

PUBLICATION COPY

This publication copy reproduces the Statement of Claim filed in Pulcova v. His Majesty the King in Right of Canada, Ontario Superior Court of Justice, Court File No. CV-26-00015458-0000, issued August 4, 2026. The Plaintiff's mailing address, telephone number, and email address have been removed for privacy. No other substantive changes have been made. The filed Statement of Claim forms part of the public court record.

Court File No. _____

ONTARIO SUPERIOR COURT OF JUSTICE

B E T W E E N:

NADEZDA ("NADIA") PULCOVA

Plaintiff

– and –

HIS MAJESTY THE KING IN RIGHT OF CANADA

Defendant

STATEMENT OF CLAIM

TO THE DEFENDANT

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.

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: _____

TO: The Attorney General of Canada

c/o Department of Justice Canada, Ontario Regional Office

120 Adelaide Street West, Suite 400

Toronto, Ontario M5H 1T1

CLAIM

1. THE PLAINTIFF CLAIMS:

(a) a **declaration** that, in the circumstances in which the Defendant received the Plaintiff's submissions of October 23 and November 3, 2025 and dealt with them thereafter, the Defendant was subject to an obligation to deal with the Plaintiff in good faith in respect of those submissions, and that the Defendant's handling of them — including the representations it made to the Plaintiff, and subsequently reversed, concerning their circulation, consideration, and closure — was inconsistent with that obligation (*Declaration 2*);

(b) in addition to (a), a **declaration** that the Plaintiff is the author of, and holds copyright in, the paper describing the Framework (*Declaration 1*);

(c) **damages** in an amount to be determined, together with pre- and post-judgment interest under the *Courts of Justice Act*;

(d) the **costs** of this action; and

(e) such **further and other relief** as this Honourable Court deems just.

The Parties

2. The Plaintiff, Nadezda ("Nadia") Pulcova, is an individual resident in Ontario and the originator of a coordination effectiveness measurement framework (the "**Framework**").

3. The Plaintiff developed the Framework. The Plaintiff has pursued its commercialization through TalentFund Media Inc., a federally incorporated company founded by the Plaintiff, under the name PraxisGraph.

4. The Defendant is **His Majesty the King in Right of Canada**.

5. The Plaintiff brings this action against the Defendant in accordance with the *Crown Liability and Proceedings Act* (Canada). At all material times, officials acting on behalf of the Defendant included officials within the **Treasury Board of Canada Secretariat** ("TBS") and **Innovation, Science and Economic Development Canada** ("ISED").

6. The departments and officials referred to in this Claim are identified as the actors through whom the Defendant acted, and are not named as parties.

Jurisdiction

7. The Plaintiff resides in Ontario, and the communications from the Defendant pleaded below were received by the Plaintiff in Ontario.

8. This Court has jurisdiction over the subject matter of this action and over the Defendant, the federal Crown being subject to suit in this Court in accordance with the *Crown Liability and Proceedings Act* and the *Courts of Justice Act*.

9. This action is a **civil claim** for declaratory and equitable relief arising from the Defendant's handling of the Plaintiff's submissions and the obligations alleged to have arisen from the circumstances in which they were received. The Plaintiff does not seek judicial review of a decision of a federal board, commission, or other tribunal, nor an order setting aside or directing any such decision.

The Framework

10. Prior to October 2025, the Plaintiff developed the Framework, relating to coordination effectiveness, organizational performance measurement, governance, and

related operational systems.

11. The Framework is the **subject of patent applications** filed by the Plaintiff in the United States and under the *Patent Cooperation Treaty*.

The October 23, 2025 Transmission

12. On or about October 23, 2025, the Plaintiff transmitted materials describing the Framework directly to senior federal officials, including a version directed to an official within TBS and a version directed to an official within ISED. The two versions presented the same Framework and the same empirical validation, adapted to each department's mandate.

13. The transmission was directed to named officials, rather than to a public intake process.

14. The materials transmitted included descriptions of the Framework, its purpose, its measurement approach, and related supporting information.

15. The Plaintiff transmitted the materials for the purpose of seeking governmental engagement regarding the Framework and its potential relevance to federal initiatives.

16. On or about November 3, 2025, the Plaintiff transmitted to TBS officials a further document building upon the materials described above, developing the Framework into an execution-first architecture and expressly referring to the earlier submission. The materials transmitted on October 23 and November 3, 2025 are referred to together as the Plaintiff's submissions, and were provided as part of a single continuing course of dealing between the Plaintiff and the Defendant.

The Engagement

17. On or about October 24, 2025, federal officials acknowledged receipt of the Plaintiff's submission.

18. On or about October 24, 2025, a federal official communicated to the Plaintiff that the submission bore direct links to matters then under consideration within government.

19. On or about October 24, 2025, a federal official directed that the submission be shared with a team responsible for assessing such submissions.

20. Following the transmission, communications between the Plaintiff and federal officials continued.

The Circulation Representation

21. On or about November 4, 2025, a federal official advised the Plaintiff that the further document transmitted on November 3, 2025 had been circulated within that official's team.

22. The communications described above conveyed to the Plaintiff that the Plaintiff's submissions had entered internal governmental channels for consideration.

The December Discussion

23. During December 2025, further communications occurred between the Plaintiff and federal officials concerning the Plaintiff's submissions and their handling.

24. On or about December 23, 2025, a recorded discussion occurred between the Plaintiff and federal officials.

25. During that discussion, receipt of the Plaintiff's submission was acknowledged; statements were made concerning the sharing, consideration, and use of the submission within government, including statements that the submission had not been used; and offers were made to delete the submission.

The January 2026 Reversal and Closure

26. On or about January 7, 2026, communications were sent to the Plaintiff concerning the handling of the Plaintiff's submissions.

27. Those communications addressed the representation previously made to the Plaintiff on or about November 4, 2025 regarding the circulation of the document transmitted on November 3, 2025, and stated that the circulation previously described to her had not occurred.

28. Those communications also referred to the Plaintiff's intellectual property rights in relation to the paper she had shared.

29. Those communications stated that the matter was considered closed.

The Plaintiff's Position Following Closure

30. After January 2026, the Plaintiff continued to seek clarification regarding the circulation, consideration, handling, and treatment of the Plaintiff's submissions.

The Dispute

31. A dispute arose between the Plaintiff and the Defendant regarding the handling of the Plaintiff's submissions, the accuracy of the representations made concerning that handling, and the legal significance of those events.

32. The controversy remains live and unresolved.

Legal Characterization

33. The Plaintiff pleads that, upon receipt of the Plaintiff's Framework on or about October 23, 2025 (¶¶12–15), and during the continuing course of dealing that followed — including the further submission of November 3, 2025 (¶16) and the engagement described below — the Defendant received and engaged with proprietary work originating from the Plaintiff.

34. The Plaintiff pleads that the circumstances of receipt and of the continuing course of dealing included: (a) the transmission of each of the Plaintiff's submissions directly to named senior officials, rather than to a public intake process (¶¶12–13, 16); (b) their identification as the Plaintiff's proprietary work and as the subject of patent applications (¶11); (c) communications indicating that the submission bore direct links to matters then under consideration within government (¶18); and (d) the Defendant's subsequent engagement concerning the submissions (¶¶20–21).

35. The Plaintiff's position is that the Plaintiff's submissions were provided on a **limited footing** — namely for the Defendant's assessment of the submissions — and not as material the Defendant was free to deal with as it saw fit.

36. The Plaintiff pleads that the limited footing is to be inferred from the following circumstances, considered together: (a) the identification of the submissions as proprietary work and the subject of patent applications (¶11; ¶34(b)); (b) their transmission through a direct, private channel to named officials, rather than by publication (¶¶12–13, 16); (c) the Plaintiff's stated purpose of seeking governmental engagement (¶15); (d) the Defendant's own conduct in treating the submissions as requiring internal circulation of which the Plaintiff was kept informed (¶¶19, 20); and

(e) **the Defendant's own subsequent conduct in stating that the submission had not been used, and in offering to delete it (§25)** — conduct consistent with an understanding that the submission was not being treated as material available for the Defendant's unrestricted institutional use.

37. The Plaintiff pleads that the understanding that the Plaintiff would be associated with the Framework as its originator was consistent with, and one aspect of, the limited footing described above, **but is not the sole basis** on which that limited footing is pleaded.

38. The Plaintiff pleads that, in the circumstances described in paragraphs 33 to 37, the Defendant came under an equitable obligation to deal with the Plaintiff in good faith with respect to the handling of the Plaintiff's submissions, including by making and maintaining honest and consistent representations concerning that handling.

39. The Plaintiff pleads that the obligation described in paragraph 38 **did not depend upon the Plaintiff's submissions being secret or confidential**, and arose from the circumstances of receipt and the relationship between the parties.

40. The Plaintiff pleads that the Defendant's handling of the Plaintiff's submissions was inconsistent with the obligation described in paragraph 38, including by denying or misrepresenting to the Plaintiff the handling of the submissions.

41. The Plaintiff pleads that the Defendant represented that the submission had been circulated internally for consideration (§21).

42. The Plaintiff pleads that the Defendant subsequently made representations inconsistent with that earlier representation, including by stating that the circulation previously described to the Plaintiff had not occurred (§27).

43. The Plaintiff pleads that the Defendant's handling of the Plaintiff's submissions, including the representations made concerning their circulation, consideration, and closure, was inconsistent with the obligation described in paragraph 38.

44. **In the alternative**, and whether or not the obligation pleaded in paragraph 38 is established as a cause of action, the Plaintiff pleads that the legal character of the Defendant's handling of the Plaintiff's submissions is a matter in respect of which a real and live dispute exists between the parties.

45. The Plaintiff pleads that she has a genuine interest in the resolution of that dispute, and that its resolution would have practical utility in settling the legal relationship between the parties concerning the handling of the Plaintiff's originated work.

46. **In the further alternative**, the Plaintiff pleads that the circumstances of receipt gave rise to an obligation of confidence, as further particularized in Count III below. The Plaintiff pleads this characterization in the alternative only, and does not rely upon it as the foundation of the obligations pleaded in paragraphs 35 to 45.

47. The Plaintiff pleads that the controversy between the parties remains live and unresolved (¶¶31–32).

Count I — Declaratory Relief

48. The Plaintiff repeats and relies upon paragraphs 2 to 47.

49. The Plaintiff pleads that a **real and live dispute** exists between the parties concerning the legal character of the Defendant's handling of the Plaintiff's submissions and the obligations arising from the circumstances of their receipt (¶¶44–45, 47).

50. The Plaintiff pleads that she has a **genuine interest** in the resolution of that dispute, that the Defendant has an interest in opposing the declaration sought, and that a declaration would have **practical utility** in settling the legal relationship between the parties.

51. The Plaintiff seeks the declaration as to the legal character of the Defendant's handling of the Plaintiff's submissions claimed in paragraph 1.

Count II — Equitable Obligation (Good-Faith Handling)

52. The Plaintiff repeats and relies upon paragraphs 2 to 47.

53. The Plaintiff pleads that, in the circumstances of receipt, the Defendant came under an **equitable obligation to deal with the Plaintiff in good faith** with respect to the handling of the Plaintiff's submissions, including by making and maintaining honest and consistent representations concerning that handling (§§34–38).

54. The Plaintiff pleads that this obligation **did not depend upon the Plaintiff's submissions being secret or confidential** (§39).

55. The Plaintiff pleads that the Defendant **acted inconsistently with the obligation** by making and then reversing representations concerning the circulation, consideration, and closure of the Plaintiff's submissions (§§39–43).

56. The Plaintiff pleads that she has suffered loss and harm as a result of the breach, the particulars of which will be provided and proven at trial.

Count III — Breach of Confidence (in the Further Alternative)

57. The Plaintiff repeats and relies upon paragraphs 2 to 47.

58. **In the further alternative**, the Plaintiff pleads that the circumstances of receipt gave rise to an **obligation of confidence** in respect of the non-public elements of the Plaintiff's submissions, and that the Defendant's use or handling of those elements was inconsistent with that obligation.

59. The Plaintiff pleads that this count **does not allege copying or reproduction** of the Plaintiff's expression, and is founded on the **use** of the Plaintiff's submissions beyond the purpose for which they were received.

60. The Plaintiff pleads this count **in the alternative only**, and does not rely upon it as the foundation of Counts I or II (¶46).

Damages

61. The Plaintiff claims damages, the categories of which include those set out below; the amounts are to be determined and particularized.

62. **General damages** for the Defendant's breach of the obligation pleaded in Count II, and for the consequences of the handling of the Plaintiff's submissions.

63. **Aggravated damages are not actively claimed on the present record.** The Plaintiff **reserves the right to claim aggravated and special damages only if discovery reveals high-handed, bad-faith, or otherwise reprehensible conduct sufficient to support them**, and to particularize all damages, following discovery.

Limitation

64. The Plaintiff pleads that she discovered the claim no earlier than **on or about January 7, 2026**, when the Defendant reversed the representations previously made to her and declared the matter closed (¶¶26–29).

65. This action is commenced **within the applicable limitation period** under the *Limitations Act, 2002* (Ontario), as made applicable to the Defendant by section 32 of the *Crown Liability and Proceedings Act*.

Place of Trial

66. The Plaintiff proposes that this action be tried at the City of Toronto.

Date: July 27, 2026

/s/ Nadezda ("Nadia") Pulcova

NADEZDA ("NADIA") PULCOVA

Plaintiff, acting in person

[Address, telephone, and e-mail redacted for publication]

BACKSHEET (Form 4C)

Court File No. _____

ONTARIO SUPERIOR COURT OF JUSTICE

PROCEEDING COMMENCED AT TORONTO

NADEZDA ("NADIA") PULCOVA

Plaintiff

– and –

HIS MAJESTY THE KING IN RIGHT OF CANADA

Defendant

STATEMENT OF CLAIM

Nadezda ("Nadia") Pulcova

Plaintiff, acting in person

Address for service:

[Address, telephone, and e-mail redacted for publication]