



NO. Court File No. PRG-S-S-2261040  
PRINCE GEORGE REGISTRY

**IN THE SUPREME COURT OF BRITISH COLUMBIA**

BETWEEN:

ANITA RICHARDSON

PLAINTIFF

AND:

THE BOARD OF EDUCATION OF SCHOOL DISTRICT NO. 57 (PRINCE GEORGE),  
TRENT DERRICK and SHUIROSE VALIMOHAMED

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 reside anywhere in Canada, within 21 days after the date on which a copy of the filed notice of civil claim was served on you,

- (b) if you reside in the United States of America, within 35 days after the date on which a copy of the filed notice of civil claim was served on you,
- (c) if you reside elsewhere, within 49 days after the date on which a copy of the filed notice of civil claim was served on you, 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 is a 50 year-old teacher and school administrator and has an address for service c/o HHBG Lawyers, 1918-1030 West Georgia Street, Vancouver, B.C. V6L 1M9.
2. The Defendant, Board of Education for School District 57 is a corporation established pursuant to the laws of British Columbia in the City of Prince George and is established by and governed by the provisions of the *School Act*, RSBC 1996, c. 412 (the "Board").
3. The Defendant, Trent Derrick, is a former School Trustee and former Chair of the Board with an address for service in Prince George, British Columbia ("Derrick").
4. The Defendant, Shuirose Valimohamed is a former School Trustee of the Board with an address for service in Mackenzie, British Columbia ("Valimohamed").
5. The Board has passed certain policies by which the Board and all employees (including the Defendants Derrick and Valimohamed) must govern themselves including Policy 1170 – Rights and Responsibilities of Trustees (the "Rights and Responsibilities of Trustees Policy") and Policy 4116.2 Respectful Workplace (the "Respectful Workplace Policy").

#### **The Plaintiff's Work History With the Board**

6. The Plaintiff began her teaching career in 1998 and was originally employed as a high school math and science teacher by the Board in September 1999.
7. The Plaintiff continued to work for the Board as a high school vice principal, elementary school principal and high school principal until the summer of 2012.
8. The Plaintiff relocated to Alberta between 2012 and 2019.
9. In or around October 2019 the Board, which was dysfunctional and beleaguered by political turmoil, induced the Plaintiff to become the fifth Superintendent of the School District in 4 years.
10. On or about October 9, 2019, the Board flew the Plaintiff from Alberta to Prince George and offered her the Superintendent position the same day. Both the Acting Superintendent and the Board Chair confirmed that the Board wished to change past

behaviour within the School District, including difficult relations with First Nations, and fully supported the Plaintiff as Superintendent.

11. The decision to hire the Plaintiff was a unanimous decision of the Board.
12. The Plaintiff accepted employment with the Board on or about October 15, 2019 and relocated with her family to Prince George on or about December 15, 2019.
13. The Plaintiff's employment with the Board began on December 18, 2019.
14. The Board terminated the Plaintiff without cause on January 25, 2022.
15. At the time of her termination of employment the Plaintiff held the full-time position of Superintendent of the Board.

### **Terms of Employment**

16. The terms of the Plaintiff's employment were reduced to writing on or about December 18, 2019 (the "Employment Agreement").
17. The Employment Agreement was for a five year term ending on December 17, 2024.
18. Article 5 of the Employment Agreement set out the Plaintiff's entitlement to a gross salary starting at \$194,790, a benefits plan consistent with other professional and administrative staff, participation in the Teacher's Pension Plan, and a choice of either the use of a school district owned vehicle or a vehicle allowance.
19. Article 13.1 of the Employment Agreement provided:

The Board may terminate this Agreement at any time without cause. The Superintendent shall be given notice in writing by the Board that such action is being contemplated and, prior to such action being taken, the Superintendent shall be advised of the reasons for the contemplated action and shall have an opportunity to respond. The decision of the Board shall be in writing.

20. Article 13.2 of the Employment Agreement provided:

In the event that the Board terminates this Agreement without cause, subject to the provisions of the Employment Termination Standards Regulation of the *Public Sector Employers Act*, the Board shall provide the Superintendent with notice of termination or severance in lieu of notice of termination in accordance with the following schedule as set out in the Regulation ...

... c) Up to 12 months notice period or severance, if the Superintendent has served or been employed in that position for 18 to 35 months; ...

... Salary will be calculated at the current rate in effect at the date of decision to terminate and benefits will be calculated upon the premium cost to the Board of health, welfare and pension benefits.

21. It was an implied term of the Employment Agreement that the Board would deal honestly, fairly and in good faith with the Plaintiff during her employment as well as at or around the time of dismissal (the “Good Faith Obligation”).

### **Toxic Work Environment and Leave of Absence**

22. During the term of employment, the Defendants actively interfered with the Plaintiff's leadership and ability to address relationships with First Nations within the District.
23. In particular, the Defendants, Derrick and Valimohamed, worked to undermine the Plaintiff's relationships with certain First Nations communities that the District served.
24. Between February 10, 2020 and December 10, 2020 the Plaintiff experienced a toxic work environment and bullying and harassment from certain School Trustees, including the Defendants, Derrick and Valimohamed the particulars of which are known to the Defendants and include, but are not limited to, the following:
- a. Prior to February 25, 2020 the Defendant Derrick breached section 3.3 of the Rights and Responsibilities of Trustees Policy by failing to share information pertinent to the meeting;
  - b. On February 25, 2020 all of the Trustees breached sections 2.10, 2.13 and 3.4 of the Rights and Responsibilities of Trustees Policy by voting to rename the school on Kelly Road without first seeking input from staff including the Plaintiff;
  - c. Prior to the June 16, 2020 public meeting of the Board, the Defendant Derrick and the Defendant Valimohamed breached section 3.3 of the Rights and Responsibilities of Trustees Policy by having side conversations about key issues;
  - d. Also prior to the June 16, 2020 public meeting of the Board, the Defendant Derrick and the Defendant Valimohamed breached sections 2.4 and 3.3 of the Rights and Responsibilities of Trustees Policy by failing to share their side discussions with their fellow Trustees before the meeting, including in the in-camera session immediately preceding it;
  - e. On or about October 9, 2020 the Defendant Derrick breached the Respectful Workplace Policy by sending an email to the Plaintiff;
  - f. The Defendant Valimohamed conducted herself in such a manner as to be in breach of the Respectful Workplace Policy on October 16, 2020, December 5, 2020, December 7, 2020 and December 9, 2020;
  - g. The School Trustees breached the Respectful Workplace Policy by failing to respond to the October 9, 2020 and December 7, 2020 policy breaches in a manner that would maintain a respectful workplace for the Plaintiff;
  - h. On October 21 and November 4, 2020, the Defendant Derrick, the Defendant Valimohamed and other Trustees of the Board breached section 3.8 of the Rights and Responsibilities of Trustees Policy by attending meetings with rights holders and union presidents without District staff including the Plaintiff present;

- i. At a meeting on November 17, 2020 the Defendant Valimohamed and other School Trustees breached the Respectful Workplace Policy at the EPPC meeting by failing to maintain a respectful workplace for the Plaintiff;
  - j. On or about December 7, 2020 the Defendant Derrick and the Defendant Valimohamed breached section 3.8 of the Rights and Responsibilities of Trustees Policy by communicating inappropriately with rights holder groups about operational processes.
25. At all material times while the Defendants Derrick and Valimohamed breached the Rights and Responsibilities of Trustees Policy and the Respectful Workplace Policy they were aware (or should have been aware of) the policies and misconducted themselves intentionally and without regard for the impact of their actions on the Plaintiff.
  26. The unlawful and inappropriate misconduct of the School Trustees, in breach of the policies, and in particular the misconduct of the Defendants Derrick and Valimohamed resulted in physical and emotional harm to the Plaintiff as well as embarrassment, frustration, loss of reputation and an inability to properly carry out her duties as Superintendent and address the issues she had been specifically hired to deal with.
  27. The unlawful and inappropriate misconduct of the Defendants Derrick and Valimohamed outlined above was intentional and directly interfered with the Plaintiff's contract with the Board.
  28. On December 11, 2020, as a result of the toxic work environment created by the Defendants, the Plaintiff took a leave of absence.
  29. In January 2021 the Plaintiff inquired of the Board about returning to work. These inquiries were rebuffed.
  30. On February 11, 2021 the Minister of Education issued a Ministerial Order appointing Special Advisors to the Board to inspect and evaluate the Board's governance practices and assist the Board.
  31. On March 12, 2021 the Plaintiff submitted a WorkSafeBC claim and notified the Board that she would also be filing a bullying and harassment complaint in accordance with the Respectful Workplace Policy of the Board.
  32. On or about March 15, 2021 the Board placed the Plaintiff on a paid administrative leave.
  33. On March 18, 2021 the Plaintiff filed a bullying and harassment complaint in accordance with the Respectful Workplace Policy of the Board (the "Complaint").
  34. As a result of the Complaint, the Board appointed an independent third party to investigate the Plaintiff's allegations of bullying and harassment.
  35. On May 10, 2021, some seven weeks after the Complaint was filed, an independent investigator started an investigation into the Complaint.

36. On or about August 17, 2021 the Director of Human Resources of the Board received the investigator's report from the third-party investigator (the "Investigator's Report").
37. On or about August 24, 2021 the Board provided the Plaintiff with access to read a summary of the Investigator's Report but, in breach of the Respectful Workplace Policy, refused to provide her with access to a copy of the document.
38. The Plaintiff asked for a copy of the Investigator's Report but was refused by the Board.
39. The summary confirmed and substantiated several of the Plaintiff's complaints including that:
  - a. School Trustees:
    - i. as individuals breached the Respectful Workplace Policy on multiple occasions by failing to maintain a respectful workplace for the Plaintiff;
    - ii. as a group breached the Respectful Workplace Policy and failed to maintain a respectful workplace for the Plaintiff;
    - iii. acting individually or as a group acted in ways that violated the Rights and Responsibilities of Trustees Policy;
  - b. The breaches that occurred after October 29, 2020 occurred even though the Trustees knew the Plaintiff was feeling unsafe;
  - c. On multiple occasions School Trustees breached the policy by making decisions without staff input, having side conversations and meetings with stakeholders without involving staff, and communicating inappropriately to third parties.
40. In retaliation against the Plaintiff, and itself in breach of the Respectful Workplace Policy, the Defendants Derrick and Valimohamed wrongly and falsely accused the Plaintiff of bringing the Complaint for the improper purpose of using it as a threat or a tool against them.
41. On September 3, 2021 the Plaintiff received a copy of the summary investigation report from the Executive Director of the BC School Superintendents Association (BCSSA) only after counsel for BCSSA requested it.
42. On September 13, 2021 the Defendants, Derrick and Valimohamed resigned.

### **The Respectful Workplace Policy**

43. The Respectful Workplace Policy defines "Restorative practice" as "the management of conflict and tension by repairing harm and rebuilding relationships."
44. The preamble to the Respectful Workplace Policy says that "the Board is committed to creating and maintaining a respectful learning and working environment free from harassment and bullying where people, regardless of their roles or levels of

responsibilities, are treated and treat each other respectfully and professionally in their interactions.”

45. Article 3.7 of the Respectful Workplace Policy states:

Both the complainant and the respondent(s) will have the ability to access copies of the investigator’s report and findings.

46. In breach of Article 3.7 of the Respectful Workplace Policy the Board has never provided the Plaintiff with access to the Investigator’s Report or its findings.

47. Article 4 of the Respectful Workplace Policy states in part:

4.1 When a formal complaint of bullying or harassment has been made subject to the specific situation, the following actions may be taken subsequent to investigation and findings:

\* \* \*

4.1.3. Strategies to restore a positive and respectful workplace and learning environment

4.1.4 Utilization of restorative practice ...

#### **Attempt to Return to Work and Obtain Investigator’s Report**

48. At all material times following delivery on the Investigator’s Report, the Board failed or avoided complying with the spirit and intention of the Respectful Workplace Policy including Article 3.7 and Article 4.

49. On September 21, 2021 the Plaintiff inquired of the Board about returning to work and participating in restorative practice pursuant to the Respectful Workplace Policy.

50. The Board refused to allow the Plaintiff to return to work and continued to place her on a paid administrative leave.

51. On October 19, 2021 counsel for the BC School Superintendents Association:

a. Requested that the Plaintiff be able to return to work; and

b. requested a copy of the Investigator’s Report on the Plaintiff’s behalf from counsel for the Board.

52. The Board refused to engage in any of the resolution mechanisms set out in the Respectful Workplace Policy and refused to provide a copy of the Investigator’s Report in breach of the Respectful Workplace Policy.

53. On November 25, 2021, on behalf of the Plaintiff, counsel for the BC School Superintendents Association once again requested a copy of the Investigator’s Report from counsel for the Board. The Board refused to provide it.

54. In mid-December 2021 the Board falsely accused the Plaintiff of delivering a copy of the summary of the Investigator's Report to the Board offices together with a threatening note. These allegations were false and were either made knowing them to be false or without regard to whether the allegations were true or false.
55. The Board made no attempt to investigate the matter and simply made false allegations against the Plaintiff.
56. On January 10, 2022 the Plaintiff's counsel requested a copy of the Investigator's Report from counsel for the Board and requested the restorative practices measures outlined in the Respectful Workplace Policy and sought terms for the Plaintiff's return to work. The Board refused to provide a copy of the Investigator's Report and failed to respond to the request to return to work.
57. On January 17, 2022 the Plaintiff's counsel made another written request for a copy of the Investigator's Report. This request was ignored.

### **Circumstances Surrounding Termination of Employment**

58. Instead of providing the Plaintiff with a copy of the Investigator's Report and addressing her repeated requests to return to work and engage in the restorative practice measures, on January 17, 2022 at 7:12 pm the Chair of the Board wrote to the Plaintiff to advise her that the Board was contemplating terminating the Plaintiff without cause pursuant to Article 13.1 of the Agreement.
59. The January 17, 2022 letter from the Board stated that the Board was contemplating terminating the Plaintiff's employment for the following reasons:
  - The Board of Education is heavily focused on repairing its relationship with the Lheidli T'enneh First Nation, the McLeod Indian Band and Simpcw First Nation and addressing the issues raised in the Special Advisor's report.
  - During the 12 months you were actively working in the district, your relationship with the First Nations was difficult and there was a lack of trust.
  - The Board's view is that your continued employment as Superintendent would make a constructive relationship with the First Nations very challenging.
60. In fact, the Board wrote the January 17, 2022 letter aware that:
  - a. the Plaintiff had a good relationship with the Takla First Nation, the McLeod Lake Indian Band, the Lheidli T'enneh First Nation and the Simpcw First Nation;
  - b. it was the conduct of its own Trustees that undermined the Plaintiff's relationships with the First Nations;
  - c. it was the conduct of the Trustees that undermined Board's relationships with First Nations;



- d. the Board had failed to seek input or involve the Plaintiff or implement specific strategies developed by the Plaintiff to improve its relationships with the First Nations;
  - e. Difficult relations with First Nations within the District existed before the Plaintiff had been hired by the Board.
  - f. The Board had deliberately excluded the Plaintiff from an October 14, 2020 Board Meeting with First Nations and unions;
  - g. The Board had deliberately excluded the Plaintiff from a November 4, 2020 Board Meeting with First Nations and unions;
  - h. The Board deliberately excluded the Plaintiff from such meetings despite being aware that such exclusion was improper.
61. On January 19, 2022 the Plaintiff wrote to the Board requesting certain personal items including her journals, be made available to her so that she might adequately respond to the January 17, 2022 letter from the Board.
62. On January 19, 2022 after 6:00pm the Board delivered the entire contents of the Plaintiff's office to her at her home in five bankers' boxes which had been packed up in early 2021.
63. On January 20, 2022, the Plaintiff wrote to the Board requesting further particulars of the "issues raised in the Special Advisor's report" and a copy of the Investigator's Report so that she could adequately respond to the Board.
64. On January 20, 2022 the Board provided the Plaintiff with a heavily redacted version of the Investigator's Report which redacted all of the findings and facts underlying the report.
65. On January 21, 2022 the Board refused to provide the Plaintiff with an unredacted copy of the Investigator's Report and refused to provide the Plaintiff with particulars of the allegations against her.
66. In its letter dated January 21, 2022 the Board again falsely alleged that the Plaintiff had leaked the summary of the Investigator's Report and said that its reasons for contemplating termination "have not changed since November 1, 2021 when they were verbally reviewed with your legal counsel." This statement was false. No reasons for contemplating termination were ever communicated to the Plaintiff's legal counsel in November 2021 or at any other time.
67. On January 24, 2022 the Plaintiff wrote to the Board and asked for further particulars and more time to respond to the issues raised by the Board.
68. At no time did the Board provide the Plaintiff with particulars of its reasons for considering a termination.
69. At no time did the Board provide the Plaintiff with an opportunity to be heard by the Board as required by her contract.

70. At no time did the Board provide the Plaintiff with adequate time to respond to the fact that the Board was considering terminating her without cause.
71. On January 25, 2022 the Board terminated the Plaintiff without cause and with immediate effect (the "Termination"). The Plaintiff became the fifth Superintendent to leave the School District in six years.
72. The decision to terminate was made in bad faith as it was:
  - a. contrary to the spirit, intention and terms of the Respectful Workplace Policy;
  - b. made without a reasonable contemplation of the relevant facts before the Board;
  - c. based on the false assumption that the Plaintiff had leaked the summary of the Investigator's Report;
  - d. based on the false assumption that the Plaintiff had made a threat to the Board;
  - e. made in retaliation for the Plaintiff having filed the Complaint;
  - f. made without having provided the Plaintiff with particulars;
  - g. made without consideration of the Plaintiff's position;
  - h. made to avoid having to address the issues arising from the Investigator's Report and engage in the restorative practices of the Respectful Workplace Policy;
  - i. made without regard for the Board and the Trustees' role in undermining the relationships with First Nations communities;
  - j. falsely accusatory of the Plaintiff being responsible for issues raised in the Special Advisor's Report that predated her arrival in the District;
  - k. made to make the Plaintiff a scapegoat for issues raised in the Special Advisors' Report for which she was not responsible.

### **Bad Faith – Aggravated and Punitive Damages**

73. The Board's course of conduct prior to, during and following the termination of the Plaintiff was adopted in bad faith and in breach of the Good Faith Obligation.
74. The Board's course of conduct prior to and following the termination of the Plaintiff has damaged the Plaintiff's self-esteem, her mental health, her professional reputation and has further damaged her prospects for re-employment, all of which was foreseeable and intended by the Board.
75. The above actions of the Board were malicious, oppressive, highhanded, and made with the knowledge that they would cause mental distress and reputational damage to the Plaintiff.
76. In relation to the facts set out above, the Board's bad faith course of conduct included but is not limited to the following:

- a. Creating or allowing a toxic environment of bullying and harassment to exist so as to impede the Plaintiff's work as Superintendent;
  - b. Refusing to permit the Plaintiff to return to work after her leave in January 2021;
  - c. Boxing up the Plaintiff's entire office in early 2021 and failing to notify her;
  - d. Refusing to permit the Plaintiff to return to work after receipt of the Investigator's Report in August 2021;
  - e. Continuing the Plaintiff on a paid administrative leave after receipt of the Investigator's Report;
  - f. Failing to engage in any of the progressive measures outlined in Article 4 of the Respectful Workplace Policy other than Article 4.1.8 and invoking Article 4.1.8 (termination) against the Complainant (Plaintiff);
  - g. Failing or refusing to provide the Plaintiff with a copy of the Investigator's Report in either a timely manner or at all in contravention of the Respectful Workplace Policy;
  - h. Falsely accusing the Plaintiff of leaking the summary of the Investigator's Report;
  - i. Falsely accusing the Plaintiff of making threats to the Board;
  - j. Failing to reasonably investigate allegations of the leaked summary of the Investigator's Report or alleged threats made to the Board;
  - k. Failing to provide the Plaintiff with particulars of the reasons contemplated for terminating her without cause;
  - l. Falsely accusing the Plaintiff for issues arising from the Special Advisors' Report;
  - m. Failing to provide the Plaintiff with sufficient time to allow her to respond to the contemplated decision to terminate her without cause;
  - n. Failing to provide the Plaintiff with an opportunity to be heard by the Board;
  - o. Blaming the Plaintiff for issues raised in the Special Advisors' report;
  - p. Blaming the Plaintiff for the Board's difficult relationship with First Nations which the Board's own Trustees had actively undermined;
  - q. Only providing the Plaintiff with a copy of the Investigator's Report the day before her termination and heavily redacting it beyond the lawful scope of the *Freedom of Information and Privacy Protection Act*, RSBC 1996. c. 165;
77. The conduct of the Defendants, Derrick and Valimohamed was adopted in bad faith particulars of which are as follows:
- a. They actively withheld information from the Plaintiff to undermine her position as Superintendent;

- b. They engaged in side conversations about key issues deliberately excluding the Plaintiff so as to undermine her position;
- c. They communicated with third parties, including First Nations, to deliberately undermine the Plaintiff as Superintendent;
- d. They falsely accused the Plaintiff of filing a bullying and harassment complaint as a threat/tool against them;
- e. They knowingly or negligently breached the Respectful Workplace Policy and created a toxic work environment for the Plaintiff.

**Part 2: RELIEF SOUGHT**

- 1. General damages for breach of contract against the Board.
- 2. Damages for breach of the duty of good faith in the manner of termination against the Board
- 3. Damages for intentional interference with contractual relations against the Defendants, Derrick and Valimohamed.
- 4. Special damages against the Defendants.
- 5. Aggravated damages against the Defendants.
- 6. Punitive damages against the Defendants.
- 7. Such other relief as this Honourable Court may deem meet.

**Part 3: LEGAL BASIS**

- 1. The facts establish a cause of action against the Board for breach of contract.
- 2. The conduct of the Board was a material and fundamental breach of their obligations of good faith and fair dealing owed to the Plaintiff and has caused the Plaintiff to suffer damages and loss. The facts establish a claim against the Board for compensatory damages flowing from the Board's breach of its obligations of good faith and fair dealing.
- 3. The conduct of the Board constituted independent actionable wrongs and was extreme, harsh, vindictive, reprehensible and malicious and warrants condemnation and rebuke by this Honourable Court. The facts establish a claim for punitive damages.
- 4. The Plaintiff pleads and relies on the inherent jurisdiction of the court, the *Supreme Court Civil Rules*, B.C. Reg 168-2009, the *Freedom of Information and Protection of*

*Privacy Act* [RSBC 1996] c.165 and the *Court Order Interest Act*, R.S.B.C. 1996, c. 79.

Plaintiff's address for service:

HHBG Lawyers – Employment Justice  
1918 - 1030 West Georgia Street  
Vancouver, BC V6E 2Y3

Attention: D. Michael Bain, Q.C.

Fax number address for service (if any): (604) 638-0614

E-mail address for service (if any): N/A

Place of trial: Prince George, British Columbia

The address of the registry is:

J.O. Wilson Square  
250 George Street  
Prince George, BC V2L 5S2



Dated: July 8, 2022

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Signature of D. MICHAEL BAIN, Q.C.  
 Plaintiff     lawyer for Plaintiff

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:**

This is a claim for breach of contract, intentional interference with contractual relations and breach of the duty of good faith and honest dealing.

**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 or 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:**

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

**PART 4:**

**N/A**