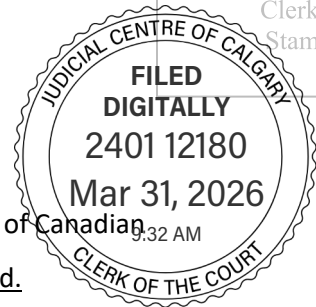


COURT FILE NO. 2401-12180  
COURT COURT OF KING'S BENCH OF ALBERTA  
JUDICIAL CENTRE CALGARY  
PLAINTIFF Patricia Urie as Representative Plaintiff  
DEFENDANTS ATCO Ltd. operating under the firm name and style of Canadian  
Utilities Ltd., ATCO Energy Ltd. and ATCO Electric Ltd.  
*A Class Proceeding under the Class Proceedings Act*

Alberta Rules of  
Court  
Rule 3.25  
Form 10  
Clerk's  
Stamp



DOCUMENT **AMENDED AMENDED STATEMENT OF CLAIM**

AMENDED *Wayne Laporte*  
on Mar 31, 2026  
before the close of pleadings

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## NOTICE TO THE 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.

### I. STATEMENT OF FACTS RELIED ON

#### A. Parties

1. The Proposed Representative Plaintiff, Patricia Urie ("Urie") is a long-term resident and business owner of the Town of Jasper, in the Province of Alberta.

2. Urie files this Claim on behalf of a proposed class of “all residents and businesses of the Town of Jasper, Alberta as of September 4, 2022”.
3. The Defendant, ATCO Ltd., is the parent company within the ATCO group of companies, and supplier of electricity to consumers in Alberta. ATCO Electric Ltd. (hereinafter "ATCO Electric") is owned by CU Inc., which in turn is owned by Canadian Utilities Limited, of which ATCO Ltd. is the majority shareholder. ATCO Structures & Logistics Ltd. (hereinafter "ASL") is a member of the ATCO group of companies, and affiliate of ATCO Electric, as is ATCO Energy Ltd. which has electricity contracts with the proposed Class members" ("ATCO") at all material times are and remain corporations, operating under Alberta laws and carried on business in Alberta.
4. ATCO has traditionally supplied power to the Town of Jasper, provided through a natural gas Power generated plant, the Astoria Hydroelectric Generating Station situated within the town providing a safe supply of power.

**B. Particulars of the Claim**

5. In 2017, ATCO chose to abandon the existing power system in favour of installing a new single-circuit line providing power from hundreds of kilometers away, leading directly to the Town of Jasper, and for the sole purpose of supplying electricity to the proposed Class members, herein after referred to as “Interconnection Project”.
6. Over the course of approval hearings in relation to the Interconnection Project, and otherwise, ATCO was repeatedly warned by Jasper residents and others, and ATCO employees of the risk of future power outages from falling trees, branches, bird strikes, accidents and fire.
7. Notwithstanding the repeated warnings, ATCO chose to abandon the existing power structure and proceed with the single circuit line.
8. In addition, ATCO failed to complete a proper risk assessment as to the risk of fire and resulting loss prior to proceeding. ATCO knew or ought to have known the way they designed, hired contractors and constructed the Interconnection Project, it presented the risk of lengthy electricity outages resulting from forest fires and tree falls, which was foreseeable. ATCO knew or ought to have known that the town of Jasper residents and businesses directly relied on the electricity supplied by the Interconnection Project, and they were in a proximate relationship to the Interconnection Project and ATCO. All loss and damage described herein was therefore foreseeable.

9. In completing the ~~line~~ Interconnection Project, ATCO failed to take the necessary safety precautions in construction to prevent or alleviate damage from tree falls and wildfires and failed to follow their own risk assessment guidelines, including failure to properly remediate against wildfire.
  
10. When building the Interconnection Project, ATCO Electric took advantage of its position as a regulated utility to benefit its unregulated affiliate, ATCO Structures & Logistics Ltd. (“ASL”). ATCO Electric knowingly sole-sourced a major contract for the Interconnection Project transmission line with a First Nation, at rates above fair market value to secure a contract and a financial benefit for ASL. ATCO Electric then sought recovery of millions of dollars above fair market costs from ratepayers for that sole-source contract. Further, ATCO Electric created a misleading paper trail justifying its decision and concealing critical information regarding the decision to sole-source the contract – namely, to benefit its unregulated affiliate ASL – to avoid detection of its actions and improperly recover those above fair market costs from Alberta ratepayers (all of which is hereinafter referred to as the “Illegal Scheme”) – the Illegal Scheme is detailed in Alberta Utilities Commission (AUC) Decision 27013-D01-2022, the facts from which are hereby adopted and plead, and resulted in a fine of \$31 Million Dollars.
  
11. Participation in the Illegal Scheme resulted in neglect, short cuts and cost cutting measures, including sole-sourcing a contract, not approved by the AUC because the Illegal Scheme was concealed from the AUC, in the design, implementation and construction of the Interconnection Project. This put the proposed Class members electricity supply at risk, and in September 2022 caused a lengthy power outage to the Town of Jasper. These factors were concealed by ATCO from the Regulator and the residents and businesses of Jasper.
  
12. On September 4, 2022, fire, tree falls and collapse of the power poles and lines (the “wildfire”) along the Interconnection Project resulted in the interruption of power to the entire Town of Jasper resulting in significant property damage. The power interruption closed the Town of Jasper, and presented a significant deterrent, to tourists, taking the Town's businesses’ livelihoods away during peak tourist and residency season; and causing business owners and residents to incur property damage, expense, loss of revenue and interference with their lives, work and property. The result of this devastating wildfire was power interruption for several weeks and residents and businesses were expected to be on generator power until power restoration. The said power interruption caused property damage and was caused solely by the negligence of ATCO.

C. Negligence

13. ATCO had a duty of care to the class to design, and construct electricity infrastructure, which would provide uninterrupted, stable and reliable electricity, and to prevent wildfire or tree fall, and to protect the class against wildfire power interruption, and breached that duty and was therefore negligent.
  
14. The said power interruption was caused solely by the negligence of ATCO, particulars of which include:
  - (a) ATCO's failure to meet its duty of care in being entrusted with the Interconnection Project connecting Jasper to Alberta's electricity system project;
  - (b) ATCO's failure to properly design, construct, maintain, manage, operate, and protect the system;
  - (c) ATCO's failure to adequately deal with the problems of the existing Palisades Power Plant when it identified the problem at the outset;
  - (d) ATCO's failure to undertake the proper risk assessment and risk management in relation to the feasibility of buried lines and the challenges associated with rocky terrain;
  - (e) ATCO's failure to have a system in place with the capacity to survive wildfires and its failure to take into account the vulnerability of the wooden poles, made out of trees, in the event of forest fires;
  - (f) ATCO's failure to consider and mitigate the risk of forest fires, especially, in the face of the Athabasca River wildfire which destroyed a number of poles, and the pine beetle devastation of the forest in the area of the Interconnection Project, which killed countless trees, creating fuel for the wildfire;
  - (g) ATCO's failure to properly construct and install its proposed single-circuit unit, and their method of choosing Contractors to do the work, along with their ultimate choices of Contractors;
  - (h) ATCO's failure to perform regular inspections before or after the fire incident;
  - (i) ATCO's failure to deal with the hazards;

- (j) ATCO's failure in providing a safe and reliable power distribution system prior to decommissioning the existing power plant and, especially, when it knew its proposed alternative single circuit system was not a safe and reliable system; ^
- (k) ATCO negligently misrepresented to the class, that ~~they~~ the Interconnection Project would provide a safe supply of power to the community. ATCO failed to disclose the Illegal Scheme, which significantly increased the risks associated with construction of a major power line built through forested land, thereby making the likelihood of wildfire and prolonged power interruption more likely than represented;
- (l) Failing to design the cut-line for the Interconnection Project to be standard width or greater, and instead used a narrower cut-line width, allowing trees and limbs to encroach, fall on, interfere with and damage the power lines, causing the wildfire;
- (m) Failing to design the cut-line for the Interconnection Project to be standard width or greater, and instead used a narrower cut-line width, which allowed the heat and flames from a wildfire to affect the power poles and lines and electricity flowing to Jasper;
- (n) Failing to protect the wooden power poles with fire retardant materials;
- (o) The Illegal Scheme for construction of the Interconnection Project described above; and
- (p) Failing to cover or insulate power lines used on the Interconnection Project, knowing that when the Interconnection Project power lines hit each other, due to wind, tree falls, burnt power poles collapsing, they spark and cause, prolong and reignite, the wildfire.

**D. Breach of Contract**

- 15. ATCO was under contract to provide electricity to proposed Class members. ATCO breached its contract with the class as a result of the said power interruption as the purpose of the contract was to provide power to the community. ATCO's participation in the Illegal Scheme breached the contract for electricity, and caused or contributed to the power interruption.

**E. Damages**

- 16. As a result of the said negligence and/or breach of contract, the class suffered damages including:

- (a) Loss of enjoyment of their property;
- (b) Costs associated with alternative power;
- (c) Costs associated with finding alternative solutions;
- (d) Emotional and psychological damages;
- (e) Cost of additional living expenses due to loss of power in residence; and
- (f) Property damage including spoiled food, damaged buildings or infrastructure.

## II. REMEDY SOUGHT

17. The Plaintiff therefore claims against the Defendant:

- (a) An order for certification, to include the Common Issue of Aggregate Damages;
- (b) General damages in the amount of \$10,000,000.00;
- (c) Special damages to an amount to be proven at the trial of this action to include lost income and expenses incurred;
- (d) Punitive damages in the amount of \$31 million dollars;
- (e) Interest under the *Judgment Interest Act*, RSA 2000, c J-1;
- (f) Costs; and
- (g) Such further and other relief as this Honourable Court deems just.

### 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 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 lawsuit 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.