

DENUNCIA HECHO NUEVO. OFRECE PRUEBA. SOLICITA PRONTO DESPACHO DE LAS MEDIDAS URGENTES REQUERIDAS. REITERA SOLICITUD PARA QUE EL TRIBUNAL SE EXPIDA SOBRE SU COMPETENCIA ORIGINARIA

Excma. Corte Suprema de Justicia de la Nación:

Fundación Ciudadanos Independientes (en adelante “FUCI”), representada por su Presidenta Silvia Beatriz Villalonga, con el patrocinio letrado de **Eduardo Oteiza**, Tº 42, Fº 170, CPACF y **Francisco Verbic**, Tº91, Fº340, CPACF, manteniendo el domicilio procesal constituido en Junín 1616, 2do. Piso, en Ciudad Autónoma de Buenos Aires, Zona de notificación 164, y el domicilio electrónico en 20116140528 (email eduardo.oteiza@ote-fa.com), usuario registrado ante esta Corte Suprema de Justicia de la Nación (CSJN), en autos caratulados **“FUNDACIÓN CIUDADANOS INDEPENDIENTES c/ SAN JUAN, PROVINCIA DE Y OTROS s/ Acción ambiental meramente declarativa” (JUICIO ORDINARIO S.C. F121, LXLV)**, de trámite por ante este tribunal, a V.E. decimos:

I. Esta parte ha tomado conocimiento de hechos nuevos, trascendentales para la resolución del presente. En ejercicio de la carga de representar adecuadamente los intereses defendidos por FUCI, venimos a denunciarlos y a solicitar, una vez más, que se provean lo peticionado en diversos escritos que continúan sin resolución.

Nos referimos a los solicitado en las siguientes oportunidades: 29.10.2015, 11.12.2015, 14.03.2016, 11.08.2016, 19.09.2016 y 26.10.2016.

II. En fecha 03.02.2017 fue publicada en el diario Infobae una nota periodística titulada “*Barrick Gold sabía que iba a haber una tragedia en Veladero, pero echó al gerente que lo advirtió*”. Allí se informan tres cuestiones de notable relevancia para las pretensiones de FUCI:

(i) Quien fuera en su oportunidad gerente de mantenimiento global de Barrick Gold, ingeniero **Raman Autar**, informó a fines del año 2014 a sus superiores respecto a la mina

“Veladero” que: a) La planta y el equipamiento se encontraban en muy mal estado; b) Trabajar y conducir a grandes altitudes en un corto espacio de tiempo generaba gran fatiga en los operarios de la planta; c) Los niveles de polvo eran “inaceptables y peligrosos”; d) La mina funcionaba “por debajo de los estándares generales sobre seguridad laboral”; y, e) que el funcionamiento de los sistemas de extracción y contención de polvo diseñados en la planta era realmente precario.

(ii) Tiempo después de elevado el referido informe, y luego de meses de acoso y maltrato por parte de su superior jerárquico inmediato, Richard Fifield, **Autar fue despedido sin justa causa.**

(iii) En el mes de Marzo de 2015, Autar inició una demanda laboral ante la Corte Superior de Ontario, Canadá, contra Barrick Gold Corporation, reclamando la indemnización por los daños y perjuicios derivados del inmotivado distracto y el daño moral producto de esta circunstancia. Asimismo, solicitó allí la aplicación de daños punitivos en su favor.

III. A efectos de acreditar lo expuesto, se ofrece como prueba:

(i) Impresión de pantalla de la nota periodística publicada en diario infobae en fecha 03.02.2017 y caratulada “*Barrick Gold sabía que iba a haber una tragedia en Veladero, pero echó al gerente que lo advirtió*”. Se deja ofrecido link <http://www.infobae.com/sociedad/2017/02/03/barrick-gold-sabia-que-iba-a-haber-una-tragedia-en-veladero-pero-echo-al-gerente-que-lo-advirtio/> y se solicita sea certificada la identidad de contenidos entre ésta y la impresión acompañada. A todo evento, se requiera por oficio a dicho informativo para que se expida sobre la autenticidad de la nota.

(ii) Copia simple de la notificación cursada a Barrick Gold Corporation en fecha 27.03.2015 en marco de los autos suscitados por la demanda interpuesta por Autar Ramar, así como de dicho escrito de demanda.

(iii) Se cite como testigo al Sr. Autar Ramar, Ingeniero, con domicilio desconocido por esta parte.

IV. Finalmente, conforme fuera solicitado en el último escrito presentado por esta parte en fecha 26.10.2017, **solicitamos que se resuelvan los pedidos de tutela cautelar** efectuados en fecha 29.10.2015, reiterados en fecha 11.12.2015, ampliados el 14.03.2016, nuevamente reiterados el 11.08.2016, peticionados una vez más (y ampliados con nuevas medidas atento el nuevo derrame) el 19.09.2016 y requeridos por última vez en aquel escrito de fecha 26.10.2016.

Asimismo, atento la gravedad cada vez mayor de la situación ventilada en autos, **solicitamos a V.E. que se expida sobre su competencia para intervenir en el proceso.** A tal efecto debe tenerse presente que la demanda fue iniciada hace casi 8 años y todavía FUCI no cuenta con una definición sobre el órgano judicial ante el cual debe realizar sus peticiones.

Proveer de Conformidad,

Será Justicia

SILVIA B. VILLALONGA
PRESIDENTE
FUCI

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Abogado
Tº XLVIII Fº 316 C.A.L.P.
Tº 201 Fº 484 C.F.A.L.P.
Tº 91 Fº 340 C.F.A.C.F.



Court File No. CV-15-524886

ONTARIO
SUPERIOR COURT OF JUSTICE

B E T W E E N:

RAMAN AUTAR

Plaintiff

and

BARRICK GOLD CORPORATION

Defendant

STATEMENT OF CLAIM

TO THE DEFENDANT:

A LEGAL PROCEEDING HAS BEEN COMMENCED AGAINST YOU by the plaintiffs. The claim made against you is set out in the following pages.

IF YOU WISH TO DEFEND THIS PROCEEDING, you or an Ontario lawyer acting for you must prepare a statement of defence in Form 18A prescribed by the Rules of Civil Procedure, serve it on the plaintiff's lawyer or, where the plaintiff does not have a lawyer, serve it on the plaintiff, and file it, with proof of service, in this court office, **WITHIN TWENTY DAYS** after this statement of claim is served on you, if you are served in Ontario.

If you are served in another province or territory of Canada or in the United States of America, the period for serving and filing your statement of defence is forty days. If you are served outside Canada and the United States of America, the period is sixty days.

Instead of serving and filing a statement of defence, you may serve and file a notice of intent to defend in Form 18B prescribed by the Rules of Civil Procedure. This will entitle you to ten more days within which to serve and file your statement of defence.

IF YOU FAIL TO DEFEND THIS PROCEEDING, JUDGMENT MAY BE GIVEN AGAINST YOU IN YOUR ABSENCE AND WITHOUT FURTHER NOTICE TO YOU. If you wish to defend this proceeding but are unable to pay legal fees, legal aid may be available to you by contacting a local legal aid office.


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TAKE NOTICE: THIS ACTION WILL AUTOMATICALLY BE DISMISSED if it has not been set down for trial or terminated by any means within five years after the action was commenced unless otherwise ordered by the court.

C. Irwin
Registrar

Date: MARCH 27, 2015

Issued by: _____
Local registrar

Address of court office:
393 University Avenue
10th Floor
Toronto, Ontario
M5G 1E6

TO:

BARRICK GOLD CORPORATION
3700 - 161 BAY STREET
TORONTO, ON M5J 2S1

CLAIM

1. The plaintiff claims:

- (a) damages in the sum of \$1,150,000 for breach of contract wrongful dismissal, and breach of fiduciary duty;
- (b) damages in the sum of \$7,000,000 for negligent misrepresentation;
- (c) aggravated damages for emotional and psychological distress in the sum of \$500,000;
- (d) punitive damages in the sum of \$2,000,000;
- (e) damages for out of pocket expenses incurred in the course of securing alternate employment;
- (f) prejudgment interest from March 13, 2014 in accordance with section 128 of the Courts of Justice Act, R.S.O. 1990, c. C.43, as amended;
- (g) postjudgment interest in accordance with section 129 of the Courts of Justice Act;
- (h) his costs of the proceeding on a substantial indemnity basis, plus HST; and
- (i) such further and other relief as to this Honourable Court may seem just.


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THE CLAIM

2. The plaintiff, Raman Autar ("Autar"), is an individual residing in Burlington, Ontario. Autar has a spouse and two children, ages 10 and 8.
3. Autar is 53 years old.
4. Autar is a mechanical engineer with 29 years' experience and has worked in the mining industry for 14 years.
5. Autar, his spouse and their two children are all New Zealand citizens and had made Australia their home and lived there for 8 years under the "Special Category Visa" for New Zealand citizens prior to being recruited by Barrick.
6. The defendant, Barrick Gold Corporation ("Barrick"), is a company incorporated pursuant to the laws of Ontario with gold and copper mining operations throughout the world and a market capitalization of approximately \$30 billion (US).
7. In September 2012, Autar, was employed by AECOM in Perth, Australia as an Associate Director in the capacity of the Leader of the Asset Management Group of the Minerals & Industries arm of AECOM. Autar's annual compensation at AECOM amounted to around \$430,000 AUD. In that newly formed group, within AECOM, Autar was brought in to develop and grow the group, having sole responsibility for it. Autar was

a senior member of the team at AECOM and participated in the AECOM Executive Performance Incentive Compensation (EPIC) plan. AECOM is one of the largest engineering consultancies in the world.

8. Barrick recruited Autar from Perth, Western Australia in the capacity of Senior Manager Global Maintenance and relocated him and his family from Perth to Toronto, with, among other things, the following representations:

- (a) Barrick would assist, support and fund applications of Autar and his family to establish themselves in Canada as permanent residents;
- (b) that because the permanent residency application process could take 18 months from when it was filed, Barrick would obtain a 3 year work permit for Autar;
- (c) the role was critical to Barrick's operations;
- (d) there was no candidate in Canada to fill the role;
- (e) the role would be a senior management role;
- (f) Autar would be leading the direction of reliability at Barrick;
- (g) Autar was to have autonomy of decision making in his area of expertise;
- (h) Autar's employment would be long term and because of his experience he could expect rapid advancement in rank;
- (i) Barrick would provide university scholarships for Autar's children;


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- (j) Barrick promoted operational excellence in all areas including health and safety and the environment; and
- (k) Barrick was committed to its Core Values and its Code of Business Conduct and Ethics.

9. Autar relied upon these representations and permanently moved to Toronto with his family and established himself and his family in Burlington with Barrick's active encouragement and support.

10. Autar's employment with Barrick contained, among other things, the following terms:

- (a) Autar held the position of Senior Manager Global Maintenance;
- (b) Autar's annual base salary was \$185,000;
- (c) Autar was entitled to around \$92,500 in annual incentive payments;
- (d) Autar was entitled to health and dental and insurance benefits with an annual cost to Barrick of around \$20,000;
- (e) Autar was entitled to a \$7,500 RRSP matching payment per year;
- (f) Autar was entitled to participate in a share purchase plan with an annual value of \$10,000;
- (g) Autar was provided with \$1,500 as a professional education allowance;
- (h) Autar was provided with health and fitness club benefits with an annual value of \$2,000;

- (i) Barrick would provide Autar with financial and other support with respect to the move to Canada including, among other things, purchasing a house, visa application, and filing taxes in Canada and internationally;
- (j) Autar was obligated to repay Barrick costs associated with his relocation from Australia to Toronto if he resigned his employment prior to his second anniversary date;
- (k) Autar would be subject to a 6 month probationary period whereby Autar's performance would be assessed and it would be determined if he was suitable for continued employment;
- (l) Barrick agreed to conduct its business in accordance with the highest ethical standards;
- (m) Barrick and Autar would be bound by Barrick's Code of Business Conduct and Ethics;
- (n) Autar would be provided with reasonable notice of the termination of his employment and that in the event that Barrick terminated his employment without notice he would continue to be fully remunerated until such time as he was able to work in Canada by obtaining a work permit, permanent residency, or through other means, and that the period of reasonable notice would only commence after such time as Autar was able to work in Canada for an employer other than Barrick; and
- (o) Barrick had a duty of honesty, good faith and fair dealing to him.

11. Barrick's Code of Business Conduct and Ethics provides, among other things, that:

- (a) All Barrick employees and directors are accountable for adhering to the Code of Business Conduct and Ethics and the highest ethical standards and fair dealing;


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- (b) Barrick is committed to compliance with all applicable laws, rules, and regulations in every jurisdiction in which it does business and all employees and directors are expected to adhere to the standards and restrictions imposed by those laws, rules and regulations; and
- (c) every employee and director is expected to act with the highest degree of integrity.

12. Barrick terminated Autar's employment after just fourteen months without cause.

13. The termination followed soon after Autar raised concerns about health and safety, Barrick's impact on the environment, and had sought to bring to senior management's attention to harassment and bullying by his immediate manager Richard Fifield ("Fifield"). Specifically:

- (a) Autar had recently pointed out the following health and safety issues at the Veladero mine in Argentina to Fifield;
 - (i) the state of the plant/equipment;
 - (ii) fatigue with respect to working at and driving to high altitudes in a short time frame;
 - (iii) unacceptable and dangerous levels of dust;
 - (iv) below standard general workplace safety (trip hazards, machinery not properly maintained for down periods);
 - (v) the intentional removal of and non-operational condition of dust extraction and containment systems designed into the plant.

- (b) Fifield refused to provide Autar with a requested day lay-off upon arrival in Cairns, Australia before flying to the Porgera Minesite in Papua New Guinea, to overcome stress and fatigue associated with the long haul flight from Toronto to Cairns, Australia, and instead cancelled Autar's trip; and
- (c) Fifield treated Autar with disdain and disrespect, including unjustified criticism and veiled threats, as a result of Autar's attempts to modernize and implement best practices with respect to maintenance and reliability at Barrick's site around the globe.

14. At all times, Autar performed his duties in accordance with his professional obligations as a mechanical engineer, and in accordance with the Code of Business Conduct and Ethics.

15. Since the termination, Autar's manager has embarked upon a course of behaviour which has hindered Autar's ability to secure alternative employment.

BREACH OF FIDUCIARY DUTY

16. Barrick owed Autar a fiduciary duty as:

- (a) Barrick recruited Autar to move with his family from Australia to make their home in Canada;
- (b) Barrick encouraged Autar to buy a house in the Greater Toronto Area and provided him with financial and non-financial support in this regard;
- (c) Barrick advised Autar that it would apply for and support Autar and his family's application for permanent residency in Canada and that in the interim, Barrick would obtain a temporary foreign worker²

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permit to allow Autar to work in Canada until such time as he was a permanent resident;

- (d) under the terms of the temporary foreign worker permit, Autar was only permitted to work for Barrick;
- (e) Barrick had the scope to exercise discretion or power over Autar's employment status;
- (f) Barrick had the scope to exercise discretion or power over Autar's eligibility for permanent residence in Canada;
- (g) Barrick's discretion to maintain Autar as an employee was unilateral; and
- (h) Autar's ability to earn a living in Canada was entirely dependent on Barrick's discretion to maintain him as an employee which made him particularly vulnerable to Barrick.

17. The fiduciary duty owed to Autar required Barrick to continue to compensate Autar until such time as he obtained his permanent residency, an open work permit, or was otherwise able to freely work in Canada.

18. Barrick breached the fiduciary duty in that it failed to continue to compensate Autar after termination, despite that he was not able to work in Canada for any company other than Barrick. Barrick is liable to Autar for the resulting damages.

BREACH OF CONTRACT AND WRONGFUL DIMISSAL

19. Autar was only provided with two weeks' termination pay, being the minimum payment under the Employment Standards Act, 2000, S.O. 2000, c. 41 (the "ESA").
20. Barrick refused to provide Autar with any further payment or financial support without signing a full and final release in favour of Barrick.
21. Barrick explicitly refused to provide Autar with a letter of reference.
22. Barrick provided a negative reference to potential employers which hindered Autar's ability to find alternate employment.
23. The negative references were provided in bad faith and done for the purpose of hindering Autar's ability to secure alternate employment in Canada.
24. Barrick failed to support and fund Autar's application for permanent residency.
25. Autar's temporary foreign work permit provides that he is only eligible to work for Barrick and that the permit is not transferrable.
26. It was an implied term of Autar's employment, that in the event that he was terminated he would continue to be compensated by Barrick while he was unable to work in Canada and that he would be provided with reasonable notice of termination (which


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would be 12 months) once he was able to work in Canada through permanent residency, or otherwise.

27. The factors affecting the notice period include:

- (a) Autar's age;
- (b) his position with Barrick;
- (c) the limited positions available in his field;
- (d) the circumstances upon which Autar was hired;
- (e) the representations made to Autar about his leadership role for maintenance and reliability as detailed above;
- (f) the circumstances surrounding his termination, including:
 - (i) his attempts to exercise a leadership role in reliability and maintenance played a role in his termination;
 - (ii) that Fifield manufactured a reason to terminate Autar as he felt threatened by the direction Autar sought to take reliability and maintenance;
- (g) his obligation to repay relocation costs to Barrick in the event of resignation within 2 years of his start date;
- (h) the representation made to Autar and the Government of Canada that it was unable to find a Canadian citizen or permanent resident to fill the role that Autar was recruited for;

(i) and other factors considered by the courts and that may be advised prior to trial.

28. Barrick breached the employment contract in that it failed to continue to compensate Autar pending his application for permanent residence and the opening of his work permit, and failed to provide him with reasonable notice of termination thereafter. Barrick is liable for the resulting damages.

29. If Barrick did not owe Autar a fiduciary duty, or it was not an implied term of Autar's employment that Barrick would continue to compensate Autar pending his receipt of an open work permit or obtaining permanent residency, then Barrick was required to provide Autar with 40 months' notice of termination considering the following factors:

- (a) the circumstances upon which Autar was hired;
- (b) his age;
- (c) his position with Barrick;
- (d) his temporary foreign worker status;
- (e) the limited positions available in his field;
- (f) the advice by potential employers that there were suitable candidates in Canada that could fill the roles he was applying for;
- (g) the length of time it may take to obtain permanent residency in Canada;


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- (h) his obligation to repay relocation costs to Barrick in the event of resignation within 2 years of his start date;
- (i) having recently relocated his spouse and two young children to Canada;
- (j) the psychological stability of his two young children;
- (k) the substantial losses the Autar family suffered as a result of their move from around the other side of the globe;
- (l) the representations made to Autar about his leadership role for maintenance and reliability as detailed above;
- (m) the circumstances surrounding his termination, including:
 - (i) his attempts to exercise a leadership role in reliability and maintenance played a role in his termination;
 - (ii) that Fifield manufactured a reason to terminate Autar as he felt threatened by the direction Autar sought to take reliability and maintenance;
- (n) the representation made to Autar and the Government of Canada that it was unable to find a Canadian citizen or permanent resident to fill the role that Autar was recruited for;
- (o) and other factors considered by the courts and that may be advised prior to trial.

30. Barrick wrongfully dismissed Autar in that it failed to provide Autar with reasonable notice of termination.

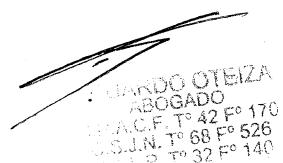
NEGLIGENT MISREPRESENTATION

31. A special relationship existed between Autar and Barrick and its representatives, giving rise to a duty of care.

32. Barrick had an obligation to exercise due diligence throughout the hiring process and during the course of Autar's employment with respect to representations made to Autar and to the Government of Canada about the nature and existence of the employment opportunity.

33. Barrick represented to Autar that it would apply for and support Autar's family's permanent residency application, that there would not be any issue with the Autar family making Canada their permanent home and failed to advise Autar that if he was terminated, it would not support his permanent residency application and that it expected him to move back to Australia (the "Residency Representation"). The Residency Representation was false. Barrick failed to support Autar and his family's application for permanent residence, took no steps to assist the Autar family in making Canada their home after Autar's employment was terminated, withdrew its support for Autar's permanent residence application, and advised Autar that it expected him to move back to Australia. Had Barrick not make the Residency Representation, he would not have accepted Barrick's offer of employment and left his position with AECOM and moved to Canada.

34. Barrick represented to Autar that his role at Barrick would be long term (the "Long Term Role Representation") and that it would therefore provide him with coaching,


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advance notice of any alleged shortcomings in his performance and that he would be given every opportunity to address any performance concerns prior to termination, including a warning that his employment may be terminated in the future.

35. The Long Term Role Representation was false. Autar was not provided with any proper coaching and was never advised that his employment was in jeopardy. His termination was devastating and put him and his family in a precarious financial and emotional position. Had Barrick advised Autar that he could be terminated on a whim, without any constructive feedback or any opportunity to address any concerns that Barrick had, or for raising genuine health and safety, and environmental issues in accordance with the Code of Business Conduct and Ethics, he would not have accepted Barrick's offer of employment and left his position with AECOM and moved to Canada.

36. Barrick also represented to Autar that he would have autonomy to lead the direction of reliability and maintenance at Barrick (the "Role Representation"). The Role Representation was also false. Autar was not provided with autonomy to lead reliability at Barrick as represented – and was terminated for trying to take the leadership role that was represented to Autar prior to his hiring. Had Barrick not made the Role Representation, Autar would not have accepted Barrick's offer of employment and left his position with AECOM and moved to Canada from Australia.

37. Barrick made, among other things, the following representations to the Government of Canada that were false (the "Foreign Worker Representations"):

- (a) Barrick was aware of and complied with the recruitment and advertising requirements set by HRSDC/Service Canada by conducting advertising and recruitment activities to hire Canadian citizens and permanent residents;
- (b) Barrick was aware of and complied with HRSDC/Service Canada's requirement that requests employers to make reasonable efforts to train Canadian citizens and permanent residents in order to meet their labour needs where possible; and
- (c) Barrick was able to fulfill the terms and conditions related to the employment of Autar for the 3 year duration of the work permit.

38. Had Barrick not made the Foreign Worker Representations, Autar would not have left his position in Australia and/or would not have been granted a work permit and therefore would not have left his job in Australia.

39. Autar suffered damages as a result of the negligent misrepresentations including:

- (a) the wages and other remuneration and benefits that he would have continued to earn in Perth;
- (b) losses due to the significant investment he made associated with relocating to Toronto which Barrick acknowledges;
- (c) losses that he will incur in Canada as a result of returning to Australia;
- (d) emotional and psychological stability of his spouse and children; and
- (e) such further damages as may be detailed prior to trial.

BARRICK'S BREACH OF ITS CODE OF BUSINESS CONDUCT AND ETHICS,
OCCUPATION HEALTH AND SAFETY ACT AND TEMPORARY FOREIGN


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WORKER PROGRAM GUIDELINES, BAD FAITH AND EMOTIONAL SUFFERING

40. Barrick was aware of its obligation at law to provide Autar with reasonable notice of termination.

41. Barrick was aware that Autar was entitled to more than 2 weeks' notice of termination.

42. Barrick was aware that Autar was put in an emotionally and financially vulnerable position as a result of the manner in which his employment was terminated. Barrick knew that the Autar family's physical, emotional and financial stability depended upon them being landed in Canada after their permanent residency. Barrick maliciously refused to support or provide assistance with Autars' permanent residence application. Barrick intentionally did not provide Autar with reasonable notice of termination, compensation in lieu of such notice and withdrew its support for Autars' permanent residency application. Barrick acted in this manner to put financial and psychological pressure on Autar to execute a full and final release in Barrick's favour and to accept less than he was otherwise entitled to at law.

43. Barrick also refused to provide Autar with his Record of Employment (ROE) and advised Autar, when he requested it so that he could file an insurance claim, that he would receive it upon the execution of a release.

44. In terminating Autar in the manner set out above, Barrick has violated the Code of Business Conduct and Ethics in that:

- (a) he was terminated for raising health & safety and environmental concerns in accordance with the Code of Business Conduct and Ethics (as set out at paragraph 13 above) and despite that the Code of Business Conduct and Ethics precludes any reprisal;
- (b) Fifield, acting on behalf of Barrick, violated the Code of Business Conduct and Ethics by terminating Autar's employment when he found out that Autar was about to raise significant complaints against him;
- (c) Basie Maree, acting on behalf of Barrick, failed to meet with Autar to hear his grievances;
- (d) Barrick terminated Autar's employment to escape the publication of Autar's report raising environmental infringements at the Veladero mine in Argentina; and
- (e) Barrick failed to provide Autar with reasonable notice of termination or pay in lieu of notice.

45. The manner in which Autar was terminated and circumstances surrounding his termination has caused Autar emotional and psychological pain and suffering, including depression and anxiety.

46. In terminating Autar in the manner set out above, Barrick has violated the Occupational Health and Safety Act and the Temporary Foreign Worker Guidelines in that

- (a) the concerns Autar raised about his health and safety as set out above played a role in the decision to terminate his employment;


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(b) Autar's attempts to remove himself from Fifield's team by applying for a different role at Barrick was a factor that played a role in the decision to terminate his employment.

47. The above actions, independently and collectively, amount to independent actionable wrongs and renders Barrick liable for punitive, moral and aggravated damages.

48. The plaintiff proposes that this action be tried in the city of Toronto.

March 27, 2015

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