

NOVA SCOTIA ENERGY BOARD

IN THE MATTER OF: **The *Public Utilities Act*, R.S.N.S. 1989, c. 380, as amended**
and

IN THE MATTER OF: **A Board Inquiry into Nova Scotia Power's Cybersecurity Incident**

AFFIDAVIT

I, Elisa Akcakiryan, of the City of Halifax Regional Municipality, in the Province of Nova Scotia, make oath and give evidence as follows:

1. I am an Articled Clerk with MacGillivray Law Office Incorporated ("*MacGillivray Law*"). I have personal knowledge of the matters deposed to, except where stated to be based on information and belief, in which case I believe such information to be true.
2. This affidavit is sworn in support of a Notice of Intervention filed on behalf of Danielle Fraser, represented by *MacGillivray Law*, in respect of the above-noted Board inquiry. Ms. Fraser is the proposed representative plaintiff in the class proceeding *Danielle Fraser v. Nova Scotia Power Incorporated* ("*the proposed class action*") which concerns issues overlapping with the subject matter of the Board's investigation.

BACKGROUND AND ROLE

3. On December 5, 2025, *MacGillivray Law* filed *the proposed class action* with the Supreme Court of Nova Scotia in Halifax. Attached hereto and marked as **Exhibit "A"** is a true copy of the Notice of Action and Statement of Claim, stamped by Court Administration on December 5, 2025.
4. I was assigned to act as the primary point of contact at *MacGillivray Law* for individuals communicating with the firm regarding these concerns.
5. I commenced this role on December 8, 2025, during normal business hours, and continued in this capacity for approximately six weeks thereafter ("*the relevant period*").
6. During *the relevant period*, my responsibilities were limited to receiving, logging, and organizing information voluntarily provided by individuals who contacted the firm. I did not investigate, verify, or assess the accuracy of the information provided.

METHODS BY WHICH INFORMATION WAS RECEIVED

7. During *the relevant period*, complaints and inquiries were received through the following channels:
 - a. telephone calls to the firm's main phone line that were transferred to me; and
 - b. online submissions through the firm's website.
8. Throughout each business day during *the relevant period*, I monitored incoming telephone calls and the firm's online intake system and responded to inquiries relating to Nova Scotia Power.

INFORMATION COLLECTED

9. From individuals who contacted the firm, I collected the following information:
 - a. name;
 - b. telephone number; and
 - c. email address.
10. I did not independently verify the identity of individuals contacting the firm or the accuracy of any information they provided.

VOLUME OF COMMUNICATIONS

11. During *the relevant period*, I estimate that I received in excess of 300 telephone calls from individuals inquiring about matters relating to Nova Scotia Power, including questions regarding the firm's involvement and how they could provide information, notwithstanding that members of the public were directed to use the firm's online intake form.
12. During *the relevant period*, I monitored *MacGillivray Law*'s online intake system. I converted each inquiry into a lead and responded by directing the individual to complete the intake form. I estimate that the total number of leads to which I responded exceeded 200.
13. These estimates are based on contemporaneous call logs and online intake records maintained by the firm during *the relevant period*.
14. As of January 20, 2026, the online submission page was completed by a total of 12,563 people who indicated they were NSP customers affected by the data breach.

COMMONLY REPORTED CONCERNS

15. A substantial majority of the individuals who contacted the firm reported concerns relating to estimated electricity billing by Nova Scotia Power.
16. Commonly reported themes included:
 - a. confusion regarding how estimated bills were calculated;
 - b. difficulty understanding billing statements;
 - c. concerns that estimated bills appeared higher than expected based on household electricity usage;
 - d. delays in receiving reconciled bills or account credits following adjustments;
 - e. difficulty contacting Nova Scotia Power directly or obtaining clear explanations regarding billing;
 - f. approximately half of the individuals reported receiving billing adjustments or credits but stated that the basis for those adjustments was unclear or insufficiently explained;
 - g. individuals reported that, to their knowledge, no physical meter reading had occurred at their property for an extended period, and that billing continued to be based on estimates; and
 - h. individuals, estimated to be approximately 10, reported that changes in household energy usage, including switching to alternative heating sources, were not reflected in estimated billing, which they understood to be based on prior years' usage.

LIMITATIONS OF MY ROLE

17. I did not:
 - a. assess the accuracy of any individual electricity bill;
 - b. determine whether any individual was overcharged or undercharged; or
 - c. calculate damages or financial loss.

18. My role was limited to receiving and organizing information provided by individuals who contacted the firm.

PURPOSE OF THIS AFFIDAVIT

19. This affidavit is provided for the purpose of assisting the Nova Scotia Energy Board in considering the request for intervenor status and to provide context regarding the volume and nature of communications received by *MacGillivray Law*.

SWORN TO at the City of)
Halifax, in the)
Province of Nova Scotia,)
This 20 day of)
January, 2026)
Before me,)
)
)
)


Czerianne Nocon-Mantolino)
A Barrister and Solicitor in the)
Province of Nova Scotia)



ELISA AKCAKIRYAN
Articled Clerk

2025

M12273

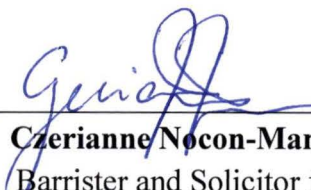
NOVA SCOTIA ENERGY BOARD

**IN THE MATTER OF: The *Public Utilities Act*, R.S.N.S.
1989, c. 380, as amended**

and

**IN THE MATTER OF: A Board Inquiry into Nova Scotia
Power's Cybersecurity Incident**

This is Exhibit "A" referred to in the
Affidavit of Elisa Akcakiryan,
Sworn before me on this 20th day
of January, 2026.



Czerianne Nocon-Mantolino
Barrister and Solicitor for the
Supreme Court of Nova Scotia

2025



Hfx No. 549242

BETWEEN:

DANIELLE FRASER

Plaintiff

- and -

NOVA SCOTIA POWER INCORPORATED

Defendant

NOTICE OF ACTION

To: The Defendant

Nova Scotia Power Incorporated
c/o Mark G. Everett (Recognized Agent)
1223 Lower Water Street
Halifax NS B3J 3S8

Action has been started against you

The plaintiff takes action against you.

The plaintiff started the action by filing this notice with the court on the date certified by the prothonotary.

The plaintiff claims the relief described in the attached statement of claim. The claim is based on the grounds stated in the statement of claim.

Deadline for defending the action

To defend the action, you or your counsel must file a notice of defence with the court no more than the following number of days after the day this notice of action is delivered to you:

- 15 days if delivery is made in Nova Scotia
- 30 days if delivery is made elsewhere in Canada
- 45 days if delivery is made anywhere else.

Judgment against you if you do not defend

The court may grant an order for the relief claimed without further notice, unless you file the notice of defence before the deadline.

You may demand notice of steps in the action

If you do not have a defence to the claim or you do not choose to defend it you may, if you wish to have further notice, file a demand for notice.

If you file a demand for notice, the plaintiff must notify you before obtaining an order for the relief claimed and, unless the court orders otherwise, you will be entitled to notice of each other step in the action.

Rule 57 - Action for Damages Under \$150,000

Civil Procedure Rule 57 limits pretrial and trial procedures in a defended action so it will be more economical. The Rule applies if the plaintiff states the action is within the Rule. Otherwise, the Rule does not apply, except as a possible basis for costs against the plaintiff.

This action is not within Rule 57.

Filing and delivering documents

Any documents you file with the court must be filed at the office of the prothonotary at 1815 Upper Water Street, Halifax, Nova Scotia, B3J 1S7 (telephone # 902-424-4900).

When you file a document, you must immediately deliver a copy of it to each other party entitled to notice, unless the document is part of an ex parte motion, the parties agree delivery is not required, or a judge orders it is not required.

Contact information

The plaintiff designates the following address:

MacGillivray Law
5777 West Street
Halifax NS B3K 1H9

Documents delivered to this address are considered received by the plaintiff on delivery. Further contact information is available from the prothonotary.

Proposed place of trial

The plaintiff proposes that, if you defend this action, the trial will be held in Halifax, Nova Scotia.

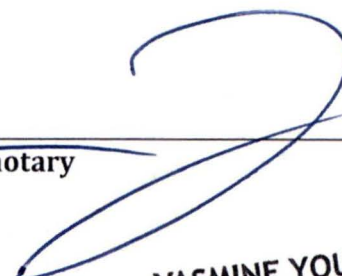
Signature

Dated at New Glasgow, this 5th day of December, 2025.


to- JAMIE MACGILLIVRAY
MacGillivray Injury & Insurance Law
Solicitors for the Plaintiff
5777 West Street
Halifax, NS B3K 1H9
Phone: 902-404-3239
Fax: 902-404-3853

Prothonotary's certificate

I certify that this notice of action, and statement of claim was filed with the court on December, 5
2025.


Prothonotary
YASMINE YOUSEFI
Deputy Prothonotary

STATEMENT OF CLAIM

Class Proceeding Pursuant to the *Class Proceedings Act*, S.N.S. 2007, c.28

I. OVERVIEW

1. Utilities occupy a position of trust in Canadian society. The majority of Nova Scotia citizens and consumers have little choice but to entrust essential services (and their most sensitive personal information) to a regulated monopoly utility (essential service) provider, who enjoys both market power and a statutory mandate. Such monopolistic market power creates a heightened duty to act fairly, transparently, and responsibly. When a regulated monopoly utility fails, the consequences are not borne by shareholders or executives, but by ordinary Nova Scotians, who depend on transparent and reliable billing, secure data systems, and truthful communication for their most basic household needs.
2. The April 2025 cyberattack and corresponding data breach (the "Data Breach") at Nova Scotia Power Incorporated ("NSP") constituted a systemic failure to meet its non-optional statutory obligations, including, *inter alia*, systemic data governance breakdowns, utility-wide responsiveness failures, and Province-wide inaccurate billing, affecting hundreds of thousands of Nova Scotians.
3. NSP failed to meet its common law, contractual, and non-optional statutory obligations as a regulated monopoly utility. Its systems were not secured to an appropriate standard relative to the sensitivity of the information it held, and the corresponding lack of consumer options within the marketplace. Its practices and its responses to the Data Breach prioritized corporate convenience and interest over consumer protection. Furthermore, NSP shifted the financial, emotional, and logistical burden of its multiple failures onto its customers.
4. The Data Breach caused both a mass personal information compromise, as well as a mass billing integrity failure. The personal information compromise exposed customers' personal information to unauthorized parties, creating a substantial risk of identity theft and financial fraud. To deal with the failure of its systems, NSP knowingly implemented a billing system that it knew was inaccurate, without informing either its customers or regulators. The billing integrity failure caused inaccurate, inflated, and unreliable bills, resulting in financial loss, confusion, and other hardship.

5. The Plaintiff brings this action under the *Class Proceedings Act*, S.N.S. 2007, c.28, on behalf of all Nova Scotia Power customers and former customers affected by the Data Breach. The claims advance negligence, breach of contract, breach of non-optional statutory obligations, including breach of privacy legislation, consumer protection legislation and utilities legislation, unjust enrichment, and claims based on unconscionable or oppressive conduct.
6. Relief sought includes claims for declaratory, compensatory, aggravated and punitive relief.

II. THE PARTIES

7. The Representative Plaintiff, Danielle Fraser, resides in Westville Nova Scotia (the "Plaintiff"). Further to the Data Breach, the Plaintiff suffered a personal information compromise and was also subject to a billing integrity failure (described herein).
8. The Defendant, Nova Scotia Power Incorporated ("NSP"), is a limited company, registered to carry on business in the Province of Nova Scotia. Its recognized agent is Mark G. Everett, who maintains an address for service, located at 1223 Lower Water Street, in Halifax, Nova Scotia. NSP is the monopoly electricity provider for Nova Scotia. NSP collects its customers' personal information as a condition of service.

III. THE PROPOSED CLASS

9. The Plaintiff brings this action on behalf of the following proposed class (the "Class"):

All persons in Nova Scotia who, on or after April 1, 2025, were customers of Nova Scotia Power and whose personal information and/or electricity billing was affected by the April 2025 Data Breach.

10. The Class includes, without limitation:
 - A. **customers whose personal information was accessed, exfiltrated, or reasonably believed to have been accessed during the Privacy Breach;**
 - B. **customers who received estimated, inaccurate, inflated, delayed, corrected, duplicate, or otherwise impacted bills resulting from the Cyber Breach.**
11. Hereinafter, any and all references to the Plaintiff includes reference to the Class, as appropriate.

IV. FACTUAL BACKGROUND

(A) PERSONAL INFORMATION COMPROMISE

12. The Data Breach resulted in unauthorized access to NSP's customers' personal information, including (but not necessarily limited to) contact and other identifying information (including, *inter alia*, email addresses, personal addresses and/or phone numbers), Social Insurance Numbers, and other account or banking-related information.
13. NSP sent letters to affected customers, acknowledging that their personal information "*may have been accessed*" and offering free credit monitoring.
14. NSP's omissions caused customers to experience anxiety, stress, fear of identity theft and financial fraud, and time and expense spent securing accounts, monitoring credit and/or implementing other personal and financial mitigating procedures or safeguards.

(B) BILLING INTEGRITY FAILURE

15. The Data Breach compromised NSP's internal systems, including (but not necessarily limited to) metering (including consumption monitoring) and billing / invoicing.
16. NSP resorted to widespread estimated billing. These estimates were, *inter alia*, unreliable, inaccurate, and inflated.
17. Customers received:
 - (a) inflated estimated bills;
 - (b) multiple bills within short periods;
 - (c) abrupt invoice corrections;
 - (d) unexplained charges; and/or
 - (e) threats of disconnection for inaccurate amounts owing.

18. NSP failed to implement meaningful relief measures, such as (including, but not necessarily limited to) bill smoothing, interest forgiveness, or temporary credits. Furthermore, NSP did not inform customers of how it changed its billing practices in the aftermath of the Data Breach.

(c) MISLEADING AND INADEQUATE COMMUNICATIONS

19. NSP disclosures omitted material information regarding the scope of the personal information compromise, the length of unauthorized access, and the specific categories of data compromised.
20. In response to the billing integrity failure, NSP did not inform customers, either promptly or otherwise, that billing and invoicing were based on estimates and not actual meter readings.
21. These omissions constitute misleading and deceptive conduct.

(d) PIPEDA AND STATUTORY PRIVACY SAFEGUARDING OBLIGATIONS

22. NSP collects, retains, and uses customer personal information in the course of commercial activities.
23. NSP is required to safeguard that information in accordance with the requirements outlined in the *Personal Information Protection and Electronic Documents Act*, S.C. 2000, c.5 ("PIPEDA").
24. PIPEDA imposes obligations on organizations to, *inter alia*, protect personal information using security safeguards appropriate to the sensitivity of the personal information; implement policies and practices that ensure compliance with privacy protections, and; prevent unauthorized access, disclosure, copying, use, or modification of personal information.
25. These non-optional statutory obligations reflect the minimum standard of care that a reasonable utility service provider must meet when collecting, retaining, or using (in this case highly sensitive) personal information. NSP failed to meet this standard by permitting unauthorized actors to access customers' personal information and by maintaining inadequate administrative, physical and technical safeguards.
26. NSP's offer of free credit monitoring constitutes an acknowledgment that the Data Breach and corresponding personal information compromise created a real risk of significant harm,

including (but not necessarily limited to) identity theft and financial fraud, consistent with the breach-notification requirements under PIPEDA.

V. CASUS OF ACTION

(A) NEGLIGENCE – PERSONAL INFORMATION COMPROMISE

27. The Data Breach resulted in unauthorized access to and the potential harvesting of NSP's customers' personal information.
28. NSP sent letters to affected customers, acknowledging that their personal information "*may have been accessed*" and offering free credit monitoring.
29. NSP's omissions caused customers to experience anxiety, stress, fear of identity theft, fear of financial fraud, and time and expense spent securing accounts, monitoring credit and/or implementing other personal and financial mitigating procedures or safeguards.
30. NSP owed a duty of care to safeguard personal information using reasonable cybersecurity measures, including compliance with a variety of non-optional statutory obligations.
31. The Plaintiff states that the aforementioned personal information compromise was the result of NSP's negligence, the particulars of which are as follows:
 - (a) failing to implement adequate digital security safeguards;
 - (b) failing to implement policies and procedures for the protection of personal information;
 - (c) failing to implement mechanisms to prevent unauthorized access to personal information;
 - (d) failing to implement meaningful consent practices regarding its collection, retention and use of personal information;
 - (e) failing to detect, contain, or mitigate the Data Breach and corresponding personal information compromise in a timely manner; and
 - (f) any such other negligence or intentional acts relating to the personal information compromise, as may appear.

32. The Plaintiff suffered damages and loss in connection with the personal information compromise, including, *inter alia*, anxiety, stress, fear of identity theft, fear of financial fraud, and time and expense spent securing accounts, monitoring credit and/or implementing other personal and financial mitigating procedures or safeguards.

(B) NEGLIGENCE – BILLING INTEGRITY FAILURE

33. NSP owed a duty of care to ensure reliable meter data collection and to maintain accurate billing and invoicing systems.
34. The Plaintiff states that the aforementioned billing integrity failure was the result of NSP's negligence, the particulars of which are as follows:
- (a) failing to maintain adequate operational controls;
 - (b) issuing bills or invoices that were based on estimates, as opposed to accurate or reliable meter data collection demonstrating actual consumption for billing purposes, resulting in inaccurate or otherwise inflated bills;
 - (c) failing to correct measuring, billing or invoicing, or any other errors promptly;
 - (d) failing to disclose the nature and extent of system failures, or corresponding remedial measures;
 - (e) failing to implement meaningful consent practices regarding remedial meter data collection or billing practices; and
 - (f) any such other negligence or intentional acts relating to the billing integrity failure, as may appear.
35. The Plaintiff suffered damages and loss in connection with the billing integrity failure, including, *inter alia*, financial losses, late fees, and cash-flow disruption.

(C) NEGLIGENCE MISREPRESENTATION / FRAUDULENT MISREPRESENTATION (DECEIT) – BILLING INTEGRITY FAILURE

36. NSP owed a duty of care to ensure that its representations regarding meter functionality, meter data collection, billing and invoice accuracy, account balances, and billing and invoicing systems and practices, were accurate, fulsome, true, and not negligently or fraudulently misleading.
37. The Plaintiff states that NSP made negligent misrepresentations, or otherwise fraudulent misrepresentations (deceit) with respect to, *inter alia*, meter functioning, meter data collection, and corresponding billing and invoicing practices, either expressly or by implication, the particulars of which are as follows:
 - (a) representing that its metering and/or billing systems were functioning properly;
 - (b) representing that billing and invoicing was based on proper meter functionality and meter data collection, as related to actual consumption within relevant timeframes relative to the billing cycle;
 - (c) requiring customers to pay amounts stated in bills and invoices to avoid arrears, interest, or service interruption;
 - (d) failing to disclose that meter data was unavailable, or otherwise corrupted;
 - (e) failing to disclose that bills and invoices were being generated using unreliable estimates, versus actual consumption, within relevant timeframes relative to the billing cycle;
 - (f) failing to disclose that customers' accounts may not accurately reflect actual consumption within relevant timeframes relative to the billing cycle;
 - (g) failing to disclose that the duration and scope of the billing integrity failure was significant and/or ongoing;
 - (h) failing to disclose that NSP could not assure customers of the accuracy of any bills or invoices issued throughout the relevant period; and

- (i) any such other negligent misrepresentations or fraudulent misrepresentation (deceit), or other intentional acts relating to the billing integrity failure, as may appear, relating to its metering and/or billing systems and practices.
38. The Plaintiff reasonably relied on NSP's representations by unknowingly paying inaccurate invoices, altering household budgets, foregoing other expenses, and/or refraining from disputing or challenging charges that NSP presented as accurate and enforceable.
39. As a direct and foreseeable result of NSP's negligent misrepresentations, or otherwise fraudulent misrepresentations (deceit), the Plaintiff suffered damages and loss, including (but not necessarily limited to):
- (a) overpayment for electricity consumed;
 - (b) bank fees, interest charges, or credit impacts;
 - (c) cash-flow disruption and financial hardship;
 - (d) time and effort spent disputing or investigating inaccurate bills; and
 - (e) stress, inconvenience, and uncertainty regarding true account balances.
40. NSP's conduct constitutes negligent misrepresentations, or otherwise fraudulent misrepresentations (deceit), and NSP is liable to compensate the Plaintiff for all resulting losses arising from the Billing Integrity Failure, which may include, inter alia, aggravated and/or punitive damages.

(D) BREACH OF CONTRACT

41. NSP owed the following contractual obligations, whether express or implied, including (but not necessarily limited to):
- (a) to bill or invoice accurately, based on consumption;
 - (b) to correct any metering, billing or invoicing errors promptly;
 - (c) to protect personal information that it had collected, retained or used; and
 - (d) to provide utility and related services with reasonable care, diligence and skill.

42. NSP breached these obligations in relation to the Data Breach, the personal information compromise, and the billing integrity failure.

(E) BREACH OF THE *CONSUMER PROTECTION ACT*

43. NSP has a non-optional statutory obligation to conduct business in accordance with the terms of the ***Consumer Protection Act***, R.S.N.S. 1989, c.92, s.1 ("*CPA*"), which recognizes the Plaintiff as a "*consumer*" and NSP a "*supplier*", thereunder.
44. NSP engaged in "*unfair practices*", as defined in the CPA, including (but not necessarily limited to):
- (a) making misleading representations regarding billing accuracy;
 - (b) failing to disclose that bills were estimated or otherwise unreliable; and
 - (c) representing that its systems were functioning properly, or otherwise secure when they were not functioning properly, or otherwise secure;
45. The Plaintiff states that NSP failed to meet its non-optional statutory obligation to conduct business in accordance with the CPA, as its conduct was, *inter alia*, false, misleading, deceptive, entitling her to damages and other relief thereunder.

(F) BREACH OF STATUTORY DUTY – *PUBLIC UTILITIES ACT* AND *PIPEDA*

46. NSP has a non-optional statutory obligation to charge just and reasonable rates and maintain adequate systems, in accordance with the terms of the ***Public Utilities Act***, R.S.N.S. 1989, c.380.
47. NSP breached its non-optional statutory duty in this regard, by, *inter alia*:
- (a) issuing incorrect invoices;
 - (b) failing to maintain billing integrity (as previously described); and
 - (c) failing to safeguard personal information.

48. NSP is furthermore subject to non-optional statutory obligations under PIPEDA, which governs the collection, retention, and use of personal information throughout the course of commercial activities.
49. PIPEDA requires NSP to protect personal information using security safeguards appropriate to its sensitivity, implement policies and practices to give effect to privacy protections, and prevent unauthorized access, disclosure, copying, harvesting, use, or modification of personal information.
50. NSP failed to comply with these non-optional statutory obligations by maintaining inadequate cybersecurity safeguards, failing to prevent unauthorized access during the Data Breach and corresponding personal information compromise, and failing to provide accurate and complete disclosure regarding the scope of the incident.
51. NSP's failure to meet its non-optional statutory obligations in this regard reinforces and, in and of itself constitutes a breach of its statutory duties as a monopoly utility service provider entrusted with sensitive customer information, and supports findings of negligence, breach of confidence, and entitlement to punitive damages.
52. The Plaintiff states that NSP failed to meet its non-optional statutory obligation under the ***Public Utilities Act*** and PIPEDA, entitling her to damages and other relief thereunder.

(F) UNJUST ENRICHMENT

53. NSP collected or attempted to collect amounts that were not based on actual consumption.
54. NSP's enrichment corresponds to a deprivation amongst its customers.
55. No juristic reason exists for NSP to retain such amounts.
56. The Plaintiff states that NSP's conduct in this regard entitling her to damages and other relief.

(G) UNCONSCIONABLE OR OPPRESSIVE CONDUCT

57. NSP holds overwhelming bargaining power as a virtual monopoly and requires customers to provide sensitive personal information as a condition or service.

58. NSP exploited this imbalance by shifting the burden of its system failures onto Nova Scotia consumers.
59. The Plaintiff states that NSP's conduct in this regard entitling her to damages and other relief.

VI. DAMAGES AND LOSS

60. The Plaintiff states that NSP's failure to meet its common law, contractual, and non-optional statutory obligations as a regulated monopoly utility has caused her to suffer the following damages and loss:
 - (a) overpayment for electricity;
 - (b) time and expense associated with securing accounts, monitoring credit and/or implementing other personal and financial mitigating procedures or safeguards;
 - (c) time and expense associated with disputing bills;
 - (d) emotional distress and anxiety;
 - (e) late fees and other financial hardship;
 - (f) risk of identity theft and financial fraud;
 - (g) aggravated damages;
 - (h) punitive damages arising from, *inter alia*, NSP's reckless disregard for customer rights; and
 - (g) any such other damages and loss as may appear.

VII. RELIEF SOUGHT

61. The Plaintiff claims, on behalf of the Class:
 - (a) an Order certifying this action as a class proceeding;
 - (b) declarations that NSP:
 - i. breached the duty of care;

- ii. breached the implied undertaking of confidentiality;
 - iii. breached its fiduciary and professional duties; and
 - iv. breached its non-optional statutory obligations under the legislation referenced herein;
- (c) general damages;
 - (d) special damages;
 - (e) aggravated damages;
 - (f) punitive damages;
 - (g) prejudgment interest;
 - (h) costs; and
 - (i) any such further and other relief as this Honourable Court deems just.

Signature

Dated at New Glasgow, this 5th day of December, 2025.


for **JAMIE MACGILLIVRAY**
MacGillivray Injury & Insurance Law
Solicitors for the Plaintiff
5777 West Street
Halifax, NS B3K 1H9
Phone: 902-404-3239
Fax: 902-404-3853