



Court File No. **VLC-S-S-199802**

No. _____
Vancouver Registry

IN THE SUPREME COURT OF BRITISH COLUMBIA

BETWEEN:

STEPHEN HANKINSON

PLAINTIFF

AND:

VANCOUVER AIRPORT AUTHORITY

DEFENDANT

NOTICE OF CIVIL CLAIM

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

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

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

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

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

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

TIME FOR RESPONSE TO CIVIL CLAIM

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

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

- (b) if you reside in the United States of America, within 35 days after the date on which a copy of the filed notice of civil claim was served on you,
- (c) if you reside elsewhere, within 49 days after the date on which a copy of the filed notice of civil claim was served on you, or
- (d) if the time for response to civil claim has been set by order of the court, within that time.

CLAIM OF THE PLAINTIFF

Part 1: STATEMENT OF FACTS

1. The plaintiff is an unemployed former Vice-President of the defendant.
2. The defendant, Vancouver Airport Authority (“YVR”) – formerly Vancouver International Airport Authority - is a body corporate duly constituted pursuant to Canadian Federal Letters Patent with a British Columbia Head Office and Attorney for Service at 800-885 West Georgia Street, Vancouver, B.C., V6C 3H1, Attention: Lyall D. Knott.
3. The plaintiff was employed by YVR in British Columbia for a continuous period of over 11 years. He held a Vice-President’s position at the time of his termination – he was the Vice-President Planning and Innovation. The plaintiff is 57 years old.
4. The plaintiff was contractually entitled to receive certain monetary benefits from YVR, including the following items:
 - a. annual base salary of about \$267,300.00;
 - b. an annual short-term incentive of up to a maximum of \$120,285.00;
 - c. an annual long-term incentive of up to a maximum of \$147,000.00;
 - d. annual car allowance of \$9,900.00, plus insurance and fuel payments;
 - e. employer RRSP/Pension contributions; and
 - f. employer payment of MSP premiums,

all of which were integral components of his compensation package from YVR. The plaintiff was also entitled to certain health and insurance benefits paid for by YVR as an integral part of his compensation from YVR.

5. The plaintiff's employment income from YVR, as reported on his 2018 T4 document was \$494,745.02.
6. The plaintiff's contract of employment also contained the following express or implied terms:
 - a. absent just cause, YVR could not lawfully terminate the plaintiff without first providing reasonable notice; and
 - b. YVR would conduct itself in good faith in the performance of its obligations under the contract including, but not limited to, in the manner of any termination of the plaintiff.
7. The plaintiff provided effective and faithful service until his employment was terminated by the defendant without just cause and without reasonable notice – or any notice at all - on July 5, 2019.
8. Despite the absence of just cause, the defendant has taken the untenable position that there was just cause for the plaintiff's termination.
9. The defendant asserted that a "whistleblower" complaint was made by someone against the plaintiff, and that following an investigation by a lawyer (the "Investigation"), the defendant claimed it had just cause to terminate the plaintiff.
10. The lawyer responsible for the Investigation wrote to the plaintiff and stated that "allegations of misconduct" were made against him.
11. The plaintiff did deny, and continues to deny, any "misconduct" at all on his part.
12. The Investigation was conducted improperly and was wholly flawed.
13. For example, the plaintiff advised the lawyer responsible for the Investigation that he had recently been advised by a medical professional that during the

period of time relevant to the Investigation, the plaintiff was suffering from post-traumatic stress disorder (“PTSD”) following an emergency on an aircraft the plaintiff was aboard. The plaintiff told the defendant and the lawyer responsible for the Investigation that if the plaintiff made any mistakes in performing his work during that period (which are not admitted herein, but specifically denied), then any such mistakes could have been the result of the PTSD.

14. The Investigator and the defendant improperly, and in bad faith, ignored the plaintiff’s advice about the PTSD, failed to investigate that serious issue further, failed to consider the ramifications of the PTSD and how it might have affected the plaintiff over that timeframe, and failed to consider the PTSD as a mitigating circumstance for any mistakes he may have made in his employment during that timeframe.
15. The plaintiff was terminated by the defendant on July 5, 2019 and the defendant expressly relied upon the Investigation to assert “just cause”, but in bad faith refused to provide a copy of any of the Investigation results to the plaintiff.
16. In the plaintiff’s termination letter from the defendant dated July 5, 2019 (the “Letter”), the defendant set out a list of “breaches” allegedly committed by the plaintiff (the “Alleged Cause”).
17. The plaintiff denies each and every breach alleged as part of the Alleged Cause.
18. However, even if “facts” set out in the Alleged Cause were true, the Alleged Cause does not constitute just cause for the termination of a Vice-President with over 11 years of faithful service to the defendant.
19. Nowhere in the Letter does the defendant mention or address the important PTSD issue at all.
20. There was no just cause for the plaintiff’s termination.
21. Despite the plaintiff’s efforts to find alternate employment, he has been unable to locate comparable employment elsewhere. He continues to suffer damage and losses as a result of his dismissal by the defendant.

22. The manner of the plaintiff's dismissal was unduly insensitive, callous, and exhibited bad faith by the defendant. The manner of dismissal has caused the plaintiff medical and other damage that will be proven at trial.

Part 2: RELIEF SOUGHT

1. General damages for breach of contract;
2. Aggravated damages;
3. Interest pursuant to the *Court Order Interest Act*, R.S.B.C., c. 79, as amended;
4. Costs under the British Columbia *Supreme Court Civil Rules*, B.C. Reg. 168/2009; and
5. Such further and other relief as this Honourable Court deems just.

Part 3: LEGAL BASIS

1. The plaintiff was employed by the defendant pursuant to a contract of employment (the "Employment Agreement").
2. The Employment Agreement contained an implied term whereby, if the defendant wished to terminate the employment of the plaintiff, it could only lawfully do so, absent just cause, by providing reasonable notice of termination.
3. The defendant breached the Employment Agreement when it terminated the employment of the plaintiff without just cause and without reasonable notice.
4. The plaintiff is entitled to be compensated by damages because of his dismissal without reasonable notice, a breach by the defendant of the Employment Agreement.
5. It was a further implied term of the Employment Agreement that the employer would act in good faith in carrying out its contractual duties, including in respect of the manner of dismissal.
6. In further breach of the Employment Agreement, the dismissal was conducted in bad faith, and the manner of dismissal has caused medical and other damage to the plaintiff which supports an award of aggravated damages.
7. Costs are payable pursuant to Rule 14-1 of the British Columbia Supreme Court Civil Rules, B.C. Reg. 168/2009.

Plaintiff's address for service:

c/o Tevlin Gleadle Curtis Employment Law Strategies
700 – 1006 Beach Ave.
Vancouver, BC V6E 1T7

Attention: Blair Curtis

Fax number address for service: 604-648-2967

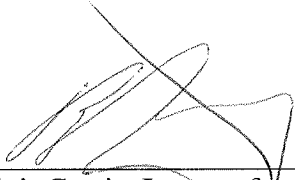
E-mail address for service (if any): bcurtis@tevlingleadle.com (subject to confirmation of receipt)

Place of trial: Vancouver, in the Province of British Columbia

The address of the registry is:

The Law Courts
800 Smithe Street
Vancouver, British Columbia
V6Z 2E1

Date: September 3, 2019


Blair Curtis, Lawyer for the Plaintiff

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

- (1) Unless all parties of record consent or the court otherwise orders, each party of record to an action must, within 35 days after the end of the pleading period,
 - (a) prepare a list of documents in Form 22 that lists
 - (i) all documents that are or have been in the party's possession or control and that could, if available, be used by any party at trial to prove or disprove a material fact, and
 - (ii) all other documents to which the party intends to refer at trial, and
 - (b) serve the list on all parties of record.

APPENDIX

Part 1: CONCISE SUMMARY OF NATURE OF CLAIM:

This is a claim for wrongful dismissal.

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
- investments 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. *The Court Order Interest Act*, R.S.B.C. 1996, c. 79, as amended; and
2. *British Columbia Supreme Court Civil Rules*, B.C. Reg. 168/2009.

[B.C. Reg. 119/2010, Sch. A, s. 38]