



No. S-2260982
Prince George Registry

IN THE SUPREME COURT OF BRITISH COLUMBIA

BETWEEN:

KEWAL BAGRI, STEVE SAGER, HEATHER SAGER, NANINE BJORNSON, TERESA WHITTET,
PAULA REDDEN, CANDICE HALLIDAY, ROBERT ROSS, KRystal RAWLES, DEANNA DUNPHY

PLAINTIFFS

AND:

CORPORATION OF THE CITY OF QUESNEL, BYRON JOHNSON, CITY MANAGER, AND
HER MAJESTY THE QUEEN IN RIGHT OF THE PROVINCE OF BRITISH COLUMBIA

DEFENDANTS

Notice of Application

NAMES OF APPLICANTS: The Defendants Corporation of the City of Quesnel and Byron Johnson
(the "Applicants")

TO: The Plaintiffs, Kewal Bagri, Steve Sager, Heather Sager, Nanine Bjornson, Teresa Whittet, Paula Redden, Candice Halliday, Robert Ross, Krystal Rawles, and Deanna Dunphy
c/o Grey Wowk Spencer LLP
#200, 5110-51 Avenue, PO Box 1028
Cold Lake, Alberta T9M 1P3
Attention: Leighton B.U. Grey, Q.C. & Stephen E. Whitehead

AND TO: The Defendant, Her Majesty the Queen in Right of the Province of British Columbia
c/o Ministry of the Attorney General, Legal Services Branch
1301-865 Hornby Street
Vancouver, BC V6Z 2G3
Attention: Emily Lapper & Alex Choi

TAKE NOTICE that an application will be made by the Applicants to the presiding judge or master at the courthouse at 250 George Street, Prince George, British Columbia, during the assize week of September 26, 2022 at 10:00 am for the orders set out in Part 1 below.

Part 1: ORDERS SOUGHT

1. A declaration that the Court is without jurisdiction, or alternatively, that the Court declines jurisdiction in this matter;
2. An order that the Notice of Civil Claim and Amended Notice of Civil Claim filed by the Plaintiffs in this action be struck or dismissed in its entirety;
3. Costs against the Plaintiffs; and
4. Such other relief as this Honourable Court deems just.

Part 2: FACTUAL BASIS

1. The City is a municipality incorporated under the *Local Government Act*, RSBC 2015, c.1 located in the province of British Columbia.

Affidavit of Kari Bolton, sworn September 2, 2022 (“Bolton Affidavit”), para. 3

2. The Defendant, Byron Johnson is employed by the City as the City Manager. At all material times, Mr. Johnson acted within the ordinary course and scope of his duties as the City Manager on behalf of the City.

Bolton Affidavit, para. 4

3. The Plaintiffs, Kewal Bagri, Steve Sager, Heather Sager, Nanine Bjornson, Teresa Whittet, Paula Redden, Candice Halliday, Robert Ross, Krystal Rawles, Deanna Dunphy were employed by the City. As employees of the City, the Plaintiffs were unionized employees and members of the Canadian Union of Public Employees (the “Union” or “CUPE”), the exclusive bargaining agent for employees of the City, except those excluded pursuant to the *Labour Relations Code* RSBC, c. 244 (“Code”).

Bolton Affidavit, para. 5

4. The Plaintiffs Kewal Bagri, Nanine Bjornson, Teresa Whittet, Paula Redden, Candice Halliday, Robert Ross, Krystal Rawles and Deanna Dunphy are members of CUPE Local 1050. At all material times, their employment was subject to the collective agreement CUPE Local 1050 and the City effective from June 8, 2020 to June 7, 2021 (“Collective Agreement 1050”).

Bolton Affidavit, para. 6
Affidavit of Holly Bedford, affirmed September 1, 2022 (“Bedford Affidavit”), Ex. A

5. The Plaintiffs, Steve Sager and Heather Sager are members of CUPE Local 1050-01. At all material times, their employment was subject to the collective agreement between CUPE Local 1050-01 and the City effective from June 8, 2020 to June 7, 2024 (“Collective Agreement 1050-01”).

Bolton Affidavit, para. 7
Bedford Affidavit, Ex. B

6. CUPE Local 1050 and CUPE Local 1050-01 each represent various bargaining unit employees employed with the City. While there are two different locals, CUPE Local 1050 has a practice of acting as the lead in grievances with the City that affect members of both CUPE Local 1050 and CUPE Local 1050-01.

Bolton Affidavit, para 8

7. On November 22, 2021, the City implemented a health and safety policy, the COVID-19 Mandatory Vaccination Policy, which would apply to all current and prospective employees of the City (“Vaccination Policy”) in accordance with its management rights under the collective agreements.

Bolton Affidavit, paras 9-10 & Ex. B
Bedford Affidavit, Ex. A, Recital p. 7 & Ex. B, Article 2 p. 76

8. Pursuant to the material terms of the Vaccination Policy:
- a. All employees of the City were required to be fully vaccinated against COVID-19 and provide proof of vaccination by January 3, 2022;
 - b. The City would consider requests for accommodation based on grounds protected under the *Human Rights Code*, RSBC 1996, c 210 (“*Human Rights Code*”); and
 - c. Employees who were not fully vaccinated by January 3, 2022, and did not have an approved exemption, would be disqualified from attending work and would not be paid. After a period of four weeks, such employees would be terminated.

Bolton Affidavit, para 13 & Ex. B, pp. 3-4

9. On or about November 30, 2021, the City provided notice to its employees, including the Plaintiffs, that the deadline for providing proof of vaccination would be extended from January 3, 2022 to January 10, 2022 (the “Deadline”).

Bolton Affidavit, para. 12

10. On or about November 30, 2021, the Union filed a policy grievance in relation to the Vaccination Policy pursuant to Article 11.05 of Collective Agreement 1050 (the “Policy Grievance”). The Policy Grievance alleged that the Vaccination Policy was unreasonable, an

over-reaching exercise of management rights, and violated employee's privacy rights and rights to bodily integrity.

Bolton Affidavit, para. 14 & Ex. D, p. 9

11. On or about December 14, 2021, the Union referred the Policy Grievance to Arbitration. The Arbitration of the Policy Grievance is scheduled to proceed on October 27, 2022 to October 28, 2022.

Bolton Affidavit, para. 16 & Ex. F, p. 11

12. All of the Plaintiffs continued to refuse to comply with the Vaccination Policy and none had an approved accommodation on the basis of a protected ground under the *Human Rights Code* of BC.

Bolton Affidavit, para. 17

13. On or about January 7, 2022, as a result of the Plaintiffs', Kewal Bagri, Steve Sager, Heather Sager, Nanine Bjornson, Teresa Whittet, Paula Redden, Candice Halliday, Robert Ross, and Deanna Dunphy, refusal to comply with the Vaccination Policy by the Deadline, each were notified that they would be placed on unpaid leave beginning January 10, 2022, with the potential of termination after four weeks for failing to comply with the Vaccination Policy.

Bolton Affidavit, para. 18 & Ex. G, p. 12-29

14. On or about January 7, 2022, as a result of the Plaintiff, Krystal Rawles' refusal to comply with the Vaccination Policy by the Deadline, as a temporary seasonal employee under Collective Agreement 1050, she was notified that she would not be recalled in the spring without proof of vaccination.

Bolton Affidavit, para. 19 & Ex. H, p. 30

15. On or about January 12, 2022, the Union filed individual grievances on behalf of the Plaintiffs, in relation to the Vaccination Policy ("Individual Grievances").

Bolton Affidavit, para. 20 & Ex I, pp. 32-41

16. On or about February 7, 2022, as a result of the Plaintiffs', Kewal Bagri, Steve Sager, Heather Sager, Nanine Bjornson, Teresa Whittet, Paula Redden, Candice Halliday, Robert Ross, and Deanna Dunphy, continued refusal to comply with the Vaccination Policy, their employment with the City was terminated.

Bolton Affidavit, paras. 23-24 & Ex. K, pp. 43-60

17. On or about April 13, 2022, as a result of the Plaintiff, Krystal Rawles' refusal to comply with the Vaccination Policy, she was notified that she would not be recalled for the 2022 season and would be removed from the recall list.

Bolton Affidavit, para. 26 & Ex. M, p. 62

18. On June 22, 2022, the Plaintiffs filed the within Notice of Civil Claim. The Notice of Civil Claim seeks various declarations and various damages arising from the implementation of the Vaccination Policy, the suspensions and terminations of the Plaintiffs' employment with the City, breaches of the *Canadian Charter of Rights and Freedoms, Part I of the Constitution Act, 1982 ("Charter")*, *Workers Compensation Act*, RSBC 2019, ch. 1 ("*WCB Act*"), *Human Rights Code*, *International Covenant on Civil and Political Rights*, 1996, 999 UNTS 171, Can. T.S. 1976 No. 47 ("*ICCPR*"), *Criminal Code*, and various other statutes and regulations, all arising out of and in the course of their employment with the City.

Notice of Civil Claim, filed June 22, 2022

19. On or about July 13, 2022, the Plaintiffs, through their legal counsel, were advised that the Court did not have jurisdiction to deal with the claims raised by the Plaintiffs. The Plaintiffs were also advised that if steps were not taken to discontinue their action, the Defendants would file a Jurisdictional Response and thereafter bring an application to strike and seek costs of having to do so against the Plaintiff.

Bedford Affidavit, Ex. C, pp. 131-132

20. On or about July 22, 2022, the Applicants filed their Jurisdictional Response.

Jurisdictional Response filed July 22, 2022

Bedford Affidavit, Ex. D, pp. 133-134

21. On or about September 1, 2022, the Applicants filed their Response to Civil Claim. On or about September 4, 2022, an unfiled copy of the Response to Civil Claim was served on counsel for the Plaintiffs with a filed copy to follow once the stamped copy was returned from the court registry. On or about September 7, the filed copy of the Response to Civil Claim was served on counsel for the Plaintiffs.

Response to Civil Claim filed September 1, 2022.

Affidavit #2 of H. Bedford, affirmed September 8, 2022 ("*Bedford Affidavit #2*"), Ex. A, pp. 1-4

22. On September 8, 2022, counsel for the Plaintiff delivered an unfiled Amended Notice of Civil Claim dated September 1, 2022 ("*Amended Claim*"). The Amended Claim like the Notice of Civil Claim seeks various declarations and various damages arising from the implementation of the Vaccination Policy, the suspensions and terminations of the Plaintiffs' employment with the City, breaches of the *Charter*, *WCB Act*, *Human Rights Code*, *ICCPR*, *Criminal Code*, and various other statutes and regulations, all arising out of and in the course of the Plaintiffs employment with the City.

Bedford Affidavit #2, Ex C, pp. 14-44

Part 3: LEGAL BASIS

23. The Applicants rely on Rules 1-3, 8-1, 9-5(1), 14-1 and 21-8 of the *Supreme Court Civil Rules*, Part 8 of the *Code*, Part 2 and 3 of the *WCB Act*, and the inherent jurisdiction of the Court.

No Jurisdiction

a) Labour Relations Code

24. All of the allegations set out in the Notice of Civil Claim and Amended Claim (together hereinafter referred to as “Claim”) relating to the implementation and reasonableness of the Vaccination Policy, suspension and termination of the Plaintiffs, and alleged breaches of various statutes and regulations, arise from the Plaintiffs’ employment with the City, and are subject to the grievance and arbitration procedures set out in the collective agreements. Both the *Code* and judicial authority establish that this Court is without jurisdiction to determine the Plaintiffs’ claims.

Code, ss. 27, 48, 81, 84, 89 and 101.

25. In *Weber v. Ontario Hydro*, the Supreme Court of Canada settled the law with regard to the division of jurisdiction between the Court and labour arbitrators and adopted an “exclusive jurisdiction” model. Under this model, there is no overlapping jurisdiction. If a dispute arises from the collective agreement established under labour relations legislation that mandates dispute resolution mechanisms other than through the Court, then an individual must proceed by arbitration or any other process agreed to by the parties to the collective agreement and the Courts have no power to entertain an action in respect of that dispute.

Weber v. Ontario Hydro, [1995] S.C.J. No. 59 (“*Weber*”) paras. 50-58

26. The exclusive jurisdiction model is not ousted when a party raises issues relating to the *Charter*, human rights, torts or other statutes and regulations. Arbitrators have the power and duty to apply the law of the land to the disputes before them.

Weber, paras. 56, 61 & 74

Northern Regional Health Authority v. Horrocks, 2021 SCC 42 (“*Horrocks*”) paras. 13 & 20

27. In determining whether the collective agreements govern, the court is to consider the “essential character” of the dispute. To determine the “essential character” of the dispute, consideration is given to the following three factors:

- i. the process for dispute resolution established by the legislation and collective agreement;
- ii. the nature of the dispute and its relation to the rights and obligations created by the overall scheme of the legislation and collective agreement; and
- iii. the capacity of the scheme to afford effective redress.

Horrocks, paras. 19-23

Bruce v. Cohen, 2017 BCCA 186 (“*Bruce*”), para 19
Moznik v. Richmond (City), 2006 BCSC 1848 (“*Moznik*”), para. 22

28. Each of these three factors will be examined in turn in relation to the facts of this case.

i) Process for Dispute Resolution

29. Pursuant to s. 84 of the *Code*, every collective agreement must contain a provision governing the dismissal or discipline of an employee bound by the agreement and a provision for the final and conclusive settlement by arbitration or another method agreed to by the parties of all disputes between persons bound by the agreement concerning the interpretation, application, operation or any alleged violation of the collective agreement. If such provisions are not contained in the collective agreement, the collective agreement is deemed to include such provisions.

Code, s. 84

30. Consistent with the requirements of s. 84 of the *Code*, both collective agreements in the case at bar contain the required mandatory provisions. In particular:

a) In relation to Collective Agreement 1050, Articles 11 and 12 deal with the grievance and arbitration procedures, respectively. Article 11.04 expressly defines a grievance as “any difference or dispute between the City and any employee or the Union, or a case where the City has allegedly acted unjustly.” In the event the dispute is not resolved through the grievance procedure outlined in Article 11, the parties may then proceed to have the matter determined by arbitration and the processes outlined in Article 12. Pursuant to Article 12.04 of Collective Agreement 1050, the decision of the arbitration board “shall be final and binding on all parties”;

Bedford Affidavit, Ex. A, Articles 11-12, pp. 12-16

b) In relation to Collective Agreement 1050-01, Articles 11 and 12 deal with grievance and arbitration procedures, respectively. Article 11.04 expressly defines a grievance as “any difference arising out of the interpretation, application, administration, or alleged violation of the Collective Agreement, or a case where it is alleged that the Employer or Union has acted unjustly, improperly, or unreasonably.” In the event the dispute is not resolved through the grievance procedure outlined in Article 11, the parties may then proceed to have the matter determined by arbitration and the processes outlined in Article 12. Pursuant to Article 12.04 of Collective Agreement 1050-01, the decision of the arbitration board “shall be final, binding and enforceable on all parties, and may not be changed.”

Bedford Affidavit, Ex. B, Articles 11-12, p. 82-85

31. Recognizing that the grievance and arbitration procedures in the collective agreements are the relevant dispute resolution processes as between the parties, the Union grieved the Vaccination Policy and filed the Individual Grievances on behalf of the Plaintiffs regarding

their suspension and termination of employment arising from their failure to comply with the Vaccination Policy.

Bolton Affidavit, Ex. D, p. 9 & Ex. I, pp. 32-41

32. While there are two locals representing various bargaining unit employees, CUPE Local 1050 takes the lead in grievances with the City that affects members of both locals. In the case at bar, CUPE Local 1050 took the lead in the filing of the Policy Grievances and Individual Grievances, and pursuant to Article 12, referred the Policy Grievance to arbitration, which is scheduled for arbitration on October 27 and October 28, 2022.

Bolton Affidavit, para. 16

33. It is clear from the *Code* and express provisions of collective agreements that the parties intended for all workplace disputes, including the types of claims raised by the Plaintiffs in the Claim, to be dealt with through the final and binding processes under the collective agreements, and not through the Courts.

ii) Nature of the Dispute

34. In considering the nature of the dispute, the Court must have regard to the “essential character” of the Plaintiffs’ claim. The “essential character” is determined on the basis of the facts surrounding the dispute between the parties and not on the basis of how the legal issues are framed by the Plaintiffs. If the essential character of the dispute arises either “expressly” or “inferentially”, from the interpretation, application, administration or alleged violation of the collective agreement, there is no concurrent or overlapping jurisdiction between the Court and the procedures provided for in the collective agreement and the Plaintiff must proceed under the procedures provided for in the collective agreement.

Weber, para. 43

Horrocks, para. 13

Augustin v. Double Down (Langley) Ventures Ltd., 2014 BCSC 1657 (“*Augustin*”) para. 25

35. Although the Plaintiffs attempt to characterize their claims as a breach of the *Charter*, breach of the *Human Rights Code*, or breaches of other various statutes and regulations, the essence of their claims calls into question the rights of the employer to have enacted and enforced its Vaccination Policy. This clearly requires a consideration of the management rights clause in the collective agreements that govern each of these unionized Plaintiff employees. All of the claims against the Applicants fall within the spectrum of an employment dispute and are disputes that expressly or inferentially fall within the ambit of the collective agreements.

Bedford Affidavit, Ex. A, Preamble (p.7), Article 4 (p.8),

Article 13 (pp. 18-19), Article 27 (pp. 50-51)&

Ex. B, Article 2 (p. 76), Article 4 (pp. 78-79), Article 13 (pp. 87-88) & Article 26 (pp. 114-116)

Blake v. University Health Network, 2021 ONSC 7139 (“*Blake*”), paras. 12-14

36. Also, courts have consistently held that they have no jurisdiction to entertain claims of wrongful dismissal or claims for mental distress where the infliction of mental distress is closely associated with the employment relationship of an employee covered by a collective agreement. Furthermore, claims for personal injuries arising out of and in the course of employment, are barred by operation of sections 127 and 135 of the *WCB Act*.

Weber, para. 53
Augustin, para. 26
WCB Act, ss. 127 & 135

iii) Effective Remedy

37. In considering the third factor of “effective remedy”, the question is not whether the Plaintiffs can obtain the precise remedy that they seek through the Court; it is whether the Plaintiffs can obtain effective redress of the alleged harm through the mandatory process set out in collective agreements and the *Code*.

Augustin, para. 27
Moznik, para. 81
Blake, para. 13

38. In the case at bar, the Union alone represents the Plaintiffs. The Plaintiffs, as unionized employees, do not have an individual right of action with respect to any disputes with its employer which falls within the ambit of the collective agreements. The right belongs to the Union to pursue, on behalf of the Plaintiffs, through the grievance and arbitration process under the terms of the collective agreements. While the Union may decide not to pursue all of the remedies desired by the Plaintiffs, the Union’s decision not to do so does not alter the fact that the remedies sought by the Plaintiffs in the Claim are those that are within the jurisdiction and power of an arbitrator to award and order. Our courts have consistently held that Arbitrators can award damages in the same way that a court could make such an award, which the Applicant submits, could include any alleged damages that could arise from the implementation of a mandatory vaccination policy by an employer at the workplace.

Augustin, para. 21 & 27
Bruce, para 60
Horrocks, para. 36-38
Moznik, paras. 79-84
Weber, para. 58, 65-66

39. Furthermore, pursuant to s. 89 of the *Code*, an arbitration board, which is defined by s.82 of the *Code* to include a single arbitrator or any body constituted under the collective agreement, has the authority to provide final and conclusive settlement of disputes arising under a collective agreement and without limitation may make various types of orders, including an order setting the monetary value of injury or loss suffered by an employer, trade union or any other person, and direct a person to pay all of part of that monetary value.

Code, ss. 81 and 89

b) WCB Act

40. In relation to the Plaintiffs' claims arising from an alleged violation by the Applicants statutory duties under the *WCB Act*, pursuant to s.19 of *WCB Act* the Workers Compensation Board has the exclusive jurisdiction to inquire into, hear and determine all matters of question of fact and law arising or required to be determined under the *Occupational Health and Safety* provisions, and the actions or decision of the Board on those matters and questions are final and conclusive, and not open to question or review in any court.

WCB Act, s. 19

41. Also, the Plaintiffs' claims of personal injuries made in the Claim against the Applicants, which the Plaintiffs alleged to have suffered, are damages that arose out of or in the course of employment with the City. All of these claims are barred by operation of sections 127 and 135 of the *WCB Act*.

WCB Act, s. 127 & 135

Striking Pleadings Rule 9-5(1)

42. Further, and in the alternative, the Claim as plead by the Plaintiffs can be struck pursuant to Rule 9-5(1)(a) or (d) of the *Rules of Court*, in particular, on the basis that the Claim fails to allege material facts to support any causes of action known to law and is an abuse of the court's process.

Rule 9-5 of the Rules of Court

43. The test for striking a claim as disclosing no reasonable cause of action under Rule 9-5(1)(a) is whether it is "plain and obvious", assuming the facts plead are true, that the claim discloses no cause of action, has no reasonable prospect of success, and the action is certain to fail. The "plain and obvious" test applies to all branches of Rule 9-5 but different evidentiary rules apply. No evidence is admissible in an application under Rule 9-5(1)(a) to strike on the basis that the pleading discloses no reasonable claim, and must proceed on the basis that the facts pleaded are true, unless they are manifestly incapable of being proven. While evidence is admissible on applications under Rule 9-5(1)(d), it is admissible for the purpose of showing whether it is "plain and obvious" that the claim ought to be struck as an abuse of process.

Gaucher v. British Columbia Institute of Technology, 2021 BCSC 289 ("Gaucher"), paras. 54-62

44. There is no civil cause of action for alleged breaches of the *Criminal Code* or for criminal misconduct, as plead in the Claim or at all. Accordingly, these claims ought to be struck pursuant to Rule 9-5(1)(a) of the *Rules of Court*.

Watamaniuk v. Government of Canada, 2017 BCSC 2052 ("Watamaniuk"), paras. 21 & 41

45. There is also no civil cause of action for alleged breaches of the *ICCPR*, as plead in the Claim. Canada has not enacted legislation to incorporate the full *ICCPR* into Canadian law, and the *ICCPR* does not confer any standalone rights to the Plaintiff, as against the Applicants. Accordingly, these claims ought to be struck pursuant to 9-5(1)(a) of the *Rules of Court*.

Standing v. British Columbia (Minister of Forests, Lands and Natural Resource Operations),
2018 BCSC 1499, para. 24

46. Furthermore, the Claim can also be struck pursuant to Rule 9-5(1)(d) of the *Rules of Court* on the basis that the whole pleading is an abuse of process, and permitting the Claim to continue would violate the principles of judicial economy, consistency, finality and the integrity of the administration of justice. As set out above, all of the Plaintiffs' claims arise out of and in the course of the Plaintiffs' employment with the City, and are subject to and governed by the terms of the collective agreements. None of the Plaintiffs have any individual rights to sue the Applicants for matters arising out of and the course of their employment with the City. The Union, the sole bargaining agent of the Plaintiffs, has already filed the Policy Grievance, and individual grievances on behalf of the Plaintiffs pursuant to the collective agreements, and it would be an abuse of process to permit the Plaintiffs to continue with the Claim.

Gaucher, paras. 60-62

47. Based on all of the foregoing, the Applicants submit that the Claim be struck on the basis that:
- a) all of the claims relating to the implementation of the Vaccination Policy, arose out of and in the course of the Plaintiffs' employment with the City and the court has no jurisdiction over them. All of these claims are subject to and governed by the grievance and arbitration provisions under the terms of the collective agreements and *Weber* applies;
 - b) all of the claims relating to damages for personal injuries, arose out of and in the course of the Plaintiffs' employment with the City, and are barred by operation of s.127 and 135 of the *WCB Act*; and
 - c) All of the remainder claims fail to plead a cause of action known to law, are vexatious and an abuse of process.

48. The Claim should be dismissed and costs awarded to the Applicants.

Part 4: MATERIAL TO BE RELIED ON

1. Affidavit of K. Bolton, sworn September 2, 2022;
2. Affidavit #1 of H. Bedford, affirmed September 1, 2022;
3. Affidavit #2 of H. Bedford, affirmed September 8, 2022;

4. The pleadings filed herein; and
5. Such further and other material as counsel may advise.

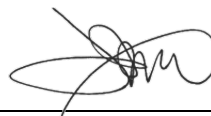
The Applicants estimate that the application will take 1.5 days.

- This matter is within the jurisdiction of a master.
- This matter is not within the jurisdiction of a master.

TO THE PERSONS RECEIVING THIS NOTICE OF APPLICATION: If you wish to respond to the application, you must, within 5 business days after service of this notice of application or, if this application is brought under Rule 9-7, within 8 business days after service of this notice of application,

- (a) file an application response in Form 33;
- (b) file the original of every affidavit and of every other document, that
 - (i) you intend to refer at the hearing of this application, and
 - (ii) has not already been filed in the proceeding, and
- (c) serve on the applicant 2 copies of the following, and on every other party of record one copy of the following:
 - (i) a copy of the filed application response;
 - (ii) a copy of each of the filed affidavits and other documents that you intend to refer to at the hearing of this application and that has not already been served on that person;
 - (iii) if this application is brought under Rule 9-7, any notice that you are required to give under Rule 9-7(9).

Dated: September 8, 2022



Signature of lawyer for the Applicants
Lana Tsang

To be completed by the court only:

Order made

in the terms requested in paragraphs _____ of Part 1 of this notice of application

with the following variations and additional terms:

Date: _____

Signature of Judge Master

Appendix

THIS APPLICATION INVOLVES THE FOLLOWING:

- discovery: comply with demand for documents
- discovery: production of additional documents
- other matters concerning document discovery
- extend oral discovery
- other matter concerning oral discovery
- amend pleadings
- add/change parties
- summary judgment
- summary trial
- service
- mediation
- adjournments
- proceedings at trial
- case plan orders: amend
- case plan orders: other
- experts
- other