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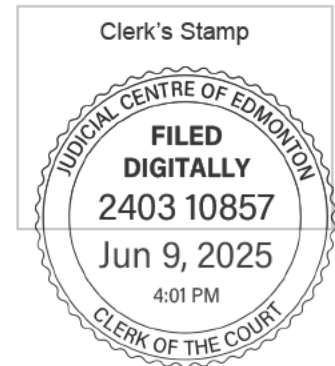
COURT COURT OF KING'S BENCH OF
ALBERTA

JUDICIAL CENTRE Edmonton

APPLICANT Edmonton Prolife Society

RESPONDENT Explore Edmonton Corporation

DOCUMENT **STATEMENT OF APPLICANT'S
CLAIM**



ADDRESS FOR SERVICE
AND
CONTACT INFORMATION
OF
PARTY FILING THIS
DOCUMENT

CHARTER ADVOCATES CANADA

[REDACTED]

-AND-

PEJOVIC LAW
Allison Kindle Pejovic

[REDACTED]

Statement of facts relied on:

The Parties

1. The Applicant, Edmonton Prolife Society (“EPL”) is a non-profit society incorporated in 1981 pursuant to the *Societies Act*. Its head office is located in Edmonton.
2. Its purpose is to provide education and information to the public on life issues. The Applicant’s purpose is to promote the message that human life begins at conception and ends at natural death, and that human life is invaluable regardless of age, race, ability, sex or intellect, and worthy of cherishing and protecting. The Applicant’s purpose is to bring

awareness of these issues to the public, and to provide information on life-affirming choices when faced with an unplanned pregnancy or compassionate end of life care.

3. The Applicant is committed to thoughtful, informed, and respectful discussions on topics related to life issues, such as abortion and medically assisted suicide. The Applicant engages with the public through various means, such as advertising campaigns, public outreach and newsletters to promote its views.
4. The Respondent, Explore Edmonton Corporation (“**EE**”) is a not-for-profit corporation. It is controlled by the City of Edmonton (“**the City**”), which is its sole shareholder. It was incorporated pursuant to the *Companies Act*, on June 18, 1992, under the name “Economic Development Edmonton” and has continued under the current name.
5. The City appoints the Respondent’s directors, and may remove them at the City’s discretion at any time.
6. The Respondent is the City’s destination management and marketing organization. Among other things, it is responsible for promoting tourism, small businesses, and economic growth in Edmonton. It is responsible for establishing, maintaining and managing facilities and venues.
7. The largest events the Respondent organizes and manages are KDays, FarmFair International, and the Edmonton Pro Rodeo.

KDays and the Applicant’s Previous Participation

8. KDays is an exhibition of various vendors, presenters and entertainers, and has been held in Edmonton for over 130 years in various forms. Currently, it is held every July at the Edmonton EXPO Centre and Exhibition Grounds. KDays has been organized by the Respondent since 2022 when it took over from the previous organizer. The Edmonton EXPO Centre and Exhibition Grounds on which KDays takes place is owned by the City and managed by the Respondent.
9. KDays has indoor exhibition halls or outdoor spaces where various groups and businesses can rent booth spaces to sell products, services or share information. KDays is not restricted

to commercial vendors and non-profit organizations of diverse viewpoints often participate as vendors through setting up booths at KDays to share their views.

10. As the organizer of KDays, the Respondent is responsible for approving or denying vendor applications. The Respondent may create guidelines and criteria for approval of a vendor's application.
11. The Applicant has participated at each KDays since around 1985 or 1986 until 2020, when KDays was cancelled due to the Covid-19 pandemic. The Applicant participated by having a vendor booth there and distributing information and engaging with guests. The expressive content in the booths was to promote the Applicant's purpose in sharing information about its views.
12. The Applicant's booth at KDays has remained substantially the same throughout its time participating. It provides materials on life issues and also displays anatomically accurate models depicting the development cycle of an unborn child. Volunteers are at the booth to answer questions and engage with guests on issues of life. Volunteers are instructed to always remain respectful when engaging with people interested in the booth.
13. Prior to its incorporation, individuals who eventually incorporated the Applicant also participated in KDays with a booth distributing similar materials to the Applicant's.

The 2022 KDays Application

14. On January 17, 2022, the Applicant submitted its vendor application for KDays 2022.
15. On July 5, 2022, the Respondent offered the Applicant via email a booth at KDays, pursuant to its vendor application.
16. On July 5, 2022, the Applicant responded via email that it was accepting the offer of a vendor booth at KDays 2022.
17. On July 13, 2022, the Respondent informed the Applicant it was unilaterally cancelling the vendor booth without any explanation.

18. On July 26, 2022, the Applicant through counsel sent the Respondent a letter, asking that the Respondent honour its contractual and constitutional obligations by allowing the booth that was initially granted.
19. On July 28, 2022, the Respondent through its counsel responded that it was refusing to grant the Applicant's booth. The Respondent provided no reasons to the Applicant why it was rescinding the vendor booth.
20. Internal email exchanges by the Respondent's employees and officers showed that the Respondent was looking for ways to deny the Applicant from participating in KDays. The Respondent's employees and officers stated that they disliked the Applicant's message and were of the opinion that their presence made guests uncomfortable.
21. The Respondent was biased against the Applicant in making its decision to unilaterally rescind the offer of a vendor booth. The decision to rescind was made to specifically target the Applicant's message and prevent the Applicant from expressing its message at KDays 2022.

The 2024 KDays Application

22. On February 8, 2024, the Applicant submitted an application for KDays 2024.
23. On May 14, 2024, the Applicant received notice via email that its application was rejected by the Respondent for either (i) not meeting vendor criteria in the KDays Handbook 2024 or (ii) availability of space. No further reasons were provided to the Applicant by the Respondent.
24. The Respondent was biased against the Applicant in making its decision to unilaterally rescind the offer of a vendor booth. The decision to deny the vendor booth application was made to specifically target the Applicant's message and prevent the Applicant from expressing its message at KDays 2024.

Impact of Denial From Vendor Booth on Applicant

25. KDays is one of the major public events that the Applicant relies on to promote its message and engage with members of the public. Denial of the Applicant's vendor booth has reduced

its ability to express its message, and also deprived KDays guests from an opportunity to hear and see the Applicant's message.

Charter Issues

26. Denial of the vendor booth for both KDays 2022 and 2024 denied the Applicant's freedom of expression guaranteed under section 2(b) of the *Charter*. The Applicant was unable to display its expressive content at KDays 2022 and 2024, which is an important venue for its public outreach objectives.

Remedies Sought:

27. The Applicant seeks:
- a. A declaration pursuant to section 24(1) of the *Charter* that:
 - i. the Respondent's unilateral cancellation of the Applicant's booking at KDays 2022 was an unreasonable and unjustifiable violation of section 2(b) of the *Charter*, and
 - ii. that the Respondent's denial of the Applicant's KDays 2024 vendor application was an unreasonable and unjustifiable violation of section 2(b) of the *Charter*, and
 - b. an order that no costs be awarded for or against the Applicant; and
 - c. Such further and other relief as this Honourable Court deems just.

NOTICE TO THE RESPONDENT(S)

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 King's Bench at Edmonton, Alberta, AND serving your statement of defence or a demand for notice on the applicant's(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 law suit 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(s) against you.