



Court File No. **VLC-S-S-260812**

Court File No. _____
Vancouver Registry

IN THE SUPREME COURT OF BRITISH COLUMBIA

BETWEEN:

SPUZZUM FIRST NATION

PLAINTIFFS

AND:

NLAKA'PAMUX NATION TRIBAL COUNCIL

AND

**LYTTON INDIAN BAND, SKUPPAH INDIAN BAND, BOOTHROYD INDIAN BAND,
OREGON JACK CREEK INDIAN BAND**

AND

**FRASER THOMPSON INDIAN SERVICES SOCIETY, A CHOOMEENSH A
NLAKA'PAMUX GP LTD., A CHOOMEENSH A NLAKA'PAMUX LIMITED
PARTNERSHIP, A.E.W. GP LTD., A.E.W. LIMITED PARTNERSHIP, JOU DEM
CONSTRUCTION GP LTD., JOU DEM LIMITED PARTNERSHIP, NHWELMEN
CONSTRUCTION GP LTD., NHWELMEN CONSTRUCTION LIMITED PARTNERSHIP,
1382181 B.C. LTD., 1382181 LIMITED PARTNERSHIP, SHQUAQUASH ENERGY GP
LTD., SHQUAQUASH ENERGY LIMITED PARTNERSHIP, QUA-YMN SOLAR LP,
QUA-YMN SOLAR HOLDINGS INC., KNTAM A SHAYTKNMAHH: WE HELP THE
PEOPLE GP LTD., KNATAM A SHAYTKNMAHH: WE HELP THE PEOPLE LIMITED
PARTNERSHIP**

DEFENDANTS

NOTICE OF CIVIL CLAIM

This action has been started by the plaintiff(s) for the relief set out in Part 2 below.

If you intend to respond to this action, you or your lawyer must

- a) file a response to civil claim in Form 2 in the above-named registry of this court within the time for response to civil claim described below, and
- b) serve a copy of the filed response to civil claim on the plaintiff.

If you intend to make a counterclaim, you or your lawyer must

- c) file a response to civil claim in Form 2 and a counterclaim in Form 3 in the above-named registry of this court within the time for response to civil claim described below, and
- d) serve a copy of the filed response to civil claim and counterclaim on the plaintiff and on any new parties named in the counterclaim.

JUDGMENT MAY BE PRONOUNCED AGAINST YOU IF YOU FAIL to file the response to civil claim within the time for response to civil claim described below.

Time for response to civil claim

A response to civil claim must be filed and served on the plaintiff(s),

- a) if you were served with the notice of civil claim anywhere in Canada, within 21 days after that service,
- b) if you were served with the notice of civil claim anywhere in the United States of America, within 35 days after that service,
- c) if you were served with the notice of civil claim anywhere else, within 49 days after that service, or
- d) if the time for response to civil claim has been set by order of the court, within that time.

CLAIM OF THE PLAINTIFF

PART 1: STATEMENT OF FACTS

OVERVIEW

1. The Plaintiff, Spuzzum First Nation ("**Spuzzum**" or "**SFN**"), is a member of the Nlaka'pamux Nation, located in an area referred to as the Province of British Columbia, Canada.
2. The Nlaka'pamux Nation Tribal Council ("**NNTC**") purports to represent the interests of the Nlaka'pamux First Nations, including SFN, in dealings with the Crown and various third parties. NNTC has, at all material times, held itself out to the public, government agencies, and SFN as an organized body capable of entering binding agreements, exercising decision-making authority, and performing obligations on behalf of the Nlaka'pamux Nation and its member communities.
3. Despite asserting authority to represent SFN's interests, NNTC has acted contrary to SFN's best interests, including by keeping funds, assets, payments, and other economic benefits that were allocated, owed, or intended for SFN. NNTC has failed or refused to remit those funds or benefits to SFN, and has further failed or refused to provide an accounting for monies, assets, or interests received on SFN's behalf, despite repeated demands.
4. NNTC continues to represent itself as the only legitimate entity, agent, or party that can speak for Nlaka'pamux people and their communities, including SFN, even when advised by those communities that NNTC could no longer do so. And it represented itself as operating in that capacity to the exclusion of its members,

such as SFN. In appropriating this bargaining position for itself, NNTC has collected benefits rightfully belonging to other Nlaka'mux people, through their individual nations, such as SFN.

5. SFN sues to recover losses and benefits wrongfully withheld and asserts claims against NNTC for breach of fiduciary duty, breach of trust, breach of contract, and unjust enrichment.

THE PARTIES

The Nlaka'mux Nation Tribal Council

6. The Nlaka'mux Nation (also known as "Thompson River Salish") is a self-governing collective First Nation, comprised of fifteen Indian Bands.¹ It is an Interior Salish First Nation in southern British Columbia, with traditional territory along the Fraser and Thompson Rivers, encompassing the Fraser Canyon and Nicola Valley.
7. NNTC is an unincorporated association. It represents itself as the self-governing body of the Nlaka'mux. It further represents that it was established and exists to protect and advance inherent Nlaka'mux title and rights, independent of the title and rights existing and enshrined under s. 35 of the *Constitution Act*.² NNTC membership is based on membership as a community member of Nlaka'mux, and not based on band status under the Act.
8. NNTC has an address at Box 430, 1632 St. Georges Road, Lytton, BC V0K 1Z0. NNTC's business address is Suite 1750 - 400 Burrard Street, Vancouver, BC, V6C 3A6.
9. Currently, the membership of NNTC includes Lytton Indian Band, Skuppah Indian Band, Boothroyd Indian Band, and Oregon Jack Indian Band.
10. Further, many more communities were former members of NNTC, including: the Ashcroft Indian Band, Boston Bar First Nation, Coldwater Indian Band, Cook's Ferry Indian Band, Kanaka Bar Indian Band, Lower Nicola Indian Band, Nicomen Indian Band, Nooaitch Indian Band, Shackan First Nation, and Siska Indian Band, none of which are members now.

¹ Indian Bands, as created under the *Indian Act*, R.S.B.C. 1996, c. I-5 (the "**Act**")

² The Constitution Act, 1982, Schedule B to the Canada Act 1982 (UK), 1982, c 11 (the "**Constitution**")

The Spuzzum First Nation

11. SFN is a Nlaka'pamux aboriginal nation, and a band under the Indian Act, located about thirty kilometres north of Hope, BC. For this litigation, its address is c/o 720-789 West Pender, Vancouver, BC V6C 1H2.
12. SFN's traditional territory is in the Lower Fraser Canyon region of British Columbia between Boston Bar and Yale, encompassing both sides of the Fraser River, as well as the adjacent Coastal and Cascade Mountain Ranges and associated watersheds.
13. Schedule "A" to this notice of civil claim graphically depicts the geographic area SFN claims as its traditional territory. SFN's traditional territory is as follows:
 - a. Lands centred at Spuzzum BC, extending upriver as far as Tsileuh Creek on the right bank of the Fraser River, 2km north of Black Canyon.
 - b. The downriver boundary is Sawmill Creek and extends as far south as Yale.
 - c. To the west, it extends to Harrison Lake, including the Clear Creek Hot Springs, as well as the watersheds of Spuzzum and Inkawthia Creeks, Inkawthia Lake, Inkawthia Mountain, Urquhart Mountain, the Silver River, and Spuzzum Mountain.
 - d. East of the Fraser River, it extends into the Cascade Mountains, including the Coquihalla Lakes, Saddle Peak, Bombtran Mountain, Gemse Peak, Bighorn Peak, Alpaca Peak, and Guanaco Peak.
 - e. To the south, it includes the watershed of the Coquihalla River to as far as Coquihalla Canyon Provincial Park, the Othello Tunnels, and the Sunshine Valley.
 - f. Historical land use includes areas much further south, including resource sites at Chilliwack Lake, as well as quarry sites within the Nooksack & Skagit River watersheds south of the Canada/USA border.

The Current Members of NNTC

14. Lytton Indian Band ("**Lytton**") is a Nlaka'pamux First Nations government, and a band under the Indian Act, along the Trans-Canada Highway, between the towns of

Hope and Cache Creek, in the traditional territory of Kumsheen/Camchin. Its address is 951 Main Street, Lytton, BC, V0K 1Z0.

15. The Skuppah Indian Band ("**Skuppah**") is a Nlaka'pamux First Nations government, and a band under the Indian Act, located about 2 km south of Lytton, British Columbia, along the transportation corridor near the junction of the Thompson and Fraser Rivers, in the traditional territory of Tl'kemtsin. Its address is 280 Main Street, Lytton, BC V0K 1Z0.
16. The Boothroyd First Nation ("**Boothroyd**") is a Nlaka'pamux First Nations government in the Fraser Canyon area of the Central Interior of British Columbia, and a band under the Indian Act. It has an address of 53005 Kahmoose Road, Boston Bar, BC, V0K 1C0.
17. Oregon Jack Creek Indian Band ("**Oregon Jack**") is a Nlaka'pamux First Nations government in the Thompson Canyon area of the Southern Interior of British Columbia, and a band under the Indian Act, near the town of Ashcroft. It has an address of PO Box 940, Ashcroft, BC, V0K 1A0.
18. In this notice of civil claim, all references to NNTC include Lytton, Skuppah, Boothroyd, and Oregon Jack, acting alone, in common, or jointly, through their chiefs or their representatives, for and on behalf of NNTC as the directing minds of NNTC.

NNTC's Corporate Entities

19. NNTC, ostensibly using Lytton, Boothroyd, Skuppah, Oregon Jack, and Spuzzum as limited partners (the "**Five Nations**"), created and participated in a network of corporate entities and limited partnerships designed to advance their collective economic, commercial, and business interests. NNTC established these entities, referred to in this notice of civil claim as the "**ACAN** entities", to hold assets, administer revenues, enter contracts, and conduct business activities on behalf of the member communities, as further described below.
20. Fraser Thompson Indian Services Society ("**FTISS**") is a distinct organization related to NNTC. It has an address at PO BOX 430, 1632 St. Georges Rd, Lytton, V0K 1Z0. Historically, NNTC has conducted business through FTISS.

21. a choomEEnsh a Nlaka'pamux GP Ltd. ("**ACAN GP**") is a British Columbia corporation whose sole shareholders are the Five Nations, each holding 20% of ACAN GP. NNTC established ACAN GP to manage and invest in businesses, and to represent their economic interests, including construction and resource development in BC. It has a registered and records office at P.O. Box 430 1632 St. Georges Road, Lytton, BC, V0K1Z0.
22. a choomEEnsh a Nlaka'pamux Limited Partnership ("**ACAN LP**") is the principal limited partnership through which all underlying operating partnerships in the ACAN entities are structured and financed (as set out below). NNTC established ACAN LP for economic ventures, economic development, and partnership strategy, acting as a general partner (GP) in projects such as the "Scuzzy Hydro Project".
23. ACAN GP acts as the general partner of ACAN LP, and NNTC exercises the ultimate beneficial control of ACAN LP through their ownership of ACAN GP.
24. A.E.W. GP Ltd. ("**AEW GP**") is a British Columbia corporation formed to act as the general partner of A.E.W. Limited Partnership ("**AEW LP**") and is wholly owned by ACAN GP. AEW GP exercises complete operational control of AEW LP. Its registered and records office is 400-163 W. Hastings Street, Vancouver, BC, V6B 1H5.
25. AEW LP is a limited partnership focused on construction, environmental, archaeology, wildlife protection and engineering work within the Nlaka'pamux territory in BC. Its general partner is AEW GP Ltd., and its limited partner is ACAN LP.
26. Jou-Dem Construction GP Ltd. ("**Jou-Dem GP**") is a British Columbia corporation acting as the general partner of Jou-Dem Limited Partnership ("**Jou-Dem LP**"). It is 100% owned by ACAN GP. Its registered and records office is 400-163 W Hastings Street, Vancouver, BC, V6B 1H5.
27. Jou-Dem LP is the operating partnership for construction, subcontracting and development projects throughout the Nlaka'pamux region within the ACAN group. Jou-Dem GP holds 0.01% interest as general partner, and ACAN LP holds 99.99% interest as limited partner.

28. Nhwelmen Construction GP Ltd. ("**Nhwelmen GP**") is a British Columbia corporation formed to act as the general partner of Nhwelmen Construction Limited Partnership ("**Nhwelmen LP**"). Nhwelmen GP's shareholders are ACAN GP and 1382181 B.C. Ltd. ("**138 Ltd.**") and 1382181 Limited Partnership ("**138 LP**"). ACAN GP controls it. Its mandate is to manage Nhwelmen LP's construction operations. Its registered and records office is 400-163 W Hastings Street, Vancouver, BC, V6B 1H5.
29. Nhwelmen LP is a limited partnership and participates in civil construction, mining, earthworks, aggregates, and civil infrastructure projects across the Nlaka'pamux territory. Nhwelmen GP is its general partner, and its limited partner is 138 LP.
30. 138 Ltd. is a BC company formed as the general partner of 138 LP, with its registered and records office at 400-163 W Hastings Street, Vancouver, BC V6B 1H5. Its directors are Chiefs Campbell, McIntyre, and Pasco.
31. 138 LP is a limited partnership, with a registered office at 400-163 W Hastings Street, Vancouver, BC, V6B 1H5. 138 GP is its general partner.
32. shQUAQUash Energy GP Ltd. ("**shQUAQUash GP**") is a British Columbia corporation and the vehicle through which ACAN engages in major joint ventures, including partnerships with third-parties, like BluEarth Renewables. It is 100% owned by ACAN GP. Its registered and records office is 1632 St. Georges Road, Lytton, BC, V0K 1Z0.
33. shQUAQUash Energy Limited Partnership ("**shQUAQUash LP**") is the limited partnership responsible for ACAN's renewable energy and joint venture initiatives. Its general partner is shQUAQUash GP, and its limited partner is ACAN LP.
34. shQUAQUash LP is the ACAN entity participating in the "quA-ymn Solar Limited Partnership", a joint venture with BluEarth Renewables, involving a solar project at Highland Valley Copper, about 50km southwest of Kamloops, BC. It is an important vehicle for ACAN's external investment and energy-sector collaboration.
35. ACAN LP is the 99.99% limited partner in each of the operating limited partnerships of AEW LP, Jou-Dem LP, Nhwelmen LP, and shQUAQUash LP. ACAN LP provides the financial capital for these subsidiaries, receives returns and distributions, and authorizes major operational decisions through its general partner.

36. ACAN GP serves as the general partner of ACAN LP, and through ACAN LP, controls 99.99% limited partnership interests in each of the subordinate and operating limited partnerships.
37. ACAN GP also directly owns all share capital of the operating general partner corporations in the ACAN group, including AEW GP, Jou-Dem GP, Nhwelmen GP and shQUAQUash GP.
38. ACAN GP is the central decision-maker for the entire ACAN group, issuing authorizations for loans, major expenditures, joint ventures, and other development or construction projects.
39. Nlaka'pamux Resources LP is a British Columbia limited partnership with a registered and records office at 1632 St. Georges Road, Lytton, BC, V0K1Z0.
40. Nlaka'pamux Resources Ltd. is a British Columbia corporation with a registered and records office at 1632 St. Georges Road, Lytton, BC, V0K1Z0. ACAN LP controls it. It is the general partner of the Nlaka'pamux Resources LP.
41. Kntam a shaytknmahh: We Help The People Limited Partnership is a British Columbia limited partnership with a registered office at 400 – 163 West Hastings Street, Vancouver, Province of British Columbia.
42. Kntam a shaytknmahh: We Help The People GP Ltd. is a British Columbia corporation. Kntam a shaytknmahh: We Help The People GP Ltd. is the general partner of Kntam a shaytknmahh: We Help The People Limited Partnership.

NNTC'S ASSERTIONS OF SOVEREIGNTY OVER ITS MEMBER NATIONS

43. The Nlaka'pamux is a community bound by indigenous practices, community, language, and values.
44. The Nlaka'pamux share traditions, law, and practices through their culture and stories. Those stories, traditions, laws and practices animate its laws.
45. NNTC asserts on its website that it is dedicated to acting in the best interests of the Nlaka'pamux.

46. NNTC asserts itself as a self-governing body of the Nlaka'pamux. It says that it exists to protect and advance Nlaka'pamux title and rights. NNTC asserts itself as the exclusive steward of Nlaka'pamux cultural and natural resources, environmental sustainability, economic independence, health and well-being.
47. NNTC's claim to sovereignty extends to asserting that it is the exclusive protector of the geographic boundaries of the Nlaka'pamux. Publicly, NNTC does not recognize that many current and former members of NNTC, such as SFN, assert aboriginal title and rights within the territory NNTC asserts is within its jurisdiction.
48. NNTC initially presented a comprehensive claim for indigenous rights and title to the Minister of Indian Affairs in July 1984. The Minister accepted that claim for negotiation on November 28, 1986. However, since then, no further progress has been made in negotiating or concluding that comprehensive claim.
49. NNTC does not participate in the BC Treaty Process. Instead, NNTC asserts that it negotiates individual agreements and arrangements with governments and third parties on a case-by-case basis, apparently on behalf of the Nlaka'pamux Nation, including SFN.
50. In an action started on 10 December 2003, in the Supreme Court of British Columbia, Vancouver Registry, L033531, the Nlaka'pamux Nation asserted it occupied lands, including the lands described in Schedule "A" to this notice of civil claim. This litigation has been inactive since the filing of a writ of summons.
51. At all material times, and to date, NNTC represented to its former and present members, including SFN, and the public that it:
 - a. was the governing body of the Nlaka'pamux;
 - b. is the sole, legitimate voice for the Nlaka'pamux and its sovereign interests;
 - c. exercises authority over land-use decisions, consultation processes, and economic benefits involving Spuzzum and other Nlaka'pamux communities;
 - d. is the bargaining agent to negotiate with other governments, including municipal, provincial, federal, and international agencies, for the Nlaka'pamux, including SFN;

- e. acted, and is acting, in the best interests of the Nlaka'pamux, including SFN.
52. At all material times, and to date, NNTC acted as an agent for members of the Nlaka'pamux, including SFN, with municipal, provincial, federal, and international governments, and to commercial third parties to:
- a. assert indigenous rights and interests;
 - b. negotiate and enter into commercial agreements with governments and other commercial parties;
 - c. executed formal written agreements with governments and commercial parties under the name of NNTC;
 - d. represented to third parties that it would hold property in trust for its members, including SFN;
 - e. receive, hold, manage, and disburse funds, including monies designated to benefit SFN and other Nlaka'pamux communities, and has represented to third parties and to the Crown that it has lawful authority to receive and control such funds, either directly or through FTISS; and,
 - f. owned, controlled, and managed agencies to deliver social services using money paid by federal and provincial governments to NNTC to benefit its members.
53. NNTC continues to assert that it is the sole entity and agent for the Nlakapa'mux and its member communities with whom federal, provincial, and local governments and commercial actors can deal.
54. NNTC has entered contracts, including commercial agreements, land-use arrangements, funding or revenue-sharing agreements, and project-related instruments, and has represented itself as the entity responsible for negotiating, administering, and enforcing those agreements, ostensibly, but without consent or consultation of the community it asserts as its members, on behalf of nations it claims it represents, such as SFN.

55. NNTC includes members, has appointed and elected leaders, and hires employees, agents, and contractors. It maintains offices and locations for business operations, and issues communications in its own name.
56. The current members of NNTC: the Lytton, Oregon Jack, Boothroyd, and Skuppah have historically, and continue to, act as the operating mind of NNTC through its delegates and representatives.
57. Through various contractual and corporate arrangements, NNTC controls several corporate entities, including FTISS and the ACAN entities.
58. SFN relied on all representations NNTC made to SFN, to the former and present members of NNTC, and to the public, and relied on the ostensibly authority NNTC assumed, as SFN alleges in paragraphs 43-57 of the notice of civil claim, to its detriment.

NNTC'S EXCLUSION OF SFN

59. NNTC demonstrated a sustained pattern in which it acted without lawful authority, excluded SFN from meaningful participation, represented positions contrary to SFN's interests, and interfered with SFN's governance and economic development rights.
60. SFN was a member of NNTC from about March 1981 to about summer 2020, when SFN notified NNTC of its intention to withdraw from NNTC and demanded documentation relating to SFN's participation in NNTC.
61. Despite that formal status, NNTC routinely carried on significant governance, financial, and project-level decisions without effective participation from SFN, including approving major agreements, amendments, and resolutions in meetings where SFN was absent.
62. NNTC did not take reasonable or any steps to ensure SFN was adequately informed, included, or supported in exercising its governance rights.
63. SFN repeatedly demanded orally and in writing information about SFN's participation in NNTC, the benefits SFN believed it was entitled to receive from NNTC and from money paid by third parties to NNTC, all of which were refused.

64. SFN repeatedly demanded information through its participation in the limited partnerships sponsored by NNTC, most of which were denied or ignored.
65. In doing so, NNTC engaged in negotiations and agreements in a way that created the appearance that SFN consented to NNTC's asserted mandate, despite SFN not receiving adequate information, consultation, or opportunity to meaningfully participate in these decisions, details of which include:
 - a. over several years, NNTC proceeded with major Nation-level agreements—such as the 2015, 2020, and 2023 Land and Resource Decision-Making Agreements with the Province—without consulting or involving SFN;
 - b. NNTC passed key amendments despite knowing that SFN had not participated in discussions or expressed consent;
 - c. NNTC exercised authority in dealings with third parties, including BC Hydro, Seattle City Lights, Teck/Highland Valley Copper, and provincial ministries;
 - d. NNTC represented itself as speaking for all Nlaka'pamux communities, including SFN, even where SFN neither participated in nor authorized the positions ostensibly taken on its behalf;
 - e. NNTC excluded SFN from the AEW GP resolution to acquire the Boston Bar Mill Site, and instead did not give SFN a signature line, and later sought SFN's backdated authorization to execute related subsequent documents; and,
 - f. NNTC proceeded with major economic initiatives—including the QuA-ymn Solar Project, the Scuzzy Creek Power Project, the Ashcroft Ranch acquisition, and other investments—while failing to disclose essential information to SFN, failing to include SFN in required decision-making processes, and, sometimes, acting contrary to SFN's interests.
66. NNTC's conduct caused material prejudice to SFN, including undermining SFN's ability to advance its own economic project through NNTC's objections to SFN's development and its assertions of authority over land-use decisions within SFN's traditional territory.
67. NNTC's unilateral decision-making and representation of authority, particularly without disclosure to SFN or in SFN's absence, resulted in significant governance,

economic, and consultation harms to SFN, including the impairment of SFN's ability to advance its own projects and to assert its own rights and title.

68. At the time it was founded, NNTC and its members entered into a written or unwritten agreement setting out the purposes of NNTC and the respective rights and obligations of NNTC and its members (the "Constitution").

BREACH OF NNTC CONSTITUTION

69. Through the deliberations of all the present and historical members of NNTC, through various documents in writing and through discussion, the members of NNTC created a set of norms by which it was expected that the leaders of NNTC would abide. The set of norms implied a contract binding all members to each other (the "NNTC Constitution").
70. It was an express or implied term of NNTC Constitution that NNTC, and those acting on its behalf, would act in the best interests of its members and would not improperly prefer the interests of NNTC or of one member over another.

THE B.C. HYDRO CONTRACT

71. In 2011, NNTC entered into agreements with the British Columbia Hydro and Power Authority ("**BC Hydro**") regarding a project known as the Interior Lower Mainland Transmission Project (the "**ILM Project**").
72. At all material times during the ILM Project, NNTC represented that it acted on behalf of and to benefit SFN. NNTC further represented that SFN was a Nlaka'pamux member community for whom NNTC was authorized to act.
73. The ILM Project resulted in the installation of infrastructure over the traditional territories of SFN. This work resulted in damage to an important cultural site for the Spuzzum people known as "Hole In The Rock".
74. NNTC failed to protect SFN's interests in the ILM Project, including by failing to protect Hole In The Rock. Alternatively, NNTC acquiesced to the damage to Hole In The Rock to the detriment of SFN.

75. NNTC never gave SFN copies of the contracts that NNTC made with BC Hydro regarding the ILM Project. Thus, specific facts and terms of that agreement are unknown to SFN.
76. As part of the negotiations surrounding the ILM Project, or following those negotiations, NNTC and BC Hydro entered into an agreement (the “**Hydro Contract**”) wherein:
 - a. BC Hydro would confer economic benefits to NNTC or entities NNTC controlled, including the promise to buy electricity generated at a project controlled by NNTC or an entity NNTC controlled;
 - b. BC Hydro would pay money to NNTC;
 - c. BC Hydro would pay for the services of entities NNTC controls, including AEW LP.
77. Around October 2019, BC Hydro and NNTC, or alternatively an entity which NNTC controls, including the ACAN entities, entered a contract known as the “Energy Purchase Agreement” (collectively included in the “Hydro Contract”).
78. Under the Energy Purchase Agreement, BC Hydro agreed to buy electricity generated from the solar farm project known as the quA-ymn Solar Project (the “**Solar Project**”).
79. NNTC never gave SFN copies of the Hydro Contract or the Energy Purchase Agreement. Thus, certain details of the agreements are unknown to SFN.
80. The Solar Project is controlled by entities which are controlled by NNTC, including:
 - a. shQuaQuash LP;
 - b. shQuaQuash Solar LP;
 - c. quA-ymn Solar Holdings Inc.
81. NNTC has projected the revenue of the Solar Project to exceed \$100 million.
82. NNTC has not given SFN any financial statements, an accounting, or other report detailing the ownership or profit-sharing arrangements of the Solar Project.

83. NNTC has made written statements asserting:
 - a. shQuaQuash LP is “a legal entity created by the member communities of the Nlaka’pamux Nation Tribal Council and BluEarth Renewables Inc.”;
 - b. the Solar Project is “co-owned by Nlaka’pamux communities”; and
 - c. the “Nlaka’pamux communities” alleged to co-own the Solar Project have goals which include ensuring that the Solar Project “is developed in a manner that benefits other Nlaka’pamux communities”.
84. NNTC never consulted SFN regarding SFN’s interest in, or goals for, the Solar Project.
85. Without the involvement of SFN, NNTC or entities it controls, has contracted to share the business and profits of the Solar Project with an entity known as BluEarth Renewables Inc. (“**BluEarth**”).
86. NNTC never provided SFN with details as to BluEarth’s involvement or interest in the Solar Project, including the benefits conferred to BluEarth connected to the Solar Project.
87. NNTC has never given SFN copies of agreements made with BluEarth. Thus, the full terms of those agreements are unknown to SFN.
88. NNTC has arranged for about \$500,000 to be transferred from entities controlled by NNTC to quA-ymn Solar LP to fund the Solar Project’s development. In doing so, NNTC has improperly diverted funds which ought to have been distributed to SFN.
89. NNTC has also arranged for other entities that NNTC controls to transfer additional funds to quA-ymn Solar LP to fund the Solar Project’s development. In doing so, NNTC has improperly diverted funds which ought to have been distributed to SFN. Alternatively, NNTC improperly diverted funds that ought to have been used to benefit SFN.
90. BC Hydro has performed all its obligations under the Hydro Contract.

91. NNTC, or entities NNTC controls, held funds from BC Hydro and BluEarth to benefit SFN (collectively, the “**Hydro Payments**”), but failed to remit those funds to SFN.
92. Despite demand from SFN, NNTC has never accounted for the funds or economic benefits received from BC Hydro or BluEarth to benefit SFN.
93. Despite demand from SFN, NNTC has never accounted for the funds or economic benefits received from BC Hydro or BluEarth for SFN’s benefit.
94. NNTC has not paid SFN any part of the funds of economic benefits received under the Hydro Contract or from the Solar Project.

THE B.C. TELEPHONE COMPANY/TELUS COMMUNICATIONS INC. CONTRACT

95. On January 22, 2001, SFN, NNTC, and Telus Communications Inc. (“**Telus**”) entered into a Land Use Agreement (“**Telus Contract**”) permitting Telus to install, operate, and maintain fibre-optic infrastructure on SFN’s lands. SFN and NNTC signed the Telus Contract.
96. The Telus Contract includes the following express and implied terms:
 - a. Telus may use a specified area for installing and maintaining fibre optic cables owned by BC Hydro, in and around Spuzzum lands and traditional territory;
 - b. Telus would pay a land-use fee of \$25,000 for the first 5-year term, payable in five annual instalments of \$5,000 (the “**LUA Funds**”);
 - c. NNTC would receive and hold the LUA Funds to benefit SFN;
 - d. a renewal period required the renegotiation of the fee;
 - e. Telus cannot assign or transfer the agreement without consent, except under certain conditions, like the sale of assets;
 - f. Telus cannot cause nuisance or damage to SFN lands; and,
 - g. SFN is an Nlaka’pamux member with independent indigenous title and rights over its territory and described the relationship between Telus and indigenous communities as grounded in “respect and trust.”

97. Beginning in about 2013, Telus began to perform its obligations under the Telus Contract. For example, Telus repeatedly entered SFN territory and conducted infrastructure work, including installing fibre cables through Sawmill Creek and other areas on SFN land.
98. Telus paid all or part of the LUA Funds to a bank account controlled by NNTC.
99. NNTC held the LUA Funds to benefit SFN.
100. At first, Telus represented to SFN that it could install additional high-speed connectivity infrastructure through Canadian Radio-television and Telecommunications Commission (“**CRTC**”) programs.
101. While executing its duties under the Telus Contract, Telus communicated directly with NNTC, which was purportedly acting on SFN’s behalf. However, NNTC did not disclose these communications to SFN and failed to obtain SFN’s approval, consent or authorization.
102. As a result of failing to consult with SFN, NNTC’s communications with Telus resulted in Telus conducting unauthorized work on SFN’s land.
103. SFN asserted its objection to the unauthorized work, which temporarily halted further construction and development on the Telus projects on SFN land. By 2014, SFN advised the CRTC that it no longer wished to participate in further works with Telus.
104. At various times between 2016 and 2017, NNTC further communicated with Telus regarding fibre-optic infrastructure negotiations and offered to meet with Telus regarding SFN-related projects. NNTC never sought or obtained SFN’s consent to participate in such negotiations or represent SFN’s interests.
105. In addition to funds owed under the Telus Contract, Telus paid NNTC additional funds for additional compensation, which were payable to SFN or for SFN’s interests, including a \$1 million payment to support trunk infrastructure upgrades on SFN land (the “**Modernization Funds**”).
106. Throughout 2022–2023, Telus and SFN reengaged directly and sought to modernize their relationship for telecommunications work on SFN land, in line with UNDRIP principles, SFN’s principles, and cultural protection policies.

107. In or around 2025, SFN discovered and raised concerns that NNTC had received Telus-related payments, or potentially diverted funds intended for SFN, which were payable to SFN or for SFN's interest, without SFN's knowledge or consent (the "**Telus Funds**").
108. In or about July 5, 2025, SFN told NNTC that any payments it received from Telus, including the LUA, Modernization and Telus Funds (collectively, the "**Telus Payments**"), it held in bare trust for SFN and demanded full accounting.
109. Despite demand, NNTC has failed or refused:
- a. to ever deliver to SFN any report, accounting, or notice of the Telus Payments;
 - b. to remit to SFN the Telus Payments, in whole or in part;
 - c. to pay to SFN any funds it received from Telus for SFN's benefit under the Telus Contract or any amendment to the LUA.
110. SFN has suffered harm because of these events, including:
- a. loss of compensation owed under the Telus Contract, including but not limited to the LUA Funds;
 - b. loss of control over land-use decisions within SFN territory;
 - c. intrusion and unauthorized use of its lands by Telus;
 - d. erosion of SFN's bargaining position and governance rights due to NNTC's unauthorized involvement;
 - e. impairment of SFN's ability to negotiate modern telecommunications infrastructure consistent with its needs and legal rights; and,
 - f. loss of payments or benefits owed to SFN, which NNTC acquired or diverted away from SFN, including the Modernization or Telus Funds.

TECK CONTRACT

111. Teck Highland Valley Partnership (“**Teck**”) operates the Highland Valley Copper Mine (“**HVC**”). HVC is in south-central British Columbia, near the communities of Logan Lake and Ashcroft, about 50km southwest of Kamloops.
112. HVC is a large open-pit operation which produces copper and molybdenum. Once processed, the metal concentrates are exported overseas, where the majority are sold under long-term sales contracts to smelters.
113. HVC produces a significant amount of the world’s copper and molybdenum concentrates.
114. Teck acknowledged that HVC’s operations are within the traditional territory of the Nlaka’pamux Nations. As a Nlaka’pamux Nation, this includes SFN.
115. Around 2014 and 2020, NNTC entered written contracts with Teck (the “**Teck Contracts**”).
116. During the negotiation and execution of the Teck Contracts, NNTC purported to do so as a representative of SFN and for SFN’s benefit. This included SFN’s interest in being consulted regarding the extension of HVC’s operations.
117. The Teck Contracts contained the following express or implied terms:
 - a. Teck would pay funds to NNTC, including a payment of \$1,000,000 intended to financially enable NNTC to consult behalf SFN and other Nlaka’pamux communities; and
 - b. NNTC would have the right to specific forms of participation and consultation regarding the extension of HVC’s operations on behalf of Nlaka’pamux communities, including SFN. Such forms of participation included NNTC’s inclusion in working groups and committees regarding the extension of HVC’s operations.
118. It was an implied term of the Teck Contracts that NNTC would use a portion of the funding or economic benefit received to benefit SFN.

119. Further, NNTC represented to Teck that \$1,000,000 paid by Teck to NNTC would be used by NNTC to act on behalf of and to benefit Nlaka'pamux communities, including SFN.
120. It was an implied term of the Teck Contracts that NNTC would exercise its entitlements under the Teck Contracts, including its entitlement to participation in committees and working groups, to benefit SFN.
121. From the work NNTC completed, paid for by the \$1,000,000 funding from Teck (the "**Teck Payments**"), NNTC entered into further agreements with Teck in which Teck, or its subsidiaries, paid direct compensation to or provided economic benefit to NNTC and its member communities in exchange for the traditional territories claimed by indigenous communities, such as SFN.
122. Further, NNTC represented to Teck that NNTC's participation under the Teck Contracts would be to benefit Nlaka'pamux communities, including SFN.
123. Teck has paid funds to NNTC under the Teck Contracts to NNTC.
124. NNTC has delivered no report, accounting, or notice to SFN regarding any payments or economic benefits received related to the Teck Contracts.
125. NNTC has paid none of the Teck Payments received from Teck to SFN.
126. NNTC never used the Teck Payments received from Teck to benefit SFN.

AGREEMENT WITH THE PROVINCIAL CROWN

127. Around March 29, 2013, NNTC entered into an agreement with the Province of British Columbia (the "**Crown**") known as the Economic and Community Development Agreement (the "**Crown Contract**").
128. When NNTC entered the Crown Contract, it purported to do so on behalf of and to benefit SFN.
129. The Crown Contract included:
- a. The Crown would pay NNTC a specific portion of the money the Province collected in mineral tax revenues from the operation of HVC (the "**Crown Payments**");

- b. the Crown would pay the Crown Payments into a bank account established and maintained by NNTC;
- c. NNTC would receive the Crown Payments “on behalf of, and for the benefit of, the Member Communities and their Members” which included SFN;
- d. NNTC would ensure that the Crown Payments would be used “to pursue initiatives consistent with NNTC’s socio-economic objective of enhancing the well-being of the Member Communities” which included SFN;
- e. Each year, NNTC would provide SFN with “a financial statement that includes detail on the use and allocation” of the Crown Payments; and,
- f. During the agreement, NNTC “on its own behalf and on behalf of its Member Communities” including SFN, would release the Crown from all claims relating to the mine permit of HVC.

130. NNTC also made these representations and warranties in the Crown Contract:

- a. NNTC had the legal power, capacity, and authority to enter the Crown Contract and carry out its obligations under the Crown Contract; and,
- b. NNTC entered the Crown Contract “for and on behalf of” SFN.

131. The Crown has complied with the Crown Contract by paying the Crown Payments to NNTC.

132. NNTC has not provided SFN with financial statements and information regarding the use of the Crown Payments as required by the Crown Contract, or at all.

133. NNTC has not used the Crown Payments to benefit SFN. Further, NNTC has used some or all the Crown Payments for purposes contrary to their obligations to SFN and under the Crown Contract.

134. NNTC has paid none of the Crown Payments to SFN. Further, NNTC has not paid a reasonable and proportionate amount of the Crown Payments to SFN.

135. At various times since 2013, NNTC has modified the Crown Contract by entering into updated agreements with the Crown. These changes occurred on various

dates, including, but not limited to, May 2014, March 2016, March 2018, and March 2019 (collectively, the “Crown Contract”).

136. NNTC has never provided SFN with copies of these updated Crown Contracts. Thus, specific terms may be unknown to SFN.
137. At all material times when negotiating with the Crown to modify the Crown Contract, NNTC purported to do so on behalf of and to benefit SFN.
138. In updating or replacing the Crown Contract since 2013, the Crown paid additional funds to NNTC (collectively included in the “Crown Payments”). NNTC received those funds on behalf of and to benefit specific indigenous communities, including SFN.
139. Despite demands from SFN, NNTC has never accounted for the monies received from the Crown for SFN’s benefit.

PURCHASE OF ASHCROFT RANCH

140. Entities controlled by NNTC jointly bought lands known as the “Ashcroft Ranch” from the Metro Vancouver Regional District in April 2025. The purchase price for Ashcroft Ranch was \$28 million.
141. Those entities include:
 - a. Kntam a shaytknmahh: We Help the People Limited Partnership;
 - b. Kntam a shaytknmahh: We Help the People GP Ltd.;
 - c. AEW GP;
 - d. ACAN GP; and
 - e. ACAN LP.
142. NNTC used funds owed to SFN to purchase the Ashcroft Ranch.
143. NNTC, or entities NNTC controls, borrowed about \$5 million from the Bank of Montreal to help with the purchase of Ashcroft Ranch (the “BMO Loan”).

144. NNTC, or entities NNTC controls, then executed loans between entities affiliated to NNTC to transfer the funds provided by the BMO Loan.
145. At all material times relevant to the purchase of Ashcroft Ranch, NNTC purported to act on behalf of, and to benefit, SFN as an Nlaka'pamux community.
146. Before purchasing Ashcroft Ranch, NNTC neither informed SFN nor sought its input regarding the transaction.
147. NNTC never provided SFN with the details regarding the purchase of Ashcroft Ranch, including ownership interests or financing information.
148. NNTC never provided SFN with the details regarding the BMO Loan, including which entities hold which debt obligations, to whom, when payments would be due, the identities of guarantors, and other material terms.
149. NNTC has never provided SFN with a copy of the contracts for the BMO Loan.
150. SFN has received no economic benefit from the purchase of Ashcroft Ranch.

PURCHASE OF BOSTON BAR MILL SITE

151. In 2024, NNTC purchased two real properties owned by Teal Jones Group (the "Boston Bar Mill Properties").
152. Further, NNTC arranged for entities under its control to purchase the Boston Bar Mill Properties, including AEW GP and AEW LP.
153. NNTC has never provided SFN with the details regarding the purchase of the Boston Bar Mill Properties, including ownership interests, related loans, or other information.
154. AEW GP never sought SFN's approval for the purchase of the Boston Bar Mill Properties.
155. NNTC directed and enabled AEW GP to purchase the Boston Bar Mill Properties.
156. At all material times during the purchase of the Boston Bar Mill Properties, NNTC purported to act on behalf of, and to benefit, SFN.

157. SFN has received no economic benefit from the purchase of the Boston Bar Mill Properties.

INVESTMENT IN GOLD MOUNTAIN

158. ACAN LP had an economic interest in the receivership of Gold Mountain Mining Corp. (“Gold Mountain”). Gold Mountain was a Canadian gold exploration & development company focused on its Elk Gold Project in British Columbia. Gold Mountain and its affiliates entered receivership in mid-2025 under MNP Ltd., starting a sale process for the mine and assets, with operations halted as they sought buyers and managed debt, particularly after converting debt to debentures in 2024.

159. ACAN LP never disclosed its interest in Gold Mountain or its receivership to SFN, nor has it accounted for any benefit it had or realized from the receivership process to SFN.

PART 2: RELIEF SOUGHT

160. In this Part, “Fiduciary Payments” mean all payments of funds, or any benefit, that NNTC received from the third parties described in this notice of civil claim, while presenting itself as an agent for all nations within the Nlakapa’mux, including SFN, including payments to and benefits realized by the ACAN entities, for SFN’s benefit.

161. In this Part, the contracts described in this notice of civil claim and named as the Telus Contract, the Hydro Contract, the Teck Contract, and the Crown Contract were agreements to compensate NNTC and its member communities as “Land Use Contracts”.

162. SFN seeks:

- a. a declaration that the Nlaka’pamux Nation Tribal Council is an appropriate defendant in its separate and independent capacity in this litigation;
- b. a declaration that NNTC, and each of Skuppah, Boothroyd, Lytton, and Oregon Jack Creek, was a fiduciary to SFN, owed it fiduciary duties, and breached those fiduciary duties, as follows:
 - i. NNTC would receive all the Fiduciary Payments to benefit SFN.

- ii. NNTC would report to SFN when it received Fiduciary Payments.
 - iii. NNTC would account for the Fiduciary Payments it received from all parties for SFN's benefit.
 - iv. NNTC would pay to SFN the Fiduciary Payments when received or on demand.
 - v. NNTC would pay to SFN any interest, gain, or benefit that it realized while holding the Fiduciary Payments for SFN's benefit.
 - vi. NNTC would protect and seek to maximize the value of the use and occupation of SFN's traditional territory.
- c. general damages, including:
- i. damages measured on an expectation basis for the Land Use Contracts performed entirely by NNTC;
 - ii. damages on a restitutionary basis to recover the Fiduciary Payments received by NNTC that ought to have been paid to SFN; and,
 - iii. disgorgement of any benefit that NNTC or the ACAN ventures may have realized from the use of the Fiduciary Payments;
 - iv. damages on a restitutionary basis and the disgorgement of any benefits NNTC or the ACAN entities may have received by NNTC's representation of itself to governments and third parties that NNTC represented SFN and its interests and could consent on behalf of SFN to the occupation and use of SFN's traditional territory;
- d. accounting of benefits wrongfully received and earned by NNTC;
- e. tracing of funds into other parties, including each of the ACAN entities;
- f. constructive trust over the assets of each of the ACAN ventures, Ashcroft Ranch, the Boston Bar Mill Properties, and any property or other assets realized from the receivership of Gold Mountain;

- g. an interim and permanent injunction to prevent NNTC from dealing with its assets, including the ACAN ventures and any other equity positions it has in different commercial ventures;
- h. an interim and permanent injunction to prevent NNTC from interfering with SFN's application to the federal, provincial, and local governments for the approval of its South Anderson resort because NNTC is an agent of and representative of the Nlaka'pamux Nation;
- i. an interim and permanent injunction to prevent NNTC from representing itself to federal, provincial, and local governments and other parties as representing SFN, its people, and its interests;
- j. a declaration that SFN has the right to an equitable lien over all NNTC's assets, including its interests in the ACAN ventures and any other equity positions in other commercial ventures;
- k. an order that any property to be charged by the equitable lien be sold and the proceeds of sale applied toward the amount due under the equitable lien;
- l. interest under the *Court Order Enforcement Act*, R.S.B.C. 1996, c. 78; and,
- m. costs.

PART 3: LEGAL BASIS

STATUS OF NNTC TO BE SUED

163. NNTC is an unincorporated association. However, where an unincorporated association:

- a. performs a public function or purpose;
- b. has an agreement between and amongst members that the unincorporated association to which each member of that association belongs agrees, or acts as if the association has a separate legal personality; or,
- c. where it is in the public interest to do so;

the courts may recognize that an unincorporated association has the capacity to sue and be sued.

164. NNTC meets all criteria to be treated as a party capable of being sued and to sue, including that NNTC:

- a. asserts that it is a sovereign nation;
- b. performs a public service in representing Nlaka'pamux members, including the Five Nations, and asserting their members' Indigenous title and rights; and
- c. is recognized by its current members as an agent capable of holding property, managing affairs, and binding its members to legal obligations.

165. By analogy, NNTC exists and functions as an autonomous, self-governing, and self-directing entity, holding property, directing employees, contractors, and agents, executing agreements, and representing itself to the world, provincial and federal governments, and commercial third parties, asserting its right to be recognized as such. NNTC, in its own name, is a proper defendant and capable of being sued by the SFN in this Action without the need to name all current and historical members of NNTC or the Nlaka'pamux Nation to satisfy traditional requirements when suing an unincorporated association.

BREACH OF CONTRACT

The Telus Contract

166. Telus fulfilled its obligations under the Telus Contract to SFN by paying the Telus Payments to NNTC.

167. NNTC received the Telus Payments from Telus.

168. NNTC received the Telus Payments to benefit SFN.

169. The Telus Contract included the following implied terms (the "Telus Implied Terms"):

- a. NNTC would receive the Telus Payments to benefit SFN;
- b. NNTC would report to SFN when it received Telus Payments;

- c. NNTC would account for the Telus Payments it received from Telus for SFN's benefit;
- d. NNTC would pay to SFN the Telus Payments when received or on demand; and,
- e. NNTC would pay to SFN any interest, gain, or benefit that it realized while holding the Telus Payments for SFN's benefit.

170. Such terms are implied into the written Telus Contract as terms implied by law because:

- a. the Telus Contract stipulated that the Telus Payments were paid to SFN;
- b. NNTC was a party to the Telus Contract and agreed to receive the Telus Payments on SFN's behalf; and,
- c. though the Telus Contract did not expressly define NNTC as an agent, bailiff, or trustee of the Telus Payments, the Telus Contract, objectively interpreted, defined SFN as the beneficiary of the Telus Payments. By agreeing to receive the Telus Payments for SFN's benefit, NNTC assumed the obligations akin to an agent, bailiff, and trustee.

171. NNTC breached the Telus Contract by failing to perform its obligations as defined by each of the Telus Implied Terms, as follows:

- a. without SFN's consent, using the Telus Payments for purposes other than the exclusive benefit of SFN, including:
 - i. funding the operations of NNTC; and,
 - ii. used as initial capital in each of the ACAN ventures;
- b. never reporting to SFN when it received a Telus Payment;
- c. never delivering any report, notice, or other accounting for the Telus Payments it received from Telus for SFN's benefit;
- d. never paying to SFN the Telus Payments when received or on demand;

e. earning, but not paying to SFN, financial benefits to SFN for which the supply of the Telus Payments contributed, including interest, dividends, gains, income, or other investments and benefits realized from the ACAN ventures and other ventures in which NNTC has an interest.

172. By failing to perform each of the Telus Implied Terms, NNTC caused SFN damage, including:

a. being deprived of the Telus Payments that SFN expected to receive under the Telus Contract; and,

b. being deprived of the opportunity to invest the Telus Payments that SFN should have received under the Telus Contract.

173. NNTC owes SFN damages for breach of the Telus Contract.

The BC Hydro Contract

174. BC Hydro performed its obligations to SFN under the BC Hydro Contract by paying the Hydro Payments to NNTC.

175. NNTC received the Hydro Payments paid by BC Hydro.

176. NNTC received the Hydro Payments to benefit SFN.

177. By necessary implication, the BC Hydro Contract included the following implied terms (the "Hydro Implied Terms"):

a. NNTC would receive the Hydro Payments to benefit SFN.

b. NNTC would report to SFN when it received Hydro Payments.

c. NNTC would account for the Hydro Payments it received from BC Hydro for SFN's benefit.

d. NNTC would pay to SFN the Hydro Payments when received or on demand.

e. NNTC would pay to SFN any interest, gain, or benefit that it realized while holding the Hydro Payments for SFN's benefit.

178. These terms are implied into the written BC Hydro Contract as terms implied by law because:

- a. the BC Hydro Contract stipulated that the Hydro Payments were paid to SFN;
- b. NNTC was a party to the Hydro Contract and agreed to receive the Hydro Payments on SFN's behalf; and,
- c. though the BC Hydro Contract did not expressly define NNTC as an agent, bailiff, or trustee of the Hydro Payments, the BC Hydro Contract, objectively interpreted, defined SFN as the beneficiary of the Hydro Payments; by agreeing to receive the Hydro Payments for SFN's benefit, NNTC assumed the obligations akin to an agent, bailiff, and trustee.

179. NNTC breached the Hydro Contract by failing to perform its obligations as defined by each of the Hydro Implied Terms, as follows:

- a. without SFN's consent, using the Hydro Payments for purposes other than the exclusive benefit of SFN, including:
 - i. funding the operations of NNTC; and,
 - ii. used as initial capital in each of the ACAN entities;
- b. never reporting to SFN when it received a Hydro Payment;
- c. never delivering any report, notice, or other accounting for the Hydro Payments it received from BC Hydro for SFN's benefit;
- d. never paying to SFN the Hydro Payments when received or on demand;
- e. earning, but not paying to SFN, financial benefits to SFN for which the supply of the Hydro Payments contributed, including interest, dividends, gains, income, or other investments and benefits realized from the ACAN ventures and other ventures in which NNTC has an interest.

180. By failing to perform each of the Hydro Implied Terms, NNTC caused SFN damage, including:

- a. being deprived of the Hydro Payments that SFN expected to receive under the BC Hydro Contract; and,
- b. being deprived of the opportunity to invest the Hydro Payments that SFN should have received under the BC Hydro Contract.

181. NNTC owes SFN damages for breach of the BC Hydro Contract.

The Teck Contract

182. Teck performed its obligations under the Teck Contract to SFN by paying the Teck Payments to NNTC.

183. NNTC received the Teck Payments paid by BC Hydro.

184. NNTC received Teck Payments for SFN's benefit.

185. By necessary implication, the Teck Contract included the following implied terms (the "Teck Implied Terms"):

- a. NNTC would receive the Teck Payments to benefit SFN.
- b. NNTC would report to SFN when it received Teck Payments.
- c. NNTC would account for the Teck Payments it received from Teck for SFN's benefit.
- d. NNTC would pay to SFN the Teck Payments when received or on demand.
- e. NNTC would pay to SFN any interest, gain, or benefit that it realized while holding the Teck Payments for SFN's benefit.

186. These terms are implied into the written Teck Contract as terms implied by law because:

- a. the Teck Contract stipulated that the Teck Payments were paid to SFN;
- b. NNTC was a party to the Teck Contract and agreed to receive the Teck Payments on SFN's behalf; and,

c. though the Teck Contract did not expressly define NNTC as an agent, bailiff, or trustee of the Teck Payments, the Teck Contract, objectively interpreted, defined SFN as the beneficiary of the Teck Payments; by agreeing to receive the Teck Payments for SFN's benefit, NNTC assumed the obligations akin to an agent, bailiff, and trustee.

187. NNTC breached the Teck Contract by failing to perform its obligations as defined by each of the Teck Implied Terms, as follows:

a. without SFN's consent, using the Teck Payments for purposes other than the exclusive benefit of SFN, including:

- i. funding the operations of NNTC; and,
- ii. used as initial capital in each of the ACAN ventures;

b. never reporting to SFN when it received a Teck Payment;

c. never delivering any report, notice, or other accounting for the Teck Payments it received from Teck for SFN's benefit;

d. never paying to SFN the Teck Payments when received or on demand; and,

e. earning, but not paying to SFN, financial benefits to SFN for which the supply of the Teck Payments contributed, including interest, dividends, gains, income, or other investments and benefits realized from the ACAN ventures and other ventures in which NNTC has an interest.

188. By failing to perform each of the Teck Implied Terms, NNTC caused SFN damage, including:

a. being deprived of the Teck Payments that SFN expected to receive under the Teck Contract; and,

b. being deprived of the opportunity to invest the Teck Payments that SFN should have received under the BC Hydro Contract.

189. NNTC owes SFN damages for breach of the Teck Contract.

The Crown Contract

190. The Crown fulfilled its obligations under the Crown Contract to SFN by paying the Crown Payments to NNTC.
191. NNTC received the Crown Payments paid by the Crown.
192. NNTC received Crown Payments on behalf of SFN.
193. By necessary implication, the Crown Contract included the following implied terms (the “Crown Implied Terms”):
- a. NNTC would receive the Crown Payments to benefit SFN;
 - b. NNTC would report to SFN when it received Crown Payments;
 - c. NNTC would account for the Crown Payments it received from the Crown for SFN’s benefit;
 - d. NNTC would pay to SFN the Crown Payments when received or on demand; and,
 - e. NNTC would pay to SFN any interest, gain, or benefit that it realized while holding the Crown Payments for SFN’s benefit.
194. These terms are implied into the written Crown Contract as terms implied by law because:
- a. the Crown Contract stipulated that the Crown Payments were paid to SFN;
 - b. NNTC was a party to the Crown Contract and agreed to receive the Crown Payments on SFN’s behalf; and,
 - c. though the Crown Contract did not expressly define NNTC as an agent, bailiff, or trustee of the Crown Payments, the Crown Contract, objectively interpreted, defined SFN as the beneficiary of the Crown Payments; by agreeing to receive the Crown Payments for SFN’s benefit, NNTC assumed the obligations akin to an agent, bailiff, and trustee.
195. NNTC breached the Crown Contract by failing to perform its obligations as defined by each of the Crown Implied Terms, as follows:

- a. without SFN's consent, using the Crown Payments for purposes other than the exclusive benefit of SFN, including:
 - i. funding the operations of NNTC; and,
 - ii. used as initial capital in each of the ACAN ventures;
- b. never reporting to SFN when it received a Crown Payment;
- c. never delivering any report, notice, or other accounting for the Crown Payments it received from Teck for SFN's benefit;
- d. never paying to SFN the Crown Payments when received or on demand; and,
- e. earning, but not paying to SFN, financial benefits to SFN for which the supply of the Crown Payments contributed, including interest, dividends, gains, income, or other investments and benefits realized from the ACAN ventures and other ventures in which NNTC has an interest.

196. By failing to perform each of the Crown Implied Terms, NNTC caused SFN damage, including:

- a. being deprived of the Crown Payments that SFN expected to receive under the Crown Contract; and,
- b. being deprived of the opportunity to invest the Crown Payments that SFN should have received under the Crown Contract.

197. NNTC owes SFN damages for breach of the Crown Contract.

BREACH OF NNC CONSTITUTION

198. In acting contrary to SFN's interest, including by retaining funds and assets owing to SFN, NNTC, or those acting on its behalf, breached the Constitution, causing SFN to suffer loss and damage.

THE CREATION OF THE TRUST RELATIONSHIPS

199. The written covenants in each of the Telus, BC Hydro, Teck, and Crown Contracts stipulating that NNTC would receive funds on SFN's behalf created express trusts because:

- a. the covenants appointed SFN as the beneficiary of the Telus, Hydro, Teck, and Crown Payments (collectively, the “**Fiduciary Payments**”);
- b. the covenants appointed NNTC as the holder of the Fiduciary Payments;
- c. the covenants defined the payments to be paid to SFN, through NNTC, under the Telus, Hydro, and Crown Contracts as stipulated sums;
- d. the covenants appointed NNTC as the holder of the Fiduciary Payments to benefit SFN; and,
- e. NNTC received the Fiduciary Payments.

200. NNTC was a trustee of the Fiduciary Payments to benefit SFN as beneficiary.

NNTC WAS A FIDUCIARY TO SFN

201. As a trustee of the Fiduciary Payments, NNTC is a *per se* fiduciary to SFN, the beneficiary.

202. As an agent for SFN while negotiating and managing the Telus, Hydro, Teck, and Crown Contracts and the Fiduciary Payments, and while generally holding itself out as an agent for SFN, NNTC is a *per se* fiduciary to SFN.

203. NNTC is also an *ad hoc* fiduciary to SFN:

- a. NNTC has materially significant resources, both in the size of its finances and its executive and managerial capacity, relative to SFN;
- b. NNTC represented itself to SFN, Telus, Hydro, Teck, and the Crown that it acted on SFN's behalf;
- c. While negotiating each of the Telus, Hydro, Teck, and Crown Contracts and when receiving and managing all the Fiduciary Payments for SFN's benefit, NNTC represented itself to SFN, Telus, Hydro, Teck, and the Crown as a representative of SFN and negotiated terms of each of the Telus, Hydro, Teck, and Crown Contracts apparently for SFN's benefit.
- d. By representing itself as SFN's representative to Telus, Hydro, Teck, and the Crown when negotiating the Telus, Hydro, Teck, and Crown Contracts and when

receiving the Fiduciary Payments and by accepting all those payments, NNTC acted as SFN's agent.

e. By representing itself as the sole agent who could treat on behalf of the Nlakapa'mux and Nlakapa'mux Nations, including SFN, NNTC presented itself as an agent for the SFN and undertook, unilaterally and without SFN's consent, to be an agent for SFN, including matters and events respecting Boston Bar Mill Site, Gold Mountain, Ashcroft Ranch, and other commercial ventures unknown to SFN.

f. NNTC represented to SFN that NNTC would act in SFN's best interests; and

g. NNTC exercised significant discretion to affect SFN's financial, social, and political interests through the operation of the Telus, BC Hydro, Teck, and Crown Contracts.

204. SFN relied on NNTC's representations, described in paragraph 203 of this notice of civil claim, when it allowed NNTC, whenever SFN was aware of NNTC's activities on SFN's behalf, to act for SFN's benefit.

205. During the term of the fiduciary relationship, NNTC undertook, and had to undertake, to act in the best interests of SFN by forsaking the interests of all others, including and especially itself and its ACAN entities, in favour of SFN in the use, investment, and management of the Fiduciary Payments it received.

206. SFN, to the knowledge of NNTC, was vulnerable to the exercise of the discretion or power that NNTC had as a fiduciary, being, for example:

a. the party designated under the Telus, Hydro, Teck, and Crown Contracts as the person who would receive money from the payors, rather than SFN;

b. an organization that represented itself as the sole bargaining agent for SFN when negotiating the Telus, Hydro, Teck, and Crown Contracts and that only had claims to aboriginal rights and title to the lands on which SFN and its members live;

c. acted as the sole agent with whom Telus, Hydro, Teck, and the Crown could treat when seeking consent to occupy and use the lands to which SFN claimed Aboriginal right and title;

d. SFN relied on NNTC as the sole source of information about NNTC's activities and those of NNTC entities, given NNTC's role as an exclusive bargaining agent for SFN; and,

e. represented to SFN that NNTC would act in SFN's best interests, including to advance SFN's interests above its own and to exercise reasonable diligence when managing SFN's property.

207. SFN had a legal and substantial practical interest that stood to be hurt by NNTC's exercise of discretion or control, as it allowed NNTC significant influence over the quality and quantity of the consideration it expected to receive in exchange for its consent to Telus, Hydro, Teck and the Crown for the use and occupation of SFN's traditional territory.

208. During the term of the relationship between SFN and NNTC, NNTC had the scope to exercise discretion or power over the benefits SFN expected to receive from Telus, Hydro, Teck, and the Crown and over the way SFN gave consent to these third parties, and others, to the use of their aboriginal rights and title.

209. NNTC exercised that discretion or power unilaterally to affect SFN's legal and practical interests in its aboriginal right and title.

210. As a fiduciary, NNTC owed SFN these duties:

- a. NNTC would receive all the Fiduciary Payments to benefit SFN.
- b. NNTC would report to SFN when it received Fiduciary Payments.
- c. NNTC would account for the Fiduciary Payments it received from all parties for SFN's benefit.
- d. NNTC would pay to SFN the Fiduciary Payments when received or on demand.
- e. NNTC would pay to SFN any interest, gain, or benefit that it realized while holding the Fiduciary Payments for SFN's benefit.
- f. NNTC would protect and seek to maximize the value of the use and occupation of SFN's traditional territory.

211. NTTC breached its fiduciary duties to SFN by failing to perform its fiduciary obligations implied by those duties:

- a. without SFN's consent, using the Fiduciary Payments for purposes other than the exclusive benefit of SFN, including:
 - i. funding the operations of NNTC with the Fiduciary Payments; and,
 - ii. using the Fiduciary Payments as initial capital in each of the ACAN entities;
 - iii. using the Fiduciary Payments as initial capital in transactions involving Ashcroft Ranch, Boston Bar Mill Site, and the Gold Mountain investment without SFN's consent;
- b. never reporting to SFN when it received a Fiduciary Payment;
- c. never delivering any report, notice, or other accounting for the Fiduciary Payments it received from Teck for SFN's benefit;
- d. never paying to SFN the Fiduciary Payments when received or on demand;
- e. earning, but not paying to SFN, financial benefits to SFN for which the supply of the Fiduciary Payments contributed, including interest, dividends, gains, income, or other investments and benefits realized from the ACAN ventures and other ventures in which NNTC has an interest;
- f. dealing in the SFN's traditional territory, including purporting to give consent to third parties to use and occupy SFN's traditional territory, advising SFN of this request for consent, advising SFN on the granting of this consent, obtaining this consent; and,
- g. failing to maximize the value of the use of SFN's traditional territory when purporting to deal with other governments and third parties respecting the use and occupation of SFN's traditional territory; and,
- h. failing to act only in SFN's best interests when dealing with third parties, respecting the use of SFN's traditional territory.

212. By failing to execute its fiduciary duties, NNTC caused SFN damage, including:
- a. being deprived of the Fiduciary Payments that SFN expected to receive under the Telus, Hydro, Teck, and Crown Contracts;
 - b. being deprived of the opportunity to invest the Fiduciary Payments that SFN should have received;
 - c. realizing financial benefit from the Fiduciary Payments supplied to NNTC that NNTC used to its advantage rather than SFN, including the investments it made in the ACAN entities and others, including interest, dividends, capital gain, income, and other benefits;
 - d. realizing financial benefits from the receipt of any payment or other benefit accruing to SFN from purporting to act on behalf of SFN.

UNJUST ENRICHMENT

213. NNTC was enriched by the payment of the Fiduciary Payments third-parties paid money to NNTC, which NNTC accepted and did not pay to SFN. NNTC kept the benefit of those payments.
214. Correspondingly, SFN was deprived of those Fiduciary Payments. SFN could not benefit from those funds because NNTC retained those payments.
215. If no Land Use Contracts were created, or if the Land Use Contracts were discharged by law, then there is no juristic reason for SFN's deprivation to benefit NNTC.
216. NNTC has no legitimate expectations to retain the Fiduciary Payments, and there are no moral arguments based on public policy to justify NNTC retaining the benefits of the Fiduciary Payments or any further gains, interest, or profit realized from retaining them.

BASIS FOR EQUITABLE REMEDIES

217. NNTC used the Fiduciary Payments and any other payments it received while purporting to act for SFN, for its own benefit, not for SFN. NNTC invested money into each of the ACAN ventures. Some or all the funds that NNTC invested into the ACAN ventures included the Fiduciary Payments from which it deprived SFN.

There is a direct link between the Fiduciary Payments NNTC kept from SFN and the capital NNTC invested into each of the ACAN ventures.

218. SFN does not know the proportion of funds from the Fiduciary Payments invested in each ACAN entity, nor the difference in ownership proportions that SFN has in each ACAN venture relative to the proportion of initial investment capital that originated from the Fiduciary Payments.

219. SFN requires an accounting and tracing of assets from NNTC into the ACAN ventures to determine its claim to those ACAN ventures.

Plaintiffs address for service: Ascension Law
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Email address for service: service@ascensionlaw.com

Place of trial: Vancouver, British Columbia

The address of the registry: 800 Smithe St., Vancouver, BC V6Z
2E1

Dated: 2 February 2026



Signature of Chilwin C. Cheng
Lawyer for the Plaintiffs

Rule 7-1(1) of the Supreme Court Civil Rules states:

- (1) Unless all parties of record consent or the court otherwise orders, each party of record to an action must, within 35 days after the end of the pleading period,
 - (a) prepare a list of documents in Form 22 that lists
 - (i) all documents that are or have been in the party's or parties' possession or control and that could, if available, be used by any party at trial to prove or disprove a material fact, and
 - (ii) all other documents to which the party intends to refer at trial, and
 - (b) serve the list on all parties of record.

APPENDIX

PART 1: CONCISE SUMMARY OF NATURE OF CLAIM:

Set out a concise summary of the nature of the claim and the relief required in the action

PART 2: THIS CLAIM ARISES FROM THE FOLLOWING:

A personal injury arising out of:

- a motor vehicle accident
- medical malpractice
- another cause

A dispute concerning:

- contaminated sites
- construction defects
- real property (real estate)
- personal property
- the provision of goods or services or other general commercial matters
- investment loss
- the lending of money
- an employment relationship
- a will or other issues concerning the probate of an estate
- a matter not listed here

PART 3: THIS CLAIM ARISES FROM THE FOLLOWING:

A personal injury arising out of:

- a class action
- maritime law
- aboriginal law
- constitutional law
- conflict of laws
- none of the above
- do not know

PART 4:

If an enactment is being relied on, specify which one. Do not list more than 3 enactments.

220.