

Clerk's Stamp

COURT FILE NUMBER

COURT

COURT OF KING'S BENCH OF  
ALBERTA

JUDICIAL CENTRE

EDMONTON

APPLICANT(S)

UNITED BROTHERHOOD OF  
CARPENTERS AND JOINERS OF  
AMERICA, LOCAL UNION 2103;  
UNITED BROTHERHOOD OF  
CARPENTERS AND JOINERS OF  
AMERICA, LOCAL UNION 2010;  
CARPENTERS' REGIONAL  
COUNCIL OF THE UNITED  
BROTHERHOOD OF  
CARPENTERS AND JOINERS OF  
AMERICA; LUKE THERIAULT

RESPONDENT(S)

ROBERT PROVENCHER; BRETT  
HORAN; GARY LOROFF; MOE  
RAHIME; DANIEL MIKITKA;  
GLENN CHANUT; DARCY  
SANDERSON

DOCUMENT

**ORIGINATING APPLICATION**

ADDRESS FOR SERVICE  
AND CONTACT  
INFORMATION OF  
PARTY FILING THIS  
DOCUMENT

GALL LEGGE GRANT ZWACK LLP  
1000 - 1 199 West Hastings Street  
Vancouver, BC V6E 3T5  
Attn: Peter A. Gall, K.C.  
Tel: (604) 891-1152  
Email: pgall@glgzlaw.com

**NOTICE TO THE RESPONDENT(S)**

This application is made against you. You are a respondent.

You have the right to state your side of this matter before the Court.

To do so, you must be in Court when the application is heard as shown below:

Date: To be Determined

Before: Judge in Special Chambers

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

**Basis for this claim:**

**I. OVERVIEW AND FACTUAL BASIS**

**A. Overview**

1. The United Brotherhood of Carpenters and Joiners of America and its subordinate bodies (the “**Carpenters Union**”) have established two trust funds for the collection, administration, and distribution of pension and health and wellness benefits to Carpenters Union members working in and out of the provinces of Alberta and British Columbia.
2. The trusts are funded through contributions from participating employers on behalf of Carpenters Union members, as required by collective agreements negotiated by and entered into between the Carpenters Union and those employers.
3. The Carpenters Union is the exclusive bargaining agent for the employees and collective agreements in question. The trusts play no role in such. The trusts would not exist without the Carpenters Union initiating and continuing to fulfill the role of bargaining agent for each of the collective agreements in question.
4. The trusts are administered by a board of trustees, the members of which are to be appointed in equal numbers by the Carpenters Union and participating employers, and are subject to removal by the party appointing them.
5. As set out in the agreements and declarations of trust establishing the trusts, the Carpenters Union and participating employers jointly oversee and control the trusts through their powers to appoint and remove the trustees.
6. This allows the Carpenters Union and participating employers to ensure that the trust funds are being properly administered and managed, and used for their proper purposes, in the best interests of the beneficiaries of the trusts, the Carpenters’ members working in and out of Alberta and British Columbia.

7. In 2021 and 2022, the board of trustees of the two trusts purported to make amendments to the trust agreements that would give the trustees complete, unfettered, and independent control over the trusts and the trust funds.
8. The result of these purported amendments would be to eliminate the ability of the Carpenters' members, for whose benefit the trusts exist and whose labour funds the contributions to those trusts, to exercise any degree of control over the management and operations of their pension and benefit plans.
9. These purported amendments are contrary to the intentions of the Carpenters Union and employers as settlors of, and parties to, the trusts, and contrary to the express restrictions on amendments to the trusts found in the trust agreements.
10. Therefore, the proposed amendments are unlawful and void, and of no force and effect.

## **B. The Parties and Trust Instruments**

11. The Carpenters Union is an international building trades union, representing over half a million members working in the construction and wood-products industries across North America.
12. The Applicant Carpenters Regional Council ("**CRC**") is a regional council of the Carpenters Union providing oversight and direction to the Carpenters' local unions in Canada. The CRC's registered office is located at 222 Rowntree Dairy Rd, Woodbridge, ON, L4L 9T2.
13. The Applicant United Brotherhood of Carpenters and Joiners of America, Local Union 2103 ("**Local Union 2103**") is a local union of the Carpenters Union representing employees and union members in the jurisdiction of Southern Alberta, with a registered office at 2626 23 Street NE, Calgary, AB, T2E 8L2.
14. The Applicant United Brotherhood of Carpenters and Joiners of America, Local Union 2010 ("**Local Union 2010**") is a local union of the Carpenters Union representing employees and members across Alberta in industrial shop, all-employee bargaining units, with a registered office at 2626 23 Street NE, Calgary, AB, T2E 8L2.
15. The Applicant CRC, along with the Applicants Local Union 2103 and Local Union 2010, are parties to collective agreements requiring regular pension and health and wellness contributions to be made, on behalf of Carpenters Union members, to two trusts:
  - i. the Carpenters and Allied Workers Pension Trust (the "**Pension Trust**");  
and

- ii. the Carpenters and Allied Workers Health & Wellness Trust (the “**H&W Trust**”).

(together, the “**Trusts**”).

16. The Applicant, Luke Theriault, is a long-time member of the Carpenters Union and Local Union 2103, having worked in the construction industry in Southern Alberta for approximately 11 years between 2008 and 2019. He is currently the Treasurer of Local 2103 and an Organizer and Business Agent with the CRC.
17. The Applicant Theriault has worked pursuant to the terms and conditions of collective agreements negotiated by the Carpenters Union requiring regular contributions to be made by the employers on behalf of eligible employees, including the Applicant Theriault.
18. As such, the Applicant Theriault is a beneficiary of the Trusts, as well as a member of the Alberta Carpenters & Allied Workers Health & Wellness Plan and the Alberta Carpenters & Allied Workers Pension Plan (the “**Plans**”) created pursuant to the Trust Agreements.
19. The Respondent Robert Provencher was appointed as a trustee of the Trusts when he was on the executive of the Alberta Regional Council of Carpenters (the predecessor to the CRC), and has since that time acted as both a trustee and the Chair of the Board of Trustees of both Trusts.
20. The Respondent Brett Horan has recently acted as both a trustee and Vice Chair of the Board of Trustees of both Trusts. The date and circumstances of Mr. Horan’s appointment are unknown to the Applicants.
21. The Respondent Gary Loroff was appointed as trustee of the Trusts by Local Union 2103 when he was on the executive of Local Union 2103, and has since that time acted as a trustee of both Trusts.
22. The Respondent Moe Rahime was appointed as trustee of the Trusts by the United Brotherhood of Carpenters and Joiners of America, Local Union 1325 (“**Local Union 1325**”) when he was on the executive of Local Union 1325, and has since that time acted as a trustee of both Trusts.
23. The Respondent Danny Miktka has recently acted as trustee of both Trusts. The date and circumstances of Mr. Miktka’s appointment are unknown to the Applicants.
24. The Respondent Glen Chanut has recently acted as trustee of the Pension Trust. The date and circumstances of Mr. Chanut’s appointment are unknown to the Applicants.

25. The Respondent Darcy Sanderson has recently acted as trustee of the H&W Trust. The date and circumstances of Mr. Sanderson's appointment are unknown to the Applicants.

### C. Nature and Object of the Trust Agreements

26. In or around 1975, Local Union 1325 entered into two separate agreements and declarations of trust with employers that were required pursuant to the terms of collective agreements to make regular contributions to the Carpenters Union's health and welfare and pension plans, as follows:

- i. Carpenters Local Union 1325, Health and Welfare – An Agreement and Declaration of Trust, dated August 1, 1975, between Local Union 1325 of the United Brotherhood of Carpenters and Joiners of America and Those Employers Signatory to a Collective Agreement providing for contributions to be paid to "the Local Union 1325, Health and Welfare Plan" (the "**H&W Trust Agreement**"), and
- ii. Carpenters Local Union 1325, Pension Plan – An Agreement and Declaration of Trust, dated June 1, 1975, between Local Union 1325 of the United Brotherhood of Carpenters and Joiners of America and Those Employers Signatory to a Collective Agreement providing for contributions to be paid to the "Local Union 1325 Pension Plan" (the "**Pension Trust Agreement**").

(the "**Trust Agreements**")

27. At the time of the execution of these Trust Agreements, it was anticipated that other local unions of the Carpenters Union may become parties to the agreements, along with Local Union 1325.

28. To that end, the term "Union", for the purposes of both Trust Agreements, was defined as Local Union 1325 "and such other Local Unions of the United Brotherhood of Carpenters and Joiners of America as may become party to this Agreement".

29. In or around 2003, Local Union 2103 and Local Union 2010 became parties to the H&W Trust Agreement, at which time members of Local Union 2103 and Local Union 2010 became beneficiaries of the H&W Trust, and employers with collective agreements with these local unions began contributing to the H&W Trust on behalf of the local's members.

30. In or around 2005, Local Union 2103 and Local Union 1325 merged their respective pension trusts and pension plans. At that time, Local Union 2103 and Local Union 2010 became subject to the Pension Trust Agreement, and

employers with collective agreements with these local unions began contributing to the Pension Trust on behalf of the local's members.

31. The original Trust Agreements provide that the Trusts will be ultimately subject to the control of the parties to the Trust Agreements, namely:

- i. the Union, defined as the Local Unions of the United Brotherhood of Carpenters and Joiners of America who are parties to the agreement and "such other Local Unions of the United Brotherhood of Carpenters and Joiners of America as may become party to this agreement" (the "**Union**"); and
- ii. Employers, which includes all employers bound to a Collective Agreement with the Union which provides for contributions to be made by that employer on behalf of its employees to the respective trust fund or plan (s. 1.02) ("**Employers**").

32. The original Trust Agreements demonstrate that the Trusts were intended to be subject at all times to the ultimate control of the Union and Employers.

33. In particular, the original Trust Agreements include the following provisions:

- i. Article 1.05: "The terms 'Union Trustee' and 'Employer Trustee' shall respectively mean a Trustee appointed by the Union and a Trustee appointed by the Employer";
- ii. Article 2.01: "The Trust Fund shall be administered by a Board of Trustees consisting of two Trustees appointed by the Union and two Trustees appointed by the Employer";
- iii. Article 2.01: "[T]he Board shall at all times be comprised of a number of Trustees appointed by the Union equal to the number of Trustees appointed by the Employer";
- iv. Article 2.03: "A Union Trustee must, as a further qualification of holding office, be a member in good standing of the Union";
- v. Article 2.08: "Any Trustee may be removed from office at any time for just cause by the party appointing him";
- vi. Article 2.15: "The Trustees shall appoint one of their number to act as Chairman of the Board of Trustees, and the Trustees shall also appoint one of their number to act as Secretary to the Board of Trustees. One of these offices shall be occupied by a Union Trustee, and the other office shall be occupied by an Employer Trustee";

- vii. Article 4.04/4.05: “The Trustees shall have conducted an Annual Audit of the Fund and Plan by Accountants for each fiscal year”;
- viii. Article 4.05/4.07: “Upon request of the Employer, Union, Employee or Member, the Trustees shall provide such information as is reasonable and necessary with respect to the Fund, Plan, contributions, benefits and expenses, and a copy of the financial statement”;
- ix. Article 6.02: “Upon the request of an Employer, the Union, an Employee or a Member, the Trustees shall make available for inspection during normal office hours at the offices of the Trust Fund a copy of this Agreement and of the Plan”;
- x. Article 8.01: “This Agreement may be amended by the parties [being the Union and Employers] agreeing in writing to do so”;
- xi. Article 8.03: “No amendment, whether by the parties or by the Trustees shall vary the objet of the Trust or divert the Fund or any part of it for purposes other than provided in this Agreement, or authorize or permit the return of payments or contributions, or eliminate the annual audit, or restrict the availability of information to interested parties and no amendment by the Trustees shall provide for the administration of the Trust Fund other than by an equal number of Employer Trustees and Union Trustees with equal voting privileges”.

34. In summary, the original Trust Agreements confirm the common intention of the settlors and parties to the Trust Agreements (i.e. the Union and Employers) that they would maintain overall control and oversight over the Trusts, which control and oversight is to be exercised primarily through the powers of appointment and removal of the Trustees, and the requirement that Union-appointed trustees must be members of the Union in good standing.

35. Since 1975, a number of terms of the Trust Agreements have been amended by either the parties (i.e. the Union and Employers) or the trustees, including to add Local Union 2103 and Local Union 2010 as Union parties to the Trust Agreements.

36. However, prior to purported amendments in 2021 and 2022, the fundamental characteristics of the original Trust Agreements remained in place, those fundamental characteristics including, *inter alia*:

- i. the requirement that Trustees be appointed, in equal number, by the Union and Employers, respectively;
- ii. the requirement that trustees be subject to the removal of the party appointing them, being either the Union or Employers;

- iii. the requirement that Union-appointed trustees be members in good standing of the Union; and
- iv. the prohibition on any amendment to the Trust Agreements that would alter the fundamental purpose of the Trusts or compromise the principle that the Trusts shall be governed and administered by an equal number of Union-appointed and Employer-appointed trustees.

37. The powers granted to the Union in the Trust Agreements are ultimately subject to the democratic will of Union members, who elect their representatives in the Union, and who are thereby able to exercise a degree of control over the management and operation of the Trusts, and associated pension and health and wellness plans, through the Union.

#### **D. The Governance of the Trusts**

38. At the time of the initial execution of the Trust Agreements in 1975, the board of trustees of both Trusts consisted of two appointees of Local Union 1325, and two appointees of the Employers, as required by the Trust Agreements.

39. Subsequently, participation in the Trusts was expanded to include Local Union 2103 and Local Union 2010, and the number of trustees on the Board was also increased to six: three appointed by the Union, and three appointed by Employers.

40. As of September 15, 2022, the persons acting as trustees of the Pension Trust were as follows:

- i. Robert Provencher (Chair);
- ii. Brett Horan (Vice Chair);
- iii. Gary Loroff;
- iv. Moe Rahime;
- v. Danny Mikitka; and
- vi. Glenn Chanut.

41. As of September 15, 2022, the persons acting as trustees of the H&W Trust were as follows:

- i. Robert Provencher (Chair);
- ii. Brett Horan (Vice Chair);



- iii. Gary Loroff;
- iv. Moe Rahime;
- v. Danny Mikitka; and
- vi. Darcy Sanderson.

42. Therefore, with the exception of Mr. Sanderson (who was acting as trustee on the H&W Trust only) and Mr. Chanut (who was acting as a trustee on the Pension Trust only), the persons acting as trustees of the Trusts were common as of September 15, 2022.

### **E. The Purported Amendments**

43. Following the appointment of the Respondent Provencher as trustee to the Trusts, the persons acting as trustees to the Trusts initiated a series of amendments to the Trust Agreements that were designed to gradually replace the powers and authority of the settlors and parties to the Trust Agreements – the Union and Employers – with the authority of the trustees themselves.

44. This culminated in a number of purported amendments between September 2021 and September 2022, which included:

- i. Amendments to the H&W Trust Agreement and the Pension Trust Agreement, dated September 16, 2021 (“**2021 Purported Amendments**”); and
- ii. Amendments to the H&W Trust Agreement and the Pension Trust Agreement, dated September 15, 2022 (“**2022 Purported Amendments**”).

(together, the “**Purported Amendments**”).

45. As indicated in the preamble to the 2022 Purported Amendments, the purpose of the Purported Amendments was to ensure that the Trusts, their funds, and hence the associated pension and health and wellness plans, are completely independent of the Carpenters Union:

*i. The Pension Trust Agreement (Purported Amendments)*

AND WHEREAS the Trustees are aware this expansion may include employees employed by employers who are members of the Construction Labour Relations Association of British Columbia and other employers in other locations having collective bargaining or other relationships including participation agreements with Trustees;

AND WHEREAS the Trustees of the Plan may wish to further expand membership, and update the Trust Agreement;

AND WHEREAS this trust fund intends to continue and maintain its complete governance and independence from the United Brotherhood of Carpenters and Joiners of America or any of its subordinate bodies of any kind;

AND WHEREAS the Board of Trustees now desires to change the name of the Trust Fund to ACAW Pension Trust Fund; [emphasis added]

ii. *The H&W Trust Agreement (Purported Amendments)*

AND WHEREAS the Parties hereto wish to amend and update this Agreement and Declaration of Trust;

AND WHEREAS the Trustees wish to transition the Fund to be construed and administered as an Employee Life and Health Trust as required by the Income Tax Act (Amended 2022);

AND WHEREAS this Trust Fund intends to continue and maintain its complete governance and independence from the United Brotherhood of Carpenters and Joiners of America or any subordinate bodies of any kind;  
[emphasis added]

46. The Respondents' intention to eliminate any powers of the Union and Employers in relation to the Trusts, and instead to place that power in the hands of the trustees themselves, is also confirmed through various other changes throughout the Purported Amendments, including the following:

- i. First, the "parties" to the agreements no longer include any of the Local Unions or the Employers; instead, the two parties are now listed in the Purported Amendments as being the "ACAW Health & Wellness Trust Fund" and the "Board of Trustees of the ACAW Health & Wellness Trust Fund";
- ii. Second, the Purported Amendments have eliminated the concept of "Union Trustees" (i.e. trustees appointed by the Union) and "Employer Trustees" (i.e. trustees appointed by the Union) as set out in all previous iterations of the Trust Agreements;
- iii. Third, the Purported Amendments have eliminated the power of the Union and Employers to each appoint a certain number of trustees to the Board of Trustees; instead, under the Purported Amendments, the current trustees are reappointed for a period of not less than three years, and the

power to appoint any trustees in the future is placed in the hands of the trustees themselves;

- iv. Fourth, the Purported Amendments have eliminated the requirement that at all times the trusteeship must be made up of an equal number of “Union Trustees” (i.e. appointed by the Union) and “Employer Trustees” (i.e. appointed by the Employers); instead, the Purported Amendments provide that the Board must consist of at least two trustees “coming from” unions and at least two trustees “coming from” employers;
- v. Fifth, the Purported Amendments have eliminated the power of the Union and Employers to remove their own appointees for just cause, instead granting that power to the trustees themselves;
- vi. Sixth, the Purported Amendments have eliminated, as a qualification of appointment as a Union Trustee, that the appointee “must be a member in good standing of the Union”, with the result that trustees may purport to continue to represent the Union as trustees even after having lost their good standing in the Union, including for egregious offences against the Union or its membership;
- vii. Seventh, the Purported Amendments remove the requirement that one of the offices of Chair and Vice Chair must be occupied by a Union-appointed trustee, and the other of these offices occupied by an Employer-appointed trustee, by adding that “Notwithstanding anything to the contrary set out herein the Trustees may hire or appoint to the position of Chair or Vice Chair any person regardless of Union or Employer affiliation”;
- viii. Eighth, the Purported Amendments have removed the requirement for 75% of trustees to approve of any amendments to the Trust Agreements, instead requiring only a simple majority (or “half plus one”) of trustees; with the result that an amendment can be accomplished under the Purported Amendments without a majority of Union-appointed Trustees voting in favour;
- ix. Ninth, the Purported Amendments have removed the requirement that any amendments to the Trust Agreements cannot change the requirement of an equal number of Union-appointed and Employer-appointed trustees, stating instead that “no amendment by the Trustees shall provide for the administration of the Trust Fund other than by an equal number of Trustees representing Members of Participating Employers or other employers or past employers and / or Trustees representing Members coming from Unions”; and

- x. Tenth, whereas previous versions of the Trust Agreements indicate that the signatory trustees are “the persons *appointed by the Parties*” and are acting “in accordance with the authority granted to them” by the parties (i.e. the Union and Employers), the Purported Amendments state that “the undersigned Trustees” are acting “in accordance *with the authority granted to them by the Board of Trustees*”.

47. In summary, the Purported Amendments are designed to eliminate the powers, oversight, and authority possessed by the Union and Employers, as the original settlors and parties to the Trust Agreements, and to place those powers and authority in the hands of the trustees themselves.

48. In addition, the Respondents have attempted to remove a long-standing condition of the Trust Agreements, which provides that the Trustees are not entitled to compensation for services rendered to the Trust.

49. Prior to the Purported Amendments, all previous versions of the Trust Agreements provided some iteration of the following provision:

#### **2.20 Reimbursement**

No Trustee shall receive payment for services rendered to the Trust Fund or Plan, but a Trustee may, upon approval of the Trustees, be reimbursed from the Fund for all reasonable and necessary expenses which are incurred in the performance of the Trustee’s duties.

50. In the Purported Amendments, the Respondents have purported to remove that provision, and to replace it with the following:

#### **2.19 Compensation**

Trustees may receive compensation in amounts established by the Board of Trustees for services rendered to the Trust Fund or Plan and a Trustee may, on approval by the Board of Trustees, be authorized to take upgrading training and to be reimbursed from the Fund for all reasonable and necessary expenses which are incurred in the performance of the Trustee’s duties.

51. Pursuant to this section, the trustees have purported to give themselves the power and authority to pay themselves for their services to the Trust, in an amount they exclusively determine, out of the funds of the Trusts intended for the benefit of the beneficiaries.

52. Therefore, the overall effect of the Purported Amendments, if found to be valid and operative, would be to:

- i. take oversight and control of the Trusts and trust funds away from the Union and Employers as settlors and parties to the Trusts, including the powers over the appointment and removal of trustees, and instead to place that control and those powers solely in the hands of the trustees themselves;
- ii. eliminate the ability of Union members to exercise any degree of oversight and control over the management of their Trust funds, pension plan, and health and wellness benefits plan, through their democratically-elected representatives in the Union; and
- iii. allow the trustees to compensate themselves in the amount they exclusively determine, out of the funds of the Trusts, contrary to the long-standing prohibition in the Trust Agreements.

## **II. LEGAL BASIS**

### **A. The September 2022 Amendments are Null and Void and of No Force and Effect**

53. The fundamental purpose of the Trusts, as set out in the Trust Agreements, is to facilitate the collection, administration, and distribution of health and welfare and pension benefits to members of the Carpenters Union.
54. The Trusts were established by the Union and Employers for the benefit of the Carpenters Union's membership, and the contribution of funds to those Trusts are made pursuant to collective agreements entered into between the Union and Employers.
55. As the elected representative of its members, and a party to the collective agreements funding the Trusts, the Carpenters Union must be able to ensure that its members' benefits will not be jeopardized by neglect, misconduct, or other conduct inconsistent with the best interests of the Union or its membership as beneficiaries of the Trusts.
56. In addition, the Carpenters Union members who are the beneficiaries of the Trusts, and whose labour funds the contribution to the Trusts, are entitled to know that their democratically elected representatives in the Carpenters Union are exercising oversight and control over the management and operation of their trust funds, and associated pension and health and wellness plans.
57. To that end, the Trust Agreements, for the duration of the existence of the Trusts prior to the Purported Amendments, have provided that the Trusts are to be governed jointly by an equal number of Union-appointed and Employer-appointed trustees, who are thereafter subject to removal by the party appointing them.

58. These powers of appointment and removal, along with the requirement that Union Trustees remain members in good standing with the Carpenters Union, ensures that the Union and Employers retain ultimate control over the overall operation of the Trusts.
59. The Trust Agreements further provide that any amendment that seeks to eliminate this joint and equal control, or otherwise providing for the administration of the Trust Fund other than by an equal number of Employer-appointed and Union-appointed Trustees with equal voting privileges, is not authorized by and is inconsistent with the Trust Agreement.
60. The Purported Amendments, as detailed above, improperly seek to eliminate the oversight, control, power, and authority of the Union and Employers, and eliminate any ability of Union members to influence the direction or governance of the Trusts, contrary to the fundamental purposes of the Trusts.
61. The Purported Amendments further eliminate the requirement that the Trusts at all times be governed by an equal number of Union-appointed trustees and Employer-appointed trustees with equal voting privileges, contrary to the express restrictions on amendments to the Trust Agreements set out in section 8.02.
62. The Purported Amendments are therefore not authorized by the Trust Agreements, and are inconsistent with both the purpose of the Trust Agreements and the express restrictions on amendments contained in the Trust Agreements.
63. As such, the Purported Amendments to the Trust Agreements are null and void, and of no force and effect.

**Remedy sought:**

64. The Applicants seek the following declarations and orders:
- i. A declaration that the Purported Amendments are null and void, and of no force and effect, and that the governance and administration of the Trusts are subject to the terms of the Trust Agreements in effect prior to the Purported Amendments; and
  - ii. Such further and other orders or relief as the Court may deem warranted;
  - iii. Costs.

**Affidavit or other evidence to be used in support of this application:**

65. Affidavit #1 of Luke Theriault, dated February 2, 2023;
66. Such other affidavits and material as counsel may file and serve in accordance with the *Alberta Rules of Court*.

**Applicable Acts and regulations:**

67. *Alberta Rules of Court*, Alta Reg 124/2010.

**WARNING**

You are named as a respondent because you have made or are expected to make an adverse claim in respect of this originating application. If you do not come to Court either in person or by your lawyer, the Court may make an order declaring you and all persons claiming under you to be barred from taking any further proceedings against the applicant(s) and against all persons claiming under the applicant(s). You will be bound by any order the Court makes, or another order might be given or other proceedings taken which the applicant(s) is/are entitled to make without any further notice to you. If you want to take part in the application, you or your lawyer must attend in Court on the date and at the time shown at the beginning of this form. If you intend to give evidence in response to the application, you must reply by filing an affidavit or other evidence with the Court and serving a copy of that affidavit or other evidence on the applicant(s) a reasonable time before the application is to be heard or considered.