

MAY 06 2022

IN THE SUPREME COURT OF BRITISH COLUMBIA

Between:



GORDON FOOD SERVICE CANADA LTD.

Plaintiff

And:

0883033 B.C. LTD. carrying on business under the firm name
and style of "THE SALTED CRACKER CAFE" aka "THE SALTED CRACKER" and
MICHAEL KENNETH POCKETT

Defendants

NOTICE OF CIVIL CLAIM

This action has been started by the plaintiff for the relief set out in Part 2 below.

If you intend to respond to this action, you or your lawyer must

- (a) file a response to civil claim in Form 2 in the above-named registry of this court within the time for response to civil claim described below, and
- (b) serve a copy of the filed response to civil claim on the plaintiff.

If you intend to make a counterclaim, you or your lawyer must

- (a) file a response to civil claim in Form 2 and a counterclaim in Form 3 in the above-named registry of this court within the time for response to civil claim described below, and
- (b) serve a copy of the filed response to civil claim and counterclaim on the plaintiff and on any new parties named in the counterclaim.

JUDGMENT MAY BE PRONOUNCED AGAINST YOU IF YOU FAIL to file the response to civil claim within the time for response to civil claim described below.

TIME FOR RESPONSE TO CIVIL CLAIM

A response to civil claim must be filed and served on the plaintiff,

- (a) if you were served with the notice of civil claim anywhere in Canada, within 21 days after that service,
- (b) if you were served with the notice of civil claim anywhere in the United States of America, within 35 days after that service,

- (c) if you were served with the notice of civil claim anywhere else, within 49 days after that service, or
- (d) if the time for response to civil claim has been set by order of the court, within that time.

CLAIM OF THE PLAINTIFF

Part 1: STATEMENT OF FACTS

1. The Plaintiff, Gordon Food Service Canada Ltd., is an extra-provincial company and was registered in British Columbia on September 8, 2014, bearing a Registration Number in British Columbia of A0093185 and Business Number of 859190092 BC0001, with an address for service c/o #400-1401 West Broadway, Vancouver, British Columbia, V6H 1H6 (the "Plaintiff").
2. The Defendant, 0883033 B.C. Ltd. ("the Defendant 0883033"), is a company duly incorporated under the laws of British Columbia on June 8, 2010 and has a registered and records office at 514-550 Victoria Street, Prince George, British Columbia, V2L 2K1.
3. The Defendant, Michael Kenneth Pockett ("the Defendant Pockett") is a businessperson and resides at 9120 Salmon Valley Road, Prince George, British Columbia, V2K 5W4.
4. The Defendant, 0883033 B.C. Ltd. carries on business under the firm name and style of "The Salted Cracker Cafe", also known as "The Salted Cracker", and is the named proprietor pursuant to a Statement of Registration – Sole Proprietorship filed and registered on September 16, 2014 in the Registrar of Companies bearing Corporate Registry Number FM0642792 and National Business Number 80815 5055 BC0003.
5. Item B on the Statement of Registration - Sole Proprietorship, lists the business address of "The Salted Cracker Cafe" as 1485 - 10th Avenue, Prince George, BC, V2L 2L2, and a mailing address of 1945 Victoria Street, Prince George, BC.
6. The City of Prince George Business Licence Department records show that the Defendant 0883033 has four locations as listed:

Referred to as:	Locations
Salted Cracker Cafe #1	1485 -10 th Avenue, Prince George, BC, V2L 2L2 <i>(mailing address listed on Statement of Registration- Sole Proprietorship used for all Cafe locations)</i>
Salted Cracker Cafe #2	3714 Austin Rd. W. Prince George, BC, V2K 2H6
Salted Cracker Cafe #3	160-5212 Domano Blvd, Prince George, BC, V2N 4A1
Salted Cracker Cafe #4	3337-8 th Avenue, Prince George, BC, V2M 1N1

7. The Defendant Pockett is listed as a Director of the Defendant 0883033 and is also listed on the Statement of Registration - Sole Proprietorship in Item A, being the person submitting the statement of registration, with a delivery and mailing address of 9120 Salmon Valley Road, Prince George, BC, V2K 5W4.

8. The Defendant Pockett and the Defendant 0883033 are collectively "the Defendants".
9. The Plaintiff is a professional food service distribution and delivery service.
10. The Plaintiff and the Defendant 0883033 entered into Credit Agreements ("the Credit Agreements") in writing whereby the Plaintiff agreed to supply and deliver food and food related items ("the Goods") to the Defendant 0883033 and the Defendant 0883033 agreed to pay for the Goods supplied on the terms set out in the credit agreement.
11. It was a term of the Credit Agreements that the Plaintiff would provide the Goods and that payment would be made no later than 14 days after the date of the invoice.
12. It was a further term of the Credit Agreements that interest would be payable to the Plaintiff at the rate of 18% per annum on all overdue accounts.
13. By written Indemnity Agreements (the "Indemnity Agreements") executed and delivered by the Defendant Pockett to the Plaintiff, the Defendant Pockett signed as personal indemnitor and promised to pay to the Plaintiff all obligations at any time due to the Plaintiff by the Defendant 0883033.
14. Pursuant to the Credit Agreements and the Indemnity Agreements (collectively the "Agreements"), the Plaintiff supplied the Goods to the Defendant 0883033, which agreements are listed as follows:

Listed Business Name & Customer Account Application Number	Date of Credit Agreements signed by the Defendant 0883033 and Indemnity Agreements signed by the Defendant Pockett
Salted Cracker Cafe #1 Account No. 5508700	October 6, 2014
Salted Cracker Cafe #2 Account No. 5508710	March 14, 2016
Salted Cracker Cafe #4 Account No. 5508730	June 14, 2017

15. The Plaintiff rendered the following invoices, accepted payments and issued credits to the Defendants as per the tables below (collectively "the Invoices"):

a. Under Account No. 5508710

Invoice Date	Invoice No.	Invoiced Amount	Balance Due
27-Dec-19	1815912	\$ 628.66	\$ 517.96
29-Dec-19	1819058	\$ 245.90	\$ 245.90
30-Dec-19	1821888	\$ (38.15)	\$ (38.15)
3-Jan-20	1829481	\$ 1,103.06	\$ 1,103.06
9-Jan-20	1843844	\$ 9.45	\$ 9.45
10-Jan-20	1846133	\$ 1,489.35	\$ 1,489.35
10-Jan-20	1846134	\$ 89.54	\$ 89.54

Invoice Date	Invoice No.	Invoiced Amount	Balance Due
17-Jan-20	1860944	\$ 1,144.96	\$ 1,144.96
19-Jan-20	1863759	\$ 231.49	\$ 231.49
24-Jan-20	1876500	\$ 1,773.32	\$ 1,773.32
31-Jan-20	1892185	\$ 1,733.44	\$ 1,733.44
7-Feb-20	1907885	\$ 1,540.57	\$ 1,540.57
11-Feb-20	1917025	\$ 12.60	\$ 12.60
14-Feb-20	1924375	\$ 949.23	\$ 949.23
21-Feb-20	1940494	\$ 1,446.40	\$ 1,446.40
28-Feb-20	1956308	\$ 540.84	\$ 540.84
5-Mar-20	1967186	\$ 1,162.81	\$ 1,162.81
7-Mar-20	1972861	\$ 210.03	\$ 210.03
9-Mar-20	1978270	\$ (10.11)	\$ (10.11)
10-Mar-20	1981024	\$ 6.30	\$ 6.30
14-Mar-20	1989382	\$ 916.13	\$ 916.13

b. Under Account No. 5508710

Invoice Date	Invoice No.	Invoiced Amount	Balance Due
13-Jan-20	1851306	\$ 989.13	\$161.22
15-Jan-20	1856087	\$ 1,423.96	\$ 1,423.96
17-Jan-20	1860936	\$ 1,384.02	\$ 1,384.02
20-Jan-20	1866031	\$ 1,329.25	\$ 1,329.25
22-Jan-20	1871017	\$ 1,603.18	\$ 1,603.18
24-Jan-20	1876491	\$ 934.74	\$ 934.74
27-Jan-20	1882033	\$ 747.42	\$ 747.42
29-Jan-20	1886919	\$ 1,556.48	\$ 1,556.48
03-Feb-20	1897617	\$ 1,480.29	\$ 1,480.29
5-Feb-20	1902542	\$ 1,431.43	\$ 1,431.43
6-Feb-20	1905577	\$ (6.30)	\$ (6.30)
7-Feb-20	1907876	\$ 1,048.22	\$ 1,048.22
10-Feb-20	1913600	\$ 918.11	\$ 918.11
12-Feb-20	1918926	\$ 921.58	\$ 921.58
14-Feb-20	1924360	\$ 999.84	\$ 999.84
17-Feb-20	1929604	\$ 1,281.50	\$ 1,281.50
19-Feb-20	1934875	\$ 841.32	\$ 841.32
21-Feb-20	1940488	\$ 998.37	\$ 998.37
24-Feb-20	1945856	\$ 1,116.71	\$ 1,116.71
26-Feb-20	1951094	\$ 944.69	\$ 944.69
28-Feb-20	1956295	\$ 1,345.27	\$ 1,345.27
3-Mar-20	1962093	\$ 812.56	\$ 812.56
5-Mar-20	1967175	\$ 1,722.25	\$ 1,722.25
7-Mar-20	1972998	\$ 1,483.89	\$ 1,483.89
10-Mar-20	1978548	\$ 1,438.26	\$ 1,438.26
12-Mar-20	1983817	\$ 1,060.63	\$ 1,060.63
14-Mar-20	1989378	\$ 1,635.13	\$ 1,635.13
17-Mar-20	1994696	\$ 1,285.61	\$ 1,285.61
20-Mar-20	2000285	\$ 952.16	\$ 952.16
29-Jun-20	2143674	\$ 1,946.70	\$ 1,946.70

28-Nov-20	3496468	\$ 1,010.54	\$ 1,010.54
21-Dec-21	4276901	\$ 954.92	\$ 954.92
13-Jan-22	231401	\$ (939.17)	\$ (939.17)
21-Jan-22	6456392	\$ (49.66)	\$ (49.66)
21-Jan-22	231496	\$ (500.00)	\$ (500.00)

c. Under Account No. 5508710

Invoice Date	Invoice No.	Invoiced Amount	Balance Due
22-Dec-19	1807351	\$ 913.82	\$ 913.82
26-Dec-19	1813803	\$ 785.00	\$ 785.00
29-Dec-19	1819092	\$ 821.89	\$ 821.89
2-Jan-20	1826816	\$ 866.26	\$ 866.26
5-Jan-20	1832755	\$ 848.17	\$ 848.17
6-Jan-20	1835122	\$ (24.17)	\$ (24.17)
9-Jan-20	1843293	\$ 3.15	\$ 3.15
9-Jan-20	1843024	\$ 846.23	\$ 846.23
16-Jan-20	1858498	\$ 776.25	\$ 776.25
16-Jan-20	1858499	\$ 136.09	\$ 136.09
19-Jan-20	1863796	\$ 830.21	\$ 830.21
23-Jan-20	1873677	\$ 845.39	\$ 845.39
26-Jan-20	1879725	\$ 857.90	\$ 857.90
30-Jan-20	1889488	\$ 849.54	\$ 849.54
2-Feb-20	1895301	\$ 872.46	\$ 872.46
6-Feb-20	1905069	\$ 1,182.16	\$ 1,182.16
10-Feb-20	1913782	\$ (14.59)	\$ (14.59)
13-Feb-20	1921763	\$ 1,798.69	\$ 1,798.69
20-Feb-20	1937750	\$ 1,036.01	\$ 1,036.01
27-Feb-20	1953832	\$ 1,385.81	\$ 1,385.81
6-Mar-20	1970093	\$ 1,618.32	\$ 1,618.32
13-Mar-20	1986619	\$ 1,862.62	\$ 1,862.62
17-Mar-20	1996566	\$ (26.02)	\$ (26.02)

16. The total balance due on the invoiced amounts as at January 21, 2022 equals \$69,421.43.
17. In breach of the Agreements, the Defendants failed to fully make payment to the Plaintiff in respect of the Invoices and remain indebted to the Plaintiff in the amount of \$69,421.43 ("the Debt") plus contractual interest at 18% per annum calculated from the date of each invoice.
18. The Plaintiff has demanded payment of the Debt that is presently outstanding from the Defendants, but the Defendants have refused or neglected to pay the Debt or any portion thereof.

Part 2: RELIEF SOUGHT

1. Judgment against the Defendant 0883033 B.C. Ltd. coba The Salted Cracker Cafe in the amount of \$69,421.43 together with interest at the rate of 18% per annum from and including the later of December 22, 2019 and the date of each invoice, on each of the invoices, to and including the date of the judgment;
2. Judgment against the Defendant Michael Kenneth Pockett, as indemnitor, in the amount of \$69,421.43 together with interest at the rate of 18% per annum from and including the later of December 22, 2019 and the date of each invoice, on each of the invoices, to and including the date of the judgment;
3. In the alternative, interest pursuant to the *Court Order Interest Act* from and including the later of December 22, 2019 and the date of each invoice, to and including the date of the judgment;
4. Costs; and
5. Such further and other relief as to this Honourable Court deems just.

Part 3: LEGAL BASIS

1. The Credit Agreements and the Indemnity Agreements are valid and binding contracts.
2. The Defendant, 0883033 B.C. Ltd. coba The Salted Cracker Cafe, is in breach of the Credit Agreements.
3. The Defendant, Michael Kenneth Pockett, is in breach of the Indemnity Agreements.
4. The Defendants are liable in debt pursuant to the Credit Agreements and Indemnity Agreements.
5. The Defendants are liable to pay interest pursuant to the terms of the Credit Agreements and Indemnity Agreements, or, in the alternative, pursuant to the *Court Ordered Interest Act*.

Plaintiff's address for service:

Kerfoot Burroughs LLP
 #400-1401 West Broadway
 Vancouver, British Columbia, V6H 1H6
 Attention: Ian Burroughs

E-mail address for service (if any):

ian.burroughs@kblawllp.com

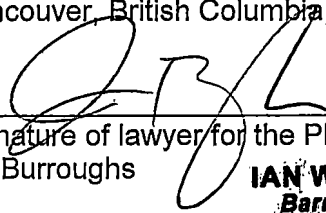
Place of trial:

Vancouver, British Columbia

The address of the registry is:

800 Smithe Street
 Vancouver, British Columbia, V6Z 2E1

Dated May 6, 2022


 Signature of lawyer for the Plaintiff
 Ian Burroughs

IAN W. BURROUGHS
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 Vancouver, B.C. V6H 1H6
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Rule 7-1(1) of the Supreme Court Civil Rules states:

(1) Unless all parties of record consent or the court otherwise orders, each party of record to an action must, within 35 days after the end of the pleading period,

- (a) prepare a list of documents in Form 22 that lists
 - (i) all documents that are or have been in the party's possession or control and that could, if available, be used by any party at trial to prove or disprove a material fact, and
 - (ii) all other documents to which the party intends to refer at trial, and
- (b) serve the list on all parties of record.

APPENDIX

Part 1: CONCISE SUMMARY OF NATURE OF CLAIM:

The Plaintiff's claim against the Defendants is in debt and breach of contract for the price of goods and services sold by the Plaintiff to the Defendants.

Part 2: THIS CLAIM ARISES FROM THE FOLLOWING:

A personal injury arising out of:

- a motor vehicle accident
- medical malpractice
- another cause

A dispute concerning:

- contaminated sites
- construction defects
- real property (real estate)
- personal property
- the provision of goods and services or other general commercial matters
- investment losses
- the lending of money
- an employment relationship
- a will or other issues concerning the probate of an estate
- a matter not listed here

Part 3: THIS CLAIM INVOLVES

[Check one box below for the case type that best describes this case.]

- a class action
- maritime law
- aboriginal law
- conflict of laws
- none of the above
- do not know