

CV-15-536828

Courts of Justice Act

INFORMATION FOR COURT USE

ONTARIO

SUPERIOR COURT OF JUSTICE

BETWEEN:

THE STUDENTS' ADMINISTRATIVE COUNCIL OF THE UNIVERSITY OF TORONTO, carrying on business as the UNIVERSITY OF TORONTO STUDENTS' UNION (hereinafter referred to as the "UTSU")

Plaintiff

- and -

(Court seal)

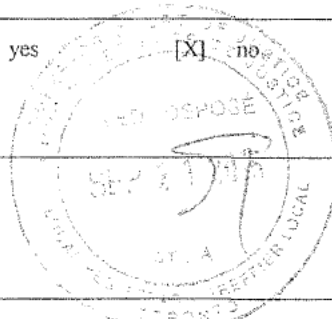
SANDRA HUDSON, YOLEN BOLLO-KAMARA, and CAMERON WATHEY

Defendant

INFORMATION FOR COURT USE

- 1. This proceeding is an: [X] action [ ] application
2. Has it been commenced under the Class Proceedings Act, 1992? [ ] yes [X] no
3. If the proceeding is an action, does Rule 76 (Simplified Procedure) apply? [ ] yes [X] no

Note: Subject to the exceptions found in subrule 76.01(1), it is MANDATORY to proceed under Rule 76 for all cases in which the money amount claimed or the value of real or personal property claimed is \$100,000 or less.



4. The claim in this proceeding (action or application) is in respect of:

(Select the one item that best describes the nature of the main claim in the proceeding.)

Table with 2 columns of legal categories and checkboxes. Categories include Bankruptcy or insolvency law, Collection of liquidated debt, Constitutional law, Construction law, Contract law, Corporate law, Defamation, Employment or labour law, Intellectual property law, Judicial review, Medical malpractice, Mortgage or charge, Motor vehicle accident, Municipal law, Partnership law, Personal property security, Product liability, Professional malpractice, Real property, Tort: economic injury, Tort: personal injury, Trusts, fiduciary duty, Wills, estates.

CERTIFICATION

I certify that the above information is correct, to the best of my knowledge.

Date: Sep 21, 2015

Handwritten signature of a lawyer.

Signature of lawyer

Court File No.:

CV-15-536828

**ONTARIO  
SUPERIOR COURT OF JUSTICE**

BETWEEN:

**THE STUDENTS' ADMINISTRATIVE COUNCIL  
OF THE UNIVERSITY OF TORONTO,  
carrying on business as the UNIVERSITY OF TORONTO STUDENTS' UNION  
(hereinafter referred to as the "UTSU")**

PLAINTIFF

and

**SANDRA HUDSON, YOLEN BOLLO-KAMARA,  
and CAMERON WATHEY**

DEFENDANT

**STATEMENT OF CLAIM**

TO THE DEFENDANT

A LEGAL PROCEEDING HAS BEEN COMMENCED AGAINST YOU by the plaintiff. The claim made against you is set out in the following pages.

IF YOU WISH TO DEFEND THIS PROCEEDING, you or an Ontario lawyer acting for you must prepare a statement of defence in Form 18A prescribed by the Rules of Civil Procedure, serve it on the plaintiff's lawyer or, where the plaintiff does not have a lawyer, serve it on the plaintiff, and file it, with proof of service, in this court office, WITHIN TWENTY DAYS after this statement of claim is served on you, if you are served in Ontario.

If you are served in another province or territory of Canada or in the United States of America, the period for serving and filing your statement of defence is forty days. If you are served outside Canada and the United States of America, the period is sixty days.

Instead of serving and filing a statement of defence, you may serve and file a notice of intent to defend in Form 18B prescribed by the Rules of Civil Procedure. This will entitle you to ten more days within which to serve and file your statement of defence.

IF YOU FAIL TO DEFEND THIS PROCEEDING, JUDGMENT MAY BE GIVEN AGAINST YOU IN YOUR ABSENCE AND WITHOUT FURTHER NOTICE TO YOU. IF YOU WISH TO

DEFEND THIS PROCEEDING BUT ARE UNABLE TO PAY LEGAL FEES, LEGAL AID MAY BE AVAILABLE TO YOU BY CONTACTING A LOCAL LEGAL AID OFFICE.

IF YOU PAY THE PLAINTIFF'S CLAIM, and \$1000 for costs, within the time for serving and filing your statement of defence you may move to have this proceeding dismissed by the court. If you believe the amount claimed for costs is excessive, you may pay the plaintiff's claim and \$400 for the costs and have the costs assessed by the court.

TAKE NOTICE: THIS ACTION WILL AUTOMATICALLY BE DISMISSED if it has not been set down for trial or terminated by any means within five years after the action was commenced unless otherwise ordered by the court.

Date:

*Sep 2, 2015*

Issued by \_\_\_\_\_

**Sevi Turkben, Registrar**

Local Registrar

Address of court office:

393 University Avenue, 10th Floor  
Toronto, Ontario M5G 1E6

TO: SANDRA HUDSON

[REDACTED]

YOLEN BOLLO-KAMARA

CAMERON WATHEY

## CLAIM

### 1. THE PLAINTIFF CLAIMS:

- a). An order pursuant to *Canada Not-for-profit Corporations Act*, SC 2009, c 23 (the “CNCA”) section 253 (1), declaring that the Defendants acted in a manner that was oppressive, unfairly prejudicial to and unfairly disregarded the interest of the UTSU and its members;
- b). An order pursuant to CNCA section 253 (3) (h) setting aside the April 16, 2015, Termination Agreement and attached Mutual Release signed and executed by the Defendants;
- c). A declaration that the Defendants, Bollo-Kamara and Wathey, breached their fiduciary duty in agreeing to the April 16, 2015, Termination Agreement and attached Mutual Release;
- d). An order setting aside the April 16 2015, Termination Agreement and attached Mutual Release created by the breach of fiduciary duty;
- e). A declaration that the Defendant, Sandra Hudson, acted in bad faith and breached the terms of her employment contract;
- f). A declaration that the Plaintiff had cause to terminate the Defendant, Sandra Hudson, and that no severance pay, or overtime, are owing;
- g). A declaration that the Defendants conspired to commit civil fraud;
- h). A declaration that the actions of the Defendants constituted civil fraud;
- i). An order making all of the Defendants jointly and severally liable for special damages in the sum of \$277,508.62, representing amounts improperly paid to the Defendant Hudson;
- j). Punitive damages for breach of fiduciary duty in the amount of \$200,000 jointly and severally against all three defendants;

- k). Prejudgment interest and post-judgment interest pursuant to the provisions of the Courts of Justice Act, R.S.O. 1990, c.C.43, as amended;
- l). Any goods and services tax or harmonized sales tax payable on any amounts pursuant to the Excise Tax Act, R.S.C. 1985, c. E-15, as amended or any other legislation enacted by the Government of Canada or the Government of Ontario;
- m). Its costs of this action on a substantial indemnity basis; and,
- n). Such further and other relief as this Honourable Court may deem just.

### **The Parties**

2. The Plaintiff, the Students' Administrative Council of the University of Toronto, carrying on business as the University of Toronto Students' Union ("UTSU"), is a not-for-profit corporation within the meaning and subject to the governance of the CNCA, which operates in the Province of Ontario. The UTSU acts to represent and advance the interests of Undergraduate students of the University of Toronto on the St. George and Mississauga campuses. These students comprise the members of the UTSU as defined in UTSU Bylaw II—Membership.
3. The Defendant, Sandra Hudson ("Hudson"), is the former executive director of the UTSU. Hudson formerly served as the President of the UTSU from 2008-2010 and served as the Chairperson of the Canadian Federation of Students-Ontario (the "CFS-O") from 2010-2012.
4. The Defendant, Yolen Bollo-Kamara ("Bollo-Kamara"), is the former President of the UTSU for the period 2014 to 2015. Bollo-Kamara formerly served as the Women's Commissioner of the CFS-O. Within the UTSU, Bollo-Kamara served as Vice-President Equity in 2013-2014 and Vice-President Campus Life in 2012-2013. Her term as the President of the UTSU ended on or about April 30, 2015.

5. The Defendant, Cameron Wathey (“Wathey”), is the former UTSU Vice-President, Internal and Services (“VPIS”), for the period 2014 to 2015. Wathey was also the VPIS for 2013-2014. Wathey’s term as VPIS of the UTSU ended on or about April 30, 2015.

## **Background**

6. The UTSU is governed by an Executive Committee which oversees operations, approves the expenditure of funds, prepares agendas for meetings of the Board, and employs UTSU staff as it deems necessary. The Executive Committee determines and reviews the terms on which these employees are employed. These employees include the Executive Director.
7. On or about August 27, 2012, the Defendant, Hudson, was hired as Executive Director by way of a written contract of employment for an indefinite term.
8. At the time of her dismissal, the Defendant Hudson had served as Executive Director for a period of 2.5 years. She earned an annual salary of \$68,142.36.

## **The Employment Contract**

9. The Defendant, Hudson, was hired on or about August 27, 2012, pursuant to a written offer of employment (the “Contract”). The August 27, 2012 Contract outlined and detailed the duties, obligations, and remuneration of the Defendant, Hudson. The Contract was between the Plaintiff, UTSU (the “Employer”), and the Defendant, Hudson (the “Employee”). Attached hereto as **Appendix A** is a copy of the August 27, 2012 Employment Contract.
10. The contents of the Contract were not made known to the members of the UTSU.
11. The Defendant, Hudson, signed the Contract and initialled each page of the document.
12. The Contract outlined the duties and obligations of the Executive Director. Article 1.2 “Duties” outlined:

**1.2 Duties:**

(i) The Employee's duties will include, without limitation, broad responsibility for managing the Employer's: human resources function (including supervising union and non-union staff), financial and legal affairs, office management, and core administrative functions; as well as such other duties as may be assigned from time to time by the Employer. The employee shall act as the Employer's Representative in accordance with the Collective Agreement between the Employer and CUPE 1281. It is understood and agreed that the Employee shall not be entitled to hire or fire employees without the approval of the Executive.

13. The Defendant, Hudson, was responsible for a broad range of responsibilities including managing the financial and legal affairs of the UTSU. The Plaintiff pleads that the duties of the Executive Director impose a fiduciary duty upon the Defendant, Hudson.
14. The Plaintiff pleads that pursuant to the terms of the Contract, the Defendant, Hudson, held a position that was supervisory and managerial in nature.
15. The Plaintiff pleads that the Defendant, Hudson, performed non-supervisory or non-managerial tasks only on an irregular or exceptional basis.
16. The Contract further detailed and outlined provisions relating to the termination of the Executive Director. Article 9: Termination provides:

**ARTICLE 9: TERMINATION OF EMPLOYMENT**

**9.3 Termination by the Employer:** The employer may terminate this agreement immediately at any time, without notice of termination or pay in lieu thereof, for cause. "Cause" includes:

- a) any material breach of the provisions of this Agreement by the Employee
- b) any and all omissions, commissions or other conduct which would constitute "cause" at law, in addition to the specified causes.

The onus of just cause is on the Employer and if the Employer cannot prove cause, the Employee shall be reinstated with full pay and benefits retroactive to the date of termination.

**9.4 Notice of Termination:**

(i) The Employer may terminate this Agreement in accordance with section 9.3 by giving eight (8) weeks written notice of termination to the Employee (the “Notice Period”).

Notwithstanding the foregoing, the Employee agrees that the Employer may, in its sole and absolute discretion, provide the Employee with the Salary in lieu of all or part of the Notice Period.

(ii) Should this Agreement be terminated by the Employer for any reason, the Employee will receive a lump-sum salary totalling two (2) years’ worth of wages equivalent to the current wages being paid to the Employee.

**The End of Hudson’s Employment**

17. In early 2015, the UTSU held elections for the positions of the executive committee. Bollo-Kamara did not seek re-election. Wathey campaigned for re-election as part of ‘Change U of T’, a slate of candidates that was managed by persons who had ties to and were supportive of the CFS during their past terms as UTSU executives. This slate also had volunteers who were themselves executives at student unions sympathetic to the CFS, or who in some cases went on to become CFS executives.
18. Slates of candidates who were broadly supportive of the CFS, and who had individual ties to the organization, have been dominant in the UTSU’s executive elections for the past several years.
19. The Defendants Bollo-Kamara and Wathey were required to step down from their respective positions on or about April 30, 2015.



20. Between the loss of the election and April 30, 2015 Bollo-Kamara and Wathey were in a lame duck period where they still held their positions after the election, but were being replaced by the new slate as of May 1, 2015.
21. On or about April 1, 2015 Hudson entered 1,974.5 hours into her personnel file in UTSU's records. The relevant entry reads "Time Off in Lieu of Overtime Balance Adjusted by Sandra Hudson Overtime Hours." Prior to April 1, 2015, after almost 2.5 years of employment, Hudson, as Executive Director, had never recorded overtime hours into her personnel file.
22. The Defendants Hudson and Bollo-Kamara had, prior to April 1, 2015, authorized compensation to the Defendant Hudson for overtime hours allegedly worked.
23. On January 5, 2015, Hudson requisitioned a cheque in the amount of \$9,782.24 for 208 hours of overtime. The overtime cheque was approved by both Hudson and Bollo-Kamara. The overtime hours covered by the cheque requisition had never been entered into Hudson's personnel file. Attached hereto as **Appendix B** is a copy of the January 5, 2015 cheque requisition form.
24. On April 13, 2015, within twelve days of entering nearly 2,000 hours of overtime into her own personnel file, Hudson requisitioned a second cheque for overtime hours worked. The second overtime cheque was in the amount of \$19,999.98 to compensate for 407 hours of overtime, and was also approved by Bollo-Kamara. The second overtime cheque had never been entered into Hudson's personnel file. Attached hereto as **Appendix C** is a copy of the April 13, 2015 cheque requisition form.
25. There were 12 days between April 1, 2015 and April 13, 2015, or a total of 288 hours.

26. The overtime hours paid out to Hudson on January 5, 2015 and April 13, 2015 were in addition to the 1,974.5 hours of overtime that had been entered into Hudson's personnel file, which means Hudson has been compensated for a total of 2,589.5 hours of overtime.
27. At no time leading up to April 16, 2015, or at any point, did Bollo-Kamara, Wathey, or other members of the executive express dissatisfaction with the performance of Hudson. All comments leading up to the change-over of the executive and counsel were positive regarding the performance of Hudson. In the April 23, 2015, meeting of the Board of Directors, Bollo-Kamara highlighted the efforts of Hudson as Executive Director. Bollo-Kamara thanked Hudson for her work over the year and stated that she was proud of what they had accomplished.
28. On or about April 16, 2015, approximately two weeks before the end of their tenure, the Defendants, Bollo-Kamara, and Wathey, together with Hudson, signed and executed a termination agreement (the "Agreement") that ended Hudson's employment as Executive Director and provided her with \$247,726.40 or the equivalent of 3.64 years (43.63 months) of her base annual compensation. Attached hereto as **Appendix D** is a copy of the April 16, 2015 Termination Agreement.

### **The Termination Agreement**

29. The Agreement terminated the employment of the Defendant Hudson, effective April 30, 2015, the day before the transition to the new executive. The Agreement contained a detailed breakdown of the terms and sources of the compensation that the Defendant Hudson was to receive as a result of the UTSU's decision to dismiss her. As written on page one of the Agreement:

#### **2. Notice**

[UTSU] will provide [Hudson] the Employee with a lump sum payment of \$7,862.58, equal to six (6) week's salary, representing the Employee's notice and entitlement as

prescribed under Article 9 of the Employee's Employment Agreement. Payment will be made through the usual means as part of the week ending April 26, 2015 pay cycle.

### **3. Severance**

[UTSU] will provide [Hudson] the Employee with a lump sum payment of \$136,284.72, equal to two (2) years' salary, representing the Employee's severance and entitlement as prescribed under Article 9 of the Employee's Employment Agreement. Payment will be made through the usual means as part of the week ending April 26, 2015 pay cycle.

### **4. Vacation**

[UTSU] will provide [Hudson] the Employee with a lump sum payment of \$6,552.15, equal to five (5) weeks' vacation. Payment will be made through the usual means as part of the week ending April 26, 2015 pay cycle.

### **5. Overtime**

[UTSU] will provide [Hudson] the Employee with a lump sum payment of \$97,026.93, equal to 1,974.5 hours of overtime at a rate of \$49.14 per hour (time and a half) as prescribed by the *Ontario Employment Standards Act, 2000*.

30. The Agreement provided the Defendant, Hudson, with a total lump sum payment worth \$247,726.40. The total lump sum provided by the Agreement constitutes approximately 10% of the annual operational budget of the UTSU.

31. The Defendants, Hudson, Bollo-Kamara and Wathey all signed the Agreement.

32. Bollo-Kamara and Wathey did not get advice on the Agreement from the lawyers of the UTSU at the time, DLA Piper.

33. The Termination Agreement includes a confidentiality provision which prevents either Hudson or the UTSU from disclosing the Agreement's terms to anyone except close family or legal and financial advisors.

34. The Termination Agreement was made conditional on the execution of an attached mutual release (the "Release"). Attached hereto as **Appendix E** is a copy of the April 16, 2015 Mutual Release.
35. In the Release, not only does Hudson as the Employee release the UTSU, but the UTSU purports to release "and forever discharge[s] the Employee, her heirs, administrators, and assigns...of and from all actions, causes of action, damages, claims, cross claims and demands whatsoever, (including all damage, loss and injury not now known or anticipated, but which may arise in the future and all effects and consequences thereof)...in respect of the Employee's employment by the UTSU/SAC or the termination thereof."
36. The Defendant Wathey signed the Mutual Release attached to the Agreement (the "Release"). The Defendants, Bollo-Kamara, and Hudson, initialled the Release.
37. The agreement ought to be set aside because it is oppressive, unconscionable, without consideration, contrary to public policy or other grounds that may be advanced and this Court may accept.

### **Oppression Remedy**

38. The Plaintiff pleads and relies on the Oppression Remedy as provided and outlined by CNCA section 253.
39. The Plaintiff pleads that the Defendants, Hudson, Bollo-Kamara, and Wathey, acted in a manner that was oppressive, unfairly prejudicial to or unfairly disregarded the interests of the UTSU and its members.
40. Specifically, the Defendants Bollo-Kamara and Wathey, with weeks remaining in their tenure, acted with a total disregard for the interests of the UTSU when they made or participated in the decision to dismiss Hudson without cause and paid her an excessive severance package.

41. It was or ought to have been clear from the terms of Hudson's Employment Agreement that a dismissal without cause would be extremely expensive for the UTSU. The Plaintiff pleads that there was no legitimate business reason to do so. The notice and severance funds paid to Hudson were an immense expenditure with no corresponding benefit to the UTSU. The position of Executive Director was not eliminated, and Hudson had to be replaced during her notice period.
42. The incoming executive of the UTSU received no advance notice of the need to replace Hudson until April 30, 2015. On that date, Ms. Bollo-Kamara verbally informed the incoming President of the UTSU, Ben Coleman, that Ms. Hudson no longer worked at the UTSU.
43. Rather, the Plaintiff pleads that it is evident from the circumstances that Hudson did not wish to work with the incoming Executive Committee, and that Bollo-Kamara and Wathey, knowing that their responsibility for the UTSU's finances was coming to an end, agreed to dismiss her in order to grant her the benefit of her extremely generous dismissal provisions.
44. In addition to her notice and severance payments, Bollo-Kamara and Wathey agreed to pay Hudson some \$97,026.93 for the 1,974.5 hours of overtime which she herself had recorded in a single entry on April 1, 2015, after the election result was known and having never before recorded overtime during her employment. Bollo-Kamara and Wathey made no attempt to investigate this suspicious, sudden, and massive claim for unpaid wages.
45. The Plaintiff pleads that Bollo-Kamara had personal knowledge that Hudson had been previously paid for overtime claims. Bollo-Kamara personally approved a cheque to Hudson in the amount of \$9,782.24 on January 5, 2015, and a second cheque in the amount of \$19,999.98 on April 13, 2015, three days prior to the signing of the minutes of settlement.
46. The Plaintiff further pleads that the Defendants Bollo-Kamara, Hudson, and Wathey attempted to insulate themselves against the consequences of their actions, and tie the hands of the incoming

Executive, by means of the Release, in which UTSU as the employer releases Hudson for no explained reason and at a time when no claim had been contemplated or advanced by UTSU at that time.

47. The Plaintiff pleads that the confidentiality provision of the Termination Agreement is similarly designed to prevent the incoming Executive Committee from explaining to the members of UTSU that Hudson did not resign but was, in fact, given a payment of \$247,726.40, which stripped the UTSU of approximately 10% of its operating budget.
48. The Plaintiff pleads that all of the above actions, and the actions of Bollo-Kamara and Wathey generally in relation to Hudson's termination, the Agreement, and the Release, constitute breaches of the fiduciary duties owed to the UTSU by Bollo-Kamara and Wathey as officers or directors of the organization, and of the fiduciary duty owed by Hudson to the UTSU as a senior employee.
49. The Plaintiff pleads that Hudson was a party to the decision to dismiss her rather than allow her to resign, as evidenced by her decision to log 1,974.5 hours of overtime in a single entry, then sign the Termination Agreement and Release, and accept payment for those overtime hours.
50. The Defendants, Bollo-Kamara, and Wathey, knew or ought to have known that the Defendant, Hudson, was not entitled to overtime.
51. The Plaintiff pleads that Release and Termination Agreement were drawn up between the three defendants together in a joint effort to benefit Hudson, rather than a legitimate negotiated settlement.
52. The Plaintiff pleads that the conduct referred to above was oppressive, unfairly prejudicial to, and unfairly disregards the interests of the UTSU and its members. The Plaintiff pleads that the Termination Agreement and the Mutual Release ought to be declared void and of no force and

effect, and the Defendants Hudson, Wathey, and Bollo-Kamara be declared jointly and severally liable for the payments made to Hudson as a loss caused by their oppressive conduct and breach of fiduciary duty.

### **No consideration**

53. The Plaintiff pleads that there is no consideration for the termination agreement and release as there was no benefit to the UTSU.

54. There had been no complaints about the performance of Hudson and no plausible explanation for terminating her contract without cause in April of 2015. The termination agreement and release provide for a payment to Hudson that is well in excess of the amount she would be entitled to under her contract.

55. As the Agreement and Release do not provide any benefit to the UTSU they ought to be set aside for not having consideration, as we as for other reasons pled.

### **Unconscionability**

56. The Agreement and Release are unconscionable and therefore ought to be set aside on this basis.

57. In making the contract the UTSU relied upon the advice of Hudson as the executive director and was misled by her. The UTSU did not obtain proper independent legal advice and the executives based their decision on the information provided by Hudson.

58. Based on the facts pled the contract is unconscionable and ought to be set aside.

### **Contrary to Public Policy**

59. Wathey and Bollo-Kamara did not follow proper procedures in order to sign the Agreement and Release regarding large expenditures. They abused their position as executives without proper authorization from the UTSU Board.
60. It is contrary to public policy to allow outgoing directors on a limited mandate to sign contracts which irreparably bind their successors to contracts against the best interests of the corporation that they represent for the remainder of their term.
61. To allow directors and managers of corporations to act in such a high-handed and self-serving manner would be contrary to public policy.
62. Based on the facts pled the contract is contrary to public policy and ought to be set aside.

#### **Cause for Termination**

63. The Plaintiff pleads that, once the Termination and Release are set aside, the result is that Hudson is not entitled to severance or notice as the UTSU has just cause to terminate Hudson.
64. The Plaintiff pleads that Hudson committed three acts of theft: she entered the aforementioned 1,974.5 of overtime in a single entry dated April 1, 2015 in an effort to steal money from the company that she was not entitled to; she submitted a cheque requisition in the amount of \$9,782.24 on January 5, 2015 in an effort to steal money from the company that she was not entitled to; and, she submitted a cheque requisition in the amount of \$19,999.98 on April 13, 2015 in an effort to steal money from the company that she was not entitled to. Hudson knew or ought reasonably to have known that as a manager, particularly one who oversaw human resources matters for UTSU, and as someone who had never claimed overtime in almost 2.5 years of employment, she was not entitled to overtime.



65. Section 8 of Ontario Regulation 285/01 pursuant to the *Employment Standards Act, 2000* establishes exemptions to the requirement to pay overtime.
66. The Plaintiff pleads that the Defendant Hudson was not entitled to overtime pay pursuant to section 8 (b) of O. Reg. 285/01, as she did not perform non-supervisory or non-managerial tasks on a non-irregular or non-exceptional basis.
67. Hudson, by granting herself these hours between January 5, 2015 and April 13, 2015, stole from the UTSU \$126,809.15, with the assistance of Wathey and Bollo-Kamara. Her claims for overtime compensation were unsubstantiated, self-serving, an abuse of her position, and baseless in law.
68. The Defendant Hudson deliberately destroyed confidential information contrary to the terms of the Contract. Before April 30, 2015, Hudson deleted and erased the hard-drive and data storage of the UTSU Executive Director computer. The destruction of confidential information is a fundamental breach of the Contract. Article 3 of the Contract explicitly required Hudson to return any electronic confidential information to the UTSU. Hudson agreed, per Article 3 of the Contract, to not remove any confidential information.
69. Hudson did wilfully commit a breach of a fundamental term of her employment contract by destroying confidential information.
70. The Defendant, Hudson, abused her position and breached the terms of her employment contract.
71. The Contract provided that the UTSU may terminate the Defendant, Hudson, in the event of a material breach of the provisions of the Contract.
72. The Contract provided that the UTSU may terminate the Defendant, Hudson, in the event an omission, commission or other conduct which would constitute 'cause' at law.

73. The Plaintiff pleads that the actions of the Defendant Hudson in relation to this claim for overtime pay constitute acts of theft and dishonesty which constituted just cause for her dismissal.

### **Improper Overtime Compensation**

74. Prior to the termination of the Defendant Hudson, the Defendants Hudson, Bollo-Kamara, and Wathey approved the payment in the amount of \$29,782.22 to the Defendant Hudson in compensation for overtime hours worked on January 5, 2015 and April 13, 2015. The two cheques and payments to the Defendant Hudson constitute an act of fraud for the reason that the Defendant Hudson was not entitled to overtime compensation.

75. Before January 5, 2015, the Defendant Hudson had never submitted documents to receive compensation for overtime or to record overtime hours worked. In the period between January 5, 2015 and April 30, 2015 the Defendant Hudson claimed and was compensated for a total of 2,589.5 hours of overtime.

76. The Plaintiff pleads that the Defendant Hudson was not entitled to overtime pay pursuant to section 8 (b) of O. Reg. 285/01, as she did not perform non-supervisory or non-managerial tasks on a non-irregular or non-exceptional basis.

77. The Defendants knew, or ought reasonably to have known, about the overtime payments to the Defendant Hudson. The Defendants knew, or ought reasonably to have known, that the Defendant Hudson was exempt from the overtime provisions of the *Employment Standards Act, 2000*. The Defendants knew, or ought reasonably to have known, that the January 5, and April 13 cheques to the Defendant Hudson had not been recorded in Hudson's personnel file and were in addition to 1,974.5 hours claimed in Hudson's personnel file.

78. The Plaintiff pleads that the Defendants Bollo-Kamara, Wathey, and Hudson, conspired to defraud the Plaintiff. The Defendant Hudson submitted two cheque requisitions, Appendices B

&C, for compensation of overtime hours worked. The January 5, 2015 cheque requisition, Appendix B, was signed personally by the Defendants Hudson and Bollo-Kamara. The April 13, 2015 cheque requisition, Appendix C, was signed personally by the Defendant Bollo-Kamara.

79. The Plaintiff pleads that by issuing cheques to the Defendant Hudson on January 5, 2015 and April 13, 2015, the Defendants Hudson, Bollo-Kamara, and Wathey, committed acts of civil fraud.

#### **Punitive, Aggravated, and/or Moral Damages**

80. The Plaintiff pleads that the aforementioned actions of Hudson, Wathey, and Bollo-Kamara were egregious, outrageous, high-handed, in bad faith, and that punitive damages in the amount of \$200,000 ought reasonably to be awarded, with the Defendants jointly and severally liable for same.

#### **Location**

81. The Plaintiff proposes that this action be tried at the City of Toronto, in the Province of Ontario.

Date of Issue: *Sep 21, 2015*

**Monkhouse Law**  
357 Bay Street, Suite 804  
Toronto, Ontario, M5H 2T7

**Andrew H. Monkhouse (64529L)**  
Barrister and Solicitor

Tel.: 416-644-8687  
Fax: 888-501-7235

Lawyers for the Plaintiff, The Students'  
Administrative Council of the University of  
Toronto

## APPENDIX A

COPY

EMPLOYMENT AGREEMENT

THIS AGREEMENT made as of the 27<sup>th</sup> day of August, 2012;

BETWEEN:

THE STUDENT'S ADMINISTRATIVE COUNCIL OF THE  
UNIVERSITY OF TORONTO  
(hereinafter referred to as the "Employer")

- and -

SANDRA HUDSON  
(hereinafter referred to as the "Employee")

WHEREAS, the Employer wishes to employ the Employee and the Employee wishes to become employed for on the terms and conditions set forth in this employment agreement (this "Agreement");

NOW THEREFORE, in consideration of the covenants and agreements contained herein and other good and valuable consideration, the sufficiency of which is hereby acknowledged, the Employer and the Employee agree as follows:

ARTICLE 1: EMPLOYMENT

1.1 **Position and Reporting Arrangement:** Subject to the terms and conditions hereof, the Employee shall be employed in the position of Executive Director and shall perform such duties and exercise such powers related thereto on a full-time basis. The Employee will report to the President, and the Vice-President Internal and Services.

1.2 **Duties:**

(i) The Employee's duties will include, without limitation, broad responsibility for managing the Employer's: human resources function (including supervising union and non-union staff), financial and legal affairs, office management, and core administrative functions; as well as such other duties as may be assigned from time to time by the Employer. The Employee shall act as the Employer's Representative in accordance with the Collective Agreement between the Employer and CUPE 1281. It is understood and agreed that the Employee shall not be entitled to hire or fire employees without the approval of the Executive.

(ii) The Employee must attend and will be permitted to attend all meetings of the Union including but not limited to Board of Directors meetings, Executive Committee meetings, Committee meetings, meetings of the Canadian Federation of Students and Canadian Federation of Students-Ontario.

1.3 **Changes to Title, Duties and Reporting Relationship:** As the business needs of the Employer may change from time to time, it is understood and agreed that the Employer

may amend the Employee's title, duties and reporting relationship from time to time at the Employer's discretion and in accordance with its business interests without requiring a written amendment to this Agreement and that any such alteration or change will not constitute a breach or termination of this Agreement.

- 1.4 **Term:** The employment of the Employee hereunder shall commence on August 28, 2012, and subject to earlier termination of this Agreement pursuant to Article 9.
- 1.5 **Probationary Period:** The first three (3) months of the Term shall be a probationary period (the "Probationary Period"). During the Probationary Period, the Employer will determine the Employee's suitability for continued employment and may, in its sole and absolute discretion, terminate the Employee's employment for any reason without any obligation to provide notice of termination or pay any amounts in lieu thereof, or furnish any benefits, except as may be accrued and owing to the date of termination.

## ARTICLE 2: EMPLOYEE'S COVENANTS

- 2.1 **Service:** The Employee shall devote her time, attention and ability to the business of the Employer or to the business of any other person as authorized by the Employer and shall well and faithfully serve the Employer and shall use her best efforts to promote the interests of the Employer. The Employee acknowledges and agrees that due to the nature of the Employer's operations, her hours of work may vary from time to time, and that she will be required from time-to-time to attend meetings of the Executive of the Employer and the Employer's Board of Directors, whether those meetings occur during the day or the evening.
- 2.2 **Duties and Responsibilities:** The Employee shall duly and diligently perform all the duties assigned to her while in the employ of the Employer, and shall truly and faithfully account for and deliver to the Employer all money, securities and things of value belonging to the Employer which the Employee may from time to time receive for, from or on account of the Employer.
- 2.3 **Rules and Regulations:** The Employee shall be bound by and shall faithfully observe and abide by all the rules and regulations of the Employer from time to time in force which are brought to the Employee's notice or of which the Employee should reasonably be aware.
- 2.4 **Bondable:** It is a term and condition of the Employee's employment that she shall be bondable, and that she shall continue to meet the bonding requirements relevant to her duties and responsibilities as the Executive Director. In the event that the Employee breaches this provision, it is understood and agreed that this will be a fundamental breach of this Agreement and the Employer shall have cause to terminate the Employee's employment for cause without any obligation to provide notice of termination or pay in lieu thereof or other damages of any kind.

SP - 1.10

### ARTICLE 3: CONFIDENTIAL INFORMATION

- 3.1 **Confidential Information Defined:** When used in this Agreement, "Confidential Information" means and includes: any records, material or information known or used by the Employer in connection with its business and affairs; information relating to any product, device, equipment or machine; information relating to members of the Employer or any University of Toronto student; information regarding any marketing and/or benefit plan; information about or relating to the Employer and/or any of its activities; and any budget information relating to the Employer's potential business ventures, financial and/or budget information relating to the Employer and/or any of its activities, and any hard or electronic copies thereof. The parties agree that Confidential Information does not include any information that is generally available or known to the public.
- 3.2 **Access to Confidential Information:** The Employee acknowledges and agrees that during her employment with the Employer, she has had and will continue to have access to, and be entrusted with, confidential and proprietary information belonging to the Employer.
- 3.3 **Use and Disclosure:** The Employee agrees that she will not, either during her employment or at any time thereafter, use or disclose any Confidential Information to any third-party for any purpose whatsoever without the express written consent of the Employer. The Employee also agrees that she will not remove or copy any Confidential Information without the Employer's express written consent, and further, that upon the termination of this Agreement, she will immediately return any Confidential Information in her possession or under her control to the Employer, along with any hard or electronic copies thereof.
- 3.4 This contract shall be considered confidential.

### ARTICLE 4: REMUNERATION AND BENEFITS

- 4.1 **Salary:** During the Term, the Employer shall pay the Employee a gross annual salary of \$60,000 less applicable deductions payable in accordance with the Employer's established payroll practices. The Employee is also entitled to receive an annual increase of 4.5% on the first day of the sixth month of each year of employment, as a cost of living allowance. Any other increase in the Employee's salary will be at the sole discretion of the Employer. Any changes in salary shall be as agreed upon in writing between the parties.
- 4.3 **Benefits:**
- (i) The Employee shall be entitled to participate in the Employer's group health and dental benefit plan(s) commensurate with her position (the "Benefits"). The Employee acknowledges receiving a written summary of the terms of such benefit plans. It is understood and agreed that the Employer reserves the right to change



insurance carriers, and/or to amend or discontinue group benefits and/or group benefit plans from time to time at its sole discretion.

- (ii) The Employer shall make a contribution amounting to 5% per calendar year of the Employee's annual salary to her RRSP.

## ARTICLE 5: VACATION, HOLIDAYS AND TIME-OFF

### 5.1 Vacation:

- (i) The Employee shall be entitled to the following vacation time in each Year of Employment:
  - a. Two (2) weeks of vacation during the first Year of Employment
  - b. Three (3) weeks of vacation during the second Year of Employment
  - c. Four (4) weeks of vacation during the third and fourth Years of Employment
  - d. Five (5) weeks of vacation during the fifth Year of Employment
- (ii) It is understood and agreed that, when practical, the Employer will permit the Employee to receive all of her vacation time in consecutive weeks if so requested by the Employee.
- (iii) It is understood and agreed that if the Employee does not use all of this vacation time before the end of her vacation entitlement year, she may carry forward a maximum of one (1) week vacation time into the following vacation entitlement year. Any vacation time carried over in accordance with this provision must be used by the end of the following vacation entitlement.
- (iv) Additional Holidays – In addition to the statutory holidays provided by the Ontario *Employment Standards Act, 2000*, it is understood and agreed that the Employee shall be entitled to the following additional holidays, which shall not be counted towards the Employee's vacation allotment: December break including December 25 and 26, and December 31 and January 1.

## ARTICLE 6: EXPENSES AND ALLOWANCES

- 6.1 **Transportation:** The Employer shall reimburse the Employee a monthly Toronto Transit pass where the receipt is produced or shall provide a monthly \$100 transportation allowance where the receipt is not produced. The Employer may, in its sole discretion, provide the Employee with appropriate transportation for work-related tasks.
- 6.2 **Work-Related Meetings or Conferences:** If the Employee is authorized by the Employer to attend a conference, seminar or similar work-related event ("Event"), the Employer will pay for all reasonable registration fees and accommodation and travel costs in connection with the Employee's attendance of the Event. In addition, the Employer will reimburse the Employee for her incidental costs of attending an Event up





to a maximum of \$50 per day upon the Employee providing the Employer with receipts within four (4) weeks of the date the expenses were incurred; or \$30 per diem where receipts are not produced.

- 6.3 **Wireless Phone Allowance:** In recognition that the Employee shall be expected to use her wireless phone for work purposes, the Employer shall provide the Employee with a monthly wireless/data plan allowance of \$87.
- 6.4 **Professional Development:** When authorized by the Employer, the Employer shall cover registration or other costs for the Employee to take Professional Development Courses and attend seminars and workshops. The Employer agrees to pay any fees for courses or class instruction relevant to the performance of the Employee's duties under her agreement to a maximum of \$2000.00 each year ending April 30. Any remaining amount not used by April 30 may not be carried over to any subsequent year. It is understood and agreed that any course taken by the Employee will not conflict with her devotion of professional time, ability and attention to the business and affairs of the Employer as required by Paragraph 1.2.
- 6.5 **Wellness:** The Employer shall reimburse the Employee up to a maximum of \$400 per year for membership or classes in a fitness club, with the production of receipts.

#### ARTICLE 7: LEAVES OF ABSENCE

- 7.1 **Statutory Leaves of Absence:** During the term of this Agreement, the Employee will be entitled to leaves of absence in accordance with the *ESA* (such as pregnancy and parental leave) unless a greater right or benefit is provided herein in which case the Employee will be entitled to the greater right or benefit contained herein.
- 7.2 **Sick Leave:** During the term of this Agreement, the Employee shall be entitled to twelve (12) paid sick days on account illness of the Employee or the Employee's immediate family ("Sick Days"). The Employer may in its sole discretion require the Employee to provide reasonable evidence supporting the Employee's need for Sick Days. Sick Days used for part of a day will count as a full Sick Day. Sick Days taken will count as emergency leave days within the meaning of the *ESA*. Sick Days have no cash value and the Employee is not entitled to payment for these days upon cessation of her employment or to carry-over these days in the event this Agreement is renewed.
- 7.3 **Personal Leave:** During the Term, the Employee shall be entitled to five (5) paid personal days ("Personal Days") to attend to urgent matters relating to the Employee or a member of the Employee's family. The Employer may, in its sole discretion, require the Employee to provide reasonable evidence supporting the Employee's absence. Where applicable, Personal Days used will count as emergency leave days within the meaning of the *ESA*. Personal Leave Days have no cash value and the Employee is not entitled to payment for these days upon cessation of her employment or to carry-over these days in the event this Agreement is renewed.



- 7.4 **Leave for Legal Reasons:** The Employee shall be granted a leave of absence if she is to serve as a juror or is subpoenaed as a witness in any court. The Employee shall be paid by the Employer the difference between her normal earnings and benefits and the payment she receives for jury service or court witness, excluding payment for traveling, meals, and other expenses. The Employee will present proof of service of required attendance and the amount of the pay received.
- 7.5 **Bereavement Leave:** The Employee shall be granted, upon request, up to ten (10) regularly scheduled days leave with pay in the case of the death of a parent, spouse, partner, sibling, child, and up to five (5) regularly scheduled days leave for the death of a parent or partner or grandparent. In addition, the Employee shall be granted, upon request, up to two (2) regularly scheduled days leave with pay in the case of the death of a close friend or other relative. Where burial takes place more than five hundred (500) kilometres from the place of residence of the Employee, an additional two (2) days leave with pay shall be added to such bereavement leave. In exceptional circumstances, additional leave shall not be unreasonably withheld. If the Employee requests more time off due to a death in the family, the Employer shall grant up to ten (10) additional vacation, sick or personal days or days without pay. No requests shall be denied and no benefits shall be lost in this period.
- 7.5 **Unpaid Leave of Absence:** Upon written request at least four (4) weeks in advance, the Employee shall be granted a leave of absence without pay for a period of up to a maximum of three (3) years. The Employee granted such a leave of absence must give the Employer two (2) months written notice of intention to return.
- (i) If a leave of absence is granted without pay for a period in excess of 45 days, the Benefits may be continued at the option of the Employer provided that they are available to the Employee despite not being actively employed and if the Employee pays \$100.00 of the premium cost of such Benefits.

#### ARTICLE 8: DISCIPLINE PROCEDURE

- 8.1 **Verbal Warning and Direction:** For the purpose of this clause, verbal warnings or direction shall not be interpreted as formal discipline.
- 8.2 **Just Cause:** The Employer shall not discipline or discharge the Employee unless there is just cause.
- 8.3 **Progressive Discipline:** The Employer accepts and gives effect to the principle of progressive discipline by adopting the procedures set forth below. The Employer recognizes that, prior to imposing disciplinary action, the Employee shall be given a reasonable opportunity to correct the situation complained of. Failure of the Employer to



The (10) day allowance shall not coincide with vacation, leaves of absence, or sick time. The Employer shall advise the Employee, in writing, of the disciplinary action to be taken.

Formal discipline shall only be imposed following the issuance of a written warning and only in accordance with the terms defined in such document. The Employee will be notified in writing of the grounds of discipline.

- 8.5 **Scope of Discipline:** The Employer shall not discipline an Employee for any reason other than those contained in the notice as set out in Step One.
- 8.6 **Removal of Disciplinary Records:** The Employer agrees to destroy all letters of disciplinary action, including letter of warning from the Employees record six (6) months after the said incident for which resolution occurred.

#### ARTICLE 9: TERMINATION OF EMPLOYMENT

- 9.1 **Termination During Probationary Period:** The Employer may terminate this Agreement at any time prior to the completion of the Probationary Period, without notice of termination or pay in lieu thereof, in accordance with Section 1.5 hereof.
- 9.2 **Termination by Employee on Notice:** The Employee may terminate this Agreement upon the giving of eight (8) weeks' written notice to the Employer. The Employee agrees that the Employer may waive the notice period provided that the Employer continues to pay the Employee's Salary and continues to provide the Benefits (the Employee will remain responsible for her share of the Benefit premiums, if any) for the notice period provided. The Employee agrees that such waiver by the Employer does not constitute a termination of the Employee's employment by the Employer.
- 9.3 **Termination by Employer:** The Employer may terminate this agreement immediately at any time, without notice of termination or pay in lieu thereof, for cause. "Cause" includes:
- a) any material breach of the provisions of this Agreement by the Employee
  - b) any and all omissions, commissions or other conduct which would constitute "cause" at law, in addition to the specified causes.

The onus of just cause is on the Employer and if the Employer cannot prove cause, the Employee shall be reinstated with full pay and benefits retroactive to the date of termination.

- 9.4 **Notice of Termination:**
- (i) The Employer may terminate this Agreement in accordance with section 9.3 by giving eight (8) weeks written notice of termination to the Employee (the "Notice Period"). Notwithstanding the foregoing, the Employee agrees that the Employer may, in its sole and absolute discretion, provide the Employee with the Salary in lieu of all or part of the Notice Period.

(ii) Should this Agreement be terminated by the Employer for any reason, the Employee will receive a lump-sum salary totaling two (2) years' worth of wages equivalent to the current wages being paid to the Employee. Any payment to the Employee in lieu of Notice Period in accordance with 9.4.i will not be included in the calculation of the lump-sum salary described herein.

9.5 **End of Benefits:** Upon termination of employment, the Employee's entitlement to the Benefits will end on the Employee's last day of the Notice Period. The Employee agrees that the Employer will not be liable for any claims of illness or disability suffered after the cessation of the Benefits.

9.6 **Fair and Reasonable:** The Employee acknowledges and agrees that the terms and arrangements described in this Article 9 are fair and reasonable and constitute the Employer's sole obligation to provide notice of termination, severance pay and related compensation (including without limitation, all payments under any applicable legislation including the *ESA*) to the Employee.

#### ARTICLE 10: GENERAL

10.1 **Sections and Headings:** The division of this Agreement into Articles and Sections and the insertion of headings are for the convenience of reference only and shall not affect the construction or interpretation of this Agreement. In this Agreement words importing the singular number only shall include the plural and vice versa and words importing the masculine gender shall include the feminine and neutral genders and vice versa and words importing persons shall include individuals, partnerships, associations, trusts, unincorporated organizations and corporations and vice versa.

10.2 **Entire Agreement:** This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof and cancels and supersedes any prior understandings and agreements between the parties with respect to the subjects covered in this Agreement. There are no representations, warranties, forms, conditions, undertakings or collateral agreements, express, implied or statutory between the parties other than as expressly set forth in this Agreement.

10.3 **Amendments and Waiver:** No amendment to this Agreement shall be valid or binding unless set forth in writing and duly executed by both of the parties hereto. No waiver of any breach of any provision of this Agreement shall be effective or binding unless made in writing and signed by the party purporting to give the same and, unless otherwise provided in the written waiver, shall be limited to the specific breach waived.

10.4 **Severability:** If any provision of this Agreement is determined to be invalid or unenforceable in whole or in part, such invalidity or unenforceability shall attach only to such provision or part thereof and the remaining part of such provision and all other provisions hereof shall continue in full force and effect.



10.5 **Notices:** Any demand, notice or other communication to be given in connection with this Agreement shall be given in writing and may be given by personal delivery, courier or registered mail addressed to the recipient as follows:

To the Employee: Sandra Hudson

[REDACTED]  
[REDACTED]

To the Employer: Students' Administrative Council of the University of Toronto  
12 Hart House Circle, Toronto, ON M5S 3J9  
Attn: President

- 10.6 **Governing Law:** This Agreement will be construed and interpreted in accordance with the laws of the Province of Ontario. The parties hereby irrevocably attorn to the jurisdiction of the Ontario Superior Court of Justice at Toronto.
- 10.7 **Assignment:** The Employee may not assign this Agreement or any of her rights or obligations contained hereunder. The Employer may assign this Agreement and its rights and obligations contained hereunder, at its sole discretion.
- 10.8 **Independent Legal Advice:** The Employee accepts and understands the terms and conditions of this Agreement and has had the opportunity to seek independent legal advice with respect to the Agreement prior to signing the Agreement. The Employee hereby acknowledges receipt of a copy of this Agreement duly signed by the Employer.

IN WITNESS WHEREOF the parties have executed this Agreement.

  
\_\_\_\_\_  
WITNESS

  
\_\_\_\_\_  
SANDRA HUDSON

**STUDENTS' ADMINISTRATIVE COUNCIL OF THE UNIVERSITY OF TORONTO:**

  
\_\_\_\_\_  
Per: Shaun Shepherd,  
President

  
\_\_\_\_\_  
Per: Corey Scott,  
Vice President Internal & Services

## APPENDIX B

# CHEQUE REQUISITION v5.2

631 ED

NB: (1) Proper supporting documentation must be provided. (2) Allow 10 business days to process.

Date Requested:

Requested By (Full Name, Position):

5 January, 2015

Sandra Hudson, Executive Director

Payable To:

Amount (\$):

Sandra Hudson

9,782.24

Payee's Address, Telephone, E-mail:

Delivery Method:

on file

Description of Expense(s) including Dates:

Instructions / Notes:

Overtime (208 hours at \$47.03 per hour)

*3081.41*  
*x 518.28*  
*1599.89*

*CONFIDENTIAL*

LINE ITEM(S):

APPROVED BY:

Budget  Board  Executive  Other

If "Other," then explain

BOD MEETING DATE:

CONFIRMATION:

Date of approval, as reflected in meeting minutes

SIGNATURE:

Account(s):

Cheque No.:

Date Issued:

Issued By:

## APPENDIX C



# CHEQUE REQUISITION v5.2

653 ED

NB: (1) Proper supporting documentation must be provided. (2) Allow 10 business days to process.

Date Requested: 13 April, 2015 Requested By (Full Name, Position): Sandra Hudson, Executive Director

Payable To: Sandra Hudson Amount (\$): 19,999.98

Payee's Address, Telephone, E-mail: on file Delivery Method: payroll

Description of Expense(s) Including Dates: overtime of 407 hours at \$49.14  
6775.40 22%  
+ 9.15  
31.5

Instructions / Notes: (31.15) / 100 1799.98  
**CONFIDENTIAL**  
6229.99  
+ 555.41

LINE ITEM(S): \_\_\_\_\_

APPROVED BY:  Budget  Board  Executive  Other if "Other," then explain

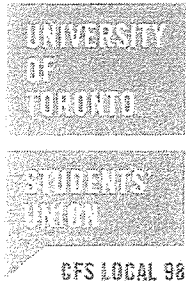
BOD MEETING DATE: \_\_\_\_\_ CONFIRMATION:   
Date of approval, as reflected in meeting minutes.

SIGNATURE: MSK

Account(s): \_\_\_\_\_

Cheque No.: payroll Date Issued: APR 13 2015 Issued By: [Signature]

## APPENDIX D



April 16, 2015

**DELIVERED BY HAND  
WITHOUT PREJUDICE  
STRICTLY CONFIDENTIAL**

Sandra Hudson, Executive Director

**RE: NOTICE OF TERMINATION OF EMPLOYMENT**

Dear Ms. Sandra Hudson:

This is to advise you that your employment with the University of Toronto Students' Union/Students' Administrative Council ("UTSU/SAC") will terminate effective April 30, 2015, in accordance with Article 9 of your Employment Agreement.

We will provide you with a severance package, the details of which are outlined in the attached Termination Agreement. This amount is inclusive of any payments that may be owed to you in accordance with your Employment Agreement and under the Ontario Employment Standards Act.

During your Employment with UTSU/SAC, you had access to, and were entrusted with, confidential and proprietary information belonging to UTSU/SAC. Confidential and proprietary information includes, without limitation, any records, material or information known or used by the UTSU/SAC in connection with its business and affairs, information relating to any product, device, equipment or machine, information relating to members of the UTSU/SAC or any University of Toronto student, information regarding any marketing and/or benefit plan, information about or relating to the UTSU/SAC's potential business ventures, financial and/or budget information relating to the UTSU/SAC and/or any of its activities, and any hard or electronic copies thereof (collectively, the "Confidential Information"). Confidential Information does not include information that is generally available or known to the public. It was a term of your employment not to, either during the term of your employment, or at any time thereafter, use or disclose any Confidential Information to any third-party for any purpose whatsoever without the express written consent of the UTSU/SAC. The UTSU/SAC expects that you will adhere to your ongoing obligation to maintain such Confidential Information as Confidential.

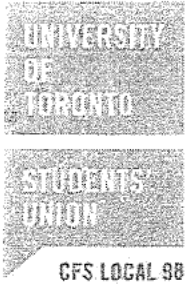
You are expected to return any UTSU property or Confidential Information in your possession or under your control to the UTSU/SAC, along with any hard or electronic copies thereof, by no later than April 29, 2015. UTSU/SAC property includes, without limitation, all computer log-ins and system passwords, and all relevant email and network passwords.

If you have any questions concerning the information contained in this letter, please contact us directly.

Regards,

  
Yolen Bollo-Kamara  
President

  
Cameron Wathey  
Vice-President Internal & Services



APPENDIX A

TERMINATION AGREEMENT

THIS AGREEMENT made as of the 16 day of APRIL, 2015;

BETWEEN:

THE STUDENTS' ADMINISTRATIVE COUNCIL OF THE UNIVERSITY OF TORONTO, carrying on business as the UNIVERSITY OF TORONTO STUDENTS' UNION (hereinafter referred to as "UTSU/SAC")

-and-

SANDRA HUDSON (hereinafter referred to as "the Employee")

This Agreement confirms the circumstances surrounding the termination of the Employee's employment with UTSU/SAC.

1. TERMINATION DATE

The Employee's employment with UTSU/SAC will terminate effective April 30, 2015.

2. NOTICE

UTSU/SAC will provide the Employee with a lump sum payment of \$7,862.58, equal to six (6) week's salary, representing the Employee's notice and entitlement as prescribed under Article 9 of the Employee's Employment Agreement. Payment will be made through the usual means as part of the week ending April 26, 2015 pay cycle.

3. SEVERANCE

UTSU/SAC will provide the Employee with a lump sum payment of \$136,284.72, equal to two (2) years' salary, representing the Employee's severance and entitlement as prescribed under Article 9 of the Employee's Employment Agreement. Payment will be made through the usual means as part of the week ending April 26, 2015 pay cycle.

4. VACATION

UTSU/SAC will provide the Employee with a lump sum payment of \$6,552.15, equal to five (5) week's vacation. Payment will be paid through the usual means as part of the week ending April 26, 2015 pay cycle.

5. OVERTIME

UTSU/SAC will provide the Employee with a lump sum payment of \$97,026.93, equal to 1,974.5 hours of overtime at a rate of \$49.14 per hour (time and a half) as prescribed by the Ontario Employment Standards Act, 2000. Payment will be paid through the usual means as part of the week ending April 26, 2015 pay cycle.

6. GROUP BENEFITS

The Employee's group benefits coverage, including RRSP entitlements, will continue for eight (8) weeks, ending on June 12, 2015, as prescribed under Article 9 of the Employee's Employment Agreement.

CW YBK [Signature]

**7. RECORD OF EMPLOYMENT**

The Employee's Record of Employment will be provided to the Employee no later than five (5) days of the last payment made to her by the UTSU/SAC.

**8. CHANGE OF ADDRESS**

In the event that the Employee changes her address, she shall notify the Financial Coordinator so that the Employee's 2015 T4 is sent to the correct address.

**9. REFERENCES**

At the request of the Employee, UTSU/SAC will provide a letter confirming her employment with UTSU/SAC.

**10. RETURN OF COMPANY PROPERTY**

Upon termination of the Employee's employment, she is required to return all UTSU/SAC property and material in her possession, and is not to retain copies of such materials.

**11. NON-DISPARAGEMENT**

The UTSU/SAC agrees not to make any derogatory statements or remarks about the Employee to any and all individuals, businesses, organizations or entities.

**12. CONFIDENTIALITY**

The terms of this Termination Agreement and the contents of this document (the "Terms of Termination") will be kept confidential between UTSU/SAC and the Employee and UTSU/SAC and the Employee will not, directly, indirectly, or through their agents, discuss or disclose them, except as follows:

- The Employee may disclose the Terms of Termination to her immediate family members, legal advisors and financial advisors; and
- The Employer may disclose the Terms of Termination to its legal and financial advisors

The UTSU/SAC will seal the Employer's employment file and will not provide access to any party except as required by law.

**13. RELEASE**

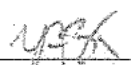
The Employee's payments as discussed above is conditional upon her having signed, witnessed, dated and returned the attached copy of this letter and the Release to UTSU/SAC by April 20, 2015.

IN WITNESS WHERE OF the parties have executed this agreement.

  
\_\_\_\_\_  
WITNESS

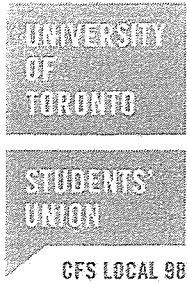
  
\_\_\_\_\_  
SANDRA HUDSON

**STUDENTS' ADMINISTRATIVE COUNCIL OF THE UNIVERSITY OF TORONTO:**

  
\_\_\_\_\_  
PER: YOLEN BOLLO-KAMARA  
PRESIDENT

  
\_\_\_\_\_  
PER: CAMERON WATHEY  
VICE-PRESIDENT, INTERNAL &  
SERVICES

## APPENDIX E



## MUTUAL RELEASE

WHEREAS the undersigned (the "Employee") was an employee of the Students' Administrative Council of the University of Toronto operating as the University of Toronto Students' Union (the "UTSU/SAC");

AND WHEREAS the Employee's employment with the UTSU/SAC has been terminated,

NOW THEREFORE, in consideration of the UTSU/SAC's offer to provide payments to the Employee in accordance with the Employee's Employment Agreement, and for other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Employee and the UTSU/SAC covenant and agree as follows:

### 1. FULL AND FINAL RELEASE

The Employee does hereby release and forever discharge the UTSU/SAC, its successors, administrators, assigns, affiliates and related companies, and their directors, officers and employees (the "UTSU Released Parties") of and from all actions, causes of action, damages, claims, cross claims and demands whatsoever, (including all damage, loss and injury not now known or anticipated, but which may arise in the future and all effects and consequences thereof), however and wherever arising, which the Employee had, now has, or which the Employee, her heirs, administrators and assigns or any of them hereafter can, shall or may have in respect of the Employee's employment by the UTSU/SAC or the termination thereof.

The UTSU/SAC does hereby release and forever discharge the Employee, her heirs, administrators, and assigns (the "Employee Released Parties") of and from all actions, causes of action, damages, claims, cross claims and demands whatsoever, (including all damage, loss and injury not now known or anticipated, but which may arise in the future and all effects and consequences thereof), however and wherever arising, which the UTSU/SAC had, now has, or which the UTSU/SAC, its successors, administrators and assigns or any of them hereafter can, shall or may have in respect of the Employee's employment by the UTSU/SAC or the termination thereof.

The Employee and UTSU/SAC further agree not to make or continue any claim or take or continue any proceeding against the UTSU Released Parties and the Employee Released Parties, respectively, in Canada or elsewhere in the world, with respect to the employment of the Employee by the UTSU/SAC or with respect to the termination of the Employee's employment.

The Employee warrants that the Employee has disclosed to the UTSU/SAC any and all human rights complaints, concerns or issues arising out of or in respect of the Employee's rights under the *Human Rights Code (Ontario)* and warrants that the Employee knows of no violation of the Employee's rights under the *Human Rights Code (Ontario)* during the term of the Employee's employment with the UTSU/SAC and is not asserting any rights or advancing any human rights claim or complaint pursuant to the *Human Rights Code (Ontario)*.


It is understood and agreed that both this release and any consideration transferred hereunder are deemed to be no admission whatsoever of liability on the part of the Employee Released Parties or the UTSU/SAC released parties and such liability is expressly denied.

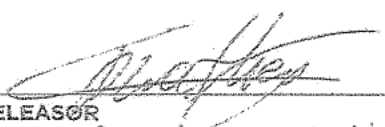
YRK LW [Signature]



CFS LOCAL 98

IN WITNESS WHERE OF this agreement has been executed before the undersigned witness by the Vice-President, Internal & Services of the UTSU/SAC on the 16 day of April, 2015.

  
\_\_\_\_\_  
WITNESS  
Name: Grace J. [unclear]

  
\_\_\_\_\_  
RELEASOR  
Name: Cameron Wathey  
"I HAVE THE AUTHORITY TO BIND THE CORPORATION"

YB-A 



THE STUDENTS' ADMINISTRATIVE  
COUNCIL OF THE UNIVERSITY  
OF TORONTO  
PLAINTIFF

and

SANDRA HUDSON,  
YOLEN BOLLO-KAMARA  
and CAMERON WATHEY  
DEFENDANTS

Court file No.:

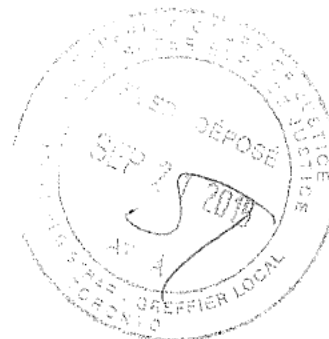
CV-15-536828

ONTARIO  
SUPERIOR COURT OF JUSTICE

Proceeding commenced at Toronto

STATEMENT OF CLAIM

COPIED TO FILE	COPIÉ À DÉPOSER
FILED	DEPOSÉ
DATE	DATE
Sep 21 2015	
"A. Monkhouse" PER S.F.	
SOLICITOR FOR THE	
AM/CAUT POUR LE	



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