




January 7, 2020




Dear 

Re: Your request for access to information under Part II of the Access to Information and Protection of Privacy Act, 2015 [JPS/132/2019]

On December 5, 2019, the Department of Justice and Public Safety (JPS) received your request for access to the following records:

“All documentation with regard to a claim letter sent to The Rooms and forwarded on to government by  sometime after June 1, 2018. Including: A) s original claim letter B) All correspondence within government regarding the letter C) All correspondence between lawyers and government regarding the letter D) The amount paid to  E) Whether or not a non-disclosure was signed”

Please note that in processing and responding to this request, JPS is neither confirming nor denying that  is the person involved in this matter. JPS completed a search for records based on the subject matter expertise of those involved in a claim related to the Rooms.

Please be advised that a decision has been made by the Deputy Minister of JPS to provide access to the information relating to parts D and E of your request. Access to the remainder of the information/records has been refused in accordance with the following exceptions to disclosure, as specified in the **Access to Information and Protection of Privacy Act, 2015** (the Act):

29(1) The head of a public body may refuse to disclose to an applicant information that would reveal

- (a) advice, proposals, recommendations, analyses or policy options developed by or for a public body or minister;

30(1) The head of a public body may refuse to disclose to an applicant information

- (a) that is subject to solicitor and client privilege or litigation privilege of a public body;
- (b) that would disclose legal opinions provided to a public body by a law officer of the Crown.

35(1) The head of a public body may refuse to disclose to an applicant information which could reasonably be expected to disclose

- (f) positions, plans, procedures, criteria or instructions developed for the purpose of contractual or other negotiations by or on behalf of the government of the province or a public body, or considerations which relate to those negotiations;

- (g) information, the disclosure of which could reasonably be expected to prejudice the financial or economic interest of the government of the province or a public body;

40(1) The head of a public body shall refuse to disclose personal information to an applicant where the disclosure would be an unreasonable invasion of a third party's personal privacy.

As required by 8(2) of the Act, we have severed information that is unable to be disclosed and have provided you with as much information as possible. In accordance with your request for a copy of the records, the appropriate copies have been enclosed.

Please note that the following pages have been withheld in their entirety:

Section(s) cited	Reason for withholding	Page #
s.29(1)(a)	advice, proposals, recommendations, analyses or policy options developed by or for a public body or minister	27-30, 33-40, 51-52, 57-58, 62-63, 65-67, 71-72, 80, 83, 114, 122
s.30(1)(a)	Solicitor-client privileged information	2-17, 20-21, 27-41, 46-47, 51-52, 57-73, 80-86, 89-91, 96-99, 114, 122
s.30(1)(b)	Legal opinion provided by a solicitor of the Crown	27-30, 33-40, 51-52, 57-58, 62-63, 65-67, 71-72, 80, 83, 114, 122
s.35(1)(f); s.35(1)(g)	Information that could harm the financial or economic position of a public body.	13-16, 18, 22-41, 45, 50-88, 90-99, 101-102, 107-111, 114-122
s.40(1)	Personal information, the disclosure of which would be an unreasonable invasion of privacy.	2, 8-10, 13-18, 22-41, 45, 47, 50-111, 114-122

Please be advised that you may ask the Information and Privacy Commissioner to review the processing of your access request as set out in section 42 of the Act (a copy of this section has been enclosed for your reference). A request to the Commissioner must be made in writing not later than 15 business days of the date of this letter or a longer period that may be allowed by the Commissioner.

The appeal may be addressed to the Information and Privacy Commissioner as follows:

Office of the Information and Privacy Commissioner
2 Canada Drive
P. O. Box 13004, Stn. A
St. John's, NL. A1B 3V8

Telephone: (709) 729-6309
Toll-Free: 1-877-729-6309
Facsimile: (709) 729-6500

You may also appeal directly to the Supreme Court within 15 business days after you receive the decision of the public body, pursuant to section 52 of the Act (a copy of this section of the Act has been enclosed for your reference).

Please be advised that responsive records will be published following a 72 hour period after the response is sent electronically to you or five business days in the case where records are mailed to you. It is the goal to have the responsive records posted to the Completed Access to Information Requests website within one business day following the applicable period of time. Please note that requests for personal information will not be posted online.

If you have any questions please contact me by telephone at 709-729-7128, or by email at sonjaelgohary@gov.nl.ca.

Sincerely,

A handwritten signature in black ink that reads "Sonja El-Gohary". The signature is written in a cursive style with a large initial 'S'.

Sonja El-Gohary
ATIPP Coordinator

Access or correction complaint

42. (1) A person who makes a request under this Act for access to a record or for correction of personal information may file a complaint with the commissioner respecting a decision, act or failure to act of the head of the public body that relates to the request.

(2) A complaint under subsection (1) shall be filed in writing not later than 15 business days

(a) after the applicant is notified of the decision of the head of the public body, or the date of the act or failure to act; or

(b) after the date the head of the public body is considered to have refused the request under subsection 16 (2).

(3) A third party informed under section 19 of a decision of the head of a public body to grant access to a record or part of a record in response to a request may file a complaint with the commissioner respecting that decision.

(4) A complaint under subsection (3) shall be filed in writing not later than 15 business days after the third party is informed of the decision of the head of the public body.

(5) The commissioner may allow a longer time period for the filing of a complaint under this section.

(6) A person or third party who has appealed directly to the Trial Division under subsection 52 (1) or 53 (1) shall not file a complaint with the commissioner.

(7) The commissioner shall refuse to investigate a complaint where an appeal has been commenced in the Trial Division.

(8) A complaint shall not be filed under this section with respect to

(a) a request that is disregarded under section 21 ;

(b) a decision respecting an extension of time under section 23 ;

(c) a variation of a procedure under section 24 ; or

(d) an estimate of costs or a decision not to waive a cost under section 26 .

(9) The commissioner shall provide a copy of the complaint to the head of the public body concerned.

Direct appeal to Trial Division by an applicant

52. (1) Where an applicant has made a request to a public body for access to a record or correction of personal information and has not filed a complaint with the commissioner under section 42 , the applicant may appeal the decision, act or failure to act of the head of the public body that relates to the request directly to the Trial Division.

(2) An appeal shall be commenced under subsection (1) not later than 15 business days

(a) after the applicant is notified of the decision of the head of the public body, or the date of the act or failure to act; or

(b) after the date the head of the public body is considered to have refused the request under subsection 16 (2).

(3) Where an applicant has filed a complaint with the commissioner under section 42 and the commissioner has refused to investigate the complaint, the applicant may commence an appeal in the Trial Division of the decision, act or failure to act of the head of the public body that relates to the request for access to a record or for correction of personal information.

(4) An appeal shall be commenced under subsection (3) not later than 15 business days after the applicant is notified of the commissioner's refusal under subsection 45 (2).

Paper File

NW 2/18

H/C from Dean Bunton

- k terminated by mins
- got letter from FL. on not Rooms letterhead.
- A signed letter & sent to [REDACTED]

s.40(1)



Government of Newfoundland and Labrador
P.O. BOX 8700 ST. JOHN'S NEWFOUNDLAND A1B 4J6

DATE	INVOICE #	DEPT- DESCRIPTION	AMOUNT
[REDACTED]	[REDACTED]	19-JUS <u>Suzanne</u>	20,000.00
TOTAL			20,000.00



DATE : [REDACTED]
CHEQUE NO : 40700081
VENDOR NO : [REDACTED]

Inquiries relating to payments and vendor accounts should be directed to 729-6199 or Toll Free 1-888-729-6199 or emailed to CSPAYABLES@GOV.NL.CA.

Electronic File (HPRM)

El-Gohary, Sonja

From: Brinton, Dean
Sent: Friday, November 2, 2018 11:34 AM
To: Orsborn, Suzanne
Subject: FW: Letter
Attachments: [REDACTED] Rooms June 15.18.doc

s.40(1)

Hi Suzanne, please see the attached.

All the best,

Dean

From: Lomond, Ted
Sent: Friday, June 15, 2018 1:03 PM
To: Lambert, Wanda G. M. <wlambert@therooms.ca>; Brinton, Dean <deanbrinton@therooms.ca>
Subject: Letter

As discussed.



Government of Newfoundland and Labrador
The Rooms Corporation
Office of the Chief Executive Officer

ELECTRONIC MAIL

June 15, 2018



s.40(1)

Dear [REDACTED]: s.40(1)

Further to our telephone conversation today, this is to advise that our offer of contractual employment with The Rooms Corporation is hereby revoked effective immediately.

Sincerely,

DEAN BRINTON
Chief Executive Officer

cc: Ted Lomond
Deputy Minister, TCII

FINAL RELEASE and NON-DISCLOSURE

1. [REDACTED] (hereinafter referred to as "the Releasor") hereby acknowledges and agrees to the receipt of twenty thousand dollars (\$20,000.00) from and on behalf of **HER MAJESTY IN RIGHT OF NEWFOUNDLAND AND LABRADOR and THE ROOMS CORPORATION OF NEWFOUNDLAND AND LABRADOR** (hereinafter referred to as "the Releasees").
2. For the consideration received by the Releasor from the Releasees as hereinbefore acknowledged, the Releasor hereby releases for [REDACTED] heirs, executors, successors and assigns, the Releasees and all their representatives and agents and employees past, present and future from all causes of action, claims, demands, damages, interest, costs, expenses and compensation of whatsoever kind and howsoever arising, whether known or unknown, arising from or in any way connected with the facts and circumstances arising out of the employment of the Releasor by the Releasees, and the termination of such employment.
3. The Releasor understands and agrees that this Final Release and Non-Disclosure Agreement is not to be construed as an admission of liability on the part of the Releasees arising out of the Releasor's employment by the Releasees, including the termination of such employment, and that the Releasees expressly deny any such liability.
4. The Releasor understands and agrees that for the purpose of this Final Release and Non-Disclosure Agreement, "Confidential Information" means any materials, documentation and information, of whatever nature and kind including verbal, that is in the possession of or known to the Releasor during the term of, or as a result of the Employment Relationship including information that relates to the Releasees and any of their employees, policies, decisions, deliberations, advise, research, background materials and/or operations.
5. For the consideration received by the Releasor from the Releasees, the Releasor agrees not to use or disclose Confidential Information acquired during the Employment Relationship including information that relates to the Releasees and any of their employees, policies, decisions, deliberations, advise, research, background materials and/or operations for any purpose whatsoever unless compelled by law. The Releasor further agrees to destroy or return to the Releasees any and all copies and versions of any Confidential Information.
6. The Releasor agrees to keep all information relating to [REDACTED] employment relationship with the Releasees confidential. Such information includes the fact that [REDACTED] entered into a contract of

employment with the Releasees, the details of the employment contract, the fact that [REDACTED] contract of employment was terminated, and details regarding this termination, including that the Releasor has entered into this Release and Non-Disclosure Agreement. The Releasor and Releasee acknowledge the Releasor has discussed [REDACTED] employment state prior to our demand letter of [REDACTED]

7. **FOR THE CONSIDERATION AFORESAID** the Releasor covenants, agrees and undertakes to indemnify and save harmless and to keep indemnified the Releasees from any further claims, demands, actions or suits which may be brought by or on behalf of the Releasor against the Releasees for and in respect of any of the matters or things hereinbefore set forth.

DATED at the City of St. John's, in the Province of Newfoundland and Labrador, this [REDACTED] day of [REDACTED]

[REDACTED]
[REDACTED]
Witness [REDACTED]
[REDACTED] ✓

[REDACTED]