

SUPREME COURT
OF BRITISH COLUMBIA
VANCOUVER REGISTRY

MAY 24 2018



No. _____
Vancouver Registry

In the Supreme Court of British Columbia

Between

**Ferejella Mohemmed-Adem,
Mahmud Abdu Yohannes and
Berakhi Abraham Shemhalal**

Plaintiffs

And

Nevsun Resources Ltd.

Defendant

NOTICE OF CIVIL CLAIM

This action has been started by the Plaintiffs for the relief set out in Part 2 below.

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

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

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

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

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

Time for response to civil claim

A response to civil claim must be filed and served on the Plaintiffs,

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

PART 1: STATEMENT OF FACTS

Overview

1. In October 2007, Vancouver-based Nevsun Resources Ltd. entered into a commercial venture with the state of Eritrea to develop the Bisha gold mine in Eritrea.
2. The mine was built using forced labour, a form of slavery, obtained from the Plaintiffs and others coercively, by intimidation and under threat of arbitrary detention and torture by the Eritrean government and its contracting arms.
3. Eritrea is a repressive, one-party state which uses a system of conscription, torture, arbitrary detention, violence, threats of retribution and other forms of cruel, inhuman and degrading treatment to create a supply of forced labour for various projects in the country, including the Bisha Mine.
4. By entering into the commercial relationship with Eritrea, Nevsun facilitated, aided, abetted, contributed to and became an accomplice to the use of forced labour, crimes against humanity and other human rights abuses at the Bisha Mine.

5. The Plaintiffs, Ferejella Mohemmed-Adem, Berakhi Abraham Shemhalal and Mahmud Abdu Yohannes are Eritrean nationals and refugees who were forced to work at the Bisha Mine.
6. During their period of forced labour at Bisha, the Plaintiffs were subjected to cruel, inhuman and degrading treatment as well as harsh working conditions, including long hours, malnutrition and forced confinement for little pay. They worked under the constant threat of physical punishment, torture and imprisonment.
7. The Plaintiffs bring this action for damages against Nevsun under customary international law as incorporated into the law of Canada and under domestic British Columbia law.

The Parties

8. The Plaintiffs are refugees who escaped from Eritrea. They have an address for service c/o Camp Fiorante Matthews Mogerman Lawyers, 400-856 Homer Street, Vancouver, B.C.
9. The Defendant, Nevsun Resources Ltd., is a transnational mining company that is incorporated under the laws of British Columbia and is headquartered in Vancouver. Nevsun has an address for service c/o Fasken Martineau DuMoulin LLP, 2900-550 Burrard Street, Vancouver, B.C.

FACTS

Eritrea is a Repressive, Dictatorial State

10. Eritrea is one of the most repressive regimes in the world. It has a well-documented history of forced labour, arbitrary arrests and detention, extrajudicial killings, torture, inhuman prison conditions, infringement of freedoms of movement, expression and opinion, assembly, association and religious belief, sexual and gender-based violence, and violations of children's rights.

11. Eritrea is a dictatorial, one-party state which has never held elections or implemented a constitution. Eritrea has a single political party, the People's Front for Democracy and Justice ("PFDJ"). All other political parties are banned.
12. The rule of law does not exist in Eritrea. It has no constitution, functioning legislature or civil justice system, independent judiciary, elections, independent press, or nongovernmental organizations. Power is concentrated in the hands of President Isaias Afewerki.

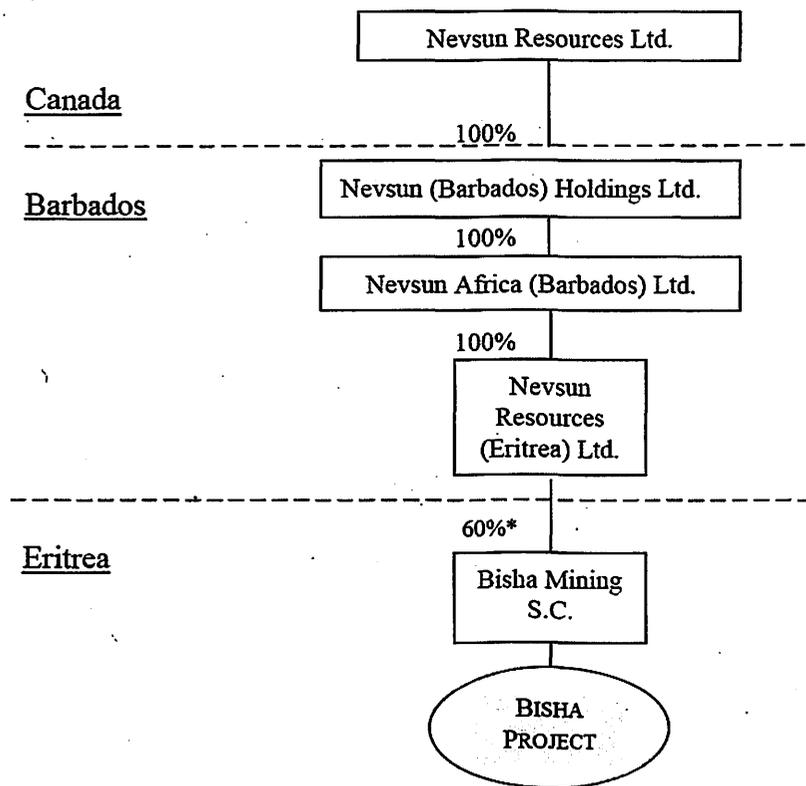
National Service in Eritrea is a System of Forced Labour

13. Eritrea uses a system of forced labour including the National Service Program to benefit senior government and military officials and the PFDJ.
14. The National Service Program was established in late 1994 or 1995. Initially, all Eritrean nationals, men and women, between the ages of 18 and 40 were conscripted into the program and were required to undergo six months of military training and 12 months of active military service for a total of 18 months of mandatory service.
15. In 2002, the government of Eritrea extended the period of service for conscripts indefinitely and forced the conscripts to provide labour to various companies owned by senior military officials or the PFDJ, including the Segen Construction Company, which is owned by the PFDJ, and the Mereb Construction Company, which is controlled by the military.
16. Conditions in the National Service Program are brutal. Conscripts are regularly subjected to violence and ill-treatment for asking questions or other perceived transgressions. Beatings, torture, and prolonged arbitrary detention are common.
17. Conscripts are paid meagre subsistence wages for their forced labour, denied basic human rights and freedoms and often forced to work in harsh conditions, including temperatures of up to 50 degrees Celsius.

18. Conscripts who attempt to leave National Service upon completion of 18 months service are subject to severe punishment, including torture and imprisonment, and their families are subject to retribution.
19. Eritrea is one of the world's most closed countries and actively suppresses the release of reliable information as to conditions inside the country. Nonetheless, Nevsun was aware, or must have been aware by the time it commenced construction of the Bisha Mine in 2008, of credible, published reports of the use of forced labour, torture and arbitrary detention in Eritrea, including:
 - (a) *ERITREA: 'You have no right to ask' - Government resists scrutiny on human rights*, published by Amnesty International on May 19, 2004;
 - (b) *World Report 2007 - Eritrea*, published by Human Rights Watch on January 11, 2007;
 - (c) *World Report 2008 - Eritrea*, published by Human Rights Watch on January 31, 2008;
 - (d) *2007 Country Reports on Human Rights Practices - Eritrea*, published by the United States Department of State, March 11, 2008;
 - (e) *Amnesty International Report 2008 - Eritrea*, published by Amnesty International on May 28, 2008; and
 - (f) *Freedom in the World 2008 - Eritrea*, published by Freedom House, July 2, 2008.
20. Eritrea's system of indefinite conscription enforced by torture, violence, arbitrary detention, retribution against family members and other cruel, inhuman and degrading treatment is a widespread and systematic attack directed against the civilian population of Eritrea.

The Bisha Mine

21. The Bisha Mine is a large, high-grade gold, copper and zinc deposit located 150km west of Asmara, Eritrea.
22. - Nevsun and the state of Eritrea are engaged in a commercial enterprise for the common purpose of developing and exploiting the Bisha Mine.
23. At all material times, Nevsun owned a controlling interest in the Bisha Mine through the following corporate structure:



24. The government of Eritrea holds a 40% share of the Bisha Mining Share Corporation (BMSC) through the state-owned Eritrean National Mining Corporation (ENAMCO).
25. At all material times, Nevsun controlled BMSC. Nevsun set all important policies for the development and operation of the Bisha Mine, including financial, technical, environmental, human rights, workplace safety and security policies.

26. Nevsun and BMSC carried on business as a single enterprise. Nevsun, through its majority representation on the Board of Directors of BMSC, was involved in all aspects of Bisha operations and exercised control over day-to-day operations of BMSC including:
 - (a) the hiring, promotion and termination of BMSC management;
 - (b) the selection and hiring of contractors, including security personnel;
 - (c) the development of the Bisha Mine; and
 - (d) the extraction, processing and sale of ore.
27. The terms of the arrangement amongst Nevsun, ENAMCO, BMSC and the Eritrean government called for ENAMCO to pay for 33.3% of the Bisha Mine development costs through its share of mine revenues.
28. At all material times, Nevsun's principal business was the development and operation of the Bisha Mine. The Bisha Mine was Nevsun's principal and most valuable asset. All important decisions relating to the development and operation of the Bisha Mine, including the retainer of contractors, security personnel and civil and earthworks subcontractors, were made and/or approved by Nevsun's senior management and/or the Board of Directors.
29. Nevsun engaged Segen and the Eritrean military to build the infrastructure and mine facilities at Bisha. Segen, Mereb and the Eritrean military deployed forced labour obtained from the Plaintiffs and others to carry out this work.
30. Exploration and preparations for the development of the Bisha Mine commenced at least as early as 2003. Full-scale construction of the Bisha Mine commenced in 2008. The mine was commissioned in the fourth quarter of 2010 and commercial gold production commenced in the first quarter of 2011.
31. Since February 22, 2011, the Bisha Mine has produced economic value in excess of USD \$2.6 billion. Approximately \$180 million in dividends have been

paid by BMSC to ENAMCO; and, in excess of USD \$619 million has been paid to the Government of Eritrea in income taxes and royalties from the Bisha Mine operations, thereby providing massive financial support and incentives to continue Eritrea's system of forced labour and human rights abuses.

32. Nevsun has projected that the Bisha Mine will continue to generate significant cash flow for its shareholders over the current estimated remaining mine life.

Nevsun's Corporate Responsibility Policies

33. Nevsun, through its executives, managers and Board of Directors, develops, monitors and implements policies governing human resources, workplace safety, human rights and working conditions at the Bisha Mine.
34. Nevsun's stated policy is that it is unequivocally committed to responsible operations and practices at the Bisha Mine, which it claims are based on international standards of safety, governance, and human rights.
35. Nevsun's Board of Directors has stated that it "has the responsibility to oversee the conduct of our business and to supervise the management of our business... The Board is accountable to and considers the legitimate interests of our shareholders and other stakeholders such as government authorities, employees, contractors, customers, communities and the public."
36. Nevsun has adopted the 2006 International Finance Corporation (IFC) standards on social and environmental performance. These standards require the company to:
 - (a) conduct an integrated assessment to identify the social impacts, risks and opportunities of the Bisha Mine, including labour and safety risks;
 - (b) identify social impacts, both positive and negative, in the mine's area of influence, including the primary site and those of contractors employed by the company;

- (c) avoid, or where avoidance is not possible, minimize, mitigate or compensate for adverse impacts on workers and affected communities;
- (d) design and implement a management plan to manage social impacts and risks identified in the assessment;
- (e) monitor performance of the management plan;
- (f) retain outside experts where required to verify its monitoring activities;
- (g) promote the fair treatment, non-discrimination and equal opportunity of workers;
- (h) protect workers by addressing forced labour risks;
- (i) promote safe and healthy working conditions;
- (j) use commercially reasonable efforts to protect workers of contractors;
- (k) use commercially reasonable efforts to ensure that contractors are reputable and legitimate enterprises;
- (l) use commercially reasonable efforts to require contractors to abide by the IFC standards, including the prohibition of forced labour;
- (m) minimize the risk of human rights abuses by security personnel;
- (n) abide by good international practice in the hiring of security personnel;
- (o) abide by good international practice in establishing rules of conduct for security personnel;
- (p) abide by good international practice in monitoring security personnel;
- (q) investigate any credible allegations of unlawful or abusive acts of security personnel and take action to prevent recurrence; and

- (r) refrain from hiring or contracting with security personnel who have been credibly alleged to have abused or violated human rights.
37. Nevsun has adopted the 2011 UN Guiding Principles on Business and Human Rights. In doing so, it assumed an organizational responsibility to:
- (a) comply with all applicable laws and respect internationally recognized human rights, regardless of where it operates;
 - (b) implement a human rights policy that is approved at the most senior level of the business enterprise and is reflected in operational policies and procedures necessary to embed it throughout the business enterprise;
 - (c) identify and assess any actual or potential adverse human rights impacts with which they may be involved either through their own activities or as a result of their business relationships;
 - (d) integrate the findings from these assessments across relevant internal functions and processes, and take appropriate action;
 - (e) provide for or cooperate in the remediation of any adverse impacts through legitimate processes; and
 - (f) seek ways to honour the principles of internationally recognized human rights when faced with conflicting requirements.
38. Nevsun has adopted the 2000 Voluntary Principles on Security and Human Rights. In doing so, it assumed an organizational responsibility to:
- (a) review the background of security providers it intends to employ, particularly with regard to the use of excessive force, including an assessment of previous services provided to the host government and whether these services raise concern about the private security firm's dual role as a private security provider and government contractor;

- (b) consider the available human rights records of public security forces, paramilitaries, local and national law enforcement, as well as the reputation of private security;
 - (c) consider the local prosecuting authority and judiciary's capacity to hold accountable those responsible for human rights abuses;
 - (d) ensure that individuals credibly implicated in human rights abuses do not provide security services for the company;
 - (e) ensure that no security provider violates the rights of individuals while exercising the right to freedom of association and peaceful assembly, the right to engage in collective bargaining, or other related rights of company employees as recognized by the Universal Declaration of Human Rights and the ILO Declaration on Fundamental Principles and Rights at Work;
 - (f) ensure that security providers act in a lawful manner and observe the policies of the company regarding ethical conduct and human rights; the law and professional standards of the country in which they operate; and emerging best practices developed by industry, civil society, and governments;
 - (g) ensure that security providers provide only preventative and defensive services and do not engage in activities exclusively the responsibility of state military or law enforcement authorities; and
 - (h) terminate the relationship where there is credible evidence of unlawful or abusive behaviour by security personnel.
39. Nevsun has adopted an internal Human Rights Policy in which it describes the scope of its organizational responsibility over human rights in the following terms: "each operating subsidiary of Nevsun (a "Subsidiary") will be required to respect, promote, and support human rights in its operations."

Use of Forced Labour at the Bisha Mine

40. From at least 2003 onwards, hundreds of Eritrean nationals were forced to work at the Bisha Mine. The forced labour came from sources including:
 - (a) conscripts deployed by Segen; and
 - (b) conscripts deployed by Mereb.
41. As is particularized below:
 - (a) the Plaintiffs, Mr. Mohemmed-Adem and Mr. Yohannes, were conscripts deployed by Segen; and
 - (b) the Plaintiff, Mr. Shemhalal, was a conscript deployed by Mereb.
42. The Plaintiff, Mr. Mohemmed-Adem, was conscripted into National Service in 2002. Before that, he was an employee of Segen for approximately one month. After National Service military training, he was permanently assigned to Segen.
43. He has never been demobilized.
44. In or about August 2008, Segen deployed Mr. Mohemmed-Adem to Bisha where he was put to work operating heavy machinery, including excavators, dozers and graders. He followed Segen's directive to do that work in order to avoid physical punishment, torture and/or detention by Segen and/or the Eritrean military and/or the Eritrean military police agency known in Tigrinya as Hagerawi Dihnet (HD) and in English as the National Security Office. At no time did he consent to working at the Bisha Mine.
45. Mr. Mohemmed-Adem provided forced labour at the Bisha Mine during approximately the period August 2008 to March 2012. He took instructions from and reported to Tariku Ghebrehewot, a general manager of Segen, and Mohamed Ali, a Segen machinery group supervisor. Mr. Mohemmed-Adem also had direct dealings with Denham Vickers of BMSC in relation to his work that was being overseen by Mr. Vickers.

46. Mr. Mohemmed-Adem was paid 500 Nakfa gross per month during his time at Bisha. His pay was withheld on two occasions after he overstayed leave he was given. This occurred in or about 2009 and in or about late 2010.
47. Mr. Mohemmed-Adem sustained progressive physical injury at the Bisha Mine. He had inadequate back support and/or no or inadequate safety belts in the machines he operated at the Bisha Mine. As a result, over time, he injured his lower back; or, in the alternative, he experienced symptoms of lower back injury at and after his time at Bisha, for which he required treatment.
48. Mr. Mohemmed-Adem fled Eritrea for Europe directly from the Bisha Mine in or about March 2012. In Malta, he received treatment to his lower back.
49. The Plaintiff, Mr. Yohannes, was conscripted into National Service in 2005. Before that, he was a part-time employee of Segen, assisting surveyors and field workers. In or about January 2006, after National Service military training, he was permanently assigned to Segen.
50. He has never been demobilized.
51. On or about July 25, 2008, Segen deployed Mr. Yohannes to Bisha where he was put to work operating heavy machinery, including a ready mix cement truck ("mixer"), a loader and a roller. Mr. Yohannes was also responsible for ensuring proper quantities of materials were available for cement mixing and for loading same. He followed Segen's directive to do that work in order to avoid physical punishment, torture and/or detention by Segen and/or the Eritrean military and/or the National Security Office. At no time did he consent to working at the Bisha Mine.
52. Mr. Yohannes provided forced labour at the Bisha Mine during approximately the period July 27, 2008 to October 4, 2009. At Bisha, he took instructions from and reported to Tariku Ghebrehewot and a Segen engineer he knew as engineer Gazai.

53. Mr. Yohannes was paid 500 Nakfa gross per month during his time at Bisha. When he worked overtime, he was paid an additional 2 Nakfa per hour.
54. Mr. Yohannes sustained physical injury at the Bisha Mine in or about July 2009. His legs and/or pelvis were injured as he disembarked from a mixer he had been driving when another machine operator from Segen crashed a forklift into the mixer, hitting Mr. Yohannes. Mr. Yohannes was rendered unconscious. He was transported to Agordat and then Asmara where he was purportedly treated, released after three days and sent back to work at the Bisha Mine.
55. Mr. Yohannes experienced severe pain and swelling of his pelvic region and legs on his return to work. After complaining to his superiors of this, he was again referred by Segen for treatment at the Agordat hospital. From Agordat, he made his way to the Halibut hospital in Asmara where he was treated as an outpatient. He returned to Bisha approximately two weeks later. He continued to work in pain for approximately one month after that.
56. Notwithstanding the aforementioned treatment, Mr. Yohannes continues to experience symptoms of leg and/or pelvic injury from the forklift accident.
57. Mr. Yohannes fled Eritrea for Europe directly from the Bisha Mine on or about October 4, 2009.
58. The Plaintiff, Mr. Shemhalal, joined Eritrea's liberation struggle voluntarily in or about 1990. In or about 1998, he was recalled for active military service and assigned to the Eritrean military's Corps 381, a mechanized military unit. He undertook active duty during the May 1998 to June 2000 Eritrean-Ethiopian border conflict as part of that unit or part of an offshoot unit.
59. In or about 2002, Mr. Shemhalal was assigned to Mereb. He has never been demobilized after the border conflict.
60. In or about September 2009, Mereb deployed Mr. Shemhalal to Bisha where he was put to work as a carpenter and builder of various structures including

accommodations and other several structures the intended use of which Mr. Shemhalal was not privy to. Mr. Shemhalal followed Mereb's directive to do that work in order to avoid physical punishment, torture and/or detention by Mereb and/or the Eritrean military and/or the National Security Office. At no time did he consent to working at the Bisha Mine

61. Mr. Shemhalal was paid 600 Nakfa gross per month.
62. During his time at Bisha, Mr. Shemhalal witnessed other conscripts deployed by Mereb being subjected to military-style discipline and harsh physical punishment at and/or near the camp he was confined to when not working.
63. Mr. Shemhalal left Bisha in or around October 2011. He and the rest of his unit were transferred to Dekemhare at the order of Mehari Embaye, a Battalion Commander.

Conditions at Bisha

64. At the Bisha Mine, the Plaintiffs were forced to endure:
 - (a) harsh and dangerous working conditions; and
 - (b) cruel, inhuman and degrading treatment.
65. The harsh and dangerous working conditions at Bisha included:
 - (a) extreme heat or otherwise elevated temperatures, sometimes as high as 50 degrees Celsius;
 - (b) dust;
 - (c) lack of safe drinking water;
 - (d) inadequate food;
 - (e) inadequate medical care;

- (f) lack of proper shelter;
- (g) lack of adequate facilities for personal hygiene, including showers and toilets;
- (h) lack of protection against malaria including mosquito nets and anti-malarial medications;
- (i) being forced to witness or otherwise being subjected to witnessing violence; and
- (j) being subjected to the security arrangements and practices described below.

66. Each of the Plaintiffs experienced the following treatment, at material times:

- (a) being denied access to a toilet or any sanitary facility;
- (b) being denied adequate supplies of safe, shaded, drinking water and suitable drinking vessels from which to consume water;
- (c) being exposed to a high risk of malaria without the protection of anti-malarial drugs, mosquito repellent or mosquito nets;
- (d) being denied or otherwise not being given access to any or adequate medical care;
- (e) being forced to sleep in overcrowded and inadequate sleeping quarters with insufficient numbers of beds, or forced to sleep outside on the ground, in the latter case exposed to the weather and wildlife endemic to the Gash Barka region; and
- (f) not being provided, or otherwise being denied, enough food to meet generally accepted caloric intake recommendations for men performing hard physical work.

67. The Plaintiffs generally woke up at 5 a.m., ate a breakfast which consisted of one or two small pieces of bread and tea, and began work at 6 a.m. At 1 p.m., they would break for lunch which typically consisted of sorghum bread and lentil soup. Work resumed at 3 p.m. and continued until 7 p.m.
68. The Plaintiffs, Mr. Mohemmed-Adem and Mr. Yohannes, were forced to work six and a half days a week.
69. The Plaintiff, Mr. Shemhalal, was required to work six days per week and was often required to work an additional night shift, or more, as a security guard.
70. Each of the Plaintiffs frequently suffered from malnutrition and dehydration; and, the Plaintiffs, Mr. Mohemmed-Adem and Mr. Yohannes, suffered from diarrhea and fell ill (out of health) at times due to the lack of nutrition and the working conditions.
71. Each Plaintiff was aware, directly or indirectly, of:
 - (a) the presence or possibility of the presence of members of the National Security Office at and/or around the Bisha Mine due to the Bisha Mine's then potential or actual significance to Eritrea; and,
 - (b) the threat of physical punishment, other forms of military-style discipline, torture and imprisonment, which threat was a daily feature of life for conscripts in the National Service.
72. Each of the Plaintiffs lived under constant threat of physical harm and endured a climate of fear or atmosphere of fear and intimidation at the Bisha Mine. The Plaintiffs' fear and intimidation stemmed from:
 - (a) their knowledge that physical punishment, other forms of military-style discipline, torture and imprisonment were, at all material times, real risks for conscripts in the National Service who were non-compliant or who were perceived to be insubordinate; and

- (b) the nature of their confinement, particularized below.
73. Teklay Tesfazgi was the individual in charge of Segen's operations in the Gash Barka region, including the Bisha Mine. He was feared, as was the National Security Office. The Plaintiffs did as they were instructed in order to avoid physical punishment, torture and imprisonment.
74. Mr. Tesfazgi, military commanders, and security personnel at Bisha used severe punishment to discipline conscripts who were considered to be disobedient.
75. None of the Plaintiffs were physically punished or tortured. However, as is set above, Plaintiff Shemhalal witnessed other conscripts deployed by Mereb being subjected to military-style discipline and harsh physical punishment at and/or near the camp he was confined to when not working.
76. The real risk of severe punishment, together with the security arrangements and practices described below, served to create a climate of fear at the Bisha Mine that worked to ensure the continued obedience of conscripts and other workers and caused the Plaintiffs and other forced labourers to live in fear for their lives.
77. When not working at the mine site, the Plaintiffs were confined to and housed in a camp(s) operated by Segen. More particularly, the nature of the plaintiffs' confinement was as follows:
- (a) the Segen Camp(s) were under armed guard when occupied;
 - (b) the plaintiffs required authorization of their superiors to go to Mogoraib; and, were not permitted to travel further than Mogoraib unless in the possession of a time limited authorization document, or movement paper, which indicated the specific place(s) to which the holder was permitted to go and the duration for which the holder was permitted to go there;
 - (c) there were at least five (5) military outposts around the Bisha Mine property including or in addition to, at material times, a military camp in the Bisha mining lease area;

- (d) there was a large "no access" security zone the military had established around the Bisha Mine site;
- (e) there were military checkpoints on roads surrounding the Bisha Mine project area, inspecting vehicles and people;
- (f) arbitrary arrests and detention were, at all material times, common problems across Eritrea, and National Service deserters were invariably captured and detained; and
- (g) at all material times, the area surrounding the Bisha Mine site was regularly patrolled and guarded by the Eritrean military who deployed from various bases including the Sawa defence training centre, approximately sixty (60) kilometres away.

Security at the Bisha Mine

- 78. Nevsun engaged members of the Eritrean military, the firm of Binae and the National Security Office, to provide security at the Bisha Mine.
- 79. The National Security Office is a branch of the Eritrean military responsible for domestic intelligence and surveillance and is widely feared in Eritrea.
- 80. Members of the National Security Office have been implicated by the United Nations and human rights organizations in widespread torture, arbitrary detention, and forced and involuntary disappearances.
- 81. Binae is a security firm which is owned and operated by members of the Eritrean military, including members of the National Security Office. Binae utilizes military conscripts for its workforce.
- 82. During much of the relevant time frame, the security forces at the Bisha Mine were under the command of a member of the National Security Office, Lieutenant Colonel Alem Berhe.

83. During much of the relevant time frame, Lieutenant Colonel Berhe and many of the security officers under her command operated through Binae.
84. Lieutenant Colonel Berhe and the operatives under her command engaged in spying and surveillance of workers at the Bisha Mine.
85. On multiple occasions, Lieutenant Colonel Berhe and the operatives under her command:
 - (a) arbitrarily detained workers from the Bisha Mine; and
 - (b) forcibly caused workers at the Bisha Mine to disappear.
86. The spying and surveillance activities, and practice of arbitrary detention by the security personnel created an atmosphere of fear at the Bisha Mine which served to keep the conscripts compliant.
87. Conscripts at the Bisha Mine lived under constant threat of physical harm should they refuse to work, speak out about working conditions or attempt to flee the mine site.

Nevsun's Knowledge of the Forced Labour Situation

88. By no later than 2007, Nevsun was aware or should have been aware of the prevalence of forced labour in the Eritrean construction industry. In particular, Nevsun was aware or should have been aware of the following:
 - (a) that the indefinite extension of national service under the Warsay Yekalo Development Campaign ("WYDC") lacked a legal basis and violated international treaties prohibiting the use of forced labour;
 - (b) the WYDC was a notional construct and not a formal government program;
 - (c) there was a widespread shortage of non-conscript labour in Eritrea given the high rates of conscription of men and women aged 18 to 40;

- (d) the government of Eritrea had expelled all foreign owned construction companies; and
 - (e) construction companies owned or operated by the Eritrean Military and the PFDJ routinely made extensive use of conscript labour.
89. In these circumstances, Nevsun was aware or should have been aware that robust measures would be required to safeguard against the use of forced labour at Bisha. Instead of robust measures, Nevsun took no or only minimal efforts to prohibit the use of forced labour at Bisha. In particular:
- (a) in late 2007, Nevsun caused BMSC to enter into the Mining Agreement with the State of Eritrea, which agreement directly and/or by incorporation by reference prohibited the use of conscript labour at the Bisha Mine but lacked any or adequate mechanisms for enforcement;
 - (b) Nevsun failed to undertake any due diligence, or to cause BMSC to undertake any due diligence, on the human rights practices of Segen before contracting with Segen or authorizing or permitting BMSC to contract with it;
 - (c) Nevsun failed to establish and implement, or to cause to be established and implemented, reasonable, robust screening measures to ensure that conscripts from the National Service program would not work at the Bisha Mine; and
 - (d) Nevsun failed to establish and implement, or to cause to be established and implemented, a reasonable process of continuous testing and reporting on the effectiveness of the screening measures put in effect.
90. By no later than April 2009, Nevsun was advised by an independent assessor of labour conditions for direct and indirect labourers at the Bisha Mine that Segen was using forced labour at the Bisha Mine. In particular:

- (a) Nevsun was advised that while Segen denied the use of forced labour at Bisha, a quick spot check revealed at least 23 National Service conscripts were working at the site;
- (b) existing screening measures were inadequate to protect against the use of forced labour; and
- (c) at a minimum, the following safeguards needed to be implemented:
 - (i) a prohibition on the use of National Service personnel be added to BMSC labour policy;
 - (ii) clauses be added to all contracts for contractors and subcontractors prohibiting the use of National Service personnel; and
 - (iii) internal monitoring of compliance to the policy and contractual obligations prohibiting the use of National Service personnel by:
 - A. requiring Segen to provide verification of demobilization;
 - B. requiring monthly reports on demobilization status of any new hires;
 - C. review of contractor and subcontractor payroll records to determine if established job salaries were actually being paid out;
 - D. on site spot checks of a representative sample of Segen workers; and
 - E. external evaluation of compliance measures.

91. Nevsun failed to implement the measures referred to above at all or in an effective manner.

92. By no later than August 2010, as a result of a Social Program Audit and the August 2010 Bisha Project Monthly Report, Nevsun knew or should have known that Eritrean nationals connected to the National Service Program continued to be employed on site at the Bisha Mine by among others, BMSC and/or SENET.
93. As a result, Nevsun knew or should have known that whatever safeguards had been put in place against forced labour were inadequate. In particular:
- (a) Nevsun failed to take, or to cause to be taken, any or adequate timely remedial action to develop and implement more thorough processes for the continuous testing and reporting on the effectiveness of the screening measures, taking into account the 2009 independent assessment, 2010 Social Program Audit and August 2010 Bisha Project Monthly Report;
 - (b) Nevsun failed to take, or to cause to be taken, any or adequate timely remedial action to include contractual prohibitions against the use of National Service conscripts in all contracts between BMSC and subcontractors;
 - (c) Nevsun caused or permitted BMSC to waive Segen's breach(es) of contractual guarantees against the use of National Service conscripts at the Bisha Mine, contained in Purchase Orders Segen had entered into, or otherwise caused BMSC to take no affirmative steps to enforce such guarantees; and
 - (d) Nevsun caused or permitted BMSC to waive the Government of Eritrea's breach(es) of the guarantee against the use of National Service conscripts at the Bisha Mine, contained in the 2007 Mining Agreement between BMSC and the Government of Eritrea, or otherwise caused BMSC to take no affirmative steps to enforce the guarantee.

Nevsun's Knowledge of the Living Conditions

94. Nevsun was aware of the living conditions described in paragraph 66 above by no later than September 2009 as a result of receiving a report of a visit to the Segen camp, or portion of the Segen camp then housing contract labourers from the Indian sub-continent.
95. More particularly, not later than September 2009 Nevsun was aware:
- (a) that there had been an investigation by SENET to determine if the living and working conditions of Segen employees was playing a role in the poor production evident at the Bisha Mine development;
 - (b) that the standard daily Segen food ration (a bread and small pot of lentils) was for a full day's work and had to last three meals; and, the diet of Segen personnel contained no meat or vegetables;
 - (c) that the drinking water on site at the Bisha Mine was not shaded in any way and became extremely hot by the middle of the day which, SENET found, probably resulted in workers not consuming sufficient volumes for the heat;
 - (d) that water bottles were not being provided by Segen with the result that Segen personnel without bottles consumed water from hard hats;
 - (e) that accommodations provided to Segen personnel were inadequate and cramped;
 - (f) that bathing and clothes washing facilities provided to Segen personnel were inadequate, with the latter only being provided every 10 days;
 - (g) that Segen personnel had no toilets, either at the Segen Camp surveyed or at the Bisha Mine site, and they made use of the bush;
 - (h) that there was conflicting information about the effectiveness of the medical clinic at the Segen Camp surveyed; and

- (i) that Segen personnel had been sleeping in unsafe places at the Bisha Mine site during lunch breaks, which practice had largely been discontinued.

PART 2: RELIEF SOUGHT

96. The Plaintiffs seek damages under customary international law, as incorporated into the law of Canada, from Nevsun for the use of forced labour, slavery, cruel, inhuman or degrading treatment, and crimes against humanity.
97. In addition, the Plaintiffs seek damages from Nevsun under domestic British Columbia law for the torts of conversion, assault, battery, unlawful confinement, negligence, conspiracy and negligent infliction of mental distress.
98. In addition or in the alternative, the Plaintiffs seek an accounting and restitution of the amount that Nevsun has been unjustly enriched by use of forced labour, slavery, cruel, inhuman or degrading treatment and crimes against humanity.

Damages

99. As a result of Nevsun's conduct, the Plaintiffs have suffered loss of dignity and liberty as well as severe physical and mental pain and suffering.
100. The Plaintiffs claim:
 - (a) damages at customary international law as incorporated into the law of Canada;
 - (b) in the alternative, damages under domestic British Columbia law including:
 - (i) general damages,
 - (ii) special damages,
 - (iii) aggravated damages;
 - (c) punitive damages;

- (d) a declaration that Nevsun account for and make restitution to the Plaintiffs;
- (e) a declaration that Nevsun has been unjustly enriched at the expense of the Plaintiffs and that Nevsun disgorge and make restitution for its enrichment;
- (f) pre-judgment and post-judgment interest pursuant to the *Court Order Interest Act*, RSBC 1996, c. 79;
- (g) costs of this action; and
- (h) such further and other relief as this Honourable Court may deem just.

PART 3: LEGAL BASIS

Forced Labour, Slavery and Cruel, Inhuman or Degrading Treatment are Prohibited Under Customary International Law

101. Forced labour, slavery, cruel, inhuman or degrading treatment, and crimes against humanity are prohibited under international law. This prohibition is incorporated into and forms a part of the law of Canada.
102. The use of forced labour is a form of slavery which is universally condemned and prohibited by all civilized states. In particular, forced labour is prohibited under numerous international instruments including specifically:
- (a) the Universal Declaration of Human Rights;
 - (b) the International Covenant on Civil and Political Rights of 1966, ratified by both Canada and Eritrea;
 - (c) the International Covenant on Economic, Social and Cultural Rights of 1966, ratified by both Canada and Eritrea;
 - (d) the Forced Labour Convention (ILO Convention No. 29) of 1930, ratified by both Canada and Eritrea; and

- (e) the Abolition of Forced Labour Convention (ILO Convention No. 105) of 1957, ratified by both Canada and Eritrea.
103. The prohibition against forced labour is a norm of customary international law as defined in Article 38(1) of the Statute of the International Court of Justice, as well as a *jus cogens* peremptory norm of international law as defined in Article 53 of the Vienna Convention on the Law of Treaties.
104. The use of forced labour is a breach of customary international law and *jus cogens* and is actionable at common law.
105. The use of slavery is universally condemned and prohibited by all civilized states. In particular, slavery is prohibited under numerous international instruments, including specifically:
- (a) the Universal Declaration of Human Rights;
 - (b) the International Covenant on Civil and Political Rights of 1966, ratified by both Canada and Eritrea; and
 - (c) the Slavery Convention of 1926, ratified by Canada.
106. The prohibition against slavery is a norm of customary international law as defined in Article 38(1) of the Statute of the International Court of Justice, as well as a *jus cogens* peremptory norm of international law as defined in Article 53 of the Vienna Convention on the Law of Treaties.
107. Slavery is a breach of customary international law and *jus cogens* and is actionable at common law.
108. The use of cruel, inhuman or degrading treatment is universally prohibited by all civilized states and specifically banned under numerous instruments including:
- (a) the Universal Declaration of Human Rights;

- (b) the International Covenant on Civil and Political Rights of 1966, ratified by both Canada and Eritrea; and
- (c) the Convention against Torture and Other Cruel, Inhuman or Degrading Treatment or Punishment of 1984, ratified by both Canada and Eritrea.

109. The prohibition against cruel, inhuman or degrading treatment is a norm of customary international law as defined in Article 38(1) of the Statute of the International Court of Justice.
110. Cruel, inhuman or degrading treatment is a breach of customary international law and is actionable at common law.

Crimes Against Humanity are Prohibited under Customary International Law

111. The Eritrean government's system of forced labour constitutes crimes against humanity. The system is a widespread and systematic attack directed against the civilian population of Eritrea. The acts of enslavement, imprisonment, severe deprivation of physical liberty and other cruel, inhuman or degrading conduct that took place at the Bisha Mine were part of this widespread and systematic attack and therefore constitute crimes against humanity under Article 7 of the Rome Statute of the International Criminal Court, ratified by Canada, as well as Canada's *Crimes Against Humanity and War Crimes Act*.
112. Crimes against humanity are prohibited under international law including Article 7 of the Rome Statute of the International Criminal Court, ratified by Canada.
113. The prohibition against crimes against humanity is a norm of customary international law as defined in Article 38(1) of the Statute of the International Court of Justice, as well as a *jus cogens* peremptory norm of international law as defined in Article 53 of the Vienna Convention on the Law of Treaties.
114. Crimes against humanity are a breach of customary international law and *jus cogens* and are actionable at common law.

115. The Plaintiffs seek damages from Nevsun for breach of customary international law and *jus cogens* on the basis that:

- (a) Nevsun aided and abetted the use of forced labour, slavery, cruel, inhuman or degrading treatment, and crimes against humanity at the Bisha Mine; and/or
- (b) Nevsun ordered, solicited, or induced the use of forced labour, slavery, cruel, inhuman or degrading treatment, and crimes against humanity at the Bisha Mine; and/or
- (c) Nevsun, expressly or implicitly, approved of the use of forced labour, slavery, cruel, inhuman or degrading treatment, and crimes against humanity at the Bisha Mine; and/or
- (d) Nevsun acquiesced in the use of forced labour, slavery, cruel, inhuman or degrading treatment, and crimes against humanity at the Bisha Mine; and/or
- (e) Nevsun failed to prevent or stop the use of forced labour, slavery, cruel, inhuman or degrading treatment, and crimes against humanity at the Bisha Mine; and/or
- (f) Nevsun knowingly and intentionally contributed to the commission of these acts by a group of persons acting with a common purpose in the development of the Bisha Mine; and/or
- (g) Nevsun had effective authority and control over Segen and other subordinates at the Bisha Mine and failed to properly exercise control over its subordinates at the Bisha Mine, and further:
 - (i) Nevsun either knew or consciously disregarded information which indicated that its subordinates at the Bisha Mine were committing or about to commit acts in violation of the foregoing principles of customary international law and *jus cogens*; and

- (ii) these acts were within the effective responsibility and control of Nevsun; and
- (iii) Nevsun failed to take all necessary and reasonable measures within its power to prevent or repress their commission.

Nevsun, Segen, Mereb and Eritrea's Conduct is Tortious under British Columbia Law

- 116. In addition, the Plaintiffs seek relief under domestic British Columbia law.
- 117. Nevsun controlled operations at the Bisha Mine including security operations and exercised complete control over the actions of BMSC.
- 118. BMSC acted as agent of Nevsun in its dealings with Segen, Mereb, and the Eritrean state and security personnel.
- 119. Segen, Mereb, and the Eritrean military deprived the Plaintiffs of their freedom, forced them to labour in harsh conditions at the Bisha Mine against their will, and confined them to unsanitary and substandard living conditions when not working at the mine.
- 120. Particulars of their conduct presently known to the Plaintiffs include:
 - (a) forcing the Plaintiffs to provide labour against their will;
 - (b) depriving the Plaintiffs of the fruits of their own labour;
 - (c) depriving the Plaintiffs of their dignity and free will;
 - (d) subjecting the Plaintiffs to harsh working and living conditions;
 - (e) threatening the Plaintiffs with severe punishment should they attempt to flee or cease work; and
 - (f) physically assaulting those workers who were deemed to be disobedient.

121. The conduct of Segen, Mereb, and the Eritrean military amounts to conversion, assault, battery, unlawful confinement, and intentional infliction of mental distress.

Direct Liability of Nevsun

122. Nevsun expressly or implicitly condoned the use of forced labour and the system of enforcement through threats and abuse by the Eritrean military, Segen and Mereb, and is therefore directly liable for the injuries suffered by the Plaintiffs.

123. Alternatively, Nevsun's failure to stop the use of forced labour and the enforcement practices at its mine site when it was obvious or should have been obvious that the Plaintiffs were forced to work there against their will amounts to tacit approval and the aiding and abetting of Segen, Mereb, and the Eritrean military's conduct. As a result, Nevsun is directly liable for the injuries suffered by the Plaintiffs.

Nevsun's Liability for Conduct of BMSC

124. BMSC expressly or implicitly condoned the use of forced labour and the system of enforcement through threats and abuse by the Eritrean military, Segen and Mereb, and is therefore directly responsible for the injuries suffered by the Plaintiffs.

125. Nevsun is liable for the conduct of BMSC on the grounds that:

- (a) BMSC was, at all material times, acting as the agent of Nevsun;
- (b) BMSC is an extension of the business enterprise of Nevsun, and Nevsun is therefore vicariously liable for BMSC's conduct; and
- (c) the corporate ownership structure separating Nevsun from BMSC is artificial and should be disregarded in the interests of justice.

Vicarious Liability for the Conduct of Segen, Mereb, and Eritrea

126. Nevsun engaged Segen, Mereb, and the Eritrean military at the Bisha Mine in furtherance of Nevsun's commercial objectives.
127. Nevsun knew or should have known that by engaging with an oppressive, dictatorial state such as Eritrea, and its contracting arms, Segen and Mereb, human rights violations, including the use of forced labour and tortious treatment of labourers at the Bisha Mine, were inevitable.
128. The Plaintiffs have no effective legal remedy against Segen, Mereb, or the Eritrean state as there is no functioning system of justice in Eritrea.
129. In these circumstances, Nevsun is vicariously liable for the conduct of Segen, Mereb, and the Eritrean military.

Negligence of Nevsun

130. Nevsun owed a duty of care to the Plaintiffs. The duty of care is founded on the material facts stated above and the following:
 - (a) the Board of Directors and senior management in Canada are responsible for the development and implementation of Nevsun's corporate responsibility policies;
 - (b) the Board of Directors and senior management in Canada were responsible for all important decisions regarding the development of the Bisha Mine including the selection of contractors;
 - (c) Nevsun knew that development of the Bisha Mine had the potential to adversely impact local Eritreans;
 - (d) Nevsun knew that labourers "employed" by its contractors were within the sphere of activity impacted by Nevsun's development of the Bisha Mine;

- (e) . Nevsun committed to and made public representations regarding its commitment to minimize adverse impacts on members of the local community in Eritrea;
- (f) Nevsun made public representations regarding its commitment to prevent the use of forced labour at the Bisha Mine; and
- (g) Nevsun knew that by engaging in a commercial enterprise with an oppressive regime such as Eritrea, there was a high risk of harm to the local community and workers unless Nevsun strictly adhered to internationally accepted standards of corporate responsibility, including the IFC Principles.

131. It was foreseeable that if Nevsun failed to properly select, train, audit, and supervise the conduct of its contractors and subcontractors, harm would result to the Plaintiffs.

132. Nevsun breached the standard of care required of it. Particulars of Nevsun's negligence include:

- (a) failing to adhere to any standards of corporate social responsibility including the IFC Principles;
- (b) failing to conduct any, or adequate, due diligence on the risks of adverse impacts on the local community prior to beginning construction on the Bisha Mine;
- (c) failing to conduct any, or adequate, due diligence in the selection of Segen, Mereb, and the Eritrean military as contractors for the Bisha Mine;
- (d) failing to implement any, or adequate, safeguards against the use of forced labour at the Bisha Mine;

- (e) engaging Segen, Mereb, and the Eritrean military as subcontractors when Nevsun knew or should have known those companies had been credibly implicated in the use of forced labour;
- (f) failing to include an enforceable provision in its contract with Segen, Mereb, and the Eritrean military explicitly prohibiting the use of forced labour, or in the alternative, failing to enforce any such provision;
- (g) failing to adequately investigate and respond to reports of the use of forced labour at the Bisha Mine when Nevsun was first made aware of the use of forced labour;
- (h) proceeding with project development without first securing the right to freely and independently access local contractor personnel and facilities;
- (i) proceeding with project development without first securing the agreement of the Eritrean government to allow termination of any contractor that was credibly implicated in human rights abuses, including the use of forced labour;
- (j) failing to develop robust grievance and whistleblower mechanisms that allow all project employees to report allegations of forced labour and other abuses without fear of retribution;
- (k) engaging military personnel, including members of the National Security Office for the provision of security at the Bisha Mine;
- (l) failing to investigate the background and human rights record of security personnel; and
- (m) failing to investigate credible reports of human rights abuses by security personnel.

Nevsun, BMSC, Segen, Mereb and the Eritrean Military Unlawfully Conspired to Injure the Plaintiffs

133. In or around 2007, at Vancouver, British Columbia; Asmara, Eritrea; and elsewhere, Nevsun and BMSC, Segen, Mereb and the state of Eritrea ("Co-Conspirators"), or Nevsun and one or more of the Co-Conspirators, in combination, entered into an unlawful agreement, the object of which was the supply of forced labour to build and operate the Bisha Mine.
134. In the circumstances, Nevsun and the Co-Conspirators knew or should have known that harm and injury would result to the Plaintiffs.
135. As described above, forced labour is prohibited under customary international law and any agreement to supply forced labour is unlawful.
136. Further, obtaining a benefit from the use of forced labour is prohibited under the *Criminal Code* of Canada. In particular:
 - (a) section 279.01(1) prohibits the exercise of control, direction or influence over the movements of a person, for the purpose of exploiting them; and
 - (b) section 279.02(1) prohibits the obtaining of a financial or material benefit from conduct which is prohibited under section 279.01(1).
137. The conduct of Nevsun and the Co-Conspirators, in combination, constitutes an unlawful means conspiracy.
138. Nevsun and the Co-Conspirators acted in furtherance of the conspiracy by:
 - (a) authorizing, permitting or acquiescing to the supply of forced labour from Segen, Mereb and the Eritrean military to the Bisha Mine project;
 - (b) forcing the Plaintiffs to provide labour at the Bisha Mine against their will;
 - (c) subjecting the Plaintiffs to harsh working and living conditions;

- (d) intimidating the Plaintiffs or otherwise threatening them with severe punishment should they attempt to flee or cease to work;
- (e) physically assaulting and torturing any workers who were deemed to be disobedient;
- (f) confining the Plaintiffs in a camp(s) when they were not working at the Bisha Mine;
- (g) employing military personnel including members of the National Security Office to conduct surveillance of and intimidate workers at the Bisha Mine;
- (h) failing to provide sufficient quantities of food, potable water, shelter and facilities for personal hygiene at the camps; and
- (i) obtaining a material benefit from the use of forced labour.

139. By reason of the acts carried out in furtherance of the conspiracy the Plaintiffs were injured.

140. More particularly, as a result of being subjected to forced labour at the Bisha Mine, the Plaintiffs were:

- (a) deprived of the fruits of their labour by Nevsun, on its own or through its control of BMSC, acting with one or more of the other Co-Conspirators;
- (b) deprived of their dignity and free will by Nevsun, on its own or through its control of BMSC, acting with one or more of the other Co-Conspirators;
- (c) deprived of their freedom of movement and association by Nevsun, on its own or through its control of BMSC, acting with one or more of the other Co-Conspirators;
- (d) deprived of proper nutrition, accommodation and facilities for personal hygiene by Nevsun, on its own or through its control of BMSC, acting with one or more of the other Co-Conspirators;

- (e) physically injured by Nevsun, on its own or through its control of BMSC, acting with one or more of the other Co-Conspirators; and
- (f) mentally injured by Nevsun, on its own or through its control of BMSC, acting with one or more of the other Co-Conspirators.

141. In each instance, the acts and omissions which caused the deprivation were the alleged acts in furtherance of the conspiracy that are pleaded in paragraph 138 herein; and, in addition, the alleged acts and omissions that are set out in paragraphs Part 1:88-Part 1:95 herein, which Nevsun and one or more of the Co-Conspirators knew and, in the case of omissions, mutually intended to disregard the consequences of and/or, in the alternative, mutually intended to take no affirmative steps to adequately prevent or prevent the consequences of.

The Plaintiffs are Entitled to Restitution and Equitable Relief

142. Nevsun has been enriched by the receipt of labour obtained from the Plaintiffs.
143. The Plaintiffs have suffered a corresponding deprivation as described above and includes the amount of the labour that they were forced to contribute to the Bisha Mine.
144. For the reasons set out above, there is and can be no juristic reason for Nevsun's enrichment and the Plaintiffs' corresponding deprivation. The Plaintiffs were forced to labour on the Bisha Mine as slaves, there was no valid legal authorization for that forced labour and any contract providing for that forced labour would be void from its inception.
145. The Plaintiffs are entitled to an accounting of any benefits that Nevsun has obtained because of its interest in the Bisha Mine.
146. In the alternative, the Plaintiffs waive the torts and plead that they are entitled to recover under restitutionary principles.

Aggravated and Punitive Damages

147. Nevsun's conduct was malicious and reckless and constitutes a wanton disregard for the Plaintiffs' rights which warrants condemnation by an award of aggravated and punitive damages.

Plaintiffs' address for service:

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Defendant's address for service:

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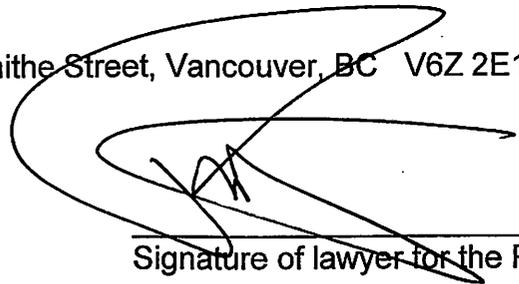
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Place of trial: Vancouver Law Courts

Address of the registry: 800 Smithe Street, Vancouver, BC V6Z 2E1

Date: 24-May-2018



Signature of lawyer for the Plaintiffs

Reidar Mogerman

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

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

APPENDIX

CONCISE SUMMARY OF NATURE OF CLAIM:

In October 2007, Vancouver-based Nevsun Resources Ltd. entered into a commercial venture with the tyrannical state of Eritrea to develop the Bisha gold mine in Eritrea.

The mine was built using forced labour, a form of slavery, obtained from the Plaintiffs and others coercively and under threat of torture by the Eritrean government and its contracting arms.

The Plaintiffs bring this action for damages against Nevsun under customary international law as incorporated into the law of Canada and domestic British Columbia law.

THIS CLAIM ARISES FROM THE FOLLOWING:

A personal injury arising out of:

- a motor vehicle accident
- medical malpractice
- another cause

A dispute concerning:

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

THIS CLAIM INVOLVES:

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