IN THE SUPREME COURT OF BRITISH COLUMBIA

Citation: *Steelhead LNG Limited Partnership v. ARC Resources Ltd.,* 2025 BCSC 1399

Date: 20250722
Docket: S248932
Registry: Vancouver

Between:

Steelhead LNG Limited Partnership and Steelhead LNG Corp.

Plaintiffs

And

ARC Resources Ltd., Pembina Pipeline Corporation, Cedar LNG Partners LP, Cedar LNG Partners (GP) Ltd., and Marty L. Proctor

Defendants

Before: Associate Judge Bilawich

Reasons for Judgment

Counsel for the Plaintiffs:	T. Gilbert K. Siu
Counsel for the Defendant Pembina Pipeline Corporation:	D. Tupper G. Adair M. Turcotte
The other Defendants did not participate in this application.	
Place and Date of Hearing:	Vancouver, B.C. May 12, 2025
Place and Date of Judgment:	Vancouver, B.C. July 22, 2025

Introduction

[1] The defendant Pembina Pipeline Corporation ("Pembina") applies to strike out the notice of civil claim ("NOCC") as against it, without leave to amend. It argues that the pleading discloses no reasonable claim against it, and that it is not possible to fix that problem with an amendment.

[2] The plaintiffs oppose the relief sought.

Background

[3] I will refer to the plaintiffs collectively as "Steelhead". Below I set out a summary of the allegations made in the NOCC. My summary does not constitute findings of fact for purposes of future applications in this matter.

[4] Broad-brush, Steelhead's claim is that the defendants, collectively, have unlawfully exploited or benefitted from its confidential information and know-how relating to the liquified natural gas ("LNG") industry and technology, including through their dealings in relation to the development of a floating LNG facility project, from which Steelhead says it has been unfairly and improperly excluded.

[5] Steelhead says that over a period of several years, it shared its "Confidential Information" (as that term is defined in its NOCC) with a company named 'Seven Generations Energy Ltd.' ("7G"), with a view to them entering into agreements to develop possible LNG export facility projects. Eventually, 7G decided to end their discussions without any agreement being reached. It opted to move forward with other projects with different participants. Steelhead alleges that in the course of pursuing those other projects, 7G improperly made use of its Confidential Information.

[6] In or about April 2021, 7G was amalgamated with the defendant ARC Resources Ltd. ("ARC"). Steelhead says the misuse of its Confidential Information continued unabated under ARC. The defendant Mr. Proctor was previously President and Chief Executive Officer of 7G and later became a director of ARC.

[7] All of the foregoing has led to numerous lawsuits, both in Federal Court and in this Court. The present action relates to the 'Cedar LNG Project' (the "Project"). It involves development of an LNG export terminal at a location roughly 3 kilometers west of Kitamaat Village in BC. The terminal is currently under construction. The site is within the traditional territory of the Haisla Nation.

[8] The Project consists of a floating LNG facility, a marine terminal, an 8-kilometer transmission line and supporting infrastructure. The intention is that the facility will eventually process and liquefy approximately 400 million standard cubic feet (11.3 cubic meters) of natural gas per day into LNG for export to international markets.

[9] The defendant Cedar LNG Partners LP ("Cedar LP") is owner and proponent of the Project. The defendant Cedar LNG Partner (GP) Ltd. ("Cedar GP") is general partner of Cedar LP. I will occasionally refer to these entities collectively as "Cedar". The Haisla Nation is, indirectly, the majority owner of Cedar GP, holding 50.1% of the common shares. Pembina owns the remaining 49.9% of the common shares. Pembina is also party to an 'Operating and Management Agreement', pursuant to which it is the Operator of the Project.

[10] In order for the Project to get the "green light" to proceed, it was necessary for Cedar GP to secure interested LNG suppliers to take up the facility's capacity. In this case it did so using 'Liquefaction Tolling Services Agreements' ("LTSAs"). These essentially commit a supplier of natural gas to take up a portion of the Project's capacity over an extended period. On or about April 4, 2024, ARC and Cedar GP entered into an LTSA (the "ARC LTSA") under which ARC agreed to supply and liquefy natural gas using the Project for a 20-year period. The volume of natural gas involved was 200 million standard cubic feet per day, which is about 50% of the anticipated total capacity of the Project.

[11] Steelhead alleges that ARC leveraged and exploited its Confidential Information and breached duties owed to it, in order to "trade up" its financial returns associated with processing its natural gas through an LNG export project.

[12] Also on April 4, 2024, Cedar GP and Pembina entered into an LTSA (the "Pembina LTSA") with respect to the other 50% of the Project's anticipated total capacity. The form of the agreement is substantially the same as the ARC LTSA.

[13] Having secured long term contractual commitments for 100% of the Project's capacity, Cedar GP was immediately able to issue a 'Notice to Proceed' to its engineering, procurement and construction contractors to finalize engineering and design and to commence construction of the Project. It was also able to secure various types of financing, which were necessary before a 'Final Investment Decision' ("FID") could be made to proceed with the Project. In this case, the FID was made in June 2024.

[14] Steelhead alleges, amongst other things, that ARC was only able to conclude the ARC LTSA with Cedar as quickly as it did by unlawfully leveraging, exploiting and using its Confidential Information. This included ARC being able to negotiate, conduct due diligence and execute the LTSA with Cedar on an accelerated basis, considering the scope of the financial commitment involved, the novel "state of the art" nature of the Project and the fact that none of the entities behind Cedar had prior experience creating or operating LNG facilities. The ARC LTSA was only possible because ARC possessed and improperly exploited Steelhead's Confidential Information.

[15] Further, it alleges that Cedar and Pembina's material Project advancements between April 2024 and when the NOCC was filed [December 23, 2024] were also dependent upon them having secured the ARC LTSA. Cedar and Pembina benefitted from ARC's misuse of Steelhead's Confidential Information, by virtue of having received ARC's investment via the ARC LTSA.

Applicable Law

[16] Pembina's application is made pursuant to Rule 9-5(1)(a) of the *Supreme Court Civil Rules*, B.C. Reg. 168/2009 ("*SCCR*"):

> (1) At any stage of a proceeding, the court may order to be struck out or amended the whole or any part of a pleading, petition or other document on the ground that
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> > (a) it discloses no reasonable claim or defence, as the case may be,
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> > …
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> and the court may pronounce judgment or order the proceeding to be stayed or dismissed and may order the costs of the application to be paid as special costs.

[17] Sub-rule (2) states that no evidence is admissible on an application under sub-rule (1)(a).

[18] The Supreme Court summarized the approach taken in subrule (a) in *Nevsun Resources Ltd. v. Araya*, 2020 SCC 5 [*Nevsun*], at paras. 64 and 66:

> [64] A pleading will only be struck for disclosing no reasonable claim under rule 9-5(1)(a) if it is "plain and obvious" that the claim has no reasonable prospect of success (*R. v. Imperial Tobacco Canada Ltd*., 2011 SCC 42 (CanLII), [2011] 3 S.C.R. 45, at para. 17; *Odhavji Estate v. Woodhouse*, 2003 SCC 69 (CanLII), [2003] 3 S.C.R. 263, at paras. 14-15). When considering an application to strike under this provision, the facts as pleaded are assumed to be true "unless they are manifestly incapable of being proven" (*Imperial Tobacco*, at para. 22, citing *Operation Dismantle v. The Queen*, 1985 CanLII 74 (SCC), [1985] 1 S.C.R. 441, at p. 455).
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> [66] This Court admonished in *Imperial Tobacco* that the motion to strike is a tool that must be used with care. The law is not static and unchanging. Actions that yesterday were deemed hopeless may tomorrow succeed. . . . Therefore, on a motion to strike, it is not determinative that the law has not yet recognized the particular claim. The court must rather ask whether, assuming the facts pleaded are true, there is a reasonable prospect that the claim will succeed. The approach must be generous and err on the side of permitting a novel but arguable claim to proceed to trial. [para. 21]

[19] A claim should not be struck where, if amended, it could disclose a reasonable cause of action: *Olumide v. British Columbia (Human Rights Tribunal)*, 2019 BCCA 386 at para. 10 and *Carhoun & Sons Enterprises Ltd. v. Canada (Attorney General)*, 2015 BCCA 163 at para. 133.

Analysis

[20] Steelhead's NOCC is roughly 42 pages in length. It sets out the factual background in extensive detail in Part 1 – Statement of Facts. This part is roughly 39 pages. It is fair to characterize this as going well beyond setting out material facts necessary to establish elements of the various claims. In some parts of the NOCC, Steelhead pleads evidence, contrary to Rule 3-7(1). One example of this is para. 111, which sets out a partial transcript of a podcast interview.

[21] It is useful to keep in mind the relief that Steelhead is seeking. Part 2 - Relief Sought includes:

a) Various forms of temporary and permanent injunctive relief as against "the Defendants";

b) A claim for damages, special damages and/or an accounting of profits relating to:

   i. Improper misuse and disclosure by ARC and/or Mr. Proctor of Steelhead's Confidential Information;

   ii. ARC's and/or Mr. Proctor's breach of their contractual duties;

   iii. Unjust enrichment of "the Defendants"; and

   iv. ARC's knowing receipt of trust property (i.e. the Confidential Information) provided by Steelhead to its board members and board observers (including Mr. Proctor), and the subsequent use of and dealing with that trust property in a manner inconsistent with the trust relationship between Steelhead and its board members and observers;

c) Punitive damages relating to the Defendants' high-handed conduct to Steelhead;

d) Declaratory relief that ARC and Mr. Proctor have breached certain contracts;

e) A constructive trust over all or part of the capacity now owned or assigned to ARC under the [ARC LTSA] and any LNG sales agreements made by ARC relating to said capacity;

f) An order that ARC return to Steelhead all documents that include or relate to the Confidential Information, and further and/or in the alternative, an order that ARC destroy all documents that include or reflect Steelhead's Confidential Information;

g) Tracing remedies, including to any beneficiaries or assignees;

h) Interest pursuant to the *Court Order Interest Act*, R.S.B.C. 1996, c 79; and

i) Costs.

[22] I note that Steelhead does not expressly seek constructive trust relief (similar to e) immediately above) in relation to either of the two agreements to which Pembina is a party – the Pembina LTSA or the Operating and Management Agreement.

[23] Part 3 – Legal Basis sets out the following causes of action which mention Pembina:

a) Para. 136: "Induced breach of contract and/or intentional interference with contractual relations by Cedar and **Pembina** in respect of contracts referred to in paragraphs 134 or 135 [2014, 2016 and 2017 agreements between 7G and Steelhead]";

b) Para 139: "Knowing receipt and dealing of trust property by Cedar and/or **Pembina**, arising from their knowing receipt of, and/or as beneficiary of Steelhead's Confidential Information given that [Mr. Proctor's] possession and use of Steelhead's trust property was known or knowable by Cedar, being publicly alleged before the ARC-Cedar MOU [a memorandum of understanding] and/or the [ARC LTSA]"; and

c) Para. 141: "Unjust enrichment of Cedar and **Pembina** by reason of all the pleadings herein."

[24] The reference in para. 136 to inducing breach of contract and intentional interference claims appear to relate to ARC allegedly being actively pursued to enter into the ARC LTSA, which was only achievable through ARC's misuse of Steelhead's Confidential Information.

[25] The "knowing receipt and dealing of trust property" claim in para. 139 is framed as arising from Cedar and/or Pembina's knowing receipt of and/or as beneficiary of Steelhead' Confidential Information, at least in part due to Mr.

Proctor's possession and use of Steelhead's trust property [i.e. the Confidential Information] being known or knowable by Cedar. Pembina was not included in this final point. The basis for Mr. Proctor's possession and use of that information being known or knowable appears to be set out at para. 72 of the NOCC:

> … Cedar and Pembina started dealing with ARC with knowledge of the historical dealings between 7G/ARC and Steelhead, which have been a matter of public record and reported in the press since the commencement of BCSC Court File No. S-197484 in 2019.

[26] With respect to the unjust enrichment claim in para. 141, it is not clear what trust property Pembina is alleged to have knowingly received, or how it allegedly benefitted from Steelhead's trust property.

[27] Pembina complains that Steelhead has made inappropriate use of blanket allegations throughout the NOCC which repeatedly lump Cedar and Pembina together. I agree. Blanket allegations are only appropriate if Cedar and Pembina are in an identical relationship vis-à-vis Steelhead, which is not the case. Cedar is the owner and proponent of the Project. Pembina has several distinct roles and relationships, including as (a) shareholder of Cedar GP and limited partner of Cedar LP, (b) as Operator of the Project and (c) as party to the Pembina LTSA. Pembina wears several distinct legal 'hats', so to speak.

[28] In *Canfor Pulp Limited Partnership v. Siemens Building Technologies Ltd.*, 2016 BCSC 2089 at para. 22, the court sets out why blanket allegations are objectionable:

> [22] When several causes of action are being alleged against multiple parties, a statement of claim or third party notice must clearly identify what facts relate to what cause of action and to which party. It is inappropriate to lump defendants together in a pleading and to make blanket allegations against them, unless those defendants were in an identical relationship with the plaintiff. Such pleadings are necessarily imprecise, are overly general, and make it impossible to discern on what basis each of the defendants could be held liable. Such a pleading may be struck for failing to clearly define the issues of fact and law that are to be determined by the court and/or for being vexatious, prejudicial to a fair trial of the proceeding, and an abuse of process; see *Stoneman v. Denman Island Local Trust Committee*, 2010 BCSC 636 at para. 27; *The Campbell River Indian Band C.A.* at paras. 76-77; *Forde v. Interior Health Authority*, 2007 BCSC 1706 at paras. 17-18; and *Sahyoun v. Ho*, 2013 BCSC 1143 at paras. 53-54.

[29] Pembina notes that Steelhead does not allege there were any dealings directly between it and ARC which were separate from the dealings between ARC and Cedar. It points to the following examples to help illustrate this:

a) Part 1, para. 24: "Cedar, and by extension its owners including Pembina, are now the beneficiaries of ARC's conduct. ... Cedar and Pembina knew or ought to have known that ARC was in possession of, and was using, Steelhead's Confidential Information in its dealings with Cedar.";

b) Part 1, para. 105: "Cedar's and Pembina's material project advancements between April 2024 and present were entirely dependent on having entered into the [ARC LTSA].";

c) Part 1, para. 113: "Cedar, and by extension, Pembina and the Haisla Nation, knew or ought to have known that Steelhead and ARC were engaged in the agreements referred to above ... "; and

d) Part 1, para. 114: Cedar and Pembina's conduct was intentional. Cedar chose to engage with ARC, to "focus on one party" and not on any other gas producer in Canada. By entering into the [ARC LTSA], they intentionally and necessarily interfered with or caused a breach of the contractual relationships between Steelhead and ARC".

[30] Pembina complains that Steelhead has pled the same allegations against it and Cedar related to Cedar’s negotiations and discussions with ARC, leading to the ARC LTSA. Pembina is not a party to that agreement. Steelhead has not pled material facts regarding acts or omissions by Pembina which support an independent cause of action against it. Steelhead appears to simply assert that Pembina benefitted from what Cedar did. Pembina relies on *The Owners, Strata Plan No. VIS3578 v. John A. Neilson Architects Inc.*, 2010 BCCA 329 at paras. 66, 69 and 71-72, for the proposition that a pleading must set out material facts in support of independent claims against each defendant. In that case, the court found it was not appropriate to make undifferentiated allegations against a company, its directors and employees, and say they all owed the same duties, committed the same wrongs and caused the same damage. Pembina says this applies equally well to it and Cedar.

[31] Steelhead says it has pled its claims against Pembina appropriately because it is alleging that Cedar and Pembina were at all material times "acting in concert" and thus joint tortfeasors when the relevant torts were committed against Steelhead.

[32] In *Mathieson v. Aiken*, 2023 BCSC 535 at para. 80, the court summarized the concept of joint concurrent tortfeasors:

> [80] The Supreme Court of Canada discussed the concept of joint tortfeasors in *Botiuk v. Toronto Free Press Publications Ltd.*, [1995] 3 S.C.R. 3:
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> > **74** In *The Law of Torts* (8th ed. 1992), Fleming discusses the concept of joint concurrent tortfeasors. He states this at p. 255:
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> > > A tort is imputed to several persons as joint tortfeasors in three instances: agency, vicarious liability, and concerted action. The first two will be considered later. The critical element of the third is that those participating in the commission of the tort must have acted in furtherance of a common design. . . . Broadly speaking, this means a conspiracy with all participants acting in furtherance of the wrong, though it is probably not necessary that they should realise they are committing a tort. [Emphasis in original.]
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> > **75** The appellants' actions bring them within the third category of joint tortfeasors so well described by Fleming. In the context in which the text writer has utilized the word conspiracy, it refers to the design or agreement of persons to participate in acts which are tortious, even though they did not realize they were committing a tort.

[33] At para. 84 of *Mathieson*, the court referred to Justice Walker's decision in *Siegerist v. Tilton*, 2020 BCSC 549:

> **84** Justice Walker referred to the decision of the New Brunswick Court of Appeal, *Martin v. Martin* (1996), 176 B.B.R. (2d) 178, 1996 CanLII 18609 (C.A.). In *Martin*, the Court of Appeal affirmed the liability of two of the defendant brothers for battery, even though it was another brother who actually struck the plaintiff. The Court made the following comments:
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> > **19** I start with dispelling any doubt that torts such as battery cannot be committed jointly because of the argument that the battery of one defendant cannot be the battery of another. A battery can be committed jointly, *Hickman v. Poyns* cited in *Broome v. Wooton*, Yelv. 67, 80 E.R. 47. In fact, Glanville Williams in *Joint Torts and Contributory Negligence* (Stevens & Sons Ltd.: London, 1951) at page 14, is of the opinion that there is no tort incapable of being committed jointly.
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> > **20** In his approach to the question of whether the brothers were joint tort feasors, the trial judge cited a passage from G.H.L. Fridman,

> Q.C., *The Law of Torts in Canada* (Toronto: Carswell, 1990) vol. 2, which emphasizes that the defendants, in order to be joint tortfeasors, must be engaged in a common action for a wrongful purpose. He cited from pages 347-48:
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> > "For two or more persons to be considered to be joint tortfeasors, the tort in question must be committed by one of them on behalf of or in concert with another. The acts must be performed in furtherance of a common design. Mere similarity of design is not enough, there needs to be concerted action to a common end. Thus, whenever one party is vicariously liable for the acts of another, they will be joint tortfeasors. They will be considered to have acted in concert. In other instances, the necessary combination of concerted action must be established. Only in one situation, the case of non-feasance in breach of a joint duty, will actual or imputed combination be unnecessary. What is to be considered combined or concerted action has been the subject of numerous judicial decisions. It would seem that the various defendants must be engaged in a common action for a wrongful, not a lawful purpose. They will not be acting in concert where they are acting together for a lawful purpose that is potentially dangerous."
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> **21** I point out that there is nothing mysterious in the words "acting in concert". They mean simply "acting together". The trial judge then referred to the *Johnston v. Burton* decision where a judge of the Court of Queen's Bench in Manitoba held that the defendants were joint tortfeasors. One of the defendants was fighting with the plaintiff when the other defendants got involved in the fight, severely injuring the plaintiff.

[34] The only express reference in the NOCC to Cedar and Pembina “acting in concert” appears in Part 1 [Statement of Facts], para. 15:

> 15. Pembina has acted and continues to act in concert with Cedar, with a common design toward the goal of designing, developing, and operating a liquefied natural gas facility, now known as Cedar LNG, as described below, for their mutual material financial Cedar LNG is expected to generate annual run-rate adjusted EBITDA of US$200 million to US$260 million, net to Pembina.

[35] I note that this allegation indicates Pembina and Cedar are acting in concert to develop the Project. It does not allege they were acting in concert for an improper purpose or were participating in a tortious conspiracy in furtherance of some wrong. In my view, Steelhead has not adequately set out the material facts which support a claim that Cedar and Steelhead were joint concurrent tortfeasors.

[36] In Part 2 [Relief Sought] Steelhead also does not seek any declaratory or similar relief asking the Court to make a finding that Cedar and Pembina were acting in concert and jointly liable for a tort. In Part 3 [Legal Basis] there is a reference to Cedar and Pembina having induced a breach of contract and/or intentionally interfered with contractual relations between 7G [later ARC] and Steelhead, in relation to various contracts referred to in paras. 134 or 135 of the NOCC [2014, 2016 and 2017 agreements between 7G and Steelhead]. However, there is no apparent corresponding claim for damages or other relief in Part 2 relating to Cedar or Pembina having induced a breach of contract or interfered with contractual relations. There is a claim for damages for unjust enrichment of "all Defendants", but that does not appear to relate to the claims of inducing breach of contract or intentional interference.

[37] Pembina also argues that that Steelhead's claims against it are based on its status as a shareholder of Cedar GP. A claim against a corporation does not give rise to a claim against underlying individual shareholders. The only exceptions are when (a) there is some basis to pierce the corporate veil, or (b) when the shareholder has committed an independent actionable wrong against the plaintiff. It relies on *Edgington v. Mulek Estate*, 2008 BCCA 505 [*Edgington*] at para. 20:

> **20** I consider the position taken by the purchasers largely ignores the longstanding principle that a corporation is in law an entity distinct and separate from its shareholders: *Salomon v. Salomon & Co.*, [1897] A.C. 22 (H.L.). Parties to transactions employ the use of corporate vehicles for a reason, as they are entitled to do. Shareholders, despite being in a position of control, do not, as a rule, incur liability for the breach of their corporation's contractual obligations. It is not a matter of control; the shareholders of a closely held company like Westpark invariably have control of the company.

[38] See also *The Owners, Strata Plan KAS 3410 v. Meritage Lofts Inc.*, 2022 BCCA 109 at para. 27:

> **27** One of the established principles upon which Messrs. Chahal and Minhas rely is the principle that a company is an independent entity with legal personality separate from its owners and principals: *Edgington v. Mulek Estate*, 2008 BCCA 505 at paras. 20-26; *Merit Consultants International Ltd. v. Chandler*, 2014 BCCA 121 at para. 19. While companies necessarily act through human agents, corporate owners and principals are not personally liable for the tortious conduct of a company merely by virtue of their status as

> owners and principals: *Merit Consultants* at para. 14. On the contrary, the corporate veil is rarely pierced and corporate owners and principals are rarely found liable for actions ostensibly carried out under a corporate name in the absence of findings of fraud, deceit, dishonesty or want of authority. Although findings of liability are always fact-specific, corporate owners, principals and employees are protected from personal liability when acting within the course of their employment unless "it can be shown that their actions are themselves tortious or exhibit a separate identity or interest from that of the company so as to make the act or conduct complained of their own": *Montreal Trust Co. of Canada v. ScotiaMcLeod Inc.* (1995), 129 D.L.R. (4th) 711 at 720, 1995 CanLII 1301 (Ont. C.A.), (leave to appeal to SCC ref'd [1996] S.C.C.A. No. 40).

[39] Likewise, when a claim is made against a limited partnership, that does not automatically allow that claim to also be made against the individual limited partners. The general partner is liable for debts and obligations of the limited partner. Individual limited partners are passive investors, similar to shareholders. Pembina relies on *Marshall v. United Furniture Warehouse Limited Partnership*, 2013 BCSC 2050 at paras. 65-68, *Scala Development Consultants Ltd. v. Spirit Bay Developments Limited Partnership*, 2024 BCSC 1755 at paras. 199, 214-215 and 226, and s. 77 of the *Partnership Act*, R.S.B.C. 1996, c. 348.

[40] Steelhead repeatedly emphasizes Pembina's role as a minority shareholder of Cedar GP in the NOCC. I agree that claims which are based on it being a shareholder or limited partner only would offend the principles set out in *Edgington* and should be struck out. However, Steelhead also refers to Pembina's role as Operator and as party to the Pembina LTSA. It also appears that Steelhead intends to allege that Pembina has committed some form of independent actionable tort against it, albeit that is not properly set out.

[41] Steelhead also alleges that Pembina is in knowing receipt of trust property and/or knowingly assisted in a breach of trust. I summarized the elements required for those types of claims in *Wood v. Bevan*, 2024 BCSC 1401 at paras. 52-55. It is not clear that Steelhead has adequately pled how Pembina (as distinguished from the Cedar entities) participated in a breach of trust or what trust property it received and how it applied that trust property for its own use and benefit. That should be clarified so that all of the necessary elements of these causes of action are included.

[42] Lastly, Steelhead argues that Pembina is liable as agent for Cedar. That might be intended as a reference to Pembina being Operator of the Project. How the alleged agency arose is not clear, and the issue of agency is not clearly addressed in either Part 2 [Relief Sought] or Part 3 [Legal Basis] of the NOCC.

[43] In my view, the NOCC deficiencies noted above, considered collectively, are such that this is an appropriate case in which to strike out Steelhead's claims against Pembina.

[44] Pembina says that the defects in the NOCC cannot be cured through an amendment of pleadings. That view appears to be based on its argument that the Steelhead's claim against it is exclusively based on Pembina being a shareholder / limited partner of the Cedar entities. As noted, there appear to be other potential bases for Steelhead's claims against Pembina. In my view, it is appropriate to allow Pembina an opportunity file an amended NOCC to try to address the issues I have identified.

Orders Made

[45] Steelhead's claims against Pembina as set out in the NOCC are struck out, but with liberty for Steelhead to file an amended NOCC to address the issues identified in these reasons. Steelhead is to file and deliver the amended NOCC within 45 days from the date of release of these reasons.

[46] Pembina's application was successful, so it it entitled to costs of this application from Steelhead, in any event of the cause.

"Associate Judge Bilawich"