

COURT FILE NO. 2201-11627  
COURT COURT OF KING'S BENCH OF ALBERTA  
JUDICIAL CENTRE CALGARY

IN THE MATTER OF THE *BANKRUPTCY AND INSOLVENCY ACT*, RSC 1985, C C-8, AS AMENDED

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

AND IN THE MATTER OF A PLAN OF ARRANGEMENT OF HEALTH SYSTEMS INC., HELP INC., FIRST RESPONSE INTERNATIONAL INC., ICE HEALTH SYSTEMS LTD. AND SESCO HEALTH SERVICES INC. UNDER THE *BUSINESS CORPORATIONS ACT*, RSA 2000, CH B-9, AS AMENDED

APPLICANTS BR CAPITAL LP, BR CAPITAL INC., ICE HEALTH SYSTEMS LTD., ICE HEALTH SYSTEMS GP LP, ICE HEALTH SYSTEMS INC., HEALTH EDUCATION LP, HEALTH EDUCATION GP LP, HELP INC., FIRST RESPONSE INTERNATIONAL LP, FIRST RESPONSE INTERNATIONAL GP LP, FIRST RESPONSE INTERNATIONAL INC., ICE HEALTH SYSTEMS INC. AND SESCO HEALTH SERVICES INC.

DOCUMENT SUPPLEMENTAL AFFIDAVIT IN SUPPORT OF APPLICATION FOR THE APPROVAL OF THE PROPOSAL

ADDRESS FOR SERVICE AND CONTACT INFORMATION OF PARTY FILING THIS DOCUMENT  
**Gowling WLG (Canada) LLP**  
1600, 421 - 7th Avenue S.W.  
Calgary, AB T2P 4K9  
Telephone (403) 298-1938 / (403) 298-1018  
Facsimile (403) 263-9193  
File No. A167833

Attention: Tom Cumming / Stephen Kroeger

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**SUPPLEMENTAL AFFIDAVIT OF JAMES E. LAWSON**  
**SWORN MARCH 1, 2023**

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I, **JAMES E. LAWSON**, of the City of Calgary, in the Province of Alberta, **MAKE OATH AND SAY THAT:**

1. I am the Chief Financial Officer of the BR Capital Limited Partnership ("**BR LP**"), BR Capital Inc. ("**BR GP**"), ICE Health Systems Limited Partnership ("**ICE LP**"), ICE Health Systems GP Limited Partnership ("**ICE GP LP**"), ICE Health Systems Inc. ("**ICE AB Inc.**"), Health Education Limited Partnership ("**HE LP**"), Health Education GP Limited Partnership ("**HE GP LP**"), Help General Partner Inc. ("**HE Inc.**"), First Response International Limited Partnership ("**FRI LP**"), First Response International GP Limited Partnership ("**FRI GP LP**"), First Response International Inc. ("**FRI Inc.**"), ICE Health Systems Ltd. ("**ICE Ltd.**"), and SESCO Health Services Inc. ("**SESCI**") (collectively, the "**Debtors**" or "**BR Capital**", and individually, a "**Debtor**"), and a director of BR GP, ICE AB Inc., FRI Inc., HE Inc. ICE Ltd. and SESCO, and as such have personal knowledge of the matters herein deposed to, except where stated to be based upon information and belief, in which case I verily believe same to be true.
2. I am authorized to swear this Affidavit as corporate representative of the Debtors.
3. This Affidavit is sworn in response to the Application of Amy Reid filed February 24, 2023 in these proceedings.

***Ms. Reid's Employment with ICE AB INC.***

4. Ms. Reid was hired by ICE AB Inc. in approximately late October 2014 as a Client Account Specialist. In that role, she was responsible for assisting the Client Care Team with various accounts, among other responsibilities. Her first day of employment with ICE AB Inc. was November 3, 2014. A copy of the Client Account Specialist Job advertisement is attached hereto as Exhibit "A".

5. Ms. Reid's terms of employment were contained in the following:
  - (a) Offer of Employment dated October 21, 2014. A copy of the Offer of Employment signed by me is attached as Exhibit "B" to my Affidavit;
  - (b) Summary of Employment Standards of ICE AB Inc. signed by Ms. Reid on November 3, 2014. A copy of the Summary of Employment Standards is attached as Exhibit "C" to my Affidavit; and
  - (c) Confidentiality and Non-Disclosure Agreement dated November 3, 2014. A copy of the Confidentiality and Non-Disclosure Agreement is attached hereto as Exhibit "D",  
  
(collectively the above are referred to as the "**Employment Contract**").
6. Ms. Reid's salary as at November 3, 2014 was \$70,050, plus benefits.
7. Ms. Reid was originally hired to support the Client Care team as a Client Account Specialist, but seemed unhappy with that role. As a result, in about August 2015, she was moved to a support position with the Investor Relations and Operations team to perform certain administrative tasks.

***The Termination of Ms. Reid's Employment***

8. Ms. Reid was terminated without cause on June 7, 2017. I was present at the meeting during which Ms. Reid was advised her employment with ICE AB Inc. was terminated. Attached hereto as Exhibit "E" is a copy of the termination letter dated June 7, 2017.
9. At the time of termination, Ms. Reid was provided pay in lieu of severance in accordance with her Employment Contract and the *Employment Standards Code*, RSA 2000, c E-9.
10. At the time of termination, Ms. Reid's salary was \$75,706.08 per year or \$6,313.84 per month.



11. Ms. Reid was paid two weeks severance in the amount of \$2,914.10. Attached hereto as Exhibit "F" is a copy of the Amended Record of Employment for Ms. Reid, and attached as Exhibit "G" is a copy of the calculation of severance.
12. After her termination, on or about June 23, 2017, Ms. Reid sent an email to the BR Capital Board members and certain unitholders/investors in which she made similar allegations to those contained in the Application. Attached hereto as Exhibit "H" to my Affidavit is a copy of the June 23, 2017 email, with the recipient email addresses redacted by ICE AB Inc.'s prior legal counsel.
13. On April 30, 2019, Ms. Reid filed a claim in the Provincial Court of Alberta against ICE AB Inc. for wrongful dismissal, and seeking severance pay of \$37,883.04, compensation for lost benefits in the amount of \$5,682.45, and \$6,434.51 for "bad faith dismissal/punitive damage." Ms. Reid filed an Amended Civil Claim on March 1, 2021, pursuant to which she purported to add a claim against the Directors of ICE AB Inc. as Defendants. A copy of the Amended Civil Claim is attached hereto as Exhibit "I".
14. ICE AB Inc. defended Ms. Reid's claim in the Provincial Court of Alberta and was prepared to proceed to defend her claim against the company and the Directors at trial, which was scheduled to proceed on September 26, 2022. The trial was ordered stayed by Judge M.A. McCorquodale on September 16, 2022 after being advised of the commencement of these proceedings.
15. I reviewed the allegations of impropriety against ICE AB Inc. and BR Capital, and their respective directors, contained in the Amended Civil Claim and Ms. Reid's application materials and deny they are accurate.

16. I swear this Affidavit remotely before a Commissioner of Oaths through the use of video technology and utilizing the process outlined in the Court of Queen's Bench of Alberta Notice to the Profession and Public for remote commissioning dated March 25, 2020, attached hereto as **Exhibit "J"**.


Sworn before me at the City of Calgary, in  
the Province of Alberta, on this 1<sup>st</sup> day of  
March, 2023

  
A Commissioner of Oaths in  
and for the Province of Alberta

**Stephen Kroeger**  
*Barrister & Solicitor*

}  
\_\_\_\_\_  
**JAMES E. LAWSON**

This is Exhibit "A" referred to in the  
Affidavit of James E. Lawson  
sworn before me this 1<sup>st</sup> day  
of March, 2023.



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A Commissioner for Oaths in and for  
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**Stephen Kroeger**  
Barrister & Solicitor

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Get similar jobs by email for  
Client Account Specialist

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EMAIL ME JOBS

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by clicking the link in the footer of our emails. Terms of use and use of cookies.

monster

Essentialtalk

## Job Summary

### Company

ICE Health Systems

### Location

Calgary, AB T2G5M2

### Industries

All

Computer Software  
Healthcare Services

### Job Type

Full Time  
Employee

### Years of Experience

1+ to 2 Years

### Education Level

College Diploma

### Career Level

Entry Level

### Salary

Compensation based on experience

## Client Account Specialist

### About the Job

#### POSITION SUMMARY

ICE Health Systems Inc. (ICE) is a Calgary based Software Company that builds web based software for the health care industry. Please visit our website at [www.icehealthsystems.com](http://www.icehealthsystems.com) to learn about ICE and our partnerships with a variety of institutions across North America.

The Client Account Specialist will join our client service team in the daily development and maintenance of client accounts, through superior service to our diverse client base. This position requires the ability to work independently with initiative, intermediate computer skills, superior communication skills, and strong problem solving abilities.

#### RESPONSIBILITIES

- Develop and maintain client focused relationships through emails, client calls and office visits.
- Setting up client accounts, both private practice as well as university accounts.
- Training new clients on how to use ICE.
- Managing an existing client base (including their websites).
- Documenting and managing any client issues and requests using project management tools.
- Resolving client issues by finding creative solutions to problems.
- Collaboration with other departments.

#### QUALIFICATIONS

- Management of multiple projects, tasks, ability to self motivate and take initiative.
- Meet deadlines in a fast paced work environment.
- Highly effective interpersonal and communication skills (written and verbal).
- Ability to build strong relationships, both internally and externally.
- Strong presentation and speaking skills.
- Background in training facilitation or support.
- Intermediate skills with Microsoft Office, Gmail, and other Internet based programs, experience with use of Confluence and JIRA would be an asset.
- Strong ability to organize and prepare documentation.
- Completed post-secondary education, either a university degree or college diploma.

#### WORKING ENVIRONMENT

Office environment, with the ability to work remotely.

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# Client Account Specialist Job in Calgary T2G5M2, Alberta Canada

Page 2 of 2


Hours of work Monday to Friday 7.5 hours/day.  
Must hold a valid passport and will be expected to complete a security clearance upon acceptance of the position.  
Competitive base salary and comprehensive benefit package.

Apply

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This is Exhibit "B" referred to in the  
Affidavit of James E. Lawson  
sworn before me this 1<sup>st</sup> day  
of March, 2023.



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A Commissioner for Oaths in and for  
the Province of Alberta

**Stephen Kroeger**  
Barrister & Solicitor

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ICE Health Systems Inc.

120, 1289 Highfield Crescent SE

Calgary, Alberta

T2G 5M2

October 21, 2014

Dear Amy Reid,

This letter is to confirm an Offer of Employment from ICE Health Systems Inc. (hereby known as ICE) to Amy Reid in the position of Client Account Specialist.

**Offer:**

ICE offers you the position of Client Account Specialist. ICE offers a full-time position commencing on or around November 1<sup>st</sup>, 2014. A probationary period of three months from the start of employment shall apply to this position. Upon successful completion of the probationary period, a review of the employee's performance and salary will be conducted. ICE offers an annualized salary rate of \$70,050.00 (\$5,837.50 per month) for the period of probation.

ICE's benefit package includes life insurance, medical, dental, and eye care. Eligibility to the plan begins the 1<sup>st</sup> of the month coincident with or next following 3 months of permanent employment. As such, coverage will begin on February 1<sup>st</sup>, 2015. We also offer a Health Care Spending Account to supplement this coverage.

We also offer to employees the ability to work remotely (from home) three days a week, each week. These days being Monday, Tuesday and Thursday. Working remotely is only done when it is possible to do so and the nature of your role allows it. Upon completing your probationary period of three months, this benefit will commence, or sooner if approved by your Team Leader.

You are entitled to 1½ days paid vacation time per full month (calculated from the beginning of each pay period) until December 31, 2014. Beginning January 1, 2015, you are entitled to 3 weeks (15 days) each calendar year.

ICE currently pays its employees once a month on the last work day of the month.

A handwritten signature in blue ink, located in the bottom right corner of the page.

**Responsibilities of Position:**


Your primary position is Client Account Specialist and you will report to Taylor Buck, Team Leader. You will be responsible for assisting our Client Care Team with various accounts. Upon completion of your training, you will be responsible for designated accounts. With these accounts you will be expected to provide training, support and documentation. Provisions for technical support to other associated limited partner companies may occur. On occasion you may be required to participate in testing for ICE Dental Software. Your work will also include collaborations with other departments, as needed.

**Confidentiality:**

Much of the corporate and client information to which you will be privy in this position is considered highly confidential and time sensitive, and as such, you will need to sign a confidentiality agreement.

If this offer is acceptable to you, please sign and date below.

Welcome aboard.



James Lawson, CFO



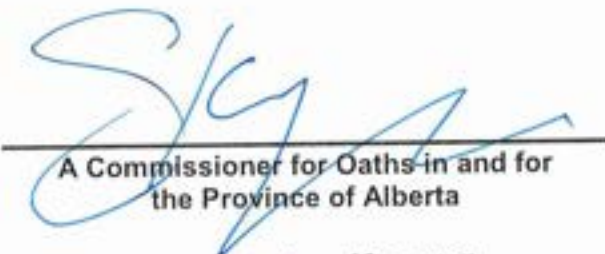
Amy Reid

Date: 10/21/2014

Date: \_\_\_\_\_

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This is Exhibit "C" referred to in the  
Affidavit of James E. Lawson  
sworn before me this 1<sup>st</sup> day  
of March, 2023.



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A Commissioner for Oaths in and for  
the Province of Alberta

**Stephen Kroeger**  
*Barrister & Solicitor*

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## ICE Health Systems Inc.

### SUMMARY OF EMPLOYMENT STANDARDS

#### Standard Work Week:

- Monday to Friday.
- Exception: Statutory Holidays and scheduled work (e.g., conferences).

#### Standard Work Day:

- 7.5 hours per day or 37.5 hours per week.
- Breaks (e.g., lunch, smoking, personal business, etc.) are unpaid.
- Core hours: 9:00 AM and 4:00 PM.
- Work time is flexible outside of core hours to achieve 7.5 hours per day.
- Examples:
  - 7:30 AM until 4:00PM, with an hour break.
  - 9:00 AM until 5:00PM, with a 30 minute break.
  - 9:00 AM until 5:30 PM, with an hour break
- ICE Health Systems (ICE) may limit the flexibility of an employee's work time if deemed necessary.
- Some positions will be required to work within certain hours.
- Some meetings will be scheduled for time outside the above. Attendance is required, unless an approved absence is granted.
- Working from home is the exception, not the rule.
- Notify anyone you are working closely with so that they know your schedule (e.g., if you are working from home, taking a sick day, or taking vacation time).

#### Timesheets:

- Must show a minimum of 37.5 hours per week.
- Include time away from the office for work purposes, personal leave days, Statutory Holidays, and vacation time to a maximum of 7.5 hours per day.
- Do not include time for lunch, breaks, personal appointments, or other workday diversions.
- ICE pays its employees once a month on the last work day of the month.

#### Banked Time:

- Time over 37.5 hours per week can be banked, and subsequently taken off with regular pay, hour for hour worked, during regular working hours.
- Working overtime requires approval from your supervisor.
- Banked time must be taken within the three months in which it was earned. After each quarter, time not taken is paid out as overtime pay.
- Use of banked time must be approved by a supervisor.



- Overtime will be paid out to the end of each quarter, in the next pay period, unless otherwise agreed to by the employee and ICE.
- The rate of pay will be 1.5 times the employee's regular wage.

#### **Telephone and Computer Use:**

- Employees should limit their personal use of the telephone and computer during office hours.
- The telephone and email systems are provided by the Company for business use, therefore all messages sent by or received on those systems are company documents.
- Employees may be liable for any damaged company property. See attached Appendix.

#### **Business Expense Reimbursement**

- ICE will reimburse employees for approved expenses which are directly business related to include: travel expenses, office supplies, and mileage (mileage rate as provided by Canada Revenue Agency) incurred while traveling on business.
- Employees must submit receipts for all expenses.
- Employees should consult with their manager prior to business trips to confirm eligible expenses.

#### **Benefits:**

- Full-time employees or part-time employees working more than 20 hours per week are eligible to receive benefits.
- We offer a Health Care Spending Account to supplement this coverage (\$50/month, once eligibility begins).
- Eligibility of spouses, cohabiting partners, and dependent children is determined by Alberta Blue Cross.
- Eligibility to the plan begins the 1<sup>st</sup> of the month coincident with or next following 3 months of permanent employment.
- Employees should consult materials prepared directly by Alberta Blue Cross for details of the plan.

#### **Personal Leave:**

- ICE provides flexibility to take time off with pay during regular working hours to deal with family obligations or personal commitments (e.g., moving, family illness, bereavement, etc.).
- Additional time required can be taken as vacation time or banked time.

#### **Personal Illness:**

- Employees are eligible for 5 sick days per year.
- Long-term illnesses will require a physician's note.
- If an employee wishes to continue benefits, it must be arranged with Human Resources.
- This time cannot be banked or carried forward to the following year.

#### **Jury Duty:**

- ICE is required to provide you with time off to fulfill jury duty; however, employees are not entitled to pay for time away from work.

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#### **Vacation:**

- Time off for vacation should be discussed in advance with your supervisor.
- Entitlement is based on years of employment:
  - During the 1<sup>st</sup> year: 1¼ day per full month of work (calculated from the beginning of each pay period).
  - After the first year: 3 weeks (15 days) each calendar year.
  - In the calendar year following the fifth anniversary: 4 weeks (20 days).
  - In the calendar year following the tenth anniversary: 5 weeks (25 days).
- Vacation days must be taken as a full day.
- Vacation time must be taken every year, within each calendar year.
- Vacation will be granted within the twelve months following the common anniversary date, currently set at January 1 of each year.
- Employees paid a monthly salary will receive their standard rate of pay.
- Part-time employees will receive a percentage of their wages, for the year in which the vacation was earned:
  - First four years of employment=four per cent of wages earned.
  - Fifth and subsequent years=six per cent of wages earned.
- Vacation pay will be included on the employees regular pay cheque.

#### **Statutory Holidays:**

- The Company will observe the following eleven general holidays:
  - New Year's Day (January 1)
  - Alberta Family Day (third Monday in February)
  - Good Friday (Friday before Easter)
  - Victoria Day (Monday before May 25<sup>th</sup>)
  - Canada Day (July 1)
  - Heritage Day (first Monday in August)
  - Labor Day (First Monday in September)
  - Thanksgiving Day (Second Monday in October)
  - Remembrance Day (November 11)
  - Christmas Day (December 25)
  - Boxing Day (December 26)
- All employees are entitled, including part-time employees.
- Part-time employees receive their usual wages only if the statutory holiday falls on a regular work day for that employee.
- In the event that one of these holidays falls on a weekend, ICE will observe, at its discretion, the holiday on the Friday preceding or Monday following the actual holiday.
- Employees required to work on a statutory holiday can do one of the following:
  - Receive regular wages for time worked, plus choose another day off work with pay.
  - Receive usual wages for the day plus time and a half (overtime pay) only for hours worked on the holiday.

#### **Maternity Leave:**

- Alberta employees are entitled to the following:
  - Birth mothers can take up to 52 consecutive weeks of unpaid job-protected leave. This is made up of 15 weeks maternity leave and 37 weeks parental leave.
  - Fathers and/or adoptive parents are eligible for up to 37 consecutive weeks of unpaid, job-protected parental leave.

- Adoptive parents can take parental leave regardless of the age of the adopted child.

**Termination:**

- Either the employer or employee may terminate the employment relationship without notice during the first three months of employment (probationary period).
- Written notice, or pay in place of notice, must be given by the *employer* after the following periods of employment:
  - after three months and under two years of service = one week notice
  - two years or more and under four years = two weeks
  - four years or more and under six years = four weeks
  - six years or more and under eight years = five weeks
  - eight years or more and under 10 years = six weeks
  - 10 years or more = eight weeks
- An *employee* must give written notice of termination after the following periods of employment:
  - after three months and under two years of service = one week notice
  - two years or more = two weeks
- There are some exceptions to the above provisions. Please contact an **Employment Standards** office for more information.

## Appendix

**Purpose:** The purpose of this policy is to communicate the guidelines and responsibilities of employees regarding the use of company property.

**Policy:** ICE Health Systems Inc. will assign Company-owned property to its employees for Company use. Employees may be assigned cell phones, tools, equipment, credit card privileges, computers, or other Company property. Employees are responsible for the appropriate care and use of any and all assigned Company property.

**Scope:** This scope applies to all team members.

**Procedure:**

- 1) The employee's direct manager is responsible for ensuring that this policy is followed.
- 2) Employees are not to give out private information; which is not limited to:
  - a. Passwords to network connections
  - b. Alarm codes to building
  - c. Company secrets
- 3) Employees are to immediately inform Management of the loss or damage of any company property. IF the loss is due to negligence or abuse, the employee may be held responsible for the replacement.
- 4) All company issued cell phones and laptops are property of ICE Health Systems Inc. When an employee's tenure at the company ends, the devices will remain with the company.
- 5) Credit Cards and Corporate accounts are to be used for the authorized purchase of goods and services. Receipts for all company credit card transactions must be kept and turned in to the Accounting Department as soon as possible.
  - a. Any unauthorized transactions of a personal nature purchased on the Company credit card may result in disciplinary action. Employees will be issued a statement of these expenses and will be expected to reimburse the Company for the amount of these transactions.

Anyone found violating any portion of this policy may be subject to disciplinary procedures, up to and including termination.



Employees Signature

\_\_\_\_\_

Date

Nov. 3, 2014



This is Exhibit "D" referred to in the  
Affidavit of James E. Lawson  
sworn before me this 1<sup>st</sup> day  
of March, 2023.



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A Commissioner for Oaths in and for  
the Province of Alberta

**Stephen Kroeger**  
*Barrister & Solicitor*

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## Confidentiality and Non-Disclosure Agreement

This Agreement is entered into effective the 3 day of Nov, 2014, between ICE Health Systems Incorporated, an Alberta Corporation (the "Discloser") and Amy Reid (the "Disclosee") and provides for the disclosure by the Discloser to the Disclosee of valuable Confidential Information (as defined below). In consideration of the offer of employment made to the Disclosee dated the 1 day of Nov, 2014 and for other valuable consideration, the receipt and sufficiency of which the parties hereto acknowledge the parties hereto agree to the following:

1. In this Agreement, "Confidential Information" shall mean any information or knowledge of the Discloser disclosed to the Disclosee related to the proposed Internet and media business of the Discloser or any of the Discloser's subsidiaries, affiliates or associates, whether currently in existence or not (collectively, the "Company"), including without limitation, any such information or knowledge contained or embodied in, or related to, the products, processes, methods, know-how, trade secrets, designs, formula, programmes, innovations, techniques, manufacturing and packaging capacities, business or marketing plans or strategies, financial information, pricing systems, plans, strategies or lists, data, customers or clients or contracts with customers or clients, salaries of personnel, support services or practices, or used in the business or trades of the Company.
2. The Disclosee agrees that they will, at all times, keep in confidence and not use or disclose to other (except in the course of their engagement with the Company or a company affiliated or associated with the Discloser-an "Affiliate", or with written authorization of the Discloser) any Confidential Information.
3. The Disclosee acknowledges that the Discloser and the Company have received, and will in the future receive, Confidential Information from third parties and former and current contractors and consultants of the Company or an Affiliate, subject to a duty to maintain the confidentiality thereof and to use the same for limited purposes only. The Disclosee agrees that they owe the Discloser and the Company a duty to keep such Confidential Information in confidence and not to use it or disclose it to others without the express written authorization of the Discloser.
4. The Disclosee agrees that, during the term of their engagement with the Company or an Affiliate, they will not engage in any other employment, occupation, consulting or other business activity that directly competes with the business services provided

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by the company, nor will they engage in any other activities that conflict with their obligations to the Company or an Affiliate.

5. The Disclosee agrees that upon the termination or conclusion of their engagement with the Company or its Affiliates, they will deliver to the Company (and will not keep in their possession or deliver to anyone else) any and all disks, devices, records, data, notes, reports, proposals, lists, correspondence, specifications, drawings, blueprints, sketches, materials, source codes, software, equipment, and any other documents or property belonging to the Company, or copies or reproductions thereof or any such items belonging to an affiliate, client, supplier, or partner of the Company which have come into their possession during the course of their engagement with the Company or its Affiliates, subject to a duty to use them for limited purposes only, or subject to duties imposed on them by this Agreement.

6. The Disclosee's duties set forth in this Agreement shall be in addition to and shall not derogate from or limit the duties they have at common law or in equity to the Company, its Affiliates or to third parties not to use or to disclose Confidential Information.

7. The Disclosee acknowledges that it would be difficult to measure or calculate the damage to the Company, an Affiliate or a third party, as the case may be, should they, in breach of this Discloser, the Agreement or of their duties at common law or in equity, use or disclose the Confidential Information of the Company, an Affiliate or a third party, or breach their duties pursuant to this Discloser, the Agreement and that any such breach of this Agreement or of their duties at common law would result in irreparable harm to the Discloser, the Company, such Affiliate or third party, as the case may be, and that monetary damages would, therefore, be an inadequate remedy for any such breach. Accordingly, the Disclosee agrees that if they shall, in breach of their obligations under this Agreement or their duties at common law or in equity, use or disclose the Confidential Information, or breach their duties pursuant to this Agreement, the Discloser, the Company and any affected Affiliate or third party shall be entitled, in addition to all other remedies available, to an injunction or other appropriate judicial order to restrain any such breach or the continuation thereof without showing or proving actual damage, if any, sustained by the Discloser, the Company to any such Affiliate or third party.

8. This Agreement sets forth the entire agreement and understanding between the Discloser and the Disclosee relating to the subject matter herein and merges all prior discussions between the parties hereto. No modification of or amendment to this Agreement, nor any waiver of any rights under this Agreement, will be effective unless in writing signed by the party or parties whose obligations or rights will be affected. Any termination of the Disclosee's engagement with the Discloser or any of its Affiliates, whether for cause or otherwise will not affect the validity or scope of this Agreement unless otherwise agreed in writing.

9. If any provision in this Agreement is for any reason unenforceable, in whole or in part, the unenforceability thereof shall not affect the enforceability of any other

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provision in this Agreement and all provisions of this Agreement shall be construed so as to preserve the enforceability thereof.

10. This Agreement will be binding upon the heirs, executors, administrators and other legal representatives of the Disclosee and will be for the benefit of the Discloser, the Company, and their respective successors and assigns.

11. The Disclosee acknowledges that they have read this Agreement, understand it, and have had an opportunity to consider it before signing it. The Disclosee acknowledges that they had the opportunity to consult a lawyer prior to executing this Agreement.

**IN WITNESS WHEREOF** the parties hereto have executed this Agreement, with effect from the date first above written.

**Ice Health Systems Inc.**

(Sign) *Dana Lawson*

(Print) D. LAWSON

**Disclosee**

(Sign) *Ari*

(Print) Amy Rud

**Witness**

(Sign) *Mack M.*

(Print) Mackenzie Muwanga

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This is Exhibit "E" referred to in the  
Affidavit of James E. Lawson  
sworn before me this 1<sup>st</sup> day  
of March, 2023.



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A Commissioner for Oaths in and for  
the Province of Alberta

**Stephen Kroeger**  
*Barrister & Solicitor*

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June 7, 2017

Hand Delivered

Amy Reid  
410 Cranford Court SE  
Calgary, AB T3M 0W3

Dear Ms. Reid

Re: Your Employment with ICE Health Systems Inc.

This letter will confirm, as discussed in our meeting today, that your employment with ICE Health Systems Inc. ("ICE") is terminated, effective immediately. You are accordingly relieved of all your offices and duties, also effective immediately.

ICE will be paying you two weeks' pay in lieu of notice of termination of your employment, in accordance with the requirements of the *Employment Standards Code* (Alberta), less applicable statutory deductions. That payment will be in addition to all your accrued and unpaid salary up to and including today, as well as all your accrued vacation pay up to and including today, which amounts will also be paid out to you, less applicable statutory deductions, shortly.

ICE will be submitting a Record of Employment electronically to Service Canada, within the next few days. Your T4 for 2017 will be forwarded by February 28, 2018, to your address as currently recorded in ICE's records. If your address changes please let ICE know, so there will be no delay in your receipt of your 2017 T4.

Any keys, passcards or other ICE property (including but not limited to any records containing information about ICE or its clients) in your possession must be returned to ICE immediately. All electronic records in your possession and which related to ICE and/or to ICE's clients must immediately be either returned to ICE, destroyed, or permanently deleted from any personal computer or other electronic device or storage media belonging to you. Please contact Pamela Little to arrange to return all such property and information and if applicable to confirm the destruction or deleting of electronic information as discussed above. If you have any personal property at ICE's office that you do not take with you when departing from ICE's office today, please contact Pamela Little to provide a list of your personal property and to arrange to pick up that property. Alternatively, if you would have difficulty preparing a complete list, please contact Pamela Little to arrange a mutually convenient day and time for you gather any remaining personal property you have at ICE's office.

On behalf of ICE, I wish you the best of luck in your future endeavors.

Yours truly,

240, 2880 Glenmore Trail SE Calgary, AB T2C 2E7

Phone: (866) 721-0487 Fax: (403) 537-9695

[www.icehealthsystems.com](http://www.icehealthsystems.com)

SK

James Lawson, CFO

I acknowledge receipt of a signed copy of this letter on June 7, 2017.

---

Amy Reid

Sk.

This is Exhibit "F" referred to in the  
Affidavit of James E. Lawson  
sworn before me this 1<sup>st</sup> day  
of March, 2023.



---

A Commissioner for Oaths in and for  
the Province of Alberta

**Stephen Kroeger**  
*Barrister & Solicitor*


SK

RECORD OF EMPLOYMENT (ROE)

<b>1</b> SERIAL NO. <b>W52006796</b>	<b>2</b> SERIAL NO. OF ROE AMENDED OR REPLACED <b>W51929183</b>	<b>3</b> EMPLOYER'S PAYROLL REFERENCE NO.  																																																																																																																														
<b>4</b> EMPLOYER'S NAME AND ADDRESS <b>ICE HEALTH SYSTEMS INC.</b> <b>240 - 2880 GLENMORE TRAIL SE</b>  <b>CALGARY AB</b> <b>Canada</b>		<b>5</b> CRA PAYROLL ACCOUNT NUMBER <b>847675949RD0001</b> <b>6</b> PAY PERIOD TYPE <b>M - Monthly</b>																																																																																																																														
<b>7</b> POSTAL CODE <b>T2C2E7</b>		<b>8</b> SOCIAL INSURANCE NO. <b>[REDACTED]</b>																																																																																																																														
<b>9</b> EMPLOYEE'S NAME AND ADDRESS <b>Amy Reid</b> <b>410 Cranford Court SE</b> <b>Calgary</b> <b>Alberta</b>		<b>10</b> DATE OF BIRTH <table border="1" style="width:100%; text-align: center;"> <tr><td>D</td><td>M</td><td>Y</td></tr> <tr><td>03</td><td>11</td><td>2014</td></tr> </table>	D	M	Y	03	11	2014																																																																																																																								
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<b>13</b> OCCUPATION <b>Investor Relations &amp; Ops Admin</b>		<b>14</b> EXPECTED DATE OF RECALL <table border="1" style="width:100%; text-align: center;"> <tr><td>D</td><td>M</td><td>Y</td></tr> <tr><td></td><td></td><td></td></tr> </table>	D	M	Y																																																																																																																											
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<b>15A</b> TOTAL INSURABLE HOURS ACCORDING TO CHART ON PAGE 2 <div style="border: 1px solid black; padding: 2px; width: 100px; text-align: center;">1995</div>		<b>16</b> REASON FOR ISSUING THIS ROE <b>Dismissal</b>																																																																																																																														
<b>15B</b> TOTAL INSURABLE EARNINGS ACCORDING TO CHART ON PAGE 2 <div style="border: 1px solid black; padding: 2px; width: 100px; text-align: center;">\$ 42,579.40</div>		FOR FURTHER INFORMATION, CONTACT <b>Pamela Little</b> TELEPHONE NO. <b>(403) 800-0046</b>																																																																																																																														
<b>15C</b> THE FIRST ENTRY MUST RECORD THE INSURABLE EARNINGS FOR THE FINAL (MOST RECENT) INSURED PAY PERIOD. ENTER DETAILS BY PAY PERIOD AS PER THE CHART ON PAGE 2.		<b>17</b> ONLY COMPLETE IF PAYMENT OR BENEFITS (OTHER THAN REGULAR PAY) PAID IN OR IN ANTICIPATION OF THE FINAL PAY PERIOD OR PAYABLE AT A LATER DATE.																																																																																																																														
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<b>C - OTHER MONIES (SPECIFY)</b> <b>P - Pay in lieu of notice</b> \$ <b>2,914.10</b> START DATE (D/M/Y):      END DATE (D/M/Y):  		<b>19</b> PAID SICK/MATERNITY/PARENTAL/COMPASSIONATE CARE/PARENTS OF CRITICALLY ILL CHILDREN LEAVE OR GROUP WAGE LOSS INDEMNITY PAYMENT <table border="1" style="width:100%; text-align: center;"> <tr> <th>START DATE</th> <th>END DATE</th> <th>AMOUNT</th> <th>PER DAY</th> <th>PER WEEK</th> </tr> <tr> <td>D M Y</td> <td>D M Y</td> <td></td> <td></td> <td></td> </tr> </table>	START DATE	END DATE	AMOUNT	PER DAY	PER WEEK	D M Y	D M Y																																																																																																																							
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<b>18</b> COMMENTS <b>With pay in lieu of notice.</b>		<b>20</b> COMMUNICATION PREFERRED IN <input checked="" type="checkbox"/> English <input type="checkbox"/> French <b>21</b> TELEPHONE NO. <b>(403) 800-0046</b>																																																																																																																														
<b>22</b> I AM AWARE THAT IT IS AN OFFENSE TO MAKE FALSE ENTRIES AND HEREBY CERTIFY THAT ALL STATEMENTS ON THIS FORM ARE TRUE. Name of Issuer <b>PAMELA J</b> <b>LITTLE</b>		<table border="1" style="width:100%; text-align: center;"> <tr><td>D</td><td>M</td><td>Y</td></tr> <tr><td>27</td><td>06</td><td>2017</td></tr> </table>	D	M	Y	27	06	2017																																																																																																																								
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This is Exhibit "G" referred to in the  
Affidavit of James E. Lawson  
sworn before me this 1<sup>st</sup> day  
of March, 2023.



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A Commissioner for Oaths in and for  
the Province of Alberta

**Stephen Kroeger**  
Barrister & Solicitor

SK





ICE Health Systems Inc.  
Suite #240, 2880 Glenmore Trail SE  
Calgary, Alberta  
T2C 2E7

HEALTH SYSTEMS

Amy Reid


		2017		Oct-18	
		Month	YTD	Monthly	Yearly
EE Ded'ts	Gross	4,696.33	36,265.53	5,313.84	75,766.08
	CPP	219.20	1,714.84	291.41	3,885.55
	EI	76.55	591.15	38.85	495.05
	Fed & Prov Tax	554.72	7,229.24	325.21	4,228.93
	Advance	34.83	208.98	1,457.04	325.21
		LTD	-	-	-
		RRSP	-	-	-
		Opt Life	-	-	-
		Opt AD&D	-	-	-
Total Ded'ts		885.30	9,744.21	2,914.08	4,696.33

Amount Due  
Total Cheque Amount: \$3,811.03

Employer Paid Benefits:			
Non-Tax	Health Spending	50.00	300.00
Non-Tax		120.32	711.00
ABC: Health & Dental		24.67	128.76
Taxable		5.55	34.17
ABC: Life Insurance		150.54	873.93
Non-Tax		34.83	208.98
ABC: AD&D		185.37	1,062.91
Total Employer Paid ABC		24.67	128.76
Employee Paid Benefits		4,721.00	36,394.29
Total ABC		4,721.00	36,394.29
Total Taxable Benefit:		4,721.00	36,394.29
Taxable Salary		4,721.00	36,394.29
Gross Salary		4,721.00	36,394.29
EI Insurable earnings for Pay Period		4,696.33	36,265.53

Federal Tax: 10382.1  
Provincial Tax: 16825.1

This is Exhibit "H" referred to in the  
Affidavit of James E. Lawson  
sworn before me this 1<sup>st</sup> day  
of March, 2023.



---

A Commissioner for Oaths in and for  
the Province of Alberta

**Stephen Kroeger**  
Barrister & Solicitor

SK

From: Amy amynreid@shaw.ca  
Subject: ICE Health Systems - Request for Information / Notice  
of legal intentions to board  
Date: Jun 23, 2017, 3:48:21 PM

---

Recipients  
Redacted  
A BUSTALL

Dear ICE Health Systems Directors, Employees etc

You've each been BCC on this email, so if what you read causes great concern I suggest you each call Mark Genuis individually to set up a group meeting.

I was hired in Nov 2014 and dismissed without cause on June 7th. There is not 1 negative employee review on file for me. In Dec 2016, I reported Pamela Little (Accounting & HR Manager) for theft, insurance fraud and bullying. This is documented in a 4 page letter to CFO, James Lawson along with b&w evidence of such fraud/theft, these are not accusations they are indeed facts. He asked me not to advise CEO of such. After approx 90 days had passed and Jim not addressing 1 issue I advised him I would need to start looking for a new job as he clearly didn't value me as an employee and he did absolutely nothing to protect myself or the company for that matter. Mark was also being his usual dickhead

SK

self and I advised Jim to tell Mark as well that I was other employment opportunities so I was being honest about the situation and expected Jim at this time to inform Mark on the real reasons why I was leaving dating back to the 4 page letter given to Jim. I was told by Jim that he had told Mark and they both fully supported me, didn't want to see me leave, but understood. I made it clear this process could take 2 weeks to 10 months as I was looking for a career not a job and Jim said he understood this, infact in May he allowed me to reach out to an investor about a career with his company. I asked for permission to speak to said investor first as I didn't want to go behind his back and he gave full permission to pursue this. So firing me about 2 weeks later with the verbal reason "We appreciate you being upfront about looking for new job but it's taking too long" is not only laughable it's illegal. Maybe if you addressed theft, fraud & bullying and had one ounce of integrity, I the person who never stole a dime and tried to protect your assets by reporting such activity wouldn't have had to look for a new job in the first place.

Sk

I suggest you ask Jim for the letter and evidence of Alberta Blue Cross Insurance fraud as it's not my responsibility to provide this evidence to you, it will come out in court.

I was offered 8 weeks pay in exchange for signing a legal release. Individuals who have done nothing wrong do not need to sign a legal release, therefore this will go to court where I am confident I will receive a judgement in my favour and I'll be asking for much more than 8 weeks pay. Judgements are searchable online so the details and individuals involved will be subjected to this outcome forever because you terminated the wrong person.

Just an FYI on how incompetent Pam, Jim & Mark are I found MY OWN termination papers on June 7th sitting on the printer....they seriously cannot do much right. I also asked Jim to provide me with his lawyers info and he failed to do so.

SK



To insult me further, Pam Little, is mentioned 3 times as my contact in my termination letter. Really? She is purposely not included in this email as she's a liability to you, I recognize this, why can't you?

1) I have received my record of employment # W51929183 today & you have inaccurately recorded the reason for separation. I was dismissed without cause on June 7, 2017 therefore Box 16 should state M-dismissal and you have entered K-other with a note "with pay in lieu of notice".

The 2 weeks pay in lieu is mandated to pay for no notice and is NOT a reason for termination. You're very sketchy folks. Box 16 is suppose to be true not misleading.

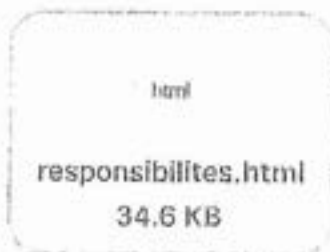
I have called Service Canada and was advised to request an amended ROE to reflect actual true facts/events. If you fail to provide a reason you chose to provide inaccurate information on a

SK

government form or amend said form than my next step is to file a formal complaint. You have until Fri, June 30th to address this issue by mail only.

Info from Service Canada: Employers would need to be mindful of the fact that it is a serious offence to misrepresent the reason for issuing the Record of Employment (ROE)

Employers could be subject to fines or prosecution in case they enter a false or misleading reason for issuing the Record of Employment (ROE)



SK

2) You need to provide a detailed accounting of vacation time used and payout since 2014. My last pay included VP amount of only \$325.21 and I am asking for a detailed accounting of how you came up with this amount. Please mail to my resident no later than Fri, June 30th.

3) Sharing some employee reviews on the company for you to read as Mark/Jim are aware and probably failed to share this info with board members. Since Jan 2017 I am either the 7th or 8th person out of an office of about 25 to get let go or quit... very high turnover.

html

ICE-Heal...375.htm

23.2 KB

SK

4) Alberta Blue Cross > I am 100% confident fraud was committed on behalf of the plan administrator and the CFO was advised of such months ago and took no action. I advised Mark of said fraud on June 7th. You now have 3 people involved in this fraud Pam, Jim & Mark. Considering most of the directors are Doctors this should be alarming and cause for grave concern that you are involved on a high level with a company that condones fraud. Blue Cross investigates all fraud claims and has a zero tolerance policy. The entire company is at risk of losing employee benefits as the plan administrator and CFO cannot be trusted than how are they suppose to continue doing business with you? Formal complaint was logged June 12th in writing. Congratulations on being a company that wants to work in healthcare but has committed and condoned healthcare insurance fraud. This fraud also costs ICE \$185/per month due to her pure greed.

Not only did she commit fraud but she gave herself an authorized payroll advance of \$300 in June 2016 and also upgraded her

SK

company cellphone at a cost of \$390 without approval and didn't follow budget process approval.

pdf

81984\_fraud.pdf

14.4 KB

5) When the time does come for me to file lawsuit please be aware I intend to include all 18 companies and each and every board of director individually. You have a corporate responsibility & duty of care to be lawful and are liable for the actions and non-actions of the two men you have put in charge to the manage the day to day operations. Writing a cheque to cover payroll and expenses and is not enough, if you are attaching your name to a company that makes bad business decisions ignorance is not a defence.

Sk



pdf

Overview...da\_a1.pdf

12.0 KB

I expect points 1 and 2 to be addressed via mail to my home address on file by June 30th.

I encourage you to not respond via email to me as if you respond with nonsense I may respond back and each time include more individuals on BCC, you've played enough games with people and I have zero tolerance for bullshit, Mark & Jim....you're both idiots and it's shocking anyone gives you a dime, I look forward to taking you to task before the courts, you're vile unethical people with no

SK.

integrity.


Maybe all of you should sit down to discuss this matter and advise on whose lawyer will handle the case and provide this info to me via mail as I'm not going away anytime soon. I doubt they've shared any of this info with you or how low morale is, get informed if you're lending your good names to 2 individuals who have no business sense, Jim is already being sued as a Director of a former company he was involved with, most likely TSO Energy Corp. they went bankrupt.

No phone calls, texts or voicemails will be responded to. And I advise you to ask Jim for the letter I gave him in regards to theft/fraud.

Amy Reid

SK

This is Exhibit "I" referred to in the  
Affidavit of James E. Lawson  
sworn before me this 1<sup>st</sup> day  
of March, 2023.



---

A Commissioner for Oaths in and for  
the Province of Alberta

**Stephen Kroeger**  
*Barrister & Solicitor*

Sk

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**

**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):  
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 2021  
Pursuant to Proc. Reg. 12 2(b)

*P. Baehert*  
Clerk of the Provincial Court

**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 Owning 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)                         |  |



**NOTICE TO DEFENDANT(S)**

You only have a short time to respond to this Civil Claim:

- 20 days if you are served in Alberta, or
- 30 days if you are served outside Alberta.

You must either:

1. **Settle** the claim directly with the Plaintiff.

- or -

2. **Pay** the amount plus interest and costs as claimed in the Civil Claim to the Provincial Court office by cash, certified cheque, money order or debit card (if available) only. A court appearance **may** not be necessary if you choose this option.

- or -

3. **Dispute** the Civil Claim within the applicable time set out above, by doing the following:

- (a) Complete a Dispute Note (which may include a counterclaim) giving your reasons for disputing the Civil Claim. If there are parts of the Civil Claim you agree with, check the applicable box in section 2 in the Dispute Note.
- (b) File the Dispute Note and pay the applicable filing fee either in person at any Provincial Court office, or by mail to the Provincial Court location shown on the Civil Claim. The Provincial Court must receive a Dispute Note and the applicable filing fee within the time limit set out above.

**WARNING:**

If you do not pay the Civil Claim or file a Dispute Note within the time limit set out above, the Plaintiff(s) may obtain a judgment against you.

Forms and self-help materials are available at any Provincial court location and on the Alberta Courts website at:

<https://www.albertacourts.ca/provincial-court/civil>

Attached Statement of Claim (6-pages)

**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	\$ _____
<input type="checkbox"/> bonuses/commissions	\$ _____
<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.

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 Defendants51) 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

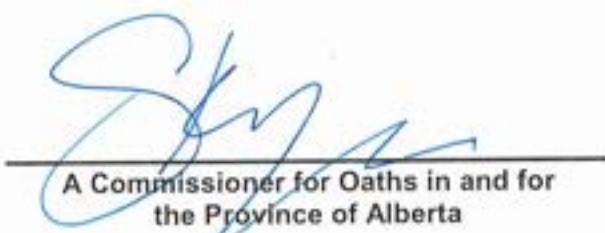
53) n/a54) n/a55) n/a56) n/a

- 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.

This is Exhibit "J" referred to in the  
Affidavit of James E. Lawson  
sworn before me this 1<sup>st</sup> day  
of March, 2023.



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A Commissioner for Oaths in and for  
the Province of Alberta

**Stephen Kroeger**  
*Barrister & Solicitor*

Sk





**COURT OF QUEEN'S BENCH OF ALBERTA**

**NOTICE TO THE PROFESSION AND PUBLIC**

**REMOTE COMMISSIONING OF AFFIDAVITS FOR USE IN CIVIL AND FAMILY  
PROCEEDINGS DURING THE COVID-19 PANDEMIC**

During the COVID-19 pandemic, some accommodation must be made for the commissioning of affidavits in circumstances where it is not possible or is medically unsafe for the deponent to physically attend before a commissioner. Examples might include deponents who are unable to leave their residences, are not permitted to receive visitors, or for those who are required to self-isolate or self-quarantine.

With the approval of the Law Society of Alberta, until further notice, the following accommodations will be made for affidavits to be used in the Court of Queen's Bench of Alberta, subject always to the discretion of the Courts to apply the best evidence requirements to their use:

1. Any affidavit to be sworn using video technology must contain a paragraph at the end of the body of the affidavit describing that the deponent was not physically present before the commissioner, but was linked with the commissioner utilizing video technology and that the process described below for remote commissioning of affidavits was utilized.
2. While connected via video technology, the deponent must show the commissioner the front and back of the deponent's current government-issued photo identification and the commissioner must compare the video image of the deponent and information in the deponent's government-issued photo identity document to be reasonably satisfied that it is the same person and that the document is valid and current. The commissioner must also take a screenshot of the front and back of the deponent's government-issued photo identity document and retain it.
3. The commissioner and the deponent are both required to have a paper copy of the affidavit, including all exhibits, before each of them while connected via video technology.
4. The commissioner and the deponent must review each page of the affidavit and exhibits to verify that the pages are identical and if so, must initial each page in the lower right corner.

SK



5. At the conclusion of the review, the commissioner will administer the oath, the deponent will state what needs to be said to swear or affirm the truth of the facts, and the commissioner must watch the deponent sign his or her name to the affidavit.


6. The deponent will then send the signed affidavit with exhibits electronically to the commissioner.

7. Before completing the affidavit, the commissioner must compare each page of the copy received from the deponent against the initialed copy that was before him or her in the video conference and may affix his or her name to the jurat only upon being satisfied that the two copies are identical.

8. The two copies will then be attached together with a certificate signed by the commissioner stating that the commissioner was satisfied that the process was necessary because it was impossible or unsafe, for medical reasons, for the deponent and the commissioner to be physically present together.

9. The completed package would then be permitted to be filed.

  
\_\_\_\_\_  
Mary T. Moreau, Chief Justice

  
\_\_\_\_\_  
John D. Rooke, Associate Chief Justice

  
\_\_\_\_\_  
Kenneth G. Nielsen, Associate Chief Justice

SK

COURT FILE NO. 2201-11627  
COURT COURT OF KING'S BENCH OF ALBERTA  
JUDICIAL CENTRE CALGARY

IN THE MATTER OF THE *BANKRUPTCY AND INSOLVENCY ACT*, RSC 1985, C C-8, AS AMENDED

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

AND IN THE MATTER OF A PLAN OF ARRANGEMENT OF HEALTH SYSTEMS INC., HELP INC., FIRST RESPONSE INTERNATIONAL INC., ICE HEALTH SYSTEMS LTD. AND SESCO HEALTH SERVICES INC. UNDER THE *BUSINESS CORPORATIONS ACT*, RSA 2000, CH B-9, AS AMENDED

APPLICANTS BR CAPITAL LP, BR CAPITAL INC., ICE HEALTH SYSTEMS LTD., ICE HEALTH SYSTEMS GP LP, ICE HEALTH SYSTEMS INC., HEALTH EDUCATION LP, HEALTH EDUCATION GP LP, HELP INC., FIRST RESPONSE INTERNATIONAL LP, FIRST RESPONSE INTERNATIONAL GP LP, FIRST RESPONSE INTERNATIONAL INC., ICE HEALTH SYSTEMS INC. AND SESCO HEALTH SERVICES INC.

DOCUMENT **SUPPLEMENTAL AFFIDAVIT IN SUPPORT OF APPLICATION FOR THE APPROVAL OF THE PROPOSAL**

ADDRESS FOR  
SERVICE AND  
CONTACT  
INFORMATION  
OF PARTY  
FILING THIS  
DOCUMENT

**Gowling WLG (Canada) LLP**  
1600, 421 – 7th Avenue S.W.  
Calgary, AB T2P 4K9

Telephone (403) 298-1938 / (403) 298-1018  
Facsimile (403) 263-9193  
File No. A167833

**Attention: Tom Cumming / Stephen Kroeger**

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**SUPPLEMENTAL AFFIDAVIT OF JAMES E. LAWSON**  
**SWORN MARCH 1, 2023**

---

I, **JAMES E. LAWSON**, of the City of Calgary, in the Province of Alberta, **MAKE OATH AND SAY THAT:**

1. I am the Chief Financial Officer of the BR Capital Limited Partnership ("**BR LP**"), BR Capital Inc. ("**BR GP**"), ICE Health Systems Limited Partnership ("**ICE LP**"), ICE Health Systems GP Limited Partnership ("**ICE GP LP**"), ICE Health Systems Inc. ("**ICE AB Inc.**"), Health Education Limited Partnership ("**HE LP**"), Health Education GP Limited Partnership ("**HE GP LP**"), Help General Partner Inc. ("**HE Inc.**"), First Response International Limited Partnership ("**FRI LP**"), First Response International GP Limited Partnership ("**FRI GP LP**"), First Response International Inc. ("**FRI Inc.**"), ICE Health Systems Ltd. ("**ICE Ltd.**"), and SESCO Health Services Inc. ("**SESCI**") (collectively, the "**Debtors**" or "**BR Capital**", and individually, a "**Debtor**"), and a director of BR GP, ICE AB Inc., FRI Inc., HE Inc. ICE Ltd. and SESCO, and as such have personal knowledge of the matters herein deposed to, except where stated to be based upon information and belief, in which case I verily believe same to be true.
2. I am authorized to swear this Affidavit as corporate representative of the Debtors.
3. This Affidavit is sworn in response to the Application of Amy Reid filed February 24, 2023 in these proceedings.

***Ms. Reid's Employment with ICE AB INC.***

4. Ms. Reid was hired by ICE AB Inc. in approximately late October 2014 as a Client Account Specialist. In that role, she was responsible for assisting the Client Care Team with various accounts, among other responsibilities. Her first day of employment with ICE AB Inc. was November 3, 2014. A copy of the Client Account Specialist Job advertisement is attached hereto as Exhibit "A".



5. Ms. Reid's terms of employment were contained in the following:
  - (a) Offer of Employment dated October 21, 2014. A copy of the Offer of Employment signed by me is attached as Exhibit "B" to my Affidavit;
  - (b) Summary of Employment Standards of ICE AB Inc. signed by Ms. Reid on November 3, 2014. A copy of the Summary of Employment Standards is attached as Exhibit "C" to my Affidavit; and
  - (c) Confidentiality and Non-Disclosure Agreement dated November 3, 2014. A copy of the Confidentiality and Non-Disclosure Agreement is attached hereto as Exhibit "D",

(collectively the above are referred to as the "**Employment Contract**").
6. Ms. Reid's salary as at November 3, 2014 was \$70,050, plus benefits.
7. Ms. Reid was originally hired to support the Client Care team as a Client Account Specialist, but seemed unhappy with that role. As a result, in about August 2015, she was moved to a support position with the Investor Relations and Operations team to perform certain administrative tasks.

***The Termination of Ms. Reid's Employment***

8. Ms. Reid was terminated without cause on June 7, 2017. I was present at the meeting during which Ms. Reid was advised her employment with ICE AB Inc. was terminated. Attached hereto as Exhibit "E" is a copy of the termination letter dated June 7, 2017.
9. At the time of termination, Ms. Reid was provided pay in lieu of severance in accordance with her Employment Contract and the *Employment Standards Code*, RSA 2000, c E-9.
10. At the time of termination, Ms. Reid's salary was \$75,706.08 per year or \$6,313.84 per month.





11. Ms. Reid was paid two weeks severance in the amount of \$2,914.10. Attached hereto as Exhibit "F" is a copy of the Amended Record of Employment for Ms. Reid, and attached as Exhibit "G" is a copy of the calculation of severance.
12. After her termination, on or about June 23, 2017, Ms. Reid sent an email to the BR Capital Board members and certain unitholders/investors in which she made similar allegations to those contained in the Application. Attached hereto as Exhibit "H" to my Affidavit is a copy of the June 23, 2017 email, with the recipient email addresses redacted by ICE AB Inc.'s prior legal counsel.
13. On April 30, 2019, Ms. Reid filed a claim in the Provincial Court of Alberta against ICE AB Inc. for wrongful dismissal, and seeking severance pay of \$37,883.04, compensation for lost benefits in the amount of \$5,682.45, and \$6,434.51 for "bad faith dismissal/punitive damage." Ms. Reid filed an Amended Civil Claim on March 1, 2021, pursuant to which she purported to add a claim against the Directors of ICE AB Inc. as Defendants. A copy of the Amended Civil Claim is attached hereto as Exhibit "I".
14. ICE AB Inc. defended Ms. Reid's claim in the Provincial Court of Alberta and was prepared to proceed to defend her claim against the company and the Directors at trial, which was scheduled to proceed on September 26, 2022. The trial was ordered stayed by Judge M.A. McCorquodale on September 16, 2022 after being advised of the commencement of these proceedings.
15. I reviewed the allegations of impropriety against ICE AB Inc. and BR Capital, and their respective directors, contained in the Amended Civil Claim and Ms. Reid's application materials and deny they are accurate.





16. I swear this Affidavit remotely before a Commissioner of Oaths through the use of video technology and utilizing the process outlined in the Court of Queen's Bench of Alberta Notice to the Profession and Public for remote commissioning dated March 25, 2020, attached hereto as **Exhibit "J"**.

Sworn before me at the City of Calgary, in  
the Province of Alberta, on this 1<sup>st</sup> day of  
March, 2023

\_\_\_\_\_  
A Commissioner of Oaths in  
and for the Province of Alberta

} 

\_\_\_\_\_  
**JAMES E. LAWSON**



This is Exhibit "A" referred to in the  
Affidavit of James E. Lawson  
sworn before me this \_\_\_\_ day  
of \_\_\_\_\_, 2023.

---

A Commissioner for Oaths in and for  
the Province of Alberta

A handwritten signature in blue ink, located in the bottom right corner of the page. The signature is stylized and appears to be a cursive representation of a name.

Get similar jobs by email for  
Client Account Specialist

Enter Your Email Address

EMAIL ME JOBS

You can revoke your consent to these emails at any time.  
By continuing you agree to Monster's Privacy policy Terms of use and use of cookies

monster

Essentialtalk



## Job Summary

### Company

ICE Health Systems

### Location

Calgary, AB T2G5M2

### Industries

All  
Computer Software  
Healthcare Services

### Job Type

Full Time  
Employee

### Years of Experience

1+ to 2 Years

### Education Level

College Diploma

### Career Level

Entry Level

### Salary

Compensation based on experience

## Client Account Specialist

### About the Job

#### POSITION SUMMARY

ICE Health Systems Inc. (ICE) is a Calgary based Software Company that builds web based software for the health care industry. Please visit our website at [www.icehealthsystems.com](http://www.icehealthsystems.com) to learn about ICE and our partnerships with a variety of institutions across North America.

The Client Account Specialist will join our client service team in the daily development and maintenance of client accounts, through superior service to our diverse client base. This position requires the ability to work independently with initiative, intermediate computer skills, superior communication skills, and strong problem solving abilities.

#### RESPONSIBILITIES

Develop and maintain client focused relationships through emails, client calls and office visits.

Setting up client accounts, both private practice as well as university accounts.

Training new clients on how to use ICE.

Managing an existing client base (including their websites).

Documenting and managing any client issues and requests using project management tools.

Resolving client issues by finding creative solutions to problems.

Collaboration with other departments.

#### QUALIFICATIONS

Management of multiple projects, tasks, ability to self motivate and take initiative.

Meet deadlines in a fast paced work environment.

Highly effective interpersonal and communication skills (written and verbal).

Ability to build strong relationships, both internally and externally.

Strong presentation and speaking skills.

Background in training facilitation or support.

Intermediate skills with Microsoft Office, Gmail, and other Internet based programs, experience with use of Confluence and JIRA would be an asset.

Strong ability to organize and prepare documentation.

Completed post-secondary education, either a university degree or college diploma.

#### WORKING ENVIRONMENT

Office environment, with the ability to work remotely.

8

Hours of work Monday to Friday 7.5 hours/day.

Must hold a valid passport and will be expected to complete a security clearance upon acceptance of the position.

Competitive base salary and comprehensive benefit package.

Apply

8

This is Exhibit "B" referred to in the  
Affidavit of James E. Lawson  
sworn before me this \_\_\_\_ day  
of \_\_\_\_\_, 2023.

---

A Commissioner for Oaths in and for  
the Province of Alberta

A handwritten signature in blue ink, located in the bottom right corner of the page. The signature is stylized and appears to be a cursive representation of a name.





ICE Health Systems Inc.  
120, 1289 Highfield Crescent SE  
Calgary, Alberta  
T2G 5M2

October 21, 2014

Dear Amy Reid,

This letter is to confirm an Offer of Employment from ICE Health Systems Inc. (hereby known as ICE) to Amy Reid in the position of Client Account Specialist.

**Offer:**

ICE offers you the position of Client Account Specialist. ICE offers a full-time position commencing on or around November 1<sup>st</sup>, 2014. A probationary period of three months from the start of employment shall apply to this position. Upon successful completion of the probationary period, a review of the employee's performance and salary will be conducted. ICE offers an annualized salary rate of \$70,050.00 (\$5,837.50 per month) for the period of probation.

ICE's benefit package includes life insurance, medical, dental, and eye care. Eligibility to the plan begins the 1<sup>st</sup> of the month coincident with or next following 3 months of permanent employment. As such, coverage will begin on February 1<sup>st</sup>, 2015. We also offer a Health Care Spending Account to supplement this coverage.

We also offer to employees the ability to work remotely (from home) three days a week, each week. These days being Monday, Tuesday and Thursday. Working remotely is only done when it is possible to do so and the nature of your role allows it. Upon completing your probationary period of three months, this benefit will commence, or sooner if approved by your Team Leader.

You are entitled to 1½ days paid vacation time per full month (calculated from the beginning of each pay period) until December 31, 2014. Beginning January 1, 2015, you are entitled to 3 weeks (15 days) each calendar year.

ICE currently pays its employees once a month on the last work day of the month.

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**Responsibilities of Position:**

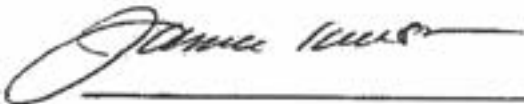
Your primary position is Client Account Specialist and you will report to Taylor Buck, Team Leader. You will be responsible for assisting our Client Care Team with various accounts. Upon completion of your training, you will be responsible for designated accounts. With these accounts you will be expected to provide training, support and documentation. Provisions for technical support to other associated limited partner companies may occur. On occasion you may be required to participate in testing for ICE Dental Software. Your work will also include collaborations with other departments, as needed.

**Confidentiality:**

Much of the corporate and client information to which you will be privy in this position is considered highly confidential and time sensitive, and as such, you will need to sign a confidentiality agreement.

If this offer is acceptable to you, please sign and date below.

Welcome aboard.



James Lawson, CFO

\_\_\_\_\_  
Amy Reid

Date: 10/21/2014

Date: \_\_\_\_\_



This is Exhibit "C" referred to in the  
Affidavit of James E. Lawson  
sworn before me this \_\_\_\_ day  
of \_\_\_\_\_, 2023.

---

A Commissioner for Oaths in and for  
the Province of Alberta





## ICE Health Systems Inc.

### SUMMARY OF EMPLOYMENT STANDARDS

#### **Standard Work Week:**

- Monday to Friday.
- Exception: Statutory Holidays and scheduled work (e.g., conferences).

#### **Standard Work Day:**

- 7.5 hours per day or 37.5 hours per week.
- Breaks (e.g., lunch, smoking, personal business, etc.) are unpaid.
- Core hours: 9:00 AM and 4:00 PM.
- Work time is flexible outside of core hours to achieve 7.5 hours per day.
- Examples:
  - 7:30 AM until 4:00PM, with an hour break.
  - 9:00 AM until 5:00PM, with a 30 minute break.
  - 9:00 AM until 5:30 PM, with an hour break
- ICE Health Systems (ICE) may limit the flexibility of an employee's work time if deemed necessary.
- Some positions will be required to work within certain hours.
- Some meetings will be scheduled for time outside the above. Attendance is required, unless an approved absence is granted.
- Working from home is the exception, not the rule.
- Notify anyone you are working closely with so that they know your schedule (e.g., if you are working from home, taking a sick day, or taking vacation time).

#### **Timesheets:**

- Must show a minimum of 37.5 hours per week.
- Include time away from the office for work purposes, personal leave days, Statutory Holidays, and vacation time to a maximum of 7.5 hours per day.
- Do not include time for lunch, breaks, personal appointments, or other workday diversions.
- ICE pays its employees once a month on the last work day of the month.

#### **Banked Time:**

- Time over 37.5 hours per week can be banked, and subsequently taken off with regular pay, hour for hour worked, during regular working hours.
- Working overtime requires approval from your supervisor.
- Banked time must be taken within the three months in which it was earned. After each quarter, time not taken is paid out as overtime pay.
- Use of banked time must be approved by a supervisor.

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- Overtime will be paid out to the end of each quarter, in the next pay period, unless otherwise agreed to by the employee and ICE.
- The rate of pay will be 1.5 times the employee's regular wage.

#### **Telephone and Computer Use:**

- Employees should limit their personal use of the telephone and computer during office hours.
- The telephone and email systems are provided by the Company for business use, therefore all messages sent by or received on those systems are company documents.
- Employees may be liable for any damaged company property. See attached Appendix.

#### **Business Expense Reimbursement**

- ICE will reimburse employees for approved expenses which are directly business related to include: travel expenses, office supplies, and mileage (mileage rate as provided by Canada Revenue Agency) incurred while traveling on business.
- Employees must submit receipts for all expenses.
- Employees should consult with their manager prior to business trips to confirm eligible expenses.

#### **Benefits:**

- Full-time employees or part-time employees working more than 20 hours per week are eligible to receive benefits.
- We offer a Health Care Spending Account to supplement this coverage (\$50/month, once eligibility begins).
- Eligibility of spouses, cohabiting partners, and dependent children is determined by Alberta Blue Cross.
- Eligibility to the plan begins the 1<sup>st</sup> of the month coincident with or next following 3 months of permanent employment.
- Employees should consult materials prepared directly by Alberta Blue Cross for details of the plan.

#### **Personal Leave:**

- ICE provides flexibility to take time off with pay during regular working hours to deal with family obligations or personal commitments (e.g., moving, family illness, bereavement, etc.).
- Additional time required can be taken as vacation time or banked time.

#### **Personal Illness:**

- Employees are eligible for 5 sick days per year.
- Long-term illnesses will require a physician's note.
- If an employee wishes to continue benefits, it must be arranged with Human Resources.
- This time cannot be banked or carried forward to the following year.

#### **Jury Duty:**

- ICE is required to provide you with time off to fulfill jury duty; however, employees are not entitled to pay for time away from work.



#### **Vacation:**

- Time off for vacation should be discussed in advance with your supervisor.
- Entitlement is based on years of employment:
  - During the 1<sup>st</sup> year: 1½ day per full month of work (calculated from the beginning of each pay period).
  - After the first year: 3 weeks (15 days) each calendar year.
  - In the calendar year following the fifth anniversary: 4 weeks (20 days).
  - In the calendar year following the tenth anniversary: 5 weeks (25 days).
- Vacation days must be taken as a full day.
- Vacation time must be taken every year, within each calendar year.
- Vacation will be granted within the twelve months following the common anniversary date, currently set at January 1 of each year.
- Employees paid a monthly salary will receive their standard rate of pay.
- Part-time employees will receive a percentage of their wages, for the year in which the vacation was earned:
  - First four years of employment=four per cent of wages earned.
  - Fifth and subsequent years=six per cent of wages earned.
- Vacation pay will be included on the employees regular pay cheque.

#### **Statutory Holidays:**

- The Company will observe the following eleven general holidays:
  - New Year's Day (January 1)
  - Alberta Family Day (third Monday in February)
  - Good Friday (Friday before Easter)
  - Victoria Day (Monday before May 25<sup>th</sup>)
  - Canada Day (July 1)
  - Heritage Day (first Monday in August)
  - Labor Day (First Monday in September)
  - Thanksgiving Day (Second Monday in October)
  - Remembrance Day (November 11)
  - Christmas Day (December 25)
  - Boxing Day (December 26)
- All employees are entitled, including part-time employees.
- Part-time employees receive their usual wages only if the statutory holiday falls on a regular work day for that employee.
- In the event that one of these holidays falls on a weekend, ICE will observe, at its discretion, the holiday on the Friday preceding or Monday following the actual holiday.
- Employees required to work on a statutory holiday can do one of the following:
  - Receive regular wages for time worked, plus choose another day off work with pay.
  - Receive usual wages for the day plus time and a half (overtime pay) only for hours worked on the holiday.

#### **Maternity Leave:**

- Alberta employees are entitled to the following:
  - Birth mothers can take up to 52 consecutive weeks of unpaid job-protected leave. This is made up of 15 weeks maternity leave and 37 weeks parental leave.
  - Fathers and/or adoptive parents are eligible for up to 37 consecutive weeks of unpaid, job-protected parental leave.

- Adoptive parents can take parental leave regardless of the age of the adopted child.

**Termination:**

- Either the employer or employee may terminate the employment relationship without notice during the first three months of employment (probationary period).
- Written notice, or pay in place of notice, must be given by the *employer* after the following periods of employment:
  - after three months and under two years of service = one week notice
  - two years or more and under four years = two weeks
  - four years or more and under six years = four weeks
  - six years or more and under eight years = five weeks
  - eight years or more and under 10 years = six weeks
  - 10 years or more = eight weeks
- An *employee* must give written notice of termination after the following periods of employment:
  - after three months and under two years of service = one week notice
  - two years or more = two weeks
- There are some exceptions to the above provisions. Please contact an **Employment Standards** office for more information.

## Appendix

**Purpose:** The purpose of this policy is to communicate the guidelines and responsibilities of employees regarding the use of company property.

**Policy:** ICE Health Systems Inc. will assign Company-owned property to its employees for Company use. Employees may be assigned cell phones, tools, equipment, credit card privileges, computers, or other Company property. Employees are responsible for the appropriate care and use of any and all assigned Company property.

**Scope:** This scope applies to all team members.

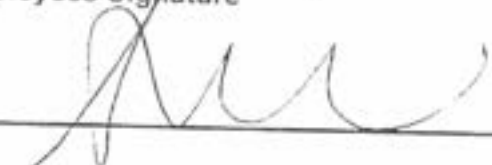
**Procedure:**

- 1) The employee's direct manager is responsible for ensuring that this policy is followed.
- 2) Employees are not to give out private information; which is not limited to:
  - a. Passwords to network connections
  - b. Alarm codes to building
  - c. Company secrets
- 3) Employees are to immediately inform Management of the loss or damage of any company property. IF the loss is due to negligence or abuse, the employee may be held responsible for the replacement.
- 4) All company issued cell phones and laptops are property of ICE Health Systems Inc. When an employee's tenure at the company ends, the devices will remain with the company.
- 5) Credit Cards and Corporate accounts are to be used for the authorized purchase of goods and services. Receipts for all company credit card transactions must be kept and turned in to the Accounting Department as soon as possible.
  - a. Any unauthorized transactions of a personal nature purchased on the Company credit card may result in disciplinary action. Employees will be issued a statement of these expenses and will be expected to reimburse the Company for the amount of these transactions.

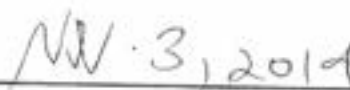
Anyone found violating any portion of this policy may be subject to disciplinary procedures, up to and including termination.



Employees Signature

A stylized, cursive handwritten signature in black ink, written over a horizontal line.

Date

The date "Nov. 3, 2014" is handwritten in black ink over a horizontal line.

A blue handwritten mark, possibly a signature or initials, located in the bottom right corner of the page.

This is Exhibit "D" referred to in the  
Affidavit of James E. Lawson  
sworn before me this \_\_\_\_ day  
of \_\_\_\_\_, 2023.

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A Commissioner for Oaths in and for  
the Province of Alberta

A handwritten signature in blue ink, located in the bottom right corner of the page. The signature is stylized and appears to be a cursive representation of a name.





## Confidentiality and Non-Disclosure Agreement

This Agreement is entered into effective the 3 day of Nov, 2014, between ICE Health Systems Incorporated, an Alberta Corporation (the "Discloser") and Amy Reid, (the "Disclosee") and provides for the disclosure by the Discloser to the Disclosee of valuable Confidential Information (as defined below). In consideration of the offer of employment made to the Disclosee dated the 1 day of Nov, 2014 and for other valuable consideration, the receipt and sufficiency of which the parties hereto acknowledge the parties hereto agree to the following:

1. In this Agreement, "Confidential Information" shall mean any information or knowledge of the Discloser disclosed to the Disclosee related to the proposed Internet and media business of the Discloser or any of the Discloser's subsidiaries, affiliates or associates, whether currently in existence or not (collectively, the "Company"), including without limitation, any such information or knowledge contained or embodied in, or related to, the products, processes, methods, know-how, trade secrets, designs, formula, programmes, innovations, techniques, manufacturing and packaging capacities, business or marketing plans or strategies, financial information, pricing systems, plans, strategies or lists, data, customers or clients or contracts with customers or clients, salaries of personnel, support services or practices, or used in the business or trades of the Company.
2. The Disclosee agrees that they will, at all times, keep in confidence and not use or disclose to other (except in the course of their engagement with the Company or a company affiliated or associated with the Discloser-an "Affiliate", or with written authorization of the Discloser) any Confidential Information.
3. The Disclosee acknowledges that the Discloser and the Company have received, and will in the future receive, Confidential Information from third parties and former and current contractors and consultants of the Company or an Affiliate, subject to a duty to maintain the confidentiality thereof and to use the same for limited purposes only. The Disclosee agrees that they owe the Discloser and the Company a duty to keep such Confidential Information in confidence and not to use it or disclose it to others without the express written authorization of the Discloser.
4. The Disclosee agrees that, during the term of their engagement with the Company or an Affiliate, they will not engage in any other employment, occupation, consulting or other business activity that directly competes with the business services provided

A handwritten signature in blue ink, appearing to be 'Amy Reid', is located in the bottom right corner of the document.

by the company, nor will they engage in any other activities that conflict with their obligations to the Company or an Affiliate.

5. The Disclosee agrees that upon the termination or conclusion of their engagement with the Company or its Affiliates, they will deliver to the Company (and will not keep in their possession or deliver to anyone else) any and all disks, devices, records, data, notes, reports, proposals, lists, correspondence, specifications, drawings, blueprints, sketches, materials, source codes, software, equipment, and any other documents or property belonging to the Company, or copies or reproductions thereof or any such items belonging to an affiliate, client, supplier, or partner of the Company which have come into their possession during the course of their engagement with the Company or its Affiliates, subject to a duty to use them for limited purposes only, or subject to duties imposed on them by this Agreement.

6. The Disclosee's duties set forth in this Agreement shall be in addition to and shall not derogate from or limit the duties they have at common law or in equity to the Company, its Affiliates or to third parties not to use or to disclose Confidential Information.

7. The Disclosee acknowledges that it would be difficult to measure or calculate the damage to the Company, an Affiliate or a third party, as the case may be, should they, in breach of this Discloser, the Agreement or of their duties at common law or in equity, use or disclose the Confidential Information of the Company, an Affiliate or a third party, or breach their duties pursuant to this Discloser, the Agreement and that any such breach of this Agreement or of their duties at common law would result in irreparable harm to the Discloser, the Company, such Affiliate or third party, as the case may be, and that monetary damages would, therefore, be an inadequate remedy for any such breach. Accordingly, the Disclosee agrees that if they shall, in breach of their obligations under this Agreement or their duties at common law or in equity, use or disclose the Confidential Information, or breach their duties pursuant to this Agreement, the Discloser, the Company and any affected Affiliate or third party shall be entitled, in addition to all other remedies available, to an injunction or other appropriate judicial order to restrain any such breach or the continuation thereof without showing or proving actual damage, if any, sustained by the Discloser, the Company to any such Affiliate or third party.

8. This Agreement sets forth the entire agreement and understanding between the Discloser and the Disclosee relating to the subject matter herein and merges all prior discussions between the parties hereto. No modification of or amendment to this Agreement, nor any waiver of any rights under this Agreement, will be effective unless in writing signed by the party or parties whose obligations or rights will be affected. Any termination of the Disclosee's engagement with the Discloser or any of its Affiliates, whether for cause or otherwise will not affect the validity or scope of this Agreement unless otherwise agreed in writing.

9. If any provision in this Agreement is for any reason unenforceable, in whole or in part, the unenforceability thereof shall not affect the enforceability of any other





provision in this Agreement and all provisions of this Agreement shall be construed so as to preserve the enforceability thereof.

10. This Agreement will be binding upon the heirs, executors, administrators and other legal representatives of the Disclosee and will be for the benefit of the Discloser, the Company, and their respective successors and assigns.

11. The Disclosee acknowledges that they have read this Agreement, understand it, and have had an opportunity to consider it before signing it. The Disclosee acknowledges that they had the opportunity to consult a lawyer prior to executing this Agreement.

**IN WITNESS WHEREOF** the parties hereto have executed this Agreement, with effect from the date first above written.

**Ice Health Systems Inc.**

(Sign) *James Lawson*

(Print) J. Lawson

**Disclosee**

(Sign) *Ari*

(Print) Amy Rud

**Witness**

(Sign) *Mack M.*

(Print) Mackenzie Muwanga



This is Exhibit "E" referred to in the  
Affidavit of James E. Lawson  
sworn before me this \_\_\_\_ day  
of \_\_\_\_\_, 2023.

---

A Commissioner for Oaths in and for  
the Province of Alberta





June 7, 2017

Hand Delivered

Amy Reid  
410 Cranford Court SE  
Calgary, AB T3M 0W3

Dear Ms. Reid

Re: Your Employment with ICE Health Systems Inc.

This letter will confirm, as discussed in our meeting today, that your employment with ICE Health Systems Inc. ("ICE") is terminated, effective immediately. You are accordingly relieved of all your offices and duties, also effective immediately.

ICE will be paying you two weeks' pay in lieu of notice of termination of your employment, in accordance with the requirements of the *Employment Standards Code* (Alberta), less applicable statutory deductions. That payment will be in addition to all your accrued and unpaid salary up to and including today, as well as all your accrued vacation pay up to and including today, which amounts will also be paid out to you, less applicable statutory deductions, shortly.

ICE will be submitting a Record of Employment electronically to Service Canada, within the next few days. Your T4 for 2017 will be forwarded by February 28, 2018, to your address as currently recorded in ICE's records. If your address changes please let ICE know, so there will be no delay in your receipt of your 2017 T4.

Any keys, passcards or other ICE property (including but not limited to any records containing information about ICE or its clients) in your possession must be returned to ICE immediately. All electronic records in your possession and which related to ICE and/or to ICE's clients must immediately be either returned to ICE, destroyed, or permanently deleted from any personal computer or other electronic device or storage media belonging to you. Please contact Pamela Little to arrange to return all such property and information and if applicable to confirm the destruction or deleting of electronic information as discussed above. If you have any personal property at ICE's office that you do not take with you when departing from ICE's office today, please contact Pamela Little to provide a list of your personal property and to arrange to pick up that property. Alternatively, if you would have difficulty preparing a complete list, please contact Pamela Little to arrange a mutually convenient day and time for you gather any remaining personal property you have at ICE's office.

On behalf of ICE, I wish you the best of luck in your future endeavors.

Yours truly,

A handwritten signature in black ink, appearing to read "Pamela Little".

240, 2880 Glenmore Trail SE Calgary, AB T2C 2E7

Phone: (866) 721-0487 Fax: (403) 537-9695

[www.icehealthsystems.com](http://www.icehealthsystems.com)

Handwritten initials in blue ink, possibly "PL".



James Lawson, CFO

I acknowledge receipt of a signed copy of this letter on June 7, 2017.

\_\_\_\_\_  
Amy Reid



This is Exhibit "F" referred to in the  
Affidavit of James E. Lawson  
sworn before me this \_\_\_\_ day  
of \_\_\_\_\_, 2023.

---

A Commissioner for Oaths in and for  
the Province of Alberta

A handwritten signature in blue ink, consisting of a stylized, cursive 'S' or 'J' shape, located in the bottom right corner of the page.

# RECORD OF EMPLOYMENT (ROE)

1 SERIAL NO. <b>W52006796</b>	2 SERIAL NO. OF ROE AMENDED OR REPLACED <b>W51929183</b>	3 EMPLOYER'S PAYROLL REFERENCE NO.
4 EMPLOYER'S NAME AND ADDRESS <b>ICE HEALTH SYSTEMS INC. 240 - 2880 GLENMORE TRAIL SE CALGARY AB Canada</b>		5 CRA PAYROLL ACCOUNT NUMBER <b>847675949RP0001</b>
7 POSTAL CODE <b>T2C2K7</b>		6 PAY PERIOD TYPE <b>M - Monthly</b>
9 EMPLOYEE'S NAME AND ADDRESS <b>Amy Reid 410 Cranford Court SE Calgary Alberta</b>		8 SOCIAL INSURANCE NO. [REDACTED]
13 OCCUPATION <b>Investor Relations &amp; Ops Admin</b>		10 FIRST PAY DATE D M Y <b>03   11   2014</b>
15A TOTAL INSURABLE HOURS ACCORDING TO CHART ON PAGE 2 <b>1995</b>		11 LAST DAY FOR WHICH PAID D M Y <b>07   06   2017</b>
15B TOTAL INSURABLE EARNINGS ACCORDING TO CHART ON PAGE 2 <b>\$ 42,579.40</b>		12 FINAL PAY PERIOD ENDING DATE D M Y <b>30   06   2017</b>
15C THE FIRST ENTRY MUST RECORD THE INSURABLE EARNINGS FOR THE FINAL (MOST RECENT) INSURED PAY PERIOD. ENTER DETAILS BY PAY PERIOD AS PER THE CHART ON PAGE 2.		14 EXPECTED DATE OF RECALL D M Y <input type="checkbox"/> UNKNOWN <input checked="" type="checkbox"/> NOT RETURNING
16 REASON FOR ISSUING THIS ROE <b>Dismissal</b>		17 ONLY COMPLETE IF PAYMENT OR BENEFITS (OTHER THAN REGULAR PAY) PAID IN OR IN ANTICIPATION OF THE FINAL PAY PERIOD OR PAYABLE AT A LATER DATE.
FOR FURTHER INFORMATION, CONTACT <b>Pamela Little TELEPHONE NO. (403) 800-0046</b>		A - VACATION PAY <b>Paid because no longer working \$ 325.21</b>
B - STATUTORY HOLIDAY PAY FOR		START DATE (DMY): END DATE (DMY):
C - OTHER MONIES (SPECIFY)		
Y - Pay in lieu of notice <b>\$ 2,914.10</b>		START DATE (DMY): END DATE (DMY):
19 PAID SICK/MATERNITY/PARENTAL/COMPASSIONATE CARE/PARENTS OF CRITICALLY ILL CHILDREN LEAVE OR GROUP WAIVE LOSS INDEMNITY PAYMENT		
20 COMMUNICATION PREFERRED IN <input checked="" type="checkbox"/> English <input type="checkbox"/> French		21 TELEPHONE NO. <b>(403) 800-0046</b>
22 I AM AWARE THAT IT IS AN OFFENSE TO MAKE FALSE ENTRIES AND HEREBY CERTIFY THAT ALL STATEMENTS ON THIS FORM ARE TRUE. Name of Issuer <b>PAMELA J LITTLE</b>		
18 COMMENTS <b>With pay in lieu of notice.</b>		

*[Handwritten signature]*

This is Exhibit "G" referred to in the  
Affidavit of James E. Lawson  
sworn before me this \_\_\_\_ day  
of \_\_\_\_\_, 2023.

---

A Commissioner for Oaths in and for  
the Province of Alberta

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ICE Health Systems Inc.  
Suite #240, 2880 Glenmore Trail SE  
Calgary, Alberta  
T2C 2E7

**Amy Reid**

Month	June	2017 YTD	Oct-16
EE Ded'ns	4,696.33	36,265.53	5,313.84
Gross	219.20	1,714.84	Yearly 75,706.08
Cpp	78.55	591.15	Daily 291.41
EI	554.72	7,229.24	Hourly 38.85
Fed & Prov Tax			
Advance			
LTD	34.83	208.98	
RRSP			
Opt Life			
Opt AD&D			
Total Ded'ns	885.30	9,744.21	
Amount Due	3,811.03		June Pay 1,457.04
Total Cheque Amount:	\$3,811.03		Vacation Owing 325.21
			In lieu of notice 2,914.08
			4,696.33

**Employer Paid Benefits:**

Non-Tax	Health Spending	50.00	300.00
Non-Tax	ABC: Health & Dental	120.32	711.00
Taxable	ABC: Life Insurance	24.87	128.76
Non-Tax	ABC: AD&D	5.55	34.17
Total Employer Paid ABC		150.54	873.93
Employee Paid Benefits		34.83	208.98
Total ABC		185.37	1,082.91
Total Taxable Benefit:		24.57	128.76
Taxable Salary		4,721.00	36,394.29
Gross Salary		4,721.00	
EI Insurable earnings for Pay Period		4,696.33	

Federal Tax: 10362.1  
Provincial Tax: 16825.1



This is Exhibit "H" referred to in the  
Affidavit of James E. Lawson  
sworn before me this \_\_\_\_ day  
of \_\_\_\_\_, 2023.

---

A Commissioner for Oaths in and for  
the Province of Alberta

A handwritten signature in blue ink, consisting of a stylized 'S' or '8' shape with a vertical line through it.

From: Amy amynreid@shaw.ca  
Subject: ICE Health Systems - Request for Information / Notice  
of legal intentions to board  
Date: Jun 23, 2017, 3:48:21 PM


---

Recipients  
Redacted  
A BUSTALL

Dear ICE Health Systems Directors, Employees etc

You've each been BCC on this email, so if what you read causes great concern I suggest you each call Mark Genuis individually to set up a group meeting.

I was hired in Nov 2014 and dismissed without cause on June 7th. There is not 1 negative employee review on file for me. In Dec 2016, I reported Pamela Little (Accounting & HR Manager) for theft, insurance fraud and bullying. This is documented in a 4 page letter to CFO, James Lawson along with b&w evidence of such fraud/theft, these are not accusations they are indeed facts. He asked me not to advise CEO of such. After approx 90 days had passed and Jim not addressing 1 issue I advised him I would need to start looking for a new job as he clearly didn't value me as an employee and he did absolutely nothing to protect myself or the company for that matter. Mark was also being his usual dickhead



self and I advised Jim to tell Mark as well that I was other employment opportunities so I was being honest about the situation and expected Jim at this time to inform Mark on the real reasons why I was leaving dating back to the 4 page letter given to Jim. I was told by Jim that he had told Mark and they both fully supported me, didn't want to see me leave, but understood. I made it clear this process could take 2 weeks to 10 months as I was looking for a career not a job and Jim said he understood this, infact in May he allowed me to reach out to an investor about a career with his company. I asked for permission to speak to said investor first as I didn't want to go behind his back and he gave full permission to pursue this. So firing me about 2 weeks later with the verbal reason "We appreciate you being upfront about looking for new job but it's taking too long" is not only laughable it's illegal. Maybe if you addressed theft, fraud & bullying and had one ounce of integrity, I the person who never stole a dime and tried to protect your assets by reporting such activity wouldn't have had to look for a new job in the first place.



I suggest you ask Jim for the letter and evidence of Alberta Blue Cross Insurance fraud as it's not my responsibility to provide this evidence to you, it will come out in court.

I was offered 8 weeks pay in exchange for signing a legal release. Individuals who have done nothing wrong do not need to sign a legal release, therefore this will go to court where I am confident I will receive a judgement in my favour and I'll be asking for much more than 8 weeks pay. Judgements are searchable online so the details and individuals involved will be subjected to this outcome forever because you terminated the wrong person.

Just an FYI on how incompetent Pam, Jim & Mark are I found MY OWN termination papers on June 7th sitting on the printer....they seriously cannot do much right. I also asked Jim to provide me with his lawyers info and he failed to do so.





To insult me further, Pam Little, is mentioned 3 times as my contact in my termination letter. Really? She is purposely not included in this email as she's a liability to you, I recognize this, why can't you?

1) I have received my record of employment # W51929183 today & you have inaccurately recorded the reason for separation. I was dismissed without cause on June 7, 2017 therefore Box 16 should state M-dismissal and you have entered K-other with a note "with pay in lieu of notice".

The 2 weeks pay in lieu is mandated to pay for no notice and is NOT a reason for termination. You're very sketchy folks. Box 16 is suppose to be true not misleading.

I have called Service Canada and was advised to request an amended ROE to reflect actual true facts/events. If you fail to provide a reason you chose to provide inaccurate information on a





government form or amend said form than my next step is to file a formal complaint. You have until Fri, June 30th to address this issue by mail only.

Info from Service Canada: Employers would need to be mindful of the fact that it is a serious offence to misrepresent the reason for issuing the Record of Employment (ROE)

Employers could be subject to fines or prosecution in case they enter a false or misleading reason for issuing the Record of Employment (ROE)

html

responsibilites.html

34.6 KB



2) You need to provide a detailed accounting of vacation time used and payout since 2014. My last pay included VP amount of only \$325.21 and I am asking for a detailed accounting of how you came up with this amount. Please mail to my resident no later than Fri, June 30th.

3) Sharing some employee reviews on the company for you to read as Mark/Jim are aware and probably failed to share this info with board members. Since Jan 2017 I am either the 7th or 8th person out of an office of about 25 to get let go or quit... very high turnover.

html

ICE-Heal...375.htm

23.2 KB



4) Alberta Blue Cross > I am 100% confident fraud was committed on behalf of the plan administrator and the CFO was advised of such months ago and took no action. I advised Mark of said fraud on June 7th. You now have 3 people involved in this fraud Pam, Jim & Mark. Considering most of the directors are Doctors this should be alarming and cause for grave concern that you are involved on a high level with a company that condones fraud. Blue Cross investigates all fraud claims and has a zero tolerance policy. The entire company is at risk of losing employee benefits as the plan administrator and CFO cannot be trusted than how are they suppose to continue doing business with you? Formal complaint was logged June 12th in writing. Congratulations on being a company that wants to work in healthcare but has committed and condoned healthcare insurance fraud. This fraud also costs ICE \$185/per month due to her pure greed.

Not only did she commit fraud but she gave herself an authorized payroll advance of \$300 in June 2016 and also upgraded her



company cellphone at a cost of \$390 without approval and didn't follow budget process approval.

pdf

81984\_fraud.pdf

14.4 KB

5) When the time does come for me to file lawsuit please be aware I intend to include all 18 companies and each and every board of director individually. You have a corporate responsibility & duty of care to be lawful and are liable for the actions and non-actions of the two men you have put in charge to the manage the day to day operations. Writing a cheque to cover payroll and expenses and is not enough, if you are attaching your name to a company that makes bad business decisions ignorance is not a defence.



pdf

Overview...da\_a1.pdf

12.0 KB

I expect points 1 and 2 to be addressed via mail to my home address on file by June 30th.

I encourage you to not respond via email to me as if you respond with nonsense I may respond back and each time include more individuals on BCC, you've played enough games with people and I have zero tolerance for bullshit, Mark & Jim....you're both idiots and it's shocking anyone gives you a dime, I look forward to taking you to task before the courts, you're vile unethical people with no





integrity.

Maybe all of you should sit down to discuss this matter and advise on whose lawyer will handle the case and provide this info to me via mail as I'm not going away anytime soon. I doubt they've shared any of this info with you or how low morale is, get informed if you're lending your good names to 2 individuals who have no business sense, Jim is already being sued as a Director of a former company he was involved with, most likely TSO Energy Corp. they went bankrupt.

No phone calls, texts or voicemails will be responded to. And I advise you to ask Jim for the letter I gave him in regards to theft/fraud.

Amy Reid

A handwritten signature in blue ink, located in the bottom right corner of the page. The signature is stylized and appears to be a cursive representation of a name.

This is Exhibit "I" referred to in the  
Affidavit of James E. Lawson  
sworn before me this \_\_\_\_ day  
of \_\_\_\_\_, 2023.

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A Commissioner for Oaths in and for  
the Province of Alberta

A handwritten signature in blue ink, located in the bottom right corner of the page. The signature is stylized and appears to be a single letter 'B' or a similar mark.

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):

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

Amended this 1 day of March 2021  
Pursuant to Proc. Reg. 12  
Clerk of the Provincial Court

**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 \_\_\_\_\_ 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 Owning 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)                         |  |

**NOTICE TO DEFENDANT(S)**

You only have a short time to respond to this Civil Claim:

- 20 days if you are served in Alberta, or
- 30 days if you are served outside Alberta

You must either:

1. **Settle** the claim directly with the Plaintiff.

- or -

2. **Pay** the amount plus interest and costs as claimed in the Civil Claim to the Provincial Court office by cash, certified cheque, money order or debit card (if available) only. A court appearance **may** not be necessary if you choose this option.

- or -

3. **Dispute** the Civil Claim within the applicable time set out above, by doing the following:

- (a) Complete a Dispute Note (which may include a counterclaim) giving your reasons for disputing the Civil Claim. If there are parts of the Civil Claim you agree with, check the applicable box in section 2 in the Dispute Note.
- (b) File the Dispute Note and pay the applicable filing fee either in person at any Provincial Court office, or by mail to the Provincial Court location shown on the Civil Claim. The Provincial Court must receive a Dispute Note and the applicable filing fee within the time limit set out above.

**WARNING:**

If you do not pay the Civil Claim or file a Dispute Note within the time limit set out above, the Plaintiff(s) may obtain a judgment against you. Forms and self-help materials are available at any Provincial court location and on the Alberta Courts website at:





**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>

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

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

*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.

  
1

- 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 from 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. SESCO (Servicio de Excelencia en Salud v Comunicación por Internet)
22. SESCO 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.

This is Exhibit "J" referred to in the  
Affidavit of James E. Lawson  
sworn before me this \_\_\_\_ day  
of \_\_\_\_\_, 2023.

---

A Commissioner for Oaths in and for  
the Province of Alberta

A handwritten signature in blue ink, consisting of a stylized, cursive letter 'S' or 'B' with a loop at the bottom.



**COURT OF QUEEN'S BENCH OF ALBERTA**

**NOTICE TO THE PROFESSION AND PUBLIC**

**REMOTE COMMISSIONING OF AFFIDAVITS FOR USE IN CIVIL AND FAMILY PROCEEDINGS DURING THE COVID-19 PANDEMIC**

During the COVID-19 pandemic, some accommodation must be made for the commissioning of affidavits in circumstances where it is not possible or is medically unsafe for the deponent to physically attend before a commissioner. Examples might include deponents who are unable to leave their residences, are not permitted to receive visitors, or for those who are required to self-isolate or self-quarantine.

With the approval of the Law Society of Alberta, until further notice, the following accommodations will be made for affidavits to be used in the Court of Queen's Bench of Alberta, subject always to the discretion of the Courts to apply the best evidence requirements to their use:

1. Any affidavit to be sworn using video technology must contain a paragraph at the end of the body of the affidavit describing that the deponent was not physically present before the commissioner, but was linked with the commissioner utilizing video technology and that the process described below for remote commissioning of affidavits was utilized.
2. While connected via video technology, the deponent must show the commissioner the front and back of the deponent's current government-issued photo identification and the commissioner must compare the video image of the deponent and information in the deponent's government-issued photo identity document to be reasonably satisfied that it is the same person and that the document is valid and current. The commissioner must also take a screenshot of the front and back of the deponent's government-issued photo identity document and retain it.
3. The commissioner and the deponent are both required to have a paper copy of the affidavit, including all exhibits, before each of them while connected via video technology.
4. The commissioner and the deponent must review each page of the affidavit and exhibits to verify that the pages are identical and if so, must initial each page in the lower right corner.

A handwritten signature in blue ink, consisting of a stylized, cursive 'S' or 'J' shape.

5. At the conclusion of the review, the commissioner will administer the oath, the deponent will state what needs to be said to swear or affirm the truth of the facts, and the commissioner must watch the deponent sign his or her name to the affidavit.
6. The deponent will then send the signed affidavit with exhibits electronically to the commissioner.
7. Before completing the affidavit, the commissioner must compare each page of the copy received from the deponent against the initialed copy that was before him or her in the video conference and may affix his or her name to the jurat only upon being satisfied that the two copies are identical.
8. The two copies will then be attached together with a certificate signed by the commissioner stating that the commissioner was satisfied that the process was necessary because it was impossible or unsafe, for medical reasons, for the deponent and the commissioner to be physically present together.
9. The completed package would then be permitted to be filed.

  
\_\_\_\_\_  
Mary T. Moreau, Chief Justice  
\_\_\_\_\_  
John D. Rooke, Associate Chief Justice  
\_\_\_\_\_  
Kenneth G. Nielsen, Associate Chief Justice



COURT FILE NO. 2201-11627

COURT COURT OF KING'S BENCH OF ALBERTA

JUDICIAL CENTRE CALGARY

IN THE MATTER OF THE *BANKRUPTCY AND  
INSOLVENCY ACT*, RSC 1985, C C-8, AS  
AMENDED

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

AND IN THE MATTER OF A PLAN OF  
ARRANGEMENT OF HEALTH SYSTEMS INC.,  
HELP INC., FIRST RESPONSE INTERNATIONAL  
INC., ICE HEALTH SYSTEMS LTD. AND SESCO  
HEALTH SERVICES INC. UNDER THE *BUSINESS  
CORPORATIONS ACT*, RSA 2000, CH B-9, AS  
AMENDED

DOCUMENT CERTIFICATE OF REMOTE COMMISSIONING FOR THE  
SUPPLEMENTAL AFFIDAVIT OF JAMES E. LAWSON

ADDRESS FOR  
SERVICE AND  
CONTACT  
INFORMATION  
OF PARTY  
FILING THIS  
DOCUMENT

**Gowling WLG (Canada) LLP**  
1600, 421 – 7th Avenue S.W.  
Calgary, AB T2P 4K9

Telephone (403) 298-1938 / (403) 298-1018  
Facsimile (403) 263-9193  
File No. A167833

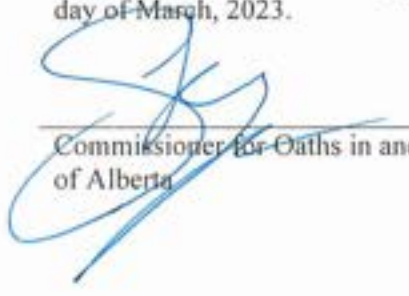
**Attention: Tom Cumming / Stephen Kroeger**

I, Stephen Kroeger, a Commissioner for Oaths in and for the Province of Alberta, certify that the requirements outlined in the Court of King's Bench of Alberta, Notice to the Profession and Public, "Remote Commissioning of Affidavits for Use in Civil and Family Proceedings During the COVID-19 Pandemic" dated March 25, 2020 (the "**Notice**"), has been complied with as follows:

1. I met with James E. Lawson on March 1, 2023, using video technology.

2. While connected to video technology, I undertook the following steps in accordance with the Notice:
  - (a) verified and retained "screenshot" copies of the front and back of Mr Lawson's valid government issued photo identification;
  - (b) verified that he had a copy of the Supplemental Affidavit before him during the video conference;
  - (c) Mr. Lawson and I had a hard copy of the Supplemental Affidavit;
  - (d) I reviewed every page of the Supplemental Affidavit with Mr. Lawson, with both parties initialing the lower right corner of each page to verify the pages are identical; and
  - (e) I administered the oath at the end of the review and observed Mr. Lawson sign his name to the Supplemental Affidavit.
3. I received the signed Supplemental Affidavit with Exhibit from Mr. Lawson electronically, and upon receipt, verified that this copy was identical to the one I initialed during the video conference, and signed the jurat. Both copies are attached to this Certificate.
4. I believe that remote commissioning is necessary because it is impossible or unsafe, for medical reasons, to physically meet with Mr. Lawson to commission the Supplemental Affidavit.

SIGNED at the City of Calgary, Alberta, this 1st  
day of March, 2023.



Commissioner for Oaths in and for the Province  
of Alberta