



NO. S064619
VANCOUVER REGISTRY

IN THE SUPREME COURT OF BRITISH COLUMBIA

BETWEEN:

MATHEW HUFF, STEVEN LEE, JOHNNY WOO and
LAURA ANDERSON

PETITIONERS

AND:

KWANTLEN UNIVERSITY COLLEGE STUDENT ASSOCIATION,
KWANTLEN UNIVERSITY COLLEGE, DANISH BUTT,
JATINDER (JOEY) ATWAL, JAIVIN KHATRI, HARVEY MANN,
BIKRAM GILL, DILSHAD CHEEMA, KULVIR GILL, ANDRE LESUR,
AJAY CHEEMA and AARON TAKHAR

RESPONDENTS

NOTICE OF MOTION

To: The Respondents Kwantlen University Student Association, Danish Butt, Jatinder (Joey) Atwal, Jaivin Khatri, Ajay Cheema and Aaron Takhar

And To: Their Solicitor

TAKE NOTICE that an application will be made by the Petitioners to a Judge of the Court at the Courthouse at 800 Smithe Street, Vancouver, British Columbia, at a date and time to be set, for an Order that:

1. The Respondents Danish Butt, Jatinder (Joey) Atwal, Jaivin Khatri, Ajay Cheema and Aaron Takhar (the "Individual Contemnors") be committed to jail or fined, or both for contempt of Court for wilfully disobeying the Order of the Honourable Mr. Justice Bauman pronounced on August 21, 2006 (the "August Order") and for their contempt of Court and contumacious defiance of the authority and dignity of this Court from the period of August 21, 2006 to date by:
 - (a) Campaigning outside the campaign period designated in paragraph 7(c)(iv) of the August Order;
 - (b) Holding themselves and others out as holding positions other than "Interim Council Members", contrary to paragraph 8 of the August Order;

- (c) Governing the Kwantlen Student Association (the "KSA") contrary to paragraph 8 of the August Order, and in particular, but without limiting the generality of the foregoing, disbursing KSA funds without the authorization of the Interim Council, contrary to paragraphs 8 and 11 of the August Order;
 - (d) Failing to provide the members of the Interim Council with any financial information, contrary to paragraph 13 of the August Order;
 - (e) Failing to provide the members of the Interim Council with information that would reasonably assist in establishing the "day-to-day operations" of the KSA, contrary to paragraph 11 of the Court Order; and
 - (f) Permitting, causing, directing, inflicting, facilitating or encouraging the KSA to conduct itself in contempt of this Court and to disobey the August Order as set out in paragraph 2 below;
2. The Respondent, Kwantlen University Student Association (the "KSA") be fined for contempt of Court for wilfully disobeying the August Order and for its contempt of Court and contumacious defiance of the authority and dignity of this Court from the period of August 21, 2006 to date by:
- (a) Expending funds and entering into contracts, including hiring staff, other than in the ordinary course of business for the day-to-day operations of the KSA, contrary to paragraph 11 of the August Order;
 - (b) Expending funds on campaigning by various members of the Interim Council of the KSA and others contrary to paragraphs 7(c)(iv) and 11 of the August Order;
 - (c) Failing to provide the members of the Interim Council with any financial information, contrary to paragraph 13 of the August Order;
 - (d) Failing to provide the members of the Interim Council with information that would reasonably assist in establishing the "day-to-day operations" of the KSA, contrary to paragraph 11 of the August Order; and
 - (e) Posting notices on the website and on posters (the "Illegal Posters") indicating that the Individual Contemnors and Interim Council members Ken McIntyre, Stafford Richter, Mandy Sidhu and Brian Tran hold positions other than "Interim Council Members", contrary to paragraph 8 of the August Order;
 - (f) Failing to include Steven Lee and Laura Anderson in notices listing the members of the "Board of Directors", on the KSA website or otherwise, contrary to paragraph 8 of the August Order;
 - (g) Posting bylaws on the KSA website other than the Bylaws as defined by paragraph 4 of the August Order; and

- (h) Posting regulations on the KSA website other than the Regulations as defined by paragraph 6 of the August Order;
3. An Order that the Regulations of the KSA be deemed to be those included in Exhibit "P" to the affidavit of Laura Anderson affirmed September 22, 2006;
 4. An Order enjoining the KSA from engaging in any advertising activities, other than as required for the conduct of the General Election as determined by the CRO. Such injunction shall specifically include, but not be limited to, the posting of any posters (including posters advertising the "Student Vision Plan"), posting advertising on the KSA website, distributing leaflets, purchasing advertising in the *Kwantlen Chronicle*, and distributing any goods or services of any kind;
 5. An Order in the nature of *mandamus* requiring the KSA to, within 24 hours of the pronouncement of this Order:
 - (a) Take down all advertising posters;
 - (b) Post the Bylaws as defined by the August Order and the Regulations as defined by this Order, as well as a copy of the August Order and a copy of this Order on its website and to remove all references thereon to any bylaws, regulations or rules other than the Bylaws and the Regulations; and
 - (c) Remove all references on its website, posters or other notices that refer to any person holding a position as a director, executive member, council member or any other position that might be indicative of a role in the governance of the KSA until the New Council takes office;
 6. An Order enjoining any persons from using the term "Student Vision", "Student Vision Party" or "Student Vision Plan" or any variation or abbreviation thereof for the purpose of campaigning for the General Election;
 7. A declaration that the Individual Contemnors and all of the following persons, all of whom had notice of the August Order and have been depicted on the Illegal Posters, have committed a serious campaign violation pursuant to the Regulations of the KSA as they pertain to the conduct of the elections and that the question of the appropriate penalty be referred to the CRO, to be determined by the CRO at the CRO's sole discretion:
 - (a) Jamsheed Khan;
 - (b) Ken McIntyre;
 - (c) Stafford Richter;
 - (d) Mandy Sidhu; and
 - (e) Brian Tran;

8. An Order appointing Pricewaterhouse Coopers Inc., Licensed Trustee in Bankruptcy, having an office at 250 Howe Street, in the City of Vancouver, Province of British Columbia, as the Receiver-Manager of all of the property, rights, assets, businesses and undertaking whatsoever and wheresoever, present and future, including goodwill and uncalled capital of the KSA (the "Property") with power to act at once and until the New Council takes office or until further Order of this Court, with full authority and the power to enter into and take possession of all of the Property, without bond or security, including further Orders that:
- (a) the Individual Contemnors and all other officers, directors, solicitors, accountants, agents, employees, members and any other persons having notice of this Order shall forthwith deliver over to Pricewaterhouse Coopers Inc. (herein referred to as the "Receiver-Manager") all of the Property, as well as all contracts, banking records, books, documents, papers and records of every kind relating thereto, including, but not limited to, access to all computers and electronic storage and processing facilities in the possession of or utilized by the KSA;
 - (b) the powers of the Interim Council and any other persons purporting to be directors, officers and employees of the KSA cease with respect to the Property and the business and undertaking of the KSA shall cease until the Receiver-Manager is discharged;
 - (c) no action or proceeding at law or in equity or other proceeding shall be taken or continued against the Receiver-Manager and no action or proceeding shall be taken or continued against the property of the KSA in the control and custody of the Receiver-Manager without leave of this Court first being obtained;
 - (d) the appointment of the Receiver-Manager shall not make the Receiver-Manager an employer or a successor employer, or payor for any purpose whatsoever, including, without limitation, pensions, benefits, or any legislation governing employment standards or labour standards or pension benefits or health and safety or any other statute, regulations or rule of law or equity;
 - (e) the Receiver-Manager shall, forthwith and from time to time, be fully authorized and have the power to:
 - (i) do all things necessary to preserve, protect, maintain and deal with the assets of the KSA including, but not limited to:
 - A. receive and collect rents;
 - B. collect interest and principal with respect to any mortgages held by the KSA and to provide statements of account thereto and to renew any mortgages on behalf of the KSA if appropriate;
 - C. pay taxes and utilities;

- D. insure and effect repairs to the Property as necessary in the Receiver-Manager's opinion;
 - E. negotiate leases;
 - F. execute and prosecute or defend all suits, proceedings and actions at law or in equity and to appear in and conduct the prosecution or defence of any such suits, proceedings and actions now pending or that may be initiated in any Court or before any administrative body against the KSA, where the prosecution or defence is, in the judgment of the Receiver-Manager, necessary for the proper protection of the Property;
 - G. settle and pay any claims, and enter into and make such arrangements and compromise with such other persons or parties, as in its discretion the Receiver-Manager may deem necessary or advisable;
- (ii) open new bank accounts for the KSA and receive cash balances from existing bank accounts;
 - (iii) borrow money on behalf of the KSA in the form of a Receiver's Certificate subject to the further approval of the Court as to any amount intended to be borrowed;
 - (iv) modify or close the businesses and operations, or any part thereof, of the KSA as in its discretion the Receiver-Manager may deem necessary or desirable;
 - (v) pay such debts of the KSA as the Receiver-Manager deems necessary or advisable to pay in order to properly operate or maintain the business and affairs of the KSA in relation to the Property or to properly manage and realize on the Property, which payments shall constitute a charge on the Property ranking in accordance with the priority granted for the Receiver-Manager's fees and disbursements;
 - (vi) collect, realize or otherwise deal with all debts, accounts, claims, monies and choses in action due to or owing to the KSA and pay out of monies coming into the Receiver-Manager's hands such accounts, claims, monies and choses in action owed by the KSA or anyone on behalf of the KSA in such a manner and at such time or times as the Receiver-Manager deems necessary or desirable and grant releases and discharges and otherwise deal with the debtors of the KSA in relation to the Property and debts, accounts, claims, monies, choses in action and other documents held or owned by the KSA in such a manner as the Receiver-Manager deems necessary or desirable, and any payments shall constitute a charge on the Property ranking in accordance with the priority granted for the Receiver-Manager's fees and disbursements;

- (vii) employ and retain such agents, assistants, employees, solicitors and auditors as the Receiver-Manager deems necessary or advisable for the purpose of protecting, preserving or dealing with the Property or exercising the powers granted hereunder and enter into agreements with any person, firm or corporation for such purposes, and any expenditure or charge that shall be properly incurred by the Receiver-Manager in so doing shall constitute a charge on the Property ranking in accordance with the priority granted for the Receiver-Manager's fees and disbursements;
 - (viii) review records and conduct searches to identify other potential assets of the KSA and take steps to secure such assets for the benefit of the KSA;
 - (ix) prepare or cause to be prepared such necessary financial statements and government returns required to be filed by the KSA; and
 - (x) take such further and other steps as the Receiver-Manager deems necessary or desirable to preserve, protect or deal with the Property;
- (f) the Receiver-Manager may engage legal counsel and other agents and advisors (including other members of Pricewaterhouse Coopers Inc. or persons affiliated with Pricewaterhouse Coopers Inc.) as it considers necessary to advise and assist it in the exercise of its powers and discharge of its obligations;
- (g) in addition to the rights and protections afforded to the Receiver-Manager as an officer of the Court, the Receiver-Manager shall incur no liability or obligation as a result of its appointment for the fulfilment of its duties in the carrying out of the provisions of this Order, except for gross negligence or wilful misconduct on its part, and:
- (i) no action or other proceedings shall be commenced against the Receiver-Manager or Pricewaterhouse Coopers Inc. or related entities as a result of or relating in any way to its appointment as Receiver-Manager, except with prior leave of the Court and on at least seven (7) days notice to the Receiver-Manager and its counsel and upon further Order securing as security for costs the solicitor and own client costs of Price Waterhouse Coopers Inc., if any, in connection with such action or proceedings; and
 - (ii) the liability of Pricewaterhouse Coopers Inc. shall not in any event exceed the quantum of fees and disbursements paid to or incurred by it in connection with this proceeding;
- (h) subject to any final assessments as may be ordered by this Court, the reasonable fees and disbursements of the Receiver-Manager (including solicitor and client fees and the disbursements of its legal counsel) shall be paid by the KSA and shall constitute a first charge on the assets of the KSA;
- (i) the Receiver-Manager and the Receiver-Manager's legal counsel may render accounts on a monthly basis or longer intervals as appropriate and the KSA shall

pay these accounts when rendered, subject to later review by the District Registrar;

- (j) no bond or security need be posted by the Receiver-Manager;
 - (k) the Receiver-Manager shall address any correspondence to counsel for both parties and shall provide counsel for both parties with copies of any financial statement and government returns prepared by the Receiver-Manager, including any working papers;
9. An Order enjoining all persons from holding themselves out as holding a position as a director, executive member, council member or any other position that might be indicative of a role in the governance of the KSA until the New Council takes office;
 10. An Order enjoining the Individual Contemnors and any other persons apart from the Receiver-Manager or the CRO from disbursing any funds whatsoever on behalf of the KSA until the New Council takes office;
 11. An Order directing the Receiver-Manager, within 48 hours of being provided with all of the Property, as well as all contracts, banking records, books, documents, papers and records of every kind relating thereto, including but not limited to access to all computers and electronic storage and processing facilities in the possession of or utilized by the KSA pursuant to paragraph 8(a) above, to make its best efforts to provide counsel for both parties with the information required by paragraph 13 of the August Order and any other financial information as shall be requested by either of the parties;
 12. An Order directing that the Receiver-Manager disburse whatever funds are necessary, in the sole discretion of the CRO, for the proper conduct of the General Election including, but not limited to, such fees as may be necessary for the CRO to consult with or retain counsel;
 13. An Order that, in the event that the CRO is unwilling or unable to act, the Receiver-Manager assume the duties of the CRO and, to the extent possible, conduct the General Election in accordance with the terms of the August Order;
 14. The parties, the Receiver-Manager and the CRO shall be at liberty to apply to apply to the Court with respect to any matter arising pursuant to this Order, and any legal costs incurred as a result of such application by the Receiver-Manager or the CRO shall be payable, on a solicitor and own client basis, by the KSA;
 15. Special costs of this application be payable by the KSA and the Individual Contemnors.

The Applicant will rely on:

1. Sections 36, 37 and 85 of the *Society Act*, RSBC 1996, c.433;
2. Rules 45, 47, 56, and 57 of the *Rules of Court*; and
3. The inherent jurisdiction of this Honourable Court.

At the hearing of the application, the Applicant will rely on the following affidavits and other documents:

1. Affidavit #1 of Laura Anderson, affirmed July 18, 2006 and previously filed herein;
2. Affidavit #2 of Laura Anderson, affirmed September 22, 2006;
3. Affidavit #1 of Steven Lee, sworn July 19, 2006
4. Affidavit #2 of Steven Lee, sworn September 24, 2006;
5. Affidavit #2 of Johnny Woo, affirmed September 24, 2006;
6. A letter from Michael Vermette, Senior Vice-President of Pricewaterhouse Coopers Inc., with the consent of Pricewaterhouse Coopers Inc. to act as Receiver-Manager (attached); and
7. Such further and other material as the applicant may advise and this Court may permit.

The Applicant estimates that the application will take 90 minutes to be heard.

If you wish to receive notice of the time and date of the hearing or to respond to the application, you must, within the proper time for response,

- (a) deliver to the Applicant:
 - (i) 2 copies of a Response in Form 124, and
 - (ii) 2 copies of each of the affidavits and other documents, not already in the court file, on which you intend to rely at the hearing, and
- (b) deliver to every other party of record:
 - (i) one copy of a Response in Form 124, and
 - (ii) one copy of each affidavit and other document, not already in the court file, on which you intend to rely at the hearing.

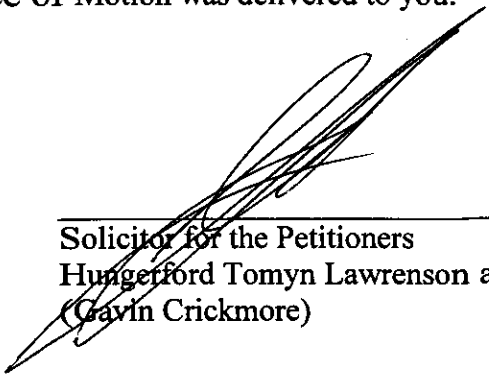
TIME FOR RESPONSE

If the application is for a final judgment under Rule 18A, the Response must be delivered on or before the 11th day after the delivery to you of the Notice of Motion.

In all other cases, the Response must be delivered on or before the 8th day after the later of

- (a) the last date fixed for entry of Appearance by you, and
- (b) the date on which the Notice of Motion was delivered to you.

Dated: September 28, 2006



Solicitor for the Petitioners
Hungerford Tomy Lawrenson and Nichols
(Gavin Crickmore)