



Court File No.

**ONTARIO
SUPERIOR COURT OF JUSTICE**

Electronically issued : 12-Mar-2021
Délivré par voie électronique :
Toronto

SUSAN WILLIAMS

Plaintiff

and

ENBRIDGE GAS INC. and ENBRIDGE INC.

Defendants

PROCEEDING UNDER the *Class Proceedings Act, 1992*

STATEMENT OF CLAIM

TO THE DEFENDANTS

A LEGAL PROCEEDING HAS BEEN COMMENCED AGAINST YOU by the Representative Plaintiff. The Claim made against you is set out in the following pages.

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 Representative Plaintiff's lawyer or, where the Representative Plaintiff does not have a lawyer, serve it on the Representative Plaintiff, and file it, with proof of service in this court office, WITHIN TWENTY DAYS after this Statement of Claim 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.

TAKE NOTICE: THIS ACTION WILL AUTOMATICALLY BE DISMISSED if it has not been set down for trial or terminated by any means within five years after the action was commenced unless otherwise ordered by the court.

Date March 12, 2021 Issued by "Issued Electronically"
Local Registrar

Address of court office: Superior Court of Justice
393 University Avenue, 10th Floor
Toronto, ON M5G 1E6

TO: Enbridge Gas Inc.
500 Consumers Road
Toronto, ON M2J 1P8

AND TO: Enbridge Inc.
425 1st Street SW
Suite 3000
Calgary, AB T2P 3L8

CLAIM

Definitions

1. The following terms used throughout this Statement of Claim have the meanings indicated:

(a) "Affected Period" means,

- (i) in relation to the EI Plan, the period from December 12, 1988 until the date of trial; and,
- (ii) in relation to the EGD Plan, the period from December 20, 1990 until the date of trial;

(b) "Class" means and "Class Members" mean,

- (i) all persons who are or were members of one or both Enbridge Pension Plans; *and*
- (ii) who did not accrue Credited Service in the Enbridge Pension Plans during a Statutory Leave during the Affected Period; *and*
- (iii) who, as of the date of certification of this Class Action or as of the date of the cessation of their employment are or were Salaried Employees.

- (c) "Credited Service" means years of service in an Enbridge Pension Plan as that term is defined in the Enbridge Pension Plans;
- (d) "EGD Plan" means the Pension Plan for Employees of the Enbridge Gas Distribution Inc. and Designated Affiliated, Associated, and Subsidiary Companies, a defined benefit pension plan sponsored and administered by Enbridge;
- (e) "EI Plan" means the Retirement Plan for the Employees of Enbridge Inc. and Affiliates, a defined benefit pension plan sponsored and administered by Enbridge;
- (f) "Employment Standards Legislation" means the Labour Standards Act, RSNL 1990, c L-2; the *Labour Standards Code*, RSNS 1989, c 246; the *Labour Standards Act*, RSNWT (Nu) 1988, c L-1; the *Employment Standards Act*, RSY 2002, c 72; the *Employment Standards Act*, SNB 1982, c E-7.2; the *Employment Standards Act*, RSPEI 1988, c E-6.2; the *Employment Standards Act*, SNWT 2007, c 13; the *Employment Standards Act, 2000*, SO 2000, c 41; the *Act respecting labour standards*, CQLR c N-1.1; the *Civil Code of Québec*, CQLR c CCQ-1991; the *Employment Standards Code*, CCSM c E110; the *Saskatchewan Employment Act*, SS 2013, c S-15.1; the *Employment Standards Act*, RSBC 1996 c 113; the *Canada Labour Code*, RSB 1985 c L-2; and the *Employment Standards Code*, RSA 2000, c E-9;

-v-

- (g) “Enbridge” means the Defendants Enbridge Gas Inc. and Enbridge Inc., together;
- (h) “Enbridge Pension Plans” means the EGD Plan and the EI Plan, with each plan constituting an “Enbridge Pension Plan”, in the singular;
- (i) “Pension Standards Legislation” means the Pension Benefits *Standards Act*, RSC, 1985 c. 32 (2nd Supp); the *Pension Benefits Act*, SNS 2011, c. 41; the *Pension Benefits Act*, 1997, SNL 1996, c P-4.01; the *Pension Benefits Act*, SNB 1987, c P-5.1; the *Supplemental Pension Plans Act*, RSQ, c R-15.1; the *Pension Benefits Act*, RSO 1990, C P.8; *The Pension Benefits Act*, C.C.S.M. c. P32; *The Pension Benefits Act*, 1992, SS 1992, C. P-6.001; the *Employment Pension Plans Act*, RSA 2000, C. E-8; and the *Pension Benefits Standards Act*, RSBC 1996 C. 352;
- (j) “Salaried Employee” means an Enbridge employee who is not a member of a Union;
- (k) “Statutory Leave” means a leave of absence from work due to a pregnancy, maternity, and/or parental leave authorized by Employment Standards Legislation;
- (l) “Union” means an association of workers which is certified to collectively bargain with Enbridge on behalf of unionized employees employed by Enbridge including the Energy and Chemical Workers Union,

Communications, the Energy and Paperworkers' Union of Canada, and Unifor;

(m) "Williams" means Susan Williams, the proposed Representative Plaintiff.

Prayer for Relief

2. Williams claims on her own behalf and on behalf of all Class Members:

- (a) an order certifying this proceeding as a class proceeding and appointing her as Representative Plaintiff for the Class Members;
- (b) a declaration that, during the Affected Period, Enbridge was required by the Enbridge Pension Plans and the Pension Standards Legislation to provide Class Members on a Statutory Leave with Credited Service in the Enbridge Pension Plans;
- (c) a declaration that, during the Affected Period, Enbridge was required by Ontario's Employment Standards Act, 2000 and the Canada Labour Code to provide Class Members on a Statutory Leave with Credited Service in the EGD Plan or the EI Plan, as the case may be;
- (d) a declaration that, during the Affected Period, Enbridge breached Class Members' rights in the Enbridge Pension Plans, Employment Standards Legislation, or both, to provide Credited Service during a Statutory Leave;
- (e) a declaration that, during the Affected Period, Enbridge breached its contractual, statutory, and/or fiduciary duties to Class Members to

provide Credited Service in the Enbridge Pension Plans throughout their Statutory Leaves;

- (f) a declaration that, during the Affected Period, the Defendants had a duty of care to Class Members to provide Credited Service in the Enbridge Pension Plans throughout their Statutory Leaves;
- (g) a declaration that Enbridge breached its contractual, statutory, fiduciary and/or duties of care;
- (h) Special or compensatory damages in an amount to be determined, representing damages on account of the loss of Credited Service in the Enbridge Pension Plans;
- (i) Damages in an amount to be determined at or before trial, representing a tax gross-up to account for the loss of the tax advantages the Class would have enjoyed had the Defendants complied with their obligations to the Class Members;
- (j) An order that Enbridge comply with the Enbridge Pension Plans, the Pension Standards Legislation, and/or the Employment Standards Legislation with respect to the granting of Credited Service to those Class Members who have their benefits in the Enbridge Pension Plans;
- (k) Human rights damages on account of the Defendant's adverse effects discrimination on the basis of sex, gender, and/or family status.

- (l) Prejudgment interest in accordance with section 128 of the *Courts of Justice Act*, R.S.O. 1990, c. C.43, as amended;
- (m) Postjudgment interest in accordance with section 129 of the *Courts of Justice Act*, R.S.O. 1990, c. C.43, as amended;
- (n) The costs of this action on a substantial indemnity basis, plus all applicable taxes;
- (o) The costs of administering the plan of distribution of the recovery in this action; and,
- (p) Such further and other Relief as to this Honourable Court may deem just.

The Parties

3. Enbridge is a Canadian-based multinational corporation that generates, transports and distributes energy. It is the largest company of its kind in North America, serving millions of customers throughout Canada and the United States.

4. Enbridge operates throughout Canada, the United States of America, and internationally.

5. Williams is a fifty-eight (58) year-old woman who resides in the Town of Whitby.

6. Williams was employed by Enbridge Gas Inc. and its predecessors for thirty-one years.

7. More particularly, Williams commenced her employment with the Consumers' Gas corporation in March 1988. Her employment was continued when Consumers' Gas was purchased by another company, which was ultimately renamed Enbridge Gas Distribution Inc. in or around 1998.

8. Enbridge Gas Distribution Inc. later changed its name to Enbridge Gas Inc., one of the Defendants in this Action.

9. At various points during Williams' employment, Enbridge treated her as an employee of the Defendant Enbridge Inc.

10. Williams brings this Action pursuant to the *Class Proceedings Act, 1992* on her own behalf and on behalf of the Class Members as defined in paragraph 1.

Enbridge's Corporate History

11. Enbridge Inc. was initially incorporated by Imperial Oil as Interprovincial Pipe Line Company ("IPL") in or around 1949. Its main purpose was to transport crude oil to refineries in the Canadian prairies.

12. In or around 1950, IPL expanded into the United States. In order to operate the American portion of the pipeline, IPL created the Lakehead Pipe Line Company (now Enbridge Energy Partners).

13. In 1988, IPL changed its name to Interhome Energy Inc and continued its operations.

14. In 1992, Interprovincial Pipe Line System Inc acquired IPL and changed its name once more, this time to IPL Energy Inc.

15. Four years later, in 1996, IPL Energy acquired the Consumers' Gas corporation, and began operating its gas distribution business.

16. At some point in or around 1998, Consumers' Gas became known as Enbridge Gas Distribution Inc.

17. In 1998, IPL Energy officially became Enbridge Inc, its name being a combination of the words "energy" and "bridge". Enbridge Inc. continues to operate IPL Energy's businesses in the pipeline and gas distribution industries, including by operating IPL Energy's former subsidiaries, including Enbridge Gas Distribution Inc.

18. For the next two decades, Enbridge Inc. continued to operate throughout Canada and the United States.

19. In 2019, Enbridge Gas Inc. came into existence. Enbridge Gas Inc. is a major Canadian natural gas company based in Ontario and is a subsidiary of Enbridge Inc. It was created in January 2019 when Union Gas Ltd and Enbridge Gas Distribution Inc. merged to become Enbridge Gas Inc.

20. Other related entities of Enbridge or its subsidiaries include, but are not limited to, Enbridge Pipelines Inc, Enbridge Technology Inc, Enbridge International Inc, NetThruPut Inc., Enbridge Operational Services Inc., Enbridge Gas Services Inc., Enbridge Consumers' Gas, Enbridge Commercial Services Inc., and Enbridge Services

Inc. Employees of these related companies were enrolled in one or both of the Pension Plans at various times.

Enbridge's Pension Plans

21. During the Affected Period, Employees of Enbridge Inc. and Enbridge Gas Inc. were enrolled in and were members of either or both the EI Plan or the EGD Plan. Both were and are defined benefit pension plans. Each of these is described in the paragraphs that follow.

The EGD Plan

22. The EGD Plan was first implemented in 1971 by the Consumers' Gas Company before it was purchased by IPL, and long before the corporate entity became known as Enbridge Gas Distribution Inc. and, ultimately, Enbridge Gas Inc.

23. The EGD Plan, being a defined benefit pension plan, provides a defined benefit to eligible members upon retirement. The benefit received is calculated based on years of service in the EGD Plan, salary, age at the time of retirement, and the formulae set out in the EGD Plan.

24. The EGD Plan is governed by Ontario legislation, including the *Pension Benefits Act* and the *Employment Standards Act, 2000* (the "ESA"). As an Ontario pension plan, it was regulated by the Pension Commission of Ontario until this entity was replaced by the Financial Services Commission of Ontario ("FSCO"). Currently, the EGD Plan is regulated by the Financial Services Regulatory Authority of Ontario.

25. Sometime in or around 1992, Consumers' Gas (as it then was) registered an amendment with FSCO to the EGD Pension Plan.

26. This amendment was made retroactive to December 20, 1990 and intended to bring the EGD Plan in line with what were then recent amendments to the ESA. These amendments required employers to continue benefits, including pension benefits, throughout a Statutory Leave.

27. However, the 1990 amendment was not consistent with the ESA requirements as it required the employees to "opt in" to continuing pension benefits during their leave, rather than requiring the continuation unless employees "opt out".

28. At that time, Enbridge employees were required to make contributions to the EGD Plan in order to accumulate Credited Service.

29. On or about July 1, 2001, Enbridge employees who were members of the EGD Plan were given the option to receive pension benefits through a new defined contribution portion of the EGD Plan. For those who elected to remain in the EGD Plan's defined benefits provisions, the EGD Plan was amended to make it a non-contributory Plan. This meant that members of the EGD Plan who opted to remain in the defined benefit portion of the plan were no longer required to make contributions in order to accumulate Credited Service in the EGD Plan. For those defined benefit members, Enbridge would make all required contributions on their behalf during any Statutory Leave with no need for member contributions.

The EI Plan

30. The EI Plan was implemented in or around 1957 by IPL. Over the years, it transferred through the various corporate entities until it ultimately became the pension plan used by Enbridge Inc. for its employees.

31. The EI Plan is governed by federal legislation, including the Canada Labour Code (RSC, 1985, c. L-2) and the Pension Benefits Standards Act. As a federally regulated pension plan, it is registered with the Office of the Superintendent of Financial Institutions (“OSFI”).

32. Sometime in or around 1990, Enbridge made amendments to the EI Plan in response to changes to the Canada Labour Code. These changes, which came into effect on December 12, 1988, provided that employers must continue to provide EI Plan members with Credited Service while they are on a Statutory Leave.

33. For many years, the EI Plan was a contributory pension plan.

34. As with the EGD Plan, on or about July 1, 2001, Enbridge Inc. introduced a defined contribution option within the EI Plan and amended the defined benefit portion of the EI Plan to become non-contributory. Thus, similar to the EGD Plan, for employees who remained defined benefit members, Enbridge would make all required contributions on their behalf during any Statutory Leave with no need for member contributions.

Statutory Requirements

The EI Plan and Enbridge Inc.

35. At all materials times, the EI Plan was governed by federal law, including the *Canada Labour Code* (RSC, 1985, c. L-2) and the federal Pension Benefits Standards Act (“PBSA”). While members of the EI Plan employed in a provincial jurisdiction were subject to similar provisions in their jurisdiction's Employment Standards Legislation and Pension Standards Legislation, the EI Plan provisions relating to Statutory Leaves were the same for all Plan members.

36. The Canada Labour Code, RSC, 1985 c L-2 provides for protected Pregnancy, Maternity, and Parental leaves at ss. 205-206.1. The Code then provides that pension benefits must continue to accrue throughout the leave, with the employer making all required contributions, where applicable.

37. The *Code* presently states, beginning at s.209.2(1):

Right to benefits

209.2 (1) The pension, health and disability benefits and the seniority of any employee who takes or is required to take a leave of absence from employment under this Division shall accumulate during the entire period of the leave.

[...]

Contributions by employer

(2.1) An employer who pays contributions in respect of a benefit referred to in subsection (1) shall continue to pay those contributions during an employee's leave of absence under this Division in at least the same proportion as if the employee were not on leave unless the employee does not pay the employee's contributions, if any, within a reasonable time.

Failure to pay contributions

(3) For the purposes of calculating the pension, health and disability benefits of an employee in respect of whom contributions have not been paid as required by subsections (2) and (2.1), the benefits shall not accumulate during the leave of absence and employment on the employee's return to work shall be deemed to be continuous with employment before the employee's absence.

Deemed continuous employment

(4) For the purposes of calculating benefits of an employee who takes or is required to take a leave of absence from employment under this Division, other than benefits referred to in subsection (1), employment on the employee's return to work shall be deemed to be continuous with employment before the employee's absence.

38. The specific wording of the above provisions came into effect in 2001, though a similar provision has existed since December 12, 1988, when s. 209.2 was initially introduced into the Canada Labour Code.

39. The PBSA provides that pension plans must be administered in accordance with the filed plan documents. This includes the provision in the EI Plan which provides for ongoing credited service during Statutory Leaves. The *PBSA* also requires the administrator of a plan, in this case Enbridge Inc., to act as a fiduciary in administering the Plan.

The EGD Plan and Enbridge Gas Inc.

40. At all material times, the EGD Plan was governed by Ontario law, including the *Pension Benefits Act* ("PBA") and the *Employment Standards Act, 2000* ("ESA"). While members of the EI Plan employed outside of Ontario within Canada were subject to similar provisions in their jurisdiction's Employment Standards Legislation and Pension

Standards Legislation, the EGD Plan provisions relating to Statutory Leaves were the same for all Plan members.

41. The Plaintiff pleads and relies on s. 51 of the *ESA*. This section, like s. 209.2(1) in the *Canada Labour Code*, mandates that employers must continue employees' benefits, including the crediting of pension credited service, while employees are on approved and protected leaves, including parental, pregnancy, and maternity leaves.

42. The Plaintiff pleads and relies on the wording of the *ESA* that follows:

Rights during leave

51 (1) During any leave under this Part, an employee continues to participate in each type of benefit plan described in subsection (2) that is related to his or her employment unless he or she elects in writing not to do so.

Benefit plans

(2) Subsection (1) applies with respect to pension plans, life insurance plans, accidental death plans, extended health plans, dental plans and any prescribed type of benefit plan.

Employer contributions

(3) During an employee's leave under this Part, the employer shall continue to make the employer's contributions for any plan described in subsection (2) unless the employee gives the employer a written notice that the employee does not intend to pay the employee's contributions, if any.

43. While these provisions came into force in 2000, similar provisions have existed since December 20, 1990.

44. Like the *PBSA*, the *PBA* provides at s. 19 that pension plans must be administered in accordance with the filed plan documents. This would include the

provision in the EGD Plan which provides for ongoing credited service during Statutory Leaves. The *PBA*, at s. 22(1), also requires the administrator of a plan, in this case Enbridge Gas Inc., to act as a fiduciary in administering the plan.

Enbridge's Failure to Provide Class Members Credited Service in the Enbridge Pension Plans in respect of Statutory Leaves

45. While Williams was employed with Enbridge and its predecessors, she was a member of both the EGD Plan and the EI Plan.

46. Williams took Statutory Leaves twice while employed at Enbridge. Her first leave was for the birth of her eldest child and took place from October 14, 1995 to May 6, 1996. Her second leave, for the birth of her youngest child, was from May 29, 1999 to January 31, 2000.

47. Williams pleads, and the fact is, that for these two Statutory Leaves, Enbridge did not credit her with Credited Service. Moreover, she was not provided with the option of contributing to her Pension Plan while on her Statutory Leave.

48. In 2019, Williams' employment was terminated. She was then presented with retirement options by Enbridge, including a termination statement from the EGD Plan. The EGD and EI Plan retirement options documentation omitted the approximately fifteen (15) months that makes up her two Statutory Leaves.

49. Further, as Williams' Statutory Leaves are not recognized in the calculation of Credited Service, Williams' pension benefits have been calculated without reference to this Credited Service.

50. Accordingly, Williams has and will suffer a loss of pension benefits as these are paid to her from the EI Plan and the EGD Plan.

51. Enbridge, during the Affected Period, similarly failed to provide credited service for all other Class Members who took a parental, maternity and/or pregnancy leave while enrolled in either the EI or the EGD Pension Plans, or both.

CAUSES OF ACTION

52. Williams pleads that the Defendants' actions in failing to maintain Class Members' enrolment in the Pension Plans while they were on Statutory Leaves constitutes a breach of legislation, a breach of the Pension Plans, a breach of fiduciary duty, and/or a breach of the Defendants' negligence duties of care as an employer or, further or in the alternative, as the Pension Plan's administrator, and a breach of the Ontario *Human Rights Code*, the *Canada Labour Code*, and any other relevant human rights legislation.

Breaches of the Employment *Standards Act* and the *Canada Labour Code*

53. Williams pleads and relies upon s. 51 of the *Employment Standards Act* as it now exists, and as this section existed as early as December 20, 1990.

54. Williams similarly pleads and relies upon s. 209.2 of the *Canada Labour Code* as it now exists, and as this section existed as early as December 12, 1988.

55. Williams pleads that the Defendants had a statutory obligation to accrue credited service for all Class Members in the Pension Plans while Class Members were on a Statutory Leave at any time throughout the Affected Period.

56. Williams further pleads that the Defendants were not exempt from the operation of this statute by any regulation.

57. Williams pleads that the Defendants breached its duties under legislation by failing to provide Credited Service to Class Members in the Plans while Class Members were on Statutory Leaves.

58. The Class will suffer and/or have suffered damages, detailed below, as a result of these breaches.

Breach of the Pension Plan and Pension Standards Legislation

59. Williams pleads that the Defendants breached their obligations under the Pension Plans when they failed to make contributions for Class Members on a Statutory Leave during the Affected Period.

60. Williams pleads, and the fact is, that the Defendants had a contractual obligation to all eligible members of the Plan to ensure contributions were made on behalf of all eligible members in the Plan.

61. Williams pleads, and the fact is, that the Defendants had a contractual obligation to continue Credited Service accruals for Class Members in the Pension Plans throughout their Statutory Leaves during the Affected Period.

62. Williams pleads, and the fact is, that the Defendants breached one or more or all of these contractual obligations when it failed to continue Credited Service accruals for Class Members.

63. Williams further pleads, and the fact is, that the Defendants had an obligation under Pension Standards Legislation to comply with the terms of the Pension Plans, and it breached these statutory obligations when it failed to continue Credited Service accruals for Class Members.

64. Class Members have and will suffer damages, detailed below, as a result of these breaches.

Breach of Fiduciary Duty

65. The Defendants, as the administrator of the Pension Plans, owed the Class a fiduciary duty, including fiduciary duties under the PBSA and at s. 22(1) of the PBA.

66. As fiduciaries, the Defendants owed the Plaintiff duties of loyalty, utmost good faith and full disclosure.

67. Class Members have and will suffer damages, detailed below, as a result of Enbridge's breaches of fiduciary duty.

Breach of Duty of Care

68. Williams pleads that the Defendants owed a duty of care to all eligible members of the Pension Plans. The Defendants breached this duty to Class Members in their negligent conduct in respect to administration of the Pension Plans.

69. It was foreseeable that negligently failing to include eligible members in the Pension Plans would cause that eligible member to suffer damages in relation to the loss of the accumulation of service in the Pension Plans.

70. The Class Members were in a relationship of proximity to the Defendants at all material times. As eligible members of the Pension Plans, the Class Members were and are in a special relationship with the Defendants as the administrator of the Pension Plans. As employees of the Defendants, Class Members relied on the Defendants to take reasonable steps to ensure that they were accruing service in the Pension Plan when eligible to do so.

71. Further, while on leave, Class Members were in a vulnerable position as they navigated parenthood and care for their infant child.

72. The Defendants breached one or more of the duties of care outlined above.

73. Class Members have and will suffer damages, detailed below, as a result of this negligent conduct.

Breach of the Ontario *Human Rights Code* and the *Canadian Human Rights Act*

74. Williams pleads, and the fact is, that Enbridge's failure to continue accruing Credited Service for Class Members during Statutory Leaves in the defined benefit pension plans disproportionately affected female employees, and exclusively impacted employees with childcare responsibilities. The Ontario *Human Rights Code* and the

Canadian Human Right Act expressly prohibit discrimination on the basis of sex, gender, and family status.

75. By virtue of the facts pleaded above, Enbridge breached the Ontario *Human Rights Code* and the Canadian Human Rights Act by discriminating against class members.

76. The Plaintiff pleads that the Class is entitled to human rights damages on account of Enbridge's discriminatory treatment.

Damages Sustained by the Class

77. By reason of the foregoing, Williams was denied the crediting of or accrual of Credited Service during Statutory Leaves in the Pension Plan from October 14, 1995 to May 6, 1996 and from May 29, 1999 to January 31, 2000.

78. Other Class Members were similarly denied the benefit of accrual of Credited Service during Statutory Leaves arising during the Affected Period.

79. Class Members will or have suffer(ed) damages. These damages are due to Enbridge's failure to grant Class Members the accrual of Credited Service during Statutory Leaves arising during the Affected Period.

80. For greater clarity, the damages suffered by the Class Members related to the loss of accrual of Credited Service have the following impacts:

- (a) For Class Members who are still accruing service, the loss of Credited Service has reduced the service that will form the basis of their future benefits;
- (b) For Class Members who are no longer employed by Enbridge but not yet started their pension, the loss of Credited Service has reduced their future benefits;
- (c) For Class Members who have taken lump sum benefits out of the Pension Plans, the loss of Credited Service reduced the value of the lump sum; and,
- (d) For Class Members who have started to receive monthly pension payments in retirement, the loss of Credited Service has reduced the amount of their pension payments.

81. Williams further pleads that any amounts payable to her and other Class Members in damages ought to be grossed up, where required, to account for the adverse tax consequences that will befall Williams and other Class Members as a result of receiving an amount that will likely be taxed fully as a retiring allowance or income.

82. Williams accordingly pleads damages and the relief outlined in paragraph 2, above.

- 4 -

Place of Trial

83. Williams asks that this Action be tried in the City of Toronto.

March 12, 2021

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Court File No./N° du dossier du greffe: CV-21-00658687-00CP

-and- **ENBRIDGE GAS INC. et al.**
Defendants

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PROCEEDING COMMENCED AT
TORONTO

STATEMENT OF CLAIM

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