



NO. *Court File No. VLC-S-S-1812768*
VANCOUVER REGISTRY

IN THE SUPREME COURT OF BRITISH COLUMBIA

BETWEEN:

MEAGHAN BUISSON

PLAINTIFF

AND:

RICHARD YENSEN and DONNA DRYER

DEFENDANTS

NOTICE OF CIVIL CLAIM

This action has been started by the Plaintiff 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 plaintiff.

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

- (a) 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
- (b) serve a copy of the filed response to civil claim and counterclaim on the plaintiff 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 plaintiff,

- (a) if you reside anywhere in Canada, within 21 days after the date on which a copy of the filed notice of civil claim was served on you,

(b) if you reside in the United States of America, within 35 days after the date on which a copy of the filed notice of civil claim was served on you,

(c) if you reside elsewhere, within 49 days after the date on which a copy of the filed notice of civil claim was served on you, or

(d) if the time for response to civil claim has been set by order of the court, within that time.

CLAIM OF THE PLAINTIFF

Part 1: STATEMENT OF FACTS

The Parties

1. The Plaintiff, Meaghan Buisson (hereinafter referred to as the “Plaintiff”), has an address for service for the purpose of this proceeding of 1486 West Hastings Street, in the City of Vancouver, in the Province of British Columbia.

2. The Defendant, Richard Yensen (hereinafter referred to as “Dr. Yensen”) was a registered psychologist in the State of California, USA with a last known address of 1269 Bartholomew Road, Mansons Landing, British Columbia.

3. The Defendant, Donna Dryer (hereinafter referred to as “Dr. Dryer”) is a registered psychiatrist in the Province of British Columbia with a last known address of 1269 Bartholomew Road, Mansons Landing, British Columbia.

The Events

4. In January 2015, the Plaintiff started participating in a Phase II clinical trial (the “Trial”) for 3,4-methylenedioxymethamphetamine (“MDMA”) assisted psychotherapy for Post-Traumatic Stress Disorder (“PTSD”) sponsored by Multidisciplinary Association for Psychedelic Studies Inc. (the “MAPS”), a non-profit research and educational organization. The active treatment continued for six months and was followed by a year of monitoring which included follow-up meetings and testing at 3, 6 and 12-month intervals. The therapy sessions involving the Plaintiff were conducted by Dr. Yensen and Dr. Dryer (collectively the “Defendants”).

5. During the time of the Trial, the Defendants were carrying on the MAPS sponsored research study of MDMA for people with treatment-resistant PTSD in Vancouver.
6. In June 2015, after completion of the active treatment trial, the Plaintiff moved from Vancouver to Cortes Island, in the Province of British Columbia, to continue the treatment with the Defendants.
7. At all material times, the Plaintiff was emotionally and psychologically vulnerable.
8. At all material times, the Defendants had scope of some discretion or power and could unilaterally exercise that power or discretion so as to affect the Plaintiff's interests.
9. In or about fall of 2015 to spring of 2017, and while the Plaintiff was under care of the Defendants, the Plaintiff's psychological condition deteriorated significantly and severely as a result of the acts and/or omissions of the Defendants and the treatment provided to the Plaintiff.
10. The Plaintiff remained under the care of the Defendants until she left Cortes Island in spring of 2017, after which Dr. Dryer continued to be involved in her care.
11. The Defendants' actions during the course of the Plaintiff's treatment were inappropriate, unprofessional, harmful to the Plaintiff and detrimental to her treatment and recovery. They included but were not limited to establishing unprofessional and intimate relationship with the Plaintiff, sharing a large amount of personal information about themselves with the Plaintiff and continuing treatment for an extended period of time without regard to whether the treatment was benefiting the Plaintiff.
12. During the course of the Plaintiff's treatment, Dr. Yensen committed sexual assaults upon the Plaintiff which included but were not limited to having sexual intercourse with the Plaintiff, inappropriately touching the Plaintiff, inappropriately exposing himself to the Plaintiff, violating the Plaintiff's privacy, verbally commenting on sexual matters to the Plaintiff, making sexualized gestures, sounds and actions towards the Plaintiff, using inappropriate and sexualized language with the Plaintiff.
13. Additionally, Dr. Yensen verbally abused the Plaintiff causing emotional and psychological harm.

14. As a result of the said treatment and the Defendants' acts and/or omissions, the Plaintiff suffered significant psychological and emotional harm, injury and losses.

15. The harm suffered by the Plaintiff consists of, *inter alia*:

- (a) Acute and chronic psychological trauma;
- (b) Disabling depression and self-harm;
- (c) Erosion of self-esteem, self-sufficiency, and confidence;
- (d) Impaired social relationships;
- (e) Requirement for on-going counselling;
- (f) Stress and anxiety;
- (g) On-going difficulties in dealing with, and an impaired ability to trust, the health care professionals;
- (h) Generalized pain and suffering; and
- (i) Such further and other harm that may not be evident at this time and as shall be proven at trial.

16. At present, the harm suffered causes and continues to cause the Plaintiff pain, suffering and loss of enjoyment of life, disability and loss of income earning capacity, and past and future care costs.

Part 2: RELIEF SOUGHT

1. The Plaintiff claims against the Defendants for:

- (a) General damages;
- (b) Damages for breach of contract;
- (c) Special damages;

- (d) Aggravated damages;
- (e) Punitive damages;
- (f) Health care costs pursuant to the *Health Care Costs Recovery Act*, S.B.C. 2008, c. 27 and amendments thereto;
- (g) Interest pursuant to the *Court Order Interest Act*, R.S.B.C. 1996, c.79 and amendments thereto;
- (h) Costs; and
- (i) Such further and other relief as this Honourable Court may deem just.

Part 3: LEGAL BASIS

1. The damages and harm suffered by the Plaintiff were caused by the negligence, jointly and severally, of the Defendants. The Plaintiff pleads and relies on the *Negligence Act*, R.S.B.C. 1996 c. 333 and amendments thereto.

2. At all material times, the Defendants owed a duty of care to the Plaintiff to exercise all reasonable care, skill, diligence and competence while treating the Plaintiff. The Defendants breached the standard of care they owed to the Plaintiff.

3. Further, the actions of the Defendants constitute a breach of contract. At all material times, there was in existence a contract between the Plaintiff and the Defendants that the Defendants would render to the Plaintiff professional services. It was an implied term of the contract that the Defendants would exercise all reasonable care, skill, diligence and competence in providing the services with respect to the care and treatment of the Plaintiff. The Defendants breached that duty to the Plaintiff.

4. Further, the Defendants owed a fiduciary duty to the Plaintiff which included, acting in accordance with the Plaintiff's welfare and best interests at all times, confining the practice to areas of competence, avoiding conflicting interests and dualistic relationship, providing a safe and therapeutic setting, failing to adequately regard and protect the Plaintiff's best interests

and/or failing to take responsibility for the acts and/or omissions of a fiduciary when having reason to believe that their conduct compromised the health and safety of the Plaintiff. The Defendants breached their fiduciary duty to the Plaintiff.

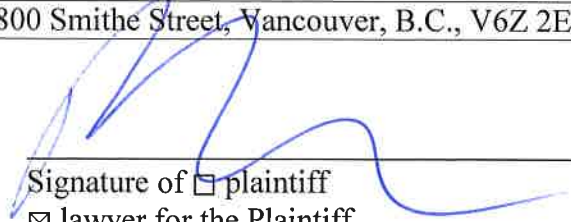
5. The particulars of the negligence and/or breach of contract and/or breach of fiduciary duty of the Defendants are as follows:

- a) Failing to protect and act in accordance with the Plaintiff's welfare and best interests, particularly when they knew, or ought to have known, of the vulnerability of the Plaintiff;
- b) Failing to use adequate and reasonable care, skill and/or diligence in the provision of therapeutic services to the Plaintiff;
- c) Failing to take adequate steps to protect the Plaintiff and mitigate injury to the Plaintiff when they knew or ought to have known the Plaintiff's health and safety had been compromised as a result of the acts and/or of the Defendants;
- d) Undertaking to provide, or continuing to provide, therapeutic services to the Plaintiff in the circumstances when the Defendants knew or ought to have known that it was harmful to the Plaintiff;
- e) Failing to provide therapeutic services which were appropriate and adequate to the Plaintiff's needs;
- f) Failing to consult with, or refer the Plaintiff to, an appropriate specialist when the Defendants knew or ought to have known that the Plaintiff's clinical needs exceeded the Defendants' knowledge or skill and/or during the deteriorating condition of the Plaintiff and/or the breakdown of the therapeutic relationship and/or when the Defendants' duty and interest conflicted;
- g) Failing to maintain a professional relationship with the Plaintiff;
- h) Disclosure by the Defendants' own personal information and issues to the Plaintiff;

- i) Establishing a dual relationship with the Plaintiff and permitting their own interests and needs to override the interest and needs of the Plaintiff;
 - j) Failing to terminate the professional relationship when a dual relationship arose and duty and interest conflicted;
 - k) Using a power relationship, or misusing influence, to benefit from the Plaintiff;
 - l) Corresponding with the Plaintiff in an intimate manner;
 - m) Disclosing confidential information without the consent of the Plaintiff.
 - n) Such further and other particulars as may become known to the Plaintiff.
6. Dr. Yensen committed sexual assaults upon the Plaintiff. The sexual assaults constitute a battery of the Plaintiff.
7. The conduct of the Defendants renders them liable to pay aggravated damages in order to properly compensate the Plaintiff for the high-handed, harsh and/or malicious actions of the Defendants which resulted in the aggravation of the Plaintiff's damage.
8. The conduct of the Defendants renders them liable to pay punitive damages as:
- a) The actions of the Defendants are made more egregious because of the power that they were able to exert over the Plaintiff as a result of their position of authority and her vulnerable position;
 - b) The combined award of general and aggravated damages alone would be insufficient to achieve the goal of punishment, retribution, deterrence and denunciation.
9. The Plaintiff is a beneficiary as defined in section 1 of the *Health Care Costs Recovery Act*, S.B.C. 2008, c. 27, who has received one or more health care services as defined in Section 2(1) of the *Health Care Costs Recovery Act*, and without restricting the generality of the foregoing, the Plaintiff specifically pleads and relies upon the *Health Care Costs Recovery Act* and amendments thereto and any subsequent enactments that may apply.

Plaintiff's address for service:	Rose A. Keith Barrister and Solicitor 1486 West Hastings Street Vancouver, B.C., V6G 3J6 Telephone: (604) 669-2126
Fax number address for service:	Fax: (604) 669-5668
E-mail address for service:	N/A
Place of trial:	Vancouver, B.C.
The address of the registry is:	800 Smithe Street, Vancouver, B.C., V6Z 2E1

Date: November 23, 2018



Signature of plaintiff
 lawyer for the Plaintiff
Rose A. Keith

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

[The following information is provided for data collection purposes only and is of no legal effect.]

Part 1: CONCISE SUMMARY OF NATURE OF CLAIM:

The Plaintiff claims for damages arising out of the treatment and the Defendants' breach of contract.

Part 2: THIS CLAIM ARISES FROM THE FOLLOWING:

[Check one box below for the case type that best describes this case.]

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

Part 3: THIS CLAIM INVOLVES:

[Check all boxes below that apply to this case]

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

Part 4:

[If an enactment is being relied on, specify. Do not list more than 3 enactments.]

Supreme Court Civil Rules, B.C. Reg. 168/2009

Negligence Act, R.S.B.C. 1996, c. 333

Health Care Costs Recovery Act, S.B.C. 2008, c. 227