IN THE SUPREME COURT OF BRITISH COLUMBIA

Citation: *Lefebvre v. Gisborne Holdings Ltd.,*
2023 BCSC 2231

Date: 20231219
Docket: S245569
Registry: New Westminster

Between:

Kavita Lefebvre

Plaintiff

And

Gisborne Holdings Ltd.

Defendant

Before: The Honourable Justice Lamb

Reasons for Judgment

Counsel for the Plaintiff:	S. Payne
Counsel for the Defendant:	A. Zwack
Place and Dates of Trial:	New Westminster, B.C. April 11-13 and July 20, 2023
Place and Date of Judgment:	New Westminster, B.C. December 19, 2023

Overview

[1] Kavita Lefebvre was hired by Gisborne Holdings Ltd. (“Gisborne”) pursuant to a fixed-term contract to replace an employee on parental leave (the “Employment Contract”). Approximately six weeks into the term of the Employment Contract, Gisborne terminated Ms. Lefebvre’s employment after she sent an email to Ian Gibson, Gisborne’s human resources manager (the “Email”). Mr. Gibson and Maegan Teunissen, Ms. Lefebvre’s manager, took issue with the tone and content of the Email.

[2] Ms. Lefebvre says she was dismissed without cause. Gisborne says she was terminated for cause. Gisborne says that the Email caused an irreconcilable breakdown of the employment relationship.

[3] Alternatively, Gisborne says that it was entitled pursuant to the Employment Contract to terminate Ms. Lefebvre’s employment prior to the expiry of the term. Ms. Lefebvre says the Employment Contract does not provide for termination without cause.

[4] Ms. Lefebvre seeks damages in the amount she would have been paid if she had completed the fixed term or alternatively $5000, the amount of a completion bonus available pursuant to the Employment Contract. She also seeks punitive damages for the manner of her dismissal and the baseless allegation of cause.

[5] Gisborne says that no damages are payable. Alternatively, Gisborne says that Ms. Lefebvre is entitled to damages of $5000 less the two weeks severance pay she received. Gisborne argues that Ms. Lefebvre has failed to mitigate her loss.

[6] In my view, the Employment Contract was for a fixed term and did not provide for termination without cause. For the reasons that follow, I find that the Email did not constitute just cause for dismissal. Ms. Lefebvre is entitled to damages equal to the amount she would have received pursuant to the Employment Contract had she completed the term. Punitive damages are not warranted.

[7] Before turning to the issues to be decided, I will briefly set out key background facts.

Factual context

[8] On April 11, 2022, Ms. Lefebvre and Gisborne entered into the Employment Contract. On behalf of Gisborne, Ms. Teunissen offered Ms. Lefebvre the position of Departmental Administrator, and Ms. Lefebvre accepted.

[9] The Employment Contract included the following terms:

> Term: 18 month agreement commencing May 2, 2022 to October 27, 2023
>
> Compensation: Hourly rate of $25.95 which is inclusive of in lieu benefits amount
>
> Completion Bonus: $5000 to be paid on October 27, 2023, or upon layoff, whichever occurs first. No payment (partial or otherwise) is made if there is a quit or termination for cause.

[10] Ms. Lefebvre was hired to replace an employee who was taking parental leave. The incumbent employee provided some training; however, Ms. Lefebvre was not adequately trained for all of the tasks assigned to her. Ms. Lefebvre was assigned tasks in addition to those undertaken by the incumbent employee. Ms. Lefebvre struggled to keep up with the workload.

[11] Ms. Lefebvre reported directly to Ms. Teunissen.

[12] On Friday, June 24, 2022, during a telephone call between Ms. Lefebvre and a representative of Gisborne's largest client, the client's representative became upset when she learned that Ms. Lefebvre had not scheduled a service appointment as expected. When Ms. Lefebvre said she would have to speak to Ms. Teunissen to find a solution to the scheduling issue, Ms. Lefebvre's conversation with the client became heated. Both Ms. Lefebvre and the client raised their voices.

[13] Ms. Lefebvre called Ms. Teunissen immediately after her discussion with the client to report the incident and to seek instructions. Ms. Teunissen was offsite and had poor telephone reception. The call was dropped midway through the discussion. Ms. Teunissen did not tell Mr. Gibson that Ms. Lefebvre reported the incident to her

right away. He acknowledged in cross-examination that was the correct thing for Ms. Lefebvre to do.

[14] Shortly after the phone call with Ms. Lefebvre, Ms. Teunissen sent an email to the client, copied to Ms. Lefebvre, saying that Gisborne would work through the scheduling issue and make things happen. Ms. Lefebvre sent an email in response, agreeing with Ms. Teunissen's email and apologizing to the client for being so testy.

[15] On Thursday, June 30, 2022, Ms. Lefebvre was called into a meeting with Ms. Teunissen and Mr. Gibson (the "June 30 meeting"). Ms. Teunissen said that she had met with the client to discuss Ms. Lefebvre's communication with the client. Ms. Lefebvre disputed that a client meeting had been scheduled to discuss her communication with the client, because she was aware that Ms. Teunissen had scheduled a meeting with the client to discuss the increased demand for service appointments. At the June 30 meeting, Ms. Lefebvre suggested that she would reach out to the client to smooth things over.

[16] At the June 30 meeting, Ms. Teunissen also suggested for the first time that some Gisborne technicians reported to her their concern with Ms. Lefebvre's communication style. Ms. Lefebvre said she would work harder at positive communication with the technicians. Mr. Gibson, Ms. Teunissen and Ms. Lefebvre agreed that Ms. Lefebvre would attend service meetings with the technicians to build those relationships.

[17] At the June 30 meeting, Ms. Lefebvre raised some concerns about her training and the volume of work assigned to her, including tasks not assigned to her predecessor. Mr. Gibson and Ms. Teunissen agreed to take steps to consider how to address these concerns. There was a plan for Ms. Lefebvre and Ms. Teunissen to meet weekly to develop their work relationship and build communication between them.

[18] Later that same day, Mr. Gibson sent an email to Ms. Lefebvre and Ms. Teunissen summarizing the topics and the action plan discussed at the June 30 meeting.

[19] On Monday, July 4, 2022, Ms. Lefebvre sent the Email to Mr. Gibson in response to his June 30, 2022 email. Gisborne says the Email constitutes just cause for her dismissal, and I will review its contents in more detail below.

[20] On July 5, 2022, Ms. Lefebvre spoke to the client's representative by telephone. Ms. Lefebvre apologized for her "extraordinary testiness" during their previous conversation and said she would try to be better in the future. The rest of their telephone conversation was pleasant. Later that day, Ms. Lefebvre confirmed by email to Mr. Gibson and Ms. Teunissen that she and the client had "resolved our differences and are both committed to working together cordially".

[21] By letter dated July 7, 2022, Gisborne terminated Ms. Lefebvre's employment, effective immediately. Gisborne paid Ms. Lefebvre to the end of the day on Friday, July 8, 2022 plus two weeks in lieu of notice. Gisborne did not tell Ms. Lefebvre that her employment was terminated for cause. Ms. Teunissen testified that Gisborne offered an additional week of compensation rather than terminating Ms. Lefebvre for cause because her husband worked for Gisborne as a senior manager.

Did Gisborne have just cause to dismiss Ms. Lefebvre?

[22] Gisborne argued that the Email "read in context" justified termination of Ms. Lefebvre's employment. I disagree. In my view, summary dismissal was not a proportionate response to the Email, which I find did not rise to the level of insubordination. The Email was direct and strongly worded, but it was not rude or unprofessional. Ms. Lefebvre appropriately addressed her concerns about Ms. Teunissen exclusively to Mr. Gibson. Ms. Lefebvre did not share her concerns with anyone other than Mr. Gibson nor did she undermine Ms. Teunissen's authority with other employees. Ms. Teunissen may have been offended by Ms. Lefebvre's

email, but progressive discipline, rather than summary termination, would have been a reasonable response.

[23] Gisborne bears the onus of proving there was just cause to dismiss Ms. Lefebvre summarily. Just cause is "employee behaviour that, viewed in all the circumstances, is seriously incompatible with the employee's duties, conduct which goes to the root of the contract and fundamentally strikes at the employment relationship": *Panton v*. *Everywoman's Health Centre Society (1988)*, 2000 BCCA 621 at para. 28.

[24] In *McKinley v. BC Tel*, 2001 SCC 38, the Supreme Court of Canada prescribed a contextual analysis for the assessment of whether there is just cause for dismissal. The principle of proportionality underlies the analysis, and in particular, "[a]n effective balance must be struck between the severity of an employee's misconduct and the sanction imposed": *McKinley* at para. 53. At para. 31 of *Stevens v. Port Coquitlam (City)*, 2022 BCSC 2090, Justice Elwood described the three-step *McKinley* analysis as follows:

> a) determine the nature and extent of the misconduct;
>
> b) consider the surrounding circumstances; and
>
> c) determine whether dismissal for cause is a proportionate response; that is, determine whether the misconduct in its proper context has led to a breakdown of the employment relationship or is otherwise irreconcilable with the continuation of that relationship.

[25] The proportionality principle requires "the court to strike an appropriate balance between the alleged misconduct and the proposed sanction": *George v. Cowichan Tribes*, 2015 BCSC 513 at para. 113. In this analysis, "the ultimate sanction of dismissal is only warranted if the misconduct effectively destroys the employment relationship": *George* at para. 113.

[26] Further, "numerous authorities have held that it is incumbent upon the employer, as part of the contextual analysis, to consider the suitability of alternative disciplinary measures to dismissal": *George* at para. 115.

[27] That said, even a single incident, assessed in context, may justify summary dismissal if it is sufficiently serious and incompatible with the employee's duties: *Smith v. Kamloops and District Elizabeth Fry Society* (1995), 9 C.C.E.L. (2d) 306, 1995 CanLII 2136 (B.C.S.C.), aff'd (1996), 136 D.L.R. (4th) 644, 1996 CanLII 2897 (B.C.C.A.); *George* at paras. 119–124.

[28] The test is an objective one, viewed through the lens of a reasonable employer taking account of all relevant circumstances: *Roe v. British Columbia Ferry Services Ltd*., 2015 BCCA 1 at para. 35.

[29] I will now review the three steps from the *McKinley* analysis.

a) Nature and extent of the misconduct

[30] Gisborne relies on the Email as the misconduct justifying termination. I will review it in some detail.

[31] Ms. Lefebvre started the Email by identifying her "assumption" that there was "nothing disciplinary related to [the June 30] meeting". In cross-examination, Mr. Gibson confirmed that no disciplinary steps were taken at the June 30 meeting. It was not unreasonable for Ms. Lefebvre to seek to clarify that the June 30 meeting was not disciplinary.

[32] In the Email, Ms. Lefebvre acknowledged that she was "testy" during her conversation with the client on June 24, 2022. Ms. Lefebvre confirmed that she contacted her manager, Ms. Teunissen, shortly after the client conversation. In the Email, Ms. Lefebvre identified that Ms. Teunissen had not spoken to her again after their dropped phone call on June 24, 2022. Ms. Lefebvre assumed that Ms. Teunissen had chosen to accept the client's version of events "without doing due diligence to discover" Ms. Lefebvre's account. Ms. Lefebvre expressed the view that "for an event that [Ms. Teunissen] deems of such significance, there was a complete lack of timeliness in discussing it with" her.

[33] In the Email, Ms. Lefebvre described Ms. Teunissen's statement at the June 30 meeting that she had received complaints from the client during a meeting with the client's senior management as "at best, a deliberate misdirection". Ms. Lefebvre was aware of a meeting scheduled between Ms. Teunissen and the client to discuss Gisborne's challenges in responding to the client's need for evening work. Ms. Lefebvre disputed Ms. Teunissen's statement that she had met with the client's senior management to discuss Ms. Lefebvre's June 24 conversation with the client's representative. I accept Ms. Teunissen had more than one meeting with the client and that the client had initiated a meeting with Ms. Teunissen about Ms. Lefebvre's communication. Ms. Lefebvre wrongly assumed that she was aware of all of Ms. Teunissen's meetings with the client and remained skeptical about Ms. Teunissen's version of events. Ms. Lefebvre reasonably ought to have accepted Ms. Teunissen's account.

[34] In the Email, Ms. Lefebvre stated her belief that it was "patently unfair and borderline untrue" to imply that Gisborne's problems with the client were created by her. I find that Gisborne was having difficulty accommodating the client's need for evening work, a problem that was unrelated to Ms. Lefebvre. It was not unreasonable for Ms. Lefebvre to ensure that Mr. Gibson was aware of other issues with the client.

[35] In the Email, Ms. Lefebvre noted that she was not aware that other Gisborne employees had concerns with her "approach" before Ms. Teunissen raised such concerns at the June 30 meeting. Ms. Lefebvre identified that Ms. Teunissen's recent direction to contact the other employees by email rather than by telephone was contrary to the training she had received; however, Ms. Lefebvre appropriately expressed a willingness to comply with Ms. Teunissen's direction.

[36] In the Email, Ms. Lefebvre asked to discuss her compensation in light of the duties that she had been assigned that were not part of the incumbent employee's duties nor explicitly identified in her position's job description. Ms. Lefebvre expressed her view that these additional duties amounted to a substantial change in

her role. In my view, it is not insubordination for an employee to ask to discuss their compensation.

[37] In the Email, Ms. Lefebvre agreed to change her hours of work as requested by Gisborne. She declined to sign a revised employment contract to reflect that change, as the proposed revised employment contract bore the original date rather than the revision date. In addition, Ms. Lefebvre hoped a revised employment contract would also address her concern regarding compensation for additional duties. In my view, her unwillingness to sign the revised employment contract was not unreasonable given the incorrect date and what she hoped to discuss with Mr. Gibson.

[38] Ms. Lefebvre concluded the Email as follows:

> My expectation is that all parties concerned will be held to the same standard, and that the courtesy, honesty, and accountability that I extend will be reciprocated. I too, look forward to positive outcomes and to cordial and professional working relationships and it is my hope that we all work towards this.

[39] Mr. Gibson conceded on cross-examination and I find that it was not unreasonable for Ms. Lefebvre to request mutual courtesy, honesty and accountability.

[40] As further conceded by Mr. Gibson on cross-examination, I find that the Email is worded professionally.

[41] The Email was sent only to Mr. Gibson. He confirmed on cross-examination and I find that it was appropriate for Ms. Lefebvre to send her concerns to him in his role as human resources manager.

[42] When Mr. Gibson shared the Email with her, Ms. Teunissen was “upset and offended”. She described the Email as “borderline insubordinate” and felt that she was being called a liar who had fabricated complaints. In my view, in terms of objectionable content, at its highest, the Email:

a) includes an allegation that Ms. Teunissen engaged in "at best, a deliberate misdirection" when she said that she met with the client's senior management to discuss Ms. Lefebvre's communication with the client's representative;

b) implicitly criticizes the timeliness of Ms. Teunissen's response to Ms. Lefebvre's unpleasant phone call with the client; and

c) arguably implies that Ms. Lefebvre has not been treated with courtesy, honesty and accountability, including by implying that she was responsible for problems with the client.

[43] Both Ms. Teunissen and Mr. Gibson were shocked by the content and tone of the Email. They felt that the Email constituted a complete reversal from the accountability Ms. Lefebvre had shown during the June 30 meeting.

b) Surrounding circumstances

[44] The relevant surrounding circumstances include the following:

- Ms. Lefebvre started in the position of Departmental Administrator on May 2, 2022;
- Ms. Lefebvre was given a heavy workload and was not adequately trained at the outset in some of her job duties;
- Ms. Teunissen gave Ms. Lefebvre reassuring feedback about her job performance in mid-June 2022;
- On June 24, 2022, Ms. Lefebvre, was "testy" on the phone with one of Gisborne's clients, which she told Ms. Teunissen about right away;
- At the June 30 meeting, Mr. Gibson, Ms. Teunissen, and Ms. Lefebvre discussed reported concerns about Ms. Lefebvre's communication from Gisborne technicians and concerns raised by Ms. Lefebvre about her employment;

- Prior to the June 30 meeting, Mr. Gibson and Ms. Teunissen discussed invoking some level of disciplinary procedure based on the concerns reported by the client and the Gisborne technicians; however, they decided no disciplinary steps were required based on the good dialogue at the June 30 meeting and the sense that things would improve;
- On June 30, 2022, Mr. Gibson sent an email to Ms. Lefebvre, copied to Ms. Teunissen, that summarized the topics discussed at the June 30 meeting;
- On July 4, 2022, Ms. Lefebvre sent the Email to Mr. Gibson;
- On July 5, 2022, Ms. Lefebvre spoke to the client's representative by phone to make amends, which she reported to Ms. Teunissen and Mr. Gibson; and
- Nobody from Gisborne discussed the Email with Ms. Lefebvre before her employment was terminated.

[45] As further context, Gisborne has a written progressive discipline policy that required a verbal warning, a written warning and suspension prior to termination. The policy does not indicate that it applies to some employees and not others. I reject Mr. Gibson's testimony that the progressive discipline policy only applies to construction workers and not office workers. The policy itself does not distinguish between these groups of workers. Further, the policy says that, upon termination, an employee "will be escorted … to their work station to remove any personal items … prior to leaving the building", which suggests office workers rather than construction workers.

c) Whether Gisborne's response was proportionate

[46] In my view, dismissal for cause was not a proportional response to the Email.

[47] Ms. Lefebvre received no warning, reprimand or any other form of discipline prior to termination. Gisborne failed to consider "the suitability of alternative disciplinary measures to dismissal": *George* at para. 115. In all of the circumstances, Gisborne should have warned Ms. Lefebvre that an unfounded allegation of

"deliberate misdirection" against her supervisor, the tone of her email, and her failure to accept responsibility were unacceptable and that further conduct of this nature could lead to termination. By firing Ms. Lefebvre summarily, Gisborne failed to give her a reasonable opportunity to improve her performance: *Rodrigues v. Shendon Enterprises Ltd.*, 2010 BCSC 941 at para. 38. By firing Ms. Lefebvre summarily, Gisborne deprived her of the opportunity to consider and acknowledge Mr. Gibson's and Ms. Teunissen's reaction to the Email and to accept responsibility.

[48] Gisborne did not follow its own progressive discipline policy, which is a factor that I find weighs in favour of finding no just cause: *Baumgartner v. Jamieson*, 2004 BCSC 1540 at para. 141. I am not suggesting that Gisborne was not entitled to move right to termination in certain circumstances; however, the fact that Gisborne has a progressive discipline policy that it did not make any attempt to follow after one objectionable email is a factor that suggests Gisborne's response to the Email was not proportionate.

[49] Ms. Teunissen felt personally affronted by the Email and both she and Mr. Gibson were frustrated by Ms. Lefebvre's apparent change in attitude from the June 30 meeting. However, the test is objective: would a reasonable employer conclude that the "misconduct was so egregious as to effectively render continuation of the employment relationship impossible": *Stevens* at para. 78. In my view, the Email cannot reasonably be described as "egregious" misconduct: it was strongly worded but it was not disseminated beyond Mr. Gibson. Ms. Lefebvre did not undermine Ms. Teunissen's authority with other employees. Without more, a reasonable employer would not conclude that the Email was irreconcilable with continued employment because Ms. Lefebvre expressed a willingness to follow Ms. Teunissen's direction and to work toward positive outcomes and better working relationships. Gisborne was not able to direct the Court to any cases in which analogous conduct was found to justify termination.

Did the Employment Contract provide for termination without cause?

[50] The Employment Contract did not authorize Gisborne to terminate Ms. Lefebvre's employment without cause.

[51] Gisborne acknowledges that the Employment Contract is a fixed-term contract. However, Gisborne insists that it did not guarantee employment to Ms. Lefebvre to the end date of the term prescribed by the Employment Contract. With respect, this argument mischaracterizes the issue to be decided. The issue is whether the Employment Contract provided for early termination without cause. I find that it did not. There is no term in the Employment Contract that explicitly authorizes early termination upon notice or payment in lieu of notice.

[52] Gisborne argues that the "Completion Bonus" clause of the Employment Contract authorizes termination without cause. I disagree. The "Completion Bonus" clause provides for the payment of a bonus, "on October 27, 2023, or upon layoff, whichever comes first". Giving the words their ordinary meaning, the "Completion Bonus" clause requires Gisborne to pay a bonus in certain circumstances. The "Completion Bonus" clause does not say that Gisborne may terminate Ms. Lefebvre's employment before the end of the term on notice or with payment in lieu of notice. The "Completion Bonus" clause recognizes that Ms. Lefebvre's employment may end on a date other than October 27, 2023; however, the Employment Contract does not say that Gisborne was entitled to terminate Ms. Lefebvre's employment without cause before October 27, 2023.

[53] Gisborne led evidence about how Ms. Lefebvre became aware of the job posting and discussions that occurred during her interview. None of this evidence changes the interpretation of the Employment Contract. As noted by the Supreme Court of Canada in *Sattva Capital Corp. v. Creston Moly Corp.*, 2014 SCC 53 at para. 57, the surrounding circumstances "must never be allowed to overwhelm the words of [the] agreement". In this case, the Employment Contract is unambiguous: there is no clause that allows Gisborne to terminate Ms. Lefebvre's employment without cause. Even though the Employment Contract was for a fixed term, Gisborne

could have provided for early termination by specifying a fixed term of notice or payment in lieu: *Davies v. Canada Shineray Suppliers Group Inc.*, 2017 BCSC 304 at para. 92; however, the Employment Contract includes no such provision. Gisborne asks the Court to read in an early termination clause based on surrounding circumstances. In my view, to do so would overwhelm the words of the written agreement between the parties.

What is the appropriate measure of damages for breach of the Employment Contract?

[54] Ms. Lefebvre relies on para. 140 of *Lovely v. Prestige Travel Ltd.*, 2013 ABQB 467 to say that she is entitled to the amount she would have earned if she had worked the full term of the Employment Contract. Gisborne does not take issue that the starting point for an award of damages is the wages she would have earned over the full term, but Gisborne argues that she had a duty to mitigate her loss and that she failed to do so. I find that Gisborne has failed to meet the heavy onus on it to prove that Ms. Lefebvre failed to mitigate her loss.

[55] At paras. 35–39 of *Payne v. The Kimberley Academy Ltd.*, 2020 BCSC 506, Justice Forth, after reviewing the relevant jurisprudence, concludes that there is uncertainty as to whether a duty to mitigate is owed by an employee with a fixed-term employment contract who is wrongfully dismissed. I agree with Forth J.'s conclusion on this point.

[56] On the other hand, at para. 40 of *Payne*, Forth J. confirms that the burden of proving that an employee failed to mitigate her losses rests with the employer.

[57] The onus to prove a failure to mitigate is a heavy one. As noted in *Szczypiorkowski v. Coast Capital Savings Credit Union*, 2011 BCSC 1376 at para. 90, the employer "must establish, first, that it would have been reasonable for the plaintiff to do more in an attempt to find new employment and, second, that if the plaintiff had done more, he would have been successful in obtaining employment".

[58] In this case, I find that Ms. Lefebvre took reasonable steps to find alternate employment. She has registered with an employment website and other employers. She has applied for jobs and attended interviews.

[59] Gisborne says that Ms. Lefebvre failed to mitigate her loss when she told two prospective employers that she would need a week off in April 2023 to attend the trial of this action. Neither prospective employer would accommodate her request. Gisborne says that it would have been reasonable for Ms. Lefebvre to mitigate her loss by accepting one of these offers of employment and adjourning the trial date. I disagree. It was not unreasonable for Ms. Lefebvre to pursue her claim against Gisborne in a timely way, and it was appropriate for her to notify prospective employers that she would need time away from work.

[60] I accept the plaintiff's calculation of what she would have earned had she completed her term of employment with Gisborne and award her damages of $81,100.

Is Ms. Lefebvre entitled to punitive damages?

[61] I decline to award punitive damages. I find that contractual damages are sufficient in these circumstances. Gisborne's conduct is not reprehensible and worthy of censure.

[62] In *Payne*, Forth J. summarized the law of punitive damages as follows:

> [63] Punitive damages are very much the exception rather than the rule, and should only be awarded if other damages are insufficient in the circumstances. In order for the court to award punitive damages, the defendant must have committed an independently actionable wrong causing damage to the plaintiff, and the defendant's conduct must be sufficiently harsh, vindictive, reprehensible, oppressive, or highhanded that it offends the court's sense of decency. What is required is a "marked departure from decent behaviour", and damages are awarded with an aim to punish the defendant rather than to compensate the plaintiff: *Whiten v. Pilot Insurance Co.*, 2002 SCC 18 at para. 36.

[63] I find no "independent actionable wrong". Gisborne was not successful in proving cause to terminate, but maintaining its position through to trial cannot be

described as vindictive or reprehensible in this case. I find no “marked departure from decent behaviour” that would justify an award of punitive damages.

Conclusion

[64] I find that Ms. Lefebvre was wrongfully dismissed. She is entitled to damages of $81,100. Ms. Lefebvre is also entitled to her costs, subject to any offers or other matters that may require an adjustment to her costs entitlement. If the parties wish to address costs, they may arrange with court scheduling in the next 30 days to make submissions before me for this purpose.

“Lamb J.”