



Court File No.

**ONTARIO  
SUPERIOR COURT OF JUSTICE**

**B E T W E E N:**

(Court Seal)

**LONDON HEALTH SCIENCES CENTRE**

Plaintiff

- and -

**ABHIJEET (ABHI) MUKHERJEE, BRADLEY CAMPBELL, JACKIE  
SCHLEIFER TAYLOR and CORPUS SANCHEZ INTERNATIONAL  
CONSULTANCY INC.**

Defendants

**STATEMENT OF CLAIM**

**TO THE DEFENDANTS**

A LEGAL PROCEEDING HAS BEEN COMMENCED AGAINST YOU by the Plaintiff. The claim made against you is set out in the following pages.

IF YOU WISH TO DEFEND THIS PROCEEDING, you or an Ontario lawyer acting for you must prepare a Statement of Defence in Form 18A prescribed by the *Rules of Civil Procedure*, serve it on the Plaintiff's lawyer or, where the Plaintiff does not have a lawyer, serve it on the Plaintiff, and file it, with proof of service in this court office, **WITHIN TWENTY DAYS** after this Statement of Claim is served on you, if you are served in Ontario.

If you are served in another province or territory of Canada or in the United States of America, the period for serving and filing your Statement of Defence is forty days. If you are served outside Canada and the United States of America, the period is sixty days.

Instead of serving and filing a Statement of Defence, you may serve and file a Notice of Intent to Defend in Form 18B prescribed by the *Rules of Civil Procedure*. This will entitle you to ten more days within which to serve and file your Statement of Defence.

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IF YOU FAIL TO DEFEND THIS PROCEEDING, JUDGMENT MAY BE GIVEN AGAINST YOU IN YOUR ABSENCE AND WITHOUT FURTHER NOTICE TO YOU. IF YOU WISH TO DEFEND THIS PROCEEDING BUT ARE UNABLE TO PAY LEGAL FEES, LEGAL AID MAY BE AVAILABLE TO YOU BY CONTACTING A LOCAL LEGAL AID OFFICE.

TAKE NOTICE: THIS ACTION WILL AUTOMATICALLY BE DISMISSED if it has not been set down for trial or terminated by any means within five years after the action was commenced unless otherwise ordered by the court.

Date \_\_\_\_\_ Issued by \_\_\_\_\_  
Local Registrar

Address of court office: Superior Court of Justice  
80 Dundas Street  
London Ontario  
N6A 6A3

TO: Abhijeet (Abhi) Mukherjee  
1404 - 1968 Main St W  
Hamilton, ON L8S 1J7

AND TO: Bradley Campbell  
169 Ashdale Ave  
Toronto, ON, M4L 2Y8

AND TO: Jackie Schleifer Taylor  
23 Ferguson St.  
Toronto, ON M1L 0C2

AND TO: Corpus Sanchez International Consultancy Inc.  
169 Ashdale Avenue  
Toronto, ON M4L 2Y8

## CLAIM

1. The Plaintiff, London Health Sciences Centre (“**LHSC**”) claims from the Defendants, jointly and/or severally:

- (a) damages for breach of fiduciary duty, negligence, negligent misrepresentation, breach of contract, and wilful misconduct in an amount to be finally determined but presently estimated to be in the range of \$10 million;
- (b) an Order allowing the Plaintiff to recover and/or disgorge and/or withhold all salary, wages, bonuses and any other form of employment related compensation paid or that may now be due and owing to the Defendants, and if necessary, the set-off of such amounts against any amounts found to be due and owing by the Defendants;
- (c) punitive and exemplary and/or aggravated damages in the amount of \$100,000.00;
- (d) pre-judgment and post-judgment interest, in accordance with the provisions of the *Courts of Justice Act*;
- (e) costs of this action on a substantial indemnity basis; and
- (f) such further and other order as to this Honourable Court seems just.

## The Parties

2. LHSC is a public hospital operating in the Province of Ontario pursuant to the provisions of the *Public Hospitals Act*, RSO 1990, c P40, as amended.

3. The Defendant Abhijeet (Abhi) Mukherjee (“**Mukherjee**”) commenced employment with LHSC on or about September 2, 2022 in the position of Chief Financial Officer. As explained further below, Mukherjee owed fiduciary duties to LHSC. Mukherjee’s employment was terminated on or about August 19, 2024 on a without cause basis.

4. The Defendant Jackie Schleifer Taylor (“**Schleifer Taylor**”) commenced employment with LHSC on or about September 8, 2015, and since January 2021 has held the position of Chief Executive Officer (“CEO”). As explained further below, Schleifer Taylor owed fiduciary duties to LHSC. Schleifer Taylor’s employment with LHSC ceased on June 10, 2024.

5. The Defendant Bradley Campbell (“**Campbell**”) commenced employment with LHSC on or about July 1, 2022 in the newly created position of Corporate Hospital Administrative Executive. As explained further below, Campbell owed fiduciary duties to LHSC. Campbell’s employment was terminated on a without cause basis on August 7, 2024.

6. Prior to the commencement of Campbell’s employment with LHSC, he worked for LHSC for approximately six (6) years as a consultant through Corpus Sanchez International Consultancy Inc. (“**Corpus**”), pursuant to a number of independent contractor agreements. Pursuant to those agreements, Corpus and Campbell agreed to act honestly and in good faith with a view to the best interests of LHSC.

7. Through Corpus, Campbell provided, among other things, executive services for various executive roles including support for the day-to-day operation of the hospital and support to the Board of Directors (the “**Board**”). Immediately prior to the commencement of his employment with LHSC in the role of Corporate Hospital Administrative Executive, Campbell provided consultant services to LHSC through Corpus in the role of Interim Executive Lead (Finance).

### **Contractual Obligations**

8. Mukherjee, Campbell, and Schleifer Taylor (collectively, the “**Individuals**”) were bound to LHSC under employment agreements which required them to render loyal and diligent service to LHSC and to perform the duties and responsibilities of their positions competently, honestly and in good faith, free of conflict of interest and without improper personal gain to themselves or others. Corpus and Campbell contractually agreed to act honestly and in good faith with a view to the best interests of LHSC.

9. Each of the Individuals agreed to be bound by LHSC’s Code of Conduct. Appendix A to the Code of Conduct, entitled “Reporting of Inappropriate Activities”, sets out what is expected of LHSC’s employees when they become aware of inappropriate activities in the workplace, including fraud. It requires that they, *inter alia*, report such activities at an early stage before they have a chance to become more serious. None of the Individuals complied with their obligations under Appendix A after having learned of the Additional Report and the Allegations (as defined below).

10. Similarly, LHSC’s Standards for Business Conduct required the Individuals to report suspected fraudulent activity upon becoming aware of it. Included in the Standard for Business Conduct (the “**Standards**”) is the following:

- (a) Every individual is responsible for providing services that comply with all laws, regulations and standards including the *Broader Public Sector Accountability Act* (“**BPSAA**”). Individuals must demonstrate integrity and act in ways that are consistent with the

LHSC mission, vision, values and comply with LHSC policies, as an expression of our stewardship and accountability responsibilities.

(b) These Standards extend to include activities that:

- (i) Pose a risk to staff, visitors/care partners, patients
- (ii) Constitute financial misconduct, or breach of legal obligations
- (iii) Constitute misuse of, or a threat to, hospital assets.

11. The Standards expressly include a duty to report in writing any activities judged to be in conflict with the Standards or any related policy.

#### **Potential Fraud is Discovered and Reported to Defendants**

12. Beginning in or around April 2022, the Defendants, alone or in concert with each other and/or third parties, condoned and/or intentionally ignored evidence that a fraud may be being perpetrated against LHSC. In addition to being negligent and a breach of their various duties as fiduciaries of LHSC, the actions of the Individuals were in breach of each of their employment agreements, including the Code of Conduct and the Standards to which they agreed to be bound. This behaviour also constituted wilful misconduct on the part of each of the Individuals. Below is a summary of the unlawful activities engaged in by the Defendants, of which LHSC is currently aware. The actions of Corpus and Campbell prior to July 1, 2022 were in breach of the independent contractor agreement in place with LHSC.

13. On or around April 6 2022, Julia Marchesan, Human Resources and Workforce Wellness Executive ("**Marchesan**") provided Schleifer Taylor with a copy of a confidential management-initiated report (the "**Additional Report**") that had originated from an April 2022 workplace harassment investigation conducted by a third-party investigator. This Additional Report documented that during the course of the

harassment investigation, three witnesses raised concerns regarding potentially fraudulent behaviour in facilities procurement and construction contracting practices (the “**Allegations**”).

14. After receiving the Additional Report, Schleifer Taylor directed Marchesan to share the Additional Report with Campbell. Marchesan provided a copy of the Additional Report to Campbell on April 7, 2022, at which time Campbell held the position of Interim Executive Lead (Finance) through Corpus and was contractually obligated to act honestly and in good faith with a view to the best interests of LHSC.

15. Despite having full knowledge of the Additional Report and the Allegations therein, the Schleifer Taylor, Mukherjee, Campbell, and Corpus:

- (a) failed to notify LHSC’s Internal Audit Department of the Additional Report or the Allegations;
- (b) failed to inform the Board of the Additional Report or the Allegations, or the concerns regarding fraudulent behaviour in facilities procurement and construction contracting practices raised therein;
- (c) failed to speak to any of the “witnesses” mentioned in the Additional Report who raised the Allegations or trigger an independent investigation;
- (d) failed to disclose to LHSC’s external auditors, Ernst & Young LLP (“**EY**”) the Additional Report, the Allegations, or any suspected or alleged fraud or corruption, either during EY’s audit processes in 2023 or at any time prior to their departure from LHSC; and
- (e) permitted staff implicated in the Allegations to lead an engagement with PricewaterhouseCoopers LLP (“**PwC**”) into the review of rising

construction costs, resulting in a 2023 report that failed to address or even acknowledge the existence of the Allegations.

16. Further, in contradiction with her obligations under Canadian Auditing Standards (“**CAS**”) 240 and 580, Schleifer Taylor signed an LHSC Annual Representation Letter on May 31, 2022 without making any mention of the Additional Report or the Allegations, or any concerns related to procurement and fraud. In the 2022 Representation Letter, Schleifer Taylor confirmed on behalf of LHSC that she had “disclosed all instances of identified or suspected non-compliance with laws and regulations, including fraud”.

17. Subsequently, on December 3, 2022, Marchesan provided Mukherjee with a copy of the Additional Report.

18. Despite having full knowledge of the Additional Report and its serious implications, Mukherjee:

- (a) failed to notify LHSC’s Internal Audit Department of the Additional Report or the Allegations;
- (b) failed to inform the Board of the Additional Report, or the Allegations, or any concerns regarding fraudulent behaviour in facilities procurement and construction contracting practices raised therein;
- (c) failed to speak to any of the “witnesses” mentioned in the Additional Report who raised the Allegations or trigger an independent investigation;
- (d) failed to disclose to LHSC’s external auditors, EY, the Additional Report, the Allegations, or any suspected or alleged fraud or corruption, either during EY’s audit processes in 2023 or at any time prior to their departure from LHSC;



- (e) signed LHSC's 2023 and 2024 Annual Representation Letters without making any mention of the Additional Report, the Allegations, or any underlying concerns related to procurement and fraud, in contradiction of his obligations under CAS 240 and 580. In the 2023 and 2024 Representation Letters, Mukherjee confirmed on behalf of LHSC that he had "disclosed all instances of identified or suspected non-compliance with laws and regulations, including fraud";
- (f) claimed that he had initiated an investigation into the Allegations and had spoken to risk management executive Tammy Quigley ("**Quigley**") regarding same, in correspondence with LHSC staff. Mukherjee stated that they "could not turn a blind eye" if the Additional Report raised "allegations of wrongdoing and potential corruption" and with more evidence, LHSC "needed to be prepared to take action" if the investigation "confirmed wrongdoing". Although Mukherjee clearly interpreted the Additional Report as raising allegations of wrongdoing and potential corruption that required investigation and action, Mukherjee failed to inform Quigley of the Additional Report. Rather, Mukherjee only asked Quigley to provide names of third parties to explain rising construction costs, not to initiate or support a fraud/corruption investigation; and
- (g) permitted staff implicated in the Allegations to lead an engagement with PwC into the review of rising construction costs, resulting in a 2023 report that failed to address or even acknowledge the existence of the Allegations.

19. As a result of the breaches described above, LHSC has suffered losses, in an amount currently understood to total approximately \$10 million.

## **Breach of Contract and of Fiduciary and Other Duties**

20. *Negligent Misrepresentation* At the time they began providing their services to LHSC and throughout the course of their employment, the Individuals represented to LHSC that they were competent, honest and loyal employees, duly and diligently engaged in the assigned duties and responsibilities of their position (the **"Representation"**).

21. The Representation was false and was known to each of the Individuals to be false at the time they made it. It was made recklessly, fraudulently and/or deceitfully. The Individuals each made the Representation with the intent and aim that it be relied on by LHSC to its detriment and LHSC did so rely upon it.

22. As a consequence of the Representation, LHSC has been deprived of substantially all of the benefit that it bargained for when it hired each of the Individuals, and it has suffered damages as a result.

23. *Negligence* At all material times, the Defendants owed a duty to take care with respect to the financial management of LHSC, including to ensure that any potential fraud upon LHSC was reported to the Board and thoroughly investigated.

24. The Defendants were negligent in that they:

- (a) failed to act in a timely manner, or at all, in responding to the Additional Report and/or the Allegations;
- (b) failed to report to the Board that a vendor had potentially defrauded LHSC; and
- (c) intentionally hid the fact that a vendor had potentially defrauded LHSC.

25. *Breach of Fiduciary Duties* As employees with executive responsibilities, the Individuals also owed fiduciary and other duties to LHSC both before and after termination of their employment. In particular, they owed LHSC a duty:

- (a) to act at all times in LHSC's best interests; and
- (b) to ensure that potential fraud and other financial irregularities were immediately and properly investigated and managed.

26. The Individuals each breached their fiduciary duties to LHSC in that they:

- (a) failed to act in a timely manner, or at all, in responding to the Additional Report and/or the Allegations;
- (b) failed to report to the Board that a vendor had potentially defrauded LHSC; and
- (c) intentionally hid the fact that a vendor had potentially defrauded LHSC.

27. *Breach of Duty of Good Faith* Being bound by contractual arrangements to LHSC, the Defendants owed LHSC a duty of good faith to act honestly, fairly, and in good faith in the performance of their contractual rights and obligations to LHSC. They breached their duty of good faith in acting as set out above, with resulting damage to LHSC.

28. *Breach of Contract by Corpus* Corpus breached its contractual duties and obligations owed to LHSC pursuant to the independent contractor agreements governing Campbell's consultant services by acting as set out above, with resulting damage to LHSC.

29. *Wilful Misconduct* The Individuals engaged in wilful misconduct, disobedience or wilful neglect of duty that is not trivial and had not been condoned by LHSC by breaching their duties owed to LHSC and the terms of their employment contract with LHSC, as described above.

30. *Statutory Breach* The Individuals' misconduct as described above, amounted to breaches of the obligations they owed pursuant to the BPSAA, including but not limited to: i) section 12 which requires compliance with directives regarding procurement standards; and ii) section 15 which requires preparation of attestations regarding compliance with procurement directives, with resulting damage to LHSC.

31. The Defendants are joint tortfeasors and are jointly and/or severally liable for all damages and loss flowing from the wrongful acts set out above.

### **Punitive, Exemplary and Aggravated Damages**

32. LHSC supports the health and welfare of the community it serves. Condoning and ignoring the defrauding of this organization, in particular, merits an award of punitive and aggravated damages. In addition, the conduct and activities of the Defendants represent a deliberate, high handed and wanton denial and frustration of the rights of LHSC and were calculated to injure LHSC to the benefit of the Defendants. As such, the actions merit an award of punitive, exemplary and/or aggravated damages.

### **Set off**

33. LHSC claims by way of set off any damages to which it is entitled against any amounts found to be owing to the Individuals in respect of their employment with LHSC, including any salary, wages, bonuses and any other form of employment related compensation paid or that may now be due and owing to the Individuals and thereafter. LHSC relies on the *Employment Standards Act, 2000*, SO 2000, c 41 , and any amendments and regulations thereto, and in particular, section 13.

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34. The Defendants are joint tortfeasors and are jointly and/or severally liable for all damages and loss flowing from the wrongful acts and conspiracy.

June 13, 2025

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-and- **ABHIJEEI (अभिजी) MUKHERJEE et al.**

(Defendants)

**Court File No.:**

**ONTARIO  
SUPERIOR COURT OF JUSTICE**

Proceeding commenced at London

**STATEMENT OF CLAIM**

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