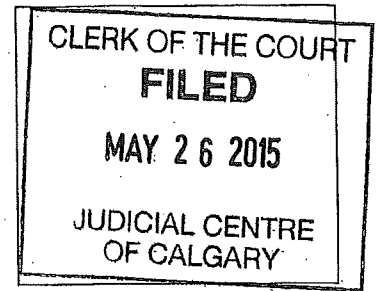


Clerk's stamp



**FORM 10**  
**[RULE 3.25]**

COURT FILE NUMBER

1501- 05830

COURT OF QUEEN'S BENCH OF ALBERTA  
JUDICIAL CENTRE

CALGARY

PLAINTIFF

ANDRE DEMERS

DEFENDANTS

ITHACA ENERGY INC. and LES THOMAS

DOCUMENT

**Brought under the *Class Proceedings Act***  
**STATEMENT OF CLAIM**

ADDRESS FOR SERVICE AND CONTACT  
INFORMATION OF PARTY FILING THIS  
DOCUMENT

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**NOTICE TO DEFENDANTS**

You are being sued. You are a defendant.  
Go to the end of this document to see what you  
can do and when you must do it.

## DEFINED TERMS

1. In addition to the terms defined in ss. 1 and 211.01 of the *Securities Act*, R.S.A. 2000, c. S. 4, the following terms used throughout this Statement of Claim have the meanings indicated below:

- (a) "AIF" means Annual Information Form, as defined in NI 51-102;
- (b) "ASA" means the Alberta *Securities Act*, R.S.A. 2000, c. S. 4;
- (c) "boepd" means barrels of oil equivalent per day. This measure is derived by converting gas to oil in the ratio of six thousand cubic feet of gas to one barrel of oil;
- (d) "Class" or "Class Members" means all persons, other than Excluded Persons, who acquired Ithaca's common shares during the Class Period and who held some or all of those securities at the close of trading on February 25, 2015;
- (e) "Class Period" means the period from and including August 12, 2014 to and including February 25, 2015;
- (f) "Company" means Ithaca;
- (g) "CPA" means the *Class Proceedings Act*, R.S.A. 2000, c. 16.5, as amended;
- (h) "CSA" means the Canadian Securities Administrators;
- (i) "Defendants" means Ithaca and Les Thomas;
- (j) "Dyas" means Dyas UK Limited, a wholly owned subsidiary of SHV Holdings NV, the largest privately owned conglomerate in The Netherlands;
- (k) "Equivalent Securities Acts" means, collectively, the *Securities Act*, R.S.O. 1990, c. S. 5, as amended; the *Securities Act*, R.S.B.C. 1996, c 418, as amended; *The Securities Act*, C.C.S.M. c. S50, as amended; the *Securities Act*, S.N.B. 2004, c. S-

5.5, as amended; the *Securities Act*, R.S.N.L. 1990, c S-13, as amended; the *Securities Act*, S.N.W.T. 2008, c. 10, as amended; the *Securities Act*, R.S.N.S. 1989, c. 418, as amended; the *Securities Act*, S Nu 2008, c. 12, as amended; the *Securities Act*, R.S.P.E.I. 1988, c S-3.1, as amended; the *Securities Act*, R.S.Q. c V-1.1, as amended; *The Securities Act, 1988*, S.S. 1988-89, c. S-42.2, as amended; and the *Securities Act*, S.Y. 2007, c. 16, as amended;

- (l) "Excluded Persons" means Ithaca's subsidiaries, affiliates, officers, directors, senior employees, legal representatives, heirs, predecessors, successors and assigns;
- (m) "FPF-1" means Ithaca's floating production facility, which was to be deployed offshore for processing and exporting hydrocarbons from the North Sea seabed in the GSA between Scotland and Norway;
- (n) "GBX" means Pence Sterling;
- (o) "GSA" means the Greater Stella Area located in the Central Graben area of the Central North Sea, on the United Kingdom Continental Shelf Block 30/06a, and which contains the Stella and Harrier fields that contain natural gas and oil reserves;
- (p) "Ithaca" means Ithaca Energy Inc.;
- (q) "LSE" means the London Stock Exchange;
- (r) "LSE-AIM" means the London Stock Exchange's sub-market for smaller growth-stage companies;
- (s) "MD&A" means Management's Discussion and Analysis, as defined in NI 51-102;
- (t) "MMBoe" means million barrels of oil equivalent;

- (u) "NI 51-101" means the CSA's National Instrument 51-101 – Standards of Disclosure for Oil and Gas Activities, as amended;
- (v) "NI 51-102" means the CSA's National Instrument 51-102 – Continuous Disclosure Obligations, as amended;
- (w) "NI 52-109" means the CSA's National Instrument 52-109 – Certification of Disclosure in Issuers' Annual and Interim Filings, as amended;
- (x) "Petrofac" means Petrofac Limited, an international service provider to the oil and gas production and processing industry. Petrofac is a public company. Its common shares are listed on the LSE;
- (y) "Plaintiff" means Andre Demers;
- (z) "SEDAR" means the CSA's System for Electronic Document Analysis and Retrieval;
- (aa) "Thomas" means Les Thomas, Ithaca's Chief Executive Officer during the Class Period; and
- (bb) "TSX" means the Toronto Stock Exchange.

#### **NATURE OF THE ACTION**

2. This securities class action relates to the Defendants publishing core documents and making other statements containing misrepresentations about Ithaca's offshore oil and gas business and operations concerning: (1) material modifications to its FPF-1; and (2) corresponding 2015 pro forma production and revenue projections for the GSA.
3. The Plaintiff, and the other Class Members, acquired Ithaca's common shares during the Class Period without knowledge that those statements were misleading, and held those securities until the end of the Class Period, suffering damages as a result.

4. As particularized below, the modified FPF-1 was to be deployed in the GSA in the Central Graben area of the Central North Sea, on the United Kingdom Continental Shelf Block 30/06a. During the Class Period, Ithaca represented that the modified FPF-1 would materially increase the Company's revenues and profits from the GSA, or, in other words, materially increase the Company's investment quality.
5. Ithaca represented that the modified FPF-1 would result in the production of approximately 16,000 additional boepd from the GSA during Q3 2015. It touted this as a "step change in production" for the Company, especially when compared to Ithaca's average pro-forma production of approximately 12,300 boepd, 95% oil, in 2014, and anticipated base production of approximately 12,000 boepd, 95% oil, in 2015.
6. Ithaca knew that publishing any material information about the status of the FPF-1 modification program would influence the price of its securities listed on the TSX and LSE-AIM.
7. Ithaca also knew that the completion of the FPF-1 modifications by Petrofac was a "critical path item" for delivering first hydrocarbons from the Stella field at the GSA. As such, the Company knew or ought to have known that any material delay in the FPF-1 deployment would constitute a material change within the meaning of the ASA, necessitating the filing of a Material Change Report on Form 51-102F3.
8. During the Class Period, Ithaca recognized or negligently failed to recognize a trend of discrepancies between the actual status of the FPF-1 modification program and that represented to investors in the Company's press releases and MD&As dated January 12, 2015, November 13, 2014, and August 12, 2014. This failure resulted in the Defendants publishing misrepresentations by way of announcing 2015 pro forma hydrocarbon production and revenue projections for the GSA that they knew or ought to have known could not be achieved because the FPF-1 modification program was materially behind schedule.

9. On February 25, 2015, Ithaca issued a corrective statement that the modification program to the FPF-1 was materially behind schedule, and that as a consequence the Company would not be able to produce first hydrocarbons from the GSA until mid-2016.
10. That same day, Petrofac also announced that it had only completed 70% of the modifications to the FPF-1, which specifically contradicted earlier disclosures made by Ithaca.
11. As a result of these corrective disclosures, Ithaca's securities dropped precipitously in value:
  - (a) on the TSX from a price of \$1.32 per share on February 24, 2015 to \$0.88 on February 25, 2015, and
  - (b) on the LSE-AIM from 66.25 GBX on February 24, 2015 to 48.03 GBX on February 25, 2015.

#### THE PARTIES

12. The Plaintiff, Andre Demers, is an individual who resides in Quebec. During December 2014, the Plaintiff purchased 21,000 Ithaca common shares and held those shares at the close of Class Period. On March 6, 2015, the Plaintiff sold all 21,000 shares.
13. Ithaca is a public company based in Calgary, Alberta and Aberdeen Scotland. It is engaged in, amongst other activities, the development and operation of offshore oil and gas discoveries in the North Sea on the United Kingdom Continental Shelf.
14. Ithaca was incorporated under the Alberta *Business Corporations Act*, R.S.A. 2000, c. B-9, on April 27, 2004 and completed its initial public offering in June of 2006. It is a reporting issuer in British Columbia, Alberta, Saskatchewan, Manitoba, Ontario, Quebec, New Brunswick, Nova Scotia, Prince Edward Island and Newfoundland. The Alberta Securities Commission is Ithaca's principal securities regulator in Canada. Ithaca is also a

“responsible issuer” as that term is defined in s. 211.01 of the ASA. Its common shares trade under the ticker symbol “IAE” on the TSX and LSE-AIM.

15. Pursuant to NI 51-102, as a reporting issuer in Ontario, Ithaca was required throughout the Class Period to, *inter alia*, issue and file with SEDAR:
  - (a) Within 10 days of the date on which a material change occurred, a material change report on Form 51-102F3 with respect to the material change;
  - (b) Within 45 days of the end of each quarter, quarterly interim financial statements prepared in accordance with GAAP;
  - (c) Within 90 days of the end of the fiscal year, annual financial statements prepared in accordance with GAAP;
  - (d) Contemporaneously with each of the above, a MD&A of each of the above financial statements; and
  - (e) Within 90 days of the end of its fiscal year, an AIF, including material information about the company and its business at a point in time in the context of its historical and future operations.
16. As an oil and gas exploration and development company, Ithaca was also required to comply with the standards of disclosure set out in NI 51-101 in relation to the GSA and the FPF-1 modification program.
17. During the Class Period, Thomas was (and continues to be) Ithaca’s Chief Executive Officer and a member of its board of directors. As a senior officer and director of Ithaca, Thomas had actual, implied or ostensible authority to act and speak on behalf of Ithaca in making, or authorizing the making of, the statements containing misrepresentations during the Class Period. Pursuant to NI 52-109, Thomas was also required to certify Ithaca’s annual and interim filings.

18. The non-party, Petrofac, is an international oilfield service provider to the oil and gas production and processing industry. Petrofac is a public company. Its common shares are listed on the LSE.
19. The non-party, Dyas, is a wholly owned subsidiary of SHV Holdings NV, the largest privately owned conglomerate in the Netherlands.
20. As particularized below, Petrofac and Dyas were joint-venture partners with Ithaca in the development of the GSA.

#### **SUBSTANTIVE ALLEGATIONS**

21. The GSA development is located in the Central Graben area of the Central North Sea approximately 250 kilometres from the United Kingdom coastline, on the United Kingdom Continental Shelf Block 30/06a (between Scotland and Norway). Within the GSA are two oil and gas fields identified by Ithaca as the Stella and Harrier fields. It is believed that there are over 32 MMBoe proven and probable reserves in the GSA.
22. Ithaca and its joint venture partner, Dyas, acquired interests in the Stella and Harrier licenses through a series of transactions beginning in 2008.
23. In 2011, Petrofac became a strategic partner in the GSA, whereby the ownership interest in the FPF-1 was transferred to Ithaca and Dyas, while granting Petrofac a right to earn a 20% interest in the Stella and Harrier fields. In turn, Petrofac was awarded the contract to upgrade and modify the FPF-1 ahead of the vessel's deployment on the GSA.
24. During the Class Period, the development of the GSA was Ithaca's largest investment and the Company's greatest growth opportunity.
25. The ability to timely complete the FPF-1 refitting at the dry dock barge at the Remontowa shipyard was material to Ithaca, and a substantial delay or interruption with the process would result in a material change of the Company's business, operations, and capital.

26. On March 31, 2014, Ithaca published its AIF and corresponding MD&A.
27. In its AIF, Ithaca reported that the GSA contained over 32.8 MMBoe in reserves as of December 31, 2013, which was over three times larger than any of the Company's other oil and gas interests.
28. In the MD&A, Ithaca reported that the FPF-1 modification program would be completed early enough during 2014 in order for the Company to enjoy first hydrocarbon production during the end of 2014, with sail away during Q3 and production during Q4.
29. On May 9, 2014, Ithaca announced that topside construction modifications to the FPF-1 were off-schedule, delaying the mechanical completion, i.e., the modifications being performed by Petrofac, from Q3 2014 to the spring of 2015. The Company also reported that the delay would result in an additional \$5 - \$10 million in project management costs. However, Ithaca did not publish a Material Change Report on Form 51-102F3, despite the delay constituting a material change in the Company's business and operations, while at the same time impacting its 2014 and 2015 pro forma revenue and production schedules.
30. Also on May 9, 2014, Petrofac published an Interim Management Statement, announcing the same delay with the FPF-1 modification program. Petrofac also disclosed that there were changes with the scope of the engineering project (for example, from relying upon a pipeline to then changing the engineering plans to rely upon a cell system, a loading system). Petrofac reported that it would finish all the work at the Remontowa shipyard in Poland to better control the installation work. Petrofac, which only has a 20% interest in the GSA, also reported that this delay would result in approximately \$20 to \$30 million in lost revenue for annual 2015 (implying that Ithaca and Dyas, the other joint-venture partners in the GSA would lose substantially more).
31. On August 12, 2014, Ithaca published its Q2 2014 interim financial statements and MD&A, together with an associated press release. Ithaca announced that the FPF-1 modification program remained centered on the main deck of the vessel, that all key oil

and gas processing plant packages were positioned on the deck, and that the installation of the associated pipework had commenced. Ithaca also reported that the completion of the FPF-1 modifications was the “key development activity dictating the overall schedule for first hydrocarbons from the GSA hub”. Ithaca reiterated that the FPF-1 would be ready for sail-away from the Remontowa shipyard in Poland to the Stella field during the spring of 2015 with first hydrocarbons being produced during mid-2015. The Company stressed that Petrofac had made good progress in implementing changes to expedite completion of the remaining modification works, including managerial changes in the yard team and the deployment of increased manpower on the construction workscopes.

32. Contemporaneously with these disclosures, Thomas, as CEO of Ithaca, signed a Form 52-109F2 – Certificate of Interim Filings, declaring that the Company’s Q2 2014 interim filings contained no misrepresentations.
33. These statements were misrepresentations because Ithaca knew or ought to have known, as a co-venturer in the GSA and future operator of the FPF-1, that the modification program being performed by Petrofac to the FPF-1 continued to fall materially behind schedule and would likely not be completed even within this revised timeline, as reflected in Petrofac’s statements made during November, 2014.
34. The Defendants also failed to disclose material facts about why Ithaca and Petrofac had to make material engineering changes to the FPF-1 modification program, including changes to its project management in Poland.
35. On November 13, 2014, Ithaca published its Q3 2014 interim financial statements and MD&A, together with an associated press release. The Company reiterated the same representations made in its May 9, 2014 disclosures, namely that everything remained on schedule to achieve first-hydrocarbons production from the GSA during mid-2015, implying that: (1) Petrofac’s modifications to the FPF-1 were close to being complete; (2) sail-away from the Remontowa shipyard would occur during Q1 2015; and (3) that

Ithaca had continued to closely monitor the progress being made on completion of the required works being performed by Petrofac.

36. Contemporaneously with these disclosures, Thomas, as CEO of Ithaca, signed a Form 52-109F2 – Certificate of Interim Filings, declaring that the Company's Q3 2014 interim filings contained no misrepresentations.
37. Ithaca also published an investor presentation outlining its Q3 2014 financial and operational results, wherein the Company emphasized, *inter alia*, that:
  - (a) The GSA would deliver a "step change in free cashflow generation" for the Company;
  - (b) Completion of FPF-1 modifications was the "key work programme for path to Stella first hydrocarbons";
  - (c) There were 800 people per day working on the vessel during a 24 hour period over three shifts;
  - (d) That pre-commission activities were started with inspection and testing verifications;
  - (e) Sail-away operational planning commenced; and
  - (f) Start-up of GSA hub scheduled for mid-2015.
38. The Plaintiff, and the other Class Members, understood these representations to mean that the modifications to the FPF-1 by Petrofac were close to being completed and that sail-away was on schedule, first hydrocarbon production to occur during the spring of 2015.
39. These statements were misrepresentations because Ithaca knew or ought to have known, as a co-venturer in the GSA and future operator of the FPF-1, that the modification program was not even remotely nearing completion, as reflected by Petrofac's announcement during late February 2015 to the effect that the modification program was only approximately 70% complete.

40. The Defendants also failed to disclose material facts about why Ithaca and Petrofac had to make material engineering changes to the FPF-1 modification program, including changes to its project management in Poland.
41. On November 24, 2014, only weeks after Ithaca released its Q3 2014 MD&A, representing that all was well and on schedule, Petrofac announced that there were further material delays with the FPF-1 modification program, and, as a consequence, the anticipated date of first hydrocarbon production at the GSA was pushed back to late 2015. As a consequence, Petrofac revised their 2015 profitability projections.
42. Despite Petrofac's disclosures, Ithaca failed to announce or publish a Material Change Report, or otherwise confirm or deny Petrofac's statements. Nor did it explain how this materially negative development would impact the Company's 2015 pro-forma financial and operating results.
43. On January 12, 2015, Ithaca published an operations update and its 2015 outlook. The Company announced that first hydrocarbons from the GSA would occur during the third-quarter of 2015. Ithaca also referred to Petrofac's November 24, 2015 disclosures, namely that modifications to the FPF-1 would be completed in time to enable first hydrocarbons production during the third-quarter of 2015.
44. Ithaca did not make any announcement or publish a Material Change Report to confirm or deny Petrofac's statements, disclose material facts justifying the further delays, or how these developments would impact the Company's pro forma production numbers and corresponding revenue projections.
45. On February 24, 2015, Ithaca's common shares closed at \$1.32 on the TSX and 66.25 GBX on the LSE-AIM.
46. On February 25, 2015, before the stock market opened, Ithaca confirmed that the modification program to the FPF-1 was further behind schedule and that sail-away of the FPF-1 from the Remontowa shipyard in Poland would not happen during Q2 2015

but during late Q1 2016, with first hydrocarbons during the Q2 2016. The Company further reported that the delay would result in an incremental cost of \$10 million net. However, the Company did not publish a Material Change Report.

47. Because the February 25, 2015, disclosures contradicted Ithaca's prior statements provided to investors about its business and operations of the FPF-1 modification program, scheduling, and projected date of hydrocarbons from the GSA, the perceived investment value of the Company was reduced, and the market reacted by selling-off Ithaca's common shares to new lows.
48. On February 25, 2015, the first day of trading after this corrective disclosure, the price of Ithaca's shares plummeted in value on abnormally high volume, closing at \$0.88 on the TSX, and 48.03 GBX, representing a decline of 33% on the TSX and 27.5% on the LSE-AIM.
49. On February 25, 2015, Petrofac also disclosed that the FPF-1's mechanical completion was expected in Q3 2015, sail-away in the end of 2015 or early 2016, first hydrocarbon production was to occur during mid-2016, and that it was taking an impairment charge of \$207 million. Petrofac's Chief Operating Officer acknowledged that:
  - (a) The FPF-1 modifications were only approximately 70% complete;
  - (b) Ithaca was the primary operator of the FPF-1 and responsible for its changes in scope;
  - (c) Ithaca did not want Petrofac involved other than as a non-operating co-venturer, implying that there had always been a disconnect between Ithaca and Petrofac;
  - (d) There were many material engineering changes to the FPF-1 modification program; and
  - (e) The delay was not weather-related but due to internal operational reasons.

50. By March 11, 2015, the tenth trading day after these corrective disclosures, Ithaca's common shares closed on the TSX at \$0.68, or nearly 50% below the closing price on February 24, 2015.

#### **STATUTORY SECONDARY MARKET LIABILITY**

51. The Plaintiff asserts the statutory causes of action found in Part 17.1 of the ASA and, if required, the similar provisions of the Equivalent Securities Acts.
52. Ithaca's disclosure documents and public statements contained one or more misrepresentations. Ithaca is a responsible issuer within the meaning of the ASA. It released disclosure documents and made public statements when it knew or ought to have known that they contained misrepresentations of material facts or failed to disclose material facts that were required to be stated or that were necessary to make such statements not misleading in light of the circumstances in which they were made.
53. Ithaca knew, at the time the above referenced documents were released and the public oral statements were made, or the failure to make timely disclosure was made, that the documents and public statements contained misrepresentations or that there were undisclosed material changes, or in the alternative that they deliberately avoided acquiring such knowledge.

#### **NO STATUTORY DEFENCE FOR FORWARD-LOOKING STATEMENTS**

54. To the extent that any of the disclosure documents or public statements contained forward-looking information, same constituted misrepresentations because Ithaca had no reasonable basis for the underlying assumptions on which this forward-looking information was predicated for the reasons particularized above.
55. Further or in the alternative, to the extent that the statutory defences of section 211.04 do apply to any forward-looking statements pleaded herein, Ithaca is liable for those forward-looking statements because at the time each of those forward-looking

statements was made, it knew or ought to have known that the particular forward-looking statements were misrepresentations for the reasons alleged herein.

#### **THE RELATIONSHIP BETWEEN ITHACA'S DISCLOSURES AND THE PRICE OF ITS SECURITIES**

56. Ithaca was aware at all material times of the effect of its disclosure documents and public statements on the price of its publicly traded securities. Ithaca intended that the Class Members, including the Plaintiff, would rely upon these disclosures, which they did to their detriment.
57. The disclosure documents referred to herein were filed with SEDAR and thereby became immediately available to and were reproduced for inspection for the benefits of the Plaintiff, the other Class Members, the public, financial analysts and the financial press through the Internet and financial publications.
58. The Company routinely transmitted the documents referred to herein to the financial press, financial analysts and certain prospective and existing shareholders of Ithaca.
59. Ithaca regularly communicated with public investors and financial analysts via established market communication mechanisms, including through regular dissemination of news releases on newswire services and through teleconferences with investors and analysts.
60. Ithaca was the subject of analysts' reports that incorporated the information in the disclosure documents and oral statements referred to herein, with the effect that any recommendations in such reports during the Class Period were based, in whole or in part, upon the disclosure documents and oral statements referred to above.
61. Ithaca's common shares were and are traded on the LSE-AIM and the TSX, which are highly efficient and automated markets. The price at which the Company's common shares traded incorporated material information about the modification program to the FPF-1.

## DAMAGES

62. As a result of the conduct alleged, the Plaintiff and the other Class Members suffered losses and damages as a result of acquiring Ithaca's common shares during the Class Period at artificially inflated prices and holding some or all of those securities after February 24, 2015. The Plaintiff and the other Class Members also suffered losses and damages as a result of acquiring Ithaca's securities prior to the Class Period and holding some or all of those securities after February 24, 2015. Therefore, Ithaca is liable to pay damages to the Plaintiff and the other Class Members, pursuant to the ASA and the Equivalent Securities Acts.
63. The Plaintiff and the other Class Members are also entitled to recover as damages, or costs in accordance with the CPA, the costs of administering the plan to distribute the recovery in this action.

## RELEVANT LEGISLATION AND PLACE OF TRIAL

64. The Plaintiff pleads and relies upon the ASA, the CPA, NI 51-101, NI 51-102, NI 52-109, and the Equivalent Securities Acts, all regulations thereunder and all amendments thereto.
65. The Plaintiff proposes that the trial of the certified common issues take place in the City of Calgary, Alberta.

## REMEDY SOUGHT

66. The Plaintiff, on his own behalf and on behalf of the Class, claims:
- (a) An order certifying this action as a class proceeding and appointing him as the representative plaintiff for the Class, pursuant to s. 5 of the CPA;
  - (b) A declaration that during the Class Period Ithaca made misrepresentations in its continuous public disclosures concerning the Company's ability to timely

complete its FPF-1 modification program and corresponding hydrocarbon production volume and revenue generation in the GSA;

- (c) A declaration that Ithaca failed to make timely disclosure of a material change in its business and operations related to its FPF-1 modification program, even when possessed with information undermining the assumptions on which this schedule was based;
- (d) A declaration that Ithaca is vicariously liable for the acts and/or omissions of the individual Defendant and of its other officers, directors and employees;
- (e) An order granting leave to proceed with statutory claims for secondary market misrepresentation and failure to make timely disclosure of a material change in Ithaca's business and operations and material facts in its possession, pursuant to Part 17.1 of the ASA and the similar provisions of the Equivalent Securities Acts;
- (f) Damages pursuant to Part 17.1 of the ASA, or alternatively the similar provisions of the Equivalent Securities Acts, in an amount determined by reference to the statutory procedure set out in s. 211.07 of the ASA, or such other sum as this Honourable Court may find appropriate at the trial of the common issues;
- (g) An order directing a reference or giving such other directions as may be necessary to determine issues not determined during the trial of the common issues;
- (h) An order, pursuant to s. 32 of the CPA allowing for the use of standard claim forms or other documentary evidence or such other procedure as is warranted under the circumstances;
- (i) An order that the damages be paid by the Defendants into a common fund and distributed to the Class Members in an appropriate manner as directed by the Court;

- (j) An order directing a reference or giving such other directions as may be necessary to determine the issues, if any, not determined at the trial of the common issues;
- (k) Interest pursuant to the *Judgment Interest Act*, R.S.A. 2000, c. J-1;
- (l) Costs of this action on a substantial indemnity basis, or in an amount that provides full indemnity plus, pursuant to ss. 25 and 33 of the *CPA*, the costs of notice and of administering the plan of distribution of the recovery in this action, plus applicable taxes; and
- (m) Such further and other relief as this Honourable Court may deem just and appropriate, having regard to the circumstances.

#### **NOTICE TO THE DEFENDANTS**

You only have a short time to do something to defend yourself against this claim:

20 days if you are served in Alberta

1 month if you are served outside Alberta but in Canada

2 months if you are served outside Canada.

You can respond by filing a statement of defence or a demand for notice in the office of the clerk of the Court of Queen's Bench at CALGARY, Alberta, AND serving your statement of defence or a demand for notice on the plaintiff's address for service.

#### **WARNING**

If you do not file and serve a statement of defence or a demand for notice within your time period, you risk losing the law suit automatically. If you do not file, or do not serve, or are late in doing either of these things, a court may give a judgment to the plaintiff against you.