

DECISION OF THE WORKERS' COMPENSATION APPEAL TRIBUNAL

WCAT DECISION DATE: June 18, 2021

WCAT DECISION NUMBER: A2000630

WCAT PANEL: Herb Morton

RE: Amarjit Kaur Purba v. David Lloyd Coughtry
New Westminster Registry No. 203133
Certification to Court
WCAT No. A2000630

Applicant: David Lloyd Coughtry
("Defendant")

Respondent: Amarjit Kaur Purba
("Plaintiff")

Representatives:

For Applicant: Yulin Shih
Burns Fitzpatrick LLP

For Respondent: Rita Sidhu
Barrister & Solicitor

DECISION OF THE WORKERS' COMPENSATION APPEAL TRIBUNAL

Introduction

- [1] The plaintiff, Amarjit Kaur Purba, was injured in a motor vehicle accident on July 5, 2017. The accident occurred at approximately 12:45 p.m. on Simon Avenue, between Emerson Street and Gladwin Road, in Abbotsford, British Columbia. The plaintiff was employed as a care aide by CBI aka We Care Health Services GP Inc. (We Care). The plaintiff was driving her own car, and the accident occurred after she stopped to get gas between seeing clients.
- [2] The plaintiff's vehicle was struck by a vehicle which was owned by, and was being driven by, the defendant, David Lloyd Coughtry. The defendant was employed by the Community Living Society (the Society) as a community living counsellor. A special needs adult, Mr. S, was a passenger in the defendant's vehicle at the time of the accident.
- [3] Where an action is commenced based on a disability caused by occupational disease, a personal injury, or death, a party or the court may ask the Workers' Compensation Appeal Tribunal (WCAT) to make determinations and to certify those determinations to the court. This application was initiated by counsel for the defendant on February 12, 2020. Transcripts have been provided of the September 19, 2019 examinations for discovery of the plaintiff and defendant.
- [4] We Care and the Society are not participating in this application, although invited to do so as interested persons.
- [5] Written submissions have been provided by the parties to the legal action. The central background facts are not in dispute, and this application does not involve any significant issue of credibility. I find that this application can be properly considered on the basis of the written evidence and submissions, without an oral hearing.

Issue(s)

- [6] Determinations are requested concerning the status of the parties to the legal action, at the time of the July 5, 2017 motor vehicle accident.

Jurisdiction

- [7] This application was initiated under section 257 of the *Workers Compensation Act* (Act). On April 6, 2020, the Act was reorganized and renumbered under the *Statute Revision Act*, RSBC 1996, c. 440. As the revised provisions have the same effect as the provisions which existed at the time the cause of action arose, the revised provisions apply¹. Under the *Workers Compensation Act*, RSBC 2019, c. 1, section 10 has been replaced by section 127, and section 257 has been replaced by section 311.
- [8] The policies that apply to this decision are set out in the Board's *Assessment Manual* and the *Rehabilitation and Services Claim Manual, Volume II* (RSCM II). The *Assessment Manual* and the RSCM II were amended, as of April 6, 2020, to use the section numbers and language of the revised Act. The policies that apply in this decision are those that were in effect at the time of the accident, as amended on April 6, 2020 to reflect the revised Act.
- [9] Part 7 of the current Act applies to proceedings under section 311, except that no time frame applies to the making of the WCAT decision (section 311(3)). WCAT is not bound by legal precedent (section 303(1)). WCAT must make its decision based on the merits and justice of the case, but in so doing must apply a published policy of the board of directors of the Workers' Compensation Board, operating as WorkSafeBC (Board), that is applicable (section 303(2)). Section 308 provides that WCAT has exclusive jurisdiction to inquire into, hear and determine all those matters and questions of fact, law and discretion arising or required to be determined under Part 7 of the Act, including all matters that WCAT is requested to determine under section 311. The WCAT

¹ Section 8 of the *Statute Revision Act* provides that a revision does not operate as new law but has effect and must be interpreted as a consolidation of the law contained in the Acts and provisions replaced by the revision. If a revised provision has the same effect as a provision replaced by the revision, the revised provision operates retrospectively as well as prospectively, and is deemed to have been enacted and to have come into force on the day on which the provision replaced by the revision came into force. If a revised provision does not have the same effect as a provision replaced by the revision, the provision replaced by the revision governs all transactions, matters and things before the revision comes into force, and the revised provision governs all transactions, matters and things after the revision comes into force.

decision is final and conclusive and is not open to question or review in any court (section 309(1)). The court determines the effect of the certificate on the legal action: *Clapp v. Macro Industries Inc.*, 2007 BCSC 840.

Status of the plaintiff, Amarjit Kaur Purba

• (a) *Background and Evidence*

- [10] A physician's report of injury, and an employer's report of injury, were received by the Board concerning the plaintiff's injury in the July 5, 2017 accident. The employer, We Care, advised that the plaintiff was employed as a care aide, and that she was involved in a motor vehicle accident while driving to see a client. By letters of September 1 and 7, 2017, a Board entitlement officer advised the plaintiff that her claim was suspended as she had not submitted an application for compensation.
- [11] The plaintiff gave evidence in an examination for discovery on September 19, 2019. At the time of the accident, she lived in Abbotsford (Q 9 to 10). She was employed as a care aide for We Care (Q 96). She started working for We Care in May 2016 (Q 101). At the time of the accident, she was working 40 hours a week, and sometimes more (Q 104). She received an overtime rate after working 40 hours in a week (Q 105 to 106). She went to see her family physician the day after the accident (Q 112 to 114).
- [12] The plaintiff's work as a care aide involved assisting clients with grooming, taking a shower, eating, and transferring from bed to a chair and from the chair to a bed (Q 123 to 124). On average, she saw six to eight clients a day (Q 125). If she was assigned to a client for one hour, she would spend 40 to 45 minutes with the client (Q 126).
- [13] She was the registered owner of the vehicle she was driving at the time of the accident (Q 38). The July 5, 2017 accident occurred on a Wednesday, perhaps between 12:43 and 12:47 p.m., and certainly between 12:30 and 1:00 p.m. (Q 57 to 59). Just prior to the accident, she had stopped to fill up at the Superstore gas station (Q 60). The accident occurred as she was exiting the gas station to go to work (Q 60 to 61, 211).
- [14] The plaintiff had a client until 12:30 p.m., and then had a half hour break before her next client. She was filling up her gas tank during this break before going back to work (Q 62). They were given ten minutes of travel time between each client (Q 64). She had to be at her next client's home at 1:00 p.m. (Q 65). Her next client lived approximately

two kilometres from the Superstore gas station (Q 66). The next client resided on Countess Street in Abbotsford.

[15] After filling up at the gas station, the plaintiff took the first exit and turned right onto the curb lane of Simon Avenue (Q 212 to 217). She was traveling west on Simon Avenue (Q 233).

- (b) *Analysis*

[16] Section 1 of the Act defines “worker” as including a person who has entered into or works under a contract of service or apprenticeship, whether the contract is written or oral, express or implied, and whether by way of manual labour or otherwise. There is no dispute concerning the fact the plaintiff was employed as a care aide by We Care.

[17] I find that at the time of the July 5, 2017 accident, the plaintiff was a worker within the meaning of the compensation provisions of the Act. At issue is whether the accident arose out of and in the course of her employment.

[18] The defendant submits that the plaintiff was a traveling employee, and that stopping for gas did not involve a major deviation for a personal reason. The stop at Superstore for gas did not change the primary purpose of her travel, which was to go to her next client’s residence.

[19] The plaintiff does not take issue with the fact that workers’ compensation coverage would apply for a care aide driving from one client to another. She submits, however, that she was engaged in a substantial deviation from her employment, when she stopped to get gas during her half hour break between clients. She submits that her travel at the time of the accident was not within the scope of her employment.

[20] At the time of the accident on July 5, 2017, Chapter 3 of the RSCM II contained several policies relevant to this application. Item C3-14.00 is the principal policy that provides guidance in deciding whether or not an injury or death arises out of and in the course of the employment. Policy at item C3-14.00 explains that the test of employment connection concerns whether the worker’s personal injury arose out of and in the course of the employment. Employment is a broader concept than work and includes more than just productive work activity. An injury or death that occurs outside a worker’s productive work activities may still arise out of and in the course of the worker’s employment.

- [21] Item C3-14.00 further explains that “arising out of” a worker’s employment generally refers to the cause of the injury or death. In considering causation, the focus is on whether the worker’s employment was of causative significance (i.e., more than a trivial or insignificant aspect) in the occurrence of the injury. “In the course” of a worker’s employment generally refers to whether the injury or death happened at a time and place and during an activity consistent with, and reasonably incidental to, the obligations and expectations of the worker’s employment. Time and place are not strictly limited to the normal hours of work or the employer’s premises.
- [22] Policy at item C3-14.00 sets out a non-exhaustive list of nine non-medical factors to be considered in determining whether a worker’s injury arose out of and in the course of the worker’s employment. All of these factors may be considered in making a decision, but none may be used as an exclusive test. Other relevant factors not listed in the policy may also be considered. As well, other policies in Chapter 3 of the RSCM II may provide further guidance in particular situations.
- [23] I have considered the nine factors listed in item C3-14.00 as follows. For the purposes of this initial analysis I have largely focused on the general purpose of the plaintiff’s travel between clients. I have also considered below the significance of the worker’s 30-minute break between clients and her stop for gas prior to the accident.
1. *On Employer’s Premises*
- [24] The accident occurred on a public street. This factor does not support coverage.
2. *For Employer’s Benefit*
- [25] The plaintiff’s travel to clients’ homes to provide services as a care aide was for her employer’s benefit. Accordingly, her travel between clients’ homes was for the employer’s benefit. This factor supports coverage.
3. *Instructions From the Employer*
- [26] The employer provided the plaintiff with a schedule for providing services to clients. Her travel between clients was thus pursuant to instructions from her employer, at least in a general sense. This factor provides support for coverage.

4. Equipment Supplied by the Employer

[27] At the time of the accident, the plaintiff was not using equipment provided by the employer. She was driving her own car. This factor does not support coverage.

5. Receipt of Payment or Other Consideration from the Employer

[28] The plaintiff was not in the process of obtaining payment or other consideration from the employer, such as by going to the employer's premises to pick up a pay cheque. This factor is not applicable and does not support coverage.

6. During a Time Period for which the Worker was Being Paid or Receiving Other Consideration

[29] The plaintiff advised that she was given ten minutes of travel time between each client. Arguably, this factor provides some limited support for coverage, inasmuch as the fact that care aides were given ten minutes of travel time between each client provides some recognition of the need for travel as part of their employment. However, there was a half hour interval between the time she finished with her previous client at 12:30 p.m., and the time she would see her next client at 1:00 p.m. It appears that the accident did not occur within the 10 minutes of time allotted for travel between clients. Accordingly, this factor does not provide direct support for coverage.

7. Activity of the Employer, a Fellow Employee or the Worker

[30] The accident did not involve any activity of the employer or a fellow employee. This factor does not support coverage.

8. Part of Job

[31] The plaintiff's activity of driving between clients was integral to her work as a care aide providing services to clients in their homes. This factor supports coverage.

9. Supervision

[32] The plaintiff was not being supervised at the time of the accident. This factor does not support coverage.

[33] In summary, only three (2, 3 and 8) of the nine factors support coverage. The evidence regarding the nine factors listed in item C3-14.00 is mixed.

[34] I have also considered the more specific policies contained in Chapter 3 of the RSCM II. At the time of the accident on July 5, 2017, policy at item C3-19.00 concerning "Work-Related Travel" defined "traveling employee", as follows:

"Traveling employees" are workers who:

- typically travel to more than one work location in the course of a normal work day as part of their employment duties; or
- have a normal, regular or fixed place of employment, and are directed by the employer to temporarily work at a place other than the normal, regular or fixed place of employment.

[35] The policy provides a list of examples of traveling employees, which includes home care workers.

[36] The plaintiff's evidence was that she saw six to eight clients a day, on average. She was clearly a traveling employee, as she typically traveled to multiple work locations in the course of a normal work day as part of her employment duties.

[37] Policy at item C3-19.00 describes the scope of workers' compensation coverage for traveling employees as follows:

An employment connection generally exists throughout the travel undertaken by traveling employees, provided they travel reasonably directly and do not make major deviations for personal reasons. This is so regardless of whether public or private transportation is used.

An employment connection may not exist for the portion of travel between the traveling employee's home and the employer's premises that is undertaken at the commencement or termination of each work day. These workers may be considered to be on a "regular commute" for that portion of their travel, which is discussed in Section A above.

[38] The policy explains:

Travel to different work locations has an employment connection where a worker:

...

- routinely commences or terminates productive activity at varying work locations in the course of a normal work day. In these situations, the worker is generally considered to be in the course of the worker's employment from the time the worker commences travel on the public roadway. This could apply, for example, to cable installers and pharmaceutical sales representatives; ...

[39] The policy further provides:

An employment connection generally exists for traveling employees during normal meal or other incidental breaks, such as using the washroom facilities, so long as the worker does not make a distinct departure of a personal nature.

[40] The plaintiff cites *WCAT-2012-02477*. That decision concerned an appeal by a care aide whose employer provided services at a care centre. The worker was injured when she tripped over a cement divider in a parking lot next to the care centre. The worker's claim for compensation was denied by the Board on the basis that she was injured during a personal activity, and was not in the course of her employment at the time of the accident. In that case, the WCAT panel cited the policy at item C3-17.00, which provided:

In considering whether an injury or death arose out of and in the course of the employment, all relevant factors are taken into consideration including the causative significance of the worker's conduct in the occurrence of the injury or death and whether the worker's conduct was such a substantial deviation from the reasonable expectations of employment as to take the worker out of the course of the employment. An insubstantial deviation does not prevent an injury or death from being held to have arisen out of and in the course of the employment.

- [41] The WCAT panel found that the worker had left her work place to take some items to her car, for personal reasons. As well, the parking lot was not part of the premises of her employer. The WCAT panel found that while the worker's brief departure from the care centre may have been an insubstantial departure from the course of her employment, her injury did not arise out of her employment. The WCAT panel found that the presumption under section 5(4) of the Act, as it then existed, was rebutted. Her claim for workers' compensation benefits was denied.
- [42] I note that *WCAT-2012-02477* did not concern the scope of workers' compensation coverage for a traveling employee. It is relevant in relation to its conclusion that the worker's trip to her vehicle for personal reasons during her shift involved an insubstantial deviation from her employment, so that she remained "in the course of" her employment. Applying the statutory "accident presumption", it was then presumed that her injury in the accident also arose out of her employment. In that case, the WCAT panel found that the weight of the evidence rebutted this presumption.
- [43] As set out in policy item C3-19.00, workers' compensation coverage generally applies for a traveling employee during the course of their travel, including normal meal or other incidental breaks, such as using the washroom facilities. I consider that stopping for gas is a similar incidental break, in the same nature as stopping for a meal or for a bathroom break. Inasmuch as fuel is required for travel in a vehicle, stopping to purchase fuel is necessarily incidental to the travel.
- [44] Evidence has not been provided to suggest that the plaintiff stopped at Superstore for any other purpose than using its gas bar. No evidence has been provided to suggest that the plaintiff entered the Superstore to purchase items for her personal use. I find, therefore, that evidence is lacking to establish that the plaintiff engaged in any distinct departure on a personal errand.
- [45] Evidence has not been provided regarding the location of the plaintiff's previous client. The plaintiff reported that at the time of the accident, she was approximately two kilometres from the home of her next client. She intended to go to the home of her next client after she purchased the gas. Apart from describing her stop for gas, the plaintiff does not provide any other evidence regarding her activities between leaving the home of her previous client, and going to see her next client, to support her contention that she was engaged in a distinct departure of a personal nature.
- [46] Policy provides that an employment connection generally exists throughout the travel undertaken by traveling employees, provided they travel reasonably directly and do not

make major deviations for personal reasons. I do not consider that the 30 minute break between clients, and the plaintiff's stop for gas, suffice to show that the plaintiff had embarked on any major deviation for personal reasons. At the time of the accident, the plaintiff was continuing her travel to the home of her next client who lived two kilometres from the gas station. I find that the weight of the evidence supports a conclusion that at the time of the accident, the plaintiff was traveling "reasonably directly" to the home of her next client, and was not engaged in any major deviation for personal reasons.

- [47] I find, therefore, that any injury suffered by the plaintiff in the July 5, 2017 accident occurred in the course of her employment within the scope of the compensation provisions of the Act.
- [48] Section 1 of the Act defines accident as including a fortuitous event occasioned by a physical or natural cause. The motor vehicle accident happened by chance rather than design. I find that the plaintiff was injured by accident.
- [49] Section 134(3) (previously section 5(4)) of the Act provides, in relation to an injury caused by accident, that if the accident occurred in the course of the worker's employment, unless the contrary is shown, it must be presumed that the injury arose out of that employment. I find that this presumption is not rebutted by the evidence in this case.
- [50] I find, therefore, that the plaintiff was a worker, and that any injury suffered by her in the July 5, 2017 accident arose out of and in the course of her employment within the scope of the compensation provisions of the Act.

Status of the defendant, David Lloyd Coughtry

- [51] The plaintiff takes no position concerning the status of the defendant.
- [52] The defendant provided evidence in an examination for discovery on September 19, 2019. He was employed as a community counsellor, working with special needs adults (Q 4). The July 5, 2017 accident occurred on Simon Avenue, between the parking lot of Moxie's and Denny's and the parking lot of Superstore (Q 12). The defendant was not injured in the accident (Q 15). He was driving a Hyundai Veloster, which he owned (Q 20 to 21). At the time of the accident, he was coming from the Scotiabank on the other side of the parking lot (Q 35). He was headed to the Superstore (Q 65). He had a client, Mr. S, as his passenger (Q 78).

- [53] The defendant's work involved supporting special needs adults, including teaching them how to do their grocery shopping and how to cook (Q 79). They were going to Superstore to shop for groceries for Mr. S (Q 80). Mr. S had his own residence in Abbotsford (Q 81). Mr. S was not injured in the accident (Q 82). As the defendant exited the parking lot, he crossed at least two lanes on Simon Avenue and his vehicle collided with the vehicle being driven by the plaintiff (Q 94, 114).
- [54] The defendant also provided an affidavit on March 17, 2021. On July 5, 2017, he was employed by the Society as a community living counsellor. He had been employed at the Society since July 21, 2001. As a community living counsellor, he provided individualized assistance to special needs adults. He taught life skills, including teaching them how to cook, helping them to do errands, and assisting with grocery shopping, laundry, and exercising.
- [55] The defendant was required to drive the client wherever the client needed to go. If the defendant was using his own vehicle, he would report the mileage on his timesheets for reimbursement by the Society at a rate of \$0.47 per kilometre.
- [56] Around the time of the accident, the defendant was responsible for assisting two individuals. He assisted one person per day. His typical schedule at the time was as follows:
- Sunday from 5 p.m. to 11 p.m. with Mr. S;
 - An overnight from 11 p.m. to 8 a.m. with Mr. S;
 - Monday 8 a.m. to 5 p.m. with Mr. S;
 - Tuesday from 11 a.m. to 4 p.m. with another person;
 - Wednesday from 9 a.m. to 5 p.m. with Mr. S; and,
 - Thursday 11 a.m. to 4 p.m. with another person.
- [57] In his affidavit, the defendant advised that he worked 42 hours a week, and was paid an hourly salary. On the day of the accident, he was working a shift from 9 a.m. to 5 p.m. He was assisting Mr. S for the day. The plan was to take Mr. S grocery shopping. Immediately prior to the accident, they were at the Scotiabank to check the balance in Mr. S's account to see how much money he had for groceries. The defendant was not at the bank for personal purposes. After going to the bank, they were planning to shop for groceries at Superstore. The defendant was going to assist Mr. S with his grocery shopping. The defendant planned to bring Mr. S back to his residence, and to assist

Mr. S in putting his groceries away. They would subsequently go for lunch and then pursue another activity of Mr. S's choice.

- [58] The evidence shows that the defendant was employed by the Society, working 42 hours a week and being paid on an hourly basis. I find that the defendant was a worker within the meaning of the compensation provisions of the Act.
- [59] Several factors in item C3-14.00 support workers' compensation coverage. His actions in taking a client to the bank and to Superstore were for the employer's benefit. The defendant was paid on an hourly basis, and the accident occurred during a time period for which he was being paid. As well, he was eligible to be reimbursed by the employer for his mileage, in relation to his travel at the time of the accident. At the time of the accident, the defendant was engaged in his regular work activities with a client.
- [60] The other factors in item C3-14.00 which do not apply or do not support coverage relate to the fact the accident did not occur on the employer's premises, did not involve the use of equipment provided by the employer, and did not involve receipt of payment or other consideration from the employer. While the defendant's activities accorded with his job function, it appears that he had considerable latitude in performing his work so that his actions were not pursuant to any specific instructions from the employer and he was not being supervised at the time of the accident. The accident did not involve any actions of the employer or a fellow employee.
- [61] The evidence concerning the application of the factors in item C3-14.00 is thus mixed. I consider, however, that the factors supporting workers' compensation coverage in this case have considerable weight.
- [62] I also find that the defendant was a traveling employee. On the day of the accident, the defendant picked up Mr. S, took him to the bank, was taking him to Superstore, and was then planning to take him home to put the groceries away. He also intended to take Mr. S for lunch, and to then pursue another activity later in the afternoon. It is evident that such various activities involved travel to multiple work locations.
- [63] The defendant's typical weekly schedule included two day shifts with Mr. S (on Monday and Wednesday) and two day shifts with another person (on Tuesday and Thursday). I accept that the defendant's activities on the day of the accident were consistent with the nature of his general work duties. I find that the defendant typically traveled to more than one work location in the course of a normal work day as part of his employment duties.

- [64] As set out above, an employment connection generally exists throughout the travel undertaken by traveling employees, provided they travel reasonably directly and do not make major deviations for personal reasons. The evidence does not show any major deviation by the defendant for personal reasons. He was engaged in his regular work activities in taking Mr. S to the bank and to Superstore, at the time of the accident.
- [65] I find, therefore, that the clear weight of the evidence shows that the action or conduct of the defendant, which caused the alleged breach of duty of care, arose out of and in the course of his employment within the scope of the compensation provisions of the Act.

Conclusion

- [66] I find that at the time of the July 5, 2017 accident:
- (a) the plaintiff, Amarjit Kaur Purba, was a worker within the meaning of the compensation provisions of the Act;
 - (b) any injury suffered by the plaintiff, Amarjit Kaur Purba, arose out of and in the course of her employment within the scope of the compensation provisions of the Act;
 - (c) the defendant, David Lloyd Coughtry, was a worker within the meaning of the compensation provisions of the Act; and,
 - (d) any action or conduct of the defendant, David Lloyd Coughtry, which caused the alleged breach of duty of care, arose out of and in the course of his employment within the scope of the compensation provisions of the Act.

Herb Morton
Vice Chair

IN THE SUPREME COURT OF BRITISH COLUMBIA
IN THE MATTER OF THE WORKERS COMPENSATION ACT
REVISED STATUTES OF BRITISH COLUMBIA 2019, CHAPTER 1, AS AMENDED

BETWEEN:

AMARJIT KAUR PURBA

PLAINTIFF

AND:

DAVID LLOYD COUGHTRY

DEFENDANT

CERTIFICATE

UPON APPLICATION of the Defendant, DAVID LLOYD COUGHTRY, in this action for a determination pursuant to section 311 of the *Workers Compensation Act*,

AND UPON NOTICE having been given to the parties to this action and other interested persons of the matters relevant to this action and within the jurisdiction of the Workers' Compensation Appeal Tribunal;

AND AFTER an opportunity having been provided to all parties and other interested persons to submit evidence and argument;

AND UPON READING the pleadings in this action, and the submissions and material filed by the parties;

AND HAVING CONSIDERED the evidence and submissions;

THE WORKERS' COMPENSATION APPEAL TRIBUNAL DETERMINES THAT at the time the cause of action arose, July 5, 2017:

1. The Plaintiff, AMARJIT KAUR PURBA, was a worker within the meaning of the compensation provisions of the *Workers Compensation Act*.
2. Any injury suffered by the Plaintiff, AMARJIT KAUR PURBA, arose out and in the course of her employment within the scope of the compensation provisions of the *Workers Compensation Act*.
3. The Defendant, DAVID LLOYD COUGHTRY, was a worker within the meaning of the compensation provisions of the *Workers Compensation Act*.
4. Any action or conduct of the Defendant, DAVID LLOYD COUGHTRY, which caused the alleged breach of duty of care, arose out of and in the course of his employment within the scope of the compensation provisions of the *Workers Compensation Act*.

CERTIFIED this 18th day of June, 2021.

Herb Morton
VICE CHAIR

IN THE SUPREME COURT OF BRITISH COLUMBIA
IN THE MATTER OF THE WORKERS COMPENSATION ACT
REVISED STATUTES OF BRITISH COLUMBIA 2019, CHAPTER 1, AS AMENDED

BETWEEN:

AMARJIT KAUR PURBA

PLAINTIFF

AND:

DAVID LLOYD COUGHTRY

DEFENDANT

SECTION 311 CERTIFICATE

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