



No. 1854871
Prince George Registry

IN THE SUPREME COURT OF BRITISH COLUMBIA

BETWEEN:

COASTAL GASLINK PIPELINE LTD.

PLAINTIFF

AND:

FREDA HUSON, WARNER NAZIEL, JOHN DOE, JANE DOE
and all other persons unknown to the Plaintiff occupying,
obstructing, blocking, physically impeding or delaying access, at
or in the vicinity of the area in and around the Morice River Bridge
or the area accessed by the Morice West Forest Service Road

DEFENDANTS

NOTICE OF APPLICATION

Name of applicant: The Plaintiff, Coastal GasLink Pipeline Ltd. ("Coastal GasLink")

To: The Defendants

TAKE NOTICE that an application will be made by the applicant to the presiding judge at the courthouse at J.O. Wilson Square, 250 George Street, Prince George, BC, V2L 5S2 on the assize list for the week of December 10, 2018 at 9:45 a.m. for the order set out in Part 1 below.

Part 1 ORDER SOUGHT

1. Coastal GasLink seeks an interlocutory injunction including enforcement provisions until the trial of this matter on the terms set out in the draft order attached as Appendix "A". In the alternative, Coastal GasLink seeks an interim injunction including enforcement provisions until an interlocutory injunction can be heard on the same terms.

Part 2 FACTUAL BASIS

1. The Defendants are intentionally and tortiously blockading and obstructing critical construction activities that are required in order to build the Coastal GasLink pipeline project (the "Project"), which will serve the LNG Canada Development Inc. ("LNG Canada") liquefied natural gas ("LNG") facility (the "Export Facility"). The construction activities are all authorized by various permits, licences and authorizations received by Coastal GasLink. This blockade is causing damage and irreparable harm. The Defendants have not challenged the project through any lawful means and have instead taken matters into their own hands by illegally blockading. Coastal GasLink seeks an injunction so that it can conduct necessary work and commence construction of the Project on schedule.

The Project

2. The Plaintiff, Coastal GasLink, is a wholly-owned subsidiary of TransCanada Pipelines Limited. Coastal GasLink is prepared to start construction of the Project, an approximately 667 kilometre natural gas pipeline which will travel from an area near the community of Groundbirch (approximately 40 kilometres west of Dawson Creek) to the proposed LNG Canada Export Facility near Kitimat, all of which are located within British Columbia.

3. On October 1, 2018, LNG Canada announced that its joint venture participants (the “Joint Venture Participants”) had taken a positive final investment decision (“FID”) to build the Export Facility. FID was originally scheduled to be made earlier, but was delayed in 2016 by the Joint Venture Participants due to global industry challenges.

4. LNG Canada holds an LNG Export Licence from the National Energy Board which allows LNG Canada to export Canadian natural gas to overseas markets. The estimated cost for the full build-out of the Export Facility, the Project and associated upstream natural gas development is approximately \$40 billion. During peak construction approximately 7,500 people will be employed at the Export Facility project site in Kitimat, with an additional approximately 2,500 people working on the Project.

5. Following the positive FID by the Joint Venture Participants, it was announced that Coastal GasLink would construct the Project beginning in early 2019.

6. For planning and construction purposes, the Project is divided into eight sections, numbered from east to west. The earliest construction activities related to the Project are scheduled to commence in the eastern portion of Section 8.

7. Coastal GasLink has been granted all necessary permits and authorizations in order to commence construction activities in the eastern portion of Section 8. Construction is scheduled to commence in Section 8 in January 2019. Access for Section 8 is via forestry roads through Section 7 and Section 8 from the east. Pre-construction activity to ensure safe and adequate access is scheduled to be completed in November and December 2018.

8. Coastal GasLink was granted an Environmental Assessment Certificate for the Project (the “EAC”) on October 23, 2014. In addition to the EAC, Coastal GasLink has received various permits from the British Columbia Oil and Gas Commission related to the construction of the Project and related ancillary works.

9. Coastal GasLink has also received the Road Use Permits and Agreements required for road access to the areas of Section 7 and Section 8, including, in particular, for Morice FSR West 9785, Road Section 01 (the “Morice West FSR”).

10. The eastern portion of Section 8 is only accessible by vehicle using the Morice West FSR, which crosses the Morice River on the Morice River Bridge.

11. In support of the Project, Coastal GasLink has also entered into project agreements with all 20 elected Indigenous bands along the Project route, including five Wet’suwet’en Bands (the

“Project Agreements”). In addition, throughout the process of obtaining its permits and licences, Coastal GasLink has consulted extensively with Indigenous groups in relation to the Project, including Wet’suwet’en Bands, the Office of the Wet’suwet’en, Wet’suwet’en Hereditary Chiefs, and Dark House.

The Blockade and Interfering Conduct of the Defendants

12. The Defendants Freda Huson, Warner Naziel and others calling themselves “Unist’ot’en Camp” (the “Blockaders”) set up a blockade by standing, sitting or positioning vehicles, gates and other obstacles across the Morice West FSR at the Morice River Bridge (the “Blockade”).

13. The Defendant, Freda Huson, has stated that she is the spokesperson for the Unist’ot’en Camp and the Blockaders.

14. The Blockaders have used the Blockade to prevent Coastal GasLink from:

- (a) completing field data collection;
- (b) undertaking preparatory construction activities; and
- (c) commencing construction in the eastern portion of Section 8.

15. Along with the Blockade, the Blockaders have repeatedly and continuously stationed themselves and various objects and structures on roads in the vicinity of the area in and around the Morice River Bridge or the area accessed by the Morice West FSR (the “Blocked Area”). Since late-2012, and most recently on November 20, 2018, the Blockaders have initiated a number of incidents against Coastal Gaslink and its contractors, including:

- (a) Constructing the Blockade without authorization;
- (b) Preventing access to the Blocked Area;
- (c) Refusing to remove the Blockade to allow use of Morice West FSR and the Morice River Bridge;
- (d) Threatening to prevent planned construction of the Project within the Blocked area;
- (e) Soliciting support and donation from the public to facilitate blockading activities;
- (f) Harassing and intimidating Coastal GasLink employees and contractors;
- (g) Creating a risk of confrontation and physical altercations with Coastal GasLink employees and contractors; and
- (h) Intimidating Coastal GasLink and its contractors by besmirching the name of Coastal GasLink, adversely impacting its employees, its contractors, and its contractors’ employees.

(the “Blockading Activities”)

16. The Defendants have stated they intend to stop the construction of pipelines in the Blockaded Area and will deny access to the Blockaded Area for anyone who is conducting work or has conducted work related to pipelines.

17. Coastal GasLink employees and contractors who have arrived at the perimeter of, or have been found within, the Blockaded Area (after arriving by helicopter), have been confronted, prevented from working, told to leave and evicted on multiple occasions.

18. The Blockaders have stopped or turned back Coastal GasLink employees and contractors travelling by vehicle and on foot on the Morice River Bridge, blocking access to the eastern portion of Section 8 of the Project.

Impact of the Blockade on Coastal GasLink

19. Multiple attempts have been made to complete the work necessary to ensure that the Project is meeting all of its regulatory and permitting obligations and to finalize the execution plan so as to optimize safety and efficiency. The Project is at a point where unimpeded access is now required to complete the work necessary to finalize execution plans and permitting, and continue with construction of the Project. Unimpeded access is important to ensure the safety of crews working in these remote areas, in the completion of final planning activities and through construction, as well as being critical to the execution of the Project.

20. If the Blockade continues and Coastal GasLink and its contractors are unable to access the Blockaded Area, the Project cannot proceed. Inability to construct any portion of the Project means the whole Project will cease. Despite numerous attempts to re-route the Project there is no work-around for construction through this area.

21. The construction in this area is on the critical path for the construction of the Project. As a result, even a short delay in access could cause the Project to cease. If the Project does not proceed, then LNG Canada’s facility will have no source of gas, and likely it would not proceed either.

22. Access to the area affected by the Blockade will be required to complete construction of the Project, including the following activities which are planned for late 2018 and 2019 in the Blockaded Area:

- (a) Biophysical field studies necessary to prepare technical data reports to satisfy conditions of the EAC;
- (b) Review of the Project right-of-way and ancillary sites and flagging of site boundaries;
- (c) Assessment of the Morice West FSR and ancillary sites to determine if any maintenance or upgrades are required in preparation for construction;
- (d) Reconnaissance and surveys of the access roads;

- (e) Right-of-way clearing; and
- (f) Grading.

23. Over the next few months, the Blockade will prevent \$24 million in contracts from being fulfilled and employment amounting to over 87,000 hours will be lost.

24. If Coastal GasLink is unable to access the area affected by the Blockade and complete these activities, Coastal GasLink will suffer harm including:

- (a) Delay to the construction schedule;
- (b) Impairment of ability to plan and schedule construction activities (in particular due to weather and environmental constraints and challenging terrain west of the Blockade);
- (c) Significant risk of missing the date required for completion of construction under Coastal GasLink's contract with LNG Canada;
- (d) Without access, the Project cannot proceed; and
- (e) Loss of the ability to obtain a return on investment in the Project.

25. If the Project does not proceed, further harm will be felt by:

- (a) Coastal GasLink's contractors and sub-contractors, in terms of:
 - (i) The loss of the contracts to the main contractors for each section, for example the contract for \$894 million to the contractor for Sections 8 and 5; and
 - (ii) The loss of sub-contracting opportunities, for example the \$620 million in contracts that have already been awarded to Indigenous businesses, as well as the additional \$400 million that Coastal GasLink anticipates letting to Indigenous businesses.
- (b) LNG Canada, in terms of:
 - (i) The approximately \$527 million in pre-development costs incurred by Coastal GasLink to date on the account of the LNG Canada Joint Venture Participants;
 - (ii) Sunk costs in the development of the Export Facility; and
 - (iii) Loss of opportunity to receive a return on its investment in the Export Facility.

- (c) Employees of Coastal GasLink and LNG Canada, as well as and employees of their contractors and sub-contractors, in terms of:
 - (i) Loss of opportunity to be involved in the construction of the Export Facility (94,000 person-years of employment) and the Project (24,000 person-years of employment); and
 - (ii) In particular, a loss of opportunity for members of Indigenous communities to take advantage of training and employment.
- (d) Indigenous governments, in particular those with Project Agreements and pipeline benefit agreements with the Province of British Columbia, in terms of:
 - (i) Loss of benefits from the Project Agreements include employment and contracting opportunities; and
 - (ii) Loss of financial and other benefits over the life of the Project, which could be used to address significant needs in the communities.
- (e) Local governments, in terms of:
 - (i) Loss of tax revenue from both LNG Canada and Coastal GasLink (tens of millions of dollars over time); and
 - (ii) Loss of business development and economic growth in their communities.
- (f) The Provincial government, in terms of:
 - (i) Loss of tax revenue from both LNG Canada and Coastal GasLink (billions of dollars over time); and
 - (ii) Loss of business development and contribution to gross domestic product (multiple billions of dollars).
- (g) The Canadian economy from project spend within Canada, in terms of:
 - (i) The \$20 billion in procurement that would have been spent on the Export Facility; and
 - (ii) The \$4.3 billion in procurement that would have been spent on the Project.

Part 3 LEGAL BASIS

1. Coastal GasLink is attempting to construct the Project in accordance with numerous authorizations obtained after years of public and Indigenous consultation. It is being prevented from doing so by a number of individuals who are ignoring the rule of law, and are unlawfully preventing access to the Blockaded Area.

2. The courts have held that “self-help remedies” in the nature of the Defendants’ Blockade are unacceptable in a democratic society governed by the rule of law. Courts have consistently granted injunctions as the appropriate remedy in response to such conduct. *British Columbia Hydro and Power Authority v. Boon*, 2016 BCSC 355 at para. 80 (“*Boon*”); *Behn v. Moulton Contracting Ltd.*, 2013 SCC 26 at para. 42 (“*Behn*”).

3. The authority to grant the injunction sought is derived from section 39 of the *Law and Equity Act*, R.S.B.C. 1996, c. 253, *Supreme Court Civil Rules* Rule 10-4, and the inherent jurisdiction of this Honourable Court.

4. Coastal GasLink meets the usual test for an interlocutory injunction: it has established a fair question to be tried (in fact a strong case) that the Defendants’ conduct is tortious; the harm created by the Defendants’ tortious conduct is irreparable; and the balance of convenience supports the grant of an injunction. *RJR-MacDonald Inc. v. Canada (Attorney General)*, [1994] 1 S.C.R. 311 (“*RJR*”); *Attorney General v. Wale*, 9 B.C.L.R. (2d) 333 (C.A.) aff’d [1991] 1 S.C.R. 63.

(i) *Fair Question to Be Tried*

5. In order for Coastal GasLink to establish a “fair” or “serious” question to be tried, the Court must be satisfied that the case is neither frivolous nor vexatious: *RJR* at 403.

6. The conduct of the Defendants amounts to a number of legal wrongs, including:

- (a) Private Nuisance: *Husby Forest Products Ltd. v. Jane Doe*, 2018 BCSC 676 at para. 39; *Susan Heyes Inc. (Hazel & Co.) v. South Coast B.C. Transportation Authority*, 2011 BCCA 77 at paras. 36-39; *Red Chris Development Company Ltd. v. Quock*, 2014 BCSC 2399 at para. 51 (“*Red Chris*”);
- (b) Intimidation: *Red Chris* at para. 60;
- (c) Inducement of breach of contract: *Red Chris* at para. 49;
- (d) Interference with economic relations by unlawful means, and conspiracy: *Red Chris* paras. 55-60; *Verchere et al v. Greenpeace Canada et al*, 2003 BCSC 660, aff’d 2004 BCCA 242;
- (e) Conspiracy: *Cement LaFarge v. B.C. Lightweight Aggregate Ltd.*, [1983] 1 S.C.R. 452;
- (f) Breaches of sections 423 (intimidation) and 430 (mischief) of the *Criminal Code*: *International Forest Products Ltd. v. Kern*, 2000 BCSC 1141 at paras. 71-74; *Red Chris* at paras. 53-54; and
- (g) Breaches of sections 6, 11 and 13 of the *Forest Service Road Use Regulation*, B.C. Reg. 70/2004.

7. Accordingly, there is a fair question to be tried. Moreover, a strong *prima facie* case has been made out that the Defendants’ Blockade constitutes unlawful activity.

(ii) Irreparable Harm

8. Injunctive relief is an equitable remedy. There is authority that an injunction should be granted to enjoin unlawful acts whether or not irreparable harm has been established. In this case, the Defendants' conduct is clearly illegal, constituting breaches of the **Criminal Code** and the **Forest Service Road Use Regulation**, (as well as a number of civil wrongs): see, for example *Pacific Western Airlines Ltd. v. U.A.W.*, [1986] A.J. No. 119 (C.A.) at para. 13; *T.N.T. Canada Inc. v. General Truck Drivers and Helpers Union, Local 31*, [1990] B.C.J. No. 2976 at para. 11 (S.C.).

9. Given the illegality of the Blockade, irreparable harm is not required to grant the injunction. Nonetheless, Coastal GasLink and others will suffer irreparable harm if the injunction is not granted, including, but not limited to:

- (a) Interference with an on-going business is harm within the meaning of the test for injunctive relief: *A.J.B. Investments Ltd. v. Elphinstone Logging Focus*, 2016 BCSC 734 at paras. 31-22; *D.N.T Contracting Ltd. v. Abraham*, 2016 BCSC 1917 at paras. 37-39 ("*D.N.T.*").
- (b) Causing delays, which will result in increased costs to Coastal GasLink and others that the Defendants will not be able to compensate Coastal GasLink or its contractors for: *Red Chris Development v. Quock*, 2006 BCSC 1472; *Trans Mountain Pipeline ULC v. Gold*, 2014 BCSC 2133.
- (c) Causing delays, increased costs and layoffs of employees: *Red Chris; Council of the Haida Nation v. British Columbia (Forests, Lands, Natural Resource Operations and Rural Development)*, 2018 BCSC 1117 at para. 83.
- (d) Impairment of an owner's and contractors' ability to plan and schedule a project: *Boon* para 65; *The British Columbia Housing Management Commission v. Doe*, 2017 BCSC 2387 at para. 28 ("*BCHMC*").
- (e) Disruption and inconvenience to Coastal GasLink's employees and contractors and compromising their feelings of safety and security in the workplace: *Homalco Band Council v. Blaney*, 2007 BCSC 918 at paras. 40, 46-47.

10. There is nothing to suggest that the Defendants in this case have sufficient financial resources to pay any damages from losses suffered as a result of their illegal Blockade and Blockading Activities: *Boon* at para. 65. There is evidence that the Defendants are seeking donations from the public to fund the Blockade and Blockading Activities.

(iii) Balance of Convenience

11. The public interest weighs in favour of allowing construction to proceed. The Project is being built with the necessary permits and authorizations to do the work required. Construction of the Project will create jobs for local and First Nations communities, provide benefits to First Nations as set out in the various Project Agreements that have been signed and contribute to the

economy of British Columbia and Canada through significant capital investment and payment of taxes.

12. By engaging in the Blockading Activities, the Defendants seek to alter the *status quo*, which is that Coastal GasLink is prepared to start construction and has obtained all necessary authorizations to complete the work that is being blocked. The Defendants have not challenged the issuance of any of these authorizations. In *Boon* at paras. 71-73, this Court dealt with the issue of *status quo*, noting that all of the necessary permits had been issued for construction following a public process. The Court found that refusing to issue the injunction would allow the protestors to collaterally attack the permits.

13. The Court of Appeal and the Supreme Court of Canada have both confirmed that attacking validly-issued permits through improper channels is an abuse of process and should not be condoned: *Behn* at para. 42, *Boon* at para. 76. The Defendants use of “self-help remedies” undermines the rule of law and the administration of justice.

14. There is no evidence that the Defendants will suffer any harm if the injunction is granted. The Defendants can continue to voice their objection to the Project without blocking access to it: *BCHMC* at para. 38.

15. In circumstances such as these, courts have said “there is indeed nothing that can be placed on the balance on the side of the blockade”: *Slocan Forest Products Ltd. v. The Valhalla Wilderness Society*, 1998 CanLII 2079 at paras. 22-23 (BCSC).

16. In contrast to the lawful actions of Coastal GasLink, the Defendants are acting without lawful authority with the stated purpose of stopping the Project. This is not a situation of balancing competing rights. The balance of convenience weighs heavily, if not entirely, toward granting the injunction.

Enforcement Order

17. This is an appropriate case to include enforcement provisions within the injunction order. The terms of the enforcement order that Coastal GasLink seeks are consistent with the terms provided by counsel for the RCMP and preserve the discretion of the peace officer to decide whether to arrest or remove a person from the area designated.

18. Enforcement orders serve to inform the public of the consequences of non-compliance with an injunction order and the RCMP’s mandate to enforce the terms of the order. For these reasons, this Court and the Court of Appeal have stated enforcement orders can make an injunction order fairer: *MacMillan Bloedel Ltd. v. Simpson*, [1996] 2 S.C.R. 1048 at para. 41; *West Fraser Mills v. Members of Lax Kw’Alaams*, 2004 BCSC 815 at paras. 26-27.

19. The practice of the RCMP has developed such that they will not enforce the injunction order without enforcement terms. As such enforcement orders are generally granted in circumstances which include these factors: where the location of the protest is remote or hard to access; and the number of participants varies from day to day and are difficult to identify: *Red Chris* at para 84; *Boon* at para. 81; *D.N.T* at para. 49.

20. Each of these elements is present here. For that reason, Coastal GasLink respectfully submits that if this Court grants injunctive relief, it is in the interests of justice to include enforcement provisions in the order.

Part 4 MATERIAL TO BE RELIED ON

1. Affidavit #1 of Nathan Braun, made November 21, 2018;
2. Affidavit #1 of Jeffery Cameron Burke, made November 22, 2018;
3. Affidavit #1 of Robert Dakers, made November 26, 2018;
4. Affidavit #1 of Amardeep (Sunny) Deol, made November 21, 2018;
5. Affidavit #1 of Richard Gateman, made November 23, 2018;
6. Affidavit #1 of Anthony Richard Harris, made November 23, 2018;
7. Affidavit #1 of George Hemeon, made November 23, 2018;
8. Affidavit #1 of Claire Marshall, made November 26, 2018;
9. Affidavit #1 of Brian Murphy, made November 23, 2018;
10. Affidavit #1 of Michael Nagina, made November 23, 2018;
11. Affidavit #1 of Laurel Nash, made November 21, 2018
12. Affidavit #1 of Reg Ogen, made November 26, 2018;
13. Affidavit #1 of Kim Ogilvie, made November 23, 2018
14. Affidavit #1 of Niall Rand, made November 21, 2018;
15. Affidavit #2 of Niall Rand, made November 24, 2018;
16. Affidavit #1 of Rene Skin, made November 23, 2018; and
17. Affidavit #1 of Troy Young, made November 23, 2018.

The applicant estimates that the application will take 1 day.

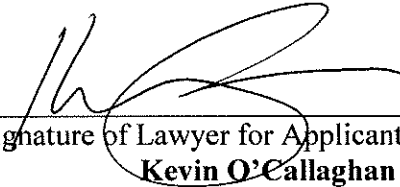
- This matter is within the jurisdiction of a master
- This matter is not within the jurisdiction of a master.

TO THE PERSONS RECEIVING THIS NOTICE OF APPLICATION: If you wish to respond to this Notice of Application, you must, within 5 business days after service of this Notice of

Application or, if this application is brought under Rule 9-7, within 8 business days after service of this Notice of Application,

- (a) file an Application Response in Form 33,
- (b) file the original of every affidavit, and of every other document, that
 - (i) you intend to refer to at the hearing of this application, and
 - (ii) has not already been filed in the proceeding, and
- (c) serve on the applicant 2 copies of the following, and on every other party of record one copy of the following:
 - (i) a copy of the filed Application Response;
 - (ii) a copy of each of the filed affidavits and other documents that you intend to refer to at the hearing of this application and that has not already been served on that person;
 - (iii) if this application is brought under Rule 9-7, any notice that you are required to give under Rule 9-7(9).

Dated: November 26, 2018



 Signature of Lawyer for Applicant
Kevin O'Callaghan

<i>To be completed by the court only:</i>	
Order made	
<input type="checkbox"/>	in the terms requested in paragraphs of Part 1 of this Notice of Application
<input type="checkbox"/>	with the following variations and additional terms:
Date:
Signature of <input type="checkbox"/> Judge <input type="checkbox"/> Master	

The Solicitors for the Plaintiff are Fasken Martineau DuMoulin LLP, whose office address and address for delivery is 550 Burrard Street, Suite 2900, Vancouver, BC V6C 0A3 Telephone: +1 604 631 3131 Facsimile: +1 604 631 3232. (Reference: Kevin O'Callaghan/292356.00016)

APPENDIX

THIS APPLICATION INVOLVES THE FOLLOWING:

- discovery: comply with demand for documents
- discovery: production of additional documents
- other matters concerning document discovery
- extend oral discovery
- other matter concerning oral discovery
- amend pleadings
- add/change parties
- summary judgment
- summary trial
- service
- mediation
- adjournments
- proceedings at trial
- case plan orders: amend
- case plan orders: other
- experts

APPENDIX "A" TO NOTICE OF APPLICATION - DRAFT ORDER

No. 1854871
Prince George Registry

IN THE SUPREME COURT OF BRITISH COLUMBIA

BETWEEN:

COASTAL GASLINK PIPELINE LTD.

PLAINTIFF

AND:

FREDA HUSON, WARNER NAZIEL, JOHN DOE, JANE DOE
and all other persons unknown to the Plaintiff occupying,
obstructing, blocking, physically impeding or delaying access, at
or in the vicinity of the area in and around the Morice River Bridge
or the area accessed by the Morice West Forest Service Road

DEFENDANTS

ORDER MADE AFTER APPLICATION

BEFORE) THE HONOURABLE)
))
)) December ____, 2018
))
))

ON THE APPLICATION OF the Plaintiff coming on for hearing at Prince George, British Columbia, on December <@>, 2018 and on hearing <@> on behalf of the Plaintiff, and <@> on behalf of the Defendants.

THIS COURT ORDERS that:

- 1. Until the trial of this Action, and from and after midnight on the date this Order is issued, the Defendants and anyone having notice of this Order are restrained, enjoined and prohibited from:
 - (i) physically preventing, impeding, restricting or in any way physically interfering with, counselling others to prevent, impede, restrict or physically interfere with, any person or vehicle travelling to or accessing the vicinity of the area in and around the Morice River Bridge (being the bridge over the Morice River on the Morice West Forest Service Road) or the area accessed

by the Morice West Forest Service Road (also known as Morice FSR West 9785, Road Section 01), including the areas accessed by the following other forestry roads:

(A) Shea Creek FSR 9785, Road Section 04;

(B) CP 571 R07593 2 0; and

(C) CP 573 R07593 6 0

(the “Blockaded Area”);

- (ii) physically preventing, impeding, restricting or in any way physically interfering with, counselling others to prevent, impede, restrict or physically interfere with the Plaintiff, its employees, agents, contractors or subcontractors carrying on its business in furtherance of the Plaintiff’s Coastal GasLink pipeline project (the “Project”), and in particular pre-construction activities and construction of the Project in the Blockaded Area;
- (iii) approaching within 10 metres (or a greater distance if that would otherwise be contrary to paragraph 1(ii) above) of any individual or vehicle, being employed or used by the Plaintiff, its contractors or subcontractors, or their respective employees, servants, agents or other persons in a contractual or economic relationship with the Plaintiff, while that person or vehicle is actively working on pre-construction activities or construction of the Project, in the Blockaded Area;
- (iv) threatening or intimidating the Plaintiff, its contractors or subcontractors and their respective employees, servants, agents or other persons in a contractual or economic relationship with the Plaintiff;
- (v) physically interfering with or counselling others to physically interfere with the performance by the Plaintiff of its contractual relations with its employees, servants, agents or other persons in a contractual or economic relationship with the Plaintiff;
- (vi) physically interfering with or counselling others to physically interfere with the performance by the Plaintiff’s contractors or subcontractors of their contractual relations with the Plaintiff; and
- (vii) creating a nuisance by physically obstructing the Plaintiff, its contractors or subcontractors from carrying on their business;

2. Within 48 hours of this Order being posted at the Morice River Bridge and until the trial of this Action, the Defendants and anyone having notice of this Order are ordered to remove any obstructions, including but not limited to gates, they have caused or created on the Morice River Bridge or the Morice West Forest Service Road. If such obstructions are not removed within 48 hours, the Plaintiff is at liberty to remove those obstructions, including any gates;

3. Leave to give short notice of any application for a further injunction, or for a variation of this Order, is hereby granted subject to service on the other party's solicitors 48 hours prior to the returnable hour of the application, but if the Defendants do not have a solicitor, subject to service upon the Defendants by leaving the application materials at the Morice River Bridge 96 hours prior to the returnable hour of the application; and
4. A copy of this Order is to be posted at or near:
 - (a) the Morice River Bridge; and
 - (b) on the website of the Plaintiff at <@>;

and such postings shall constitute good and sufficient service of this Order.


THIS COURT FURTHER ORDERS that any peace officer be and is hereby ordered to enforce the injunction order set out in paragraphs 1 and 2 above, and in furtherance of the same:

5. Any police officer with the Royal Canadian Mounted Police, and/or the appropriate police authority in the jurisdiction in question (the "Police") be and is hereby authorized to arrest and remove any person who has knowledge of this Order and who the Police have reasonable and probable grounds to believe is contravening or has contravened any provision of this Order;
6. The Police retain discretion as to timing and manner of enforcement of this Order and specifically retain discretion as to the timing and manner of arrest and removal of any person pursuant to this Order;
7. The Police retain discretion to detain and release any person without arrest who the Police have reasonable and probable grounds to believe is contravening or has contravened any provisions of this Order, upon that person agreeing in writing to abide by this Order;
8. Any peace officer and any member of the Police who arrests or arrests and removes any person pursuant to this Order be authorized to:
 - (a) release that person from arrest upon the person agreeing in writing to abide by this Order;
 - (b) release that person from arrest upon that person agreeing in writing to abide by this Order and require that person to appear before this Court at such place as may be directed by this Court, on a date to be fixed by this Court;
 - (c) bring that person forthwith before this Court at Prince George, British Columbia, or such other place as may be directed by this Court;
 - (d) detain that person until such time as it is possible to bring that person before this Court; and/or
 - (e) takes steps in accordance with Form 11.1 of the *Criminal Code*, R.S.C. 1985, c. C-46; and

9. Provided the terms of this Order are complied with, the Defendants and other persons remain at liberty to engage in a peaceful, lawful and safe protest.

THIS COURT FURTHER ORDERS that approval as to form of this order by the Defendants is dispensed with.

THE FOLLOWING PARTIES APPROVE THE FORM OF THIS ORDER AND CONSENT TO EACH OF THE ORDERS, IF ANY, THAT ARE INDICATED ABOVE AS BEING BY CONSENT:

Signature of 
Lawyer for the Plaintiff

BY THE COURT

REGISTRAR