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Form 10
[Rule 3.25]

COURT FILE NUMBER

COURT

JUDICIAL CENTRE

PLAINTIFFS

DEFENDANTS

DOCUMENT

ADDRESS FOR SERVICE AND
CONTACT INFORMATION OF
PARTY FILING THIS DOCUMENT

COURT OF QUEEN'S BENCH OF ALBERTA

WETASKIWIN

709035 ALBERTA LTD., 1273793 ALBERTA LTD., 768899 ALBERTA LTD., KUNTZ BROS. FARMS LTD., CAMROSE INSURANCE SERVICES LTD., BRAD BELKE, ROBERT REEVES, ANDREW HOSFORD, WILLIAM A. SMITH, THOMAS O. KUNTZ, CLIFFORD BENHAM, KEVIN GURR, ROSS DREVER, BARRY VALL

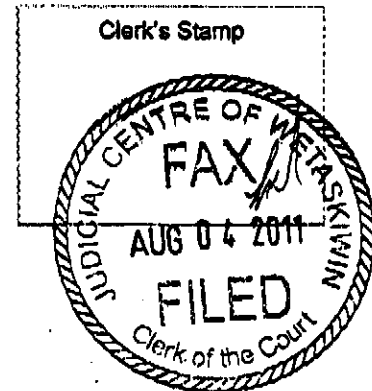
RADIANT DEVELOPMENT SERVICES LTD., GREG TINDALL and PAM TINDALL

STATEMENT OF CLAIM

David R. Francoeur KNAUT JOHNSON

4925 -51 Street, Camrose AB T4V 1S4

Phone: 780-672-5561 Fax: 780-672-5561



NOTICE TO DEFENDANTS

You are being sued. You are a defendant.

Go to the end of this document to see what you can do and when you must do it.

Note: State below only facts and not evidence (Rule 13.6)

Statement of facts relied on:

The Parties

1. The Plaintiff, 709035 Alberta Ltd, is a corporation registered and authorized to carry on business in the Province of Alberta. It has provided \$200,000.00 in investment funds to the Defendants.
2. The Plaintiff, 1273793 Alberta Ltd. is a corporation registered and authorized to carry on business in the Province of Alberta. It has provided \$100,000.00 in investment funds to the Defendants.

3. The Plaintiff, 768899 Alberta Ltd, is a corporation registered and authorized to carry on business in the Province of Alberta. It has provided \$100,000.00 in investment funds to the Defendants.
4. The Plaintiff, Kuntz Bros. Farms Ltd, is a corporation registered and authorized to carry on business in the Province of Alberta. It has provided \$100,000.00 in investment funds to the Defendants.
5. The Plaintiff, Camrose Insurance Services Ltd, is a corporation registered and authorized to carry on business in the Province of Alberta. It has provided \$40,000.00 in investment funds to the Defendants.
6. The Plaintiff, OKKO International Corp. , is an international corporation based in the Republic of Panama. OKKO International Corp. has provided \$100,000.00 USD in investment funds to the Defendants.
7. The Plaintiff, Robert Reeves, is a resident of Edmonton, Alberta. Robert Reeves has provided \$100,000.00 in investment funds to the Defendants.
8. The Plaintiff, Andrew Hosford, is a resident of Sherwood Park, Alberta. Andrew Hosford has provided \$50,000.00 in investment funds to the Defendants.
9. The Plaintiff, William A. Smith, is a resident of Edmonton, Alberta. William A. Smith has provided \$100,000.00 in investment funds to the Defendants.
10. The Plaintiff, Thomas O. Kuntz, is a resident of Camrose, Alberta. Thomas O. Kuntz has provided \$75,000.00 in investment funds to the Defendants.
11. The Plaintiff, Clifford Benham, is a resident of Camrose, Alberta. Clifford Benham has provided \$50,000.00 in investment funds to the Defendants.
12. The Plaintiff, Kevin Gurr is a resident of Camrose, Alberta. Kevin Gurr has provided \$25,000.00 in investment funds to the Defendants.
13. The Plaintiff, Ross Drever is a resident of Camrose, Alberta. Ross Drever has provided \$25,000.00 in investment funds to the Defendant.
14. The Plaintiff , Barry Vall is a resident of Camrose, Alberta. Barry Voll has provided \$40,000.00 in investment funds to the Defendants.
15. The 14 Plaintiffs are investors and are victims of a high yield investment scheme "Investment Scheme". The Investment scheme was characterized by systemic misrepresentations and, or in the alternative, fraudulent conduct. Further particulars of the Investment Scheme are detailed at paragraphs 16 to 20. The 14 investors are collectively referred to as the "Plaintiff Investors". The Defendants had no legitimate business, or if it did, it was not as represented by the Defendants. The object of the investment scheme

was to take the Plaintiff Investor funds and convert them to the Defendants' own use, benefit and enrichment.

16. The Defendant, Radiant Development Services Ltd. is a corporation registered and authorized to carry on business in the Province of Alberta.
17. The Defendant, Gregory Tindall was until September 29, 2009, a resident of Okotoks, Alberta and now to the best of the Plaintiff Investors' knowledge, lives in or around the Kelowna, British Columbia area.
18. The Defendant, Pamela Tindall was until September 29, 2009, a resident of Okotoks, Alberta and now to the best of the Plaintiff Investors' knowledge, lives in or around the Kelowna, British Columbia area.

The Investment Scheme

19. The Defendants were engaged in a coordinated unlawful Investment scheme to obtain funds from the Plaintiff Investors with the objective of using those funds for its own benefit and enrichment contrary to ss. 52-60 of the *Competition Act*. These funds were used to unjustly enrich the Defendants and are subject to a constructive trust in favour of the Plaintiff Investors.
20. The Defendants represented to the Plaintiff Investors that they were investing funds in a private investment capital corporation that would place funds in projects worldwide and obtain a high return. One of those projects was in Verigreen Inc. PermaPave USA Corp. "PermaPave", corporation based in the United States of America. The Defendants represented that they were the only creditors of PermaPave and that they had a UCC filing and a General Security Agreement against all assets of PermaPave.
21. The Plaintiff Investors were issued with Promissory notes for the original investment amounts.
22. There does not appear to have ever been any material projects worldwide that were ever funded by the monies of the Plaintiff Investors including the PermaPave investment. Rather, the Defendants directed the investment funds to accounts inside and outside of Canada, never to be seen again by the Plaintiff Investors.
23. On or about the 29th of September, 2009, the Defendants, Greg Tindall and Pamela Tindall, sold their house in Okotoks Alberta and have not since been seen or heard from by any of the Plaintiff Investors. It would seem that the Defendants converted the Plaintiff Investors' funds to their own personal use and did not invest the funds for any legitimate investment.

24. The Plaintiff Investors have been provided with ongoing promises of payment but, despite demands for repayment of their funds the Plaintiff Investors have not received repayment of the original amounts invested, which total approximately \$1,105,000.00.

Remedy sought:

WHEREFORE, The Plaintiff Investors claim against the Defendants jointly and severally as follows:

- a) Damages in the amount of \$2,000,000.00.
- b) Loss of investment opportunity in an amount to be proven at trial;
- c) Interest pursuant to the *Judgment Interest Act*;
- d) Costs, including costs on a solicitor and client basis.

NOTICE TO THE DEFENDANTS

You only have a short time to do something to defend yourself against this claim:

20 days if you are served in Alberta

1 month if you are served outside Alberta but in Canada

2 months if you are served outside Canada.

You can respond by filing a statement of defence or a demand for notice in the office of the clerk of the Court of Queen's Bench at Wetaskiwin, Alberta, AND serving your statement of defence or a demand for notice on the plaintiff(s) address for service.

WARNING

If you do not file and serve a statement of defence or a demand for notice within your time period, you risk losing the law suit automatically. If you do not file, or do not serve, or are late in doing either of these things, a court may give a judgment to the plaintiff(s) against you.