

# **AFFIDAVIT OF FRANCESCO GIOVANNI LONGO AS REPRESENTATIVE FOR THE CEYLAN FAMILY**

## **SUPREME COURT OF BRITISH COLUMBIA – VANCOUVER REGISTRY**

**Court File No. [to be assigned on filing]**

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### **BETWEEN:**

**FRANCESCO GIOVANNI LONGO**, in his capacity as representative of the Ceylan family pursuant to the Unified Tort Filing Memorandum (Filing #13), and **LUCY CEYLAN, ARMIN CEYLAN, and BETTY CEYLAN**, personally and in their capacities as heirs and beneficiaries of the Estate of **RAFFI CEYLAN**, deceased

Plaintiffs

— and —

**IVANA HRVATIN, BART SEGUIN, PAULA SEGUIN, DAVID SUNDIN, BILL BENSON** (agent, Sun Life Assurance Company of Canada), **SGT. CHRIS RENAUD, DAN POTVIN, KAREL DeGRAAF** (Deputy Chief, Windsor Police Service), **DREW DILKENS, THE HONOURABLE JUSTICE JOHN PAUL HOWARD, MARY JO NOLAN, SHEILA MacKINNON, DR. MARTIN QUEEN, DR. BORA BISHWAJIT, DR. DAVID A. CAMERON, EMILY GROOT, SUN LIFE ASSURANCE COMPANY OF CANADA, EMPIRE LIFE FINANCIAL CORPORATION, SHIBLEY RIGHTON LLP, WINDSOR POLICE SERVICE, WINDSOR POLICE SERVICES BOARD, ONTARIO CENTRE FOR FORENSIC SCIENCES, LAW SOCIETY OF ONTARIO**, and **JOHN DOE INSURANCE CARRIERS #1-10**

Defendants

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### **AFFIDAVIT OF FRANCESCO GIOVANNI LONGO**

(sworn / affirmed 29 April 2026 pursuant to Rule 22-2 of the Supreme Court Civil Rules, B.C. Reg. 168/2009, and the Canada Evidence Act, R.S.C. 1985, c. C-5. Sworn in the Province of Ontario before a Commissioner for Taking Affidavits;

admissible in the Supreme Court of British Columbia pursuant to the Evidence Act, R.S.B.C. 1996, c. 124, s. 55, and the Commissioners for Taking Affidavits Act, R.S.O. 1990, c. C.17, s. 1. Tendered on a viva voce footing in support of an urgent Mareva injunction.)

I, **FRANCESCO GIOVANNI LONGO**, of the City of Windsor, in the Province of Ontario, retired, MAKE OATH AND SAY AS FOLLOWS:

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**A. IDENTIFICATION AND CAPACITY – REPRESENTATIVE, NOT BENEFICIARY**

1. I am **Francesco Giovanni Longo**, Canadian citizen, born 24 April 1972 in Chatham, Ontario. I have resided in Windsor, Ontario at all material times.
2. I act as **representative of the Ceylan family** on the written authorisation of co-Plaintiffs Lucy Ceylan, Armin Ceylan, and Betty Ceylan, pursuant to the Unified Tort Filing Memorandum (Filing #13). **I am not a beneficiary of the Estate of Raffi Ceylan, and I claim no personal share of the Estate or of any recovery in this proceeding.**
3. I have personal knowledge of the facts deposed, save where stated on information and belief. My knowledge derives from (a) a lifelong friendship with members of the Ceylan family; (b) a ten-year period (July 2016 – present) assisting the family in seeking disclosure and remedy; and (c) direct inspection of the documentary record and direct participation in the recorded exchanges referenced.
4. The authoritative family surname of the co-Plaintiffs and of the decedent is **C-E-Y-L-A-N**. Any variant in working drafts is corrected by this affidavit.
5. **Raffi Ceylan** (born 5 February 1973; died 16 July 2016 at Island Lake Road, Chapleau, Ontario) is the decedent. **Betty Ceylan** is his mother; **Lucy Ceylan** is his twin sister and custodian of the 300+ audio recordings referenced at section M; **Armin Ceylan** is his brother. Armin was detained in Ontario custody during the material period of this matter on charges the Plaintiffs state were retaliatory; he has since been released and remains a co-Plaintiff.
6. **Joel (surname withheld on privacy grounds – husband of Lucy Ceylan)**. Lucy Ceylan's husband, who I refer to herein as "**Joel**" with his surname withheld on privacy grounds at Joel's own election, is properly before this Court as a **further claimant-in-interest and reserved co-**

**Plaintiff** on the heads pleaded at Section K.6 below. From my personal knowledge, Joel has — over a period now measured in years — (i) relocated or travelled from the State of Florida to the City of Windsor on multiple occasions to provide direct, in-person assistance to his wife Lucy Ceylan and the Ceylan family in the matters pleaded herein; (ii) contributed financially, from his own personal funds, to the Plaintiffs' access-to-justice effort in this matter; (iii) participated directly in the estate-mediation process and in the Law Society of Ontario commission-review interaction pleaded at Sections K.1.4 and N.3 respectively; and (iv) sustained a prolonged, continuous, and repeated exposure to the trauma pleaded herein by virtue of his position as the spouse of the principal fact-witness (Lucy Ceylan) and co-resident of the Ceylan household during material periods. His claim is pleaded on the heads and with the particulars set out at Section K.6.

7. Tort matters personal to the deponent are reserved and not pleaded here.

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## **B. THE FORGED LAST WILL AND TESTAMENT — FORENSIC EVIDENCE ON THE FACE**

1. The principal instrument of the fraud is a purported Last Will and Testament of Raffi Ceylan (the "**Impugned Will**"). Every subsequent step — the Sun Life payout (s. F), the Empire Life claim (s. G), probate treatment, and the ten-year WPS refusal to criminalise the matter — rests on the apparent authority of that single document.
2. **The Impugned Will is a forgery. That fact is established on the face of the document itself.** The Plaintiffs will tender the best-available certified copy produced under the Norwich Pharmacal Order sought herein as **Exhibit 26**.
3. On direct visual inspection, the following face-of-document irregularities are present:
4. **Ink-colour and saturation mismatch.** The inserted name-block referencing Ivana Hrvatin and a person referred to as "Elena" (on information and belief the sister of Ivana Hrvatin) is in distinctly darker black ink than the surrounding text.

5. **Font and letter-thickness mismatch.** The inserted name-block exhibits typeface, stroke width, and letter-spacing materially different from the balance of the document — classic over-writing/retyping indicators.
6. **Border overlap.** The inserted letters visibly overlap and thicken against surrounding characters — visually inconsistent with a single original typing pass.
7. Those features, in combination, are sufficient to establish a prima facie case that the Impugned Will is a **false document** within the meaning of Criminal Code s. 366. The Plaintiffs rely on R. v. Trochym, 2007 SCC 6, for the proposition that on-face documentary irregularities of this nature do not require expert opinion for a Court to decline to give face-value authority. A Rule 11-6 forensic-document-examiner report is reserved for the merits stage.
8. The fact of the forgery is the foundation of every other head of fraud pleaded below. The Impugned Will is **void ab initio**. If the Court accepts, on the face, that the Impugned Will is forged, every subsequent act of Sun Life, Empire Life, the Windsor Police Service, the Office of the Chief Coroner, and the other Defendants in reliance upon it collapses.
9. **Alternative (codicil-invalidity) ground — pleaded in the alternative only.** Even if, contrary to paragraphs 1-5 above, the Impugned Will were authentic — which is denied — the 2011 Separation Agreement (section C below) was in force and effect at the date of Raffi Ceylan's death and ought to have been placed before the probate court as the codicil-equivalent instrument controlling the excluded-spouse distribution. The Impugned Will was submitted to probate **without** the Separation Agreement; that non-disclosure is itself a material and independent ground on which the Will as submitted is invalid. This alternative ground is pleaded more fully in the companion Notice of Civil Claim; the deponent pleads here only the fact that the Separation Agreement was not placed before the probate court at the time of the Will's submission.
10. **Court order declaring Ashton Ceylan the sole beneficiary — and the eight-year absence of any trust-fund accounting.** On or about **13 March 2018**, in the Ontario Superior Court of Justice, **The Honourable Justice T.J. Carey** made an Order declaring **Ashton Ceylan** — the minor son of Raffi Ceylan — **the sole beneficiary** (the "**Ashton Beneficiary Order**") of the Ceylan estate. Particulars of the Order, including court file number and any ancillary trust-settlement terms, are to be compelled

under the Norwich Pharmacal Order sought herein. The Plaintiffs plead on information and belief that:

11. **Defendant Ivana Hrvatin** was named as trustee with **zero compensation**;
12. **No accounting, statement, reconciliation, or other proof of the existence or value of the trust fund held for Ashton Ceylan's benefit has been produced to the Ceylan family** at any time in the **more than eight (8) years** from the date of the Ashton Beneficiary Order to the date of this affidavit;
13. The Hrvatin Transfer at section F and the Empire Life proceeds at section G — each of which, on the Ashton Beneficiary Order, ought to have been paid into the Ashton trust — were diverted away from that trust in a manner and by conduits which, on the record pleaded herein, are the direct product of the fraud pleaded at sections B and F.

The Ashton Beneficiary Order is pleaded as an **independent and sufficient head of breach of trust and continuing concealment**, operating cumulatively with and in the alternative to the forgery ground at paragraphs 1-5 above and the codicil-invalidity ground at paragraph 6.

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### **C. THE FOUR DRAFTS OF THE 2011 SEPARATION AGREEMENT — IRONCLAD EVIDENCE OF RAFFI CEYLAN'S SETTLED INTENT TO EXCLUDE IVANA HRVATIN**

1. On information and belief based on documentary records in the Plaintiffs' possession, Raffi Ceylan caused the **November 2011 Separation Agreement** between himself and Defendant Ivana Hrvatin to be drafted and redrafted in **four successive drafts** before it was executed in its final form.
2. Four drafts of a Separation Agreement is not consistent with a drafter merely transcribing a single settled instruction. It is consistent with a testator/separator who was **adamant**, over the course of the drafting process, that each draft achieve a single operative result: the **complete exclusion of Ivana Hrvatin** from any spousal share of his insurance, corporate, and personal assets.

3. The executed final Separation Agreement (November 2011) did in fact exclude Ivana Hrvatin on those terms and was in full force and effect at the date of Raffi Ceylan's death on 16 July 2016.
  4. The four-draft record is accordingly probative on two cumulative grounds:
  5. It establishes Raffi Ceylan's **iterative and settled intent** to exclude Ivana Hrvatin — over weeks or months of drafting — from every category of his estate.
  6. It renders the distribution purportedly effected by the Impugned Will — under which substantially all of Raffi Ceylan's insurance, corporate, and personal assets flow to Ivana Hrvatin — **logically and behaviourally impossible** as an expression of the same decedent's intent. A person does not go through four drafts to exclude his ex-wife and then draft a Will giving her everything. The distribution is the signature of a forgery, not of a testator.
  7. The four-draft record is accordingly pleaded both as independent evidence of settled intent **and** as a second independent indicator (alongside section B) that the Impugned Will is a forgery.
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#### **D. ADDITIONAL ABSURDITY OF THE IMPUGNED DISTRIBUTION**

1. Beyond the four-draft record at section C, the purported distribution under the Impugned Will is incompatible with Raffi Ceylan's documented character and obligations:
2. **Long-outstanding debt to his mother, Betty Ceylan.** Raffi Ceylan owed his mother a documented personal debt of long standing. No distribution consistent with his character would have discharged that obligation to zero while enriching the person he had contractually excluded.
3. **Non-provision to his twin sister, Lucy Ceylan.** Raffi and Lucy Ceylan were twins and maintained one of the closest sibling relationships in the Ceylan family. A distribution leaving her with nothing while enriching a contractually-excluded former spouse is behaviourally inconsistent with the person Raffi Ceylan was.
4. **The documented-intent recording.** On the 16 November 2016 audio recording in Lucy Ceylan's possession (Exhibit 19 of the pleading package), Defendant Bart Seguin is heard to acknowledge, in substance, that Raffi

Ceylan's settled intent was for the money to pass to Ashton Ceylan — not to Ivana Hrvatin.

5. The distribution is an **absurdity**, and that absurdity flags back to the forgery pleaded at section B.

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## **E. THE CORONER'S RECORD — CEREBROSPINAL-FLUID FAILURE**

1. Raffi Ceylan died on **16 July 2016** at Island Lake Road, Chapleau, Ontario. Post-mortem examination was conducted at the Ontario Centre for Forensic Sciences on or about **18 July 2016**.
  2. The Plaintiffs rely on the **Coroner's Record**, the **Coroner's Investigation Statement**, and the **Final Autopsy Report** (collectively, **Exhibit A** to this affidavit) as the foundation documents establishing date of death, date of post-mortem, and the forensic pathologist of record, namely Defendant **Dr. Martin Queen**.
  3. The Coroner's Record as produced contains internal inconsistencies, missing entries, and time-sequence anomalies particularised in Exhibit 18 of the pleading package (18\_EXHIBIT\_AUTOPSY\_FORGERY\_TEMPORAL\_IMPOSSIBILITY.pdf) and supported by Defendant Dan Potvin's recorded acknowledgement at paragraph H.2 below.
  4. **The single most telling feature of the Coroner's Record is what it does not contain.** On the symptoms presented, the first-line investigation any trained forensic pathologist would conduct is an **examination of the cerebrospinal (spinal-cord) fluid**. No such examination is recorded — not in the Final Autopsy Report, not in the Coroner's Investigation Statement, and not in the companion toxicology documentation in the Plaintiffs' possession.
  5. The Plaintiffs plead the failure to conduct that examination as a **second independent indicator of fraud**, standing alongside the forgery at section B, and seek the relief at section Q — an **Exhumation Order with independent toxicology including cerebrospinal-fluid sampling** — so that the test not done in 2016 is done now.
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## **F. THE HRVATIN TRANSFER — FORGED "TRANSFER OF OWNERSHIP" AND CAD \$607,228.70 PROCEEDS TO AN EX-WIFE EXCLUDED BY THE 2011 SEPARATION AGREEMENT**

1. The Sun Life policy on the life of Raffi Ceylan was held through **Northern Exposure**, Raffi Ceylan's corporation, and had a face value of approximately **CAD \$708,000**. On or about **19 September 2016**, sixty-five (65) days after Raffi Ceylan's death, **Sun Life Assurance Company of Canada** — acting through its named agent, Defendant **Bill Benson** — processed a transfer of approximately **CAD \$607,228.70** in policy proceeds directly to Ivana Hrvatin, notwithstanding the 2011 Separation Agreement which had expressly excluded her from any spousal share. The mechanical instrument by which that transfer was effected is the forged Sun Life Transfer of Ownership pleaded at F.8 below.
2. The denomination is Canadian dollars — within my personal knowledge.
3. The Defendants' conduct in relation to this Transfer is documented by the following evidence in the Plaintiffs' possession: **the 16 November 2016 audio recording** (Exhibit 19) in Lucy Ceylan's custody, in which Defendant **Bart Seguin** is heard to state: "There's NO cheque going to her and her name. The money stays with the corporation until Revenue..." — directly inconsistent with the Hrvatin Transfer Sun Life had in fact already processed fifty-eight (58) days earlier.
4. The discrepancy between (i) Defendant Seguin's recorded statement of 16 November 2016 denying any cheque had issued and (ii) the Sun Life processed reality — in which CAD \$607,228.70 had been paid out to Ivana Hrvatin fifty-eight (58) days earlier on 19 September 2016 — is evidence of a covering false narrative, direct knowledge of the diversion, or both.
5. The post-death concealment of the two operative testamentary instruments — the Impugned Will and the 2011 Separation Agreement — followed two distinct but parallel paths, each involving Defendant Bart Seguin:
6. **The Impugned Will.** Defendant Seguin furnished the Ceylan family with only an **unsigned copy** of the purported Last Will and Testament at the reading of the Will. For approximately several weeks thereafter the family demanded a signed copy. Defendant Seguin denied possession and directed the family to obtain the signed copy from Defendant **Ivana Hrvatin** — the sole person said by Defendant Seguin to hold signed copies. The Ceylan

family ultimately obtained a signed copy of the Impugned Will from Defendant Hrvatin directly.

7. **The 2011 Separation Agreement.** Defendant Seguin — who had personally witnessed the 2011 Separation Agreement — concealed the **existence** of the executed Agreement from the Ceylan family for approximately **eighteen (18) months** after Raffi Ceylan's death. During that period the family received **no copy at all, neither signed nor unsigned**. The existence of the Separation Agreement was first acknowledged only after approximately 18 months, at which point Defendant Seguin transmitted a copy to Defendant **David Sundin**. Defendant Sundin, on the Ceylan family's side as litigation counsel for Lucy Ceylan and Betty Ceylan, thereafter delivered to the family the **executed Separation Agreement together with three (3) earlier drafts** — the four-draft record pleaded at Section C above.
8. Approximately **three (3) weeks after Raffi Ceylan's death**, in or about the first or second week of August 2016, and contemporaneous with the forced departure of **Julie Triferis** (Raffi Ceylan's domestic partner) from the Ceylan residence, Defendant **Bart Seguin** appeared at the residence, required Ms. Triferis to surrender her keys, and — in or about that same period — Raffi Ceylan's personal laptop went missing. I depose on information and belief, corroborated by the account of Ms. Triferis, that Defendant Seguin wrongfully took possession of Raffi Ceylan's personal laptop at or about that time and has not returned it. The laptop and its contents are the subject of the conversion/detinue claim in the companion Notice of Civil Claim.
9. **Bart Seguin's conflict of interest — purported solicitor for Raffi Ceylan.** Defendant Bart Seguin was, at all material times leading up to Raffi Ceylan's death, Raffi Ceylan's solicitor of record. I have personal knowledge of that solicitor-client relationship spanning **more than ten (10) years**. Defendant Seguin personally witnessed the execution of **both**:
10. the **November 2011 Separation Agreement** — the operative instrument that excluded Ivana Hrvatin from any spousal share of the Ceylan estate; and
11. the **purported Last Will and Testament** (the Impugned Will) — the instrument under which substantially all of the Ceylan estate flowed to Ivana Hrvatin.

The two documents are mutually inconsistent in operative effect, and Defendant Seguin had direct and personal knowledge of that inconsistency as their common witness and as Raffi Ceylan's solicitor. In the events that followed Raffi Ceylan's death, Defendant Seguin's conduct — including the concealment-path pleading at F.5.2 (Separation Agreement concealed for approximately 18 months), his recorded statements pleaded at F.3 and at section D.1.3 which are inconsistent with the Sun Life processed reality, and his solicitor-to-solicitor correspondence with Defendant David Sundin on the subject-matter — are pleaded as facts consistent with his having acted to the benefit of Ivana Hrvatin and to the detriment of Raffi Ceylan's estate, notwithstanding the solicitor-client duty owed to Raffi Ceylan.

1. **The Sun Life "Transfer of Ownership" — forged signature of Crystal Rivard, Officer of Northern Exposure; Bill Benson receipt and redaction.** It is within my personal knowledge, on information conveyed directly to me by Lucy Ceylan, **on information conveyed directly to me by Crystal Rivard herself in a conversation in which she confirmed to me that her signature on the Sun Life Transfer of Ownership was forged and gave me her own account of the events surrounding that forgery**, and corroborated by documentary records in the Plaintiffs' possession (including those particularised in Exhibit 22), that:
2. On or about **12 September 2016** — seven days before the Sun Life processed the Hrvatin Transfer at F.1 — a **Sun Life Transfer of Ownership** document was executed purporting to transfer the subject Sun Life policy on Raffi Ceylan's life from **Northern Exposure** (Raffi Ceylan's corporation) to Ivana Hrvatin.
3. The Transfer of Ownership document purports to carry the signature of **CRYSTAL STAPLES** — the **Officer and financial signing authority of Northern Exposure** and the only other person besides Raffi Ceylan authorised to sign for the corporation at the material time.
4. Crystal Rivard has personally confirmed to me, and Lucy Ceylan is informed and I verily believe, that the signature appearing on the Transfer of Ownership as that of Crystal Rivard was **not given with her consent or knowledge**. She did not sign the transfer authorisation. Her signature on that document is a forgery. Crystal Rivard would if called upon so testify.
5. The Transfer of Ownership was **received and accepted by Defendant Bill Benson**, acting as the Sun Life Assurance Company of Canada agent on the Ceylan matter. Defendant Benson thereafter caused critical

information to be **redacted** from the Transfer of Ownership document before any copy was released, in a manner pleaded as consciousness of guilt and as an act of concealment of the forgery on Crystal Rivard' signature.

6. The Sun Life Transfer of Ownership is accordingly itself a **false document** within the meaning of Criminal Code s. 366, independent of the Impugned Will forgery at section B. It is the mechanical instrument by which the CAD \$607,228.70 Hrvatin Transfer at F.1 was actually effected, and is pleaded cumulatively with and in the alternative to the Will forgery as a second and independent ground for the relief sought herein.

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## **G. THE EMPIRE LIFE POLICY – POTENTIALLY CAD \$10M+ ON THE CORPORATION**

1. To my personal knowledge, a second life-insurance policy was held by **Empire Life Financial Corporation** 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.
2. The estimated magnitude of the Empire Life policy is, on information and belief, **CAD \$10,000,000 or more**. The policy has not been disclosed in any estate accounting, coroner's file, or police disclosure known to me.
3. Lucy Ceylan was contemporaneously aware of the existence of the Empire Life policy but did not fully grasp its significance at the material time, the family's attention being principally directed to the Sun Life record pleaded at Section F. I have since brought the significance of the Empire Life policy back to her attention. I verily believe the claim has been initiated and proceeds released; particulars to be compelled under the Norwich Pharmacal Order.

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## **H. DAN POTVIN – 70-MINUTE RECORDED CALL**

1. In January 2026 a recorded telephone conference of approximately 70 minutes was conducted with Defendant **Dan Potvin**, Superintendent, Windsor Police Service. The recording is in the Plaintiffs' possession and will be tendered at the Mareva hearing.

2. At time-mark ~**2:04:00**, Potvin stated: "That forged document that you guys are alleging — leave that one with me," — acknowledging the criminal character of the forgery.
  3. At time-mark ~**2:26:00**, Potvin stated: "Three separate investigators looked at this... everyone is saying this is a civil situation," — acknowledging that three WPS investigators examined the forgery allegation and each declined to proceed.
  4. Potvin's undertaking on the recording to retrieve the Sun Life Transfer of Ownership document in **unredacted** form has not been performed. The Plaintiffs plead: **had Superintendent Potvin performed the undertaking he gave on tape, the unredacted Sun Life record would itself have closed the fraud loop in 2026.** He did not.
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## **I. DEPUTY CHIEF KAREL DeGRAAF — WPS LEADERSHIP KNOT**

1. Defendant **Karel DeGraaf**, Deputy Chief of the Windsor Police Service, is the superior officer for the three WPS investigators at H.3 above and for Superintendent Potvin at section H.
  2. The three-investigator non-pursuit at H.3 occurred under his supervisory authority; no disclosure of conflict and no recusal is known to the Plaintiffs.
  3. He is pleaded on: (i) misfeasance in public office by supervisory failure; (ii) conspiracy by silence; (iii) adoption of the three-investigator non-pursuit outcome with knowledge of the forgery allegation; and (iv) contribution to the continuing concealment of the Hrvatin Transfer and the Empire Life policy — each pleaded cumulatively and in the alternative.
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## **J. DREW DILKENS — DILKENS / SUN LIFE / WPS CONGLOMERATE MOTIVE**

1. Defendant **Drew 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**, Defendant Dilkens was a lawyer practising at **McTague LLP**, a Windsor law firm, where his colleagues at the material time included Defendant **David Sundin** — the same solicitor who has acted as litigation counsel for Lucy Ceylan and Betty Ceylan on the estate matter pleaded herein. On information and belief, certain documents in the Plaintiffs' possession raise

a question whether Defendant Dilkens's initial entry to the mayoralty was by way of election rather than selection; particulars reserved.

2. On information and belief, there is a publicly-documented institutional relationship — article, endorsement, or partnership — **between the Windsor Police Service (and/or its Board) and Sun Life Assurance Company of Canada**. Particulars to be compelled under Norwich Pharmacal.
3. That relationship supplies the otherwise-missing **motive element** for the decade-long WPS failure to investigate the Hrvatin Transfer: the police service is in an institutional relationship with the insurer whose conduct is the subject of the complaint.
4. 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" concerning Armin Ceylan. That statement is demonstrably false and evidences consciousness of guilt, particularised in DILKENS\_CONSCIOUSNESS\_OF\_GUILT\_DOSSIER.md.
5. He is pleaded on misfeasance in public office, civil conspiracy, and the Windsor Police Services Board's vicarious liability for the supervisory failures at sections I and K.

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## **K. THE SHIBLEY RIGHTON CONCEALMENT QUARTET — HOWARD / SEGUIN / MacKINNON / NOLAN**

1. The Plaintiffs plead that, across the decade following Raffi Ceylan's death in July 2016, four persons each connected to **Shibley Righton LLP** participated in the continuing concealment of the 2011 Separation Agreement — first from the Ceylan family, and subsequently from the Ontario courts on the probate side. Those four persons are:
2. **Defendant Bart Seguin** — Raffi Ceylan's solicitor of record, partner and/or counsel at Shibley Righton LLP, witness to both the 2011 Separation Agreement and the Impugned Will, and the instrument of the eighteen-month concealment pleaded at F.5 and of the conflict of interest pleaded at F.7.
3. **Defendant The Honourable Justice John Paul Howard** — on information and belief, **not the founder of Shibley Righton LLP** (which was founded in Toronto), but, together with his wife Defendant Sheila MacKinnon, a **key establishing role-player in, and the managing**

**partner of, the Shibley Righton LLP Windsor office** continuously until in or about 2015, when Defendant Howard was appointed to the Ontario Superior Court of Justice. Defendant Howard thereafter presided over the Ontario estate proceedings involving Raffi Ceylan's estate (CV-17-25300) **without disclosure of that firm-establishment connection and without recusal.**

4. **Defendant Sheila MacKinnon** — on information and belief, the **wife of Defendant Justice John Paul Howard**, a partner of Shibley Righton LLP and — upon Defendant 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, Defendant 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). Defendant MacKinnon is pleaded on her participation in the continuing institutional concealment of the 2011 Separation Agreement from the Ceylan family and from the courts, and on her position within the gate-keeping structure pleaded at section N below.
5. **Defendant Mary Jo Nolan** — the mediator in the estate matter on Betty Ceylan's behalf against Defendant Ivana Hrvatin; wife of **Brian Nolan**, a senior partner at Shibley Righton LLP. Within the **first five to ten minutes** of that mediation Defendant Nolan **ejected from the room Lucy Ceylan and her husband Joel (surname reserved)** — who 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 Defendant Nolan and counsel David Sundin. On Betty Ceylan's account, her own counsel spoke sparingly on her behalf during the session; Betty Ceylan, intimidated and isolated by the ejection of her daughter and son-in-law, signed a settlement agreement with Defendant Hrvatin that same day.
6. **The four-point Shibley Righton nexus is the structural centre of the concealment:** the **Windsor-office establishing role-player and former managing partner (Howard)** sat as the presiding judge on the estate matter; a **partner (Seguin)** was the solicitor actor for Ivana Hrvatin; the **Windsor-office managing partner from 2015 forward and Law Society senior officer (MacKinnon)** occupied the firm-level and regulatory gate-keeping roles; and **another partner's spouse (Nolan)**

occupied the mediator's role on Betty Ceylan's matter. That concentration is not coincidence.

7. **The civil proceeding on Betty Ceylan's behalf against Defendant Ivana Hrvatin produced no examinations for discovery, no sworn testimony, and no transcripts.** On Lucy Ceylan's account — confirmed to the deponent — at no stage of the civil proceeding instigated on Betty Ceylan's behalf against Defendant Hrvatin were examinations for discovery held, no witness was sworn, and no transcript of sworn testimony 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 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 within that proceeding.
8. The Plaintiffs plead that the removal of the 2011 Separation Agreement from the probate record — without Raffi Ceylan's consent and subsequently to his death — and its continuing concealment by persons in the quartet above is conduct capable, on the facts pleaded, of engaging Criminal Code liabilities (including, without limitation, offences touching fraud, breach of trust, and false documents), each of which is pleaded more fully in the companion Notice of Civil Claim.
9. Judicial immunity is pleaded against in Part 3 of the companion NOCC. This affidavit pleads factually that actual, knowing participation in a continuing breach of trust under Criminal Code s. 122 defeats common-law judicial immunity on established Canadian authority.

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## **L. PAULA SEGUIN — THIRTY-YEAR BRIDGE AND SOURCE OF MOTIVE LINK**

1. Defendant **Paula Seguin** is the wife of Defendant Bart Seguin.
2. On information and belief drawn from my personal knowledge of the Windsor community over three decades, Defendant Paula Seguin has been a close personal friend of Defendant Ivana Hrvatin continuously for approximately **thirty (30) years**.

3. That personal relationship supplies the bridge linking the Seguin household to Ivana Hrvatin and explains the Seguins' continuing adherence, over the ten-year post-death record, to Hrvatin's position against the Ceylan family — notwithstanding the face-of-document forgery at section B, the four-draft Separation Agreement record at section C, the documented debt to Betty Ceylan at D.1.1, and the documented Seguin/Sundin/Sun Life discrepancies at section F.
4. The urgent Mareva is directed against Defendant Paula Seguin's assets on that footing, including any assets held jointly, beneficially, or by nominees with her husband Bart Seguin or with Ivana Hrvatin.

(Particulars of Paula Seguin's presence at any specific signing event are reserved; the deponent pleads from first-hand knowledge of the thirty-year friendship only, and any further particulars will follow from Norwich Pharmacal disclosure.)

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## **L2. DARYL LAUZON — ADDITIONAL FREEZE TARGET**

1. Defendant **Daryl Lauzon** is named as a further asset-freeze Respondent on this proceeding. His conduct is particularised in the companion Addendum 01C\_DARRYL\_LAUZON\_ADDENDUM.pdf, incorporated herein by reference. The Plaintiffs plead that Defendant Lauzon is a further node in the Windsor Cartel Joint Enterprise pleaded at Section O of the companion Notice of Civil Claim, and that the urgent Mareva Injunction sought at Q.4.1 is directed at Lauzon's assets on the same footing as against the other named Respondents, including any assets held jointly, beneficially, or by nominees with any co-Respondent or with Defendant Ivana Hrvatin.

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## **M. RECORDED AND DOCUMENTARY ADMISSIONS — THE HARDENED RECORD**

1. The Plaintiffs' evidentiary record includes **300+ discrete audio recordings** in Lucy Ceylan's custody, plus emails, transcripts, and documentary materials. The most probative subset will be tendered at the Mareva hearing, including:
2. **Bart Seguin — 16 November 2016 audio** (Exhibit 19; per Section F).
3. **Dan Potvin — January 2026 70-minute call** (per Section H).

4. **Lucy Ceylan and Francesco Longo — 31 January 2026 audio** (Exhibit 24 with cover memo), a direct conversation between the custodian of the 300-recording corpus and the deponent discussing the events pleaded in this affidavit.
5. The Plaintiffs reserve the right under Rule 26 to amend this affidavit and pleading to identify and exhibit any further recorded or documentary admission relevant to the heads of relief.

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## **N. INSTITUTIONAL DENIAL AT EVERY CHANNEL — LAW SOCIETY OF ONTARIO AS HEAD OF THE GATE-KEEPING FAILURE**

1. Lucy Ceylan and the Ceylan family have been denied meaningful access to the Windsor Police Services Board and the Office of the Chief Coroner of Ontario continuously from July 2016 to the present.
2. The **Law Society of Ontario** is pleaded as Defendant in its institutional capacity as head of the gate-keeping failure. Across ~10 years it has been on notice of solicitor-conduct allegations arising from this matter — including licensees associated with Shibley Righton LLP — and has failed to discipline, suspend, disbar, or publicly identify the licensees. Defendant **Sheila MacKinnon**, pleaded at Section K.1.3, is pleaded within the Law Society side of that failure (particulars to be compelled under Norwich Pharmacal).
3. In the course of a Law Society of Ontario commission-review interaction attended by Lucy Ceylan and her husband her husband **Joel** (surname reserved), **Marilyn Marshall**, Commissioner of the Law Society of Ontario at the material time, requested that the recording device being used during the discussion be turned off, while her own lawyer was present on the call. That conduct is pleaded as consciousness of guilt on the regulator itself.
4. The TRIFECTA\_MASTER\_INDEX (Exhibit 25) contains the statistical record: ~40% Law Society "No Action" rate on formal complaints; 50-68% hidden informal resolutions; correlation  $r \approx 0.95$  between Legal Aid Ontario denials and Law Society complaints across 2008-2025 at  $p < 0.01$ .
5. Betty Ceylan was compelled to expend approximately **CAD \$30,000** out of her own pocket investigating her own son's death that ought to have been conducted by the State — pleaded as an aggravating head of damages.

6. Had the Law Society acted on even one or two of the complaints properly put before it in the Windsor jurisdiction in the 2016–2026 window, the disciplinary corrective mechanism would have operated to restrain the conduct pleaded herein and the Plaintiffs' losses would, in substantial part, not have been incurred.

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## **O. THE UNIFYING THEME — HAD EACH DEFENDANT PERFORMED THE DUTY OWED, THIS PROCEEDING WOULD NOT EXIST**

1. The Plaintiffs plead, as the thread tying every section above, that **each Defendant individually had one or more discrete moments at which, had the Defendant performed the duty owed to the decedent, the estate, or the public, the fraud pleaded at sections B-G would have been detected and arrested at or near the time of Raffi Ceylan's death in July 2016.**
2. Non-exhaustive particulars of those moments:
3. **Dr. Martin Queen** (forensic pathologist, OCFS) — had the cerebrospinal-fluid examination pleaded at E.4 been performed in July 2016, the cause-of-death question would have been resolved.
4. **Bart Seguin** (Shibley Righton; Raffi Ceylan's solicitor for 10+ years) — had the executed Separation Agreement not been concealed for approximately 18 months (F.5.2), had the Impugned Will been furnished to the Ceylan family in its signed form at the reading of the Will rather than in the unsigned form pleaded at F.5.1, and had Defendant Seguin honoured the solicitor-client duty owed to Raffi Ceylan rather than the conflict pleaded at F.7, the inconsistency between the 2011 Separation Agreement and the Impugned Will, and the true nature of the Hrvatin Transfer, would have been visible to the Ceylan family and the courts in 2016, not years later.
5. **Sun Life and its agent Defendant Bill Benson** — had the insurer, and specifically Defendant Benson, verified the authenticity of Crystal Rivard' purported signature on the 12 September 2016 Transfer of Ownership (F.8), and observed the 2011 Separation Agreement record, before processing the CAD \$607,228.70 Hrvatin Transfer on 19 September 2016, the Transfer would not have issued. Had Defendant Benson not subsequently redacted critical information from the Transfer of Ownership,

the forgery on Crystal Rivard' signature would have been apparent on the face of the document in 2016.

6. **Dan Potvin** — had he performed the undertaking he gave on tape in January 2026 to retrieve the unredacted Sun Life Transfer of Ownership document (H.4), the 2026 record would itself have closed the fraud loop.
7. **Karel DeGraaf** — had he supervised the three WPS investigators to the standard owed, the non-pursuit outcome at H.3 would not have been adopted.
8. **Justice John Paul Howard** — had he disclosed his Shibley Righton founding connection and recused, the Ontario estate proceedings (CV-17-25300) would have run on a clean judicial record.
9. **Mary Jo Nolan** — had she disclosed her husband's Shibley Righton partnership and declined the mediator role, the ejection of Lucy Ceylan and her husband Joel (surname reserved) from the mediation within minutes, and the isolation of Betty Ceylan which produced the same-day settlement pleaded at K.1.4, would not have occurred.
10. **Sheila MacKinnon** — had she, in her pleaded senior capacity within Shibley Righton LLP and/or the Law Society of Ontario, disclosed the firm-level conflict and acted on the 2011 Separation Agreement concealment when it was placed before the regulator, the institutional concealment pleaded at section K would not have continued across the decade.
11. **The Law Society of Ontario** — had it disciplined a single licensee in the Windsor jurisdiction on the complaints placed before it in 2016–2026 (N.6), the disciplinary corrective mechanism would have operated in time.
12. None of those discrete duty moments was performed. The fraud pleaded at sections B–G is the direct and foreseeable product of those cumulative non-performances. The Ceylan Estate and the Ceylan family bear the losses the Plaintiffs now sue to recover.

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## **O1. JOEL (SURNAME RESERVED — HUSBAND OF LUCY CEYLAN) — HIS INDEPENDENT CLAIM**

1. I incorporate by reference paragraph A.6 above identifying Joel, the husband of Lucy Ceylan, presently pleaded with his surname withheld on privacy grounds at Joel's own election.

2. **Joel's contribution to the Plaintiffs' access to justice.** From my personal knowledge of the matters pleaded herein, Joel has over a sustained period made the following direct contributions to the present proceedings and their antecedents, each of which is pleaded as supporting both his own damages claim and the Plaintiffs' access-to-justice footing:
  3. He travelled from the State of Florida to the City of Windsor on multiple occasions, at his own expense, for the sole purpose of assisting his wife Lucy Ceylan and the Ceylan family in the estate-fraud and concealment matters pleaded herein;
  4. He contributed his own personal funds to the Plaintiffs' preparation of this matter and the antecedent civil and regulatory processes — on the expectation, at the time of those contributions, that the Canadian judicial system would adjudicate the matter on the merits and render relief to the Ceylan family;
  5. He was present in support of Lucy Ceylan and Betty Ceylan at the Mary Jo Nolan mediation in the Ontario estate matter (Section K.1.4), and was ejected from that mediation along with Lucy Ceylan within the first five to ten minutes of the session — without disclosure of the Shibley Righton LLP household conflict;
  6. He was present with Lucy Ceylan during the Law Society of Ontario commission-review interaction with Commissioner Marilyn Marshall pleaded at Section N.3.
7. **Joel's sustained-exposure trauma and consequential damage.** On my personal knowledge of Joel and my direct observation of his circumstances over the material period:
  8. Joel has been continuously exposed, as the spouse of the principal fact-witness Lucy Ceylan and as co-resident of the Ceylan household during material periods, to the same documentary, recorded, and testamentary record pleaded herein — a record which is, on its face, traumatic for any family member of the decedent;
  9. That exposure has not been a single event but a continuing one measured in years, repeated in daily family life;
  10. The cumulative effect on Joel — on my personal knowledge — has been a measurable loss of quality of life and a pleaded cause of action in (i) intentional infliction of mental suffering on the footing of continuing

conduct by the Defendants; (ii) loss of consortium arising from the Defendants' conduct toward Lucy Ceylan; (iii) unjust enrichment recoverable to the extent of his out-of-pocket financial contribution; and (iv) aggravated damages for the sustained-exposure trauma;

11. I further depose that Joel initially believed, as did the Plaintiffs, that the Canadian judicial and regulatory system would rule on the facts pleaded herein within a reasonable time. The ten-year record at Sections F-N, and Joel's own observation of that record, has led him to the present view that, on the pre-2025 pre-AI investigative and drafting baseline, relief was not practically achievable by a self-represented family. I note and rely on that observation for the proposition that the Plaintiffs' ability to bring this precise pleading now, and to have marshalled the recordings, transcripts, canary-tracked notice, and documentary record within the timeframe of this filing, is itself a function of the contemporary technology resources (including AI-assisted research and drafting) now available to the Plaintiffs and which were not available to prior claimants in this matter.
12. **Relief on Joel's behalf.** The Plaintiffs plead, and I swear in support of, the following relief on Joel's behalf, which is pleaded cumulatively with and not in substitution for the relief sought by the Ceylan co-Plaintiffs:
13. Damages on each of the heads at paragraph 3.3 above, quantum to be particularised at trial on the evidence led then;
14. Restitution of his out-of-pocket financial contributions to the present proceedings and their antecedents;
15. Inclusion of his claim within the Mareva freeze sum and the Norwich Pharmacal disclosure order sought in the companion applications;
16. 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;
17. Such further and other relief as this Honourable Court deems just, including interim relief by analogy to the interim disbursement sought at paragraph P.7 below.
18. I record the deponent's personal respect for Joel's endurance, his material-time contribution to the Plaintiffs' pursuit of relief, and his continuing support of Lucy Ceylan throughout the entire period pleaded herein.

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**P. URGENCY — WHY MAREVA IS NEEDED NOW**

1. The CAD \$607,228.70 Hrvatin Transfer was completed in September 2016. The Empire Life proceeds have, on information and belief, already been claimed and released. Each day that passes is a day of potential dissipation, transfer, encumbrance, or concealment.
2. The ten-year WPS non-pursuit shield is now lifted by the Plaintiffs' filing. Risk of imminent asset dissipation is real, material, and immediate.
3. **The plan. The money. The friendship between the Defendants. The forged Will. The forged Sun Life Transfer of Ownership.** Those five features, in combination, are sufficient — on the face of the record already before the Court and without any further disclosure — to issue the urgent Mareva. The forgery is visible; the four-draft Separation Agreement record makes the Will's distribution absurd; the institutional bias is on the record; the thirty-year personal links are pleaded; the Shibley Righton concealment quartet is identified.
4. The deponent accordingly swears on an expedited viva voce footing and asks that the companion Mareva motion be heard within **24-48 hours** of filing, per the Urgent Expedited Hearing Request (Filing #23A).
5. **Deliberate notice — the Respondents have already had sufficient notice.** The facts pleaded in this affidavit and in the companion Notice of Civil Claim have been continuously and publicly available on the Longo Archive website (longocase.ca) operated by me since 2024. On 28 April 2026, as part of the Round 1 Canadian filings, the Ceylan material was further transmitted — under twenty-nine (29) discrete canary-token webhook identifiers logged at canary\_log.csv — to the court registries of every Canadian superior court including this Honourable Court (SCR.Vancouver@gov.bc.ca), the Federal Court of Canada, the Attorney General of Ontario (Crown Law Office Civil), the Windsor Courthouse, and twelve further provincial superior-court registries. On information and belief, the Respondents and the parallel institutional actors have had actual (not merely constructive) notice of the material facts since no later than 28 April 2026 and informal notice for a period measured in months and years prior. **Any further time extended to the Respondents to respond to this Mareva is time already consumed by their own failure to act on the notice already given.** The companion Mareva Application seeks the

tightened 24-hour asset-disclosure window and 7-day return date on that footing.

6. **Pre-litigation dissipation — 2024 lookback.** I depose on information and belief, pending Norwich Pharmacal disclosure, that any transfer, encumbrance, sale, settlement, gift, trust-settlement, corporate-restructuring, or beneficiary-designation change effected by any Defendant (or any person on a Defendant's behalf) during the period commencing 1 January 2024 and continuing to the date of filing of this affidavit — being the window within which the Longo Archive public disclosures and antecedent correspondence placed each Defendant on notice of the material facts — is a pre-litigation dissipation-in-anticipation of the relief the Plaintiffs now seek, and ought to be the subject of tracing, clawback, constructive-trust reinstatement, and disgorgement by further Order of the Court.

7. **Immediate interim disbursement sought.** I further depose that the Plaintiffs seek, as a component of the urgent Mareva relief, an immediate disbursement of no less than CAD \$600,000 from the frozen assets to co-Plaintiffs **Betty Ceylan, Lucy Ceylan, and Armin Ceylan** on the footing that the funds represented by the 19 September 2016 Hrvatin Transfer were, by force of the 2011 Separation Agreement, never the property of Defendant Ivana Hrvatin or of any person holding through her. The disbursement is pleaded as partial interim recovery only, without prejudice to the balance of the Plaintiffs' claim. The balance of convenience favours the Ceylan co-Plaintiffs: Betty Ceylan has exhausted approximately CAD \$30,000 of her own out-of-pocket resources investigating her son's death; every further business day of deprivation is a continuing loss pleaded in the companion Notice of Civil Claim.

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## **Q. VERIFICATION AND RELIEF SOUGHT**

1. I am filing as **representative** for the Ceylan family pursuant to Filing #13 and the co-Plaintiffs' written authorisation. I am not a beneficiary and claim no personal share.
2. All monetary figures are Canadian dollars. The family surname is **C-E-Y-L-A-N**. The Defendant surnames are **SEGUIN** (both Bart and Paula). Defendant **Karel DeGraaf** is Deputy Chief, Windsor Police Service. Defendant **Sheila MacKinnon** is pleaded at sections K.1.3, N.2, and O.2.8, and is the wife of Defendant Justice John Paul Howard. Defendant **Bill**

**Benson** is the Sun Life Assurance Company of Canada agent pleaded at sections F.1, F.8, and O.2.3. **Crystal Rivard** (non-party) — previously referenced as "Crystal Rivard" in earlier working drafts pending name verification; her correct legal name is **Crystal Rivard**, an employee of Raffi Ceylan at Northern Exposure — is the Officer of Northern Exposure (Raffi Ceylan's corporation) whose signature was forged on the 12 September 2016 Sun Life Transfer of Ownership and who has personally confirmed the forgery to the deponent. **Ashton Ceylan** (non-party; minor son of Raffi Ceylan) is pleaded at B.7 as sole beneficiary under the Order of Justice T.J. Carey dated 13 March 2018. **Joel** (surname withheld on privacy grounds — husband of Lucy Ceylan) (non-party) is the husband of Lucy Ceylan and was present with her at the Shibley Righton mediation (K.1.4) and at the Law Society of Ontario commission review (N.3). **Julie Triferis** (non-party) was Raffi Ceylan's domestic partner at the time of his death and is pleaded at F.6 in the context of the post-death forced departure from the residence and the taking of the laptop. **Marilyn Marshall** (non-party) was Commissioner of the Law Society of Ontario at the material time of the commission review pleaded at N.3. My D.O.B. is 24 April 1972, Chatham, Ontario.

3. I confirm the Defendants list as constituted in the Between: block. **Frank Miller, Jason Crowley, Eddie Francis, and Jason Bellaire are not Defendants herein.** The separate tort proceeding of the deponent is reserved. **David ("Dave") Simetic is not a Defendant and not a Plaintiff herein.** References in the recorded corpus to "Frank" in the context of conversations with Lucy Ceylan are references to **me, Francesco Giovanni Longo** — not to Frank Miller or to any other person named Frank.

**The Defendants list constituted in the Between: block is not intended to be exhaustive.** The Plaintiffs expressly reserve the right to amend this affidavit and the companion pleading to name as additional Defendants any further perpetrators, aiders, abettors, or conspirators whose identities and specific acts are established by: (i) the Norwich Pharmacal disclosure sought herein, (ii) 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 (iii) further review of the 300+ recording corpus in Lucy Ceylan's custody and the documentary / email record in the Ceylan family's possession. Nothing in this Affidavit, and nothing in the companion pleading, is to be construed as a waiver

of, or election against, any cause of action against any person presently unnamed whose participation in the conduct pleaded herein emerges on the proper record.

1. I swear this affidavit in support of the following relief sought in companion motions:
2. An **urgent Mareva Injunction** freezing the assets of all named Defendants worldwide — including Ivana Hrvatin, Bart Seguin, Paula Seguin, Bill Benson, Sheila MacKinnon, Karel DeGraaf, and Daryl Lauzon — to a cap of **CAD \$510,000,000**, subject to adjustment on Empire Life and Ashton-trust particulars.
3. A **Norwich Pharmacal Order** compelling production from the 22 Information Custodians identified in the companion Application — with 7-day windows for Sun Life (including the unredacted Transfer of Ownership dated 12 September 2016 and the complete Bill Benson handling file), Empire Life, and OCFS; dedicated compulsion for WPS (DeGraaf chain-of-command records), the Surrogate/Estate registry (Impugned Will and the Sun Life Transfer of Ownership bearing Crystal Rivard' purported signature), the Ontario Superior Court of Justice (the Ashton Beneficiary Order of Justice T.J. Carey dated 13 March 2018 and all ancillary trust-settlement and accounting records), the Office of the Chief Coroner (CSF file), Shibley Righton LLP (internal file, including MacKinnon-related records), and the Law Society of Ontario (complaint/investigation/disciplinary file, including any file referencing Defendant MacKinnon).
4. A **Mandatory Judicial Review** of the autopsy process (CSF failure) and of the three-investigator WPS non-pursuit.
5. An **Exhumation Order** with independent toxicology, including **cerebrospinal-fluid sampling**.
6. **Referral** of the criminal conduct to the RCMP, the Ontario Provincial Police, and the Special Investigations Unit of Ontario.

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## **R. SCRIVENER'S RESERVATION — ERRORS ARE DOWNSTREAM OF THE DEFENDANTS' FRAUD, VOID AB INITIO**

1. The decade-long concealment pleaded above has operated continuously to deprive the deponent, the co-Plaintiffs, and the Ceylan family of the primary documentary record that would permit full verification of every

particular. Many of the facts deposed herein are the deponent's best reconstruction from the secondary record available to the Plaintiffs in the absence of the disclosure now sought under the companion Norwich Pharmacal Order.

2. The Plaintiffs plead that any inadvertent factual inaccuracy, misspelling, date approximation, or scrivener's error in this affidavit is itself a **direct consequence of the Defendants' continuing concealment and obstruction** and would not have arisen but for the Defendants' underlying fraud pleaded at sections B and F. It is accordingly pleaded that any such inadvertency is itself **void ab initio** as a downstream product of the original unlawful conduct.
3. The deponent **reserves the right to correct any such inadvertency** by supplementary affidavit as disclosure is compelled, without prejudice to the substance of the facts pleaded. The substantive pleadings herein are not vitiated by any such inadvertent error; the deponent swears in good faith on the best record available, and the Court is invited to receive any subsequent correction as part of the continuous record of this proceeding.

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**AND I make this solemn declaration conscientiously believing it to be true, and knowing that it is of the same force and effect as if made under oath, and by virtue of the Canada Evidence Act.**

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SWORN / AFFIRMED before me at the City of Windsor, in the Province of Ontario, on this \_\_\_\_ day of April, 2026

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A Commissioner for Taking Affidavits in and for the Province of Ontario (or equivalent authority under the Ontario Electronic Commerce Act, 2000, S.O. 2000, c. 17, for electronic execution). Admissible in the Supreme Court of British Columbia pursuant to Evidence Act, R.S.B.C. 1996, c. 124, s. 55.

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**FRANCESCO GIOVANNI LONGO** · Deponent · Representative for the Ceylan family 24 April 1972 (D.O.B., Chatham, Ontario) · City of Windsor, Ontario · Self-represented

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## **APPENDIX A — PATTERN-EVIDENCE CONTEXT (BULLETED)**

(Context only; not a standalone ground of the Ceylan pleading.)

- A second Windsor beneficiary, **David ("Dave") Simetic**, was the target of a parallel inheritance-theft scheme (Mr. Simetic files his own affidavit in his own capacity in the broader Trifecta filing).
- The features common to the Ceylan and Simetic matters are: (i) lawful beneficiary entitlement; (ii) participation by private solicitors with conflicts; (iii) facilitation/acquiescence by Windsor Police Service personnel; (iv) facilitation/acquiescence by Ontario Superior Court judicial officers; (v) gate-keeping failure by the Law Society of Ontario; (vi) diversion of proceeds away from the lawful beneficiary.
- Those common features are tendered as pattern-evidence under *R. v. Handy*, 2002 SCC 56, and *R. v. Shearing*, 2002 SCC 58, adapted to the civil standard, and support an inference of common design. Nothing in this Appendix enlarges the Defendants list above.

## E-Signature Certificate

Document ID: 69f26fff1eb1e8899a79c688

Status: ● Completed

Document: 05A\_AFFIDAVIT\_FRANCESCO\_LONGO\_PASS15\_BCSC\_SIGNING\_READY

Signer: Francesco Longo (flongo11@gmail.com)

Number of Pages: 27

Completion Date: April 29, 2026, 20:56 UTC

Signer	Timestamps	Signature
<p><b>Francesco</b> 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"><li>● Viewed April 29, 2026, 20:56 UTC</li><li>● Signed April 29, 2026, 20:56 UTC</li></ul>	