



Court File No. **VLC-S-S-261188**

No.
Vancouver Registry

IN THE SUPREME COURT OF BRITISH COLUMBIA

BETWEEN

SHANNON CALHOUN, KIM PARKINSON and
COURTNEY PAROBEC

PLAINTIFFS

AND

HOSPITAL EMPLOYEES' UNION and SIMPLY VOTING INC.

DEFENDANTS

NOTICE OF APPLICATION

Names of Applicants: Shannon Calhoun, Kim Parkinson and Courtney Parobec (the "Plaintiffs")

To: Hospital Employees' Union and Simply Voting Inc.

TAKE NOTICE that an application will be made by the applicant to the presiding judge or associate judge in person at the courthouse at 800 Smithe Street, Vancouver BC on **March 3, 2026 at 9:45 a.m.** for the orders set out in Part 1 below.

The applicants estimate that the application will take 2 hours.

This matter is within the jurisdiction of a judge.

PART 1. ORDER SOUGHT

1. An injunction pursuant to Rule 10-4 of the *Supreme Court Civil Rules* prohibiting the Hospital Employees' Union from taking any further steps in implementing the bargaining agreement reached on November 17, 2025 pending verification of the final voting results from the ratification vote that occurred between December 15, 2025 until December 19, 2025 (the "Ratification Vote").
2. An order that Simply Voting Inc. discloses all information and documents in their possession related to the Ratification Vote.
3. An order for special costs; and

4. Such further and other relief as this Honourable Court deems just.

PART 2. FACTUAL BASIS

Basic Facts

1. The Hospital Employees Union (the "HEU") represents over 60,000 public and private healthcare workers in British Columbia including all the Plaintiffs.
2. The Facilities Bargaining Association (the "Bargaining Committee") is a multi-union group that negotiates labour agreements for several public health care workers unions, including members of the HEU. Over 95 per cent of the workers covered by the Bargaining Committee are members of the HEU.
3. Most of the health care workers represented by the Bargaining Committee are members of the HEU.
4. On November 17, 2025, the Bargaining Committee reached a tentative collective bargaining agreement (the "Tentative Agreement") with the province of British Columbia.
5. Article 11(H)(f) of the HEU Constitution and By-Laws ("HEU Code") requires ratification of a tentative agreement by both: (i) a two-thirds majority of eligible locals, and (ii) a simple majority (50%) of all eligible voting members.
6. Between December 15, 2025, and December 19, 2025, members of the HEU voted on ratification of the Tentative Agreement.
7. The Defendant, Simply Voting Inc., was responsible for administering the Vote.
8. On December 19, 2025, the HEU sent an email to all members stating that the Tentative Agreement had been ratified, with 54.2% of the votes cast in favour.
9. The voting results indicated that 107 out of 161 locals (66.45%) voted in favour of the Tentative Agreement, which was less than the required two-thirds majority. These results were provided by 2 members of the Bargaining Committee. Some

members of the HEU then pointed out that the number of locals reported as voting in favour of the Tentative Agreement was less than the two-thirds threshold required for ratification.

10. 39 locals were decided by less than 10 votes.
11. The following are irregularities and issues (the "Irregularities") with voting for the Tentative Agreement:
 - A) On December 22, 2025, members of the HEU were informed that the numbers reported on December 19, 2025 were and described as unofficial and in fact, 108 locals voted in favour of the Tentative Agreement. The change was later attributed to an error in counting or defining what constituted a majority vote within a local.
 - B) It appears that the list of locals reported as voting does not align with the list of the locals identified in the collective agreement.
 - C) Some former members of the HEU reported receiving digital voting access for the Tentative Agreement despite being ineligible.
 - D) Members of the HEU that worked in multiple locals at the time of voting have reported inconsistencies in voting access for the Tentative Agreement. Some members of the HEU reported they received voting access in multiple locals while others reported receiving voting access only in one local.
12. The Plaintiffs disagree with the Defendants' assertion that the discrepancy in the number of Locals voting in favour of ratification resulted merely from an unofficial internal report. The Plaintiffs believe that the internal report referred to by the Defendants was, in fact, the actual report produced by Simply Voting and relied upon in reporting the voting results
13. The Plaintiffs, Shannon Calhoun and Courtney Parobec, and other members of the HEU asked the HEU executive members to clarify the Irregularities but either did not receive a response or did not receive an adequate response.
14. On January 7, 2026, counsel for the Plaintiffs wrote to the HEU President and the HEU Secretary outlining concerns regarding the locals, ballots, transparency and requested several documents related to the voting process.

15. On January 21, 2026, counsel for the HEU President and the HEU Secretary responded, explaining that the change in locals who voted yes was explained through initially misapprehending the definition of what constitutes a majority vote in a local. The disclosure requests were not met.
16. The Plaintiffs say that providing a copy of the final results from Simply Voting, which the Defendants have in their possession or control, should be straightforward and could be done without delay. The Plaintiffs further say that members are entitled to access accurate and verified election results, and that the failure or refusal to provide such information prevents meaningful verification of the ratification vote.
17. The Plaintiffs say that the Irregularities combined with the absence of disclosure, raises serious concerns regarding transparency, accuracy, and the integrity of the voting process.

PART 3. LEGAL BASIS

Article 11 (H) (f) BC HEU Code

18. Article 11 (H) of the Hospital Employees' Union Constitution and By-Laws which states:
 - a) **Voting:** Eligible members in each Local shall vote individually on the proposed terms of settlement. Where a vote is conducted in person and wherever practical, eligible Members on all shifts shall be provided with an opportunity to cast a ballot.
 - b) **Eligibility:** At the time of ratification, the union will establish what format the secret ballot will take and communicate that to the members. This could include the expanded use of advance polls and the use of new technologies. The union will ensure that every voting member casting a ballot is eligible to vote.
 - c) **Secret Vote:** All voting on proposed terms of settlement shall be by secret ballot, conducted in accordance with established balloting procedures. Only the official ballot shall be used for voting.
 - d) **Count & Report:** On a date arranged in conjunction with the Provincial Office, Burnaby Site, the scrutineers shall claim the ballots, count the vote and telephone the result to the Provincial Office, Burnaby Site.

- e) **Return of Ballots:** A written confirmation, signed by the scrutineers and the Secretary or Chairperson of the Local, shall be mailed to the Provincial Office, Burnaby Site, immediately following the vote.
- f) **Membership decision:** The decision to ratify or reject a tentative agreement shall be made by a majority of the ballots cast.

For Provincial or Multi-site votes, a Membership decision shall prevail:

- i) by two-thirds (2/3) of the eligible Locals voting in the majority, and
- ii) by fifty per cent (50%) of all eligible voting Members voting in the majority.

Test for Injunctive Relief

19. The three-stage test for interlocutory injunctions as outlined at page 332 and 333 of *RJR -Macdonald v Canada* 111 D.L.R (4th) 385 and interpreted as follows:

- a) Serious question to be tried;
- b) Irreparable harm without the granting of an injunction;
- c) The balance of convenience analysis between granting the remedy and refusing to grant the remedy.

20. The Honourable Court has recognized that the main question on an injunction application "is whether the granting of an injunction is just and equitable in all of the circumstances of the case".

Teal Cedar Products Ltd. V Rainforest Flying Squad, 2022 BCCA 26

21. The affidavit evidence will demonstrate each of the Irregularities, which are all independently worthy of further discovery. The Irregularities were outlined in the facts section.

22. The number of locals reported in support of the Tentative Agreement changed after comments were made about Article 11 (H) (f) of the HEU Code. There are potential discrepancies between the locals listed in the collective agreement and those identified in the vote for the Tentative Agreement. There are inconsistencies with respect to some members receiving votes in multiple locals and others who did not.

23. There are further general questions about the one vote per one local process. Individuals who are no longer members of the HEU also received votes. Each of the items listed in this paragraph raises serious questions.
24. There will be irreparable harm to the Plaintiffs and the collective HEU members without the granting of an injunction. The Plaintiffs will lose the benefit of immediately negotiating a better collective bargaining agreement.
25. HEU members that retire or otherwise stop working between now and the Irregularities are fully dealt with will lose the benefit of a potentially better collective bargaining agreement. The potential for certain types of benefits will be deprived for some people.
26. If an injunction is not granted, then the Tentative Agreement will continue to be implemented and become much harder to unwind.
27. There may be further irreparable harm to the Plaintiffs and others that cannot be quantified at this stage. Additional information about the Irregularities may reveal further issues and problems.
28. The balance of convenience assessment involves consideration of whether an injunction is in public interest. The evidence shows serious problems with the voting procedure for one of the largest unions in the province. The public interest requires an interim removal of an election result that could be severely tainted and effects many individuals.
29. The public interest also needs to take a protective role given the nature and extent of the Irregularities.

Document Disclosure

30. The general rules regarding production of documents are outlined at Rule 7-1 of the *Supreme Court Civil Rules* - BC REG 168/2009 (The "*Supreme Court Civil Rules*"). The normal course for document disclosure should be bypassed due to consideration of the objects of the *Supreme Court Civil Rules*.

Objects of the Supreme Court Civil Rules

31. Rule 1-3 (1) of the *Supreme Court Civil Rules* (BC REG 168/2009) which states:

1-3 (1) The object of these Supreme Court Civil Rules is to secure the just, speedy and inexpensive determination of every proceeding on its merits.

32. Rule 13-1 (19) of the *Supreme Court Civil Rules* states:

When making an order under these Supreme Court Civil Rules, the court may impose terms and conditions and give directions it considers will further the object of these Supreme Court Civil Rules.

33. The granting of an injunction is supported by the objects of the *Supreme Court Civil Rules*. The Irregularities require an investigation and just action. An injunction provides the space for Plaintiffs and other HEU members to investigate the Irregularities while pausing the implementation of the Tentative Agreement. An injunction allows for a more speedy and inexpensive result because the implementation of the Tentative Agreement is paused at an earlier stage.
34. For this matter to proceed in a just and speedy manner, the Plaintiffs need an order which compels Simply Voting Inc. to provide forthwith all information and documents in the possession related to the Ratification Vote. Strict reliance on the rules regarding the production of documents leads to potentially significant delays in production of documents and the delays cause an unjust result.

PART 4. MATERIAL TO BE RELIED ON

1. The Notice of Civil Claim that is being filed contemporaneously to this application.
2. Affidavit #1 of James Seldon.
3. Affidavit #1 of Laura Bollivar.
4. Affidavit #1 of Shannon Calhoun to be filed on February 17, 2026.
5. Affidavit #1 of Courtney Parobec to be filed on February 17, 2026.
6. Additional affidavits provided during the week of February 17, 2026.

TO THE PERSONS RECEIVING THIS NOTICE OF APPLICATION: If you wish to respond to this notice of 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 to at the hearing of this application, and
 - ii. has not already been filed in this 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 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).

Date: February 13, 2026



Signature of ARPAN PARHAR
Lawyer for the Applicants

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:

Dated: _____
[dd/mm/yyyy]

Signature of ☐ Judge ☐ Associate Judge

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
- ☒ none of the above



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VANCOUVER REGISTRY

IN THE SUPREME COURT OF BRITISH COLUMBIA

BETWEEN

SHANNON CALHOUN, KIM PARKINSON and
COURTNEY PAROBEC

PLAINTIFFS

AND

HOSPITAL EMPLOYEES' UNION
SIMPLY VOTING INC.

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, Shannon Calhoun, Acute Sites Patient Registration Supervisor, has an address for service c/o ALG Lawyers, 205-2890 Garden Street, Abbotsford, BC, V2T 4W7.
2. The Plaintiff, Kim Parkinson, Pharmacy Assistant, has an address for service c/o ALG Lawyers, 205-2890 Garden Street, Abbotsford, BC, V2T 4W7.
3. The Plaintiff, Courtney Parobec, Registration Clerk and Switchboard Operator, has an address for service c/o ALG Lawyers, 205-2890 Garden Street, Abbotsford, BC, V2T 4W7.
4. The Defendant, Hospital Employees Union (the "HEU"), is an employee union, with an address for service c/o Koskie Glavin Gordon, 1630-1177 West Hastings Street, Vancouver, BC, V6E 2K3.

5. The Defendant, Simply Voting Inc., is a company incorporated under the laws of Quebec, with a business address 502-5160 Bd Decaire, Montreal Quebec, H3X 2H9.

Basic Facts

6. The HEU represents over 60,000 public and private healthcare workers in British Columbia, including all the Plaintiffs.
7. The Facilities Bargaining Association (the "Bargaining Committee") is a multi-union group that negotiates labour agreements for several public health care workers' unions, including members of the HEU. Over 95 per cent of the workers covered by the Bargaining Committee are members of the HEU.
8. On November 17, 2025, the Bargaining Committee reached a tentative collective bargaining agreement (the "Tentative Agreement") with the Province of British Columbia.
9. Article 11(H)(f) of the HEU Constitution and By-Laws requires ratification of a tentative agreement by both: (i) a two-thirds majority of eligible locals, and (ii) a simple majority (50%) of all eligible voting members.
10. Between December 15, 2025, and December 19, 2025, members of the HEU voted on ratification of the Tentative Agreement (the "Vote").
11. The Defendant, Simply Voting Inc., was responsible for administering the Vote.

Mathematical Threshold based on Article 11 (H) (f)

12. Based on the reported total of 161 eligible locals, the mathematical calculation for the two-thirds threshold is as follows:
 - a) Total eligible locals: 161
 - b) Two-thirds of 161 locals: $161 \div 3 \times 2 = 107.33$ locals

c) Minimum number of locals required for ratification: 108 locals

13. The minimum number for locals must be rounded up from 107.33 because a local cannot be divided.

Events after the Vote

14. On December 19, 2025, the HEU sent an email to all members stating that the Tentative Agreement had been ratified, with 54.2% of the Vote cast in favour.

15. The Vote indicated that 107 out of 161 locals (66.45%) voted in favour of the Tentative Agreement. The 107 number was less than the required two-thirds majority.

16. The voting results were provided by 2 members of the Bargaining Committee. Some members of the HEU then pointed out that the number of locals reported as voting in favour of the Tentative Agreement was less than the two-thirds threshold required for ratification.

17. On December 22, 2025, members of the HEU were informed that the numbers reported on December 19, 2025, were described as unofficial. In fact, 108 locals voted in favour of the Tentative Agreement. The change was later attributed to an error in counting or defining what constituted a majority vote within a local.

18. The December 22, 2025, correspondence from the HEU stated:

“The final overall local results are as follows:

161 locals voted

108 locals voted in favour

53 locals voted against

The result of 108 locals meets the required two-thirds majority of locals. Also, with a 54% majority (including the constituent unions), the FBA agreement is ratified.

You may have seen a different number on social media, on unofficial HEU channels, which was incorrect.

To ensure transparency and clarity, we are releasing the final, verified local-by-local vote results together with this message. If you are interested in a further breakdown of the results, please see the breakdown by locals here”.

19. The only documents related to the Vote that have been provided thus far are a Microsoft spreadsheet provided on December 27, 2025 which reveals that 39 out of 158 locals (24.7%) were decided by margins of 10 votes or fewer, making the results exceptionally susceptible to minor irregularities affecting the outcome.

20. Thirty-four (34) locals were decided by 2-9 votes. The following locals were decided by one vote:

- a) Lillooet/Lytton Local: Yes 16, No 16 (TIE).
- b) Castlegar Local: Yes 38, No 39.
- c) South Delta Local: Yes 70, No 69.
- d) Sparwood Local: Yes 2, No 1.
- e) St. Vincent's Local: Yes 136, No 137.

The Irregularities

21. The following irregularities (the “Irregularities”) exist with the Vote.

- a) Increase in locals that voted yes from December 19, 2025, until December 22, 2025.

- b) The list of locals reported as voting does not align with the list of locals identified in the collective agreement.
- c) Some former members of the HEU reported receiving digital voting access for the Tentative Agreement despite being ineligible.
- d) Members of the HEU that worked in multiple locals at the time of voting have reported inconsistencies in voting access for the Tentative Agreement. Some members of the HEU reported they received voting access in multiple locals while others reported receiving voting access only in one local.

22. The Plaintiffs disagree with the HEU's assertion that the discrepancy in the number of locals voting in favour of ratification resulted merely from an unofficial internal report. The Plaintiffs believe that the internal report referred to by the HEU was, in fact, the actual report produced by Simply Voting and relied upon in reporting the voting results.

Disclosure of information related to the Irregularities

23. The Plaintiffs, Shannon Calhoun and Courtney Parobec, and other members of the HEU asked the HEU executive members to clarify the Irregularities. However, neither the Plaintiffs nor the other members of the HEU received any adequate response.

24. On January 7, 2026, counsel for the Plaintiffs wrote to the HEU President and the HEU Secretary outlining concerns regarding the locals, ballots, transparency and requested several documents related to the voting process.

25. On January 21, 2026, counsel for the HEU President and the HEU Secretary responded, outlining that the change in locals who voted yes was due to an initial misapprehension of what constitutes a majority vote in a local. The disclosure requests were not met.

26. The Irregularities raise serious concerns regarding transparency, accuracy, and the integrity of the voting process.

Part 2: RELIEF SOUGHT

- a. Interim injunctive relief stopping the implementation of the Tentative Agreement.
- b. General, Specific and Punitive Damages against each of the Defendants from the failure to properly document voting procedure.
- c. Interest under the *Court Order Interest Act*, RSBC 1996, c 79.
- d. Costs from each of the Defendants.
- e. Such further and other relief as the Honourable Court may deem just.

Part 3: LEGAL BASIS

1. The Plaintiffs plead the following statutes and any amendments:
 - a) *Law and Equity Act*, RSBC 1996, c. 253;
 - b) *Negligence Act*, RSBC 1996, c. 333; and
 - c) *Court Order Interest Act*, RSBC 1996, c. 79.
2. The Defendant, Hospital Employee Union, actions of negligence included but are not limited to:
 - a) Failure in ensuring that only eligible members of the HEU received votes for ratification of the Tentative Agreement.
 - b) Failure in ensuring that all eligible members of the HEU received electronic ballots for the election.
 - c) Misreporting of election results.
 - d) Potential manipulation of the election results.
 - e) Additional reasons as outlined in an Amended Notice of Civil Claim or otherwise by counsel.
3. The Defendant, Simply Voting Inc.'s actions of negligence included but are not limited to:
 - a) Failing to ensure that only eligible members of the HEU received votes for ratification of the Tentative Agreement.
 - b) Failure in ensuring that all eligible members of the HEU received electronic ballots for the election.
 - c) Lack of adequate response to the concerns of the Plaintiffs and or other members of the HEU upon learning about the Irregularities.
 - d) Failing to release information and records related to the voting of the Tentative Agreement.
 - e) Additional reasons as outlined in an Amended Notice of Civil Claim or otherwise by counsel.

4. The three-stage test for interlocutory injunctions as outlined at page 332 and 333 of *RJR -Macdonald v Canada* 111 D.L.R (4th) 385 and interpreted as follows:

- a) Serious question to be tried;
- b) Irreparable harm without the granting of an injunction;
- c) The balance of convenience analysis between granting the remedy and refusing to grant the remedy.

5. Article 11 of the Hospital Employees Union Constitution and By-Laws which states:

- a) **Voting:** Eligible members in each Local shall vote individually on the proposed terms of settlement. Where a vote is conducted in person and wherever practical, eligible members on all shifts shall be provided with an opportunity to cast a ballot.
- b) **Eligibility:** At the time of ratification, the union will establish what format the secret ballot will take and communicate that to the members. This could include the expanded use of advance polls and the use of new technologies. The union will ensure that every voting member casting a ballot is eligible to vote.
- c) **Secret Vote:** All voting on proposed terms of settlement shall be by secret ballot, conducted in accordance with established balloting procedures. Only the official ballot shall be used for voting.
- d) **Count & Report:** On a date arranged in conjunction with the Provincial Office, Burnaby Site, the scrutineers shall claim the ballots, count the vote and tele phone the result to the Provincial Office, Burnaby Site.
- e) **Return of Ballots:** A written confirmation, signed by the scrutineers and the Secretary or Chairperson of the Local, shall be mailed to the Provincial Office, Burnaby Site, immediately following the vote.
- f) **Membership decision:** The decision to ratify or reject a tentative agreement shall be made by a majority of the ballots cast.

For Provincial or Multi-site votes, a membership decision shall prevail:

- i) by two-thirds (2/3) of the eligible locals voting in the majority, and
- ii) by fifty per cent (50%) of all eligible voting members voting in the majority.

6. If administrative issues are raised by the Defendant BCHEU, caselaw and rules regarding concurrency of proceedings in a supreme court and administrative setting.

Canada (Attorney General) v. Telezone Inc., 2010 SCC 62
Canada (Attorney General) v. McArthur, 2010 SCC 63
Strickland v. Canada (Attorney General), 2015 SCC 37

7. Rule 1-3 (1) of the *Supreme Court Civil Rules (BC REG 168/2009)* (the *Supreme Court Civil Rules*) outlines that "the object of the *Supreme Court Civil Rules* is to secure the just, speedy and inexpensive determination of every proceeding on its merits".
8. Rule 13-1 (9) of the *Supreme Court Civil Rules* outlines that when making an order, "the court may impose terms and conditions and give directions it considers will further the object of these *Supreme Court Civil Rules*".
9. Any other statutes, caselaw and principles that counsel advises.
10. The inherent jurisdiction of the honourable court.

| | |
|--|--|
| Plaintiff's address for service: | c/o ALG Lawyers Barristers and Solicitors #205 – 2890 Garden Street Abbotsford, BC V2T 4W7 |
| Fax number address for service (if any): | N/A |
| E-mail address for service (if any): | reception@alglawyers.ca |
| Place of trial: | Vancouver Law Courts |
| The address of the registry is: | 800 Smithe Street Vancouver, BC V6Z 0C8 |

Date: February 13, 2026



Signature of Arpan Parhar
Lawyer for the Plaintiffs

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.

Filed/Prepared by:

ALG Lawyers

Barristers & Solicitors

#205 - 2890 Garden Street

Abbotsford, BC V2T 4W7

Telephone: (604) 852-5100

Attention: Arpan Parhar

File No.: 80881

Form 11 (Rule 4-5(2))

ENDORSEMENT ON ORIGINATING PLEADING OR PETITION
FOR SERVICE OUTSIDE BRITISH COLUMBIA

[Rule 22-3 of the Supreme Court Civil Rules applies to all forms.]

The Plaintiff claims the right to serve this pleading/petition on the Defendant outside British Columbia on the ground that the proceeding is founded on a tort committed in British Columbia, pursuant to the *Court Jurisdiction and Proceedings Transfer Act*, SBC 2003, c. 28, section 10(g).

Appendix

Part 1: CONCISE SUMMARY OF NATURE OF CLAIM:

The Notice of Civil Claim arises from the ratification vote (The "Vote") of a collective bargaining agreement involving the Defendant Hospital Employment Union (the "HEU") and the Government of British Columbia. The Plaintiffs are members of the HEU. There were several irregularities with the Vote including non-members receiving votes, members receiving multiple votes on an inconsistent basis and increase in reported locals that voted yes. The Irregularities result in damages and require judicial intervention.

Part 2: THIS CLAIM ARISES FROM THE FOLLOWING:

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:

1. Law and Equity Act, RSBC 1996, c. 253 and any amendments thereto.
2. *Negligence Act*, RSBC 1996 c. 333 and any amendments thereto.