

C A N A D A

SUPERIOR COURT
(CLASS ACTIONS DIVISION)

PROVINCE OF QUEBEC
DISTRICT OF MONTREAL
No: 500-06-001263-231

THE CLASS

and

**ASSOCIATION FOR THE RIGHTS OF
HOUSEHOLD AND FARM WORKERS**

Representative Plaintiff

and

BYRON ALFREDO ACEVEDO TOBAR

Designated Member

v.

ATTORNEY GENERAL OF CANADA

Defendant

**DEFENDANT'S RESPONSE TO THE REPRESENTATIVE PLAINTIFF'S
APPLICATION FOR PARTICULARS**
(Art. 20 and 169 CCP)

TO THE HONOURABLE JUDGE PIERRE NOLLET, CASE MANAGEMENT JUDGE, BEFORE THE SUPERIOR COURT IN THE DISTRICT OF MONTREAL, THE DEFENDANT RESPECTFULLY SUBMITS THE FOLLOWING:

1. The Attorney General of Canada (AGC)'s Defence is sufficiently detailed.
2. The AGC's Defence sets out facts or other elements that could take the Representative Plaintiff by surprise if they were not disclosed in advance.
3. The allegations contained in the Defence are not vague and ambiguous.
4. Read as a whole and interpreted liberally in favour of the party from which they originate, the allegations of the Defence allow the Representative

Plaintiff to understand what the AGC intends to prove, without requiring the AGC to disclose all of its means of proof.

5. In any case, the Representative Plaintiff will not be taken by surprise.
6. In the interest of cooperation, the requested particulars are provided with respect to the following paragraphs of the Defence:

“103. At paragraph 103 of the Defence, the Defendant alleges that “some of the Designated Member’s allegations are overstated” and proceeds to give one (1) example, without specifying which other of the Designated Member’s allegations, if any, are overstated.”

Response:

- The Defendant refers the Representative Plaintiff to paragraph 105 of the Defence, which states that the Designated Member benefited from standard accommodation and working wages, which is in response to paragraphs 102 and 138 of the Originating Application alleging poor living conditions and underpayment.
- The Defendant refers the Representative Plaintiff to paragraph 106 of the Defence, which states that the Designated Member always benefited from appropriate health care services as per Exhibit D-16 under seal¹, which is in response to paragraphs 106-107 of the Originating Application alleging that his employer refused to take him to the hospital.
- The Defendant refers the Representative Plaintiff to paragraph 107 of the Defence, which states that the Designated Member was supported by his employer during this time who drove him to all his appointments and exams, as per Exhibit D-17 under seal², which is in response to paragraphs 106-107 of the Originating Application alleging that his employer refused to take him to the hospital.
- The Defendant refers the Representative Plaintiff to paragraph 108 of the Defence, which states that on or around December 8, 2015, the Designated Member said that his morale was good, he was satisfied of his work, and he had a good relationship with the employer and his colleagues and that he wanted to return to work, as per Exhibit D-18 under seal³, which is in response to paragraph 111 of the Originating Application alleging that his employer frequently accused him of faking, of lying and of taking advantage of the situation not to work and to

¹ Designated Member’s medical file with Hôpital de Granby.

² Designated Member’s employment file with Équipe Yves Sarrazin.

³ Designated Member’s file with CNESST related to workplace accident of September 2015.

paragraph 112 of the Originating Application alleging that he was completely demoralized and felt worthless.

- The Defendant also refers the Representative Plaintiff to the transcripts of the Designated Member's examination (April 25, 2025), already in the possession of the Representative Plaintiff.

"120. At paragraph 120 of the Defence, the Defendant alleges that "the Regulations provide mechanisms for employer-specific permit workers to change employment and/or employer", without specifying which mechanisms are invoked by the Defendant."

Response:

- The mechanisms are described at paragraphs 121-124 and 126-128 of the Defence.
- Otherwise, the Defendant is not required to plead or prove the law in force. It is the material facts that must be alleged in the Defence.

"148. At paragraph 148 of the Defence, the Defendant alleges that "various preventive and curative measures exist, including those contained in the OWP-V and also, among others, the possibility to leave and/or change employer, voluntary departure from Canada, which are tailored to address the potential vulnerabilities alleged by the Representative Plaintiff", without specifying which other preventive and curative measures, if any, are alleged by the Defendant, to be "tailored to address the potential vulnerabilities alleged by the Representative Plaintiff"."

Response:

- In addition to the Open Work Permit for Vulnerable Workers (OWP-V), the possibility to leave and/or change employer and the voluntary departure from Canada, the employer compliance regime is described at paragraphs 181-183 of the Defence and the various initiatives are described at paragraphs 185-186 of the Defence.
- The temporary foreign workers have the same labour rights as Canadian citizens or permanent residents, as stated under paragraphs 98, 148 and 190 of the Defence.
- We also refer you to paragraphs 121-124 and 126-128 of the Defence.
- Otherwise, the Defendant is not required to plead or prove the law in force. It is the material facts that must be alleged in the Defence.

"176. At paragraph 176 of the Defence, after having alleged objectives for

the *Immigration and Refugee Protection Act*, SC 2001, c. 27, for the impugned provisions of the *Immigration and Refugee Protection Regulations*, SOR/2002-227, and for immigration programs, the Defendant alleges that “[t]he objectives described above are not exhaustive and will be more fully developed at trial”, without specifying which additional objectives, if any, will be invoked by the Defendant, despite this being a central question which impacts the analysis under section 7 and section 1 of the *Canadian Charter of Rights and Freedoms*.”

Response:

- The Defendant refers the Representative Plaintiff to paragraphs 6, 30, 145, 164-187 of the Defence.
- The Defendant may complement its argument on s. 1 of the Charter later, including through expert evidence and testimony. Otherwise, the particulars requested pertain to the means of proof and will likely be the subject of expert evidence.

“191. At paragraph 191 of the Defence, the Defendant alleges that the impugned provisions “also provide remedies and reasonable tools, including to temporary foreign workers facing difficulties or wanting to change employers”, without specifying which remedies and tools are invoked by the Defendant.”

Response:

- The Defendant refers the Representative Plaintiff to the responses provided above under paragraphs 120 and 148 of the Defence.
- Otherwise, the Defendant is not required to plead or prove the law in force. It is the material facts that must be alleged in the Defence.

The whole respectfully submitted.

MONTREAL, April 21, 2026

Attorney General of Canada

ATTORNEY GENERAL OF CANADA

Department of Justice Canada

Quebec Regional Office

Guy-Favreau Complex

200 René-Lévesque Blvd. West

East Tower, 9th Floor

Montréal (Québec) H2Z 1X4

Fax: (514) 496-7876

NotificationPGC-AGC.Civil@justice.gc.ca

Per: M^{tre} Mariève Sirois-Vaillancourt
M^{tre} Emilie Tremblay
M^{tre} Kim Nguyen
M^{tre} Sean Doyle
M^{tre} Maria Rodriguez

Tel: 514-629-6794
514-463 9332
438-596-6817
514-214-8278

E-mail:

Marieve.Sirois-Vaillancourt@justice.gc.ca
Emilie.Tremblay@justice.gc.ca
Kim.Nguyen@justice.gc.ca
Sean.Doyle@justice.gc.ca
Maria.Rodriguez2@justice.gc.ca

Counsel for the Defendant