

COURT FILE NUMBER

**2201-11627**

COURT

**COURT OF KING'S BENCH OF ALBERTA**

JUDICIAL CENTRE

**CALGARY**

APPLICANTS

**IN THE MATTER OF THE NOTICE OF INTENTION TO FILE A PROPOSAL OF BR CAPITAL INC., BR CAPITAL LP, FIRST RESPONSE INTERNATIONAL GP LP, FIRST RESPONSE INTERNATIONAL INC., FIRST RESPONSE INTERNATIONAL LP, HEALTH EDUCATION GP LP, HEALTH EDUCATION LP, HELP INC., ICE HEALTH SYSTEMS GP LP, ICE HEALTH SYSTEMS INC, ICE HEALTH SYSTEMS LP, ICE HEALTH SYSTEMS LTD., AND SESCO HEALTH SERVICES INC.**

**KPMG INC., IN ITS CAPACITY AS PROPOSAL TRUSTEE**

DOCUMENT

**FOURTH REPORT OF THE PROPOSAL TRUSTEE**

DATE

**MARCH 1, 2023**

ADDRESS FOR SERVICE AND  
CONTRACT INFORMATION OF  
PARTY FILING THIS DOCUMENT:

**PROPOSAL TRUSTEE**

KPMG Inc.  
Suite 3100, Bow Valley Square II  
205 - 5th Ave SW,  
Calgary, Alberta T2P 4B9  
Neil Honess/Joe Sitholé  
Tel: (403) 691-8014/(403) 691-8070  
[neilhoness@kpmg.ca](mailto:neilhoness@kpmg.ca)  
[jsithole@kpmg.ca](mailto:jsithole@kpmg.ca)

**COUNSEL**

Osler, Hoskin & Harcourt LLP  
Suite 2700, Brookfield Place  
225 – 6<sup>th</sup> Avenue S.W.  
Calgary, Alberta TP2 1N2  
Randal Van de Mosselaer  
Tel: (403) 260-7000  
[rvandemosselaer@osler.com](mailto:rvandemosselaer@osler.com)

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## ***1. INTRODUCTION AND PURPOSE OF REPORT***

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1. On September 15, 2022, BR Capital Inc., BR Capital LP, First Response International GP LP, First Response International Inc., First Response International LP, Health Education GP LP, Health Education LP, Help General Partner Inc.<sup>1</sup>, ICE Health Systems GP LP, ICE Health Systems Inc. and SESCO Health Services Inc. and on September 16, 2022, ICE Health Systems LP and ICE Health Systems Ltd., (each individually, a “**Company**”, and collectively, the “**Companies**”) filed a Notice of Intention to Make a Proposal (the “**NOI**”), pursuant to Section 50.4(1) of the *Bankruptcy and Insolvency Act*, RSC 1985, c B-3, as amended (the “**BIA**”), and KPMG Inc. (“**KPMG**”) was appointed as trustee (the “**Proposal Trustee**”) under these NOI proceedings (the “**NOI Proceedings**”).
2. The NOI provided the Companies with a stay of proceedings until October 15, 2022, and October 16, 2022, respectively.
3. On October 5, 2022, the Proposal Trustee filed its first report (the “**First Report**”) providing the Court of King’s Bench of Alberta (the “**Court**”) with the following:
  - a) Background information on the Companies;
  - b) The Proposal Trustee’s views on the Companies’ cash flow forecast from September 15, 2022 to December 10, 2022; and
  - c) The Proposal Trustee’s views on the requested relief sought by the Companies in their application returnable before the Court on October 14, 2022.
4. On October 14, 2022, the Court granted an Order:
  - a) Procedurally consolidating the estates of all Companies;
  - b) Approving interim financing and granting an interim lender’s charge in the amount of \$430,010 against the Companies’ property;

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<sup>1</sup> A clerical error resulted in Help General Partner Inc. being misspelled as “Help Inc.” in the NOI OSB filing documents, the First Report, and the Second Report. The Proposal Trustee has made an application to the Court to correct this error with the OSB.

- c) Approving a charge against the Companies' property in favour of the Companies' counsel, the Proposal Trustee and the Proposal Trustee's counsel in the amount of \$350,000 to secure their respective professional fees and costs;
  - d) Approving a charge in favour of the Companies' directors and officers (the "**Directors' Charge**") in the amount of \$300,000 to secure the Companies obligations to indemnify their directors and officers (the "**Directors**");
  - e) Extending the time within which the Companies were required to file a proposal to their creditors up to and including November 29, 2022, pursuant to section 50.4(9) of the BIA; and
  - f) Granting various other associated relief.
5. On November 15, 2022, the Proposal Trustee filed its second report (the "**Second Report**") providing the Court with information on the following:
- a) The activities of the Company since the date of the First Report;
  - b) The activities of the Proposal Trustee since the date of the First Report;
  - c) The Companies' reported actual receipts and disbursements for the period from September 15, 2022 to October 29, 2022;
  - d) The Proposal Trustee's views on the Companies' cash flow forecast from October 30, 2022 to January 28, 2023; and
  - e) The Proposal Trustee's views on the requested relief sought by the Companies in their application returnable before the Court on November 25, 2022.
6. On November 25, 2022, this Honourable Court granted an Order:
- a) Approving the repayment of the Payroll Bridge Financing; and
  - b) Extending the time within which the Companies were required to file a proposal to their creditors up to and including January 13, 2023, pursuant to section 50.4(9) of the BIA.

7. On January 13, 2022, the Companies submitted a proposal to its creditors (the “**Proposal**”) pursuant to Section 50(2) of the BIA, with KPMG continuing its role as Proposal Trustee.
8. On or about January 25, 2023 the Proposal Trustee sent to all known creditors its Third Report (the “**Third Report**”) pursuant to Sections 50(5) and 50(10)(b) of the BIA. The purpose of the Third Report (which was filed February 1, 2023) was to:
  - a) summarize the relevant information and key elements of the Proposal in a manner that may assist the creditors in evaluating the Companies’ affairs and the Proposal;
  - b) provide the Trustee’s comments on the Companies’ conduct and financial situation;
  - c) provide the Trustee’s comments on and recommendations with respect to the Proposal; and
  - d) notify the creditors of the Meeting of Creditors to be held on February 2, 2023 at 10:00AM.
9. On February 2, 2023 the Meeting of Creditors was held to consider, vote on and, if deemed appropriate, approve the Proposal.
10. At the Meeting of Creditors the Proposal was approved by the requisite majorities in both value and by number, with 100% of proven creditors approving the Proposal.
11. Prior to the Meeting of Creditors the Proposal Trustee received numerous proofs of claim which it reviewed with the Company to ascertain validity.
12. One proof of claim was provided by Amy Reid (the “**Reid Proof of Claim**”), which was disallowed in full pursuant to section 135 of the BIA. A disallowance notice was sent to Ms. Reid on or about January 31, 2023 (the “**Reid Disallowance**”). A complete copy of the Reid Proof of Claim is attached hereto at **Appendix “A”**. A copy of the Reid Disallowance is attached hereto at **Appendix “B”**.
13. On February 24, 2023 the Proposal Trustee was provided with an “Application to Reclassify Creditor Claim” (the “**Reid Application**”) and a supporting “Affidavit in Support of Application to Reclassify Creditor Claim” (the “**Reid Affidavit**”), sworn and filed by Amy Reid. The nature and basis of this Application is unclear, although it appears to be seeking to challenge the Reid Disallowance in some fashion.

## **Purpose of the report**

14. The Trustee submits this fourth report (the “**Fourth Report**”) to provide further and better information in respect of the Reid Disallowance and in opposition to the Reid Application.
15. For further background information on the Companies and these proceedings please refer to the Proposal Trustee’s website <https://home.kpmg/ca/brcapital>.

## **Terms of Reference**

16. In preparing this report, the Proposal Trustee has been provided with, and has relied upon, unaudited and other financial information and certain records (together, the “**Information**”) prepared by the Companies and/or their representatives, and discussions with Companies’ management and/or representatives. The Proposal Trustee has reviewed the Information for reasonableness, internal consistency and use in the context in which it was provided, the Proposal Trustee has not audited, reviewed or otherwise attempted to verify the accuracy or completeness of the Information in a manner that would wholly or partially comply with Canadian Auditing Standards (“**CAS**”) pursuant to the *Chartered Professional Accountants Handbook*, and accordingly the Proposal Trustee expresses no opinion or other form of assurance in respect of the Information.
17. Some information referred to in this report may consist of forecasts and projections, which were prepared based on Management’s estimates and assumptions. Such estimates and assumptions are, by their nature, not ascertainable and as a consequence no assurance can be provided regarding the forecasted or projected results. The reader is cautioned that the actual results will likely vary from the forecasts or projections, even if the assumptions materialize, and the variations could be significant.
18. The information contained in this report is not intended to be relied upon by any prospective purchaser or investor in any transaction with the Companies.
19. Unless otherwise stated, all monetary amounts noted herein are expressed in Canadian dollars.

## ***2. BACKGROUND TO THE REID DISALLOWANCE***

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20. The Proposal Trustee understands that Ms. Reid was employed by the Company in a low-level administrative role for less than three years between November 2014 and June 2017.
21. At the end of this time Ms. Reid was dismissed without cause and paid severance in lieu of notice in accordance with the Alberta Employment Standards Code. Given that Ms. Reid was employed by the Company for less than three years, her entitlement to severance under the *Employment Standards Code* was limited to two weeks' notice which was duly paid to her by the Company upon her termination.
22. In April 2019 Ms. Reid commenced litigation against ICE Health Systems Inc. (“ICE”) for, *inter alia*, wrongful dismissal. This action had not concluded and was therefore stayed by the filing of the Notice of Intention by ICE on September 16, 2022.
23. Ms. Reid was included on the list of creditors for purposes of being provided with all information in respect of these proceedings including the package sent prior to the Meeting of Creditors.
24. On or about January 30, 2023, Ms. Reid provided the Reid Proof of Claim to the Proposal Trustee.
25. The Reid Proof of Claim claimed the sum of \$51,096.59 but this was claimed only as against the Directors. The Reid Proof of Claim did not assert any claim against any of the debtor Companies. The only support provided for the Reid Proof of Claim were copies of a Civil Claim and an Amended Civil Claim in Provincial Court Action P1990101542, being Ms. Reid's claim against ICE, which were attached to the Reid Proof of Claim (the “**Reid Civil Claim**”).
26. On January 31, 2023, the Proposal Trustee disallowed the Reid Proof of Claim in full pursuant to sections 121 and 135 of the BIA, and sent the Reid Disallowance, on the basis that “[the Reid Civil Claim] is contingent and unliquidated as no court order or judgement has been awarded with regard to the Reid Claim and accordingly is not a provable claim.”
27. The Proposal Trustee considered the following when determining its review of the Reid Proof of Claim:
  - a) Pursuant to sections 121 and 135 of the BIA, the trustee is to determine whether any unliquidated and contingent claims are provable claims;

- b) The Company paid Ms. Reid severance owed at the time of her dismissal from the Company and believes no further money is outstanding to Ms. Reid;
- c) No supporting evidence was provided in support of the Reid Proof of Claim, beyond the Reid Civil Claim, which is denied by the Company; and
- d) The Reid Civil Claim is against ICE, while the Reid Proof of Claim is against the Directors.

28. Subsequently, on February 24, 2023, Ms. Reid filed and served the Reid Application and Reid Affidavit. While the nature and scope of the Reid Application is unclear on the face of the Reid Application, the Proposal Trustee believes that the Reid Application should be dismissed for the following reasons:

- a) It is unclear if the Reid Application is intended to be an appeal of the Reid Disallowance, and it should be noted that there is no reference in the Reid Application to section 135(4) of the BIA. In any case, if the Reid Application is intended to be an appeal of the Reid Disallowance such an appeal should be dismissed for the reasons set out above, and because there is no evidence tendered in support of the Reid Application which would support overturning the Reid Disallowance;
- b) The only sections of the BIA referenced in the Reid Application are s.50(17), and s.50(14)(a) and (b);

- i. Section 50(17) of the BIA reads:

*“50(17) The court, on application made at any time after a proposal is filed, may determine the classes of claims of claimants against directors and the class into which any particular claimant’s claim falls.”*

In this Proposal, there was only a single class of creditors, it was appropriate that there be a single class of creditors, and the vote has already been held at the creditor meeting. It is inappropriate for Ms. Reid to try to challenge the classification of creditors at all, and certainly at this stage, especially because she is not a proven creditor;

- ii. Section 50(14) of the BIA reads:

*“50(14) A provision for the compromise of claims against directors may not include claims that:*

*(a) relate to contractual rights of one or more creditors arising from contracts with one or more directors; or*

*(b) are based on allegations of misrepresentation made by directors to creditors or of wrongful or oppressive conduct by directors”.*

Article 7.3(c) of the Proposal in this case specifically incorporates the language in s.50(14) of the BIA and carves such claims out of the scope of the Release under the Proposal. Accordingly, the Proposal is compliant with s.50(14) of the BIA, and Ms. Reid can have no complaint on this basis; and

- c) It is entirely unclear what other issues the Reid Application may be trying to address. Much of what Ms. Reid says in the Reid Application and the Reid Affidavit makes little sense, appears to be unrelated to the Reid Disallowance, and appears to be simply a litany of complaints about the business of the Companies and its management with no obvious connection to the Reid Proof of Claim or the Reid Disallowance.

- 29. Given that the Proposal contemplates a fixed number of partnership units being distributed on a *pro rata* basis amongst proven creditors, it is critically important that all creditor claims be resolved as soon as possible, as unresolved creditor claims will prevent the implementation of the Proposal.

### **3. RECOMMENDATIONS**

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30. Based on the foregoing the Proposal Trustee is of the view that the Reid Application should be dismissed.

This Report is respectfully submitted this 1<sup>st</sup> day of March, 2023.

**KPMG Inc.**

**In its capacity as Proposal Trustee of  
BR Capital Inc., BR Capital LP,  
First Response International GP LP,  
First Response International Inc., First Response International LP,  
Health Education GP LP, Health Education LP, Help Inc.,  
ICE Health Systems GP LP, ICE Health Systems Inc.,  
ICE Health Systems LP, ICE Health Systems Ltd.,  
and SESCO Health Services Inc.  
and not in its personal or corporate capacity.**



Per: Neil Honess  
Senior Vice President

**APPENDIX "A"**  
**REID PROOF OF CLAIM**

KPMG  
DA-Restructuring & Turnaround  
205 -5 Ave SW Suite 3100  
Calgary, AB, T2P 4B9  
Via Email: [jsithole@kpmg.ca](mailto:jsithole@kpmg.ca)

January 30, 2023

**Re: BR Capital LP et al | Form 31 Proof of Claim**

Please see attached Proof of Claim 4G – Claim Against Director, Court Filings and Schedule 'A' outlining expense and interest calculations.

I will be submitting an application to the Courts in regards to section 50(17) of the Act – determination of classes of claims.

I am a whistleblower who was unjustly terminated and can provide information related to section 50(14a)(14b). My application will outline oppressive conduct by directors, my statement of claim was approved by a court order allowing #51 (Directors) and #52 (Companies) to be listed individually. This maneuver was purpose driven.

As a victim, a whistleblower and change agent it's offensive to be offered meaningless shares in a company run by BR Capital LP et al . Asking a victim to complete a subscription agreement , maintain my lifetime address(s) for tax purposes with the accused is some sort of cruel psychological harm not covered by the bankruptcies act and I require a Judge to intervene on matter.

Can you please provide context into examination of proof of claims as in my same application to the Courts I will be addressing creditors whom I oppose i.e. Essential Talk Network, all Directors.

Who may examine proofs

**126 (1)** Every creditor who has filed a proof of claim is entitled to see and examine the proofs of other creditors.

Regards



Amy Reid

[sleuthamy@gmail.com](mailto:sleuthamy@gmail.com)

District of: Alberta  
Division No. 02 - Calgary  
Court No. 2201-11627  
Estate No. 25-095315

- FORM 31 -  
Proof of Claim  
(Sections 50.1, 81.5, 81.6, Subsections 65.2(4), 81.2(1), 81.3(8), 81.4(8), 102(2), 124(2), 128(1),  
and Paragraphs 51(1)(e) and 66.14(b) of the Act)

In the Matter of the Proposal of  
BR Capital LP  
of the City of Calgary, in the Province of Alberta

All notices or correspondence regarding this claim must be forwarded to the following address:

143-B MAGNOLIA TERR. SE  
CALGARY AB T3M 3N3

In the matter of the proposal of BR Capital LP of the City of Calgary in the Province of Alberta and the claim of  
Amy Reid creditor.  
I, Amy Reid (name of creditor or representative of the creditor), of the city of Calgary in the  
province of Alberta, do hereby certify:

1. That I am a creditor of the above named debtor (or I am A Reid (position/title) of \_\_\_\_\_,  
creditor).

2. That I have knowledge of all the circumstances connected with the claim referred to below.

3. That the debtor was, at the date of proposal, namely the 13th day of January 2023, and still is, indebted to the creditor in the sum of  
\$51,096.59, as specified in the statement of account (or affidavit) attached and marked Schedule "A", after deducting any  
counterclaims to which the debtor is entitled. (The attached statement of account or affidavit must specify the vouchers or other evidence in  
support of the claim.)

4. (Check and complete appropriate category.)

A. UNSECURED CLAIM OF \$ \_\_\_\_\_

(other than as a customer contemplated by Section 262 of the Act)

That in respect of this debt, I do not hold any assets of the debtor as security and  
(Check appropriate description.)

Regarding the amount of \$ \_\_\_\_\_, I claim a right to a priority under section 136 of the Act.

Regarding the amount of \$ \_\_\_\_\_, I do not claim a right to a priority.  
(Set out on an attached sheet details to support priority claim.)

B. CLAIM OF LESSOR FOR DISCLAIMER OF A LEASE \$ \_\_\_\_\_

That I hereby make a claim under subsection 65.2(4) of the Act, particulars of which are as follows:  
(Give full particulars of the claim, including the calculations upon which the claim is based.)

C. SECURED CLAIM OF \$ \_\_\_\_\_

That in respect of this debt, I hold assets of the debtor valued at \$ \_\_\_\_\_ as security, particulars of which are as follows:  
(Give full particulars of the security, including the date on which the security was given and the value at which you assess the security,  
and attach a copy of the security documents.)

D. CLAIM BY FARMER, FISHERMAN OR AQUACULTURIST OF \$ \_\_\_\_\_

That I hereby make a claim under subsection 81.2(1) of the Act for the unpaid amount of \$ \_\_\_\_\_  
(Attach a copy of sales agreement and delivery receipts.)

District of Alberta  
Division No. 02 - Calgary  
Court No. 2201-11627  
Estate No. 25-095315

FORM 31 --- Concluded  
In the Matter of the Proposal of  
BR Capital LP  
of the City of Calgary, in the Province of Alberta

- E. CLAIM BY WAGE EARNER OF \$ \_\_\_\_\_  
 That I hereby make a claim under subsection 81.3(8) of the Act in the amount of \$ \_\_\_\_\_,  
 That I hereby make a claim under subsection 81.4(8) of the Act in the amount of \$ \_\_\_\_\_,  
 F. CLAIM BY EMPLOYEE FOR UNPAID AMOUNT REGARDING PENSION PLAN OF \$ \_\_\_\_\_  
 That I hereby make a claim under subsection 81.5 of the Act in the amount of \$ \_\_\_\_\_,  
 That I hereby make a claim under subsection 81.6 of the Act in the amount of \$ \_\_\_\_\_,  
 G. CLAIM AGAINST DIRECTOR \$ 51,096.59

*(To be completed when a proposal provides for the compromise of claims against directors.)*  
That I hereby make a claim under subsection 50(13) of the Act, particulars of which are as follows:  
*(Give full particulars of the claim, including the calculations upon which the claim is based.)*

- H. CLAIM OF A CUSTOMER OF A BANKRUPT SECURITIES FIRM \$ \_\_\_\_\_

That I hereby make a claim as a customer for net equity as contemplated by section 262 of the Act, particulars of which are as follows:  
*(Give full particulars of the claim, including the calculations upon which the claim is based.)*

5. That, to the best of my knowledge, I \_\_\_\_\_ (am/am not) (or the above-named creditor \_\_\_\_\_ (is/is not)) related to the debtor within the meaning of section 4 of the Act, and \_\_\_\_\_ (have/has/have not/has not) dealt with the debtor in a non-arm's-length manner.

6. That the following are the payments that I have received from, and the credits that I have allowed to, and the transfers at undervalue within the meaning of subsection 2(1) of the Act that I have been privy to or a party to with the debtor within the three months (or, if the creditor and the debtor are related within the meaning of section 4 of the Act or were not dealing with each other at arm's length, within the 12 months) immediately before the date of the initial bankruptcy event within the meaning of Section 2 of the Act: (Provide details of payments, credits and transfers at undervalue.)

7. (Applicable only in the case of the bankruptcy of an individual.)

- Whenever the trustee reviews the financial situation of a bankrupt to redetermine whether or not the bankrupt is required to make payments under section 68 of the Act, I request to be informed, pursuant to paragraph 68(4) of the Act, of the new fixed amount or of the fact that there is no longer surplus income.
- I request that a copy of the report filed by the trustee regarding the bankrupt's application for discharge pursuant to subsection 170(1) of the Act be sent to the above address.

Dated at Calgary, AB, this 30 day of January, 2023.

Megan Jean  
Witness

[Signature]  
Creditor

Phone Number: 403 479 6106  
Fax Number : \_\_\_\_\_  
E-mail Address : Steehanym@gmail.com

NOTE: If an affidavit is attached, it must have been made before a person qualified to take affidavits.

WARNINGS: A trustee may, pursuant to subsection 128(3) of the Act, redeem a security on payment to the secured creditor of the debt or the value of the security as assessed, in a proof of security, by the secured creditor.

Subsection 20(1) of the Act provides severe penalties for making any false claim, proof, declaration or statement of account.

Plaintiff - Amy Reid

Action Number  
PI 9920101542

COURT Provincial Court of Alberta (Civil)  
COURT LOCATION **Calgary**  
Calgary Courts Centre, Suite 606-S, 601-5 Street SW  
Calgary AB T2P 5P7  
Phone: 403-297-7217 Fax: 403-297-7374



PLAINTIFF(S) Amy Reid  
DEFENDANT(S) ICE Health Systems Inc

DOCUMENT **Civil Claim**

**NOTICE TO DEFENDANT(S)**  
You are being sued. You are a Defendant. Failure to respond to this Civil Claim may result in a judgment being entered against you. Go to the end of this document to see what you can do and when you must do it.

The Claim arose at Calgary, Alberta on or about June 7, 2017  
City/Town Date in Full

**1. The Plaintiff(s) claims from the Defendant(s):** (check applicable box(es))

- \$ 50,000.00 (Amount claimed, not including interest or costs)
- Interest from the date the claim arose to the date of judgment pursuant to: (check applicable box(es))
  - an agreement between the Plaintiff(s) and the Defendant(s) at the rate of \_\_\_\_\_ % per year.
  - the *Judgment Interest Act*
  - Other (describe the basis for and amount of your interest claim):

- Costs
  - filing fee and costs for service of the claim and any steps taken up to judgment
  - Other (describe the basis for and amount of any other costs you are requesting):
    - \$576.45 fee paid to StoneTree Law for review of termination documents and demand letter 01/03/18
    - \$22.30 fee paid for Corporation Registry Search 04/26/19

Other (describe any other relief that you are requesting):

**2. Abandonment of excess portion of claim**  
(check the following box *only* if you are abandoning any claim that exceeds the financial jurisdiction of this Court).

I abandon that part of the Civil Claim that exceeds the financial jurisdiction of this Court. I understand and agree that I cannot recover in this Court or any other Court the part of my Civil Claim that is abandoned.

3. I will be calling 1 witness(es) at the trial of this matter, including myself.

#### 4. Parties' Contact Information

**Plaintiff(s)** (provide the following information for each Plaintiff)

Last Name, or Name of Company (Corporation or Business/Trade Name)		18 years old or over?	
Reid		<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	
First Name	Middle Name		
Amy			
Address for Service (Building, Street, Apt, Unit, PO Box Number)			
410 Cranford Court SE			
City/Town	Province/Territory	Postal Code	
Calgary	Alberta	T3M 0W3	
Daytime Phone Number	Cellular Phone Number	Fax Number for Service	
	403-479-6106		
Email Address for Service			Represented by:
amynreid@shaw.ca			<input type="checkbox"/> Lawyer
Name of Lawyer / Student-at-law / Agent (if any)			<input type="checkbox"/> Student-at-law
Firm Name (if any)			<input type="checkbox"/> Agent
			<input checked="" type="checkbox"/> Self

**Defendant(s)** (provide the following information for each Defendant)

Last Name, or Name of Company (Corporation or Business/Trade Name)		18 years old or over?	
ICE Health Systems Inc.		<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	
First Name	Middle Name		
Address of Most Usual Place of Residence or Registered Office or Place of Business (Building, Street, Apt, Unit, PO Box Number)			
Suite 240, 4000 Glenmore Court SE			
City/Town	Province/Territory	Postal Code	
Calgary	Alberta	T2C 5R8	
Daytime Phone Number	Cellular Phone Number	Fax Number	
866-292-9725	403-861-5521		
Email Address			
jlawson@icehealthsystems.com			

**WARNING** - It is YOUR responsibility to notify the Court office and all other parties in writing of any change in your contact information or address for service. Failure to do so may result in court appearances being held, or an order or judgment being issued against you, without your knowledge.

#### 5. Reasons for Claim

The reasons for the claim by the Plaintiff(s) are set out in the attachment:  
(choose from the following types of claims)

- |  |  |
|--|--|
| <input type="checkbox"/> General Claim (A)                               | <input type="checkbox"/> Personal Injury (other than Motor Vehicle Accident) (G) |
| <input type="checkbox"/> Amount Owing for Goods and Services (B)         | <input type="checkbox"/> Payday Loan (H)   |
| <input type="checkbox"/> Debt Claim (C)                                  | <input type="checkbox"/> Breach of Contract (I)                                  |
| <input type="checkbox"/> Motor Vehicle Accident (D)                      | <input checked="" type="checkbox"/> Wrongful Dismissal (J)                       |
| <input type="checkbox"/> Return of Security Deposit (Damage Deposit) (E) | <input type="checkbox"/> Return of Personal Property (Replevin) (K)              |
| <input type="checkbox"/> Damages to Property (F)                         |  |

**Wrongful Dismissal**

The Plaintiff was employed by the Defendant(s) from November 3, 2014 to June 7, 2017, performing  
Date in Full Date in Full

the following work:

Investor Relations & Operations Admin

The Defendant(s) wrongfully terminated the Plaintiff's employment on June 7, 2017.  
Date in Full

As of the date of termination of employment, the Plaintiff was receiving the following compensation:

(Describe the agreed rate of pay - hourly, weekly, salary, bonuses, benefits, etc.)

Annual Salary = \$75,766.08 (\$38.85/per hour with a 37.5 hour work week)

Alberta Blue Cross Benefits (Premiums paid 100% by ICE Health Systems) / Health Care Spending Account (\$600/per annum)

+ 3 Weeks Vacation

The Plaintiff claims against the Defendant(s) the amount of \$ 50,000.00 calculated as follows:  
Amount

<input checked="" type="checkbox"/> severance pay	\$	<u>\$37883.04</u>
<input type="checkbox"/> vacation pay	\$	<u>                    </u>
<input type="checkbox"/> bonuses/commissions	\$	<u>                    </u>
<input checked="" type="checkbox"/> benefits	\$	<u>\$5682.45</u>
<input checked="" type="checkbox"/> other (describe)	\$	<u>\$6434.51</u>

Bad Faith Dismissal/Punitive Damage

Additional reasons for the claim by the Plaintiff(s) are:

(Briefly describe any additional reasons for your claim against the Defendant(s).)

COURT Provincial Court of Alberta (Civil)  
COURT LOCATION **Calgary**  
Calgary Courts Centre, Suite 606-S, 601-5 Street SW  
Calgary AB T2P 5P7  
Phone: 403-297-7217 Fax: 403-297-7374

PLAINTIFF(S) Amy Reid

DEFENDANT(S) ICE Health Systems Inc.



DOCUMENT **AMENDED Civil Claim**

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The Claim arose at Calgary, Alberta on or about June 7, 2017  
City/Town Date in Full

**1. The Plaintiff(s) claims from the Defendant(s):** (check applicable box(es))

- \$ 50,000.00 (Amount claimed, not including interest or costs)
- Interest from the date the claim arose to the date of judgment pursuant to: (check applicable box(es))
  - an agreement between the Plaintiff(s) and the Defendant(s) at the rate of \_\_\_\_\_ % per year.
  - the *Judgment Interest Act*
  - Other (describe the basis for and amount of your interest claim):  
I am seeking interest up until March 9, 2021 as this was the original scheduled trial date.

- Costs
  - filing fee and costs for service of the claim and any steps taken up to judgment
  - Other (describe the basis for and amount of any other costs you are requesting):  
I would like to be compensated for self-representation based on my prof rates.  
I would like to be compensated for legal fees for a demand letter (\$576.45), and costs for filing fees, Corp Registry, FOIP, photocopying, registered mail.

Other (describe any other relief that you are requesting):

Amended this 1 day of March 20 21  
Pursuant to Proc. Reg. 12 2(b)  
D/Clerk of the Provincial Court  
*[Signature]*

**2. Abandonment of excess portion of claim**

(check the following box only if you are abandoning any claim that exceeds the financial jurisdiction of this Court).  
 I abandon that part of the Civil Claim that exceeds the financial jurisdiction of this Court. I understand and agree that I cannot recover in this Court or any other Court the part of my Civil Claim that is abandoned.

3. I will be calling 5 witness(es) at the trial of this matter, including myself.

#### 4. Parties' Contact Information

##### Plaintiff(s) (provide the following information for each Plaintiff)

Last Name, or Name of Company (Corporation or Business/Trade Name)			18 years old or over?		
Reid			<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A		
First Name		Middle Name			
Amy					
Address for Service (Building, Street, Apt, Unit, PO Box Number)					
410 Cranford Court SE					
City/Town		Province/Territory		Postal Code	
Calgary		Alberta		T3M 0W3	
Daytime Phone Number		Cellular Phone Number		Fax Number for Service	
403-479-6106					
Email Address for Service				Represented by:	
amynreid@shaw.ca				<input type="checkbox"/> Lawyer	
Name of Lawyer / Student-at-law / Agent (if any)				<input type="checkbox"/> Student-at-law	
Firm Name (if any)				<input type="checkbox"/> Agent	
				<input checked="" type="checkbox"/> Self	

##### Defendant(s) (provide the following information for each Defendant)

Last Name, or Name of Company (Corporation or Business/Trade Name)			18 years old or over?		
ICE Health Systems Inc.			<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A		
First Name		Middle Name			
Address of Most Usual Place of Residence or Registered Office or Place of Business (Building, Street, Apt, Unit, PO Box Number)					
Suite 240, 4000 Glenmore Court SE					
City/Town		Province/Territory		Postal Code	
Calgary		Alberta		T2C 5R8	
Daytime Phone Number		Cellular Phone Number		Fax Number	
403-234-3296					
Email Address					
dhaliwal@burstall.com					

**WARNING** - It is YOUR responsibility to notify the Court office and all other parties in writing of any change in your contact information or address for service. Failure to do so may result in court appearances being held, or an order or judgment being issued against you, without your knowledge.

#### 5. Reasons for Claim

The reasons for the claim by the Plaintiff(s) are set out in the attachment:  
(choose from the following types of claims)

- |  |  |
|--|--|
| <input type="checkbox"/> General Claim (A)                               | <input type="checkbox"/> Personal Injury (other than Motor Vehicle Accident) (G) |
| <input type="checkbox"/> Amount Owing for Goods and Services (B)         | <input type="checkbox"/> Payday Loan (H)   |
| <input type="checkbox"/> Debt Claim (C)                                  | <input type="checkbox"/> Breach of Contract (I)                                  |
| <input type="checkbox"/> Motor Vehicle Accident (D)                      | <input checked="" type="checkbox"/> Wrongful Dismissal (J)                       |
| <input type="checkbox"/> Return of Security Deposit (Damage Deposit) (E) | <input type="checkbox"/> Return of Personal Property (Replevin) (K)              |
| <input type="checkbox"/> Damages to Property (F)                         |  |

**Wrongful Dismissal**

The Plaintiff was employed by the Defendant(s) from November 3, 2014 to June 7, 2017, performing  
Date in Full Date in Full

the following work:

Investor Relations and Operations Admin

The Defendant(s) wrongfully terminated the Plaintiff's employment on June 7, 2017.  
Date in Full

As of the date of termination of employment, the Plaintiff was receiving the following compensation:

(Describe the agreed rate of pay - hourly, weekly, salary, bonuses, benefits, etc.)

Annual Salary = \$75,766.08 (\$38.85/per hour with a 37.50 hour work week)

Alberta Blue Cross Benefits (Premiums paid 100% by ICE Health Systems) / Health Care Spending (\$600/per annum) + 3

Weeks Vacation

The Plaintiff claims against the Defendant(s) the amount of \$ 50,000.00 calculated as follows:  
Amount

<input checked="" type="checkbox"/> severance pay	\$	<u>\$37883.04</u>
<input type="checkbox"/> vacation pay	\$	<u>                    </u>
<input type="checkbox"/> bonuses/commissions	\$	<u>                    </u>
<input checked="" type="checkbox"/> benefits	\$	<u>\$5682.45</u>
<input checked="" type="checkbox"/> other (describe)	\$	<u>\$6434.51</u>

Aggravated/Bad Faith/Punitive

Additional reasons for the claim by the Plaintiff(s) are:

*(Briefly describe any additional reasons for your claim against the Defendant(s).)*

As a self-represented Plaintiff I ask that I not be confined to the amount of damages set out in my pleadings. The above amounts to 6 months pay, 15% benefits and other. However, at the time of filing I do not know if my employment contract is even valid so I ask the Courts to look at my claim of \$50K as a whole and award damages/severance/benefits based on facts/determinations made at trial. The Defendant was made aware of the relevant heads of damages in my pleadings. I should also be compensated for any Stat Holiday pay for any severance pay period awarded.

**SCHEDULE 'A'**

<b>Date</b>	<b>Fixed Costs</b>	<b>Amount</b>
1/3/2018	StoneStreet Law	576.45
4/26/2019	Corp Registry Search	22.30
4/30/2019	Court Fee	200.00
5/22/2019	Court Fee	25.00
4/23/2020	OHS FOIP	25.00
4/26/2020	Staples	12.60
4/26/2020	Canada Post	15.98
5/1/2020	Corp Registry Search	23.80
1/10/2021	Staples	20.46
1/12/2021	Canada Post	13.59
1/12/2021	Court Parking	14.70
1/12/2021	Court Fee	50.00
3/1/2021	Canada Post	12.27
3/1/2021	Canada Post	12.27
3/1/2021	Court Parking	14.70
8/16/2022	Staples	6.72
8/16/2022	Court Parking	10.50
8/16/2022	Canada Post	23.25
1/23/2023	Corp Registry Search	17.00
		\$1,096.59

7/7/2017	Interest from date claim arose	TDB by Courts
7/7/2017 - Present	Costs for self representation	TDB by Courts

**My Claim**

- 1) ICE Health Systems Inc. is a software company located at 240, 4000 Glenmore Court SE Calgary T2C 5R8.
- 2) ICE Health Systems Inc., the defendant, will be referred to as ICE hereinafter.
- 3) In Oct 2014, I responded to a job ad on Monster for Client Account Specialist. I received a letter of offer for \$70,050 that stated comprehensive benefit and a commencement date of November 3, 2014.
- 4) ICE terminated me without just cause on June 7, 2017.
- 5) I am seeking damages pursuant to wrongful dismissal, unfair dismissal, breach of contract, punitive damages, aggravated damages, bad faith, damages for reasonable notice, special compensation.
- 6) ICE provided misleading information in their job ad.
- 7) ICE provided misleading information at both telephone interview and in person interview. Existing facts were misrepresented/hidden, untrue representations were made.
- 8) ICE has over 20 affiliated companies. I performed job tasks related to all entities.
- 9) Fresh consideration is absent - I was hired as a Client Account Specialist in 2014 and terminated as an Investor Relations & Ops Admin in 2017.
- 10) I reported Accounting & HR Manager, Pamela Little, for a host of violations and unprofessional misconduct. I reported this verbally to management and provided a detailed account in writing.
  - a) Harassment
  - b) Bullying & degrading
  - c) Inappropriate conversations of a sexual nature
  - d) Alberta Blue Cross Insurance Fraud
  - e) Theft
  - f) Misconduct
  - g) Unprofessionalism
  - h) Discrimination
  - i) Temper tantrums
  - j) Power trips
  - k) Daily errors
  - l) Unauthorized payroll advances
  - m) Unauthorized purchase of goods
  - n) Violence
  - o) HR practices that did not align with industry standards
- 11) During my employment at ICE, I received a 4% raise in 2015 and a 4% raise in 2016.

- 12) I received no negative performance reviews and/or sanctions during my employment from 2014-2017.
- 13) ICE was obligated to provide me a safe working environment in accordance with the Occupational Health & Safety Act, the Occupational Health & Safety Code and the Occupational Health & Safety Regulation. Occupational Health and Safety Act, RSA 2000, c O-2
- 14) No verbal or written complaints made by me were properly documented or investigated. ICE failed to adequately prepare the workplace, investigate or take steps to address inappropriate workplace conduct.
- 15) June 7, 2017 - I reported to work in the morning and retrieved my own termination papers off the printer. Discovery of my own termination documents on a company printer lacked any duty of care.
- 16) June 7, 2017 - Accounting & HR Manager, Pamela Little, appears at my office doorway and asks me if I read the documents on the printer because if so, they are confidential. She then enters boardroom and closes door, the CEO and CFO are in boardroom as well.
- 17) June 7, 2017 - James Lawson (CFO) enters my office and assigns me a new task that had never been asked of me in the past. They needed to raise \$1M and wanted the top investors to get a personalized limited time offering. My deadline was early afternoon.
- 18) ICE has a company policy specifically related to the time of terminations related to the office security code; terminations take place at 3PM.
- 19) June 22, 2017 - ICE intentionally issued a misleading/fraudulent ROE. The ROE stated reason as K - Other. I called Service Canada who directed to me their site about employer requirements and was advised to request an ROE that was factual and if non-compliant I was encouraged to lodge a formal complaint to review as this is a serious offence to misrepresent the reason for issuing the ROE on a gov't form.
- 20) June 27, 2017 - ICE issued amended ROE with reason as M -Dismissal
- 21) I applied for EI; EI investigation was delayed due to wildfires. My application was granted. There was no fault assigned to me.
- 22) Mileage/KM's – I was never compensated for daily personal use of my vehicle i.e. Royal Bank, Canada Post, Grocery.
- 23) n/a
- 24) My termination was an arbitrary and willful breach of my employment contract, conducted in a high handed and flagrant manner. To insult me further, Pamela Little, the person whom I reported was listed as my direct contact for any information related to my termination.
- 25) August 30, 2019 - I attend Court before Judge Day & request that Burstall LLP have their client ICE remove me from being their Admin on their LinkedIn business account. I was terminated June 2017 and by August 2019, they have failed to revoke my control of the largest business social media account in the world.
- 26) ICE provides a negative employee reference at background checks hindering my job search.

- 27) At the time of termination, June 2017, my salary was \$75,766.08 (\$38.85/per hour 37.50-hour work week. Alberta Blue Cross benefits premiums solely paid for by employer and with a \$600 Health Care Spending account plus 3 weeks' vacation.
- 28) At the time of termination Alberta was in an economic downturn.
- 29) ICE demonstrated a culture of indifference to workplace policies or was absent of mandated provincial policies all together. Employers should not only have policies dealing with violence, harassment, and other forms of mistreatment in the workplace, but should actively enforce such policies. Employers should not threaten to impose, or impose, discipline if and when workplace complaints turn out to be unfounded, as this will discourage employees from bringing forth good faith concerns. Discipline should only occur if, after a fair investigation, it is determined that an employee filed a meritless complaint for improper, vexatious, and/or bad faith purposes.
- 30) Managers/ supervisors and employers should be held accountable for behavior towards employees that is abusive, unfair or insensitive.
- 31) An OHS Investigator conducted a site visit at 240, 4000 Glenmore Court SE Calgary T2C 5R8. Three orders issued as follows:  
Order # 1 - An employer who employs 20 or more workers shall establish, in consultation with the joint work site health and safety committee, a health and safety program as per Section 37(1) of the AB OHS Act.  
Order # 2 - The employer must develop and implement a violence prevention plan that includes a violence prevention policy and violence prevention procedures as per Section 390(1) of the OHS Code.  
Order # 3 - The employer must develop and implement a harassment prevention plan that includes a harassment prevention policy and harassment prevention procedures as per Section 390.4(1) of the AB OHS Code.

### **The Plaintiff**

- 32) I was born in 1975.
- 33) I have a high school diploma.
- 34) I was employed from 2007 to 2014 with General Electric Commercial Finance (GE Capital). I worked from a home office, travelled Southern Alberta, company car, great salary, pension, perks, fully paid medical benefits - I was content/satisfied. In 2014, I was diagnosed with a physical medical condition (non-injury related), a GE doctor and nurse were assigned to my file and they flew to Calgary from Ontario for assessment. It was them that placed me on medical disability as my condition was considered a liability in the field of work, I was involved in. After 3 months of disability I had to make the decision to look for a new role as my disability was 100%, declining to 75% after 3 months and declining to 50% with the pickup of my company car by 6 months. I resigned from GE for role at ICE.
- 35) I was unable to secure permanent full-time employment until September 2019.
- 36) This termination has negatively impacted me financially, resulting in me becoming a recipient of Alberta Works, Community & Social Services and the Calgary Fair Entry Program.
- 37) I was debt free (aside form mortgage/car) with RRSP's at the time of termination, I am now in the opposite financial position years later due to termination.

- 38) Being terminated has attacked my identity, self-esteem and self-worth.
- 39) The ability to support myself was unexpectedly and immediately extinguished.
- 40) I suffered food insecurity as a result of my termination.
- 41) I suffered medication insecurity as a result of my termination.
- 42) I suffered emotional turmoil and humiliation as a result of my termination.
- 43) I have two medical diagnoses as a result of my termination and have medical documentation to support this claim.
- 44) This termination has affected my overall wellbeing & caused undue hardship.
- 45) Mitigation – I did properly mitigate my losses & would not have qualified for gov't assistance had I not.
- 46) I would like to be compensated for self-representation. I work in FIN/OPS for a USA investment bank and have a license issued by SolGen.
- 47) I am an extremely private person and the fact that I am willing to sacrifice my privacy and expand my own digital footprint by pursuing this case speaks volumes. I am aware that aside from any monetary judgement my name and details of case will be published on CanLii. This case could also set a Precedent and be referred to in the future. Any member of the public can also pay a fee and obtain copies of all our claims/counterclaims/dispute notes.
- 48) I moved to Alberta 20 years ago. My first role in Alberta I was sexually harassed, I reported incidents numerous times and eventually I was sexually assaulted. I filed a Human Rights complaint on my own and it was accepted. I then hired Gary Greenan and case was settled out of Court. After lawyers cut and re-paying EI, I was left with \$1,700. I signed a legal release essentially for \$1,700 and then years later the #MeToo movement happened and I am censored/muted.
- 49) I am from a Military family and have lived in various towns in Nova Scotia & New Brunswick. I have experience in the Judicial system beginning as a Minor Child in NS, NB & AB - as a victim in three provinces. I am under no obligation to negotiate with charlatans and I am also aware I will never be made whole.
- 50) Legal Release – would prevent me from cooperating with inquiries/investigations outside of this action.

**The Defendants**

51) Directors:

- I. Dr. Warren Bean
- II. Dr. Claude Boutin
- III. Dr. Lorne Kamelchuk
- IV. Dr. Mark Genuis (CEO)
- V. Dr. Kevin Carlson
- VI. James E Lawson, CPA (CFO)

52) ICE has over 20 affiliated companies/aliases registered at Corporate Registry.

1. 1756045 AB ULC
2. BR Capital Inc.
3. BR Capital Limited Partnership
4. Collaboration for Health IT
5. Cosmetic Patient Support GP Limited Partnership
6. Cosmetic Patient Support Inc
7. Cosmetic Patient Support Limited Partnership
8. Essential Talk Network Incorporated
9. First Response International GP Limited Partnership
10. First Response International Inc.
11. First Response International Limited Partnership
12. Health Education Limited Partnership
13. HELP General Partner Inc.
14. HELP GP Limited Partnership
15. ICE Health Systems GP Limited Partnership
16. ICE Health Systems Inc. (formerly NGD Inc.)
17. ICE Health Systems Limited Partnership
18. ICE Health Systems Ltd
19. MDCollaborate Inc.
20. MDCollaborate Limited Partnership
21. SESCI (Servicio de Excelencia en Salud y Comunicación por Internet)
22. SESCI Health Services Inc
23. Youth Education Services Inc

53) n/a

54) n/a

55) n/a

56) n/a

57) n/a

58) n/a

59) n/a

60) n/a

61) n/a

62) ICE has a high employment turnover rate.

63) ICE operates based on fear-based leadership & provided a toxic work culture.

64) ICE did not promote a healthy work environment.

65) ICE did not provide employees pay stubs; we simply received an RBC deposit notification for net pay, this is contrary to Employment Standards requirements. Payroll was completed manually via excel files, not a real payroll system.

66) ICE created a parking policy that violates persons with a Handicap placards rights and the HR Manager said, "if she can walk around the Mall, she can walk around the Building". HR lacked knowledge on duty to accommodate.

67) ICE was cash strapped; employees were paid once per month & directors frequently had to stroke a cheque just to make monthly payroll/rent obligations. Dr. Mark Genuis was the CEO but contributed zero dollars during my tenure.

68) ICE would use investor funds recklessly, some examples are a private golf course membership, a \$2500 espresso machine, Holiday parties with an open bar for staff/spouses, entering in MOU's with persons convicted of investor fraud, the CEO constantly changing flights/travel plans.

69) Their misconduct has been prolonged, premeditated and multi-faceted in nature.

### **Summary**

70) ICE misconduct is a marked departure from ordinary standards of decent behavior.

71) Businesses must take responsibility for their actions as part of society. ICE is consistently inconsistent with following guidelines/rules.

72) There is a power imbalance in employment relationships and a vulnerability of employees in relation to their employers.

73) I request that The Provincial Court be cognizant of irresponsible approaches to wrongful dismissal litigation. The defendants have not acted reasonably in respect to how they treated me as an employee, how they terminated me and how they have conducted themselves in litigation.

**APPENDIX "B"**  
**REID DISALLOWANCE**

District of: Alberta  
Division No. 02 - Calgary  
Court No. 2201-11627  
Estate No. 25-095315

FORM 77

Notice of Disallowance of Claim, Right to Priority or Security or Notice of Valuation of Claim  
(Subsection 135(3) of the Act)

In the Matter of the Proposal of  
BR Capital LP  
of the City of Calgary, in the Province of Alberta

Reid, Amy  
143-B Magnolia Terrace SE, Calgary, AB,  
T3M 3N3  
Calgary AB

Take notice that:

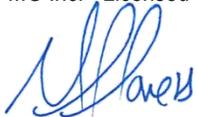
As trustee acting in the matter of the proposal of BR Capital LP, we have disallowed your claim (or your right to a priority or your security on the property) in whole, pursuant to subsection 135(2) of the Act, for the following reasons:

Your civil claim against the companies is considered a contingent claim in the proposal proceedings. In accordance with Sections 121 and 135 of the Bankruptcy and Insolvency Act, the Trustee shall determine whether any contingent claim or unliquidated claim is a provable claim. As no Court order has been issued or judgement awarded with regard to the outcome of your civil claim, the trustee has determined your claim is not a provable claim, and must disallow it for purposes of these proposal proceedings.

And further take notice that if you are dissatisfied with our decision in disallowing your claim in whole (or a right to rank or your security or valuation of your claim), you may appeal to the court within the 30-day period after the day on which this notice is served, or within any other period that the court may, on application made within the same 30-day period, allow.

Dated at the City of Calgary in the Province of Alberta, this 31st day of January 2023.

KPMG Inc. - Licensed Insolvency Trustee



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3100, 205 5 Avenue SW  
Calgary AB T2P 4B9  
Phone: (403) 691-8014 Fax: (403) 691-8008