

REPLY

NAME lepa1234567

NAME shviapillips

DISCORD CONTACTIEPA

DISCORD CONTACT shviapillips

ENTITY N/A

ENTITY

In the Provincial Court of British Columbia

COURT FILE NUMBER
11002-1
REGISTRY
Vancouver

and/or

and/or

9068

9890

Reply ⊠ TO A CLAIM or □ 1	TO A COUNTERCLAIM
---------------------------	-------------------

TO:

The claimant (Copy information over from Notice of Claim).

FROM:

The defendant who is replying to the claimant's Notice of Claim (Copy information over from Notice of Claim).

AGREEMENT WITH THE CLAIM

ONLY FILL OUT THIS PART IF the defendant agrees to pay all or part of what is claimed or fulfill all or part of the other relief requested. If so, make a proposal.

I, NAME		
agree to pay \$ and fulfill the following requested relief:		

COUNTER-CLAIM

ONLY FILL OUT THIS PART IF the defendant wishes to make a claim against the claimant.

What happened?

Briefly describe what has led to your counterclaim.

Previous Notice of Claim:

https://docs.google.com/document/d/12Gl9cZ6OtvSmCCIWY20QQBiWOB7vPb9Nlc06Gm0xQns/edit

The defendant wishes to do a counterclaim as there are many errors in the claimant's statement and the claimant's relief/s is absurd.

The first error in the statement is that the Commander coolandonplays and Major of Field Operations lepa1234567 approved the termination. Terminations in The Emergency Response Team have always and still are required to be approved by the Commanding Officer only.

The defendant claims that he doesn't understand why the claimant wants iSouthernXR, lepa1234567, and DevelopingJordan receiving strikes/charges due to the fact that terminations need to be approved by The Commanding Officer only.

How much?

These are the claims against the claimant in the defendant's counterclaim.

1.		\$ or other relief:
2.		\$ or other relief:
3.		\$ or other relief:
4.		\$ or other relief:
5.		\$ or other relief:
	IN MONETARY RELIEF:	\$ AND
IN OTHER RELIEF:		

 The termination on 7/19/2021 DID NOT violate the claimant's employee rights at the as a disciplinary document wasn't required or enforced back then. The Emergency Response Team started doing disciplinary documents as soon as it was required a enforced. 	
--	--

The defendant claims that disciplinary action was required and due to the claimants being on individual ZTP and doing the said offense on the same day as he was unsuspended, the claimant was terminated.

2. The termination on 12/03/2021 did not violate the claimant's employee rights at the time as the claimant had previously been striked for insubordination on 10/14/2021 and that strike wasn't ever appealed by records.

DISPUTE

If the defendant does not agree with the claim and doesn't file a counterclaim, this is how the defendant disagrees with the claimant's claims. Each disputed point should match each tort No. from the Notice of Claim.

3. The defendant claims that the only error in the termination on 7/19/2021 was that it was unappealable, due to the previous ERT Commanding Officer not being aware of https://docs.google.com/document/d/1jDKd3tSgRaiqcUFODJXPUfD-vDAwovcWgMHDSe6 4fxY/edit?usp=sharing) document ever existing.

4. The defendant claims that VPD: ERT has a dedicated channel for SOP updates, but the channel has been deleted or revamped multiple times. When the Ram 1500 was introduced, Executive Officer lichking and Commanding Officer Tactical_Bennjy started to work on a new vehicle policy where it was mentioned. Not 4 months after the claimant was terminated.

The defendant claims that if the claimant was unsure on what rank/s can use the Ram 1500, he could have asked from fellow operatives or his supervisors, which the claimant didn't do.

5.

Dated 1 DD YYYY 2022

lepa1234567

(Defendant)