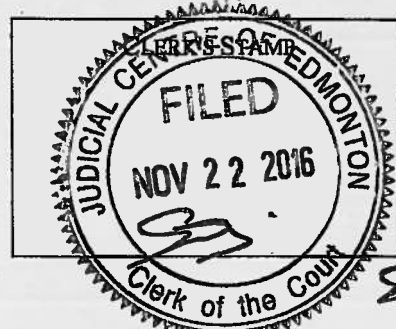


9FORM 10  
[RULE 3.25]

1603-20628



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COURT FILE NUMBER

COURT

COURT OF QUEEN'S BENCH OF ALBERTA

JUDICIAL CENTRE

EDMONTON

PLAINTIFF

DAN EDDY

DEFENDANT

CANADIAN PROFESSIONAL RODEO  
ASSOCIATION

DOCUMENT

STATEMENT OF CLAIM

ADDRESS FOR SERVICE AND  
CONTACT INFORMATION OF  
PARTY FILING THIS DOCUMENT

**BENNETT JONES LLP**  
Barristers and Solicitors  
3200 TELUS House, South Tower  
10020 - 100 Street  
Edmonton, Alberta T5J 0N3  
Attention: Donald R. Cranston, Q.C.  
Telephone No.: 780.917.4267  
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Client File No.: 76307-1

# **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.

## **Statement of facts relied on:**

1. The Plaintiff is resident in the Province of Alberta.
2. The Defendant carries on business in Alberta organizing and managing the affairs of its members as they relate to professional rodeo.
3. The Defendant knew the Plaintiff was a long-time resident of Nova Scotia. The Defendant offered the Plaintiff the position of its General Manager and knew the Plaintiff would leave behind his home in Nova Scotia to come to Alberta. It was represented to

the Plaintiff that his employment with the Defendant would be long-term employment as he would be employed for the purpose of developing and expanding the Defendant's operations in Alberta and elsewhere in western Canada. The Plaintiff did so and began his duties with the Defendant described below on March 16, 2015.

4. The Plaintiff and the Defendant entered into an employment agreement dated November 16, 2015 ("Employment Agreement"). Under the terms of the Employment Agreement:
  - (a) The Defendant agreed to employ the Plaintiff as General Manager of the Defendant;
  - (b) The term of the Employment Agreement was from March 16, 2015 to November 16, 2018 subject to renewal for further terms as mutually agreed between the parties;
  - (c) The Defendant agreed to pay the Plaintiff the following:
    - (i) a salary of \$150,000 per year;
    - (ii) an incentive bonus as calculated by the formula in the attached schedule;
    - (iii) the use of a vehicle and cell phone for the purposes and duties of the General Manager's role and responsibilities with the Defendant;
    - (iv) Alberta Health Care benefits for the full term of the Employment Agreement;
    - (v) additional standard health care benefits that the Defendant provided to its employees as described in its group benefit plan with its insurer;
  - (d) The parties agreed the Employment Agreement could not be terminated by either party during its initial term except by mutual agreement or for cause, as described in clause 7.1, which reads as follows:

"The parties understand and agree that this agreement may not be terminated by either party during its Initial Term except by mutual agreement or by CPRA as provided in 7.1(b) below."

5. During the course of the Plaintiff's employment with the Defendant, the Plaintiff was subjected to abusive conduct that created a poisoned work environment and made continued employment with the Defendant extremely difficult. That conduct constituted constructive dismissal of the Plaintiff. Some particulars are:
- (a) The board of directors refused to protect the Plaintiff from the relentless and demeaning verbal and written attacks by one of their own directors, Terry Cooke;
  - (b) Terry Cooke, supported by other members of the board of directors, embarked on a process of privately and publicly attacking the Plaintiff with a view to having the Plaintiff fired from his position as General Manager;
  - (c) Members of the board of directors on January 22, 2016 confronted and warned Terry Cooke and others to immediately cease public and other communications that were negatively impacting the staff, membership of the Defendant, and the Plaintiff. Those warnings were ignored and relentless attacks continued against the Plaintiff as General Manager. The board of directors failed to take any steps to control or remove Terry Cooke as a director;
  - (d) On May 6, 2016 at a board of directors' meeting Terry Cooke continued his disruptive attacks against the Plaintiff. The minutes of the board of directors' meeting record that: "Terry Cooke continued to verbally abuse Dan calling him a 'f...ing liar' and calling him a 'f...ing failure' and 'no good'." Terry Cooke threatened the Plaintiff. The verbal and emotional abuse from Terry Cooke towards the Plaintiff became extremely intense. Terry Cooke demanded that the Plaintiff be fired and made a motion to that effect. There was no seconder of the motion;
  - (e) The Defendant and its board of directors continued to fail in their responsibilities to control the unwarranted attacks;

- (f) Notwithstanding that the Plaintiff was an effective General Manager, he was suspended from his employment on or about May 14, 2016 while he was on doctor-ordered stress leave. There was no colour of right or cause for that suspension. That suspension further damaged the Plaintiff's relationship with the existing employees, members of the Defendant, and third parties with whom he was dealing such as sponsors and other business people. The Defendant caused the information of his suspension to be publicly communicated;
  - (g) Despite that suspension, the Defendant requested that the Plaintiff continue to work on the important negotiations which were taking place for the 2017 Canadian Finals Rodeo. Notwithstanding that his health was being negatively affected by the conduct of the Defendant, the Plaintiff agreed;
  - (h) On or about July 5, 2016 the Plaintiff met with legal counsel for the Defendant who informed the Plaintiff that following a human resource investigation and receipt of a report, the board of directors voted to re-instate the Plaintiff to his position as General Manager. During that meeting, the Plaintiff was told that:
    - (i) the report was supportive of his work as General Manager;
    - (ii) the report concluded there were serious concerns with dysfunction of the board of directors of the Defendant; and
    - (iii) the report concluded it was important that the Defendant receive the assistance of a human resource officer on an as-needed basis in the future;
  - (i) At the July 5, 2016 meeting, the Plaintiff advised legal counsel for the Defendant that his health had become negatively affected by the conduct of the Defendant, and that his doctor had required him not to return to work until at least July 18, 2016.
6. On or about July 26, 2016 the Defendant terminated the Plaintiff's employment as General Manager without advance notice and without cause and accordingly acted in breach of the Employment Agreement. The Defendant did not send a letter of

termination to the Plaintiff. The Defendant through its legal counsel told the Plaintiff his employment was at an end in a letter marked "Without Prejudice".

7. The Plaintiff is entitled to the remaining payments due under the terms of the Employment Agreement in the amount of \$346,000 together with such amounts for the ancillary benefits as proven at the trial in this action.
8. The Defendant's conduct, including the suspension then termination of the Plaintiff, was high-handed malicious mistreatment, and done publicly with intent to embarrass and discredit the Plaintiff. The Defendant knew or should have known its conduct would cause significant harm to the Plaintiff.
9. The wrongful conduct of the Defendant has required the Plaintiff to receive medical care and ongoing medical treatment. His reputation has been damaged, and his ability to find new employment is significantly impaired.
10. The Plaintiff enjoyed the respect and confidence of an important constituent of the board of directors of the Defendant, and all of the members of the business council associated with the Defendant. All of those persons resigned in protest when a faction of the board of directors of the Defendant caused the dismissal of the Plaintiff.

**Remedy sought:**

11. The Plaintiff seeks the following relief against the Defendant:
  - (a) Damages in the amount of \$346,000, being the unpaid portion under the Employment Agreement together with such further amounts due and owing to the Plaintiff under the terms of the Employment Agreement as are proven at trial, plus interest;
  - (b) Damages in the amount of \$500,000 for the high-handed and malicious suspension and termination of the Plaintiff;
  - (c) Punitive or exemplary damages in the amount of \$100,000, or such other amount determined by the Court;

- (d) Costs on a solicitor and own client full indemnity basis; and
- (e) Such further and other relief as shall be proven at the trial of this action.

**NOTICE TO THE DEFENDANT(S)**

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.