

**SUPREME COURT
OF BRITISH COLUMBIA
VANCOUVER REGISTRY**

APR 27 2022

S-223 482

Form 1 (Rule 3-1 (1))



No.
Vancouver Registry

IN THE SUPREME COURT OF BRITISH COLUMBIA

BETWEEN

BC GENERAL EMPLOYEES' UNION

PLAINTIFF

AND

VANCOUVER CITY SAVINGS CREDIT UNION, ANITA BRAHA,
BILL CHAN, JOEL DeYOUNG, LILY GREWAL,
RITA PARIKH, CHRISTIE STEPHENSON, PATRICK NANGLE and
MAEGEN GILTROW

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(s),

- (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, BC General Employees' Union ("**BCGEU**" or **the "Union"**), is a trade union within the province of British Columbia. The BCGEU is the certified bargaining agent pursuant to the Labour Relations Code of BC for the majority of employees of the Vancouver City Savings Credit Union ("**Vancity**") employed at various branches and locations of Vancity.
2. The defendant, Vancouver City Savings Credit Union ("**Vancity**" or **the "Employer"**), is a credit union established pursuant to the *Credit Union Incorporation Act* of British Columbia.
3. The defendant, Anita Braha ("**Braha**"), is the Chair of the Board of Directors (**the "Board"**) and was first elected to the Board in 2011. Braha is a lawyer who describes herself as having a special legal focus on labour law.
4. The defendant, Bill Chan ("**Chan**"), is a director and member of the member of the Board and was first elected to the Board in 2018.
5. The defendant, Joel DeYoung ("**DeYoung**"), is a director and member of the Board and was first elected to the Board in 2019.
6. The defendant, Lily Grewal ("**Grewal**"), is a director and member of the Board and was first elected to the Board in 2014.
7. The defendant, Rita Parikh ("**Parikh**"), is a director and member of the Board and was first elected to the Board in 2016.
8. The defendant, Christie Stevenson ("**Stevenson**") is a director and member of the Board and was first elected in 2020.
9. The defendant, Patrick Nangle ("**Nangle**"), is a director and member of the Board who was first appointed by the Board in 2020.
10. The defendant, Maegen Giltrow ("**Giltrow**"), is a director and member of the Board and was first elected in 2021.
11. The Union and Vancity had entered into a Collective Agreement which determined the terms and conditions of employment of Vancity employees represented by the Union. The term of that agreement was scheduled to expire on December 31, 2019.
12. Prior to that date, the parties entered into negotiations to renew the Collective Agreement.

13. The existing Collective Agreement had what the Union considered was a sub-standard pension plan.
14. The Union had canvassed its members as to what should be the objects of collective bargaining. The members responded that the high priority objective was to amend the Collective Agreement to provide for a jointly trustee Defined Benefit Pension Plan.
15. A jointly trustee pension plan is a plan where both management and the Union appoint trustees to a board that manages the plan jointly. It is a commonly utilized pension structure in both the public and private sectors in British Columbia.
16. Colin Murdoch ("**Murdoch**"), the Director of Human Resources, was the chief negotiator and spokesperson for Vancity. At the beginning of negotiations, Murdoch confirmed to the Union that he had authority to reach an agreement on behalf of Vancity.
17. Doug Dykens ("**Dykens**"), was the chief negotiator and spokesperson for the Union. Dykens advised Vancity that pension was the most important issue for the members and Union.
18. In initial discussions, the parties discussed the pension objectives of the Union. Dykens explained the benefits and necessity for a jointly sponsored Defined Benefit Pension Plan.
19. On February 4, 2020, Vancity made a proposal on the outstanding Items which required resolution. The Employer's proposal would have created a Retirement Savings Review Committee which would meet in order to discuss retirement savings options. If the parties reached an agreement, they would jointly work to implement the changes.
20. This offer was not acceptable to the Union. On February 5, 2020, the Union presented a counter proposal which reiterated the Union's demand for a jointly trustee Defined Benefit Pension Plan.
21. In response, Vancity countered with a proposal which repeated the proposal to establish a committee, but which contemplated a move to a jointly trustee plan between the Union and Vancity.
22. The parties broke from bargaining on February 5, 2021.
23. On February 18, 2021, a meeting on pensions took place separate from bargaining. The Union attendees sought to explain the benefits of a jointly trustee defined pension plan to the Employer. Murdoch, Clayton Buckingham ("**Buckingham**"), the Chief Financial Officer, and Dave Perri ("**Perri**"), Interim Chief Human Resources Officer, represented Vancity. Dykens represented the Union along with Paul Finch ("**Finch**"), the Treasurer and Chief Financial Officer of the Union. During the meeting, the discussion occurred primarily between Buckingham and Finch. From the Union's perspective it appeared that these discussions might lead to a resolution of the pension issue at the bargaining table.
24. The Union specifically advised Vancity that no agreement would be reached without the jointly sponsored Defined Benefit Pension Plan. The Union was prepared to initiate a strike action if an agreement could not be reached on pension.
25. On February 26, 2020, Murdoch hand delivered a proposal to Dykens in the hallway outside the bargaining room. The proposal was entitled "Agreement Relating to Developing and Implementing a Pension Plan". The agreement stated the following:

WHEREAS:

- the parties engaged in bargaining for the purpose of renewing the Collective Agreement between them; and,
- during bargaining, the parties agreed to jointly develop and implement a jointly sponsored Defined Benefit Pension Plan as that term is defined in the *Pension Benefits Standards Act* (British Columbia).

26. The Union considered that this commitment created the potential for resolution of the Collective Agreement especially as Murdoch had advised that he had the authority to speak for the Board and enter into an agreement. Vancity expressly agreed to jointly develop and implement a jointly sponsored defined benefit pension plan.
27. The agreement relating to developing and implementing a pension plan was the last issue to be resolved. The Pension Agreement contained a clause which stated, “The parties agree to act in good faith in taking all reasonable steps required to design a jointly sponsored defined pension plan for employees of the Employer (the “New Pension Plan”) by September 1, 2021.”
28. The language was changed to use the word “design” rather than implement as the parties recognized that the implementation could take some time. The modification of the date to September 1, 2021 from January 1, 2023 was proposed by the Union to ensure that the design process proceeded expeditiously.
29. On February 27, 2020, the parties arrived at an agreement and entered into a Memorandum of Settlement which set out the terms of the Tentative Agreement reached as a result of “bargaining in good faith” pursuant to the *Labour Relations Code* of British Columbia.
30. Both parties agreed to recommend acceptance to their respective bodies in the process of ratification of the Collective Agreement. The Union carried out an open ratification process whereits members were informed of the Tentative Agreement.
31. In recommending the acceptance of the settlement to its members, the Union stated:

“One of the most important items is an agreement with the employer to develop a private sector defined benefit pension plan which will be jointly sponsored by the union and the employer! This is a key piece of the settlement and will affect all the Vancity employees. These plans are comple[x] and take time to develop, but you will be kept apprised as the plan is put together.”
32. The Employer appeared to share these views, advising employees:

“As we have been sharing with you, we have been working to address employee feedback related to our existing retirement/pension plans. To this end, Vancity and the BCGEU have agreed to develop a new jointly-sponsored defined benefit pension plan for all Vancity employees. Once in place, this plan will replace our existing defined benefit and Group RRSP plans. We look forward to working with the BCGEU on this important project that will help support all of our employees to retire with confidence and dignity.”

33. The members of the bargaining unit ratified the Collective Agreement and Vancity was advised of that by the Union on March 5, 2020.
34. Unknown to the Union, the tentative Collective Agreement was not ratified by the Board of Directors but only by the Executive of Vancity. Based on subsequent conduct by the Board, it appears that the Directors considered that by this strategy they were not bound by the ratified agreement.
35. With the acceptance of the tentative deal by the membership, the Union advised the members, "Over the coming weeks we will be working to integrate the negotiated changes into our Collective Agreement and to begin the work of creating our new pension plan."
36. The design of the pension plan was initially delayed because of two factors: the impact of the Covid 19 pandemic and the inability of Vancity's representatives to be prepared for meeting with the Union. The parties each assigned two representatives to the Design Committee which had the responsibility to design the content of the Pension Plan. Finch and Dykens were the representatives of the Union assigned to the Design Committee. Buckingham and Paula Martin were the representatives of Vancity. From time to time, Murdoch also attended Design Committee meetings.
37. Meetings were further delayed due to personal circumstances of Buckingham.
38. Eventually, the representatives of the Union and the representatives of Vancity agreed to utilize a consulting firm, George & Bell Consulting, to assist in designing a jointly sponsored Defined Benefit Pension Plan. In an email dated June 23, 2020 to George & Bell Consulting, copied to Buckingham, Finch wrote:

"In short, the BCGEU and Vancity wish to create a new jointly trustee defined benefit plan that includes union, non-union and excluded management employees. We need actuarial services to help understand the existing disposition of Vancity members currently in the Central One plan, the various options in establishing a new plan including for those already in the Central One plan and aiding us with reliable data and analysis in creating a new plan design that is sustainable, equitable and within the bounds jointly agreed to by both Vancity and BCGEU."
39. At no time did Buckingham challenge that description.
40. On August 18, 2020, George & Bell Consulting provided the Design Committee with a document headed "Vancity-BCGEU Jointly-Sponsored Defined Benefit Pension Plan Design Phase" which included the objective that the design would be completed by early January 2021.
41. On September 24, 2020, Dykens raised the concern that matters were not proceeding on the pension issue. Buckingham apologized for the lack of communication, stating that Vancity had been moving through a challenging budgeting process and a number of big projects. He advised that he would shortly send an update on the work Vancity had done along with a proposal for next steps, timing, etc. and other matters.
42. On October 6, 2020, George & Bell Consulting emailed Finch and Dykens asking for a phone number to reach Buckingham as they had not heard from him, putting them behind schedule on delivering some of the design recommendations. He also advised that Vancity had not provided any of the data requested from them.

43. On October 7, 2020, Buckingham advised that the contract which needed to be signed with George & Bell Consulting was with Vancity's legal team, and that he had requested the necessary data but it was taking too long.
44. On December 7, 2020, Buckingham advised that Vancity was through with its planning cycle and that the challenges of the pandemic had somewhat subsided. He also advised that the contract with George & Bell Consulting was still outstanding on the Vancity side due to Vancity's legal review. On December 15, 2020, George & Bell Consulting produced a new document with revised project scheduling as it was anticipated that the design could not be completed until August 2021 due to Vancity's delays.
45. The Union members of the Design Committee were becoming concerned about the delays caused by Employer inaction. In January 2021, Buckingham established a schedule of bi-weekly meetings by Jointly Trusteed Defined Benefit Pension Plan Design Committee. At one of those meetings, Dykens asked Buckingham whether the Union should be concerned about the September 2021 date included in the Pension Agreement. He was advised that the Union should not be concerned. The Union relied upon this representation as if Buckingham had advised that Vancity would not assert that the Pension Agreement was null and void if the Design had not been completed by September 1, 2021. If that was not the case, the Union would have taken action to ensure that the Employer representatives responded more expeditiously to the process.
46. On June 21, 2021, George & Bell Consulting produced an extensive model of the Vancity-BCGEU Jointly Sponsored Defined Benefit Pension Plan.
47. Difficulties continued to occur in scheduling meetings consistent with the timelines agreed to by the parties. On June 21, 2021, George & Bell Consulting requested that due to the delays, it was important that design meeting No. 3 be rescheduled. Buckingham advised that his preference would be to find a way to meet on June 29, 2021, in order to meet the timelines.
48. The Union members of the Design Committee were not particularly concerned about these delays given the assurances provided by Buckingham that they should not be concerned.
49. Eventually a meeting was scheduled for June 29, 2021. On June 29, George & Bell Consulting prepared the final draft of the Vancity-BCGEU Jointly-Sponsored Defined Benefit Pension Plan.
50. The next step was that a decision to proceed was to be made by July 2021. The design of the jointly trusteed pension plan was to be completed by July 2021 and was completed by that date. Both the Union and the Employer acted consistent with that conclusion.
51. This was confirmed on November 4, 2021 when Buckingham in an email advised, "Just a quick update to let you know that we met with our Board earlier this week and received their approval to move forward with the pension plan design that we proposed (*i.e.* the design that Vancity and the BCGEU jointly agreed on). Although it took us longer than expected to get here, this is great news and allows us to move forward towards implementation. Thank you for your patience and understanding as we took the extra time to make sure that our Board was fully informed and comfortable with the proposed plan design and its impact on our employees."

52. Although the Union members of the Design Committee did not consider that the Board had an option as to whether it could accept the design, they focused more on Buckingham's statement that the parties would be moving towards implementation of the jointly trusted Defined Pension Benefit Plan that had been agreed to on February 27, 2020.
53. On November 4, 2021, Buckingham proposed that the Design Committee meet during the week of November 15 "to discuss next steps". Although a meeting was set down it was unilaterally cancelled by Buckingham. However, Buckingham then proposed that a Pension Plan Update Meeting occur during the week of November 22, and specifically on November 23. However, Buckingham eventually set down a Pension Plan Update Meeting for December 3, 2021. The understanding of the Union members of the Design Committee was that the committee would be planning for the implementation of the jointly designed Defined Benefit Pension Plan.
54. However, that meeting never occurred. Instead, more than three months after the design of the Plan was complete, on December 1, 2021, Buckingham reversed the position set out in his November 4, 2021 email. After stating Vancity's appreciation for the Union's collaboration, Buckingham asserted that his email of November 4, 2021 only applied only to the "benefit structure design that was jointly recommended by the BCGEU and Vancity for all Vancity employees". That was certainly not the Union's understanding of the email or the Design Committee's obligations. Up to this point, the Union had accepted Vancity's contractual promise that it had in good faith agreed to jointly develop and implement a jointly sponsored defined benefit pension plan.
55. Buckingham went on to state:

"The part I want to flag for you is regarding governance structure design of the plan. As you know, Vancity and the BCGEU entered into a Letter of Agreement dated February 27, 2020 with respect to the development of a jointly sponsored pension plan. In that letter, we agreed that if the necessary approvals and related documentation could not be secured by September 1, 2021, the Letter of Agreement became null and void. The governance structure design and plan documentation has also not been discussed or developed by the BCGEU and Vancity. Accordingly, as the deadline for approvals and completion of the related documentation for the design of the plan has passed, the Letter of Agreement became null and void as of September 1, 2021.

In light of that, and after considerable discussion, in November our Board authorized Vancity to proceed with further work towards implementation of a Vancity-sponsored plan with same benefits structure design that has been co-designed by Vancity and the BCGEU. I wanted you to know we intend to pursue that direction. As we develop the governance structure for the new plan, we also intend to discuss with you representation by the BCGEU on a new pension administration committee.

There is much work to be done – the feasibility and terms of an asset transfer from the CU-MEPP are not yet finalized, and there are many governance and administrative elements yet to be completed. We will move forward with the work with a target implementation in the third or fourth quarter of 2022. We look forward to continuing to work collaboratively with you two and other members of the BCGEU as we work towards implementation."

56. At no time during the design process had Buckingham referred to the need to agree on the composition of the jointly sponsored plan. The understanding of the Union representatives on the Design Committee was that the number, appointment and composition of the board of trustees would be negotiated between the Union and Vancity as stated in the Agreement. The role of the Design Committee was to reach a consensus on the design of the plan.
57. This appeared to be consistent with the understanding of Vancity representatives on the Design Committee as at no time did Buckingham or any other representative of the Employer suggest that the design process should determine the composition of the Board of Trustees of the jointly sponsored Defined Benefit Pension Plan. This was not surprising as the structure had been defined when both parties agreed to jointly develop a jointly sponsored Defined Benefit Pension Plan. Buckingham had identified other issues which required resolution prior to completion of the design by the Design Committee.
58. Buckingham's email of December 1, 2021 confirmed that the pension plan design that Vancity and BCGEU had jointly agreed upon would be implemented by the Employer but as a Vancity-sponsored plan but with "the same benefit structure design that has been co-designed by Vancity and the BCGEU".
59. In addition, on November 4, 2021, Buckingham had advised the Union representatives of the Design Committee that the Board had approved moving forward with the pension plan design jointly agreed to by the Vancity and the Union representatives of the Design Committee. At no time, either before or after this email, did Buckingham advise that the Board's position was that the Pension Agreement had been null and void since September 1, 2021. To the contrary he described steps that were being taken and asked to set down a meeting of the Design Committee during the week of November 15, 2021.
60. Buckingham unilaterally cancelled the meeting set for November 15, 2021 and instead scheduled a telephone call for December 3, 2021. However, as is set out, he instead sent the email of December 1, 2021.
61. The conduct of the Board of Directors of Vancity demonstrates the following:
 - (a) The Board of Directors never intended to agree to a jointly sponsored defined benefit pension plan despite the express undertaking given by Vancity on February 27, 2021;
 - (b) Consequently, Vancity failed to negotiate in good faith as required by the Pension Agreement;
 - (c) The Board of Directors relied on the fact that it had not ratified the Pension Agreement reached by the parties, but instead had instructed the Executive to inform the Union of Vancity's ratification; and
 - (d) The Board of Directors expressly understood that it could convert the defined pension benefit plan co-designed by Vancity and the BCGEU to Vancity's own use. That is, the Board of Directors considered they had the right to unilaterally convert that joint property to their own use without the consent of the Union.

62. Given that Murdoch advised that he had the authority to enter into an agreement, and given the fact that he drafted a document which expressly stated the parties had agreed in collective bargaining to jointly develop and implement a jointly sponsored Defined Benefit Pension Plan, Murdoch was either not aware of the Board of Directors' intention not to be bound by that contractual obligation, or he was advised to make a fraudulent misrepresentation to the Union in order to achieve a collective agreement without risking a labour stoppage. We note that Murdoch was terminated by Vancity in December 2021.
63. It appears that the Board considered that it had the ability to withhold its approval on any aspect of the plan. Further, it is clear that the Board never intended to agree to a jointly sponsored Defined Benefit Pension Plan despite the express undertaking given by Vancity on February 27, 2020.
64. It also appears that Buckingham either was not advised of the fact that the Board of Directors never intended to approve a jointly sponsored Defined Benefit Pension Plan despite the commitment contained in the Pension Agreement, or that he was aware of that fact and he was complicit in the fraudulent misrepresentation to the Union.
65. The Board of Directors had an obligation to advise the Union and its members of that position prior to the Tentative Agreement. If the Board had stated that position, the Union would have proceeded with the available alternative options to achieve a jointly sponsored Defined Benefit Pension Plan, which would include exercising the right to strike.
66. The Chair of the Board of Directors, Braha, has provided no justification for the Board reneging on Vancity's contractual commitment to develop a jointly sponsored Defined Benefit Pension Plan, except that she asserts that the Board has been intent on ensuring the development of a pension plan that will assure the best possible retirement for all Vancity employees, while also adhering to the ongoing obligations as Directors of the credit union.
67. In fact, as Braha either knows or should know, a jointly sponsored Defined Benefit Pension Plan has a preferred status under the *BC Pension Benefits and Standards Act* and Regulations when compared to an employer solely sponsored pension plan. Further, the best way to ensure the best possible retirement for all Vancity employees would be to provide an equal voice to the representatives of those employees.
68. To the extent that the Chair of the Board has justified Vancity's reneging its commitment to develop a jointly sponsored plan by asserting that somehow a jointly sponsored plan would be contrary to the "Board's ongoing obligations as Directors of the credit union", Braha appears to be unaware and uninformed that there are many jointly trustee pension plans, including in both the public and private sector.
69. Despite the objections raised by the Union on December 2, 2021, Vancity has stated that it intends to proceed with the jointly designed plan as a solely sponsored pension plan by the third or fourth quarter of 2022. That is, it intends to implement the pension plan designed by the Design Committee, despite the fact that the designed plan was at all times the joint property of BCGEU and Vancity. Further, it intends to proceed even though its decision negatively and materially affects the interest of the employees on whose behalf the Union negotiated a jointly trustee plan. The Union will seek continuing injunction to preclude these actions occurring until either this Notice of Civil Claim has been determined, or the Union has had an opportunity to negotiate the plan with the Employer.

Part 2: RELIEF SOUGHT

1. A declaration that the defendant Vancity breached the contract between the Union and Vancity when it wrongfully declared that the Pension Agreement was null and void on September 1, 2021.
2. Alternatively, that a declaration that the defendant Vancity is estopped by treating the Pension Agreement as terminated on September 1, 2021 given its express representation that the date would not apply.
3. In the further alternative, a declaration that the defendant Vancity waived the date of September 1, 2021 and continued to meet with the Union's representatives of the Design Committee to implement the design agreed to by the Design Committee.
4. A declaration given that if the Board had advised the Union that it has no intention of implementing a jointly trustee Defined Benefit Pension Plan, despite Vancity's express representation to the contrary, the parties should be placed in the position they would have been on February 27, 2020 if that misrepresentation had not occurred. That is, the Union and its members should be placed in the position that they can determine if they will exercise the *Charter of Rights and Freedoms* protected right to strike.
5. A declaration that the defendant Vancity conspired with the defendant Directors of the Board to misrepresent Vancity's commitment to implement a jointly sponsored Defined Benefit Pension Plan, as they considered this was not a contractual obligation which applied to the Directors.
6. A declaration that the defendant Board Directors have conspired to fraudulently and without colour of right to convert the joint property of the Union and Vancity without consent and contrary to Section 322 of the *Criminal Code*.
7. In order to preserve the right of the Union and its members, an application will be made for injunctive relief.
8. Damages should be awarded for misrepresentation by the defendant Vancity and the individual Board Directors when they purported to agree that they would enter into a jointly sponsored Defined Benefit Pension Plan. This would include an amount awarded to the Union in order to be compensated for all monies spent on the design process, including hours spent by the Union representatives of the Design Committee as well as hours spent by the support staff;
9. Punitive and aggravated damages should be awarded given the conduct of the defendant Vancity; and,
10. Separately, damages should be awarded which are payable by the defendant members of the Board. The Board members by their conduct fraudulently represented that the defendant Vancity agreed to enter into a jointly sponsored Defined Benefit Pension Plan even though the Board had no intention of ever carrying that out and purported to unilaterally reject the agreement negotiated.

Part 3: LEGAL BASIS

1. In the Pension Agreement dated February 27, 2020, the defendant Vancity agreed to jointly develop and implement a jointly sponsored Defined Benefit Pension Plan. Despite the fact that the plan was designed before September 1, 2021, Vancity took the position that was not the case, therefore breaching the contract between the Union and Vancity.
2. Alternatively, by representing to the Union that the September 1, 2021 date would not be enforced, and by continuing discussions with the Union's representatives of the Design Committee, the defendant Vancity created the circumstance of estoppel. The Union representatives on the Design Committee relied on the representation by the defendant Vancity.
3. In the further alternative, by continuing the design process after the September 1, 2021, the defendant Vancity waived its ability to rely upon that date in asserting that the contract was at an end.
4. The Pension Agreement did not provide that the Board of Directors had the ability to veto a jointly sponsored plan for any reason, let alone for the reason that Board considered it was required to do so in order to adhere to the Director's unidentified obligation to the credit union.
5. The defendant members of the Board conspired to fraudulently misrepresent to the Union that the defendant Vancity agreed to jointly develop and implement a jointly sponsored Defined Benefit Pension Plan despite at all times knowing that it had no intention of agreeing to a jointly sponsored plan.
6. The defendant members of the Board carried out that course of conduct in order to induce the Union to reach a Collective Agreement, which resulted in the Union and its members foregoing the right to strike. If the Court concludes that it does not have the power to make a decision, the defendant Vancity should be prohibited from implementing an employer directed pension plan until the Union has had an opportunity to revisit the issue following the expiry of the current Collective Agreement.
7. The defendant members of the Board of Directors have advised that they intend to convert the plan jointly designed by the Union and Vancity to a Vancity-sponsored plan with the same benefits structure design that has been co-designed by the Union and Vancity. By acting in this manner, Vancity and the Defendant Board members have committed the tort of conversion as well as have entered into the conspiracy to wrongfully and without colour of right convert joint property to their own use.
8. By the defendants' course of conduct, the Union and its members have suffered damages incurred in designing a jointly sponsored Defined Benefit Pension which the defendants knew would never be accepted by the Board as the Board and its members had no intention at any time to accept a jointly sponsored plan.
9. In addition to general damages, the conduct of the defendant Vancity and the Board members justify awards of aggravated and/or punitive damages in amounts to be determined by the court sufficient to deter such conduct in the future.

10. Further, injunctive relief is appropriate in this case as the Union and its members will suffer irreparable harm without the granting of an injunction. In addition, the granting of an injunction will not cause the defendants any financial loss.

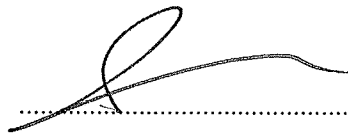
Plaintiffs' address for service:

Victory Square Law Office LLP,
Attention: John Rogers, Q.C.
710-777 Hornby Street, Vancouver, BC V6Z 1S4
E-mail address for service (if any): jrogers@vslo.bc.ca

PLACE OF TRIAL: VANCOUVER, B.C.

The address of the registry is:
800 Smithe Street
Vancouver, BC V6Z 2E1

Date: April 27th, 2022.



Signature of JOHN ROGERS, Q.C.,
lawyer for plaintiff

Rule 7-1 (1) of the Supreme Court Civil Rules states

7-1(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,

- (i) prepare a list of documents in Form 22 that lists 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

[The following information is provided for data collection purposes only and is of no legal effect.]

Part 1: CONCISE SUMMARY OF NATURE OF CLAIM:**Part 2: THIS CLAIM ARISES FROM THE FOLLOWING:**

1. A personal injury arising out of:
 - ☐ a motor vehicle accident
 - ☐ medical malpractice
 - ☐ another cause
2. 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:

[If an enactment is being relied on, specify. Do not list more than 3 enactments.]