

Schedule "A"

1. The Plaintiff claims:
 - a) Punitive Damages in the amount of \$5,000.00, Aggravated Damages in the amount of \$5,000;
 - b) Prejudgment interest from May 11, 2018, to the date of payment or judgment pursuant to the *Courts of Justice Act*, RSO 1990, c. C43;
 - c) Post judgment interest from the date of the judgment to the date of payment pursuant to the *Courts of Justice Act*, RSO 1990, c. C.43;
 - d) Costs of this action; and
2. Such further relief as the Honourable Court deems just.
3. The Plaintiff, Robert Lepp, is an individual who resides at 227 Orchard Heights Boulevard, L4G 5A5, in the Town of Aurora, Province of Ontario. He is a political issues blogger in his town. He owns two Pointer dogs which he exercises at the only off leash dog park in town, Canine Commons. He has lived in Aurora with his wife and son for 34 years and has an upstanding reputation. He is retired and does volunteer work for Google Maps.
4. Canine Commons (**Tab 1**) is an “off leash” dog park located on Industrial Parkway in Aurora and it is open to all dogs wearing a licence tag for the current year. Posted rules at the gates state that no one can bring into the park more dogs than they can control. Commercial operations are forbidden.
5. The Defendant's company, Time 4 Paws (**Tab 2**), is located in the Town of Aurora, providing commercial dog walking and dog boarding services, and a host of other paid services according to its web page. By Canine Commons rules the Defendant is familiar with, Time 4 Paws is forbidden from commercial operations inside the gates. Time 4 Paws has 2 separate price list items, \$20 and \$30 for short and long “runs” inside Canine Commons by name. (**Tab 4**) The Defendant is making a profit in her company by operating commercially inside the town park.
6. The owner/operator of Time 4 Paws is the Defendant, Ms. Helen Clarke-Jennings.
7. In 2013 and again in 2015, the Defendant did sign a legal contract (**Tab 3**) on behalf of a group of unpaid people, called the “Canine Commons Committee”, with the Town of Aurora to provide unpaid services to the off leash dog park named Canine Commons. The Defendant has always been the “de facto” “Lead Volunteer” of that group of people. The complete list of people who signed the same contract on the same date is kept private by the Parks Department of Aurora and its Director, Mr. Al Downey. No one has been told who the “alternate” “lead” volunteer is. There has been no announcement of any change in the responsibilities of the Defendant. That contract states clearly that no commercial operations are allowed in the park. A sign posted outside the gates declares that no dog trainer may practise inside the park.
8. The contract (**Tab 3**) is published on the Town of Aurora web site. It defined a set of mandatory requirements the Committee led by the Defendant was to perform from 2011 onwards in order to do work at the park. These included publishing and distributing park rules, but this was never done.
9. On May 10, 2018, between the hours of 11:00 am and noon, Time 4 Paws was acting as a commercial dog walker and was providing paid services to multiple clients from its web page price list (**Tab 4**). The Defendant did bring into the park several dogs and paid staff to assist her. At least one dog, Finnegan, was left to run around out of control of the Defendant and her staff. Finnegan did roll around in an area of foul smelling, swamp mud made up of dog urine and fecal matter suspended in water, and then did proceed to jump up on the Plaintiff and another park user named “Greg”, last name unknown. The mud did transfer to the bare leg of the Plaintiff and to the pants of

Greg. (**Tab 5**)

10. Greg did have a conversation with the Plaintiff and he complained bitterly that commercial dog walkers were using the park every day and causing problems by bringing in more dogs than they could control. He specifically pointed to the Defendant and described her as the major offender. He complained about the smell and the disgusting nature of the dog waste infested mud on his pants from Finnegan, a client of the Defendant.
11. The Plaintiff is highly experienced in the history of the contract and the park rules (**Tab 6**) and the contract in place for Canine Commons. He advised Greg to send an email of complaint to Mr. Brad Dewar, Animal Control Bylaw Officer for the Town of Aurora. Greg declined to send an email of complaint, instead agreeing to let the Defendant name him and show his mud covered pant leg in a photograph to be emailed to Mr. Dewar.
12. That evening at 8:47 pm, the Plaintiff did send an email (**Tab 7**) to the Town of Aurora Animal Control Officer to report the activities of the Defendant and the dogs she was caring for. He included the photograph of Greg. He used the email “CC.” capability to advise the Defendant acting as a commercial operator through its published business email address “helen@time4paws.ca”, and he also copied the Aurora Councillors since it is their job to oversee operations of all departments in Aurora, including the Parks Department.
13. The Defendant did read and respond to the Plaintiff's May 10, 2018, email at 9:43 pm. (**Tab 8**) The Defendant did state that she had reported the actions of the Plaintiff to police. The implied action she was complaining about was the sending of a copy of an email to her business address about her commercial dog walking business and staff making use of Canine Commons, an act which is forbidden by the rules in the contract she signed. The Defendant also made a demand of the Plaintiff to “Stop following me.” when no following had been done.
14. The Defendant's statement to police is yet to be confirmed. It is the Plaintiff's opinion it includes a claim of unsolicited email, a claim of “cyber crime”, and a claim of “following”. All of these claims would be false, and as such amount would amount to “Public Mischief” as defined by the Criminal Code, at 240 (1). (**Tab 9**)
15. It is my opinion that sending a copy of an email of complaint to a business email address is simply polite.
16. The Defendant and her staff and clients had been in the dog park for some time when the Plaintiff arrived there. He was not following the Defendant into the park, he brings his dogs into the park most every day between 11 am and 6 pm. The Defendant made that statement to police only to invoke an investigation that she knew would affect the Plaintiff's legal status in a recognizance of bail he publicly describes in his web blog. The Plaintiff was not following the Defendant within the park either. In fact, he sat with Greg on the southernmost picnic table and watched the Defendant and her staff and clients leave the park from that position.
17. The Plaintiff pleads that the Defendant wanted only to damage the legal status of the Plaintiff by making false claims to police. The effect of the lies would be to cause police to examine the recognizance of bail signed by the Plaintiff with the intent of re-activating falsely laid criminal charges already put down, and having nothing to do with the Defendant. The Plaintiff pleads these actions were taken only to harm the reputation of the Plaintiff and to cost the Plaintiff time and money to defend. The Defendant set out in her email response (**Tab 8**) to humiliate the Defendant before the Town Council and the Animal Control officer. There was not need to take any action on receiving an email complaining of illegal activity in the dog park. It is purely malicious to try to get revenge on the Plaintiff by making false statements to police. It is particularly malicious to tell the Plaintiff to “..stop following me.” which infers that the Plaintiff was in fact stalking or following the Defendant around Town. This is the worst kind of lie and was purely vindictive and malicious in

nature. The Plaintiff asks for an award of \$5,000 for punitive damages and \$5,000 for aggravated damages because the actions of the Defendant were undertaken with malice ONLY to humiliate the Plaintiff.

TABS INDEX

Tab 1 - Canine Commons aerial view

Tab 2 - "Time 4 Paws", a commercial dog walking and boarding services company

Tab 3 – Contract PKS-11-015 signed by the Plaintiff in 2013 and 2015 for 5 years

Tab 4 – Price list of commercial dog walking business "Time 4 Paws" showing the Canine Commons venue

Tab 5 – Photograph of Greg's leg showing the damage of the mud

Tab 6 – Rules posted on a sign at the entry gates of Canine Commons

Tab 7 – Email May 10, 2018 to Aurora Animal Control Officer Brad Dewar and copied to "Time 4 Paws"

Tab 8 – Defendant's email to the Plaintiff May 10, 2018, stating she had reported him to police for emailing and "following"

Tab 9 – "Public Mischief" as defined by the Criminal Code