

HUMAN RIGHTS TRIBUNAL OF ONTARIO

BETWEEN:

KEVIN ALEXANDER MCLEAN

APPLICANT AND:

TORONTO POLICE SERVICES BOARD, ANTHONY ROMANO, MICHAEL KOLANKOWSKI,
SERGEANT CASSIDY, GOLDVIEW PROPERTY MANAGEMENT LTD., LATOYA FERGUSON, AND
APHRODITE ARTOPOULO

DECLARATION #10 OF THE APPLICANT
MAY 28, 2025

I, Mr. Kevin A. McLean (he/him), disabled, of Toronto, Ontario, declare the following under the penalty of perjury and knowing any statement here that is a false statement to be an offence:

1. I declare the following facts to be true. I declare the following facts to be true, for no improper purpose and for purposes herein.
2. Contrary to the evidence, declared under the penalty of perjury, particularized in the **Purported Rojas Information** (defined *infra*), I did not communicate with the **Purported Complainant** on September 22, 2024.
3. Court Officer Mrs. Christyn Frugoni-Rojas (formerly Ms. Christin Boulton (*nee*)) was incorrect in her declared evidence under what I presume to be, albeit declared evidence absent a witness albeit with an apparent Adobe digital certificate (see: *infra*, for legislative definitional purposes) authority therein.
4. I allege and believe she perjured herself and failed to take active steps to correct the incorrect evidence she proffered in the single sentence of the singular count. To the extent that she did not perjure herself, it is unclear to me how her duties as a court officer align with her swearing of the information. Her “**Information**” in an apparentⁱ **Form 2** were on information and belief but she did not cite the source of her beliefs. As such, I maintain my definition of “**Purported Complainant**” for Ms. Nicole Artopoulos.
5. I allege that everything subsequent to the **Purported Rojas Information** is void *ab initio* as it is predicated on my submitted belief that the **Purported Rojas Information** was not only perjurious evidence but the **Purported Rojas Information** is a “*false document*.” I provide the source of my beliefs for why the **Purported Rojas Information** (see: Exhibit “A”, pages 1 and 2) is a false document. I provide that evidence for context herein and for the factual evidentiary underpinnings as to why I am seeking the relief that I am in my Rule 23 motion (the “**Rule 23 Motion**”)
6. I contrast herein between what I believe is not only a “false document” but contains forgery therein which is the **Intake Court Endorsement**.

VOLUME #1(A)(i): Exhibit “A”, pages 1 and 2

7. Attached hereto to this my **Declaration #10** and marked as **Exhibit “A”** is a copy of the alleged or purported declared, but not sworn, “Information” (**Form 2** under the *Criminal Code*) of court officer (not a police officer) Mrs. Christyn Frugoni-Rojas (“**Court Officer Rojas**” or “Ms. Rojas”) (the “**Purported Rojas Information**”, “**Purported Declared Information**” or “**Rojas Information**”). Said **Purported Rojas Information** is enumerated from *pages 1 to 2*.
8. I note at the outset that I do NOT believe that it is permissible for the jurat of an affidavit or declaration, pursuant to statute, regulation or rule, to be on a page in which there is no text in the body of the affidavit or declaration. I believe that the **Purported Rojas Information** is a false document in certain particulars (a “False Document” is defined below pursuant to the Criminal Code, and interpreted by Justice Nadel in R. v. Smith). I believe that those particulars are material to the **Purported Rojas Information**.
9. I demand, in perpetuity, that I am able to inspect the original of the **Purported Rojas Information** (the “**Original Purported Rojas Information**”) and a certified true copy of the same. With respect to the **Original Purported Rojas Information**, if Ms. Frugoni-Rojas, in fact, utilized Adobe to create and digitally sign the declaration, pursuant to section 508.1(2) of the *Criminal Code*, I believe that by providing me with the original, I can inspect the metadata of the **Original Purported Rojas Information**, which will include the previous versions of the declaration inclusive of time and date along with whether the digital certificate issued by **Adobe** in relation to her execution, signing and/or endorsing has been amended or changed since that time. I also believe that I will be able to inspect the **Purported Rojas Information** absent any of the subsequent inclusions such as the top header.

VOLUME #1(A)(i)(a): background as it relates to the falsity of “IPV”

10. While there is a reference in the upper right hand corner to “IPV”, the **Purported Complainant** and I were not intimate partners at the time of this allegation in the form of the singular charge under subsection 264(2)(b) of the *Criminal Code*.
11. Moreover, I repeat and rely upon my evidence when I saw the **Purported**, which was the time during the mid summer months when she, in fact, found me at the Toronto Public Library (“**TPL**”) Fort York branch in downtown Toronto, Ontario. As she said to me at the time, which I now recallⁱⁱ and in addition to my previous recall as per my previous affidavits herein, that I was not a hard person to find. I agreed with her.
12. I find the checking of the box for IPV to be incorrect considering the sole allegation of non-repeated communications, as I did not communicate with the **Purported Complainant** on the date alleged, and we were not engaged in any form of contact at that time outside of my emails to her regarding the collection of her property and confirmation of the same along with my confirmation that the **Landlord** had locked me out on September 20, 2024. I then took all lawful measures, as per the **LTB** Guidance documents, when a tenant is locked out without notice and without an order of the Tribunal.
13. In fact, it was later discovered by me, on or around November 7, 2024, that the **Landlord** had filed an A2 Application in the **LTB** on August 9, 2024, which was two days after the filing and serving of my **T2 Application**, wherein the **Landlord** admitted, as a matter of law, that I became the sole tenant on **December 10, 2023** (i.e. two months after **October 9, 2023**).

14. The discovery took some time as I inquired with the **LTB** as to whether the **Landlord** had filed any applications in the last several years, and the **LTB** initially denied the same but then provided me with a copy of the same.
15. In that A2 Application, the **Landlord** made false allegations against me of, *inter alia*, the following: (i) unparticularized theft; and (ii) unparticularized substance abuse.
16. She also opined that I was: (i) “unhinged;” (ii) “unpredictable;” and (iii) “reckless.” The **Landlord** then reinforced those beliefs in a ‘request to shorten the time in the proceeding’ (in effect the same type of motion that I had brought after the **Unlawful Lockouts**, which was successful as per the order of adjudicator Mr. Delorenzi on October 1, 2024, (the “**Delorenzi Order**”), and I later learned it was refused and denied with prejudice. The time of her motion to shorten time was August 20, 2024, as it related to the **A2 Proceeding**. The **Landlord** did not serve me with any of the documents in the **A2 Proceeding**. The first time that I saw them was in November 2024. The **Landlord** did not serve, as it is particularized under the *RTA*, with any filed documents in my T2 Application either. She did bring a similar type motion on August 20, 2024, in my T2 Application on August 20, 2024. It too was refused by the **LTB**.
17. In relation to the unparticularized theft, in fact, the company in which the **Landlord** was (and may still be) the treasurer owes me money on account of me loaning money and other valuable consideration to it. The **Purported Complainant** was, based on my belief from reviewing previous corporate records, the CEO of that company at the time of the **Purported Rojas Information**.
18. For ease of reference to my previously sworn affidavit material, I provided a copy of the Delorenzi Order to Constable Romano after his email in the evening of October 2, 2024. I recall him making a comment to one of the other police officers about the Delorenzi Order in which I found he was trying to minimize the legal effect and significance of the same. Police Constable Romano said words to the effect, “Oh it is just an order to have his hearing earlier.” I note that adjudicator Delorenzi was required to apply the **LTB Rules** in this regard and I have previously denoted that legal test wherein I was successful but the **Landlord** was not in the **T2 Proceeding** and **A2 Proceeding**, while I remained as the sole tenant and resident along with having all of my substantially valuable and important property therein.
19. I believe that the **Formal Admission** in the **Formal Admission Document** is consistent with the **TPS** being, in my view, misguided that any individual could be charged with a criminal offence when he or she was exercising rights pursuant to and required by statutes and regulations in the middle of that proceeding. I also note that at no time did the **Landlord** bring any motion within the **LTB Proceeding** to seek any relief that I had engaged in any form of harassment. In fact, I am seeking relief against the **Landlord** for her harassment of me in the month of July 2024 and September 2024.
20. The relief I am seeking is before the **ONSC** in a filed and served claim upon the **Landlord**.
21. The **Landlord**, in one or more of the documents in the **A2 Proceeding**, referred to the **Purported Complainant** as the ‘proper tenant’ [sic] and referred to the **Rental Unit** as the **Purported Complainant’s** home. However, the **Purported Complainant** is not a registered owner of the **Rental Unit** but rather the **Landlord** was at all relevant times to those filed documents by the **Landlord** (see: August 9, 2024, and August 20, 2024).
22. The **Purported Complainant** admitted to me in December 2024 that Victory Wine And Spirits Inc. (“**Victory Wine**”) which is the **Company** referred to above) was deducting various rental amounts paid each month. However, I was the individual and/or companies that I controlled and/or was a director and officer, substantiallyⁱⁱⁱ paying the **Landlord** the monthly rental amounts from the summer of 2019 to late 2023 and into 2024.

23. When I inquired with the **Purported Complainant** as to how much in the way of funds that Victory may have paid to the **Landlord**, she said she did not know and to ask the company's accountant in Mr. Strath Dimakos, CA, whose offices are on the Queensway, Toronto, Ontario. She then hazarded a guess for me that it was approximately five months of rent since the summer of 2019. I was quite stunned considering she had represented to me otherwise in previous years. I asked because there was a period of time from 2021 to 2022 when she represented that she would handle the rental amounts for various confidential and privileged reasons. I was appreciative that she did so but I then realized in December 2023 that she had misled me.
24. I refer to late 2023 because I was unlawfully locked out by way of my FOB access being revoked on October 27, 2023, but the **Landlord** corrected the same thereafter and it was referred to by her and the **Purported Complainant** as a "mistake."
25. I provide the above evidence to reinforce my belief that I am required to provide the context of what was, at its core and from the vantage point of the **Purported Complainant**, whom I allege has an unhealthy relationship with her mother (**Landlord**), in a monetary dispute.
26. I also again reobserve that the **Purported Complainant's** ex-husband was Mr. Andrew Papadimitropoulos, a former lawyer and head of the SABS department for the group of automotive insurance companies in the TD Insurance group (the "**TDI Group**").
27. The insurance company that underwrote the insurance policy for the insured automobile that I was driving at the time of the car accident, where I was rear-ended at sufficient velocity to move the insured automobile some 35 feet forward and where my head hit the steering wheel and I narrowly missed oncoming traffic, was Security National Insurance Company ("**SNIC**"). **SNIC** is an insurance company within the **TDI Group**.
28. As I have sworn in previous evidence, Mr. Papadimitropoulos was represented by the law firm of Epstein Cole LLP during the **Purported Complainant** and his matrimonial litigation. The law firm of Epstein Cole LLP had two partners during 2017 and 2018 that are now justices in the **ONSC**. Epstein Cole LLP is a family law firm that specializes in family law litigation and located at 393 University Avenue, Toronto, Ontario.^{iv}
29. One such justice, formerly of Epstein Cole LLP, inserted herself into the JRPA Proceeding. I will not divulge the details of the same or the name of the said justice, but I do not believe she was the local administrative judge *per se*. I promptly objected to the same and maintain my objection in perpetuity.
30. Mr. Papadimitropoulos was no longer employed by the **TDI Group** after I brought forward evidence in January and February 2025 in an **ONSC Divisional Court** proceeding, where I am the applicant involving three insurance companies in the **TDI Group** and others (none of which are individuals), that demonstrated, without objection or denial by Mr. Papadimitropoulos, that he engaged in, *inter alia*, impersonation of an adjuster in the **TDI Group** and then impersonation of me after the theft of some of my property on October 25, 2024.
31. The impersonation, in part, by Mr. Papadimitropoulos, of me, commenced on October 28, 2024, at the TPL Fort York branch, wherein my name and stolen TPL library card were utilized in a document that was denoted as below which I have copied and pasted:

BORROW A LAPTOP SERVICE – IN-BRANCH EQUIPMENT LOAN AGREEMENT

Date: Oct 28 / 24 Branch: _____

I, Kevin McLean, (please print) understand that by borrowing, or allowing my child to borrow, equipment from the Toronto Public Library (the "Equipment"), I am responsible for the Equipment and all its components. I agree to abide by all Toronto Public Library policies applicable to the Equipment loan. I understand that if I am signing this Equipment Loan Agreement for my child, I am responsible for ensuring that my child abides by all Toronto Public Library policies.

Please initial in the space provided after reading each point and then sign at the bottom.

NOTE: Borrowers under the age of 18, this Equipment Loan Agreement must be signed by a parent/legal guardian.

BORROWING AND USE

KN I understand that the Equipment is not to be removed from the Library or, where specified by staff, to be used within specific stated locations within the Library branch.

KN I understand that the Equipment is available for checkout for a maximum loan period of **TWO hours per day, which may be renewed if there is no one waiting for the Equipment. Staff can request a laptop be returned at any time.**

KN I understand that all Equipment must be returned to the service desk where it was borrowed.

SECURITY

KN I understand that I am completely responsible for the safety and use of the equipment while it is loaned to me. I am responsible for any damage or loss to the Equipment that results from accident, theft, misuse or neglect. I will not leave the Equipment unattended and I will use the Equipment in a responsible manner.

KN I will ensure that the Equipment is not tampered with in any way (hardware or software). I am responsible for ensuring that any work I wish to preserve will be saved onto my own external memory source. I will not load any personal software on to the Equipment (where applicable). I understand that no user files will be retained on the Equipment (where applicable).

FINES AND FEES

KN I agree to return the Equipment in the same condition as it was borrowed, and to reimburse the Library for any and all costs associated with damage to the Equipment. I agree to pay any replacement costs should the Equipment be lost or stolen. I have reviewed and understand the replacement costs outlined in Schedule "A" to this Equipment Loan Agreement.

By signing this Equipment Loan Agreement, I acknowledge that I am legally bound to adhere to all parts of it.

Refusal to follow these terms of use will result in laptop lending privileges being revoked.

Library Card number: 27131656572458

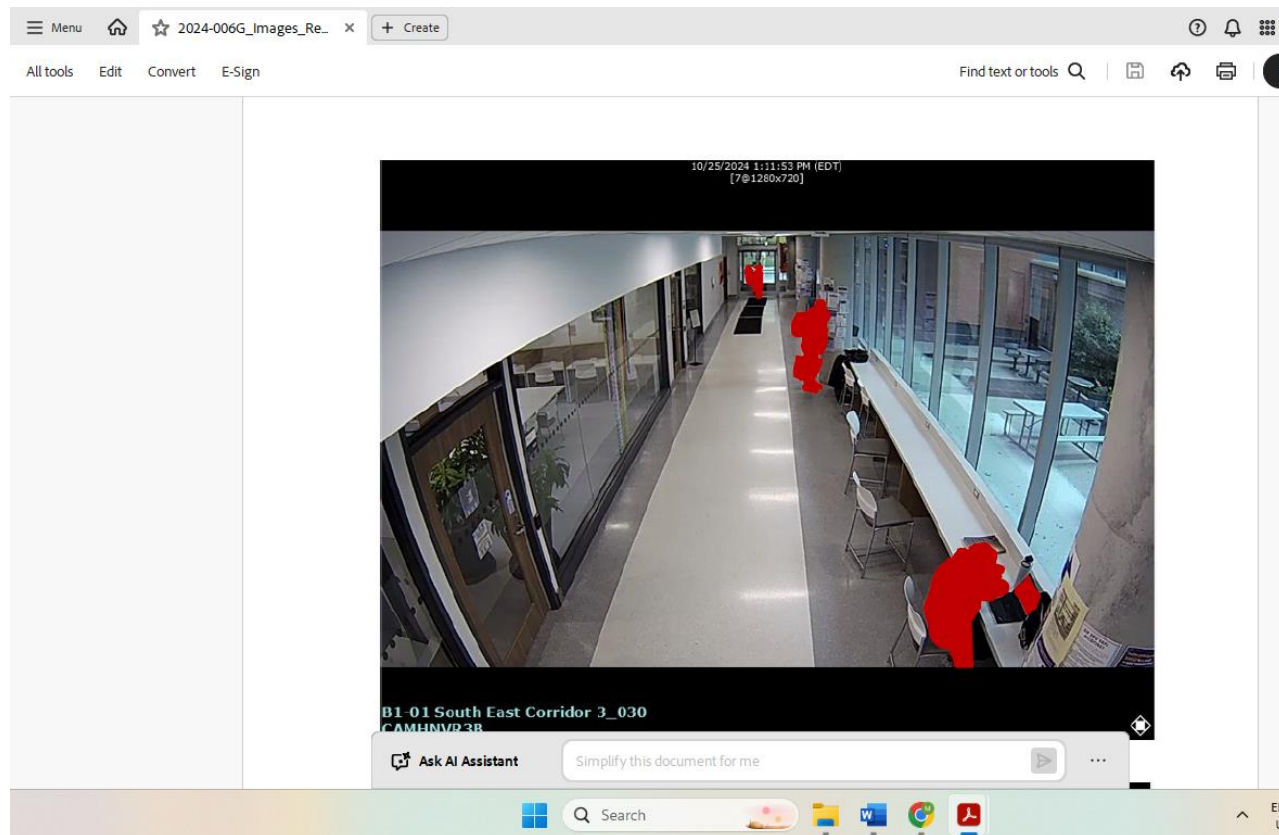
Name of Borrower (please print): [Signature]

Signature: Kevin McLean

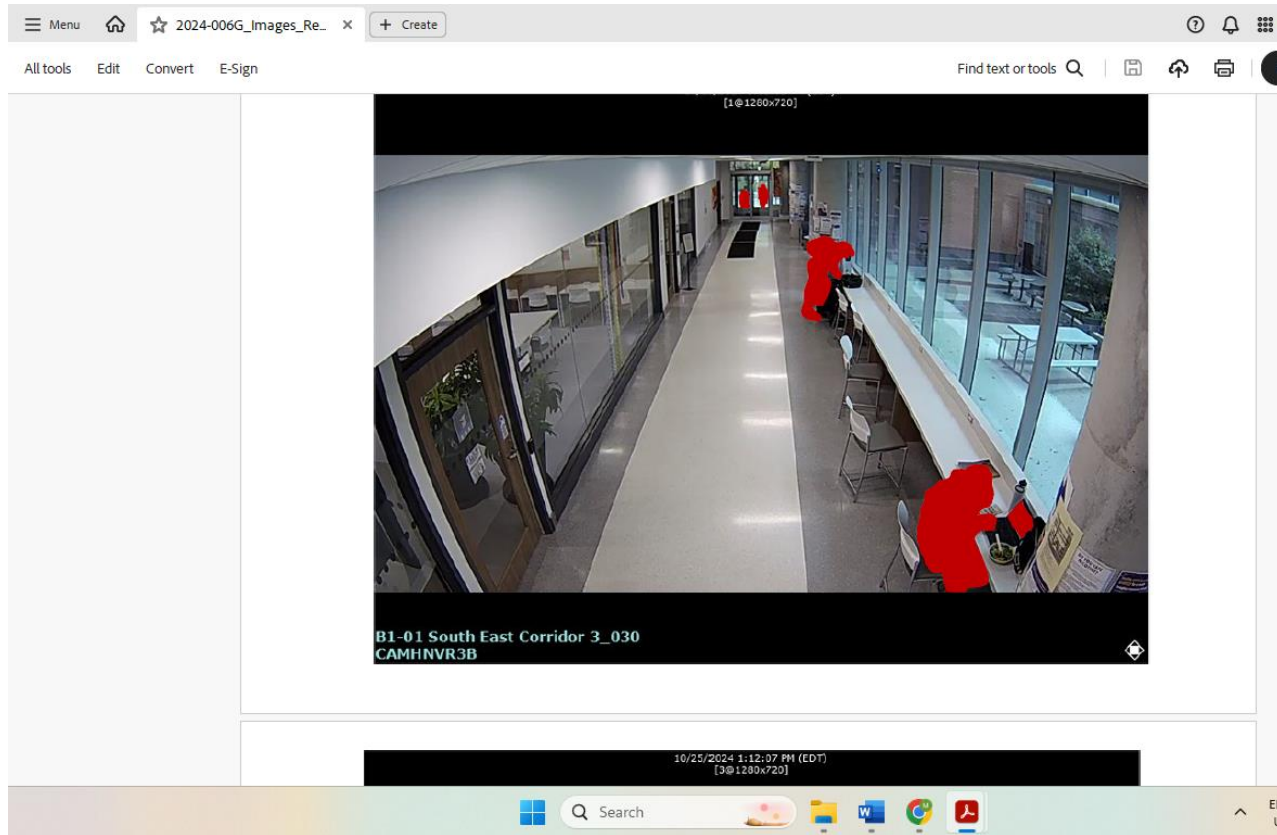
Parent/Legal Guardian Signature: _____

(Parent/legal guardian must be present to sign if Borrower is under the age of 18.)

32. I did not complete that document and I did not have any role in the signature of the document. I had never utilized any such document previously and I had never borrowed a laptop from the TPL. However, it occurred three days after the theft of my laptop from CAMH on October 25, 2024.
33. The only correct particular therein is my library card number, which was in my wallet in my backpack which included some of the property that was stolen from me on October 25, 2024.
34. I now provide some security camera photos from CAMH, which I obtained by way of access request of CAMH, in the form of a copy and paste for ease of reference.
35. In this first image, there is an individual holding my backpack up after it was moved without my consent. Subsequent access requests have been and/or being tendered and/or perfected in this regard with new grounds such as being an “assiduous inquirer”.



36. In the second image, there is an individual going through a second piece of luggage belonging to me, which was not taken, and looking for various items:



37. I now provide images of the following unredacted CAMH images which I obtained on May 4, 2025, through some level of, humbly speaking, technological experience and skill and serendipity:



38. I have been able to confirm that the individual who stole my property, in fact, was Mr. David Karat of TDI.
39. I now provide images of the chart involving the unauthorized activity (but for my obtaining of a second library card on November 16, 2024) from the TPL by way of paid for access requests for my personal information and personal health information:

Menu

TPL Account Summary_ x

Create

All tools

Edit

Convert

E-Sign

Find text or tools

MCLEAN, KEVIN ALEXANDER - Account Summary

Note: CircIT transactions cannot be separately identified as self-checkout vs staff-assisted checkout as they both use the same software.

Date/Time	Branch / Location	Card #	Activity	Method of Transaction
26/10/2024,16:35	Fort York	27131056572458	Laptop check out. Item returned	Symphony accessed by staff
26/10/2024,16:36	Fort York	27131056572458	Note added: Laptop form completed at Fort York Branch Oct 26/2024	Symphony accessed by staff
26/10/2024,19:41	Fort York	27131056572458	Check out 1 Book	CircIT accessed either through self-checkout or staff-assisted station
26/10/2024,19:43	Fort York	27131056572458	Laptop check out. Item returned	Symphony accessed by staff
26/10/2024,20:16	Fort York	27131056572458	Check out 1 book	CircIT accessed either through self-checkout or staff-assisted station
8/11/2024, 11:57 - 12:29	Queen/Saulter	27131056572458	Checked out 24 items 30 have been returned	CircIT accessed either through self-checkout or staff-assisted station
11:57-11:58			3 Generic paperback 3 Books (1 book returned)	
12:04			9 Periodicals (all 9 were returned)	
12:13			5 Books	
12:29			1 Book 3 Generic paperback	
8/11/2024, 12:52	Queen/Saulter	27131056572458	Check in 1 book 9 periodicals	CircIT accessed at staff-assisted station

Search

Menu

TPL Account Summary_ x

Create

All tools

Edit

Convert

E-Sign

Find text or tools

Date/Time	Branch / Location	Card #	Activity	Method of Transaction
16/11/2024,10:20	Fort York	27131066792070	New card issued at Fort York Branch	Symphony accessed by staff
			Previous card 27131056572458 marked as LOSTCARD	
13/12/2024,19:00	Toronto Reference Library	27131066991128	New card issued at Toronto Reference Library	Symphony accessed by staff
			Previous card 27131066792070 marked as LOSTCARD	
15/12/2024,19:09	Toronto Reference Library	27131066991128	Renewed 16 items (2 borrowed at Fort York; 14 borrowed at Queen/Saulter Branch)	Symphony accessed by staff
13/12/2024,19:12	Toronto Reference Library	27131066991128	Phone number updated to 416-919-7920 Account renewed	Symphony accessed by staff
13/12/2024,20:03	Toronto Reference Library	27131066991128	Checkout 1 Book	CircIT accessed either through self-checkout or staff-assisted station
21/12/2024,15:15	Fort York	27131067089492	New card issued at Fort York Branch	Symphony accessed by staff
			Previous card 27131066991128 marked as LOSTCARD	
21/12/2024,15:48	Fort York	27131067089492	Laptop check out. Item returned	Symphony accessed by staff
21/12/2024,16:11	Fort York	27131067089492	Check out 1 Book 4 Periodicals	CircIT accessed either through self-checkout or staff-assisted station
21/12/2024,16:13	Fort York	27131067089492	Laptop check out. Item returned	Symphony accessed by staff
26/12/2024, 15:30	Fort York	27131067089492	Laptop check out. Item returned	Symphony accessed by staff

Search

Date/Time	Branch / Location	Card #	Activity	Method of Transaction
28/12/2024 15:59	Fort York	27131067089492	Check out 7 Periodicals	Credit accessed either through self-checkout or staff-assisted station
17/1/2025 16:03	Annerline	27131067089492	Renewed - 29 items 1 item not renewed due to outstanding hold	Symphony accessed by staff

40. I provide this evidence also to underscore why I no longer have the ability to manage matters by attendance at court or even via telephone.

VOLUME #1(A)(i)(a)(i): My now sworn evidence after that background; my current belief that *to the extent* that an arrest warrant was issued (but not signed *per se* and/or signed in a **Form 7**), it was done by a justice of the **ONSC** with a family law background and residual

41. I now address the issues, by my sworn evidence, involving **Exhibit “A”** with reference to my belief as to why I have not received the represented arrest warrant (see: Constable Romano’s representation to me) despite the requirements in the *Criminal Code*, *inter alia*, that a peace or police officer must carry the arrest warrant on his or her person when effecting an arrest and provide a copy of the same to the accused when requested to do so.
42. Until such time as the Crown and/or any justice of any level of court, including a ‘justice of the peace’ that in fact signed (*to the extent* that it exists) provides me with the same, I allege that the Crown is in breach of its disclosure obligations. I refer to the case of *R. v. Stinchcombe* in this regard. I further refer as a courtesy notice to the Crown, *to the extent* it was not aware of the issues involving the ‘invalid digital signature’ purporting to be that of Jiri JP, of the following:

“Where a claimant seeks Charter damages in a civil suit alleging that a Crown prosecutor breached the Charter in respect of disclosure obligations, damages are available if harm was suffered by the accused and the Crown intentionally withheld information when it knew, **or** would reasonably be expected to have known, that the information was material and that the failure to disclose would likely affect the accused’s ability to make full answer and defence (*Henry v. British Columbia (Attorney General)*, [2015] 2 S.C.R. 214 at paragraph 82).

43. My current belief, subject to revision based upon new evidence coming to my attention for my inspection and review, is that it was a justice of the **ONSC** with a family law background in his or her previous profession of being a lawyer licensee.
44. At this stage, subject to reconciliation, I do not trust the **TPS** inclusive of any special constables and/or court officers. I continue to undergo various forms of therapy in relation to what I allege was a false arrest, false detention, false incarceration *et al.*
45. *To the extent* that **JP Jiri** (defined *infra*) engaged in the form of an “**Intake Court Endorsement**” which was to masquerade as a “**Form 7 Warrant For Arrest**” then I am also not trustful of the “justices of the peace”. While I appreciate that misconduct of some is not misconduct of all, I must, based upon the therapy I am undergoing, err on the side of caution.
46. I now also observe that when the assigned Crown counsel in Mr. Rudra engaged in the setting of a judicial pre-trial (“**JPT**”) in unilateral fashion and without consultation, which was cancelled and I objected forthwith to the same, he set it for me to appear in person. I found that to be malicious on his part and potentially part of a scheme between himself, the **TPS** and others. I respectfully challenge him to swear evidence to the contrary.
47. All of my above evidence is subject to the truth coming out by way of full, true and accurate disclosure by all who are required to make disclosure, and reconciliation regarding the same.

VOLUME #1(A)(ii): Exhibit “A”, page 3: the unsigned purported arrest warrant in the first

48. Attached hereto to this my **Declaration #10** and marked as **Exhibit “A”** (page 3) is a document intituled an “**Intake Court Endorsement**” (also defined as “**ICE**”, “**Purported ICE**”, “**Purported ICE Document**” and/or its eponymous name) but without any court name, location, or level of court.
49. I observe that the **Purported ICE Document**, which is not digitally signed by Justice of the Peace (“**JP**”) Mr. George Jiri (“**JP Jiri**”) but it bears his printed name and a JPG logo (referencing “**Justice of the Peace Ontario Court of Justice**” along with a purported logo for the Ontario Court of Justice^v which I have extracted below, is not titled an “arrest warrant” but it does state the following:
- a. Toronto Police Service: Police Case ID: **457197** [sic]^{vi}
 - b. Occ#: 24-2082035
 - c. **Intake Court Endorsement** (defined herein as the “**Intake Court Endorsement**”, “**Purported ICE**” or “**Purported ICE Document**”;
 - d. This Information is Accepted [sic] on its face;
 - e. Kevin MCLEAN:
 - i. **Warrant In The First: Issue**
 - f. Dated in the Province of Ontario, this 23rd day of September 2024.
 - g. Fait à/au dans la province de l'Ontario, ce [sic] 23[sic] septembre 2024.
50. I am able to copy and paste said language from **Exhibit “A”**, page 3 in the box on the right hand side of the document as follows:

“Digitally signed by
George Jiri
Date: 2024.09.23
12:59:50 -04'00”

[sic]

51. The font utilized is that of “*Arial*” and the size is nine (9).
52. There is no signature (by hand or electronic) *per se* of “George Jiri” on this document that I obtained in another proceeding. I appreciate that JP Jiri goes by the name of Mr. George Jiri but I believe that Jiri in languages like Greek and Czech translates to “George”.
53. In effect, his name is translated to “George George”.

VOLUME #1(A)(iii): Missing language from the French translation of “Dated in the Province of Ontario, this 23rd day of September 2024”

54. While the **Purported ICE** is missing the city in which “George Jiri” apparently digitally signed, but without any signature of him on the **Purported ICE**, I believe the French translation provided above is missing the following:
- a. Words: “*jour de*”
 - b. Location:
 - i. after “23” and before ‘septembre’.
55. I believe whoever attempted to create this document was not overly conversant with the French language when he or she attempted to translate the same.
56. I also believe that had this **Purported ICE** being properly dated and translated, and, in fact, signed, it would have contained the following small “e” after the “number 23” as follows:

“23e »

VOLUME #1(A)(iv): Comparing the **Purported ICE versus the **Purported Rojas Information****

VOLUME #1(A)(iv)(a): The Purported ICE

57. Underneath the name, but not the signature of “George Jiri”, in the **Purported ICE (Intake Court Endorsement)** is the following:
- “This document has been digitally signed. / Ce document a été signé numériquement.”**
58. For translation purposes, the following is, based upon my belief when relying upon my French writing and reading ability and external sources:
- a. This: *Ce*
 - b. Document: “*document*”;
 - c. “has been”: “*a été*”;
 - d. Digitally: *numériquement*; and
 - e. Signed: “*signé*”

VOLUME #1(A)(iv)(b): Purported Rojas Information

59. I note the following from the **Purported Rojas Information** which I now copy and paste:

“This document has been digitally signed / *Ce document a été signé numériquement*

60. I note that the French language accents are going different ways when looking at the two copy and pastes from the **Intake Court Endorsement** and **Purported Rojas Information**. I do not believe that either were computer generated but input manually because only one can be correct.

61. The accents that I believe are at issue are as follows:

- a. **Accent aigu:** “a diacritical mark placed on top of the letter “e” to create the sound /e/. For more specificity, The *accent aigu* {’} is the most commonly used accent mark in French. It appears in words such as *éducation*, *allégresse*, and *café* and is only used with the vowel {e}. The *accent aigu* over an {e} represents a closed sound, represented as /e/ in IPA. When spelling words aloud, we may refer to it by this sound, or we may refer to its different components, “é accent aigu” (see: Glossika); and
- b. **Accent grave:** “The accent grave {`} is used with a, e, and u. It is most commonly used with an e, which indicates an open e sound, /ɛ/ as in the words *frère*, *ère*, *dernière*, *amèment*, and *parlèrent*. As illustrated by these words, it is used in syllables over an {e} when followed by a consonant and {e} muet. This {è} is also used in many words ending in {es}, such as the substantives *décès* and *succès*, as well as the preposition *dès*. In addition, it is used in adverbs ending in {es}, e.g., *après*, *très*, and *près*. Be aware that the plural indefinite article *des* does not use an *accent grave*, nor do possessive and demonstrative adjectives, such as *mes*, *tes*, and *ces*. These would also use a closed {e} sound, /e/, (although there are alternate open {e} pronunciations for the adjectives)” (see: Glossika).

VOLUME #1(A)(iv)(c): Correct translation of “This document has been digitally signed”

62. Having minored in French in my undergraduate studies (2001-2005 with a distinction of *Magna Cum Laude* at The Ohio State University), I believe that the correct translation, **without admitting** that said language would be included with a digital signature is as follows:

« Ce document a été signé numériquement »

63. *Ergo*, I allege, based upon my belief while citing the sources of those beliefs (*supra* and *infra*), that the **Rojas Purported Information** provided to me is a false document as per the *Criminal Code*. I also allege that the **Purported ICE** is a false document as per the *Criminal Code*.

VOLUME #1(B): Pro-forma for a Form 7 as per the Criminal Code

64. Attached hereto to this my **Declaration #10** and marked as **Exhibit “A”** is a copy of a document, which is a copy and paste, of the **Form 7** under the *Criminal Code* denoted an “Warrant for Arrest”.

65. **Exhibit “A”** is enumerated consecutively from pages 4 to 5.

66. I note that the “**Intake Court Endorsement**” does not contain the following that are in a **Form 7** under the *Criminal Code*:
- “**FORM 7**(Sections 475, 493, 597, 800 and 803)” and “Warrant for Arrest” (the “**Header Requirement**” or “**Document Title Requirement**”);
 - “To the peace officers in the (*territorial division*)” (the “**Directed Persons Location Requirement**”)
 - “This warrant is issued for the arrest of (*name of person*), of _____, born on (*date of birth*), referred to in this warrant as the accused” (the “**Subject Particularization Requirements**”)
 - “Because the accused has been charged with (set out briefly the offence in respect of which the accused is charged)” (the “**Offence Particulars Requirement**”);
 - “And because (check those that are applicable)” in relation to any of the potential applicable statutory grounds under the *Criminal Code* (including subsection (j))^{vii} (the “**Warrant Legal Bases Requirement**”);
 - “Therefore, you are ordered, in Her Majesty’s name, to **immediately** arrest the accused and to bring them before (*state court, judge or justice*), to be dealt with according to law” (“**Immediate Arrest Requirement**”);
 - “Signed on (*date*), at (*place*)”(the “**Temporal Signature Requirement**” and the “**Locus Signature Requirement**”)
 - “(Signature of judge, provincial court judge, justice or clerk of the court)” (the “**Judicial Officer Signature**”); and
 - “(*Name of the judge, provincial court judge or justice who has issued this warrant*)” (the “**Judicial Officer Name Requirement**”).
67. I observe the definition of “signature” which I distinguish from the statutory definitions under *PIPEDA* and *Canada Evidence Act* and associated regulation(s) (see: *infra*)
- “a person's name written in a distinctive way as a form of identification in authorizing a check or document or concluding a letter (see: Oxford Online Dictionaries).”
68. I observe as a fact that “territorial division” under section 2 of the *Criminal Code* means:
- “includes any province, county, union of counties, township, city, town, parish or other judicial division or place to which the context applies.”
69. I observe that the **Intake Court Endorsement** does NOT direct any peace officers to do anything let alone in any Territorial Division.
70. While I now believe that Court Officer Rojas engaged in misrepresenting that I had no NFA, when my property remained (and presumably still does as per the failure of counsel to Ms. A. Artopoulos to respond), she did represent that I was in Ontario. I query how she would know that if I had no NFA.
71. I now note the timing of the Extortion and Threat by Ms. Ferguson of Goldview to me on September 23, 2024, which was apparently the same as the date of the Purported Rojas Information.

72. My fixed address was and is 410-775 King Street, Toronto, Ontario, M5V 2K3 (the “**Rental Unit**”). Because I was illegally locked out and not in accordance with any valid and binding source law at the time did not, in my view, automatically render me with an “NFA”.

73. I have not at any time sought to change my address contained for my identification and driver's license purposes.
74. While I was unlawfully locked out, absent notice from the **Landlord** and without a Tribunal order, on September 20, 2024, my fixed address did not change and my property, including items that I had bought in the **Rental Unit**, remained therein. In fact, I attended the **14th Division** on Saturday, September 21, 2024, in the mid to later afternoon wherein I met with police officer Mr. Javier Solermo.

VOLUME #1(B)(I)(a): The Sections in the Form 7 (475, 493, 597, 800 and 803)

75. The following sections are titled as follows:
- a. Section 475: "Accused absconding during trial";
 - b. Section 493: "Compelling Appearance of Accused Before a Justice and Interim Release";
 - c. Section 597: "Proceedings when Person Indicted is at Large";
 - d. Section 800: "When both parties appear"; and
 - e. Section 803: "Adjournment".
76. The word string "**Form 7**" auto-populates seven (7) times in the *Criminal Code* under the following:
- a. Section 475:
 - i. "**(ii)** if a warrant in **Form 7** is issued for the arrest of the accused, adjourn the trial to await his appearance";
 - b. Section 493:
 - i. "**warrant**, when used in relation to a warrant for the arrest of a person, means a warrant in **Form 7** and, when used in relation to a warrant for the committal of a person, means a warrant in Form 8. (mandat)";
 - c. Section 597:
 - i. "**Bench warrant 597 (1)** Where an indictment has been preferred against a person who is at large, and that person does not appear or remain in attendance for his trial, the court before which the accused should have appeared or remained in attendance may issue a warrant in **Form 7** for his arrest";
 - d. Section 800(2):
 - i. "**Counsel or agent (2)**
 - 1. A defendant may appear personally or by counsel or agent, but the summary conviction court may require the defendant to appear personally and may, if it thinks fit, issue a warrant in **Form 7** for the arrest of the defendant and adjourn the trial to await his appearance pursuant thereto"
 - e. Section 803(2):
 - i. **(b)** may, if it thinks fit, issue a warrant in **Form 7** for the arrest of that defendant and adjourn the trial to await their appearance under the warrant.

VOLUME #1(B)(II): Form 7 itself: only potential section that could have been relied upon but was not

77. The following language in the standard form template for the Form 7 at 'box #1':

"(a) there are reasonable grounds to believe that it is necessary in the public interest to issue this warrant for the arrest of the accused [507(4), 512(1)]"

VOLUME #1(B)(II)(a): Section 507(4) of the *Criminal Code*

“Public Interest Summons or Warrant”

78. Section 507(4) of the *Criminal Code* states:

“Summons to be issued except in certain cases

(4) Where a justice considers that a case is made out for compelling an accused to attend ***before him*** to answer to a charge of an offence, he shall issue a summons to the accused unless the allegations of the informant or the evidence of any witness or witnesses taken in accordance with subsection (3) discloses reasonable grounds to believe that it is necessary in the public interest to issue a warrant for the arrest of the accused.”

VOLUME #1(B)(II)(b): Section 512(1) of the *Criminal Code*

79. Section 512(1) of the *Criminal Code* states:

“Certain actions not to preclude issue of warrant

- **512 (1)** A justice may, where the justice has reasonable and probable grounds to believe that it is necessary in the public interest to issue a summons or a warrant for the arrest of the accused, issue a summons or warrant, notwithstanding that
 - (a) an appearance notice or undertaking has been confirmed or cancelled under subsection 508(1);
 - (b) a summons has previously been issued under subsection 507(4); or
 - (c) the accused has been released without conditions or with the intention of compelling their appearance by way of summons.”

VOLUME #1(B)(III): *Interpretation Act*

80. I note the following from section 32 of the federal *Interpretation Act*:

“32 Where a form is prescribed, deviations *from that* form, not affecting the substance or calculated to mislead, do not invalidate the form used.”

81. I do not believe that “**Intake Court Endorsement**” is a **Form 7** under the *Criminal Code*. I do not believe that the **Intake Court Endorsement** is a ***form*** at law because I cannot find any form under *Criminal Code* that lists “**Intake Court Endorsement**”. As it relates to forms under the Ontario Court of Justice website, which I appreciate are not forms under the *Criminal Code*, I cannot find any form that is denoted as “**Intake Court Endorsement**” either. By my computation, there are 17 forms thereunder and none of them include the name of “**Intake Court Endorsement**”. Moreover, there is not a single form thereunder that is listed with the words of: (i) Intake; or (ii) Endorsement.

For ease of reference, I now copy and paste the forms from the ONCJ website relating to the 17 forms:

#	Name of Form	Form	Rule/Practice Direction/Guide
1	Form 1: Application	<u>Word</u>	<u>Criminal Rules of the Ontario Court of Justice, R</u>

#	Name of Form	Form	Rule/Practice Direction/Guide
2	Form 2: Response	<u>Word</u>	<u>Criminal Rules of the Ontario Court of Justice, R</u>
3	Form 3: Consent	<u>Word</u>	<u>Criminal Rules of the Ontario Court of Justice, R</u>
4	Designation of Counsel	<u>Word</u>	
5	Sample Enhanced Designation of Counsel	<u>Word</u>	<u>Practice Direction: Enhanced Designations of Co</u>
6	Private Prosecution Application Form	<u>Word</u>	<u>Guide for Applying for a Private Prosecution</u>
7	Peace Bond Application Form	<u>Word</u>	<u>Guide for Applying for a Peace Bond</u>
8	Request for Special Bail Hearing Form	<u>Word</u> <u>PDF</u>	<u>Ontario Court of Justice Protocol Re Bail Hearing</u>
9	Surety Declaration Form	<u>Word</u>	<u>Ontario Court of Justice Protocol Re Bail Hearing</u>
10	Application for Consent Variation of Bail Form	<u>PDF</u>	<u>Consent Variations Procedures for Release Order</u>
11	Application for Consent Variation of Police Undertaking Form	<u>PDF</u>	<u>Consent Variations Procedures for Release Order</u>
12	Waiver and Request for Adjournment/Remand in Accused Person's Absence	<u>PDF</u>	<u>Waiver of Personal Attendance and Request for A</u> <u>Custody</u>
13	Trial/Preliminary Inquiry Scheduling Form	<u>PDF</u>	<u>Practice Direction: Procedure for Scheduling of C</u>
14	Notice of Election Form	<u>Word</u>	<u>Practice Direction: Procedure for Scheduling of C</u>
15	Undertaking to the Court for Access to Digital Court Recordings/Request Form	<u>Word</u> <u>PDF</u>	<u>Policy Regarding Access to Digital Audio Recor</u>
16	Undertaking of Counsel/Licensed Paralegal of Record to the Court for Access to Digital Court Recordings/Request Form:	<u>Word</u> <u>PDF</u>	<u>Policy Regarding Access to Digital Audio Recor</u>
17	Virtual Plea Application (On Consent) Form	<u>Word</u>	<u>Practice Direction: Mode of Appearance for Onta</u>

82. To the extent that the “**Intake Court Endorsement**” is considered to be a form, which I do not believe that it is, I believe it has deviated from the **Form 7**, that is affects the substance of the form.
83. I believe and allege that the “**Intake Court Endorsement**” is not an endorsement because it is unsigned. I believe and allege that the **Intake Court Endorsement** is a false document and it was uttered to me in another proceeding. I believe that whoever prepared the **Intake Court Endorsement** created the same and was *calculated in misleading* whomever would read the same thereafter.
84. I believe and allege, as there is no signature for Justice of the Peace Mr. George Jiri (who was assigned to the Brampton Ontario Court of Justice), that forgery may or may not arise. To the extent that the **Intake Court Endorsement** was purporting to operate as a ‘warrant in the first’ (an *arrest warrant* or warrant for arrest), I believe and allege based on the sources of my beliefs *supra* and *infra* that it is invalid on its face or *prima facie*. If it is, I believe that will affect my rights in the HRT0 Proceeding.
85. I further note that the language of “intake” is under the *Family Law Rules (Ontario)* under Rule 17(8)(b) which states:

- “(b) make an order requiring one or more parties to attend,
- (i) a mandatory information program,
 - (ii) a case conference or settlement conference conducted by a person named under subrule (9),
 - (iii) an **intake** meeting with a court-affiliated mediation service”

86. I note that ‘intake’ does not populate under the *Criminal Code* when I input the same into CanLII as of today’s date.
87. Ergo, based on the above under this
88. I note the definition of “**intake**” is: ‘the taking in’ of something (see: M-W dictionary (online)).
89. I note the definition of “**endorsement**” is:
- a**
: to write on the back of
especially : to sign one's name as payee on the back of (a check) in order to obtain the cash or credit represented on the face
 - b**
: to inscribe (one's signature) on a check, bill, or note
90. I note the definition of the verb “endorse”: to sign the back of (a check, bank note, or bill) especially to receive payment, to indicate method of payment, or to transfer to someone else (see: M-W Dictionary (online)).
91. I note that “intake” is a requirement in family law matters (but not under the *Rules of Civil Procedure*, or Criminal Court Rules of the ONCJ or the Criminal Proceedings Rules for the Superior Court of Justice (Ontario) (see: “Intake is often a prerequisite for starting many court applications in family law, particularly those involving children's matters”).
92. I also note that the “**Intake Court Endorsement**” does not specify which court is conducting an ‘intake’, when it is to do so, how it is to do so. I also note that the “ICE” does not specify which level of court is handling the alleged intake.
93. I also note that there is no such form called an “**Intake Court Endorsement**” under the Forms under the Criminal Proceedings Rules of the Superior Court of Justice

Form Number	Form Title	Version Date	Effective Date	HTML/PDF Form	MS Word Form
17 & 18A1	Combined form 17 and form 18-A1 (province wide) This form is available for download from the <u>Superior Court of Justice website</u> .	May 27, 2024	May 27, 2024	NA	NA
1	Notice of Application	Jan. 1, 2024	May 27, 2024	NA	<u>cor-1-rev0124-fil-en.docx</u>
2	Notice of Appeal	Jan. 1, 2024	May 27, 2024	NA	<u>csr-2-40-rev0124-fil-en.docx</u>

Form Number	Form Title	Version Date	Effective Date	HTML/PDF Form	MS Word Form
2A	Supplementary Notice of Appeal	Jan. 1, 2024	May 27, 2024	NA	<u>csr-2a-40-09-rev0124-fil-en.docx</u>
2B	Notice of Intention to Present Appeal in Writing	Jan. 1, 2024	May 27, 2024	NA	<u>csr-2b-40-17-rev0124-fil-en.docx</u>
2C	Authorized Court Transcriptionist's Certificate Respecting Evidence	Jan. 1, 2024	May 27, 2024	<u>csr-2c-40-08-rev0124-fil-en.pdf</u>	NA
2D	Authorized Court Transcriptionist's Completion Certificate	Jan. 1, 2024	May 27, 2024	<u>csr-2d-40-08-rev0124-fil-en.pdf</u>	NA
4	Affidavit	Nov. 1, 2013	Jan. 1, 2014	NA	<u>csr-4-rev1113-fil-en.doc</u>
5	Notice of Application and Constitutional Question	Jan. 1, 2024	May 27, 2024	NA	<u>csr-5-27-03-rev0124-fil-en.docx</u>
6	Acknowledgment of Receipt Card	Jan. 1, 2024	May 27, 2024	<u>csr-6-5-rev0124-fil-en.pdf</u>	NA
7	Affidavit of Service	Jan. 1, 2024	May 27, 2024	NA	<u>csr-7-5-rev0124-fil-en.docx</u>
8	Certificate of Service by Sheriff	Jan. 1, 2024	May 27, 2024	<u>csr-8-5-08-2-rev0124-fil-en.pdf</u>	NA
9	Notice of Abandonment	Jan. 1, 2024	May 27, 2024	NA	<u>csr-9-rev0124-fil-en.docx</u>
10	Release Order	Nov. 1, 2013	Jan. 1, 2014	<u>csr-10-20-42-rev1113-en.pdf</u>	NA
10A	Conditions of Release	Jan. 1, 2024	May 27, 2024	NA	<u>csr-10a-20-42-rev0124-fil-en.docx</u>

Form Number	Form Title	Version Date	Effective Date	HTML/PDF Form	MS Word Form
10B	Consent Variation of Release Order under s. 519.1 of the Criminal Code	Jan. 1, 2024	May 27, 2024	NA	<u>csr-10b-20-rev0124-filen.docx</u>
11	Order Releasing Exhibits for Scientific Testing	Jan. 1, 2024	May 27, 2024	NA	<u>csr-11-21-rev0124-filen.docx</u>
12	Order for Attendance of Prisoner at Court Proceeding	Jan. 1, 2024	May 27, 2024	NA	<u>csr-12-23-rev0124-filen.docx</u>
13	Order for Transfer of Prisoner to Custody of Peace Officer	Jan. 1, 2024	May 27, 2024	NA	<u>csr-13-23-rev0124-filen.docx</u>
13A	Order for Attendance of Prisoner at Judicial Interim Release	Jan. 1, 2024	May 27, 2024	NA	<u>csr-13a-20-rev0124-filen.docx</u>
14	Commission	Jan. 1, 2024	May 27, 2024	NA	<u>csr-14-24-rev0124-filen.docx</u>
15	Letter of Request	Jan. 1, 2024	May 27, 2024	NA	<u>csr-15-24-rev0124-filen.docx</u>
16	Order for Commission and Letter of Request	Jan. 1, 2024	May 27, 2024	NA	<u>csr-16-24-rev0124-filen.docx</u>
18	Designation of Counsel	Aug. 1, 2020	Aug. 1, 2020	NA	<u>csr-650-01-rev0820-filen.doc</u>
18C.1	Trial Readiness Report (Where Trial Readiness Court Held)	Jul. 31, 2024	Dec. 9, 2024	NA	<u>csr-18c1-rev0724-filen.docx</u>
18C.2	Trial Readiness Report (Where Trial Readiness Court Not Held)	Jul. 31, 2024	Dec. 9, 2024	NA	<u>csr-18c2-rev0724-filen.docx</u>

Form Number	Form Title	Version Date	Effective Date	HTML/PDF Form	MS Word Form
19	Appellant's Factum – Appeal from Sentence Only	Jan. 1, 2024	May 27, 2024	NA	csr-19-40-rev0124-fil-en.docx
20	Application for Review of Parole Ineligibility	Nov. 1, 2013	Jan. 1, 2014	NA	csr-20-rev1113-fil-en.doc
21	Affidavit in Support of Application for Review of Parole Ineligibility	Jan. 1, 2024	May 27, 2024	NA	csr-21-rev0124-fil-en.docx
22	Requisition	Jan. 1, 2024	May 27, 2024	NA	csr-22-4-08-rev0124-fil-en.docx
23	Pre-hearing Conference Report for Crown Applications	Jan. 1, 2024	May 27, 2024	NA	csr-23-35-rev0124-fil-en.docx

VOLUME #1(B)(IV): The Brampton Courthouse

94. I believe that the Brampton Ontario Court of Justice (the “**Brampton ONCJ**”) is located at: 7755 Hurontario Street Brampton, Ontario L6W 4T1 (see: [Ontario Court of Justice website](#)). I note that the Brampton courthouse has not only a Superior Court of Justice but also a **Divisional Court** within that ONSC (the “Brampton ONCJ”, the “Brampton ONSC” and “Brampton ONSC (Divisional Court” together defined as the “Brampton Courthouse”).
95. I note the following hours that Brampton Courthouse ascribes for its case management court:

Time	Tier
9:00 a.m.	All Counsel/Duty Counsel with matters in this court.
10:00 a.m.	Self-represented
11:00 a.m.	Health Break
11:30 a.m.	Self-represented
1:00 p.m.	Lunch
2:15 p.m.	Self-represented
3:15 p.m.	Health Break
3:30 p.m.	Duty Counsel and Enhanced Designations

VOLUME #1(C): Intake Court Endorsement: not a Form 7

96. I observe that the **Intake Court Endorsement** is not a **Form 7**. Instead of having a “header” or “heading” of **Form 7**, it has the following:
- a. Toronto Police Service Police Case ID:457197; and
 - b. Occ#:24-2082035.
97. I observe as a fact that underneath the above language is the diction of “**Intake Court Endorsement**”. However, there is no endorsement in the document itself.
98. Therefore, all that remains is “Intake Court”. I note that the “Court” where the proceeding, as per the documents provided by Ms. Anguelova of the City of Toronto (legal counsel division)
99. By virtue of being a party in a **ONSC Divisional Court** matter, I am aware of a document in a judicial review provided to me by the **Divisional Court** that was titled, “Intake Court Form”. I draw that to the attention of the **ONCJ** because I received the Intake Court Form from the **Divisional Court** and it was particular or unique to it [the division of the Ontario Superior Court of Justice known as the **Divisional Court**].
100. Moreover, I have filled out a **Form 14F** for the very tenancy matter that was before the **LTB** but now before the **ONSC**. I was required to fill out one of those forms when I duly paid for and filed my “Notice of Application” pursuant to statutory authority to transfer my **T2 Application** to the **ONSC** on account of my damages (liquidated and unliquidated) exceeding \$35,000. I have continued to marshal that matter forward with further affidavits while I finalize my Compendium, written argument *et al.*
101. As per the record of proceeding herein, this **ONCJ** will be aware of the **Formal Admission Document** tendered by declared counsel to the **Landlord** (the **Purported Complainant**’s mother) that admitted, without retraction, that I was criminally charged for my communications that were related to that **LTB Proceeding**. I did not disagree that my communications were exclusively in relation to the **LTB Proceeding** and that I believed at all times that I was sending them on account of lawful purpose and lawful authority.

VOLUME #1(C)(I): “Intake Court Form” different from “Intake Court Endorsement”

VOLUME #1(C)(I)(a): the Purported Rojas Information: delivered to which justice, in which region, and which level of court?

102. As the Brampton Courthouse is distinct from that of courthouses in Toronto, Ontario, and they operate with different police forces and jurisdictions, with divisions within Toronto itself, I do not believe, if the **Purported Rojas Information** was valid and not a “false document” that she, in fact, delivered said **Purported Rojas Information** to **JP Jiri** of the Brampton **ONCJ**. Rather, I believe that *to the extent* that the **Purported Rojas Information** was delivered to any ‘justice’, it was delivered to a justice in the Toronto region.
103. I believe, based upon the evidence that I am now providing, that it would have been a judge of the **ONCJ** or the **ONSC**. I come to my conclusion on which justices that I think it could have been based on the known facts to me at this time, while reserving my rights in fact and at law, at the end of the affidavit herein.

104. I believe that it is more likely than not that it was a justice of the **ONSC** located in the Toronto region. I observe that there are approximately (based upon my last computation) 93 justices in the Toronto region. I note that a justice of the **ONSC** is also a judge of the **ONSC Divisional Court**.
105. I based my belief on the sources herein to this my **Declaration #10** but also on the following facts including but not limited to:
- a. A justice of the peace (a “**JP**”) is constrained by the statute that so empowers he or she;
 - i. In this vein, I do not believe that a justice of the peace has the power to issue an ‘**Intake Court Endorsement**’. I believe that a justice of the peace has the power to either decline to issue an “arrest warrant” and then execute the same by way of endorsing the blank space for his signature along with his name, title, location, date *et al* (see: **Form 7** of the *Criminal Code*). I also believe that a Justice of the Peace has the power to issue a summons over a warrant unless he or she is of the belief that it is in the public interest to issue a warrant;
 - b. A provincial court justice is also constrained by the statute that so empowers he or she and does not have inherent jurisdiction like an Ontario Superior Court Justice; and
 - i. In this vein, I do not believe that a justice has the power to issue an ‘**Intake Court Endorsement**’ when faced with an information that did not provide any evidence of why a warrant would be necessary. I believe that a provincial court justice has the power to either decline to issue an “arrest warrant” and then execute the same by way of endorsing the blank space for his signature along with his name, title, location, date *et al* (see: **Form 7** of the *Criminal Code*). I also believe that a provincial court justice has the power to issue a summons over a warrant unless he or she is of the belief that it is in the public interest to issue a warrant.
106. To summarize the above, I do not believe wither a justice of the peace or a provincial court judge has the power to issue an **Intake Court Endorsement** in the face of an information seeking to have me criminally charged for a singular count of non-repeated communications on a day in which I did not communicate with the **Purported Complainant**.
107. I also do not believe that any justice of the peace outside of the Toronto region would entertain such an information by a court officer of the **TPS** as I believe his or her first question would be, “Why is this brought before me when you have a plethora or surfeit of justices of the peace in the Toronto region?” Moreover, I do not believe that **JP Jiri** would have entertained such an “Information” like that of **Purported Rojas Information** when I believe his former division (**52nd Division**) was ‘behind the criminal charge’. I believe that while he is not a provincial court judge or superior court justice, he would be aware of the requirement that the appearance of independence, not only being independent, when hearing and deciding the issue of any type of warrant.
108. I believe that while it appears that **JP Jiri** resides, based on public documents, in areas outside of the Toronto region, I believe that the assignment of him to Brampton over the Toronto region would have been, in part, based upon where he worked most recently, namely the **52 Division** of the **TPS**.
109. I note that the **52 Division** is located close to Dundas and University, and it is the one police division that is the closest to the courthouses at:
- a. **ONCJ**: 10 Armoury Road, Toronto, Ontario;
 - b. **ONSC**:
 - i. 393 University Avenue, Toronto, Ontario;
 - ii. 330 University Avenue, Toronto, Ontario;
 - iii. 361 University Avenue, Toronto, Ontario; and
 - c. **ONSC (Divisional Court)**: 130 Queen Street West, Toronto, Ontario.

110. I observe that Ms. Niki Kanavas’ law office is located at 55 University Avenue, Toronto, Ontario (see: **LSO Directory**).
111. As Constable Romano represented to me, “Well, we have a warrant for your arrest” (or words to that effect) on October 2, 2024, and I did not want to be seen to have engaged in any form of contempt of a court order by a justice (irrespective of which level it was issued at and whether or not it was a JP, provincial court judge, **ONSC** justice and/or **ONCA** justice), I now believe that one of the reasons he did not wish to show it to me that document was that it was either in the form that was presented to me or it was by a justice that was in a conflict of interest *per se*.
112. I still have not seen a copy of any arrest warrant for me in a **Form 7** with my name on the same along with my birthdate. Based upon the above, I believe that if a **Form 7** was duly completed, dated and signed, it was done so by a justice of the Toronto region, and a justice of the **ONSC**. I demand to see it forthwith. I will provide a copy of this sworn affidavit to any person that I believe can provide me a copy of the same including any supporting documentation so associated with the same.

VOLUME #1(C)(I)(b): “Intake Court Endorsement”: *what is it? When is it used? What type of court utilizes the same?*

113. I believe that the **Intake Court Endorsement** is primarily, if not exclusively, utilized in *family law*. I distinguish between that which is an ‘intake document’ or email to the ‘intake division’.
114. I note that in the **Divisional Court (ONSC)** has a practice direction since June 15, 2023, that does not require case conference like it did under previous or spent ‘practice directions’ and “notices to the profession”.
115. From Google with hyperlinks to various Ontario Court websites, which are all noted in the following summary, it appears in relation to an ‘**Intake Court Endorsement**’:

“An “**Intake Court Endorsement**” typically refers to the initial written direction a judge gives at the beginning of a court case, outlining specific steps or actions the parties need to take. It is a document that helps to establish the groundwork and process of the case, whether it's a family law matter or another type of legal proceeding.”

116. From my review, it appears to me that an ‘**Intake Court Endorsement**’ is primarily utilized in family law matters, **ONSC** matters, and in Toronto including the following:
- a. Where the Office of the Children’s Lawyer (the “**OCL**”) is involved (see: link for Ontario Court Forms);
 - b. The Notice to the Profession of the **ONSC** in February 2022: Ontario Courts Notices and Orders Post Covid-19 Notice;
 - i. While there is a reference to criminal **ONSC** matters, they relate to the following:
 1. guilty pleas (see: “Criminal Matters” under (iii)) but also relating to pre-trial matters where the **Criminal Intake Office** is so involved:
 - a. (see: “(v) **Pre-trial applications in which viva voce evidence is to be heard or which are to be held in camera**”)^{viii} and the following
 - i. (see: (a) **Consent releases – In chambers** (see: Counsel will fill out the conditions of release and surety declaration (if applicable). These will be forwarded to the Admin Crown who will forward it to the registrar’s office at SCJ.CriminalCourtSupport@ontario.ca and to the

- ii. The registrar will complete the paperwork and provide it to the parties for their signature. A written confirmation from counsel that they have ‘witnessed’ the sureties’ signatures will be accepted (whether it be over the phone, via Facetime, Skype, etc.). The release order will be sent by Criminal Intake to an available judge for approval and execution.
- ii. I do not believe any of the above are relevant *per se* to that of a Brampton JP issuing an “**Intake Court Endorsement**” in a court where he has jurisdiction therein;

VOLUME #1(C)(I)(b)(i): More Relevant to Family Law Proceeding

117. I base my belief upon the following, including other evidence in this herein proceeding and this herein affidavit, which is now copied and pasted from the below hyperlink (as it relates to what is an “**Intake Court Endorsement**”):

“The judge's decision is usually in the form of an endorsement. An endorsement is the *written directions a judge gives you and your partner that says what you must do or not do*. You should now get a formal signed order from the court.

You or your partner can do this by filling out **Form 25: Order** listing all the orders in the endorsement, and send it to the other for approval. You must both agree with the wording of the orders. In some cases, the court clerk may prepare the order for you. Once you have your order, it's up to you and your partner to respect the order and follow it.”

(see: Steps To Justice in Ontario).

118. I do not see any reference to “**Intake**” involving **10 Armoury ONCJ**.
119. As such, my belief is that this “**Intake Court Endorsement**” was perhaps relayed orally to one of the police officers of the **52nd Division** by a justice of the **ONSC**.
120. In relation to the impractical requirements of a telewarrant *per se*, I disagree that there were any urgent circumstances, as per the **Purported Rojas Information**.
121. However, I am seeking an original or certified true copy of the **Purported Rojas Information** to determine whether what was apparently contained in the ‘court file’ or ‘disclosure’
122. Moreover, Mrs. Frugoni-Rojas was a court officer at the time of the **Purported Rojas Information**. By that very definition, I believe she could have attended any of the courthouses on University Avenue, and attended before a justice of the peace, justice of the ONCJ or ONSC. I believe that it would have been more impractical to communicate with a justice of the peace in Brampton as opposed to one of the 93 justices in the ONSC (Toronto Region), the 74 justices of the ONCJ (Toronto Region), and/or the 75 justices of the peace in the ONCJ (Toronto Region).
123. I now copy and paste from the website link involving the represented jurisdiction of the justices of the peace in ONCJ:

“Justices of the Peace work broadly in two main areas of jurisdiction:

criminal law and
provincial offences.

Justices of the peace of the Court have jurisdiction with respect to provincial offences, bail hearings and search warrants. Their responsibilities also include, but are not limited to, presiding in criminal set-date court and hearing s. 810 Criminal Code applications.”

124. I further note the following from the Ontario Court of Justice website:

“A justice of the peace in Ontario is a judicial officer appointed pursuant to the Justices of the Peace Act, R.S.O. 1990, C. J.4. This Act affirms that a justice of the peace has judicial jurisdiction throughout Ontario and creates a framework under which justices of the peace are appointed and hold office, and also provides for the conditions under which they perform their duties. There are over 325 justices of the peace in Ontario that are assigned to and perform judicial responsibilities. Both provincial court judges and justices of the peace compose the Ontario Court of Justice, one of Ontario’s two trial courts.

The judicial functions, powers and duties of a justice of the peace are set out in legislation and case law. Two of the more important legislative Acts which confer jurisdiction upon a justice of the peace are the Criminal Code and the Ontario Provincial Offences Act, but there are many other federal and provincial statutes and regulations that empower justices of the peace with legal authority and/or jurisdiction. Primarily, the two main areas of jurisdiction are criminal law and regulatory law (provincial offences).

Respecting criminal law, justices of the peace preside over virtually all judicial interim release (bail) hearings in the province and the majority of criminal remand courts. They also preside over other criminal hearings. They receive informations (the document which commences a criminal proceeding), confirm or consider the issuance of process by either a summons or a warrant and are responsible for receiving and considering the denial or issuance of search warrants and other matters of criminal process.”

(see: <https://www.ontariocourts.ca/ocj/jpaac/role/>).

125. I do not read anything in the above that authorizes a justice of the peace to issue an “**Intake Court Endorsement**” over the consideration of a summons in the prescribed or statutory form or a warrant (arrest with potentially search warrant *et al* in the correct forms). To the extent that JP Jiri, in fact, issued the same, which I do not believe that he did, then I allege and now take the position that such an issuance of a process renders the entire proceeding void *ab initio*.
126. There is no issue herein as to a provincial offence. Further, there is no issue as it relates to a bail hearing. Moreover, I would be rather stunned and a raised a jurisdictional objection if I were taken on October 2, 2024, to a Brampton jail when my fixed address was in Toronto. I have never been served with any search warrant and that issue has not arisen in this criminal proceeding.
127. There is also no issue herein as it relates to a peace bond. I have been appreciative of the work that the JP’s do in criminal set-date court and I note that their, in my view, extremely heavy burden therein.
128. *Ergo*, I believe, based on the above, that a “Justice of the Peace” was not authorized at law to issue an “**Intake Court Endorsement**”. I believe that JP Jiri, with some 23 years as a police officer, unblemished record at that, with a diploma in Police Foundations from **Seneca** and earning a degree in criminal justice studies while working as a police officer would not know the difference between a Form 7 and an **Intake Court Endorsement**.

129. However, a justice of the ONSC has inherent jurisdiction and may issue certain orders, which in the civil realm includes an endorsement on the motion, application, compendium or other document (or the alternative of a separate document under the Rules of Civil Procedure (et seq), that control the court processes. At the same time, my review of the law leads me to the belief that inherent jurisdiction cannot, of course, be exercised so as to conflict with statute or rule. Moreover, based upon my review of the law, I believe because it is a special and extraordinary power, it should be exercised only sparingly and in a clear case. I believe that another restriction on the application of the doctrine of inherent jurisdiction appears to be that inherent jurisdiction cannot be used to create new rules of substantive law.
130. I am not aware of any law that would have authorized even a ONSC Justice with the powers under the Courts of Justice Act to engage in issuing an “**Intake Court Endorsement**” that masqueraded as a ‘potential arrest warrant in the first’ without complying with nine of the ten requirements in the Form 7.
131. However, I believe it is only a justice of the ONSC that could have even attempted to issue such an “**Intake Court Endorsement**”. I note that the *Courts of Justice Act* provides the basis for many civil and family regulations (but it has some applicability to the criminal court jurisdiction of the ONCJ (including justices and justices of the peace), ONSC (judges) and ONCA (judges) (see: (see: section 69, 70, 95, 125, 126, 132 and 146).
132. I note that section 146 states:
- “Where procedures not provided**
146 Jurisdiction conferred on a court, a judge or a justice of the peace shall, in the absence of express provision for procedures for its exercise in any Act, regulation or rule, be exercised in any manner consistent with the due administration of justice. R.S.O. 1990, c. C.43, s. 146.”
133. I believe that the procedure for applying for and granting an arrest warrant is rather banal and rudimentary considering the usage of a Form 2 and a Form 7.
134. If there was such urgency to obtaining an arrest warrant involving myself, which I cannot decipher from the Form 2 of the **Purported Rojas Information**, then I query: why was there no immediacy in the **Intake Court Endorsement** to have me arrested? I also query on a factual level: why was there no immediacy in actually attempting to arrest me? I further query: what if I did not respond to Constable Romano on October 2, 2024, or at all? Based on his representation to me, the property denoted in his email to me would have been sent to the TPS PEMU.

VOLUME #1(C)(I)(c): Intake Court Endorsement: Primarily a Species of Family Law but that of a Judge (not a ‘justice’)

135. I note that an “**Intake Court Endorsement**” is primarily a species of family law but also of the Superior Court of Justice and not an **ONCJ**.
136. I believe that a “Justice of the Peace” only has jurisdiction in the Ontario Court of Justice and not the Ontario Superior Court of Justice.
137. While the **Intake Court Endorsement** does not utilize the titles, headings and language in a **Form 7** under the *Criminal Code*, it does utilize my name but without my birth date. Moreover, it is not directed to any “peace officers” let alone a territorial jurisdiction. The **Intake Court Endorsement** does not outline any charge.

138. In addition to the required and mandatory language in a *pro-forma* **Form 7** of the *Criminal Code*, the **Intake Court Endorsement** does **not** authorize any immediacy to bringing the accused (presumably myself albeit with my first and last name but not middle name and **without** my date of birth) before any of the following:
- a. Court;
 - b. Judge; or
 - c. Justice.
139. For more specificity in relation to the above, I do not see any signature (digital or otherwise) of **JP Jiri** therein. I have printed out the document and inspected the same with a magnifying glass and there is no signature therein.
140. While the **Intake Court Endorsement** does contain his name, there is no signature as it only contains his name once. To the left of his name is an image, which is not securely placed in the document, and it is not **JP Jiri**'s name but a 'logo' or 'insignia' which I now copy and paste:



Justice of the Peace Ontario Court of Justice

141. Now shown to me by way of my copy and paste of the logo from the Ontario Court of Justice homepages online is as follows:



142. I believe and allege that whomever created the purported inclusion of **JP Jiri** into this matter utilized, crudely in my view, the website of the "[Find Vector Logo](#)"^{ix} and there is a similar, in my view, image to that which was included in the above:



Ontario

143. It appears that whoever created the document at **Exhibit “A”**, page 3, also included “Justice of the Peace Ontario Court of Justice”.
144. There is no signature and as such there is no date and place included therein.
145. I maintain my position that I have yet to be provided with an “Arrest Warrant.” I again re-swear my previous evidence that Constable Romano and DC Kolankowski did not have a copy of any “arrest warrant” on them at the time of the arrest on October 2, 2024. I re-swear my previous evidence that I demanded a copy of the arrest warrant from the time that Constable Romano represented to me that he had an “arrest warrant.” As of today’s date, I still do not have a copy of any arrest warrant.
146. I note that from the time of the **Court Officer Ms. Frugoni-Rojas** allegedly declaring the non-facts and recitation of parts of subsection 264(2)(b) and the alleged time of the **Intake Court Endorsement**, which was apparently at two different times on September 23, 2024, to the time of the arrest, albeit predicated upon the False Pretense Email, that some ten days passed between those dates. At no time was outside of the City of Toronto. At no time was evading any form of service or communications with the police or any other person. Rather, I was advancing matters in the **LTB Proceeding** based upon the **Unlawful Lockouts**, attending various appointments (medical and otherwise) *et al.* I have evidence of filing of documents during that period should this **ONCJ** require the same.

VOLUME #1(D): The Redundancy of the usage of JPG or PNG logo of the **ONCJ** (vectorized) and the “Justice of the Peace Ontario Court of Justice”

147. *To the extent* that the **ONCJ** logo is a current logo of the **ONCJ** logo and so utilized, I believe that the words of “Ontario Court of Justice” would not have been required.

VOLUME #1(E): What is a Court Officer?

148. I believe that a court officer is the following as per the **TPS website^x**:

“What We Do

- Maintain security and control of persons in custody who are required to attend court
- Transport persons in custody to the courts
- Receive and book persons in custody for court appearance purposes and record pertinent information

- Check, record and file various court documents
- Control, monitor and escort persons lodged in holding cells and escort them to court
- Maintain security and order in courtrooms and courthouse
- Record details of dispositions from court
- Monitor courthouse entrances via electronic screening
- Execute arrests when required
- Obtain DNA samples from persons in and out of custody, as ordered by the court”

149. I observe from the above that part of the job description of a “Court Officer” is not swearing information in support of an arrest warrant. I take notice of the distinction between ‘executing arrests (when required)’ versus the swearing of evidence, under the penalty of perjury, versus the execution of arrests, which may be with or without an arrest warrant. As such, I do not know whether a court officer is permitted to swear evidence in support of a charge. However, I do not see anything in the Form 2 that was in support of an “Arrest Warrant”.

150. I have emailed **Ms. Frugoni-Rojas** regarding the authenticity or lack thereof of the **Purported Rojas Information** but she has not responded to those emails.

151. Now shown to me is a copy and paste from the same website under the second heading of “What It Takes”:

- Successful completion of grade 12 education or an approved equivalent
- Must be at least 18 years of age and legally eligible to work in Canada
- Must be in possession of valid Special Constable certification from Applicant Testing Services Inc. (ATS)^{xi}
- Must be fully licensed (G class) driver and meet the requirement of the Graduated Licensing system in the Province of Ontario and have accumulated no more than six (6) demerit points. G1 and G2 licenses do not meet the requirements
- Must not have been convicted of a criminal offence for which a pardon has not been granted
- Must not have any charges pending before the courts
- Must have Standard First Aid/Level “C” CPR
- Must be a Canadian Citizen or permanent resident
- Must be able to achieve physical fitness standards

152. I take notice of what is required to be a ‘special constable’ from the **ATS**.

153. I now copy and paste the following from the same **TPS** website under

- Court Officers start their career in a part time capacity and are promoted to full time when vacancies arise
- Monday to Friday work schedule. A minimum of 3 hours a day, when scheduled, is guaranteed. Some weekend work and shift work is required.
- Comprehensive benefit package upon completion of probationary period (1044 hours)
- Opportunity for advancement and career development
- A dynamic and challenging environment.

154. I now copy and paste from under the relevant heading titled below:

“Application Submission

- When a vacancy is posted on our Careers page or the **TPS** Job Info Line (416-808-7134) an online application needs to be completed (valid email address is required)
- Proof of valid Special Constable or OACP Police Constable certification from ATS must be uploaded to your online application
- A resume and cover letter are optional
- Out of province applicants should contact the Toronto Police Service Employment via email or call 1-888-396-JOIN(5646)”

155. I now copy and paste from the following heading of “Take the Challenge”:

- Obtain your Special Constable certification or Ontario Association of Chiefs of Police
- Apply online to the Part-Time Court Officer posting on the Toronto Police Service’s Careers (under Civilian Roles)
- Applicants who pass the initial screening will be called for a job interview. The interview will be a combination of job knowledge, situational and behavioural event-style questions
- Successful applicants will undergo an in-depth background check
- Applicants receiving an offer of employment will be required to successfully complete a medical evaluation and receive RCMP clearance prior to the assigned hire date

156. I do not know whether Ms. Frugoni-Rojas is a part time or full court officer.

157. I do not know whether Ms. Frugoni-Rojas had any weekend work and/or shift work generally and/or specifically on the weekend of Saturday September 21, 2024, and Sunday, September 22, 2024.

158. I shall provide her or the designated detective with a copy of this declaration #10 along with the motion materials.

159. I do not know whether Ms. Frugoni-Rojas has completed a probation period of 1044 hours. I believe that if she was only receiving three (3) hours per day when scheduled, it would take her 348 days to complete her probationary period. If there are approximately 261 workdays in a year or 522 workdays in two years, I believe it would take her approximately one and a quarter years to complete her probationary period.

160. What I do know about **Ms. Frugoni-Rojas** is as follows:

- a. Her previous first name was: ‘Christin’;
- b. Her previous last name was: ‘Boulton’;
- c. She attended Seneca College (formerly Seneca Polytechnical) at least in 2001-2002 when she was a player on the indoor soccer team for Seneca College with its nickname of **Seneca Stings**; and
- d. She changed her first and last name in 2006 (see: Ontario Gazette of February 4, 2006).

161. I observe that Ms. Frugoni-Rojas was utilizing her legally changed name of “Christyn” in 2001-2002 with the Seneca Stings which was prior to the legal name change.

162. I presume without knowing that Ms. Frugoni-Rojas married the TTC operator in Mr. Jorge Frugoni-Rojas at some time in 2005 or 2006 (see: **Sunshine List** involving that name).

163. I would presume without knowing that Ms. Frugoni-Rojas attended Seneca College on or around 2001-2002 but I do not know whether she graduated with any diploma or degree at that time (*to the extent* that Seneca College could issue a degree).

164. I note the following from the website of the **TPS** with the following title “Our History of Court Services” [emphasis is mine]:

“In the early 1980s, the Toronto Police Service initiated the hiring of civilian personnel to fill the position of Court Officer. Court Officers are primarily responsible for the safety and security of the public within Toronto's court locations, as well as the transportation, security and safety of over 400 prisoners attending court each day. Prior to 1980, this function was performed by uniformed police officers under the supervision of a police sergeant at each court location. In 1980, the first class of twenty civilian employees was appointed by the Toronto Police Services Board to replace the uniformed police officers at the court locations. These Court Officers were sworn in as Special Constables, pursuant to the provisions of the *Police Services Act*, which conferred onto them the powers of Police Officers for the performance of their duties.

As the city's policing needs expanded, so did the continued civilianization of Court Services. In 1984, the first civilian supervisors were trained to replace the police Sergeants. These supervisors reported to a Detective Sergeant who was responsible for managing all the **TPS** personnel assigned to a particular court location.

In the mid 1980s, the Summons Bureau became a part of Court Services and the Civilian Summons Servers and support staff took on an expanded role under the newly created Document Services Section. The title Summons Server was changed to Document Server to reflect the expanded responsibilities. Document Servers are responsible for serving summonses, subpoenas and other court documents on individuals required to attend Toronto courts.

Court Services later took on the responsibility of overseeing the Matrons, now referred to as Custodial Officers, which is a small but dedicated group of employees tasked with managing female prisoners at a central location.

By 1990, Court Officers had taken over the responsibility of transporting prisoners in specialized wagons^{xii} between the court locations, divisions and correctional facilities; a task previously performed only by uniformed police officers. This centralized service became known as the Prisoner Transportation Section. By 1995 Court Services promoted its first civilian to the position of Location Administrator, replacing the Detective Sergeants who were formerly in charge of the court locations. Today all sections within Court Services are managed by civilian Location Administrators. These Location Administrators report to one of two Staff Inspectors, who in turn report to the Superintendent of Court Services^{xiii}.

The role of the Special Constable within Court Services has developed significantly beyond its original mandate. As new laws were introduced by Parliament, and the City's law enforcement needs became increasingly complex, Court Services evolved to assist the **TPS** in meeting those demands.

Court Services now employs over 745 of the Service's approximately 2,500 civilian employees. It comprises several sub-units including Prisoner Transportation, Document Services, the Training Section, and the Computer Assisted Scheduling of Courts (CASC). The role of the Special Constables within these sub-units includes the service of legal documents; the execution of warrants; the collection DNA samples from convicted offenders; assisting the **TPS** Public Order Unit in maintaining order during public demonstrations; and being involved in all aspects of the

Court Officer hiring and training process. In addition, members of Court Services are often utilized by the **TPS** for other specialized community outreach initiatives, such as the **TPS** United Way fundraising initiative; and the Toronto Drug Treatment Court.^{xiv}

The growth in size of Court Services necessitated the creation of several specialized functions. A centralized Risk Management Section was created, tasked with the responsibility of investigating any complaints and disciplinary issues involving Court Services personnel. It is staffed by a team of Detectives, under the supervision of a Detective Sergeant.

The position of Crown Police Liaison Officer was also created allowing for a Detective Sergeant at each criminal court location who is dedicated to assisting the Crown Office with the processing of court cases.

.....

This required a professional staff of clerks, police officers and Special Constables, all working collaboratively in an impressive demonstration of excellence through people and partnerships.”

165. I note the following courthouses from the website of the **TPS** with the following title “Our History of Court Services”:

Provincial Offences Act Court: Toronto South Court

60 Queen Street West, Toronto, Ontario, Canada, M5H 2M4

Toronto Regional Bail Centre (TRBC)

2201 Finch Avenue West, Toronto, Ontario, Canada, M9M 2Y9

Small Claims - Superior Court of Justice

47 Sheppard Avenue East, Toronto, Ontario, Canada, M2N 5N1

Criminal - Superior Court of Justice

361 University Avenue, Toronto, Ontario, Canada, M5G 1T3

Bankruptcy and Civil - Superior Court of Justice

330 University Ave, Toronto, Ontario, Canada, M5G 1R7

Civil - Superior Court of Justice

393 University Avenue, Toronto, Ontario, Canada, M5G 1E6

Family – Ontario Court of Justice

47 Sheppard Avenue East, Toronto, Ontario, Canada, M2N 5N1

Court of Appeal: Osgoode Hall

130 Queen Street West, Toronto, Ontario, Canada, M5H 2N5

Divisional - Superior Court of Justice, Osgoode Hall

130 Queen Street West, Toronto, Ontario, Canada, M5H 2N5

Criminal - Ontario Court of Justice

10 Armoury Street, Toronto, Ontario, Canada, M7A 0B9

Provincial Offences Act Court: Toronto West Court

2700 Eglinton Avenue West, Toronto, Ontario, Canada, M6M 1V1

Provincial Offences Act Court: Toronto East Court

1530 Markham Road, Toronto, Ontario, Canada, M1B 3M4

Family - Ontario Court of Justice

311 Jarvis Street, Toronto, Ontario, Canada, M5B 2C4

Office of the Chief Coroner: Ontario (Inquests)

25 Morton Shulman Avenue, Toronto, Ontario, Canada, M3M 0B1

166. I observe that the majority of the courthouses are in the ‘downtown core’ in the City of Toronto. I believe that the ‘downtown core’ of Toronto are those divisions including the 14th Division, 52nd Division and 53 Division.

VOLUME #1(E): Detectives vs. Detective Sergeant
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167. I again note that the Detective, as represented to me by the likes of the Impugned Officers (definition previously in filed document but for ease of reference: (i) Police Constable Mr. Anthony Romano (“**PC Romano**”); (ii) Detective Constable Mr. Michael Roman Kolankowski (“**DC Kolankowski**”); and (iii) Sergeant Mr. Sean Cassidy was “Detective Abdul”. I believe “Detective Abdul” was and is Detective Abdulhameed K. Virani of the **52nd Division**. I based my belief on emailing the **Impugned Officers**, Detective Virani and a Detective Constable (not ‘Detective’ *per se*) Waqas Abdul, and confirming my belief without any denial.
168. I believe that Detective Virani (also referred to as “**Detective Abdul**”) was not as prompt as represented to me in coming to the jail cell in which I was locked up because of the distance from whatever he was doing within the **52nd Division**’s jurisdiction and that of the **14th Division**. Moreover, it may have been off-duty work for him as it could have been outside his hours of work and he was coming from where he resided at the time.
169. As perhaps pure coincidence, the counsel in which I am dealing with at CAMH has the last name “Virani”.

VOLUME #1(F): 52nd Division vs. 14th Division

170. I believe that the **52nd Division** covers the boundaries as denoted on the TPS website.
171. I believe that the **14th Division** covers the boundaries as denoted on the TPS website.

VOLUME #1(G): Court Officer Rojas: primary work within the 52nd Division

172. I believe that the majority of work assignments that **Court Officer Rojas** would have are within the criminal courts of Toronto which I note are at the following locations:

VOLUME #1(H): Detective Abdul: of the 52nd Division

173. I believe that Detective Abdul worked within the **52nd Division** during the relevant and material time period herein.
174. I note the following case of *R. v. McIntosh*, 2007 CanLII 50604 (**ONSC**), wherein a Detective Abdul is noted therein in relation to the obstruction of justice charges facing the two defendants therein which involved **52 Division**. Detective Virani, who was a ‘constable’ at that time, is referred to as “Abdul” despite his full first name being Abdulhameed by another police officer one Mr. Richard McIntosh.
175. At paragraph 8 of the Reasons For Decision, the **ONSC** as per The Honourable Marrocco J. found as follows:
- “[8] Guastadisegni testified at the preliminary hearing. He said he spoke to Virani in the officer's^{xv} locker room and asked Virani to do something about the charge. He also told Virani that Gebka was a friend of McIntosh. According to Guastadisegni, Virani said that he did **not** like McIntosh but would withdraw the ticket as a favour to Guastadisegni.”
176. Based on the following website, “In 2007, Virani was charged with misconduct under the *Police Services Act* and docked 10 days pay for withdrawing the ticket.”
177. Perhaps, this is what the TPS’ counsel was referring to (i.e. before the “Toronto Police Services”) in their Deferral Request.
178. I note the following from paragraph 9 of the Morrocco J. decision or McIntosh decision at the ONSC by way of judicial review relief sought by the two co-defendants (where the non police officer was relieved of being a defendant):

“[9] Virani went to court on April 6th. He told the prosecutor Russell Wood that he had no evidence to give and the certificate of offence was withdrawn. Virani testified that he told the prosecutor he had no evidence to give because he had written nothing on the back of the certificate of offence except “**black infinity, two occupants**” and because he had made a correction on the certificate. He said in his experience that at least one justice of the peace would not permit the issuing officer to change anything he had written on a certificate of offence. He said this might also have influenced his decision to tell Mr. Wood that he had no evidence to give. He also testified that he could have offered evidence in the matter by relying upon the information contained in other certificates that he issued at the same time and place.”

179. In light of the difference between paragraph 8 (see: “withdrawing the ticket as a favour of Nick G.” and paragraph 9 (see: “because he had made a correction on the certificate of the offence”), I now query whether there were any ‘corrections’ made in the **Purported Rojas Information** and the **Purported ICE Document**, and who made them.
180. I note that Detective Virani also meets the requirement of a ‘detective’ when referencing those who supervise some court officers depending on the division or sub-division in which the court officer works.

VOLUME #1(I): George Jiri

181. I note based on his LinkedIn profile that George Jiri attended Seneca College in 2001 to 2002 for the Police Foundations course.
182. I now copy and paste his profile from his LinkedIn Profile^{xvi} from 2024 to 2018 which includes his work as a justice of the peace and as a **Detective Constable** at **52 Division**:



Justice of the Peace Justice of the Peace

Ontario Court of Justice Ontario Court of Justice Jan 2024 - Present · 1 yr 5 mos Jan 2024 to Present · 1 yr 5 mos



Toronto Police Service Toronto Police Service

Permanent Full-time · 21 yrs 4 mos Permanent Full-time · 21 yrs 4 mos Toronto, Ontario, Canada Toronto, Ontario, Canada

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Detective Constable, Sex Crimes - Human Trafficking Enforcement Team Detective Constable, Sex Crimes - Human Trafficking Enforcement Team

Feb 2021 - Jan 2024 · 3 yrs Feb 2021 to Jan 2024 · 3 yrs

-
- As a member of the Human Trafficking Enforcement Team, I had a clear humanitarian responsibility to assist human trafficking victims in transitioning from crisis to self-sufficiency while also collaborating with internal and external partners to raise awareness and prevent human trafficking. I coordinated and assumed responsibility for investigations, as well as referred human trafficking victims to appropriate programs.

To reduce the risks associated with human trafficking investigations, I identified and assessed the likelihood of a potential risk becoming a reality and the risk's consequences. Victims of human trafficking require a variety of support services to meet their specific needs and aid in their recovery. I maintained strong working relationships with community partners and was aware of the importance of providing victims with proper care, identifying and assessing their risk, and doing everything possible to eliminate or reduce their risk of exploitation.

Comprehensive protection for trafficked persons entailed many aspects, with safety and separation from their trafficker being top priorities. I considered not only the existing level of risk to the victim's safety and welfare but also potential risks that might arise because of the police investigation. As a member of the Human Trafficking Enforcement Team, I had a clear humanitarian responsibility to assist human trafficking victims in transitioning from crisis to self-sufficiency while also collaborating with internal and external partners to raise awareness and prevent human trafficking. I coordinated and assumed responsibility for investigations, as well as referred human trafficking victims to appropriate programs. To reduce the risks associated with human trafficking investigations, I identified and assessed the likelihood of a potential risk becoming a reality and the risk's consequences. Victims of human trafficking require a variety of support services to meet their specific needs and aid in their recovery. I maintained strong working relationships with community partners and was aware of the importance of providing victims with proper care, identifying and assessing their risk, and doing everything possible to eliminate or reduce their risk of exploitation. Comprehensive protection for trafficked persons entailed many aspects, with safety and separation from their trafficker being top priorities. I considered not only the existing level of risk to the victim's safety and welfare but also potential risks that might arise because of the police investigation.

-
- **Skills:** Surveillance · Public Speaking · Criminal Intelligence · Criminal Investigations · Crisis Intervention · Crisis Management · Victim Advocacy · Case Management · Collaborative Problem Solving · Criminal Justice · Risk Management · Risk Assessment · Interviewing · Investigative Reporting · Training · Time Management · Intelligence

▪
Detective Constable, 52 Major Crime Unit
Sep 2019 - Feb 2021 · 1 yr 6 mos

-
- Analyze and record situations in order to carry out duties firmly, thoughtfully, and neutrally while in charge of investigations involving break and enter, robbery, firearms, and drug distribution. Obtain judicial authorizations, conduct interviews, obtain statements, and deploy other criminal investigative techniques to gather evidence.

Provide long-term investigative processes with modern oversight, progress measurement mechanisms, and risk management to ensure the development of evidence-based, outcome-driven, and fiscally sound investigations for successful prosecution.

Ensure that case management, quality control, monitoring, and evaluation of

work and deliverables are dependable, and that they are completed within the time and budget constraints specified. Analyze and record situations in order to carry out duties firmly, thoughtfully, and neutrally while in charge of investigations involving break and enter, robbery, firearms, and drug distribution. Obtain judicial authorizations, conduct interviews, obtain statements, and deploy other criminal investigative techniques to gather evidence. Provide long-term investigative processes with modern oversight, progress measurement mechanisms, and risk management to ensure the development of evidence-based, outcome-driven, and fiscally sound investigations for successful prosecution. Ensure that case management, quality control, monitoring, and evaluation of work and deliverables are dependable, and that they are completed within the time and budget constraints specified.

- **Skills:** Team Leadership · Criminal Investigations · Written Communication · Interviewing · Team Management · Teamwork

Police Officer, 52 Division Primary Response Unit Jun 2018 - Sep 2019 · 1 yr 4 mos
Jun 2018 to Sep 2019 · 1 yr 4 mos

-
- **Skills:** Emergency Services

183. I note that George Jiri also commenced working as a court officer before becoming a police officer:

Court Officer

Oct 2002 - Dec 2003 · 1 yr 3 mos

-
- Responsible for the custody and transportation of prisoners, as well as providing security within the various Toronto courthouses.

184. I note that **JP Jiri** also attended Seneca College like that of **Court Officer Rojas**. I would presume without knowing that **JP Jiri** attended at some time before he became a court officer on or around 2000 to 2002.

185. I believe that the wife **JP Jiri** is Karman Jiri (see: [htTPS://www.linkedin.com/in/karmanjiri/](https://www.linkedin.com/in/karmanjiri/)).

186. I note that **JP Jiri** was assigned to the Brampton **ONCJ** in 2024 (see: [Ontario government press release](#)).

187. No aspect of this proceeding has been conducted in the Brampton courthouse or any courthouse outside of the 10 Armoury Road Courthouse (Toronto).

VOLUME #1(J): Distinguishing between an “Arrest Warrant” at **Exhibit “A”** and the unknown document at **Exhibit “A”**, page 3

188. I distinguish between the required form (**Form 7**) under the *Criminal Code* for a “Warrant for Arrest” at **Exhibit “A” (pages 4 and 5)** and its hyperlink, and the purported document utilized at **Exhibit “A”**, page 3.

189. Whatever the nuances and distinctions are, I note that whether it is a **Form 2**, **Form 7** and/or **Form 10** under the *Criminal Code*, the requirement of a signature (whether handwritten, electronic and/or secure electronic signature) is mandatory and not permissive.

VOLUME #2: The Purportedly Declared **Form 2**

VOLUME #2(A): What is a **Form 2**?

190. I believe, based upon my reading and review of the *Criminal Code*, that a **Form 2** under the *Criminal Code* is as follows. **Form 2** under the Canadian *Criminal Code* is the standard form used to lay an information, which is the first step in commencing a criminal proceeding. It's a sworn statement made by an informant, usually a police officer, detailing the alleged offense and the grounds for believing it was committed. This form is used to initiate both summary conviction and indictable offenses.
191. I believe that the following are relevant to a **Form 2**:
- Purpose:** to initiate a criminal proceeding by informing a justice of the peace (or a magistrate) of an alleged offense;
 - Requirements in the form:** the form includes the informant's name, occupation, and a statement describing the alleged offense;
 - It also includes the date, time, and location (defined herein, the “DTL”) of the alleged offense.
 - Sworn Statement:**
 - the informant must swear to the truthfulness of the information in the form.
 - Commencement of Proceedings:**
 - once the information is laid, a justice of the peace *may* issue a:
 - summons or
 - warrant
 - for the accused to appear in court.
192. I note that **Court Officer Rojas** did not include the time of the singular communication on September 22, 2024. **Court Officer Rojas** did not provide the method or mode of communication so I cannot speculate regarding the same. I note below that a justice of the peace or any justice must issue a summons over a warrant unless there is a public interest to do so.

VOLUME #2(B): The **Purported Rojas Information**

193. The **Purported Rojas Information**, declared under the penalty of perjury, stated, “on or around the 22nd day [sic] of September in the year 2024 at [sic] the City of Toronto in the Toronto Region [sic] did, without lawful authority and knowing that another person, namely Nicole ARTOPOULOS, was harassed or recklessly as to whether that person was harassed, did engage in repeatedly communicating [sic] with, either directly or indirectly, that person, and cause [sic] the said Nicole ARTOPOULOS to reasonably fear for personal safety, contrary to section 264, subsection (2), clause (b) of the *Criminal Code* of Canada”.

1st Falsity in the Rojas Information

Re: I did not communicate with the **Purported Complainant** on September 22, 2024, and ‘around September 22, 2024’

194. I do not communicate with Ms. Nicole Artopoulos (the “**Purported Complainant**”) on September 22, 2024.

195. If around means September 21 or 23, I did not communicate with her on those dates either.

196. In fact, I was at **14th Division** on Saturday, September 21, 2024, to seek its assistance in my regaining entry to **Rental Unit 410** which was my fixed residential address as per my driver's license, where I received (and continue to receive) all of my mail, *et al.*

2 nd Falsity in the Purported Rojas Information Re: "NFA"
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197. As per the above paragraph, it was false that I had "NFA" which the Rojas Information wrote as follows "NFA, , [sic] ON".

3 rd Falsity in the Purported Rojas Information Re: Sworn vs. Declared

198. At the top of page 1 of **Exhibit "A"**, Ms. Rojas did not swear the Rojas Information but she apparently declared the same pursuant to section 508.1(2) of the *Criminal Code*.

4 th Falsity in the Purported Rojas Information Re: City of Toronto in Toronto Region
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199. I did not communicate with the Complainant on September 22, 2024, or around that date, and, as such, I did not do so in the City of Toronto in the Toronto Region. I do not know what Ms. Rojas meant by the Toronto Region as I believe the City of Toronto included six different districts including:

5 th Falsity in the Purported Rojas Information Re: Lawful Authority

200. As I did not communicate with the Complainant on September 22, 2024, I did not do so without lawful authority as there were not any communications at all.

6 th Falsity in the Purported Rojas Information Re: No knowledge or recklessness

201. As I did not communicate with the **Purported Complainant** on September 22, 2024, I did not do so knowing that another person was harassed or recklessly as to whether that person was harassed.

7 th Falsity in the Purported Rojas Information Re: No repeated communications – not even one – on date alleged
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202. As I did not communicate with the Complainant on September 22, 2024, or around that date, bearing in mind the date of the **Purported Rojas Information**, I did not engage in one communication *let alone* repeated communication.

8 th Falsity in the Purported Rojas Information Re: letters in the name of the Court Officer unknown to her legal name

203. I do not believe that the legal name of Ms. Frugoni-Rojas is “Christyn Frugoni-Rojas CL (M) [sic]”. It appears to me that there is a **red Adobe logo** between part of her legal name (left side) and the language of “Digitally signed by Christyn Frugoni-Rojas CL (M) Date: 2023.09.23 11:48:25”. I query what is “CL (M)”.

VOLUME #2(C): Signature in the Rojas Information

204. I will need to see the original or a true copy in electronic format of the **Purported Rojas Information** to determine if her alleged digital signature meets the requirement of an “electronic signature” or a “secure electronic signature” as they are defined and interpreted under federal laws (see: *infra*).

VOLUME #3: SECTIONS OF THE *CRIMINAL CODE* LISTED IN EXHIBIT “A”, PAGE 1

205. The sections listed in **Purported Rojas Information** at approximately one quarter down the page are the following sections:
- Section 506 of the *Criminal Code*;
 - Section 508.1 of the *Criminal Code*; and
 - Section 788 of the *Criminal Code*.

VOLUME #3(A): Section 506 of the *Criminal Code*

206. Section 506 of the *Criminal Code* states:

“**506** An information laid under section 504 or 505 may be in **Form 2**.”

VOLUME #3(B): Section 508.1 of the *Criminal Code*

207. Section 508.1 of the *Criminal Code*, which is not in the **Form 2** under *Criminal Code* has two subsections.

208. Section 508.1(1) to (2) of the *Criminal Code* read as follows:

“Information laid otherwise than in person

508.1 (1) For the purposes of sections 504 to 508, a peace officer may lay an information by any means of **telecommunication** that produces a writing^{xvii}.

Alternative to oath

(2) A peace officer who uses a means of **telecommunication** referred to in subsection (1) shall, instead of swearing an oath, make a statement in writing stating that all matters contained in the information are true to the officer’s knowledge and belief, and such a statement is deemed to be a statement made under oath.”

209. I believe that a “peace officer” is not a justice or judicial officer.

VOLUME #3(B)(I): Seminal Point

210. While the language above notes that a peace officer may lay an information by telecommunication (i.e. telephone or videoconference), I do not read anything in the *Criminal Code* that does not allow a justice to sign (with date and place) a **Form 7** for an “Arrest Warrant”.

VOLUME #3(B)(II): Telecommunication under the *Criminal Code*

211. “Telecommunication” is not defined under the *Criminal Code*.

212. However, the following reference ‘telecommunication’:

audioconference means any means of telecommunication that allows the judge or justice and any individual to communicate orally in a proceeding;

videoconference means any means of telecommunication that allows the judge, justice or *chairperson* of a *Review Board*, as defined in subsection 672.1(1), and any individual to engage in simultaneous visual and oral communication in a proceeding; (*vidéoconférence*)

VOLUME #3(B)(II)(a): Timing is Everything

213. I note the alleged date of September 23, 2024, where I presume that there was an alleged telecommunication between an individual (presumably **Court Officer Rojas-Frugoni**) and **JP Jiri**.
214. Court Officer Frugoni-Rojas falsely declared under section 508.1(2), if she in fact signed the document on page 2 of **Exhibit “A”** relating to page 1 of **Exhibit “A”**, that I communicated with Ms. Nicole Artopoulos on September 22, 2024, or “on or about September 22, 2024” when I did not. I observe that there are no particulars of any repeated communications because I did not communicate with Ms. Nicole Artopoulos on or about that date. September 22, 2024, was a Sunday.
215. **Court Officer Frugoni-Rojas** apparently or purportedly declared that she completed and signed her declaration or information in **Form 2** on 11:49 a.m. on Monday, September 23, 2024.
216. From the time of that declared **Form 2**, Court Officer Frugoni would have needed to then delivered it to **JP Jiri** who was located in Brampton, Ontario. If I were to accept that Court Officer Frugoni-Rojas delivered the same via email or fax, I believe this would have taken some 15 to 20 minutes to prepare the covering email or letter to accompany the same.
217. Based upon my review of the *Criminal Code* and other federal statutes and associated regulations, I believe that **JP Jiri** would have had to receive, along with confirming the time and date of receipt of the same, which would have had to been before 12:59:50 (ironically, in my view, **ten seconds** before the lunch break).
218. There were some 70 minutes between the time that Court Officer Frugoni-Rojas apparently signed the **Purported Rojas Information** until the time that **JP Jiri** digitally signed the **Intake Court Endorsement**.
219. As court would have been in session that day and the lunch hour was at 1 p.m., I presume the justice of the peace Jiri would have been attending to matters including case management, POA’s or otherwise during that time.
220. The **Intake Court Endorsement** was apparently digitally signed [sic] but without any signature contained therein and not a ‘digital signature’ (see: Secure Electronic Signature Regulation).

221. Based upon my reading of the **Intake Court Endorsement** (which is not signed or endorsed), it states, “This Information is Accepted [sic] on its face.” The extent of the information is the text under “Count 1”.

VOLUME #3(B)(II)(b): Section 487.1 of the <i>Criminal Code</i>

222. I note the following subsection:

Warrants, etc., by telecommunication

- **487.1 (1)** Despite anything in this Act, the Attorney General, a peace officer **or** a public officer may, if they are permitted to apply for any of the following, submit their application by a means of telecommunication:
 - **(a)** a warrant under subsection 83.222(1);
 - **(b)** an order under subsection 83.223(1);
 - **(b.1)** a warrant under subsection 110.1(5);
 - **(b.2)** a warrant under subsection 117.0101(6);
 - **(c)** a warrant under subsection 117.04(1);
 - **(d)** a warrant under subsection 164(1);
 - **(e)** an order under subsection 164.1(1);
 - **(f)** a warrant under subsection 320(1);
 - **(g)** an order under subsection 320.1(1);
 - **(h)** a warrant under subsection 320.29(1);
 - **(i)** a warrant under subsection 395(1);
 - **(j)** a warrant under subsection 462.32(1);
 - **(j.1)** a warrant under subsection 462.321(1);
 - **(k)** an order under subsection 462.33(3);
 - **(l)** a warrant under subsection 487(1);
 - **(m)** a warrant under subsection 487.01(1) that does not authorize the observation of a person by means of a television camera or other similar electronic device;
 - **(n)** an extension under subsection 487.01(5.2);
 - **(o)** an order under any of sections 487.013 to 487.018;
 - **(p)** an order under subsection 487.019(3);
 - **(q)** an order under subsection 487.0191(1);
 - **(r)** an order under subsection 487.0191(4);
 - **(s)** a warrant under subsection 487.05(1);
 - **(t)** a warrant under subsection 487.092(1);
 - **(u)** an order under subsection 487.3(1);
 - **(v)** an order under subsection 487.3(4);
 - **(w)** a warrant under subsection 492.1(1);
 - **(x)** a warrant under subsection 492.1(2);
 - **(y)** an authorization under subsection 492.1(7);
 - **(z)** a warrant under subsection 492.2(1).
- **Alternative to oath**

(2) A person who must swear an oath in connection with an application submitted by a means of telecommunication that produces a writing may, instead of swearing the oath, make a statement in writing stating that all matters submitted in support of the application are true to their knowledge and belief, and the statement is deemed to be a statement made under oath.^{xviii}
- **Certification**

- (3) A judicial officer who receives an application submitted by a means of telecommunication that produces a writing **shall certify the application** as to time and date of receipt.
- **Limitation**
 - (4) An application under subsection 487.01(5.2) shall not be submitted by a means of telecommunication that does not produce a writing.
- **Application — telecommunication not producing writing**
 - (5) An applicant may submit their application by a means of telecommunication that does not produce a writing only if it would be **impracticable** in the circumstances to submit the application by a means of telecommunication that produces a writing.
- **Statement of circumstances**
 - (6) An application submitted by a means of telecommunication that does not produce a writing shall include a statement of the circumstances that make it impracticable to submit the application by a means of telecommunication that produces a writing.
- **Oath**
 - (7) Any oath required in connection with an application submitted by a means of telecommunication that does not produce a writing may be administered by a means of telecommunication.
- **Certification**
 - (8) A judicial officer who receives an application submitted by a means of telecommunication that does not produce a writing shall record the application verbatim, in writing or otherwise, and certify the record or a transcription of it as to time, date and contents.
- **Limitation on issuance**
 - (9) If an application is submitted by a means of telecommunication that does not produce a writing, the judicial officer shall **not** issue the warrant, order, extension or authorization unless he or she is satisfied that the application discloses reasonable grounds for dispensing with its submission by a means of telecommunication that produces a writing.
- **Warrant, etc.**
 - (10) A judicial officer who issues the warrant, order, extension or authorization may do so by a means of telecommunication, in which case
 - (a) the judicial officer shall complete and sign the document in question, noting on its face the time and date;
 - (b) if the means of telecommunication produces a writing, the judicial officer shall transmit a copy of the document to the applicant by that means; and
 - (c) if the means of telecommunication does not produce a writing, the applicant shall, as directed by the judicial officer, transcribe the document, noting on its face the name of the judicial officer as well as the time and date.
- **Definitions**
 - (11) The following definitions apply in this section.

judicial officer means a judge or justice who is authorized, under the applicable provision of this Act, to issue a warrant, order, extension or authorization referred to in subsection (1). (*fonctionnaire judiciaire*)

public officer means a public officer who is appointed or designated to administer or enforce a federal or provincial law and whose duties include the enforcement of this Act or any other Act of Parliament. (*fonctionnaire public*)

223. I have only included the following sections that include the word ‘warrant’ and the title of general section or subsection:

- a. a warrant under subsection 83.222(1);
 - i. Title: “**Warrant of seizure**”
- b. **(b.1)** a warrant under subsection 110.1(5);
 - i. Title: “**Warrant to search and seize**”
- c. **(b.2)** a warrant under subsection 117.0101(6);
 - i. Title: “**Warrant to search and seize**”
- d. **(c)** a warrant under subsection 117.04(1);
 - i. Title: “**Application for warrant to search and seize**”
- e. **(d)** a warrant under subsection 164(1);
 - i. Title: “**Warrant of seizure**”
- f. **(h)** a warrant under subsection 320.29(1);
 - i. Title: “**Warrants to obtain blood samples**”
- g. **(i)** a warrant under subsection 395(1);
 - i. Title: “**Search for valuable minerals**”
- h. **(j)** a warrant under subsection 462.32(1);
 - i. Title: “**Special search warrant**”
 - 1. **Nota bene:** involves a Form 1;
- i. **(j.1)** a warrant under subsection 462.321(1);
 - i. Title: “**Special warrant — digital assets**”
- j. **(l)** a warrant under subsection 487(1);
 - i. Title: “**Information for search warrant**”
- k. **(m)** a warrant under subsection 487.01(1) that does not authorize the observation of a person by means of a television camera or other similar electronic device;
 - i. Title: “**Information for general warrant**”
- l. **(s)** a warrant under subsection 487.05(1);
 - i. Title: “**Information for warrant to take bodily substances for forensic DNA analysis**”
- m. **(t)** a warrant under subsection 487.092(1);
 - i. Title: “**Information for impression warrant**”
- n. **(w)** a warrant under subsection 492.1(1);
 - i. Title: “**Warrant for tracking device — transactions and things**”
- o. **(x)** a warrant under subsection 492.1(2);
 - i. Title: “**Warrant for tracking device — individuals**”
- p. **(z)** a warrant under subsection 492.2(1).
 - i. Title: “**Warrant for transmission data recorder**”

224. Even to the extent that the TPS or a court officer would attempt to argue for the Crown that it was authorized to transcribe the same via telephone by the judicial officer, then that does not mean that a police officer could input the “digital signature” when there is no “digital signature” of a justice.
225. Moreover, the telewarrant section including various sections where a telewarrant is permissible but there was no search warrant or seizure warrant (noting the disjunctive nature of section 8 of the Charter which is different from our United States counterparts) or specialized seizure warrant or search warrant at issue herein.
226. Therefore, my position is that section 487.1 of the Criminal Code is inapplicable to the **Purported Rojas Information**. I do not dispute that there is the power to a declaration as opposed to an affidavit but that power or privilege comes from section

227. Section 788 of the *Criminal Code* states:

“INFORMATION

788 (1) Proceedings under this Part shall be commenced by laying an information in **Form 2**.

One justice may act before the trial

(2) Notwithstanding any other law that requires an information to be laid before or to be tried by two or more justices, one justice may

- (a) receive the information;
- (b) issue a summons or warrant with respect to the information; and
- (c) do all other things preliminary to the trial.”

VOLUME #3(B)(III)(a): Shall vs. May

228. I believe that ‘shall’ is mandatory versus ‘may’ which is permissive (see: Interpretation Act, _____).

229. I note the definition of ‘justice’ under the *Criminal Code*:

justice means a justice of the peace or a provincial court judge, and includes two or more justices where two or more justices are, by law, required to act or, by law, act or have jurisdiction

(see: section 2 of the Criminal Code).

Section 789 of the *Criminal Code*

230. I have included section 789 of the *Criminal Code* as it is, in my view, linked to section 788:

“**Formalities of information**

- **789 (1)** In proceedings to which this Part applies, an information
 - (a) shall be in writing and under oath; and
 - (b) may charge more than one offence or relate to more than one matter of complaint, but where more than one offence is charged or the information relates to more than one matter of complaint, each offence or matter of complaint, as the case may be, shall be set out in a separate count.”

VOLUME #3(B)(III)(b): Only One Count (“Count 1”) in the Rojas Information

231. I observe that there is only one count in the Rojas Information and it has the language of “end of Charges/Counts” on **Exhibit “A”**, page 1.

VOLUME #3(B)(III)(c): One Occurrence Number on the Rojas Information but an Occurrence Number and “Police Case ID” in the Intake Court Endorsement (Purported ICE Document)

232. I observe the above from the above heading. I query how there would not be a ‘police case ID’ for a document submitted (if it was) by a court officer of the **TPS** but there was on the **Purported ICE Document**.

VOLUME #3(B)(III)(d): Exhibit “A”, page 2

233. I observe that **Exhibit “A”**, page 2 has R. v. McLean, Kevin, but at that time, no such summons or warrant had been even received by a justice if the time in the “Digital Signature of the Informant” is so placed (see: **Exhibit “A”**, page 2).

VOLUME #3(B)(III): Sections 504 to 508 of the *Criminal Code*

234. I have now reproduced the following from sections 504 to 508 of the *Criminal Code* but for section 507.1 and onwards involving “referral when private prosecution” and section 508(1) and onwards^{xix} [emphasis is mine].

VOLUME #3(B)(III)(a): Section 504 of the *Criminal Code*

235. I have done so with subheadings for ease of reference:

“Information, Summons and Warrant

In what cases justice may receive information

504 Any one who, on **reasonable grounds**, believes that a person has committed an **indictable offence** may lay an **information** in writing and under oath before a **justice**, and the justice shall **receive** the information, where it is alleged

(a) that the person has committed, anywhere, an indictable offence that may be tried in the province in which the justice resides, and that the person

(i) is or is believed to be, or

(ii) resides or is believed to reside,

within the territorial jurisdiction of the justice;

(b) that the person, wherever he may be, has committed an **indictable offence** within the territorial jurisdiction of the justice;

(c) that the person has, anywhere, unlawfully received property that was unlawfully obtained within the territorial jurisdiction of the justice; or

(d) that the person has in his possession stolen property within the territorial jurisdiction of the justice.”

VOLUME #3(B)(III)(b): Definition of Indictable Offence

236. I note the definition of an indictable offence is not present in the *Criminal Code*.

VOLUME #3(B)(III)(b)(i): Section 264(3) of the *Criminal Code*

237. I observe that section 264(3) of the *Criminal Code* states:

- **Punishment**

(3) Every person who contravenes this section is guilty of

- (a) an indictable offence and is liable to imprisonment for a term not exceeding ten years; or
- (b) an offence punishable on summary conviction.

VOLUME #3(B)(III)(g)(ii): Confirmation by Crown Counsel Mr. Rudra
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238. I note that Crown Counsel Mr. Rudra confirmed that the Crown would only be proceeding summarily. I confirmed his confirmation in that regard.

VOLUME #3(B)(III)(b): Section 505 of the <i>Criminal Code</i>
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[<i>nota bene</i> : not relevant at the time]
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Time within which information to be laid in certain cases

505 If an appearance notice has been issued to an accused under section 497, or if an accused has been released from custody under section 498 or 503, an information relating to the offence alleged to have been committed by the accused or relating to an included or other offence alleged to have been committed by them shall be laid before a justice as soon as practicable after the issuance or release, and in any event before the time stated in the appearance notice or undertaking for their attendance in court.”

VOLUME #3(B)(III)(c): Section 506, 507 <i>et al</i> of the <i>Criminal Code</i>
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Form

506 An information laid under section 504 or 505 may be in **Form 2**.

Justice to hear informant and witnesses — public prosecutions

507 (1) Subject to subsection 523(1.1), a justice who receives an information laid under section 504 by a peace officer, a public officer, the Attorney General or the Attorney General’s agent, other than an information laid before the justice under section 505, shall, except if an accused has already been arrested with or without a warrant,

(a) hear and consider, *ex parte*,

(i) the allegations of the **informant**, and

(ii) the evidence of witnesses, where he considers it desirable or necessary to do so; and

(b) where he considers that a case for so doing is made out, issue, in accordance with this section, either a summons or a warrant for the arrest of the accused to compel the accused to attend before him or some other justice for the **same territorial division^{xx}** to answer to a charge of an offence.

Process compulsory

(2) No justice shall refuse to issue a summons or warrant by reason only that the alleged offence is one for which a person may be arrested without warrant.

Procedure when witnesses attend

(3) A justice who hears the evidence of a witness pursuant to subsection (1) shall

(a) take the evidence on oath; and

(b) cause the evidence to be taken in accordance with **section 540** in so far as that section is capable of being applied.

Summons to be issued except in certain cases

(4) Where a justice considers that a case is made out for compelling an accused to attend before him to answer to a charge of an offence, **he shall issue a summons** to the accused unless the allegations of the informant or the evidence of any witness or witnesses taken in accordance with subsection (3) discloses reasonable grounds to believe that it is necessary in the **public interest**^{xxi} to issue a warrant for the arrest of the accused.

No process in blank

(5) A justice shall not **sign**^{xxii} a summons or warrant in blank.

Endorsement of warrant by justice

(6) A justice who issues a warrant under this section or section 508, 512, 512.1 or 512.2 may, unless the offence is one listed in section 469, authorize the release of the accused under section 499 by making an endorsement on the warrant in **Form 29**.

Undertaking or appearance notice deemed confirmed

(7) If, under subsection (6), a justice authorizes the release of an accused under section 499, an appearance notice or undertaking referred to in that section shall be deemed, for the purposes of subsection 145(3) or (4), as the case may be, to have been confirmed by a justice under section 508.

Issue of summons or warrant

(8) Where, on an appeal from or review of any decision or matter of jurisdiction, a new trial or hearing or a continuance or renewal of a trial or hearing is ordered, a justice may issue either a summons or a warrant for the arrest of the accused in order to compel the accused to attend at the new or continued or renewed trial or hearing.”

VOLUME #3(B)(III)(c)(i): Section 540 of the <i>Criminal Code</i>

239. Section 540 of the *Criminal Code* is the section on “taking evidence”.

VOLUME #3(B)(III)(c)(ii): The Alleged Warrant in the First:
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240. I note the language of the “Warrant in the First” at **Exhibit “A”**, page 3 and how it is generally interpreted in the colloquial sense:

“A "warrant in the first instance" (often shortened to "warrant in the first") is a type of arrest warrant issued by a court when police believe someone has committed an indictable offence, but they can't find or locate the suspect.”

241. I believe that the police could locate me and find me as I was at the **TPS 14th Division** on September 21, 2024.

VOLUME #4: Requirements of digital signature

242. I note documents may be signed digitally or electronically as per the *Canada Evidence Act* and PIPEDA including their associated regulations.

VOLUME #4(A): <u>PIPEDA</u>

243. I note the following from PIPEDA:

electronic signature means a signature that consists of one or more letters, characters, numbers or other symbols in digital form incorporated in, attached to or associated with an electronic document. (signature électronique)

(see: section 31 of PIPEDA)

secure electronic signature means an electronic signature that results from the application of a technology or process prescribed by regulations made under subsection 48(1)

(see: section 31 of PIPEDA)

Documents as evidence or proof

36 A provision of a federal law that provides that a certificate or other document **signed** by a minister or public officer is proof of any matter or thing, or is admissible in evidence, is, subject to the federal law, satisfied by an electronic version of the certificate or other document **IF THE ELECTRONIC VERSION IS SIGNED** by the minister or public officer with THAT person’s **SECURE ELECTRONIC SIGNATURE**.

244. I note that it is trite law, in my view, that the court itself is a different person from that of a justice and a public officer is different from that of the body in which they are acting on behalf of. I based my belief on the likes of the definitions under the *Interpretation Act (Federal)* and the rule in *Foss v. Harbottle* (by analogy).

Signatures

43 Subject to sections 44 to 46, a requirement under a provision of a federal law for a signature is satisfied by an electronic signature if

- **(a)** the federal law or the provision is listed in Schedule 2 or 3; and

- **(b)** the regulations respecting the application of this section to the provision have been complied with.

Statements made under oath

44 A statement required to be made under oath or solemn affirmation under a provision of a federal law may be made in electronic form if

- **(a)** the person who makes the statement signs it with that person's **secure electronic signature**;
- **(b)** the person before whom the statement was made, and who is authorized to take statements under oath or solemn affirmation, signs it with **that person's secure electronic signature**;
- **(c)** the federal law or the provision is listed in Schedule 2 or 3; and
- **(d)** the regulations respecting the application of this section to the provision have been complied with.

Statements declaring truth, etc.

45 A statement required to be made under a provision of a federal law declaring or certifying that any information given by a person making the statement is true, accurate or complete may be made in electronic form if

- **(a)** the person signs it with that person's **secure electronic signature**;
- **(b)** the federal law or the provision is listed in Schedule 2 or 3; and
- **(c)** the regulations respecting the application of this section to the provision have been complied with.

Witnessed signatures

46 A requirement under a provision of a federal law for a signature to be witnessed is satisfied with respect to an electronic document if

- **(a)** each signatory and each witness signs the electronic document with their secure electronic signature;
- **(b)** the federal law or the provision is listed in Schedule 2 or 3; and
- **(c)** the regulations respecting the application of this section to the provision have been complied with

<i>Volume #4(A)(I): Canada Evidence Act</i>

245. I note the following from the *Canada Evidence Act*:

“Presumptions regarding secure electronic signatures

31.4 The Governor in Council may make regulations establishing evidentiary presumptions in relation to electronic documents signed with secure electronic signatures, including regulations respecting

- **(a)** the association of secure electronic signatures with persons; and
- **(b)** the integrity of information contained in electronic documents signed with secure electronic signatures.

secure electronic signature means a secure electronic signature as defined in subsection 31(1) of the *Personal Information Protection and Electronic Documents Act*

Fiat constitutes conclusive proof

(4) The fiat or a copy of the fiat

- **(a)** is conclusive proof that the prosecution described in the fiat or any related process may be conducted by or on behalf of the Attorney General of Canada; and
- **(b)** is admissible in evidence without proof of the signature or official character of the Attorney General of Canada.

246. I note that **JP Jiri** is not the AG of Canada and not part of the AGC's office. As such, I believe that section concerning the fiat of the AGC is inapplicable.

VOLUME #4(B): <u>SECURE ELECTRONIC SIGNATURE REGULATION</u>
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247. I note the following regulation under *PIPEDA* and *Canada Evidence Act* which is Secure Electronic Signature Regulations, SOR/2005-30 (also defined as the “*SESR*” herein).

248. I note the following definitions thereunder:

- “digital signature certificate**, in respect of a person, means an electronic document that
- **(a)** identifies the certification authority that issued it and is digitally signed by that certification authority;
 - **(b)** identifies, or can be used to identify, the person; and
 - **(c)** contains the person's **Public Key**. (certificat de signature numérique)”

249. I note the following definition under *SESR* of the following:

certification authority means a person or entity that issues digital signature certificates and that is listed as such on the website of the Treasury Board Secretariat

250. I presume that is the likes of an **Adobe**, which is present, and **DocuSign**.

251. I note the other definitions thereunder:

hash function means an electronic one-way mathematical process that converts data contained in an electronic document into a message digest that is unique to that data in a way that, were that data changed, it would, on conversion, result in a changed message digest. (fonction de hachage)

[defined in this **Declaration #10** as “**Hash Function**”]

key pair means a pair of keys held by or for a person that includes a private key and a **Public Key** that are mathematically related to, but different from, each other. (bicl )

[defined in this **Declaration #10** as “**Key Pair**”]

private key means a string of data that

- **(a)** is used in asymmetric cryptography to encrypt data contained in an electronic document; and
- **(b)** is unique to the person who is identified in, or can be identified through, a digital signature certificate and corresponds only to the **Public Key** in that certificate. (clé privée)

[defined in this **Declaration #10** as a “Private Key”]

Public Key means a string of data *contained in a digital signature certificate* that

- **(a)** is used in asymmetric cryptography to decrypt data contained in an electronic document that was encrypted through the application of the private key in the key pair; and
- **(b)** corresponds only to the private key in the key pair. (clé publique)

[defined in this affidavit as a “**Public Key**”]

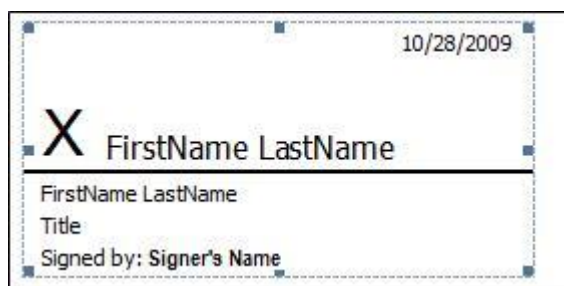
VOLUME #4(C): “Digital” connotes more security than merely an electronic signature; distinguishing between an “electronic signature” and a “secure electronic signature”; and a ‘digital signature’ is electronic but it is also

252. I distinguish like Parliament has under *PIPEDA* and *Canada Evidence Act* between an ‘electronic signature’ like mine to follow below when this **Declaration #10** is notarized and that of a ‘secure electronic signature’ which in my view indicates that the ‘digital signature’ meets the requirements under the above noted regulation.
253. For context purposes, I now copy and paste the definition of a digital signature from Microsoft with its example of a signature block:

“What is a digital signature?

A digital signature is an **electronic, encrypted**, stamp of authentication on digital information such as email messages, macros, or electronic documents. A signature confirms that the information originated from the signer and has not been altered.

The following is an example of a signature line.



(see: http://support.microsoft.com/en-us/office/digital-signatures-and-certificates-8186cd15-e7ac-4a16-8597-22bd163e8e96#_toc311530578)

254. Ergo, I believe that a digital signature is an electronic signature but it is also encrypted.

VOLUME #4(D): The **Purported Rojas Information: language that would not be contained in the **Form 2****

255. I do not believe that the following would be contained in the **Form 2**:

- a. The information above the Form which is:
 - i. The boxes for:
 1. IPV;
 2. Replacement Information;
 3. Impaired driving with substances;
 4. Vessel;
 - ii. Arrest Date with 15 month flag and 18 month flag;
 - iii. Sworn date with 15 month flag and 18 month flag;
 - iv. Information Number above
 - v. Notice and Avis:
 - vi. Page 2:
 1. *R. v. McLean, Kevin* with **OCC #: 24-2082035**

256. I believe that “24” is for the year but it is unclear to what the remaining numbers mean in terms of bookkeeping. The 208th day of the year is July 27th, 2024. If I remove the “2” after the ‘dash’ which is after the “24”, that is August 20.

VOLUME #5: Does the **Intake Court Endorsement meet the requirements in **Form 7****

257. As per the above, if a peace officer or police officer handed me a copy of this document, like I have requested since October 2, 2024, I would have presumed it was a prank because of the lack of compliance with **Form 7**.

258. This document appears to be internal to the **TPS** as it has the following:

- a. “Toronto Police Service;
- b. Occ#:24-2082025;
- c. Police Case ID: 457197;
- d. Flag dates relate to arrest date and sworn date at the footer of page 3; and
- e. Others therein.

259. I presume that the **TPS** input the same at the footer as some type of reminder system to itself.

260. The only two reference to a “Court” are “**Intake Court Endorsement**” and the JPG or PNG logo that I could pick off (i.e. copy and paste without any security features) with ease (i.e. not secure). I do not believe that meets the requirements of a ‘secure electronic signature’ which includes a digital signature but an ‘electronic signature’ does not necessarily include a ‘digital signature’.

VOLUME #6: Does the portion of the **Intake Court Endorsement stating ‘digitally signed by George Jiri’ meet the requirements of a “digital signature”**

261. Based upon my review of the *Canada Evidence Act*, *PIPEDA* and associated regulations, along with the *Criminal Code*, I do believe that the printed language of “Digitally Signed by George Jiri” meets the requirements of a digital signature for the following reasons:

- a. **No handwritten signature**: There is no signature *per se*;

- b. **No electronic signature:** There is no electronic signature *per se*;
- c. **No digital signature:** There is no digital signature certificate in that the following do not exist in accordance with the law:
 - i. **(a)** identifies the **certification authority [none]** that issued it and is digitally signed by that certification authority;
 - ii. **(b)** identifies, or can be used to identify, the person [none]; and
 - iii. **(c)** contains the person's **Public Key** [none].
- d. **No referenced entity:** i.e. **entity** includes any federal department, branch, office, board, agency, commission, corporation or body for the administration of the affairs of which a minister of the Crown is accountable to Parliament like there is the **Purported Rojas Information**;
- e. **No “hash function”:** **hash function** means an electronic one-way mathematical process that converts data contained in an electronic document into a message digest that is unique to that data in a way that, were that data changed, it would, on conversion, result in a changed message digest
- f. **No SHA-256 or similar type verification process:** where there is a unique code or set of characters that verifies the timing of the same along with authorizing the issuing of the digital signature certificate;
- g. The following consecutive operations do **not** exist:
 - i. **(a) no hash function application:** application of the hash function to the data to generate a message digest (the “**Message Digest**”);
 - ii. **(b) no private key application:** application of a private key to encrypt the **Message Digest**;
 - iii. **(c)** incorporation in, attachment to, or association with the electronic document of the encrypted message digest;
 - iv. **(d)** transmission of the electronic document and encrypted message digest together with either
 - 1. **(i)** a digital signature certificate, or
 - 2. **(ii)** a means of access to a digital signature certificate; and
 - v. **(e)** after receipt of the electronic document, the encrypted message digest and the digital signature certificate or the means of access to the digital signature certificate,
 - 1. **(i)** application of the **Public Key** contained in the digital signature certificate to decrypt the encrypted message digest and produce the message digest referred to in paragraph (a),
 - 2. **(ii)** application of the hash function to the data contained in the electronic document to generate a new message digest,
 - 3. **(iii)** verification that, on comparison, the message digests referred to in paragraph (a) and subparagraph (ii) are identical, and
 - 4. **(iv)** verification that the digital signature certificate is valid in accordance with section 3.
- h. **3 (1)** A digital signature certificate is valid if, at the time when the data contained in an electronic document is digitally signed in accordance with section 2, the certificate
 - **(a)** is readable or perceivable by any person or entity who is entitled to have access to the digital signature certificate; and
 - **(b)** has not expired or been revoked

262. The document on page 3 of **Exhibit “A”** has **JP Jiri**’s name of “George Jiri” and it has a logo of the **ONSC** along with a “Justice of Peace Ontario Court of Justice” but there is no signature contained therein of George Jiri.
263. The name of “George Jiri” and him being a **JP** of the **ONCJ** by that type language allowed me to determine, which was helpful, that Mr. George Jiri was a Justice of the Peace and to which jurisdiction he was in (not Toronto but Brampton):

“Justice of the Peace George Jiri has held several positions in the Toronto Police Service, beginning as a court officer in 2002. Justice of the Peace Jiri then worked as a police constable and most recently as a detective constable working on the human trafficking enforcement team. Justice of the Peace Jiri volunteers as a coach at the Clarkson Soccer Club. Justice of the Peace Jiri was a board member of the Port Credit Hockey Association, Miag Centre for Diverse Women and Families and the Canadian Congenital Heart Alliance. Justice of the Peace Jiri graduated with a Bachelor of Applied Arts in Criminal Justice Studies from the University of Guelph and holds a police foundations diploma from **Seneca College**.

Justice of the Peace Jiri has been assigned to Brampton.”

264. I believe that the **TPS** knew at all times it did not have an arrest warrant. I also note that the language in the Purported **Intake Court Endorsement** does not use the word “issued” but “issue”. I believe an individual without much legal training or acumen prepared this document without authority to do so.

VOLUME #7: JP Jiri and Detective Abdul (Virani)

265. I presume, without knowing, that before **JP Jiri** was appointed to the JP bench that he worked with Detective Abdul (Virani) at **52 Division**.

VOLUME #8: Superior Court of Ontario jurisdiction for Criminal Matters

266. I observe that any justice of the **ONSC**, including a justice in their **Divisional Court** rotation, could sign (endorse) a **Form 7** warrant whether or not the matter proceeds in a Superior Court of Justice.

VOLUME #9: if not JP Jiri then was it rejected (if ever delivered) or was it another justice (JP) or a judge?

267. I would be speculating in relation to this heading but nonetheless this is what I received from an authorized representative of the **TPS** and **Impugned Officers** in another proceeding.

VOLUME #10: Need to see originals or certified true copies of the Purported Rojas Information, the, in fact, digitally signed Intake Court Endorsement; and other documents for HRTD Proceeding

268. I will need to see the original of the signed Rojas Information to determine if it is valid and authentic. However, there is no signature on the **Purported ICE Document (Intake Court Endorsement)** so there is nothing to inspect as it relates to a “digital signature.” It is an unsigned document although it claims to be digitally signed but I do not believe that it meets the requirements under federal law for the same. It is unclear to me if the document at page 3 of **Exhibit “A”** was merely concocted after the fact, at the time, or a different justice signed something entirely different.
269. I am still left in the same position as October 2, 2024, when I demanded the purported arrest warrant (previously defined as “**False Arrest Warrant**” or “**Illusory Arrest Warrant**”) on October 2, 2024, that I still have not seen a copy of this alleged “arrest warrant”. I do not believe that an “**Intake Court Endorsement**” is an ‘arrest warrant’.
270. I demand to see all associated documents with the same from whomever possesses them in sole, joint or constructive fashion.

271. Further, I will be relying on the following law that the entire proceeding was a nullity and void *ab initio* because according to the documents that I have received because of the legal precedent that fraud, bad faith, extortion and bribery are a special type of nullity. I rely on SCC authority (see: *Landreville v. Town of Boucherville*, 1978 CanLII 202 (SCC) [*“Landreville”* or *“Boucherville (Town)”*]) in this regard as follows:

“Estey J., speaking for the majority of this Court in *Kuchma v. Rural Municipality of Taché*[7]^{xxiii} at p. 239.

Fraud, dishonesty, bad faith, extortion and bribery form a special category of causes of nullity, which transcends [sic] all others.

Fraud unravels everything. The Court is careful not to find fraud unless it is distinctly pleaded and proved; but once it is proved, it vitiates judgments, contracts and all transactions whatsoever...

Lord Denning in *Lazarus Estates Ltd. v. Beasley*^[8], at p. 712.”

272. I note that the language utilized by the BCCA in *Long v. Red Branch Investments Limited*, 2018 BCCA 115 (“Red Branch”) wherein it found that:

“[31] In doing so, he emphasized two important principles: first, that fraud can vitate a judgment, and second, that fraud must be distinctly pleaded and proved.”

273. I note that the **Intake Court Endorsement** is unsigned even by handwritten or electronic signature let alone a ‘digital signature’. I note that it is not in the form of an **Arrest Warrant**.

274. I swear that at no time prior to October 2, 2024, did any police officer attempt to effect an arrest warrant upon me. As such, I submit that the **False Pretense Email** was a fraudulent email by Constable Romano and it vitiates any charging of me on that date. Moreover, my position is and will be that since the Form 2 was the document that commenced this criminal proceeding, it is governed by what was provided to me and that is the ‘ambit of the pleadings’.

275. Based upon my computation, it is **224 days** since Monday, September 23, 2024, which is approximately nine months since the time this criminal proceeding was apparently commenced.

Volume #10(B): Ultra Vires

276. I submit, without drawing a legal conclusion or making argument but rather solely for the purposes of my position, that the entirety of this criminal proceeding is *ultra vires* the Ministry of Attorney General (Ontario) – Criminal Law Division predicated on some of the legal precedents cited in Landreville. I note the following from the erudite, in my view, Lord Denning, which I copy and paste from Landreville (which is unnumbered by way of paragraphs):

“This was also the opinion of Lord Loreburn in *Marquess of Clanricarde v. Congested Districts Board of Ireland*^[9]:

There is only one point in the case, a short point, whether the Congested Districts Board could be restrained from using its compulsory power to acquire Lord Clanricarde's lands in county Galway. In form their proceedings were regular, but in substance, so the appellant contended, they were proceeding *ultra vires*. At first there was another contention that they were not proceeding bona fide, and it was explained that this conveyed no sort of reflection upon their honesty or good faith, but merely that there was some by-motive. I think it would be better to select some happier expression. I do not understand an honest dishonesty. ... **fraud or dishonesty stands on a different footing.** A court will always defeat that under any shape, and quite regardless of all form."

277. I believe that this criminal proceeding is *ultra vires* the **MAG – Criminal Law Division** and it is a nullity considering that, inter alia, Mr. Rudra is proceeding summarily on all of the information (included or not in full, true and plain disclosure) that he could have in light of the authentic documents.
278. I pre-emptively object to the Crown taking "multiple kicks at the can" should this criminal proceeding, and all issues it could have brought forward up until the time of its election, be considered a nullity and/or the criminal charge is dismissed pursuant to my Dismissal Motion or otherwise.

Volume #10(C): R. v. Smith (as Per Mr. Justice Natel): false documents, uttering false documents and forgery involving a police officer

279. In referencing the terminology above of "false document" and "uttering a false document", I believe that the **Purported Rojas Information** is a false document in certain material particulars. To the extent that she included the jurat on the second page of a document, then I will need to inspect the original or a certified true copy of the same.
280. My focus at this time is the **Intake Court Endorsement** which I believe is a false document as it purports to be an "arrest warrant" but it is not titled as such.
281. I believe it fails all of the requirements to make it a Form 7 as follows (see: supra for definitions):
- a. The **Intake Court Endorsement** does not contain the **Header Requirement** or **Document Title Requirement** ("**Breach #1**" which I believe, based upon the evidence *infra* and *supra*, renders it not a Form 7 but its eponymous title an "**Intake Court Endorsement**");
 - b. The **Intake Court Endorsement** does not contain any particulars of the **Directed Persons Location Requirement** ("**Breach #2**" which I believe did not empower any peace officers let alone peace officers in any "territorial jurisdiction" (see: Criminal Code definition *supra*))
 - c. The **Intake Court Endorsement** does not contain **Subject Particularization Requirements** as it is missing my date of birth ("**Breach #3**");
 - d. The **Intake Court Endorsement** does not contain any reference to the **Offence Particulars Requirement** ("**Breach #4**").
 - i. While it does represent that the Information was Accepted [sic] on its face, it is unclear to me whether the Information I have received was "the Information" received by which justice or judge received the same (if any);
 - e. The **Intake Court Endorsement** does not contain any **Warrant Legal Bases Requirement** ("**Breach #5**")
 - f. The **Intake Court Endorsement** does not contain an **Immediate Arrest Requirement** ("**Breach #6**");

- g. The **Intake Court Endorsement** does not contain a **Temporal Signature Requirement** and the **Locus Signature Requirement** (“**Breach #7**” and “**Breach #8**”); and
- h. The **Intake Court Endorsement** does not contain a **Judicial Officer Signature** (“**Breach #9**”).

282. The **Intake Court Endorsement** DOES contain the name of the “Justice of the Peace” that apparently or purportedly referenced a ‘warrant in the first: issue’ in “George Jiri”. Therefore, I concede that if JP Jiri was the authentic and actual JP, of Brampton, that wished to have issued a warrant, his name was present. However, I do not believe he input his name. I believe it was **fraudulently** input by an individual other than he. I shall give him the opportunity to counter the same by my Rule 23 Motion or SPPA 16.1 Motion.
283. Based on my review of the prescribed or statutory Form 7, I do not believe that the **Intake Court Endorsement** is a Form 7. As such, my position remains that the issue to be decided, which will be included in my Dismissal Motion Record (at the appropriate time), is as follows in relation to Exhibit “A”, page 3:
- a. Whether the **Intake Court Endorsement** was or is a Form 7;
 - i. If it is not, what is the relief that the Court should and/or must grant in relation to the same?
 - 1. If it is, whether it deviates from the substance of it?
 - 2. If it is, whether it (Purported ICE) was calculated to mislead or not?
 - b. Whether the words of “Digitally signed by George Jiri” amount to a digital signature at law?
 - i. If not, what is the legal effect of the same?
284. On the bases of the above and Constable Romano representing to me (at the 14th Division) that the TPS 14th Division having an arrest warrant for myself, after I attended the TPS 14th Division in good faith along with updating he regarding the status of the LTB proceeding (as it then was) in light of my attendance on September 21, 2024, at said division with Police Officer Javier Solermo, that if the TPS had a valid arrest warrant then it would have sent me the same after I responded to Constable Romano. At no time thereafter did any TPS division serve me with any arrest warrant or even a summon for that matter.
285. If no such arrest warrant existed for my arrest, then I believe that the TPS required reasonable and probable grounds to effect an arrest. As the Form 10 referenced the occurrence number in the **Purported Rojas Information**, I do not see any evidence therein (i.e. facts under oath of any communications that were without lawful authority or on said date of September 22, 2024) of the particulars of an offence that I committed in relation to subsection 264(2)(b) of the *Criminal Code*.
286. I do not believe that the Crown should have approved the criminal charge.
287. I believe and have put the Crown on notice that it should have withdrawn the criminal charge at every day after October 2, 2024.
288. I allege and submit, as a matter of my position, that the Form 2 and **Intake Court Endorsement** while separate in fact must be read as a single document in relation to how the proceeding was commenced and whether there were grounds to charge me at first instance.

Volume #10(C)(i): Now defending myself on the legal bases that the Purported Rojas Information and the Intake Court Endorsement are false documents and they were uttered; and the Intake Court Endorsement also contains forgery
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289. While I appreciate that I am on the defendant herein and the likes of the Impugned Officers (police or peace) including Court Officer Frugoni-Rojas are not being tried and have the right to defend themselves if they

were ever charged with an offence, I am now defending the singular criminal charge on the legal bases of the above. To the extent that the **Intake Court Endorsement** could be considered to be an “issued order”, contrary to the language of ‘issue’ therein, I am now defending myself on the bases (legal in nature) that it is a false document, it was uttered, and it contains forgery and on all of those legal grounds, said ‘falsities’ and “fraud” vitiated the commencement of this criminal proceeding.

290. I am relying and will be relying on the legal precedent in *R. v. Smith*, 2020 ONCJ 611 (finding on guilt of police officer Mr. Darren Smith (the “**Justice Nadel Guilt Decision**”) and *R. v. Smith*, 2021 ONCJ 234 (finding on sentence) (the “**Justice Nadel Sentence Decision**”) as per Justice Nadel of the Ontario Court of Justice (Hamilton).

291. I quote from the following paragraphs which I will reduce to a supplemental submission to that of my initial submission in the Dismissal Motion (Application) Record [single underlining is that of Justice Nadel but double underlining is mine]:

“This case is about (i) what is a false document, (ii) the *mens rea* required for forgery, and (iii) what constitutes “using” a document as genuine when it is alleged to be a forgery (see: paragraph 1);

“[2] Darren Smith, badge No. 907, is a police officer employed by the Hamilton Police Service (HPS). On two occasions, first in 2017 and then in 2018, he was dispatched to homes in Hamilton to pick up firearms for surrender to the police. On each occasion he lodged the surrendered items appropriately with the HPS property branch.

“[3] Betty Grant is the HPS civilian employee responsible for, among other things, seeing to the destruction of surrendered weapons. After each surrender, she directed Officer Smith, [in police parlance she “tasked” him], to obtain and then to provide to her *either* a “waiver” form, a “Firearms Destruction/Receipt/Disposal Waiver”, signed by the owner of the weapon documenting that owner’s surrender of the weapon to the HPS for disposition of it by the HPS or a statement from the owner signed in Officer Smith’s duty notebook to a similar effect.

[4] Officer Smith did neither on either occasion. Rather, he obtained the requisite waiver forms, and in each case, he completed the form *in its entirety*. He signed the name of the owner on the form in the spot where the owner of the weapon was required to sign. Then, he signed his own name to the form attesting to having witnessed the ostensible signature of the owner^{xxiv}. He did so without documenting in any way that he signed the name of the owner. He then uploaded the waiver forms that he had created into the HPS document management system, called NICHE, so that Ms. Grant could access them and print them out.

292. I pause here to note that I consider the above TPL laptop borrowing form to be a forgery, by context and example as I did not input my name or signature therein (and it is not my signature but an “A N P”), but I also consider the **Intake Court Endorsement** to also be a false document and a forgery because it does not contain the signature of any justice let alone the signature of JP Jiri. Moreover, while it claims to be ‘digitally signed by JP Jiri’, it merely states that without any ‘electronic signature’ with encryption regarding the same. I do not know who created this document but I presume it was a member of the TPS and/or a special constable or court officer employed by or contracted to the TPS.

293. Neither the **Purported Rojas Information** nor the **Intake Court Endorsement** have any sections for a witness. As such, I believe that seeing the originals of each are important for verification purposes.

294. I now reproduce paragraph 5 from the Justice Nadel decision on guilt of former police officer Mr. Darren Smith of the HPS and I do so for the purposes of comparing the specificity in the information and particulars of the charges against him when measured against the singular count against me as per the **Purported Rojas Information**:

“[5] When Officer Smith’s actions came to light, he was charged with one count of forgery and one count of uttering respecting each of the waivers that he created and submitted. He was essentially charged as follows [1].

[i] that between July 3, 2018 and July 22, 2018, Darren Smith knowingly made a false document; namely, that he forged a signature with intent that it be acted upon or used as genuine and thereby committed forgery, contrary to s. 367 of the Criminal Code;

[ii] that on July 22, 2018, he knowingly used a forged document; namely, a Hamilton Police Service Firearms Destruction Waiver, as if the document was genuine, contrary to s.368(1.1) of the Criminal Code;

[iii] that on November 30, 2017, he knowingly made a false document; namely, that he forged a signature with intent that it be acted upon or used as genuine and thereby committed forgery, contrary to s. 367 of the Criminal Code; and,

[iv] that on November 30, 2017 he knowingly used a forged document; namely, a Hamilton Police Service Firearms Destruction Waiver, as if the document was genuine, contrary to s. 368(1.1) of the Criminal Code.”

295. As the “**Intake Court Endorsement**” is neither a form under the Criminal Code nor a form under the ONCJ Court Forms pursuant to the Criminal Court Rules (of that level of court) or the ONSC Court Forms under its Criminal Court Rules (of that level of court), I will refer to it by its eponymous or my definitions. I allege that whoever made the **Intake Court Endorsement** with the inclusion of a fictitious or non-exist (as a fact) digital signature of JP Jiri, created a false document and used the same as if it were a legal document and form, when it was not, and as if it were genuine, contrary to the Criminal Code.

296. In this regard, I plead the Latin maxims as follows:

- a. *Ex turpi causa non oritur actio*; and
- b. *Res ipsa loquitur*.

297. I plead that necessary elements of the Crown’s case are based on succession of intertwined and independent illegal acts and that this ONCJ should exercise its jurisdiction to not hear the case. While I appreciate that the ONCJ does not have inherent jurisdiction, I plead and rely upon section 146 of the *Courts of Justice Act*.

298. To the extent that another justice or judge of any level of Ontario court issued an arrest warrant or ‘**Intake Court Endorsement**’, I reserve my rights in this regard to ‘plead’ and defend myself on those bases.

299. I swear that I am now defending myself, in addition to previous legal grounds, on the bases that I allege and submit that the **Intake Court Endorsement** was made by an individual other JP Jiri and it is a false document, with a purported digital signature that is not present on that document.

Volume #10(C)(ii): The Defence Argument: Waivers are not false documents

300. In returning to the **Justice Nadel Guilt Decision** involving former police officer Mr. Darren Smith, I reproduce paragraph 8:

“[8] The waivers are not “false documents.” Before the crime of forgery, as alleged, can be committed, it is necessary for the Crown to prove that the waivers are false documents. Since the waivers are not false documents there is no act of forgery and therefore no act of uttering a forged document.”

301. I now defend myself, in ‘pleading’ by analogy as there is no statement of defence form *per se* and to ensure that I have put my best foot forward as evidence became known to me, on the basis that the **Intake Court Endorsement** is a false document unlike the “waiver” (standard form document) in *R. v. Smith*.

Volume #10(C)(iii): Defence Argument: Signatures are not essential elements of the documents

302. I now reproduce paragraph 9 from the *R. v. Smith* decision in which the defence posited as follows:

“[9] The essential reason why the waivers are not false documents is that the signatures written by Officer Smith are not essential elements of those documents. It follows that since Officer Smith’s writing of the signatures is not essential to the waivers his ostensible witnessing of those non-essential elements is equally of no legal moment. While this last proposition was not explicitly submitted, it is a necessary corollary of the defence’s position.”

303. I believe that the signature of a justice is a requirement for an arrest warrant to have been issued. *Since there was no summons issued by a justice, then without either an arrest warrant or summons, then I query how could the police brought me before the court?* I believe and submit that said question is answered by the False Pretense Email.

Volume #10(C)(iv): Implied Authority Defence Argument in *R. v. Smith*

304. I now reproduce the following paragraphs from the Justice Nadel Guilt Decision:

“[10] Alternatively, if the signatures are an essential element of the waivers, Officer Smith had the implied authority or implied consent of the owners of the weapons to sign their names on the waivers. This is so even if no request was ever made by the owners to have him do so for them and even if Officer Smith never contacted anyone to request their authority or consent to do so

305. In relation to the **Intake Court Endorsement**, I do not believe that a police officer (member of the executive branch of government) could have implied authority (if at all) from a member of the judiciary (whether it be a justice of the peace, justice of the Ontario provincial court, justice of the ONSC, justice of the ONCA, or a justice of the SCC). I believe that would amount to a breach of our Constitution; namely the requirement of a separation of powers between the executive and judiciary.

306. I also distinguish between a ‘justice’ and ‘court staff’ (see: *Courts of Justice Act* in this regard).

307. While there is no evidence in my possession that there was a delegation by JP Jiri to another justice or court staff member as the **Intake Court Endorsement** purports to be digitally signed by JP Jiri, I would contend that if any other justice purported to sign a document on behalf of the true author of any document, it would amount to an improper delegation of authority.

Volume #10(C)(v): Defence argument: if no implied consent or authority, reasonable doubt is raised to the mens rea of offences; and so negligible to amount to ‘using’

308. I now reproduce the following from *R. v. Smith* at paragraph 11:

“[11] In the further alternative, even if Officer Smith did not have the implied consent or implied authority of the gun owners to sign their names on the waiver documents, in the circumstances that

obtained, it cannot be found to the exclusion of any reasonable doubt that Officer Smith had the necessary mens rea for the offence of forgery as pleaded. Again, if there is no forgery, then there is no uttering of a forged document.

[12] Further, even though Officer Smith uploaded or scanned the waivers that he created into NICHE, that act is so negligible and so minor as to fail to amount to “using” the waivers and hence he is not guilty of uttering those waivers, in any event.”

309. As there is no signature of JP Jiri in the **Intake Court Endorsement**, I do not believe that there could have been authority TO SIGN – let alone ‘digitally sign’ the **Intake Court Endorsement** – whatever the legal effect is of that alleged document (not a ‘form’ under the Criminal Code or either of the sets of rules in relation to the ONCJ or ONSC).
310. I distinguish between that which the defence posited, but failed, as to the alleged negligible act of uploading or scanning the waivers (without the authentic signatures of the gun owners) into a “Niche database” that it could fail to the act of ‘using’ the waivers, and the usage against me in not only this proceeding herein but other proceedings in different fora. I plead that the uploading and scanning (if that was the case) is beyond the de minimis range as unlike a gun owner who was surrendering their weapons in any event, whether voluntary or by compulsion, my life, liberty and security has been put at issue and I am now nearing a year of my life, liberty, and security being put in ‘limbo’ and at risk. I continue to suffer loss and damage by this conduct. I also note that Constable Romano represented that the TPS had an arrest warrant as grounds for me to not leave the TPS 14th Division because the DC Kolankowski warning was entirely fictitious (i.e. he never warned me once as I had never met him until that date (October 2, 2024)).
311. There were two surrenders at issue in *R. v. Smith*: (i) the Jolly Surrender; and (ii) Shukmat Surrender.
312. Justice Nadel in the Justice Nadel Guilt Decision at paragraphs below cited the sections in the Criminal Code relating to forgery and false documents:

The Criminal Code
False Document

[54] The *Code* defines “false document” in s. 321:

“false document” means a document

(a) the whole or a material part of which purports to be made by *or on behalf* of a person

(i) who did not make it or authorize it to be made, or

(ii) who did not in fact exist,

(b) that is made by or on behalf of the person who purports to make it but is false in some material particular,

(c) that is made in the name of an existing person, by him or under his authority, with a fraudulent intention that it should pass as being made by a person, real or fictitious, other than the person who makes it *or* under whose authority it is made;[3]

Forgery

[55] The offence of forgery is contained in s. 366 of the *Code*:

366. (1) Every one commits forgery who makes a false document, knowing it to be false, with intent

(a) that it should in any way be used or acted on as genuine, to the prejudice of any one whether within Canada or not; or

(b) that a person should be induced, by the belief that it is genuine, to do or to refrain from doing anything, whether within Canada or not.

Making false document

(2) Making a false document includes

(a) altering a genuine document in any material part;

(b) making a material addition to a genuine document or adding to it a false date, attestation, seal or other thing that is material; or

(c) making a material alteration in a genuine document by erasure, obliteration, removal or in any other way.

(3) Forgery is complete as soon as a document is made with the knowledge and intent referred to in subsection (1), notwithstanding that the person who makes it does not intend that any particular person should use or act on it as genuine or be induced, by the belief that it is genuine, to do or refrain from doing anything.

(4) Forgery is complete notwithstanding that the false document is incomplete or does not purport to be a document that is binding in law, if it is such as to indicate that it was intended to be acted on as genuine.

Exception

(5) No person commits forgery by reason only that the person, in good faith, makes a false document at the request of a police force, the Canadian Forces or a department or agency of the federal government or of a provincial government.

313. Due to the importance of the disposition of this criminal proceeding being in my favour on a specific and general level, in my view, I note the following in relation to section 321 of the Criminal Code:

- a. I believe that the **Intake Court Endorsement** is a ‘document’ under section 321;
- b. I believe that it purports to be made by (not on behalf of) JP Jiri;
- c. I do not believe that the whole of it was made by JP Jiri or, in the alternative, a part of it was not made by him or authorized by him (in whole or in part);
- d. I believe it is false in all of the above material particulars (see: supra, in relation to the missing parts in the date in French translation, the requirements in a Form 7 for a “warrant in the first” along with his required signature (see: also, Breaches #1 to #9);
- e. I believe that JP Jiri was an existing person on the date of September 23, 2024;
- f. I do not believe on that date, absent a location (which grounds my belief), that it was made by JP Jiri; and
- g. Moreover, I believe, to the extent that JP Jiri did not make it, that it may have authorized it after the fact in an effort to shield the actual justice who made it at the time (see: subsection (C) of section 321).

314. Due to the importance of the disposition of this criminal proceeding being in my favour on a specific and general level, in my view, I note the following in relation to section 366 of the Criminal Code:

- a. I believe that whoever made it, perhaps multiple persons in concert, knew it to be false in various material particulars as known to them;
- b. I was within Canada at the purported time it was made (namely Toronto – not Brampton);
- c. As I do not know when the **Intake Court Endorsement** was made and whether what I received was what Constable Romano was relying upon, I was induced by his representations to me regarding an arrest warrant;
- d. I believe I have been prejudiced by this **Intake Court Endorsement** at least since its receipt and to the extent that it was not created at the time in question (i.e. it replaced another documents denoted as such);
- e. To the extent that the **Intake Court Endorsement** was a genuine document in a different format, layout and diction, along with a different justice, I believe and defend the criminal charge on the basis that the original **Intake Court Endorsement** has been materially altered;
- f. I will need to know when the **Intake Court Endorsement** was made and if it was ever sent to another courthouse (i.e. one other than Brampton Courthouse) before I can speculate or defend myself further. I reserve my rights in fact and at law in this regard;
- g. I do not believe that the **Intake Court Endorsement** is a binding document in law as it was disclosed to me as per the above evidence I have put forth above and sworn;
- h. To the extent that it is a binding document in law, then I plead in the primary that it was incomplete or it was ‘completed’ in the subjective mind of the judge who initially espoused the same without signature. In the alternative, I plead that if it was incomplete, then the initial justice who verbalized or diarized the “**Intake Court Endorsement**”, absent an endorsement, then did not wish to stand by his or her **Intake Court Endorsement**. However, when the TPS and the justice who approved the same realized that it was in error, I believe and allege that some police officers from the 52nd Division asked for a favour of JP Jiri, a former police officer of the 52nd Division; and
- i. Other particulars herein.

Volume #10(C)(vi): Justice Nadel’s Discussion in his Reasons for Judgment

315. I now copy and paste from paragraph 69 of the Justice Nadel’s decision

“[69] As applied to this case, a false document means a document the whole or a material part of which purports to be made by or on behalf of a person who did not make it or authorize it to be made. Obviously neither Ronald Jolly nor Ruth Shkumat made either document. They did not sign their names to the waivers, although each of the two documents created by Officer Smith purport to be signed by them.”

....

[71] In my view that submission is incorrect. I find that if these documents had been submitted to NICHE without a signature Betty Grant would not have accepted them nor would she have acted upon them. She would not have accepted them any more than a payee would accept a cheque without a payor’s signature, or any more than a pharmacy would accept a prescription without a doctor’s signature or any more than Service Ontario would accept a motor vehicle ownership transfer without a signature.

[72] Indeed, in any endeavour to be documented, a signed document demonstrates that signer’s agreement to the document’s terms by virtue of their signing. The signatures of Ronald Jolly and Ruth Shkumat were material to these waivers. The task Ms. Grant set for Officer Smith was to obtain a signed waiver or a signed notebook.

[73] Similarly, if the required signature was not material, there would be no need for a witness to that signature. Documents that ask for a witness to a signature require the witness to authenticate the signature precisely *because* the signature is material to the document.

[74] I am of the view that resort to the reported cases is unnecessary to determine whether the signatures on these waivers is a material part of these documents. I find and rule that in each case the signature of the maker of the document was and is a material part of the document.

[75] Nonetheless, resort to the controlling authority would require the same conclusion.

[76] In *R. v. Gaysek*, 1971 CanLII 11 (SCC), [1971] S.C.R. 888, an inventory contained false entries despite being certified as true and correct. The lies about the entries did not change the nature of the document, it remained a purportedly true inventory. Yet, the inventory was false for the purposes for which it was created. Likewise, Officer Smith created these waivers and used them as purportedly true documents. But they were false documents for the purposes for which they were created.

[77] In *R. v. Ogilvie* (1993), 1993 CanLII 3510 (QC CA), 81 C.C.C. (3d) 125 (Que. C.A.) Justice Fish explained what *Gaysek* stood for. He wrote that *Gaysek* decided that “a document which is false *in reference to the very purpose for which it was created*” is one that is false in a material particular, within the meaning of s. 321 of the *Criminal Code*. So, in order to be a false document, the document in question must not simply “tell a lie”; it must be false in relation to the purpose for which it was created.[6] That is clearly true, too, with respect to the two waivers that Officer Smith created.

316. I believe and allege, at this time based on the evidence that I have, that JP Jiri did not make the **Intake Court Endorsement** because if it was an endorsement of the ONCJ and himself, it would be from the ONCJ and not with the language at the top of the document therein. Moreover, I do not believe that JP Jiri signed his name to the **Intake Court Endorsement** as it does not have his digital signature but merely his name. I also note that there is no location as to where JP Jiri signed the same even though there is no digital certificate. Without a certificate authority, I believe it is impossible to test the same. I believe that while the **Intake Court Endorsement** purports to be him and digitally signed by him, absent a digital signature (i.e. an electronic signature with encryption that can be later verified).
317. I believe that had a Form 7 been used, which it was not, that it would have required the signature of JP Jiri in handwritten, electronic or digital signature form. I do not quarrel with a justice of the peace using a digital signature but then he or she should use the likes of Adobe like I have in the past or what appears to be utilized by Court Officer Rojas. There is no “Adobe” emblem or another certificate authority therein that can test the same with SHA 256 to verify that alleged time of 12:59 a.m.
318. Constable Romano did **not** say to me on October 2, 2024, “Well we have an ‘**Intake Court Endorsement**’” but he said what was above and in previous evidence, “Well, we have an arrest warrant”.
319. I now plead (while maintaining my innocence) that my position now with the benefit of the evidence at Exhibit “A” is the **Intake Court Endorsement** was false for the purpose in which it was created.
320. I also rely on the doctrine of *contra proferentem* in relation to the **Intake Court Endorsement** in that where there are ambiguities, they must be construed against the drafters (whomever they were).
321. In relation to the *mens rea* for forgery, Justice Nadel found as follows:

“[95] Accordingly, the intention required to be proved to ground a conviction for forgery is merely the intention to deceive. The Crown is not required to prove the forger had an intention to defraud, which is to say that for a conviction for forgery the Crown need not prove that Officer Smith intended to cause prejudice or harm.”

“[100] Likewise, Officer Smith’s actions were not the product of negligence in the sense of failing to take proper care in the performance of his duties. He rejected and abdicated his sworn duty in these cases. These were not acts of negligence. They were acts of malfeasance.”

322. I am not suggesting that Ms. Anguelova intended to deceive me but I will await her evidence in that regard.
323. I believe that whoever created the **Intake Court Endorsement** intended to deceive me. I do not suggest, as I do not know that the sender of the documents had any intention in this regard, that the sender had any intention to deceive me.
324. I will need to know who was in charge of and participate in the “Police File ID” listed above to determine who engaged in the same. Based upon the Form 10 of October 10, 2024, I do not believe that it was the 14th Division *per se*. I again observe for ease of reference that the Form 10 did not have a “Police File ID”.

Volume #10(C)(vii): Mens rea involving “uttering” of a forged or false document ^{xxv}

325. I now copy and paste from the below paragraph:

“[103].....Moreover, Mr. Leach points to the definition of “document” found in s. 321 of the *Code*: “document means any paper, parchment or other material on **which is recorded or marked anything that is capable of being read or understood by a person, computer system or other device**, ...” (emphasis added)

326. I also note the two cases cited by Mr. Justice Nadel relating to the usage of false and forged documents:

“[104] Additionally, in *R. v. Stevenson*, 1980 CanLII 2930 (ON CA), [1980] O.J. No. 1621 (C.A.), the court held that putting a false affidavit into a photocopy machine to copy it was a “use” of it. Further, Justice Kerans, in *Sebo*, notes that *R. v. Harris*, (1965) Crim. App. R. 330 (U.K. C.C.A.) provides that when a photocopy of a forgery is made for wider distribution that too is a “use” and therefore an uttering of the forged original.”

Volume #10(C)(ix): Pre-emptive to the potential of the Crown’s position: justice is not free – making valuable use of any court time

327. In the spirit of notice and respecting court resources, to the extent that the Crown’s position is that the **Intake Court Endorsement** does not comply with a Form 7 but it is nonetheless genuine, one of my counters will be that the **Intake Court Endorsement** is not ‘digitally signed’. It does not have a signature or an electronic signature let alone a digital signature. Ergo, I believe and plead that that **Intake Court Endorsement** is false in a material particular and it was then passed off to me as if it were genuine when it was not.
328. I certainly appreciate that justices of the peace (if in fact JP Jiri was responsible for the **Intake Court Endorsement** which I do not think he was) are in high demand and have exhausting schedules. However, I would not have taken issue with seeing that a Form 7 had an initial granting of the same in oral fashion (*per se*) with the endorsement of it at later date (i.e. the administrative task of signing the same), and the sending a duly completed Form 7 with the signature of the justice at the time and place (which is absent) to the very peace officers that were to, hypothetically speaking, arrest me immediately.
329. However, that is not what is stated in the **Intake Court Endorsement** as it represents that “George Jiri” digitally signed the **Intake Court Endorsement** at 12:59:50 on Monday, September 23, 2024.

330. I note the offence as particularized spans one day (i.e. September 22, 2024) and not “between any dates”. I allege that merely reciting subsection 264(1) and 264(2)(b) demonstrated its factual wrongness. There are no particulars that I repeatedly communicated with the Purported Complainant. I appreciate that an individual could communicate with an individual repeatedly on one day but I did not communicate with the Purported Complainant on September 22, 2024.

VOLUME #11: Quia Timet elements and Jurat
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331. I note the legal test in relation to a quia timet injunction, I note that which was cited in the LSBC 2024 Decision regarding the same:

“a high degree of probability the alleged harm will in fact occur imminently or in the near future” without the injunction.

332. I believe that there is a risk of destruction or deletion of documents which may not be recoverable at first instance or by way of applications and software to recreate the same or the substance of the same if the injunction is not granted.
333. I note that Ms. Anguelova has not produced any further documents regarding the same despite seeking documents from a court file but I note that her clients are the TPS and TPS Respondents. I believe she is aware of other documents so involved and that she knows that the Intake Court Endorsement is not an authentic document.
334. I note that I have asked for further disclosure of the Crown but it is non-responsive along with an unknown individual representing to me that Mr. Rudra would DELETE any emails that I would send him.
335. While I have set another motion that the ONCJ has lost jurisdiction over me on technical grounds, I will not conflate the two proceedings as there is no constitutional questions before the ONCJ.
336. I note that the test for disclosure is distinct from that of the test for production of records in an HRT0 Proceeding by listing of the same and/or interim motion. I remain concerned with the current delays and the HRT0 Specific Rules that do not require document listing and production until a hearing is set that if the relief I seek is not granted that the alleged harm (document destruction, deletion, double and triple deletion of emails and/or general disposal of records in a cycle i.e. every six months, nine months or year)
337. I have provided this **Declaration #10** out of an abundance of caution to ensure that I had put the documents in evidence and in the record of proceeding before losing the same and/or them being corrupted. I have advanced the evidence herein based on the law as I have read it and for courtesy notice purposes to the Crown so it does not feel ambushed by this defence and inclusion into my Dismissal Motion. I will provide the to be filed and served documents into an updated motion record.
338. I confirm that I have not and do not need any particulars in relation to the charge against me. It is sufficiently clear but my position is that it is predicated on a false premise (i.e. the date in question) and I will defend myself on that basis.
339. I swear this **Declaration #10** for no improper purpose.

340. I reserve the right to rely upon this evidence for any other lawful purpose.
341. I will serve all interested persons with a copy of this declaration, the Form 16 duly executed by me and motion submissions when they are complete.
342. I declare the following to be true, as of May 28, 2025, and for no improper purpose.

A handwritten signature in black ink, appearing to read "Kevin A. McLean", with a horizontal line drawn underneath it.

Mr. Kevin A. McLean (B.A., J.D., CIM)

ⁱThere are other inclusions therein that lead me to believe that was not the original document.

ⁱⁱI am currently taking some new medication which is assisting with my memory and recall.

ⁱⁱⁱFor mathematical purposes, please see below to the timing of the same.

^{iv}<https://epsteincole.com/>

^vRedundant, in my view, if the ONCJ logo is the correct and current logo for the ONCJ

^{vi}Error in spacing between

^{vii}Subsection (j): *if none of the above applies, reproduce the provisions of the statute that authorize this warrant*).

^{viii}All materials are to be filed with the Trial Coordinator's Office at CriminalTrialOffice-SCJ-Toronto@ontario.ca and with the Criminal Intake Office at TORONTO.SCJ.CRIMINALINTAKE@ontario.ca

^{ix}<https://findvectorlogo.com/ontario-court-of-justice-vector-logo-svg/>

^x<https://www.tps.ca/organizational-chart/communities-neighbourhoods-command/field-services/court-services/court-officer-recruitment/>

^{xi}References to ATS: <https://www.oacp.ca/en/careers-in-policing/constable-selection-system.aspx#2-Is-my-Applicant-Testing-Services-ATS-Certificate-of-Results-considered-valid>

^{xii}I presume that this is the same or similar to a "paddy wagon" (colloquial term)

^{xiii}Who is the Superintendent of Court Services?

^{xiv}Nothing contained herein that references Court Officers swearing informations in support of a warrant

^{xv}It is unclear if this was a joint officers' locker room or Detective Abdul (Virani) locker room.

^{xvi}<https://www.linkedin.com/in/george-jiri-b05b90204/details/experience/>

^{xvii}MUST produce a writing which distinguishes it from section 487.1 of the Criminal Code.

^{xviii}The equivalent of subsection 508.1(2)

^{xix}The subsections and subclauses involving when an accused has already been issued an appearance notice or been released are not relevant as it relates to the timing of the Rojas Information and whatever the document at Exhibit "A", page 3 purports to be

^{xx}JP Jiri is located, based upon my belief, in the city of Brampton (not the City of Toronto or the Toronto Region)

^{xxi}There was no evidence in the Rojas Information relating to the public interest

^{xxii}For the signing of 'faxed information', please see: [11] The second general argument advanced by the appellant relates to the Justice of the Peace who received and signed the faxed Information (see: <https://canlii.ca/t/2fn56#par11>)

^{xxiii}<https://www.canlii.org/en/ca/scc/doc/1945/1945canlii27/1945canlii27.html>

^{xxiv}As it relates to the weapons that they owned to be surrendered and destroyed

^{xxv}I note the law in this regard from the secondary source of a criminal defence lawyer Mr. Jordan Donich, "The term "uttering" refers to the act of using or passing off a forged document as genuine. This can include acts like using the document, causing someone else to use it, or transferring or possessing it with the intent to cause it to be used." Uttering a forged (false) document is more serious with respect to potential sanctions and imprisonment as per "This difference indicates the transition from document creation to its fraudulent use. Notably, the penalties for uttering forged documents and forgery are different: forgery carries a maximum of 10 years imprisonment. On the other hand, uttering forged documents can lead to up to 14 years if prosecuted as an indictable offense." (see: <https://mydefence.ca/utter-forged-documents-defence-lawyers/>).