



NO. S-236918
VANCOUVER REGISTRY

IN THE SUPREME COURT OF BRITISH COLUMBIA

BETWEEN:

CHERYL WEEKS, ANJA BERGLER, HELEN IRVINE, CARY RYAN,
LAUREN PHILLIPS, and ANN-SUE PIPER

PLAINTIFFS

AND:

CITY OF ABBOTSFORD, DISTRICT OF CENTRAL SAANICH, CITY OF DELTA, TOWNSHIP OF ESQUIMALT, CITY OF NELSON, CITY OF NEW WESTMINSTER, DISTRICT OF OAK BAY, CITY OF PORT MOODY, CORPORATION OF THE DISTRICT OF SAANICH, CITY OF SURREY, CITY OF VANCOUVER, CITY OF VICTORIA, DISTRICT OF WEST VANCOUVER, ABBOTSFORD POLICE BOARD, CENTRAL SAANICH POLICE BOARD, DELTA POLICE BOARD, VICTORIA AND ESQUIMALT POLICE BOARD, NELSON POLICE BOARD, NEW WESTMINSTER POLICE BOARD, OAK BAY POLICE BOARD, PORT MOODY POLICE BOARD, SAANICH POLICE BOARD, SURREY POLICE BOARD, VANCOUVER POLICE BOARD, WEST VANCOUVER POLICE BOARD, POLICE COMPLAINT COMMISSIONER OF BRITISH COLUMBIA, HIS MAJESTY KING IN RIGHT OF PROVINCE OF BRITISH COLUMBIA, ATTORNEY GENERAL OF BRITISH COLUMBIA, MINISTER OF PUBLIC SAFETY AND SOLICITOR GENERAL

DEFENDANTS

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

RESPONSE TO AMENDED NOTICE OF CIVIL CLAIM

Filed by: Surrey Police Board

Part 1: RESPONSE TO NOTICE OF CIVIL CLAIM FACTS

Division 1 – Defendant’s Response to Facts

1. None of the facts alleged in Part 1 of the Amended Notice of Civil Claim (“ANOCC”) are admitted.
2. The facts alleged in paragraphs 1-4, 11, 12, 22, 26-29 and 35-59 of Part 1 of the ANOCC are denied insofar as they relate to the claims against the Surrey Police Board. The facts alleged in these paragraphs are outside the knowledge of the Surrey Police Board insofar as they relate to the other defendants.

3. The facts alleged in paragraphs 5-10, 13-21, 23-25, and 30-34 of Part 1 of the ANOCC are outside the knowledge of the Surrey Police Board.
4. To the extent that facts are alleged in Parts 2 and 3 of the ANOCC, they are denied.

Division 2 – Defendant’s Version of Facts

5. In response to the whole of the ANOCC, the Surrey Police Board adopts, incorporates and relies on, without repeating, the facts and pleadings set out in Divisions 2 and 3 of Part 1 of the Response to Civil Claim filed by the defendant City of Surrey in this proceeding (filed February 14, 2024). For greater clarity, by adopting those paragraphs, the Surrey Police Board intends that references to “Surrey” in paragraphs 29-35 and 38 of that pleading be read as “the Surrey Police Board”.
6. In response to paragraphs 27-29 of the ANOCC, the Surrey Police Board and its police department are and have been established in accordance with Part 5 of the *Police Act*, R.S.B.C. 1996, c. 367, the *Police Amendment Act, 2023*, S.B.C. 2023, c. 30 and the *Police Amendment Act, 2024*, S.B.C. 2024, c. 16.
7. At no time were any of the plaintiffs employed by the Surrey Police Board.
8. At all material times since the Surrey Police Service (“SPS”) began deploying officers in or around November 2021, the SPS has had both deployed and non-deployed officers.
9. In response to the whole of the ANOCC, at all material times, deployed officers of the SPS have been under the operational command of the Royal Canadian Mounted Police (“RCMP”), the City of Surrey’s Police of Jurisdiction, and subject to various RCMP policing standards, policies and procedures.
10. In response to paragraph 35 of Part 1 of the ANOCC, at all material times deployed SPS officers have been integrated into the work environment of the RCMP, and more specifically the Surrey RCMP Municipal Police Unit, and have, in the course of their work, attended at RCMP premises.
11. At no time has the Surrey Police Board or SPS had any authority or control over employees, officers or agents of the RCMP.
12. At no time has the Surrey Police Board or SPS had direct or final authority over the Surrey RCMP Municipal Police Unit work environment or premises. The powers of the Surrey Police Board in respect of that work environment and premises have at all material times been limited to the powers conferred on it by law as the employer of SPS officers or by agreement with the RCMP.
13. In response to paragraph 36 of Part 1 of the ANOCC, since SPS officers were first deployed, they have used RCMP property and resources to perform their jobs, and have worked with and under the supervision of, and reported directly to, RCMP officers.
14. In response to paragraphs 51(e)-(g) of Part 1 of the ANOCC, at all material times assignments and scheduling of deployed SPS officers have been under the control of the RCMP.

15. The Surrey Police Board specifically denies responsibility for and liability of whatsoever kind and howsoever arising from the actions, omissions, decisions, policies and/or practices of the RCMP and its employees, officers and agents, in relation to this claim.
16. Insofar as the plaintiffs' various allegations against "Municipal Police Department Officers and Management" in the ANOCC engage the actions, omissions, decisions, policies and/or practices of the RCMP and its employees, officers and agents, the Surrey Police Board is not answerable for same.
17. In response to paragraphs 103 and 104 of the ANOCC, the Surrey Police Board denies that it is an agent of the City of Surrey and further denies that it is liable to the plaintiffs by statute, common law or otherwise.

Division 3 – Additional Facts

18. At all material times, an Assignment Agreement has governed the assignment of SPS officers into the Surrey RCMP Municipal Police Unit. At all material times, the Assignment Agreement has provided, *inter alia*, that:
 - (a) Assignments are subject to review and may be terminated immediately by the RCMP, in consultation with SPS, for any reason.
 - (b) The internal management of the municipal police service, including its administration and the determination of professional police standards and procedures, will remain at all times under the control of Canada.
 - (c) Assigned Officers will be required to follow the RCMP's policies, except as follows:
 - (i) for the use, training, care and maintenance of SPS-issued intervention equipment;
 - (ii) where there is a conflict between a specific SPS and RCMP policy, the SPS policy meets or exceeds the RCMP's policy and complies with the BC Provincial Policing Standards, the SPS policy would not be contradictory to a requirement imposed by law or negatively affect the RCMP's ability to deliver effective or efficient police services, and the Member-in-Charge of the Surrey RCMP agrees, in consultation with SPS, that Assigned Officers may follow the specific SPS policy; and
 - (iii) for matters related to the terms and conditions of employment in the SPS Collective Agreement.
 - (d) Each Assigned Officer will be under the command of the RCMP.
 - (e) Assigned Officers shall carry out all duties necessary to achieve the objectives of the Assignment Agreement, in accordance with the principles provided in the applicable Government of Canada and RCMP policies and procedures.

- (f) All SPS leave is subject to operational requirements as determined by the Member-in-Charge of the Surrey RCMP, in consultation with SPS.

Part 2: RESPONSE TO RELIEF SOUGHT

1. The Surrey Police Board opposes all of the relief sought against it in Part 2 of the ANOCC.
2. The Surrey Police Board seeks an order dismissing the plaintiffs' claims against it, with costs payable to the Surrey Police Board.

Part 3: LEGAL BASIS

1. The Surrey Police Board adopts, incorporates and relies on, without repeating, paragraphs 1-2, 5-14, and 16-66 the Legal Basis set out in Part 3 of the Response to Civil Claim filed by the City of Surrey (on February 14, 2024) and says that no claim lies against it for the reasons set out therein and herein. For greater clarity, by adopting those paragraphs, the Surrey Police Board intends that references to "Surrey" in the adopted paragraphs be read as "the Surrey Police Board".
2. The Surrey Police Board specifically denies responsibility for and liability of whatsoever kind and howsoever arising from the actions, omissions, decisions, policies and/or practices of the RCMP and its employees, officers and agents, including in relation to the RCMP's work environment, property and premises.

Surrey Police Board's address for service: Alexander Holburn Beaudin + Lang LLP
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Dated: September 10, 2024



Per: Jeremy Poole, lawyer for the
defendant Surrey Police Board

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.