence contains false statements which were and are defamatory of Smith.
33. The particulars of the false and defamatory statements found within the Statement of Claim include the following:
 - a. "Throughout 2024 Mentzelopoulos had been repeatedly subject to interference and pressure from various Government of Alberta officials – including the Premier's then Chief of Staff, Marshall Smith – to sign off on commitments for the new CSFs, and approve a contract extension for ASG, despite significant concerns within AHS around the true ownership and potential costs of the CSFs, and concerns over the significantly increased costs of the ASG contract when compared to other private contractors and also compared to internal AHS costing estimates. During 2024, Mentzelopoulos also learned that ASG was being promoted by former MLA Doug Horner, and that ASG had somehow been awarded a 2-year CSF contract despite having been uncompetitive in the initial RFP process for CSF contracts."
 - b. "The efforts by Government officials to increase prices being paid to private suppliers, both in excess of prices being paid to other private suppliers and also internal AHS costing, ran contrary to her extensive experience in government negotiations, including when she had served as a Deputy Minister of Finance and Treasury Board."
 - c. "In early 2024, Marshall Smith told Mentzelopoulos that an individual named Jitendra Prasad ('Prasad') 'was his guy' and that Prasad had been put in place at Alberta Health to make sure that the Government could 'get contracting right'. Shortly after this discussion, Prasad contacted Mentzelopoulos and advised that he was close to Marshall Smith, and he was working to set up a new healthcare contracting group within Alberta Health."
 - d. "For her part, Mentzelopoulos was uncomfortable with the inference that Prasad would be taking some level of direction from Marshall Smith, and potentially the Premier's Office, on AHS procurement and contract issues that were specific to AHS and that fell within Mentzelopoulos' mandate as President and CEO."
 - e. "Further, in the subsequent AHS assessment and investigation into the CSFs and ASG contract (particulars of which are set out below) Mentzelopoulos became aware that Prasad, who had been seconded by AHS to Alberta Health in December 2023 and who was involved in the negotiation and analysis of various AHS

contracts, had a potentially serious conflict of interest. Specifically:

- i. Prasad retired briefly from AHS in April 2022 before becoming a contractor for AHS , and then returned as an AHS employee in the position of Chief Program Officer, and later Special Advisor, for AHS Contracts, Procurement, and Supply Management (“CPSM”) from October 2022 to December 2023, before then being seconded from AHS to Alberta Health,
 - ii. but Prasad had an MHCare Medical email address (jprasad@mhcaremedical.com) in November 2022 just before the then Minister of Health directed AHS to enter into a contract with MHCare for a \$70 million children’s acetaminophen purchase order and supply agreement, and Prasad may also have been retained or otherwise contracted by persons who were involved with the CSFs and other AHS procurement contracts in and after 2022.”
- f. “In June 2024, Mentzelopoulos received a call from Marshall Smith who was inquiring into why (as he understood it) AHS was “capping” the contract with ASG. Mentzelopoulos explained there was no “cap” and advised that ASG needed to continue working within the existing contract provisions with AHS. Mentzelopoulos was concerned as to why the Premier’s Chief of Staff was calling the President and CEO of AHS and making inquiries seemingly on behalf of a private surgical provider.”
 - g. “During the summer of 2024, Mentzelopoulos was again contacted by Marshall Smith who advised Mentzelopoulos that “powerful people” were upset and angry about the twitter feed of an AHS employee (Nate Pike, an AHS paramedic) who was apparently posting criticism of the Government while on duty. Smith alleged that a complaint and lawsuit were going to be filed against Mr. Pike. Mentzelopoulos asked Smith if he was trying to tell her that AHS had to fire Mr. Pike. Smith replied that Mr. Pike was “your employee” and “you’re going to look very bad” and there would be “consequences”. Mentzelopoulos advised Smith that she would not fire Mr. Pike, but after the discussion she contacted AHS leadership and advised them to speak to Mr. Pike about not tweeting while at work.”
 - h. “This type of call from Smith was not unique, as Mentzelopoulos had previously been pressured by Tremblay (via text message) to terminate purported critics of the Government including Carmelle Steinke, Jeremy Theal, and Sherri Kashuba. In support of this pressure from Tremblay, the Chief of Staff of Minister LaGrange sent Mentzelopoulos a screenshot of the allegedly offensive tweet that had been “liked” by one of these individuals.”
 - i. “Later during the summer, Marshall Smith again spoke to Mentzelopoulos, this time about another twitter feed called “Hansard the Cat” that was apparently critical of the Government. Smith outlined a number of steps, including private detectives,

lawyers, and (apparently) hackers, that were being used to discover the identity of the person(s) posting under the “Hansard the Cat” name.”

- j. “It was during this conversation that Smith told Mentzelopoulos about “Sam”, who was apparently taking legal action to force disclosure of the identity of “Hansard the Cat”. Smith told Mentzelopoulos that he “would be taken care of for the rest of his life”, somehow in relation to “Sam”. Mentzelopoulos understood that “Sam” was Mr. Sam Mraiche, the principal and CEO of MHCare Medical, who had been the subject of media reports for having allegedly taken various Government Ministers and officials to Oilers hockey playoff games in May and June 2024.”
- k. “On September 21, 2024, Mentzelopoulos received another call from Marshall Smith who wanted to know the status of negotiations on the CSFs in Red Deer and Lethbridge, Alberta. Smith advised Mentzelopoulos that there were ‘serious businessmen’ who were unhappy with the delays in negotiations, and they needed AHS to approve the CSFs in order to secure financing. Mentzelopoulos explained the reason for the delay, but Smith ended the conversation with a comment that the CSF principals were ‘serious people – do not mess with them’.”

34. The particulars of the false and defamatory statements found within the Reply to Statements of Defence include the following:

- a. “The false, vindictive, and malicious allegations in the Defences have been compounded by recent false public statements about Mentzelopoulos made by Premier Danielle Smith, and are consistent with recent comments made by Premier Smith’s former Chief of Staff, Marshall Smith, who has told people that he intends to ensure that Mentzelopoulos ‘never works again in Canada.’”
- b. “On January 2, 2025, Mentzelopoulos talked to [Deputy Minister of Mental Health and Addictions] Romanow. Romanow said the Minister of Mental Health and Addictions, Dan Williams, was ‘very concerned’ about the AHS internal investigations and the forensic audit, including the investigation of ‘our good friend JP’ (JP being a reference to Prasad). Romanow said that Minister Williams was concerned that the investigation could lead to potential connections between various government officials and Sam Mraiche and MHCare Medical around AHS procurement issues. Romanow told Mentzelopoulos that his Minister was:

‘freaked out about any potential connectivity or any exposure that there may be directly or indirectly to government through through [sic] AHS’

Romanow then asked Mentzelopoulos in respect of Deputy Minister of Health Tremblay:

‘are they saying to back off and tamp stuff down on that front?’

Mentzelopoulos confirmed to Romanow that she had received the December 23, 2024, letter from Assistant Deputy Minister of Health Nickerson instructing AHS to stop the investigation into CSFs and transfer all related files to Alberta Health.

Romanow then discussed the development of recovery communities and the political involvement and direction around that part of the healthcare 'refocusing'. Romanow told Mentzelopoulos:

'There's essentially now, I assume it's the minister who's hearing from his constituents, but he's freaked out because the connections with Metis Nation of Alberta, the builder that they've got building the recovery community with MNA, is the same builder with three others. And it's, it's connected to Sam as well. And with this Aaron Barner, who's with Metis Nation of Alberta, who's there in the pictures at the Oilers game and stuff.'

and

'So this is the thing that freaks me out. I definitely know Marshall was involved on that side, which you know, then makes me wonder about his integrity, or standing on anything else. If, if I know he, he thought that was, it was almost his idea. Oh, my God. So it potentially does point over.'

(collectively, the "**Mentzelopoulos Defamatory Statements**")

35. Each of the Mentzelopoulos Defamatory Statements did refer to Smith and were false and defamatory of Smith.
36. Unknown to Smith at the time Mentzelopoulos filed her Statement of Claim, but known to Mentzelopoulos, was the fact that she had, while acting as AHS's President and CEO, commissioned an independent third-party investigation into allegations of impropriety in the procurement of Chartered Surgical Facility contracts which investigation ultimately concluded that there was no evidence to support such allegations of impropriety.
37. Notwithstanding her own third-party investigation results, Mentzelopoulos has knowingly and intentionally mischaracterized, cherry-picked, and taken out of context portions of her discussions with Smith and portions of her discussions with Romanow in an attempt to make it appear that Smith was acting improperly and with nefarious intent to materially advance the procurement of Private Surgical Facilities on behalf of private individuals.
38. Mentzelopoulos's allegations against Smith are malicious in nature and advanced in an attempt to knowingly bolster her false narrative that she was terminated from AHS because she was investigating wrongdoing in respect of AHS's procurement of Chartered Surgical Facilities.
39. Contrary to Mentzelopoulos's false narrative, Smith was not involved in the Chartered

Surgical Facilities' bidding process, negotiation process, selection process, procurement process, or awarding of contracts. Mr. Smith's only involvement was in receiving concerns from his staff that contracts did not appear to be moving forward and advising Mentzelopoulos of such concerns. Contrary to the inuendo contained in her Statement of Claim, Smith made no threats, or inuendo of threats to Mentzelopoulos, had no power to direct Mentzelopoulos, and did not attempt to advance the interests of these private parties, other than to seek answers as to the status of their contracts.

40. The Mentzelopoulos Defamatory Statements taken individually and together and the resulting inuendo therefrom disparaged the character and reputation of Smith in the eyes of the public including, but not limited to, friends, family, colleagues, constituents, online followers and other social media users, The Mentzelopoulos Defamatory Statements, either expressly or by inuendo, stated that Smith:
- a. had the power and authority to influence Mentzelopoulos's decision making processes;
 - b. attempted to or did exert undue pressure on Mentzelopoulos to sign off on commitments for new chartered surgical facilities;
 - c. attempted to or did exert undue pressure of Mentzelopoulos to approve a contract extension for Alberta Surgical Group ("ASG"), a private entity who had obtained a contract with AHS prior to Smith accepting a role as Chief of Staff to Premier Danielle Smith;
 - d. was aware of cost and ownership issues with respect to ASG, and notwithstanding this knowledge, attempted to exert undue pressure on Mentzelopoulos to secure a contract extension for ASG;
 - e. was acting not in furtherance of the public interest, but in furtherance of the private interest of ASG;
 - f. attempted to gain a benefit for ASG by seeking increased prices for surgical and other procedures;
 - g. was close with a Mr. Jitendra Prasad ("Prasad"), and that Prasad was Smith's "guy";
 - h. was involved in the selection of Prasad with respect to his role in Alberta Health;
 - i. would be giving direction to Prasad in furtherance of Smith's own agenda;
 - j. would be giving direction to Prasad;
 - k. was improperly colluding with Prasad;
 - l. was aware that Prasad had links to MHCare Medical and was involved with or had

contact with other persons who were involved in the awarding of Chartered Surgical Facilities and other AHS procurement contracts;

- m. sought to advance the interests of a private contractor by knowingly making improper inquiries about the status of ASG's Chartered Surgical Facilities contract;
 - n. threatened Mentzelopoulos regarding the actions of an AHS employee, Nate Pike, that if Mr. Pike was not terminated as Smith wished, that she would going to look very bad and suffer consequences of her failure to act;
 - o. improperly sought to procure the termination of Nate Pike's employment with AHS by exerting undue pressure on Mentzelopoulos;
 - p. routinely made threats to Mentzelopoulos seeking the termination of AHS employees;
 - q. while in his role as Chief of Staff, sought to advance the interests of a private firm MHCare Medical and Mr. Sam Mraiche, in exchange for "being taken care of for the rest of his life";
 - r. repeatedly attempted to improperly interfere in Mentzelopoulos's position as AHS President and CEO;
 - s. engaged in improper favouritism in promoting or furthering the interests of a private entity to attempt to assist that entity in securing a government contract;
 - t. engaged in unethical practices in his position as Chief of Staff;
 - u. engaged in unethical practices in his position as Chief of Staff for the purpose of personal gain;
 - v. engaged in illegal practices in his position as Chief of Staff;
 - w. abused his powers as Chief of Staff;
 - x. abused his influence as Chief of Staff;
 - y. is corrupt; and
 - z. is a bully, or bullies, or attempts to bully other's into following his direction.
41. The publication of the Mentzelopoulos Defamatory Statements and resulting inuendo was such as to lower the reputation of Smith in the minds of the recipients.
42. Mentzelopoulos either knew or ought to have known that the Mentzelopoulos Defamatory Statements were defamatory of Smith and that the words, their meaning, and their inuendo were untrue. The Defamatory Statements paint Smith in the worst possible light.

43. Notwithstanding that the Mentzelopoulos Defamatory Statements are contained within a Statement of Claim filed in Alberta, Smith is a non-party to the Statement of Claim and such statements made in the Statement of Claim regarding Smith are gratuitous, irrelevant and are unnecessary to further the purpose of the Statement of Claim, which seeks damages for wrongful dismissal. Further, as a non-party to the Statement of Claim, Smith is not afforded the opportunity to respond to these false statements or to provide a Statement of Defence denying and responding to such false statements.
44. Furthermore, the Mentzelopoulos Defamatory Statements set forth herein constitute malicious injurious falsehoods intended to harm Smith.

Damages

45. The damage to Smith's professional reputation caused by Mentzelopoulos has resulted in Smith suffering emotional distress, stress, depression, anxiety, embarrassment, loss of reputation, humiliation and an inability to secure work in his chosen profession.
46. In Smith's present employment, he is compensated partly based upon a percentage of the revenue he originates for his employer. Smith has relied upon his professional reputation in obtaining business for his employer. Following the publication of the Globe Article, the Statement of Claim and the Reply to Statements of Defence, Smith's revenue generation has substantially declined, resulting in a significant loss of income. This loss shall be proven at the trial of this matter but is estimated to be no less than \$500,000 per year.
47. Smith anticipates no change in the near future in his now diminished ability to generate revenue for his employer, given that his revenue generation was linked to his professional reputation, which reputation has now been substantially damaged, potentially beyond rehabilitation. As such Smith expects his decreased earnings to continue into the foreseeable future. Smith has approximately 10 more years in which to earn income before his previously planned retirement age.
48. Smith also now suffers from a loss of future work prospects should his present employment come to an end given the damage to his professional reputation.
49. Smith's damages are also exacerbated by the public nature of the allegations and the publication by major Canadian news outlets reporting on and referring to the statements found in the Statement of Claim and in the Reply to Statements of Defence. These publications include but are not limited to:
 - a. The Globe and Mail;
 - b. Global News;
 - c. The CBC;
 - d. CTV News;

- e. The Edmonton Journal
- f. CityNews Edmonton; and
- g. AB Pol Econ.

Remedy sought:

- 50. Judgment, in the sum of \$5,000,000.00 in the aggregate as against:
 - a. The Globe and Tait, jointly and severally, for general damages for defamation, or such other amount as this court determines just and reasonable.
 - b. Mentzelopoulos, for general damages for defamation, or such other amount as this court determines just and reasonable.
- 51. Special damages as against the Defendants in the amount of \$5,000,000.00 for Smith's loss of income and loss of future earnings.
- 52. Aggravated damages in the amount of \$500,000.00 as against Tait for her intentional and malicious publication defaming Smith, or such other amount as this court determines just and reasonable.
- 53. Aggravated damages in the amount of \$500,000.00 as against Mentzelopoulos for her intentional and malicious publication defaming Smith, or such other amount as this court determines just and reasonable.
- 54. Punitive damages in the amount of \$1,000,000.00 as against the Globe and Tait, jointly and severally, for their high handed and reprehensible conduct in intentionally and maliciously publishing false statements defaming Smith, or such other amount as this court determines just and reasonable.
- 55. A mandatory injunction directing the Globe and Mail Inc. to remove the Globe Article from its website and from any other internet website which the Globe and Mail Inc. controls.
- 56. An injunction, interim and permanent, directing that the Defendants be prohibited from republishing the Defamatory Statements in any medium.
- 57. Interest pursuant to the *Judgment Interest Act*, R.S.A. 2000, c. J-1, as amended.
- 58. Costs of this action.
- 59. Such further and other relief as this Honorable Court determines.

NOTICE TO THE DEFENDANT

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 lawsuit 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 against you.