

COURT FILE NUMBER 2303 05872  
COURT COURT OF KING'S BENCH  
JUDICIAL CENTRE EDMONTON  
PLAINTIFF SHANNON FREW  
DEFENDANTS TAREK MOTAN, TAREK MOTAN  
PROFESSIONAL CORPORATION, ALBERTA  
HEALTH SERVICES, 1052826 ALBERTA LTD  
operating as GLENGARRY PHARMACY, AND  
JOHN DOE



AMENDED *E. Wheaton*  
on Nov 6, 2025  
at 2:10 PM  
under the cover of pleadings

**Brought under the Class Proceedings Act**

DOCUMENT **THIRD AMENDED STATEMENT OF CLAIM**

ADDRESS FOR SERVICE AND CONTACT INFORMATION OF PARTY FILING THIS DOCUMENT  
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**NOTICE TO DEFENDANT(S)**

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.

**Note: State below only facts and not evidence (Rule 13.6)**

**Statement of facts relied on:**

**I. DEFINED TERMS**

1. In this Statement of Claim, in addition to the terms that are defined elsewhere herein, the following terms have the following meanings:

(a) **"ACP"** means the Alberta Collage of Pharmacy.

(b) **"AJIA"** means the Alberta *Judgment Interest Act*, RSA 2000, c J-1, as amended;

- (c) **"Class Members"** means:
- (i) all individuals who were treated by Motan for fertility issues, or received prescriptions signed by Motan for Fertility Medications, during the Class Period ("Patients");
  - (ii) the Estates of any Patients who have died; and,
  - (iii) the spouses, adult interdependent partners, parents, children, and siblings ("Beneficiaries") of Patients who the Beneficiaries claim died as a result of Fertility Medications prescribed by Motan.
- (d) **"Class Proceedings Act"** means the *Alberta Class Proceedings Act, SA 2003, c C-16.5*;
- (e) **"Class Period"** means the time period between January 2013 ~~August 2014~~ and November 2018;
- (f) **"CPSA"** means the College of Physicians and Surgeons of Alberta.
- (g) **"Fertility Medications"** means Cetrotide, Crinone, Gonal-F, Luveris, Menopur, Ovidrel, ~~and Puregon,~~ and Serophene.
- (i) **"Cetrotide"** is the brand name of cetrorelix, an injectable medication used in fertility treatments.
  - (ii) **"Crinone"** is the brand name of a progesterone gel used in fertility treatments.
  - (iii) **"Gonal-F"** is the brand name of follitropin alfa, a class of medications called gonadotropins, and is a follicle stimulating hormone used to treat certain fertility issues in women.
  - (iv) **"Luveris"** is the brand name of lutropin alfa, an injectable medication used in fertility treatments.

- (v) **“Menopur”** means the brand name of the drug menotropins. Menotropins are a mixture of naturally-occurring hormones that include follicle stimulating hormone (FSH) and luteinizing hormone (LH). Menotropins are used to help women with certain infertility problems to become pregnant. Menotropins work by stimulating the ovaries to produce eggs.
- (vi) **“Ovidrel”** is the brand name of choriogonadotropin alpha, an injectable medication used in fertility treatments.
- (vii) **“Puregon”** is a brand name of follitropin beta, a follicle stimulating hormone used to treat infertility by assisting with the development of eggs in the ovaries of women.
- (viii) **“Serophene”** is a brand name of clomiphene citrate, an orally administered medication used in fertility treatments.
- (h) **“IVF”** means ‘in vitro fertilization’, a form of assisted reproductive technology whereby mature eggs are collected/retrieved from a female and fertilized by sperm in a laboratory. The fertilized egg(s)/embryo(s) are thereafter transferred to a uterus.
- (i) **“IUI”** means ‘intrauterine insemination’, a form of assisted reproductive technology whereby sperm cells are placed directly into the uterus around the time of ovulation, assisting the sperm in reaching the eggs.
- (j) **“Motan”** means the defendant, Tarek Motan;
- (k) **“Shannon”** means the plaintiff, Shannon Frew;
- (l) **“PC”** means the defendant, Tarek Motan Professional Corporation;
- (m) **“Pharmacy”** means the defendant, 1052826 Alberta Ltd., operating as Glengarry Pharmacy.

## **II. The Parties**

2. The Plaintiff, Shannon, resides in the City of Edmonton, Alberta. Motan was her physician. Between December 2014 and January 2018, Shannon underwent fertility treatment performed by Motan at the Regional Fertility & Women's Endocrine Clinic at the Lois Hole Hospital for Women in the Royal Alexandra Hospital (the "**Clinic**").
3. The Defendant, Motan, is a practicing physician in Edmonton, Alberta, specializing in the field of obstetrics and gynecology. At all relevant times, Motan was licensed by the CPSA to practice medicine in Edmonton and elsewhere in the Province of Alberta and held himself out as a leading specialist in providing fertility treatments.
4. The Defendant, PC, is a corporation incorporated pursuant to the laws of Alberta which is wholly owned by Motan and through which Motan operates his medicine practice.
5. The Defendant, Alberta Health Services ("AHS") is the provincial health authority of Alberta. AHS operated the Clinic. It employed staff, including doctors, nurses, and administrators, who were involved in the provision of fertility treatments and oversight of the Clinic.
6. The Defendant, the Pharmacy, is a corporation incorporated pursuant to the laws of Alberta and engaging in the business of a pharmacy. During the Class Period, the Pharmacy dispensed the Fertility Medications to Class Members.
7. The Defendant, John Doe, was at all material times a duly qualified pharmacist pursuant to the laws of the Province of Alberta and at all material times practiced at the Pharmacy in the City of Edmonton.

## **III. Background and Relationship Between Parties**

8. Shannon and the Class Members are all women who experienced fertility issues preventing them from becoming pregnant.

9. As a result, Shannon and each of the Class Members sought and received fertility treatments from the Clinic.
10. The Clinic provided both insured and uninsured services. Uninsured services included IVF and IUI, which were paid for by patients. During the Class Period, the Clinic generated revenue surpluses from uninsured services of between \$75,000 to \$200,000 a year.
11. AHS granted Motan a medical staff appointment and clinical privileges that authorized him to provide fertility treatments at the Clinic. Class Members received fertility treatments or prescriptions of Fertility Medication from Motan at the Clinic.
12. Fertility treatments performed on Shannon and each of the Class Members by Motan included IVF and/or IUI. Motan also prescribed Fertility Medication to Class Members who were under the primary care of other physicians practicing at the Clinic.
- ~~12-13.~~ Beginning in 2013, Motan had a practice of prescribing high doses of Fertility Medication to patients that was not consistent with product monographs or the accepted standard of care for fertility doctors. Motan did not disclose to patients that his practice differed from literature or accepted practice.
- ~~13-14.~~ Between August 201~~5~~<sup>4</sup> and November 2018, while working at the Clinic, Motan entered into a financial rebate scheme (the “**Rebate Scheme**”) with pharmaceutical companies that distributed the Fertility Medications.
- ~~14-15.~~ Pursuant to the Rebate Scheme, Motan paid the pharmaceutical companies for the Fertility Medications. He received monetary rebates (the “Rebates”) that were based on the volume of Fertility Medications purchased. During the Class Period, Motan received more than \$1,~~200~~300,000 in Rebates.
- ~~15-16.~~ Motan and Clinic staff directed Shannon and the Class Members to purchase the Fertility Medications from the Pharmacy.

~~16-17.~~ Motan arranged for the Fertility Medications to be shipped directly from the pharmaceutical companies to the Pharmacy, where they were purchased by Class Members. The Pharmacy reimbursed Motan for the costs of the medication, and Motan provided the Pharmacy with a portion of the Rebates. During the Class Period, the Pharmacy received more than \$300,000 in Rebates.

~~17-18.~~ Motan performed IVF and/or IUI treatments on Shannon and the Class Members that were unnecessary. Further, Motan prescribed them Fertility Medications that were unnecessary, and higher than and contrary to the medication product literature. That approach was contrary to the medical product literature that recommended doses be individualized for each patient and that patients be started on lower doses.

~~18-19.~~ Because Motan prescribed higher doses than necessary, Class Members paid more for Fertility Medication than they should have. Motan, the Pharmacy, and AHS benefited from these increased payments because they resulted in higher Rebates.

~~19-20.~~ By prescribing and exposing Shannon and the Class Members to excessive doses of the Fertility Medications, the Class Members experienced a number of adverse health effects, including ovarian hyperstimulation syndrome, in which the ovaries swell and seep fluid into the body, and other adverse effects further described below.

~~20-21.~~ At no time did Motan seek or obtain approval for the Rebate Scheme from CPSA.

~~21-22.~~ At no time did the Pharmacy seek or obtain approval for the Rebate Scheme from the Alberta College of Pharmacy.

~~22-23.~~ At no time during their treatment by Motan were Shannon or the Class Members advised of the Rebate Scheme.

~~23-24.~~ The deliberate over-prescription and failure to individually tailor dosing was not disclosed to Shannon or the Class Members prior to treatment and therefore

Shannon and the Class Members did not consent to such treatment. In doing so, Motan was medically negligent and breached the fiduciary duties he owed to Shannon and the Class Members.

~~24-25.~~ Shannon and the Class Members were subjected to unnecessary and improper medical treatment and drug prescription.

~~25-26.~~ Overprescribing medication and profiting from those prescriptions contravenes the CPSC's standards of practice and the CMA Code of Ethics and Professionalism.

~~26-27.~~ As their treating physician, Motan owed Shannon and each of the Class Members a fiduciary duty, statutory duty and common law duty of care.

~~27-28.~~ At all material times, Motan was required to abide by the Canadian Medical Association *Code of Ethics and Professionalism*. Without limiting the generality of the foregoing, Motan and the Clinic were required to:

- (a) Prioritize the well-being of every patient and always act for the patient's benefit;
- (b) Always treat Patients with dignity; and
- (c) Never exploit a patient for personal advantage.

~~28-29.~~ The Pharmacy and Doe each owed a duty to Shannon and each of the Class Members to effectively and accurately oversee dispensing of prescriptions including reviewing the prescription for therapeutic appropriateness. The Pharmacy and Doe had a duty to act as a second check for the validity of the prescription and dosage. The Pharmacy and Doe failed in their duties.

~~29-30.~~ The standards of practice for pharmacists and pharmacy technicians require a pharmacist to assess the appropriateness of each prescription, taking into consideration the needs of the individual patient

~~30-31.~~ In April 2021, Motan sent a letter to patients of the Clinic, advising them of the Rebate Scheme and that Motan overprescribed the Fertility Medications. Until this time, Class Members had no knowledge of Motan's wrongful conduct.

#### IV. Wrongful Conduct of Motan

~~31-32.~~ During the Class Period, Motan's wrongful conduct included, but was not limited to:

- (a) Failing to develop proper treatment plans based on the patients' medical history, diagnosis and adequate testing;
- (b) Failure to adequately prepare treatment plans with proper dosages;
- (c) Failure to adequately monitor treatment plans or change/amend treatment plans when such plans proved to be unsuccessful;
- (d) Failure to consider risks to the Class Members' health, including side effects and reduced fertility because of hyperstimulation, low quality fertilization and miscarriage;
- (e) Misprescribing and misdiagnosing;
- (f) Prescribing and performing unnecessary medical and surgical procedures;
- (g) Using a practice of starting patients on high doses of the Fertility Medication instead of adjusting doses to individual patients;
- ~~(g)~~(h) Failure to adequately conduct tests, obtain patient history or medical information or input;
- ~~(h)~~(i) Failure to consider and follow established medical literature;
- ~~(i)~~(j) Failure to obtain informed consent for treatment plans and drug prescriptions;

~~(j)~~(k) Admitting to the foregoing wrongful conduct listed above, but not taking any steps to mitigate or address it;

~~(k)~~(l) Such further and other wrongful conduct as may be proven at the trial of this action;

(collectively, the “**Wrongful Conduct**”).

~~32.33.~~ The Wrongful Conduct led to Shannon and the Class Members experiencing adverse effects and injuries including, but not limited to:

- (a) Improper medication being ingested;
- (b) Improper medical procedures conducted, in andu of themselves;
- (c) Ovarian hyper stimulation syndrome;
- (d) Excessive bleeding;
- (e) Swelling;
- (f) Abdominal pain,
- (g) Sleeplessness;
- (h) Weight gain;
- (i) Miscarriages;
- (j) Lost time for fertility;
- (k) Continued infertility;
- (l) Lapsing of Shannon’s and the Class Members’ biological fertility window;
- (m) Psychological stress;
- (n) Pregnancies with multiples and reductions;

~~(n)~~(o) Such further and other injuries as may be proven at the trial of this action;  
(the “**Class Member Injuries**”).

### **Breach of Trust and Negligence**

~~33~~34. As their physician, Motan enjoyed a special position of trust and confidence over the Class Members, as vulnerable patients over whom he exercised special power, authority, knowledge and control.

~~34~~35. Class Members were particularly vulnerable because they were seeking treatment for infertility. For women who want to bear children but cannot, the drive to seek treatment can be overwhelming. Motan was aware of this vulnerability. His actions have caused Class Members to have long-lasting distrust of medical providers.

~~35~~36. At all material times, Motan owed Shannon and the Class Members a fiduciary duty to:

- (a) act in their best interests and not abuse his dominant position in relation to them, nor to exploit their vulnerabilities or dependency on him;
- (b) not to betray the trust Shannon and the Class Members placed in him, not to otherwise act disloyally towards them by placing his personal and commercial interests ahead of their interests in receiving medical care compliant with the standard of care of a reasonably competent physician;
- (c) To give Shannon and the Class Members, as his patients, all of the information they need to make free and informed decisions with full knowledge of the facts about the treatment and care provided to the Class Member.

~~36~~37. As a result of the Wrongful Conduct, Motan has breached the fiduciary duties he owed to Shannon and the Class Members and those breaches resulted in damages to the Class Members.

~~37-38.~~ Motan owed a duty of care to Shannon and the Class Members, which required Motan and the Clinic to, *inter alia*:

- (a) Ensure use of reasonable care and skill in diagnosing, treating and advising Shannon and each of the Class Members;
- (b) Manage Shannon's and each of the Class Members' care and ensure that their care was managed in a professional and skillful manner;
- (c) Generally attend to, examine, diagnosis, refer, treat, prescribe and instruct Shannon and each of the Class Members in accordance with the standard of care of the reasonable and prudent medical practitioner;
- (d) Make recommendations to Shannon and each of the Class Members for treatment, or non-treatment after consideration of presenting symptoms and history, discuss with them the risks and benefits of treatment based on proper diagnostic indicators, and ensure informed consent is obtained for the recommended treatment or non-treatment.
- (e) Properly document and retain Shannon's health care records; and
- (f) Such further and other particulars of the duty of care as may be proven at the trial of this action.

~~38-39.~~ During the Class Period, Motan knew or ought to have known in the circumstances that the Fertility Medications prescribed to Shannon and the Class Members exceeded acceptable amounts.

~~39-40.~~ The Defendant, Motan, failed to meet the standard of care of the reasonable and prudent medical practitioner. In particular, Motan breached the standard of care, particulars of which include the Wrongful Conduct, as well as the following, *inter alia*:

- (a) Failing to conduct proper or any physical examinations of Shannon and the Class Members;

- (b) Failing to identify and prescribe the proper dosage of the Fertility Medications appropriate for Shannon and each of the Class Members;
- (c) Failing to provide Shannon and each of the Class Members with such information as would enable them to make an informed decision on which to base treatment decisions;
- (d) Failing to conduct such tests and investigations as were necessary to determine the proper treatments for Shannon and each of the Class Members;
- (e) Failing to observe, monitor and examine Shannon and the Class Members with due care required in the circumstances to ensure proper assessment and treatment;
- (f) Failing to document Shannon's, and each of the Class Members' condition, history and prescription in their medical charts;
- (g) Generally, failing to skillfully, prudently, and properly observe, assess, diagnose, care for, treat, advise, documents conditions of and observe Shannon and each of the Class Members; and
- (h) Such further and other particulars as may be proven at trial.

### **Breach of Contract**

~~40-41.~~ The relationship Shannon and each of the Class Members had with Motan and PC was contractual in nature. An implied term of the contracts was that the Defendants would exercise due care, skill and diligence in providing healthcare services to Shannon and each of the Class Members. The Defendants, by way of any or all of the Wrongful Conduct, breached the implied terms of the contracts and Shannon and the Class Members claim damages against Motan and PC for said breaches of those contracts.

## **Battery**

~~41.42.~~ Motan either failed to obtain the consent to medical treatment, provided medical treatment beyond the scope of the consent or obtained consent as a result of misrepresentation. The Defendant, Motan, in prescribing the Fertility Medications and performing fertility treatments, engaged in intentional physical contact with the Plaintiff in the absence of consent, which was harmful or offensive to Shannon and each of the Class Members and, accordingly, the Defendant, Motan committed battery.

## **V. Wrongful Conduct of AHS**

~~42.43.~~ AHS has the responsibility to:

- (a) review and determine the compliance of practitioners with their responsibilities under medical staff appointments and clinical privileges;
- (b) periodically review practitioners;
- (c) perform a triggered review of a practitioner if any concerns are raised with respect to his practice, or if information comes to the attention of AHS that reasonably indicates the practitioner may not be complying with his responsibilities.

~~43.44.~~ During the Class Period, AHS staff were aware that Motan was participating in the Rebate Scheme and overprescribing Fertility Medication. They should have, but did not, submit formal concerns or informal information about Motan to the Zone Medical Director.

~~44.45.~~ The Clinic permitted Motan to prescribe Fertility Medication to Class Members who were under the primary care of other physicians. Motan and the Clinic engaged in this conduct because of the financial benefits they received through the Rebate Scheme.

~~45-46.~~ Motan used money received through the Rebate Scheme to pay for continuing education for Clinic staff, including travel expenses for staff to attend conferences. AHS knew, or ought to have known, that Motan's payment for these expenses were a sign of a conflict of interest.

~~46-47.~~ AHS took no action to review Motan's medical staff appointment and clinical privileges until 2019. When an AHS Zone Medical Director performed a triggered review of Motan's conduct in 2019, AHS determined that Motan's privileges should be suspended.

### **Vicarious Liability**

~~47-48.~~ AHS chose to provide uninsured fertility treatment through the Clinic, including IVF and IUI. It charged Class Members for these services, and provided staff and equipment that were required for the treatments to be performed. AHS paid Motan to participate in the provision of uninsured fertility treatment at the Clinic. Motan could not have provided the fertility treatment at the Clinic without extensive AHS involvement.

~~48-49.~~ AHS exercised control over Motan's practice at the Clinic. It issued clinical privileges permitting him to provide services at the Clinic, and had the right to review his appointment and privileges at any time. Ultimately, AHS did suspend Motan's privileges when a Medical Director learned about the Rebate Scheme.

~~49-50.~~ AHS created an enterprise at the Clinic that carried the risks of patients overpaying for medication and being overprescribed medication. AHS directly benefited from the materialization of these risks through increased revenue and a portion of the Rebates being spent on AHS employees.

~~50-51.~~ AHS knew that patients at the Clinic were particularly vulnerable as a result of their infertility. AHS was in the best position to control the risks and protect Class Members, but it failed to do so.

~~51.~~52. As a result, AHS is vicariously liable for Motan's conduct while he was providing services through the Clinic.

### **Negligence**

~~52.~~53. AHS owed a duty to Class Members to:

- (a) Monitor the practice of physicians at the Clinic to ensure compliance with their responsibilities; and,
- (b) Prevent conflicts of interest in the provision of services through the Clinic.

~~53.~~54. The AHS breached the standard of care required in the circumstances by:

- (a) Failing to raise concerns, or provide other relevant information, about Motan's practice to the Zone Medical Director before 2019;
- (b) Permitting Motan to participate in the Rebate Scheme;
- (c) Permitting Motan to overprescribe Fertility Medication;
- (d) Permitting Motan to spend money for the benefit of AHS employees; and,
- (e) Failing to identify the source of money that was spent for the benefit of AHS employees.

## **VI. Wrongful Conduct of the Pharmacy and Pharmacists**

### **Negligence**

~~54.~~55. The Pharmacy and Doe each owed a duty to Shannon and the Class Members to generally attend to Shannon and the Class Members to do the following:

- (a) review the prescription for the medication that Shannon and each Class Member was taking for the first time to ensure that this medication was the most appropriate for Shannon and each Class Member, including

collecting and interpreting relevant information on their condition, the dosage and the instructions;

- (b) contact Motan where the prescription is not appropriate for Shannon or Class Member;
- (c) educate Shannon and the Class Members on the risks and benefits of the medication;
- (d) refill prescriptions only when in Shannon's and the Class Members' interest and where medically indicated and in their best interest;
- (e) dispense only the medication at doses that would treat Shannon's and each Class Members' condition and refuse to dispense a medication or excessive doses for the patients presentation;
- (f) use reasonable care and skill in accordance with the standard of care of the reasonable and prudent pharmacist; and
- (g) such further and other particulars of the duty of care as may be proven at the trial of this action.

~~55-56.~~ The Pharmacy, and Doe or one or more of them were negligent in the care and duty owed to Shannon and the Class Members, particulars of such negligence include, but are not limited to the following:

- (a) failing to dispense the proper medication;
- (b) failing to review Shannon's and each Class Members' prescription for therapeutic appropriateness;
- (c) filling a prescription without clarifying any ambiguities in Motan's prescriptions;
- (d) generally failing to skillfully, prudently and properly dispense medication and to care for and advise Shannon and the Class Members; and

(e) such further and other particulars as may be proven at trial.

### **Breach of Contract**

~~56-57.~~ The relationship Shannon and each of the Class Members had with the Pharmacy was contractual in nature and an implied terms of the contracts was that the Defendants would exercise due care, skill and diligence in providing healthcare services, including dispensing only those Fertility Medications to Shannon and each of the Class Members that were proper and necessary for Shannon and each Class Member. The Defendants, by way of any or all of the Wrongful Conduct, breached the implied terms of the contracts and Shannon and the Class Members claim damages against the Defendants for said breaches of those contracts.

### **VII. Damages**

~~57-58.~~ The risks associated with the use of the Fertility Medications, including the risk of uncontrollable and irreversible bleeding, were in the exclusive knowledge and control of the Defendants.

~~58-59.~~ The extent of the risks was not, and could not have been known to, Shannon or the Class Members.

~~59-60.~~ The Class Member Injuries would not have occurred but for the Wrongful Conduct and negligence of the Defendants.

~~60-61.~~ The Defendants' conduct caused harm to Class Members and as a direct proximate result the Class Members have suffered and will continue to suffer damages, including:

- (a) Non-pecuniary damages for pain, suffering and loss of enjoyment of life;
- (b) Pecuniary damages for loss of earning capacity;
- (c) personal injury; and

- (d) out-of-pocket expenses incurred, including those connected with hospital stays, medical treatment, medication and the cost of the Fertility Medications or, alternatively, the incremental cost of the Fertility Medications as paid for by Shannon and the Class Members.

~~61-62.~~ As a result of the Defendants' conduct, Shannon and the Class Members suffered, and will continue to suffer, expenses and special damages of a nature and amount to be particularized prior to trial.

~~62-63.~~ As a result of the Defendants' negligence, Shannon and the Class Members are entitled to damages pursuant to the *Tort-feasors Act*, RSA 2000, c T-5 and the regulations thereunder and amendments thereto.

### **VIII. Unjust Enrichment**

~~63-64.~~ Further or in the alternative, as a result of the Defendants participation in the Rebate Scheme, the Defendants have been unjustly enriched at the Class Members' expense. The Defendants received a benefit from the Class Members in the form of the Rebates from the Fertility Medications. Shannon and the Class Members have been correspondingly deprived of the amount of the Rebates. There is no lawful or juristic reason for such enrichment because the Rebates were not disclosed to Class Members and Motan was in a conflict of interest when prescribing the Fertility Medication. In the result, Shannon and the Class Members are entitled to restitutionary relief for unjust enrichment.

### **IX. Aggravated and Punitive Damages**

~~64-65.~~ The Plaintiffs plead that the Defendants' conduct, as particularized above, was high handed, outrageous, reckless, wanton, entirely without care, deliberate, callous, disgraceful, willful, an intentional disregard of the rights and safety of Shannon and the rights and safety of the other Class Members, and indifferent to the consequences and motivated by economic considerations. Such conduct renders the Defendants liable to pay punitive damages to the putative Class Members.

~~65-66.~~ Claims are made for the Plaintiffs, and on behalf of other Class Members, for punitive, aggravated and exemplary damages for the Defendants' reckless and unlawful conduct.

#### **X. Place of Trial**

~~66-67.~~ The Plaintiff proposes that this action be tried in Edmonton, Alberta.

#### **XI. Remedy sought:**

~~67-68.~~ The Plaintiff, Shannon, personally and on behalf of all Class Members, claim from and against the Defendants and each of them jointly and severally, as follows:

- (a) an order pursuant to the *Class Proceedings Act*, SA 2003, c C-16.5 certifying this action as a class proceeding and appointing her as representative plaintiff;
- (b) general damages for negligence, breach of contract, breach of fiduciary duty, and battery. General damages are impossible to accurately assess at this time because the size of the class is unknown, but are estimated to be in excess of \$10,000,000;
- (c) special damages. Special damages are impossible to accurately assess at this time because the size of the class is unknown, but are estimated to be in excess of \$5,000,000;
- (d) alternatively, an accounting or other such restitutionary remedy disgorging the revenues realized by the Defendants from Rebate Scheme;
- (e) punitive, aggravated and exemplary damages in an amount to be determined following the assessment of compensatory damages;
- (f) prejudgment interest and postjudgment interest, compounded pursuant to the AJIA;

- (g) costs of this action on a substantial indemnity basis and, pursuant to s. 27(1) of the *Class Proceedings Act*, the costs of notice and of administering the plan of distribution of the recovery in this action, plus applicable taxes; and
- (h) such further and other relief as to 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 King's Bench at Edmonton, Alberta, AND serving your statement of defence or a demand for notice on the plaintiffs' 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 plaintiffs against you.