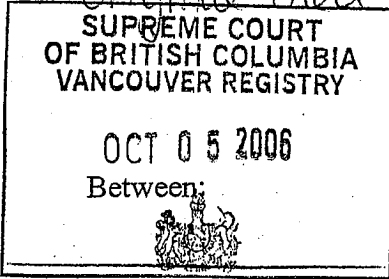


Amended pursuant to the Order of Master Donaldson
made August 16, 2006 and Supreme Court Rule 15(5)

Original filed May 25/05

No. L051279
Vancouver Registry



In the Supreme Court of British Columbia

CATALYST PAPER CORPORATION formerly
known as Norske Skog Canada Limited

Plaintiff

and:

ATOFINA CHEMICALS INC., ARKEMA INC., ARKEMA
CANADA INC., ARKEMA S.A., TOTALFINAELF S.A.,
TOTAL S.A, FMC CORPORATION, FMC of CANADA, LTD.,
SOLVAY INTEROX INC., SOLVAY AMERICA INC.,
SOLVAY CHEMICALS INC., SOLVAY S.A., DEGUSSA
COPORATION, DEGUSSA A.G., DEGUSSA CANADA INC.,
EKA CHEMICALS, INC., EKA CHEMICALS CANADA INC.,
AKZO NOBEL, INC., AKZO NOBEL CHEMICALS
INTERNATIONAL B.V., AKZO NOBEL CHEMICALS LTD.,
KEMIRA CHEMICALS INC., KEMIRA OYJ, and KEMIRA
CHEMICALS CANADA INC.

Defendants

AMENDED WRIT OF SUMMONS

(Name and address of each plaintiff):

Catalyst Paper Corporation formerly known as Norske Skog Canada Limited
c/o Camp Fiorante Matthews
4th Floor, 555 West Georgia Street
Vancouver, BC V6B 1Z6

(Name and address of each defendant):

Atofina Chemicals Inc.
2000 Market Street
Philadelphia, Pennsylvania 19103
USA

C 12 & 13
AC

Arkema S.A.
4-8 cours Michelet, La Defense 10
92091 Paris la Defense
France

Arkema Inc.
2000 Market Street
Philadelphia, Pennsylvania 19103

Arkema Canada Inc.
655 Alphonse-Deshaies Boulevard
Becancour, Quebec G9H 2Y8

TotalFinaElf S.A.
2 Place de la Coupole
La Defense 6
92400 Courbevoie, France

Total S.A.
2 Place de la Coupole
La Defense 6
92400 Courbevoie, France

FMC Corporation
1735 Market Street
Philadelphia, Pennsylvania 19103

FMC of Canada Ltd
2147 Pulp Mill Rd.
P.O. Box 2366
Prince George, British Columbia

Solvay Interox Inc.
3333 Richmond Avenue
Houston, Texas 77098

Solvay America Inc.
3333 Richmond Avenue
Houston, Texas 77098

Solvay Chemicals, Inc.
3333 Richmond Avenue
Houston, TX 77098

Solvay S.A.
Rue du Prince Albert
B-1050

Brussels, Belgium

Degussa Corporation
379 Interpace Parkway
Parsippany, New Jersey 07054

Degussa A.G.
Weissfrauenstrasse 9
D-60311 Frankfurt on Main
Frankfurt, Germany

Degussa Canada Inc.
235 Orenda Road
Brampton, Ontario L6T 1E6

EKA Chemicals, Inc.
1775 West Oak Commons Court
Marietta, Georgia 30062

EKA Chemicals Canada Inc.
39 Industrial Street
Toronto, Ontario M4G 1Z2

Akzo Nobel, Inc.
252 West Van Buren Street
Chicago, Illinois 60607

Akzo Nobel Chemicals International B.V.
Velperweg 76
P.O. Box 9300
6800 SB Arnhem, The Netherlands

Akzo Nobel Chemicals Ltd.
1 City Center Drive
Suite 320
Mississauga, Ontario L5B 1M2

Kemira Chemicals Inc.
245 Townpark Drive
Suite 200
Kennesaw, Georgia 30144

Kemira Oyj
Porkkalankatu 3
P.O. Box 330
00101 Helsinki, Finland

Kemira Chemicals Canada Inc.
1380 Country Road #2
P.O. Box 615
Maitland, Ontario K0E 1P0

ELIZABETH THE SECOND, by the Grace of God, of the United Kingdom, Canada and Her other Realms and Territories, Queen, Head of the Commonwealth, Defender of the Faith.

To the defendant(s):

TAKE NOTICE that this action has been commenced against you by the plaintiff(s) for the claim(s) set out in this writ.

IF YOU INTEND TO DEFEND this action, or if you have a set off or counterclaim that you wish to have taken into account at the trial, YOU MUST

(a) GIVE NOTICE of your intention by filing a form entitled "Appearance" in the above registry of this court, at the address shown below, within the Time for Appearance provided for below and YOU MUST ALSO DELIVER a copy of the Appearance to the plaintiff's address for delivery, which is set out in this writ, and

(b) if a statement of claim is provided with this writ of summons or is later served on or delivered to you, FILE a Statement of Defence in the above registry of this court within the Time for Defence provided for below and DELIVER a copy of the Statement of Defence to the plaintiff's address for delivery.

YOU OR YOUR SOLICITOR may file the Appearance and the Statement of Defence. You may obtain a form of Appearance at the registry.

JUDGMENT MAY BE TAKEN AGAINST YOU IF

(a) YOU FAIL to file the Appearance within the Time for Appearance provided for below, or

(b) YOU FAIL to file the Statement of Defence within the Time for Defence provided for below.

TIME FOR APPEARANCE

If this writ is served on a person in British Columbia, the time for appearance by that person is 7 days from the service (not including the day of service).

If this writ is served on a person outside British Columbia, the time for appearance by that person after service is 21 days in the case of a person residing anywhere within Canada, 28 days in the case of a person residing in the United States of America, and 42 days in the case of a person residing elsewhere.

[or if the time for appearance has been set by order of the court, within that time]

TIME FOR DEFENCE

A Statement of Defence must be filed and delivered to the plaintiff within 14 days after the later of:

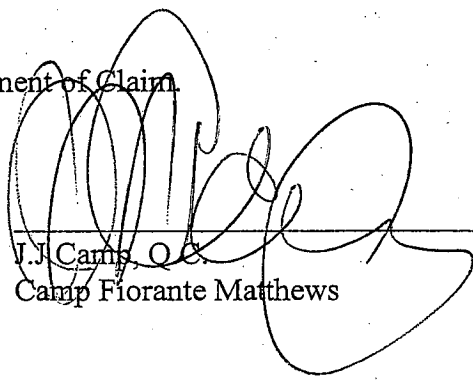
- (a) the time that the Statement of Claim is served on you (whether with this writ of summons or otherwise) or is delivered to you in accordance with the Rules of Court, and
- (b) the end of the Time for Appearance provided for above.

[or, if the time for defence has been set by order of the court, within that time.]

(1) The address of the registry is: 800 Smithe Street, Vancouver, BC, V6Z 2E1
(2) The plaintiff's address for delivery is: Camp Fiorante Matthews 4th Floor, 555 West Georgia Street Vancouver, BC V6B 1Z6
(3) The name and office address of the plaintiff's solicitor is: David G. A. Jones Camp Fiorante Matthews 4th Floor, 555 West Georgia Street Vancouver, BC V6B 1Z6

The plaintiff's claim is set out in the attached Statement of Claim.

Dated: May 25, 2005 _____


I.J. Camps, Q.C.
Camp Fiorante Matthews

Endorsement for Service Ex Juris

The plaintiff claims the right to serve this Writ of Summons on defendants residing outside British Columbia on the grounds that:

- (a) the claim is in respect of a tort committed in British Columbia pursuant to Rule 13(1)(h);
- (b) a person outside British Columbia is a necessary or proper party to a claim properly brought against some other person duly served in British Columbia; and
- (c) the claim arises out of goods or merchandise sold or delivered in British Columbia, pursuant to Rule 13(1)(o).

Amended pursuant to the Order of Master Donaldson
made August 16, 2006 and Supreme Court Rule 15(5)

No. L051279
Vancouver Registry

In the Supreme Court of British Columbia

Between:

CATALYST PAPER CORPORATION formerly
known as Norske Skog Canada Limited

Plaintiff

and:

A TOFINA CHEMICALS INC., ARKEMA INC., ARKEMA
CANADA INC., ARKEMA S.A., TOTALFINAELF S.A.,
TOTAL S.A, FMC CORPORATION, FMC of CANADA, LTD.,
SOLVAY INTEROX INC.; SOLVAY AMERICA INC.,
SOLVAY CHEMICALS INC., SOLVAY S.A., DEGUSSA
COPORATION, DEGUSSA A.G., DEGUSSA CANADA INC.,
EKA CHEMICALS, INC., EKA CHEMICALS CANADA INC.,
AKZO NOBEL, INC., AKZO NOBEL CHEMICALS
INTERNATIONAL B.V., AKZO NOBEL CHEMICALS LTD.,
KEMIRA CHEMICALS INC., KEMIRA OYJ, and KEMIRA
CHEMICALS CANADA INC.

Defendants

BROUGHT UNDER THE *CLASS PROCEEDINGS ACT*, R.S.B.C. 1996, c. 50

AMENDED STATEMENT OF CLAIM

THE REPRESENTATIVE PLAINTIFFS

1. Catalyst Paper Corporation ("Catalyst") formerly known as Norske Skog Canada Limited, formerly known as Fletcher Challenge Canada Limited, is a corporation pursuant to the laws of Canada with its head office in Vancouver, British Columbia. During the Class Period as defined in paragraph 2 below, Catalyst purchased hydrogen peroxide for use in its pulp mill operations.

THE CLASS AND THE CLASS PERIOD

2. This action is brought against defendants who manufactured hydrogen peroxide and/or downstream derivative products sodium perborate and sodium percarbonate (collectively

referred to as "hydrogen peroxide") on behalf of the plaintiff and all persons resident in British Columbia who purchased hydrogen peroxide manufactured by the defendants (collectively the "Class Members") from 1994 to the present (the "Class Period") or such other class definition or class period as the Court may ultimately decide on the motion for certification.

HYDROGEN PEROXIDE

3. Hydrogen peroxide is an inorganic chemical compound in liquid form that is a strong oxidizing agent. Hydrogen peroxide is widely used in the pulp and paper industry for the bleaching of pulps, and is also used for bleaching textiles in the textiles industry, in chemical and laundry products and other bleaching related markets, including the hair care industry, and is also used in industrial wastewater treatment, and as a disinfectant and sterilizer. Hydrogen peroxide is sold in various standard and specialty grades and each grade is available in different concentrations. Sodium perborate and sodium percarbonate are downstream derivatives of hydrogen peroxide in dry form also used as bleaching agents.

4. Starting in 1994, the defendants implemented a series of co-ordinated price increase announcements in respect of hydrogen peroxide which have continued throughout the Class Period. During the Class Period, there were no practical or reasonable substitutes for hydrogen peroxide. To the extent that innovations were possible, the defendants were, as a result of their market position and resources, best suited to participate in such developments.

5. The defendants in this action manufactured, marketed, sold, and/or distributed the vast majority of hydrogen peroxide that was sold or distributed in Canada during the Class Period.

THE DEFENDANTS

6. Total S.A. ("Total") is a French corporation with its principal place of business in Paris, France. Total was formed in or about May 2003, as a result of the corporate reorganization of the defendant TotalFinaElf S.A, which was formed following an amalgamation between TotalFina S.A. and Elf Aquitaine S.A. Following the corporate reorganization of the Total group of companies, the defendant and wholly owned subsidiary of Total, Atofina Chemicals Inc. ("Atofina"), was renamed Arkema Inc. ("Arkema"), in or about October 2004.

The defendant Arkema Canada Inc. ("Arkema Canada"), is a wholly owned subsidiary of Arkema (formerly Atofina) and is headquartered in Oakville, Ontario. Following a further reorganization, the defendant, Arkema S.A. a French corporation with its principal place of business in Paris, France, is the ultimate parent of Arkema and Arkema Canada.

7. Other defendants involved in the corporate structure of Total, Atofina and Arkema Canada and having involvement in the alleged wrongful activities described herein, include the predecessor and successor companies involved in the organization of Total, Atofina and Arkema Canada, and their corresponding parent companies (the "Atofina defendants"). The Atofina defendants therefore include Atofina, Arkema S.A., Arkema, Arkema Canada, TotalFinaElf S.A. and Total.

8. The business of each of Atofina, Arkema S.A., Arkema, Arkema Canada, TotalFinaElf S.A., and Total is inextricably interwoven with that of the other and each is the agent of the other for the purposes of the manufacture, marketing, sale and/or distribution of hydrogen peroxide in Canada for the purposes of the conspiracy described below.

9. The defendant FMC Corporation is a Delaware corporation with its principle places of business in Philadelphia, Pennsylvania, and Chicago, Illinois. At all material times, FMC Corporation directly, and/or through the control of its subsidiaries and affiliates, including FMC of Canada Ltd., manufactured, marketed, sold and/or distributed hydrogen peroxide in Canada.

10. The business of each of FMC Corporation and FMC of Canada Ltd. (collectively "FMC") is inextricably interwoven with that of the other and each is the agent of the other for the purposes of the manufacture, marketing, sale and/or distribution of hydrogen peroxide in Canada for the purposes of the conspiracy described below.

11. The defendant Solvay S.A. is a Belgian corporation with its principal place of business in Brussels, Belgium. At all material times, Solvay S.A. manufactured, marketed, sold and/or distributed hydrogen peroxide in Canada either directly or indirectly through the control of its predecessors, affiliates and/or subsidiaries, including its wholly owned subsidiaries, Solvay America, Solvay Interox and Solvay Chemicals.

12. The defendant Solvay America Inc. ("Solvay America") is a Delaware corporation with its principal place of business in Houston, Texas. At all material times, Solvay America manufactured, marketed, sold and/or distributed hydrogen peroxide in Canada, both directly and through its predecessors, affiliates and/or subsidiaries including its wholly owned subsidiary, defendant Solvay Interlox Inc. ("Solvay Interlox") which also has its principle place of business in Houston, Texas.

13. The defendant, Solvay Chemicals, Inc., ("Solvay Chemicals") was formed in or about late 2004 from the combination of Solvay Interlox, Solvay Minerals and Solvay Flourides and maintains its principal place of business in Houston Texas. Solvay Chemicals is a Delaware corporation and a wholly owned subsidiary of Solvay, S.A. At all material times, Solvay Chemicals directly and/or through the control of its subsidiaries and affiliates, manufactured, marketed, sold and/or distributed hydrogen peroxide in Canada.

14. The business of each of Solvay S.A., Solvay America, Solvay Interlox, and Solvay Chemicals (collectively "Solvay") is inextricably interwoven with that of the other and each is the agent of the other for the purposes of the manufacture, marketing, sale and/or distribution of hydrogen peroxide in Canada, and for the purposes of the conspiracy described hereinafter.

15. The defendant Degussa A.G. is a German corporation with its principal place of business in Dusseldorf, Germany. At all material times, Degussa A.G. manufactured, marketed, sold and/or distributed hydrogen peroxide in Canada, either directly or indirectly through control of its predecessors, affiliates and/or subsidiaries, including its wholly owned subsidiary Degussa Corporation, an Alabama corporation with its principle place of business in Persippany, New Jersey.

16. The defendant Degussa Canada Inc. is the Canadian subsidiary of Degussa A.G.. Degussa Canada Inc. is involved in the manufacture, marketing, distribution and/or sale of hydrogen peroxide in Canada.

17. The business of each of Degussa A.G., Degussa Corporation, and Degussa Canada Inc., (collectively "Degussa") is inextricably interwoven with that of the other and each

is the agent of the other for the purposes of the manufacture, marketing, sale and/or distribution of hydrogen peroxide in Canada, and for the purposes of the conspiracy described hereinafter.

18. The defendant Akzo Nobel Chemicals International B.V. is a Netherlands company with its principal place of business in Arnhem, the Netherlands. At all material times, Akzo Nobel Chemicals International B.V., either directly and/or indirectly through the control of its subsidiaries and affiliates, manufactured, marketed, sold and/or distributed hydrogen peroxide in Canada, including its wholly owned subsidiaries, Akzo Nobel Inc., a Delaware corporation, EKA Chemicals Inc., a Delaware corporation, EKA Chemicals Canada Ltd., an Ontario corporation and Akzo Nobel Chemicals Ltd. with its place of business in Mississauga, Ontario.

19. The business of each of Akzo Nobel Chemicals International B.V., Akzo Nobel Inc., Akzo Nobel Chemicals Ltd., EKA Chemicals Inc., EKA Chemicals Canada Inc., (collectively "Akzo") is inextricably interwoven with that of the other and each is the agent of the other for the purposes of the manufacture, marketing, sale and/or distribution of hydrogen peroxide in Canada, and for the purposes of the conspiracy described hereinafter.

20. The defendant Kemira OYJ ("Kemira OYJ") is the ultimate parent company of Kemira Chemicals Inc. and Kemira Chemicals Canada Inc. and is headquartered in Helsinki, Finland. At all material times, Kemira OYJ, either directly and/or indirectly through the control of its subsidiaries and affiliates, manufactured, marketed, sold and/or distributed hydrogen peroxide in Canada.

21. The defendant Kemira Chemicals Inc. ("Kemira Chemicals") is a Georgia corporation with its principal place of business in Kennesaw, Georgia. Kemira Chemicals operates facilities in Kennesaw, Georgia, Firtville, Indianapolis, Marietta, Georgia, Midway, Georgia, and Washougal, Washington.

22. The defendant Kemira Chemicals Canada Inc. ("Kemira Canada") is an Ontario corporation with its principal place of business in Toronto, Ontario. Kemira Canada is a wholly owned subsidiary of the defendant Kemira OYJ. Kemira Canada operates manufacturing facilities in Ontario.

23. The business of each of Kemira Oyj, Kemira Chemicals and Kemira Canada (collectively "Kemira") is inextricably interwoven with that of the other and each is the agent of the other for the purposes of the manufacture, marketing, sale and/or distribution of hydrogen peroxide in Canada, and for the purposes of the conspiracy described hereinafter.

THE MANUFACTURE OF HYDROGEN PEROXIDE

24. During the Class Period, the defendants dominated the Canadian, North American and world markets for the manufacture, marketing, sale and/or distribution of hydrogen peroxide in the foregoing manner, and were thus in a position to engage in the unlawful practices as alleged by the plaintiff.

25. The Solvay companies are currently the world's leading producers of hydrogen peroxide and its derivatives, with production units worldwide and approximately \$258 million (USD) in annual sales of hydrogen peroxide. The defendant Solvay Interlox had a North American capacity for hydrogen peroxide production of approximately 107,000 metric tonnes in 1998. Solvay Interlox has annual sales of approximately \$137 million (USD) from the sale of hydrogen peroxide and sodium perborate.

26. Degussa acquired the hydrogen peroxide business of DuPont in or about 1998 and became the largest producer of hydrogen peroxide in the United States, with a production capacity of 261,000 metric tonnes in 1998. Degussa ranks second worldwide in hydrogen peroxide production.

27. The Atofina defendants were the world's third largest hydrogen peroxide producer in 1998 with a production capacity of 341,000 metric tonnes and operating plants in Europe, North America, and Asia. The Atofina defendants operate a plant in Bécancour, Quebec which had a North American capacity for hydrogen peroxide production of 73,000 metric tonnes in 1998. The Atofina defendants also purchased DuPont's hydrogen peroxide plant in Memphis, Tennessee in 1998, which produces approximately 70,000 metric tonnes per year.

28. Akzo is one of the world's largest manufacturers of hydrogen peroxide, with a total global production capacity of 245,000 tonnes, and production plants in Sweden, Norway,

the United States, and Venezuela. Akzo had a North American production capacity of 35,000 metric tonnes of hydrogen peroxide production in 1998.

29. FMC had a production capacity of approximately 128,000 metric tonnes of hydrogen peroxide in 1998, and has operated hydrogen peroxide plants in Prince George, British Columbia; Bayport, Texas; and, Spring Hill, West Virginia as well as Europe and the Far East. FMC is the largest North American headquartered producer of hydrogen peroxide.

INVESTIGATIONS INTO CARTEL CONDUCT

30. On January 31, 2005, the European Commission antitrust regulators confirmed that the European Commission had formally charged 18 chemical companies including Total/Arkema, Kemira, Solvay, Degussa, and Akzo with fixing prices of hydrogen peroxide during the period from 1994 to 2001.

31. On February 9, 2005, FMC Corporation confirmed in a Securities Exchange Commission form 8K filing that on January 28, 2005, it received a Statement of Objections from the European Commission concerning alleged violation of the competition law in the hydrogen peroxide business in Europe during the period from 1994 to 2001. FMC Corporation further confirmed that it received a subpoena for documents from a U.S. federal grand jury sitting in the Northern District of California, which is investigating anticompetitive conduct in the hydrogen peroxide business in the United States during the period from 1994 to 2003.

THE CONSPIRACY AND TORTIOUS INTERFERENCE WITH ECONOMIC INTERESTS

32. Senior executives and employees of the defendants, acting in their capacities as agents for the defendants, conspired with each other to illegally fix the prices of hydrogen peroxide sold in British Columbia and in Canada. In furtherance of the conspiracy, such persons engaged in communications, conversations and attended meetings with each other in which these persons unlawfully agreed to:

- (a) fix, increase and maintain at artificially high levels the prices at which the defendants would sell hydrogen peroxide in British Columbia and in Canada; and

- (b) exchange information in order to monitor and enforce adherence to the agreed-upon prices for hydrogen peroxide.

33. During the Class Period, at times and places unknown to the plaintiff, the defendants wrongfully, unlawfully, maliciously and lacking *bona fides* conspired and agreed together, the one with the other or others of them and with their servants and agents:

- (a) to suppress and eliminate competition in the sale of hydrogen peroxide in British Columbia and in Canada by fixing the price of hydrogen peroxide at artificially high levels;
- (b) to prevent or lessen, unduly, competition in the manufacture, sale and distribution of hydrogen peroxide in British Columbia and in Canada by reducing the supply of hydrogen peroxide;
- (c) to allocate among themselves the customers for hydrogen peroxide in British Columbia and in Canada;
- (d) to allocate among themselves and others market shares of hydrogen peroxide in British Columbia and in Canada;
- (e) to allocate among themselves and others all or part of certain contracts to supply hydrogen peroxide in British Columbia and in Canada;
- (f) to refrain from submitting truly competitive bids for hydrogen peroxide in British Columbia and in Canada; and
- (g) to submit collusive, non-competitive and rigged bids for hydrogen peroxide in British Columbia and in Canada.

34. The defendants were motivated to conspire and their predominant purposes and predominant concerns were:

- (a) to harm the plaintiff and other Class Members by requiring them to pay artificially high prices for hydrogen peroxide; and

- (b) to illegally increase their profits on the sale of hydrogen peroxide.

35. In furtherance of the conspiracy, during the Class Period, the following acts were done by the defendants, their servants and agents:

- (a) they agreed to fix, increase and maintain at artificially high levels the price of hydrogen peroxide and to coordinate price increases for the sale of hydrogen peroxide;
- (b) they agreed to allocate the volumes of sales of, and customers and markets for hydrogen peroxide among themselves;
- (c) they agreed to reduce the supply of hydrogen peroxide;
- (d) they met secretly to discuss prices and volumes of sales of hydrogen peroxide;
- (e) they exchanged information regarding the prices and volumes of sales of hydrogen peroxide for the purposes of monitoring and enforcing adherence to the agreed-upon prices, volumes of sales and markets;
- (f) they instructed members of the conspiracy at meetings not to divulge the existence of the conspiracy; and
- (g) they disciplined any corporation which failed to comply with the conspiracy.

COMPETITION ACT

36. The acts particularized in paragraphs 32 to 35 were in breach of Part VI of the *Competition Act* RS 1985 c. C-34 and render the defendants liable to pay the damages pursuant to s. 36 of the *Competition Act*.

CIVIL CONSPIRACY

37. Further, or alternatively, the acts particularized in paragraphs 32 to 35 were unlawful acts directed towards the plaintiff and the other Class Members which unlawful acts the

defendants knew in the circumstances would likely cause injury to the plaintiff and the other Class Members, and the defendants are liable for the tort of civil conspiracy.

TORTIOUS INTERFERENCE WITH ECONOMIC RELATIONS

38. Further, or alternatively, the acts particularized in paragraphs 32 to 35 were unlawful acts intended to cause the plaintiff and the other Class Members economic loss and constituted tortious interference with the economic interests of the plaintiff and the other Class Members and render the defendants liable to pay the resulting damages.

AGENCY

39. The acts alleged in this claim to have been done by each corporate defendant were authorized, ordered and done by each corporate defendant's officers, directors, agents, employees or representatives while engaged in the management, direction, control or transaction of its business affairs.

UNJUST ENRICHMENT, WAIVER OF TORT AND CONSTRUCTIVE TRUST

40. In the alternative, the plaintiff waives the tort and pleads that it and the other Class Members are entitled to recover under restitutionary principles.

41. The defendants have each been unjustly enriched by the receipt of the induced overcharge on the sale of hydrogen peroxide. The plaintiff and the other Class Members have suffered a deprivation in the amount of such overcharge attributable to the sale of hydrogen peroxide in British Columbia and in Canada.

42. Since the artificially induced overcharge received by the defendants from the plaintiff and each Class Member resulted from the defendants' wrongful or unlawful acts, there is and can be no juridical reason justifying the defendants' retaining any part of such overcharge.

43. The defendants are constituted as constructive trustees in favour of the plaintiff and the other Class Members for all of the artificially induced overcharge from the sale of hydrogen peroxide because, among other reasons:

- (a) the defendants were unjustly enriched by the artificially induced overcharge;
- (b) the plaintiff and the other Class Members suffered a deprivation because of the artificially induced overcharge;
- (c) the defendants engaged in inappropriate conduct and committed a wrongful act in conspiring to fix the price of hydrogen peroxide;
- (d) the artificially induced overcharge was acquired in such circumstances that the defendants may not in good conscience retain it;
- (e) justice and good conscience require the imposition of a constructive trust;
- (f) the integrity of the marketplace would be undermined if the court did not impose a constructive trust; and
- (g) there are no factors that would, in respect of the artificially induced overcharge, render the imposition of a constructive trust unjust.

44. The plaintiff pleads that equity and good conscience requires the defendants to hold in trust for the plaintiff and the other Class Members all of the artificially induced overcharge from the sale of hydrogen peroxide and to disgorge this overcharge to the plaintiff and the other Class Members.

DAMAGES

45. The plaintiff and the other Class Members have suffered damages as a result of the foregoing conspiracy, which had the effect of raising, maintaining and stabilizing prices of hydrogen peroxide at artificial non-competitive levels.

46. During the Class Period, the plaintiff and the other Class Members have purchased millions of dollars of hydrogen peroxide manufactured and distributed by the defendants. By reason of the alleged violations of the *Competition Act* and the common law, the plaintiff and the other Class Members paid more for hydrogen peroxide than they would have paid in the absence of the illegal combination and conspiracy. As a result, they have been

injured in their business and property and have suffered damages in an amount presently undetermined, which damages are recoverable pursuant to section 36 of the *Competition Act* and further, or alternatively, are recoverable at common law.

47. The plaintiff asserts that its combined damages and those of the other Class Members are capable of being quantified on an aggregate basis as the difference between the prices actually obtained by the defendants for hydrogen peroxide and the prices which would have been obtained in the absence of the illegal agreements.

PUNITIVE DAMAGES

48. The plaintiff pleads that the defendants' conduct as particularized in paragraphs 32 to 35 was high-handed, outrageous, reckless, wanton, entirely without care, deliberate, callous, disgraceful, wilful, in contumelious disregard of the plaintiff's rights and the rights of each Class Member and as such renders the defendants liable to pay punitive damages.

THE RELEVANT STATUTES

49. The plaintiff pleads and relies upon the *Class Proceedings Act*, R.S.B.C., 1996 c. 50, and the *Competition Act*, R.S. 1985, c. 19, (2nd Supp.).

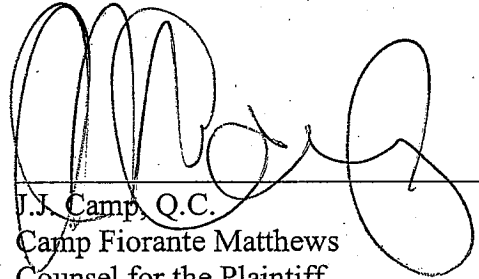
WHEREFORE the plaintiff, on its own behalf, and on behalf of the Class Members, claims against the defendants:

- (a) an order certifying this action as a class proceeding and appointing the plaintiff as the representative plaintiff;
- (b) general damages for conspiracy, tortious interference with economic interests, and conduct contrary to Part VI of the *Competition Act*, R.S. 1985, c. 19 (2nd Suppl.), s. 45(1)(c);
- (c) a declaration that the defendants have been unjustly enriched at the expense of the plaintiff and the other Class Members by their receipt of the ill-gotten overcharge;

- (d) a declaration that the defendants hold the ill-gotten overcharge in a constructive trust for the benefit of the plaintiff and the other Class Members;
- (e) an order directing the defendants to disgorge their ill-gotten overcharge;
- (f) punitive damages;
- (g) prejudgment interest pursuant to the *Court Order Interest Act*, R.S.B.C. 1996, c. 78, s. 128; and
- (h) such further and other relief as to this Honourable Court may seem just.

DATED at Vancouver, British Columbia this 25th day of May, 2005.

PLACE OF TRIAL: VANCOUVER, BRITISH COLUMBIA



J.J. Camp, Q.C.
Camp Fiorante Matthews
Counsel for the Plaintiff