Court File No.

ONTARIO
SUPERIOR COURT OF JUSTICE

B E T W E E N:

EQUIBIT GROUP LTD. and CHRIS HORLACHER

Plaintiffs

and

MARC GODARD

Defendant

STATEMENT OF CLAIM

TO THE DEFENDANT

A LEGAL PROCEEDING HAS BEEN COMMENCED AGAINST YOU by the Plaintiff. The claim made against you is set out in the following pages.

IF YOU WISH TO DEFEND THIS PROCEEDING, you or an Ontario lawyer acting for you must prepare a statement of defence in Form 18A prescribed by the Rules of Civil Procedure, serve it on the Plaintiff's lawyer or, where the Plaintiff does not have a lawyer, serve it on the Plaintiff, and file it, with proof of service in this court office, WITHIN TWENTY DAYS after this statement of claim is served on you, if you are served in Ontario.

If you are served in another province or territory of Canada or in the United States of America, the period for serving and filing your statement of defence is forty days. If you are served outside Canada and the United States of America, the period is sixty days.

Instead of serving and filing a statement of defence, you may serve and file a notice of intent to defend in Form 18B prescribed by the Rules of Civil Procedure. This will entitle you to ten more days within which to serve and file your statement of defence.

IF YOU FAIL TO DEFEND THIS PROCEEDING, JUDGMENT MAY BE GIVEN AGAINST YOU IN YOUR ABSENCE AND WITHOUT FURTHER NOTICE TO YOU. IF YOU WISH TO DEFEND THIS PROCEEDING BUT ARE UNABLE TO PAY LEGAL FEES, LEGAL AID MAY BE AVAILABLE TO YOU BY CONTACTING A LOCAL LEGAL AID OFFICE.

TAKE NOTICE: THIS ACTION WILL AUTOMATICALLY BE DISMISSED if it has not been set down for trial or terminated by any means within five years after the action was commenced unless otherwise ordered by the court.

Date: ____________________________ Issued by ____________________________________
Local registrar
Address of court office

TO: **MARC GODARD**
Defendant

(In an action under the simplified procedure provided in Rule 76, add:)

THIS ACTION IS BROUGHT AGAINST YOU UNDER THE SIMPLIFIED PROCEDURE PROVIDED IN RULE 76 OF THE RULES OF CIVIL PROCEDURE.

CLAIM

1. The Plaintiff, Equibit Group Ltd. ("**Equibit**"), claims:

   (a) compensatory damages in the amount of $5,000,000.00;

   (b) a declaration that:

      (i) the Defendant is not, and at no material time was, a shareholder of Equibit;

      (ii) none of the persons who purported to attend or to vote at the July 2025 Meeting or the August 2025 Meeting (as those terms are defined below) were, at the material time, shareholders of Equibit;

      (iii) neither the July 2025 Meeting nor the August 2025 Meeting was validly called, no quorum was present at either, and no Ordinary Vote was obtained at either, and accordingly any resolution purportedly passed at either of them is void and of no force or effect;

      (iv) the resolutions purportedly passed at the October 2025 Meeting on October 13, 2025 are void and of no force or effect;

      (v) the shares formerly held by 2394790 Ontario Inc. and by Brent Kievit-Kylar were validly repurchased by Equibit pursuant to Article 6 of the Shareholders' Agreement at their fair market value of nil;

      (vi) the Defendant has no authority to instruct counsel for, to give directions on behalf of, or otherwise to bind Equibit; and

(vii) the Plaintiff Chris Horlacher ("**Horlacher**") is, and at all material times was, the directing mind of Equibit, majority shareholder, and the person authorized to instruct counsel on its behalf;

(viii) each of the matters set out in the September 2025 Notice, as defined below, is a management decision reserved to the board of directors of Equibit by section 4.09 of the pertinent Shareholders' Agreement (as is defined below) and is not a matter listed in Schedule "B" thereto, and accordingly could not lawfully have been determined by the shareholders of Equibit; and

(ix) the Defendant was not entitled to requisition or to call a meeting of the shareholders of Equibit under section 143 of the CBCA or otherwise;

(c) a permanent injunction, including pursuant to Article 11 of the Shareholders' Agreement, restraining the Defendant, whether by himself, his servants, agents, or any person acting on his behalf or under his direction, from:

(i) holding out that he has authority to act for or on behalf of Equibit;

(ii) purporting to requisition or to convene any meeting of the shareholders or directors of Equibit, whether in his own name or in the name of 2394790 Ontario Inc.;

(iii) purporting to act as the authorized representative of Equibit in any legal communication;

(iv) communicating with counsel of record for Equibit in any proceeding for the purpose of directing, discontinuing, restricting, or otherwise interfering with that proceeding;

(v) divulging or using any Proprietary Information of Equibit, as that term is defined in the Shareholders' Agreement; and

(vi) using the name "Equibit" or any confusingly similar name or mark;

(d) an interim, interlocutory, and permanent injunction in the nature of a Mareva injunction restraining the Defendant, his servants, agents, and assigns, and any person having notice of the order, from dissipating, transferring, encumbering, assigning, converting, or otherwise dealing with his assets, wherever situated, on such terms as this Honourable Court considers just, including as to ordinary living and legal expenses;

(e) an accounting of all revenues, profits, and benefits received by the Defendant arising from the conduct pleaded herein, and payment over of the same;

(f) a declaration that the Defendant holds any such revenues, profits, benefits, and any assets or property traceable thereto as constructive trustee for Equibit, and an order vesting the same in Equibit;

(g) punitive, aggravated, or exemplary damages in the amount of $500,000.00;

(h) prejudgment and postjudgment interest in accordance with sections 128 and 129 of the *Courts of Justice Act*, R.S.O. 1990, c. C.43;

(i) the costs of this action on a substantial indemnity basis, together with all applicable harmonized sales tax; and

(j) such further and other relief as this Honourable Court may deem just.

2. The Plaintiff, Chris Horlacher, claims in his personal capacity:

(a) damages in the amount of $5,000,000.00 for intrusion upon seclusion, publicity given to private life, trespass to chattels and unlawful means conspiracy, being loss personal to him and distinct from any loss suffered by Equibit;

(b) a permanent injunction restraining the Defendant, whether by himself, his servants, agents, or any person acting on his behalf or under his direction, from accessing or attempting to access any computer, mobile device, network, router, server, or online account belonging to or used by Horlacher or any member of his household, and from intercepting, monitoring, recording, or interfering with any communication of Horlacher or of any member of his household;

(c) an order requiring the Defendant to deliver up to Horlacher, and thereafter to destroy, all data, documents, records, communications, and copies thereof obtained by means of the conduct pleaded herein, together with an affidavit deposing to compliance;

(d) aggravated, punitive, or exemplary damages in the amount of $500,000.00;

(e) prejudgment and postjudgment interest in accordance with sections 128 and 129 of the *Courts of Justice Act*;

(f) the costs of this action on a substantial indemnity basis, together with all applicable harmonized sales tax; and

(g) such further and other relief as this Honourable Court may deem just.

<u>OVERVIEW</u>

3. Equibit is a corporation formed to develop blockchain-based technology for the issuance and transfer of securities. Horlacher is its founder, its Executive Director, and the holder of approximately 86.8% of its issued and outstanding shares. He is, and has at all material times been, the directing mind of Equibit.

4. Equibit is a plaintiff in two proceedings presently before this Court: Court File No. CV-20-00645492-0000 (the "**CSIS Action**") and Court File No. CV-21-00654929-0000 (the "**Defamation Action**", and together with the CSIS Action, the "**Related Proceedings**"). The Defendant Marc Godard ("**Godard**") is a named plaintiff in the Defamation Action.

5. This action concerns Godard's attempt to supplant Horlacher as the directing mind of Equibit, and his use of that purported authority to bring to an end litigation that Equibit is

prosecuting in its own interest, for the benefit of persons whose interests are adverse to Equibit.

6. In summary, and as particularized below, Godard:

(a) obtained and maintained unauthorized access to Horlacher's personal computers, home network, and online accounts, including communications subject to solicitor-client privilege concerning the Related Proceedings;

(b) purported to convene meetings of the shareholders of Equibit in July and August 2025 that he had no power to convene, that were not called on the notice required by the Shareholders' Agreement, at which no quorum was present, and at which no person present held any legal share of Equibit;

(c) purported at those meetings to pass resolutions terminating Horlacher's authority, in circumstances where no Ordinary Vote as required by the Shareholders' Agreement could have been obtained; and

(d) purported to instruct Equibit's counsel to discontinue the Related Proceedings and to refrain from commencing further proceedings; and

(e) in September 2025 issued a further notice of meeting purporting to invoke the requisition provisions of the CBCA, proposing resolutions to confirm the shareholding of a defendant in the Defamation Action, to remove Horlacher, to install himself as the person instructing Equibit's counsel, and to discontinue Equibit's proceeding against that defendant.

THE PARTIES

7. The Plaintiff, Equibit Group Ltd., is a corporation incorporated on September 17, 2015, under the *Canada Business Corporations Act*, R.S.C. 1985, c. C-44 (the "**CBCA**") under the name Equibit Development Corporation, corporation number 944419-0, with its

registered office in the Province of Ontario. It subsequently carried on business under the name Equibit Group Ltd.

8. The Plaintiff, Chris Horlacher ("**Horlacher**" or the "**Plaintiff**"), is the founder of Equibit, its Executive Director, and the registered holder of 29,750,000 common shares of Equibit, representing approximately 86.8% of its issued and outstanding shares.

9. The Defendant, Marc Godard, was an officer of Equibit during the material time as pleaded below, serving as its Chief Technical Officer and, from on or about December 1, 2018, as its Chief Executive Officer. Godard is not, and has never been, a shareholder of Equibit. Godard is a named plaintiff in the Defamation Action.

10. 2394790 Ontario Inc. ("**239 Ontario**") is a corporation. It is not a party to this action. Godard is the owner of voting shares in the capital of 239 Ontario and is accordingly a "Principal" within the meaning of section 1.01(h) of the Shareholders' Agreement and is therefore bound by the terms of the shareholders agreement. It was 239 Ontario, and not Godard personally, that was named as a shareholder in Schedule "C" to the Shareholders' Agreement.

11. Equibit Group AG ("**Equibit AG**") was a company incorporated under the laws of Switzerland, registration number CHE-403.698.249, with its registered address at Zug, Switzerland. Equibit AG was formerly the parent of Equibit. It was liquidated and deleted from the Swiss commercial register on September 5, 2023, and has had no legal existence since that date. Equibit AG is not, and never was, the same legal person as Equibit.

12. Nathan Wosnack ("**Wosnack**") and Christian Saucier ("**Saucier**") are referred to in this pleading. Neither is a party to this action. Wosnack is a former officer and director of Equibit. Saucier is a defendant in the Defamation Action.

BACKGROUND

Formation of Equibit and Godard's roles

13. Equibit was formed in 2015 to develop and commercialize a decentralized network protocol for the issuance and transfer of securities using blockchain technology. Its founding participants included Horlacher, Godard, Brent Kievit-Kylar ("**Kievit-Kylar**"), Wosnack, Saucier, and Mario Malt ("**Malt**").

14. By section 4.07 of the Shareholders' Agreement, Godard was appointed to act as Chief Technical Officer of Equibit. In that capacity he had, among other things, administrative access to Equibit's information technology systems, source code repositories, and confidential business and technical information. He also acquired detailed knowledge of the computer systems, networks, and accounts used by Horlacher.

15. By section 4.01 of the Shareholders' Agreement, the number of directors of Equibit was fixed at two, being Horlacher and Wosnack. Godard was not, at any material time, a director of Equibit.

16. In or about February 2017, Equibit commenced a pre-sale of digital tokens. Equibit thereafter became the subject of an enforcement proceeding brought by the Ontario Securities Commission.

17. On or about August 14, 2017, Godard resigned from his position with Equibit. He returned to Equibit as a contractor on or about June 28, 2018.

18. On or about December 1, 2018, Godard was appointed Chief Executive Officer of Equibit. He ceased to hold that office on or about April 1, 2019. Godard owed Equibit fiduciary duties as pleaded below by dint of his role at Equibit and his access to confidential information that he remained privy to after no longer being employed by Equibit.

<u>THE SHAREHOLDERS' AGREEMENTS</u>

The 2017 Agreement

19. By an amended and restated unanimous shareholders' agreement effective September 17, 2015, and amended and restated as of February 1, 2017 (the "**2017 Agreement**"), Horlacher, Kievit-Kylar, 239 Ontario, Wosnack, Saucier, Malt and Equibit agreed upon the manner in which the affairs of Equibit would be conducted, their respective rights and obligations, and the transfer of shares in Equibit.

20. Godard executed the 2017 Agreement on February 4, 2017, not in his own name but expressly "Per:" 239 Ontario. By Article 11 of the 2017 Agreement, the covenants there set out are given by "Each Shareholder and Principal", and "Principal" is defined by section 1.01(h) as an owner of voting shares in the capital of a corporate Shareholder. Godard is a Principal and is accordingly personally bound by Article 11.

21. Schedule "C" to the 2017 Agreement records the issued and outstanding shares as at February 1, 2017, as totalling 85,000,000 common shares, held as follows:

(a) Kievit-Kylar – 17,000,000 shares;

(b) 239 Ontario – 17,000,000 shares;

(c) Wosnack – 8,500,000 shares;

(d) Saucier – 8,500,000 shares;

(e) Horlacher – 29,750,000 shares; and

(f) Malt – 4,250,000 shares.

The 2018 Agreement

22. The 2017 Agreement was superseded by a unanimous shareholders' agreement dated July 20, 2018 (the "**Shareholders' Agreement**"). The Shareholders' Agreement was made among the shareholders of Equibit AG, being at that time the parent of Equibit and the vehicle through which the shareholders held their interests. The Plaintiffs plead and rely upon the whole of the Shareholders' Agreement as if it were set out in full herein.

23. Upon Horlacher's return to Canada in February 2019, the shares of Equibit reverted to the original shareholders. Upon the liquidation of Equibit AG and its deletion from the Swiss commercial register on September 5, 2023, the Shareholders' Agreement survived, continued in effect, and was inherited by Equibit as Equibit AG's former subsidiary. That position was confirmed by resolution of the shareholders of Equibit passed on July 31, 2025.

24. The provisions of the Shareholders' Agreement upon which the Plaintiffs particularly rely include:

(a) section 6.1(v), which entitles Equibit to exercise a call option over the shares of a shareholder in respect of whom a triggering event under section 6.1 has occurred (a "Relevant Shareholder", as that term is defined for the purposes of section 6.1) where that shareholder breaches the Shareholders' Agreement, unless the breach and its effects are fully cured by that shareholder within twenty calendar days upon notification in writing of the breach and its effects to the other shareholders;

(b) section 12.2, which contains the covenants of non-competition and non-solicitation;

(c) sections 6.2 and 5.2.3, which govern the price payable upon exercise of the call option, being the value of the shares as agreed between the Relevant Shareholder and Equibit or, failing agreement, the fair value determined by an independent appraiser;

(d) section 2, which reserves all management decisions to the board save for the limited matters expressly reserved to the shareholders; and

(e) section 3.1, which provides that where the by-laws or articles of Equibit conflict with the Shareholders' Agreement, the Shareholders' Agreement governs.

25. Further and in the alternative, if the Shareholders' Agreement did not supersede the 2017 Agreement, or if Equibit is not bound by the Shareholders' Agreement, then the 2017

Agreement continued to govern and the Plaintiffs rely upon sections 1.01(g), 1.01(h), 1.01(i), 4.01, 4.03, 4.06, 4.08, 4.09, 5.01, 8.01, 9.02, 11.02, 11.05, 12.06, 12.07 and 12.11 of, and Schedule “B” to, the 2017 Agreement, whose effect is as pleaded above.

THE SHAREHOLDERS OF EQUIBIT

The Defendant has never personally held a share

26. Godard is not named in Schedule “C” to the 2017 Agreement and has never appeared on Equibit's register of shareholders. He has never personally held any share of Equibit. The shares recorded against 239 Ontario were the shares of a separate corporation. Godard's status is, and has only ever been, that of a Principal, being an owner of voting shares in the capital of a corporate shareholder.

27. Godard has himself acknowledged that his only asserted standing is derivative of 239 Ontario. In the July 31, 2025 Resolution he is identified as “2394790 Ontario Inc. (Marc Godard, CEO)”. In the September 2025 Notice he executed the document as “2394790 Ontario Inc., Per: Marc Godard, Authorized Signing Officer”, and the third item of business he proposed was the appointment of “Marc Godard, as authorized signing officer of 2394790 Ontario Inc.” as Equibit's authorized representative.

The chain of title

28. The issued and outstanding shares of Equibit have changed as follows:

(a) as at February 1, 2017, 85,000,000 shares were issued and outstanding, as recorded in Schedule “C” to the 2017 Agreement;

(b) on December 5, 2018, Wosnack sold his 8,500,000 shares to Equibit AG for repurchase and cancellation, in consideration of 40,000 Equibits, by a written share purchase agreement and a deed of transfer and assignment of that date. Wosnack has held no share since that date, reducing the issued and outstanding shares to 76,500,000;

(c) in February 2019, upon Horlacher's return to Canada, the remaining shares of Equibit reverted to the original shareholders with the exception of Wosnack;

(d) on January 15, 2021, Equibit exercised its call option over the 8,500,000 shares held by Saucier, for the reasons pleaded below, at their fair market value of *nil*, reducing the issued and outstanding shares to 68,000,000; and

(e) on July 31, 2025, Equibit exercised its call option over the 16,745,000 shares held by 239 Ontario and the 17,000,000 shares held by Kievit-Kylar, for the reasons pleaded below, at their fair market value of *nil*, reducing the issued and outstanding shares to 34,255,000.

29. The issued and outstanding shares of Equibit accordingly total 34,255,000 common shares, held as follows: Horlacher – 29,750,000 shares, being approximately 86.8%; Malt – 4,250,000 shares, being approximately 12.4%; and Fadeev – 255,000 shares, being approximately 0.8%.

The call option and its exercise

30. By section 6.1(v) of the Shareholders' Agreement, Equibit is entitled to exercise a call option over the shares of a Relevant Shareholder (as defined above) where that shareholder breaches the Shareholders' Agreement, unless the breach and its effects are fully cured by that shareholder within twenty calendar days upon notification in writing of the breach and its effects to the other shareholders.

31. The price payable upon exercise of the call option is the value of the shares determined in accordance with sections 6.2 and 5.2.3 of the Shareholders' Agreement, being the value agreed between the shareholder and Equibit or, failing agreement, the fair value determined by an independent appraiser. At all material times Equibit has had no assets and no revenues. The fair value of its shares, so determined, was and is *nil*. Ongoing litigation is not, on established principles of business valuation, recorded as an asset.

32. Saucier breached the Shareholders' Agreement, and in particular the covenants of non-competition and non-solicitation in section 12.2, by wilfully competing with Equibit, commencing a competing project, and appropriating Equibit's resources.

33. Godard, through 239 Ontario, and Kievit-Kylar each breached the Shareholders' Agreement by joining with Saucier in the conduct pleaded below, and in particular by convening and participating in the July 2025 Meeting and by the instructions given to Equibit's counsel on July 30, 2025, the object and effect of which was to assist Saucier to escape accountability under the Shareholders' Agreement and to deprive Equibit of its ability to prosecute the Related Proceedings.

34. By the July 31, 2025 Resolution, the shareholders of Equibit confirmed the repurchase of Saucier's shares and directed Equibit to repurchase the shares held by 239 Ontario and by Kievit-Kylar pursuant to Article 6 of the Shareholders' Agreement at their fair market value of *nil*.

35. Godard has acknowledged in writing, in correspondence sent in 2025, that Saucier's shares had been rescinded.

36. Further and in the alternative, the shares originally issued to 239 Ontario were *void ab initio*, in that Godard did not represent himself faithfully in the negotiations preceding the issuance, his intentions towards Equibit and Horlacher were at all times hostile, and there was accordingly no meeting of the minds.

THE MATTERS IN ISSUE WERE RESERVED TO THE BOARD

37. Further, and independently of the share register, the resolutions Godard has sought to procure were and are beyond the power of the shareholders of Equibit to pass.

38. The Shareholders' Agreement reserves all management decisions to the board, save only for a limited list of matters expressly reserved to the shareholders. Under section 4.09 of, and Schedule “B” to, the 2017 Agreement, that list comprised three matters and three only: altering the nature of Equibit's business or engaging in activities not incidental to its

current activities; selecting or changing Equibit's auditors; and issuing or selling any share capital, rights, warrants or securities.

39. Where the by-laws or articles of Equibit conflict with the Shareholders' Agreement, the Shareholders' Agreement governs. It is a unanimous shareholders' agreement and, to the extent it restricts the powers of the directors, section 146 of the CBCA applies.

40. None of the following is a matter reserved to the shareholders, and each is accordingly a management decision reserved to the board:

(a) the recognition, confirmation, rescission or cancellation of any person's shareholding;

(b) the removal or appointment of any officer of Equibit;

(c) the appointment of any person as Equibit's authorized representative for the purpose of instructing counsel;

(d) the commencement, discontinuance, withdrawal or settlement of any proceeding brought by Equibit; and

(e) the conduct of Equibit's litigation generally.

41. It follows that even if every person Godard assembled at the July 2025 Meeting, the August 2025 Meeting and the October 2025 Meeting had held the shares they claimed, and even if a quorum had been present and an Ordinary Vote obtained, the resolutions proposed could not lawfully have been passed by the shareholders and would have been void in any event.

THE PURPORTED MEETINGS WERE NOT VALIDLY CALLED OR CONSTITUTED

42. At the time of the July 2025 Meeting, neither Wosnack nor Saucier held any share of Equibit, Wosnack having ceased to do so on December 5, 2018 and Saucier on January 15, 2021. 239 Ontario held 16,745,000 shares and Kievit-Kylar held 17,000,000 shares,

being together 33,745,000 of the 68,000,000 shares then issued and outstanding, which is less than a majority. They could not, alone, constitute a quorum.

43. At the time of the August 2025 Meeting, the September 2025 Notice and the October 2025 Meeting, none of 239 Ontario, Kievit-Kylar, Wosnack or Saucier held any share of Equibit, and Godard has never personally held any share. No person who purported to attend, to be entitled to vote at, or to vote at the August 2025 Meeting or the October 2025 Meeting held any share of Equibit.

44. Further, and in the alternative, even if any of Godard, 239 Ontario, Kievit-Kylar, Wosnack or Saucier held shares of Equibit at the material time, which is denied:

(a) only a Shareholder, as defined in section 1.01(i) of the Shareholders' Agreement, or the Board may call a meeting of the Shareholders under section 4.03. Godard has never personally been a Shareholder. He purported to call the July 2025 Meeting and the August 2025 Meeting in his own name and not in the name of 239 Ontario;

(b) Godard was not, at the material time, a director or officer of Equibit, and was not the Board;

(c) no written notice complying with the Shareholders' Agreement was given to all shareholders entitled to receive it, and the notice given did not set out the matters to be raised at the meeting;

(d) no quorum was present at any of the meetings, in that the persons present did not represent a majority of the issued and outstanding shares, Horlacher having attended none of them;

(e) no vote of greater than fifty percent of all shares outstanding was or could have been obtained at any of the meetings;

(f) those present at the meetings did not hold the requisite voting shares of Equibit to pass the extraordinary resolutions sought;

(g) in the further alternative, and to the extent the CBCA governs, no meeting was called by the directors under section 133, no requisition was made under section 143, and no order was obtained under section 144; and

(h) the Shareholders' Agreement governs over any conflicting provision of Equibit's by-laws or articles.

THE RELATED PROCEEDINGS

45. In or about January 2021, Equibit, Horlacher, Godard, and others commenced the Defamation Action against Saucier, David McFadzean, and others, advancing claims that include breach of fiduciary duty, misappropriation of intellectual property, and defamation.

46. Equibit is also the plaintiff in the CSIS Action, commenced on or about August 12, 2020, against the Attorney General of Canada (as a representative of the Canadian Security Intelligence Service) and others, advancing claims that include breach of fiduciary duty, misappropriation of intellectual property, and defamation.

47. The prosecution of the Related Proceedings has relied entirely on financing from Horlacher, either personally or on behalf of Equibit, amounting to in excess of $230,000.00. Horlacher has also been the only person to devote any time to the conduct of the Related Proceedings.

48. Godard has never contributed any funds toward the prosecution of either of the Related Proceedings, nor toward the operations of Equibit.

49. Examinations for discovery in the Related Proceedings were scheduled to take place in July and August 2025.

GODARD'S UNAUTHORIZED ACCESS TO HORLACHER'S COMPUTERS, NETWORKS AND PRIVATE AFFAIRS

50. At all material times Horlacher maintained, for his personal and professional use, computers, mobile devices, a home internet router and network, an encrypted electronic mail account, and a cloud document storage account (collectively, the "**Horlacher Systems**"). The Horlacher Systems were private to Horlacher and to the members of his household, were secured by credentials known only to him, and contained his private communications, his Personal Information within the meaning of section 11.05 of the Shareholders' Agreement, his personal and financial information, Proprietary Information of Equibit, and documents subject to solicitor-client privilege concerning the Related Proceedings.

51. Horlacher did not at any time authorize Godard to access, monitor, or interfere with the Horlacher Systems, or to obtain any information from them. Godard had no lawful justification for doing so, and Horlacher gave no prior written consent of the kind required by section 11.05 of the Shareholders' Agreement.

52. Beginning in or about 2021 and continuing to at least February 2026, Godard intentionally or recklessly accessed, monitored, and interfered with the Horlacher Systems and with Horlacher's private affairs and concerns. The particulars are as follows:

(a) in or about 2021, while Horlacher was privately browsing the internet at his home, Godard sent Horlacher messages demonstrating contemporaneous knowledge of the specific subject matter Horlacher was then viewing, and used that knowledge to attempt to direct Horlacher's choice of privacy and anonymity tools toward tools that Godard knew Godard could defeat;

(b) Godard configured and operated an interception of the domain name system requests made from Horlacher's home network (the "**DNS Interception**"), by which Godard was able to observe Horlacher's internet activity in real time;

(c) in or about August 2025, within forty-eight hours of Horlacher disclosing to a single third party that the DNS Interception had been identified, the false domain name servers were removed. Godard was in communication with that third party. Horlacher pleads that the removal of the DNS Interception within forty-eight hours of that disclosure, and the fact that no other person had been informed, establish that Godard was the person operating it;

(d) Godard obtained unauthorized administrative access to Horlacher's home router, altered its administrative configuration, and installed custom firewall rules;

(e) Godard exploited the TR-069 remote management protocol and conducted denial-of-service attacks against Horlacher's home network, causing repeated and prolonged interruptions of internet service to Horlacher and to other members of his household, including on or about July 20 and July 22, 2025;

(f) Godard altered and falsified the logs of Horlacher's router, including by backdating entries to January 1, 1981, in order to conceal his access;

(g) Godard terminated Horlacher's internet connectivity on occasions timed to coincide with steps in the Related Proceedings, including minutes before the commencement of an examination for discovery on July 18, 2025, and during telephone and video conferences between Horlacher and his solicitors;

(h) on or about July 19, 2025, Godard accessed Horlacher's cloud storage account and caused a document concerning Godard, which was confidential and subject to solicitor-client privilege, to be made publicly accessible by means of a sharing link that Horlacher never created. No other document in that account was made publicly accessible;

(i) on or about August 27, 2025, Godard accessed Horlacher's cloud storage account and caused a document containing an analysis of the DNS Interception prepared for the purposes of the Related Proceedings to be copied onto Horlacher's computer;

(j) on or about February 23, 2026, Godard, by automated means attached to Horlacher's electronic mail account, opened a link contained in an electronic mail message sent by Horlacher within moments of its transmission and before any recipient could have read it; and

53. Godard's conduct was deliberate and directed at Horlacher personally, or in the alternative was reckless.

54. The private affairs and concerns invaded by Godard included Horlacher's personal correspondence, his household's use of the internet, his personal and financial affairs, and his confidential and privileged communications with his solicitors.

55. A reasonable person would regard Godard's conduct as highly offensive, causing distress, humiliation, and anguish. Horlacher has in fact suffered distress, humiliation, and anguish, and has been obliged to alter the manner in which he lives, works, and communicates, and to incur expense in investigating and remediating Godard's intrusions.

Discoverability

56. Horlacher did not know, and could not with reasonable diligence have known, that Godard was the person responsible for the conduct pleaded above until on or about August 2025, when the DNS Interception was removed in the circumstances pleaded above.

GODARD'S ATTEMPT TO SUPPLANT HORLACHER AS THE DIRECTING MIND OF EQUIBIT

The July 2025 Meeting

57. On or about July 29, 2025, and shortly in advance of the examinations for discovery referred to above, Godard purported to call a meeting of the shareholders of Equibit AG, the former Swiss company (the "**July 2025 Meeting**"). Equibit AG had been liquidated and deleted from the Swiss commercial register on September 5, 2023, and had no legal existence at the time the July 2025 Meeting was called.

58. The July 2025 Meeting was accordingly a nullity. There were no shareholders of Equibit AG to convene, no shares of Equibit AG capable of being voted, and no corporate body upon which any resolution could operate.

59. Godard had no authority to convene a meeting of the shareholders of Equibit AG, for the reasons pleaded above.

60. Although the July 2025 Meeting purported to be a meeting of Equibit AG, the resolutions proposed at it were directed to the affairs of Equibit, namely the removal of Horlacher's authority to act for Equibit and the discontinuance of the Related Proceedings, and were thereafter relied upon by Godard in his communications with Equibit's counsel. Equibit is accordingly directly affected by, and entitled to complain of, the July 2025 Meeting.

61. Among the persons Godard included in the July 2025 Meeting was Saucier, a defendant in the Defamation Action in which Godard is himself a plaintiff, and a person whose shares Godard had previously agreed stood rescinded for breach of the Shareholders' Agreement.

62. The purpose of the July 2025 Meeting was to pass resolutions terminating Horlacher's authority to act for Equibit and directing that the Related Proceedings be discontinued or held in abeyance.

63. The July 2025 Meeting was improperly called and was not a meeting of the shareholders of Equibit, in that:

(a) Equibit AG, the company in respect of which the meeting was purportedly called, did not exist;

(b) Saucier was not, at the time the meeting took place, a shareholder of either Equibit AG or Equibit, and in any event would have been required to recuse himself by reason of his conflict of interest in the resolutions purportedly passed;

(c) 239 Ontario and Kievit-Kylar, holding together 33,745,000 of the 68,000,000 shares then issued and outstanding, could not alone constitute a quorum; and

(d) no notice complying with the Shareholders' Agreement was given.

64. Any resolution purportedly passed at the July 2025 Meeting is void and of no force or effect.

The July 30, 2025 communication to counsel

65. On or about July 30, 2025, Godard sent an electronic mail message to counsel of record for Equibit in which he purported to appoint himself the sole legal liaison for Equibit, demanded the immediate termination of all proceedings against Saucier, and purported to prohibit the commencement of any further proceedings for defamation.

66. Godard had no authority, whether under Equibit's by-laws, the Shareholders' Agreement, or otherwise, to give any such instruction. He knew that he had no such authority at the time of giving the purported instruction.

67. Horlacher was at that time, and remains, the only person authorized to instruct counsel on behalf of Equibit. Godard's communication was an attempt to displace Horlacher in that role and to arrogate to himself the conduct of Equibit's litigation.

68. Subsequent to sending the electronic mail message to counsel, it was brought to Godard's attention that Equibit AG had been liquidated and deleted from the Swiss commercial register on September 5, 2023.

The August 2025 Meeting

69. After being advised of this, on or about August 25, 2025, Godard purported to convene a new meeting, this time of Equibit, for substantially the same purposes (the "**August 2025 Meeting**"). Wosnack attended and purported to participate as a shareholder.

70. On or about August 26, 2025, minutes of the August 2025 Meeting were circulated. The August 2025 Meeting was not validly called or constituted, no quorum was present, no Ordinary Vote was obtained, no person present held any share of Equibit, and any resolution purportedly passed at it is void and of no force or effect.

71. Even if those present at the August 2025 Meeting were shareholders of Equibit, which is denied, they did not hold sufficient votes to pass the extraordinary resolutions presented at the meeting.

The September 2025 Notice and the purported October 2025 Meeting

72. On or about September 21, 2025, Godard issued a document entitled “Notice of Shareholder Meeting of Equibit Group Ltd.” (the “**September 2025 Notice**”), purporting to call a meeting of the shareholders of Equibit to be held by videoconference on October 12, 2025. That meeting took place on October 13, 2025 (the “**October 2025 Meeting**”). On October 14, 2025, Kievit-Kylar sent an electronic mail message to Equibit's counsel of record enclosing the resolutions purportedly passed at it. Godard executed the September 2025 Notice as “2394790 Ontario Inc., Per: Marc Godard, Authorized Signing Officer”.

73. The business proposed by the September 2025 Notice was:

(a) a resolution confirming that Saucier remains a valid shareholder of Equibit with his shares duly recognized;

(b) the removal of Horlacher as an officer and director of Equibit;

(c) the appointment of Godard, as authorized signing officer of 239 Ontario, to act as Equibit's authorized representative in all legal communications, including instructing Equibit's counsel of record;

(d) a resolution to discontinue, withdraw or settle the proceeding commenced by Equibit against Saucier and David McFadzean;

(e) the appointment of replacement directors and officers; and

(f) the authorization of ancillary steps to give effect to the foregoing.

74. The September 2025 Notice asserted that the October 2025 Meeting was being called pursuant to subsection 143(4) of the CBCA, following an alleged failure of the directors to call a meeting within the time required by subsection 143(3).

75. The September 2025 Notice was of no effect, and Godard had no power to call the October 2025 Meeting, for the following reasons:

(a) subsection 143(1) of the CBCA confers the right to requisition a meeting only upon holders of not less than five percent of the issued shares of a corporation that carry the right to vote. Neither Godard nor 239 Ontario held any share of Equibit;

(b) no requisition complying with subsections 143(1) and 143(2) of the CBCA was ever received by Equibit, by its registered office, or by any director of Equibit, and accordingly the twenty-one day period in subsection 143(4) never began to run;

(c) subsection 143(4) permits a meeting to be called only by a shareholder who signed the requisition. Godard is not a shareholder and signed no requisition in his own right;

(d) the September 2025 Notice purported to fix a record date. Under section 134 of the CBCA a record date may be fixed only by the directors of the corporation, and Godard was not a director;

(e) no notice complying with section 4.03 of the Shareholders' Agreement was given to all Shareholders entitled to receive it; and

(f) every item of business proposed in the September 2025 Notice was a management decision reserved to the Board by section 4.09 of the Shareholders' Agreement, none being a matter listed in Schedule “B” thereto, as pleaded above.

76. The September 2025 Notice is a continuation of the course of conduct pleaded above. Its first proposed resolution was directed to confirming the shareholding of Saucier, a defendant in the Defamation Action; its fourth was directed to discontinuing,

withdrawing or settling Equibit's proceeding against Saucier and David McFadzean; and its second and third were directed to removing Horlacher and installing Godard in his place as the person who instructs Equibit's counsel. Taken together, they demonstrate that the object of Godard's conduct was, and remains, to obtain control of Equibit in order to terminate litigation Equibit is prosecuting against persons adverse in interest to it.

77. The resolutions purportedly passed at the October 2025 Meeting are void and of no force or effect, for the reasons pleaded above and because no person present held any share of Equibit.

The July 31, 2025 Resolution

78. On July 31, 2025, the shareholders of Equibit passed a written resolution (the "**July 31, 2025 Resolution**"), consented to by Horlacher in his own right and by Horlacher as proxy for Malt, together representing more than fifty percent of the eligible voting shares of Equibit. Fadeev abstained. 239 Ontario and Kievit-Kylar were recorded as not eligible to vote.

79. By the July 31, 2025 Resolution the shareholders of Equibit resolved, among other things, that: Saucier's shares were confirmed repurchased on January 15, 2021; the liquidation of Equibit AG on September 5, 2023 was confirmed and the shares of Equibit had reverted to the original shareholders in February 2019; the Shareholders' Agreement survived that liquidation and was inherited by Equibit; the July 2025 Meeting was improperly called for the reasons pleaded above; the acts of Godard, Kievit-Kylar and Saucier in conducting that meeting and in issuing instructions to Equibit's counsel were taken with the intended purpose of depriving Equibit of its ability to pursue the Related Proceedings and of oppressing the other shareholders; those acts constituted a breach of the Shareholders' Agreement and Equibit was directed to repurchase the shares of 239 Ontario and Kievit-Kylar pursuant to Article 6 at their fair market value of *nil*; and Horlacher was authorized to retain and instruct counsel for Equibit.

80. Horlacher's authority to vote Malt's shares on those matters was conferred by a written proxy assignment dated July 31, 2025, by which Malt irrevocably assigned to Horlacher the right to vote his shares on all matters pertaining to litigation Equibit is actively pursuing and on all matters pertaining to Equibit exercising its call option on the shares held by Godard and Kievit-Kylar. That proxy assignment provides that Horlacher shall not commit Malt to any financial commitment requiring any form of funding without Malt's written permission.

81. For greater certainty, the references in the July 31, 2025 Resolution and in the proxy assignment to the shares of Godard, or to shares held by Godard, are references to the shares registered to 239 Ontario, of which Godard is the Principal within the meaning of section 1.01(h) of the Shareholders' Agreement. Godard has never personally held any share of Equibit, and the July 31, 2025 Resolution and the proxy assignment are to be read accordingly.

<u>THE BENEFIT TO PERSONS ADVERSE IN INTEREST TO EQUIBIT</u>

82. Saucier is a defendant in the Defamation Action, in which Equibit alleges against him breach of fiduciary duty, misappropriation of intellectual property, and defamation. His interests are directly adverse to those of Equibit.

83. The resolutions Godard sought to pass at the July 2025 Meeting and the August 2025 Meeting would, if effective, have terminated the Related Proceedings. The sole beneficiaries would have been the defendants in those proceedings, including Saucier, who would thereby have obtained a result they could not have obtained by defending on the merits.

84. Godard is himself a plaintiff in the Defamation Action. In acting in concert with Saucier to terminate that proceeding, Godard acted against the interests of the party he purported to represent and in favour of the party adverse to it.

85. The information available to Godard by reason of his unauthorized access to the Horlacher Systems included Proprietary Information of Equibit and Equibit's confidential and privileged litigation strategy in the Related Proceedings. Godard used, alternatively was in a position to use, that information for the benefit of persons adverse in interest to Equibit and to the detriment of Equibit, and not for the exclusive benefit of Equibit as section 11.02 of the Shareholders' Agreement required.

BREACH OF FIDUCIARY DUTY

86. As an officer of Equibit, Godard owed Equibit fiduciary duties, including the statutory duty under paragraph 122(1)(a) of the CBCA to act honestly and in good faith with a view to the best interests of the corporation, and the equitable duties to avoid conflicts between his own interest and that of Equibit, to refrain from using confidential information obtained in the course of his office otherwise than for the benefit of Equibit, and to refrain from taking for himself any opportunity of Equibit.

87. Those duties, insofar as they concern the use of confidential information acquired by reason of Godard's office and the taking of opportunities that came to him by reason of that office, survived the termination of his office.

88. Godard breached those duties. The particulars of the breaches relied upon are:

(a) obtaining and maintaining unauthorized access to the Horlacher Systems, and thereby to Proprietary Information of Equibit and to Equibit's confidential and privileged litigation strategy, using knowledge of those systems acquired by reason of his office;

(b) using, alternatively placing himself in a position to use, that Proprietary Information and privileged information for the benefit of persons adverse in interest to Equibit;

(c) purporting to convene the July 2025 Meeting, the August 2025 Meeting and the October 2025 Meeting, which he had no authority to convene, for the purpose of removing Horlacher's authority and terminating litigation being prosecuted by Equibit in Equibit's interest;

(d) issuing the September 2025 Notice, by which he proposed resolutions confirming the shareholding of a party adverse in interest to Equibit and discontinuing Equibit's proceeding against that party, and by which he proposed to install himself as the person instructing Equibit's counsel;

(e) purporting to invoke section 143 of the CBCA when he held no share of Equibit and had made no requisition;

(f) purporting on July 30, 2025, to instruct Equibit's counsel to discontinue proceedings brought by Equibit and in Equibit's interest, in circumstances where he had no authority to do so;

(g) acting in concert with, and including in the purported meetings, Saucier, a party adverse in interest to Equibit, for the purpose of assisting Saucier to escape accountability under the Shareholders' Agreement; and

(h) acting in concert with Wosnack, and relying on Wosnack's assertion of shareholder status, in the knowledge that Wosnack was not a shareholder and had no entitlement to participate.

89. Godard's conduct was not in the best interests of Equibit and was undertaken for a purpose collateral to, and inconsistent with, the interests of Equibit.

<u>BREACH OF THE SHAREHOLDERS' AGREEMENT</u>

90. As a Principal within the meaning of section 1.01(h) of the Shareholders' Agreement, Godard is bound by the covenants in Article 11.

91. Godard breached section 11.02 of the Shareholders' Agreement by using Proprietary Information of Equibit for a purpose other than the exclusive benefit of Equibit, and by divulging Proprietary Information to persons other than Equibit, its qualified employees

or its accountants. That obligation applies while a Shareholder and at any time thereafter, and accordingly bound Godard notwithstanding any cessation of 239 Ontario's shareholding.

92. Godard breached section 11.05 of the Shareholders' Agreement by accessing, collecting, using, disclosing and making available the Personal Information of Horlacher without Horlacher's prior written consent, and for purposes other than those permitted by the Shareholders' Agreement, by the conduct particularized above.

93. Godard breached section 12.03 of the Shareholders' Agreement, which obliges each Shareholder to do all such things as may be necessary to carry out the terms and intentions of the Shareholders' Agreement and to cause Equibit to act in the manner contemplated by it, by purporting to convene meetings otherwise than in accordance with section 4.03, and by purporting to procure resolutions otherwise than by Ordinary Vote.

94. Godard further breached the duty of honest performance in the performance of the Shareholders' Agreement.

95. Further and in the alternative, if Godard is not personally bound by the Shareholders' Agreement, which is denied, then 239 Ontario was so bound and Godard knowingly induced and procured 239 Ontario's breach of it, and is liable to the Plaintiffs for having done so.

96. Equibit and Horlacher are each parties to the Shareholders' Agreement and each is entitled to enforce the covenants in Article 11 against Godard. Equibit is further entitled, by the final sentence of Article 11, to an injunction restraining Godard's breach or threatened breach of those covenants.

UNLAWFUL ACTIONS

97. In or about July 2025, and continuing to the present, Godard acted with Wosnack, with Saucier, and with one or more other persons to act in concert for the purpose of removing

Horlacher's authority over Equibit and of causing Equibit to discontinue or abandon the Related Proceedings.

98. The unlawful means used in furtherance of that agreement are:

(a) Godard's unauthorized access to and interference with the Horlacher Systems, as pleaded above;

(b) Godard's breaches of Article 11 of the Shareholders' Agreement, as pleaded above;

(c) the assertion by Wosnack of shareholder status that he knew to be false, and Godard's reliance upon that assertion knowing it to be false, alternatively being reckless as to its falsity;

(d) the purported convening of meetings, and the purported passing of resolutions, in contravention of sections 4.03, 4.06, 4.08 and 4.09 of the Shareholders' Agreement and of the CBCA;

(e) the issuing of the September 2025 Notice and the purported invocation of section 143 of the CBCA by a person holding no share of Equibit;

(f) the purported giving of instructions to Equibit's counsel without authority; and

(g) Godard's breaches of fiduciary duty pleaded above.

99. Godard knew, or in the circumstances ought to have known, that injury to the Plaintiffs was likely to and did result from the conduct pleaded above. In the alternative, the predominant purpose of that conduct was to cause injury to the Plaintiffs.

100. Equibit has thereby suffered damage. Horlacher has thereby suffered damage personal to him and distinct from that suffered by Equibit, being the invasion of his private affairs, the interference with his household and his devices, and the distress, humiliation, and anguish pleaded above.

ABUSE OF PROCESS

101. Godard, being a plaintiff in the Defamation Action, used or attempted to use his position in that proceeding for a purpose collateral to the proper purpose of that proceeding, namely to obtain control of and to terminate litigation being prosecuted by Equibit, and to that end acted in concert with a party adverse in interest in that proceeding. Godard thereby committed the tort of abuse of process. Godard's continuing conduct, including the September 2025 Notice, was and is directed to the same collateral purpose.

INTRUSION UPON SECLUSION – THE PLAINTIFF HORLACHER

102. By the conduct pleaded above, Godard intentionally, alternatively recklessly, invaded Horlacher's private affairs and concerns without lawful justification, in a manner that a reasonable person would regard as highly offensive causing distress, humiliation, and anguish. Godard thereby committed the tort of intrusion upon seclusion.

103. Horlacher is entitled to damages for intrusion upon seclusion without proof of pecuniary loss. He further pleads that he has in fact suffered pecuniary loss, particulars of which are set out below.

PUBLICITY GIVEN TO PRIVATE LIFE – THE PLAINTIFF HORLACHER

104. By causing the confidential and privileged document referred to above to be made publicly accessible on or about July 19, 2025, Godard gave publicity to a matter concerning Horlacher's private life, in circumstances where the matter publicized would be highly offensive to a reasonable person and was not of legitimate concern to the public.

TRESPASS TO CHATTELS – THE PLAINTIFF HORLACHER

105. Godard intentionally and without Horlacher's consent interfered with Horlacher's chattels, being his router, computers, vehicles, and other devices, by altering their configuration,

installing rules upon them, falsifying their records, and impairing their function and Horlacher's use of them. Godard thereby committed the tort of trespass to chattels.

DAMAGES

106. As a result of Godard's conduct, Equibit has suffered loss and damage. Equibit pleads the following heads of damage and will provide full particulars in advance of trial:

(a) the costs thrown away and additional legal costs incurred in the Related Proceedings as a result of Godard's conduct;

(b) the diminution in the value of Equibit's claims in the Related Proceedings;

(c) the costs of investigating and responding to the purported meetings and to the purported instructions to counsel; and

Loss of Business and Goodwill

107. As a result of Godard's conduct, Horlacher has personally suffered loss and damage, distinct from any loss suffered by Equibit. Horlacher pleads the following heads of damage and will provide full particulars in advance of trial:

(a) damages for the invasion of his privacy, without proof of pecuniary loss;

(b) the cost of engaging cybersecurity professionals to detect, analyse, and remediate Godard's intrusions;

(c) the cost of replacing or reconfiguring compromised equipment, accounts, and services;

(d) loss of use of his devices, network, and accounts; and

(e) aggravated damages for the distress, humiliation, and anguish caused by Godard's conduct.

108. Godard's conduct was high-handed, deliberate, prolonged, and undertaken in knowing disregard of the Plaintiffs' rights. It included the deliberate falsification of records in order to conceal it, and the deliberate targeting of communications subject to solicitor-client privilege. It warrants an award of punitive, aggravated, and exemplary damages.

GROUNDS FOR INJUNCTIVE RELIEF

109. In support of the injunctive relief sought restraining further access to the Horlacher Systems and further use of Equibit's Proprietary Information, the Plaintiffs plead that Godard's conduct is continuing, as the September 2025 Notice demonstrates, that damages are not an adequate remedy for the continued invasion of Horlacher's privacy and of Equibit's privileged communications, that the balance of convenience favours the granting of the relief sought, and that Equibit is in any event contractually entitled to such relief by the final sentence of Article 11 of the Shareholders' Agreement.

110. In support of the Mareva relief sought, there is a real risk that Godard will remove assets from the jurisdiction or otherwise dissipate them so as to render any judgment nugatory. The particulars are that Godard holds substantial quantities of gold bullion in a private vault, the location of which is not known to the Plaintiffs; that bullion so held is readily portable, readily disposed of, and difficult to trace; and that Godard maintains a commercial relationship with a bullion dealer in the Cayman Islands, which he publicises on his own website. The Plaintiffs undertake to abide by any order this Court may make as to damages.

JURISDICTION AND SERVICE

111. This Court has jurisdiction over this action and over the Defendant. Equibit is a corporation incorporated under the CBCA with its registered office in Ontario, and its internal affairs are governed by Ontario law. The Defendant resides in Ontario. The torts pleaded were committed in Ontario, and the loss and damage complained of were sustained in Ontario. Insofar as the Plaintiffs rely on the 2017 Agreement, section 12.07

of the 2017 Agreement provides that it is governed by the laws of Ontario and that the courts of Ontario have jurisdiction over any action in connection with it.

112. If the Defendant is served outside Ontario, the Plaintiffs plead that this statement of claim may be served without leave pursuant to rule 17.02 of the Rules of Civil Procedure, and in particular rule 17.02(f), in respect of a contract made in Ontario, governed by the law of Ontario, containing a provision that the courts of Ontario shall have jurisdiction, and breached in Ontario; rule 17.02(g), in respect of a tort committed in Ontario; rule 17.02(h), in respect of damage sustained in Ontario arising from a tort or breach of contract wherever committed; and rule 17.02(m), in respect of the internal affairs of a corporation whose registered office is situated in Ontario.

PLACE OF TRIAL

113. The Plaintiffs propose that this action be tried at the City of Toronto.

July 31, 2026

BE LAW LLP
Suite 700 - 30 St. Patrick Street
Toronto, ON M5T 3A3

Sara Jane Erskine (LSO #: 46856G)
Email: sara@be-law.ca
Tel: 416-597-5408

Lawyer for the Plaintiffs,
Equibit Group Ltd. and Chris Horlacher

EQUIBIT GROUP LTD. et al. -and- **MARC GODARD**
Plaintiffs **Defendant**

Court File No.

ONTARIO
COURT OF JUSTICE

PROCEEDING COMMENCED AT
TORONTO

STATEMENT OF CLAIM

BE LAW LLP
Suite 700 - 30 St. Patrick Street
Toronto, ON M5T 3A3

Sara Jane Erskine (LSO #: 46856G)
Email: sara@be-law.ca
Tel: 416-597-5408

Lawyer for the Plaintiffs,
Equibit Group Ltd. and Chris Horlacher