

Court File Number: MC-493-2026

IN THE COURT OF KINGS BENCH OF NEW
BRUNSWICK

TRIAL DIVISION

JUDICIAL DISTRICT OF MONCTON

BETWEEN:

**BURN 24/7 CANADA WORSHIP
MINISTRIES SOCIETY**

Plaintiff

- and -

**THE CORPORATION OF THE CITY OF
MONCTON**

Defendant

**NOTICE OF ACTION WITH
STATEMENT OF CLAIM ATTACHED
(FORM 16A)**

TO: The Corporation of the City of
Moncton



LEGAL PROCEEDINGS HAVE BEEN
COMMENCED AGAINST YOU BY FILING
THIS NOTICE OF ACTION WITH
STATEMENT OF CLAIM ATTACHED.

COUR DU BANC DU ROI DU
NOUVEAU-BRUNSWICK

DIVISION DE PREMIÈRE INSTANCE

CIRCONSCRIPTION JUDICIAIRE DE
MONCTON

ENTRE:



Demandeur

- et -

Defendeur

**AVIS DE POURSUITE ACCOMPAGNÉ
D'UN EXPOSÉ DE LA DEMANDE
(FORMULE 16A)**

DESTINATAIRE:

PAR LE DÉPÔT DU PRÉSENT AVIS DE
POURSUIITE ACCOMPAGNÉE D'UN
EXPOSÉ DE LA DEMANDE, UNE
POURSUIITE JUDICIAIRE A ÉTÉE
ENGAGÉE CONTRE VOUS.

If you wish to defend these proceedings, either you or a New Brunswick lawyer acting on your behalf must prepare your Statement of Defence in the form prescribed by the Rules of Court and serve it on the plaintiff or the plaintiff's lawyer at the address shown below and, with proof of such service, file it in this Court office together with the filing fee of \$50,

- (a) if you are served in New Brunswick, WITHIN 20 DAYS after service on you of this Notice of Action with Statement of Claim Attached, or
- (b) if you are served elsewhere in Canada or in the United States of America, WITHIN 40 DAYS after such service, or
- (c) if you are served anywhere else, WITHIN 60 DAYS after such service.

If you fail to do so, you may be deemed to have admitted any claim made against you, and without further notice to you, JUDGMENT MAY BE GIVEN AGAINST YOU IN YOUR ABSENCE.

You are advised that:

- (a) you are entitled to issue documents and present evidence in the proceeding in English or French or both;
- (b) the plaintiff intends to proceed in the English language; and
- (c) your Statement of Defence must indicate the language in which you intend to proceed.

Si vous désirez présenter une défense dans cette instance, vous-même ou un avocat du Nouveau-Brunswick chargé de vous représenter devrez rédiger un exposé de votre défense en la forme prescrite par les Règles de procédure, le signifier au demandeur ou à son avocat à l'adresse indiquée ci-dessous et le déposer au greffe de cette Cour avec un droit de dépôt de \$50 et une preuve de sa signification:

- (a) DANS LES 20 JOURS de la signification qui vous sera faite du présent avis de poursuite accompagné d'un exposé de la demande, si elle vous est faite au Nouveau-Brunswick, ou
- (b) DANS LES 40 JOURS de la signification, si elle vous est faite dans une autre région du Canada ou dans les États-Unis d'Amérique ou
- (c) DANS LES 60 JOURS de la signification, si elle vous est faite ailleurs.

Si vous omettez de le faire, vous pourrez être réputé avoir admis toute demande formulée contre vous et, sans autre avis, JUGEMENT POURRA ÊTRE RENDU CONTRE VOUS EN VOTRE ABSENCE.

Sachez que:

- (a) vous avez le droit dans la présente instance, d'émettre des documents et de présenter votre preuve en français, en anglais ou dans les deux langues;
- (b) le demandeur a l'intention d'utiliser la langue _____; et
- (c) l'exposé de votre défense doit indiquer la langue que vous avez l'intention d'utiliser.

If you pay to the plaintiff or the plaintiff's lawyer the amount of the plaintiff's claim, together with the sum of \$100 for the plaintiff's costs, within the time you are required to serve and file your Statement of Defence, further proceedings will be stayed or you may apply to the court to have the action dismissed.

THIS NOTICE is signed and sealed for the Court of King's Bench by

_____,
Clerk of the Court at
Moncton, New Brunswick, on the _____ day of
December, 2025

Moncton Law Courts
145 Assumption Blvd.
P.O. Box 5001
Moncton NB E1C8R3

Si, dans le délai accordé pour la signification et le dépôt de l'exposé de votre défense, vous payez au demandeur ou à son avocat le montant qu'il réclame, plus \$100 pour couvrir ses frais, il y aura suspension de l'instance ou vous pourrez demander à la cour de rejeter l'action.

CET AVIS est signé et scellé au nom de la Cour du Banc du Roi par

_____,
Greffier de la Cour à
Moncton, New Brunswick, ce _____, jour de
2025.

STATEMENT OF CLAIM

Relief

1. The plaintiff, Burn 24/7 Canada Worship Ministries Society (“**Burn 24/7 Canada**”)

claims:

- (a) monetary damages in the amount of \$50,000 pursuant to section 24(1) of the *Canadian Charter of Rights and Freedoms*, being Part 1 of the *Constitution Act, 1982*, being Schedule B to the *Canada Act 1982 (UK), 1982, c 11* (the “**Charter**”);
- (b) declaratory relief pursuant to section 24(1) of the *Charter* that the plaintiff’s freedom of expression has been infringed, as described herein;
- (c) an order that no costs of this proceeding be awarded to or against any party, regardless of the outcome; and
- (d) such further and other relief as counsel may advise and this Court considers appropriate.

The Parties

2. Burn 24/7 Canada is a Christian non-profit organization whose central focus is to call the Christian church to its first and greatest commandment: to “Love the Lord your God with all your heart and with all your soul and with all your mind.” In fulfilling this aim, Burn 24/7 Canada organizes musical worship and prayer events across Canada.

3. The defendant, The Corporation of the City of Moncton (the “**City**”) is a municipal corporation pursuant to the *Local Governance Act*, SNB 2017, c 18, as amended. Its head office is located at 655 Main Street, Moncton.

Background

4. In the spring of 2025, Burn 24/7 Canada began organizing a summer tour entitled “Let us Worship” (the “**Tour**”). The purpose of the Tour was to bring Christian worship and the

message of the Christian Gospel to cities across Canada. The Tour was scheduled to take place in eastern Canada from July 23-27, 2025, and in western Canada from August 20-24, 2025.

5. The Tour included American Christian worship leader Sean Feucht. Feucht became controversial in Canada in the summer of 2025 due to his expression of conservative Christian values and his public support for the elected president of his country.

6. All events on the Tour were free, non-ticketed, and open to the public at large. This was made possible by financial donations which were received primarily from attendees of the Tour's various events.

7. Beginning on or about April 4, 2025, Burn 24/7 Canada and the City were in correspondence about a proposed concert and worship service to take place on July 24, 2025, at Riverfront Park in Moncton (the "**Event**"). The Event was the Moncton leg of the Tour.

8. Riverfront Park is a public park in Moncton. It is offered by the City as a site for events of all kinds, subject to the City's approval.

9. In keeping with the purpose of the Tour, the purpose of the Event was to bring Christian worship and the message of the Gospel to the residents of Moncton and surrounding area. For clarity, the Event, were it allowed to proceed, would not have included the personal or political views of worship leader Sean Feucht.

10. Throughout its correspondence Burn 24/7 Canada complied with all of the City's requests for information including providing a "site plan" and insurance information.

11. On or about April 30, 2025, the City approved Burn 24/7 Canada's application to hold the Event.

12. Correspondence between Burn 24/7 Canada and the City continued after the April 30, 2025, approval regarding logistical details such as porta potties, the availability of potable water, and precise timing. Burn 24/7 Canada continued to comply with all City requests.

13. The Event was, at all material times, protected expression pursuant to section 2(b) of the *Charter*.

The Cancellation

14. On or about July 22, 2025, just two days prior to the Event, the City unilaterally revoked the booking and cancelled the Event (the “**Cancellation**”). The Cancellation was communicated via email. The City’s reasons for the Cancellation were as follows:

“Following a thorough review, the event was found to be non-compliant with the City’s Code of Conduct in City Facilities.”

“In addition, due to evolving safety and security considerations, including confirmation of planned protests, the City has determined that the event poses potential risks to the safety and security of community members, event attendees, and organizers.”

15. The Event was in fact compliant with any reasonable interpretation of the City’s *Code of Conduct in City Facilities*. In particular, it would not have included any “...verbal or physical violence, threats, aggressive or inappropriate behaviour, harassment, bullying or discrimination...”

16. The purported “*safety and security considerations*” were entirely related to the anticipated hostile reaction of individuals opposed to the Event and/or Sean Feucht, not the Event itself.

17. Burn 24/7 had a security plan in place which included a team of trained volunteers to act as security during the Event.

18. The purported “*safety and security considerations*”, and in particular a “planned protest”, were not a legitimate or reasonable justification to cancel the Event.

19. In purpose and effect, the Cancellation was a result of the content, or the perceived content, of the Event. In particular, this includes Sean Feucht’s expression of conservative Christian values and his public support for the elected president of the United States.

Infringement of Burn 24/7 Canada’s *Charter* Rights

20. As a municipal corporation the City’s actions, including the Cancellation, are subject to review under the *Charter*.

21. Prior to unilaterally cancelling the Event and quelling Burn 24/7 Canada’s expression, the City had a duty pursuant to the *Charter* to work with Burn 24/7 Canada to alleviate any purported safety concerns and to enquire as to whether the content and character of the Event would be compliant with the City’s *Code of Conduct in City Facilities*. The City did not do so.

22. Further, in cancelling the Event, the City gave priority to the expressive values of those opposed to Burn 24/7 Canada’s message, thus yielding to the “heckler’s veto”.

23. By cancelling the Event with no reasonable basis, the City infringed Burn 24/7 Canada’s freedoms under section 2(b) of the *Charter*.

Harm and Damages

24. Following notification of the last-minute Cancellation, Burn 24/7 Canada organized a replacement venue, namely: “Bar None Camp” in Taxis River, New Brunswick. The replacement venue was finalized just hours prior to the planned worship service on July 24, 2025.

25. Taxis River is a remote location in the interior of New Brunswick. It is an approximately 1-hour drive from the closest city (Frederickton) and an approximately 2-hour and 20-minute drive from Moncton.

26. Bar None Camp in Taxis River was the only venue available to Burn 24/7 Canada given the last minute nature of the Cancellation.

27. The rural and remote nature of the Bar None Camp location hindered the ability of many would-be-Event-goers from attending. Burn 24/7 Canada was expecting an attendance of approximately 1000 persons at the Event. As a result of being forced to proceed in Taxis River, approximately 200 persons attended.

28. As a result of the significant reduction in attendees, donations made to Burn 24/7 Canada during the Event were significantly reduced. Burn 24/7 Canada relies on these donations to cover the Tour's cover fixed costs.

29. The Cancellation resulted in massive inconvenience and stress to Burn 24/7 Canada staff, employees, and volunteers as they were forced to work out the logistical and other details necessary to coordinate a replacement venue at the last minute.

30. The Cancellation further caused Burn 24/7 Canada to incur expenses, as well as to throw away previously incurred expenses, as follows:

- (a) liability insurance policy;
- (b) printing costs for outreach materials;
- (c) portable toilets; and
- (d) fuel to travel to Taxis River;

Charter Damages

31. The infringement of section 2(b) of the *Charter* warrants damages to compensate Burn 24/7 Canada for its pecuniary and non-pecuniary losses, vindicate the rights in question, and deter future breaches. These infringements are not trivial. They relate to fundamental civil liberties that underpin Canadian democracy and they caused serious harm.

32. The City does not enjoy an immunity from damages in these circumstances based on good governance considerations or any other countervailing considerations that could outweigh the importance of compensation, vindication, and deterrence and displace the general rule that damages are warranted where causes of action have been made out and harms have been caused.
33. There are no countervailing factors sufficient to negate an award of damages.

Costs

34. Burn 24/7 Canada does not seek costs, whether successful or not. In all the circumstances of this case, Burn 24/7 Canada is a public interest litigant. Accordingly, no costs should be ordered against it, regardless of the outcome of this proceeding.

Jurisdiction

35. Burn 24/7 Canada proposes that this action be tried at Moncton, New Brunswick.

DATED at Belleville Ontario, this 30th day of July, 2026



CHARTER ADVOCATES CANADA

Christopher Fleury, LSO #67485L

Hatim Keir, LSO #79576J