

COURT Provincial Court of Alberta (Civil)

COURT LOCATION **Calgary**
 Calgary Courts Centre, Suite 606-S, 601-5 Street SW
 Calgary AB T2P 5P7
 Phone: 403-297-7217 Fax: 403-297-7374

PLAINTIFF(S) Royal Oak JLR Ltd. operating as Jaguar Land Rover Royal Oak

DEFENDANT(S) [REDACTED]



DOCUMENT **Civil Claim**

NOTICE TO DEFENDANT(S)
 You are being sued. You are a Defendant. Failure to respond to this Civil Claim may result in a judgment being entered against you. Go to the end of this document to see what you can do and when you must do it.

The Claim arose at Calgary, Alberta on or about April 15, 2022
City/Town Date in Full

1. The Plaintiff(s) claims from the Defendant(s): (check applicable box(es))

- \$ 35,000.00 (Amount claimed, not including interest or costs)
- Interest from the date the claim arose to the date of judgment pursuant to: (check applicable box(es))
 - an agreement between the Plaintiff(s) and the Defendant(s) at the rate of _____ % per year.
 - the Judgment Interest Act
 - Other (describe the basis for and amount of your interest claim):

- Costs
 - filing fee and costs for service of the claim and any steps taken up to judgment
 - Other (describe the basis for and amount of any other costs you are requesting):
 The Plaintiff claims all costs permitted under Practice Note 2 - Costs in Provincial Court Civil.

Other (describe any other relief that you are requesting):

2. Abandonment of excess portion of claim

(check the following box only if you are abandoning any claim that exceeds the financial jurisdiction of this Court).

I abandon that part of the Civil Claim that exceeds the financial jurisdiction of this Court. I understand and agree that I cannot recover in this Court or any other Court the part of my Civil Claim that is abandoned.

Breach of Contract

The Plaintiff(s) claim(s) against the Defendant(s) the sum of \$ 35,000.00, pursuant to a:
Amount

- Verbal contract
 Written contract
 Other (give details)

made on September 27, 2021, the details of which are
Date in Full

1. The Plaintiff, Royal Oak JLR Ltd., is a body corporate, duly incorporated pursuant to the laws of Alberta and operating under the trade name of Jaguar Land Rover Royal Oak ("Royal Oak") in Calgary, Alberta.
2. The Defendant [REDACTED] (the "Defendant" or "Purchaser") is an individual residing in Calgary, Alberta.
3. On or about September 27, 2021, the Defendant entered into a Non-Export Non-Resale Acknowledgment Agreement (hereinafter "Non-Export Agreement") with Royal Oak to purchase a 2021 Range Rover – VIN No. SALGS2RU5MA419710 (the "Vehicle"). Execution of the Non-Export Agreement was a condition of the sale of the Vehicle.
4. The Non- Export Agreement states, among other things:
 - a) It is an integral part of the purchase and sale of the vehicle between Royal Oak and the Purchaser;
 - b) Purchaser confirms the Vehicle is being purchased for personal use within Canada, and not for resale to another party for export outside of Canada;
 - c) Purchaser agrees not to directly or indirectly export the vehicle, or permit the vehicle to be exported, from Canada within 12 months of receipt of the Vehicle, without the express written consent of Royal Oak;
 - d) Purchaser agrees not to directly or indirectly enter into or acquiesce to any agreement whereby the Vehicle is leased or sold for use outside of Canada within 12 months of receipt of the Vehicle;
 - e) Purchaser agrees that if Royal Oak requests confirmation that the Vehicle has not been exported, and the Purchaser fails to deliver the Vehicle, the Vehicle will be deemed to have been exported in breach of the Non-Export Agreement; and
 - f) Purchaser agrees that liquidated damages of \$35,000.00 are a genuine pre-estimate of expenses and costs that Royal Oak may incur from any breach of the Non-Export Agreement, and that Royal Oak is entitled to claim such amount in the event of such a breach.

The contract was breached by the Defendant(s) on April 15, 2022 as follows:
Date in Full

5. On or about April 15, 2022, the Vehicle was exported from Canada.
6. The Defendant breached the Non-Export Agreement by directly or indirectly exporting the Vehicle or allowing the Vehicle to be exported from Canada within 12 months of receipt of the Vehicle without the express written consent of Royal Oak.
7. In addition, the Defendant breached the Non-Export Agreement by directly or indirectly entering into or acquiescing to an agreement whereby the Vehicle was leased or sold for use outside of Canada within 12 months of the receipt of the Vehicle.
8. Royal Oak made repeated requests to the Defendant to provide proof the Vehicle has not been re-sold or exported within 12 months of the date of delivery.
9. The Defendant further breached the Non-Export Agreement by neglecting or refusing to attend at Royal Oak's premises to

prove the Vehicle has not been exported.

10. On or about November 3, 2022, in accordance with the terms of the Non-Export Agreement, Royal Oak demanded the amount of \$35,000.00, representing the genuine pre-estimate of damages owing from the Defendant to Royal Oak for breach of the Non-Export Agreement.

11. The Defendant has neglected or refused to pay the \$35,000.00 owed to Royal Oak for breach of the Non-Export Agreement.

As a result of the breach of the contract, the Plaintiff(s) has suffered damages as follows:

12. By reason of the Defendant's breach of the Non-Export Agreement, Royal Oak has suffered and continues to suffer loss and damage of approximately \$35,000.00.

13. Royal Oak seeks \$35,000.00 in damages from the Defendant for breach of the Non-Export Agreement.

14. In the alternative, Royal Oak seeks indemnity from the Defendant.

Additional reasons for the claim by the Plaintiff(s) are:

(Briefly describe any additional reasons for your claim against the Defendant(s).)

15. THE PLAINTIFF THEREFORE CLAIMS AGAINST THE DEFENDANT:

(a) Judgment for the sum of \$35,000.00 to the date of payment of judgment;

(b) In the alternative, that the Defendant indemnify the Royal Oak;

(c) Costs of this action; and

(d) Interest pursuant to Judgment Interest Act.

ALL OF WHICH IS RESPECTFULLY SUBMITTED BY

Royal Oak JLR Ltd. operating as Jaguar Land Rover Royal Oak, Plaintiff