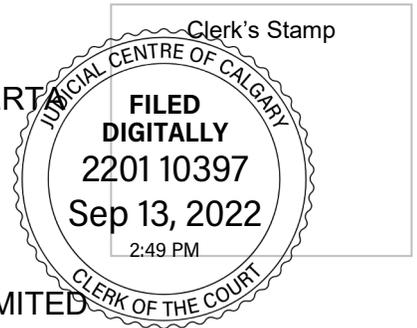


COURT FILE NUMBER
COURT COURT OF QUEEN'S BENCH OF ALBERTA
JUDICIAL CENTRE CALGARY
PLAINTIFF BRADLEY MILES
DEFENDANT CANADIAN NATURAL RESOURCES LIMITED
DOCUMENT **STATEMENT OF CLAIM**



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NOTICE TO DEFENDANT

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.

TO: CANADIAN NATURAL RESOURCES LIMITED
Registered Office
#2100, 855 - 2 Street SW
Calgary, Alberta T2P 4J8

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

Statement of facts relied on:

DEFINITIONS:

1. The following definitions apply for the purposes of this Statement of Claim:
 - a. **Employee:** means all permanent, temporary, casual, student and fixed term employees on the company payroll of Canadian Natural Resources Limited (“CNRL”).

- b. **Employment Insurance Benefits** (“EI Benefits”): means those benefits established under the *Employment Insurance Act*, SC 1996, c 23.
- c. **Fully Immunized**: means having received two doses of an approved COVID-19 vaccine plus 14 days after the second vaccination and includes having received an approved single dose COVID-19 vaccine plus 14 days.
- d. **Proof of COVID-19 Immunization**: means providing to CNRL documentation proof of a Vaccine. Acceptable proof of immunization records can be a clear photo or pdf copy from one of the following sources:
 - i. Pharmacist
 - ii. Applicable Health Services vaccination clinic
 - iii. Health record (e.g. Alberta MyHealth or National Health Service records)
 - iv. Physicians letter
- e. **Policy**: refers to the “COVID-19 Policy” issued by CNRL initially on September 9, 2021 and later revised on September 13th, September 16th, September 28th, September 30th and November 16th, 2021, requiring that all CNRL Employees must become Fully Immunized against COVID-19 and provide Proof of COVID-19 Immunization to CNRL by 21 December 2021.

OVERVIEW OF ACTION

A. The Parties

2. The Plaintiff, Bradley Miles (“Miles”), resides at or near Lake Country, in the Province of British Columbia.
3. Miles was at all material times an Employee of CNRL and subject to the Vaccine Policy.
4. Miles is not Fully Immunized against COVID-19.
5. Miles opposes being Fully Immunized for reasons which are described herein.
6. Miles opposes Proof of COVID-19 Immunization as a condition of his employment for the reasons described herein.
7. Miles opposes both vaccination absent informed consent and disclosure of his private health information about his vaccination status to CNRL under the threat of administrative and disciplinary measures up to and including termination of employment.
8. The Defendant, Canadian Natural Resources Limited (“CNRL”), is a major Canadian oil and natural gas company operating primarily in the Western Canadian Provinces of British Columbia, Alberta, Saskatchewan, and Manitoba, with offshore

operations in the United Kingdom sector of the North Sea, and Offshore Africa. CNRL is headquartered in Calgary, Alberta and has the largest undeveloped base in the Western Canadian Sedimentary Basin. It is the largest independent producer of natural gas in Western Canada and the largest producer of heavy crude oil in Canada. The company was founded on 7 November 1973 as AEX Minerals Corporation and adopted its current name in 1975. CNRL owns and operates Horizon Oil Sands and the Athabasca Oil Sands Project. It also owns two operated pipeline systems, an electricity cogeneration facility, and a 50% interest in the North West Redwater Partnership.

B. The Policy

9. In September 2021, CNRL issued its company-wide “COVID-19 Policy”. The Policy underwent multiple revisions on 13 September, 16 September, 28 September, 30 September and 16 November 2021 (the “**Policy**”).

10. Section 5.6 of the Policy requires all Employees of CNRL to be Fully Immunized against COVID-19 and to provide Proof of COVID-19 immunization.

11. Miles has chosen not to receive the current COVID-19 vaccines.

12. There are only two possible exemptions to compliance with the mandatory vaccination requirement: (1) religious or (2) medical reasons.

13. Miles received a FAQ document from CNRL dated 28 September 2021 (the “FAQ Document”) stating the reasons for the mandatory vaccination Policy.

14. The FAQ Document states falsely or erroneously:

- a. That COVID-19 vaccines offer the best protection possible from the virus;
- b. That vaccination reduces the risk of severe health outcomes in individuals with COVID-19; and
- c. That vaccination reduces the risk of exposure and serves to protect the safety of CNRL’s worksites, workforce and communities.

15. Four vaccines are currently authorized in Canada to treat symptoms of COVID-19: AstraZeneca, Moderna, Pfizer, and Johnson & Johnson. All COVID-19 vaccines are still undergoing clinical trials until 2023 or later. None of these prevent the infection or transmission of COVID-19, or any of its variants.

16. These vaccines are experimental. Long-term effects have not yet been sufficiently studied and there is emerging evidence of significant risks. These vaccines have not undergone the same stringent scientific approval process by Health Canada as have previous vaccines and medications. The vaccines could cause other side effects that remain unknown at this time due to their relatively recent development. No one can be

certain about the long-term effects of a vaccine that has not been in existence for the long term and has not been studied over a span of years.

17. The COVID-19 vaccines recommended by Canadian public health authorities are also known to cause severe adverse effects and injuries for some individuals. Health Canada has warned about various serious reactions from the COVID-19 vaccinations, including myocarditis, pericarditis, Bell's Palsy, thrombosis, immune thrombocytopenia, and venous thromboembolism.

18. The Policy is clear: get vaccinated or get lost. The Policy has created a hostile and toxic work environment at CNRL and no viable options have been offered. It is obvious that CNRL has not taken requests for exemptions or accommodations seriously.

19. The Policy does not provide for rapid antigen testing as a clear alternative. Many facilities and employers adopted testing policies whereby both vaccinated and unvaccinated individuals are regularly tested for COVID-19. Such policy is based upon scientific recognition that vaccinated and unvaccinated individuals contract COVID-19 and potentially transmit the virus. In any case, the risk of infection, let alone serious illness or death, is vanishingly low for all but a statistically miniscule segment of the elderly population, almost none of whom are part of the Canadian workforce.

20. Vaccinated and unvaccinated Canadians can be infected with and transmit COVID-19. The CEO of Pfizer has publicly acknowledged that vaccines do not provide immunity to COVID-19 or its known variants. They merely claim to provide some "benefits" or "protection" that at best reduces risk of hospitalization. The "benefits" or "protection" of the vaccines vary depending on multiple factors that are still being observed and studied, including any underlying health conditions, age, and when the vaccine was administered in relation to any variant of concern.

21. The draconian steps taken by CNRL to enforce its Policy as well as the Policy itself are incongruent with its claims of promoting safety and wellbeing.

22. The Policy discriminates against an identifiable group of Employees (those who have not received a COVID-19 vaccine) and does not provide exemptions for Employees who have natural immunity to COVID-19 or those with conscientious objections or for those working remotely or with little to no contact with other colleagues.

23. Miles also pleads discrimination and a breach of *the Alberta Human Rights Act* on the basis of protected grounds of discrimination.

C. The Employment

24. Miles commenced employment with CNRL on or about 13 January 2021 as a Heavy Equipment Technician. Miles worked faithfully and honourably for CNRL for a period of 1 year.

25. The key terms of Miles' employment contract included that:
- a. His employment was indeterminate;
 - b. His base hourly wage was \$49.03;
 - c. He was entitled to overtime, sick pay, statutory and holiday pay;
 - d. He was entitled to share in CNRL's extended benefits plan;
 - e. He was entitled to share in CNRL's group savings;
 - f. He was entitled to 120 hours annual vacation;
 - g. He was entitled to receive FIFO Allowance;
 - h. He was entitled to receive Shift Differential pay; and
 - i. He was entitled to reasonable notice or pay in lieu of reasonable notice for termination without cause.
26. Miles' duties and responsibilities were both extensive and various, including:
- a. Daily diagnosis, inspection and repair of heavy equipment.
27. Miles, at all material times, performed his duties ethically, diligently and effectively, and was a competent, hard-working and valuable employee.

D. The Wrongful Dismissal

28. The bulk of CNRL's Code of Integrity, Business Ethics and Conduct (the "**Code**") concerns financial, legal and regulatory matters. CNRL promises zero tolerance for discrimination, harassment and violence, and endeavours that all Employees be treated with integrity, trust and respect free from harassment, intimidation or discrimination.
29. The Code was supplemented in September 2021 with its implementation of the Policy. The Policy requires that Employees of CNRL must be Fully Immunized and provide Proof of COVID-19 immunization. Violation of the Policy comes with disciplinary action up to and including termination of employment.
30. Employees not granted an accommodation but who remained unvaccinated by 21 December 2021 would have their employment contracts terminated.
31. Accommodations taking the form of an exemption may be limited by undue hardship or denied because the activity is a bona fide requirement. Where taking part in an activity can be shown to be a bona fide requirement, organizations are required to

accommodate to the point of undue hardship (for instance, by assigning an employee an alternative assignment or method of compliance). The Policy was a blanket policy that granted no alternatives. Miles could have performed his daily duties working in the field with minimal contact with any other employees. The Policy provided no options for those employees that could have worked primarily alone in the field.

32. On 21 December 2021, Miles was notified by CNRL via letter that he was in violation of the Policy and thus suspended without pay effective 22 December 2021. This constitutes a constructive dismissal in law. There was no term of his employment contract which permitted an involuntary unpaid leave of absence or suspension without pay.

33. At the time of his dismissal, Miles had a gross salary of \$125,907.29 in 2021, not including other employer contributions, rewards, or benefits.

34. Miles claims wrongful dismissal from CNRL, effective 21 December 2021, for refusal to disclose his personal medical information under CNRL's COVID-19 Policy. He was dismissed without just cause, without notice, and without pay in lieu of notice. Miles specifically disputes that this was a lay-off for the purposes of s.63.1(1) of the *Employment Standards Code*.

35. Miles says that, even if successfully established by the employer, one act of insubordination is not sufficient to give rise to just cause for dismissal. As set out in the Alberta case of *Amos v Alberta*, [1995] AJ No 182 (QB), factors the court will consider in determining whether one instance of insubordination or disobedience constitutes grounds for just cause for summary dismissal include, of relevance and, among others:

- a. Whether the work rules were consistently enforced;
- b. Whether work rules were clearly communicated to the employee;
- c. Whether the work order was lawful and reasonable in content; and
- d. Whether the employee had a reasonable excuse for disobedience.

36. At the time of his wrongful dismissal, Miles was issued a Record of Employment ("ROE") which indicated **code M** (dismissal or suspension).

37. On 15 October 2021, Employment and Social Development Canada ("ESDC") announced new codes for the ROE relating to the termination of employees in relation to COVID-19.

38. The ESDC's announcement demands that employers who terminate an employee because of failure to comply with a mandatory COVID-19 vaccination policy are to indicate **code M** (dismissal) on that employee's ROE, disqualifying them from eligibility.

39. The ESDC website has been further updated to advise potential claimants that “[i]n most cases, if you lose or quit your job because you didn’t comply with your employer’s mandatory COVID-19 vaccination policy, you won’t be eligible for EI regular benefits.”

40. The ESDC website states:

When the employee doesn’t report to work because they refuse to comply with your mandatory COVID-19 vaccination policy, use **code E (quit)** or **code N (leave of absence)**.

When you suspend or terminate an employee for not complying with your mandatory COVID-19 vaccination policy, use **code M (dismissal or suspension)**.

If you use these codes, we may contact you to determine:

- if you had adopted and clearly communicated to all employees a mandatory COVID-19 vaccination policy
- if the employees were informed that failure to comply with the policy would result in loss of employment
- if the application of the policy to the employee was reasonable within the workplace context
- if there were any exemptions for refusing to comply with the policy

41. The ESDC uses the facts provided by the employer and the terminated employee to determine if the employee will be entitled to EI Benefits, which they will likely not be, by the ESDC’s own admission.

42. The Honourable Carla Qualtrough, Minister of Employment, Workforce Development and Disability Inclusion, stated in a CBC Radio interview on 21 October 2021 that Employees who do not comply with the Policy will be ineligible for EI Benefits, stating that if getting vaccinated is “a condition of employment that hasn’t been met and the employer [is] choosing to terminate someone for that reason, [then that] would make that person ineligible for EI”.

43. As of 21 December 2021, Miles lost his sole or primary source of income and was rendered ineligible for EI Benefits.

E. Criminal Assault

44. Forcing a medical intervention on employees under threat of loss of livelihood is a clear violation of the Criminal Code of Canada (“CCC”) which states in part:

- 265(1) A person commits an assault when
- (a) Without consent of another person he applies force intentionally to the person directly or indirectly...

265(3) For the purposes of this Section, **no consent** is obtained where the complainant submits or does not resist by reason of...

(d) The exercise of authority. [emphasis added]

45. Forcing employees to be vaccinated under threat of loss of livelihood is a violation of the CCC. Every member of the CNRL Board who supports the Policy supports the criminal assault of his or her fellow employees and coworkers.

F. Damages for Wrongful Dismissal

46. The common law permits an employer to terminate an employee at any time for no reason at all, provided that the employer provides the employee with reasonable notice of his termination, or pays his termination pay in lieu thereof. As Miles was in fact terminated on a without-cause basis, he is entitled to pay in lieu of common law reasonable notice, in addition to any statutory minimum entitlements found in Provincial legislation. Pursuant to standard contractual principles, Miles is entitled to be restored to the position he would have been in if he had continued to remain employed with CNRL for the balance of the notice period. This clearly includes the base salary, commissions, benefits, vacation pay and other entitlements that would have accrued during the applicable notice period.

47. Miles' specific situation when determining how much reasonable notice, or severance pay in lieu of notice, is appropriate under the circumstances. In determining how much reasonable notice the employee is entitled to, Courts consider:

- a. the age of the employee;
- b. the length of the employment;
- c. the nature of the employment (e.g. supervisory, management, etc.);
- d. the employee's education and prior experience; and
- e. the ability of the employee to find comparable work in the marketplace.

48. At the time of his dismissal, Miles was 23 years old and had been employed with CNRL for 1 year. His specialized skillset, training, and experience in what is otherwise a very niche market is not easily transferable to other employers or positions in different market segments. Specialized skills and experience that are not broadly transferable have been consistently regarded by Courts as a factor in awarding a higher notice period.

49. Miles says that the applicable range of reasonable notice is 1 to 2 months or payment in lieu thereof.

50. In considering the current job market, it is Miles' position that he is entitled to reasonable notice in the high end of the above-noted range.

51. The Policy and resulting actions by CNRL have unilaterally changed the terms of employment, revoked employment and privileges, causing employees to take a leave of absence or quit. Wrongful dismissal is prohibited under Canadian law and entitles an employee to sue for the same damages they would have received in an outright termination.

52. Upon acceptance of his offer of employment with CNRL, Miles did not agree to any condition of employment involving compulsory vaccinations, let alone injection of a bioweapon bearing a Health Canada warning that is linked to the deaths and injuries of untold recipients, and which is still undergoing clinical trials. The Policy is causing severe hardship and irreparable harm to CNRL employees, including Miles.

53. Miles says that CNRL is legally obliged to respect the autonomy and dignity of their employees, and the confidentiality of their medical information, even after the employees have died; they are obliged not to use medical knowledge to violate the human rights and civil liberties of their employees, even under threat from government authority. These duties have not been demonstrated in the application of the CNRL Policy.

G. Aggravated, Punitive and “Bad Faith” Damages

54. In addition to damages for pay in lieu of notice, CNRL is liable for further aggravated and punitive damages stemming from the unduly insensitive manner in which it carried out the termination.

55. At all material times, CNRL had an equitable duty to treat Miles with good faith, both during the course of his employment and at the date of his termination. See the SCC decision in *Bhasin* and subsequent jurisprudence concerning the organizing principle of good faith attaching to all commercial contracts in Canada.

56. Miles has suffered measurable damages, including mental distress, anxiety, and in particular, injury to dignity and self-respect. Miles is therefore entitled to seek significant damages due to the manner in which CNRL terminated his employment, including a claim for punitive aggravated damages arising from flagrant human rights violations.

57. Irrefutable scientific data now shows that the COVID-19 virus poses no serious health risk to 99.97% of Canadians, and that nearly all deaths directly attributable to the virus occur in persons over 80 years of age suffering from multiple co-morbidities and compromised immune systems. Such persons are not part of the Canadian workforce. The risk of serious illness or death to persons under the age of 60, which includes Miles, remains vanishingly low.

58. The best scientific data available shows that there is but a 0.7% risk of asymptomatic spread of the COVID-19 virus - even among persons living in the same household.

59. There is no scientific data to support the conclusion that the COVID-19 vaccines have any impact upon reducing the spread of the virus.

60. There are many reasonable and practical alternatives to mandatory vaccination that would be more effective at controlling spread of the virus among CNRL employees, all of which are far less prejudicial than summary termination of loyal employees exercising their human right and civil liberty to refuse the vaccine.

61. The Defendant's conduct was high handed and improper.

Remedy Sought:

The Plaintiff, Bradley Miles, claims:

- a. A declaration that section 5.6 of the "COVID-19 Policy" ("**Policy**") issued by Canadian Natural Resources Limited ("**CNRL**"), requiring that all CNRL Employees must become Fully Immunized against COVID-19 and provide Proof of Immunization to CNRL by 21 December 2021 or at any other date be declared inoperative and unconstitutional;
- b. A declaration that the Plaintiff's employment was wrongfully terminated on or about 21 December 2021, or on such other date as determined by this Honourable Court;
- c. The Plaintiff seeks all of his common law and or statutory entitlements;
- d. General damages in the sum of \$50,314.85 for wrongful dismissal, breach of contract, and negligent misrepresentation, or in such other amount as is determined by this Honourable Court, representing the following:
 - i. 2 months' wages, Shift Differential, overtime, sick pay and vacation pay in the amount of \$44,640.00 (calculated at journeyman rate);
 - ii. A further amount equal to \$110.90 representing expected taxable benefits for the remainder of the notice period;
 - iii. A further amount equal to \$4,086.61 representing expected savings plan contributions for the remainder of the notice period;
 - iv. A further amount equal to \$949.60 representing employer contributions to Health Benefits, WCB Liability, LTD, and Employer Matched savings plan for the remainder of the notice period; and
 - v. A further amount equal to \$527.74 representing CPP contributions during the notice period;

- e. Aggravated damages for mental distress in the amount of \$250,000.00 or in such other amount as is determined by this Honourable Court;
- f. Punitive damages arising from flagrant human rights violations in an amount to be determined by this Honourable Court;
- g. Special damages incurred in seeking alternative employment, relocation and retraining expenses and other out-of-pocket expenses in an amount to be determined at trial;
- h. Prejudgment and post judgment interest pursuant to the *Alberta Rules of Court*, as amended;
- i. Costs of this action including cost of all experts on a full fee basis; and
- j. Such further and other relief as this Honourable Court may deem just and equitable in the circumstances.

The Plaintiff pleads and relies upon the following:

- a. *Alberta Human Rights Act*, RSA 2000, c A-25.5;
- b. *Employment Standards Code*, RSA 2000, c E-9;
- c. *Employment Insurance Act*, SC 1996, c 23;
- d. COVID-19 Policy issued by Canadian Natural Resources Limited; and
- e. Such other enactments and legislation as the Plaintiff may advise and this Honourable Court may consider given the circumstances.

NOTICE TO THE DEFENDANT

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 Calgary, Alberta, AND serving your statement of defence or a demand for notice on the plaintiff'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 against you.