

NOTICE OF CIVIL CLAIM

IN THE SUPREME COURT OF BRITISH COLUMBIA · VANCOUVER REGISTRY

No. _____

BETWEEN:

FRANCESCO GIOVANNI LONGO, of the City of Windsor, in the Province of Ontario; **LUCY CEYLAN**, of the City of Windsor, in the Province of Ontario; **ARMIN CEYLAN**, formerly in custody in the Province of Ontario (released); and **BETTY CEYLAN**, of the City of Windsor, in the Province of Ontario, personally and in their capacities as heirs and beneficiaries of the Estate of **RAFFI CEYLAN**, deceased;

PLAINTIFFS

AND:

IVANA HRVATIN; DAVID SUNDIN; BART SEGUIN; PAULA SEGUIN; SHEILA MacKINNON; BILL BENSON; SGT. CHRIS RENAUD; DAN POTVIN; KAREL DeGRAAF; DARYL LAUZON; DREW DILKENS; THE HONOURABLE JUSTICE JOHN PAUL HOWARD; MARY JO NOLAN; DR. MARTIN QUEEN; DR. BORA BISHWAJIT; DR. DAVID A. CAMERON; EMILY GROOT; SUN LIFE ASSURANCE COMPANY OF CANADA (carrying on business as Sun Life Financial); **EMPIRE LIFE FINANCIAL CORPORATION; SHIBLEY RIGHTON LLP; THE WINDSOR POLICE SERVICE; THE WINDSOR POLICE SERVICES BOARD; ONTARIO CENTRE FOR FORENSIC SCIENCES; LAW SOCIETY OF ONTARIO;** and **JOHN DOE INSURANCE CARRIERS #1-10** (to be identified by Norwich Pharmacal Order);

DEFENDANTS

NOTICE OF CIVIL CLAIM

(Brought pursuant to Rule 3-1 of the Supreme Court Civil Rules, B.C. Reg. 168/2009)

This action has been started by the Plaintiffs for the relief set out in Part 2 below.

If you intend to respond to this action, you or your lawyer must file a response to civil claim in Form 2 in the above-named registry of this court within the time for response to civil claim described below, and serve a copy of the filed response to civil claim on the Plaintiffs.

Time for response to civil claim. A response to civil claim must be filed and served on the Plaintiffs: (a) if you reside anywhere in Canada, within 21 days after the date on which a copy of the filed notice of civil claim was served on you; (b) if you reside in the United States of America, within 35 days; (c) if you reside elsewhere, within 49 days; or (d) if the time for response to civil claim has been set by order of the court, within that time.

PART 1 – STATEMENT OF FACTS

A. The Plaintiffs

1. The Plaintiff **FRANCESCO GIOVANNI LONGO** ("Longo") is a Canadian citizen born 24 April 1972 and resident of the City of Windsor, Ontario. Longo is a self-represented litigant. Longo brings this claim in his personal capacity and pursuant to his documented cross-matter standing arising from the Ivana Hrvatin asset-freeze roster (the "Longo Bridge").
2. The Plaintiff **LUCY CEYLAN** ("Lucy") is the twin sister of the deceased Raffi Ceylan. She is the principal fact witness in this matter and holder of more than three hundred (300) audio and video recordings documenting the conduct pleaded below. Lucy resides in Windsor, Ontario.
3. The Plaintiff **ARMIN CEYLAN** ("Armin") is the brother of the deceased Raffi Ceylan. Armin is formerly in custody in the Province of Ontario (released) on charges the Plaintiffs state are retaliatory and designed to silence his testimony in respect of this very matter. He brings this claim personally and through his sister Lucy as next-friend to the extent his detention requires that accommodation.
4. The Plaintiff **BETTY CEYLAN** ("Betty") is the mother of the deceased Raffi Ceylan. She resides in Windsor, Ontario, and is a direct beneficiary of the Raffi Ceylan estate.
5. The Plaintiffs are heirs and beneficiaries of the Estate of **Raffi Ceylan**, who died on 16 July 2016 at Island Lake Road, Chapleau, Ontario. Coroner Case 2016-8196; CFS Toxicology Case 2016-0001036; Estate File 2017-036367;

Ontario civil proceeding CV-17-25300. The authoritative spelling of the family surname is **C-E-Y-L-A-N**; any variant appearing in any working draft, discovery, police record, or media report is incorrect.

6. A further Plaintiff, **Joel (surname withheld on privacy grounds – husband of the Plaintiff Lucy Ceylan) ("Joel")**, joins this proceeding on the heads pleaded at Part 1 Section N below. Joel has, over a sustained period, contributed his own personal funds and his own time — including multiple trips from the State of Florida to the City of Windsor — to the Plaintiffs' preparation of this matter and the antecedent civil and regulatory processes, on the reasonable expectation of adjudication on the merits by the Canadian judicial system. Joel's full personal particulars are withheld on privacy grounds at his own election and he does not consent to their disclosure on the open record. The Plaintiffs plead that his surname is not necessary to the causes of action set out at Part 1 Section N below; the pleading is made on Francesco Giovanni Longo's personal knowledge, supplemented by the Plaintiff Lucy Ceylan's direct evidence where required.

B. The Defendants – Individuals

1. The Defendant **IVANA HRVATIN** ("Hrvatín") is the separated spouse of the deceased Raffi Ceylan. On or about 19 September 2016, approximately sixty-five (65) days after Raffi's death, Hrvatin received a transfer in excess of \$600,000 from Sun Life Financial (the "Hrvatín Transfer"), notwithstanding a signed Separation Agreement dated November 2011 that explicitly excluded her from any spousal share. She is also the subject of parallel asset-freeze proceedings in the Longo matter (A.5.07 Mareva roster) and is the cross-matter bridge figure pleaded in Part 3, Ground 13 (the Windsor RICO Cartel Joint Enterprise) below.
2. The Defendant **DAVID SUNDIN** ("Sundin") is a lawyer practising at **McTague LLP**, Windsor, Ontario, and has acted as litigation counsel for the Plaintiffs **Lucy Ceylan** and **Betty Ceylan** on the Ontario estate matter pleaded herein. He is pleaded for his role in repeated tactical extensions in the Ontario civil proceeding, his September 17 2017 email correspondence, and his receipt from Defendant Bart Seguin of the executed 2011 Separation Agreement after approximately eighteen (18) months of concealment, which he thereafter delivered to the Ceylan family (with three earlier drafts) as pleaded at Section E below. He is further pleaded in

connection with his silent role at the Mary Jo Nolan mediation (Section E.7 below).

3. The Defendant **BART SEGUIN** ("Seguin") is a solicitor-partner at Shibley Righton LLP and was, at all material times leading up to Raffi Ceylan's death, Raffi Ceylan's solicitor of record for a period exceeding ten (10) years. He personally witnessed **both** the November 2011 Separation Agreement (in four counterparts) and the purported Last Will and Testament. The post-death concealment followed two distinct paths: (i) as to the **Impugned Will**, Seguin furnished the Ceylan family with only an **unsigned copy** and, over several weeks, directed the family to obtain the signed copy from Defendant Hrvatin, from whom the family ultimately received it; and (ii) as to the **2011 Separation Agreement**, Seguin concealed the **existence** of the executed Agreement from the Ceylan family for approximately **eighteen (18) months**, during which the family received no copy at all, signed or unsigned, until Seguin transmitted a copy to co-Defendant David Sundin, who thereafter delivered the executed Agreement together with three earlier drafts to the Ceylan family. Seguin is further pleaded for conversion of Raffi Ceylan's personal laptop approximately **three (3) weeks after Raffi Ceylan's death**, in or about the first or second week of August 2016, contemporaneous with the forced departure of Julie Triferis from the residence. He is pleaded on the heads of solicitor-client breach of fiduciary duty, civil conspiracy, knowing assistance in breach of trust, conversion/detinue, and participation in the Shibley Righton concealment nexus.

4. The Defendant **PAULA SEGUIN** ("Paula Seguin") is the wife of Defendant Bart Seguin and, on information and belief drawn from the Plaintiff Longo's personal knowledge of the Windsor community over three decades, has been a close personal friend of Defendant Ivana Hrvatin continuously for approximately thirty (30) years. Paula Seguin was a witness to the November 2011 Separation Agreement and had direct, first-hand, witnessed knowledge that the September 2016 Hrvatin Transfer was inconsistent with that Agreement. On information and belief, Paula Seguin was also physically present as a witness at the signing of the impugned testamentary instrument referenced in Part 1 E below; whether she also signed in a co-signatory capacity is to be determined upon Norwich Pharmacal disclosure. She is pleaded on the heads of civil conspiracy to defraud the estate, knowing participation in breach of fiduciary / testamentary duty, and aiding and abetting the Hrvatin Transfer.

5. The Defendant **SGT. CHRIS RENAUD** ("Renaud") is a member of the Windsor Police Service Fraud Unit. At tape-time 12:20 on a recording in the Plaintiff Lucy's possession, Renaud threatened Lucy in words to the effect, "there will be consequences," for reporting the conduct pleaded below.
6. The Defendant **DAN POTVIN** ("Potvin") is a Superintendent of the Windsor Police Service. He agreed on a recorded conference call (January 2026, approximately seventy (70) minutes in duration) to obtain the Sun Life document in unredacted form and thereafter sabotaged that undertaking. At transcript time-mark approximately 2:04:00 he stated, "that forged document that you guys are alleging — leave that one with me," and at transcript time-mark approximately 2:26:00 he stated, "three separate investigators looked at this... everyone is saying this is a civil situation," thereby acknowledging that three Windsor Police Service investigators examined the forgery allegation and each declined to proceed. He is the cousin of one Jim Potvin, a civilian whose promotion of Judge Brian Dube to Ontario Provincial Police Association Vice-President (2025-10-24) is pleaded in Part 3 below as evidence of the Windsor Cartel's family-network infrastructure.
7. The Defendant **KAREL DeGRAAF** ("DeGraaf") is, at all material times pleaded herein, a Deputy Chief of the Windsor Police Service as listed in the Windsor Police Service command roster. He is the superior officer within the WPS chain of command for the three investigators referenced in the Potvin recording (paragraph B.6 above) and for Superintendent Potvin himself. The three-investigator non-pursuit outcome occurred under his supervisory authority, without disclosure of conflict and without recusal. He is pleaded on the heads of misfeasance in public office by supervisory failure, conspiracy by silence, adoption of the three-investigator non-pursuit with knowledge of the forgery allegation, and contribution to the continuing concealment of the Hrvatin Transfer and the Empire Life policy.
8. The Defendant **DREW DILKENS** ("Dilkens") has held the office of Mayor of the City of Windsor continuously since 27 October 2014 and is the statutory chair of the Windsor Police Services Board. **Prior to assuming the mayoralty**, Dilkens was a lawyer practising at **McTague LLP** — the same firm and, at the material time, a colleague of co-Defendant David Sundin, litigation counsel for the Plaintiffs Lucy Ceylan and Betty Ceylan. On information and belief, documents in the Plaintiffs' possession raise a question whether Dilkens's initial entry to the mayoralty was by way of election rather than selection; particulars reserved. On 29 November 2022,

as chair of the Windsor Police Services Board, Dilkens personally announced the appointment of Jason Bellaire (non-party to this pleading, reserved to the Deponent's separate matter) as Chief of the Windsor Police Service, with the publicly-reported remark that there was "widespread comfort" with Bellaire. Dilkens is socially connected, per materials in the Plaintiffs' possession, to co-Defendant Bart Seguin. On 15 January 2026 Dilkens stated publicly (Windsor Star) "I don't know this person, I don't think I've ever interacted with him," referring to Armin Ceylan; that statement is demonstrably false and evidences consciousness of guilt as further particularised in the Plaintiffs' Evidence Hub file DILKENS_CONSCIOUSNESS_OF_GUILT_DOSSIER.md.

9. [RESERVED — Jason Bellaire is not pleaded as a Defendant in this Ceylan proceeding. Bellaire served as Chief of the Windsor Police Service from 29 November 2022 until his retirement on 28 November 2025; his conduct in relation to the Plaintiff Longo's separate 2005 and 2021 matters, and in relation to the 3 May 2021 Amherstburg event, is reserved to the Deponent's separate proceeding and is not pleaded in the Ceylan matter. The Windsor Police Service and the Windsor Police Services Board remain pleaded as institutional Defendants at paragraphs C.4 and C.5 below, capturing successor-in-office institutional liability for the conduct chain without the need to plead Bellaire personally in this matter.]
10. [RESERVED — Jason Crowley is not pleaded as a Defendant in this version. His tenure in relation to the material period pleaded herein is a matter for verification. The Plaintiffs reserve the right to amend this paragraph to name Defendant Crowley upon confirmation of his dates of service relevant to the conduct pleaded. The Windsor Police Service and Windsor Police Services Board are pleaded as institutional Defendants in their own capacities at paragraphs C.4 and C.5 below, capturing successor-in-office institutional liability without the need to plead the current Chief personally at this time.]
11. [RESERVED — Eddie Francis is not pleaded as a Defendant in this version. Mr. Francis served as Mayor of Windsor from 2003 until October 2014 and thereafter passed the office to Defendant Dilkens. His tenure ended before much of the conduct pleaded herein. The Plaintiffs reserve the right to amend this paragraph to plead Mr. Francis upon the evidence warranting it. Defendant Dilkens, as continuing Mayor since 27 October 2014 and statutory Chair of the Windsor Police Services Board, is pleaded at paragraph B.8 above.]

12. The Defendant **THE HONOURABLE JUSTICE JOHN PAUL HOWARD** ("Justice Howard") is a judge of the Superior Court of Justice (Ontario). On information and belief, Justice Howard is **not** the founder of Shibley Righton LLP (which was founded in Toronto), but, together with his wife co-Defendant **Sheila MacKinnon**, the **establishing role-player in, and the managing partner of, the Shibley Righton LLP Windsor office** continuously until his appointment to the bench in or about 2015. Justice Howard thereafter presided over the Ontario estate proceedings (CV-17-25300) involving his own firm's partner (co-Defendant Seguin) without disclosure of that firm-establishment connection and without recusal; stamped the Ceylan case file beginning 9 August 2016; issued an ink-stamped order dated 5 August 2017; and issued a Time Table Order on 3 October 2017 (with a documented 3-October / 5-October two-version anomaly). Judicial immunity is pleaded against and is responded to in Part 3 below (actual, knowing participation in a continuing criminal breach of trust under s. 122 of the Criminal Code defeats common-law judicial immunity on established Canadian authority).
13. The Defendant **MARY JO NOLAN** ("Nolan") acted as the mediator in the Ceylan estate matter, on Betty Ceylan's behalf against Defendant Ivana Hrvatin. Her husband, **Brian Nolan**, is a senior partner at Shibley Righton LLP — a fact Nolan did not disclose. Within the **first five to ten minutes** of the mediation, Nolan **ejected Lucy Ceylan and her husband Joel (surname reserved) from the room** — both of whom were present in support of Betty Ceylan and who had been instrumentally involved in the preparation of the civil matter in collaboration with counsel David Sundin — without disclosure of the Shibley Righton household conflict. The mediation thereafter **continued** with Betty Ceylan alone in the room with Nolan and counsel Sundin; on Betty Ceylan's account, her own counsel spoke sparingly on her behalf; Betty Ceylan, intimidated and isolated, signed a settlement agreement with Hrvatin that same day.
14. [RESERVED — Frank Miller is not pleaded as a Defendant in this Ceylan proceeding. Mr. Miller's role as solicitor of record to David Simetic in a parallel inheritance matter is addressed in the separate Simetic pleading and in Mr. Simetic's own affidavit in the broader Trifecta filing structure. Any audio recording referencing Mr. Miller is the property of Mr. Simetic and is not tendered in this Ceylan proceeding. The pattern evidence formerly pleaded at Part 1 M below is accordingly recast to refer to the Simetic matter generally without naming individual Simetic-side solicitors in this pleading.]

15. The Defendant **DR. MARTIN QUEEN** ("Dr. Queen") is a forensic pathologist. The Plaintiffs plead, on information and belief arising from direct inspection of the Final Autopsy Report, that Dr. Queen's electronic signature appears on the Final Autopsy Report of Raffi Ceylan bearing the date 11 July 2016 — five (5) days before Raffi Ceylan's documented death on 16 July 2016 and seven (7) days before the autopsy itself on 18 July 2016. Per *R. v. Trochym*, 2007 SCC 6, a signed medical-legal document bearing a date prior to the event it certifies constitutes forgery prima facie; the resulting document is a false document within the meaning of Criminal Code s. 366. (Note: an earlier draft of this NOCC attributed the 11 July 2016 signature to Dr. David Cameron; the Plaintiffs reserve the right to amend this paragraph upon reconciling the Final Autopsy Report particulars, and plead both Dr. Queen and Dr. Cameron in the alternative and cumulatively for their respective roles in the autopsy and its reporting.)
16. The Defendant **DR. BORA BISHWAJIT** ("Dr. Bishwajit") is a physician / forensic practitioner whose role in the Raffi Ceylan autopsy and related reporting is to be particularised upon Norwich Pharmacal disclosure from the Ontario Centre for Forensic Sciences and the Office of the Chief Coroner of Ontario. He is pleaded on the heads of negligence (medical and professional) and conspiracy by silence.
17. The Defendant **DR. DAVID A. CAMERON** ("Dr. Cameron") is a forensic pathologist who authored or co-authored the Final Autopsy Report of Raffi Ceylan. Dr. Cameron transmitted the autopsy results to Defendant Hrvatin (via Defendant Seguin), not to the decedent's twin sister Lucy or to any other next-of-kin. Dr. Cameron is also pleaded on the internal concession, reflected in his own notes, that there was "no anatomic or toxicologic cause of death," notwithstanding which the Office of the Chief Coroner ultimately closed the file on a "probable primary cardiac arrhythmia" finding pleaded at paragraph F.3 below.
18. The Defendant **EMILY GROOT** ("Dr. Groot") is a physician of the Office of the Chief Coroner of Ontario. She ruled the death of Raffi Ceylan as having arisen from "natural causes" on an "inducible cardiac arrhythmia" finding and blocked Lucy's access to the underlying file as gatekeeper. She is pleaded on the heads of misfeasance in public office, conspiracy by silence, and continuing obstruction of justice.
19. The Defendant **SHEILA MacKINNON** ("MacKinnon") is, on information and belief, the **wife of co-Defendant Justice John Paul Howard**, a

partner of Shibley Righton LLP, and — upon Justice Howard's judicial appointment in or about 2015 — the **managing partner of the Shibley Righton LLP Windsor office** from that date forward. On further information and belief, MacKinnon has additionally held a senior role with the Law Society of Ontario at material times; particulars to be compelled under the Norwich Pharmacal Order sought herein. MacKinnon is pleaded on: (a) her participation in the continuing institutional concealment of the 2011 Separation Agreement from the Ceylan family and from the Ontario courts; (b) her position within the Law Society of Ontario gate-keeping structure pleaded at Part 1 Section I and Part 3 below; and (c) as one of the four persons constituting the Shibley Righton concealment quartet (with Justice Howard, Seguin, and Nolan).

20. The Defendant **BILL BENSON** ("Benson") is the **Sun Life Assurance Company of Canada agent** on the Ceylan matter at all material times. Benson received and accepted the **12 September 2016 Sun Life Transfer of Ownership** purporting to transfer the subject Sun Life policy on Raffi Ceylan's life from Northern Exposure (Raffi Ceylan's corporation) to Defendant Hrvatin, and bearing the forged signature of **Crystal Rivard** (Officer and financial signing authority of Northern Exposure; non-party, who has personally confirmed the forgery to the Plaintiff Longo). Benson thereafter caused critical information to be **redacted** from the Transfer of Ownership document before any copy was released. On that same Transfer, Sun Life processed the **CAD \$607,228.70** Hrvatin Transfer on 19 September 2016. Benson is separately captured on a recording in Lucy Ceylan's possession at timestamp 83:00 in a statement amounting to an admission that the Will was a forgery. Benson is pleaded on the heads of: (a) knowing participation in breach of fiduciary duty; (b) civil conspiracy to defraud the Estate; (c) misrepresentation and consciousness of guilt on the redaction conduct; and (d) aiding and abetting the Hrvatin Transfer.

21. The Defendant **DARYL LAUZON** ("Lauzon") is named on this proceeding as a further asset-freeze Respondent. His particulars, including operational role within the conduct chain pleaded herein, are set out in the companion Addendum [01C_DARRYL_LAUZON_ADDENDUM.pdf](#) incorporated herein by reference. He is pleaded as a further member of the Windsor Cartel Joint Enterprise pleaded at Part 3, Ground 13 below, on the heads of civil conspiracy (both branches), aiding and abetting the Hrvatin Transfer, unjust enrichment, and such further causes of action as emerge upon Norwich Pharmacal disclosure.

C. The Defendants – Institutional

1. The Defendant **SUN LIFE ASSURANCE COMPANY OF CANADA**, carrying on business as Sun Life Financial ("Sun Life"), is a federally-regulated insurer and the carrier that processed the Hrvatin Transfer on 19 September 2016. Its agents and employees, including Bill Benson and Carmen Yip, acted in the course of their employment and Sun Life is vicariously liable for their conduct under *Bazley v. Curry*, [1999] 2 S.C.R. 534. Bill Benson is captured on a recording in Lucy Ceylan's possession, at timestamp 83:00, in a statement amounting to an admission that the Will was a forgery.
2. The Defendant **EMPIRE LIFE FINANCIAL CORPORATION** ("Empire Life") is a federally-regulated insurer. To the Plaintiffs' personal knowledge, Empire Life holds, or held, a second life insurance policy on the life of Raffi Ceylan. That policy was issued to and held by a corporate entity in which Raffi Ceylan was the sole or principal signing authority. The estimated magnitude of that policy, on information and belief, is potentially **CAD \$10,000,000 or more**. The policy has not been disclosed in any estate accounting, coroner's file, or police disclosure known to the Plaintiffs. Lucy Ceylan is informed by family members that "they claimed it, they took it." Empire Life is pleaded on the heads of breach of fiduciary duty, unjust enrichment, and conspiracy by silence. Particulars are to be disclosed under the Norwich Pharmacal Order sought herein.
3. The Defendant **SHIBLEY RIGHTON LLP** ("Shibley Righton") is a law partnership with offices in Toronto and Windsor, Ontario. It is the employer of co-Defendants Seguin and MacKinnon. On information and belief, its **Windsor office was established and managed** by co-Defendant Justice Howard (until his judicial appointment in or about 2015) and thereafter by his wife co-Defendant MacKinnon. Its partner-spouse relationship with the mediator co-Defendant Nolan is pleaded below as a disqualifying conflict. Shibley Righton is vicariously liable for the conduct of its partners and employees in the course of their engagements on the Ceylan matter under *Bazley v. Curry*, [1999] 2 S.C.R. 534.
4. The Defendant **WINDSOR POLICE SERVICE** ("WPS") is a police service established under the Community Safety and Policing Act, 2019, S.O. 2019, c. 1, Sched. 1, and is the employer of co-Defendants Renaud, Potvin, DeGraaf, and Bellaire at all material times.

5. The Defendant **WINDSOR POLICE SERVICES BOARD** ("WPSB") is the statutory oversight board chaired by co-Defendant Dilkens and is named for its direct and vicarious liability for the Bellaire promotion and the WPS conduct chain.
6. The Defendant **ONTARIO CENTRE FOR FORENSIC SCIENCES** ("OCFS") is the provincial forensic-sciences agency at or through which the autopsy of Raffi Ceylan was conducted and the Final Autopsy Report signed on 11 July 2016. OCFS is named for its direct and vicarious liability for the conduct of Defendants Dr. Queen, Dr. Bishwajit, and Dr. Cameron, and for its institutional failure to correct the temporal-impossibility defect on the face of the Final Autopsy Report.
7. The Defendants **JOHN DOE INSURANCE CARRIERS #1-10** are insurance companies whose identities are presently unknown to the Plaintiffs but whose policies, trust balances, reinsurance arrangements, or extended contracts touch the Raffi Ceylan estate, the Hrvatin beneficiary designation, or any Windsor-police-service insurance product. Their identities are to be disclosed by the Norwich Pharmacal Order sought contemporaneously with this action.

D. The Decedent and His Death

1. Raffi Ceylan died on 16 July 2016 at Island Lake Road, Chapleau, Ontario. Time of death pronounced was 16:33. The autopsy was conducted on 18 July 2016.
2. The Separation Agreement between Raffi Ceylan and Hrvatin was executed in November 2011 in four (4) original counterparts, witnessed by Defendant Bart Seguin and Defendant Paula Seguin, and expressly excluded Hrvatin from any spousal share. At the time of Raffi Ceylan's death this Agreement was in full force and effect.
3. Notwithstanding that Agreement, on or about 19 September 2016, Sun Life processed a transfer of proceeds in excess of \$600,000 (CAD — Canadian dollars) to Hrvatin. That sum has since been deployed by Hrvatin and has accrued investment and other returns, the quantum of which is to be established by the Norwich Pharmacal Order.

E. The Fraudulent-Disclosure Chain

1. On multiple occasions recorded by the Plaintiff Lucy, co-Defendant Sun Life agent **Bill Benson** stated to the Ceylan family that "Raffi died without a Will." At timestamp 83:00 of one such recording, Benson made a statement amounting to an admission that the Will was a forgery. The Ceylan family in fact held an unsigned Last Will and Testament dated 11 November 2007.

2. **The post-death concealment of the testamentary instruments followed two distinct paths, each involving Defendant Seguin:**

(a) **The Impugned Will** — Seguin furnished the Ceylan family with only an **unsigned copy** of the purported Last Will and Testament. Over several weeks the family demanded a signed copy, which Seguin denied possessing, directing the family instead to obtain it from Defendant Hrvatin — from whom the family ultimately received it.

(b) **The 2011 Separation Agreement** — Seguin concealed the **existence** of the executed Agreement from the Ceylan family for approximately **eighteen (18) months**. During that period the family received **no copy at all, signed or unsigned**. After approximately 18 months Seguin transmitted a copy to co-Defendant David Sundin, who thereafter delivered to the Ceylan family the **executed Agreement together with three (3) earlier drafts** — the four-draft record pleaded at Part 1 Section D.2 above.

1. Approximately **three (3) weeks after Raffi Ceylan's death**, in or about the first or second week of August 2016, contemporaneous with the forced departure of **Julie Triferis** (Raffi Ceylan's domestic partner; non-party) from the Ceylan residence, Defendant Seguin attended at the residence, required Ms. Triferis to surrender her keys, and — in or about that same period — Raffi Ceylan's personal laptop went missing. On information and belief, corroborated by Ms. Triferis's account, Seguin wrongfully took possession of the laptop at or about that time and has not returned it. The laptop and its contents are the subject of the conversion/detinue claim at Part 3, Ground 4 below.

2. Hrvatin subsequently acted as Estate Trustee in the Ontario estate proceeding, contrary to the exclusionary Separation Agreement she knew to exist. The Plaintiffs state this conduct constitutes perjury and a fraud upon the court in addition to the civil causes of action pleaded below.

F. The Medical-Examination Anomalies

1. The Final Autopsy Report in respect of Raffi Ceylan bears an electronic signature dated **11 July 2016** — five (5) days before Raffi Ceylan's documented death on 16 July 2016 and seven (7) days before the autopsy itself on 18 July 2016. The Plaintiffs state this temporal impossibility is direct evidence of the predetermined nature of the conduct chain pleaded here.
2. The autopsy results were transmitted to Defendant Hrvatin (via Defendant Bart Seguin), not to the decedent's twin sister Lucy Ceylan or to any other next-of-kin.
3. Defendant Dr. Emily Groot of the Office of the Chief Coroner ruled the death as having arisen from "natural causes" on an "inducible cardiac arrhythmia" finding and blocked Lucy's access to the underlying file as gatekeeper.
4. No strychnine testing was performed, notwithstanding a symptom-profile match. The spinal cord — the primary detection site for strychnine — was not examined. The vitreous humor was not tested.

G. The Witness-Intimidation and Reward-for-Service Chain

1. At tape-time 12:20 on a recording held by Lucy Ceylan, Sgt. Chris Renaud of the WPS Fraud Unit stated to Lucy in words to the effect, "there will be consequences," for her continuing to report the estate and insurance frauds. Renaud thereafter repeatedly threatened Lucy with criminal-harassment charges for making police reports.
2. Superintendent Dan Potvin, having undertaken on a recorded conference call (January 2026, seventy (70) minutes) to obtain an unredacted copy of the Sun Life document, instead sabotaged that undertaking. Inspector Jill Lawrence gave false legal advice to the Ceylan family in the same window. The three-investigator non-pursuit of the forgery allegation occurred under the supervisory authority of Defendant Karel DeGraaf as particularised at paragraph B.7 above.
3. On 29 November 2022, Defendant Dilkens, acting in his capacity as chair of the Windsor Police Services Board, personally appointed Jason Bellaire (non-party to this Ceylan proceeding — conduct reserved to the Deponent's separate matter) as Chief of the Windsor Police Service. The Plaintiffs plead

this appointment, along with the WPSB's continuing failure to address the three-investigator non-pursuit of the Hrvatin Transfer forgery pleaded herein, as evidence of institutional culture within the Windsor Cartel Enterprise described at Part 3, Ground 13 below.

H. The Judicial Conduct Chain

1. Justice John Paul Howard presided over the Ontario estate proceedings (CV-17-25300) notwithstanding that his own firm, Shibley Righton LLP, was represented in the matter by partner Bart Seguin. He stamped the Raffi Ceylan case file on or about 9 August 2016. He issued an ink-stamped order dated 5 August 2017. On 3 October 2017 he issued a Time Table Order; a second version bearing the date 5 October 2017 thereafter circulated. The two-version anomaly is pleaded as evidence of a continuing breach of trust by a public officer within the meaning of s. 122 of the Criminal Code.
2. **No examinations for discovery were conducted in the civil proceeding on Betty Ceylan's behalf against Defendant Hrvatin.** On Lucy Ceylan's direct account, at no stage of that proceeding were examinations for discovery held, no witness was sworn, and no transcript was generated. The Plaintiffs plead the wholesale absence of the ordinary civil-discovery record as itself a further structural indicator of the concealment pleaded herein: no process existed within that proceeding by which the 2011 Separation Agreement, the four-draft record, the Hrvatin Transfer, the Bart Seguin solicitor-client duty, or the Shibley Righton institutional nexus could be tested under oath and committed to a transcribed record.

I. The Cross-Matter Bridge – Windsor Cartel Joint Enterprise

1. The Plaintiff Longo's separate and parallel proceedings in the United States District Court for the Middle District of Florida (case 8:05-cr-263-T-17MSS) and the Superior Court of Justice, Toronto (case 05-CR-573), document a continuing conspiracy spanning twenty-one (21) years originating with U.S. Drug Enforcement Administration Special Agent Glenn Dutton and extending through Canadian and Windsor-local actors.
2. Documentary evidence in the Plaintiffs' possession (including the file titled WINDSOR_CARTEL_GLENN_PROFESSIONAL in their Evidence Hub) establishes that co-Defendant Hrvatin, who is the immediate fraud beneficiary in the Ceylan-side conduct chain, is also a documented asset-

freeze target in the Longo-side conduct chain. Hrvatin is the bridge figure linking the two chains.

3. The Plaintiffs accordingly plead, and will prove at trial, that the Ceylan-side conduct and the Longo-side conduct are not two separate cases but one continuing joint enterprise — the **Windsor Cartel Joint Enterprise** — whose members, predicate acts, structure, and gains are particularised at Part 3, Ground 13 below.

J. The 300+ Audio Corpus

1. The Plaintiff Lucy Ceylan is the lawful custodian of more than three hundred (300) audio and video recordings evidencing the statements, admissions, threats, and omissions pleaded above. Ninety-six (96) of those recordings are catalogued in the Plaintiffs' Trifecta Audio Inventory. The balance is held on the Plaintiff Lucy's devices and in cloud-storage custody. A preservation order in respect of this corpus is sought in the companion application.

K. Damages

1. The Plaintiffs have suffered and continue to suffer damages particularised as follows:
 - (a) **Special damages** in the amount of no less than \$600,000 (plus investment-profit accretion since 19 September 2016, to be quantified at trial and anchored through the Norwich Pharmacal Order);
 - (b) **General damages** for loss of estate value, measured by the full \$9,000,000 estate quantum advertised in the Plaintiffs' evidence chain, with credits to the extent of any recovery already obtained;
 - (c) **Charter damages** pursuant to Vancouver (City) v. Ward, 2010 SCC 27, for breaches of ss. 2(b), 7, 8, 9, and 15 of the Canadian Charter of Rights and Freedoms;
 - (d) **Aggravated damages** for the high-handed, outrageous, and mala fide conduct documented on the audio record;
 - (e) **Punitive and exemplary damages** pursuant to Whiten v. Pilot Insurance Co., 2002 SCC 18, reflecting the nine (9)-year reward-for-obstruction tempo and the Windsor Cartel joint-enterprise scale;

(f) **Wrongful-death-adjacent damages** under the Family Compensation Act, R.S.B.C. 1996, c. 126 and the Negligence Act, R.S.B.C. 1996, c. 333, for loss of guidance, care, and companionship sustained by each of Lucy, Armin, and Betty Ceylan;

(g) **Prejudgment interest** under the Court Order Interest Act, R.S.B.C. 1996, c. 79, running from 19 September 2016 or such other date as the Court finds just;

(h) **Costs** on the full-indemnity or solicitor-and-own-client scale.

1. The Plaintiffs further plead, in corroboration and particularisation of paragraph 1:

(i) **Empire Life hidden policy** — per Exhibit 15, a second insurance policy on the life of Raffi Ceylan issued by Defendant Empire Life Financial Corporation has never been disclosed across ten years of institutional review, and is pleaded in the alternative (a) as the source of a second payout-diversion head of fraud, or (b) as unclaimed proceeds owed to the estate, with quantification reserved to Norwich disclosure;

(j) **Coroner spinal-cord omission and strychnine test** — per Exhibit 16, the Office of the Chief Coroner of Ontario closed Case 2016-8196 / CFS 2016-0001036 on a pathologically unsupported ruling of "probable primary cardiac arrhythmia," without examining the spinal cord and without testing for strychnine, despite Dr. Cameron's internal concession that there was "no anatomic or toxicologic cause of death"; this omission is pleaded as continuing obstruction of justice and breach of statutory duty;

(k) **Aggregate damages quantum** — per the multiplier matrix at Exhibit 17, the Plaintiffs plead an aggregate damages floor of **CAD \$500,000,000** computed on a defendant × crime × year × harm framework over the ten-year continuing period, with upward adjustment reserved on Norwich disclosure.

L. Urgency — Mareva

1. The CAD \$607,228.70 Hrvatin Transfer was completed in September 2016. The Empire Life proceeds, on information and belief, have already been claimed and released. Each day that passes is a day in which the Defendants may dissipate, transfer, encumber, or conceal the traceable proceeds of the fraud. The three-investigator Windsor Police non-pursuit has provided a ten-year shield. That shield is now lifted by the Plaintiffs'

filing. The risk of imminent asset dissipation is real, material, and immediate.

N. JOEL (SURNAME RESERVED — HUSBAND OF LUCY CEYLAN) — HIS INDEPENDENT CLAIM

1. The further Plaintiff Joel, introduced at paragraph A.6 above, pleads his claim against the Defendants on the following heads, each pleaded cumulatively with and not in substitution for the claims of the Ceylan co-Plaintiffs:

(a) **Intentional infliction of mental suffering** per *Prinzo v. Baycrest Centre for Geriatric Care*, 2002 CanLII 45005 (ONCA), on the footing of the Defendants' continuing conduct pleaded herein as transmitted to and endured by Joel through his spousal and co-resident relationship with the Plaintiff Lucy Ceylan over the material period;

(b) **Loss of consortium and loss of guidance, care, and companionship** arising from the Defendants' conduct toward his wife Lucy Ceylan and the Ceylan family as a whole, pleaded under the Family Compensation Act, R.S.B.C. 1996, c. 126, and the common law of British Columbia where that Act does not apply;

(c) **Restitution / unjust enrichment** recoverable to the extent of Joel's out-of-pocket personal funds contributed to the preparation of this matter and the antecedent civil and regulatory processes, per *Garland v. Consumers' Gas Co.*, 2004 SCC 25;

(d) **Aggravated damages** per *Whiten v. Pilot Insurance Co.*, 2002 SCC 18, for the sustained-exposure trauma over a period measured in years;

(e) **Charter damages** per s. 24(1) of the Charter and *Vancouver (City) v. Ward*, 2010 SCC 27, to the extent that the institutional conduct pleaded at Grounds 7, 9, 10, and 11 below has engaged Charter-protected interests of Joel as a Canadian resident at the material time;

(f) **Such further and other heads** as may emerge from Lucy Ceylan's direct evidence as spouse and from Norwich Pharmacal disclosure.

1. Joel was present as a witness in support of his mother-in-law Betty Ceylan and his wife Lucy Ceylan at the Mary Jo Nolan mediation in the Ontario estate matter and was ejected within the first five to ten minutes of the session along with Lucy Ceylan, without disclosure of the Shibley Righton

LLP household conflict. He was further present with Lucy Ceylan during the Law Society of Ontario commission-review interaction with Commissioner Marilyn Marshall.

2. The Plaintiffs plead that Joel's participation in the Ontario estate-mediation process, his out-of-pocket financial contribution to the Plaintiffs' case preparation, and his sustained exposure to the material record over the ten-year continuing period, together with the contemporaneous conduct of the Defendants pleaded throughout Part 1 above, are sufficient in combination to ground each of the heads at paragraph 1 above and the relief sought at Part 2.

M. Pattern Evidence — the Parallel David Simetic Inheritance-Theft Scheme

1. This Part is tendered as **similar-fact / pattern evidence** pursuant to R. v. Handy, 2002 SCC 56, and R. v. Shearing, 2002 SCC 58, to establish that the same Windsor-based nexus of private solicitors, Windsor Police Service personnel, and Ontario Superior Court judicial officers who orchestrated the concealment of the Raffi Ceylan estate fraud also orchestrated a parallel inheritance-theft scheme against David Simetic. David Simetic is not a Defendant in this proceeding and is not a Plaintiff in this proceeding; he is a co-Plaintiff in the broader Trifecta filing structure and files his own affidavit in his own capacity. He is referred to here only as the victim whose parallel experience evidences the pattern.
2. On information and belief based on Mr. Simetic's first-person accounts to the Plaintiff Longo and on documentary records in Mr. Simetic's possession:
 - (i) Mr. Simetic was the intended beneficiary of an inheritance to which he was entitled;
 - (ii) in the period immediately preceding a scheduled court date at which Mr. Simetic was to advance his inheritance claim, he was arrested by members of the Windsor Police Service the night before his court date, on information and belief at the arrangement of, or with the knowing facilitation of, one or more Ontario Superior Court judicial officers and one or more private solicitors connected to the inheritance matter;
 - (iii) the timing and circumstances of that arrest are materially inconsistent with any bona fide law-enforcement purpose and are materially consistent with a purpose of preventing Mr. Simetic from appearing in court and advancing his claim; and
 - (iv) a Windsor-based solicitor then acting as Mr. Simetic's solicitor of record is on audio recording, in Mr. Simetic's possession, making statements against Mr. Simetic's interest in respect of Mr. Simetic's

inheritance. The particulars, including the identity of the solicitor and the tendering of the recording, are set out in Mr. Simetic's own pleading and affidavit in the broader Trifecta filing structure and are not repleaded here.

3. The features common to the Raffi Ceylan matter and the David Simetic matter are: (i) a lawful beneficiary entitlement; (ii) participation by private solicitors with conflicts of interest; (iii) facilitation or acquiescence by Windsor Police Service personnel; (iv) facilitation or acquiescence by Ontario Superior Court judicial officers; and (v) a diversion of the expected proceeds away from the lawful beneficiary to a third party. Those features in combination are sufficiently distinctive under Handy and Shearing to support an inference of a common design.

N. Non-Parties Identified by Name

1. For the avoidance of doubt and the convenience of the Court, the following non-parties are identified by name in the body of this pleading (and in the companion Affidavit of Francesco Longo, Pass 15) and are neither Plaintiffs nor Defendants herein:

(a) **Crystal Rivard** — Officer and financial signing authority of Northern Exposure (Raffi Ceylan's corporation); her signature on the 12 September 2016 Sun Life Transfer of Ownership is pleaded as forged; she has personally confirmed the forgery to the Plaintiff Longo and would if called upon so testify;

(b) **Ashton Ceylan** — minor son of the decedent Raffi Ceylan; pleaded as sole beneficiary under the Order of Justice T.J. Carey of the Ontario Superior Court of Justice dated 13 March 2018; and pleaded for the 8+ year absence of any trust-fund accounting on his behalf;

(c) **Joel** (surname withheld on privacy grounds — husband of Lucy Ceylan) — husband of Plaintiff Lucy Ceylan; present with her at the Mary Jo Nolan mediation (Section E.7 above) and at the Law Society of Ontario commission review (Section I below);

(d) **Julie Triferis** — Raffi Ceylan's domestic partner at the time of his death; witness to the circumstances of the post-death laptop event pleaded at Section E.3 above;

(e) **Marilyn Marshall** — Commissioner of the Law Society of Ontario at the material time of the commission-review event pleaded at Section I below; pleaded on the consciousness-of-guilt footing there.

O. Defendants Non-Exhaustive — Reservation

1. **The Defendants list set out in the caption above is not intended to be exhaustive.** The Plaintiffs expressly reserve the right to amend this pleading and to add as Defendants any further perpetrators, aiders, abettors, or co-conspirators whose identities, specific acts, or command/supervisory positions are established by: (a) the Norwich Pharmacal disclosure sought in the companion application, (b) proper chain-of-command review of the Windsor Police Service, the Ontario Superior Court judicial chain, Shibley Righton LLP, McTague LLP, Sun Life Assurance Company of Canada, Empire Life Financial Corporation, the Law Society of Ontario, and the Office of the Chief Coroner of Ontario, and (c) further review of the 300+ recording corpus in Plaintiff Lucy Ceylan's custody together with the documentary, email, and other responses-received-by-the-Ceylan-family record. Nothing in this Notice of Civil Claim is to be construed as a waiver of, or an election against, any cause of action against any person presently unnamed whose participation in the conduct pleaded herein emerges on the proper record.
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PART 2 — RELIEF SOUGHT

The Plaintiffs claim against the Defendants, and each of them as pleaded herein, jointly and severally:

1. **General, aggravated, and punitive damages** in an amount not less than **CAD \$500,000,000**, computed per the multiplier schedule in Exhibit 17 filed herewith, with upward adjustment reserved upon Norwich Pharmacal disclosure of (a) the face value and payout status of the Empire Life policy pleaded at Exhibit 15, and (b) the complete coroner and CFS files pleaded at Exhibit 16.
2. **Special damages** of \$600,000 plus all investment, compound, and reinvestment returns from 19 September 2016 to judgment, to be quantified at trial following Norwich Pharmacal disclosure.
3. **Aggravated damages** per Exhibit 17 § 4.9 — aggregate institutional-denial damages pleaded at not less than **CAD \$30,000,000**.
4. **Punitive and exemplary damages** per Exhibit 17 § 4.8 — pleaded at not less than **CAD \$120,000,000** (scaled for the expanded 24-Defendant

caption and the joint-enterprise scale, per *Hill v. Church of Scientology of Toronto*, [1995] 2 SCR 1130 (inflation-adjusted).

5. **Charter damages** pursuant to s. 24(1) of the Charter and Ward, 2010 SCC 27.

6. **Wrongful-death-adjacent damages** for each of Lucy, Armin, and Betty Ceylan under the Family Compensation Act.

6A. A **court order for exhumation** of the remains of Raffi Ceylan and for independent re-autopsy (including spinal-cord strychnine assay, hair-follicle segmental analysis, bone-marrow analysis, vitreous-humor toxicology, and whole-body CT) conducted by a forensic pathologist outside the Ontario coroner system.

6B. A **preservation order** directed to Empire Life Financial Corporation, the Office of the Chief Coroner of Ontario, the Centre of Forensic Sciences, and the Ontario Forensic Pathology Service, forbidding destruction, alteration, or disposal of any record bearing on Raffi Ceylan, Case 2016-8196, or CFS 2016-0001036.

6C. **Relief to the further Plaintiff Joel:** damages on the heads pleaded at Part 1 Section N above; restitution of his out-of-pocket contribution; aggravated damages for sustained-exposure trauma; inclusion of his claim within the Mareva freeze sum and Norwich Pharmacal disclosure sought herein; and leave, in the alternative, for the Plaintiffs to proceed with Joel's claim on the footing of his privacy-grounded surname withholding, absent any Defendant showing of material prejudice that requires his full identification for the just determination of the matters pleaded.

1. **Disgorgement** of all gains wrongfully received by Hrvatin, Sun Life, Shibley Righton, Empire Life, and any John Doe Insurance Carrier.

2. A **constructive trust** over the Hrvatin Transfer, its proceeds, and its investment accretion, in favour of the Plaintiffs as heirs and beneficiaries of the Estate of Raffi Ceylan.

3. A **tracing order** over the Hrvatin Transfer and its derivatives into every account, instrument, policy, or chattel presently holding any derivative of those funds.

4. A **declaration** that the conduct pleaded above constitutes a continuing joint enterprise (the Windsor Cartel Joint Enterprise) within the meaning of

Canada Cement LaFarge Ltd. v. British Columbia Lightweight Aggregate Ltd., [1983] 1 S.C.R. 452 and Agribrands Purina Canada Inc. v. Kasamekas, 2011 ONCA 460.

5. A **declaration** that each Defendant named in Part 1 B-C above is a member of that enterprise and is jointly and severally liable for its acts and gains.

6. **Ancillary interlocutory relief**, being a Mareva injunction, a Norwich Pharmacal disclosure order, an Anton Piller order, and a preservation order, as set out in companion applications filed with this notice, including — for greater certainty — a worldwide Mareva against the personal and firm assets of Defendants Ivana Hrvatin, Bart Seguin, Paula Seguin, Sheila MacKinnon, Bill Benson, and Karel DeGraaf.

12A. **Immediate interim disbursement**: an Order that, as a component of the Mareva relief at paragraph 12 above, a sum of not less than CAD \$600,000 be disbursed forthwith from any frozen Defendant account to co-Plaintiffs Betty Ceylan, Lucy Ceylan, and Armin Ceylan, on the footing that the face of the 2011 Separation Agreement excluded Defendant Ivana Hrvatin from any spousal share and that the funds representing the 19 September 2016 Hrvatin Transfer were therefore never lawfully hers to hold.

12B. **Pre-litigation dissipation lookback**: an Order that any asset transfer, encumbrance, gift, settlement, or beneficiary-designation change effected by any Defendant (or any person on a Defendant's behalf) during the period commencing 1 January 2024 to the date of filing herein be treated as a pre-litigation dissipation-in-anticipation, subject to tracing, clawback, constructive trust, and reinstatement to the Plaintiffs, with disclosure of all such movements to be produced by each Defendant within twenty-four (24) hours of service of the Mareva Order.

12C. **Shortened response windows**: an Order that, having regard to the deliberate-notice record pleaded in the companion affidavit at Section P and in Part 2A of the companion Mareva Application, the asset-disclosure window ordinarily granted to Mareva Respondents be reduced to twenty-four (24) hours from service, and the inter partes return date be fixed for the first available sitting of this Honourable Court and in any event not later than seven (7) days from the date of the ex parte Order.

1. **Prejudgment and postjudgment interest** under the Court Order Interest Act.

2. **Costs** on the full-indemnity or solicitor-and-own-client scale.
 3. Such further and other relief as this Honourable Court deems just.
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PART 3 — LEGAL BASIS

The Plaintiffs rely on the following causes of action and authorities:

Ground 1 — Civil Fraud. As against Hrvatin, Benson, Bart Seguin, Paula Seguin, Sun Life, and Shibley Righton: civil fraud per *Bruno Appliance and Furniture Inc. v. Hryniak*, 2014 SCC 8.

Ground 2 — Civil Conspiracy. As against all Defendants: civil conspiracy on both the predominant-purpose and the unlawful-means branches recognised in *Canada Cement LaFarge Ltd. v. British Columbia Lightweight Aggregate Ltd.*, [1983] 1 S.C.R. 452 and further particularised in *Agribrands Purina Canada Inc. v. Kasamekas*, 2011 ONCA 460.

Ground 3 — Breach of Fiduciary Duty. As against Sun Life, Empire Life, Benson, Yip, Sundin, McTague LLP (as employer of Sundin, joined at amendment), Bart Seguin, and Shibley Righton: breach of fiduciary duty. Insurers owe a duty of utmost good faith (*uberrimae fidei*). Solicitors owe duties of candour, loyalty, and avoidance of conflicts: *Hodgkinson v. Simms*, [1994] 3 S.C.R. 377; *Strother v. 3464920 Canada Inc.*, 2007 SCC 24.

Ground 4 — Conversion and Detinue. As against Bart Seguin: conversion and detinue of Raffi Ceylan's laptop and its digital contents, taken approximately three (3) weeks after Raffi Ceylan's death (in or about the first or second week of August 2016, contemporaneous with the forced departure of Julie Triferis from the residence) and not returned.

Ground 5 — Unjust Enrichment. As against Hrvatin (primarily), Sun Life, and Empire Life (secondarily): unjust enrichment per *Garland v. Consumers' Gas Co.*, 2004 SCC 25.

Ground 6 — Negligence (Medical and Professional). As against Dr. Queen, Dr. Bishwajit, Dr. Cameron, Dr. Groot, OCFS, and the medical and professional chain: ordinary negligence per *Cooper v. Hobart*, 2001 SCC 79 and *Hill v. Hamilton-Wentworth Regional Police Services Board*, 2007 SCC 41.

Ground 7 — Misfeasance in Public Office. As against Renaud, Potvin, DeGraaf, Dilkens (in his capacity as WPSB chair), Justice Howard, MacKinnon (in

her Law Society senior-officer capacity), Dr. Groot, OCFS, WPS, and WPSB: misfeasance in public office per *Odhavji Estate v. Woodhouse*, 2003 SCC 69.

Ground 8 – Intentional Infliction of Mental Suffering. As against Renaud, Bart Seguin, Hrvatin, and Benson: intentional infliction of mental suffering per *Prinzo v. Baycrest Centre for Geriatric Care*, 2002 CanLII 45005 (ONCA); *Saadati v. Moorhead*, 2017 SCC 28.

Ground 9 – Intimidation and Witness Tampering. As against Renaud, Potvin, DeGraaf (as supervising officer), Lawrence (joined at amendment), WPS, and WPSB: the civil tort of intimidation, actionable in British Columbia, and civil liability for the criminal conduct prohibited by s. 423.1 of the Criminal Code.

Ground 10 – Breach of Trust (Public Officer). As against Justice Howard: civil breach of trust co-extensive with the Criminal Code s. 122 offence.

Ground 11 – Charter Damages. As against WPS, WPSB, Dilkens, Renaud, Potvin, and DeGraaf: damages pursuant to s. 24(1) of the Charter for breaches of ss. 2(b), 7, 8, 9, and 15. Framework: *Vancouver (City) v. Ward*, 2010 SCC 27.

Ground 12 – Wrongful-Death-Adjacent Damages. As against all Defendants whose conduct contributed to or suppressed the investigation of Raffi Ceylan's death: damages pursuant to the Family Compensation Act, R.S.B.C. 1996, c. 126.

Ground 13 – Civil Conspiracy / Joint Enterprise (Windsor RICO Cartel). As against all Defendants: participation in a single continuing joint enterprise — the **Windsor Cartel Joint Enterprise** — structured across U.S. investigative-arm, Windsor municipal-and-police, judicial, professional-services, insurance, and beneficiary nodes, with Hrvatin as the bridge figure, and with the parallel David Simetic inheritance-theft scheme pleaded at Part 1 M above as similar-fact / pattern evidence under *R. v. Handy*, 2002 SCC 56, and *R. v. Shearing*, 2002 SCC 58.

Ground 14 – Defamation. Reserved and pleaded per *Grant v. Torstar Corp.*, 2009 SCC 61, particulars to be furnished after disclosure.

Jurisdiction and Venue

1. This Court has territorial competence and should exercise its jurisdiction over this action on the grounds set out in the Court Jurisdiction and Proceedings Transfer Act, S.B.C. 2003, c. 28, s. 3(e) and s. 6 (forum necessitatis). The Plaintiffs have been denied a forum in Ontario as

particularised in Filing #01D (Venue Memorandum · BC · 28 April 2026), which is incorporated herein by reference.

Rule Invocations

1. This Notice of Civil Claim is brought pursuant to Rule 3-1. The Plaintiffs further seek, in companion applications: an ex parte Mareva injunction under Rule 10-4; a Norwich Pharmacal disclosure order under the inherent jurisdiction of the Court; an Anton Piller order; and a preservation order under Rule 7-7.

Plaintiff's address for service:

Francesco Giovanni Longo [address to be inserted on filing] Windsor,
Ontario Email: flongo11@gmail.com

Place of trial: Vancouver, British Columbia

The address of the registry is: 800 Smithe Street, Vancouver, B.C., V6Z 2E1

DATED at Windsor, Ontario, this _____ day of April, 2026.

FRANCESCO GIOVANNI LONGO, Plaintiff, self-represented On behalf of himself and, pursuant to authorisation, on behalf of his co-Plaintiffs Lucy Ceylan, Armin Ceylan, and Betty Ceylan.

RULE 7-1(1) NOTICE – LIST OF DOCUMENTS. A list of documents in Form 22 of the Supreme Court Civil Rules is being prepared and will be served on the Defendants within the time required by Rule 7-1(1).

E-Signature Certificate

Document ID: 69f270d2c0df9784b5d72d4a

Status: ● Completed

Document: 01_NOTICE_OF_CIVIL_CLAIM_BCSC

Signer: Francesco Longo (flongo11@gmail.com)

Number of Pages: 25

Completion Date: April 29, 2026, 20:59 UTC

Signer	Timestamps	Signature
<p>Francesco flongo11@gmail.com Using IP: 45.78.165.206 IP Location: Canada, Windsor</p> <p>Authentication Method: Email</p>	<ul style="list-style-type: none">● Viewed April 29, 2026, 20:59 UTC● Signed April 29, 2026, 20:59 UTC	