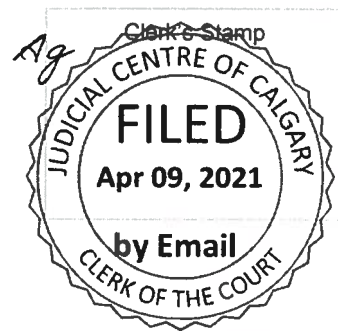


COURT FILE NUMBER 2101-04409  
COURT COURT OF QUEEN'S BENCH OF ALBERTA  
JUDICIAL CENTRE CALGARY  
PLAINTIFF DANIEL SAEZ  
DEFENDANT OGEN LTD.  
DOCUMENT **STATEMENT OF CLAIM**  
ADDRESS FOR SERVICE AND CONTACT INFORMATION OF PARTY FILING THIS DOCUMENT GUARDIAN LAW GROUP LLP  
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Calgary, AB T2G 0E5  
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Our File No. 80204-001



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#### NOTICE TO DEFENDANT(S)

You are being sued. You are a defendant.

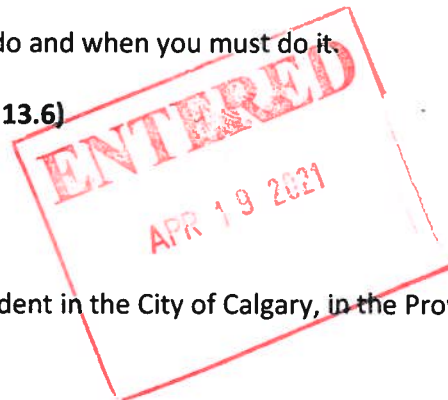
Go to the end of this document to see what you can do and when you must do it.

**Note: State below only facts and not evidence (Rule 13.6)**

**Statement of facts relied on:**

#### The Parties

1. The Plaintiff, DANIEL SAEZ is an individual resident in the City of Calgary, in the Province of Alberta.
2. The Defendant, OGEN LTD. ("OGEN") is a body corporate duly registered pursuant to the *Business Corporations Act* (Alberta) that at all material times hereto carried on business in the field of legal cannabis production in the City of Calgary, in the Province of Alberta.



### The Employment Contract

3. On or about July 29, 2019, the Plaintiff, DANIEL SAEZ was hired by the Defendant, OGEN as "Head Grower". As part of his position, the Plaintiff's duties included without limitation:
- a. Planning, organizing, controlling, scheduling and coordinating tasks to Grower Assistants in areas including cloning, planting, fertilizing, watering, crop monitoring, propagation, pest control, plant disease, nutrients, lighting, grow room maintenance, cleaning and sanitizing all production areas;
  - b. Assessing and identifying plant disease and fungus and implement an Integrated Pest Management (IPM) system;
  - c. Operating, monitoring and optimizing plant growing systems to maintain exceptional quality standards and maximize production;
  - d. Interpreting, complying, optimizing and regularly reporting to Standard Operating Procedures (SOP's), FORM's and Work Instructions;
  - e. Adhering to strict protocols outlined in Bloom's Quality Management System (QMS) and Good Production Practices (GPP);
  - f. Ensuring production staff abide by Occupational Health and Safety (OHS) protocols and procedures and are using Personal Protective Equipment;
  - g. Educating and training production staff to adhere to strict security protocols; and
  - h. Encouraging a successful team development through leadership, communication, training and support.

(the "Employment")

4. The Plaintiff, DANIEL SAEZ originally agreed to a term of the Employment with the Defendant, OGEN for a period of one year. On or about September 15, 2020, the Defendant made an offer to the Plaintiff to extend the Employment until on or about October 22, 2022, which he accepted.
5. The Plaintiff, DANIEL SAEZ relocated to Canada from Spain in pursuit of the Employment and lawfully obtained a visa to lawfully work in Canada.

6. The Plaintiff, DANIEL SAEZ diligently performed his duties on behalf of the Defendant, OGEN and provided to be a valuable, reliable, and exemplary employee and was a “key employee” with senior responsibilities.
7. At the material time, the Plaintiff, DANIEL SAEZ received compensation from the Defendant, OGEN in respect of the Employment in the following amounts on an annual basis (plus benefits and vacation time):

Base salary:	\$105,000.00;
<b>TOTAL:</b>	<b><u>\$105,000.00;</u></b> and

such further and other particulars of compensation as to be proven at the trial of this action, including without limitation pay for benefits and vacation.

8. The Employment between the Plaintiff, DANIEL SAEZ and the Defendant, OGEN included expressed or, in the alternative, implied terms to the following effect:
- a. The Plaintiff, DANIEL SAEZ’s employment would continue at a minimum until October 22, 2022;
  - b. The Defendant, OGEN would not, without reasonable cause, conduct itself in a manner calculated or likely to destroy or seriously damage the relationship of trust and confidence between itself and the Plaintiff, DANIEL SAEZ;
  - c. The Plaintiff, DANIEL SAEZ’s employment could be terminated for just cause immediately and without notice, with reasonable notice, or with pay in lieu of reasonable notice;
  - d. Just cause was contractually agreed to mean “criminal or financial misconduct or malfeasance as determined by a Court of Law and specifically does NOT apply in situations of dissatisfaction with employee job performance, or general frustration or discontent with the CAO/ Council relationship”;

- e. The Defendant, OGEN would conduct its dealings with the Plaintiff, DANIEL SAEZ fairly and in good faith; and
- f. Such further and other expressed or implied terms as to be proven at the trial of this action.

#### Breach of Employment Contract

- 9. The Plaintiff, DANIEL SAEZ faithfully and dutifully performed his duties in respect of his obligations as an employee of the Defendant, OGEN until on or about January 15, 2021 when, notwithstanding the foregoing, the Defendant dismissed the Plaintiff without just cause or reason, in breach of the Employment, acting in bad faith toward the Plaintiff (the "Wrongful Dismissal").
- 10. The Plaintiff, DANIEL SAEZ advances that due to the fixed term of the Employment with the Defendant, OGEN, the Defendant is obliged to pay any and all remuneration due under the term of the employment contract. The sum of the amount owing in employee wages under his employment contract, for which the Plaintiff claims is equal to \$183,750.00.
- 11. The Plaintiff, DANIEL SAEZ further claims payment for unused accrued vacation pay and benefits, the particulars of which to be proven at the trial of this action.

#### The Defendant's Bad Faith

- 12. At all material times hereto, the Defendant, OGEN owed the Plaintiff, DANIEL SAEZ a positive duty to act in good faith in its dealings with the Plaintiff throughout the Employment, and especially in the course of the Plaintiff's termination.

13. The Plaintiff, DANIEL SAEZ states that the Defendant, OGEN breached its duty of good faith as it engaged in egregious, high-handed, and insensitive behavior in the course of the Plaintiff's termination and resulting failure to honor its terms pursuant to the Employment and the resulting Wrongful Dismissal, including without limitation failure to pay the Plaintiff adequate pay in lieu of notice, the particulars of which to be proven at the trial of this action.
14. The Plaintiff, DANIEL SAEZ advances that, in requiring him to relocate to Canada from Spain, he has incurred and will continue to incur additional losses and damages in attempting to mitigate his losses, including travel and potential relocation costs for which the Defendant, OGEN, acting in bad faith, is liable. The particulars of this head of damage will be proven at the trial of this action.
15. In the particulars of bad faith pled, the Plaintiff, DANIEL SAEZ states that the conduct of the Defendant, OGEN has been so public, egregious, and deplorable that it warrants the condemnation of this Court. The Plaintiff claims additional damages as against the Defendant in respect of this bad faith, as aggravated, punitive, and exemplary damages.

#### Further Damages and Particulars

16. The Plaintiff, DANIEL SAEZ has attempted to mitigate his loss by seeking alternate similar employment and starting his own business, but as of this date has been wholly or, in the alternative, partially unsuccessful in securing same.
17. As a result of the Defendant, OGEN's conduct in the course of the Plaintiff, DANIEL SAEZ's termination and consequent breach of its duty of good faith, the Plaintiff has suffered and will continue to suffer psychological damage, the particulars of which to be proven at the trial of this action.

18. The Plaintiff, DANIEL SAEZ has incurred and will continue to incur numerous and various out-of-pocket expenses (“special damages”) due to the Wrongful Dismissal, the particulars of which to be proven at the trial of this action.

#### **Remedy Sought**

The Plaintiff, DANIEL SAEZ claims against the Defendant, OGEN as follows:

- a. A declaration that the Defendant has breached a contract as between itself and the Plaintiff or, in the alternative, a declaration that the Plaintiff has been wrongfully dismissed by the Defendant;
- b. Damages for breach of contract or for pay in lieu of notice in the amount of \$183,750.00;
- c. Damages for unpaid vacation pay and benefits, the particulars of which to be proven at the trial of this action;
- d. Damages for travel and relocation costs, the particulars of which to be proven at the trial of this action;
- e. Damages for psychological issues as a result of the Wrongful Dismissal, the particulars of which to be proven at the trial of this action;
- f. Aggravated, punitive, and exemplary damages for bad faith in the amount of \$10,000.00 or, in the alternative, such other amount as this Court deems just and proper;
- g. Special damages in an amount to be proven at the trial of this action;
- h. Judgment interest pursuant to the *Judgment Interest Act* (Alberta);
- i. All goods and services tax payable on any judgment amounts, including costs pursuant to the *Excise Tax Act*, R.S.C. 1985 c.E-15, as amended;
- j. Costs of this action on a solicitor and his/her own client basis; and
- k. Such further and other relief as this Court deems just and proper.

**NOTICE TO THE DEFENDANT(S)**

You only have a short time to do something to defend yourself against this claim:

20 days if you are served in Alberta

1 month if you are served outside Alberta but in Canada

2 months if you are served outside Canada.

You can respond by filing a statement of defence or a demand for notice in the office of the clerk of the Court of Queen's Bench at Calgary, Alberta, AND serving your statement of defence or a demand for notice on the plaintiff's(s') address for service.

**WARNING**

If you do not file and serve a statement of defence or a demand for notice within your time period, you risk losing the law suit automatically. If you do not file, or do not serve, or are late in doing either of these things, a court may give a judgment to the plaintiff(s) against you.