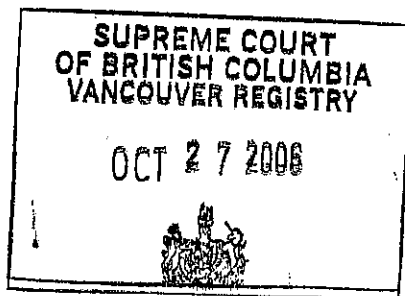


Form 1 (Rule 8 (3))



No. **S-066974**
Vancouver Registry

In the Supreme Court of British Columbia

Between

Joey Hansen

Plaintiff

and

Clive Jackson, Ian Haysom, Marisa Taylor Thomas
CanWest MediaWorks Inc., CanWest MediaWorks Publications Inc.
and Jessica Gojevic

Defendants

WRIT OF SUMMONS

(Name and address of each plaintiff)

Joey Hansen
309-10th Street
New Westminster, British Columbia

(Name and address of each defendant)

Clive Jackson
c/o
Global Television Network,
a CanWest Company
7850 Enterprise Street
Burnaby, BC V5A 1V7, Canada

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21192
S-066974

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21192

Ian Haysom
c/o
Global Television Network,
a CanWest Company
7850 Enterprise Street
Burnaby, BC V5A 1V7, Canada

Marisa Taylor Thomas
c/o
Global Television Network,
a CanWest Company
7850 Enterprise Street
Burnaby, BC V5A 1V7

CanWest MediaWorks Inc.
7850 Enterprise Street
Burnaby, BC V5A 1V7, Canada

CanWest MediaWorks Publications Inc.
7850 Enterprise Street
Burnaby, BC V5A 1V7, Canada

Jessica Gojevic
c/o Douglas College
New Westminster, British Columbia

ELIZABETH THE SECOND, by the Grace of God, of the United Kingdom, Canada and Her other Realms and Territories, Queen, Head of the Commonwealth, Defender of the Faith.

To the defendants: Clive Jackson, Ian Haysom, Marisa Taylor Thomas, CanWest MediaWorks Inc., CanWest MediaWorks Publications Inc., and Jessica Gojevic.

TAKE NOTICE that this action has been commenced against you by the plaintiffs for the claims set out in this writ.

IF YOU INTEND TO DEFEND this action, or if you have a set off or counterclaim that you wish to have taken into account at the trial, YOU MUST

- (a) GIVE NOTICE of your intention by filing a form entitled "Appearance" in the above registry of this court, at the address shown below, within the Time for Appearance provided for below and YOU MUST ALSO

DELIVER a copy of the Appearance to the plaintiffs' address for delivery, which is set out in this writ, and

- (b) if a statement of claim is provided with this writ of summons or is later served on or delivered to you, FILE a Statement of Defence in the above registry of this court within the Time for Defence provided for below and DELIVER a copy of the Statement of Defence to the plaintiffs' address for delivery.

YOU OR YOUR SOLICITOR may file the Appearance and the Statement of Defence. You may obtain a form of Appearance at the registry.

JUDGMENT MAY BE TAKEN AGAINST YOU IF

- (a) YOU FAIL to file the Appearance within the Time for Appearance provided for below, or
- (b) YOU FAIL to file the Statement of Defence within the Time for Defence provided for below.

If this writ is served on a person in British Columbia, the time for appearance by that person is 7 days from the service (not including the day of service).

If this writ is served on a person outside British Columbia, the time for appearance by that person after service, is 21 days in the case of a person residing anywhere within Canada, 28 days in the case of a person residing in the United States of America, and 42 days in the case of a person residing elsewhere.

[or, if the time for appearance has been set by order of the court, within that time.]

TIME FOR DEFENCE

A Statement of Defence must be filed and delivered to the plaintiffs within 14 days after the later of

- (a) the time that the Statement of Claim is served on you (whether with this writ of summons or otherwise) or is delivered to you in accordance with the Rules of Court, and
- (b) the end of the Time for Appearance provided for above.

[or, if the time for defence has been set by order of the court, within that time.]

<p>(1) The address of the registry is: The Law Courts 800 Smithe Street Vancouver, British Columbia V6Z 2E1</p>
<p>(2) The plaintiffs' ADDRESS FOR DELIVERY is: McConchie Law Corporation 701-100 Park Royal West Vancouver, B.C. V7A 1A2 Attention: Roger D. McConchie Fax number for delivery: None</p>
<p>(3) The name and office address of the plaintiffs' solicitor is: Roger D. McConchie McConchie Law Corporation 701-100 Park Royal West Vancouver, B.C. V7A 1A2</p>

Endorsement

The plaintiff claims against the defendants jointly and severally, for general, aggravated, special and punitive damages for false and defamatory expression, of and concerning the plaintiff which the said defendants and each of them published (i) in broadcasts on or about October 19, 2006 on the 6:00 pm Global Vancouver television news hour on CHAN-TV and on the 11:00 pm Global Vancouver television news final on CHAN-TV; and (ii) in a broadcast on or about October 24, 2006 on the 6:00 pm Global Vancouver television news hour on CHAN-TV; and (iii) by posting the aforesaid broadcasts in electronic format on the Internet on the Global TV Vancouver website at <http://www.canada.com/globaltv/bc.html> on October 19 and 24, 2006, where it was accessed by many visitors to the website, each such access constituting a publication and/or republication and separate cause of action.

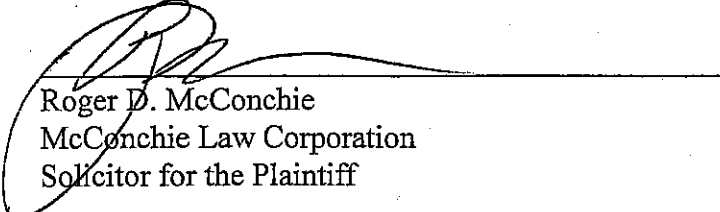
The plaintiff also claims against the defendants and each of them for the republication of the aforesaid Internet postings on the Global TV website by visitors to the website, who caused the Internet postings to be downloaded and re-posted to YouTube Inc. and other locations on the Internet, which downloading and republication was the natural and foreseeable result of the original Internet postings.

The plaintiff further claims for an interim and permanent injunction to restrain further publication of the above-mentioned defamatory statements, and a mandatory injunction requiring the defendants to publish a full retraction and apology to the plaintiff for the defamatory expression.

The plaintiff further claims interest pursuant to the Court Order Interest Act, special costs, and such further and other relief as to this Honourable Court may appear just.

Full particulars of the allegations contained in this endorsement will be provided in the Statement of Claim which is to be filed separately by the plaintiff in accordance with the Rules of Court.

DATED: October 27, 2006



Roger D. McConchie
McConchie Law Corporation
Solicitor for the Plaintiff



IN THE SUPREME COURT OF BRITISH COLUMBIA

BETWEEN:

JOEY HANSEN

PLAINTIFF

AND:

CLIVE JACKSON, IAN HAYSOM, MARISA TAYLOR
THOMAS, CANWEST MEDIAWORKS INC., CANWEST
MEDIAWORKS PUBLICATIONS INC. and JESSICA GOJEVIC

DEFENDANTS

APPEARANCE

Enter an appearance on behalf of the *Defendants*

Address: Daniel W. Burnett
Owen Bird Law Corporation
P.O. Box 49130
Three Bentall Centre
2900 - 595 Burrard Street
Vancouver, B.C. V7X 1J5

Address for delivery: As above

Fax number for delivery: (604) 688-2827

Dated: November 1, 2006

Solicitor for the Defendants

CJA

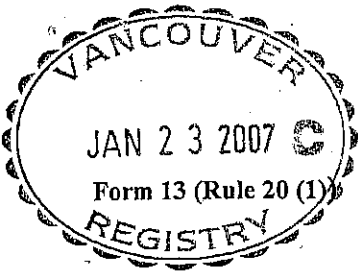
NOTICE TO DEFENDANT ENTERING THE APPEARANCE

The statement of claim may be endorsed on the writ of summons or it may be a document separate from the writ of summons.

IF YOU FAIL to file and deliver the statement of defence within the time allowed, JUDGMENT MAY BE TAKEN AGAINST YOU without further notice.

Rule 21(5) states:

- (5) Where a defendant has entered an appearance the defendant shall file and deliver a statement of defence and any counterclaim to the plaintiff within 14 days from the time limited for appearance or from the delivery of the statement of claim, whichever is later.



No. S066974
Vancouver Registry

In the Supreme Court of British Columbia

Between

Joey Hansen

Plaintiff

and

Clive Jackson, Ian Haysom, Marisa Taylor Thomas
CanWest MediaWorks Inc., CanWest MediaWorks Publications Inc.
and Jessica Gojevic

Defendants

STATEMENT OF CLAIM

THE PARTIES

1. The Plaintiff Joey Hansen resides at 309 – 10th Street, in the City of New Westminster, in the Province of British Columbia. At all material times until November 24, 2006, the Plaintiff was employed as Finance & Service Coordinator by the Society of the Douglas Students' Union (the "Student Union") at its office premises in the City of New Westminster, in the Province of British Columbia.
2. The Defendant CanWest MediaWorks Inc. ("CanWest") is a company duly incorporated under the laws of Canada, and has a place of business in British Columbia at 7850 Enterprise Street, in the City of Burnaby.
3. The Defendant CanWest was at all material times duly licensed by the Canadian Radio-television and Telecommunications Commission under the *Broadcasting Act*, 1991, c. 11

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as amended, and at all material times owned and operated the Global Television network ("Global"), a coast-to-coast Canadian broadcasting network.

4. CHAN-TV was at all material times part of the Global network operated by the Defendant CanWest which carried on business under the logo "Global BC" at a studio and place of business at 7850 Enterprise Street, in the City of Burnaby [hereinafter the "Burnaby Studio"].

5. CHAN-TV at all material times transmitted its programs by radio waves, by cable, on the Internet, and by other means of telecommunication for reception by the public throughout British Columbia and in parts of the State of Washington, United States of America. CHAN-TV programming at all materials times included (i) the Global 6:00 pm "News Hour" which was broadcast from 6:00 pm to 7:00 pm daily and reached an average of 500,000 viewers per night; and (ii) the Global "News Final" which was broadcast daily starting at 11:00 pm and enjoyed many thousands of viewers per night.

6. The Defendant Ian Haysom ("Haysom") was at all material times employed by the Defendant CanWest as the News Director for CHAN-TV and worked at the Burnaby Studio. At all material times the Defendant Haysom was responsible for, and did in fact, authorize and approve the content of the News Hour and the News Final broadcasts of CHAN-TV and in doing so, was acting in the course and scope of his employment. The Defendant Haysom is personally liable for the publication of the defamatory expression complained of in this Statement of Claim.

7. The Defendant Clive Jackson ("Jackson") was at all material times employed by the Defendant CanWest as the Managing Editor for CHAN-TV and worked at the Burnaby Studio. At all material times the Defendant Jackson was responsible for, and did in fact, authorize and approve the content of the News Hour and the News Final broadcasts and in doing so, was acting in the course and scope of his employment. The Defendant Jackson is personally liable for the defamatory expression which is complained of in this Statement of Claim.

8. The Defendant Marisa Taylor Thomas ("Taylor Thomas") was at all material times employed by the Defendant CanWest as a reporter for CHAN-TV and worked from its Burnaby Studio. At all material times the Defendant Taylor Thomas was acting in the course and

scope of her employment. She is personally liable for her defamatory expression which is complained of in this Statement of Claim.

9. The Defendant Jessica Gojevic ("Gojevic"), whose precise residential address is currently not known to the Plaintiff, is a former treasurer of the Student Union. At all material times, she resided in the Province of British Columbia and her conduct complained of in this Statement of Claim occurred within the said Province.

THE DEFAMATORY EXPRESSION

10. On or shortly before Thursday, October 19, 2006, the Defendant Gojevic defamed the Plaintiff by publishing certain words of and concerning the Plaintiff (the "GOJEVIC Words") to each of the Defendants Taylor Thomas and CanWest, and/or to one or more of them, with the knowledge, expectation and intention that those words would be re-published on a CHAN-TV News Hour broadcast and/or on a CHAN-TV News Final broadcast, which in fact occurred on or about the evening of Thursday, October 19, 2006. Particulars of the GOJEVIC Words are as follows:

We have been running a deficit for approximately 2 years at that point. Which means there was definitely no extra cash to be able to buy a million dollar building. . .

We were told by our senior staff person, the Finance & Services Coordinator, that our cash flow was fine. . .

I signed cheques written personally to Joey Hansen with the explanation that they were either payroll or for expenses at the office. . .

He was unable to provide documentation for the expense cheques, not the payroll cheques.

11. The GOJEVIC Words in their natural and ordinary meaning meant, and were understood to mean, that the Plaintiff embezzled money from the Student Union by issuing, without any informed approval from his employer, cheques made payable to himself for office

expenses, none of which office expenses were ever documented or accounted for. Alternatively, the GOJEVIC Words meant and were understood to mean that the Plaintiff obtained Student Union money under false pretences.

12. Further, and in the alternative, in addition to her liability for the aforesaid publication and republication by the Global Defendants of GOJEVIC Words, the Defendant Gojevic is liable for the defamatory substance and sting of the October 19 News Hour Broadcast and the October 19 News Final Broadcast described respectively in paragraphs 21, 22 and 23 of this Statement of Claim, by virtue of her antecedent dealings as an interviewee with the Global Defendants, in the course of which she authorized the publication of the aforesaid substance and sting. In this regard, the Plaintiff relies on the principles of interviewee liability for defamatory expression in the news media which are stated in *Pressler v Lethbridge and Westcom TV Group Ltd.*, 2000 BCCCA 639.

13. On or about Thursday, October 19, 2006, beginning at approximately 6:17 PM, the Defendants Jackson, Haysom, Taylor Thomas, and CanWest (hereinafter collectively the 'Canwest Defendants'), and each of them, libelled the Plaintiff during the News Hour broadcast by publishing certain defamatory expression of and concerning the Plaintiff [hereinafter the "October 19 News Hour Broadcast"], particulars of which are provided in paragraphs 21, 22 and 23 of this Statement of Claim. The October 19 News Hour Broadcast was approximately four-and-a-half (4 ½) minutes in duration.

14. On or about Thursday, October 19, 2006, beginning at approximately 11:11 PM, the CanWest Defendants, and each of them, again libelled the Plaintiff during the News Final broadcast by again publishing the contents of the October 19 Broadcast, the only change being a substitution of a different anchorperson at the beginning of the News Final broadcast. The broadcast [hereinafter the "October 19 News Final Broadcast"] was approximately four-and-a-half (4 ½) minutes in duration.

15. On or about Tuesday, October 24, 2006, beginning at approximately 6:18 PM, the CanWest Defendants, and each of them, libelled the Plaintiff during the News Hour broadcast by publishing certain defamatory expression of and concerning the Plaintiff [hereinafter the

“October 24 Broadcast”), particulars of which are provided in paragraphs 24 and 25 of this Statement of Claim. The October 24 Broadcast was approximately three-and-a-half (3½) minutes in duration.

16. On or about Monday, November 13, 2006, at approximately 6:17 PM, the CanWest Defendants, and each of them, libelled the Plaintiff during the News Hour broadcast by publishing certain defamatory expression of and concerning the Plaintiff [hereinafter the “November 13 Broadcast”), particulars of which are provided in paragraphs 26 and 27 of this Statement of Claim. The November 13 Broadcast was approximately four-and-a-half (4 ½) minutes in duration.

17. The October 19 Broadcast, the October 24 Broadcast and the November 13 Broadcast are hereinafter collectively referred to hereinafter as the “Libellous Broadcasts”.

18. In each of the Libellous Broadcasts, the Defendant Taylor Thomas acted as the narrator [voice over and on screen] and as the interviewer [on screen and off screen].

19. The Defendant Gojevic was interviewed on screen by the Defendant Taylor Thomas during the October 19 News Hour Broadcast and the October 19 News Final Broadcast.

20. The defamatory expression in each of the Libellous Broadcasts was conveyed to viewer by their combined audio and visual impact. Within each of the Libellous Broadcasts, the defamatory expression included: (1) words which are defamatory in their plain and ordinary meaning; (2) defamatory innuendoes which arise by inference or implication from the plain and ordinary meaning of words; (3) defamatory meanings conveyed by the intonation, tone of voice, inflection and emphasis in the speech of the Defendant Taylor Thomas, and persons interviewed including the Defendant Gojevic; (4) defamatory meanings conveyed by the facial expressions, gestures and other body language of the Defendant Taylor Thomas and the Defendant Gojevic; (5) defamatory meanings conveyed by the combination of words, sound, images, graphics, enhancement, and their juxtaposition and arrangement of sequences in each of the Libellous Broadcasts; and/or (6) defamatory meanings conveyed by the editing, cuts, optical effects,

camera techniques, sound recording techniques, lighting techniques and other devices employed in the Libellous Broadcasts.

SPECIFIC DEFAMATORY FALSEHOODS

21. Particulars of the defamatory expression of and concerning the Plaintiff in the October 19 News Hour Broadcast are provided in the following tables which script the time-line (in the column headed "TIME"), the images (in the column headed "VISUAL") and the words spoken (column headed "AUDIO") during the said Broadcast:

TIME	VISUAL	AUDIO
00:00	<p>Anchormperson Deborah Hope speaking to the camera.</p> <p>A graphic in the upper right hand corner of the screen displays Canadian twenty dollar bills, a stack of books, and a black graduation hat above the words "FINANCIAL CONCERNS".</p>	<p>Anchormperson [Text]:</p> <p><i>Allegations tonight of financial irregularities at Douglas College in New Westminster and they come out of a forensic audit ordered by the student union on itself.</i></p>
TIME	VISUAL	AUDIO
00:11	<p>View of an alleyway.</p> <p>The Defendant Taylor Thomas enters the screen from the left and approaches the Plaintiff Joey Hansen, who appears at centre screen and walks toward the camera. The Plaintiff Hansen is wearing a white t-shirt and khaki pants, and is holding a cup.</p> <p>Close up of the Plaintiff standing approximately in centre screen.</p> <p>A graphic containing the subtitle: "JOEY HANSEN, Douglas Student Union, Finance & Services Coordinator" appears on screen.</p> <p>The Global logo also appears on screen.</p>	<p>The Defendant Taylor Thomas [Voice-Over]:</p> <p><i>This man, Joey Hansen, is at the centre of a financial controversy involving the Douglas College Student Union where he is in charge of their finances.</i></p> <p>The Plaintiff Hansen [Text]:</p> <p><i>I've already filed a lawsuit related to some of the allegations and basically I'm not interested in trying this in the media. That's why I'm going to let the courts deal with that.</i></p>
TIME	VISUAL	AUDIO

00:29	<p>Close-up of a document (partial view) which reads "Re: Report on Forensic Review".</p> <p>Cut to a commercial building. The camera pans right to left across the building.</p> <p>Cut to the back of a building. The camera pans right to left across the building.</p> <p>The camera stops to display the entire back of the building. The words "COLOUR ONE PHOTO LAB" are depicted in block letters in the top-left hand corner of the building.</p>	<p>The Defendant Taylor Thomas [Voice-Over]:</p> <p><i>A forensic review shows that the student union purchased this building in New Westminster for \$1.2 million in 2005 without informing the general membership in advance and with funds coming from money designated for other purposes.</i></p>
TIME	VISUAL	AUDIO
00:44	<p>A graphic entitled "AUDIT FINDINGS, source: BLAIR MacKAY MYNETT VALUATIONS INC." which appears on screen.</p> <p>The graphic also contains the following text in a white font:</p> <p><i>"Douglas College turned over \$855,400 to the Student Union for the health and dental premiums in 2004. But it appears the DSU only used \$343,184 for the premiums. The remainder was used primarily for the building purchase and other purposes."</i></p> <p>The Global logo also appears on screen.</p>	<p>The Defendant Taylor Thomas [Voice-Over]:</p> <p><i>The audit also found that Douglas College turned over about \$850,000 to the student union for the health and dental plan in 2004.</i></p> <p><i>But the audit says it appears the union only used \$343,000 for plan premiums.</i></p> <p><i>The remainder was used primarily for the building purchase and other purposes.</i></p>
TIME	VISUAL	AUDIO
01:05	<p>Close-up of the Defendant Jessica Gojevic (face and top of shoulders), who is dressed in a dark jacket. She is speaking to the camera.</p> <p>The screen also displays below her image a graphic subtitle "JESSICA GOJEVIC Former Douglas Student Union Treasurer."</p> <p>The Global logo also appears on screen.</p>	<p>The Defendant Gojevic [Text]:</p> <p><i>We have been running a deficit for approximately 2 years at that point. Which means there was definitely no extra cash to be able to buy a million dollar building.</i></p> <p>The Defendant Taylor Thomas [Text]:</p>

		<p><i>So how was everyone convinced to buy a million dollar plus building?</i></p> <p>The Defendant Gojevic [Text]:</p> <p><i>We were told'by our senior staff person, the Finance & Services Coordinator, that our cash flow was fine.</i></p>
TIME	VISUAL	AUDIO
01:24	<p>The Defendant Taylor Thomas approaches a set of double-doors, to which are affixed posters and notices.</p> <p>The camera follows Taylor Thomas as she reaches for the handle of one of the doors and attempts unsuccessfully to open it.</p> <p>Taylor Thomas turns left towards the camera; the camera captures her left profile as she lifts her hand from the door handle and points to a pink piece of paper taped to the door.</p> <p>There is hand-writing on the paper but it is illegible at this time. The camera zooms in on the pink piece paper revealing the following hand-written message: "Office will be Closed Today Due to Staff ILLNESS."</p>	<p>The Defendant Taylor Thomas [Voice-Over]:</p> <p><i>But the situation at the student union was dire and the review revealed more problems.</i></p>
	VISUAL	AUDIO
01:32	<p>A graphic entitled "AUDIT FINDINGS, source: BLAIR MacKAY MYNETT VALUATIONS INC." appears on screen.</p> <p>The following text is displayed in white font:</p> <p><i>"The auditors could not account for \$233,854 from the Performing Arts Fund."</i></p> <p>The Global logo also appears on screen.</p>	<p>The Defendant Taylor Thomas [Voice-Over]:</p> <p><i>The auditors could not account for about \$233,000 from the performing arts fund.</i></p>
TIME	VISUAL	AUDIO
01:37	<p>Two females sitting on concrete steps. One female is dressed in a grey sweater and jeans. The other female wears a track suit and is using a lap-top computer. A student's</p>	<p>The Defendant Taylor Thomas [Voice-Over]:</p> <p><i>Because of the financial problems</i></p>

	<p>backpack sits on a concrete step near the student in the track suit. A male student carrying a backpack walks through the frame from right to left. Only his head and shoulders are visible.</p> <p>Cut to a wide-angle view of a brown-tiled mall area where casually dressed youth are seen walking. Some of the youth have backpacks and carry water bottles.</p> <p>Cut to a group of females sitting on concrete steps with yellow-painted stripes.</p> <p>Cut to a male wearing eye-glasses sitting alone on concrete steps holding sheets of loose leaf paper.</p> <p>Cut to a wide angle view of a brown brick area. Concrete steps descend from the right of the screen to the left. Youth congregate on those steps.</p> <p>Cut to a view of an interior glass window embossed in blue with the words "Douglas Students' Union: Canadian Federation of Students – Local 18" below which appear the words in black: "Office: Mon – Fri 9:00 to 4:00 Phone: 604-527-5110."</p> <p>Cut to a view of the double-doors seen previously with the interior glass window to their left on screen.</p>	<p><i>students have been without many services for months, even though the student union was loaned hundreds of thousands of dollars by the Canadian Federation of Students, or CFS.</i></p> <p><i>It's unclear why the CFS loaned the money in the first place and the auditors couldn't find proper documentation or authorization.</i></p>
TIME	VISUAL	AUDIO
01:58	<p>An over-the-shoulder view of a male, whose head has been obscured.</p> <p>He is wearing dark clothes and speaks to the Defendant Taylor Thomas, whose arms are crossed against her chest.</p>	<p>The Defendant Taylor Thomas [Voice-Over]:</p> <p><i>This man doesn't want to be identified but has knowledge of the inner workings of the Canadian</i></p>

	<p>Cut to a close-up of the male's face, which is obscured.</p>	<p><i>Federation of Students and student unions.</i></p> <p>Anonymous Male [Text]: <i>Student politicians are elected for one year terms.</i></p> <p><i>However, throughout this entire process there are staff that work for either the student unions or work for the Canadian Federation of Students that are full time employees.</i></p> <p><i>And they are the only ones that see, perhaps, the big picture and are there year in and year out.</i></p> <p><i>And as long as these staff members, where there is a general disregard, or perhaps it's a disrespect for the rights of the individual students that are paying these fees which end up going into their coffers.</i></p>
TIME	VISUAL	AUDIO
02:34	<p>A wide-angle view of youth walking through and sitting in the mall-area previously shown.</p> <p>Cut to a view of the entrance of a red brick building. The words "STUDENT SOCIETY BUILDING" appear above the entrance.</p> <p>A young adult female talks on a cellular telephone and walks across the screen from left to right.</p> <p>Cut to a male speaking to the camera. He is wearing eyeglasses, a jacket and dress shirt. He is standing in the brown-brick mall area previously shown.</p> <p>The screen displays a graphic: "BRAD</p>	<p>The Defendant Taylor Thomas [Voice-Over]: <i>Now in an almost unprecedented move Douglas College is withholding all funds to the student union.</i></p> <p><i>About one million dollars.</i></p> <p>Brad Barber [text]: <i>Because we</i></p>

	BARBER, Douglas College.” The Global logo also appears on screen.	<i>found out that they had not been completing independent financial audits and making those audits available to the student body.</i>
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TIME	VISUAL	AUDIO
02:54	The Plaintiff Joey Hansen standing outdoors. The camera follows the Plaintiff as he walks away. The Defendant Taylor Thomas follows the Plaintiff, microphone in hand, until the Plaintiff passes through a gate and turns around.	The Defendant Taylor Thomas [Voice-Over]: <i>But the problems don't end there. Joey Hansen, who is currently suing the SFU newspaper over a story regarding the audit and is contemplating other lawsuits, was specifically referred to in the review.</i>

	VISUAL	AUDIO
03:06	A graphic entitled “AUDIT FINDINGS, source: BLAIR MacKAY MYNETT VALUATIONS INC” appears on screen. The graphic contains the following words in white font: “About 20 cheques, in addition to payroll, were issued payable to Hansen in the year ended August 2005. . .as of July he has not provided adequate documentation to support these expenditures. . .the original audit called this a ‘serious breach of internal control.’” The Global logo also appears on screen.	The Defendant Taylor Thomas [Voice-Over]: <i>The audit states about 20 cheques, in addition to payroll cheques, were issued to Hansen in the year ended August 2005.</i> <i>And as of July he has not provided adequate documentation to support these expenditures.</i> <i>The original audit stated “We regard this as a serious breach of internal control.”</i>

TIME	VISUAL	AUDIO
03:28	Close-up of the Defendant Gojevic dressed in a dark grey jacket speaking to the camera.	The Defendant Gojevic [Text]: <i>I signed cheques written personally to Joey Hansen with the explanation that they were either payroll or for expenses at the office.</i>

		<i>He was unable to provide documentation for the expense cheques, not the payroll cheques.</i>
TIME	VISUAL	AUDIO
03:40	<p>The Defendant Taylor Thomas, speaking to the camera, standing in front of the red brick building previously shown.</p> <p>A graphic reading "MARISA TAYLOR THOMAS, Reporting" appears on screen.</p> <p>The Global logo also appears on screen.</p>	<p>The Defendant Taylor Thomas [Text]:</p> <p><i>The auditors also found a \$20,000 cheque payable to Christa Peters, Joey Hansen's partner.</i></p>
	VISUAL	AUDIO
3:49	<p>The Defendant Taylor Thomas knocks on the door of a residence. The door opens. Christa Peters, dressed in a red sweatshirt, peers from behind the door. The room behind Peters is dark.</p> <p>Christa Peters shakes her head and closes the door.</p>	<p>The Defendant Taylor Thomas [Voice-Over]:</p> <p><i>The loan was paid back, but according to the auditors, it was a blatant misuse of funds.</i></p> <p>The Defendant Taylor Thomas [Text]:</p> <p><i>Can I ask you about a loan that was given to you by the Douglas Student Union.</i></p> <p>Christa Peters [Text]: <i>No ...</i></p> <p>Marisa Taylor Thomas [Text]:</p> <p><i>Was it to buy this home?</i></p>
TIME	VISUAL	AUDIO
4:01	<p>The Plaintiff Joey Hansen closes a gate between himself and the Defendant Marisa Taylor Thomas.</p> <p>The Plaintiff moves back and forth.</p>	<p>The Plaintiff Joey Hansen [Text]:</p> <p><i>I'm not prepared to comment at this time.</i></p> <p>The Defendant Taylor Thomas [Text]:</p> <p><i>Why would she be loaned money out of student union funds to buy a</i></p>

	<p>After answering one of Taylor Thomas' questions, Joey Hansen turns his back to her and the camera and walks away towards the back of a house. The camera zooms-in on him as he walks away, following him as he walks up the steps of the porch of the house towards its back-door.</p>	<p><i>house?</i></p> <p>The Plaintiff Joey Hansen [Text]: <i>I'm just saying that the report contains inaccuracies and that I'm going to let the courts deal with this at this time.</i></p> <p>The Defendant Taylor Thomas [Voice-Over]: <i>Meantime Douglas College is taking the student union to court to try to force it into receivership and the New Westminster Police are investigating.</i></p>
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22. Particulars of the defamatory expression of concerning the Plaintiff in the October 19 News Final Broadcast are identical to those given in paragraph 20, with the exception that the anchorperson is Aaron McArthur (not Deborah Hope).

23. The expression complained of in the October 19 News Hour Broadcast and in the October 19 News Final Broadcast meant and was understood to mean:

- a) The Douglas Student's Union had reasonable grounds to believe that the Plaintiff Hansen had embezzled Student Union funds and for that reason took the rare step of ordering an audit on itself;
- b) The Plaintiff embezzled several hundred thousand dollars from the Student Union including approximately \$233,000 from the union's performing arts fund;
- c) Because the Plaintiff embezzled Student Union funds, Health and dental plan premiums for Douglas College students were not paid;
- d) The Plaintiff conspired to obtain a secret loan from the Canadian Federation of Students in order to conceal his embezzlement of Student Union funds;

- e) The Plaintiff improperly spent a million dollars to purchase a commercial office building without obtaining necessary authority from the Douglas Student union;
- f) The Plaintiff violates the rights of individual students who pay student fees;
- g) The Plaintiff's misconduct in embezzling and/or misspending Douglas College Student Union funds is the reason why Douglas College sought to place the Union in receivership;
- h) The Plaintiff illegally caused 20 cheques to be made payable to himself by failing to provide necessary supporting documentation to the Defendant Gojevica and thereby embezzled Student Union money;
- i) The Plaintiff embezzled \$20,000 from the Student Union by issuing an unapproved cheque to his partner Christa Peters for the purchase of a house and only repaid the money when his embezzlement was discovered by the audit;
- j) The Plaintiff unsuccessfully attempted to conceal evidence from the Student Union auditors relating to the \$20,000 cheque to Christa Peters;
- k) The Plaintiff lied to the Student Union Council about the cash flow; and/or
- l) One or more of the above.

Each of the above meanings is false.

24. Particulars of the defamatory expression of concerning the Plaintiff in the October 24 Broadcast are provided in the following tables which script the time-line (column headed "TIME"), images (column headed "VISUAL") and words spoken (column headed "AUDIO") during the said Broadcast:

TIME	VISUAL	AUDIO
00:00	Anchorperson Chris Gailus speaking to the camera.	Anchorperson [Text]: <i>New questions are being raised tonight about how and why large loans were made to the Douglas Student Union after a forensic audit revealed ongoing financial problems.</i>

		<i>Marissa Taylor Thomas has this News Hour follow up.</i>
TIME	VISUAL	AUDIO
00:13	<p>View of an alleyway.</p> <p>The Defendant Taylor Thomas enters the screen from the left and approaches the Plaintiff Joey Hansen who appears at centre screen and walks toward the camera. The Plaintiff Hansen is wearing a white T-shirt and khaki pants, and is holding a cup.</p> <p>Close up of the Plaintiff standing approximately at centre screen.</p> <p>A graphic containing the subtitle: "THURSDAY, JOEY HANSEN Douglas Student Union Finance & Services Coordinator" appears on screen.</p> <p>The camera follows Joey Hansen as he walks away from the camera.</p>	<p>The Defendant Taylor Thomas [Text]: <i>We wanted to talk to you about . . .</i></p> <p>The Defendant Taylor Thomas [Voice-Over]: <i>Last week we told you about a financial investigation involving this man, Joey Hansen.</i></p> <p>The Plaintiff Joey Hansen [Text]: <i>I'm not interested in trying this in the media. I'm going to let the courts deal with that.</i></p> <p>The Defendant Taylor Thomas [Voice-Over]: <i>Hansen was in charge of the money at Douglas Student Union and is on paid leave.</i></p>
TIME	VISUAL	AUDIO
00:31	<p>A document lying face-up.</p> <p>Cut to a close-up of the document revealing the text "Our Findings, Douglas College".</p> <p>Cut to a close-up of the signature page of the document with text reading "Yours truly, BLAIR MACKAY MYNETT VALUATIONS INC., Ronald H. Parks, FCA, CA, IFA."</p>	<p>The Defendant Taylor Thomas [Voice-Over]: <i>A forensic review found about 20 cheques had been issued to him for which auditors did not get adequate documentation.</i></p>

	VISUAL	AUDIO
00:35	<p>Over-the-shoulder view of the Defendant Taylor Thomas.</p> <p>Christa Peters opens the door to a residence. The Defendant Taylor Thomas speaks to Christa Peters who begins closing the door while speaking to Taylor Thomas.</p>	<p>The Defendant Taylor Thomas [Voice-Over]:</p> <p><i>His partner was also temporarily loaned \$20,000 from union funds.</i></p>
TIME	VISUAL	AUDIO
00:42	<p>The Plaintiff Joey Hansen, looking at someone off camera to screen left.</p> <p>The Plaintiff Joey Hansen is standing outdoors and moves back and forth.</p> <p>The Plaintiff Joey Hansen turns his back towards the Defendant Taylor Thomas and walks away from the camera.</p>	<p>The Defendant Taylor Thomas [Text]:</p> <p><i>Why would she be loaned money out of student union funds to buy a house?</i></p> <p>The Plaintiff Joey Hansen [Text]:</p> <p><i>I'm just saying that the report contains inaccuracies and that I'm going to let the courts deal with this at this time.</i></p> <p>The Defendant Taylor Thomas [Text]:</p> <p><i>Can you tell us . . ?</i></p>

TIME	VISUAL	AUDIO
00:53	<p>Wide-angle view of youth sitting on concrete steps.</p> <p>View of two females sitting on concrete steps. One female is dressed in a grey sweater and jeans. The other female wears a track suit and is using a lap-top computer.</p> <p>Cut to a close up view of an interior glass window embossed in blue with the words "Douglas Students' Union: Canadian Federation of Students – Local 18" below which appear in black font the following words: "Office: Mon – Fri 9:00 to 4:00</p>	<p>The Defendant Taylor Thomas [Voice-Over]:</p> <p><i>The audit also revealed that the Canadian Federation of Students and its BC component both came to the aid of the Student's Union despite its problems managing money.</i></p>

<p>Phone: 604-527-5110.”</p> <p>Cut to the Defendant Taylor Thomas who sits in the front passenger seat of an automobile and dials on her cellular telephone. Her lap is covered in paper.</p> <p>Cut to a close-up of the Defendant Taylor Thomas who is speaking on her cellular telephone.</p> <p>Cut to the Defendant Taylor Thomas (head and shoulders) speaking directly into the camera.</p> <p>Graphics containing the subtitle: “Marissa Taylor Thomas, Reporting” appear on screen.</p> <p>The Global logo also appears on screen.</p> <p>Cut to Joel Koette.</p> <p>Graphics containing the subtitle: “Joel Koette, Former DSU and CFS-BC Member” appear on screen.</p> <p>The Global logo also appears on screen.</p>	<p><i>The Canadian Federation of Students refused to return our repeated phone calls today.</i></p> <p>The Defendant Taylor Thomas [Text]: <i>Do you know when he's going to be back in the office?</i></p> <p>Unidentified Male Voice [Text]: <i>I'm not actually sure.</i></p> <p>The Defendant Taylor Thomas [Text]: <i>Last week the Canadian Federation of Students made about a dozen angry phone calls to myself and our lawyer saying they never made any loan to the Douglas Student Union. However, yesterday they changed their tune and told me they acted as heroes by stepping in and paying about \$300,000 in premiums for the Douglas students. However, they admit there was no contract in place, but say they fully expect to be paid back and say nothing was improper about this payment.</i></p> <p>The Defendant Taylor Thomas [Text]: <i>Were you told to keep this secret or that this shouldn't be public knowledge?</i></p> <p>Joel Koette [Text]: <i>Absolutely I was told that this wasn't to be an open discussion with anyone.</i></p> <p>The Defendant Taylor Thomas [Text]: <i>So people weren't supposed to know that the</i></p>
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		<p><i>CFS paid the premiums?</i></p> <p>Joel Koette [Text]: <i>Yup, no-one was supposed to know.</i></p>
TIME	VISUAL	AUDIO
02:01	<p>View of brown brick mall area.</p> <p>Cut to view of three youths sitting on concrete steps.</p> <p>Cut to the entrance of a red brick building. The words "STUDENT SOCIETY BUILDING" appear above the entrance. A young adult female talking on a cellular telephone walks across the screen from left to right.</p> <p>Cut to over the shoulder shot of the Defendant Taylor Thomas meeting with Scott Payne in a dark room.</p> <p>Cut to close up (face) of a male.</p> <p>A graphic containing a subtitle: "Scott Payne, Canadian Federation of Students – BC" appears on screen.</p> <p>The Global logo also appears on screen.</p> <p>Cut to a wide-angle view of a commercial building. The camera pans right to left.</p> <p>The graphic containing the subtitle: "Scott Payne, Canadian Federation of Students – BC" appears on screen.</p> <p>The Global logo also appears on screen.</p> <p>Cut to a document which reads "WEST COAST TITLE SEARCH" on the top of the page.</p> <p>Cut to a close-up shot of the same document which reads:</p> <p>"CHARGES, LIENS AND INTERESTS: . . . MORTGAGE . . . REGISTERED</p>	<p>The Defendant Taylor Thomas [Voice-Over]:</p> <p><i>The signing officers of the Canadian Federation of Students' BC component also loaned \$200,000 to the Douglas Student Union but waited almost three months before getting approval.</i></p> <p>Scott Payne [Text]: <i>The loan is secured against the building.</i></p> <p>The Defendant Taylor Thomas [Voice-Over]:</p> <p><i>He's talking about this building that the Student Union bought after diverting funds from the student health and dental premiums. But the land titles document show the only thing registered against the property is a mortgage to Kismet Holdings.</i></p>

OWNER OF CHARGE: KISMET HOLDINGS INC.”

Cut to close up (face) of Scott Payne.
Graphics containing the subtitle: “Scott Payne, Canadian Federation of Students – BC” appear on screen.
The Global logo also appears on screen.

Cut to the Defendant Taylor Thomas (seen from behind) speaking to an adult male at Simon Fraser University.

Cut to close-up (head) of male.
Cut to over the shoulder view of the male speaking to Defendant Taylor Thomas.
Cut to a wide-angle view of a set of double-doors adjacent to the interior window previously shown.
Cut to close-up (head) of male.
Graphics containing the subtitle: “Derrick Harder, SFU Peak Newspaper Columnist” appear on screen.
The Global logo also appears on screen.

Cut to close up (face) of Scott Payne.
The Global logo appears on screen.

Cut to a close-up of a document addressed to the Society of Douglas Students’ Union and reads “Blair Mackay Mynett

Scott Payne [Text]:

Uh, well, we haven’t gone out and uh, placed a legal lien on the building but the documents do indicate that should there be difficulties in repaying the loan then negotiations can take place on the property.

The Defendant Taylor Thomas [Voice-Over]:

Now Canadian Federation of Students watchers are calling foul as CFS BC funds which come from students apparently have been used to help a student union in dire financial trouble.

Derrick Harder [Text]:

If it is the case that they are giving unauthorized loans to locals, that’s very problematic. If the (inaudible) organization is having financial troubles, you need to be more careful with loans than that.

Scott Payne [Text]:

There certainly have been some challenges that the student’s union had faced and it was working towards addressing those challenges. But at this point in time it’s unable to address those challenges because the college is simply unwilling to provide it with any kinds of resources.

The Defendant Taylor Thomas [Voice-Over]:

Until the questions raised by the audit are addressed, it’s unlikely Douglas College

	<p>VALUATIONS INC, Private & Confidential.”</p> <p>Cut to a view of female youth congregating on concrete steps.</p> <p>Cut to close-up shot of male.</p> <p>The Global logo appears in the bottom right-hand corner of the screen.</p>	<p><i>will release any funds.</i></p> <p>The Defendant Taylor Thomas [Text]: <i>So students should be alarmed about what's going on?</i></p> <p>Joel Koette [Text]: <i>I would say yes, they definitely should and students should be getting involved and should be asking questions.</i></p>
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25. The expression complained of in the October 24 News Hour Broadcast meant and was understood to mean:

- a) The Plaintiff illegally caused 20 cheques to be made payable to himself by failing to provide necessary supporting documentation to the Defendant Gojevica and thereby embezzled Student Union money;
- b) The Plaintiff embezzled \$20,000 from the Student Union by issuing an unapproved cheque to his partner Christa Peters for the purchase of a house and only repaid the money when his embezzlement was discovered by the audit;
- c) The Plaintiff conspired to obtain a secret loan from the Canadian Federation of Students in order to conceal his embezzlement of Student Union funds;
- d) The Plaintiff embezzled loan monies received from the Canadian Federation of Students; and/or
- e) One or more of the above.

Each of the above meanings is false.

26. Particulars of the defamatory expression of concerning the Plaintiff in the November 13 Broadcast are provided in the following tables which script the time-line (column headed "TIME"), images (column headed "VISUAL") and words spoken (column headed "AUDIO") during the said Broadcast:

TIME	VISUAL	AUDIO
00:00	<p>Anchorperson Tony Parsons speaking to the camera.</p> <p>Graphics containing a subtitle: "TONY PARSONS" on screen.</p> <p>The Global logo also appears on screen.</p>	<p>Anchorperson Tony Parsons [Text]:</p> <p><i>There's more tonight about the allegations of financial irregularities at Douglas College in New Westminster.</i></p> <p><i>As we first reported, those allegations come out of a forensic audit ordered by the student union on itself.</i></p> <p><i>And now there's a petition to impeach the student union board.</i></p>
TIME	VISUAL	AUDIO
00:16	<p>Over-head view of a female holding a document who approaches a female in a green sweater. Other youth are in the vicinity.</p> <p>Graphics containing the subtitle: "New Westminster" appear on screen.</p> <p>The Global logo appears in the bottom right-hand corner of the screen.</p> <p>Cut to a close-up of the document. The pages of the document are flipped. Each page contains signatures.</p> <p>Cut to the female holding the document talking to youth on the concrete steps.</p>	<p>Female [later identified as Nicole Woods] holding document [Text]:</p> <p><i>Hi, are you aware of the impeachment petition that was recently out there for the last few weeks?</i></p> <p>The Defendant Taylor Thomas [Voice-Over]:</p> <p><i>A grass-roots movement by Douglas College students has led to this petition to impeach the Douglas Student Union Board after major financial concerns were revealed by a forensic review.</i></p>

	VISUAL	AUDIO
00:33	<p>The same female [Nicole Woods] sitting at a desk. The document is on the desk.</p> <p>Graphics containing the subtitle: "NICOLE WOODS Organized Impeachment Petition."</p> <p>The Global logo also appears on screen.</p>	<p>Nicole Woods [Text]:</p> <p><i>I am very happy to say over twelve hundred people signed the petition. We needed 10%, which our magic number was about 870 signatures, so we're 40% over that, which is fantastic.</i></p>
TIME	VISUAL	AUDIO
00:43	<p>Cut to a view of the Plaintiff Joey Hansen, shown from the chest up, taken from his left side, standing out doors.</p> <p>The camera follows the Plaintiff as he walks away.</p> <p>The Defendant Taylor Thomas follows the Plaintiff Joey Hansen, microphone in hand, until he passes through a wooden gate and turns around.</p>	<p>The Defendant Taylor Thomas [Voice-Over]:</p> <p><i>Joey Hansen, the man responsible for the union's finances, was singled out in the audit. About 20 cheques were issued payable to him, for which auditors have not received satisfactory documentation.</i></p>
	VISUAL	AUDIO
00:56	<p>View over the shoulder of the Defendant Taylor Thomas.</p> <p>A female appears at the door of a residence.</p> <p>View of the front of a two-storey house.</p>	<p>The Defendant Taylor Thomas [Voice-Over]:</p> <p><i>And his partner, Christa Peters, was loaned twenty thousand dollars of student union funds allegedly to buy a house.</i></p> <p>The Defendant Taylor Thomas [Voice-Over]:</p> <p><i>The money was repaid in late December.</i></p>
	VISUAL	AUDIO
01:05	<p>The Plaintiff Joey Hansen standing outdoors.</p>	<p>The Plaintiff Joey Hansen [Text]:</p> <p><i>No, I'm not prepared to comment at this time.</i></p>

	<p>Graphics containing the subtitle: “OCTOBER 19, JOEY HANSEN DSU Finance & Services Coordinator.”</p> <p>The Plaintiff moves back and forth.</p> <p>After answering one of the Defendant Taylor Thomas’ questions, the Plaintiff turns and walks away towards the back of a house.</p>	<p>The Defendant Taylor Thomas [Text]: <i>Why would she be loaned money out of student union funds to buy a house?</i></p> <p>The Plaintiff Joey Hansen [Text]: <i>I’m just saying that the report contains inaccuracies and that I’m going to let the courts deal with this at this time, thanks.</i></p> <p>The Defendant Marisa Taylor Thomas [Text]: <i>Can you tell us what’s inaccurate?</i></p>
01:16	<p>Close-up of a Land Title document. The following words are highlighted in yellow: “NEW WESTMINSTER LAND TITLE OFFICE” and “REGISTERED OWNER IN FEE SIMPLE: JOEY DEREK HANSEN. . . CHRISTA LEE PETERS.”</p> <p>The address on the document reads as follows: “309 – 10TH STREET, NEW WESTMINSTER, BC.”</p> <p>Cut to view of the entrance to a residence with the number “309.”</p> <p>Cut to shot of a window belonging to the building at address “309.”</p> <p>Cut to view of front of house.</p>	<p>The Defendant Taylor Thomas [Voice-Over]: <i>Land Titles documents show Hansen and Peters together bought this home in New Westminster in late January for \$335,000.</i></p> <p>The Defendant Taylor Thomas [Voice-Over]: <i>Two months after the questionable loan.</i></p>
TIME	VISUAL	AUDIO
01:27	<p>Document on the letter-head of Blair, Kackay Mynett Valuations Inc addressed to the Society of the Douglas Students’ Union.</p> <p>Cut to a close-up of the document</p>	<p>The Defendant Taylor Thomas [Voice-Over]: <i>The audit says the student union also spent about \$400,000 of restricted funds meant to pay students’ health and dental premiums on this building.</i></p>

	<p>with the words “Our Findings” and “Douglas College” displayed on screen.</p> <p>Cut to a wide-angle view of a commercial building. The camera pans right to left.</p> <p>Cut to a wide-angle view of the back of a commercial building.</p> <p>The camera pans right to left.</p> <p>Still view of the entire back of the building.</p> <p>The words “COLOUR ONE PHOTO LAB” appear in block letters on the top-left hand corner of the building.</p> <p>Cut to the website of the Canadian Federation of Students.</p>	<p>The Defendant Taylor Thomas [Voice-Over]:</p> <p><i>The Canadian Federation of Student Services, an umbrella organization the union is a part of, repeatedly denied to us and our lawyer they provided the money to pay the union’s premiums.</i></p> <p>The Defendant Taylor Thomas [Voice-Over]:</p> <p><i>A few days later they admitted otherwise.</i></p>
TIME	VISUAL	AUDIO
01:54	<p>Close-up of Joel Koette.</p> <p>Graphics containing the subtitle: “OCTOBER 24, JOEL KOETTE, Former DSU and CFS-BC Member.”</p> <p>The Global logo also appears on screen.</p>	<p>The Defendant Taylor Thomas [Text]:</p> <p><i>Were you told to keep this secret or that this shouldn’t be public knowledge?</i></p> <p>Joel Koette [Text]:</p> <p><i>Absolutely I was told that this wasn’t to be an open discussion with anyone.</i></p> <p>The Defendant Taylor Thomas [Text]:</p> <p><i>So people weren’t supposed to know that the CFS paid the premiums?</i></p> <p>Joel Koette [Text]: <i>Yup, no-one was supposed to know.</i></p>
02:08	<p>The Defendant Taylor Thomas facing the camera.</p> <p>Graphics containing the subtitle: “MARISSA TAYLOR THOMAS, Reporting”</p>	<p>The Defendant Taylor Thomas [Text]:</p> <p><i>Global News has learned that Phillip Link of the Canadian Federation of Student Services in Ottawa was the one that approved the apparent top-secret loan.</i></p>

	<p>The Global logo also appears on screen.</p> <p>Cut to close-up of the Defendant Taylor Thomas's right hand writing on a notepad.</p> <p>Subtitle: "VOICE OF PHILIP LINK Canadian Federation of Student Services."</p> <p>The Global logo also appears on screen.</p> <p>Cut to the Defendant Taylor Thomas sitting at a desk while listening to her cell phone with her left hand while she writes on her note pad with her right hand.</p>	<p><i>Link and Hanson worked closely together here in BC in the past and we called Link to find out why his organization bailed out the union.</i></p> <p>Phillip Link [Text]: <i>The only issue here is that Douglas College Student Union fell behind paying its premiums and it owes the people it owes the money to.</i></p> <p><i>There's no loan as you've misrepresented.</i></p>
TIME	VISUAL	AUDIO
02:42	<p>The Defendant Taylor Thomas speaks to the camera.</p> <p>Cut to the Defendant Taylor Thomas sitting at a desk listening to her cellular telephone and writing in her note pad.</p> <p>Cut to the Defendant Taylor Thomas writing on a notepad.</p> <p>Cut to the Defendant Taylor Thomas sitting at a desk with her note pad in front of her while she speaks on her cellular telephone.</p>	<p>The Defendant Taylor Thomas [Text]: <i>How can there be no loan if you advance the money on their behalf?</i></p> <p>Phillip Link [Text]: <i>I've already said that didn't happen</i></p> <p>The Defendant Taylor Thomas [Text]: <i>So how much did you advance?</i></p> <p>Phillip Link [Text]: <i>Zero.</i> <i>What is your problem?</i> <i>Why, why do you not understand?</i></p> <p>The Defendant Taylor Thomas [Text]: <i>We got a document from you saying that the CFS Services advanced the money to pay the premiums. Is that not the case?</i></p>

	<p>Cut to the Defendant Taylor Thomas sitting at a desk while reading from a document which she is flipping through.</p>	<p>Phillip Link [Text]: <i>Why don't you read me the exact passage?</i></p> <p>The Defendant Taylor Thomas [Text]: <i>Statement of CFS services. On June 28, 2005 CFS Services transferred \$276,000 to the insurance broker that manages the union's health and dental insurance plan.</i></p> <p><i>Is that true?</i></p> <p>Phillip Link [Text]: <i>The problem here is you are, you are mis-portraying that as being an advance.</i></p> <p>The Defendant Taylor Thomas [Text]: <i>What would you call it?</i></p> <p>Phillip Link [Text]: <i>Hey, you know what? What's your problem?</i></p>
TIME	AUDIO	AUDIO
03:52	<p>Website of the Canadian Federation of Students.</p> <p>Cut to a graphic entitled "PHILIP LINK'S PAST."</p> <p>The following words appear on screen in sequence in white font:</p> <p>"1986: Mischief Charge, FOUND GUILTY"</p> <p>"1989: Mischief Charge, FOUND GUILTY"</p>	<p>The Defendant Taylor Thomas [Voice-over]: <i>Link has climbed to the top of the CFSS despite his repeated run-ins with the law.</i></p> <p>The Defendant Taylor Thomas [Voice-over]: <i>Court records reveal in 1986 Link was charged with mischief. He was found guilty and given a discharge.</i></p> <p>The Defendant Taylor Thomas [Voice-over]: <i>In May of 1989 he was charged with breaking someone's window. He was found guilty and given an absolute discharge.</i></p>

<p>“1989: Assault Charge, FOUND GUILTY”</p> <p>“1997: Assault Charge, ACQUITTED”</p> <p>The Global logo also appears on screen.</p> <p>Cut to over-head view of Nicole Woods holding a document speaking to youth in the vicinity of concrete steps.</p> <p>Cut to a close up of Nicole Woods.</p> <p>Cut to an over-the-shoulder view of Nicole Woods from a distance speaking to youth in the vicinity of concrete steps</p>	<p>The Defendant Taylor Thomas [Voice-over]: <i>Three months later he was charged with assault and found guilty.</i></p> <p>The Defendant Taylor Thomas [Voice-over]: <i>In 1997 he was charged with assault again. This time against a female CFS executive. He was acquitted.</i></p> <p>The Defendant Taylor Thomas [Voice-over]: <i>Meantime, students at the college now need to call a special meeting to formally impeach the board, which last week rejected a motion to take Joey Hansen off paid leave, so he’s still entitled to collect a pay cheque.</i></p>
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27. The expression complained of in the November 13 Broadcast meant and was understood to mean:

- a) The Douglas Student’s Union had reasonable grounds to believe that the Plaintiff Hansen had embezzled Student Union funds and for that reason took the rare step of ordering a forensic audit on itself;
- b) The Plaintiff illegally caused 20 cheques to be made payable to himself by failing to provide necessary supporting documentation to the Defendant Gojevica and thereby embezzled Student Union money;
- c) The Plaintiff embezzled \$20,000 from the Student Union by issuing an unapproved cheque to his partner Christa Peters for the purchase of a house and only repaid the money when his embezzlement was discovered by the audit;

- d) The Plaintiff conspired with Philip Link to obtain a secret loan from the Canadian Federation of Students in order to conceal his embezzlement of Student Union funds;
- e) The Plaintiff unsuccessfully attempted to conceal evidence from the Student Union auditors relating to the \$20,000 cheque to Christa Peters; and/or
- f) One or more of the above.

Each of the above meanings is false.

REPUBLICATION ON THE INTERNET

28. The Defendants, and each of them, knew, intended, and expected that the defamatory expression for which each is responsible, as alleged above, would be republished to the whole world on the Internet, on the website of the Defendant CanWest, and they also knew, intended and expected that visitors to the website of the Defendant CanWest would download the newscasts containing the defamatory expression, and republish it on other websites such as <http://www.youtube.com/>, which did in fact occur. Alternatively, such republication to the whole world on the Internet was the natural and foreseeable result of the original publication of the defamatory expression on the website of the Defendant CanWest.

ACTUAL MALICE

29. The Defendants, and each of them, maliciously published the defamatory expression for which each is responsible with the knowledge that the defamatory imputations conveyed by the defamatory expression were false, or alternatively, with reckless indifference whether they were true or false. The CanWest Defendants failed to report to its viewers that the Auditor's Report contained significant errors and omissions, that the auditor who authored the Auditor's Report had already retracted and corrected certain statements made in the Auditor's Report upon demand by the solicitor for the Plaintiff.

DAMAGES AND INJUNCTIVE RELIEF

30. The defamatory expression complained of in this Statement of Claim has caused injury, loss and damage to the Plaintiff, including special damages and loss of earnings or capacity to earn income, and the defamatory expression was deliberately calculated by the Defendants to expose the Plaintiff to contempt, ridicule and hatred, and to cause other persons to shun or avoid the Plaintiff, and to lower the Plaintiff's reputation in the eyes of right-thinking members of the community. The defamatory expression has caused or contributed to the Plaintiff's dismissal from his position as Finance & Service Coordinator with the Student Union and extinguished or substantially diminished any opportunity for future employment with a student union or in fact with any position requiring the trust and confidence of the employer.

31. The Defendants, and each of them, have been guilty of reprehensible, insulting, high-handed, spiteful, malicious and oppressive conduct and such conduct by the Defendants justifies the court in imposing a substantial penalty of exemplary damages on the Defendants and an award of special costs in favour of the Plaintiff, in addition to the award of general damages for injury to reputation. The Plaintiff will rely upon the entire conduct of the Defendants to the date of judgment in this action.

32. The Defendants were motivated in publishing the defamatory expression, and in their subsequent and related conduct, by actual and express malice, which increased the injury to the Plaintiff, and by increasing the mental distress and humiliation of the Plaintiff.


33. The Defendants have not published a retraction or apology for any of the defamatory expression complained of in this Statement of Claim.

The Plaintiff therefore claims against the Defendants, jointly and severally, as follows:

- a. general damages;
- b. special damages;
- c. aggravated damages,
- d. exemplary damages;
- e. an interlocutory and permanent injunction to restrain the Defendants, by themselves or by their agents, servants, employees, directors, or otherwise, directly or indirectly, from any further publication of the defamatory expression, or publications to the same effect;
- f. interest pursuant to the Court Order Interest Act;
- g. special costs plus disbursements; and
- h. such further and other relief as to this Honourable Court may seem just.

Place of trial: Vancouver, British Columbia

DATED: January 23, 2006


Roger D. McConchie
McConchie Law Corporation
Solicitor for the Plaintiff





IN THE SUPREME COURT OF BRITISH COLUMBIA

BETWEEN:

JOEY HANSEN

PLAINTIFF

AND:

CLIVE JACKSON, IAN HAYSOM, MARISA TAYLOR
THOMAS, CANWEST MEDIAWORKS INC., CANWEST
MEDIAWORKS PUBLICATIONS INC. and JESSICA GOJEVIC

DEFENDANTS

STATEMENT OF DEFENCE

1. Except where expressly admitted, the Defendants, Clive Jackson, Ian Haysom, Marisa Taylor Thomas, CanWest MediaWorks Inc. and CanWest MediaWorks Publications Inc. ("these Defendants") deny each and every allegation contained in the Statement of Claim.
2. These Defendants admit paragraphs 2, 3 and 4 of the Statement of Claim. These Defendants also admit that the Defendants Jackson, Haysom and Taylor Thomas were employed by the Defendant, CanWest MediaWorks Inc. These Defendants further say that CanWest MediaWorks Publications Inc., whose role is not specified in any way in the Statement of Claim, does not own or operate the television station in question or employ any of the Defendants.
3. With respect to the allegedly defamatory expression, these Defendants say that the excerpts from its broadcasts referenced in paragraphs 21, 24 and 26 of the Statement of Claim are substantially accurate, but these Defendants rely upon the entire broadcasts and series of broadcasts for accuracy and context.

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4. With respect to the meanings alleged in paragraphs 23, 25 and 27, these Defendants say that the words of the broadcasts were plain and obvious and they deny the extended meanings the Plaintiff seeks to assert.
5. With respect to the alleged re-publication in paragraph 28 of the Statement of Claim, publication by others on www.youtube.com or elsewhere on the Internet, if it occurred, was an unauthorized breach of copyright, contrary to repeated copyright warnings which accompany Canwest's news broadcasts, and none of these Defendants are liable for such re-publication.
6. In answer to the whole of the Statement of Claim, these Defendants say that the expression complained of in the Statement of Claim was true or substantially true. In particular:
 - a) The Plaintiff Joey Hansen ("Hansen") was Finance and Services Coordinator for the Society of Douglas Students' Union ("DSU") at all material times;
 - b) The DSU 's financial statements showed a deficit for at least two consecutive years immediately preceding the broadcasts;
 - c) Pursuant to Section 21(4)(a) of the *College and Institute Act*, R.S.B.C. 1996, c. 52, educational institutions, including Douglas College, collect and remit student fees to their students' unions under certain conditions, including that the student union make available to its members annual audited financial statements and a report on those financial statement by an auditor, and that the student union inform the board of the institution in writing that this has occurred;
 - d) Douglas College began withholding the said funds from the DSU in 2006 after learning that one or more written representations by the students' union, required under the *College and Institute Act* were false. The funds withheld were close to one million dollars;

- e) The auditors for the DSU, Tompkins, Wozny, Miller & Co., prepared a Post Audit Memorandum for the years ending August 31, 2002 to 2004, which raised numerous serious concerns over financial procedures;
- f) The DSU commissioned an audit by Blair Mackay Mynett Valuations Inc. ("BMM"), whose resulting report was dated April 18, 2006. The research for the report included, among other things, interviews with Hansen and several others. The report identified numerous serious financial irregularities and referred repeatedly to Hansen as the person responsible for the finances of the DSU. BMM's findings included but were not limited to the following:
 - i) At least one written statement of the DSU, prepared by Hansen, that the DSU was in compliance with Section 21 of the *College and Institute Act*, was false and continued to be false as at the time of the BMM audit report;
 - ii) The DSU agreed in September, 2004 to purchase a building at 70 Eighth Street, New Westminster, British Columbia, for \$1.2 million with a vendor take back mortgage of \$800,000, and a cash requirement of \$461,200.17 to complete the purchase;
 - iii) The DSU financial statements showed deficits every year from 2001 forward, such that the cash requirements to complete the purchase were not available from the DSU's general funds and must have come from restricted funds described below;
 - iv) The purchase of the building was in breach of Section 4 of the DSU by-law No. 14, which requires that purchases of over \$10,000 require two weeks' advance notice to the general membership. The purchase agreement was executed September 23, 2004 but the notice to the general membership did not occur until over a month later;
 - v) Numerous accounting concerns were identified, including outstanding Canada Revenue Agency and City taxes and remittances, a lack of bank

reconciliations since 2004, a lack of budget since 2001, an out of date general ledger, inadequate filing systems, and poor cash and revenue handling;

- vi) The DSU has two restricted funds, the Performing Arts Fund and the Health and Dental Plan Fund, both of which currently have unfunded liabilities exceeding \$240,000, indicating that restricted funds were used for other purposes, which is a breach of conditions of trust placed on those funds;
- vii) Of \$855,400 turned over by Douglas College to the Health and Dental Plan Fund on October 2004, only \$343,184 was used for health and dental plan premiums and the remainder was used for the purchase of the building;
- viii) In consequence of the use of restricted funds for purchasing the building, the DSU was unable to make its health and dental plan premium payments;
- ix) One of the restricted funds, the Performing Arts Fund, showed a \$233,854 deficit, which was an unfunded liability and "whatever moneys were provided for these purposes appear to have been used in operations or for other purposes, a breach of the conditions of trust...";
- x) The Canadian Federation of Students ("CFS") funded premiums for the DSU health and dental plans, and provided loans to the DSU, none of which were approved by the Representative Committee;
- xi) Several cheques were issued payable to Hansen and, despite requests, he had not at the time of the BMM report provided adequate documentation to support the expenditures. BMM described this as "a serious breach of internal control and accountability, and if Mr. Hansen is unable to produce adequate documentation, a misappropriation of funds";

- xii) A cheque was issued by the DSU on December 6, 2004 to Christa Peters, who is the partner of Hansen. Hansen confirmed to BMM that this was a temporary loan for the purpose of making a down payment on a house. It was made without any approval from the Representative Committee. Although the loan was repaid, BMM stated "Notwithstanding the repayment, this is an example of blatant misuse of DSU member funds".

- g) Students are elected to the DSU executive for one year terms. Hansen was a staff person who remained in his position as Finance and Services Coordinator for several years;

- h) Student services, such as the staffing of the DSU office, photocopiers and events, suffered at the time of the financial problems and were compounded by the building purchase;

- i) When the DSU executive was presented with the proposal to purchase the building, questions arose about whether there was adequate cash flow and Hansen stated that the cash flow was adequate;

- j) On numerous occasions when the Defendant Gojevic held the position of Treasurer, Hansen presented her with cheques to sign which he advised were for expenses without any cheque requisition or supporting documentation. When asked by BMM to provide supporting documentation, as of the date of the BMM report, Hansen did not provide adequate documentation;

- k) The CFS advanced at least \$276,000 to cover the DSU dental and health premiums, but denied or attempted to conceal that fact until issuing a statement admitting to same after the first two of the broadcasts;

- l) The CFS (British Columbia) also loaned at least \$200,000 to the DSU;

- m) New Westminster Police opened an investigation file in relation to the financial irregularities which remains open;

- n) Douglas College students created a petition to impeach the DSU Board after the BMM audit revealed the financial problems and irregularities. Over 1200 students signed;
 - o) Hansen and Peters bought a home for approximately \$335,000 in New Westminster in or about January of 2006;
 - p) Hansen has worked with or for the CFS and Philip Link in the past;
 - q) Philip Link of the CFS denied to the Defendant Taylor Thomas that the CFS had advanced funds on behalf of DSU to cover premiums even after the CFS had publicly admitted doing so. Link has been charged with crimes and has been found guilty of crimes, including assault, more than once.
7. In the alternative, these Defendants say that the following words were comment, honestly held, on a matter of public interest, namely the financial management of the DSU and upon true or substantially true facts and matters which were stated or known:
- a) As to the expression complained of in paragraph 21 of the Statement of Claim:
 - i) "financial irregularities";
 - ii) "Joey Hansen, is at the centre of a financial controversy";
 - iii) "There was definitely no extra cash to be able to buy a million dollar building";
 - iv) "But the situation at the Student Union was dire and the review revealed more problems";
 - v) "and as long as these staff members, where there is a general disregard, or perhaps a disrespect for the rights of the individual students that are paying these fees which end up going into their coffers";
 - vi) "We regard this as a serious breach of internal control";

- vii) "He was unable to provide documentation";
- viii) "It was a blatant misuse of funds";
- b) As to the words complained of at paragraph 24 of the Statement of Claim:
 - i) "New questions are being raised tonight about how and why large loans were made to the Douglas Students' Union after a forensic audit revealed ongoing financial problems";
 - ii) "We told you about a financial investigation involving this man, Joey Hansen";
 - iii) "Auditors did not get adequate documentation";
 - iv) "Why would she be loaned money out of Student Union funds to buy a house?";
 - v) "its problems managing money";
 - vi) "a dozen angry phone calls";
 - vii) "So people weren't supposed to know the CSF paid the premiums? ... Yup, no one was supposed to know";
 - viii) "This building that the Student Union bought after diverting funds from the student health and dental premiums";
 - ix) "Now the Canadian Federation of Students watchers are calling foul as CSF BC funds which come from students apparently have been used to help the student union in dire financial trouble";
 - x) "If it is the case that they are giving unauthorized loans to locals, that's very problematic. If the organization is having financial troubles, you need to be more careful with loans than that";

- xi) "There certainly have been some challenges that the student union has faced";
 - xii) "Until the questions raised by the audit are addressed, it's unlikely Douglas College will release any funds";
 - xiii) "So should students be alarmed about what's going on – I would say yes, they definitely should and students should be getting involved and should be asking questions";
- c) With respect to the words complained of in paragraph 26 of the Statement of Claim:
- i) "The allegations of financial irregularities at Douglas College";
 - ii) "after major financial concerns were revealed";
 - iii) "Joey Hansen, the man responsible for the Union's finances, was singled out in the audit ... auditors have not received satisfactory documentation";
 - iv) "Why would she be loaned money out of student union funds to buy a house?";
 - v) "the questionable loan";
 - vi) "The audit says the student union also spent about \$400,000 of restricted funds meant to pay students' health and dental premiums on this building";
 - vii) "The Canadian Federation of Students Services repeatedly denied to us";
 - viii) "So people weren't supposed to know the CFS paid the premiums? ... Yup, no one was supposed to know";
 - ix) "the apparent top-secret loan";

- x) "Link and Hansen worked closely together here in B.C. in the past and we called Link to find out why his organization bailed out the union";
- xi) "How can there be no loan if you advance the money on their behalf?";
- xii) "What would you call it?";
- xiii) "[Link's] repeated run-ins with the law".

8. Particulars of the facts and matters upon which the said comments were based are as set forth in paragraph 6 of this Statement of Defence. These Defendants say that all of the said facts and matters are true or substantially true.

9. In the alternative, these Defendants say that the following words are protected by privilege or qualified privilege at common law and pursuant to Section 3 of the *Libel and Slander Act*, R.S.B.C. 1996, c. 263, as they were a fair and accurate report of proceedings publicly heard before a court, namely the defamation lawsuit previously commenced by Hansen:

a) As to the words complained of at paragraph 21 of the Statement of Claim:

- i) "This man Joey Hansen is at the centre of the financial controversy involving the Douglas College Students' Union where he is in charge of their finances ... [Hansen] I have already filed a lawsuit related to some of the allegations ... I am going to let the courts deal with that";
- ii) "Joey Hansen, who is currently suing the SFU newspaper over a story regarding the audit and is contemplating other lawsuits was specifically referred to in the review";
- iii) [Hansen] "I am just saying that the report contains inaccuracies and that I am going to let the courts deal with this at this time";

b) As to the words complained of at paragraph 24 of the Statement of Claim:

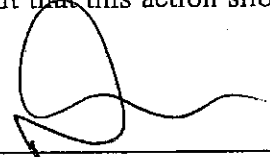
- i) "Last week we told you about a financial investigation involving this man, Joey Hansen ... [Hansen] "I am going to let the courts deal with that";
 - ii) "His partner was also temporarily loaned \$20,000 from Union funds. [Taylor Thomas] 'Why would she be loaned money out of student union funds to buy a house?'. [Hansen] 'I'm just saying that the report contains inaccuracies and that I'm going to let the courts deal with this at this time'";
- c) As to the words complained of at paragraph 26 of the Statement of Claim:
- i) [Taylor Thomas] "Why would she be loaned money out of student union funds to buy a house?". [Hansen] "I'm just saying that the report contains inaccuracies and that I'm going to let the courts deal with this at this time. Thanks".
10. If any of these Defendants are liable for any of the words complained of, which is denied, these Defendants say that if Hansen suffered any damage, which is denied, all or virtually all of the said damage can be attributed to Hansen's own fault in breaching financial management protocols, DSU by-laws, the *College and Institute Act*, making a false written statement and his financial incompetence, all as described in the Post Audit Memorandum and BMM audit report. These Defendants rely upon the *Negligence Act*, R.S.B.C. 1996, c. 333, and ask that Hansen's degree of fault be attributed to him.
11. Alternatively, if these Defendants are liable and Hansen suffered damage which was the fault of any of these Defendants, all of which is denied, these Defendants rely upon the following factors in mitigation of damages:
- a) Hansen was given repeated opportunities, before the first broadcast and during the ongoing series of broadcasts, to specify any factual inaccuracies in the broadcasts, and he did not specify one, despite these Defendants' continued express willingness to address and if necessary correct any such item;

- b) The broadcasts repeatedly included Mr. Hansen's side of the story to the extent that he provided it;
- c) The financial mismanagement and breaches by Hansen as described in the BMM audit report are relied upon in their entirety as directly relevant context bearing upon the question of damages;
- d) All facts found to be true in respect of the plea of truth herein.

12. As to the claim of actual malice, these Defendants deny any malice, and as to the single ground alleged at paragraph 29 of the Statement of Claim, namely an alleged failure to report that the auditors' report contained errors, these Defendants say the broadcasts reported the corrected information as confirmed by the auditors only, and repeatedly included Mr. Hansen stating that the audit report contained inaccuracies.

WHEREFORE these Defendants submit that this action should be dismissed with costs.

Dated: February 26, 2007



Solicitor for the Defendants, Clive Jackson,
Ian Haysom, Marisa Taylor Thomas,
CanWest MediaWorks Inc. and
CanWest MediaWorks Publications Inc.

THIS STATEMENT OF DEFENCE is made by Daniel W. Burnett, of Owen Bird Law Corporation, whose place of business and address for service is P.O. Box 49130, Three Bentall Centre, 2900 - 595 Burrard Street, Vancouver, B.C. V7X 1J5, Telephone: 604-691-7506 (Attention: Daniel W. Burnett)