

CANADA

PROVINCE OF QUEBEC
DISTRICT OF QUÉBEC

NO:

200-06-000141-120

(Class Action)
SUPERIOR COURT

GLENN WINDER, residing at Uxbridge,
Ontario,

Petitioner;

V.

SNC-LAVALIN GROUP INC., legal
person established pursuant to the Canada
Business Corporations Act, having its head
office at 455 René-Lévesque Blvd. West,
Montreal, Quebec H2Z 1Z3;

and

PIERRE DUHAIME, SNC-Lavalin Group
Inc., 455 René-Lévesque Blvd. West,
Montreal, Quebec H2Z 1Z3;

and

GILLES LARAMÉE, SNC-Lavalin Group
Inc., 455 René-Lévesque Blvd. West,
Montreal, Quebec H2Z 1Z3;

and

IAN A. BOURNE, SNC-Lavalin Group
Inc., 455 René-Lévesque Blvd. West,
Montreal, Quebec H2Z 1Z3;


and

DAVID GOLDMAN, SNC-Lavalin Group
Inc., 455 René-Lévesque Blvd. West,
Montreal, Quebec H2Z 1Z3;

and

PATRICIA A. HAMMICK, SNC-Lavalin
Group Inc., 455 René-Lévesque Blvd.
West, Montreal, Quebec H2Z 1Z3;

and

Le coût du timbre judiciaire
de 119\$ (cent dix neuf dollars) a été payé
payé en ce 1^{er} mars 2012.  gtes

PIERRE H. LESSARD, SNC-Lavalin Group Inc., 455 René-Lévesque Blvd. West, Montreal, Quebec H2Z 1Z3;

and

EDYTHE A. MARCOUX, SNC-Lavalin Group Inc., 455 René-Lévesque Blvd. West, Montreal, Quebec H2Z 1Z3;

and

LORNA R. MARSDEN, SNC-Lavalin Group Inc., 455 René-Lévesque Blvd. West, Montreal, Quebec H2Z 1Z3;

and

CLAUDE MONGEAU, SNC-Lavalin Group Inc., 455 René-Lévesque Blvd. West, Montreal, Quebec H2Z 1Z3;

and

GWYN MORGAN, SNC-Lavalin Group Inc., 455 René-Lévesque Blvd. West, Montreal, Quebec H2Z 1Z3;

and

MICHAEL D. PARKER, SNC-Lavalin Group Inc., 455 René-Lévesque Blvd. West, Montreal, Quebec H2Z 1Z3;

and

HUGH D. SEGAL, SNC-Lavalin Group Inc., 455 René-Lévesque Blvd. West, Montreal, Quebec H2Z 1Z3;

and

ERIC SIEGEL, SNC-Lavalin Group Inc., 455 René-Lévesque Blvd. West, Montreal, Quebec H2Z 1Z3;

and

LAWRENCE N. STEVENSON, SNC-

Lavalin Group Inc., 455 René-Lévesque
Blvd. West, Montreal, Quebec H2Z 1Z3;

and

RIADH BEN AÏSSA, SNC-Lavalin Group
Inc., 455 René-Lévesque Blvd. West,
Montreal, Quebec H2Z 1Z3;

and

STÉPHANE ROY, SNC-Lavalin Group
Inc., 455 René-Lévesque Blvd. West,
Montreal, Quebec H2Z 1Z3;

Defendants;

**MOTION TO AUTHORIZE THE BRINGING OF A CLASS ACTION AND TO OBTAIN THE
STATUS OF REPRESENTATIVE
(Article 1002 C.C.P. and following)**

**TO ONE OF THE HONOURABLE JUSTICES OF THE QUEBEC SUPERIOR COURT,
SITTING IN AND FOR THE DISTRICT OF QUEBEC, YOUR PETITIONER STATES AS
FOLLOWS :**

General presentation

1. The Petitioner wishes to institute a class action on behalf of the following group, of which he is a member (the "Group")

All persons, wherever they may reside or be domiciled, who acquired the securities of SNC-Lavalin Group Inc. ("SNC-Lavalin") from and including March 13, 2009 through and including February 28, 2012 (the "Class Period"), whether in a primary market offering or in the secondary market, except for the Excluded Persons**;

** Excluded Persons are the Defendants, their past and present subsidiaries, affiliates, officers, directors, senior employees, legal representatives, heirs, predecessors, successors, and assigns, and any member of the families of

Pierre Duhaime, Gilles Laramée, Ian A. Bourne, David Goldman, Patricia A. Hammick, Pierre H. Lessard, Edythe A. Marcoux, Lorna R. Marsden, Claude Mongeau, Gwyn Morgan, Michael D. Parker, Hugh D. Segal, Eric Siegel, Lawrence N. Stevenson, Riadh Ben Aïssa and Stéphane Roy (the "Individual Defendants");

or such other group definition as may be approved by the Court (the "Group" or "Members of the Group");

2. The relief that the Petitioner seeks includes the following:
 - a) a declaration that all or some of the core documents (as defined in the *Securities Act*, RSQ, c V-1.1 (the "*Securities Act*")) issued by SNC-Lavalin during the Class Period (the "Impugned Documents") contained one or more misrepresentations;
 - b) damages in an amount equal to the losses that it and the other Members of the Group suffered as a result of purchasing or acquiring the securities of SNC-Lavalin at inflated prices during the Class Period; and
 - c) a declaration that SNC-Lavalin is vicariously liable for the acts and/or omissions of the Individual Defendants, and of its other officers, directors and employees.

The Petitioner

3. The Petitioner is one of thousands of investors who purchased shares of SNC-Lavalin during the Class Period and continued to hold shares of SNC-Lavalin when the price of SNC-Lavalin's securities declined due to the correction of the misrepresentations alleged herein.
4. During the Class Period, on June 21, 2011, the Petitioner purchased 282 shares of SNC-Lavalin at \$55.37 per share over the Toronto Stock Exchange, and continued to own some of those shares when the Class Period ended.

The Defendants

5. SNC-Lavalin is an engineering and construction company. It is a corporation formed under the *Canada Business Corporations Act*, RSC 1985, c C-44 (the "CBCA").
6. At the material times, SNC-Lavalin was a reporting issuer in Quebec and in all other provinces of Canada, and had its registered office and headquarters were and are located in Montreal, Quebec.
7. SNC-Lavalin is a public company and its shares have been listed for trading at all material times on the Toronto Stock Exchange (the "TSX") under the ticker symbol "SNC". Those shares and SNC-Lavalin's other securities also trade and have traded in domestic, alternative trading platforms, and on foreign stock exchanges and alternative trading platforms, including Pure Trading, Toronto Alpha, Chi-X, TriAct, TMX Select, Omega, Liquid Net, Instinet Can, OTC in the United States, and Berlin and Frankfurt. At all material times, the Autorité des marchés financiers was the principal securities regulator of SNC-Lavalin.
8. Pierre Duhaime, Gilles Laramée, Ian A. Bourne, David Goldman, Patricia A. Hammick, Pierre H. Lessard, Edythe A. Marcoux, Lorna R. Marsden, Claude Mongeau, Gwyn Morgan, Michael D. Parker, Hugh D. Segal, Eric Siegel, Lawrence N. Stevenson (the "D&Os") are directors and/or officers of SNC-Lavalin within the meaning of the Quebec *Securities Act*, as well as the analogous statutes in other provinces and territories of Canada: *Securities Act*, RSO 1990, cS5, the *Securities Act*, RSA 2000, c S-4, *Securities Act*, RSBC 1996, c 418, *The Securities Act*, CCSM c S50, *Securities Act*, SNB 2004, c S-5.5, *Securities Act*, RSNL 1990, c S-13, *Securities Act*, SNWT 2008, c 10, *Securities Act*, RSNS 1989, c 418, *Securities Act*, S Nu 2008, c 12, *Securities Act*, RSPEI 1988, c S-3.1,

The *Securities Act*, 1988, SS 1988-89, c S-42.2, and *Securities Act*, SY 2007, c 16, all as amended (the "*Securities Legislation*").

9. Riadh Ben Aïssa and Stéphane Roy are former executive officers of SNC-Lavalin. They resigned on February 9, 2012 in connection with the matters alleged herein.

SNC-Lavalin's Continuous Disclosure Obligations

10. As a reporting issuer in Quebec and elsewhere, SNC-Lavalin was required throughout the Class Period to issue and file with SEDAR:
 - within 60 days of the end of each quarter, quarterly interim financial statements prepared in accordance with GAAP including a comparative statement to the end of each of the corresponding periods in the previous financial year;
 - within 140 days of the end of the fiscal year, annual financial statements prepared in accordance with GAAP, including comparative financial statements relating to the period covered by the preceding financial year; and
 - contemporaneously with each of the above, management's discussion and analysis of each of the above financial statements.
11. The Defendants issued the Impugned Documents referenced herein pursuant to their statutory obligation to do so, and also for the specific purpose of attracting investment in SNC-Lavalin's securities, and in order to induce members of the public to purchase those securities.

SNC-Lavalin's Code of Ethics and Business Conduct

12. During the Class Period, all directors, officers and employees of SNC-Lavalin were bound by its Code of Ethics and Business Conduct (the "Code"), and the Defendants represented (either expressly or implicitly) to the members of the Group that they and SNC-Lavalin's other employees conducted business in compliance with the Code. That representation was false, for the reasons alleged below.

13. The Code provides that:

We all have a responsibility to ensure that SNC-Lavalin's books and records accurately and punctually reflect the Company's transactions, assets and liabilities. We adhere to a proper application of accepted accounting standards and practices, rules, regulations and controls. These commitments include the following:

- Business records, expense reports, invoices, vouchers, payrolls, employee records and other reports are prepared with care and honesty and in a timely fashion.
- All transactions are conducted at the level of authority required by SNC-Lavalin policies and procedures and in compliance with applicable rules and regulations.
- No transaction, asset, liability or other financial information is concealed from management or from SNC-Lavalin's internal and external auditors.
- All efforts are made to resolve all issues and concerns raised in internal and external audit reports.
- Any known inaccuracies, misrepresentations or omissions are disclosed to our customers and suppliers and promptly corrected through credits, refunds or other mutually acceptable means.
- All documents signed are, to the best of our knowledge, accurate and truthful.
- False or misleading entries and unrecorded bank accounts, for any purpose, whether regarding sales, purchases or other Company activity, are strictly prohibited.
- No secret or unrecorded cash funds or other assets are established or maintained for any purpose.

- Unusual financial arrangements with a customer or a supplier (such as over-invoicing or underinvoicing) are prohibited.
- Access to sensitive or confidential information is restricted to ensure that it is not accidentally or intentionally disclosed, modified, misused or destroyed.
- Use of Company funds or assets for any unlawful or improper purpose is strictly prohibited, and those responsible for the accounting and record-keeping functions are expected to be vigilant in ensuring enforcement of this prohibition.

The above list is by no means exhaustive. Suspected breaches of our accounting practices and record maintenance and internal controls that appear to be in violation will be investigated.

[...]

Gifts, favours and entertainment may be given to others at SNC-Lavalin's expense only if they meet all of the following criteria (if made by an agent of SNC-Lavalin, prior SNC-Lavalin approval is required):

- They are consistent with accepted business practices.
- They are of sufficiently limited value, and in a form that could not be construed as a bribe or payoff.
- They are not in violation of applicable laws and generally accepted ethical standards.
- Public disclosure of the facts will not embarrass SNC-Lavalin.

The Defendants' Misrepresentations

14. In the Impugned Documents, SNC-Lavalin misrepresented, in addition to the misrepresentation referred to in para. 12 above, that:

- (a) SNC-Lavalin has an active commitment to be a "responsible global citizen";
- (b) SNC-Lavalin's controls, policies and practices are designed to ensure internal and external compliance with anti-bribery laws;
- (c) SNC-Lavalin has adequate disclosure controls and procedures and internal controls over financial reporting.

15. Such statements were materially false and/or misleading because, in reality, SNC-Lavalin and certain members of its senior management team were engaged in serious, unlawful activities in Libya during the Class Period, which exposed SNC-Lavalin and certain of its senior officers to a material risk of criminal and/or regulatory punishment or enforcement action, including fines in a material amount, as well as severe reputational damage. Moreover, SNC-Lavalin's revenues from its Libyan operations, which were material to SNC-Lavalin, were critically dependent on those unlawful activities by those members of its senior management team, and were therefore unsustainable, but this fact was not disclosed to the Group members during the Class Period.
16. On February 28, 2012, the CBC published an article that revealed that an anonymous letter had been sent to senior executives and directors of SNC-Lavalin outlining a string of criminal allegations involving kickbacks, misuse of supply companies and suggestions that the company has for years been used to funnel money from SNC-Lavalin through "shell companies" back to members of Libya's Gadhafi family.
17. Also on February 28, 2012, SNC-Lavalin issued a press release in which it was stated that SNC-Lavalin had initiated an investigation into \$35 million of payments that were documented to construction projects to which they did not relate, and certain other contracts.
18. As a result, the market value of SNC-Lavalin's securities fell dramatically at that time: in particular, upon the disclosure of the above corrective information, the market price for SNC-Lavalin's shares fell by approximately 21% on extraordinarily heavy trading volume. SNC-Lavalin's shares closed at \$48.37 on the TSX on February 27, 2012 and at \$38.43 on the TSX on February 28, 2012.

The Defendants' Fault

The Defendants Owed Duties to Members of the Group

19. The Defendants owed a duty to the Petitioner and to persons and entities similarly situated, at law and under provisions of the *Securities Act*, to disseminate promptly, or to ensure that prompt dissemination of truthful, complete and accurate statements regarding SNC-Lavalin's business and affairs, and promptly to correct previously-issued, materially inaccurate information, so that the price of SNC-Lavalin's publicly-traded securities was based on complete, accurate and truthful information.
20. At all times material to the matters complained of herein, each of the Defendants knew or ought reasonably to have known that the trading price of SNC-Lavalin's publicly traded securities was directly influenced by the statements disseminated by the Defendants concerning the business and affairs of SNC-Lavalin. In fact, the market for SNC-Lavalin's securities was efficient at all material times and promptly incorporated the misrepresentations alleged herein, thus causing the price of those securities to be artificially inflated.
21. The Defendants knew or ought reasonably to have known that a failure to ensure that SNC-Lavalin's disclosures referenced herein were materially accurate and materially complete would cause SNC-Lavalin's securities to become inflated, and thus would cause damage to persons who invested in SNC-Lavalin's securities while their price remained inflated by such false statements.

The Defendants Violated Their Duties

22. Certain statements made by SNC-Lavalin in the Impugned Documents were materially false and/or misleading. The Petitioner and the Members of the Group relied on such statements directly or indirectly or via the instrumentality of the markets on which SNC-Lavalin's securities traded. When the truth was revealed and true value of SNC-Lavalin's securities became clear, the Petitioner and the Members of the Group were injured thereby.
23. The Petitioner and the Group plead negligent misrepresentation as against the Defendants.
24. SNC-Lavalin's internal controls, which were designed and/or maintained by the D&Os, were inadequate or ignored. The D&Os owed a duty of care to the Petitioner and the Members of the Group to properly design and/or maintain such internal controls. The Petitioner and the Group plead negligence as against the D&Os in connection thereto.
25. At all times material to the matters complained of herein, each of the Defendants ought to have known that SNC-Lavalin's disclosure documents described herein were materially misleading as detailed above. Accordingly, the Defendants have violated their duties to the Petitioner and to persons or entities similarly situated.
26. The reasonable standard of care expected in the circumstances required the Defendants to act fairly, reasonably, honestly, candidly and in the best interests of the Petitioner and the other Members of the Group.

27. The Defendants failed to meet the standard of care required by issuing SNC-Lavalin's disclosure documents during the Class Period, which were materially false and/or misleading as described above.
28. The negligence of the Defendants resulted in the damage to the Petitioner and Members of the Group as pleaded.

The Relationship Between SNC-Lavalin's Disclosures and the Price of SNC-Lavalin's Securities

29. The price of SNC-Lavalin's securities was directly affected during the Class Period by the issuance of the Impugned Documents. The Defendants were aware at all material times of the effect of SNC-Lavalin's disclosures upon the price of its SNC-Lavalin's securities.
30. The Impugned Documents filed, among other places, with SEDAR and the TSX and thereby became immediately available to, and were reproduced for inspection by, the Members of the Group, other members of the investing public, financial analysts and the financial press.
31. SNC-Lavalin routinely transmitted the Impugned Documents to the financial press, financial analysts and certain prospective and actual holders of SNC-Lavalin's securities. SNC-Lavalin provided either copies of the Impugned Documents or links thereto on its website.
32. SNC-Lavalin regularly communicated with the public investors and financial analysts via established market communication mechanisms, including through regular disseminations of press releases on newswire services in Canada, the United States and elsewhere. The price of SNC-Lavalin securities was directly affected each time SNC-

Lavalin communicated new material information about SNC-Lavalin's financial results to the public.

33. SNC-Lavalin was the subject of analysts' reports that incorporated material information contained in the Impugned Documents, with the effect that any recommendations in such reports during the Class Period were based, in whole or in part, upon that information.
34. SNC-Lavalin's securities were and are traded on efficient and automated markets. The price at which SNC-Lavalin's securities traded promptly incorporated material information about SNC-Lavalin's business and affairs, including the omissions and/or misrepresentations described herein, which were disseminated to the public through the Impugned Documents, as well as by other means.

Statutory Liability for Misrepresentations – Secondary Market

35. Each of the Impugned Documents is a "Core Document" within the meaning of the *Securities Legislation*.
36. Some or all of the Impugned Documents contained one or more misrepresentations.
37. Each of the D&Os was an officer and/or director of SNC-Lavalin at all material times. Each of the D&Os authorized, permitted or acquiesced in the release of some or all of the Impugned Documents.
38. SNC-Lavalin is a reporting issuer within the meaning of the *Securities Legislation*.
39. The Petitioner and the Group assert the causes of action set forth in Title VIII, Chapter II, Division II of the *Securities Act* and the equivalent sections of the *Securities*

Legislation as against all Defendants, and will seek leave, if and as required, in connection therewith.

Statutory Liability for Misrepresentations – Primary Market

40. SNC-Lavalin issued a final prospectus on June 26, 2009 (the “Prospectus,” which is an Impugned Document).
41. Pierre Duhaime, Gilles Laramée, David Goldman and Claude Mongeau signed the Prospectuses.
42. The Prospectus contained one or more misrepresentations, or incorporated by reference one or more Impugned Documents which contained misrepresentations.
43. The Petitioner and the Group plead the cause of action found in Title VIII, Chapter II, Division I of the *Securities Act* and the equivalent sections of the *Securities Legislation* as against all Defendants.

Vicarious Liability of SNC-Lavalin

44. SNC-Lavalin is vicariously liable for the acts and/or omissions of the Individual Defendants particularized in this Claim.
45. The acts and/or omissions particularized and alleged herein to have been done by SNC-Lavalin were authorized, ordered and done by the Individual Defendants and other agents, employees and representatives of SNC-Lavalin, while engaged in the management, direction, control transaction of the business and affairs of SNC-Lavalin. Such acts and omissions are, therefore, not only the acts and omissions of the Individual Defendants, but are also the acts and omissions of SNC-Lavalin.

Damages

46. As a result of the acts and/or omissions described above, the Petitioner and the other Members of the Group were induced to over-pay substantially for SNC-Lavalin's securities. Such persons and entities have suffered damages equivalent to the loss in market value that occurred when SNC-Lavalin corrected the misrepresentations.
47. The Petitioner and other Members of the Group are also entitled to recover, as damages or costs, the costs of administering the plan to distribute the recovery in this action.

Conditions required to institute a class action

48. The composition of the Group makes the application of article 59 of 67 C.C.P. impracticable for the following reasons:
- The number of persons included in the Group is estimated to be several thousand;
 - The names and addresses of persons included in the Group are not known to the Petitioner (but are likely to be known to Defendants);
 - All the facts alleged in the preceding paragraphs make the application of articles 59 or 67 C.C.P. impossible.
49. The claims of the Members of the Group raise identical, similar or related questions of fact or law, namely:
- Did the Defendants authorize, permit or acquiesce in the release of documents that contained false and/or misleading public information?

- Did the Defendants' misrepresentations cause the share price of SNC-Lavalin's securities to be artificially inflated during the Class Period?
 - Did the Defendants therefore commit a fault towards the Petitioner and the Members of the Group, thereby engaging their liability?
 - What prejudice was sustained by the Petitioner and the Members of the Group as a result of the Defendants' faults?
 - Are the Defendants jointly and severally responsible for the damages sustained by each of the Members of the Group?
50. The interests of justice weigh in favour of this motion being granted in accordance with its conclusions.

Nature of the action and conclusions sought

51. The action that the Petitioner wishes to institute for the benefit of the Members of the Group is an action in damages;
52. The conclusions that the Petitioner wishes to introduce by way of a motion to institute proceedings are:

GRANT the Petitioner's action against the Defendants;

CONDEMN Defendants to pay to the Members of the Group compensatory damages for all monetary losses;

GRANT the class action of the Petitioner on behalf of all the Members of the Group;

ORDER the treatment of individual claims of each Member of the Group in accordance with articles 1037 to 1040 C.C.P.;

THE WHOLE with interest and additional indemnity provided for in the *Civil Code of Quebec* and with full costs and expenses including expert fees and notice expenses;

53. The Petitioner suggests that this class action be exercised before the Superior Court in the district of Quebec for the following reasons:

- A great number of the Members of the Group resides in the judicial district of Québec and in the appeal district of Quebec;
- The Petitioner and his lawyers are domiciled in the district of Quebec.

54. The Petitioner, who is requesting to obtain the status of representative, will fairly and adequately protect and represent the interest of the Members of the Group for the following reasons:

- He understands the nature of the action;
- He is available to dedicate the time necessary for an action to collaborate with Members of the Group; and
- His interests are not antagonistic to those of other Members of the Group.

55. The present motion is well-founded in fact and in law.

FOR THESE REASONS, MAY IT PLEASE THE COURT:

GRANT the present motion;

AUTHORIZE the bringing of a class action in the form of a motion to institute proceedings in damages;

ASCRIBE the Petitioner the status of representative of the persons included in the Group herein described as:

All persons, wherever they may reside or be domiciled, who acquired the securities of SNC-Lavalin Group Inc. ("SNC-Lavalin") from and including March 13, 2009 through and including February 28, 2012 (the "Class Period"), whether in a primary market offering or in the secondary market, except for the Excluded Persons**;

** Excluded Persons are the Defendants, their past and present subsidiaries, affiliates, officers, directors, senior employees, legal representatives, heirs, predecessors, successors, and assigns, and any member of the families of Pierre Duhaime, Gilles Laramée, Ian A. Bourne, David Goldman, Patricia A. Hammick, Pierre H. Lessard, Edythe A. Marcoux, Lorna R. Marsden, Claude Mongeau, Gwyn Morgan, Michael D. Parker, Hugh D. Segal, Eric Siegel, Lawrence N. Stevenson, Riadh Ben Aïssa and Stéphane Roy (the "Individual Defendants");

or such other group definition as may be approved by the Court (the "Group" or "Members of the Group");

IDENTIFY the principal questions of fact and law to be treated collectively as the following:

- (a) Did the Defendants authorize or issue false and/or misleading public information?
- (b) Did the Defendants' misrepresentations cause the price of SNC-Lavalin's securities to be artificially inflated during the Class Period?
- (c) Did the Defendants therefore commit a fault towards the Petitioner and the Members of the Group, thereby engaging their liability?
- (d) What prejudice was sustained by the Petitioner and the Members of the Group as a result of the Defendants' faults?

(e) Are the Defendants jointly and severally responsible for the damages sustained by each of the Members of the Group?

IDENTIFY the conclusions sought by the class action to be instituted as being the following:

GRANT the Petitioner's action against the Defendants;

DECLARE that the Defendants made misrepresentations during the Class Period;

DECLARE that the Defendants made such misrepresentations negligently;

DECLARE that SNC-Lavalin is vicariously liable for the acts and/or omissions of the Individual Defendants;

CONDEMN Defendants to pay to the Members of the Group compensatory damages in the amount of 250 million\$, or such other sum as this Court finds appropriate for all monetary losses;

GRANT the class action of the Petitioner on behalf of all the Members of the Group;

ORDER the treatment of individual claims of each Member of the Group in accordance with articles 1037 to 1040 C.C.P.;

THE WHOLE with interest and additional indemnity provided for in the *Civil Code of Quebec* and with full costs and expenses including expert fees and notice fees;

DECLARE that all Members of the Group that have not requested their exclusion from the Group in the prescribed delay to be bound by any judgement to be rendered on the class action to be instituted;

FIX the delay of exclusion at 30 days from the date of the publication of the notice to the Members of the Group;

ORDER the publication of a notice to the Members of the Group in accordance with article 1006 C.C.P.;

THE WHOLE with costs to follow.

Quebec, March 1, 2012

Siskinds, Desmeules

SISKINDS, DESMEULES, AVOCATS
Lawyer for the Petitioner

SCHEDULE 1

NOTICE TO DEFENDANT

Take notice that the plaintiff has filed this action or application in the office of the Superior Court of the judicial district of Québec.

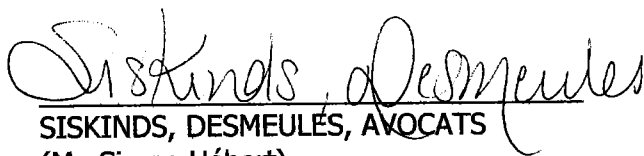
To file an answer to this action or application, you must first file an appearance, personally or by advocate, at the courthouse of Québec located at 300, boul. Jean-Lesage, Québec, G1K 8K6 within 10 days of service of this motion.

If you fail to file an appearance within the time limit indicated, a judgment by default may be rendered against you without further notice upon the expiry of the 10 day period.

If you file an appearance, the action or application will be presented *pro forma* before the court on April 27, at 9h00 a.m., in room 3.14 of the courthouse. On that date, the court may exercise such powers as are necessary to ensure the orderly progress of the proceeding or the court may hear the case, unless you have made a written agreement with the plaintiff or the plaintiff's advocate on a timetable for the orderly progress of the proceeding. The timetable must be filed in the office of the court.

All exhibits are available on request.

Québec City March 1, 2012



SISKINDS, DESMEULÉS, AVOCATS

(Me Simon Hébert)

Lawyers for the Petitioner

CANADA
PROVINCE DE QUÉBEC
DISTRICT DE QUÉBEC

COUR SUPÉRIEURE (Recours collectif)

NO : 200-06-000141-120

GLENN WINDER

Requérant;

V.

SNC-LAVALIN GROUP INC. ET ALS.

Intimés.

Tantum de loi 119.00 P03

REQUÊTE POUR OBTENIR
L'AUTORISATION D'EXERCER UN
RECOURS COLLECTIF ET LE STATUT DE
REPRÉSENTANT

BB-6852
Me Simon Hébert

Casier 15

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AVOCATS
S EN CRL

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