
CANADA / JUDGMENT

Grosz v. Guo

2020 BCSC 997

COURT

Supreme Court of British Columbia

DECIDED

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2020 BCSC 997 Grosz v. Guo

IN THE SUPREME COURT OF BRITISH COLUMBIA

Citation:

Grosz v. Guo,

2020 BCSC 997

Date: 20200706

Docket: S178289

Registry: Vancouver

Between:

Robert W.G. Grosz

Plaintiff

And

Hong Guo and Guo Law Corporation

Defendants

Before: The Honourable Madam Justice Forth

Reasons for Judgment

re: Injunction Application

Plaintiff appearing in person:

Robert W.G. Grosz

Counsel for Defendants:

Sarah J. Nelligan

Counsel for the Law Society of British Columbia:

Gavin Hoekstra

Place and Date of Hearing:

Vancouver, B.C.

December 10, 2019 and

March 2, 2020

Place and Date of Judgment:

Vancouver, B.C.

July 6, 2020

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Introduction

- [1] Mr. Grosz is a former employee of the defendants, Hong Guo and Guo Law Corporation ("GLC"). The defendants claim that Mr. Grosz, while working as a paralegal, had access to a number of confidential documents and client files. They claim Mr. Grosz made electronic copies of documents that were confidential, some of which were covered by solicitor-client privilege (the "Documents").
- [2] The defendants became aware that Mr. Grosz was in possession of the Documents when he sent out an email to various recipients that attached: (1) a document entitled "News Release" dated November 6, 2019, and (2) his affidavit #2 in a different action made on November 5, 2019.
- [3] On December 9, 2019, the defendants filed a without notice application seeking a sealing order and injunction on the use of the Documents. The application was returnable on December 10, 2019 (the "Injunction Application"). As I am the case management judge appointed to manage this action, and a number of other actions involving Mr. Grosz, the application came before me.
- [4] Although it was filed as a without notice application, Mr. Grosz was given notice and appeared on December 10, 2019. During the hearing, Mr. Grosz agreed that the sealing order should be granted, and I made the sealing order. The hearing was not completed on that date and a continuation date was set for March 2, 2020. Mr. Grosz attended at and participated in both hearings.
- [5] At the December 10 hearing, Mr. Grosz sought an adjournment of the application so that he would have time to respond. During the hearing, Mr. Grosz confirmed that he had downloaded a number of files from GLC electronically. He explained that he used a flash drive and copied two directories. He agreed that some of the Documents were covered by solicitor-client privilege. Since the defendants were not aware of the nature and extent of the documents that were downloaded, an order was made for Mr. Grosz to provide a complete

copy of the documents that he had downloaded to be delivered to the defendants.

[6] I made the following order on December 10, 2019 (the "December Order"):

1. Robert W.G. Grosz will provide an electronic copy of all documents copied from any Guo Law Corporation directory or directories, other than his personal and confidential documents, (collectively, the "GLC Documents") to Hong Guo and Guo Law Corporation care of their counsel at Dentons Canada LLP (attention: Sarah Nelligan and/or David Wotherspoon).
2. If Mr. Grosz still has in his possession an electronic record of the GLC Documents, Mr. Grosz will deliver a copy of that electronic record to the attention of Sarah Nelligan and/or David Wotherspoon at Dentons Canada LLP on or before 4 pm December 20, 2019.
3. If Mr. Grosz no longer has in his possession an electronic record of the GLC Documents, Mr. Grosz will deliver a copy of all of the GLC Documents to the attention of Sarah Nelligan and/or David Wotherspoon at Dentons Canada LLP on or before 4 pm January 15, 2020.
4. Subject to paragraph 5 below, Mr. Grosz is hereby restrained from using, copying, disclosing, transmitting or conveying any of the GLC Documents to anyone until further order of this Court.
5. Mr. Grosz has leave to make use of the GLC Documents at the hearing scheduled December 12, 2019 before the Provincial Court of British Columbia in matter 255093-1.
6. On or before 4 pm on January 15, 2020, Mr. Grosz will file and serve his Application Response and any supporting affidavits in response to the Notice of Application of Hong Guo and Guo Law Corporation filed herein on December 9, 2019.
7. On or before 4 pm on February 5, 2020, Hong Guo and Guo Law Corporation will file and serve any Reply materials and any supporting affidavits.
8. The Hearing of the Notice of Application of Hong Guo and Guo Law Corporation filed herein on December 9, 2019 will continue before The Honourable Madam Justice Forth on March 2, 2020 for a full day.
9. The approval as to the form of this Order by Robert W.G. Grosz and Gavin Hoekstra be and is hereby dispensed with.

The plaintiff's request for an adjournment

- [7] Mr. Grosz appeared on March 2, 2020 and sought an adjournment of the continuation of the Injunction Application. Mr. Grosz did not comply with para. 6 of the December Order as no application response was filed. His bases for seeking an adjournment were:

1. the Supreme Court of British Columbia and the Court of Appeal for British Columbia no longer have jurisdiction over this matter since the matters are now before the Federal Court of Canada;
 2. the Injunction Application should not be heard until a recusal application in this action and in all other actions for which I am the case management judge has been made by the plaintiff; and
 3. he is overwhelmed and ill.
- [8] That adjournment was denied. Since I did not have the opportunity to provide the parties with reasons for denying the adjournment, the following are those reasons.

Jurisdictional Submission

- [9] At a hearing on February 26, 2020 in the Grosz v. Jones action, Van. Reg. S1912718, Mr. Grosz handed up a binder titled "Jurisdiction Response of Robert W.G. Grosz". He sought to rely on those same materials in seeking an adjournment for this matter. The essence of Mr. Grosz's argument is that, since he has sought to commence an action in the Federal Court of Canada that involves the defendants in this action, and a number of other individuals and entities, the British Columbia Supreme Court and Court of Appeal no longer have any jurisdiction to hear any matter that is covered in the proposed Federal Court Action.
- [10] On February 17, 2020, Mr. Grosz sought to file a statement of claim in the Federal Court on behalf of himself and a society he incorporated called the Minoru Stakeholders Society, of which Mr. Grosz was the only member at the filing date (the "Federal Court Action"). The defendants named in the proceeding are:
- a) Elisabeth Lang in her capacity as Superintendent of Bankruptcy;
 - b) FTI Consulting Canada Inc. as proposal trustee of GLC;
 - c) Law Society of British Columbia ("LSBC") as inspector for and custodian of GLC;
 - d) LSBC Captive Insurance Company Ltd. ("LCIC");
 - e) Brenda Lucki in her capacity as commissioner of the Royal Canadian Mounted Police ("RCMP");
 - f) David Vigneault in his capacity as director of Canadian Security Intelligence Service ("CSIS");
 - g) GLC;
 - h) Hong Guo, individually and as sponsor of GLC;
 - i) Farris LLP;
 - j) Maple Union Industry Inc.;
 - k) Garibaldi Springs Water Company Ltd.;

- l) Vancouver Soho Holding Ltd.;
- m) 1032821 B.C. Ltd.;
- n) Thind Properties Ltd.;
- o) Ying Kei Investment Inc.;
- p) Minoru View Homes Ltd.; and
- q) Dorset Realty Group Canada Ltd.

[11] The claims in the Federal Court Action include:

- a) Vancouver Soho Holding's investment capital was fraudulently derived from investors in China through Maple Union Industry and used to purchase Garibaldi Springs Water Company and properties in Richmond, B.C.;
- b) Ms. Guo created 1032821 B.C. Ltd. through a proxy with the intention of defrauding an investor of their interest in Vancouver Soho Holdings and in the Richmond properties;
- c) Thind Properties Ltd. entered into a fraudulent contract with Vancouver Soho Holdings regarding the Richmond properties, which were fraudulently transferred to Minoru View Homes Ltd.;
- d) Ms. Guo is an agent for the People's Republic of China;
- e) Ms. Guo, through various companies, "exported" millions of dollars from China in violation of currency restrictions to be paid into the GLC trust account to finance a real estate investment project;
- f) Ms. Guo stole millions of dollars from GLC's trust funds and failed to report revenue in its ledger;
- g) Ms. Guo used her law practice as a front for money laundering, usury, illegal gambling, drug dealing, extortion, and kidnapping;
- h) Ms. Guo made false complaints against Mr. Grosz to the RCMP;
- i) The LSBC failed in its duty to regulate Ms. Guo;
- j) The RCMP and CSIS failed to investigate and charge Ms. Guo of criminal offences;
- k) The LSBC and the LCIC made a fraudulent agreement with Ms. Guo to use LCIC funds to pay off the clients whose money had been taken from the GLC trust fund, which Ms. Guo would later repay. In doing so, they denied a remedy to Ms. Guo and GLC's other creditors;
- l) FTI is being used to launder profits from its subsidiaries for "covert purposes";
- m) FTI intentionally failed to register extra-provincially to avoid taxation;

- n) Ms. Guo and the FTI trustee entered into settlement agreements that constituted fraudulent preferences, and the Superintendent of Bankruptcy failed to intervene;
- o) The FTI trustee wrongfully removed Mr. Grosz as a creditor to GLC;
- p) FTI operated without a business licence in contravention of Vancouver City Bylaws, and the Superintendent of Bankruptcy failed to intervene;
- q) GLC made a fraudulent bankruptcy proposal and the Superintendent of Bankruptcy ignored Mr. Grosz's complaint about it;
- r) The Superintendent of Bankruptcy, the LSBC, the LCIC, Farris, FTI, GLC, and Ms. Guo are conspiring to violate the Bankruptcy and Insolvency Act;
- s) The LSBC, Chief Justice Hinkson, and two justices of the BC Supreme Court have an agreement to rule against Mr. Grosz in every application;
- t) The LSBC's claims of solicitor-client privilege are "ultra vires the Charter";
- u) Ms. Lui, director of Vancouver Soho Holdings, and Ms. Guo conspired with Thind Properties to defraud Chinese investors in a real estate project regarding the Richmond properties;
- v) Vancouver Soho Holdings fraudulently transferred the Richmond properties to Minoru View Homes in violation of the Fraudulent Conveyance Act;
- w) I "violat[ed] the legal and equitable rights of the victims of Guo's frauds, including the tenants and Grosz" by adjourning his application for a Mareva injunction to have the tenants of the Richmond properties' rent paid into court; and
- x) the RCMP is collaborating with the LSBC, LCIC, Superintendent of Bankruptcy, and others to restrain Mr. Grosz's rights.

[12] In his statement of claim, Mr. Grosz seeks:

to have transfer of the [Richmond] Properties from Soho to MVH declared fraudulent and unwound, have equitable ownership in the Properties declared in the name of Maple, and have Maple's interest in the Properties declared to have escheated to the Province of British Columbia, but in the alternative to have the Properties forfeited to the Province. In the hands of the Province Grosz then seeks to have the Properties sold and from the proceeds then make whole all the victims of Guo and [GLC] client trust fund theft, including the LCIC and Grosz, plus all the other persons with a lawful interest in them. In the interim, the [Minoru Stakeholders Society] asserts the remaining tenants' squatter rights should be enforced.

[13] Mr. Grosz submits that the Federal Court has jurisdiction under s. 17 of the Federal Courts Act, R.S.C. 1985, c. F-7; s. 21 of the Crown Liability and Proceedings Act, R.S.C. 1985, c. C-50; and ss. 14.01-14.02 of the Bankruptcy and Insolvency Act, R.S.C. 1985, c. B-3. He also submits that this Court lacks jurisdiction "as a matter of paramountcy".

[14] I disagree with Mr. Grosz's submission that this Court no longer has jurisdiction over this matter since he has attempted to file the Federal Court Action. To start, I note that the parties and the conduct at issue in the two matters are different. The matter before me involves Mr. Grosz's use and publication of documents he obtained in the course of his employment with Ms. Guo and GLC. The issue is whether in doing so, he committed a breach of confidence that warrants granting an injunction to prevent him from doing so again in the future. Although Mr. Grosz says that the Documents are evidence of the allegations he makes in the Federal Court Action, the matter before me does not involve any claims against the Federal Crown, the Attorney General or the Superintendent of Bankruptcy. I also note that at the time of this application, it was not clear that the statement of claim had been accepted for filing in the Federal Court.

[15] Section 17 of the Federal Courts Act provides:

Relief against the Crown

17 (1) Except as otherwise provided in this Act or any other Act of Parliament, the Federal Court has concurrent original jurisdiction in all cases in which relief is claimed against the Crown.

Cases

- (2) Without restricting the generality of subsection (1), the Federal Court has concurrent original jurisdiction, except as otherwise provided, in all cases in which
 - (a) the land, goods or money of any person is in the possession of the Crown;
 - (b) the claim arises out of a contract entered into by or on behalf of the Crown;
 - (c) there is a claim against the Crown for injurious affection; or
 - (d) the claim is for damages under the Crown Liability and Proceedings Act.

Crown and subject: consent to jurisdiction

- (3) The Federal Court has exclusive original jurisdiction to hear and determine the following matters:
 - (a) the amount to be paid if the Crown and any person have agreed in writing that the Crown or that person shall pay an amount to be determined by the Federal Court, the Federal Court -- Trial Division or the Exchequer Court of Canada; and
 - (b) any question of law, fact or mixed law and fact that the Crown and any person have agreed in writing shall be determined by the Federal Court, the Federal Court -- Trial Division or the Exchequer Court of Canada.

Conflicting claims against Crown

- (4) The Federal Court has concurrent original jurisdiction to hear and determine proceedings to determine disputes in which the Crown is or may be under an obligation and in respect of which there are or may be conflicting claims.

Relief in favour of Crown or against officer

- (5) The Federal Court has concurrent original jurisdiction
- (a) in proceedings of a civil nature in which the Crown or the Attorney General of Canada claims relief; and
- (b) in proceedings in which relief is sought against any person for anything done or omitted to be done in the performance of the duties of that person as an officer, servant or agent of the Crown.

Federal Court has no jurisdiction

- (6) If an Act of Parliament confers jurisdiction in respect of a matter on a court constituted or established by or under a law of a province, the Federal Court has no jurisdiction to entertain any proceeding in respect of the same matter unless the Act expressly confers that jurisdiction on that court.

[16] As I have stated, there is no relief claimed against the Crown in this action. I fail to see how s. 17 of the Federal Courts Act applies to the matters at issue in this case. I have also reviewed ss. 18-26 of the Federal Courts Act, and none of the other provisions conferring jurisdiction to the Federal Court appear to apply to the circumstances at issue in this litigation.

[17] Section 21(1) of the Crown Liability and Proceedings Act gives concurrent jurisdiction to the superior court of the province, being this Court in British Columbia, in all cases where a claim is made against the Crown, unless the Federal Court has exclusive jurisdiction. Under s. 21(2), this Court does not have jurisdiction in circumstances where there is a proceeding pending in Federal Court in respect of the same cause of action. Neither of these provisions apply, as there are no claims made against the Crown and the causes of action in this Court and the Federal Court are different, if it is the case that the action in the Federal Court has been accepted for filing. There was no evidence before me that Federal Court has accepted the Statement of Claim for filing.

[18] Finally, the doctrine of paramountcy does not assist Mr. Grosz. In circumstances where federal and provincial governments have both enacted valid legislation and there is a conflict between the federal and provincial legislation, the doctrine of paramountcy operates so that the federal law prevails: *Desgagnés Transport Inc. v. Wärtsilä Canada Inc.*, 2019 SCC 58 at para. 99. In this case, there is no dispute about conflicting federal and provincial legislation. The doctrine of paramountcy does not operate to mean that any time

the federal and provincial courts have concurrent jurisdiction over a matter, the federal court should get priority. In any case, as I have explained, I am not satisfied that there is any reason the matter before me would come within the jurisdiction of the Federal Court in a manner that denies this Court of its jurisdiction.

Recusal Submission

- [19] Mr. Grosz alleges that I am biased, not impartial, and not independent. This is the same argument that Mr. Grosz made when he sought to adjourn the applications to strike in the *Grosz v. Royal Trust Corporation of Canada* action. I dismissed his adjournment application in reasons indexed at 2019 BCSC 2195.
- [20] Mr. Grosz first indicated that he wanted me removed as the judge in all of his matters after he had received my reasons in *The Matryx Corporation v. Royal Trust Corporation of Canada*, indexed at 2019 BCSC 1993. He was unhappy with that decision.
- [21] To accommodate that request, I agreed to hear a recusal application on February 25, 2020. This date was set on January 23, 2020. Mr. Grosz did not file a notice of application seeking my recusal until February 24, 2020 and only served the defendants with the materials on the early morning of February 25, 2020. The recusal application was filed in the action *Minoru Stakeholders Society v. Minoru View Homes Ltd.*, Van. Reg. S200020 (the "Minoru Action").
- [22] The defendants were prepared to proceed on February 25, 2020 on the materials Mr. Grosz had filed. Mr. Grosz advised me that he wanted to file additional materials since he wanted to listen to all of the tapes of every proceeding I presided over to find "tidbits" of things I said to support his argument that I was biased. I gave Mr. Grosz the choice either to proceed on February 25, 2020 on the materials filed, or to adjourn to give him more time to prepare further materials. Mr. Grosz chose the option to adjourn. I advised him that this meant that I would hear all of the applications that had already been set, including the continuation of the Injunction Application.
- [23] On February 25, 2020, I ordered that Mr. Grosz had until 4 p.m. on April 20, 2020 to file and serve notices of applications and supporting affidavits in any action in which he was seeking to have me recuse myself. The defendants in those actions had until 4 p.m. on May 1, 2020, to file and serve reply materials. Mr. Grosz had until 4 p.m. on May 11, 2020 to file and serve any further reply materials. The recusal applications were set down to be heard at 10 a.m. on May 19, 2020 for one day.
- [24] On March 23, 2020, Mr. Grosz requested that all of his matters be adjourned. In my memorandum dated March 26, 2020, I granted his request to adjourn the deadlines and hearing set for May 19, 2020 respecting the planned recusal applications.

- [25] Mr. Grosz has sought adjournments of other applications on the basis that he wishes to have the recusal applications heard first. However, when given the opportunity to have those applications heard, he has not been prepared to proceed. The defendants are entitled to pursue the relief sought and should not be subjected to Mr. Grosz's ongoing delay tactics.
- [26] Mr. Grosz has admitted to being in possession of documents pertaining to a solicitor-client relationship, some of which he has published. There should be no further delay in having the merits of this application heard. The defendants are entitled to have the issue determined on its merits without any further delays.

Overwhelmed and Ill

- [27] I am the case management judge in five actions in which Mr. Grosz is the plaintiff and in one action in which Mr. Grosz seeks to be added as a party or be appointed a receiver. Mr. Grosz made this same argument in seeking an adjournment of the application to strike in the *Grosz v. Royal Trust Corporation of Canada* action.
- [28] The date to continue the hearing of the Injunction Application on March 2, 2020 was set on December 10, 2019. Mr. Grosz had until January 15, 2020 to prepare responsive materials. Since that date, Mr. Grosz has been very prolific in: sending numerous emails; incorporating a society so he could bring a lawsuit on its behalf; drafting pleadings in the *Minoru* Action; seeking to be involved in the Benchers hearings against the defendant, Hong Guo; commencing a private information against Ms. Guo in Provincial Court; setting down applications; and drafting lengthy affidavits. This is just a very broad sketch of some of the activities that he has been involved in to my knowledge as the case management judge.
- [29] Mr. Grosz has chosen to spend his time preparing certain documents instead of others, including the application response to the Injunction Application. Mr. Grosz is an experienced litigant and he is well aware of the deadlines imposed by the Court and those required under the Supreme Court Civil Rules. He is free to choose how to spend his time, but it would be unfair for the other parties to these actions to allow those choices to dictate the schedule in which these actions are heard. They are entitled to expect a "just, speedy and inexpensive" determination of the case on its merits: Rule 1-3(1).
- [30] It may be that Mr. Grosz is becoming overwhelmed with the number of legal matters he has started or wishes to become involved in. The situation he faces is not the responsibility of the defendants in this action. The comments made in my reasons in *Grosz v. Royal Trust Corporation of Canada*, 2019 BCSC 2195, apply equally here:

Plaintiff is Overwhelmed and had other more Urgent or Pressing Matters

- [34] The plaintiff may have perceived that the other matters he is dealing with were more urgent or pressing, but this perception is not a basis for disregarding the Rules.

- [35] From October 15, 2019, being the date he was served with the Boughton defendants' notice of application, to the date of the hearing of these applications, the plaintiff has taken the following actions: sent into the Supreme Court Scheduling approximately seven Requests to Appear, filed three notices of application for leave to appeal, composed numerous emails to Supreme Court Scheduling, prepared lengthy News Releases, and drafted hundreds of pages of materials in an action to which he is not a party. None of these steps should have taken priority to responding to the notices of application in the Second Action.
- [36] The plaintiff may be overwhelmed with the various steps he is taking, but he is making the choice to take these steps.
- [37] As the case management judge in the other action, it is my view that his application to be appointed a receiver in the bankruptcy matter should not have taken priority to responding to these notices of application.
- [31] In respect to feeling ill, Mr. Grosz advised that he had dental issues and in particular, that he had a molar removed on Thursday, February 27, 2020. As a result of his dental problems, he was not able to attend to his various legal issues. In addition, he claimed that he was suffering from deep physical and emotional fatigue.
- [32] I do accept that Mr. Grosz has taken on a great deal of legal matters. However, he made the choice to become involved in these proceedings. All of the litigants who come to court have many other issues in their lives that they are dealing with. It is understandable that even when best efforts are made to comply with the Rules, unforeseen circumstances arise and some delay may happen. However, the other applications and requests that Mr. Grosz decides to make in his other legal proceedings are not unforeseen. It is unfair to the defendants against whom Mr. Grosz has started numerous legal proceedings to wait indefinitely while Mr. Grosz deals with issues that are of his own making.
- [33] Mr. Grosz has known about the Injunction Application since at least December 10, 2019. Nearly three months passed between that date and the continuation date when he sought the adjournment. He had plenty of time to prepare a response before his dental appointment on February 27, 2020.
- [34] I was not prepared to grant a further adjournment considering how important this issue is. These are the reasons I did not grant the requested adjournment on March 2, 2020. The following are my reasons on the substance of the Injunction Application.

Background Facts

- [35] Mr. Grosz was employed as a designated paralegal with the defendant, GLC, from October 2016 to January 2017. During this period, Mr. Grosz performed some work on legal files and, in that capacity, had access to confidential documents and client files.

- [36] In January 2017, Mr. Grosz advised the defendant, Ms. Guo, that he was travelling briefly to the United States. Mr. Grosz was arrested at the border and held in a U.S. prison for just over three months.
- [37] Upon his return, Ms. Guo agreed to provide him with some further work.
- [38] By July 2017, Ms. Guo claims that Mr. Grosz had clashed with a number of professionals working for the defendants. Ms. Guo decided not to provide Mr. Grosz with any further work.
- [39] On or about July 4, 2017, Mr. Grosz attended at the office of GLC and he claims that he requested permission from the IT consultant to copy all directories that he created when he was working at the office. He claims that the IT consultant discussed this with Ms. Guo and she gave permission for him to copy the directories. Mr. Grosz claims that he never received instruction from Ms. Guo, until this application, to destroy anything. Ms. Guo denies that she authorized Mr. Grosz to retain any confidential and/or privileged materials after his employment was terminated.
- [40] On or about August 22, 2017, Ms. Guo confirmed to Mr. Grosz that any working relationship was terminated.
- [41] On November 4, 2019, Mr. Grosz sent an email to a number of recipients that provided a link to his Affidavit #3. His Affidavit #3 is unsigned but dated November 19, 2019. Affidavit #3 consists of 744 pages. It attaches numerous documents, including ones that Ms. Guo claims formed part of certain GLC client files.
- [42] On November 6, 2019, Mr. Grosz sent an email to a number of recipients that provided links to a document titled "News Release" and an Affidavit #2 of Mr. Grosz filed in the bankruptcy action, Van. Reg. B170021.
- [43] The News Release and Affidavit #2 reference and append documents that Ms. Guo claims that Mr. Grosz must have obtained during the course of his employment. She claims that some of the documents were confidential and others formed part of GLC's client files.
- [44] On December 12, 2019, Mr. Grosz delivered to counsel for the defendants two CDs purporting to be the documents that he had obtained during the course of his employment. The Documents that were electronically downloaded by Mr. Grosz fall into the following main categories:
- a. confidential GLC documents;
 - b. privileged documents of GLC clients;
 - c. privileged documents of the defendants;
 - d. LSBC investigative materials;
 - e. materials prepared by Mr. Grosz; and

f. publicly accessible documents.

[45] The CDs contained documents from approximately 100 client files. The names of the clients are identified, as are the file names. The documents also contain personal financial information respecting Ms. Guo and GLC. They further contain various records of third parties who had applied for accounting and articling positions at GLC. Finally, they contain documents respecting litigation in which the defendants were involved.

The Appropriate Legal Test

[46] The applicants rely on *British Columbia (Attorney General) v. Wale* (1986), 9 B.C.L.R. (2d) 333 (C.A.), *aff'd* [1991] 1 S.C.R. 62, and *Canadian Broadcasting Corp. v. CKPG Television Ltd.* (1992), 64 B.C.L.R. (2d) 96 (C.A.), for the test for granting injunctive relief. However, both of these cases dealt with applications for interlocutory injunctions. In my view, the application at bar is seeking permanent injunctive relief, and accordingly, a different legal test applies.

[47] An interim injunction is one that is granted where the applicant is in immediate need of protection before a full trial or hearing on the merits can be determined. By contrast, permanent injunctions are remedies granted after a final adjudication of the substantive claim. One way to assess whether the application should be treated as a final injunction as opposed to an interlocutory one is to ask whether the claim for an injunction could have been brought as an independent action. If so, the test for a final injunction should be applied: *Cambie Surgeries Corp. v. British Columbia*, 2010 BCCA 396 at paras. 29-30 [*Cambie Surgeries*].

[48] In this case, the injunction application could have been brought as an independent action for breach of confidence. Although the parties are the same and the application and the underlying action both relate to Mr. Grosz's employment with Ms. Guo and GLC, the substantive claims are different. There is no trial or other hearing scheduled to adjudicate the breach of confidence issue, and the parties do not seem to contemplate any further hearing on this issue. In addition, the language of the draft order appended to the notice of application is of a permanent, rather than a temporary, nature.

[49] For these reasons, I will proceed to consider whether to grant a permanent injunction. I will first consider whether the applicants have established their right to a permanent injunction--in other words, have they established that Mr. Grosz committed a breach of confidence? I will then consider the appropriate procedure with which to deal with the privileged documents, and whether a permanent injunction is the appropriate remedy. Finally, I will consider whether Mr. Grosz should be compelled to destroy the Documents in his possession.

Has Mr. Grosz committed a breach of confidence?

Legal Principles

[50] An action for breach of confidence recognizes that when a person acquires information which they know, or ought to know, is confidential, equity will act on their conscience to prevent any disclosure or misuse of the confidential information: *Telus Corporation v. Telecommunications Workers Union*, 2005 BCSC 642 at para. 24 [Telus]. To succeed in establishing a claim for a breach of confidence, three requirements must be met:

- a) the information must have the necessary quality of confidence to it;
- b) the information must have been imparted in circumstances in which an obligation of confidence arises; and
- c) there must have been a misuse of that confidential information to the detriment of the confider.

Lac Minerals Ltd. v. International Corona Resources, [1989] 2 S.C.R. 574 at 635; *Cadbury Schweppes Inc. v. FBI Foods Ltd*, [1999] 1 S.C.R. 142 at para. 19.

Parties' Positions

Position of the Defendants

[51] The defendants submit that Mr. Grosz has no legitimate interest in retaining, using, or disclosing confidential and privileged information that he wrongfully obtained from the defendants during the course of his employment. As a result of taking the confidential information, without the express permission of Ms. Guo or the clients who own the Documents, and using it for his own personal use and benefit, Mr. Grosz has committed a breach of confidence.

Position of the Plaintiff

[52] Mr. Grosz submits that he had permission from Ms. Guo to copy the Documents. He submits that he has a "lien" over certain of the privileged documents, although it is not clear to which documents he is referring.

[53] Mr. Grosz asserts that most of the Documents fall within an exception to solicitor-client privilege because they are criminal communications. He asserts that the Documents include illegal contracts between Ms. Guo and other individuals in furtherance of a conspiracy to commit fraud over Chinese investors. He further submits that the Documents include evidence of tax fraud.

Analysis

[54] I will address the three requirements of proving a breach of confidence, the first being whether the information in the documents has the necessary quality of confidence. To be confidential, information must either:

- a) "not be something which is public property and public knowledge", or
- b) be something "which is the result of work done by the maker upon materials which may be available for the use of anybody; but what makes it confidential is the fact that the maker of the document has used his brain and thus produced a result which can only be produced by somebody who goes through the same process."

Lac Minerals at 610, citing *Saltman Engineering Co. v. Campbell Engineering Co.* (1948), 65 R.P.C. 203 (C.A.) (leave to appeal to House of Lords refused), at 215.

- [55] The Documents consist of hundreds of sub files that were downloaded from Ms. Guo and GLC. The defendants concede that some of the sub files and documents are not confidential since they are documents within the public realm. However, the vast majority of the Documents are contained in client files, the private financial affairs of GLC, or documents that would be covered by litigation privilege. In my view, the documents, aside from the ones that are public documents, case authorities, or Continuing Legal Education materials, have the necessary quality of confidence. They are not public property or public knowledge, and some of them are covered by litigation privilege and solicitor-client privilege.
- [56] The second issue is whether the information was imparted in circumstances in which an obligation of confidence arises. An obligation to keep information confidential may arise expressly or by implication based on the circumstances and relationship of the parties: *No Limits Sportswear Inc. v. 0912139 B.C. Ltd.*, 2015 BCSC 1698 at para. 15.
- [57] Mr. Grosz was able to access the computer files because of his employment relationship with Ms. Guo and GLC. He concedes this. An employee of a law firm is under a duty to maintain the confidentiality of the files of that firm. Mr. Grosz has no right to make copies of client files and take those copies with him on the termination of his employment. I agree with the defendants' submissions that an employee has a duty not to misuse confidential information obtained during the course of employment: *RBC Dominion Securities Inc. v. Merrill Lynch Canada Inc.*, 2008 SCC 54 at para. 18.
- [58] The final requirement is that there has been a misuse of the confidential information. Any use of confidential information other than a permitted use is prohibited and amounts to a breach of the duty of confidence. Where the confidential information was used, the user bears the onus of showing that the use was permitted: *Lac Minerals* at 642.
- [59] Mr. Grosz decided to publicize some of the Documents and information in the Documents in a "News Release", which he emailed to various third parties and to which he attached various documents, including his affidavit #2 in action B170021. Some of the documents included in these materials are copies of personal documents relating to Ms. Guo, GLC trust ledgers, GLC's bank account statements and cancelled GLC cheques. In my view, the dissemination of confidential material to third parties clearly was done without permission from GLC and Ms. Guo. I agree with Ms. Guo's statement that: "Mr. Grosz also began a concerted campaign of harassment, extortion and intimidation against me and GLC."

[60] Mr. Grosz argues that some of the documents he has used were also attached to an affidavit filed by a third party in another action. He claims that this supports that solicitor-client privilege has been waived. This does not provide a basis for Mr. Grosz to publish confidential documents covered by solicitor-client privilege. The following quote from *Calgary Regional Health Authority v. United Western Communications Ltd.*, 1999 ABQB 516 at para. 18, quoted with approval in *Fraser Health Authority v. Hospital Employees' Union*, 2003 BCSC 807 at para. 30, is apt:

The fact that the defendants, or some other person, have already sent this information on to others does not make it knowledge in the public domain. The defendants cannot by their actions take something which is confidential and turn it into something which is not. It still retains its protection.

[61] I am not persuaded that Ms. Guo gave Mr. Grosz permission to copy the confidential documents. Even if Ms. Guo had given Mr. Grosz permission to copy documents that were confidential only with respect to her, it would not cover the many client documents covered by solicitor-client privilege, as only the client can decide to waive solicitor-client privilege. In addition, I note that there is a difference between allowing Mr. Grosz to retain a copy of certain documents and allowing him to publish them. There is no evidence, from Mr. Grosz or otherwise, that Ms. Guo gave Mr. Grosz permission to publish the Documents.

[62] Mr. Grosz submits that solicitor-client privilege does not apply because the Documents constitute evidence of criminal offences. I accept that there is an exception to solicitor-client privilege (and to confidentiality generally) when the communications are themselves criminal or are made with a view to obtaining legal advice to facilitate a crime: *Descoteaux v. Mierzewski*, [1982] 1 S.C.R. 860 at 881-82. However, at this time, there is no evidence before me to support that the Documents themselves are criminal communications or that there is any basis on which this exception would apply aside from Mr. Grosz's bare assertions.

[63] Mr. Grosz chose to take, maintain, and then use the Documents to accomplish his own personal goals. There was no legitimate reason for him to do so.

[64] I am satisfied that the defendants have proven that Mr. Grosz has misused confidential information and such misuse will cause harm to the defendants. I find that Mr. Grosz has committed a breach of confidence.

What is the proper mechanism to deal with the Documents covered by solicitor-client privilege?

Parties' Positions

Position of the Plaintiff

- [65] Mr. Grosz submits that an "OTR process" should be followed in which the Court receives and seals the CDs and inspects them to determine whether they are truly privileged. Mr. Grosz says he attempted to open an OTR file, but the criminal court registry manager would not do so. He was told that what he was seeking did not fall within that procedure.
- [66] Mr. Grosz submits that the case of *Solicitor-Client Privilege of Things Seized (Re)*, 2019 BCSC 91, is the best authority for how the OTR process should unfold.

Position of the Defendants

- [67] The defendants did not comment on the appropriateness of the OTR process.

Analysis

- [68] Mr. Grosz claims that he should have been permitted to open an OTR file, and that a judge should review all the documents to determine which documents are covered by solicitor-client privilege. The process to which he refers applies in the context of a state investigation. When the state seeks to search a location in which there is a reasonable expectation that they will uncover materials covered by solicitor-client privilege, the common law requires that the lawyer and client or a representative of the Bar should be present to oversee the seizure of documents. If there is a contested claim of privilege, the issue must be judicially decided and the investigating authority can only inspect the documents if and when a judge determines that the documents are not privileged: *Lavallee, Rackel & Heintz v. Canada (Attorney General)*, 2002 SCC 61 at para. 49 [Lavallee]. This process applies after the authority has obtained a warrant to search the location at issue.
- [69] The circumstances in this case are very different from those in *Lavallee* or *Solicitor-Client Privilege of Things Seized (Re)*. This is not a case where a state authority is, pursuant to a judicially-authorized warrant, searching a location where there is a risk of them obtaining documents covered by solicitor-client privilege. It is clear that Mr. Grosz has already obtained documents covered by solicitor-client privilege in breach of confidence. The remaining question is whether an injunction is the appropriate remedy for the breach of confidence with respect to the documents covered by solicitor-client privilege and the other privileged and confidential documents.

Should a permanent injunction be granted?

Legal Principles

- [70] As noted above, the applicants base their submissions on the test for an interlocutory injunction. When it comes to interlocutory applications, the applicable test was set out in *RJR - MacDonald Inc. v. Canada (Attorney General)*, [1994] 1 S.C.R. 311, and modified slightly in the context of mandatory interlocutory injunctions in *R. v. Canadian Broadcasting Corporation*, 2018 SCC 5. The three questions to be asked are:
- a) Is there a serious question to be tried, in the sense that it is neither frivolous nor vexatious (or, where the party is asking for a mandatory injunction, is there a strong *prima facie* case)?
 - b) Will the applicant suffer irreparable harm if an injunction is refused?
 - c) Does the balance of convenience favour granting the injunction?
- [71] In considering whether to grant a permanent injunction, the test comes down to two questions: (1) has the party seeking the relief established its legal right to the injunctive order; and (2) is an injunction the appropriate remedy: *Cambie Surgeries* at para. 28, *Vancouver Coastal Health Authority v. Adamson*, 2020 BCCA 145 at paras. 34, 36.
- [72] Irreparable harm and balance of convenience are not, *per se*, relevant to a permanent injunction application. They are considered on interlocutory applications because the court does not have the ability to finally determine the matter in issue, whereas the legal rights of the parties are fully evaluated when considering a final injunction application. Nonetheless, some of the evidence that a court would use to evaluate irreparable harm and balance of convenience on an interlocutory application may also be considered in evaluating whether to grant a final injunction: *Cambie Surgeries* at paras. 27-28.
- [73] Final or permanent injunctions are an extraordinary remedy, and the court must exercise its discretion to grant such relief cautiously. Because of their potentially broad and restrictive scope, and the potential consequences of their breach (including being found in contempt of court), injunctive orders must be tailored to the specific circumstances of the case in which they are ordered, and they must not go beyond what is reasonably necessary to effect compliance: *Cambie Surgeries* at para. 39.
- [74] In *NunatuKavut Community Council Inc. v. Nalcor Energy*, 2014 NLCA 46 at para. 72, the Newfoundland and Labrador Court of Appeal held that the question of whether to grant a permanent injunction may be resolved by answering the following questions:
- (i) Has the claimant proven that all the elements of a cause of action have been established or threatened? (If not, the claimant's suit should be dismissed);
 - (ii) Has the claimant established to the satisfaction of the court that the wrong(s) that have been proven are sufficiently likely to occur or recur in the future that it is appropriate for the court to exercise the equitable jurisdiction of the court to grant an injunction? (If not, the injunction claim should be dismissed);

- (iii) Is there an adequate alternate remedy, other than an injunction, that will provide reasonably sufficient protection against the threat of the continued occurrence of the wrong? (If yes, the claimant should be left to reliance on that alternate remedy);
- (iv) If not, are there any applicable equitable discretionary considerations (such as clean hands, laches, acquiescence or hardship) affecting the claimant's prima facie entitlement to an injunction that would justify nevertheless denying that remedy? (If yes, those considerations, if more than one, should be weighed against one another to inform the court's discretion as to whether to deny the injunctive remedy.);
- (v) If not (or the identified discretionary considerations are not sufficient to justify denial of the remedy), are there any terms that should be imposed on the claimant as a condition of being granted the injunction?
- (vi) In any event, where an injunction has been determined to be justified, what should the scope of the terms of the injunction be so as to ensure that only actions or persons are enjoined that are necessary to provide an adequate remedy for the wrong that has been proven or threatened or to effect compliance with its intent?

[75] In my view, despite the differences in the tests for interlocutory and permanent injunctions, I have the information necessary to decide this application as the parties' submissions addressed the elements that I must consider in a permanent injunction application.

Positions of the Parties

Position of the Defendants

- [76] The defendants argue that all of the factors in favour of an injunction are present. Mr. Grosz has shown that he cannot be trusted to maintain the confidentiality of the Documents by his dissemination of documents covered by solicitor-client privilege and confidentiality to a broad range of third parties. They ask that he be compelled to destroy the documents to ensure that there will not be future breaches of confidence.
- [77] The defendants submit that damages are an inadequate remedy to address the harm arising from the disclosure of confidential and privileged information. Ms. Guo and her clients will suffer irreparable harm if the confidential and privileged documents continue to be disclosed. Furthermore, there is a strong public interest in protecting privileged and confidential information. In particular, solicitor-client privilege is fundamental to the proper functioning of the legal system and a cornerstone of access to justice.
- [78] Finally, the defendants submit that Mr. Grosz would not experience any harm from the injunction being granted as he was not entitled to obtain the confidential and privileged information in the first place and he has no legitimate interest in retaining it.

Position of the Plaintiff

- [79] Mr. Grosz submits that he should be entitled to use the Documents. He asserts that the documents are illegal contracts between Ms. Guo and other individuals in furtherance of a conspiracy to commit fraud over Chinese investors. He further submits that the documents are evidence of tax fraud. His theory is that Ms. Guo is trying to cover up and destroy evidence of indictable offences and he says that he has a responsibility to retain and use the Documents to disclose the fraud that he alleges Ms. Guo and GLC perpetrated.
- [80] Mr. Grosz assured the Court that there would be no further disclosure by him of any documents over which privilege or confidentiality has been asserted, with the exception of the criminal actions in the provincial court that he has sworn against Ms. Guo, "unless something unforeseen happened". He only intends to publish them to law enforcement or the Law Society, if summoned into a proceeding.
- [81] He argues that Ms. Guo is trying to prevent the information from going to the Provincial Court or the Law Society, although his understanding is that the Law Society has made a copy of Ms. Guo's hard drive. Mr. Grosz says that he has the knowledge to put the data together, so it is insufficient for the Law Society to have only the raw data.
- [82] Mr. Grosz also submits that he should not be ordered to destroy any Documents since he claims a lien over the Documents. He also claims that there should be no order made to destroy the Documents because the purpose of the defendants asking for such an order is to force him to destroy any evidence before he can get to the Court of Appeal to "stop this nonsense."

Analysis

- [83] I have already dealt with the question of whether the elements of a cause of action have been established. I find that Mr. Grosz committed a breach of confidence in his retention and publication of the confidential and privileged documents.
- [84] I am also satisfied that there is a sufficient likelihood that Mr. Grosz will continue to disseminate this information if an injunction is not granted, and that there is no other remedy that would provide sufficient protection against the threat of the continued dissemination of the information.
- [85] The defendants must establish irreparable harm to obtain an injunction that cannot be compensated by a monetary award. It was described in *RJR - MacDonald* at 341:

"Irreparable" refers to the nature of the harm suffered rather than its magnitude. It is harm which either cannot be quantified in monetary terms or which cannot be cured, usually because one party cannot collect damages from the other. Examples of the former include instances where one party will be put out of business by the court's decision (*R.L. Crain Inc. v. Hendry* (1988), 48 D.L.R. (4th) 228 (Sask. Q.B.)); where one party will suffer permanent market loss or irrevocable damage to its business reputation (*American Cyanamid*, *supra*); or where a permanent loss of

natural resources will be the result when a challenged activity is not enjoined (*MacMillan Bloedel Ltd. v. Mullin*, [1985] 3 W.W.R. 577 (B.C.C.A.)). The fact that one party may be impecunious does not automatically determine the application in favour of the other party who will not ultimately be able to collect damages, although it may be a relevant consideration (*Hubbard v. Pitt*, [1976] Q.B. 142 (C.A.)).

- [86] The concern is that without an injunction in place on an ongoing basis, Mr. Grosz will continue to use and distribute the Documents. This is not a case in which an award of damages would have any impact. The dissemination of confidential and privileged documents is precisely the sort of issue for which damages will not be a sufficient remedy. Such an award would not address the underlying concern that confidential information is continuing to be misused.
- [87] I also note that any award of damages is likely to have little impact on Mr. Grosz. He maintains he is indigent and has no funds available. He has consistently sought a waiver of court fees in the various actions he has commenced. There is little likelihood that any damage award could be collected. More importantly, Mr. Grosz's assurance during the hearing, that he would provide an undertaking not to further disseminate the Documents, provides little assurance to the defendants as Mr. Grosz has consistently disobeyed court orders in the past when it suits him. He also acknowledged in his submissions that he would disseminate the Documents in the event of unforeseen circumstances that would, according to his judgment, require him to do so.
- [88] Once the Documents have been disseminated, there is no effective means of retrieving them in this electronic world. I am satisfied that the defendants have already suffered irreparable harm by the actions of Mr. Grosz in disseminating some of the Documents and will continue to do so unless Mr. Grosz is stopped.
- [89] In addition to harm suffered by the defendants, there is a risk that other third parties, being the clients of GLC, will suffer harm as a result of Mr. Grosz being in possession of documents covered by solicitor-client privilege. The Supreme Court of Canada has consistently emphasized that solicitor-client privilege is a "fundamental civil and legal right" that is "essential to the effective operation of the legal system": *Geffen v. Goodman Estate*, [1991] 2 S.C.R. 353 at 383; *Smith v. Jones*, [1999] 1 S.C.R. 455 at paras. 28, 47, 54; *R. v. McClure*, 2001 SCC 14 at paras. 24, 31; *Alberta (Information and Privacy Commissioner) v. University of Calgary*, 2016 SCC 53 at para. 34. The public has a strong interest in ensuring that privileged and confidential information is not being misused.
- [90] Ms. Guo, as a lawyer, has a positive duty to ensure that all information concerning the business and affairs of a client is kept confidential and is not divulged: *Law Society of British Columbia*, Code of Professional Conduct of British Columbia, Rule 3.3-1. Once Ms. Guo became aware that a former employee was in possession of privileged client information and was disseminating it to third parties, without the clients' express permission, she had a duty to act on behalf of her clients so that their privilege was maintained. The GLC clients

are entitled to assurance that documents covered by solicitor-client privilege are not in the possession of an ex-employee of a law firm and are not being used without their express permission.

- [91] I must also consider whether Mr. Grosz will suffer any harm or if there are any other equitable discretionary considerations affecting him that would justify denying the injunction. Mr. Grosz submits that he wants to use the Documents to prove that Ms. Guo is guilty of indictable offences.
- [92] I do not accept that Mr. Grosz will suffer harm if he is not permitted to use the Documents. He seeks to use the Documents to support himself in his attempts to have criminal charges brought against Ms. Guo. He has sworn two private informations against her. I understand that one of them is presently before the Provincial Court.
- [93] It is not the right of Mr. Grosz to provide confidential documents, which he unlawfully took, to anyone. Should there be a need for third parties, be it the Crown, the Provincial Court, the Law Society of British Columbia, the RCMP or other governmental agencies to access the Documents, they have lawful means by which to pursue their production.
- [94] I agree with the defendants' submissions that since Mr. Grosz would ordinarily not be entitled to obtain the confidential and privileged information at issue, he cannot suffer harm by not being permitted to keep or disclose what he obtained unlawfully: *Fraser Health Authority v. Hospital Employees' Union*, 2003 BCSC 807 at para. 38.
- [95] It is not for Mr. Grosz to provide documents covered by solicitor-client privilege or which are confidential. His concern that "vital evidence" will be destroyed is not accurate. Counsel for the defendants have a complete copy of the CDs. I will direct that the defendants' counsel not destroy the CDs, but maintain them. If some other entity seeks to access this information through lawful means, the evidence will be preserved.
- [96] I conclude that Mr. Grosz should destroy the electronic files and all copies he has made except the following directories:
- GUO Data/Accounting/PC Law;
 - GUO Data/Articling/LSBC;
 - GUO Data/CLE Buying and Selling a Business - forms;
 - GUO Data/Designated Paralegal;
 - GUO Data/Immigration Authorities;
 - GUO Data/Immigration Authorities/Appeal Authorities;
 - GUO Data/Immigration Authorities/BCPNP;
 - GUO Data/Immigration Authorities/Non-resident Tax;

- GUO Data/Immigration Authorities/Precedents; and
- Directory/GROSZ Evidence.

- [97] In order to ensure that Mr. Grosz has complied with this order, he must provide an affidavit confirming the steps he has taken to comply with this order. Due to the current COVID-19 crisis and the limited access Mr. Grosz has to the registry, he must provide the affidavit in a signed but not sworn copy within 4 weeks after the service of the order arising from these reasons. After the registry has re-opened, Mr. Grosz must forthwith have the signed affidavit affirmed or sworn and filed. The filed copy of the affidavit must be forthwith served on the defendants.
- [98] The directory entitled "GROSZ Evidence" appears to contain some of Mr. Grosz's work product and documents created in 2019. He is not required to delete any of his own work product or documents he has created since the termination of his employment with the defendants, so long as that work product does not include any Documents or confidential information he has obtained arising from his employment with the defendants.
- [99] The defendants sought a further order that "any person" who has received the Documents from Mr. Grosz shall, within 14 days of the date of receipt of the Order, return or destroy the documents. I am not prepared to give this Order at this time given the breadth of its wording and the serious consequences that may come from a breach of this order. I have reviewed the recipients of the emails of November 4 and 6, 2019 and they appear to include various government employees or officials, legal counsel, City of Richmond employees and officials, lawyers involved in Mr. Grosz's actions, RCMP officers, LSBC employees and parties named in Mr. Grosz's actions and in other actions. In my view, the defendants can send the filed order arising from these reasons to all individuals that received the News Release and Affidavits #2 and #3 from Mr. Grosz, and this should suffice to ensure that no further inappropriate use of the Documents or confidential information will be made by these individuals. Should the defendants remain concerned that specific people have access to or are publishing or distributing the confidential information, they may apply for an injunction against those specific individuals.

Summary of Orders Made

[100] The following orders are made:

- Until further order of this Court, Robert W.G. Grosz by himself or his agents, servants or otherwise and anyone having knowledge of this Order, is hereby restrained from accessing, using, copying, disclosing, transmitting or conveying to others confidential information he gained access to or learned during the course of his employment with Guo Law Corporation and/or Hong Guo (the "Confidential Information"). Such Confidential Information includes but is not limited to all documents, which are not otherwise obtainable from publically accessible sources, appended to or referenced in the following:

-
- i. Affidavit #2 in Support of Order to Waive Fees of Robert W. G. Grosz made and filed on November 5, 2019;
 - ii. Document entitled "News Release" dated November 6, 2019; and
 - iii. Unsworn and unfiled Affidavit #3 dated November 19, 2019.
- b. Robert W.G. Grosz shall, within 14 days of the date of service of this Order:
 - i. delete all electronic records and destroy all hard copies of the documents he possesses from the directories he copied from the Guo Law Corporation, except the following directories:
 - GUO Data/Accounting/PC Law;
 - GUO Data/Articling/LSBC;
 - GUO Data/CLE Buying and Selling a Business - forms;
 - GUO Data/Designated Paralegal;
 - GUO Data/Immigration Authorities;
 - GUO Data/Immigration Authorities/Appeal Authorities;
 - GUO Data/Immigration Authorities/BCPNP;
 - GUO Data/Immigration Authorities/Non-resident Tax;
 - GUO Data/Immigration Authorities/Precedents; and
 - Directory/GROSZ Evidence.
 - ii. disclose to counsel for the defendants, Dentons Canada LLP, the name of any and all individuals to whom Robert W.G. Grosz has, by himself, or by his agents, servant or otherwise, disclosed any Confidential Information except those listed in his emails of November 4, 2019 (10:23 p.m.), November 6, 2019 (1:52 p.m.) and November 16, 2019 (8:53 p.m.).
 - c. Counsel for the defendants, Dentons Canada LLP, shall keep a copy of the two CDs that were provided to them by Robert W.G. Grosz until further order of this court.
 - d. Robert W.G. Grosz must email to the registry and to counsel for the defendants, Dentons Canada LLP, four weeks after he has been served with this Order, a signed but not sworn affidavit confirming he has complied with this Order. After the registry has re-opened, Robert W.G. Grosz must forthwith have the signed affidavit affirmed or sworn and filed. The filed copy of the affidavit must be forthwith served on the defendants.
 - e. The parties have leave to appear before me to clarify any aspect of this Order.
 - f. The service of this order on Robert W.G. Grosz may be made by email at robgrosz@yahoo.com and will be deemed effective as of the date upon which the email is sent.

- g. The signature of Robert W.G. Grosz is dispensed with.
- h. The defendants are entitled to costs of this application on scale B.

"Forth J."

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