

2023



Hfx No.: 5 2 9 2 3 6

SUPREME COURT OF NOVA SCOTIA

Between:

RICKCOLA BRINTON

Plaintiff

and

**THE ATTORNEY GENERAL OF NOVA SCOTIA REPRESENTING
HIS MAJESTY THE KING IN RIGHT OF THE PROVINCE OF NOVA SCOTIA**

Defendants

NOTICE OF ACTION

**To: The Attorney General of Nova Scotia representing His Majesty the King in right of
the Province of Nova Scotia**

Action has been started against you

The plaintiff takes action against you.

The plaintiff started the action by filing this notice with the court on the date certified by the prothonotary.

The plaintiff claims the relief described in the attached statement of claim. The claim is based on the grounds stated in the statement of claim.

Deadline for defending the action

To defend the action, you or your counsel must file a notice of defence with the court no more than the following number of days after the day this notice of action is delivered to you:

- 15 days if delivery is made in Nova Scotia
- 30 days if delivery is made elsewhere in Canada
- 45 days if delivery is made anywhere else.

Judgment against you if you do not defend

The court may grant an order for the relief claimed without further notice, unless you file the notice of defence before the deadline.

You may demand notice of steps in the action

If you do not have a defence to the claim or you do not choose to defend it you may, if you wish to have further notice, file a demand for notice.

If you file a demand for notice, the plaintiff must notify you before obtaining an order for the relief claimed and, unless the court orders otherwise, you will be entitled to notice of each other step in the action.

Rule 57 - Action for Damages Under \$150,000

Civil Procedure Rule 57 limits pretrial and trial procedures in a defended action so it will be more economical. The Rule applies if the plaintiff states the action is within the Rule. Otherwise, the Rule does not apply, except as a possible basis for costs against the plaintiff.

This action is **NOT WITHIN** Rule 57. [State “within” if the action is for an order for judgment under \$150,000, no other order (e.g. injunction, declaration) is claimed, and the claim is based on debt, injury to property, injury to a person, supply of goods or services, breach of contract, breach of trust, or dismissal from employment.]

Filing and delivering documents

Any documents you file with the court must be filed at the office of the prothonotary at The Law Courts, 1815 Upper Water Street, Halifax, Nova Scotia B3J 1S7 (telephone no. (902) 424-7968).

When you file a document you must immediately deliver a copy of it to each other party entitled to notice, unless the document is part of an *ex parte* motion, the parties agree delivery is not required, or a judge orders it is not required.

Contact information

The plaintiff designates the following address:

James Manson
Charter Advocates Canada
c/o 1300-80 Richmond Street West
Toronto, ON M5H 2A3

Documents delivered to this address are considered received by the plaintiff on delivery. Further contact information is available from the prothonotary.

Proposed place of trial

The plaintiff proposes that, if you defend this action, the trial will be held in **HALIFAX**, Nova Scotia.

Signature

Signed December 15, 2023


CHARTER ADVOCATES CANADA

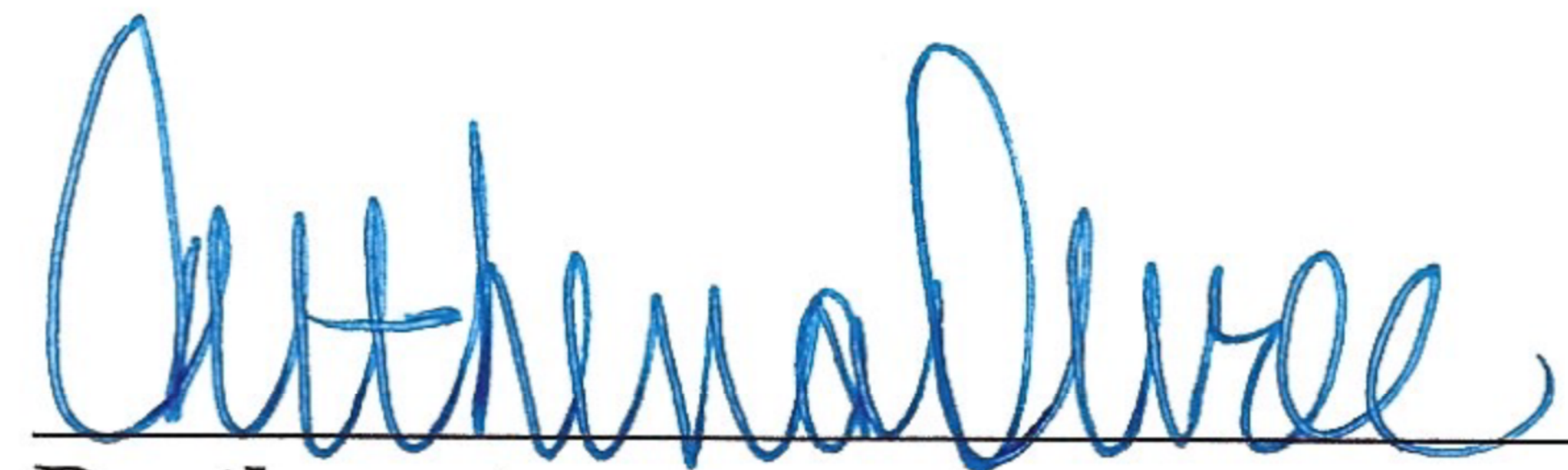

James Manson


E-mail: @charteradvocates.ca

Counsel for the Plaintiff

Prothonotary's certificate

I certify that this notice of action, including the attached statement of claim, was filed with the court on December 15 , 2023.


Prothonotary

ARTHENA DEVOE
Deputy Prothonotary

STATEMENT OF CLAIM

1. The plaintiff, Rickcola Brinton (“**Brinton**”), is a resident of Montague Gold Mines, in the Province of Nova Scotia. Brinton was appointed to the Provincial Court of Nova Scotia as a puisne judge on or about March 31, 2017. Brinton was born on June 14, 1975; she is currently 48 years old.
2. Pursuant to the *Proceedings Against the Crown Act*, RSNS 1989, c. 360, the defendant, the Attorney General of the Province of Nova Scotia representing His Majesty the King in right of the Province of Nova Scotia is the representative of His Majesty the King in right of the Province of Nova Scotia (the “**Nova Scotia Crown**”) for purposes of this proceeding.
3. The Provincial Court of Nova Scotia (the “**Provincial Court**”), is an inferior court of record established in and for the Province of Nova Scotia pursuant to the *Provincial Court Act*, RSNS 1989, c. 238 (“the “**Provincial Court Act**”). The Provincial Court has an interest in the issues raised in this proceeding and is therefore a necessary and proper party to this proceeding for the effective administration of justice.
4. The Honourable Pamela S. Williams (“**Williams**”), is currently a puisne judge of the Provincial Court. Williams was appointed to the Provincial Court as a puisne judge on or about September 19, 2003.
5. At all times relevant to this action, Williams was acting as an officer of the Nova Scotia Crown in her administrative capacity, and not in her judicial capacity, while serving as Chief Judge of the Provincial Court. Williams was appointed Chief Judge of the Provincial Court on or about February 27, 2013. Williams’s term as Chief Judge expired on or about August 27, 2023; Williams now continues to serve as a puisne judge of the Provincial Court.

6. Pursuant to section 15(1) of the *Provincial Court Act*, the Chief Judge of the Provincial Court, as an officer of the Nova Scotia Crown, is responsible for the administration of the judicial functions of the Provincial Court, including, without limiting the generality of the foregoing, the scheduling of the sittings of the Provincial Court and the assignment of judicial duties. In this proceeding, the powers exercised by Williams that form the basis of Brinton's claim resided in the office of the Chief Judge of the Provincial Court. The Office of the Chief Judge of the Provincial Court has an interest in the issues raised in this proceeding and is therefore a necessary and proper party to this proceeding for the effective administration of justice.

7. Brinton was appointed to the Provincial Court as a puisne judge on or about March 31, 2017. As such, Brinton agreed to render services to the Provincial Court and to the Nova Scotia Crown in exchange for a salary and other benefits (the "**Appointment**").

8. In addition to all of its other terms, the Appointment also contained the following express and/or implied terms:

(a) that Brinton's judicial independence and impartiality would be respected at all times by all members of the Provincial Court, including the Chief Judge of the Provincial Court; and

(b) that Brinton would be treated and dealt with in good faith at all times by all members of the Provincial Court, including the Chief Judge of the Provincial Court.

9. On September 29, 2021, Williams e-mailed the puisne judges on the Provincial Court, advising that the Nova Scotia bar had inquired about their Covid-19 vaccination status. Williams asked the other members of the Court whether they would agree to share their vaccination statuses with each other and whether the Court should share that information with the bar in the form of a private statement.

10. Multiple judges responded stating that they were vaccinated and expressing support for disclosure of vaccination status.

11. Two judges expressed hesitation short of disagreement. For example, one judge noted that there may be privacy concerns for judges who cannot be vaccinated for a “*legitimate medical reason*” while adding that he had less sympathy for judges who were unvaccinated for other reasons.

12. Though fearing a possible backlash, Brinton responded to the group on October 1, 2021, stating:

I realize I may be in the minority, but I echo some of what Peter said, as I have concerns with medical privacy. I also know that the vaccination mandates and passports may be disproportionately impacting racialized communities. And as an essential service, will we be creating a two-tiered society for those who already feel as though we are not free to serve them.

13. In response to Brinton’s comment, another judge replied, “*Either we all voluntarily declare we are vaccinated, or the Chief should use her powers and order that all the [Provincial Court] judges be vaccinated*”.

14. On October 6, 2021, the Government of Nova Scotia announced that it would require all employees of the Province to be vaccinated against the virus that causes Covid-19. The requirement would go into force on November 30, 2021. Any employees who were unvaccinated on that date would be placed on unpaid leave. Provincial Court judges were unaffected by the Government’s new policy. However, all court staff, including judicial assistants, were subject to the new requirement.

15. On October 7, 2021, Williams requested to meet with Brinton. When they spoke, Williams attempted to persuade Brinton to change her mind. Brinton explained that her position was a matter of conscience and a result of prayerful contemplation. Brinton told Williams that she felt

compelled to speak up because she believed that the Covid-19 vaccine question was a political issue causing division and that the Court should remain neutral.

16. Trying to find a workable solution to the matter, Brinton then offered to self-test for Covid-19 as often as needed. Williams rejected Brinton's offer because that option was not available to court staff.

17. Williams then advised Brinton that the only option (to which Williams in any event doubted that the other judges would agree) was to limit her work to presiding over arraignment court from home if the other judges agreed to take on the trials assigned to her. Brinton was willing to co-operate but shared Williams's doubt that the other judges would agree to such an arrangement.

18. Williams then advised Brinton that if the above possible solution was not accepted by the other judges, then Brinton would have to find another solution.

19. At this time, there was no requirement for Provincial Court judges to be fully vaccinated against Covid-19 for them to perform their duties. It is therefore unclear why Williams believed that Brinton's only option was to work from home and preside over arraignment court.

20. In any event, Brinton shared her concern with Williams that it was difficult to speak openly about the issue. Williams agreed, and assured Brinton that she would not seek to suspend her or refer her to the Nova Scotia Judicial Council. At no time did Williams advise Brinton that she might do so in the future, or that Brinton had done (or had not done) anything that would warrant any form of discipline at all. At no time did Williams advise Brinton that she was considering implementing a Covid-19 vaccination policy.

21. Nonetheless, on November 1, 2021, Williams sent a follow-up e-mail to the puisne judges, advising:

I can advise that only fully vaccinated judges will be assigned to sit in our courtrooms for the foreseeable future. I am not inclined to issue a public statement to this effect but each of you are at liberty to advise staff, lawyers and members of the public that Provincial Court judges sitting in courtrooms are fully vaccinated.

22. Williams did not explain how she believed she had the authority to make such a decision.

23. On November 25, 2021, contrary to her earlier advice to Brinton and the other puisne judges, and without Brinton's prior knowledge, Williams issued a public statement announcing that:

...all Provincial Court judges presiding in courtrooms, both now and in the future, are fully vaccinated. While some members of our Bench may not be sitting due to medical leave at present, any judge returning to sit in the Provincial Court will be fully vaccinated.

24. Meanwhile, at the end of October 2021, Brinton's husband tested positive for Covid-19. Brinton and the rest of their family soon tested positive as well. Starting on October 25, 2021, Brinton maintained a 10-day quarantine as required.

25. Upon recovering and completing her quarantine, Brinton found herself suffering from overwhelming exhaustion and anxiety arising from Williams's actions. Brinton visited her doctor, Dr. Babatolu, and informed him that the greatest source of her anxiety was work e-mails. She explained that the anxiety was so severe that her body would shut down. Dr. Babatolu advised Brinton to go off work for four weeks during which time he instructed her to avoid reading e-mails.

26. Thus, on or about November 15, 2021, Brinton submitted a "*Proof of Illness*" form, signed and dated by Dr. Babatolu, to Williams, thereby satisfying the requirements set out at section 9(1) of Part 2 of the *Supplementary Report on Income Protection* prepared by the Nova Scotia Tribunal on Provincial Court Judges' Salaries and Benefits, which requires a judge to provide "*evidence of a disability*" to the "*satisfaction of the Chief Judge*". The "*Proof of Illness*" form did not request

or require Brinton to provide medical records of any kind to satisfy the “evidentiary” requirements of section 9(1).

27. During her short-term disability leave, Brinton appropriately did share (and continued to share) the details of her medical diagnosis and treatment plan with Sarah Giavroutas, Disability Case Manager with Lifeworks, the group insurance benefits administrator at that time for government employees and Provincial Court judges.

28. On December 15, 2021, while Brinton was still on short-term disability leave, Williams sent an e-mail to Brinton advising that the other judges were unwilling to take on her scheduled trials. Williams added: “...*they are of the view that a judge must perform all aspects of the work, including trials. I agree with them.*” As she was avoiding work e-mails pursuant to her doctor’s orders, Brinton did not see the e-mail at this time.

29. On December 17, 2021, Brinton informed Williams that she had been told to take another 4-6 weeks off of work by her doctor. Brinton submitted a second Proof of Illness to that effect.

30. On February 22, 2022, Williams wrote a letter to Brinton stating that she would not approve Brinton’s request for short-term disability benefits unless she provided “*evidence of a disability.*” Williams also stated that the “Proof of Illness” form previously provided was insufficient in her eyes because it lacked “*information on the nature of [the] illness.*” This was the first time that Williams did anything to indicate that Brinton’s “*Proof of Illness*” form was not enough to satisfy the “evidentiary” requirement of section 8(1).

31. In any event, Williams went on to again raise the issue of Brinton’s vaccination status in the February 22 Letter. She wrote:

In the event you are medically cleared to return to work, there is still the issue of your vaccination status. As of November 5, 2021, you were still unwilling to divulge your private vaccination status. In my December 15, 2021, e-mail to you, I reiterated the need for you to be fully vaccinated upon your return, in keeping with the Provincial

Court policy; see enclosed. If you continue to choose not to disclose your vaccination status, you will be considered non-vaccinated and unable to preside over in-person trial and sentencings in the Court Room, which is a large part of the daily functions of a Provincial Court Judge. Regrettably, I will have no recourse other than to suspend you and refer the matter to the Judicial Council.

32. This was the first time that Brinton heard that she was to be suspended, that she would be deemed to be unvaccinated, or that she would be permanently unable to preside in court, all because of declining to divulge her vaccination status, which Williams acknowledged in the February 22 Letter as “*private*”. It was also the first time that Brinton heard that she would be referred to the Judicial Council.

33. Brinton replied in writing indicating that she would apply for long-term disability.

34. On March 21, 2022, Dr. Babatolu provided a note confirming that Brinton would be off work due to medical reasons from December 17, 2021 until at least May 16, 2022.

35. In April 2022, Brinton was approved for long-term disability by Manulife.

36. Before then, however, on March 28, 2022, without any warning or further attempt to contact Brinton, and without Brinton’s consent, Williams wrote to Dr. Babatolu to request that he supply her with details of Brinton’s medical issues. Williams advised:

I am writing to request a medical report for the timeframe October 25, 2021, to March 21, 2022, outlining the treatment plan, anticipated date of resolution, and/or restrictions and limitations to determine if Judge Brinton could have operationally performed her job with or without modifications to duties/hours.

As Chief Judge, I am tasked with authorizing short-term illness claims for Judges of the Provincial Court. Without this information, regrettably I am not able to authorize the 100 days of short-term illness taken.

37. Brinton received a copy of the letter but did not realize it had been addressed to her doctor until she received a call from Dr. Babatolu informing her of the letter he had received. Brinton became concerned that Williams’s statement that she was “*not able to authorize the 100 days of short-term illness taken*” (which had already been incurred by this point) meant that Williams

would seek or was seeking to recover the benefits that had already been paid to Brinton. During the call, Brinton declined to consent to the release of her records.

38. Thereafter, Williams's office called Dr. Babatolu, following up on the request in Williams's earlier letter. Dr. Babatolu's office called Brinton a second time to ask if she had given consent for the release of her medical information. Brinton repeated that she had not.

39. Ultimately, Dr. Babatolu did not provide Williams with the requested records. By this time, Brinton had already provided the necessary information to her long-term disability benefits provider, Manulife.

40. In April 2022, Brinton was approved for long-term disability by Manulife.

41. Brinton has received no updates or further communication from Williams since April 2022. Given that Brinton was unable to comply with the condition imposed by Williams in the February 22 Letter, the clear terms of that letter indicate that Brinton was suspended and that the matter would be referred to the Judicial Council.

42. Brinton pleads that Williams's intentional conduct toward her, as described above, (a) violated both the principles of (and her rights to) judicial independence and judicial impartiality, as guaranteed by, among other things, s. 11(d) of the *Canadian Charter of Rights and Freedoms*, being Schedule "B" to the *Canada Act 1982*, 1982, c. 11 (U.K.) (the "**Charter**"); and (b) violated Brinton's rights to medical privacy, as guaranteed by, among other things, ss. 7 and 8 of the *Charter* and the *Personal Health Information Act*, SNS 2010, c. 41, in the following ways:

- (a) Williams improperly pressured Brinton to reveal her Covid-19 vaccination status. Such pressure placed Brinton in a situation where her own perception of how to remain independent and impartial (and to be *seen* to be independent and impartial) towards litigants in her court was compromised;

- (b) Williams improperly advised Brinton during their meeting on October 7, 2021 that the only way to proceed was for Brinton to work from home while her colleagues took over her in-person trials, and if her colleagues were not willing to do so, then it was up to Brinton to find another solution. There was no requirement for provincial court judges to be vaccinated against Covid-19, and there were no such obligations on Brinton's part whatsoever. Williams's further pressure on this point further undermined the principles of judicial independence and impartiality;
- (c) Williams improperly and unilaterally created a policy whereby only "fully vaccinated" judges would be assigned to sit in courtrooms and hear cases. The creation of such a policy was a further violation of the principle of judicial independence and judicial impartiality, and went beyond Williams's limited administrative powers as Chief Judge of the Provincial Court;
- (d) Williams improperly and unilaterally suspended Brinton, or threatened to do so, as indicated in the February 22 Letter. Williams did not have the power to do so simply because Brinton was unwilling to disclose her vaccination status; and
- (e) Williams improperly wrote to Brinton's doctor, Dr. Babatolu, to ask him to supply Williams with the details of Brinton's medical issues. This violated Brinton's rights to medical privacy as guaranteed by ss. 7 and 8 of the

Charter, and the *Personal Health Information Act*, SNS 2010, c. 41.

Williams's actions also placed financial pressure on Brinton, who began to wonder whether her disability claim would be cancelled and her livelihood thereby compromised, and thereby further violated Brinton's judicial independence by compromising her financial security.

43. Brinton pleads that Williams's conduct described above was initially done, in whole or in part, in an effort to pressure Brinton into disclosing her Covid-19 vaccination status. When Brinton refused to do so, Williams's subsequent actions towards Brinton were made in a deliberate effort to both (a) continue to pressure Brinton to disclose her Covid-19 vaccination status; and (b) punish Brinton for her unwillingness and/or inability to do so. Such conduct on Williams's part was deliberate, in bad faith, done in the knowledge that it was beyond the scope of her limited powers as Chief Judge of the Provincial Court, unlawful and unconstitutional.

44. As a direct result of Williams's conduct, Brinton suffered the following damages:

- (a) Brinton suffered emotional and mental damages in the form of stress, demoralization, betrayal, anxiety and depression. She was formally diagnosed with anxiety and depressive conditions, which required her to take prescription medication, which has now stopped, and undergo psychological and emotional counselling, which is ongoing. Brinton's mental and emotional conditions made it necessary for her to take short-term disability leave from her duties as a judge of the Provincial Court;
- (b) Brinton's short-term disability has since evolved into a long-disability leave. As a result of having to take medical leave, Brinton only receives insurance benefits (along with a "top-up" payment from the provincial

government) in the total amount of 65% of her yearly salary, which as of 2023 is \$283,075.88. Brinton has thus lost 35% of her annual salary since taking medical leave;

- (c) Brinton has also suffered a significant loss of reputation;
- (d) Brinton has also suffered indignity, further stress and further anxiety as a result of Williams's attempt to access her private medical records from her family doctor, Dr. Babatolu; and
- (e) Brinton has also suffered a total loss of faith in the judicial system and in its ability to preserve and protect her judicial independence and impartiality as a judge of the Provincial Court. This loss of faith has caused Brinton to acknowledge that she could no longer continue to serve as a judge of the Provincial Court, even if she still had that opportunity. As a result, Brinton has lost all of the salary and benefits that she would have enjoyed until her mandatory retirement as a judge at the age of 65.

Breach of the Agreement

45. Brinton pleads that the Appointment amounted to a *sui generis* contract between, at minimum, Brinton, the Nova Scotia Crown and the Provincial Court. By taking the actions described above, Williams deliberately violated Brinton's judicial independence and impartiality, and also her rights to medical privacy. Furthermore, Williams acted in bad faith towards Brinton. Accordingly, Williams breached the express or implied terms of the Appointment that (a) Brinton's judicial independence and impartiality would be respected at all times; and (b) Brinton

would be treated and dealt with by Williams at all times in good faith. Williams is accordingly liable to Brinton for all damages arising out of the breach of the Appointment, as described below.

46. Alternatively, Brinton pleads that the Appointment amounted to a contract for services between, at minimum, Brinton, the Nova Scotia Crown and the Provincial Court. If Brinton is found to be an independent contractor in connection with the performance of her duties in connection with the Appointment, then Williams is accordingly liable to Brinton for all damages arising out of the breach of the Appointment, as described below. In the alternative, if Brinton is found to be a dependent contractor in connection with the performance of her duties in connection with the Agreement, then Williams is similarly liable to Brinton for all damages arising out of the breach of the Agreement, as described below.

47. In the further alternative, Brinton pleads that the Appointment amounted to an employment contract between, at minimum, Brinton, the Nova Scotia Crown and the Provincial Court by taking the action described above, Williams demonstrated that she, as the Chief Judge of the Provincial Court, no longer intended to be bound by the express and implied terms of the Appointment. William's treatment of Brinton, as described above, made Brinton's continued service as a judge of the Provincial Court intolerable. Accordingly, Williams constructively removed Brinton from her duties as a judge of the Provincial Court.

48. Brinton further pleads that Williams's conduct towards Brinton in the manner of Brinton's constructive removal, as described above, demonstrated bad faith.

49. Williams is accordingly liable to Brinton for damages arising out of the constructive removal and the manner in which it was brought about, as described above.

50. In any case, and no matter how the terms of the relationship between Brinton, the Nova Scotia Crown and the Provincial Court are ultimately characterized, Brinton pleads that in the

unique circumstances of this case, the appropriate measure of damages flowing from the defendants' breach is an amount equivalent to the value of her full salary, plus benefits, until Brinton reaches the age of 65.

Misfeasance in Public Office

51. In the alternative, Brinton pleads that Williams was at all relevant times a public officer acting in her administrative capacity as Chief Judge of the Provincial Court.

52. Brinton further pleads that Williams's actions described above were done in bad faith and demonstrated a conscious disregard for Brinton's interests. William's actions were unlawful, unconstitutional, deliberate and beyond the scope of her administrative authority as Chief Judge of the Provincial Court. Williams's actions were specifically intended to injure Brinton and did injure Brinton, as pleaded above.

53. Alternatively, Brinton pleads that Williams's actions were unlawful, unconstitutional, deliberate, beyond the scope of her administrative authority as Chief Judge of the Provincial Court, taken with the knowledge that she had no power to take them and that they were likely to injure Brinton, and did injure Brinton, as pleaded above.

54. Williams is accordingly liable to Brinton for the tort of misfeasance in public office. Brinton pleads that in the unique circumstances of this case the appropriate measure of damages flowing from the defendants' tortious conduct is an amount equivalent to the value of her full salary, plus benefits, until Brinton reaches the age of 65.

Charter Damages

55. In the further alternative, Brinton pleads that Williams's conduct described above constituted a violation of Brinton's constitutional rights of medical privacy and judicial independence and impartiality, as guaranteed by ss. 7, 8 and 11(d) of the *Charter*. In light of the

various violations of her *Charter* rights as described above, Brinton is entitled to an award of *Charter* damages pursuant to section 24(1) of the *Charter*, as (1) compensation for the monetary losses suffered by Brinton as well as the harm to her intangible interests, including distress, humiliation, embarrassment and anxiety; (2) vindication; and (3) deterrence. There are no countervailing factors present that would render an award of *Charter* damages unjust. It is therefore appropriate and just for the Court to award Brinton *Charter* damages, in such amount as the Court considers appropriate.

Punitive Damages

56. Brinton pleads that Williams's conduct described above (a) was malicious, oppressive, and high-handed; and (b) offends this Court's sense of decency. Williams's conduct as Chief Judge of the Provincial Court represents a marked departure from ordinary standards of decent behaviour. Accordingly, Brinton claims punitive damages from the defendants, in such an amount as this Court considers will fulfill the three objectives of punitive damages of retribution, deterrence and denunciation.

The Nova Scotia Crown's Liability

57. Brinton pleads that in the unique circumstances of this case, the Nova Scotia Crown is liable for Williams's actions. Brinton pleads and relies on sections 4 and 5 of the *Proceedings Against the Crown Act*, RSNS 1989, c. 360 in this regard. Further, Brinton pleads and relies on the doctrines of vicarious liability, agency and such further and other doctrines as will be advised prior to trial.

Statutes Relied Upon & Order Sought

58. Brinton pleads and relies on the *Provincial Court Act*, RSNS 1989, c. 238, the *Personal Health Information Act*, SNS 2010, c. 41, the *Proceedings Against the Crown Act*, RSNS 1989, c.

360; the *Canadian Charter of Rights and Freedoms*, being Schedule “B” to the *Canada Act 1982*, 1982, c. 11 (U.K.), and the constitutional principles of judicial independence, judicial impartiality and the rule of law.

59. Accordingly, Brinton claims an order providing the following remedies:

- (a) a declaration, pursuant to section 24(1) of the *Charter*, that Brinton’s judicial independence and impartiality were violated by Williams’s conduct described above, contrary to section 11(d) of the *Charter*;
- (b) a further declaration, pursuant to section 24(1) of the *Charter*, that Brinton’s medical privacy rights were violated by Williams’s conduct described above, contrary to sections 7 and 8 of the *Charter* and the *Personal Health Information Act*, SNS 2010, c. 41;
- (c) *Charter* damages, in an amount considered appropriate by this Court;
- (d) damages in the amount of \$5 million, or such other amount as the Court considers appropriate, on account of the defendants’ breach of the Appointment;
- (e) alternatively, damages in the amount of \$5 million, or such other amount as the Court considers appropriate, on account of the defendants’ constructive removal of Brinton as a judge of the Provincial Court, and the manner in which it was brought about;
- (f) alternatively, damages in the amount of \$5 million, or such other amount as the Court considers appropriate, on account of Williams’s misfeasance in public office;

- (g) interest;
- (h) punitive damages, in an amount considered appropriate by this Court; and
- (i) such further and other relief that this Court considers appropriate.


Signature

Signed December 15, 2023



CHARTER ADVOCATES CANADA

James Manson

E-mail: @charteradvocates.ca

Counsel for the Plaintiff

Prothonotary's certificate

I certify that this notice of action, including the attached statement of claim, was filed with the court on December 15, 2023.

Prothonotary