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Form 10
[Rule 3.25]

COURT FILE NUMBER 1503-01900

COURT COURT OF QUEEN'S BENCH OF ALBERTA

JUDICIAL CENTRE EDMONTON

PLAINTIFF DR. ANNY SAUVAGEAU

DEFENDANTS HER MAJESTY THE QUEEN IN RIGHT OF ALBERTA AS REPRESENTED BY THE DEPARTMENT OF JUSTICE AND ATTORNEY GENERAL; MARYANN EVERETT; DONAVON YOUNG, TIM GRANT, KIM ARMSTRONG, JONATHAN DENIS, Q.C.

DOCUMENT STATEMENT OF CLAIM



ADDRESS FOR SERVICE AND CONTACT INFORMATION OF PARTY FILING THIS DOCUMENT

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File No: 116 - 2015 AG

NOTICE TO DEFENDANTS

You are being sued. You are a defendant.

Go to the end of this document to see what you can do and when you must do it.

Note: State below only facts and not evidence (Rule 13.6)

Statement of facts relied on:

1. The Plaintiff resides in the City of Edmonton, in the Province of Alberta. She is a physician licensed to practice medicine pursuant to the *Health Professions Act*, RSA 2000 c. H-7. Her specialty is forensic pathology. As such, her job opportunities are limited.
2. The Plaintiff is a Canadian citizen.
3. The Defendant Donavon Young was at all times material hereto until May 11, 2014, Assistant Deputy Minister of Justice Services Division of Alberta Justice and Solicitor General.
4. The Defendant Maryann Everett was the Assistant Deputy Minister of Justice Services Division of Alberta Justice and Solicitor General from May 12, 2014 to September 30, 2014.
5. The Defendant Tim Grant was at all times material hereto the Deputy Minister, Justice and Solicitor General. He is not a lawyer.
6. The Defendant Kim Armstrong was initially Assistant Deputy Minister, Justice, and subsequently Associate Deputy Minister and Deputy Attorney General, Justice and Solicitor General.
7. The Defendant Jonathan Denis, Q.C., was at all times material hereto the Minister of the Department of Justice and Solicitor General.
8. The individual Defendants at all times material hereto were officers, servants or employees of the Defendant Her Majesty the Queen in Right of Alberta as represented by the Department of Justice and Solicitor General (hereafter "the Province") and acted in the course and scope of their agency or employment.

Contractual Relations

9. Commencing August 17, 2009, the Plaintiff was employed by the Province as an Assistant Chief Medical Examiner. She was promoted to Deputy Chief Medical Examiner on July 1, 2010.
10. Commencing July 1, 2011, the Plaintiff was employed by the Province as Chief Medical Examiner ("CME") for a period ending June 30, 2014 pursuant to a contract in writing (the "Contract"). The Plaintiff was entitled to receive a bi-weekly salary of \$12,879.87 plus a bi-weekly Administration Modifier of \$459.77, each payable in bi-weekly installments.

11. In addition, the Plaintiff was entitled to receive benefits including vacation and illness leave, medical and dental benefits, education, special and parental leave, payment of professional membership fees, and use of an automobile.
12. By amending agreement dated August 23, 2012, and effective July 1, 2011, the Plaintiff's bi-weekly salary was increased to \$13,225.00 and the bi-weekly Administration Modifier was increased to \$727.97, each payable in bi-weekly installments.
13. By letter Agreement dated November 14, 2012, the bi-weekly Administration Modifier was increased to \$1,322.49 effective January 1, 2013.
14. It was an implied term of the Contract that the Province, its servants and officers, including the individual Defendants, would deal with the Plaintiff honestly, fairly and in good faith, and not lie to her or mislead her about her performance.
15. By virtue of the special relationship between the Plaintiff and the Defendants, the Defendants and each of them owed the Plaintiff a duty of care to make representations to the Plaintiff that were true, accurate and not misleading.
16. As all times material hereto, the Plaintiff performed her duties as Chief Medical Examiner faithfully and diligently with a view to serving the best interests of Albertans.

Independence and Autonomy of the Chief Medical Examiner and her Office.

17. The Plaintiff, in her capacity as the Chief Medical Examiner, was responsible for those duties assigned to her pursuant to section 5(4) of the *Fatality Inquiries Act*, RSA 2000 c. F-9, as amended, including:
 - a. Reporting, investigating and recording deaths;
 - b. Supervision of medical examiners in the performance of their duties;
 - c. Development and maintenance of facilities;
 - d. Education of persons required to perform functions under the Act; and
 - e. Inspection of medical certificates of death in all cases where burial permits are issued pursuant to the Vital Statistics Act.
18. Pursuant to s. 10(2) and 11 of the *Fatality Inquiries Act*, medical examiners in Alberta, including the Plaintiff, were responsible for investigating, *inter alia*,
 - a. unexpected or unexplained deaths in Alberta;

- b. deaths that occur in potentially sensitive circumstances involving state action including, but not limited to:
- i. deaths during police intervention;
 - ii. deaths of children in foster care;
 - iii. deaths of inmates in custody; and
 - iv. deaths of formal patients in facilities defined by the *Mental Health Act*.
19. Although employed by the Province, the Plaintiff, in her capacity as Chief Medical Examiner, was, by law, operationally independent of the Province and its servants, officers and employees.
20. The independence of the Plaintiff and her office, the Office of the Chief Medical Examiner (“OCME”) is essential to protect the integrity of death investigations in Alberta, particularly when deaths involve police intervention or children in care.
21. The independence of the Office of the Chief Medical Examiner was confirmed and expressed in a number of Alberta government statements and publications, including, but not limited to:
- a. In response to newspaper stories about the tragic deaths of children while in the care of the Province, the Honourable Dave Hancock, then Minister of Human Services, provided a formal Statement which said, in part:

“The independent Office of the Chief Medical Examiner must be notified whenever there is a death of a child who was involved with the ministry.”
[emphasis added].
 - b. Similarly, the official report from the “Child Intervention Roundtable into Investigations and Reporting of Deaths and Serious Injuries” prepared by Alberta’s Department of Human Services contains this statement:

“Currently, the Office of the Chief Medical Examiner – which operates at arms length from the government – has an existing mandate to review all deaths ...” [emphasis added].
 - c. The Intranet of Alberta’s Justice Services Division of the Department of Justice and Attorney General contains this statement:

“The Property Rights Advocate’s Office and the Office of the Chief Medical Examiner operate at arm’s length from the Justice and Solicitor General Ministry, however they are supported administratively by the Division.”
[emphasis added].

Representations and Promises to renew the Plaintiff’s contract for a Five Year Term.

22. In 2013, the Province began the process of reviewing and revising the standard form medical examiner’s contracts, including the Plaintiff’s contract.
23. By the spring of 2014, the new contracts for medical examiners had still not been finalized by the Province, as a result of which all of the medical examiners, including the Plaintiff, received promises, assurances and representations from the Province that their contracts would be renewed. The Plaintiff believed, accepted and relied on these promises, assurances and representations.
24. By email dated March 7, 2014, the Defendant Kim Armstrong, on behalf of the Province, advised the Plaintiff that the contract template had been drafted and that it was with the Public Service Commissioner for review. Armstrong, on behalf of the Province, made the following promise and representation to the Plaintiff:
- “Please rest assured that it is our intention to renew your contract. We are just awaiting the appropriate template to proceed.”
25. In late March of 2014, some small contractual details such as professional membership fees were still being worked out. By email dated March 27, 2014, the Plaintiff presented a schedule for the staggered renewal of the medical examiner’s contracts, including her own. The schedule contemplated a five year renewal for the Plaintiff (July, 2014 – July, 2019) “if approved” by the Defendant Donavon Young.
26. By email dated March 27, 2014, the Plaintiff inquired of Donavon Young whether he was OK with renewing her contract for five years. By email dated March 27, 2014, Young expressed his agreement with a five year renewal provided it did not change the

severance provisions. The Plaintiff then advised Young that the severance would remain the same (26 weeks).

27. Following these exchanges of emails, there were further discussions concerning the contract templates but the promises, assurances and representations made by the Defendants to renew the medical examiner's contracts, including the Plaintiff's, were not rescinded or withdrawn.
28. During the spring of 2014, the Defendant Young assured and represented to the Plaintiff verbally on a number of occasions that the Defendant Grant, on behalf of the Province, had approved a five-year renewal of the Plaintiff's contract.
29. The Plaintiff reasonably relied on the promises, assurances and representations described in paragraphs 23 through 28 herein (hereafter collectively the "Representations"). As a result of the Representations:
 - a. the Plaintiff believed that her tenure as CME was secure and that she would be able to speak candidly and honestly with the Defendants about concerns impacting the independence of the OCME without fear of losing her job; and
 - b. the Plaintiff did not pursue other professional job opportunities.
30. By May of 2014 the contract templates were still not finished. As a result, the medical examiners whose contracts were now expiring, including the Plaintiff, were given temporary letter contract extensions with a view to having new contracts entered into once they were ready.
31. By letter dated May 26, 2014, the Plaintiff's Contract was extended to January 1, 2015 on the same terms and conditions as her previous contract and on the mutual understanding of both parties that a five year contract would be entered into once the contract templates were finished.

Unlawful Interference with the Independence and Autonomy of the Chief Medical Examiner and the OCME.

32. The Defendants owed the Plaintiff a legal duty to refrain from political or other interference with her position as Chief Medical Examiner, and a duty to maintain and uphold the independence and autonomy of the OCME.

33. Further, section 24 of the *Fatality Inquiries Act*, RSA 2000 c. F-9 provides:

“A person who hinders, obstructs or intimidates or in any way interferes with a medical examiner or an investigator in the performance of the medical examiner’s or investigator’s duties is guilty of an offence.”

34. In breach of their legal duties, and in contravention of the *Fatality Inquiries Act*, and notwithstanding the Province’s public acknowledgment of the independence of the Office of the Chief Medical Examiner, the Defendants, including the Province through its officers, servants and employees, did unlawfully interfere with medical examiners and the independence and autonomy of the Plaintiff and the OCME. Some particulars include:

Political Interference with Body Viewing Policies

- a. On two occasions, close relatives of a former Cabinet Minister (who was then an MLA) called the OCME wanting to view a body. The relatives were advised by the OCME that the body could only be viewed at a funeral home.
- b. On May 10, 2014, Mr. Peter Watson, who was then the Deputy Minister of Executive Council, contacted the OCME and pressured the death investigator to modify the policies and procedures with respect to body viewing. This was a violation of the *Fatality Inquiries Act* since Mr. Watson was not a next of kin or an interested party in the death. He contacted the OCME on behalf of a close relative of the former Cabinet Minister.

- c. On May 12, 2014, Mr. Steve MacDonald, who had been the Deputy Minister for the former Cabinet Minister, called the OCME and spoke with a medical examiner about the same case. Mr. MacDonald was trying to make sure the body would be released shortly to the family and was requesting information on the autopsy findings. Mr. MacDonald was not the next of kin or an interested party in the death.

Political Interference with Review of Cause of Death

- d. On June 24, 2014, the Office of then Premier Hancock contacted the Defendant Minister Denis to obtain information for a constituent on how he could request a cause of death to be reviewed. The Plaintiff drafted a letter for Minister Denis' signature, informing Premier Hancock of the OCME process and providing him with a draft answer for his constituent. Instead of following the OCME process as instructed, Premier Hancock wrote directly to the medical examiner on the case and requested that the medical examiner undertake a review of the cause of death. This constituted direct interference in the performance of the medical examiner's duties in violation of the *Fatality Inquiries Act* by Premier Hancock who, as Minister of Human Services, had previously confirmed the independence of the OCME.
- e. Following receipt of Premier Hancock's letter addressed to the medical examiner, the Plaintiff wrote to Premier Hancock on August 8, 2014 and advised him that despite his request, the OCME would follow the usual procedure.

Bureaucratic Interference with the Plaintiff's correspondence

- f. On August 8, 2014, Assistant Deputy Minister Maryann Everett unlawfully ordered one of the Plaintiff's staff, without the knowledge or consent of the Plaintiff, to withdraw the Plaintiff's letter to Premier Hancock from the Canada Post mail bag and to shred it because the letter had not been pre-approved by the Defendant Tim Grant.

- g. The staff member withdrew the letter but did not shred it. On August 11, 2014, the staff member informed the Plaintiff of the events that had transpired and delivered the Plaintiff's letter back to her.
- h. On August 11, 2014, the Plaintiff complained to the Defendant MaryAnn Everett of this inappropriate and unlawful behavior.
- i. On August 14, 2014, Everett acknowledged that she had instructed the staff member to destroy the letter.

Political Interference with OCME employment decisions

- j. In the spring of 2014, an employee of the OCME at the morgue in Edmonton reported that another employee was going to come with a gun and kill everyone. Both employees were suspended by the Plaintiff on the recommendation of Human Resources pending an investigation.
- k. After the investigation, Human Resources recommended that the Plaintiff fire the employee who had made the complaint because the complaint was malicious.
- l. A meeting was scheduled with Human Resources, the Union and the employee. Just prior to the meeting, the Defendant Everett, at the request of the Defendant Grant, asked the Plaintiff if there was a family connection between the employee and a prominent member of the Progressive Conservative Party. The Plaintiff advised she did not know. The Defendant Everett then advised the Plaintiff that the Defendant Grant was forbidding the firing of the employee because it was feared she might be a family relative of the Deputy Chief of Staff, Operations, for then Premier Hancock, and now Premier Prentice.

Exclusion of the Chief Medical Examiner and the OCME from pertinent meetings and correspondence

- m. On multiple occasions, the Defendant Everett, acting in bad faith and without any statutory authority, deliberately excluded the Plaintiff from meetings and email

exchanges about matters directly related to the operations of the OCME and directly under the responsibilities of Plaintiff in her capacity as the Chief Medical Examiner under the *Fatality Inquiries Act*, and specifically, the handling of bodies at the death scene.

- n. Everett excluded the Plaintiff from pertinent meetings and discussions for the purpose of harming the Plaintiff.
- o. On July 15, 2014, a lawyer from Alberta's Legal Services sent to the Plaintiff previous email exchanges that she should have received. After the Plaintiff thanked the lawyer for her intervention, the lawyer wrote "You're welcome. You should be part of all of these discussions."
- p. On July 16, 2014, the Executive Director of the Financial Operations and Procurement Branch raised the issue of the OCME and CME being excluded when they should be the lead. He wrote "I would also like to know how OCME is involved in this process as they are the lead on this project".

Prohibiting the Plaintiff from refuting misinformation provided by the Alberta Funeral Services Association

- q. In July 2014, Defendant Everett unlawfully prohibited the Plaintiff from sending a letter to all Fire Chiefs to refute misinformation provided by the Alberta Funeral Services Association to the Fire Chiefs about the handling of bodies at the death scene. The Defendant Everett stated that all letters written by the Plaintiff to stakeholders had to be pre-approved by the Defendant Grant because the Plaintiff's job "was to make the Minister look good."

Interference with the Plaintiff's role as CME

- r. Shortly after the Plaintiff was named Chief Medical Examiner in 2011, she received a letter from Egale Canada, an advocacy group for Canadian lesbian, gay, bisexual and transgender (LGBT) people and their families. The letter

requested the Plaintiff to provide data on deaths by suicide of LGBT youth in Alberta. The Plaintiff mentioned the letter in passing to the Defendant Armstrong, then the Assistant Deputy Minister.

- s. The Defendant Armstrong then informed the Plaintiff that she had answered the letter from Egale Canada, claiming that she was directly responsible for the Office of the Chief Medical Examiner. Armstrong's claim had no basis in law.
- t. The Plaintiff voiced her concerns to Armstrong, making it clear that she (the Plaintiff) was responsible for the OCME, not Armstrong.
- u. At a subsequent annual meeting of the National Forum of Chief Coroners and Chief Medical Examiners, the Plaintiff learned that she was the only Chief in Canada to have encountered such interference. All other Chief Coroners and Chief Medical Examiners had received similar letters from Egale Canada and had answered the letters themselves.

Self-serving Letter of Expectation

- 35. The Plaintiff expressed to the Defendant Everett on many occasions concerns about frequent bureaucratic and political interference with the OCME. Instead of addressing the Plaintiff's concerns honestly and in good faith, the Defendant Everett, acting in bad faith, wrote the Plaintiff a self-serving Letter of Expectation dated July 29, 2014 accusing the Plaintiff, *inter alia*, of failing to recognize Everett as her supervisor, and suggesting that the Plaintiff's behavior was perceived as being "disrespectful, undermining and inappropriate."
- 36. Prior to the Letter of Expectation, the Plaintiff's performance evaluations had always been rated as superior. The Letter of Expectation was harmful, spiteful and vindictive.
- 37. Further, there was no basis in law for Everett's self-aggrandizing claim that she was the Plaintiff's supervisor. Everett's role was to provide administrative support.

38. The Letter of Expectation was delivered to the Plaintiff for the purpose of harming the Plaintiff and as a means of retaliation and reprisal because:

- a. the Plaintiff questioned the appropriateness of political and bureaucratic interference with her office, and
- b. the Plaintiff defended the independence of the OCME.

39. In June of 2014, the Organizational Development and Effectiveness Team of Human Resources proposed a Workforce Development plan to improve staff engagement at the OCME. One of the suggestions was an executive coach for the Plaintiff. The plan was not because of any performance issues on the part of the Plaintiff. In fact, the plan recognized that the Plaintiff was passionate about her work and wanted to foster a work environment with accountability, fairness, respect and a high level of services.

40. In the Letter of Expectation, the Defendant Everett, acting in bad faith, unfairly and improperly twisted the plan for an executive coach into a clandestine means to address so-called performance issues, none of which were genuine.

41. Further, acting in bad faith, the Defendant Everett stated that the Corporate Employee Survey indicated areas of concern (low morale) in the OCME. This statement was disingenuous and was fabricated by Everett with a view to discredit the Plaintiff. In fact:

- a. The Employee Survey was completed in the fall of 2013. No mention was made of the Employee Survey during the Plaintiff's performance evaluation conducted by the Defendant Donovan Young in April of 2014. The Employee Survey did not become an "issue" until June of 2014 when the Defendant Everett was searching for reasons to discredit the Plaintiff.
- b. The Employee Survey documented a number of factors which may have influenced the survey results, none of which were related to the Plaintiff or to the performance of her role as Chief Medical Examiner:

- i. Management reduction

- ii. Pension Plan changes
- iii. Union-employer relations
- iv. Compensation (e.g. freeze on management salary range);
- v. Management over range
- vi. Budget constraints

c. Employee engagement results for the OCME showed a slight **improvement (2%)** from 2012 to 2013. By comparison, employee engagement results for the Department of Justice and Solicitor General (under the leadership and supervision of the individual Defendants) showed a marked **decline (10%)** during the same period of time.

42. By letter dated July 31, 2014, the Plaintiff advised the Defendant Denis of her concerns about bureaucratic and political interference with the OCME, and the consequences of such interference on the integrity of the death investigation system. In particular, the Plaintiff advised the Defendant Minister Denis:

“Without such independence, I do not see how Albertans could maintain their trust in the work of the OCME, particularly when it comes to establishing cause and manner of death in children dying in foster care, inmates dying in custody, or in deaths during police intervention.”

43. The Defendant Denis owed the Plaintiff a duty to give appropriate regard to the legitimate concerns she raised as CME on behalf of Albertans, and to act reasonably and not capriciously or arbitrarily. In breach of his duty, the Defendant Denis ignored the Plaintiff. He did not offer to meet with the Plaintiff nor did he provide any assistance to her. The Defendant Denis also failed to provide any or any adequate supervision of the Defendants Grant and Everett, as a result of which their unwarranted and unlawful campaign to harm and discredit the Plaintiff and interfere with her independence continued to escalate.

44. The Plaintiff received no response from the Defendant Denis. Instead, the Plaintiff received a letter dated August 14, 2014 from the Defendant Tim Grant in his capacity as Deputy Minister of the Department of Justice and Solicitor General in which he stated:

“The key point of disagreement appears to be the extent of the CME’s independence.”

45. Acting in bad faith, and with a view to harming and discrediting the Plaintiff, Grant then brazenly repudiated the government’s public pronouncements about the independence of the OCME by advising the Plaintiff, in private:

“The OCME is part of the department and cannot operate arms-length from it.”
[emphasis added].

46. Acting in bad faith, and in a self-serving attempt to deflect the real issue – namely the issue of political interference – the Defendant Grant disingenuously referred to the Letter of Expectation and advised that the Plaintiff was thereby put “on notice” of what “we require of you in your position.”

47. The Plaintiff and the Defendant Grant met on August 19, 2014. At this meeting, the Plaintiff advised Grant that the government could not declare that the OCME was arm’s length and independent in public but then say the opposite in private. The Plaintiff also advised Grant that she had filed a complaint with the Public Interest Commissioner pursuant to the *Public Interest Disclosure (Whistle Blower) Protection Act*, SA 2012 c. P-39.5

Improper Manipulation of the Role of Executive Coach

48. Meanwhile, the Province misused the concept of “Executive Coach” for ulterior, improper and self-serving purposes. The Province gave the Plaintiff a list of three possible coaches, each of whom would be interviewed by the Plaintiff with Human Resources present. The Plaintiff was instructed to limit her questions to those contained in the interview guide, and was advised that Human Resources would make the final decision as to who her Executive Coach would be.

49. By emails dated September 22, 2014, the Plaintiff advised Human Resources that she was not comfortable with them being involved in the choice of her Executive Coach, and that Human Resources were being used by the Defendant Everett in her retaliation campaign.
50. On September 23, 2014, the Plaintiff met with Jim Beaubien, one of the coaches proposed by Human Resources. The Plaintiff did not limit her questions to those contained in the interview guide and thereby learned, to her shock and dismay, that Mr. Beaubien was a friend of the Defendant Everett and her husband, that he had discussed with the Defendant Everett the possibility of him becoming the Plaintiff's executive coach, and that if he identified weaknesses, he would have to testify in court about such weaknesses if requested to do so by the Province.
51. Acting in bad faith, the Defendants Everett and the Province misused and manipulated the executive coaching plan in order to undermine the Plaintiff's integrity, damage her good name and reputation and to find "dirt" which the Province could use against her.

Additional Interference with Death Investigations

52. In the summer of 2014, the Plaintiff received additional pressure from the Province to change the OCME's policies and procedures regarding, *inter alia*, the admission of bodies into the morgue in order to accommodate requests from the Alberta Funeral Services Association.
53. The Plaintiff viewed this request as unwarranted interference with the independence of her office, since body admission is an integral component of death investigation.
54. By letter dated August 29, 2014, the Defendant Grant, who is not a lawyer, trivialized the Plaintiff's concerns by stating "every minute detail connected with admission or release of bodies does not automatically fall within the OCME's area of authority"
55. In the same letter, the Defendant Grant, acting in bad faith and with a view to discrediting the Plaintiff, demeaned the Plaintiff's office as Chief Medical Examiner, repudiated the

broad scope of her statutory authority under the *Fatality Inquiries Act*, and humiliated the Plaintiff by stating:

“These are not issues that a forensic pathologist should be spending time on.”

56. By letter dated September 23, 2014, the Plaintiff wrote to Premier Prentice expressing her concerns about interference with the independence of the OCME. Her concerns included:

- a. The Defendant Everett told the Plaintiff “Your job is to make the Minister look good”;
- b. The Defendant Everett also told the Plaintiff “You think too much of the taxpayers.” In this regard, the Plaintiff had been subject to intense pressure to approve amendments to the body transportation contracts in order to appease the Alberta Funeral Services Association and “the rural vote.” The Plaintiff opposed a more generous contract because rates for body transportation paid by the OCME had already increased 260 percent since 2005 for the first 20 kilometers of body transportation, and the fee for additional kilometers had increased by 71 percent.
- c. The OCME had been pressured to accept modifications to its policies on body admission and body release.
- d. The lack of independence of the OCME threatened the integrity of the death investigation system.

57. The Plaintiff made it clear to the Premier that she had no political agenda and that she felt accountable to Albertans for protecting the integrity of the death investigation system. She sought the Premier’s help in implementing the system that Albertans deserve.

58. The Plaintiff attached to her letter to the Premier a Briefing Note which she prepared dated September 17, 2014 in which she recommended that the current fee schedule for the transportation of bodies be maintained. She pointed out that the OCME would be

spending an additional \$3,030,000 to accommodate the requests of the Alberta Funeral Services Association for a three year contract.

59. The Plaintiff also documented complaints received by the OCME regarding body transportation services. These complaints included:

- a. Body of the deceased being placed for transportation in open box of pickup truck;
- b. Funeral services staff taking pictures of crime scenes for personal collections;
- c. Funeral services staff explaining cause and manner of death to next of kin in circumstances where there was a police holdback on such information;
- d. Funeral services staff misrepresenting themselves at the scene as being OCME staff, a Medical Examiner, or even the Chief Medical Examiner;
- e. Funeral services staff advertising their own businesses while providing services for the Government of Alberta;
- f. Funeral services staff advising a family that they had no choice but to use their services for funeral services, because they provided the body transportation service;
- g. Funeral services staff attending a death scene wearing inappropriate clothing (from dirty attire to inappropriate attire such as an artistic skating costume);
- h. Funeral homes charging both the OCME and the next of kin for the same body transportation service;
- i. Funeral homes overcharging the OCME for body transportation outside of the fee schedule in the *Fatality Inquiries Regulation*.

60. The Plaintiff also sent a copy of the Briefing Note to the Defendant Everett and the Auditor General.

61. By letter dated September 25, 2014, Premier Prentice advised the Plaintiff that because she had been in contact with the Public Interest Commissioner, he would not intervene nor respond to the Plaintiff's request to meet with him.
62. The next day, notwithstanding the Representations that the Plaintiff had been given by and on behalf of the Defendants, the Defendant Grant, acting in bad faith, advised the Plaintiff that her employment contract would not be renewed. No reasons were given.
63. Grant's letter was sent by and on behalf of the other Defendants, and with their knowledge and consent.
64. The failure to renew the Plaintiff's contract of employment was dishonest, unjustified and without just cause, was carried out in bad faith, and in the circumstances of this case is equivalent to termination and wrongful dismissal.
65. Further, the Defendant the Province, through its officers and servants, breached their contractual duty of honesty and good faith by failing to renew the Plaintiff's contract for a term of five years, as promised.
66. Upon being advised that her contract would not be renewed, the Plaintiff suffered profound anxiety, insomnia and mental distress. The Plaintiff has also suffered loss of income and benefits in the amount of \$2.1 million for the five year term. It was foreseeable by the Defendants that the Plaintiff would suffer such damage and losses.

The new body transportation contract

67. Notwithstanding the Plaintiff's genuine and well-documented concerns, a new body transportation contract was prepared by the Province as a result of direct meetings between the Department of Justice and Solicitor General and the Alberta Funeral Services Association but without the involvement of the Plaintiff or the OCME.
68. By email dated December 4, 2014, an accountant from the OCME raised concerns about the new contract, including the enforcement of internal controls and value for money. The new fee structure was negotiated with industry and was not supported by any

economic study or any business analysis of the cost. Internal OCME analysis had indicated that the fee structure from the previous contract was adequate. The new fee structure projected significant cost increases and the payment of fees not covered by the contract.

69. The Plaintiff was wrongfully excluded from the negotiations regarding the new body transportation contract because her views as CME did not reflect the views of the Defendants.
70. Through legal counsel, the Plaintiff sought meetings to discuss the decision not to renew her contract and to address her concerns. The Province declined the offer.

Bad faith

71. The Plaintiff's wrongful dismissal and the failure to renew her contract was undertaken and carried out by the Defendants in bad faith, particulars of which are as follows:
 - a. The Province, its officers and employees, made public statements about the independence and arms-length office of the OCME which were contradicted in private communications with the Plaintiff;
 - b. The Defendant Everett created the self-serving Letter of Expectation not for any valid or good faith employment purposes, but for the purpose of discrediting the Plaintiff and setting her up for dismissal or the non-renewal of her contract;
 - c. The decision not to renew the Plaintiff's contract was in direct contravention of the assurances, promises and representations made by Armstrong, Young and Grant, both verbally and in writing, that the Plaintiff's contract would be renewed for five years;
 - d. The Plaintiff was the only medical examiner with a letter of extension who was told that her contract would not be renewed.

- e. The Defendants subverted the “Canadians First” objectives of the federal government’s Temporary Foreign Worker Program by failing to renew the Plaintiff’s contract, while at the same time renewing the contracts for two medical examiners who work for the OCME under the Temporary Foreign Worker Program. The Temporary Foreign Worker Program directs the employer that Canadians cannot be laid off or have their hours reduced in a workplace that employs temporary foreign workers.
- f. The Defendants violated the *Immigration and Refugee Protection Regulations*, SOR /2002-2007 by failing to ensure that the employment of the foreign medical examiners would result in job creation or job retention for Canadian citizens.
- g. The Defendants’ decision not to renew the Plaintiff’s contract was in direct retaliation and retribution for the concerns that the Plaintiff had raised about political interference with the OCME.
- h. The Defendants breached the implied contractual term of honesty and good faith by failing to renew the Plaintiff’s contract as promised.
- i. The decision not to renew the Plaintiff’s contract was not based on any Performance Reviews. The Plaintiff’s previous Performance Reviews reflected a pattern of professional conduct, achievement of goals and overall satisfaction.

Negligent Misrepresentation

72. Further, or in the alternative, the failure to renew the Plaintiff’s contract for a five year term constitutes negligent misrepresentation. In particular:

- a. The Defendants Armstrong and Young, on behalf of the Province, negligently assured, promised and represented to the Plaintiff that her contract would be renewed for a term of five years (as stated in paragraphs 22 through 28 herein).
- b. The Plaintiff reasonably relied on the assurances, promises and representations (as stated in paragraph 29 herein), to her detriment.

- c. The assurances and representations were not true and were misleading, as a result of which the Plaintiff has suffered damage and loss.

Unlawful Means Conspiracy

73. The individual Defendants agreed to conspire and did conspire to induce the Province to breach the implied contractual term of honesty and good faith, and to repudiate the Representations for the predominant purpose of causing the Plaintiff harm.

74. In furtherance of the unlawful means conspiracy, the Defendants:

- a. Orchestrated a vituperative campaign to discredit the Plaintiff;
- b. Instructed Everett to prepare the self-serving Letter of Expectation, or alternatively they condoned the Letter;
- c. Failed to address or resolve the Plaintiff's legitimate concerns about the independence of her office and excessive taxpayer burdens;
- d. Isolated the Plaintiff and refused to meet with her.

75. As a result of the unlawful means conspiracy, the Plaintiff has suffered loss, damage and injury.

Intentional Infliction of Mental Suffering

76. The conduct of:

- a. the Defendant Everett described in paragraphs 34(f), (m), (q), and paragraphs 35 - 41 herein;
- b. the Defendant Armstrong described in paragraphs 34(r) - (t) herein; and
- c. the Defendant Grant described in paragraphs 44 - 46 and 54 - 55 herein

constitutes flagrant or outrageous conduct calculated to undermine the role and office of the Plaintiff as Chief Medical Examiner, and to cause her harm.

Unlawful Intimidation

77. Further, or in the alternative to paragraph 76(a) above, the conduct of the Defendant Everett described in paragraphs 34(f), (m), (q) and 35 herein constitutes the use of unlawful coercion and intimidation to prevent the Plaintiff from performing her statutory role as the Chief Medical Examiner, and for the purpose of causing her harm.
78. The Plaintiff complied with the Defendant Everett's demands.
79. As a result of the matters described in paragraphs 76 through 78 above, the Plaintiff suffered profound anguish, insomnia, mental distress and trauma, and loss of self esteem.
80. The Plaintiff has incurred, and will continue to incur, out-of-pocket expenses as a result of the matters described in this Statement of Claim and in relation to her attempts to mitigate her damages, the amount of which will be proven at trial.
81. The Defendant the Province is vicariously liable for the acts and omissions of its servants, officers and employees.
82. The conduct of the Defendants towards the Plaintiff had been outrageous, high-handed, vindictive and oppressive, and entitles the Plaintiff to costs on a solicitor and own client full indemnity basis, and exemplary, aggravated and punitive damages.
83. The Plaintiff proposes that the trial of this action be held at the City of Edmonton, in the Province of Alberta.

WHEREFORE THE PLAINTIFF CLAIMS:

- a) Special damages for loss of income and benefits in the amount of \$2,100,000.00 arising from:
 - i. wrongful dismissal;
 - ii. in the alternative, breach of the contractual duty of honesty and good faith;
 - iii. in the further alternative, negligent misrepresentation;
 - iv. in the further alternative, unlawful means conspiracy.
- b) General damages in the amount of \$900,000.00 for anguish and mental distress arising from the manner of the Plaintiff's dismissal or alternatively, the failure to renew her contract as promised;
- c) As against the Defendants Everett, Armstrong and Grant, general damages in the amount of \$900,000.00 for intentional infliction of mental suffering;
- d) Further, or in the alternative, as against the Defendant Everett, general damages in the amount of \$500,000.00 for unlawful intimidation;
- e) Damages for out-of-pocket expenses incurred by the Plaintiff as a result of her attempts to mitigate her damages, including relocation costs, in such amount as may be proven at trial;
- f) Exemplary and aggravated damages in the amount of \$250,000.00;
- g) As against the Defendants Everett and Grant, punitive damages in the amount of \$500,000.00;
- h) Interest pursuant to the *Judgment Interest Act*, RSA 2000 c. J-1;
- i) Solicitor and own client costs on a full indemnity basis; and
- j) Such further and other relief as this Honourable Court may deem appropriate.

NOTICE TO THE DEFENDANTS

You only have a short time to do something to defend yourself against this claim:

20 days if you are served in Alberta

1 month if you are served outside Alberta but in Canada

2 months if you are served outside Canada.

You can respond by filing a statement of defence or a demand for notice in the office of the clerk of the Court of Queen's Bench at Edmonton, Alberta, AND serving your statement of defence or a demand for notice on the plaintiff's(s') address for service.

WARNING

If you do not file and serve a statement of defence or a demand for notice within your time period, you risk losing the law suit automatically. If you do not file, or do not serve, or are late in doing either of these things, a court may give a judgment to the plaintiff(s) against you.