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| **COURT FILE NUMBER** | Clerk’s Stamp |
| **COURT** | KING’S BENCH OF ALBERTA |
| **JUDICIAL CENTRE** | EDMONTON |
| **PLAINTIFFS** |  |
| **DEFENDANT** |  |
| **DOCUMENT** | **STATEMENT OF CLAIM** |
| **ADDRESS FOR SERVICE AND CONTACT INFORMATION OF****PARTY FILING THIS DOCUMENT** |  |

**NOTICE TO DEFENDANT**

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:**

1. The Plaintiff, COMPANY, is an Alberta corporation that previously carried on the business of ITEM using the name “COMPANY”.
2. The Plaintiff, COMPANY, is an Alberta corporation.
3. The Plaintiff, NAME OF PERSON, is an individual residing in Edmonton, Alberta.
4. The Plaintiff, NAME OF PERSON, is an individual residing in Edmonton, Alberta.
5. The Defendant, NAME OF CORPORATION, is a Province of Alberta Crown Corporation constituted under the *ATB Financial Act*, RSA 2000, c A-45.2, and is a system of branches within the Treasury Department of the Government of Alberta with branches throughout the Province of Alberta.
6. NAME OF PERSON is a director and shareholder of COMPANY.
7. NAME OF PERSON is a director of COMPANY.
8. COMPANY is a shareholder of COMPANY.
9. COMPANY began banking with COMPANY in DATE.
10. In or around DATE, COMPANY entered into an agreement to provide ITEMS to a customer, NAME OF PERSON, in exchange for payment of AMOUNT.
11. In DATE, NAME OF PERSON, on behalf of COMPANY, began communicating with COMPANY, NAME OF PERSON, to make arrangements for a AMOUNT payment to be made from NAME OF PERSON to COMPANY.
12. On DATE, COMPANY successfully processed Visa payments from NAME OF PERSON representative, NAME OF PERSON, in the amounts of AMOUNTS. NAME OF PERSON further provided NAME OF PERSON with confirmation of those payments.
13. At this time, COMPANY provided NAME OF PERSON with copies of:
	1. NAME OF PERSON passport;
	2. COMPANY/ Visa receipts for the payments processed; and
	3. NAME OF PERSON Visa card that was used for payments.
14. On DATE, COMPANY reversed the AMOUNT Visa payments that COMPANY had processed on DATE.
15. On DATE, NAME OF PERSON advised COMPANY that it was terminating its agreement with COMPANY due to COMPANY inability to process the Visa payments that NAME OF PERSON had made. COMPANY subsequently entered into a new agreement with NAME OF PERSON whereby it agreed to provide ITEM to NAME OF PERSON in exchange for payment of AMOUNT.
16. On DATE, COMPANY entered into an agreement with COMPANY to purchase ITEM in exchange for payment of AMOUNT. COMPANY intended on then selling those ITEMS to NAME OF PERSON pursuant to its new agreement for AMOUNT.
17. Throughout DATE, NAME OF PERSON, on behalf of COMPANY, had regular communications with NAME OF PERSON regarding obtaining payment to COMPANY from NAME OF PERSON. NAME OF PERSON recommended that it would be best for COMPANY customer to send funds to it by wire transfer.
18. On DATE, NAME OF PERSON advised COMPANY that NAME OF PERSON had sent a wire transfer of AMOUNT to NAME OF PERSON’s bank account at BANK.
19. On DATE, in reliance on NAME OF PERSON’s representation that NAME OF PERSON had sent a wire transfer of AMOUNT to NAME OF PERSON’s bank account at BANK, NAME OF PERSON deposited cheques totalling AMOUNT from his BANK account to COMPANYs’ COMPANY Account.
20. COMPANY was immediately able to access those funds from the COMPANY Account and, as such, believed that NAME OF PERSON’s AMOUNT transfer to NAME OF PERSON’s bank account at BANK had been successfully completed.
21. From DATE, NAME OF PERSON released ITEMS to NAME OF PERSON. NAME OF PERSON’s father, NAME OF PERSON, made payment of AMOUNT to NAME OF PERSON. COMPANY agreed to repay that amount to NAME OF PERSON and expected to have funds available from NAME OF PERSON’s AMOUNT wire transfer to repay that amount.
22. From DATES, COMPANY transferred funds from the COMPANY Account to various parties, including:
	1. AMOUNT via EFT to a ACCOUNT held by NAME OF PERSON, which were to be used to repay NAME OF PERSON on behalf of COMPANY;
	2. AMOUNT via EFT to a ACCOUNT held by CHARITY, which were a charitable donation to a registered charity;
	3. AMOUNT via EFT to a ACCOUNT held by NAME OF PERSON, which were to be used to repay NAME OF PERSON on behalf of COMPANY;
	4. AMOUNT via Interac e-transfers to various ACCOUNTS held by NAME OF PERSON, NAME OF PERSON, COMPANY, and CHARITY (the “E-Transfers”) for the following purposes:
		1. funds sent to NAME OF PERSON and NAME OF PERSON were to be used to repay NAME OF PERSON on behalf of COMPANY;
		2. funds sent to COMPANY were to be used to amounts owing from COMPANY to COMPANY for advertising; and
		3. funds sent to CHARITY were a charitable donation to a registered charity;
	5. AMOUNT via online bill payment to the City of Edmonton for payment of property taxes; and
	6. AMOUNT to the Canada Revenue Agency for outstanding taxes.
23. On DATE, NAME OF PERSON advised COMPANY that the wire transfer to his BANK account had been rejected. NAME OF PERSON further advised that NAME OF PERSON had sent a new AMOUNT wire transfer to COMPANY Account. NAME OF PERSON then advised NAME OF PERSON that NAME OF PERSON had provided the AMOUNT wire transfer to COMPANY Account.
24. Later on DATE, COMPANY locked COMPANY Account. COMPANY further reversed the E-Transfers and labelled several of them with a fraud status of “Scam”. COMPANY, NAME OF PERSON and NAME OF PERSON subsequently had funds frozen at BANK, BANK, and BANK.
25. On or about DATE, BANK advised NAME OF PERSON that COMPANY had reported the transfers from COMPANY to NAME OF PERSON and NAME OF PERSON as being fraudulent.
26. On DATE, COMPANY attempted to cancel its agreement with NAME OF PERSON, since it had not received payment from NAME OF PERSON. However, NAME OF PERSON refused to cancel the agreement, since it had already released ITEMS to NAME OF PERSON.
27. On DATE, COMPANY filed a Statement of Claim in Court of King’s Bench Action NUMBER OF ACTION. In the Fraud Claim, COMPANY alleged that COMPANY, COMPANY, NAME OF PERSON, NAME OF PERSON, and various other parties, had engaged in a fraudulent scheme to defraud COMPANY Financial and obtain funds under false pretences. COMPANY further named BANK and BANK as Defendants in the Fraud Claim.
28. On or about DATE, BANK received the Fraud Claim from COMPANY and subsequently restrained all funds in NAME OF PERSON and NAME OF PERSON’s BANK accounts as outlined in the Fraud Claim, totalling approximately AMOUNT.
29. COMPANY did not serve the Fraud Claim on COMPANY, COMPANY, NAME OF PERSON and NAME OF PERSON until DATE.
30. Since COMPANY filed the Fraud Claim and reported the E-Transfers as being “Scam” transactions, COMPANY, COMPANY, NAME OF PERSON and NAME OF PERSON have been unable to bank with any financial institutions in Canada. As such, they have been unable to obtain any payment from NAME OF PERSON for the amounts owing to COMPANY, and they have been unable to repay NAME OF PERSON the amounts owing to him.

**Negligence**

1. COMPANY owed a duty of care to COMPANY and breached the requisite standard of care by failing to place any type of hold on the cheques that COMPANY deposited into its COMPANY Account and allowing COMPANY to immediately transfer funds from the COMPANY Account to various creditors.
2. COMPANY has suffered damages because of COMPANY’s negligence.

**Negligent Misrepresentation**

1. By allowing COMPANY to immediately transfer funds from the COMPANY Account to various creditors, COMPANY negligently misrepresented to COMPANY that there were sufficient funds available from the cheques.
2. COMPANY reasonably relied on COMPANY’s misrepresentation, given that it was able to immediately transfer all funds from the COMPANY Account.
3. COMPANY has suffered damages as a result of COMPANY’s negligent misrepresentations.

**Interference with Contractual Relations**

1. COMPANY had a contract with NAME OF PERSON, and COMPANY was aware of that contract.
2. COMPANY intentionally interfered with the performance of that contract by refusing to allow COMPANY to receive payment by credit card and by reporting that COMPANY had engaged in fraudulent transactions.
3. COMPANY has suffered damages as a result of COMPANY’s interference with its contract with NAME OF PERSON.

**Defamation**

1. COMPANY defamed COMPANY, NAME OF PERSON by reporting to other financial institutions that they had engaged in fraudulent activity.
2. Those reports:
	1. lowered the reputation of the Plaintiffs;
	2. referred to the Plaintiffs; and
	3. were communicated to other financial institutions, including BANK, BANK and BANK.
3. The Plaintiffs have suffered damages as a result of COMPANY defamation.

**Damages**

1. As a result of COMPANY negligence, negligent misrepresentation, interference with contractual relations, and defamation, the Plaintiffs have suffered damages in the amount of at least AMOUNT, including:
	1. lost profits from COMPANY contract with NAME OF PERSON;
	2. amounts that remain owing to NAME OF PERSON pursuant to his loan;
	3. the complete loss of COMPANY business;
	4. interest on the funds that were restrained; and
	5. such further damages as may be proven at trial.

**Punitive Damages**

1. COMPANY conduct was harsh, reprehensible, malicious, oppressive and high-handed, and a marked departure from how COMPANY should have treated the Plaintiffs. As such, the Plaintiffs are entitled to punitive damages in the amount of at least AMOUNT.

**Remedy sought:**

1. Judgment against COMPANY in the amount of AMOUNT, or such other amount as may be proven at trial.
2. Judgement for punitive damages in the amount of at least AMOUNT.
3. Interest pursuant to the *Judgment Interest Act*, RSA 2000, c J-1, as amended.
4. Costs on a solicitor and own client, full indemnity basis.
5. Such further and other relief as this Honourable Court determines just and/or equitable in the circumstances.

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| **NOTICE TO THE DEFENDANT**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 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. |