

CV 11-16524  
Court File No.

**ONTARIO  
SUPERIOR COURT OF JUSTICE**

**B E T W E E N**

CINDY MARIE GALE and PAUL RAE GIBBON

Plaintiffs

and

NORQUAY DEVELOPMENTS LIMITED, COINAMATIC CANADA INC.,  
UNION GAS LIMITED and CAROLYN DEDRICK

Defendants

Proceedings under the *Class Proceedings Act, 1992*

**NOTICE OF ACTION**

TO THE DEFENDANTS

A LEGAL PROCEEDING HAS BEEN COMMENCED AGAINST YOU by the plaintiffs. The claim made against you is set out in the statement of claim served with this notice of action.

IF YOU WISH TO DEFEND THIS PROCEEDING, you or an Ontario lawyer acting for you must prepare a statement of defence in Form 18A prescribed by the Rules of Civil Procedure, serve it on the plaintiff(s) lawyer(s) or, where the plaintiff(s) do(es) not have a lawyer, serve it on the plaintiff(s), and file it, with proof of service, in this court office, WITHIN TWENTY DAYS after this notice of action is served on you, if you are served in Ontario.

If you are served in another province or territory of Canada or in the United States of America, the period for serving and filing your statement of defence is forty days. If you are served outside Canada and the United States of America, the period is sixty days.

Instead of serving and filing a statement of defence, you may serve and file a notice of intent to defend in Form 18B prescribed by the Rules of Civil Procedure.

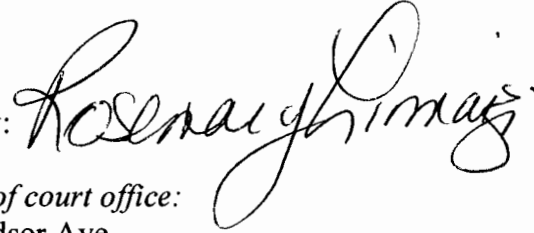
This will entitle you to ten more days within which to serve and file your statement of defence.

IF YOU FAIL TO DEFEND THIS PROCEEDING, JUDGMENT MAY BE GIVEN AGAINST YOU IN YOUR ABSENCE AND WITHOUT FURTHER NOTICE TO YOU.

IF YOU WISH TO DEFEND THIS PROCEEDING BUT ARE UNABLE TO PAY LEGAL FEES, LEGAL AID MAY BE AVAILABLE TO YOU BY CONTACTING A LOCAL LEGAL AID OFFICE.

Date: JUN 29 2011

Issued by:



*Address of court office:*

245 Windsor Ave.

Windsor, ON

TO:  
NORQUAY DEVELOPMENTS LIMITED  
301 - 100 Wellington Street  
London ON N6B 2K6

AND TO:  
UNION GAS LIMITED  
50 Keil Drive North  
Chatham ON N7M 5M1

AND TO:  
COINAMATIC CANADA INC.  
301 Matheson Blvd. West  
Mississauga ON

AND TO:  
CAROLYN DEDRICK  
301 - 100 Wellington Street  
London ON N6B 2K6

## CLAIM

1. The following definitions apply for the purposes of this notice of action:
  - (a) **“Building”** means the premises municipally described as 168 Victoria Street South, in Woodstock, Ontario;
  - (b) **“Carolyn”** means Carolyn Dedrick;
  - (c) **“Cindy”** means Cindy Marie Gale;
  - (d) **“CJA”** means the *Courts of Justice Act*, R.S.O., 1990 c.C.43, as amended;
  - (e) **“Class”** or **“Class Members”** means all individuals excluding the defendants and their senior officers and employees, who on March 27, 2011;
    - (i) resided in a **Unit** in the **Building**; or
    - (ii) rented a **Unit** in the **Building**; or
    - (iii) were present in the **Building**; or
    - (iv) owned property that was located in a **Unit** in the **Building**;
  - (f) **“Coinamatic”** means Coinamatic Canada Inc.;
  - (g) **“CPA”** means the *Class Proceedings Act, 1992*, S.O. 1992 c.6, as amended;
  - (h) **“Explosion”** means an explosion and fire that occurred at the **Building** on March 27, 2011;
  - (i) **“Norquay”** means Norquay Developments Limited;
  - (j) **“Paul”** means Paul Rae Gibbon;
  - (k) **“Union Gas”** means Union Gas Limited; and
  - (l) **“Unit”** or **“Units”** means an apartment or other utilizable space located at the **Building**.

2. The plaintiffs claim on their own behalf and on behalf of the Class for:
- (a) an order certifying this action as a class proceeding and appointing them representative plaintiffs of the Class;
  - (b) a declaration that the Explosion which occurred at the Building was caused by the defendants;
  - (c) a declaration that the Explosion which occurred at the Building constituted a nuisance;
  - (d) a declaration that the defendants, or some of them, or one of them, or any combination thereof, were negligent in respect of the Explosion which occurred at the Building;
  - (e) a declaration that the defendants, or some of them, or one of them, are strictly liable for the damages caused by the Explosion under the principle of *Rylands v. Fletcher*;
  - (f) a declaration that each of the defendants owed a duty of care to the Class and breached the reasonable standard of care expected of them in the circumstances;
  - (g) a declaration that Norquay failed to maintain the Building in a manner that was fit for habitation and interfered with the Class Members' reasonable enjoyment of the premises and their Units;
  - (h) a declaration that Norquay was in breach of contract to the Class;
  - (i) general damages, punitive damages and the costs of administering the plan of distribution of the recovery in this action, in the amount of \$50,000,000, or such other sum as this Honourable Court finds appropriate;
  - (j) special damages and pecuniary damages in the amount of \$10,000,000, or such other sum as this Honourable Court finds appropriate;
  - (k) such further and other special damages as may be incurred from the date hereof until trial, or final disposition of this action, particulars of which will ultimately be furnished to the defendants;
  - (l) an order directing a reference or giving such other directions as may be necessary to determine issues not determined at the trial of the common issues;
  - (m) prejudgment interest, compounded, or pursuant to s. 128 of the *CJA*;

- (n) costs of this action pursuant to the *Act*, or in the alternative, on a substantial indemnity basis, or in the further alternative, in an amount that provides full indemnity, plus applicable taxes; and
- (o) such further and other relief as this Honourable Court deems just.

#### **THE PARTIES**

3. Cindy leased and resided in Unit #107 in the Building.

4. Paul leased and resided in Unit #303 in the Building.

5. Norquay is an Ontario corporation with head office in London, Ontario. At all material times, Norquay was the owner and manager of the Building located at 168 Victoria Street South, in Woodstock, Ontario. Norquay is vicariously liable for the acts and omissions of its employees, agents and servants, including Carolyn.

6. Carolyn resides in the Province of Ontario. At all material times, Carolyn was an employee, agent or servant of Norquay who was the on-site building manager at the Building. Norquay is vicariously responsible for Carolyn's acts and omissions.

7. Coinamatic is a Canadian corporation with head office in Mississauga, Ontario. At all material times, Coinamatic installed and owned and maintained the gas-powered laundry appliances in the laundry room of the Building. Coinamatic is vicariously liable for the acts and omissions of its employees, agents and servants.

8. Union Gas is an Ontario corporation with head office in Chatham, Ontario. On its website, it describes itself as a major Canadian natural gas storage, transmission and distribution company based in Ontario with 100 years of experience and service to customers. Union Gas' distribution business serves 1.3 million residential, commercial and industrial customers in more than 400 communities across northern, southwestern and eastern Ontario. Union Gas supplied and transmitted the gas for the laundry room in the Building. Union Gas is vicariously liable for the acts and omissions of its employees, agents and servants.

#### **THE BUILDING AND THE EXPLOSION**

9. The Building is located in the City of Woodstock. The Building consists of approximately 45 residential apartments and common areas, including onsite parking.

10. This action concerns the Explosion which originated in the laundry room located in the basement of the Building on March 27, 2011 at approximately 8:20 a.m.. Smoke emanated as a result of the Explosion and spewed dioxins, furans and hydrocarbons and other toxic material into the Building and into its Units.

11. As a result of the Explosion, the Class Members were evacuated from their Units. They suffered physical injury, including death. Their property was damaged and/or destroyed. Due to the extensive damage and the total destruction of the

Building caused by the Explosion, the Class Members have been forced to permanently live in alternate, inadequate accommodations.

12. The Explosion and the consequent release of smoke, vapours and toxins constituted an unreasonable and substantial interference with the reasonable use and enjoyment of the lands and premises and the health, safety, comfort and convenience of the members of the Class for which the defendants, or some of them, or one of them, are strictly liable, and also constituted a private and public nuisance for which the defendants, their agents, servants or employees, any one or all of them, or any combination of them are responsible to the Class.

13. The Explosion and the consequent damages was caused by the breach of contract of Norquay and the negligence of the defendants, their agents, servants or employees, any one or all of them, or any combination thereof, and as such, they are responsible to the Class.

14. As a result of the Explosion, the Building has been demolished.

15. As a result of the defendants' negligence, breach of contract, nuisance and strict liability, the Class Members sustained damages, including personal injury, displacement, emotional distress and economic loss for which the defendants are liable. They will continue to suffer loss and damage, including physical injuries, interference with their safety, comfort and convenience. They incurred expenses, including

relocation costs, cleanup expenses and loss of income, all of which was foreseeable and the direct result of the Explosion at the Building.

16. The Class Members plead that the conduct of the defendants, as particularized above, was high-handed, intentional, outrageous, reckless, wanton, entirely without care and grossly negligent. They disregarded the safety and rights of each Class Member, were indifferent to the consequences of their acts and omissions and were motivated by economic considerations, and as such, renders each of them liable to pay aggravated, exemplary and punitive damages.

17. The plaintiffs plead and rely upon the following statutes and regulations thereunder, as amended: the *CJA, CPA*, the *Negligence Act*, R.S.O. 1990, c.N-1, the *Occupiers' Liability Act*, R.S.O. 1990, c. O-2., the *Residential Tenancies Act, 2006*, S.O. 2006, c.-17, and strict liability under the principal of *Rylands v. Fletcher* (1868), L.R.3 H.L. 330.

18. The plaintiffs propose that this action be tried in the City of Woodstock.

June 29, 2011

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CINDY MARIE GALE et al.

Plaintiffs

vs. NORQUAY DEVELOPMENTS LIMITED

Defendants

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PROCEEDINGS COMMENCED AT WINDSOR

**NOTICE OF ACTION**

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