

NOTICE OF APPLICATION — MAREVA INJUNCTION (EX PARTE, WORLDWIDE)
IN THE SUPREME COURT OF BRITISH COLUMBIA VANCOUVER REGISTRY
NO. _____

BETWEEN: FRANCESCO GIOVANNI LONGO, LUCY CEYLAN, ARMIN CEYLAN,
and BETTY CEYLAN, personally and as heirs and beneficiaries of the Estate of
RAFFI CEYLAN (also known as Rafi Ceylan), deceased; PLAINTIFFS /
APPLICANTS

AND: IVANA HRVATIN, DAVID SUNDIN, BART SEGUIN, PAULA SEGUIN,
SHEILA MacKINNON, BILL BENSON, SGT. CHRIS RENAUD, DAN POTVIN,
KAREL DeGRAAF, DREW DILKENS, THE HONOURABLE JUSTICE JOHN PAUL
HOWARD, MARY JO NOLAN, SUN LIFE ASSURANCE COMPANY OF CANADA,
EMPIRE LIFE FINANCIAL CORPORATION, SHIBLEY RIGHTON LLP, THE
WINDSOR POLICE SERVICE, THE WINDSOR POLICE SERVICES BOARD, LAW
SOCIETY OF ONTARIO, and JOHN DOE INSURANCE CARRIERS #1-10;
DEFENDANTS / RESPONDENTS

NOTICE OF APPLICATION (Brought EX PARTE pursuant to Rule 8-4 and Rule
10-4 of the Supreme Court Civil Rules) Name of applicant: the Plaintiffs. To: the
Court and all parties named in Schedule A. TAKE NOTICE that an application
will be made by the applicants to this Honourable Court at the courthouse at 800
Smithe Street, Vancouver, British Columbia, on the urgent ex parte list at the
earliest available sitting, within twenty-four (24) hours of filing — no further time
ought to be extended to the Respondents on the grounds pleaded at Part 2A
(Pre-Litigation Notice) below, for the orders set out in Part 1 of this notice. The
applicants apply EX PARTE on the grounds of imminent risk of dissipation,
concealment, and cross-border removal of assets. Notice of this application is not
given to the Respondents because doing so would frustrate the purpose of the
orders sought.

PART 1 — ORDERS SOUGHT The Applicants seek:

Reservation. The list of Respondents set out in the caption above is not
intended to be exhaustive. The Applicants expressly reserve the right to add as
Respondents any further perpetrators, aiders, abettors, or co-conspirators
identified on: (a) the Norwich Pharmacal disclosure sought in the companion
application, (b) proper chain-of-command review of the institutional
Respondents, and (c) further review of the 300+ recording corpus in Plaintiff
Lucy Ceylan's custody and the documentary / email record in the Ceylan family's
possession. The orders sought herein are accordingly framed to be effective

against the Respondents named and their directors, officers, agents, servants, employees, privies, and any person or entity with notice of the Order.

A. The Mareva Injunction (Worldwide) 1. An Order that each of the Respondents and their directors, officers, agents, servants, employees, privies, and any person or entity with notice of this Order, be restrained and enjoined, until trial of the underlying action or further Order of this Court, from: (a) directly or indirectly removing, transferring, disposing of, charging, pledging, encumbering, diminishing, or in any way dealing with any assets, whether held in their own names or jointly with others, and whether situate within or outside British Columbia or Canada, up to an aggregate value of CAD \$500,000,000 (FIVE HUNDRED MILLION CANADIAN DOLLARS) (the "Frozen Sum"), as

quantified in the Aggravated Damages Schedule at Exhibit 17 filed herewith and without prejudice to upward adjustment upon Norwich Pharmacal disclosure of the Empire Life policy (Exhibit 15) and the coroner / CFS files (Exhibit 16); (b) instructing, procuring, or requesting any other person to do anything restrained by paragraph 1(a); (c) in particular and without limiting the generality of paragraph 1(a), dealing with any of the assets described in Schedule DD to this Order (the "Asset Freeze List"). 1. An Order that, within twenty-four (24) hours of service of this Order, each Respondent swear and serve on the Applicants an affidavit disclosing: (a) all assets (within and outside Canada) exceeding CAD \$1,000 in value, whether held in the Respondent's own name, jointly, as trustee, as beneficial owner, or as nominee; (b) the value, location, and identity of each such asset; (c) all transfers, dispositions, or encumbrances of any such asset since 19 September 2016.

B. Specific Freeze Targets 1. Without limiting paragraph 1, an Order that the following specific assets be frozen forthwith pending further Order of this Court: (a) any and all personal, joint, trust, corporate, or beneficiary bank accounts at any Canadian financial institution held by or for the benefit of IVANA HRVATIN, in any currency, in any province or territory of Canada or elsewhere; (a.1) any and all personal, joint, trust, corporate, or beneficiary bank accounts at any Canadian financial institution held by or for the benefit of BART SEGUIN, PAULA SEGUIN, SHEILA MacKINNON, or BILL BENSON, in any currency, in any jurisdiction, including any assets held in any beneficial-owner, nominee, or partnership-capital capacity; (a.2) any and all personal, joint, trust, corporate, nominee, or beneficiary accounts, instruments, real property, vehicles, securities, cryptocurrency holdings, pension balances, or other assets of any kind held by or for the benefit of **DARYL LAUZON** at any financial institution or custodian, in any currency and in any jurisdiction, wherever situate, up to the Frozen Sum.

Daryl Lauzon is named as a Respondent on this Application on the footing particularised in the companion Addendum 01C_DARRYL_LAUZON_ADDENDUM.pdf and is pleaded as a further asset-freeze target within the Windsor Cartel Joint Enterprise pleaded at Part 1, Ground 13 of the companion Notice of Civil Claim. His conduct is pleaded on information and belief drawn from the deponent's personal knowledge and from the documentary record referenced in the Addendum, including his operational role in the concealment and diversion pleaded herein;

(b) any and all Sun Life Assurance Company of Canada policies, proceeds, investment accounts, beneficiary balances, or related financial instruments derived from or traceable to the policy or policies of the deceased Raffi Ceylan or to the Hrvatin beneficiary designation of 19 September 2016;

(c) any and all client-trust and operating accounts maintained by SHIBLEY RIGHTON LLP touching the Ceylan estate (CV-17-25300), the Hrvatin matter, or any related retainer; (d) any and all client-trust and operating accounts maintained by McTague LLP touching the Ceylan estate or the Sundin retainer; (d.1) any Empire Life Financial Corporation policies, proceeds, investment accounts, beneficiary balances, or related financial instruments derived from or traceable to any policy on the life of Raffi Ceylan, and any Bill Benson commission or fee balances held by Sun Life Assurance Company of Canada or its affiliates; (e) any Windsor-Police-Service-related pension, benefit, or insurance balances of the individual WPS Respondents to the extent such balances constitute personal property within paragraph 1(a); and (f) any John Doe insurance-carrier policies, proceeds, or trust balances tied to the Raffi Ceylan file, to be identified by the companion Norwich Pharmacal Order.

B1. IMMEDIATE INTERIM DISBURSEMENT TO THE CEYLAN CO-PLAINTIFFS

1. In light of the ten-year documented deprivation, the Applicants seek a further Order that the sum of CAD \$600,000 (SIX HUNDRED THOUSAND CANADIAN DOLLARS) — representing the documented Hrvatin Transfer quantum before accretion — be disbursed forthwith to the Ceylan co-Plaintiffs Betty Ceylan, Lucy Ceylan, and Armin Ceylan from any account or balance subject to the freeze imposed by Part 1 A above, to be held pending final disposition on account of (i) the face-value Separation-Agreement-excluded beneficiary entitlement, and (ii) the aggravated-damages floor pleaded at CAD \$30,000,000 in the companion Notice of Civil Claim.
2. The Applicants plead that the CAD \$600,000 interim sum is pleaded as partial interim recovery only and without prejudice to the aggregate CAD

\$500,000,000 claim, and is sought on the footing that the funds in question were never lawfully the property of any Respondent: the face of the 2011 Separation Agreement having expressly excluded Defendant Ivana Hrvatin from spousal share, the funds passed to the Estate and to its Separation-Agreement-compliant beneficiaries as a matter of operative fact, not a matter yet to be litigated. Any delay in the disbursement is accordingly a continuing deprivation of the Ceylan co-Plaintiffs' pre-existing entitlement.

3. The interim disbursement shall be effected by the Court, on the Applicants' nomination, by one of the following methods (the Applicants consent to either at the Court's election):

(a) direct electronic funds transfer from any frozen Respondent account to nominated accounts of each of Betty Ceylan, Lucy Ceylan, and Armin Ceylan, particulars to be filed with the Court within twenty-four (24) hours of this Order; or

(b) cash tender into Court by the Respondent custodian institution within twenty-four (24) hours of service of the Order, and release by the Court to the Ceylan co-Plaintiffs forthwith upon tender.

1. The Applicants further plead that every business day that passes without interim disbursement is a continuing loss to Betty Ceylan (then aged seventy-plus in 2016, presently ten years older), the principal beneficiary of the Estate and the party who has exhausted approximately CAD \$30,000 of her own out-of-pocket resources investigating her son's death across the 2016–2026 window. The balance of convenience overwhelmingly favours disbursement.

C. Ancillary Orders 1. An Order that this Mareva Injunction be served on all Canadian Schedule I and Schedule II banks, Sun Life, Shibley Righton LLP, McTague LLP, and such other third parties as the Applicants may specify, and that such third parties take all steps reasonably necessary to give it effect. 2. An Order that the Applicants' obligation to provide a crossundertaking in damages be satisfied by the Applicants' personal undertaking on the face of the record, having regard to the Plaintiff Longo's status as self-represented and indigent and the Ceylan Plaintiffs' established financial injury; and, further, that the impecuniosity of the Plaintiffs is not a bar to relief in the circumstances disclosed in the supporting materials. 3. An Order that leave be granted to serve all Defendants outside British Columbia under the Court Jurisdiction and Proceedings Transfer Act, S.B.C. 2003, c. 28. 4. An Order that a return date for this Injunction, inter partes, 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 this Order, at which time each Respondent will have the opportunity to move to vary or set aside. 5. An Order as to costs in the cause.

6. Such further and other Orders as this Honourable Court deems just.

PART 2 — FACTUAL BASIS 1. The Applicants refer to and incorporate by reference the Statement of Facts contained in Part 1 of their contemporaneously-filed Notice of Civil Claim, which pleads in detail: (a) the post-death transfer of in excess of CAD \$600,000 from Sun Life Financial to the Respondent Hrvatin on 19 September 2016, approximately 65 days after the death of Raffi Ceylan; (b) the two-path post-death concealment by the Respondent Seguin — (i) the Impugned Will furnished to the Ceylan family in unsigned form only, with the family directed to obtain the signed copy from the Respondent Hrvatin; and (ii) the 2011 Separation Agreement concealed outright (no copy furnished, signed or unsigned) for approximately 18 months — in breach of fiduciary and professional duty; (c) the on-record representation by Respondent Bill Benson (Sun Life agent) — "Raffi died without a Will" — and his on-record admission at tape-time 83:00 that the Will was a forgery; Benson's receipt and acceptance of the 12 September 2016 Sun Life Transfer of Ownership bearing the forged signature of Crystal Rivard (non-party, who has personally confirmed the forgery to Applicant Longo); and Benson's subsequent redaction of critical information from that document; (d) the temporal-impossibility signature on the autopsy final report (signed 11 July 2016, being 5 days before the death of 16 July 2016); (e) the tape-time 12:20 threat by the Respondent Renaud (WPS Fraud) to the Plaintiff Lucy — "there will be consequences" — for reporting the frauds; (f) the Respondent Potvin's sabotage of a recorded undertaking to obtain the Sun Life document unredacted; (g) the Respondent Howard's presiding over an estate proceeding (CV-17-25300) involving his own firm's partner (Seguin), with a documented 3-October / 5-October 2017 Time Table Order two-version anomaly; (h) the Respondent Dilkens's 29 November 2022 personal appointment of Jason Bellaire (non-party to this Ceylan proceeding) as WPS Chief, pleaded as institutional-culture evidence of the Windsor Cartel Enterprise; the Respondent MacKinnon's succession as managing partner of Shibley Righton LLP (Windsor office) upon Respondent Howard's 2015 judicial appointment is also relied on for the continuing-concealment pleading; (i) the cross-matter bridge role of the Respondent Hrvatin, who is both the immediate fraud beneficiary in the Ceylan chain and a documented asset-freeze target in the Longo A.

(j) the contribution to the Plaintiffs' access-to-justice effort by **Joel (surname withheld on privacy grounds — husband of the Plaintiff Lucy Ceylan)**,

including multiple trips from the State of Florida to the City of Windsor and the application of his personal funds, over a sustained period and on the reasonable expectation of merits-based adjudication by the Canadian judicial system; Joel is pleaded as a further Plaintiff on the heads set out at Part 1 Section N of the companion Notice of Civil Claim, and his claim is to be included within the Mareva freeze sum and the interim disbursement sought at Part 1 B1 above.5.07 Mareva roster. 1. The Plaintiffs rely, in support of this application, on: (a) the Affidavit of Lucy Ceylan, sworn contemporaneously with this application (exhibiting recordings at tape-times 12:20 and 83:00; the Separation Agreement counterpart; the 11-July-2016 autopsy signature page; the Time Table Order two-version set); (b) the Affidavit of Francesco Giovanni Longo, sworn contemporaneously, establishing the cross-matter Hrvatin bridge and Longo's own standing; (c) the Affidavit of Armin Ceylan in his own capacity (Armin having been released from the custody that applied during the material period); (d) the Affidavit of Betty Ceylan. 1. Risk of dissipation. The Applicants rely on the following as constituting a real risk of dissipation and the clear inference thereof: (a) the Respondent Hrvatin has, on the face of the record, already once taken CAD \$600,000+ contrary to an executed agreement and has retained and deployed those funds for approximately 9.5 years; (b) the Windsor Cartel Enterprise has demonstrated consistent capacity to conceal and re-route evidence (laptop theft; 18-month Separation-Agreement concealment; document-unredaction sabotage; antedated autopsy); (c) the enterprise is transnational (U.S. DEA node originating with Glenn Dutton; Canadian node; Italian witness heritage), providing ample corridors for cross-border removal; (d) the filing of this action will come to the Respondents' attention in the ordinary course and, absent this ex parte relief, would precipitate a race to the vault;

(e) public-record evidence of the reward-for-service tempo (Bellaire promotion, November 2022) demonstrates the enterprise's presentday operational capacity.

PART 2A — PRE-LITIGATION DELIBERATE NOTICE (Why the Respondents have had more than sufficient notice and why any further time window is contrary to the interests of justice)

1. The Applicants plead that the Respondents and the institutional actors responsible for investigating, prosecuting, and adjudicating the conduct pleaded herein have been on formal, tracked, documentary notice of the material facts continuously for a period measured in months, and on informal notice for a period measured in years. Particulars:

(a) the Applicants operate and continuously maintain the public-record archive at longocase.ca (the "Longo Archive"), on which the Impugned Will, the 2011 Separation Agreement record, the 12 September 2016 Sun Life Transfer of Ownership bearing the forged signature, the 11 July 2016 pre-death autopsy signature, the Coroner CSF omission, the Bart Seguin 16 November 2016 audio (including the verbatim "NO cheque going to her" statement), the Potvin January 2026 seventy-minute recorded call, and the complete exhibit chain of the Ceylan matter have been publicly and continuously available;

(b) on 28 April 2026 the Applicants transmitted to the court registries of every Canadian superior court — including this Honourable Court (SCR.Vancouver@gov.bc.ca), the Federal Court of Canada (fc_reception_cf@cas-satj.gc.ca), the Ontario Superior Court of Justice via the Attorney General of Ontario (cloc.reception@ontario.ca), the Windsor Courthouse (Windsor.Courthouse@ontario.ca), and twelve further provincial superior-court registries — the Round 1 Canadian filing packet (sixteen Notices of Civil Claim across Canada), which package cross-referenced and incorporated by reference the facts pleaded herein. Each such transmission bears a discrete canary-token identifier and a corresponding webhook pixel, the complete log of which is available as `reboot8/round1_v2_packet/canary_log.csv` with twenty-nine (29) discrete tracking identifiers;

(c) those webhooks have, on information and belief, fired on reviewing endpoints within the Respondent institutions, establishing that the facts pleaded herein are not merely constructively known but actually known to the Respondents and the parallel institutional actors as a matter of affirmative record;

(d) the Applicants invoke the Deliberate-Notice Doctrine (adapted from the qualified-immunity jurisprudence of *Harlow v. Fitzgerald*, 457 U.S. 800 (1982) and *Ziglar v. Abbasi*, 582 U.S. 120 (2017)) as the common-law footing on which no Respondent may now assert good-faith reliance after formally receiving the facts that make their continuing conduct unlawful.

1. In the premises, the ordinary notice-and-response time bracket that informs the usual Mareva return-date convention (twenty-one days inter partes) has, as applied to these Respondents, been substantively consumed. The Applicants have already given the Respondents months of accessible notice and days of formally-tracked notice. The Respondents have not acted on that notice; instead, on information and belief, they have taken the steps pleaded at paragraph 3 below.

2. Pre-litigation asset movements — dissipation in anticipation. The Applicants plead, on information and belief pending compelled Norwich Pharmacal disclosure, that any movement, transfer, encumbrance, sale, settlement, assignment, gift, trust-settlement, corporate-restructuring step, or beneficiary-designation change effected by any Respondent or any person on a Respondent's behalf within the window commencing 1 January 2024 and continuing to the date of this Order — being the period within which the Applicants' public disclosures at longocase.ca and in antecedent correspondence were operative — is pleaded as a pre-litigation dissipation-in-anticipation of the relief now sought, carried out in the knowledge of the material facts pleaded herein, and is accordingly subject to (a) tracing, (b) the constructive trust pleaded in the companion Notice of Civil Claim, (c) clawback and reinstatement to the frozen estate by way of disgorgement, and (d) each of the further equitable remedies at paragraph 4A below.

3. Accordingly, the Applicants further seek, as an incident to the principal Mareva relief, the following:

(a) a declaration that any asset transfer effected by any Respondent within the period 1 January 2024 to the date of this Order shall be treated as a pre-litigation dissipation subject to reversal/clawback;

(b) an Order that each Respondent produce, within the same twenty-four (24) hour asset-disclosure window at paragraph A.2 above, a complete schedule of all such transfers for the lookback period;

(c) an Order authorising the Applicants to trace and recover any such dissipated asset from any third-party recipient who received same with notice of the material facts (actual notice being presumed from the longocase.ca public archive and the canary-tracked transmissions).

PART 3 — LEGAL BASIS 1. The Applicants rely on the following authorities and statutory provisions:

A. The Mareva Jurisdiction 1. *Mareva Compania Naviera S.A. v. International Bulkcarriers S.A.*, [1980] 1 All E.R. 213 (C.A.) — the foundational English authority on the pre-judgment asset-freezing injunction. 2. *Aetna Financial Services Ltd. v. Feigelman*, [1985] 1 S.C.R. 2 — the Supreme Court of Canada's adoption and articulation of the Mareva jurisdiction in Canada. The Court held that the applicant must establish (i) a strong prima facie case, (ii) a real risk of dissipation or removal of assets, and (iii) that the balance of convenience favours the order. 3. *Chitel v. Rothbart* (1982), 39 O.R. (2d) 513 (C.A.) — the Ontario

authority informing the evidentiary threshold for risk of dissipation; while an Ontario authority, it is persuasive in British Columbia. 4. *Mooney v. Orr*, [1994] B.C.J. No. 2652, 1994 CanLII 1779 (B.C.S.C.) — British Columbia's principal Mareva authority, reaffirming the tripartite Aetna test as it applies in this Court. 5. *Tracy v. Instalozans Financial Solutions Centres (B.C.) Ltd.*, 2007 BCCA 481 — British Columbia Court of Appeal on the standard for a Mareva injunction and on worldwide scope.

B. Supreme Court Civil Rules 1. Rule 10-4 (Injunctions) of the Supreme Court Civil Rules, B.C. Reg. 168/2009, governs the procedure for interlocutory injunctions in this Court, including pre-trial freezing orders. 2. Rule 8-4 (Application without notice) permits an urgent ex parte application where giving notice would frustrate the purpose of the order.

C. Standard Satisfied 1. Strong prima facie case. The Notice of Civil Claim, particularised across fourteen (14) grounds including fraud, civil conspiracy, breach of fiduciary duty, unjust enrichment, misfeasance in public office, and the Windsor Cartel Joint Enterprise, pleads specific documentary and audio evidence — the 11-July-2016 signature, the tape-time 12:20 threat, the tapetime 83:00 forgery admission, the Separation Agreement concealment, the Hrvatin Transfer — which, if unanswered, would establish each cause of action on the balance of probabilities. 2. Real risk of dissipation. Set out in ¶ 12 above. 3. Balance of convenience. The frozen sum is preservative, not punitive; the Respondents retain the right to meet ordinary living expenses and reasonable legal fees, to be provided for in the standard Mareva carve-outs; the Applicants' harm from nonpreservation (permanent loss of the Frozen Sum across international corridors) is irreversible, while the Respondents' inconvenience from short-term freeze is, by definition, remediable on the return date. 4. Undertaking in damages. The Plaintiffs tender a personal undertaking consistent with the indigent-litigant jurisprudence of this Court and submit that impecuniosity, on the facts here, does not defeat equitable relief.

SCHEDULE A — RESPONDENTS (for service) 1. Ivana Hrvatin — c/o last-known address in the City of Windsor, Ontario 2. David Sundin — c/o McTague LLP, Windsor, Ontario 3. Bart Seguin — c/o Shibley Righton LLP, Windsor/Toronto, Ontario 4. Paula Seguin — c/o same address as Bart Seguin (through counsel) 5. Sheila MacKinnon — c/o Shibley Righton LLP, Windsor office 6. Bill Benson — c/o Sun Life Assurance Company of Canada, last-known agent address 7. Sgt. Chris Renaud — c/o Windsor Police Service, 150 Goyeau Street, Windsor, Ontario 8. Dan Potvin — c/o Windsor Police Service, same address 9. Karel DeGraaf — c/o Windsor Police Service, same address 10. Drew Dilkens — c/o Office of the

Mayor, City of Windsor, 350 City Hall Square West, Windsor, Ontario 11. The Honourable Justice John Paul Howard — c/o Superior Court of Justice, Ontario 12. Mary Jo Nolan — c/o last-known address 13. Sun Life Assurance Company of Canada — 1 York Street, Toronto, Ontario 14. Shibley Righton LLP — 250 University Avenue, Toronto, Ontario / Windsor office 15. The Windsor Police Service — 150 Goyeau Street, Windsor, Ontario 16. The Windsor Police Services Board — same address 17. John Doe Insurance Carriers #1-10 — identities to be disclosed by Norwich Pharmacal Order

SCHEDULE DD — ASSET FREEZE LIST (Specific freeze targets under paragraph 3 of the Order sought)

DD.1 — Individual Respondent Financial Footprint (a) Any and all accounts (chequing, savings, investment, margin, retirement, joint, trust, nominee, or otherwise) held at any Canadian financial institution by Ivana Hrvatin (alone or jointly) — including but not limited to: (i) Royal Bank of Canada (ii) Toronto-Dominion Bank / TD Canada Trust (iii) Bank of Montreal (iv) Bank of Nova Scotia / Scotiabank (v) Canadian Imperial Bank of Commerce / CIBC (vi) National Bank of Canada (vii) HSBC Canada (to the extent continuing) (viii) Laurentian Bank (ix) Desjardins (x) Tangerine (xi) EQ Bank (xii) Simplii Financial (xiii) any credit union of which the Respondent is a member (b) Any cryptocurrency or digital-asset wallets identified through electronic-trace discovery as belonging to or under the control of any individual Respondent. (c) Any real property in Canada or elsewhere held in whole or in part by any individual Respondent.

DD.2 — Sun Life Financial (a) The original policy or policies on the life of Raffi Ceylan that funded the 19 September 2016 Hrvatin Transfer. (b) Any successor, rider, converted, supplementary, or reinsurance instrument linked to those policies. (c) Any account or balance at Sun Life held in the name of Ivana Hrvatin or under any designation where she is the beneficiary. (d) Any commission or fee balances paid to Bill Benson or Carmen Yip in respect of the Ceylan file.

DD.3 — Shibley Righton LLP (a) All operating accounts and client-trust accounts (general trust and specific trust) at any Canadian financial institution. (b) Any retainer balance held in respect of the Raffi Ceylan estate, Ivana Hrvatin, or any related matter. (c) Any partnership-capital balance of Bart Seguin held by the firm.

DD.4 — McTague LLP (a) All operating accounts and client-trust accounts. (b) Any retainer balance in respect of the Ceylan estate or David Sundin's matters touching this case.

DD.5 — John Doe Insurance Carriers Any policy, trust account, reinsurance balance, or extended-contract benefit identified by the companion Norwich Pharmacal Order that touches: (a) the Raffi Ceylan estate, (b) the Hrvatin beneficiary designation, or (c) any Windsor-Police-Service insurance product implicated by the Plaintiffs' pleading.

DD.6 — WPS Individual Respondents (Personal) To the extent personal and not statutorily exempt, any pension/commutation balance, benefit plan, or personal insurance held in the name of the individual WPS Respondents.

Applicants' address for service: Francesco Giovanni Longo (self-represented lead applicant) [address to be inserted on filing] Email: flongo11@gmail.com

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

FRANCESCO GIOVANNI LONGO, Plaintiff/Applicant on behalf of the Applicants

E-Signature Certificate

Document ID: 69f2716fc7916452d759c977

Status: ● Completed

Document: 03_MAREVA_INJUNCTION_APPLICATION_BCSC

Signer: Francesco Longo (flongo11@gmail.com)

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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, 21:01 UTC● Signed April 29, 2026, 21:01 UTC	