



Amended further to the Order of the Honourable  
Chief Justice Hinkson made on May 18, 2022

No. 060588  
Kamloops Registry

**IN THE SUPREME COURT OF BRITISH COLUMBIA**

Between

Christopher O'Connor and Jordan Spinks

PLAINTIFFS

and

Canadian Pacific Railway Limited,  
Canadian Pacific Railway Company,  
Canadian National Railway Company,  
CARCO Group, Inc., ~~E-Verifile.Com, Inc.~~ d.b.a. E-Verifile.Com and eRailSafe Canada,  
Attorney General of Canada,  
ABC Company No. 1,  
ABC Company No. 2,  
ABC Company No. 3,  
ABC Company No. 4,  
ABC Company No. 5;  
John Doe,  
Jane Doe

DEFENDANTS

Brought under the *Class Proceedings Act*, R.S.B.C. 1996, c. 50

**AMENDED NOTICE OF CIVIL CLAIM**

(Original Notice of Civil Claim filed on October 7, 2021)

**This action has been started by the Plaintiff for the relief set out in Part 2 below.**

If you intend to respond to this action, you or your lawyer must

- (a) file a response to civil claim in Form 2 in the above-named registry of this court within the time for response to civil claim described below, and
- (b) serve a copy of the filed response to civil claim on the plaintiff.

If you intend to make a counterclaim, you or your lawyer must

Amended further to the Order of the Honourable  
Chief Justice Hinkson made on May 20, 2022

No. 060588  
Kamloops Registry

**IN THE SUPREME COURT OF BRITISH COLUMBIA**

Between

Christopher O'Connor and Jordan Spinks

PLAINTIFFS

and

Canadian Pacific Railway Limited,  
Canadian Pacific Railway Company,  
Canadian National Railway Company,

CARCO Group, Inc., ~~E-Verifile.Com, Inc.~~ d.b.a. E-Verifile.Com and eRailSafe Canada,

Attorney General of Canada,

ABC Company No. 1,  
ABC Company No. 2,  
ABC Company No. 3,  
ABC Company No. 4,  
ABC Company No. 5,

John Doe,  
Jane Doe

DEFENDANTS

Brought under the *Class Proceedings Act*, R.S.B.C. 1996, c. 50

**AMENDED NOTICE OF CIVIL CLAIM**

(Original Notice of Civil Claim filed on October 7, 2021)

**This action has been started by the Plaintiff for the relief set out in Part 2 below.**

If you intend to respond to this action, you or your lawyer must

- (a) file a response to civil claim in Form 2 in the above-named registry of this court within the time for response to civil claim described below, and
- (b) serve a copy of the filed response to civil claim on the plaintiff.

If you intend to make a counterclaim, you or your lawyer must

- (a) file a response to civil claim in Form 2 and a counterclaim in Form 3 in the above-named registry of this court within the time for response to civil claim described below, and
- (b) serve a copy of the filed response to civil claim and counterclaim on the plaintiff and on any new parties named in the counterclaim.

JUDGMENT MAY BE PRONOUNCED AGAINST YOU IF YOU FAIL to file the response to civil claim within the time for response to civil claim described below.

### **Time for response to civil claim**

A response to civil claim must be filed and served on the plaintiff,

- (a) if you reside anywhere in Canada, within 21 days after the date on which a copy of the filed notice of civil claim was served on you,
- (b) if you reside in the United States of America, within 35 days after the date on which a copy of the filed notice of civil claim was served on you,
- (c) if you reside elsewhere, within 49 days after the date on which a copy of the filed notice of civil claim was served on you, or
- (d) if the time for response to civil claim has been set by order of the court, within that time.

## **THE PLAINTIFFS' CLAIM**

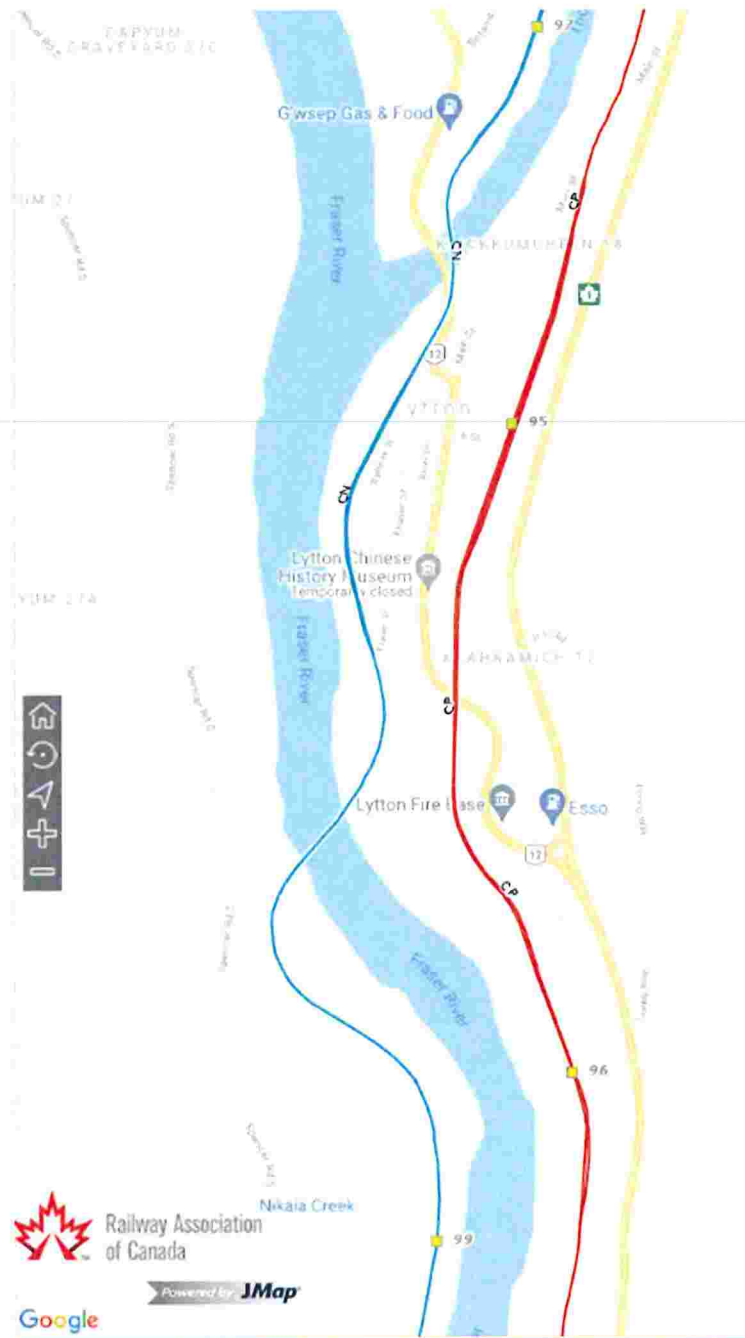
### **Part 1: STATEMENT OF FACTS**

#### ***Overview***

1. The Defendants control the railway systems services deployed around the Village of Lytton, British Columbia, which had a population of around 250 people as well as approximately 2,000 people living in the surrounding areas on lands in the territories of the Lytton First Nation. On June 30, 2021, a wildfire was ignited in Lytton that killed at least two individuals, injured others, and resulted in severe personal and real property losses from the near-complete destruction of the Village of Lytton and the surrounding areas (the **“Lytton Creek Wildfire”**). It was not until September 4, 2021 that BC Wildfire Services classified the ongoing Lytton Creek Wildfire as “under control”.

2. The Lytton Creek Wildfire was sparked as a result of a train or trains owned by Canadian Pacific Railway Limited (“CP Rail Ltd.”), Canadian Pacific Railway Company (“CP Rail Co.”) and/or Canadian National Railway Company (“CN Rail”), and being operated by or on behalf of CP Rail Ltd., CP Rail Co. and/or CN Rail, on the tracks of CP Rail Co. or CP Rail Ltd.’s

Thompson Subdivision and/or CN Rail's Ashcroft Subdivision near mile 98.14 98.3, all of which was regulated by Transport Canada. In addition or in the alternative, the Lytton Creek Wildfire was caused by the failure of the Defendants to manage fire risk in fire-prone areas in British Columbia. Through this suit, victims seek to hold the Defendants accountable for their conduct and to recover their losses.



*A map from the Railway Association of Canada showing CN Rail's right-of-way between miles 97 and 99 through the Village of Lytton, as well as CP Rail's right-of-way to the west*

### ***The Parties***

3. The Plaintiff Jordan Spinks is a member of the Kanaka Bar Indian Band. He resides on Indian Reserve Klahkamich 17, one of the 56 reserves governed by the Lytton First Nation. On June 30, 2021, he witnessed smoke and flames on CN Rail's right of way, at or near CN Rail's bridge that crosses the Fraser River between miles 97 and 99. He immediately phoned his son's mother to ask her to call 911 and he alerted to nearby Lytton First Nations workers of the fire. At the time, the Plaintiff Spinks had just finished his shift as a care aide at Spintlum Lodge, an assisted-living facility, where he then returned to help evacuate the senior residents. As a result of damage from the Lytton Creek Wildfire, Spintlum Lodge is closed and the Plaintiff Spinks lost his job. The Plaintiff Spinks and his family were forced to evacuate their home as a result of the Lytton Creek Wildfire. The Plaintiff Spinks suffered loss of personal property and incurred expenses as a result of the Lytton Creek Wildfire and subsequent evacuation. As of the date of filing, the Plaintiff Spinks has not been able to return to living in his home.

4. The Plaintiff Christopher O'Connor is a resident of Lytton, British Columbia. He lived in Lytton on June 30, 2021 at property of which he is the registered owner having a PID of 026-450-658. The Plaintiff O'Connor's house was destroyed by the Lytton Creek Wildfire. His vehicle, a Ford Explorer, was also damaged by the fire. His losses include approximately 850 books of significant sentimental value, a garage full of tools, and other household items. The Plaintiff O'Connor resided in a hotel for the first three weeks after the Lytton Creek Wildfire and currently lives in a basement suite Airbnb rental in Merritt, B.C. The Plaintiff O'Connor suffered a loss of personal property and incurred expenses that he otherwise would not have as a result of the Lytton Creek Wildfire.

5. The Plaintiffs bring this action on their own behalf and on behalf of overlapping classes as follows:

- a. All individuals or their estates who suffered personal injury or death in the Lytton Creek Wildfire;

- b. All individuals who were displaced by the Lytton Creek Wildfire;
- c. All individuals or legal persons who suffered real property or personal property losses in the Lytton Creek Wildfire;
- d. All individuals or legal persons who suffered interference or interruption of their business as a result of the Lytton Creek Wildfire;

(the “**Class**” and “**Class Members**”).

6. The Defendant Canadian Pacific Railway Limited (“**CP Rail Ltd**”) is a transcontinental freight railway company with rail lines across Canada and the U.S. incorporated pursuant to the *Canadian Business Corporations Act*, RSC 1985, c C44. CP Rail Ltd has an address for service at 7550 Ogden Dale Road SE, Calgary, Alberta, T2C 4X9. CP Rail Ltd carries on business in British Columbia including through the operation and maintenance of railway lines in the province.

7. The Defendant Canadian Pacific Railway Company (“**CP Rail Co**”) is a wholly-owned subsidiary of CP Rail Ltd and is CP Rail Ltd’s principal operating entity in Canada incorporated pursuant to the *Canadian Business Corporations Act*, RSC 1985, c C44. The address for service for CP Rail Co is 7550 Ogden Dale Road SE, Calgary, Alberta, T2C 4X9. CP Rail Co carries on business in British Columbia including through the operation and maintenance of railway lines in the province.

8. Collectively, the Defendants CP Rail Ltd and CP Rail Co are “**CP Rail**”.

9. The Defendant Canadian National Railway Company (“**CN Rail**”) is a transcontinental freight railway company with rail lines across Canada and the U.S. incorporated pursuant to the *Canada Business Corporation Act*, RSC 1985, c C44. The address for service for CN Rail is 935 De La Gauchetiere St W, Montreal, QC, H3B 2M9. CN Rail carries on business in British Columbia including through the operation and maintenance of railway lines in the province.

10. The Defendant CARCO Group, Inc. ~~E-Verifile.Com, Inc.~~ d.b.a. E-Verifile.Com and eRailSafe Canada (“**eRailSafe**”) is a company incorporated in the state of Delaware ~~Georgia~~, United States of America that carries on business in British Columbia and vetts and trains subcontractors located in British Columbia for CP Rail and CN Rail. At all material times,



eRailSafe carried on business in British Columbia acting as agent of CP Rail and CN Rail in vetting and training subcontractors working on their rail lines in British Columbia.

11. The Defendant, ABC Company No. 1 (“**ABC #1**”), is a business whose legal status and ownership are unknown to the Plaintiff at this time but is well known to the identified defendants. ABC #1 manufactured the subject train or trains involved in sparking the Lytton Creek Wildfire.

12. The Defendant, ABC Company No. 2 (“**ABC #2**”), is a business whose legal status and ownership are unknown to the Plaintiff at this time but is well known to the identified defendants. ABC #2 manufactured the subject railway tracks at or near Mile 98.14 ~~98.3~~.

13. The Defendant, ABC Company No. 3 (“**ABC #3**”), is a business whose legal status and ownership are unknown to the Plaintiff at this time but is well known to the identified defendants. ABC#3 was responsible for fire prevention at or near Mile 98.14 ~~98.3~~.

14. The Defendant, ABC Company No. 4 (“**ABC #4**”), is a business whose legal status and ownership are unknown to the Plaintiff at this time but is well known to the identified defendants. ABC #4 was responsible for monitoring the conditions of and around the tracks of CP Rail’s Thompson Subdivision and/or CN Rail’s Ashcroft Subdivision on behalf of CP Rail or CN Rail.

15. The Defendant, ABC Company No. 5 (“**ABC #5**”), is a business whose legal status and ownership are unknown to the Plaintiff at this time but is well known to the identified defendants. ABC #5 was responsible for emergency response around the tracks of CP Rail’s Thompson Subdivision and/or CN Rail’s Ashcroft Subdivision on behalf of CP Rail or CN Rail.

16. ABC #1, ABC #2, ABC #3, ABC #4 and ABC #5 are placeholders for unidentified manufacturers for and/or contractor(s) of CP Rail, CN Rail, and Transport Canada, respectively, whose identities are currently unknown to the Plaintiff but known to the Defendants.

17. The above defendants are collectively the “**Rail Defendants**”. The Rail Defendants have each profited financially from conducting rail activity in or near the Village of Lytton, on or near the tracks of CP Rail’s Thompson Subdivision and/or CN Rail’s Ashcroft Subdivision.

18. The Rail Defendants, the Defendant John Doe and the Defendants Jane Doe (collectively, the “**Occupying Defendants**”) owned, occupied, had an interest in, and/or had care and control of the land on which the Lytton Creek Wildfire started and the immediately adjacent lands which allowed the Lytton Creek Wildfire to spread. The identities of the Defendants John Doe and Jane Doe are unknown to the Plaintiff at this time but are well known to the Defendants.

19. The Defendant, the Attorney General of Canada, through Transport Canada (“**Transport Canada**”), a federal department responsible for transportation policies and programs in Canada, oversees the safety of all railways crossing provincial or international boundaries. The address for service of Transport Canada is British Columbia Regional Office, Department of Justice Canada, 900 - 840 Howe Street, Vancouver, British Columbia V6Z 2S9.

### ***The Village of Lytton***

20. The Village of Lytton is located in British Columbia at the confluence of the Fraser River and the Thompson River. Because of its location, Lytton is sacred to many First Nations communities as an important, historic place for meeting and trade. The area is known for its consistently warm climates. Both CP Rail and CN Rail own, operate, and/or utilize railways that pass through the Village of Lytton. CP Rail operates a railway on its Thompson Subdivision that runs through the Village of Lytton. CN Rail operates a railway on its Ashcroft Subdivision that runs through the Village of Lytton. CP Rail and CN Rail also share railway tracks and equipment.

### ***The Lytton Creek Wildfire***

21. The Defendants knew or ought to have known that the temperatures in the Village of Lytton and surrounding areas were extremely hot in the days and weeks leading up to the Lytton Creek Wildfire.

22. On June 7, 2021, the BC Wildfire Service issued their monthly Wildfire Seasonal Outlook information bulletin, which noted:

“The month of May was significantly drier than normal for the southern half of British Columbia. Many southern regions received less than 40% of their normal precipitation. Kelowna, Vernon and Kamloops are of particular concern, receiving



20% or less of their normal rainfall. Kelowna and Vernon set new records for lowest spring precipitation totals going back as far as 1904 for Vernon... Since April 1st, B.C. has detected 284 wildfires resulting in 2,198 hectares burned, which is slightly above average in terms of numbers of fires but below average in terms of area burned. Over 90% of wildfires this season have been attributed to human activity. If current trends continue, B.C. can expect an above average fire season within the south...

The latest monthly forecasts for June indicate a fair likelihood of warmer and dryer than normal conditions persisting across southern B.C... If the current weather trends continue, we can expect both the frequency and size of fires to increase as grass and other fine fuels start to 'cure' or dry out."

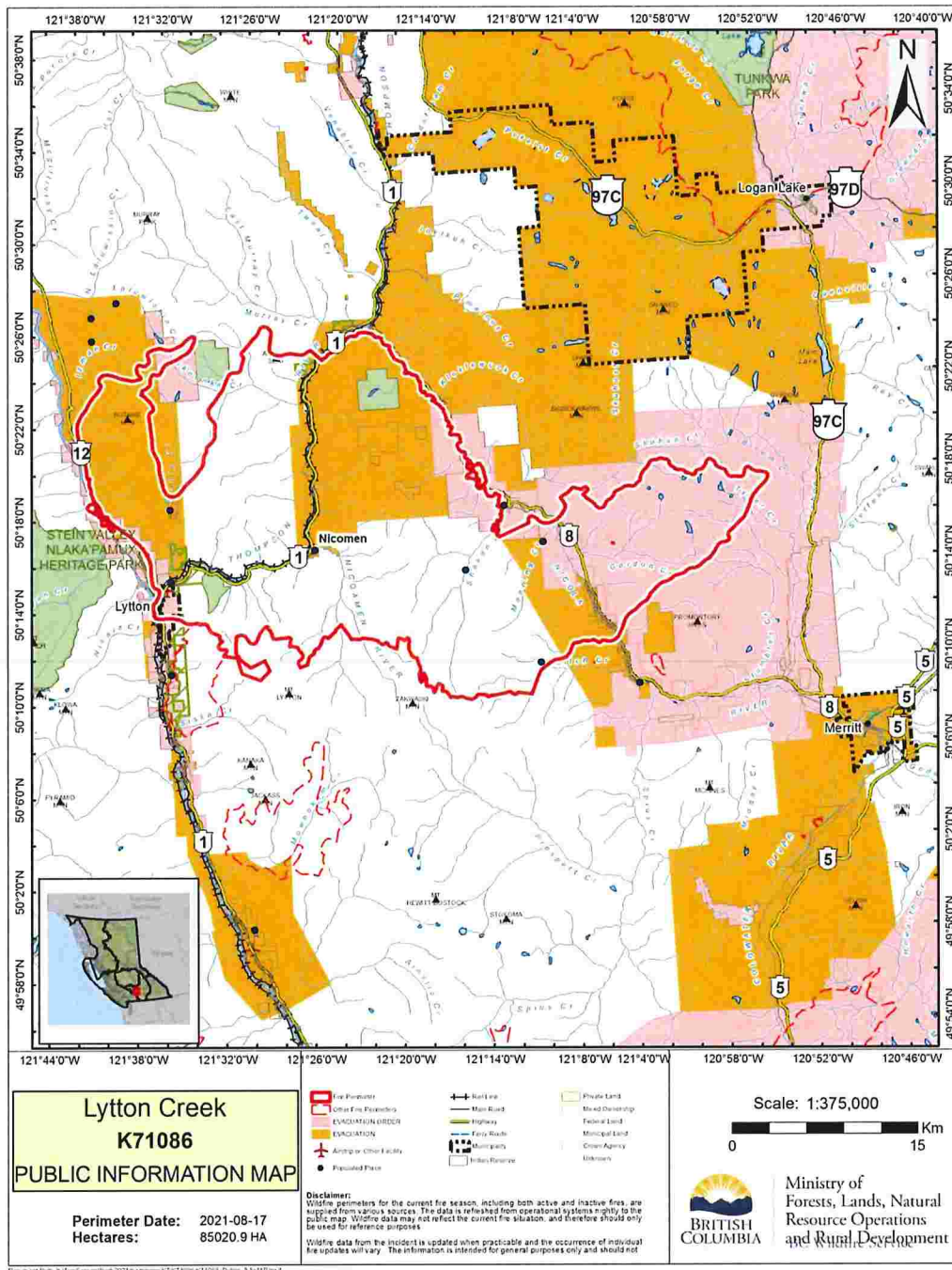
23. On June 20, 2021, the Village of Lytton and surrounding areas started experiencing daily maximum temperatures of 30 degrees Celsius or above. On June 27, 2021, the Village of Lytton experienced a temperature of 46.1 degrees Celsius, breaking the record for the hottest temperature ever recorded in Canada. On June 28, 2021, the Village of Lytton broke its own record when the temperature climbed to 47.9 degrees Celsius. On June 29, 2021, the Village of Lytton broke its own record again with a temperature of 49.6 degrees Celsius, the hottest temperature ever recorded in Canada. These events received worldwide attention.

24. The next day, on June 30, 2021, the Lytton Creek Wildfire began because a train owned and operated by one or more of the Rail Defendants passing through the Village of Lytton sparked a fire that spread through the Village of Lytton and surrounding areas. An evacuation was ordered at approximately 18:00 PDT and many residents only had 15 minutes to leave. After sparking the Lytton Creek Wildfire, the Rail Defendants made no or inadequate attempts to fight the fire they had started.

25. Further, the Lytton Creek Wildfire was caused or contributed to by the negligence of the Defendants in failing to minimize fire risk in fire-prone areas in British Columbia, including by ensuring that the area where the Lytton Creek Wildfire started was cleared of organic material and other fuel sources, and failing to maintain emergency fire-fighting or prevention equipment.

26. The provincial Wildfire Centre subsequently designated the fire number K71086 and named it the Lytton Creek Wildfire. By August 17, 2021, the Lytton Creek Wildfire had grown to over 85,020 hectares. BC Wildfire Service classified the Lytton Creek Wildfire as “Out of Control” until September 4, 2021.

27. An estimated 90% of the Village of Lytton was destroyed by the Lytton Creek Wildfire, with most homes, structures, and buildings in the town being razed by the flames. The Lytton First Nation band office, located in the Village of Lytton, was destroyed. Many Indian reserves under the governance of the Lytton First Nation in the area surrounding the Village of Lytton were damaged because of the Lytton Creek Wildfire.



*Map from BC Wildfire Service showing the 85,020.9-hectare perimeter of the Lytton Creek Wildfire as at August 17, 2021*

28. As a result of the Lytton Creek Wildfire, the Transportation Safety Board of Canada (the “TSB”) initiated a rail transportation safety investigation R21V0143 (the “Investigation”) in response to the possibility that the Lytton Creek Wildfire was sparked by trains passing through

the area. The TSB referenced smoke spotted on the hills near the pedestrian bridge which runs parallel to the Canadian National bridge in the Village of Lytton. The TSB noted the fact that both CP Rail and CN Rail operated through the Village of Lytton during the period of extreme heat preceding the Lytton Creek Wildfire.

29. CP Rail issued a statement on July 16, 2021 in response to the TSB's Investigation. In this statement, CP Rail revealed that, to the best of the company's knowledge, the last train to pass through Lytton before the Lytton Creek Wildfire started was a CN Rail train known to CP Rail as '~~CN 731L~~' "C73152-29" (the "**Train**"). The Train was CP Rail equipment with CP Rail locomotives and CP Rail railcars. According to CP Rail, the Train was transferred to the care, custody, and control of CN Rail at Kamloops on the morning of June 30, 2021. The Train was being operated by CN Rail over CN Rail's tracks on CN Rail's Ashcroft Subdivision.

30. While this Notice of Civil Claim only makes specific reference to the Train '~~CN 731L~~' "C73152-29", this Class Action covers misconduct pertaining to any train: owned by CP Rail and/or CN Rail; in the operation of CP Rail and/or CN Rail; in the care, custody, and/or control of CP Rail and/or CN Rail, and on the tracks of CP Rail's Thompson Subdivision and/or CN Rail's Ashcroft Subdivision, to any other property owned, maintained, controlled, supervised, possessed, or otherwise in the care of the Defendants that may have started or in any way contributed to the initiation or spread of the Lytton Creek Wildfire.

### ***The Rail Defendants' Misconduct***

31. The risk of fire caused by railway activity spreading to neighbours due to the condition of the right-of-way in British Columbia and Canada where temperatures exceed 30 degrees Celsius has been well-known to the Defendants for over a century.

32. In 1913, the Supreme Court of Canada affirmed the trial judge's decision that a fire in East Kootenay, B.C., had been caused by sparks from an engine operated by the company on their line of railway, with the Chief Justice noting "an unusually hot summer and a consequently parched surface in the immediate neighbourhood of the railway track" as material elements of facts from which the inference of negligence was drawn: *Canadian Pacific Railway Co. v. Kerr*, 1913 CanLII 39 (SCC), 49 SCR 33.

33. More recently, in 2005, a fire in Ashcroft, BC was caused by hot metal fragments falling from the dragging brake of a CN Rail railway car. The fragments ignited vegetation on the railway right-of-way. The fire covered an area of approximately 40 square kilometers and affected 25,010.8 cubic metres of mature Crown timber. CN Rail conceded that it had violated section 9(a) of the *Wildfire Regulation*, BC Reg 38/2005 (the “*Wildfire Regulation*”) and agreed to a \$10,000 penalty. CN Rail was ordered to pay the government for 100% of the damaged or destroyed timber.

34. In 2012, four forest fires at or near Timmins, Chapleau and Thunder Bay, Ontario were all alleged by the province of Ontario have started by CN Rail’s trains. One of the four fires was known as the “Timmins 9 Fire”: occurring in May 2012 and burning 40,000 hectares, it was one of largest wildfires in Ontario in 50 years, and the province of Ontario sought to recover \$38 million from CN Rail as a result.

35. In 2014, one of CN Rail’s railway trains ignited a wildfire that burned 171 hectares of Crown land near Williams Lake, BC. CN Rail was ordered to pay compensation totaling \$321,929.23 under section 25 of the *Wildfire Act*, SBC 2004, c 31 (the “*Wildfire Act*”) and section 30 of the *Wildfire Regulation*. On appeal, CN Rail acknowledged that the fire was caused by operation of its railway equipment and acknowledged responsibility for the appropriate compensation under the *Wildfire Act* and the *Wildfire Regulation*, which compensation was reduced to \$203,597.04.

36. On June 11, 2015, a wildfire ignited adjacent to CN Rail’s railway tracks across the Fraser River and 10 km distance south of the Village of Lytton. Grass adjacent to the railway was ignited by sparks from CN Rail’s activities, resulting in a 2,214-hectare wildfire (the “**Cisco Road Wildfire**”). The wildfire burned a large area of Crown land, and the provincial government incurred significant costs to suppress it. In 2018, the Fire Centre Manager determined that CN Rail caused the wildfire in contravention of section 6(2) of the *Wildfire Act*, and sections 6(2) and (3) of the *Wildfire Regulation*, and ordered CN Rail to pay: a \$75,000 administrative penalty for the contraventions; the government’s costs to control the wildfire (\$7,073,317.07); the value of Crown timber, other forest resources, and grass land resources that were damaged or destroyed in the wildfire (\$8,971,289.75); and, the government’s costs for

silviculture and reforestation (\$169,065.31). While accepting responsibility for the contraventions and the administrative penalty, CN Rail appealed to the Forest Appeals Commission to dispute the other amounts.

37. In 2016, CN Rail was alleged to be responsible for a fire that started on April 30 at or near Headingley, Manitoba and on May 3 at or near Caddy Lake, Manitoba. The government of Manitoba sued CN Rail to recover the cost of putting out the Caddy Lake fire which was \$3.8 million. In 2018, after weeks of no precipitation, residents of Winnipeg, Manitoba noticed flames jumping up beside the tracks shortly after a CN Rail train passed through the city. CN Rail reimbursed the City of Winnipeg for the cost fighting a series of fires that had started along the railway despite denying that its train was the cause.

38. The Transportation Safety Board noted 100 reported fires sparked by rail operations in 2019 and 76 in 2020.

39. Specifically with respect to the area affected by the Lytton Creek Wildfire, it was well-known to the Defendants prior to June 30, 2021 that the area was at high risk of fire due to these other recent wildfires noted by BC Wildfire Service:

- a. This 5,017-hectare “George Road (K70804)” wildfire, seven kilometres south of Lytton that was discovered on June 16, 2021 and remained active as of August 24, 2021, resulting in ongoing evacuation orders and alert.
- b. The 532-hectare “South Spencer Road” wildfire, two kilometres south of Lytton that was discovered on August 31, 2016, resulting in evacuation orders and alerts;
- c. The aforementioned 2,214-hectare Cisco Road Wildfire that was discovered on June 11, 2015, resulting in evacuation orders and alerts;
- d. The 1,248 hectare “Botanie Road” wildfire, north of Lytton in 2014, resulting in evacuation orders and alerts;
- e. The 1,597-hectare wildfire at Intlpam, between Lytton and Lillooet, in 2009.

40. Despite record-setting temperatures and extended periods without precipitation in the days and weeks leading up to the start of the Lytton Creek Wildfire, all of which was well-known to the Defendants, the Rail Defendants failed to cease rail activity, or to properly mitigate



the fire risk of rail activity, at or near the Village of Lytton. Instead, the Rail Defendants continued to engage in rail activity near Mile 98.14 ~~98.3~~ that was unsafe for the conditions, without any mitigation of the associated fire risk, thereby causing the Lytton Creek Wildfire.

### ***Applicable Rail Regulations***

41. The Rail Defendants are governed by the *Railway Safety Act*, RSC 1985, c 32 (4th Supp.) (the “*Railway Safety Act*”), including the *Prevention and Control of Fires on Line Works Regulations*, SOR/2016-317 created pursuant to the *Railway Safety Act*.

42. Further governing the standard of care is the *Railway Safety Act*, SBC 2004, c 8 (the “*Railway Safety Act BC*”) which provides authority for British Columbia to adopt the technical regulations, rules, and standards of the *Railway Safety Act*.

43. Under the *Railway Safety Act*, the *Rules for the Control and Prevention of Fires on Railway Rights-of-Way* were developed in 1995 by the Railway Association of Canada on behalf of railway companies.

44. After consultation with stakeholders including all railway companies under federal jurisdiction and the Railway Association of Canada, the *Rules for the Control and Prevention of Fires on Railway Rights-of-Way* were replaced by the *Prevention and Control of Fires on Line Works Regulations*, SOR/2016-317 which came into force on June 16, 2017. The *Prevention and Control of Fires on Line Works Regulations* were designed to be more effective at reducing the likelihood of fires caused by railway operations.

45. The *Prevention and Control of Fires on Line Works Regulations* provides as follows:

- a. set out the planning and preventative measures required by railway companies and local railway companies to reduce the likelihood of fires caused by railway operations;
- b. apply to all federally-regulated railway companies, including local railway companies, operating on federal track;
- c. aim to reduce the likelihood of fires occurring on line works, e.g. a line of railway (track), or a structure built across, beside, under or over a line of railway,

that facilitates railway operations, and also clarify the role of companies in regards to the prevention and control of fires.

46. Applicable to railway activity in British Columbia is the *Wildfire Act*, SBC 2004, c 31 which provides as follows:

*Industrial activities*

6 (1) Except in prescribed circumstances, a person carrying out an industrial activity must not light, fuel or use an open fire in forest land or grass land or within 1 km of forest land or grass land.

(2) A person who carries out an industrial activity must do so

(a) at a time, and

(b) in a manner

that can reasonably be expected to prevent fires from starting because of the industrial activity.

47. The *Wildfire Regulation*, BC Reg 38/2005, created pursuant to the *Wildfire Act*, further provides as follows:

*High risk activities*

6 (2) A person who carries out a high risk activity on or within 300 m of forest land or grass land on or after March 1 and before November 1, unless the area is snow covered, must determine the Fire Danger Class for the location of the activity

(a) by reference to representative weather data for the area,

(b) by reference to

(i) the Danger Region from Schedule 1,

(ii) the applicable numerical rating under the Buildup Index, and

(iii) the applicable numerical rating under the Fire Weather Index, and

(c) by cross-referencing the Buildup Index with the Fire Weather Index, for the applicable Danger Region, under Schedule 2.

(3) If there is a risk of a fire starting or spreading, a person carrying out a high risk activity on or within 300 m of forest land or grass land must

(a) do so in accordance with the applicable restriction and duration set out in Schedule 3 for the Fire Danger Class, and

(b) keep at the activity site

(i) fire fighting hand tools, in a combination and type to properly equip each person who works at the site with a minimum of one fire fighting hand tool, and

(ii) an adequate fire suppression system.

48. Transport Canada is responsible for transportation policies and programs in Canada. Transport Canada plays a key role in ensuring the safety of rail transportation in British Columbia and Canada, specifically by maintaining the regulatory framework and overseeing federal railways. This includes the administration of the aforementioned *Railway Safety Act* as well as the *Canadian Rail Operating Rules*. Section 101 of the *Canadian Rail Operating Rules* states:

#### PROTECTION AGAINST EXTRAORDINARY CONDITIONS

(a) A movement must be fully protected against any known or suspected condition that may interfere with its safe passage.

(b) A movement must stop at once and be fully inspected when it is known or suspected to have struck any object that may interfere with its safe operation. The RTC must be notified as quickly as possible.

(c) When a portion of a movement is left on the main track, precautions must be taken by the crew to protect the remaining portion against the return move.

49. CP Rail and CN Rail did not adhere to section 101 of the *Canadian Rail Operating Rules*. It was the responsibility of Transport Canada to ensure that these rules were followed. Transport Canada did not ensure that any of the Rail Defendants complied with any of the application rules and regulations prior to the Lytton Creek Wildfire.

50. Transport Canada has continuously ignored warnings that it was failing in its duty to ensure the safety of rail transportation.

51. In 1999, Transport Canada shifted from a prescriptive regulatory approach to safety and introduced the *Railway Safety Management Systems Regulations* (the “**SMS Regulations**”) effective 2001. Transport Canada would outline broad regulatory limits and leave it to railway companies to develop and maintain a safety management system for ensuring safety in day-to-day operations. This meant that Transport Canada delegated risk assessment and management to railway companies themselves.

52. In 2007, a review of the *Railway Safety Act* found that overall safety had not significantly improved since the introduction of the SMS Regulations, and integration of SMS into Transport Canada's regulatory oversight program for rail safety had been inconsistent.

53. In 2008, the Standing Committee on Transport, Infrastructure and Communities recommended that Transport Canada and railway companies develop a concrete assessment tool to continually monitor the implementation of safety management systems.

54. On July 6, 2013, a train owned and operated by a federally-regulated railway company with 72 tank cars of crude oil and 5 locomotive units derailed in Lac-Mégantic, Quebec. The train derailment caused many fatalities and significant damage to the town's infrastructure and the environment.

55. Overlapping with the train derailment in Lac-Mégantic, in 2013, the Auditor General of Canada examined whether Transport Canada was adequately overseeing the management of rail safety risks by federal railways. The report concluded that Transport Canada did not have the assurance it needs that federal railways had implemented adequate and effective safety management systems.

56. In 2014, the Standing Committee on Transport, Infrastructure and Communities recommended in its Interim Report on Rail Safety Review that Transport Canada better define audit methodology for safety management systems.

57. In 2015, as a result of an internal audit report, Transport Canada committed to measuring the effectiveness of safety management systems against defined performance indicators and objectives. The SMS Regulations were updated.

58. In 2018, a review of the *Railway Safety Act* found issues with the way Transport Canada was conducting audits, which created the conditions for railway companies to treat their safety management systems activities as an administrative exercise to meet the regulations, rather than an integrated program to manage and improve safety. The report recommended that Transport Canada strengthen safety management systems to ensure a greater focus on effectiveness and safety outcomes.

59. In February 2021, mere months prior to the Lytton Creek Wildfire, the Auditor General of Canada released a report in follow-up to its 2013 report, criticizing Transport Canada with regards to its effectiveness in overseeing railway safety. In referring to the lack of safety changes made since the July 2013 Lac-Mégantic tragedy, Auditor General Karen Hogan stated:

“It remains crucial to determine whether [Transport Canada’s] oversight is having a positive impact [...] We found that the department could not demonstrate the extent to which its oversight activities have improved the railway companies’ compliance with regulations that mitigate key safety risks [...] I am very concerned that while Transport Canada has taken some actions to address our recommendations, eight years after our last audit, there is still much left to do to improve the oversight of rail safety in Canada.

60. The Auditor General of Canada’s findings demonstrate that Transport Canada failed to understand the extent to which railway companies were complying with safety regulations.

61. Transport Canada knew of the extreme and record-setting temperatures that the Village of Lytton and surrounding area were experiencing in the days and weeks leading up to the start of the Lytton Creek Wildfire on June 30, 2021. However, it was not until July 9, 2021 that Transport Canada ordered rail activity between Kamloops and Boston Bar to stop for 48 hours. On July 11, 2021, Transport Canada ordered a number of restrictions to rail activity, including the reduction of train speeds where temperatures rise to 30 degrees Celsius or above.

62. Transport Canada owed the Plaintiffs and Class Members a duty of care because they lived adjacent to railways that were subject to Transport Canada’s oversight. Transport Canada breached this duty when they failed to properly oversee the safety of the Rail Defendants and enforce the *Railway Safety Act* and the *Canadian Rail Operating Rules*. Transport Canada’s failure to ensure that the Rail Defendants complied with the applicable rules and regulations caused the Plaintiffs’ and Class Members’ damages.

### ***The Occupying Defendants' Misconduct***

63. The Occupying Defendants have known for decades of the effects of climate change including the high risk of fire in and around the Village of Lytton, particularly during the record-setting weather conditions in the days and weeks leading up to June 30, 2021.

64. In June 2001, the Auditor General of British Columbia released a report, “Managing Interface Fire Risks” that examined the management of wildfires in or near urban areas by governments in British Columbia. The report noted that British Columbia has the highest risk of interface fires (wildfires that occur in areas where homes, businesses, cottages or other structures are located) in Canada because of its climate and topography, and that the risk of such fires were increasing because of population growth in areas where interface fires occur and the build-up of combustible vegetation as a consequence of years of fire suppression activities. The report concluded that fire prevention work was insufficient in many B.C. communities with high or moderate fire risk. Lytton was noted as a community with high or moderate fire risk. The report also identified as a problem that property owners were not complying with regulations aimed at reducing fire risk.

65. In 2003, British Columbia experienced then the “worst ever” summer for forest fires due to abnormally hot, dry weather which resulted in over 2,500 wildfire starts and a then record high number of interface fires which destroyed homes and businesses, and forced the evacuation of over 50,000 people. As a result, the Province of British Columbia commissioned the “Firestorm 2003 Provincial Review” to evaluate the overall response to the emergency and make recommendations for improvement in time for the next fire season. The report echoed the findings of previous studies on interface fires but with added urgency due to the 2003 fire season. It was clear to the review team that previous fire suppression led to a fuel buildup in the forests of British Columbia which would lead to more significant and severe wildfires. There was a strong consensus to conduct prescribed burns to reduce fuel load.

66. In 2017, British Columbia experienced another record-setting fire season when wildfires burned 1.2 million hectares. In response, wildfire experts issued urgent pleas and warnings to the public that the 2017 fire season was not an isolated event. Indeed, the next year in 2018, British



Columbia experienced yet another record-setting fire season when wildfires burned 1.35 million hectares.

67. The Occupying Defendants owed a duty of care to the Plaintiffs and Class Members. The Occupying Defendants breached this duty when they failed to take reasonable care to reduce the risk of fire. While they knew or ought to have known of the high risk of fire on their own lands and immediately adjacent lands, the Occupying Defendants allowed flammable, organic material such as dead trees to gather on and around the land where the Lytton Creek Wildfire started, and failed to maintain emergency fire-fighting equipment.

***Harm to the Plaintiff and Class Members***

68. The Plaintiffs resided in the Village of Lytton at the time of the Lytton Creek Wildfire. Had the Plaintiffs and their family not escaped when they did, they would have been killed in their home as eventually the Village of Lytton was destroyed by the Lytton Creek Wildfire.

69. Due to the Lytton Creek Wildfire, the Plaintiffs and Class Members have suffered loss and damage because of the Defendants' negligence, including but not limited to:

- a. personal injury;
- b. loss of income earning capacity, past and future;
- c. loss of business income;
- d. loss of housekeeping capacity, past and future;
- e. cost of future care;
- f. out of pocket expenses;
- g. damages "in trust" for service provided by family members, past and future;
- h. loss of real property including residential homes and commercial property
- i. property damages causing replacement and/or repairs;
- j. diminished value of real property;
- k. loss of personal property including pets, personal effects, family heirlooms, furniture, and items of sentimental value;
- l. loss of business property including inventory, fixtures, and goodwill;
- m. other pecuniary expenses including travel, accommodation, and storage expenses;

- n. expenses reasonably incurred for the benefit of a person who was injured or suffered a loss as a result of the Lytton Creek Wildfire.

70. The Plaintiffs and Class Members' injuries have and will continue to cause suffering, loss of enjoyment of life, permanent physical disability, loss of earning capacity, past and future, and loss of housekeeping capacity, past and future.

71. The Plaintiffs and Class Members will be more susceptible to future loss or injuries as a result of the Lytton Creek Wildfire.

72. The Plaintiffs and Class Members have sustained damages for the cost of medical treatment, including past and future cost of health care services provided by the government of British Columbia. The Plaintiffs and Class Members continue to undergo medical care and treatment and continue to sustain damages.

73. As a result of the Lytton Creek Wildfire, the Plaintiffs and Class Members have received and in the future will continue to receive care and services from family members.

## **Part 2: RELIEF SOUGHT**

74. The Plaintiffs claim, on their own behalf and on behalf of the Class Members:
- a. an order certifying this action as a class proceeding under the *Class Proceedings Act*, R.S.B.C. 1996, c. 50 (the "*Class Proceedings Act*");
  - b. general damages;
  - c. special damages;
  - d. past and future damages "in trust" for services provided by family members;
  - e. recovery of health care costs pursuant to the *Health Care Cost Recovery Act*, S.B.C. 2008, c. 27;
  - f. punitive damages;
  - g. pre-judgment and post-judgment interest under the *Court Order Interest Act*, RSBC 1996, c 79; and
  - h. such further and other relief as this Honourable Court may deem just.

### **Part 3: LEGAL BASIS**

75. The Plaintiffs plead and rely on the *Class Proceedings Act*, RSBC 1996, c 50, the *Limitation Act*, SBC 2012, c 13, the *Court Order Interest Act*, RSBC 1996, c 79, and the *Supreme Court Civil Rules* and related enactments.

76. The Plaintiffs plead that the Rail Defendants have not met the statutory requirements with respect to fire prevention. In the alternative or in addition, the Rail Defendants have not met the common law standard of care with respect to fire prevention. Mere compliance with a statute does not, in and of itself, preclude a finding of civil liability.

#### ***Negligence***

77. At all material times the Defendants, individually or jointly, owed the Plaintiffs and other Class Members a duty of care in preventing the Lytton Creek Wildfire.

78. The particulars of negligence against each one of the Rail Defendants are:

- a. Failing to monitor weather conditions or allowing dangerous activity to occur despite knowing that high speeds and high temperatures lead to an increased risk of fire;
- b. Allowing a dangerous situation to exist when it would have been possible, had the Rail Defendants made reasonable efforts, to prevent the Lytton Creek Wildfire or to limit the extent of the damage which resulted from it;
- c. Failing to consult with Environment Canada with respect to the weather conditions;
- d. Failing to consult with the Village of Lytton, Indigenous communities, and other nearby communities with respect to the conditions surrounding the right of way at or near Mile 98.14 98.3;
- e. Failing to implement and observe safeguards to prevent fires at or near Mile 98.14 98.3;
- f. Failing to implement and observe methods for detecting the presence of fire at or near Mile 98.14 98.3;

- g. Failing to properly investigate the cause and effect of fires caused by railway activity prior to the Lytton Creek Wildfire;
- h. Failing to warn the Plaintiff and Class Members of the risk of fires caused by railway activity on and around the right of way at or near Mile 98.14 ~~98.3~~;
- i. Allowing fuel sources and other combustible material to build up to unsafe levels on and around the right of way at or near Mile 98.14 ~~98.3~~;
- j. Failing to take any or sufficient steps to prevent fire or reduce the risk of fire at or near Mile 98.14 ~~98.3~~;
- k. Failing to promote a culture of safety within its organization and subsidiaries;
- l. Failing to implement and enforce its own safety policies;
- m. Failing to oversee, implement, and monitor a fire risk mitigation plan;
- n. Failing to control or extinguish the Lytton Creek Wildfire and failing to limit its spread beyond its property or right of way at or near Mile 98.14 ~~98.3~~;
- o. Failing to give warning of the Lytton Creek Wildfire in a timely fashion;
- p. If any services were subcontracted, failing to retain the services of a safe and qualified subcontractor that met regulatory and industry-recognized standards and was well-ranked in safety;
- q. If any services were subcontracted, failing to supervise the work of agents and subcontractors;
- r. Failing to properly train employees, staff or contractors to identify hazardous or unsafe conditions for operating trains;
- s. Failing to warn each other and the Plaintiff and Class Members of the risk of creating sparks or fire when using the Train and other trains on tracks through the right of way at or near Mile 98.14 ~~98.3~~;
- t. Designing and manufacturing the tracks on the right of way at or near Mile 98.3 in such a way that the risk of sparks or fire was not adequately contained;
- u. Failing to hire sufficient and properly-trained train and track personnel on the Train and in the vicinity of the right of way at or near Mile 98.14 ~~98.3~~ at material times;

- v. Failing to warn each other and the Plaintiff and Class Members of the risk caused by personnel insufficient in number and/or lacking training;
- w. Engaging in rail activity in and near the Village of Lytton when it knew or ought to have known it was unsafe to do so;
- x. Permitting rail activity in and near the Village of Lytton when it knew or ought to have known that it was unsafe to do so;
- y. Failing to cease rail activity or to reduce train speeds while knowing of an extreme fire risk at or near Mile 98.14 ~~98.3~~ due to record-setting temperatures and periods without precipitation;
- z. Operating in violation of the *Railway Safety Act* and applicable regulations including *the Prevention and Control of Fires on Line Works Regulations*;
- aa. Operating in violation of the *Railway Safety Act BC* and applicable regulations;
- bb. Operating in violation of the *Wildfire Act* and applicable regulations including the *Wildfire Regulation*;
- cc. Operating in violation of the Canadian Rail Operating Rules;
- dd. Failing to properly maintain, repair and inspect the railway tracks and right of way at or near Mile 98.14 ~~98.3~~;
- ee. Failing to properly maintain, repair and inspect its railway cars, engines and equipment including brake assembly;
- ff. Failing to properly maintain its property and rights of way at or near Mile 98.14 ~~98.3~~;
- gg. Failing to clear its property and rights of way through controlled burns or other means in order to reduce fuel and ignition sources and other combustible material;
- hh. Failing to set up a fire-detection patrol;
- ii. Failing to have sufficient number of stations on its routes or sufficient personnel for the early detection and suppression of fires;
- jj. Failing to have sufficient personnel on trains resulting in fewer people to detect fires and/or the conditions that can lead to fires;
- kk. Failing to properly train employees, staff or contractors to operate trains in weather conditions involving high temperatures;



- ll. Designing and manufacturing the Train and other trains in such a way that the risk of sparks or fire was not adequately contained;
  - mm. If any services were subcontracted, failing to retain the services of a solvent and adequately insured subcontractor in the event of substantial damages;
  - nn. Such further particulars as known to counsel to be provided.
79. Additional particulars of negligence against the Occupying Defendants are:
- a. Ignoring warnings and failing to implement recommendations made prior to the Lytton Creek Wildfire to improve the effectiveness of its mandate to advance the safety of the Plaintiffs and Class Members in British Columbia ;
  - b. Failing to comply with relevant legislation directed at reducing the risk of fire;
  - c. Failing to maintain adequate emergency fire-fighting and fire prevention equipment;
  - d. Failing to respond to the Lytton Creek Wildfire in a timely or effective manner;
  - e. Failing to maintain or keep the lands at or near the start of the Lytton Creek Wildfire free of debris, organic material and other fuel sources;
  - f. Such further particulars as known to counsel to be provided.
80. Additional particulars of negligence against the defendant Transport Canada are:
- a. Ignoring warnings and failing to implement recommendations made prior to the Lytton Creek Wildfire to improve the effectiveness of its mandate to advance the safety of the Plaintiffs and Class Members in British Columbia ;
  - b. Failing to order the Rail Defendants to cease rail activity or to reduce train speeds while knowing of an extreme fire risk at or near Mile 98.14 ~~98.3~~ due to record-setting temperatures and periods without precipitation;
  - c. Failing to inspect the Rail Defendants train operations, or in the alternative performing inadequate inspections;
  - d. Failing to properly oversee the safety of the Rail Defendants' activity;
  - e. Failing to enforce relevant legislation that would have reduced the risk of fire;



- f. Failing to maintain adequate emergency fire-fighting and fire prevention equipment;
- g. Failing to respond to the Lytton Creek Wildfire in a timely or effective manner;
- h. Failing to maintain or keep the lands at or near the start of the Lytton Creek Wildfire free of debris, organic material and other fuel sources;
- i. Such further particulars as known to counsel to be provided.

### ***Nuisance***

81. In addition, or in the alternative, the Defendants and each of them have caused Class Members substantial and unreasonable interference with the enjoyment of their land or an interest in land. The Defendants caused fire to occur adjacent to or near the Plaintiffs and Class Members' home, business, land and property, which resulted in the complete or partial destruction of the Plaintiffs and the Class Member's home, business, land and property.

82. The Plaintiffs and Class Members were forced to evacuate the Village of Lytton and have not resumed the use of their land and property. At all material times, the Defendants knew or ought reasonably to have known that their rail activity and/or inadequate mitigation of fire risk would or was likely to cause loss, damage or harm, including discomfort and inconvenience, to the Plaintiffs and the Class Members.

### ***Causation and Damages***

83. As a result of the Defendants' conduct resulting in the Lytton Creek Wildfire, the Plaintiff and other Class Members have suffered and continue to suffer losses and damages, including but not limited to:

- a. personal injury;
- b. loss of income earning capacity, past and future;
- c. loss of business income;
- d. loss of housekeeping capacity, past and future;
- e. cost of future care;
- f. out of pocket expenses;
- g. damages "in trust" for service provided by family members, past and future;
- h. loss of real property including residential homes and commercial property

- i. property damages causing replacement and/or repairs;
- j. diminished value of real property;
- k. loss of personal property including pets, personal effects, family heirlooms, furniture, and items of sentimental value;
- l. loss of business property including inventory, fixtures, and goodwill;
- m. other pecuniary expenses including travel, accommodation, and storage expenses;
- n. expenses reasonably incurred for the benefit of a person who was injured or suffered a loss as a result of the Lytton Creek Wildfire.

84. At all material times, the Defendants were in a close and proximate relationship to the Plaintiffs and other Class Members. The damages and losses suffered by the Plaintiffs and other Class Members are the reasonably foreseeable consequences of the Defendants' aforementioned negligence and failure to warn.

85. The Defendants are jointly and severally liable for the Lytton Creek Wildfire that caused the Plaintiffs and Class Members to suffer losses and damages.

86. In addition, the Defendants are each liable and/or vicariously liable for the actions of its employees, servants, and agents.

87. The Plaintiffs plead the provisions of the *Negligence Act*, RSBC 1996, c. 333 and any amendments thereto.

### ***Punitive Damages***

88. The Rail Defendants' misconduct, as described above, is oppressive and high-handed, and departs to a marked degree from ordinary standards of decent behavior. The Rail Defendants' actions were part of a pattern of willful disregard for the rights of Class Members, as indicated by the long history of railway-sparked fires in B.C. and Canada. The Rail Defendants kept their trains running, or allowed the trains to keep running, simply to prioritize their own commercial interests notwithstanding the clear and obvious risk to Class Members that a wildfire could result, which is precisely what occurred. The Rail Defendants actions offend the moral standards of the community and warrant the condemnation of the Court such that an award of punitive damages should be made against them.

***Health Care Costs***

89. The Province of British Columbia provides coverage for health care services to British Columbia residents through the Medical Services Plan and Health Insurance BC.

90. The Plaintiffs are each a “beneficiary” within the meaning of the *Medicare Protection Act*, R.S.B.C. 1996, c. 286 and any amendments, as are all Class Members who have received or will receive medical care on account of the Lytton Creek Wildfire. The Plaintiffs and Class Members have a claim for the recovery of health care costs, past and future, incurred on their behalf by the British Columbia Ministry of Health pursuant to the *Health Care Cost Recovery Act*, SBC 2008, c 27, *Medicare Protection Act*, RSBC 1996, c 286, and *Pharmaceutical Services Act*, SBC 2012, c 22.

The Plaintiffs’ address for service:

Slater Vecchio LLP  
1800 - 777 Dunsmuir Street  
Vancouver, BC V7Y 1K4

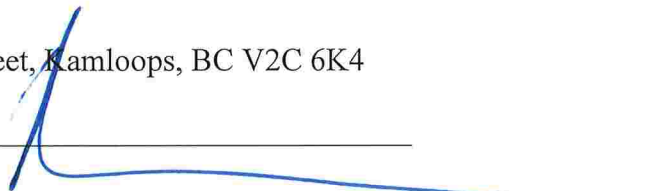
Fax number for service: 604-682-5197

Email address for service: service@slatervecchio.com

Place of trial: Kamloops, BC

The address of the registry is: 223 - 455 Columbia Street, Kamloops, BC V2C 6K4

Date: June 9, 2022



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Signature of lawyer for plaintiffs

Anthony A Vecchio QC

Slater Vecchio LLP

and

Mat Good

Mathew P Good Law Corporation

Rule 7-1 (1) of the Supreme Court Civil Rules states:

(1) Unless all parties of record consent or the court otherwise orders, each party of record to an action must, within 35 days after the end of the pleading period,

(a) prepare a list of documents in Form 22 that lists

(i) all documents that are or have been in the party's possession or control and that could, if available, be used by any party at trial to prove or disprove a material fact, and

(ii) all other documents to which the party intends to refer at trial, and

(b) serve the list on all parties of record.

### **ENDORSEMENT ON ORIGINATING PLEADING OR PETITION FOR SERVICE OUTSIDE BRITISH COLUMBIA**

The Plaintiffs claim the right to serve this pleading/petition on the defendants:

Canadian Pacific Railway Limited,

Canadian Pacific Railway Company,

Canadian National Railway Company,

CARCO Group, Inc. ~~E-Verify.Com, Inc.~~ d.b.a. eRailSafe Canada,

Transport Canada, as Represented by the Attorney General of Canada ,

ABC Company No. 1, ABC Company No. 2,

ABC Company No. 3, ABC Company No. 4,

ABC Company No. 5, John Doe, Jane Doe

outside British Columbia on the ground that this matter concerns a tort committed in British Columbia and concerns a business carried on in British Columbia pursuant to section 10 of the *Court Jurisdiction and Proceedings Transfer Act*, on which the Plaintiffs rely.

### Appendix

[The following information is provided for data collection purposes only and is of no legal effect.]

Part 1: CONCISE SUMMARY OF NATURE OF CLAIM:

On June 30, 2021, a wildfire was ignited in Lytton that killed at least two individuals, injured others, and resulted in severe personal and real property losses from the near-complete destruction of the Village of Lytton and the surrounding area. Through this suit, the Plaintiffs and Class Members seek to hold the Defendants accountable for their unlawful conduct and to recover damages.

Part 2: THIS CLAIM ARISES FROM THE FOLLOWING:

[Check one box below for the case type that best describes this case.]

A personal injury arising out of:

- ☐ a motor vehicle accident
- ☐ medical malpractice
- ☒ another cause

A dispute concerning:

- ☐ contaminated sites
- ☐ construction defects
- ☐ real property (real estate)
- ☐ personal property
- ☐ the provision of goods or services or other general commercial matters
- ☐ investment losses
- ☐ the lending of money
- ☐ an employment relationship
- ☐ a will or other issues concerning the probate of an estate
- ☒ a matter not listed here

Part 3: THIS CLAIM INVOLVES:

[Check all boxes below that apply to this case]

- ☒ a class action
- ☐ maritime law
- ☐ aboriginal law
- ☐ constitutional law
- ☐ conflict of laws
- ☐ none of the above
- ☐ do not know

Part 4:

[If an enactment is being relied on, specify. Do not list more than 3 enactments.]

*Class Proceedings Act*, RSBC 1996, c 50

*Railway Safety Act*, RSC 1985, c 32 (4th Supp.)

*Wildfire Act*, SBC 2004, c 31