

CANADA / JUDGMENT

Hall v. Trueblue, DBA Labour Ready

2017 BCSC 2004

COURT

Supreme Court of British Columbia

DECIDED

19 September 2017

Source: bccourts.ca · Research copy typeset by Esheria. Not court-issued or certified.

2017 BCSC 2004 Hall v. Trueblue, DBA Labour Ready

IN THE SUPREME COURT OF BRITISH COLUMBIA

Citation:

Hall v. Trueblue, DBA Labour Ready,

2017 BCSC 2004

Date: 20170919

Docket: S54371

Registry: Kamloops

Between:

Tammy Kay Hall

Plaintiff

And

Trueblue, DBA Labour Ready

Defendant

Before: The Honourable Madam Justice Donegan

in Chambers

Oral Reasons for Judgment

No one appeared on behalf of Tammy Kay Hall

Counsel for the Defendant, appearing by teleconference:

J. Menten

J. Kondopulos

Place and Date of Trial/Hearing:

Kamloops, B.C.

September 18, 2017

Place and Date of Judgment:

Kamloops, B.C.

September 19, 2017

INTRODUCTION

- [1] THE COURT: These are oral reasons. Should a transcript be ordered, they are subject to editorial revision before their reproduction in final form. These revisions may include the insertion of quotations and citations from the case authorities, grammatical and structural changes to improve readability, and may include additional references to the submissions or evidence, but in no manner will my reasoning or the results of my decision be changed.
- [2] Tammy Kay Hall filed a Notice of Civil Claim on April 19, 2017, where she sued the defendant "Trueblue, DBA Labour Ready". Her pleadings are brief and can be reproduced and repeated here in my introductory remarks in full. Under Part 1, Statement of Facts:
1. Plaintiff was wrongfully terminated due to disability and no notice provided
- [3] Under Part 2, Relief Sought:
1. Plaintiff is seeking 2 months pay per year of service (9) to compensate for management position held in the amount of \$78289.20
 2. Plaintiff is seeking \$15,000, due to loss of benefits and undue hardship
- [4] Under Part 3, Legal Basis:
1. British Columbia Employment Standards act violated part 8 of the act in addition to common law notice not applied
- [5] The defendant filed its Response to Civil Claim on June 16, 2017. It now brings an application to dismiss the entirety of the claim on the basis that there is no genuine issue for trial, that the claim is bound to fail, is as an abuse of process and outside the jurisdiction of the court. Alternatively, the defendant seeks an order that the Notice of Civil Claim be amended as far as necessary to properly disclose a reasonable claim with sufficient particulars in compliance with all applicable rules, with a failure to adequately do so within a time set by the Court resulting in all of the claim being dismissed. It also seeks costs, payable forthwith.

- [6] Although properly served with this application and accompanying materials on September 5, 2017, the plaintiff did not file a response, nor did she attend the hearing of this matter yesterday. I should add that counsel for the defendant also took additional steps to ensure the plaintiff was aware of yesterday's hearing and what was being sought through email communications to her on September 12 and 14, 2017. Counsel also hand delivered the application and material to her home address last week. The plaintiff did not communicate with the defendant and did not attend yesterday's hearing.
- [7] I took considerable time following yesterday's hearing to carefully consider this application, particularly in light of the dramatic remedy sought and the plaintiff's self-represented status. Considerable care must be taken when a court considers whether to dismiss a litigant's claim prior to trial.
- [8] I observe that counsel for the defendant have been exceedingly fair in their approach to the plaintiff, her claim and this application. The plaintiff filed her Notice of Civil Claim in April of 2017. She did not properly name the defendant. The defendant's proper name is Labour Ready Temporary Services Ltd. It is a corporation duly incorporated under the laws of British Columbia. It operates a temporary staffing agency.
- [9] The plaintiff did not serve the Notice of Civil Claim properly, in accordance with the Supreme Court Civil Rules, B.C. Reg. 168/2009 [Civil Rules] or under the Business Corporations Act; however, due to her status as a self-represented litigant, defendant's counsel accepted service effective May 26, 2017, despite the improper service. Counsel advised the plaintiff she had named the wrong defendant and provided the properly named entity in its Response to Civil Claim. The plaintiff has not taken steps to communicate with the defendant, nor has she taken steps to amend her Notice of Civil Claim.
- [10] In support of the defendant's application has been filed the Affidavit of Sarah Richardson. She is a human resource business partner with the defendant. The "Factual Basis" set out by the defendant in its Notice of Application accurately states Ms. Richardson's evidence.

FACTS

- [11] The plaintiff commenced employment with Labour Ready Temporary Services Ltd. on March 11, 2006, as a customer service representative. She signed an employment contract with the defendant on March 9, 2006. A copy of her employment contract is attached as Exhibit "A" to Ms. Richardson's affidavit.
- [12] This contract contained a term which set out the termination notice or pay in lieu of notice to which the plaintiff would be entitled if dismissed from her employment without cause. If so, she was entitled to be provided with no more than termination notice or pay in lieu of notice set out in the applicable employment standards legislation. This term is contained at paragraph 24 of the employment contract attached as Exhibit "A" to Ms. Richardson's Affidavit.

- [13] In August of 2006, the plaintiff applied for a new position as a branch manager. She signed another employment contract on September 8, 2006. A copy of this contract is attached as Exhibit "C" to Ms. Richardson's Affidavit. This new contract contained the same term in respect of termination notice or pay in lieu of notice to which the plaintiff would be entitled if the defendant dismissed her from her employment without cause. Again, this term is found at paragraph 24 of this second contract.
- [14] On March 19, 2014, the plaintiff requested a medical leave of absence, having been injured in a motor vehicle accident approximately two years earlier. She was scheduled for surgery on March 28, 2014, but her surgery was subsequently cancelled, so she returned to work until May 24, 2014, when she went off work on medical leave.
- [15] In and around April of 2015, while she was on medical leave, the defendant mistakenly believed that the plaintiff had resigned from her employment and took administrative steps to end her employment on that basis. However, when the plaintiff advised the defendant that she did not intend to resign, the defendant apologized and immediately attempted to correct its mistake by reinstating the plaintiff to active employment. The plaintiff suffered no disruption in her benefits or service. Attached as Exhibit "F" to the Affidavit of Ms. Richardson is a copy of that reinstatement letter dated April 28, 2015.
- [16] The plaintiff subsequently filed a complaint with the British Columbia Employment Standards Branch, pursuant to the Employment Standards Act, R.S.B.C. 1996, c. 113 [ESA]. She alleged she had been dismissed without cause and had not been provided with the termination notice or pay in lieu of notice to which she was entitled under the legislation.
- [17] A delegate of the Director of Employment Standards Branch conducted an oral hearing into this complaint on November 30, 2015. In written reasons dated February 2, 2016 (attached as part of Exhibit "J" to Ms. Richardson's Affidavit, Mr. Thompson, the delegate, allowed the complaint on the basis that there had in effect been a termination of employment without cause. Mr. Thompson ordered the defendant to provide the plaintiff with pay in lieu of termination under the ESA, as well as vacation pay on that amount and accrued interest. The delegate also ordered the defendant to pay a mandatory administrative penalty of \$500.00.
- [18] The defendant complied with the orders of the delegate. At the end of February 2016, the defendant paid the plaintiff all of the monies due and owing to her under the orders.

THE LAW

- [19] Rule 3-1(2) of the Civil Rules sets out what a Notice of Civil Claim must do. It provides in part:

Contents of notice of civil claim

(2)A notice of civil claim must do the following:

- (a) set out a concise statement of the material facts giving rise to the claim;

- (b) set out the relief sought by the plaintiff against each named defendant;
- (c) set out a concise summary of the legal basis for the relief sought;
- (g) otherwise comply with Rule 3-7.

[20] Rule 3-7 of the Civil Rules provides, in part:

Pleading must not contain evidence

(1) A pleading must not contain the evidence by which the facts alleged in it are to be proved.

Pleading conclusions of law

(9) Conclusions of law must not be pleaded unless the material facts supporting them are pleaded.

General damages must not be pleaded

(14) If general damages are claimed, the amount of the general damages claimed must not be stated in any pleading.

[21] In *Simon v. Canada*, 2015 BCSC 924 (aff'd 2016 BCCA 52), I described the function of pleadings generally at paras. 17-20:

[17] The function of pleadings is to clearly define the issues of fact and law to be determined by the court. A plaintiff must state, for each cause of action, the material facts. Material facts are those necessary for the purpose of formulating the cause of action. The defendant then sees the case to be met and may respond to the allegations. By referring to the pleadings, the court will understand what issues of fact and law it will be called upon to decide: *Homalco Indian Band v. British Columbia*, [1998] B.C.J. No. 2703 (S.C.) at para. 5.

[18] This very basic rule of pleadings involves four separate elements:

- 1) every pleading must state facts and not merely conclusions of law;
- 2) it must include material facts;
- 3) it must state facts and not the evidence by which they are to be proved; and
- 4) it must state facts concisely in a summary form.

Glaxo Canada Inc. v. Canada (Department of National Health and Welfare) (1987), 15 C.P.R. (3d) 1 at para. 11.

[19] A "material fact" was defined by Mr. Justice K.J. Smith in *Jones (Litigation Guardian of) v. Donaghey*, 2011 BCCA 6 at para. 18, as follows:

[18] ... a material fact is the ultimate fact, sometimes called "ultimate issue", to the proof of which evidence is directed. It is the last in a series or progression of facts. It is the fact put "in issue" by the pleadings.

[20] A plaintiff must clearly plead the facts upon which he relies in making his claim. Where a claim is brought by a self-represented litigant, the court should consider amendments to correct defective pleadings. However, it is not the court's role to give advice to a plaintiff about how to cure deficiencies or how to present their claim: *Ahmed v. Assu*, 2014 BCSC 1768 at para. 19.

[22] With respect to striking pleadings, Rule 9-5(1) of the Civil Rules provides:

Scandalous, frivolous or vexatious matters

(1) At any stage of a proceeding, the court may order to be struck out or amended the whole or any part of a pleading, petition or other document on the ground that

- (a) it discloses no reasonable claim or defence, as the case may be,
- (b) it is unnecessary, scandalous, frivolous or vexatious,
- (c) it may prejudice, embarrass or delay the fair trial or hearing of the proceeding, or
- (d) it is otherwise an abuse of the process of the court,

and the court may pronounce judgment or order the proceeding to be stayed or dismissed and may order the costs of the application to be paid as special costs.

[23] Rule 9-5(2) of the Civil Rules stipulates that:

Admissibility of evidence

(2) No evidence is admissible on an application under subrule (1) (a).

[24] In *Simon*, I emphasized the high onus that must be met before a cause of action may be struck under Rule 9-5:

[24] It is trite law that before a claim may be struck under Rule 9-5, it must have "no reasonable prospect of success". Stated another way, it must be "plain and obvious" that the cause will fail: *Imperial Tobacco* at para. 17. However, as held by the British Columbia Court of Appeal in *Moses v. Lower Nicola Indian Band* at para. 41:

[41] ...At the same time, the law must be permitted to evolve. If there is some realistic chance that the cause of action could be 'saved' by a future development, the court should allow the action to proceed. As Chief Justice McLachlin stated in *Imperial Tobacco*:

Valuable as it is, the motion to strike is a tool that must be used with care. The law is not static and unchanging. Actions that yesterday were deemed hopeless may tomorrow succeed. Before *Donoghue v. Stevenson*, [1932] A.C. 562 (H.L.) introduced a general duty of care to one's neighbour premised on foreseeability, few would have predicted that, absent a contractual relationship, a bottling company could be held liable for physical injury and emotional trauma resulting from a snail in a bottle of ginger beer. Before *Hedley Byrne & Co. v. Heller & Partners, Ltd.*, [1963] 2 All E.R. 575 (H.L.), a tort action for negligent misstatement would have been

regarded as incapable of success. The history of our law reveals that often new developments in the law first surface on motions to strike or similar preliminary motions, like the one at issue in *Donoghue v. Stevenson*. Therefore, on a motion to strike, it is not determinative that the law has not yet recognized the particular claim. The court must rather ask whether, assuming the facts pleaded are true, there is a reasonable prospect that the claim will succeed. The approach must be generous and err on the side of permitting a novel but arguable claim to proceed to trial.

[Emphasis in original]

[25] The Court then confirmed the importance of allowing amendments, writing at para. 41:

[41] ...Further, if a cause of action requires clarification by an amendment, the court should allow the plaintiff to make such amendment as a condition of dismissing the application under Rule 9-5.

[25] Specifically, in respect of Rule 9-5(1)(a), I summarized:

[51] Do the pleadings fail to disclose a reasonable claim against either or both of the defendants?

[52] As I indicated at the outset, the test for striking a pleading on the basis that it discloses no reasonable claim is set out in *Imperial Tobacco*. A claim will only be struck if it is plain and obvious, assuming the facts pleaded are true, that the pleading discloses no "reasonable cause of action", has no "reasonable prospect of success", or if it is "certain to fail".

[53] If there is a chance the plaintiff might succeed, he or she should not be "driven from the judgment seat": *Ahmed* at para. 16.

[26] Specifically in respect of Rule 9-5(1)(d), I summarized:

[101] Abuse of process under this subrule is a flexible doctrine allowing the court to prevent a claim from proceeding where to do so would violate principles of judicial economy, consistency, finality, and the integrity of the administration of justice: *Willow* at para. 21.

[102] A claim may be struck where it is a collateral attack on an administrative decision that is subject to appeal or judicial review: *Cimaco International Sales, Inc. v. British Columbia (Attorney General)*, 2010 BCCA 342. A claim may also be struck as an abuse of process where it is an attempt to relitigate an issue that has already been decided: *Toronto (City) v. C.U.P.E., Local 79*, 2003 SCC 63.

[103] In *Toronto (City)*, Madam Justice Arbour explained the concept of abuse of process at para. 37 as follows:

[37] In the context that interests us here, the doctrine of abuse of process engages "the inherent power of the court to prevent the misuse of its procedure, in a way that would . . . bring the administration of justice into disrepute" (*Canam Enterprises Inc. v. Coles* (2000), 51 O.R. (3d) 481 (C.A.), at para. 55, per Goudge J.A., dissenting (approved [2002] 3 S.C.R. 307, 2002 SCC 63)). Goudge J.A. expanded on that concept in the following terms at paras. 55-56:

The doctrine of abuse of process engages the inherent power of the court to prevent the misuse of its procedure, in a way that would be manifestly unfair to a party to the litigation before it or would in some other way bring the administration of justice into disrepute. It is a flexible doctrine unencumbered by the specific requirements of concepts such as issue estoppel. See *House of Spring Gardens Ltd. v. Waite*, [1990] 3 W.L.R. 347 at p. 358, [1990] 2 All E.R. 990 (C.A.).

One circumstance in which abuse of process has been applied is where the litigation before the court is found to be in essence an attempt to relitigate a claim which the court has already determined. [Emphasis added.]

As Goudge J.A.'s comments indicate, Canadian courts have applied the doctrine of abuse of process to preclude relitigation in circumstances where the strict requirements of issue estoppel (typically the privity/ mutuality requirements) are not met, but where allowing the litigation to proceed would nonetheless violate such principles as judicial economy, consistency, finality and the integrity of the administration of justice. (See, for example, *Franco v. White* (2001), 53 O.R. (3d) 391 (C.A.); *Bomac Construction Ltd. v. Stevenson*, [1986] 5 W.W.R. 21 (Sask. C.A.); and *Bjarnarson v. Government of Manitoba* (1987), 38 D.L.R. (4th) 32 (Man. Q.B.), aff'd (1987), 21 C.P.C. (2d) 302 (Man. C.A.). This has resulted in some criticism, on the ground that the doctrine of abuse of process by relitigation is in effect non-mutual issue estoppel by another name without the important qualifications recognized by the American courts as part and parcel of the general doctrine of non-mutual issue estoppel (*Watson*, supra, at pp. 624-25).

[27] In *Wang v. Epoch Press*, 2017 BCSC 136, Mr. Justice Verhoeven summarized this Court's inherent jurisdiction to prevent an abuse of process at para. 12:

[12] As to abuse of process, I adopt my comments in *Acumar Consulting Engineers Ltd. v. The Association of Professional Engineers and Geoscientists of British Columbia (APEGBC)*, 2014 BCSC 814 at paras. 28-30:

[28] Judges have an inherent and residual discretion to prevent an abuse of the court's process: *Toronto (City) v. C.U.P.E., Local 79*, [2003] 3 S.C.R. 77, at para. 35. There, Arbour J. added:

35 ...This concept of abuse of process was described at common law as proceedings "unfair to the point that they are contrary to the interest of justice" (*R. v. Power*, [1994] 1 S.C.R. 601, at p. 616), and as "oppressive treatment" (*R. v. Conway*, [1989] 1 S.C.R. 1659, at p. 1667). McLachlin J. (as she then was) expressed it this way in *R. v. Scott*, [1990] 3 S.C.R. 979, at p. 1007:

... abuse of process may be established where: (1) the proceedings are oppressive or vexatious; and, (2) violate the fundamental principles of justice underlying the community's sense of fair play and decency. The concepts of oppressiveness and vexatiousness underline the interest of the accused in a fair trial. But the doctrine evokes as well the public interest in a fair and just trial process and the proper administration of justice.

- [29] As can be seen from the above-noted comments of McLachlin J., there is no bright line dividing vexatious proceedings from those that are an abuse of the court's process. The factors that signal a vexatious proceeding may also signal an abusive process. However abuse of process is a wider concept which can capture any circumstance in which the court's process is used for an improper purpose: *Freshway Specialty Foods Inc. v. Map Produce LLC, et al*, 2005 BCSC 1485 at para. 52.
- [30] The categories of abuse of process are open. Abuse of process may be found where "the process of the court is not being fairly or honestly used, or is employed for some ulterior or improper purpose; proceedings which are without foundation or serve no useful purpose and multiple or successive proceedings which cause or are likely to cause vexation or oppression": *Babavic v. Babowech*, [1993] B.C.J. No. 1802 (S.C.).

ANALYSIS

- [28] I agree with the defendant that the plaintiff appears to be attempting to allege a claim based in breach of contract and perhaps wrongful dismissal. The brevity of the pleadings makes it difficult to discern. I further agree with the defendant that the plaintiff's pleadings do not support a cause of action as they stand. They contain conclusions of law without material facts and include the amount of general damages claimed, all of which runs afoul of Rule 3 of the Civil Rules.
- [29] I agree with the defendant when it submits that while brevity and lucidity are important in pleadings, the plaintiff's pleadings here do not provide sufficient information in order to formulate a complete cause of action that, when resolved, will have legal consequences between the parties to the dispute.
- [30] I also agree that the statement of facts in the Notice of Civil Claim, that one sentence alleging that the plaintiff was "wrongfully terminated due to disability and no notice provided", does not contain sufficient information in order to formulate a complete cause of action. It also contains conclusions of law without any material facts in support. The first conclusion of law is that the plaintiff was "wrongfully terminated", and the second is that it was "due to disability". The only fact contained in the single sentence in the claim is "no notice provided". Again, I agree with the defendant that this is wholly inadequate to support a cause of action.
- [31] I further agree with the defendant that the pleadings disclose no reasonable claim. Under Part 1 of the Notice of Civil Claim, where the plaintiff is required to set out the material facts giving rise to her claim, again there is only a sole sentence. The only allegation of fact made in Part 1 of the Notice of Civil Claim is the phrase "no notice provided". The rest of what is written in Part 1 as fact consists, as I have found, conclusions of law with no factual underpinning. The allegation that the plaintiff was wrongfully terminated again is a conclusion of law. The plaintiff has simply not provided material facts that would be required to be proved to support any such conclusion.

- [32] In this case, I find that it is plain and obvious that the plaintiff's Notice of Civil Claim discloses no reasonable cause of action and should be struck in its entirety. "No notice provided", without more, is wholly insufficient to ground a cause of action.
- [33] I further agree with the defendant that this claim, as it is framed, is an abuse of court process and outside the jurisdiction of the court.
- [34] The plaintiff has alleged that she was wrongfully terminated due to disability and seeks damages for undue hardship. I agree with the defendant when they write at paragraph 15 of their Notice of Application that here the plaintiff appears to be advancing or arguing that her dismissal from her employment was prohibited employment discrimination on the basis of disability in contravention of the Human Rights Code, R.S.B.C. 1996, c. 210 [HRC].
- [35] Section 21 of the HRC states that any person who believes that a person has contravened the HRC may file a complaint with the British Columbia Human Rights Tribunal. A person may not file his or her complaint of prohibited discrimination in court. The defendants correctly submit there is no tort of discrimination: *Honda Canada Inc. v. Keays*, 2008 SCC 39 at paras. 63-64.
- [36] The Human Rights Tribunal has exclusive jurisdiction to hear and determine all complaints of prohibited employment discrimination within the province. As the defendant correctly submits, this Court has no jurisdiction to determine whether the alleged wrongful termination of the plaintiff was allegedly due to disability. Any part of the Notice of Civil Claim relating to a matter falling within the exclusive jurisdiction of the Human Rights Tribunal, including in particular the plaintiff's allegation that she was wrongfully terminated from employment due to disability, should be struck.
- [37] The defendant also correctly asserts that the Notice of Civil Claim should be struck on the basis that the plaintiff is attempting to achieve impermissible double recovery. I agree with the reasoning and conclusion of the Court in *Dixon v. Stork Craft Manufacturing Inc.*, 2013 BCSC 1117 that a plaintiff abuses the court's process when he or she brings multiple actions seeking the same remedy or relief against the same defendant.
- [38] As the defendant writes at paragraph 18 of their Notice of Application, the plaintiff has alleged a breach of the ESA in her Notice of Civil Claim. The plaintiff has already pursued a complaint seeking pay in lieu of termination notice under the ESA, succeeded in that claim, and has been compensated in accordance with the order of the delegate. The plaintiff appears to be doing here is improperly double-dipping with this cause of action.
- [39] I also agree with the defendants when they assert that the written employment contract between the plaintiff and the defendant limits her entitlement to pay in lieu of termination notice to what is provided in the ESA. The plaintiff has already received the only amount to which she was contractually entitled in the event of termination of her employment without cause. Again, her attempt in this action appears to be to seek double recovery on an amount that she has already recovered in another forum. I agree this is a clear and unacceptable

abuse of the process of this court.

- [40] The plaintiff's Notice of Civil Claim should be struck in its entirety, as it is an abuse of process for her to file and pursue a claim in this court which could be pursued and can only be pursued before the Human Rights Tribunal, and, further, which seeks to recover an amount that the defendant has already paid to her in compliance with an order of a delegate under the ESA.
- [41] I also consider the defendant's application pursuant to Rule 9-6(4), where it seeks to dismiss on the basis that the plaintiff is bound to lose. The defendant's position is set out at paragraphs 21-24 of its Notice of Application. If required and for the reasons expressed in those paragraphs, I agree that the Notice of Civil Claim should also be dismissed.
- [42] In the result, I conclude the defendant has met the very high onus upon it in this application. The application to strike the Notice of Civil Claim in its entirety is granted pursuant to Rules 9-5(1) and 9-6.
- [43] Even though the plaintiff did not file a response to this application and did not attend yesterday's hearing, I took the time to give careful consideration to perhaps allowing the plaintiff a short period of time to file amended pleadings in order to attempt to meet the requirements of the Civil Rules and plead a proper cause of action, name the proper defendant, to plead material facts in support of a proper cause of action in compliance with the Rules, to make amendments to prevent an abuse of process and to allege a cause of action that is within the court's jurisdiction to hear. After careful consideration, I have concluded it would not be appropriate to do so. In this regard, I agree and adopt Mr. Justice Voith's remarks in *Sahyoun v. Ho*, 2013 BCSC 1143 at para. 60:
- [60] The courts will, to the extent reasonably possible and depending on the history of a matter, extend some indulgence to a self-represented litigant who is not conversant with the Rules or the law. Such indulgences do not, however, extend to any diminution or impairment of another party's substantive rights.
- [44] The defendant has been exceedingly fair and reasonable to this unrepresented plaintiff since the litigation commenced. The defendant accepted her improper service and quickly advised the plaintiff that she had identified the wrong legal entity as the defendant. Months have gone by with no communication from the plaintiff and no steps taken to rectify her pleadings. The defendant has taken additional steps, above what was required, to ensure the plaintiff was aware of its application and the hearing yesterday. The plaintiff filed no response and did not attend the hearing.
- [45] In all of these circumstances, I find it is reasonable to conclude the plaintiff is disinterested in pursuing this litigation any further. The defendant should not be put to any further unnecessary time and expense. The defendant is entitled to the relief it seeks on this application and is also entitled to its costs, to be assessed on the ordinary scale, payable forthwith.

"S.A. Donegan J."

DONEGAN J.

Source & reproduction note

Judgment wording, source notices and original paragraph numbers are retained. Esheria supplies the layout and this PDF's page numbers; these are not the source pagination. This is a research copy, not an official or certified court document. Check quotations, citations and publication restrictions against the original source before relying on it.

ORIGINAL SOURCE <https://www.bccourts.ca/jdb-txt/sc/17/20/2017BCSC2004.htm>

CASE PAGE <https://chat.esheria.ai/case-law/canada/hall-v-trueblue-dba-labour-ready-2017>

Prepared on 25 October 2026 · Esheria