

COURT FILE NO.

COURT

COURT OF KING'S BENCH OF ALBERTA

JUDICIAL CENTRE

EDMONTON

PLAINTIFF

EA STUDIOS (JASPER) LTD.

DEFENDANTS

CORY DINGLE and NORVAL MORRISSEAU ESTATE LTD.

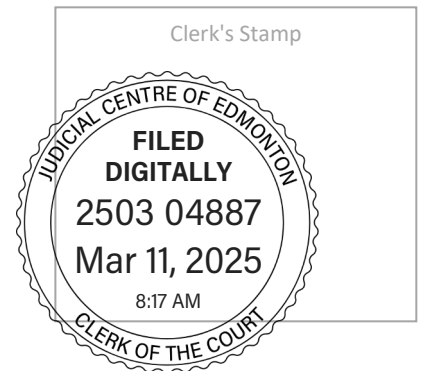
DOCUMENT

STATEMENT OF CLAIM

ADDRESS FOR
SERVICE AND
CONTACT
INFORMATION OF
PARTY FILING THIS
DOCUMENT

BRAD ANGOVE
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NOTICE TO DEFENDANT(S)

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.

Note: State below only facts and not evidence (Rule 13.6)

Statement of facts relied on:

The Parties

1. The Plaintiff, EA Studios (Jasper) Ltd., is a corporation incorporated under the laws of Alberta, with its principal office in Calgary, Alberta, which has operated since 1973 as a souvenir and art retailer.
2. The Defendant Cory Dingle ("Dingle") is an individual residing in British Columbia and California, USA.
3. The Defendant Norval Morrisseau Estate Ltd. ("NMEL") is a corporation incorporated under the laws of British Columbia, with its principal office in Vancouver, British Columbia.

Background

4. The Plaintiff has, since the 1980's, been a dealer of artworks by one of Canada's best-known artists, Norval Morrisseau ("Norval").
5. The Plaintiff and its founding principal, Mr. Galal Helmy ("Helmy"), had a positive long-term friendship and business relationship with Norval.
6. In 2007, Norval died. Under his will, he granted all of his estate to Gabor Vadas ("Vadas"). Norval's biological children, Lisa Morrisseau ("LM"), Eugene Morrisseau ("EM"), Victoria Kakegamic ("VK") and Peter Morrisseau ("PM"), and three others (collectively the "Adult Children"), then litigated in British Columbia to share in Norval's estate, resulting in a settlement to share the estate's property between Vadas and the Adult Children.
7. Vadas and the Adult Children are all shareholders in NMEL.
8. In the years leading up to Norval's death, he fought to stop the proliferation in the marketplace of fake and fraudulent artworks that were illegal copies and derivatives of his work (the "Fraudulent Works").
9. From at least the early 2000's on, for financial gain, the Adult Children supported and promoted the authenticity of many of the Fraudulent Works, and assisted, by spreading false information, in undermining efforts to expose and stop the fraud.
10. From Norval's death on, Vadas did very little, and nothing effective, to stop the production and circulation of the Fraudulent Works.
11. In or about 2021, the Defendant Dingle began publicly holding himself out as the representative of "the estate of Norval Morrisseau" (the "Alleged Estate"), despite the assets of Norval's estate having been fully distributed. He also began making claims that said non-existent entity was the "official" representative of Norval's legacy and copyright, and of Vadas and the Adult Children. He also appears to have control of the corporate Defendant, NMEL.

12. It is the position of the Plaintiff that Dingle's actions, as set out below, are being undertaken both in his personal capacity and on behalf of NMEL.

Breach of Contract and Bad Faith

13. In or about the summer of 2023, in reliance upon Dingle's public and private representations, including without limitation representations to the Plaintiff that the Defendants do not sell Norval's works and that Dingle was the representative of Norval's actual estate, the Plaintiff entered into an agreement (the "Agreement") with the Defendants, or one or more of them, that included, *inter alia*, the following terms:
 - (a) the Plaintiff would allow the Alleged Estate to use its digital images of the artworks in its inventory, so that the Alleged Estate could use same for its database and for verification/authentication purposes in connection with an AI authentication software;
 - (b) the Plaintiff would provide the Alleged Estate with advertising space on its website and social media accounts;
 - (c) the Plaintiff would promote the Alleged Estate as the official estate of Norval Morrisseau;
 - (d) if Dingle referred any purchaser to the Plaintiff, a 10% referral fee would be paid to Dingle personally for any successful sale;
 - (e) if the Plaintiff was in discussions with a potential purchaser of Norval's art, the Plaintiff would put such purchaser into contact with the Alleged Estate, or Dingle on behalf of the Alleged Estate, and the Alleged Estate would provide reassurances to the Plaintiff's potential purchaser of the authenticity of the works in which the potential purchaser was interested.
14. The representations made by Dingle were relied upon by the Plaintiff in entering the Agreement.
15. At all material times, **Dingle was aware that the works in the Plaintiff's possession were and are authentic, and were received directly from Norval for good and proper consideration as part of the existing positive relationship between the Plaintiff and Norval.**

16. The Plaintiff performed its obligations under the Agreement, but Dingle and/or the Alleged Estate did not. Specifically, **Dingle and/or the Alleged Estate failed to reassure the Plaintiff's potential clients of the value and authenticity of the Plaintiff's works, and instead falsely disparaged the Plaintiff and then tried to, or did, convince said potential clients to purchase works from Dingle and/or the Alleged Estate.**
17. For the above reasons, the Plaintiff claims that the Defendants breached the Agreement and, *inter alia*, caused the Plaintiff to lose potential clients and the expected profits from the sale of various artworks.
18. Further, and in the alternative, the Defendants, or either of them, are liable to the Plaintiff for breach of the duty of good faith and honest contractual performance.
19. The Agreement was one in which cooperation of both the Plaintiff and the Defendants, or either of the Defendants, was necessary so as to achieve the objects of the Agreement, thereby giving rise to a duty of good faith performance at law.
20. Further, it was an implied term of the Agreement that the parties would be reasonable and honest with each other.
21. Dingle, in his personal capacity and on behalf of NMEL, deliberately mislead the Plaintiff both by way the representations made to the Plaintiff, and by way of his actions thereafter including deliberately breaching the Agreement and hiding the said breaches of the Agreement from the Plaintiff.
22. Dingle's actions were deliberately dishonest from the inception of the Agreement, thus breaching his duty of good faith and honest performance, and that of NMEL.

Defamation and Injurious Falsehood

23. Following the entering into of the Agreement, in or about March of 2024, the Plaintiff began to have concerns that the Defendants were not complying with the Agreement or acting in good faith. In order to determine what Dingle was saying to potential buyers of Norval's

artworks, the Plaintiff hired two private investigators, to pose as potential buyers who were interested in artworks being sold by the Plaintiff, to contact Dingle, and ask about the Plaintiff. In the course of their calls, on October 22 and 28, 2024, Dingle falsely and in a defamatory manner:

- (a) made no reference to the Agreement between the Defendants and the Plaintiff, and denied there being any relationship between them;
- (b) stated that the only and best place to purchase Norval's work is through "us";
- (c) stated that "we" are the "official" estate of Norval Morrisseau with the "official" catalogue of works;
- (d) stated that he doesn't know, or at least doesn't know much about, the Plaintiff, and that he has no knowledge of their inventory of works;
- (e) suggested that the Plaintiff does not help the cause of protecting or advancing the legacy of Norval Morrisseau "in any way";
- (f) implied that the Norval artworks in EA's inventory may be fakes;
- (g) implied that EA may have improperly taken advantage of Norval;
- (h) implied that Norval was upset with the Plaintiff's founder and sued him in relation to the unfair treatment to which Norval was subjected;
- (i) suggested that the current principal of the Plaintiff doesn't know much about Norval's art;
- (j) stated that it is the view of Norval's children that the Plaintiff "scammed" Norval;
- (k) stated that the relationship between Norval and the Plaintiff "went sour" after 1 year;
- (l) implied that Norval got "nothing" out of his relationship with the Plaintiff, and that the Plaintiff took and sold Norval's only personal belongings without his consent;
- (m) stated that the works for sale by the Defendants are "at a whole other level" compared to the works being offered by the Plaintiff.

(the "1st Defamatory Statements")

24. The Plaintiff discovered a social media post (the "2nd Defamatory Statements") published by the Defendants on May 31, 2024 in which the Defendants state that the only authorized, legal prints of Norval's work on the market are those sold by the Alleged Estate. This statement implies that the many authentic prints being sold by the Plaintiff, and others, are fraudulent (the 1st Defamatory Statements and the 2nd Defamatory Statements being, collectively, the "Defamatory Statements").

25. The Defamatory Statements are all parts of a campaign of false and defamatory statements made by the Defendants in an attempt to cause damage to the Plaintiff's reputation, and to the reputations of the Plaintiff's representatives.
26. It is plain and obvious to anyone with even minimal familiarity with the Plaintiff that the Defamatory Statements are in reference to it and to its representatives.
27. Each of the Defamatory Statements, and the components making up same, are false and defamatory on their own, as well as in combination with the other Defamatory Statements.
28. The Defendants communicated, and continue to communicate, the Defamatory Statements to additional individuals, by email or otherwise through the internet, by phone calls and in person, which communications and individuals are known to the Defendants.
29. The Defamatory Statements were and are understood by those hearing or reading them in their common meanings, which are, generally or specifically speaking, that the Plaintiff, inter alia:
 - (a) is not well known, or approved of, by the "official" estate of Norval Morrisseau;
 - (b) is not as good a place to purchase Norval's artworks as the Alleged Estate;
 - (c) does not help protect or promote Norval's legacy;
 - (d) may be selling fake artworks;
 - (e) may have improperly exploited Norval when he was in a vulnerable state;
 - (f) had its founder sued by Norval for improperly exploiting him;
 - (g) is run by a person who knows little about Norval's art;
 - (h) is considered, by Norval's children, to be a scammer;
 - (i) had an acrimonious falling out with Norval after only 1 year;
 - (j) gave nothing, or nothing of lasting value, to Norval in their business and personal dealings;
 - (k) committed a criminal act by stealing and selling Norval's personal belongings;
 - (l) sells works that are of significantly less value and quality compared to those of the Alleged Estate;

(m) is, generally, an unethical organization of low moral character that sells inferior and possibly fake artworks that were obtained through an abusive, and possibly criminal, exploitation of a vulnerable Indigenous artist.

30. All of the Defamatory Statements are false.
31. The Defendants have been maliciously and intentionally communicating fabricated defamatory lies about the Plaintiff to the largest possible number of persons. The Defendants have been making, writing and publishing of the Defamatory Statements for this unlawful purpose, and are jointly and severally liable for the damages claimed herein.
32. The Defendants' false and fabricated public claims of their own expertise, history as protectors of Norval's legacy, and "official" status as the representatives and authenticators of that legacy have aggravated and amplified the harm to the Plaintiff.
33. As a consequence of the Defamatory Statements, the Plaintiff has suffered irreparable harm to its reputation.
34. The Plaintiff states that its reputation as an art dealer is particularly vulnerable to the Defendants' attacks because allegations of abuse of Indigenous Peoples are particularly damaging in the domain of Indigenous art, and purchasers of Indigenous art do not wish to make purchases that aggravate the past and present suffering inflicted on Indigenous Peoples.
35. The Plaintiff states that the Defamatory Statements were premeditated, malicious and vindictive or, in the alternative, were communicated by the Defendants with reckless disregard for the injury and damages such statements would reasonably be expected to cause, and did in fact cause, to the Plaintiff's reputation.
36. The Plaintiff states that the Defendants published the Defamatory Statements knowing such statements were false, or with recklessness as to their truth or falsehood, and in bad faith.

37. The Plaintiff states that the Defendants published the Defamatory Statements with the **malicious intention of harming the Plaintiff's reputation and its representatives' well-being so that the Plaintiff would not be able to continue to sell Norval Morrisseau artworks or attract clients.**
38. Further, and in the alternative, the Defendants published the Defamatory Statements in order to steer the Plaintiff's clients or prospective clients to the Defendants' business.
39. On or about December 10, 2024 and December 13, 2024, the Plaintiff served notices to Dingle with respect to the Defamatory Statements, demanding he cease and desist from continuing communicate same and issue an apology. Despite this, the Defendants have failed and/or refused to publish a retraction or make any apology.
40. The Plaintiff claims general compensatory damages for the past, present and future damage to its reputation sustained by it as a result of the Defamatory Statements published by the Defendants.

Punitive Damages

41. The Plaintiff claims punitive damages based on the malicious, high-handed and oppressive, unrepentant nature of the Defendants' defamatory and other unlawful conduct towards the Plaintiff, and the clear attempts by the Defendants to surreptitiously disseminate the Defamatory Statements as widely as possible for maximum destructive effect.

Aggravated Damages

42. The Plaintiff claims aggravated damages as a result of the increased harm experienced by the Plaintiff as a result of the Defendants' unrepentant, harsh and malicious campaign of defamation and other unlawful acts against it, in which **the central objective of the Defendants' conduct has been to profit by destroying the Plaintiff's reputation** and its art community and business relationships.

43. The Plaintiff states that the Defamatory Statements referring to the inauthenticity or inferior quality of the Plaintiff's business and goods constitute injurious falsehoods and that the Defendants are liable for the losses of profit caused by the Defamatory Statements.

Injunctive Relief

44. The Plaintiff states that injunctive relief is necessary to protect the Plaintiff's reputation from further harm and preserve the value of Norval's works, which is being damaged by the proliferation of the Defamatory Statements, particularly as they relate to the potential inauthenticity of some of the works.

Remedy sought:

45. The Plaintiff claims, as against the Defendants, jointly and severally:
- (a) damages for breach of contract in an amount to be specified prior to the trial of this action;
 - (b) General damages, or alternatively punitive damages, in the amount \$100,000, or such further and other amount as may be proven at the trial of this action, for breach of the contractual duties of good faith and honest contractual performance;
 - (c) general damages for defamation in the amount of \$1,000,000;
 - (d) special damages for defamation in an amount to be specified prior to the trial of this action;
 - (e) damages for injurious falsehood in an amount to be specified prior to the trial of this action;
 - (f) aggravated damages in the amount of \$250,000, or such further and other amount as may be proven at the trial of this action;
 - (g) punitive damages in the amount of \$100,000, or such further and other amount as may be proven at the trial of this action;
 - (h) an order requiring the Defendants to prominently post, on the home page of the website www.officialmorriseau.com, for a minimum of 5 years, a copy of the court's judgment and reasons in this matter;

- (i) a permanent injunction restraining the Defendants from further disseminating false statements about the Plaintiff;
- (j) costs of this action on a solicitor and own client basis, or such other basis as this Honourable Court may order;
- (k) such further and other relief as this Honourable Court deems just and appropriate.

NOTICE TO THE DEFENDANT(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 plaintiff'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 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(s) against you.