



Form 2 (Rule 3-3 (1))

No. VLC-S-S-1812768
Vancouver Registry

IN THE SUPREME COURT OF BRITISH COLUMBIA

BEWEEN:

MEAGHAN BUISSON

PLAINTIFF

AND:

RICHARD YENSEN and DONNA DRYER

DEFENDANTS

RESPONSE TO CIVIL CLAIM

Filed by: Richard Yensen

Part 1: RESPONSE TO NOTICE OF CIVIL CLAIM FACTS

Division 1 — Defendant's Response to Facts

1. The facts alleged in paragraphs 1, 3 and 5 of Part 1 of the notice of civil claim are admitted.
2. The facts alleged in paragraphs 2, 4, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15 and 16 of Part 1 of the notice of civil claim are denied.
3. The facts alleged in paragraphs nil of Part 1 of the notice of civil claim are outside the knowledge of the defendant.

Division 2 — Defendant's Version of Facts

1. The Defendant, Richard Yensen, has a doctorate degree in Psychology from the University of California and, for consistency with the descriptor in the Notice of Civil Claim, will be referred to below as Dr. Yensen.
2. Dr. Yensen has at times been a licensed psychologist in California, Maryland and Massachusetts, though he did not practice in California. At no time has he been licensed or practiced as a psychologist in Canada.
3. Dr. Yensen is married to the Defendant, Donna Dryer (“Dr. Dryer”).
4. In 2006 Dr. Yensen and Dr. Dryer moved from the United States to Canada, and particularly to Cortes Island, British Columbia. Since that time, Dr. Yensen has been retired from private practice and, to the extent he has been professionally engaged, his focus has been in writing, research and consulting.
5. In or about 2014 Dr. Yensen was engaged by the Multidisciplinary Association for Psychedelic Studies Inc. (“MAPS”), a non-profit research and educational organization, as one of the professionals mandated to carry out a research study in Vancouver, British Columbia on the use of a drug known by the acronym “MDMA” in the treatment of otherwise treatment-resistant post-traumatic stress syndrome (“the Research Study”).
6. Dr. Dryer was one of the other professionals engaged to carry out the Research Study.
7. The Plaintiff was one of the persons who applied for and was accepted by MAPS to participate as a subject in the Research Study.
8. The Research Study spanned approximately six months from January to June 2015, and was succeeded by follow-up evaluations three, six and twelve months after the clinical endpoint.
9. While there was interaction during this time between the Plaintiff and Dr. Yensen, theirs was not a doctor/patient relationship. Rather, they were participants within their respective roles in the Research Study.

10. At no time was there an agreement of any kind between the Plaintiff and Dr. Yensen. Further, Dr. Yensen did not render accounts to the Plaintiff and she did not make payments to Dr. Yensen.
11. From January to June, 2015, Dr. Yensen and Dr. Dryer divided their time between Vancouver, where the Research Study was being conducted, and Cortes Island, where they resided. In or about June, 2015 they returned full-time to their residency on Cortes Island.
12. The Plaintiff decided to move to Cortes Island and lived there from approximately June 2015 to May 2017.
13. During the Plaintiff's residency on Cortes Island she actively sought to insert herself into the lives of Dr. Yensen and Dr. Dryer and was successful in doing so.
14. The Plaintiff had a history of certain psychological problems. She was also highly intelligent, accomplished, forceful and a skilled manipulator.
15. Dr. Yensen had a heart attack in 2011 necessitating surgery and, in the material period of 2015 to 2017, suffered from related medical issues for which he was treated with ongoing medication.
16. An intimate and sexual relationship ("the Intimate Relationship") between the Plaintiff and Dr. Yensen commenced in or about February 2016 and continued, though not always consistently, until in or about May 2017.
17. The Intimate Relationship was initiated by the Plaintiff.
18. At all material times the Plaintiff genuinely consented to the Intimate Relationship.
19. At no time during the Intimate Relationship were the Plaintiff and Dr. Yensen in a doctor/patient relationship. Alternatively, if they were, which is denied, the Plaintiff nonetheless genuinely consented to the Intimate Relationship.

Division 3 — Additional Facts

1. n/a

Part 2: RESPONSE TO RELIEF SOUGHT

1. The defendant consents to the granting of the relief sought in paragraphs nil of Part 2 of the notice of civil claim.
2. The defendant opposes the granting of all of the relief sought in paragraph 1 of Part 2 of the notice of civil claim.
3. The defendant takes no position on the granting of the relief sought in paragraphs nil of Part 2 of the notice of civil claim.

Part 3: LEGAL BASIS

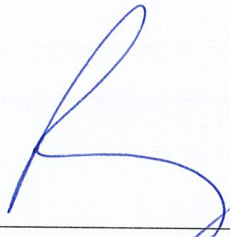
1. Dr. Yensen denies that he owed the Plaintiff a duty of care. Alternatively, if he did owe her such a duty, at no time was he in breach of that duty.
2. Dr. Yensen denies that he owed the Plaintiff a duty in contract, there at no time being an agreement in place between them.
3. Dr. Yensen denies that he at any time owed a fiduciary duty to the Plaintiff. Alternatively, if this Court finds that Dr. Yensen owed a fiduciary duty to the Plaintiff, he further denies in the particular circumstances of this matter, including as set out in Part 1, Division 2 above, having breached such duty.
4. Dr. Yensen denies having committed assault or battery upon the Plaintiff and pleads that she genuinely consented to the Intimate Relationship.
5. Dr. Yensen further denies that the Plaintiff has suffered any damages as alleged.
6. Alternatively, if the Plaintiff has suffered any damages as described in the Notice of Civil Claim, Dr. Yensen denies having caused such damages.
7. In the further alternative, if the Plaintiff has suffered any damages as described in the Notice of Civil Claim, she has failed to take reasonable steps to avoid, treat or control them, thereby rendering them unrecoverable in whole or in part.

Defendant's address for service: #700-375 Water Street, Vancouver, BC, V6B 5C6

Fax number address for service (if any): 604-687-5596

E-mail address for service (if any): plewis@smrlaw.ca

Date: January 30/19



Signature of lawyer for Defendant
PATRICK F. LEWIS

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.