



No. *Court File No.* **PRG-S-S-1854871**
Prince George Registry

IN THE SUPREME COURT OF BRITISH COLUMBIA

BETWEEN:

COASTAL GASLINK PIPELINE LTD.

PLAINTIFF

AND:

FREDA HUSON, WARNER NAZIEL, JOHN DOE, JANE DOE
and all other persons unknown to the Plaintiff occupying,
obstructing, blocking, physically impeding or delaying access, at
or in the vicinity of the area in and around the Morice River Bridge
or the area accessed by the Morice West Forest Service Road

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 were served with the notice of civil claim anywhere in Canada, within 21 days after that service,
- (b) if you were served with the notice of civil claim anywhere in the United States of America, within 35 days after that service,
- (c) if you were served with the notice of civil claim anywhere else, within 49 days after that service, or
- (d) if the time for response to civil claim has been set by order of the court, within that time.

CLAIM OF THE PLAINTIFFS

Part 1: STATEMENT OF FACTS

1. The Plaintiff, Coastal GasLink Pipeline Ltd. (“Coastal GasLink”) is a company incorporated pursuant to the laws of British Columbia with an address of 450 - 1st St. S.W., Calgary, Alberta. Coastal GasLink is a wholly-owned subsidiary of TransCanada Pipelines Limited (“TransCanada”).
2. The Defendant Freda Huson’s address and profession are unknown to Plaintiff.
3. The Defendant Warner Naziel’s address and profession are unknown to the Plaintiff.
4. The remaining Defendants are persons unknown to the Plaintiff.

The Project

5. Coastal GasLink is preparing to commence construction of a 670 kilometre natural gas pipeline (the “Project”) which extends from an area near the community of Groundbirch (approximately 40 km west of Dawson Creek) to the LNG Canada Development Inc. (“LNG Canada”) liquefied natural gas export facility near Kitimat (the “Export Facility”).
6. LNG Canada is a joint venture of the following participants: Shell Canada Energy Limited (an affiliate of Royal Dutch Shell plc), North Montney LNG Limited Partnership (a wholly-owned entity of PETRONAS), Diamond LNG Canada Ltd. (an affiliate of Mitsubishi Corporation), Kogas Canada LNG Ltd. (an affiliate of Korea Gas Corporation), and Brion Kitimat LNG Partnership (an affiliate of PetroChina Investment (Hong Kong) Limited., previously named Phoenix Energy Holdings Limited) (the “Joint Venture Participants”).
7. LNG Canada holds an LNG Export Licence which allows LNG Canada to export Canadian natural gas to overseas markets. On October 2, 2018, LNG Canada announced

that the Joint Venture Participants had taken a positive Final Investment Decision to construct the Export Facility.

8. Coastal GasLink announced that it will proceed with construction of the Project following the positive Final Investment Decision from LNG Canada. Construction of the Project is scheduled to begin in January 2019 and be completed by the end of 2021.
9. Coastal GasLink has entered into contracts valued at approximately \$2.8 billion with pipeline contractors for construction of the Project. Initial work on the ground to prepare for construction commenced in November 2018.
10. The Project is expected to create approximately 2,500 jobs during construction and direct labour income during construction is estimated to be \$1.4 billion.
11. The Project is estimated to generate at least \$500 million in federal tax revenues and at least \$100 million in British Columbia provincial tax revenues during the construction phase. Substantial taxes will also be paid both federally and provincial during the operation phase of the Project.
12. The Project is also expected to generate over \$20 million annually in property taxes for the four regional districts that the Project crosses.
13. Coastal GasLink has Project Agreements with all 20 elected Indigenous bands along the length of the Project in British Columbia. Pursuant to these agreements, the Project will provide economic benefits and employment and contracting opportunities to First Nations communities in proximity to the Project route. Coastal GasLink will also make contracting and employment opportunities available to qualified local residents, including First Nations.

Required Work

14. On October 23, 2014, the British Columbia Minister of Environment and the British Columbia Minister of Natural Gas Development issued an Environmental Assessment Certificate for the Project (the "EAC"). The EAC included a Table of Conditions that Coastal GasLink must comply with (the "EAC Conditions").
15. Portions of the pipeline route can only be accessed by vehicle using Morice West Forest Service Road and the Morice River Bridge. Initially, Coastal GasLink also requires access to the area accessible by the Morice West Forest Service Road to complete pre-construction work to prepare for Project construction. The pre-construction work includes field reconnaissance, access development, clearing, grading and construction of a work camp.
16. Coastal GasLink has all of the necessary permits and authorizations to complete the outstanding field work and pre-construction work necessary to prepare for Project construction. Coastal GasLink has a road use agreement with Canadian Forest Products Limited and a road use permit from the Oil and Gas Commission to use the Morice West Forest Service Road.

17. Coastal GasLink has attempted to begin work in area accessible by the Morice West Forest Service Road but has been prevented by the Defendants from doing this work, most recently on November 20, 2018. Access to the area accessible by the Morice West Forest Service Road is required to construct the Project.
18. Work in the area accessed by the Morice West Forest Service Road is challenging because of the remoteness, steep terrain and topography of the area. Weather conditions at higher elevations and environmental restrictions further constrain the time during which the work can be undertaken. There is no other feasible access to this area.
19. Coastal GasLink must complete the field work and pre-construction work on schedule to begin construction in January 2019. A small delay in completing the work could contribute to a significant overall delay for the Project.

The Blockade

20. In or about 2012, the Defendants Freda Huson, Warner Naziel and others (the “Blockaders”) calling themselves Unist’ot’en Camp set up a blockade by constructing a gate, standing, sitting or positioning vehicles and other obstacles across the Morice West Forest Service Road at the Morice River Bridge (the “Blockade”). The Blockaders also set up a camp near the Morice River Bridge (the “Camp”). More recently, a second gate has been construction at the Morice River Bridge.
21. The Defendant, Freda Huson describes herself as a spokesperson for the Blockaders.
22. The Blockaders have prevented access to and evicted people and vehicles in the area in and around the Morice River Bridge and the area accessed by the Morice West Forest Service Road (the “Blockade Area”).
23. The Blockaders have informed Coastal GasLink employees and its contractors that they will not let anyone working for pipelines pass through the Blockade and have instructed Coastal GasLink personnel and its contractors who have arrived within the Blockade Area to leave.
24. Between late-2012 and late-2015, a number of incidents took place between Coastal GasLink employees and contractors, and the Blockaders. The Blockaders monitored, recorded and prevented Coastal GasLink’s employees and contractors from accessing the Blockade Area in order to complete necessary field work and prepare for early construction activities.
25. On November 20, 2018, Coast GasLink attempted to pass through the Blockade to begin work. The Blockaders prevented Coastal GasLink from accessing the Blockaded Area.
26. The Defendants assert that the reason for the Blockade is to prevent all pipelines in the territory they claim as Unist’ot’en territory
27. The Defendants have solicited others to join them in the Blockade using social media.

28. The Blockading Activities and the conduct of the Defendants have prevented Coastal GasLink's contractors and employees from accessing the Blockade Area and proceeding with field work and other construction activities that Coastal GasLink is authorized to do.

Harm Caused by the Blockaders' Actions

29. As a result of the Defendants actions, Coastal GasLink and others have suffered and continue to suffer irreparable harm, including but not limited to:
- (a) Coastal GasLink has been unable to carry on its business, as planned; and
 - (b) Coastal GasLink has been forced to incur additional expenses to avoid the Blockaded Area while conducting activities required for execution planning and permitting.
30. If the Blockade continues, the following irreparable harm will arise:
- (a) Significant incremental costs for both the Project and the Export Facility;
 - (b) Neither the Project nor the Export Facility being constructed;
 - (c) Lost employment opportunities and contracting, including for First Nations members and businesses;
 - (d) Loss of the Project's ability to provide benefits to First Nations pursuant to Project Agreements;
 - (e) Loss of the Project's ability to provide benefits to communities;
 - (f) Loss of tax and other revenue to the Government of British Columbia; and
 - (g) Loss of billions of dollars of potential investment in British Columbia.

Part 2: RELIEF SOUGHT

1. An interim, interlocutory or permanent injunction restraining, enjoining or requiring the Defendants and any of them, and anyone who has knowledge of the order, from:
- (a) physically preventing, impeding, restricting or in any way physically interfering with, counselling others to prevent, impede, restrict or physically interfere with, any person or vehicle travelling to or accessing the Blockade Area;
 - (b) physically preventing, impeding, restricting or in any way physically interfering with, counselling others to prevent, impede, restrict or physically interfere with the Plaintiff, its employees, agents, contractors, or subcontractor carrying on its business in furtherance of the Project and in particular construction of the Project in the Blockade Area;

- (c) threatening or intimidating the Plaintiff or its contractors and their respective employees, servants, agents or other persons in a contractual or economic relationship with the Plaintiff;
 - (d) physically interfering with or counselling others to physically interfere with the performance by the Plaintiff of its contractual relations with its employees, servants, agents or other persons in a contractual or economic relationship with the Plaintiff;
 - (e) physically interfering with or counselling others to physically interfere with the performance by the Plaintiff's contractors of their contractual relations with the Plaintiff
 - (f) creating a nuisance by physically obstructing the Plaintiff from carrying on its business; and
 - (g) that all physical obstructions to accessing and conducting construction activities for the Project in the Blockade Area be remove;
2. General damages;
 3. Exemplary or punitive damages;
 4. Costs;
 5. Interest pursuant to the *Court Order Interest Act*, R.S.B.C. 1996, c. 79; and
 6. Such further and other relief that this Honourable Court determines to be just.

Part 3: LEGAL BASIS

1. The Blockaders' conduct constitutes the torts of:
 - (a) public nuisance;
 - (b) inducing breach of contract;
 - (c) intentional interference with economic relations by unlawful means;
 - (d) conspiracy; and
 - (e) intimidation.
2. By engaging in the Blockade, the Blockaders and persons unknown have:
 - (a) interfered with Coastal GasLink, its contractors and employees, and the public's lawful use and enjoyment of the Blockade Area; such interference is not reasonable in the circumstances;

- (b) interfered with the business, contractual or economic relationships between the Plaintiff and its employees, contractors, agents, customers or suppliers, LNG Canada, or others in an economic relationship with the Plaintiff, including preventing its contractors from fulfilling their contracts with the Plaintiff;
 - (c) impeded, obstructed, interrupted or interfered with persons entering or leaving the Blockade Area, including motor vehicles and helicopters;
 - (d) damaged or interfered with individuals accessing the Blockade Area, and in particular, the motor vehicles and helicopters of the Plaintiff or the Plaintiff's contractors, and their respective employees, agents, tenants, customers or suppliers;
 - (e) threatened to confiscate vehicles or equipment that entered into the Blockade Area;
 - (f) obstructed the Plaintiff or its contractors, and their respective employees, agents, tenants, customer or suppliers, or others in a business, contractual, or economic relationship with the Plaintiffs;
 - (g) intimidated, coerced, obstructed, or threatened harm to the Plaintiff or its contractors, and their respective employees, agents, tenants, customers or suppliers, or others in a business, contractual, or economic relationship with the Plaintiff;
 - (h) conspired to injure, or use unlawful means against, the Plaintiff or its contractors and their respective employees, agents, tenants, customers or suppliers, or others in a business, contractual, or economic relationship with the Plaintiff; and
 - (i) induced, supported, encouraged, condoned, and procured the commission of the above unlawful acts and breaches
3. The Defendants have, by engaging in and continuing the Blockade, without lawful excuse and for the purpose of compelling other persons to abstain from doing what they have a lawful right to do, besetted or watched a place where persons work, carry on business or happen to be, and have blocked or obstructed a highway, in contravention of the *Criminal Code*, R.S.C. 1985, c. C-46, s 423(1).
4. The Defendants have, by engaging in and continuing the Blockade, obstructed, interrupted or interfered with the lawful use, enjoyment or operation of property or have obstructed, interrupted or interfered with persons in the lawful use, enjoyment or operation of property contrary to the provisions of the *Criminal Code*, R.S.C. 1985, c. C-46, ss 430(1).
5. Further, and in the alternative, by engaging in and continuing the Blockade, the Defendants are in breach of sections 6(3), 11 and 13 of the *Forest Service Road Use Regulation*, BC Reg 70/2004.

6. The Defendants have knowledge of Coastal GasLink's business, economic and contractual relations with its employees, agents, contractors, suppliers, LNG Canada, the Joint Venture Participants, and others in privity of contract with Coastal GasLink.
7. By engaging in the Blockade and Blockading Activities, the Defendants intended to, and in fact did and continue to, interfere with Coastal GasLink's rights and obligations as described above.
8. The sole or predominant purpose of the Blockade is to cause damage to Coastal GasLink's business operations, prevent Coastal GasLink from developing and constructing the Project and injure Coastal GasLink.
9. The Defendants knew or ought to have known that their conduct was harassing to Coastal GasLink's employees, agents, contractors, suppliers or others in privity of contract with Coastal GasLink.
10. The conduct of the Defendants, or some of them, is interfering with and is intended to interfere with, Coastal GasLink's existing and prospective contractual, economic and business relations. As a result of such intentional interference, Coastal GasLink has suffered, and will suffer, loss, damage and expense.
11. Each of the Defendants, or some of them, agreed or acted in concert to commit and promote the unlawful acts described herein. The Defendants knew, or ought to have known, that loss, damage and expense would be suffered by Coastal GasLink as a result of their conduct and Coastal GasLink has suffered loss, damage and expense.
12. The conduct of the Blockaders, or some of them, has caused Coastal GasLink's employees, management staff, agents, suppliers or others in privity of contract with Coastal GasLink to fear for their own safety.
13. In the alternative, each of the Defendants, or some of them, conspired to use unlawful means to damage Coastal GasLink's business with the sole or predominant purpose of injuring Coastal GasLink by preventing Coastal GasLink from developing and constructing the Project and causing Coastal GasLink loss, damage or expense.
14. The conduct of the Defendants has caused safety problems for the Defendants, Coastal GasLink's employees, management staff, agents, suppliers or others in privity of contract with Coastal GasLink.
15. The Blockade and the conduct of the Blockaders have caused, continue to and threaten to cause Coastal GasLink loss, damage, expense and irreparable harm.
16. The damage suffered by Coastal GasLink by the interference with the public's lawful use and enjoyment of the Blockade Area is unique to Coastal GasLink.
17. The Blockaders knew or ought to have known that Coastal GasLink would suffer loss, damage, expense or harm as a result of their conduct.

Plaintiff's address for service: Fasken Martineau DuMoulin LLP
550 Burrard Street, Suite 2900
Vancouver, BC V6C 0A3

Fax number address for service (if any): n/a

E-mail address for service (if any): n/a

Place of trial: Prince George

The address of the registry is: J.O. Wilson Square, 250 George Street, Prince
George, BC, V2L 5A2

Dated: November 23, 2018



Signature of Lawyer for Coastal GasLink
Pipeline Ltd.

Kevin O'Callaghan

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:

An action for injunctive relief and damages for, nuisance, inducing breach of contract, interference with economic relations by unlawful means, intimidation, and conspiracy.

Part 2: THIS CLAIM ARISES FROM THE FOLLOWING:

A personal injury arising out of:

- a motor vehicle accident
- medical malpractice
- another cause

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:

The Solicitors for the Plaintiff are Fasken Martineau DuMoulin LLP, whose office address and address for delivery is 550 Burrard Street, Suite 2900, Vancouver, BC V6C 0A3 Telephone: +1 604 631 3131 Facsimile: +1 604 631 3232. (Reference: Kevin O'Callaghan/292356.00016)