CANADA

PROVINCE OF QUEBEC
DISTRICT OF QUÉBEC

NO: 200-06-000141-120

(Class Action)
SUPERIOR COURT

JEAN-PAUL DELAIRE, residing at 1805, Place J.-A. Mongrain, Trois-Rivières, Québec, G8Y 2B2

Plaintiff;

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

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

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

LAWRENCE N. STEVENSON, 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

PIERRE DUHAIME, 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;

AMENDED MOTION FOR LEAVE TO PLEAD THE CAUSE OF ACTION CONTAINED IN TITLE VIII, CHAPTER II, DIVISION II OF THE QSA AND TO AUTHORIZE THE BRINGING OF A CLASS ACTION AND TO OBTAIN THE STATUS OF REPRESENTATIVE
(Article 1002 C.C.P. and following and 225.4 QSA and following)

TO THE HONOURABLE JUSTICE SERGE FRANCOEUR OF THE SUPERIOR COURT, SITTING IN AND FOR THE DISTRICT OF QUÉBEC, AND PRESIDING OVER THE PRESENT CLASS ACTION, THE PLAINTIFF RESPECTFULLY DECLARES THE FOLLOWING :

CURRENCY AND DEFINITIONS

1. Unless otherwise stated, all dollar amounts stated herein are in Canadian dollars.

2. In this Motion, in addition to the terms that are defined elsewhere herein, the following terms have the following meanings:

   (a) "**Agents Policy**" means **SNC**'s Policy on Commercial Agents/Representatives;

   (b) "**AIF**" means annual information form;

   (c) "**Ben Aïssa**" means the defendant Riadh Ben Aïssa;

   (d) "**Bourne**" means the defendant Ian A. Bourne;

   (e) "***CBCA***" means the *Canada Business Corporations Act*, RSC 1985, c C-44, as amended;

   (f) "**Certifications**" means the certifications by **Duhaime** and **Laramée** pursuant to **NI 52-109** referenced in paragraph 103 hereof;

   (g) "***CFPOA***" means the *Corruption of Foreign Public Officials Act*, SC 1998, c 34, as amended;

   (h) "**Class**" and "**Class Members**" means all persons who acquired securities of **SNC** during the **Class Period**, who were resident or domiciled in the Province of Québec at the time they acquired such securities and who are not precluded from participating in a class action by virtue

of Article 999 of the Québec Code of Civil Procedure, RSQ, c C-25, except for the **Excluded Persons**;

(i) "**Class Period**" means the period from and including November 6, 2009 to and including February 27, 2012;

(j) "**Code of Ethics**" means **SNC**'s Code of Ethics and Business Conduct;

(k) "***CPA***" means the *Class Proceedings Act, 1992*, SO 1992, c 6, as amended;

(l) "***Criminal Code***" means the *Criminal Code*, RSC 1985, c C-46, as amended;

(m) "**DC&P**" means disclosure controls and procedures;

(n) "**Defendants**" means **SNC** and the **Individual Defendants**;

(o) "**Duhaime**" means the defendant Pierre Duhaime;

(p) "**Excluded Persons**" means the **Defendants** and Michael Novak, and **SNC**'s past and present subsidiaries, affiliates, officers, directors, legal representatives, heirs, predecessors, successors and assigns, and any, spouse, or child of the **Individual Defendants** or Michael Novak;

(q) "***FCPA***" means the United States *Foreign Corrupt Practices Act* of 1977, as amended, 15 USC §§ 78dd-1, et seq.;

(r) "**GAAP**" means Canadian generally accepted accounting principles;

(s) "**Goldman**" means the defendant David Goldman;

(t) "**Hammick**" means the defendant Patricia A. Hammick;

(u) "**ICFR**" means internal controls over financial reporting;

(v) "**IFRS**" means International Financial Reporting Standards;

(w) "**Impugned Documents**" means the disclosure documents issued by **SNC** during the **Class Period** and referenced in paragraphs 60 to 102 hereof;

(x) "**Individual Defendants**" means the defendants **Bourne**, **Goldman**, **Hammick**, **Lessard**, **Marcoux**, **Marsden**, **Mongeau**, **Morgan**, **Parker**, **Segal**, **Stevenson**, **Laramée**, **Duhaime**, **Ben Aïssa** and **Roy**;

(y) "**Laramée**" means the defendant Gilles Laramée;

(z) "**Lessard**" means the defendant Pierre H. Lessard;

(aa) "**Marcoux**" means the defendant Edythe A. Marcoux;

(bb) "**Marsden**" means the defendant Lorna R. Marsden;

(cc) "**MD&A**" means management's discussion and analysis;

(dd) "**Mongeau**" means the defendant Claude Mongeau;

(ee) "**Morgan**" means the defendant Gwyn Morgan;

(ff) "**NI 51-102**" means National Instrument 51-102 – *Continuous Disclosure Obligations*;

(gg) "**NI 52-109**" means National Instrument 52-109 – *Certification of Disclosure in Issuers' Annual and Interim Filings*;

(hh) "**Other Canadian Securities Legislation**" means, collectively, the *Securities Act*, RSO 1990, c S.5, Part XXIII.1; the *Securities Act*, RSA 2000, c S-4, Part 17.01; the *Securities Act*, RSBC 1996, c 418, Part 16.1; *The Securities Act*, CCSM c S50, Part XVIII; the *Securities Act*, SNB 2004, c S-5.5, Part 11.1; the *Securities Act*, RSNL 1990, c S-13, Part XXII.1; the *Securities Act*, SNWT 2008, c 10, Part 14; the *Securities Act*, RSNS 1989, c 418, sections 146A-146N; the *Securities Act*, S Nu 2008, c 12, Part 14; the *Securities Act*, RSPEI 1988, c S-3.1, Part 14; *The Securities Act, 1988*, SS 1988-89, c S-42.2, Part XVIII.1; and the *Securities Act*, SY 2007, c 16, Part 14; all as amended

(ii) "**Parker**" means the defendant Michael D. Parker;

(jj) "**Plaintiff**" means the plaintiff Jean-Paul Delaire;

(kk) "**QSA**" means the *Securities Act*, RSQ, c. V-1.1, as amended;

(ll) "**Roy**" means the defendant Stéphane Roy;

(mm) "**SEDAR**" means the System for Electronic Document Analysis and Retrieval of the Canadian Securities Administrators;

(nn) "**Segal**" means the defendant Hugh D. Segal;

(oo) "**SNC**" means the defendant SNC-Lavalin Group Inc. and, if the context requires, **SNC**'s consolidated subsidiaries;

(pp) "**SLII**" means SNC-Lavalin International Inc., a wholly-owned subsidiary of **SNC**;

(qq) "**Stevenson**" means the defendant Lawrence N. Stevenson; and

(rr) "**TSX**" means the Toronto Stock Exchange.

INTRODUCTION

3. The Plaintiff wishes to institute a class action on behalf of the following Class :

> All persons who acquired securities of SNC during the Class Period, who were resident or domiciled in the Province of Québec at the time they acquired such securities and who are not precluded from participating in a class action by virtue of Article 999 of the Québec Code of Civil Procedure, RSQ, c C-25, except for the Excluded Persons.

OVERVIEW

4. SNC is a Canadian-based engineering and construction company with global operations.

5. During the Class Period, unbeknownst to the Class Members, SNC's business was conducted in an unlawful manner and in contravention of SNC's internal policies. In particular, in December 2009 and July 2011, SNC entered into agreements with "agents" with respect to projects on which SNC was working, pursuant to which SNC made payments totalling US$56 million to those "agents". Although SNC purports not to know the purpose of such payments, their purpose was, in fact, to bribe foreign government officials and/or persons in Canada for the procurement of business by SNC. In any event, the agreements and the payments thereunder violated SNC's Agents Policy and Code of Ethics in numerous respects.

6. The above-mentioned violations of SNC's internal policies were first disclosed to the Class Members on February 28, 2012, in a press release of the same day, produced herewith as **Exhibit P-1**. On that day, SNC announced that it had initiated an Audit Committee investigation into $35 million of payments that were documented to construction projects to which they did not relate, and certain other contracts.

7. As a result of the disclosure of that information on February 28, 2012, the market value of SNC's securities fell dramatically during trading on February 28 and 29, 2012. In particular, upon the disclosure of that corrective information, the market price for SNC's shares fell by approximately 23% in total during trading on February 28 and 29, 2012 on extraordinarily heavy trading volume. SNC's shares closed at $48.37 on the TSX on February 27, 2012, but closed at $38.43 on the TSX on February 28, 2012 and at $37.40 on the TSX on February 29, 2012. There was a further decline in the market value of SNC's securities during trading on June 25, 2012 as a result of the release of further corrective information, namely that two former employees of SNC had been charged with criminal offences under the *CFPOA* relating to certain of SNC's activities in Bangladesh. SNC's shares closed at $38.56 on the TSX on June 22, 2012, but closed at $37.48 on the TSX on June 25, 2012.

8. The share price decline which occurred upon the above-mentioned disclosure resulted from the correction of the following misrepresentations made by SNC, either explicitly or implicitly, during the Class Period:

   (a) SNC was a "socially responsible company" and a "responsible global citizen";

   (b) SNC had in place controls, policies and practices that were designed to ensure compliance with anti-bribery laws to which SNC is subject;

   (c) SNC had ICFR and DC&P that were properly designed and operating effectively; and

   (d) SNC's business was conducted in compliance with the Code of Ethics.

9. Such statements were materially false and/or misleading because, during the Class Period, SNC was paying bribes to the "agents," or others with whom the "agents" contracted on behalf of SNC, in contravention of the Code of Ethics and applicable anti-bribery laws and, in any event, the agency agreements and the payments to the "agents" thereunder violated the Agents Policy and the Code of

Ethics. Further, SNC's ICFR and DC&P were not effective during the Class Period as a result of material weaknesses in the design and operating effectiveness of the ICFR relating to non-compliance with, and ineffective controls over compliance with, the Code of Ethics and the Agents Policy.

10. SNC's interim financial statements for the quarters ended March 31, 2010, June 30, 2010 and September 30, 2010, its annual financial statements for 2010, and its interim financial statements for the quarters ended March 31, 2011, June 30, 2011 and September 30, 2011 were also materially false and/or misleading in that they did not comply with GAAP and IFRS, as applicable, and were materially misstated due to the failure to disclose SNC's illegal acts, namely that SNC paid bribes, either directly or indirectly, to foreign government officials and/or persons in Canada in contravention of applicable anti-bribery laws and SNC's books and records were falsified to conceal the unlawful payments made by SNC to foreign government officials and/or persons in Canada.

11. The unlawful or improper payments made to third parties during the Class Period has exposed SNC to (1) a material risk of criminal and/or regulatory punishment or enforcement action, including pursuant to the *CFPOA* and the *FCPA*, including fines in a material amount, and (2) severe reputational damage which has materially compromised SNC's ability to procure new business, particularly in developing countries.

THE PARTIES

The Plaintiffs

12. On February 17th, 2012, at which time the Plaintiff resided in Québec, the Plaintiff purchased 200 shares of SNC at $49,17 per share during the Class Period and held those shares at the end of the Class Period.

The Defendants

13. SNC is an engineering and construction company. It is a corporation organized and continued under the *CBCA*. SNC's registered office and headquarters are, and were at all material times, located in Montreal, Québec. SNC also has offices in Québec city, Trois-Rivières, Saguenay, Val-d'Or, Laval, Rimouski, Thetford-Mines.

14. At all material times, SNC was a reporting issuer in Québec and in all other provinces of Canada. At all material times, the Autorité des marchés financiers was the principal securities regulator of SNC.

15. At all material times, SNC's shares have been listed for trading on the TSX under the ticker symbol "SNC". SNC's securities also trade and have traded on 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.

16. Bourne has been a director of SNC since November 5, 2009. He is currently acting as SNC's Vice-Chairman, and Interim Chief Executive Officer. Bourne was, during all or part of the Class Period, a member of SNC's Audit Committee and Health, Safety and Environment Committee. Bourne resides in Calgary, Alberta.

17. Goldman has been a director of SNC since March 1, 2002. He was, during all or part of the Class Period, a member of SNC's Audit Committee, Governance Committee and Human Resources Committee. Goldman resides in Toronto, Ontario.

18. Hammick has been a director of SNC since January 1, 2007. She was, during all or part of the Class Period, a member of SNC's Audit Committee, Human Resources Committee and Health, Safety and Environment Committee. Hammick resides in Kilmarnock (Virginia), United States.

19. Lessard has been a director of SNC since October 30, 1998. He was, during all or part of the Class Period, a member of SNC's Governance Committee and Human Resources Committee. Lessard resides in Montreal, Québec.

20. Marcoux has been a director of SNC since October 30, 1998. She was, during all or part of the Class Period, a member of SNC's Audit Committee, Governance Committee and Health, Safety and Environment Committee. Marcoux resides in Gibsons, British Columbia.

21. Marsden has been a director of SNC since May 4, 2006. She was, during all or part of the Class Period, a member of SNC's Health, Safety and Environment Committee and Human Resources Committee. Marsden resides in Calgary, Alberta.

22. Mongeau has been a director of SNC since August 8, 2003. He was, during all or part of the Class Period, a member of SNC's Audit Committee. Mongeau resides in Montreal, Québec.

23. Morgan has been a director of SNC since March 4, 2005. Morgan is the Chairman of SNC. He was, during all or part of the Class Period, a member of SNC's Governance Committee. Morgan resides in North Saanich, British Columbia.

24. Parker has been a director of SNC since July 7, 2010. He was, during part of the Class Period, a member of SNC's Audit Committee and Health, Safety and Environment Committee. Parker resides in London, United Kingdom.

25. Segal was, during the Class Period, a director of SNC. He was, during all or part of the Class Period, a member of SNC's Human Resources Committee and Health, Safety and Environment Committee. Segal resides in Ottawa, Ontario.

26. Stevenson has been a director of SNC since August 6, 1999. He was, during all or part of the Class Period, a member of SNC's Audit Committee, Human Resources Committee and Governance Committee. Stevenson resides in Toronto, Ontario.

27. Laramée is, and was at all material times, an Executive Vice-President and the Chief Financial Officer of SNC. During the Class Period, he was a member of SNC's "Office of the President", which SNC described as its "senior decision-making management group". Laramée resides in Montreal, Québec.

28. Duhaime was, during the Class Period, the Chief Executive Officer and a director of SNC. Duhaime resigned from those positions effective March 26, 2012, as indicated in a press realase of the same day, produced herewith as **Exhibit P-2**. During the Class Period, he was a member of SNC's "Office of the President." He resides in Montreal, Québec.

29. Ben Aïssa was, during the Class Period until February 9, 2012, an Executive Vice-President of SNC. During the Class Period until February 9, 2012, he was a member of SNC's "Office of the President." He resigned from SNC on February 9, 2012 and was subsequently imprisoned in Switzerland on suspicion that he corrupted a public official and committed fraud and money laundering in connection with his dealings in North Africa.

30. Roy was, during the Class Period until February 9, 2012, a Vice-President Controller of SNC. He resigned from SNC on February 9, 2012.

SNC'S DISCLOSURE OBLIGATIONS

31. By its own election, SNC was a reporting issuer throughout the Class Period. SNC elected to become a reporting issuer in order to render its securities publicly tradable, which provided it with an enhanced ability to raise capital.

32. In order to maintain its status as a reporting issuer, SNC was required throughout the Class Period to release and file with SEDAR:

    (a) within 45 days of the end of each quarter, quarterly financial statements prepared in accordance with applicable accounting principles that must include a comparative statement to the end of each of the corresponding periods in the previous financial year;

    (b) within 90 days of the end of the fiscal year, annual financial statements prepared in accordance with applicable accounting principles, including comparative financial statements relating to the period covered by the preceding financial year;

    (c) contemporaneously with each of the above, MD&A for each of the above financial statements; and

    (d) within 90 days of the end of the fiscal year, an AIF.

33. MD&As are a narrative explanation of how the company performed during the period covered by the financial statements, and of the company's financial condition and future prospects. The MD&A must discuss important trends and risks that have affected the financial statements, and trends and risks that are reasonably likely to affect them in the future.

34. AIFs are an annual disclosure document intended to provide material information about the company and its business at a point in time in the context of its historical and future development. The AIF describes the company, its operations and prospects, risks and other external factors that impact the company specifically.

35. The Defendants controlled the contents of SNC's MD&As, financial statements, AIFs and the other documents particularized herein, and the misrepresentations made therein were made by the Defendants.

INDIVIDUAL DEFENDANTS' ROLE IN DISCLOSURE

36. Each of the Individual Defendants knew, from the time that he or she accepted a position as a director and/or officer of SNC, that SNC was a reporting issuer and that, in his or her role as a director and/or officer of SNC, he or she would have responsibility for ensuring the accuracy of SNC's disclosure documents.

37. The *QSA*, the Other Canadian Securities Legislation and certain instruments and policies promulgated thereunder, and SNC's own internal policies imposed specific obligations on the Individual Defendants in the preparation of SNC's continuous disclosure documents.

38. NI 51-102 requires the board of directors of a reporting issuer to approve each set of financial statements and MD&A released by an issuer prior to the release of those documents. In addition, pursuant to the terms of the Mandate of the SNC Board, as indicated in the Policy: Responsabilities of the Board of Directors, produced herewith as **Exhibit P-3** the directors of SNC are required to review and approve SNC's AIFs, management proxy circulars and each set of financial statements and related MD&A. As such, the defendants Duhaime, Bourne, Goldman, Hammick, Lessard, Marcoux, Marsden, Mongeau, Morgan, Parker, Segal and Stevenson, each of whom was a director of SNC during the Class Period, was required to review and approve SNC's AIFs, management proxy circulars and each set of financial statements and related MD&A prior to their release.

39. Pursuant to NI 52-109 and the Companion Policy thereto, Duhaime and Laramée as SNC's Chief Executive Officer and Chief Financial Officer, respectively, were responsible for designing SNC's ICFR and DC&P and they were required to certify that they had designed such ICFR and DC&P. NI 52-109 also required Duhaime and Laramée to certify the accuracy of SNC's annual and interim financial statements and related MD&As and SNC's AIFs released during the Class Period.

40. Each Individual Defendant was aware of and accepted these obligations, as applicable, in assuming his or her position as a director and/or officer of SNC.

SNC'S CODE OF ETHICS AND BUSINESS CONDUCT

41. During the Class Period, all directors, officers and employees of SNC in Canada and abroad were bound by its Code of Ethics, produced herewith as **Exhibit P-4**.

42. The Code of Ethics (Exhibit P-4, pp. 5-7) provided at all material times that:

> " **Compliance with Sound Accounting Practices and Record Maintenance**
> **"Accurately reflecting our business transactions"**
>
> We all have a responsibility to ensure that SNC'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 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'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, Entertainment and Payments Given by SNC-Lavalin

Gifts, favours and entertainment may be given to others at SNC's expense only if they meet all of the following criteria (if made by an agent of SNC, prior SNC 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. "

43. During the Class Period, all SNC directors, and in particular those directors who were members of SNC's Human Resources Committee and Governance Committee, were responsible for monitoring compliance with the Code of Ethics.

44. The Mandate of the SNC Board states that the Board has the responsibility for reviewing compliance with the Code of Ethics, granting any waivers from compliance for directors and officers and causing disclosure of any such waivers to be made in SNC's next quarterly report, including the circumstances and rationale for granting the waiver.

45. The responsibility for reviewing compliance with the Code of Ethics was entrusted to the Human Resources Committee, as indicated in the Policy: Human Resources Committee, produced herewith as **Exhibit P-5**. The Mandate of SNC's Human Resources Committee requires the members of that

Committee to review compliance with the Code of Ethics and report to the Board on an annual basis. Each of the defendants Goldman, Hammick, Lessard, Marsden, Segal and Stevenson was a member of the Human Resources Committee during all or part of the Class Period and, therefore, assumed these specific responsibilities.

46. SNC's Governance Committee also had a role in monitoring compliance with the Code of Ethics, as indicated in the Policy: Governance Committee, produced herewith as **Exhibit P-6**. The Governance Committee's Mandate requires it to monitor the development and effectiveness of the system of corporate governance at SNC, including specifically the development, review and monitoring of the application of the Code of Ethics. In addition, in 2010, the Mandate of the Governance Committee was amended to require the Committee to review annually a report prepared by SNC's management on SNC's business practices in relation to anti-corruption initiatives, agreements with sales agents and related matters. Each of the defendants Goldman, Lessard, Marcoux, Morgan and Stevenson was a member of the Governance Committee during all or part of the Class Period and, therefore, assumed these specific responsibilities.

THE AUDIT COMMITTEE INVESTIGATION

47. On February 28, 2012, SNC issued a press release in which SNC announced that it had initiated an Audit Committee investigation into $35 million of payments that were documented to construction projects to which they did not relate, and certain other contracts.

48. On March 26, 2012, in a press release of the same day, produced herewith as **Exhibit P-7,** SNC disclosed the findings and recommendations of the Audit Committee as a result of its investigation. In SNC's annual MD&A for the financial year ended December 31, 2011, filed on SEDAR on March 26, 2012, produced herewith as **Exhibit P-7A,** p. 6, SNC described the contracts that were the focus of the investigation as follows:

> " During December 2011 and January 2012, information was received as part of an accounting review and numerous internal meetings, held amongst certain members of senior management, with respect to two agency agreements documented to construction projects to which they did not appear to relate. The Chairman of the Board of Directors was briefed on January 19, 2012, requested additional information, and was further briefed on February 3, 2012, at which time Stikeman Elliott LLP was mandated as independent counsel. The investigation commenced of payments aggregating US$33.5 million made by the Company in the fourth quarter of 2011 under presumed agency agreements (the "**A Agreements**") documented in respect of Project [Intentionally omitted] ("**Project 1**") and Project [Intentionally omitted] ("**Project 2**"), but believed in fact to relate to Project [Intentionally omitted] ("**Project A**"). Independent counsel retained investigative advisors to provide business intelligence and related services.
>
> In February 2012, documents were received by [Laramée], and related information was detected as part of year-end accounting processes, with respect to two other contracts. On February 16, 2012, the Chairman of the Board of Directors and the Chairman of the Audit Committee were briefed and the scope of the investigation was widened to include: (a) payments aggregating approximately US$22.5 million made by the Company in 2010 and 2011 under a presumed agency agreement (the "**B Agreement**" and together with the A Agreements, the "**Agreements**") documented in respect of Project [Intentionally omitted] ("**Project 3**"), but believed in fact to relate to Project [Intentionally omitted] ("**Project B**"); and (b) a presumed collection agreement (the "**Collection Agreement**") and related 2009 invoice (the "**Invoice**") purporting to relate to the settlement of a dispute relating to Project [Intentionally omitted] ("**Project 4**"), as to which there was no information at the time. "

[Emphasis in original. Footnotes omitted.]

49. SNC described the findings and recommendations of the Audit Committee in the MD&A as follows (Exhibit P-7A, pp. 8-13):

" **RESULTS OF THE INDEPENDENT REVIEW**

PRELIMINARY MATTERS

The Agreements are based upon the form of representative agreement contemplated in the Company's Policy on Commercial Agents/Representatives (the "**Agents Policy**"). The Agents Policy sets out the rules governing the hiring and remuneration of commercial agents or representatives by the Company in various markets around the world. One key feature of the Agents Policy is that all of the hiring and remuneration of agents is the responsibility of SNC-Lavalin International Inc. ("**SLII**"), a subsidiary of the Company. There are different authorized signatories depending on whether the contract with the agent respects certain limits, but no provision in the Agents Policy allows any person to override the Agents Policy.

FINDINGS DERIVED FROM INFORMATION OBTAINED

Based upon the information obtained as part of the Independent Review, and although there is no documentary evidence linking the Agreements to Project A or Project B: (a) a presumed agent, representative or consultant appears to have been retained for each of Project A and Project B; (b) the Agreements were respectively documented in respect of Projects 1 and 2 (instead of Project A) and Project 3 (instead of Project B); (c) all or part of the US$33.5 million paid in 2011 under the A Agreements is more likely than not to relate to Project A; and (d) all or part of the approximately US$22.5 million paid in 2010 and 2011 under the B Agreement is more likely than not to relate to Project B. No agency agreement other than the Agreements came to light in the context of the Independent Review as being improperly documented in respect of a project to which it did not effectively relate.

The following table summarizes these findings:

	A Agreements	B Agreement
Presumed agents hired	In 2011, [Ben Aïssa] said that he had hired an agent to help secure work in respect of Project A. The Independent Review has found no direct and conclusive evidence establishing the nature of the services or actions undertaken by, or the true identity of, any presumed agent. The counterparties named in the A Agreements appear to be without substance, and any individual named on the public registers in relation to the corporate counterparties does not appear to be a true principal.	In 2009, [Ben Aïssa] said that he had hired an agent to help secure work in respect of Project B. The Independent Review has found no direct and conclusive evidence establishing the nature of the services or actions undertaken by, or the true identity of, any presumed agent. The counterparty named in the B Agreement appears to be without substance, and any individual named on the public registers in relation to the corporate counterparties does not appear to be a true principal.
Decisions to attribute to other projects	At the same time, a decision was made not to charge the presumed agents' fees to Project A, and not to otherwise associate the presumed agents with Project A.	At the same time, a decision was made not to charge the presumed agent's fees to Project B, and not to otherwise associate the presumed agent with Project B.
Execution of improper documents	[Ben Aïssa] co-signed and instructed a senior officer of SLII to co-sign the A Agreements on behalf of SLII. The A Agreements were improperly documented in respect of Projects 1 and 2.	[Ben Aïssa] instructed a senior officer of SLII to sign the B Agreement on behalf of SLII. The B Agreement was improperly documented in respect of Project 3.
Agents Policy	The Agents Policy was not complied with in various respects in connection with the A Agreements, including the authorized signatories and the aggregate corporate limits on fees attributable to the attributed projects.	The Agents Policy was not complied with in various respects in connection with the B Agreement, including the authorized signatories and the aggregate corporate limits on fees attributable to the attributed project.

Payments	The A Agreements contemplated fees of US$33.5 million in the aggregate. In December 2011, payments of US$33.5 million under the A Agreements were requested of SLII by [Ben Aïssa]. The required signatories (the Chairman of SLII and [Laramée]) refused to approve the payments. The requests were brought to [Duhaime], who authorized or permitted [Ben Aïssa] to make the payments through his division.	The B Agreement contemplated fees of $30 million. Payments aggregating approximately US$22.5 million were made in 2010 and 2011 through SLII (Tunisia), but were improperly approved on its behalf by [Ben Aïssa] and someone within his division.
Use of payments, etc.	The Independent Review has found no direct and conclusive evidence establishing the exact use, purpose or beneficiaries of payments made under the A Agreements. However, as noted above, the decision to hire presumed agents was based on the understanding at the time that it would help secure work in respect of Project A.	The Independent Review has found no direct and conclusive evidence establishing the exact use, purpose or beneficiaries of payments made under the B Agreement. However, as noted above, the decision to hire a presumed agent was based on the understanding at the time it would help secure work in respect of Project B.
Accounting	Payments were to be accounted for in respect of Projects 1 and 2 in accordance with the improper documentation. Accounting entries were not made or were made and reversed in short order in relation to Projects 1 and 2.	Payments were accounted for in respect of Project 3 in accordance with the improper documentation. Accounting entries were made in relation to Project 3 in 2010 and 2011. The entries were subsequently detected in February 2012 as an anomaly and reported to the Senior Vice-President and Controller of the Company.
Disclosure	The agencies on Project A were neither properly disclosed within the Company, nor were they disclosed to its internal or external auditors until shortly before the Independent Review began. In late 2011, [Laramée] was told at a meeting with [Duhaime] and [Ben Aïssa] that agents had been hired on Project A. [Laramée] objected to any involvement.	The agency on Project B was neither properly disclosed within the Company, nor to its internal or external auditors until shortly before the Independent Review began. In 2010, [Laramée] was told at a meeting with [Duhaime] and [Ben Aïssa] that an agent had been hired on Project B and that its fees would be charged to other projects. [Laramée] objected to this at the meeting.

COLLECTION AGREEMENT

The Collection Agreement and the Invoice were received together. The Collection Agreement purports to relate to a dispute over an amount owing to the Company under Project 4 and to give rise to a payable of US$8.25 million. The Invoice appears to have been received by the Company in 2011 only, but payment was refused on the basis that there were no records or other information available about such an arrangement. On March 21, 2012, a demand letter was received from legal counsel to the counterparty demanding payment of Euros (*sic*) 8.25 million. To date, other than these documents, there is no oral, documentary or circumstantial evidence linking the documents to Project 4 or any other project. In addition, there does not appear to be any payment of any amount to the payee thereof since January 2010. Accordingly, no conclusion can be drawn other than that these documents are unlikely to relate to Project 4, including because there is already a collection arrangement in respect of the presumed dispute and there is no obvious reason why there would need to be a second collection agreement on the project. The Independent Review has found no direct and conclusive evidence establishing the nature of the services or actions undertaken by, or the true identity of, the presumed agent. From the business intelligence gathered, the named counterparty appears to be without substance, and the true principal involved in the transaction does not appear to be an individual named on the public registers relating to the counterparty.

POTENTIAL SANCTIONS

In the absence of direct and conclusive evidence, the use and purpose of the payments or nature of the services rendered or actions taken under the Agreements cannot be determined with certainty. However, the absence of

conclusive findings does not exclude the possibility that, if additional facts that were adverse to the Company became known, sanctions could be brought against it in connection with possible violations of law or contracts.

CODE OF ETHICS AND BUSINESS CONDUCT AND RELATED MATTERS

INTRODUCTION

Code. The Company's Code of Ethics and Business Conduct (the "**Code**") was considered in light of the findings of the Independent Review. The general policy underlying the Code is expressed as follows:

> "Our policy is to maintain ethical standards in the conduct of our business and in our relations with whomever we associate – our colleagues, directors, shareholders, customers, associates and suppliers, as well as governments, the public and the media. Our integrity and reputation for ethical practices are among our most valued assets and are essential aspects of our sustained profitability."

The Code applies to "all members of the Boards of Directors and to all officers and employees of SNC-Lavalin in Canada and abroad." It imposes personal obligations on all directors, officers and employees "[a]s a condition of membership and of employment", and each must acknowledge having read the Code, understanding its contents, and being bound by its provisions.

Each person who authorizes or participates in a breach of the Code breaches the Code ("each one of us is accountable for his or her actions"). However, while it is open to any individual who is aware of a suspected breach of the Code by others to report it, there is no duty to report such a suspected breach, such that a person who has knowledge of a breach of the Code and who does not report it is not himself or herself in breach.

Whistleblower Policy. The Procedures for Complaints and Concerns Regarding Accounting, Internal Accounting Controls, Auditing and Other Matters (the "**Whistleblower Policy**") sets out the procedures governing complaints, including matters such as protecting the confidentiality of any whistleblower and ensuring that there be no retaliation against a whistleblower. The Whistleblower Policy does not, however, impose an obligation to report an issue.

Agents Policy. The Code provides that "[a]ll transactions are conducted at the level of authority required by SNC-Lavalin policies and procedures", such that a breach of the Agents Policy is a breach of the Code.

RECORDS RULE

In the present circumstances, the relevant provisions of the Code include compliance with sound accounting practices and record maintenance (the **"Records Rule**"):

> **Compliance with Sound Accounting Practices and Record Maintenance**
>
> **"Accurately reflecting our business transactions"**
>
> 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 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. ...

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." [Emphasis added.]

The Records Rule does not refer to or incorporate materiality thresholds explicitly or implicitly, except where it refers to accounting practices. Accordingly, a finding that the Records Rule has been breached does not require or imply misconduct resulting in a material event on a consolidated basis.

FINDINGS

In the present circumstances, the Records Rule was not complied with as a result of any one of the following findings: (a) the improper documentation of agency arrangements in respect of projects to which they did not relate, and concealment thereof; (b) incorrect entries relating to payments in the books and records of the Company, and concealment thereof; and (c) non-compliance with the Agents Policy.

Transactions not disclosed. The Code provides that no transaction or other financial information is concealed from management or from internal and external auditors. In December 2009 and in July 2011, presumed agents in respect of Projects A and B respectively were hired by [Ben Aïssa], without complying with the Agents Policy. The agencies on Projects A and B were neither properly disclosed within the Company, nor were they disclosed to its internal or external auditors until shortly before the Independent Review began. [Duhaime] and [Ben Aïssa] authorized or permitted this course of action until 2012, which did not comply with the Code.

Accuracy of documents and records. The Code provides that the Company's books and records accurately reflect the Company's transactions and that all documents signed are, to the best of one's knowledge, accurate and truthful. The Agreements signed by [Ben Aïssa] are neither accurate nor truthful, and thus in breach of the Code. The books and records relating to Project 3 inaccurately reflect fees unrelated to it. [Duhaime] knew that agents were being hired by [Ben Aïssa] on Projects A and B in unusual circumstances, and that [Ben Aïssa] would cause their fees not to be charged to Projects A and B but rather to other projects. [Duhaime] did not see the Agreements or accounting entries in the Company's books and records, but should have known that contractual documents would refer to projects other than Projects A and B and that incorrect entries would be made, which did not comply with the Code.

Proper levels of authority. The Code provides that all transactions are conducted at the level of authority required by Company policies, and the Agents Policy provides that all payments of agent fees must be made by SLII. In December 2011, [Ben Aïssa] requested SLII to make the payments under the Agreements. The Chairman of SLII and [Laramée] refused to authorize the payments. The matter was brought to [Duhaime], who authorized or permitted [Ben Aïssa] to make the payments through his division. While [Duhaime] thought he had the authority to do so, he should have confirmed his authority but did not. [Duhaime's] authorization of these payments did not comply with the Agents Policy and therefore was in breach of the Code.

SUMMARY OF ACTIONS RECOMMENDED

The Audit Committee has found that the hiring of presumed agents in respect of Projects A and B and the improper documentation results primarily from the following:

> management override, flawed design or ineffective enforcement of controls in connection with the presumed agencies, including the controls contained in the Agents Policy;

> non-compliance with the Code and the Agents Policy; and

> ineffective enforcement or scope of, or controls over compliance with, the Code and the Agents Policy.

The Company is a multi-national organization that has changed organizational structure over the past several years. One legacy of this changing structure is distributed leadership, which has generally served the Company well. The Audit Committee notes that the model could usefully be reviewed over time and within a broader context.

GOVERNING PRINCIPLES

The Audit Committee considered what governing principles, based on the results of the Independent Review, should be considered to prevent recurrence of inappropriate conduct, and to improve the compliance and control environments. These principles were directed primarily at:

> reinforcing standards of conduct

> strengthening and improving internal controls and processes

> reviewing the compliance environment

RECOMMENDATIONS

The Audit Committee recommendations are discussed below, for consideration by the Board of Directors. If adopted, management should be directed, where applicable, to develop a detailed plan and timetable for their implementation, subject to the Board of Directors monitoring the implementation thereof by management.

CODE AND RELATED MATTERS

The Audit Committee recommends the following measures be taken in light of its findings:

> Non-compliance with the Code. The Board of Directors should consider what sanctions if any to apply in connection with non-compliance with the Code. Generally, in exercising its powers with a view to the best interests of the Company, the Board of Directors may consider in assessing breaches of the Code the following factors:

  > the individual's functions and responsibilities within the Company;

  > the nature and seriousness of the conduct, including the risk of harm to the Company, whether it was repeated, and whether it constituted a breach of law;

  > whether the individual devised or was a participant in the conduct, the length of participation, and the motivation in participating;

  > the timely and voluntary disclosure of the breach and the willingness to cooperate in the investigation;

  > any loss or risks to the Company resulting from the conduct, and whether there are any illicit gains to an individual;

  > whether the breach constitutes aberrant behavior in light of an individual's overall history with the Company and character; and

  > the multiple purposes of enforcing the Code, including sanctioning inappropriate conduct, and specific and general deterrence.

> Code and Whistleblower Policy. The Audit Committee also recommends that the ongoing review and update of the Code, as well as of the Whistleblower Policy, take its findings into account, including to provide for a duty to report violations or possible violations of policies or procedures.

INTERNAL CONTROLS AND PROCESSES, AND COMPLIANCE

Internal controls foster sound monitoring of business operations and corporate assets, accurate financial reporting, and compliance with laws, and correspondingly reduce the risks of misuse, inaccuracies and non-compliance. Accordingly, the Audit Committee recommends the implementation of the following measures (the implementation of some of which has already been initiated):

> Management departures. The Company should clarify the procedure to be followed in cases of acceptable management departures from policies or procedures.

> Compliance review. The Board of Directors should hire an independent expert to provide advice on the structure of the organization, guidelines and controls, and communication and training.

> Agents Policy. The Agents Policy should continue to be reviewed from time to time as legislative changes and commercial practices evolve, including in accordance with the proposed changes presented to the Audit Committee in February 2012. However, the Agents Policy should be further reviewed in light of the findings of the Independent Review.

> Approval levels. Procedures and approvals should be reinforced regarding levels of authority, with clear reporting obligations on any deviations or proposed deviations therefrom.

> Divisional controllers. The reporting lines for divisional controllers should be reviewed.

> Internal audit function. The existing practice of having the head of the internal audit group report directly to the Audit Committee should now be formally documented.

> Technology. The Company should continue to move forward with the integration of its technology platforms to further facilitate the production of accurate financial information results, as well as the monitoring thereof in a timely and cost effective manner.

RECOMMENDED ADOPTION

After thorough consideration, the Audit Committee has recommended the adoption by the Board of Directors of each of the recommendations set out above. "

[Emphasis in original. Footnotes omitted.]

50. The Audit Committee's report indicates that eight members of SNC's management — Duhaime, Laramée, Ben Aïssa, Roy, Michael Novak, a "senior officer of SLII", a "senior officer" and "someone within [Ben Aïssa's] division" (assuming that there is no overlap between these individuals identified in the report) — had some knowledge of, or involvement in, the matters that were the subject of the Audit Committee investigation.

51. In particular, the report states that Laramée was told in 2010 at a meeting with Duhaime and Ben Aïssa that an agent had been hired on "Project B" and that its fees would be charged to other projects. While the report states that Laramée "objected to this at the meeting", there is no suggestion in the report that Laramée took any steps to advise SNC's directors (other than Duhaime), internal legal counsel or internal or external auditors of the matter. Through his inaction, Laramée violated the Code of Ethics by, among other things, acquiescing in the concealment of the transaction relating to "Project B" from SNC's internal or external auditors, failing to ensure that SNC's books and records accurately reflected the transaction, and failing to ensure that SNC's money was not used for an unlawful or improper purpose. Notwithstanding his direct knowledge of improper conduct relating to "Project B", Laramée

certified throughout the Class Period that SNC's annual and interim filings were free from misrepresentations and that SNC's ICFR and DC&P were designed and operating effectively.

52. The improper payments that were uncovered in the course of the Audit Committee investigation had a negative impact on SNC's financial results in both 2010 and 2011. As stated in the MD&A (Exhibit P-7A, p.15):

> " As announced in a press release dated February 28, 2012, in the fourth quarter of 2011, the Company recognized a net loss of $35 million related to payments made in the fourth quarter of 2011, under what are presumed to be agency agreements [...]. In addition, the Company's 2010 results were adjusted by reducing net income by $17.9 million to reflect the impact of payments of $20 million made in 2010, made under what is presumed to be an agency agreement [...]. "

53. As a result of the investigation conducted by the Audit Committee, which is the very body that is, pursuant to the terms of its Mandate, as indicated in the Policy: Audit Committee, produced herewith as **Exhibit P-8**, responsible for monitoring the quality and integrity of SNC's internal control and disclosure controls, and which failed throughout the Class Period to fulfill that responsibility, SNC concluded that its ICFR and DC&P were not effective as at December 31, 2011 (Exhibit P-7A, pp.80-81):

> " **18.1 Disclosure Controls and Procedures**
>
> The Interim CEO and the CFO have carried out an evaluation of the effectiveness of the Company's disclosure controls and procedures as at December 31, 2011. In making this evaluation, the Interim CEO and the CFO considered, among other things:
>
> > the findings of the Independent Review summarized under section 1.1 "Recent Developments — Independent Review";
> >
> > the material weaknesses in the Company's internal control over financial reporting that have been identified (as more fully discussed under section 18.2);
> >
> > the measures that the Company and its Board of Directors have identified and, in certain instances, begun to implement to address those material weaknesses and to strengthen the Company's internal controls (as more fully described under section 18.3); and
> >
> > the results of the ongoing testing and evaluations carried out by the Company of the design and operating effectiveness of its disclosure controls and procedures and internal control over financial reporting throughout the periods covered by the Company's annual and interim filings.
>
> Based on this evaluation, the Interim CEO and the CFO have concluded that the Company's disclosure controls and procedures, as at December 31, 2011, were not effective to provide reasonable assurance that (i) material information relating to the Company is made known to the CEO and CFO by others, particularly during the period in which the Company's annual filings under securities legislation are being prepared; and (ii) information required to be disclosed by the Company in its annual filings, interim filings or other reports filed or submitted under securities legislation is recorded, processed, summarized and reported within the time periods specified in securities legislation.
>
> **18.2 Internal Control over Financial Reporting**
>
> The Interim CEO and the CFO have carried out an evaluation of the effectiveness of the Company's internal control over financial reporting as at December 31, 2011. As used herein, the term "material weakness" has the meaning prescribed in NI 52-109 and means a deficiency, or a combination of deficiencies, in internal control

over financial reporting such that there is a reasonable possibility that a material misstatement of a reporting issuer's annual or interim financial statements will not be prevented or detected on a timely basis.

In carrying out their evaluation, the Interim CEO and the CFO have identified the following material weaknesses relating to the design and operating effectiveness of the Company's internal control over financial reporting as at December 31, 2011 and the impact of such material weaknesses on the Company's financial reporting and internal control over financial reporting:

1. Management override of internal controls contained in the Company's Commercial Agents/Representatives Policy and Procedure (the "Agents Policy"). The Independent Review found that [Duhaime], acting at the request of [Ben Aïssa], overrode controls with respect to the authorization of payments to commercial agents which did not comply with the Agents Policy and was a breach of the Company's Code of Ethics and Business Conduct (the "Code of Ethics").

   Disclosure controls and procedures and internal control over financial reporting are subject to inherent limitations, including that management has the ability to override internal controls. The unfettered ability of any member of management to override internal controls exposes the Company to risk by providing an opportunity for such management member and potentially others to engage in and conceal illegal or improper activity or the misuse or misappropriation of corporate assets and possible misrepresentations in financial reporting.

2. Non-compliance with, and ineffective controls over compliance with, the Code of Ethics and the Agents Policy. The Independent Review found that provisions of the Code of Ethics requiring the maintenance of accurate books and records were not complied with by [Duhaime] and [Ben Aïssa] as a result of any one of the following findings:

   > the improper documentation of certain agency agreements in respect of projects to which they did not relate and the concealment thereof;

   > incorrect entries relating to payments under certain agency agreements in the books and records of the Company, and concealment thereof ; and

   > non-compliance with the Agents Policy.

   The Interim CEO and the CFO have also concluded that the controls over compliance with the Code of Ethics and the Agents Policy were ineffective.

   Non-compliance with and/or ineffective controls regarding the hiring of, appropriate use of, verification of the integrity of, contractual relationship with, and/or supervision of the conduct of, commercial agents exposes the Company to the risk of improper or illegal activities by its employees and agents, the misuse or misappropriation of corporate assets, and the concealment of such activities through falsification of documentation and corporate records, which in turn could impact the reliability of the Company's financial reporting.

In light of these material weaknesses, the Interim CEO and the CFO have concluded that the Company's internal control over financial reporting, as at December 31, 2011, was not effective to provide reasonable assurance regarding the reliability of the Company's financial reporting and the preparation of its financial statements for external purposes in accordance with applicable accounting principles.

Despite the conclusions of the evaluations discussed above, the Interim CEO and the CFO believe, based on their knowledge (including, but not limited to, their consideration of the scope of the Independent Review) and having exercised reasonable diligence, that (i) the Company's annual filings for the year ended December 31, 2011 do not contain any untrue statement of a material fact or omit to state a material fact required to be stated or that is necessary to make a statement not misleading in light of the circumstances under which it was made, for the period covered by the Company's annual filings, and (ii) the annual financial statements together with the other financial information included in the Company's annual filings for the year ended December 31, 2011 fairly

present in all material respects the financial condition, financial performance and cash flows of the Company as of the date of and for the periods presented in such annual filings. "

54. Although the investigation conducted by the Audit Committee identified problems with SNC's ICFR relating to unlawful and improper payments made to third parties in respect of contracts in North Africa, the bribery practices extended to SNC's operations in Asia and Canada. These practices and activities were systemic at SNC and were carried out with the full knowledge of senior management, including members of the Office of the President, as well as SNC's inside directors. The full particulars of such activities are known to the Defendants.

THE MISREPRESENTATIONS

55. As particularized below, during the Class Period, SNC made explicit or implicit misrepresentations in the Impugned Documents that:

(a) SNC was a "socially responsible company" and a "responsible global citizen";

(b) SNC had in place controls, policies and practices that were designed to ensure compliance with anti-bribery laws to which SNC is subject;

(c) SNC had ICFR and DC&P that were properly designed and/or operating effectively; and

(d) SNC's business was conducted in compliance with the Code of Ethics.

55.1 The Plaintiff asserts that the US$56 million in improper payments uncovered by the Audit Committee investigation were made by SNC, in whole or in part, as bribes to secure the contract for the design, construction, financing and maintenance of the McGill University Health Centre's Glen Campus in Montreal, Québec, and other projects, the full particulars of which are known to the Defendants.

56. Such statements were materially false and/or misleading. During the Class Period, SNC was paying bribes, whether directly or indirectly, to foreign government officials and/or persons in Canada in contravention of the Code of Ethics and applicable anti-bribery laws and, in any event, SNC entered into agreements with, and made payments pursuant to those agreements to, third parties in contravention of the Agents Policy and the Code of Ethics. Further, SNC's ICFR and DC&P were not effective during the Class Period as a result of material weaknesses in the design and operating effectiveness of the ICFR relating to non-compliance with, and ineffective controls over compliance with, the Code of Ethics and the Agents Policy.

57. SNC's interim financial statements for the quarters ended March 31, 2010, June 30, 2010 and September 30, 2010, its annual financial statements for 2010, and its interim financial statements for the quarters ended March 31, 2011, June 30, 2011 and September 30, 2011 were also materially false and/or misleading in that they did not comply with GAAP and IFRS, as applicable, and were materially misstated due to the failure to disclose SNC's illegal acts, namely that SNC paid bribes, either directly or indirectly, to foreign government officials and/or persons in Canada in contravention of applicable anti-bribery laws and SNC's books and records were falsified to conceal the unlawful payments made by SNC to foreign government officials and/or persons in Canada.

58. The unlawful and improper payments made to foreign government officials and/or persons in Canada during the Class Period has exposed SNC to (1) a material risk of criminal and/or regulatory punishment or enforcement action, including pursuant to the *CFPOA* and the *FCPA*, including fines in a material amount, and (2) severe reputational damage which has materially compromised SNC's ability to procure new business, particularly in developing countries.

59. In particular, an offence under the *CFPOA* is an indictable offence and, if convicted, SNC may be subject to various penalties under the *Criminal Code*, including a fine with no upper limit, and forfeiture to the government of the proceeds obtained from the bribery and the bribe itself. Further, as an indictable offence, a violation of the *CFPOA* constitutes a "designated offence" under the provisions of the *Criminal Code* prohibiting money laundering. Those provisions prohibit dealing with any property or any proceeds of any property with the intent to conceal or convert the property or proceeds, knowing or believing that the property or proceeds were obtained directly or indirectly from the "designated offence". A violation of the money laundering provisions is itself an indictable offence, exposing SNC to additional penalties under the *Criminal Code*, including a fine with no maximum.

60. On November 6, 2009 (the first day of the Class Period), SNC filed on SEDAR its interim MD&A for the quarter ended September 30, 2009, produced herewith as **Exhibit P-9**. The MD&A stated that SNC's management, under the supervision of Duhaime and Laramée, had designed ICFR to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with GAAP.

61. The above statement was materially false and/or misleading in that SNC's ICFR was not then effective, and was not effective at any time during the Class Period, as a result of material weaknesses in the design and operating effectiveness of the ICFR relating to non-compliance with, and ineffective controls over compliance with, the Code of Ethics and the Agents Policy.

62. On March 12, 2010, SNC filed on SEDAR its annual MD&A for the financial year ended December 31, 2009, produced herewith as **Exhibit P-10**. The MD&A stated that SNC's management, with the participation of Duhaime and Laramée, had designed DC&P to provide reasonable assurance that material information related to SNC is made known to management, and that information required to be disclosed in SNC's filings is recorded, processed, summarized and reported within the time periods specified in securities legislation, and that such DC&P was effective. The MD&A also stated that SNC's management, with the participation of Duhaime and Laramée, had designed ICFR to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with GAAP, and that such ICFR was effective.

63. The above statements were materially false and/or misleading in that SNC's ICFR and DC&P were not then effective, and were not effective at any time during the Class Period, as a result of material weaknesses in the design and operating effectiveness of the ICFR relating to non-compliance with, and ineffective controls over compliance with, the Code of Ethics and the Agents Policy.

64. On March 12, 2010, SNC filed on SEDAR its annual financial statements for the financial year ended December 31, 2009, produced herewith as **Exhibit P-11**. The financial statements stated that Duhaime and Laramée had evaluated SNC's ICFR and DC&P at the financial year end, and concluded that such ICFR and DC&P were effective.

65. The above statements were materially false and/or misleading in that SNC's ICFR and DC&P were not then effective, and were not effective at any time during the Class Period, as a result of material weaknesses in the design and operating effectiveness of the ICFR relating to non-compliance with, and ineffective controls over compliance with, the Code of Ethics and the Agents Policy.

66. On March 12, 2010, SNC filed on SEDAR its AIF for the year ended December 31, 2009, produced herewith as **Exhibit P-12**, p.13. In the AIF, SNC stated that it has an active commitment to being a "responsible global citizen". In particular, the AIF stated that:

> " The Corporation supports, encourages and acknowledges the increasing number of local community initiatives undertaken by divisions, business units, project teams and individual employees in their communities worldwide because the Corporation believes working in the community is simply the right thing to do and because it demonstrates the Corporation's active commitment as a responsible global citizen. "

67. The above statement was materially false and/or misleading in that SNC was not acting as a "responsible global citizen" during the Class Period when it paid bribes, either directly or indirectly, to foreign government officials and/or persons in Canada in contravention of the Code of Ethics and applicable anti-bribery laws and, in any event, entered into agreements with, and made payments pursuant to those agreements to, third parties in contravention of the Agents Policy and the Code of Ethics.

68. On March 12, 2010, SNC filed on SEDAR a management proxy circular with respect to SNC's annual meeting of shareholders held on May 6, 2010, produced herewith as **Exhibit P-13**. In the circular, SNC made an explicit or implicit representation that its business was conducted in compliance with the Code of Ethics. Specifically, SNC stated that no material change report has ever been required or filed in relation to any departure from the Code of Ethics.

69. The above representation was materially false and/or misleading in that, during the Class Period, SNC entered into agreements with, and made payments pursuant to those agreements to, foreign government officials and/or persons in Canada in contravention of the Code of Ethics.

70. On May 6, 2010, SNC filed on SEDAR its interim MD&A for the quarter ended March 31, 2010, produced herewith as **Exhibit P-14**. The MD&A stated that SNC's management, under the supervision of Duhaime and Laramée, had designed ICFR to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with GAAP.

71. The above statement was materially false and/or misleading in that SNC's ICFR was not then effective, and was not effective at any time during the Class Period, as a result of material weaknesses in the design and operating effectiveness of the ICFR relating to non-compliance with, and ineffective controls over compliance with, the Code of Ethics and the Agents Policy.

72. On May 6, 2010, SNC filed on SEDAR its interim financial statements for the quarter ended March 31, 2010, produced herewith as **Exhibit P-15**. The financial statements stated that those statements had been prepared in accordance with GAAP. The financial statements were materially false and/or misleading in that they did not comply with GAAP and were materially misstated due to the failure to disclose SNC's illegal acts, namely that SNC paid bribes, either directly or indirectly, to foreign government officials and/or persons in Canada in contravention of applicable anti-bribery laws and

SNC's books and records were falsified to conceal the unlawful payments made by SNC to foreign government officials and/or persons in Canada.

73. On August 6, 2010, SNC filed on SEDAR its interim MD&A for the quarter ended June 30, 2010, produced herewith as **Exhibit P-16**. The MD&A stated that SNC's management, under the supervision of Duhaime and Laramée, had designed ICFR to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with GAAP.

74. The above statement was materially false and/or misleading in that SNC's ICFR was not then effective, and was not effective at any time during the Class Period, as a result of material weaknesses in the design and operating effectiveness of the ICFR relating to non-compliance with, and ineffective controls over compliance with, the Code of Ethics and the Agents Policy.

75. On August 6, 2010, SNC filed on SEDAR its interim financial statements for the quarter ended June 30, 2010, produced herewith as **Exhibit P-17**. The financial statements stated that those statements had been prepared in accordance with GAAP. The financial statements were materially false and/or misleading in that they did not comply with GAAP and were materially misstated due to the failure to disclose SNC's illegal acts, namely that SNC paid bribes, either directly or indirectly, to foreign government officials and/or persons in Canada in contravention of applicable anti-bribery laws and SNC's books and records were falsified to conceal the unlawful payments made by SNC to foreign government officials and/or persons in Canada.

76. On November 5, 2010, SNC filed on SEDAR its interim MD&A for the quarter ended September 30, 2010, produced herewith as **Exhibit P-18**. The MD&A stated that SNC's management, under the supervision of Duhaime and Laramée, had designed ICFR to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with GAAP.

77. The above statement was materially false and/or misleading in that SNC's ICFR was not then effective, and was not effective at any time during the Class Period, as a result of material weaknesses in the design and operating effectiveness of the ICFR relating to non-compliance with, and ineffective controls over compliance with, the Code of Ethics and the Agents Policy.

78. On November 5, 2010, SNC filed on SEDAR its interim financial statements for the quarter ended September 30, 2010, produced herewith as **Exhibit P-19**. The financial statements stated that those statements had been prepared in accordance with GAAP. The financial statements were materially false and/or misleading in that they did not comply with GAAP and were materially misstated due to the failure to disclose SNC's illegal acts, namely that SNC paid bribes, either directly or indirectly, to foreign government officials and/or persons in Canada in contravention of applicable anti-bribery laws and SNC's books and records were falsified to conceal the unlawful payments made by SNC to foreign government officials and/or persons in Canada.

79. On March 11, 2011, SNC filed on SEDAR its annual MD&A for the financial year ended December 31, 2010, produced herewith as **Exhibit P-20**. The MD&A stated that Duhaime and Laramée had designed DC&P, or caused DC&P to be designed under their supervision, in order to provide reasonable assurance that material information related to SNC is made known to them, and that information required to be disclosed in SNC's filings is recorded, processed, summarized and reported

within the time periods specified in securities legislation, and that Duhaime and Laramée had concluded that the DC&P was designed and operated effectively as of December 31, 2010. The MD&A also stated that Duhaime and Laramée had designed ICFR, or caused ICFR to be designed under their supervision, in order to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with GAAP, and that Duhaime and Laramée had concluded that the ICFR was designed and operated effectively as of December 31, 2010.

80. The above statements were materially false and/or misleading in that SNC's ICFR and DC&P were not then effective, and were not effective at any time during the Class Period, as a result of material weaknesses in the design and operating effectiveness of the ICFR relating to non-compliance with, and ineffective controls over compliance with, the Code of Ethics and the Agents Policy.

81. In addition, SNC stated in the MD&A (Exhibit P-20, p.77) that:

> " As part of the regulatory and legal environments in which it operates, the Company is subject to anti-bribery laws that prohibit improper payments directly or indirectly to government officials, authorities or persons defined in those anti bribery laws in order to obtain or retain business or other improper advantages in the conduct of business. Failure to comply with such laws by the Company, could impact the Company in various ways that include, but are not limited to, criminal, civil and administrative legal sanctions. The Company's controls, policies and practices are designed to ensure internal and external compliance with these laws. "

82. The statement that SNC's "controls, policies and practices are designed to ensure internal and external compliance with these laws" was materially false and/or misleading in that, during the Class Period, the controls, policies and practices were either non-existent or wholly inadequate, and therefore failed to prevent bribes being paid, either directly or indirectly, to foreign government officials and/or persons in Canada in contravention of the Code of Ethics and applicable anti-bribery laws.

83. SNC also stated in that MD&A that it "has deep respect for its social obligations and will act, and be known as a socially responsible company."

84. The above statement was materially false and/or misleading in that SNC was not acting as a "socially responsible company" during the Class Period when it paid bribes, either directly or indirectly, to foreign government officials and/or persons in Canada in contravention of the Code of Ethics and applicable anti-bribery laws and, in any event, entered into agreements with, and made payments pursuant to those agreements to, foreign government officials and/or persons in Canada in contravention of the Agents Policy and the Code of Ethics.

85. On March 11, 2011, SNC filed on SEDAR its annual financial statements for the financial year ended December 31, 2010, produced herewith as **Exhibit P-21**. The financial statements stated that Duhaime and Laramée had evaluated SNC's ICFR and DC&P at the financial year end, and concluded that such ICFR and DC&P were effective.

86. The above statements were materially false and/or misleading in that SNC's ICFR and DC&P were not then effective, and were not effective at any time during the Class Period, as a result of material weaknesses in the design and operating effectiveness of the ICFR relating to non-compliance with, and ineffective controls over compliance with, the Code of Ethics and the Agents Policy.

87. The 2010 financial statements overstated SNC's net income for the 2010 financial year as a result of a failure to properly account for payments totalling $20 million made to "agents" during 2010. More particularly, the payments were improperly capitalized as construction-related assets in the 2010 financial year, whereas the payments should have been expensed as period costs during 2010 to reflect the fact that the payments did not relate to the construction projects to which they were originally assigned and otherwise had no substantiated future benefit. This improper accounting treatment of the payments resulted in an understatement of SNC's expenses for 2010 and, consequently, an overstatement of SNC's 2010 net income by $17.9 million (after-tax).

88. The annual financial statements stated that those statements had been prepared in accordance with GAAP. The financial statements were materially false and/or misleading in that they did not comply with GAAP and were materially misstated due to the failure to disclose SNC's illegal acts, namely that SNC paid bribes, either directly or indirectly, to foreign government officials and/or persons in Canada in contravention of applicable anti-bribery laws and SNC's books and records were falsified to conceal the unlawful payments made by SNC to foreign government officials and/or persons in Canada.

89. On March 11, 2011, SNC filed on SEDAR its AIF for the year ended December 31, 2010, produced herewith as **Exhibit P-22**, p.13. In the AIF, SNC stated that it has an active commitment to being a "responsible global citizen". In particular, the AIF stated that:

> " The Corporation supports, encourages and acknowledges the increasing number of local community initiatives undertaken by divisions, business units, project teams and individual employees in their communities worldwide because the Corporation believes working in the community is simply the right thing to do and because it demonstrates the Corporation's active commitment as a responsible global citizen. "

90. SNC also stated in the AIF that it "has deep respect for its social obligations and will act, and be known as a socially responsible company."

91. The above statements were materially false and/or misleading in that SNC was not acting as a "responsible global citizen" or a "socially responsible company" during the Class Period when it paid bribes, either directly or indirectly, to foreign government officials and/or persons in Canada in contravention of the Code of Ethics and applicable anti-bribery laws and, in any event, entered into agreements with, and made payments pursuant to those agreements to, foreign government officials and/or persons in Canada that were in contravention of the Agents Policy and the Code of Ethics.

92. On March 11, 2011, SNC filed on SEDAR a management proxy circular with respect to SNC's annual meeting of shareholders held on May 5, 2011, produced herewith as **Exhibit P-23**. In the circular, SNC made an explicit or implicit representation that its business was conducted in compliance with the Code of Ethics. Specifically, SNC stated that no material change report has ever been required or filed in relation to any departure from the Code of Ethics.

93. The above representation was materially false and/or misleading in that during the Class Period SNC entered into agreements with, and made payments pursuant to those agreements to, foreign government officials and/or persons in Canada in contravention of the Code of Ethics.

94. On May 5, 2011, SNC filed on SEDAR its interim MD&A for the quarter ended March 31, 2011, produced herewith as **Exhibit P-24**. The MD&A stated that Duhaime and Laramée had designed DC&P, or caused DC&P to be designed under their supervision, in order to provide reasonable

assurance that material information related to SNC is made known to them, particularly during the period in which the interim filings were being prepared, and that information required to be disclosed in SNC's filings, interim filings or other reports filed or submitted by it under securities legislation is recorded, processed, summarized and reported within the time periods specified in securities legislation. The MD&A stated that Duhaime and Laramée had designed ICFR, or caused ICFR to be designed under their supervision, in order to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with IFRS.

95. The above statements were materially false and/or misleading in that SNC's ICFR and DC&P were not then effective, and were not effective at any time during the Class Period, as a result of material weaknesses in the design and operating effectiveness of the ICFR relating to non-compliance with, and ineffective controls over compliance with, the Code of Ethics and the Agents Policy.

96. On May 5, 2011, SNC filed on SEDAR its interim financial statements for the quarter ended March 31, 2011, produced herewith as **Exhibit P-25**. The financial statements stated that those statements had been prepared in accordance with IFRS. The financial statements were materially false and/or misleading in that they did not comply with IFRS and were materially misstated due to the failure to disclose SNC's illegal acts, namely that SNC paid bribes, either directly or indirectly, to foreign government officials and/or persons in Canada in contravention of applicable anti-bribery laws and SNC's books and records were falsified to conceal the unlawful payments made by SNC to foreign government officials and/or persons in Canada.

97. On August 5, 2011, SNC filed on SEDAR its interim MD&A for the quarter ended June 30, 2011, produced herewith as **Exhibit P-26**. The MD&A stated that Duhaime and Laramée had designed DC&P, or caused DC&P to be designed under their supervision, in order to provide reasonable assurance that material information related to SNC is made known to them, particularly during the period in which the interim filings were being prepared, and that information required to be disclosed in SNC's filings, interim filings or other reports filed or submitted by it under securities legislation is recorded, processed, summarized and reported within the time periods specified in securities legislation. The MD&A stated that Duhaime and Laramée had designed ICFR, or caused ICFR to be designed under their supervision, in order to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with IFRS.

98. The above statements were materially false and/or misleading in that SNC's ICFR and DC&P were not then effective, and were not effective at any time during the Class Period, as a result of material weaknesses in the design and operating effectiveness of the ICFR relating to non-compliance with, and ineffective controls over compliance with, the Code of Ethics and the Agents Policy.

99. On August 5, 2011, SNC filed on SEDAR its interim financial statements for the quarter ended June 30, 2011, produced herewith as **Exhibit P-27**. The financial statements stated that those statements had been prepared in accordance with IFRS. The financial statements were materially false and/or misleading in that they did not comply with IFRS and were materially misstated due to the failure to disclose SNC's illegal acts, namely that SNC paid bribes, either directly or indirectly, to foreign government officials and/or persons in Canada in contravention of applicable anti-bribery laws and SNC's books and records were falsified to conceal the unlawful payments made by SNC to foreign government officials and/or persons in Canada.

100. On November 4, 2011, SNC filed on SEDAR its interim MD&A for the quarter ended September 30, 2011, produced herewith as **Exhibit P-28**. The MD&A stated that Duhaime and Laramée had designed DC&P, or caused DC&P to be designed under their supervision, in order to provide reasonable assurance that material information related to SNC is made known to them, particularly during the period in which the interim filings were being prepared, and that information required to be disclosed in SNC's filings, interim filings or other reports filed or submitted by it under securities legislation is recorded, processed, summarized and reported within the time periods specified in securities legislation. The MD&A stated that Duhaime and Laramée had designed ICFR, or caused ICFR to be designed under their supervision, in order to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with IFRS.

101. The above statements were materially false and/or misleading in that SNC's ICFR and DC&P were not then effective, and were not effective at any time during the Class Period, as a result of material weaknesses in the design and operating effectiveness of the ICFR relating to non-compliance with, and ineffective controls over compliance with, the Code of Ethics and the Agents Policy.

102. On November 4, 2011, SNC filed on SEDAR its interim financial statements for the quarter ended September 30, 2011, produced herewith as **Exhibit P-29**. The financial statements stated that those statements had been prepared in accordance with IFRS. The financial statements were materially false and/or misleading in that they did not comply with IFRS and were materially misstated due to the failure to disclose SNC's illegal acts, namely that SNC paid bribes, either directly or indirectly, to foreign government officials and/or persons in Canada in contravention of applicable anti-bribery laws and SNC's books and records were falsified to conceal the unlawful payments made by SNC to foreign government officials and/or persons in Canada.

DUHAIME'S AND LARAMÉE'S FALSE CERTIFICATIONS

103. Pursuant to NI 52-109, the defendants Duhaime, as SNC's Chief Executive Officer, and Laramée, as SNC's Chief Financial Officer, certified SNC's annual and quarterly MD&As and financial statements and AIFs (and all documents incorporated into the AIFs) during the Class Period. The Certifications were filed on SEDAR on November 6, 2009, March 12, 2010, May 6, 2010, August 6, 2010, November 5, 2010, March 11, 2011, May 5, 2011, August 5, 2011 and November 4, 2011, produced herewith *en liasse* as **Exhibit P-30**.

104. Among other things, Duhaime and Laramée certified that:

(a) such documents did not contain any untrue statement of a material fact or omit to state a material fact required to be stated or that is necessary to make a statement not misleading in light of the circumstances under which it was made;

(b) Duhaime and Laramée were responsible for establishing and maintaining DC&P and ICFR;

(c) Duhaime and Laramée had designed DC&P, or caused it to be designed under their supervision, to provide reasonable assurance that material information relating to SNC was made known to them by others, particularly during the period in which the documents were

being prepared, and information required to be disclosed by SNC in its annual filings, interim filings or other reports filed or submitted under securities legislation was recorded, processed, summarized and reported within the time periods specified in securities legislation;

(d) Duhaime and Laramée had designed ICFR, or caused it to be designed under their supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with GAAP or IFRS, as applicable; and

(e) in respect of SNC's annual filings, Duhaime and Laramée had evaluated, or caused to be evaluated under their supervision, the effectiveness of SNC's ICFR and DC&P at the financial year end and SNC had disclosed in its annual filings their conclusions about the effectiveness of SNC's ICFR and DC&P.

105. As particularized elsewhere herein, the SNC disclosure documents issued during the Class Period contained misrepresentations. Duhaime and Laramée knew this to be the case and in particular they knew, or were wilfully blind to the facts that, they had not designed DC&P, or caused it to be designed under their supervision, to provide reasonable assurance that information required to be disclosed by SNC in its annual filings, interim filings or other reports filed or submitted under securities legislation was recorded, processed, summarized and reported within the time periods specified in securities legislation, and that they had not designed ICFR, or caused it to be designed under their supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with GAAP or IFRS, as applicable.

106. Accordingly, the Certifications given by Duhaime and Laramée during the Class Period were false and were themselves misrepresentations.

THE TRUTH IS REVEALED, AT LEAST IN PART

107. On February 9, 2012, SNC issued a press release announcing that Ben Aïssa and Roy were no longer with the company, produced herewith as **Exhibit P-31**. The press release included a statement that "SNC-Lavalin reiterates that all employees must comply with our Code of Ethics and Business Conduct."

108. On February 28, 2012, SNC issued a press release in which SNC announced that it had initiated an Audit Committee investigation into $35 million of payments that were documented to construction projects to which they did not relate, and certain other contracts. The press release read in relevant part (Exhibit P-1, p.1):

> " SNC-Lavalin Group Inc. (TSX: SNC) announced today that 2011 net income is expected to be approximately 18% (or approximately $80 million) below its previously announced 2011 outlook. Of this amount, the following items are expected to be recorded in the fourth quarter of 2011:
>
> - A loss of approximately $23 million from a revised position of the Company's net financial exposure on its Libyan projects;
>
> - Unfavourable cost reforecasts on certain projects in its Infrastructure and Environment and Chemicals and Petroleum segments; and

- Period expenses of approximately $35 million relating to certain payments made in the fourth quarter of 2011 that were documented to construction projects to which they did not relate and, consequently, had to be recorded as expenses in the quarter.

The Company's Board of Directors initiated an independent investigation, led by its Audit Committee, of the facts and circumstances surrounding the $35 million of payments referred to above and certain other contracts. Independent legal counsel were retained in this connection. The investigation's current findings support the Company's accounting treatment of these payments. The Board of Directors is taking steps to implement changes and further appropriate actions arising from the investigation.

The Company is working with its external auditors and legal advisors to resolve all issues relating to the investigation to permit the auditors to deliver their audit report on a timely basis. The Company is working towards announcing and filing its 2011 fourth quarter and year-end financial results as soon as reasonably possible and in any event prior to March 30, 2012. "

109. As a result of the disclosure of the corrective information before markets opened on February 28, 2012, the market price of SNC's securities fell dramatically over the course of the next two trading days. The corrective information released by SNC on February 28, 2012 was incorporated into, and analyzed and interpreted in, numerous analysts' reports issued on February 28 and 29, 2012. As the corrective information was absorbed into the market, including in part through these analysts' reports, the market price for SNC's shares fell by approximately 23% in total during trading on February 28 and 29, 2012 on extraordinarily heavy trading volume. SNC's shares closed at $48.37 on the TSX on February 27, 2012, but closed at $38.43 on the TSX on February 28, 2012 and at $37.40 on the TSX on February 29, 2012. There was a further decline in the market value of SNC's securities during trading on June 25, 2012 as a result of the release of further corrective information that two former employees of SNC had been charged with criminal offences under the *CFPOA* relating to activities in Bangladesh. SNC's shares closed at $38.56 on the TSX on June 22, 2012, but closed at $37.48 on the TSX on June 25, 2012.

110. The chart below shows the price of SNC's shares on the TSX between November 6, 2009 (the start of the Class Period) and March 12, 2012 (ten trading days after the end of the Class Period).

CAUSE OF ACTION

111. On behalf of the Class, the Plaintiff pleads only the cause of action found in Title VIII, Chapter II, Division II of the *QSA*, and, if necessary, under the equivalent provisions of the Other Canadian Securities Legislation, against all of the Defendants for all of the Impugned Documents, and against Duhaime and Laramée for the Certifications.

112. SNC is a reporting issuer within the meaning of the *QSA* and the Other Canadian Securities Legislation.

113. Each of the Impugned Documents is a "core document" under section 225.3 of the *QSA* and the equivalent provisions of the Other Canadian Securities Legislation.

114. Each of the Certifications is a "document" under section 225.3 of the *QSA* and the equivalent provisions of the Other Canadian Securities Legislation.

115. The Impugned Documents and the Certifications contained one or more misrepresentations alleged herein, and as will be demonstrated during the hearing, each of these misrepresentations had and would reasonably be expected to have a significant impact on the market price of SNC's securities.

116. Pursuant to section 225.8 (1) of the *QSA* and, if necessary, the equivalent provisions of the Other Canadian Securities Legislation, each of the Individual Defendants who was a director of SNC at the time that one or more Impugned Documents were released is liable in respect of the misrepresentations alleged to be contained in such document or documents by virtue of having been a director at that time.

117. Each of the Individual Defendants who was an officer of SNC during the Class Period permitted, authorized or acquiesced in the release of all Impugned Documents that were released when such person was serving as an officer of SNC.

118. Pursuant to section 225.8 (1) of the *QSA* and, if necessary, the equivalent provisions of the Other Canadian Securities Legislation, each of the Individual Defendants who was an officer of SNC during the Class Period is liable in respect of the misrepresentations alleged to be contained in the Impugned Documents that were released by SNC while such person was an officer of SNC.

119. At all material times, each of Duhaime, Laramée, Ben Aïssa and Roy knew or, in the alternative, was wilfully blind to the fact, that the Impugned Documents contained the misrepresentations that are alleged above to have been contained therein.

120. With respect to the Certifications, each of Duhaime and Laramée permitted, authorized or acquiesced in the release of the Certifications, and knew that the Certifications contained the misrepresentations that are alleged above to have been contained therein or, in the alternative, deliberately avoided acquiring such knowledge or, in the alternative, was guilty of gross misconduct in connection with the release of the Certifications.

121. Pursuant to section 225.8 (1) of the *QSA* and, if necessary, the equivalent provisions of the Other Canadian Securities Legislation, Duhaime and Laramée are liable in respect of the misrepresentations alleged to be contained in the Certifications.

THE RELATIONSHIP BETWEEN SNC'S DISCLOSURES AND THE PRICE OF SNC'S SECURITIES

122. The price of SNC's securities was directly affected during the Class Period by the issuance of the documents containing the misrepresentations particularized herein. The Defendants were aware at all material times of the effect of SNC's disclosure documents upon the price of its securities.

123. The documents were filed, among other places, with SEDAR and the TSX, and thereby became immediately available to, and were reproduced for inspection by, the Class Members, other members of the investing public, financial analysts and the financial press.

124. SNC routinely transmitted the documents referred to above to the financial press, financial analysts and certain prospective and actual holders of SNC securities. SNC provided either copies of the above referenced documents or links thereto on its website.

125. SNC regularly communicated with the public investors and financial analysts via established market communication mechanisms, including through regular disseminations of their disclosure documents, including press releases on newswire services in Canada, the United States and elsewhere. Each time SNC communicated that new material information about SNC financial results to the public the price of SNC securities was directly affected.

126. SNC was the subject of analysts' reports that incorporated and/or analyzed and interpreted certain of the information contained in the disclosure documents, with the effect that any recommendations to purchase SNC securities in such reports during the Class Period were based, in whole or in part, upon that information.

127. SNC's securities were and are traded, among other places, on the TSX, which is an efficient and automated market. The price at which SNC's securities traded promptly incorporated material information from SNC's disclosure documents about SNC's business and affairs, including the misrepresentations alleged herein, which was disseminated to the public through the documents referred to above and distributed by SNC, as well as by other means.

Statutory Liability for Misrepresentations – Secondary Market

128. Each of the Impugned Documents is a "Core Document" within the meaning of the *QSA* and the equivalent provisions of the Other Canadian Securities Legislation.

129. Some or all of the Impugned Documents contained one or more misrepresentations.

130. Each of the D&Os was an officer and/or director of SNC-Lavalin at all material times.

131. Each of the D&Os authorized, permitted or acquiesced in the release of some or all of the Impugned Documents.

132. SNC-Lavalin is a reporting issuer within the meaning of the *QSA* and the Other Canadian Securities Legislation.

133. The Plaintiff and Class Members assert the causes of action set forth in Title VIII, Chapter II, Division II of the *QSA* and the equivalent provisions of the Other Canadian Securities Legislation against all Defendants, and seek leave, as required, in connection therewith.

134. The claims of each of the Class Members are based on the same facts as those upon which the claim of the Plaintiff is based, as set forth above.

Conditions required to institute a class action

135. The composition of the Class makes the application of article 59 of 67 C.C.P. impracticable for the following reasons:

- The number of persons included in the Class is estimated to be several thousand;
- The names and addresses of persons included in the Class are not known to the Plaintiff (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.

136. The claims of the Class Members raise identical, similar or related questions of fact or law, namely:

Statutory Secondary Market Liability – Impugned Documents

(a) Did the Impugned Documents contain a misrepresentation within the meaning of the QSA as pleaded in the Amended Motion for leave to plead the cause of action contained in Title VIII, Chapter II, Division II of the QSA and to Authorize the bringing of a class action and to obtain the status of representative?

(b) If the answer to (a) is yes, then when and by what means were the misrepresentations contained in the Impugned Documents publicly corrected?

(c) If the answer to (a) is yes:

(i) did the defendants Gilles Laramée ("Laramée"), Pierre Duhaime ("Duhaime"), Riadh Ben Aïssa ("Ben Aïssa") and Stéphane Roy ("Roy"), or any of them, authorize, permit or acquiesce in the release of the Impugned Documents which contained one or more misrepresentations?

(ii) did Duhaime, Laramée, Ben Aïssa and Roy actually know that the Impugned Documents contained misrepresentations at the time such documents were released?

(iii)if any of Duhaime, Laramée, Ben Aïssa and Roy did not actually know that the Impugned Documents contained misrepresentations at the time such documents were released, then does recklessness or willful blindness with respect to the misrepresentations suffice for purposes of the knowledge requirement of s. 225.31 of the QSA?

(iv)if the answer to clause (iii) above is yes, were Duhaime, Laramée, Ben Aïssa and Roy, or any of them, reckless or wilfully blind as to the existence of the misrepresentations in the Impugned Documents at the time such documents were released?

Statutory Secondary Market Liability – Certifications

(d) Did the Certifications contain a misrepresentation within the meaning of the QSA as pleaded in the Amended Motion for leave to plead the cause of action contained in Title VIII, Chapter II, Division II of the QSA and to Authorize the bringing of a class action and to obtain the status of representative?

(e) If the answer to d) is yes, then when and by what means was the misrepresentation contained in the Certifications publicly corrected?

(f) If the answer to (d) is yes:

(i) did Duhaime and Laramée, or either of them, authorize, permit or acquiesce in the release of the Certifications which contained a misrepresentation?

(ii) if the answer to clause (i) above is yes, with respect to Duhaime and Laramée:

(1) did they actually know that the Certifications contained the misrepresentation at the time such documents were released?

(2) at or before the time the Certifications were released, did they deliberately avoid acquiring knowledge that the Certifications contained the misrepresentation? or

(3) were they, through action or failure to act, guilty of gross fault in connection with the release of the Certifications?

(iii) if the answer to clause (i) above is yes, and if either of Duhaime or Laramée did not actually know that the Certifications contained the misrepresentation at the time such documents were released, then does recklessness or willful blindness with respect to the misrepresentation suffice for purposes of the knowledge requirement of s. 225.31 of the QSA?

(iv) if the answer to clauses (i) and (iii) above is yes, was either of Duhaime or Laramée reckless or wilfully blind as to the existence of the misrepresentation in the Certifications at the time such documents were released?

Due Diligence

(g) If the answer to (a) or (d) is yes:

(i) before the release of the Impugned Documents and Certifications, as the case may be, did the applicable Defendant conduct or cause to be conducted a "reasonable investigation" in accordance with s. 225.17 of the QSA?

(ii) at the time of the release of the Impugned Documents and Certifications, as the case may be, did the applicable Defendant have no reasonable grounds to believe that the documents contained the misrepresentations?

Assessment of Damages

(h) If the answer to (a) or (d) is yes, did the Class Members suffer damages caused by the misrepresentations and, if so, on what basis are the damages suffered by Class Members to be determined?

(i) For purposes of s. 225.28 to 225.33 of the QSA, what amount, if any, of the change in the market price of SNC's securities after the corrective disclosure and during the 10 trading days thereafter was unrelated to the alleged misrepresentations?

(j) What are the applicable limits on damages, if any, for each Defendant under s. 225.28 to 225.33 of the QSA?

Proportionate Liability

(k) If the answer to (a) or (d) is yes, for each applicable Defendant found liable, what is that defendant's respective responsibility for assessed damages pursuant to s. 225.28 to 225.33 of the QSA?

Administration Costs

(l) Should the Defendants pay any of the costs of administering and distributing the recovery? If so, which Defendants should pay, and how much should each such Defendant pay?

Nature of the action and conclusions sought

137. The action that the Plaintiff wishes to institute for the benefit of the Class Members is an action in damages on the basis of the cause of action contained in Title VIII, Chapter II, Division II of the *QSA*;

138. The conclusions that the Plaintiff wishes to introduce by way of a motion to institute proceedings are:

GRANT the Plainitff's action against the Defendants, under the cause of action contained in Title VIII, Chapter II, Division II of the *QSA* and, if necessary, the equivalent provisions of the Other Canadian Securities Legislation;

CONDEMN Defendants to pay to the Class Members compensatory damages in the amount of $250 million, with interest and the additional indemnity provided by law, calculated from November 6th, 2009, or such other sum as this Court finds appropriate for all monetary losses;

GRANT the class action of the Plaintiff on behalf of all the Class Members;

ORDER the treatment of individual claims of each of the Class Members in accordance with articles 1037 to 1040 *C.C.P.*;

THE WHOLE with interest and additional indemnity provided for in the *Civil Code of Québec* and with full costs and expenses including expert fees, notice fees and fees relating to administering the plan of distribution of the recovery in this action.

139. The Plaintiff suggests that this class action be exercised before the Superior Court in the district of Montréal for the following reasons:

- SNC is domiciled in the judicial district of Montréal where its head office is located;
- The Class Members reside everywhere in the Province of Québec;
- The Plaintiff's lawyers have an office in the district of Montréal.

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

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

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

FOR THESE REASONS, MAY IT PLEASE THE COURT:

GRANT the present motion;

AUTHORIZE leave under the cause of action contained in Title VIII, Chapter II, Division II of the *QSA* and, if necessary, the equivalent provisions of the Other Canadian Securities Legislation and the bringing of a class action in the form of a Motion to institute proceedings in damages;

ASCRIBE the Plaintiff the status of representative of the persons included in the Class herein described as:

> All persons who acquired securities of SNC during the Class Period, who were resident or domiciled in the Province of Québec at the time they acquired such securities and who are not precluded from participating in a class action by virtue of Article 999 of the Québec Code of Civil Procedure, RSQ, c C-25, except for the Excluded Persons.

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

Statutory Secondary Market Liability – Impugned Documents

(a) Did the Impugned Documents contain a misrepresentation within the meaning of the QSA as pleaded in the Amended Motion for leave to plead the cause of action contained in Title VIII, Chapter II, Division II of the QSA and to Authorize the bringing of a class action and to obtain the status of representative?

(b) If the answer to (a) is yes, then when and by what means were the misrepresentations contained in the Impugned Documents publicly corrected?

(c) If the answer to (a) is yes:

(i) did the defendants Gilles Laramée ("Laramée"), Pierre Duhaime ("Duhaime"), Riadh Ben Aïssa ("Ben Aïssa") and Stéphane Roy ("Roy"), or any of them, authorize, permit or acquiesce in the release of the Impugned Documents which contained one or more misrepresentations?

(ii) did Duhaime, Laramée, Ben Aïssa and Roy actually know that the Impugned Documents contained misrepresentations at the time such documents were released?

(iii) if any of Duhaime, Laramée, Ben Aïssa and Roy did not actually know that the Impugned Documents contained misrepresentations at the time such documents were released, then does recklessness or willful blindness with respect to the misrepresentations suffice for purposes of the knowledge requirement of s. 225.31 of the QSA?

(iv) if the answer to clause (iii) above is yes, were Duhaime, Laramée, Ben Aïssa and Roy, or any of them, reckless or wilfully blind as to the existence of the misrepresentations in the Impugned Documents at the time such documents were released?

Statutory Secondary Market Liability – Certifications

(d) Did the Certifications contain a misrepresentation within the meaning of the QSA as pleaded in the Amended Motion for leave to plead the cause of action contained in Title VIII, Chapter II, Division II of the QSA and to Authorize the bringing of a class action and to obtain the status of representative?

(e) If the answer to d) is yes, then when and by what means was the misrepresentation contained in the Certifications publicly corrected?

(f) If the answer to (d) is yes:

(i) did Duhaime and Laramée, or either of them, authorize, permit or acquiesce in the release of the Certifications which contained a misrepresentation?

(ii) if the answer to clause (i) above is yes, with respect to Duhaime and Laramée:

(1) did they actually know that the Certifications contained the misrepresentation at the time such documents were released?

(2) at or before the time the Certifications were released, did they deliberately avoid acquiring knowledge that the Certifications contained the misrepresentation? or

(3) were they, through action or failure to act, guilty of gross fault in connection with the release of the Certifications?

(iii)if the answer to clause (i) above is yes, and if either of Duhaime or Laramée did not actually know that the Certifications contained the misrepresentation at the time such documents were released, then does recklessness or willful blindness with respect to the misrepresentation suffice for purposes of the knowledge requirement of s. 225.31 of the QSA?

(iv)if the answer to clauses (i) and (iii) above is yes, was either of Duhaime or Laramée reckless or wilfully blind as to the existence of the misrepresentation in the Certifications at the time such documents were released?

Due Diligence

(g) If the answer to (a) or (d) is yes:

(i) before the release of the Impugned Documents and Certifications, as the case may be, did the applicable Defendant conduct or cause to be conducted a "reasonable investigation" in accordance with s. 225.17 of the QSA?

(ii) at the time of the release of the Impugned Documents and Certifications, as the case may be, did the applicable Defendant have no reasonable grounds to believe that the documents contained the misrepresentations?

Assessment of Damages

(h) If the answer to (a) or (d) is yes, did the Class Members suffer damages caused by the misrepresentations and, if so, on what basis are the damages suffered by Class Members to be determined?

(i) For purposes of s. 225.28 to 225.33 of the QSA, what amount, if any, of the change in the market price of SNC's securities after the corrective disclosure and during the 10 trading days thereafter was unrelated to the alleged misrepresentations?

(j) What are the applicable limits on damages, if any, for each Defendant under s. 225.28 to 225.33 of the QSA?

Proportionate Liability

(k) If the answer to (a) or (d) is yes, for each applicable Defendant found liable, what is that defendant's respective responsibility for assessed damages pursuant to s. 225.28 to 225.33 of the QSA?

Administration Costs

(l) Should the Defendants pay any of the costs of administering and distributing the recovery? If so, which Defendants should pay, and how much should each such Defendant pay?

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

GRANT the Plainitff's action against the Defendants, under the cause of action contained in Title VIII, Chapter II, Division II of the *QSA* and, if necessary, the equivalent provisions of the Other Canadian Securities Legislation;

CONDEMN Defendants to pay to the Class Members compensatory damages in the amount of $250 million, with interest and the additional indemnity provided by law, calculated from November 6th, 2009, or such other sum as this Court finds appropriate for all monetary losses;

GRANT the class action of the Plaintiff on behalf of all the Class Members;

ORDER the treatment of individual claims of each of the Class Members in accordance with articles 1037 to 1040 *C.C.P.*;

THE WHOLE with interest and additional indemnity provided for in the *Civil Code of Québec* and with full costs and expenses including expert fees, notice fees and fees relating to administering the plan of distribution of the recovery in this action;

DECLARE that all Class Members that have not requested their exclusion from the Class 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 Class Members;

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

THE WHOLE with costs, including the costs of all publications of notices.

Quebec, January 10, 2013

Siskinds Desmeules

SISKINDS, DESMEULES, S.E.N.C.R.L.
Lawyer for the Plaintiff

CANADA

PROVINCE OF QUEBEC
DISTRICT OF QUÉBEC

NO: 200-06-000141-120

(Class Action)
SUPERIOR COURT

JEAN-PAUL DELAIRE

Plaintiff;

v.

SNC-LAVALIN GROUP INC. & als.

Defendants;

LIST OF EXHIBITS

Exhibit P-1:	Press Release: "SNC-Lavalin Provides Update on Announcement of 2011 Financial Results and Impact on 2011 Outlook", February 28, 2012;
Exhibit P-2:	Press Release: "SNC-Lavalin Announces Departure of Chief Executive Officer, Appointment of Interim Chief Executive Officer and Fourth Quarter and Year-End Results for 2011", dated March 26, 2012;
Exhibit P-3:	Policy: Responsabilities of the Board of Directors;
Exhibit P-4:	Code of Ethics and Business Conduct, filed August 8, 2005;
Exhibit P-5:	Policy: Human Resources Committee;
Exhibit P-6:	Policy: Governance Committee;
Exhibit P-7:	Press Release: "SNC-Lavalin Reports on Results of Voluntary Independent Review", dated March 26, 2012;
Exhibit P-7A:	Annual MD&A for the financial year ended December 31, 2011, filed on SEDAR on March 26, 2012;
Exhibit P-8:	Policy: Audit Committee;
Exhibit P-9:	Interim MD&A, quarter ended September 30, 2009;
Exhibit P-10:	Annual MD&A, year ended December 31, 2009;
Exhibit P-11:	Annual Financial Statements, year ended December 31, 2009;

Exhibit P-12:	2009, AIF, filed March 12, 2010;
Exhibit P-13:	Management Proxy Circular, filed March 12, 2010;
Exhibit P-14:	Interim MD&A, quarter ended March 31, 2010;
Exhibit P-15:	Interim Financial Statements, quarter ended March 31, 2010;
Exhibit P-16:	Interim MD&A, quarter ended June 30, 2010;
Exhibit P-17:	Interim Financial Statements, quarter ended June 30, 2010;
Exhibit P-18:	Interim MD&A, quarter ended September 30, 2010;
Exhibit P-19:	Interim Financial Statements, quarter ended September 30, 2010;
Exhibit P-20:	Annual MD&A, year ended December 31, 2010;
Exhibit P-21:	Annual Financial Statements, year ended December 31, 2010;
Exhibit P-22:	2010 AIF, filed March 11, 2011;
Exhibit P-23:	Management Proxy Circular, filed March 11, 2011;
Exhibit P-24:	Interim MD&A, quarter ended March 31, 2011;
Exhibit P-25:	Interim Financial Statements, quarter ended March 31, 2011;
Exhibit P-26:	Interim MD&A, quarter ended June 30, 2011;
Exhibit P-27:	Interim Financial Statements, quarter ended June 30, 2011;
Exhibit P-28:	Interim MD&A, quarter ended September 30, 2011;
Exhibit P-29:	Interim Financial Statements, quarter ended September 30, 2011;
Exhibit P-30:	The Certifications filed on SEDAR on November 6, 2009, March 12, 2010, May 6, 2010, August 6, 2010, November 5, 2010, March 11, 2011, May 5, 2011, August 5, 2011 and November 4, 2011 (e*n liasse*);
Exhibit P-31:	Press Release: "SNC-Lavalin Announces Executive Changes", dated February 9, 2012.

Quebec, January 10, 2013

Siskinds, Desmeules

SISKINDS, DESMEULES, S.E.N.C.R.L.
Lawyer for the Plaintiff

C A N A D A
PROVINCE DE QUÉBEC
DISTRICT DE QUÉBEC

COUR SUPÉRIEURE (RECOURS COLLECTIF)
NO : 200-06-000141-120

GLENN WINDER
Requérant

c.

SNC-LAVALIN GROUP INC. ET ALS.;
Intimées;

AMENDED MOTION FOR LEAVE TO PLEAD THE CAUSE OF ACTION CONTAINED IN TITLE VIII, CHAPTER II, DIVISION II OF THE QSA AND TO AUTHORIZE THE BRINGING OF A CLASS ACTION AND TO OBTAIN THE STATUS OF REPRESENTATIVE
(Article 1002 C.C.P. and following and 225.4 QSA and following)

BB-6852 **Casier 15**

Me Samy Elnemr
N/D : 67-107

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