

IN THE COURT OF QUEEN'S BENCH OF ALBERTA

JUDICIAL DISTRICT OF RED DEER

BETWEEN:

RALPH CHARLES THOMPSON, DIANE PATRICIA THOMPSON, JOHN MURRAY JANS, BEVERLEY EVONNE JANS, LANE TRAVIS EARL JANS, by his next friend, BEVERLEY EVONNE JANS, LEAH PATRICIA MARIE JANS, by her next friend, BEVERLEY EVONNE JANS, LACEY KATHLEEN DAWN JANS, by her next friend, BEVERLEY EVONNE JANS, LANDON CHARLES MICHAEL JANS, by his next friend, BEVERLEY EVONNE JANS, WILLIAM TREVOR THOMPSON, TERESA LYNNE THOMPSON, TRACY MICHELE THOMPSON, JACKSON ANTHONY BROWN, by his next friend, TRACY MICHELE THOMPSON, ALYSSA PRESLEY BROWN-THOMPSON by her next friend, TRACY MICHELE THOMPSON, BRENDA DAWN THOMPSON AND MICHAEL TROY THOMPSON

Plaintiffs

- and -

BP CANADA ENERGY COMPANY

Defendant

STATEMENT OF CLAIM

1. The Plaintiff Ralph Charles Thompson ("Ralph"), was born on August 29, 1943. The Plaintiff Diane Patricia Thompson ("Diane") was born on May 4, 1947. Ralph and Diane are the parents of the Plaintiff Beverley Evonne Jans, (nee Thompson) (Beverley"), born on October 3, 1965, the Plaintiff William Trevor Thompson ("Trevor"), born on April 29, 1967, the Plaintiff Teresa Thompson ("Teresa"), born on August 15, 1969, the Plaintiff Tracy Michele Thompson ("Tracy"), born on January 16, 1971, the Plaintiff Brenda Dawn Thompson ("Brenda"), born on May 6, 1976, and the Plaintiff Michael Troy Thompson ("Troy"), born on December 18, 1977. Tracy is the parent of the Plaintiff Jackson Anthony Brown ("Jackson") born on January 16, 1997 and the Plaintiff Alyssa Presley Brown-Thompson ("Alyssa"), born on December 19, 1997, and who is a minor. John Murray Jans ("Murray"), born on June 7, 1960, is the husband of Beverley. Murray and Beverley are the parents of the Plaintiff Lane Travis Earl Jans ("Lane") born on January 23, 1988, the Plaintiff Leah Patricia Marie Jans ("Leah"), born on June 20, 1989 the Plaintiff Lacey Kathleen Dawn Jans ("Lacey"), born on February 23, 1994, and the Plaintiff Landon Charles Michael Jans ("Landon"), born on September 30, 1995, all of whom are minors.
2. Ralph, Diane, Tracy, Troy, Jackson and Alyssa reside near Sundre, Alberta. Murray, Beverley, Lane, Leah, Lacey and Landon reside near Grande Prairie, Alberta. Trevor resides in Calgary, Alberta. Teresa resides in Sundre, Alberta. Brenda resides in Red Deer, Alberta.
3. The Defendant, BP Canada Energy Company ("BP"), was incorporated in the Province of Nova Scotia and is extra-provincially registered in the Province of Alberta and carries on business in the Province of Alberta as a petroleum company. Amoco Canada Petroleum Company Limited was the predecessor company to BP and was amalgamated with BP in 1999.
4. In 1974 Ralph and Diane, with their children Beverley, Trevor, Teresa and Tracy, occupied lands and premises near Sundre, Alberta, legally described as follows:

12. In December 1977 Troy was born.
13. In 1984 Tracy (age 13) was diagnosed with Henoch Schloien Pupura and hospitalized in Calgary.
14. In November 1986 a third water well was dug in the North-East Quarter of the Thompson Property. This well provided water for the livestock in the pasture and also provides drinking water for Tracy and Alyssa who live in a mobile home on the Thompson Property.
15. In 1986 Ralph began suffering from depression, blackouts, seizures and memoryloss. Ralph had approximately 40 blackouts and seizures between 1986 and 1997.
16. In 1987 BP stopped burning off the 11-33 Flare Pit, but continued dumping Oil FieldWaste into the 11-33 Flare Pit.
17. In 1987 Ralph's cattle herd consisted of approximately 355 head. There were 102open cows resulting in a reduced calf crop and financial loss.
18. In 1988 Ralph's cattle heard consisted of 413 cows. There were 59 open cowsresulting in a reduced calf crop and financial loss.
19. In 1989 Beverley was diagnosed with bladder cancer and was operated on.
20. In 1989 and 1990 Teresa received counseling for depression.
21. In 1990 Ralph started treatment with a psychiatrist in Red Deer. Diane firstexperienced bowel problems, heart palpitations and an irregular heartbeat. Teresa was hospitalized for bowel problems.
22. In 1991, Heidi Christoffersen, a BP Field Operator, observed liquid contaminants inthe 11-33 Flare Pit.
23. In 1992 because of Ralph's depression, seizures and blackouts, he began to reducethe size of his farming operation. Ralph's cattle herd consisted of 160 head. There were 60 open cows resulting in a reduced calf crop and financial loss.
24. In 1992 BP began the cleanup of the 11-33 Flare Pit. Sampling of the 11-33 FlarePit showed the presence of material contaminated with benzene, ethyl benzene, toluene, xylene, chloride, manganese, barium, chromium, lead, vanadium, zinc, butyl mercaptan, hydrochloric acid and methanol.
25. In November 1992 the Municipal District of Clearwater was planning to auction thelands legally described as NW 33-34-4 W5M and which contained the BP Wellsite. NW 33-34-4 W5M is directly east of and adjacent to the Thompson Property.
26. In November 1992, BP employees John Ward, Ron Thorpe, Kim Petten, Stu Wilson,John Folvovic and Don Grossberndt discussed an action plan for the reclamation of the 11-33 Fare Pit. At this meeting it was known to BP that the upper aquifer was contaminated with Oil Field Waste and that the Oil Field Waste may also have migrated into the lower aquifer. At this meeting BP determined that it was imperative to discuss the reclamation with the Municipal District of Clearwater and residents. Despite these facts, BP did not approach any of the Plaintiffs until 1997. BP did however get the Municipal

District of Clearwater to delay the sale of NW 433-34-4 W5M.

27. In 1993 BP crushed the heavily contaminated gravel material excavated from the 11-33 Flare Pit and placed it on a clay pad and in a windrow on the BP Well site.
28. In 1993 BP knew that the migration of the groundwater was to the south west of the BP Well site and 11-33 Flare Pit, away from the receptors to the east. Despite that fact, BP failed to test any of the water wells on the Thompson Property, which were located west and south-west of the 11-33 Flare Pit.
29. In 1993 Brenda began having bowel problems. Ralph's cattle herd consisted of 135 head. There were 28 open cows resulting in a reduced calf crop and financial loss.
30. In 1994 Leah (age 5) developed an abnormal heart beat. Ralph's cattle herd consisted of 126 head. There were 42 open cows resulting in a reduced calf crop and financial loss.
31. In 1995 Teresa was hospitalized again for bowel problems and diagnosed with having irritable bowel syndrome. Tracy was treated for depression.
32. In 1996 Ralph's cattle herd consisted of 218 head. There were 50 open cows resulting in a reduced calf crop and financial loss.
33. In June 1997 BP first approached Diane and asked if BP could test the well water on the Thompson Property as BP was monitoring some neighbouring wells to the east. After the testing, it was found by BP that chloride levels in the well water on the Thompson Property were above the surrounding background levels. BP advised Diane that the well water was fine but that she should not drink it or let her grandchildren drink it and BP started supplying the Plaintiffs residing on the Thompson Property with bottled water. The Plaintiffs residing on the Thompson Property continued to use the well water for bathing and other domestic purposes, such as watering the garden.
34. In 1997 Diane had further bowel problems and was treated for depression. Tracy was treated for depression and hospitalized. Alyssa was born with a birth defect, toe deformities, and was assessed at the Children's Hospital in Calgary. Alyssa's mother, Tracy, had lived on the Property during her pregnancy. Ralph developed tinnitus.
35. In 1997 because of Ralph's health problems, he sold the balance of his cattle herd.
36. In February 1999 BP sent Ralph and Diane a letter summarizing steps taken by BP to clean up the 11-33 Flare Pit and the surrounding water wells. The letter advised Ralph and Diane that their water "was fit for human consumption," although BP continued to supply the Plaintiffs with bottled water.
37. In November 1999, Diane had a discussion with a neighbour who told her about cancers and birth defects that her family had experienced recently. This was the first time that Diane suspected that there might be a connection between the Plaintiffs' well water and the Plaintiffs' health problems. Diane expressed her concerns about the possible connection of the well water to the Plaintiffs' health problems to Lynn Huntley ("Huntley"), an employee of BP. Diane also asked Huntley for

a list of the chemicals that went into the 11-33 ⁵Flare Pit. These concerns went unanswered.

38. In June 2000 Diane Thompson spoke with John Hawkins ("Hawkins"), the BP Site Superintendent after having received no response from Huntley to the concerns expressed in paragraph 37 above. As of the date of the filing of this Statement of Claim, Diane has received no response from Hawkins.
39. On June 22, 2000 Michelle Colleton ("Colleton"), an BP Industrial Hygienist, stopped at the Thompson Property. Diane provided Colleton with a history of the Plaintiffs' health problems. Diane requested that Colleton supply a list of the chemicals either stored at or dumped into the 11-33 Flare Pit. Colleton was also asked to look into the possible connection of those chemicals to the Plaintiffs' health problems. As of the date of the filing of this Statement of Claim, Diane has received no response from Colleton.
40. In the fall of 2000, Lacey (age 7) was diagnosed with irritable bowel syndrome.
41. In the fall of 2000, TransCanada Midstream was considering purchasing BP's South Carolina Gas Plant site and were doing soil and groundwater sampling to check for contamination. Diane overheard a long time BP employee remarking that TransCanada Midstream would find nothing at the BP South Carolina Gas Plant site as all of the bad stuff had been dumped at the 11-33 Flare Pit.
42. In or about July 2001, Ralph and Diane met with Richard Adamic ("Adamic"), the BP Area Foreman and Huntley to review the test results of Komex International Ltd. from the testing of the Plaintiffs' water wells. At this meeting Diane again reiterated her concerns regarding the Plaintiffs' health problems and the possible connection to the 11-33 Flare Pit. Diane also stated that she had previously voiced these concerns to Huntley, Hawkins and Colleton and that the requests had gone unanswered. Diane also stated that the Plaintiffs had never received a list of the chemicals either stored at or dumped into the 11-33 Flare Pit. At this meeting Huntley and Adamic deliberately misled Diane by claiming that the contaminants in the 11-33 Flare Pit flowed in the groundwater to the east of the 11-33 Flare Pit.
43. In 2001 Alyssa is scheduled to have her toes amputated and reattached.
44. BP operated, maintained, or permitted to be maintained the 11-33 Flare Pit containing Oil Field Waste of such quantities that if the Oil Field Waste escaped from the 11-33 Flare Pit, it would cause significant injury to the Thompson Property and to the Plaintiffs residing on the Thompson Property. Oil Field Waste is dangerous and causes extensive environmental damage and hazards to human health. The presence of the 11-33 Flare Pit and the storing of Oil Field Waste in the 11-33 Flare Pit is a non natural use of the land. BP knew or ought to have known that if the Oil Field Waste leaked from the 11-33 Flare Pit, it would cause extensive contamination of the underground water table with significant risk to human health for those resident on the Thompson Property.
45. At certain material times, Oil Field Waste leaked from the 11-33 Flare Pit operated, maintained or permitted to be maintained by BP, causing extensive contamination of the underground water table. The water wells located on the Thompson Property constituted the only source of drinking water and water for household use and other use by the Plaintiffs, such as water for domestic livestock. The contamination of the Plaintiffs' water wells has caused and continues to cause damage and adverse effects to the health of the Plaintiffs and their domestic livestock. BP had a duty to monitor the water wells on the Thompson Property and to disclose to the Plaintiffs any contamination of the well water and failed to do

46. Further, or in the alternative, one or more of the Defendants or their agents failed to take any steps to warn the Plaintiffs of the contamination of the well water and the health hazard created by the contamination. Further, or in the alternative, BP knew or ought to have known of the contamination of the water wells and, despite that knowledge, took no steps to prevent the use by the Plaintiffs of the well water for household and domestic livestock purposes and failed to remediate the groundwater or provide the Plaintiffs with alternative sources of water in a timely fashion.
47. Further, or in the alternative, the escape of Oil Field Waste from the 11-33 Flare Pit was caused by the gross negligence or negligence of BP, particulars of which include the following:
- (a) utilizing a flare pit that was constructed in a gravel bed for the storage and dissipation of Oil Field Waste;
 - (b) failing to operate the 11-33 Flare Pit so as to ensure that Oil Field Waste would not escape therefrom;
 - (c) failing to ensure by inspection, maintenance or repair that Oil Field Waste would not escape from the 11-33 Flare Pit;
 - (d) failing to remove the 11-33 Flare Pit which constituted a danger to the Plaintiffs;
 - (e) failing to take effective or any steps to control the spread of the contamination from the 11-33 Flare Pit;
 - (f) failing to implement a proper remediation program;
 - (g) failing to warn the Plaintiffs when the Defendant knew or ought to have known of the risk of groundwater contamination;
 - (h) failing to advise the Plaintiffs, in a timely fashion or at all, of the extensive contamination of their drinking water;
 - (i) failing to advise the Plaintiffs of serious risk to their health and to assist the Plaintiffs in obtaining proper medical attention;
 - (j) failing to provide the Plaintiffs with bottled water prior to 1997;
 - (k) such further and other particulars as may be proven at the trial of this action.
48. Further, or in the alternative, the Plaintiffs state that the leakage of Oil Field Waste from the 11-33 Flare Pit operated, maintained or permitted to be maintained by BP, rendered the Thompson Property unhealthy and much less fit for beneficial use and enjoyment by the Plaintiffs, which caused them injury and damage and constitutes at law a nuisance for which the Defendants are liable.
49. Further, or in the alternative, the Plaintiffs state that the use of the 11-33 Flare Pit by BP for the storage and dissipation of Oil Field Waste brought with it increased danger to others, specifically the Plaintiffs. Therefore BP is strictly liable for the injuries suffered by the Plaintiffs, which were caused by the escape of the inherently dangerous substances from the 11-33 Flare Pit.
50. Further, or in the alternative, the Defendant BP Amoco has interfered with the Thompson Property as a result of the operation of the 11-33 Flare Pit, which has carried contamination onto and throughout the Thompson Property, constituting a trespass. This has affected the environment generally on the Thompson Property, causing damage to the health of the Plaintiffs and their livestock, the particulars of which are described in paragraphs 53 to 58.
51. BP is vicariously liable for the negligence of its employees or agents.

52. As a result of the contamination of the water wells on the Thompson Property, the Plaintiffs have suffered serious physical injury resulting from the ingestion and use of well water contaminated with Oil Field Waste.
53. The injuries and damages suffered by the Plaintiffs include, but are not limited to, the following:
- (a) birth defects, including deformed toes;
 - (b) bladder cancer;
 - (c) bowel disease, such as irritable bowel syndrome;
 - (d) bowel problems;
 - (e) heart problems;
 - (f) Henoch Schloien Pupura disease;
 - (g) tinnitus;
 - (h) clinical depression and suicidal tendencies;
 - (i) blackouts, seizures, body tremors and memory loss;
 - (j) fatigue;
 - (k) generally disturbed sleep;
 - (l) migraines and aches;
 - (m) general body aches, pain and malaise;
 - (n) vitiligo;
 - (o) sores on feet;
 - (p) worry, stress and heartache resulting from the illnesses of other family members;
 - (q) anxiety disorders;
 - (r) neurological problems;
 - (s) increased risk for cancer;
 - (t) such further and other injuries as may be proven at the trial of this action.
54. The financial damages suffered by the Plaintiffs, Ralph and Diane, include, but are not limited to:
- (a) Financial loss due to decreased productivity of the livestock operation, including infertility and aborted calves;
 - (b) Financial loss due to the devaluation of their home;
 - (c) Financial loss due to the devaluation of their land;
 - (d) Financial loss due to lost working hours and having to give up the opportunity to farm additional land as a result of physical ailments attributable to the contamination;
 - (e) Increased veterinary costs;
 - (f) Such further and other damages as may be proven at the trial of this action.
55. From approximately 1988 to 1993 Murray and Beverley kept beef cattle at the Thompson Property and they also experienced a large number of open cows, resulting in reduced calf crops and financial loss. Murray and Beverley will claim special damages for these financial losses.
56. As a further result of the operations of BP and the contamination of the Thompson Property, Ralph and Diane's rural agricultural lifestyle has been substantially compromised for which Ralph and Diane will claim general damages.

57. The Plaintiffs are at further risk for other injuries and damages including an increased risk of cancer or other serious illness as a result of being exposed to well water contaminated by BP's Oil Field Waste.
58. The Plaintiffs state that because of the increased risk of cancer or other serious illness as a result of being exposed to well water contaminated by BP's Oil Field waste, they will incur future costs, including ongoing health monitoring costs by specialized medical and laboratory personnel.
59. Between 1991 and 1997 BP fraudulently concealed the fact that the migration of the groundwater was to the south west of the 11-33 flare pit and that Oil Field Waste and other toxic contaminants migrated from the 11-33 Flare Pit into the upper and lower aquifers resulting in the contamination of the Plaintiffs' well water. Plaintiffs will rely on the Limitations Act, S.A. 1996, c. L-15.1, Section 4.
60. The Plaintiffs plead the provisions of the Public Health Act, Nuisance and General Sanitation Regulation (A.R. 242/85), Section 2.
61. The Plaintiffs plead the provisions of the Environmental Protection and Enhancement Act, S.A. 1992, c. E-13.3, Section 99(1)(e).
62. The Plaintiffs state that the conduct of BP, as hereinbefore pled, was and continues to be high-handed, arbitrary, oppressive, deliberate, outrageous, callous, wanton and generally disgraceful and socially reprehensible and the Plaintiffs seek punitive damages in respect of the conduct of BP.
63. The Plaintiffs propose that the trial of this action be held at the Court House, in the City of Red Deer, in the Province of Alberta, and state that the time required for trial will likely be less than 25 days.

WHEREFORE THE PLAINTIFFS CLAIM AS AGAINST THE DEFENDANT:

- (a1) General Damages for the Plaintiff Ralph Charles Thompson in the amount of \$2,000,000.00 or such amount as may be proved at the trial of the action;
- (a2) Special Damages for the Plaintiff Ralph Charles Thompson in the amount of \$5,000,000.00 or such amount as may be proved at the trial of the action;
- (a3) Damages for the future cost of care of the Plaintiff Ralph Charles Thompson in such amount as may be proved at the trial of this action;
- (a4) Punitive and exemplary damages for the Plaintiff Ralph Charles Thompson in the amount of \$10,000,000.00 or such amount as may be proved at the trial of the action;
- (b1) General Damages for the Plaintiff Diane Patricia Thompson in the amount of \$2,000,000.00 or such amount as may be proved at the trial of the action;

- (b2) Special Damages for the Plaintiff ⁹Diane Patricia Thompson in such amount as may be proved at the trial of the action;
- (b3) Damages for the future cost of care of the Plaintiff Diane Patricia Thompson in such amount as may be proved at the trial of this action;
- (b4) Punitive and exemplary damages for the Plaintiff Diane Patricia Thompson in the amount of \$10,000,000.00 or such amount as may be proved at the trial of the action;
- (c1) General Damages for the Plaintiff John Murray Jans in the amount of \$1,000,000.00 or such amount as may be proved at the trial of the action;
- (c2) Special Damages for the Plaintiff John Murray Jans in such amount as may be proved at the trial of the action;
- (c3) Damages for the future cost of care of the Plaintiff John Murray Jans in such amount as may be proved at the trial of this action;
- (c4) Punitive and exemplary damages for the Plaintiff John Murray Jans in the amount of \$10,000,000.00 or such amount as may be proved at the trial of the action;
- (d1) General Damages for the Plaintiff Beverley Evonne Jans in the amount of \$1,000,000.00 or such amount as may be proved at the trial of the action;
- (d2) Special Damages for the Plaintiff Beverley Evonne Jans in such amount as may be proved at the trial of the action;
- (d3) Damages for the future cost of care of the Plaintiff Beverley Evonne Jans in such amount as may be proved at the trial of this action;
- (d4) Punitive and exemplary damages for the Plaintiff Beverley Evonne Jans in the amount of \$10,000,000.00 or such amount as may be proved at the trial of the action;
- (e1) General Damages for the Plaintiff Lane Travis Earl Jans in the amount of \$1,000,000.00 or such amount as may be proved at the trial of the action;
- (e2) Special Damages for the Plaintiff Lane Travis Earl Jans in such amount as may be proved at the trial of the action;
- (e3) Damages for the future cost of care of the Plaintiff Lane Travis Earl Jans in such amount as may be proved at the trial of this action;
- (e4) Punitive and exemplary damages for the Plaintiff Lane Travis Earl Jans in the amount of \$10,000,000.00 or such amount as may be proved at the trial of the action;

- (f1) General Damages for the Plaintiff Leah ¹⁰Patricia Marie Jans in the amount of \$1,000,000.00 or such amount as may be proved at the trial of the action;
- (f2) Special Damages for the Plaintiff Leah Patricia Marie Jans in such amount as may be proved at the trial of the action;
- (f3) Damages for the future cost of care of the Plaintiff Leah Patricia Marie Jans in such amount as may be proved at the trial of this action;
- (f4) Punitive and exemplary damages for the Plaintiff Leah Patricia Marie Jans in the amount of \$10,000,000.00 or such amount as may be proved at the trial of the action;
- (g1) General Damages for the Plaintiff Lacey Kathleen Dawn Jans in the amount of \$1,000,000.00 or such amount as may be proved at the trial of the action;
- (g2) Special Damages for the Plaintiff Lacey Kathleen Dawn Jans in such amount as may be proved at the trial of the action;
- (g3) Damages for the future cost of care of the Plaintiff Lacey Kathleen Dawn Jans in such amount as may be proved at the trial of this action;
- (g4) Punitive and exemplary damages for the Plaintiff Lacey Kathleen Dawn Jans in the amount of \$10,000,000.00 or such amount as may be proved at the trial of the action;
- (h1) General Damages for the Plaintiff Landon Charles Michael Jans in the amount of \$1,000,000.00 or such amount as may be proved at the trial of the action;
- (h2) Special Damages for the Plaintiff Landon Charles Michael Jans in such amount as may be proved at the trial of the action;
- (h3) Damages for the future cost of care of the Plaintiff Landon Charles Michael Jans in such amount as may be proved at the trial of this action;
- (h4) Punitive and exemplary damages for the Plaintiff Landon Charles Michael Jans in the amount of \$10,000,000.00 or such amount as may be proved at the trial of the action;
- (i1) General Damages for the Plaintiff William Trevor Thompson in the amount of \$1,000,000.00 or such amount as may be proved at the trial of the action;
- (i2) Special Damages for the Plaintiff William Trevor Thompson in such amount as may be proved at the trial of the action;

- (i3) Damages for the future cost of care of ¹¹the Plaintiff William Trevor Thompson in such amount as may be proved at the trial of this action;
- (i4) Punitive and exemplary damages for the Plaintiff William Trevor Thompson in the amount of \$10,000,000.00 or such amount as may be proved at the trial of the action;
- (j1) General Damages for the Plaintiff Teresa Lynne Thompson in the amount of \$1,000,000.00 or such amount as may be proved at the trial of the action;
- (j2) Special Damages for the Plaintiff Teresa Lynne Thompson in such amount as may be proved at the trial of the action;
- (j3) Damages for the future cost of care of the Plaintiff Teresa Lynn Thompson in such amount as may be proved at the trial of this action;
- (j4) Punitive and exemplary damages for the Plaintiff Teresa Lynn Thompson in the amount of \$10,000,000.00 or such amount as may be proved at the trial of the action;
- (k1) General Damages for the Plaintiff Tracy Michele Thompson in the amount of \$1,000,000.00 or such amount as may be proved at the trial of the action;
- (k2) Special Damages for the Plaintiff Tracy Michele Thompson in such amount as may be proved at the trial of the action;
- (k3) Damages for the future cost of care of the Plaintiff Tracy Michele Thompson in such amount as may be proved at the trial of this action;
- (k4) Punitive and exemplary damages for the Plaintiff Tracy Michele Thompson in the amount of \$10,000,000.00 or such amount as may be proved at the trial of the action;
- (l1) General Damages for the Plaintiff Jackson Anthony Brown in the amount of \$1,000,000.00 or such amount as may be proved at the trial of the action;
- (l2) Special Damages for the Plaintiff Jackson Anthony Brown in such amount as may be proved at the trial of the action;
- (l3) Damages for the future cost of care of the Plaintiff Jackson Anthony Brown in such amount as may be proved at the trial of this action;
- (l4) Punitive and exemplary damages for the Plaintiff Jackson Anthony Brown in the amount of \$10,000,000.00 or such amount as may be proved at the trial of the action;
- (m1) General Damages for the Plaintiff Alyssa Presley Brown-Thompson in the amount of \$1,000,000.00 or such

amount as may be proved at the trial of ¹²the action;

- (m2) Special Damages for the Plaintiff Alyssa Presley Brown-Thompson in such amount as may be proved at the trial of the action;
- (m3) Damages for the future cost of care of the Plaintiff Alyssa Presley Brown-Thompson in such amount as may be proved at the trial of this action;
- (m4) Punitive and exemplary damages for the Plaintiff Alyssa Presley Brown-Thompson in the amount of \$10,000,000.00 or such amount as may be proved at the trial of the action;
- (n1) General Damages for the Plaintiff Brenda Dawn Thompson in the amount of \$1,000,000.00 or such amount as may be proved at the trial of the action;
- (n2) Special Damages for the Plaintiff Brenda Dawn Thompson in such amount as may be proved at the trial of the action;
- (n3) Damages for the future cost of care of the Plaintiff Brenda Dawn Thompson in such amount as may be proved at the trial of this action;
- (n4) Punitive and exemplary damages for the Plaintiff Brenda Dawn Thompson in the amount of \$10,000,000.00 or such amount as may be proved at the trial of the action;
- (o1) General Damages for the Plaintiff Michael Troy Thompson in the amount of \$1,000,000.00 or such amount as may be proved at the trial of the action;
- (o2) Special Damages for the Plaintiff Michael Troy Thompson in such amount as may be proved at the trial of the action;
- (o3) Damages for the future cost of care of the Plaintiff Michael Troy Thompson in such amount as may be proved at the trial of this action;
- (o4) Punitive and exemplary damages for the Plaintiff Michael Troy Thompson in the amount of \$10,000,000.00 or such amount as may be proved at the trial of the action;
- (p) Interest pursuant to the *Judgment Interest Act*, S.A. 1984, c.J-0.5 and amendments;
- (q) Costs on a solicitor and client basis, or alternatively, costs;
- (r) Goods and Services Tax pursuant to the *Excise Tax Act*, r.s.c. 1985, c.E-15, and in particular Part IX; and
- (s) Such further and other relief as this Honourable Court may deem appropriate.

DATED at the City of Edmonton, in the Province of Alberta, this 11th day of October, 2001 and DELIVERED by Ackroyd, Piasta, Roth & Day LLP, Barristers and Solicitors, 1500, 10665 - Jasper Avenue, Edmonton, Alberta, T5J 3S9, Solicitors for the Plaintiff herein, whose address for service is in care of the said Solicitors.

ISSUED out of the Office of the Clerk of the Court of Queen's Bench of Alberta, Judicial District of Red Deer, this _____ day of October, 2001.

CLERK OF THE COURT

TO: BP CANADA ENERGY COMPANY

You have been sued. You are the Defendant. You have only 15 days to file and serve a Statement of Defence or Demand of Notice. You or your lawyer must file your Statement of Defence or Demand of Notice in the office of the Clerk of the Court of Queen's Bench in Red Deer, Alberta. You or your lawyer must also leave a copy of your Statement of Defence or Demand of Notice at the address for service for the Plaintiffs named in the Statement of Claim.

WARNING: If you do not do both things within 15 days, you may automatically lose the law suit. The Plaintiffs may get a Court Judgment against you if you do not file, or do not give a copy to the Plaintiffs, or do either thing late.

This Statement of Claim is issued by the Solicitor for the Plaintiffs, whose name and address for service is

ACKROYD, PIASTA, ROTH & DAY LLP
Barristers and Solicitors
1500, 10665 - Jasper Avenue
Edmonton, Alberta
T5J 3S9
Richard C. Secord
Phone: (780) 423-8905
Fax: (780) 423-8946

The Plaintiffs' residences are: Sundre, Grande Prairie, Calgary and Red Deer, Alberta

The Defendant carries on business in Calgary and elsewhere in the Province of Alberta.

**IN THE COURT OF QUEEN'S BENCH OF ALBERTA
JUDICIAL DISTRICT OF RED DEER**

BETWEEN:

RALPH CHARLES THOMPSON, DIANE PATRICIA THOMPSON, JOHN MURRAY JANS, BEVERLEY EVONNE JANS, LANE TRAVIS EARL JANS, by his next friend BEVERLEY EVONNE JANS, LEAH PATRICIA MARIE JANS, by her next friend, BEVERLEY EVONNE JANS, LACEY KATHLEEN DAWN JANS, by her next friend, BEVERLEY EVONNE JANS, LANDON CHARLES MICHAEL JANS, by his next friend, BEVERLEY EVONNE JANS, WILLIAM TREVOR THOMPSON, TERESA LYNNE THOMPSON, TRACY MICHELE THOMPSON, JACKSON ANTHONY BROWN, by his next friend, TRACY MICHELE THOMPSON, ALYSSA PRESLEY BROWN-THOMPSON by her next friend, TRACY MICHELE THOMPSON, BRENDA DAWN THOMPSON AND MICHAEL TROY THOMPSON
Plaintiffs,

- and -

BP CANADA ENERGY COMPANY
Defendant.

STATEMENT OF CLAIM

ACKROYD, PIASTA, ROTH & DAY LLP
Barristers and Solicitors
1500, 10665 - Jasper Avenue
Edmonton, Alberta
T5J 3S9
Richard C. Secord
phone: (780) 423-8905
fax: (780) 423-8946
File No. 127,817 RS