

NOTICE OF CIVIL CLAIM

IN THE SUPREME COURT OF BRITISH COLUMBIA

VANCOUVER REGISTRY

NO. _____

BETWEEN:

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

PLAINTIFFS

AND:

IVANA HRVATIN; DAVID SUNDIN; BART SEGUIN (also known as Bart Segan); **SGT. CHRIS RENAUD; DAN POTVIN; DREW DILKENS; JASON BELLAIRE; JASON CROWLEY; EDDIE FRANCIS; THE HONOURABLE JUSTICE JOHN PAUL HOWARD; MARY JO NOLAN; DAVE SIMETIC; SUN LIFE ASSURANCE COMPANY OF CANADA** (carrying on business as Sun Life Financial); **SHIBLEY RIGHTON LLP; THE WINDSOR POLICE SERVICE; THE WINDSOR POLICE SERVICES BOARD;** and **JOHN DOE INSURANCE CARRIERS #1-10** (to be identified by Norwich Pharmacal Order);

DEFENDANTS

NOTICE OF CIVIL CLAIM

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

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

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

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

PART 1 — STATEMENT OF FACTS

A. The Plaintiffs

1. The Plaintiff **FRANCESCO GIOVANNI LONGO** ("Longo") is a Canadian citizen born 24 April 1972 and resident of the City of Windsor, Ontario. Longo is a self-represented litigant. Longo brings this claim in his personal capacity and pursuant to his documented cross-matter standing arising from the Ivana Hrvatin asset-freeze roster (the "Longo Bridge").
2. The Plaintiff **LUCY CEYLAN** ("Lucy") is the twin sister of the deceased Raffi Ceylan. She is the principal fact witness in this matter and holder of more than three hundred (300) audio and video recordings documenting the conduct pleaded below. Lucy resides in Windsor, Ontario.

3. The Plaintiff **ARMIN CEYLAN** ("Armin") is the brother of the deceased Raffi Ceylan. Armin is presently in custody in the Province of Ontario on charges the Plaintiffs state are retaliatory and designed to silence his testimony in respect of this very matter. He brings this claim personally and through his sister Lucy as next-friend to the extent his detention requires that accommodation.
4. The Plaintiff **BETTY CEYLAN** ("Betty") is the mother of the deceased Raffi Ceylan. She resides in Windsor, Ontario, and is a direct beneficiary of the Raffi Ceylan estate.
5. The Plaintiffs are "heirs and beneficiaries" of the Estate of Raffi Ceylan (also known as Rafi Ceylan), who died on 16 July 2016 at Island Lake Road, Chapleau, Ontario. Coroner Case 2016-8196; CFS Toxicology Case 2016-0001036; Estate File 2017-036367; Ontario civil proceeding CV-17-25300.

B. The Defendants – Individuals

1. The Defendant **IVANA HRVATIN** ("Hrvatın") is the separated spouse of the deceased Raffi Ceylan. On or about 19 September 2016, approximately sixty-five (65) days after Raffi's death, Hrvatın received a transfer in excess of \$600,000 from Sun Life Financial (the "Hrvatın Transfer"), notwithstanding a signed Separation Agreement dated November 2011 that explicitly excluded her from any spousal share. She is also the subject of parallel asset-freeze proceedings in the Longo matter (A.5.07 Mareva roster) and is the cross-matter bridge figure pleaded in Part 3, Ground 13 (the Windsor RICO Cartel Joint Enterprise) below.
2. The Defendant **DAVID SUNDIN** ("Sundin") is a lawyer of record on the estate matter, believed to practice at McTague LLP. He is pleaded for his role in repeated tactical extensions, his September 17 2017 email correspondence, and his 6 March 2017 email to co-Defendant Bart Seguin (Exhibit C in Lucy's DiPietro statement).

3. The Defendant **BART SEGUIN**, also spelled in some source records as Bart Segan ("Seguin"), is a solicitor-partner at Shibley Righton LLP. He witnessed Raffi Ceylan's Separation Agreement (four copies, November 2011) and thereafter concealed the executed agreement for approximately eighteen (18) months while providing the Ceylan family only an unsigned copy and directing them to obtain the signed copy from Hrvatin. He is further pleaded for conversion of Raffi Ceylan's laptop within forty-eight (48) hours of death.
4. The Defendant **SGT. CHRIS RENAUD** ("Renaud") is a member of the Windsor Police Service Fraud Unit. At tape-time 12:20 on a recording in the Plaintiff Lucy's possession, Renaud threatened Lucy in words to the effect, "there will be consequences", for reporting the conduct pleaded below.
5. The Defendant **DAN POTVIN** ("Potvin") is a Superintendent of the Windsor Police Service. He agreed on a recorded conference call to obtain the Sun Life document in unredacted form and thereafter sabotaged that undertaking. He is the cousin of one Jim Potvin, a civilian whose promotion of Judge Brian Dube to Ontario Provincial Police Association Vice-President (2025-10-24) is pleaded in Part 3 below as evidence of the Windsor Cartel's family-network infrastructure.
6. The Defendant **DREW DILKENS** ("Dilkens") has been the Mayor of the City of Windsor continuously since 27 October 2014, is the statutory chair of the Windsor Police Services Board, and personally announced the appointment of co-Defendant Jason Bellaire as Chief of the Windsor Police Service on 29 November 2022 with the publicly-reported remark that there was "widespread comfort" with Bellaire. Dilkens is socially connected, per materials in the Plaintiffs' possession, to co-Defendant Bart Seguin.
7. The Defendant **JASON BELLAIRE** ("Bellaire") served as Chief of the Windsor Police Service from 29 November 2022 until his retirement on 28 November 2025. He was the arresting officer of the Plaintiff Longo in 2005 and again in 2021 — sixteen years apart, on the same claimant. He was present on or about 3 May

2021 at an Amherstburg, Ontario address in the lead-up to what the Plaintiffs state was a fabricated Kijiji-sting arrest of Longo.

8. The Defendant **JASON CROWLEY** ("Crowley") is the current Chief of the Windsor Police Service, having succeeded Bellaire in November 2025. He is named for successor-in-office notice only; no personal conduct is pleaded against him.
9. The Defendant **EDDIE FRANCIS** ("Francis") was Mayor of the City of Windsor from 2003 until October 2014 and "passed the baton" (per public-record reporting) to Dilkens. He is pleaded for political-capture continuity and for knowledge, during his mayoral tenure and thereafter, of the Windsor conduct chains pleaded below.
10. The Defendant **THE HONOURABLE JUSTICE JOHN PAUL HOWARD** ("Justice Howard") is a judge of the Superior Court of Justice (Ontario) and the founder of Shibley Righton LLP, one of the corporate Defendants below. He presided over the Ontario estate proceedings (CV-17-25300) involving his own firm's partner (co-Defendant Seguin), stamped the Ceylan case file beginning 9 August 2016, issued an ink-stamped order dated 5 August 2017, and issued a Time Table Order on 3 October 2017 (with a documented 3-October / 5-October two-version anomaly). Judicial immunity is pleaded against and is responded to in Part 3 below (actual, knowing participation in a continuing criminal breach of trust under s. 122 of the Criminal Code defeats common-law judicial immunity on established Canadian authority).
11. The Defendant **MARY JO NOLAN** ("Nolan") acted as the mediator in the Ceylan estate matter. Her husband, Brian Nolan, is a senior partner at Shibley Righton LLP. Nolan did not disclose this conflict. She terminated the mediation within five to ten minutes of its commencement by excluding Lucy and her husband from the mediation room.
12. The Defendant **DAVE SIMETIC** ("Simetic") is pleaded on the basis of the materials in the Plaintiffs' possession evidencing his

participation in, or material knowledge of, the conduct described in Part 1 C below.

C. The Defendants – Institutional

1. The Defendant **SUN LIFE ASSURANCE COMPANY OF CANADA**, carrying on business as Sun Life Financial ("Sun Life"), is a federally-regulated insurer and the carrier that processed the Hrvatin Transfer on 19 September 2016. Its agents and employees, including Bill Benson and Carmen Yip, acted in the course of their employment and Sun Life is vicariously liable for their conduct under *Bazley v. Curry*, [1999] 2 S.C.R. 534.
2. The Defendant **SHIBLEY RIGHTON LLP** ("Shibley Righton") is a law partnership. It is the employer of co-Defendant Seguin; it was founded by co-Defendant Justice Howard; and its partner-spouse relationship with the mediator Nolan is pleaded below as a disqualifying conflict.
3. The Defendant **WINDSOR POLICE SERVICE** ("WPS") is a police service established under the Community Safety and Policing Act, 2019, S.O. 2019, c. 1, Sched. 1, and is the employer of co-Defendants Renaud, Potvin, and Bellaire at all material times.
4. The Defendant **WINDSOR POLICE SERVICES BOARD** ("WPSB") is the statutory oversight board chaired by co-Defendant Dilkens and is named for its direct and vicarious liability for the Bellaire promotion and the WPS conduct chain.
5. The Defendants **JOHN DOE INSURANCE CARRIERS #1-10** are insurance companies whose identities are presently unknown to the Plaintiffs but whose policies, trust balances, reinsurance arrangements, or extended contracts touch the Raffi Ceylan estate, the Hrvatin beneficiary designation, or any Windsor-police-service insurance product. Their identities are to be disclosed by the Norwich Pharmacal Order sought contemporaneously with this action.

D. The Decedent and His Death

1. Raffi Ceylan died on 16 July 2016 at Island Lake Road, Chapleau, Ontario. Time of death pronounced was 16:33. The autopsy was conducted at Health Sciences North, Sudbury, on 18 July 2016.
2. The Separation Agreement between Raffi Ceylan and Hrvatin was executed in November 2011 in four (4) original counterparts, witnessed by Seguin, and expressly excluded Hrvatin from any spousal share. At the time of Raffi's death this Agreement was in full force and effect.
3. Notwithstanding that Agreement, on or about 19 September 2016, Sun Life processed a transfer of proceeds in excess of \$600,000 (CAD — Canadian dollars, confirmed by the Plaintiff Francesco Giovanni Longo by voice directive dated 27 April 2026) to Hrvatin. That sum has since been deployed by Hrvatin and has accrued investment and other returns, the quantum of which is to be established by the Norwich Pharmacal Order.

E. The Fraudulent-Disclosure Chain

1. On multiple occasions recorded by the Plaintiff Lucy, Sun Life agent **Bill Benson** stated to the Ceylan family that "Raffi died without a Will." At timestamp 83:00 of one such recording, Benson made a statement amounting to an admission that the Will was a forgery. The Ceylan family in fact held an unsigned Last Will and Testament dated 11 November 2007 (Exhibit A, Lucy Ceylan DiPietro statement).
2. For approximately eighteen (18) months following Raffi's death, Seguin — who had personally witnessed the Separation Agreement — concealed the executed Agreement from the Ceylan family. He furnished only an unsigned copy and directed the family to obtain the signed copy from Hrvatin, the very person excluded by the Agreement.
3. Within forty-eight (48) hours of Raffi Ceylan's death, Seguin attended at premises containing Raffi's personal laptop and wrongfully took possession of the device. He has not returned it.

The laptop and its contents are the subject of the conversion/detinue claim at Part 3, Ground 8 below.

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

F. The Medical-Examination Anomalies

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

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

1. At tape-time 12:20 on a recording held by Lucy, Sgt. Chris Renaud of the WPS Fraud Unit stated to Lucy in words to the effect, "there will be consequences," for her continuing to report the estate and insurance frauds. Renaud thereafter repeatedly threatened Lucy with criminal-harassment charges for making police reports.

2. Superintendent Dan Potvin, having undertaken on a recorded conference call to obtain an unredacted copy of the Sun Life document, instead sabotaged that undertaking. Inspector Jill Lawrence gave false legal advice to the Ceylan family in the same window.
3. Eighteen (18) months after Jason Bellaire's documented 3 May 2021 presence at the Amherstburg address in the Kijiji-sting of the Plaintiff Longo, on 29 November 2022, Dilkens-as-chair of the WPSB personally appointed Bellaire as Chief of the WPS. The Plaintiffs plead this appointment as reward-for-service within the Windsor Cartel Enterprise described at Part 3, Ground 13 below.

H. The Judicial Conduct Chain

1. Justice John Paul Howard presided over the Ontario estate proceedings (CV-17-25300) notwithstanding that his own firm, Shibley Righton LLP, was represented in the matter by partner Seguin. He stamped the Raffi Ceylan case file on or about 9 August 2016. He issued an ink-stamped order dated 5 August 2017. On 3 October 2017 he issued a Time Table Order; a second version bearing the date 5 October 2017 thereafter circulated. The two-version anomaly is pleaded as evidence of a continuing breach of trust by a public officer within the meaning of s. 122 of the Criminal Code.

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

1. The Plaintiff Longo's separate and parallel proceedings in the United States District Court for the Middle District of Florida (case 8:05-cr-263-T-17MSS) and the Superior Court of Justice, Toronto (case 05-CR-573), document a continuing conspiracy spanning twenty-one (21) years originating with U.S. Drug Enforcement Administration Special Agent Glenn Dutton and extending through Canadian and Windsor-local actors.
2. Documentary evidence in the Plaintiffs' possession (including the file titled WINDSOR_CARTEL_GLENN_PROFESSIONAL in their

Evidence Hub) establishes that co-Defendant Hrvatin, who is the immediate fraud beneficiary in the Ceylan-side conduct chain, is also a documented asset-freeze target in the Longo-side conduct chain. Hrvatin is the bridge figure linking the two chains.

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

J. The 300+ Audio Corpus

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

K. Damages

1. The Plaintiffs have suffered and continue to suffer damages particularised as follows:
 - (a) Special damages in the amount of no less than \$600,000 (plus investment-profit accretion since 19 September 2016, to be quantified at trial and anchored through the Norwich Pharmacal Order);
 - (b) General damages for loss of estate value, measured by the full \$9,000,000 estate quantum advertised in the Plaintiffs' evidence chain, with credits to the extent of any recovery already obtained;
 - (c) Charter damages pursuant to *Vancouver (City) v. Ward*, 2010 SCC 27, for breaches of ss. 2(b), 7, 8, 9, and 15 of the Canadian Charter of Rights and Freedoms;

(d) Aggravated damages for the high-handed, outrageous, and mala fide conduct documented on the audio record;

(e) Punitive and exemplary damages pursuant to *Whiten v. Pilot Insurance Co.*, 2002 SCC 18, reflecting the nine (9)-year reward-for-obstruction tempo and the Windsor Cartel joint-enterprise scale;

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

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

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

1. The Plaintiffs further plead, in corroboration and particularisation of paragraph 42:

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

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

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

PART 2 — RELIEF SOUGHT

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

1. **General, aggravated, and punitive damages in an amount not less than CAD \$500,000,000**, computed per the multiplier schedule in Exhibit 17 filed herewith, with upward adjustment reserved upon Norwich Pharmacal disclosure of (a) the face value and payout status of the Empire Life policy pleaded at Exhibit 15, and (b) the complete coroner and CFS files pleaded at Exhibit 16.
 2. **Special damages** of \$600,000 plus all investment, compound, and reinvestment returns from 19 September 2016 to judgment, to be quantified at trial following Norwich Pharmacal disclosure.
 3. **Aggravated damages** per Exhibit 17 § 4.9 — aggregate institutional-denial damages pleaded at not less than CAD \$30,000,000.
 4. **Punitive and exemplary damages** per Exhibit 17 § 4.8 — pleaded at not less than CAD \$120,000,000 (twelve named defendants × CAD \$10,000,000 per defendant, per *Hill v Church of Scientology of Toronto*, [1995] 2 SCR 1130 inflation-adjusted and scaled for premeditation and joint enterprise).
 5. **Charter damages** pursuant to s. 24(1) of the Charter and Ward, 2010 SCC 27.
 6. **Wrongful-death-adjacent damages** for each of Lucy, Armin, and Betty under the Family Compensation Act.
- 6A. **A court order for exhumation of the remains of Raffi Ceylan and for independent re-autopsy** (including spinal-cord strychnine assay, hair-follicle segmental analysis, bone-marrow analysis, vitreous-humor toxicology, and whole-body CT) conducted by a forensic pathologist outside the Ontario coroner system, per Exhibit 16 § 4 and § 8(1).

6B. **A preservation order** directed to Empire Life Financial Corporation, the Office of the Chief Coroner of Ontario, the Centre of Forensic Sciences, and the Ontario Forensic Pathology Service, forbidding destruction, alteration, or disposal of any record bearing on Raffi Ceylan, Case 2016-8196, or CFS 2016-0001036, per Exhibits 15 and 16.

1. **Disgorgement** of all gains wrongfully received by Hrvatin, Sun Life, Shibley Righton, and any John Doe Insurance Carrier.
 2. **A constructive trust** over the Hrvatin Transfer, its proceeds, and its investment accretion, in favour of the Plaintiffs as heirs and beneficiaries of the Estate of Raffi Ceylan.
 3. **A tracing order** over the Hrvatin Transfer and its derivatives into every account, instrument, policy, or chattel presently holding any derivative of those funds.
 4. **A declaration** that the conduct pleaded above constitutes a continuing joint enterprise (the Windsor Cartel Joint Enterprise) within the meaning of *Canada Cement LaFarge Ltd. v. British Columbia Lightweight Aggregate Ltd.*, [1983] 1 S.C.R. 452 and *Agribrands Purina Canada Inc. v. Kasamekas*, 2011 ONCA 460.
 5. **A declaration** that each Defendant named in Part 1 B above is a member of that enterprise and is jointly and severally liable for its acts and gains.
 6. **Ancillary interlocutory relief**, being a Mareva injunction, a Norwich Pharmacal disclosure order, an Anton Piller order, and a preservation order, as set out in companion applications filed with this notice.
 7. **Prejudgment and postjudgment interest** under the Court Order Interest Act.
 8. **Costs** on the full-indemnity or solicitor-and-own-client scale.
 9. **Such further and other relief** as this Honourable Court deems just.
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PART 3 — LEGAL BASIS

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

Ground 1 — Civil Fraud

1. As against Hrvatin, Benson, Seguin, Sun Life, and Shibley Righton: civil fraud per *Bruno Appliance and Furniture Inc. v. Hryniak*, 2014 SCC 8. The five elements — false representation ("Raffi died without a Will"), knowledge of falsity (Benson had seen the Will and Seguin had witnessed the Separation Agreement), intent to induce reliance, reliance, and loss — are each satisfied on the record.

Ground 2 — Civil Conspiracy

1. As against all Defendants: civil conspiracy on both the predominant-purpose and the unlawful-means branches recognised in *Canada Cement LaFarge Ltd. v. British Columbia Lightweight Aggregate Ltd.*, [1983] 1 S.C.R. 452 and further particularised in *Agribrands Purina Canada Inc. v. Kasamekas*, 2011 ONCA 460. The combination, the overt acts (forgery, perjury, theft, threats, breach of fiduciary duty), and the corresponding injuries to each Plaintiff are pleaded above.

Ground 3 — Breach of Fiduciary Duty

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

Ground 4 — Conversion and Detinue

1. As against Seguin: conversion and detinue of Raffi Ceylan's laptop and its digital contents, taken within 48 hours of death and not returned.

Ground 5 — Unjust Enrichment

1. As against Hrvatin (primarily) and Sun Life (secondarily): unjust enrichment per *Garland v. Consumers' Gas Co.*, 2004 SCC 25. Enrichment (the Hrvatin Transfer), corresponding deprivation of the Estate, and absence of juristic reason (the Separation Agreement excluded Hrvatin) are each established on the face of the pleading.

Ground 6 — Negligence (Medical and Professional)

1. As against the medical and professional chain: ordinary negligence per *Cooper v. Hobart*, 2001 SCC 79 and *Hill v. Hamilton-Wentworth Regional Police Services Board*, 2007 SCC 41 (for the police-investigation facet). Duty, breach, causation, and damages are each pleaded.

Ground 7 — Misfeasance in Public Office

1. As against Bellaire, Renaud, Potvin, Dilkens (in his capacity as WPSB chair), Justice Howard, WPS, and WPSB: misfeasance in public office per *Odhavji Estate v. Woodhouse*, 2003 SCC 69. Each element — a public officer, conduct in the exercise of public functions, knowing unlawfulness, knowing harm-likelihood to the Plaintiffs, and damage — is pleaded.

Ground 8 — Intentional Infliction of Mental Suffering

1. As against Renaud, Seguin, Hrvatin, and Benson: intentional infliction of mental suffering per *Prinzo v. Baycrest Centre for Geriatric Care*, 2002 CanLII 45005 (ONCA); *Saadati v. Moorhead*, 2017 SCC 28. Flagrant, outrageous conduct calculated to produce harm; harm in fact.

Ground 9 – Intimidation and Witness Tampering

1. As against Renaud, Potvin, Lawrence (joined at amendment), WPS, and WPSB: the civil tort of intimidation, actionable in British Columbia, and civil liability for the criminal conduct prohibited by s. 423.1 of the Criminal Code (intimidation of a justice-system participant), actionable per *Central Trust Co. v. Rafuse*, [1986] 2 S.C.R. 147 (concurrency).

Ground 10 – Breach of Trust (Public Officer)

1. As against Justice Howard: civil breach of trust co-extensive with the Criminal Code s. 122 offence. Judicial immunity does not shield knowing, actual participation in a continuing fraud upon the court or a continuing breach of trust. The two-version Time Table Order (3 October 2017 / 5 October 2017) and the presiding-over-his-own-firm anomaly establish actual participation.

Ground 11 – Charter Damages

1. As against WPS, WPSB, Dilkens, Bellaire, Renaud, and Potvin: damages pursuant to s. 24(1) of the Charter for breaches of:
 - s. 2(b) — freedom of expression (Renaud's threats for the act of reporting crime);
 - s. 7 — life, liberty, and security of the person (Armin's present detention as retaliation);
 - s. 8 — unreasonable seizure (laptop and device seizures);
 - s. 9 — arbitrary detention (Armin's detention without timely bail hearing; the Plaintiff Longo's 2021 no-charge detention);
 - s. 15 — equality (the Italian-Canadian and Turkish-Canadian family-targeting pattern).Framework: *Vancouver (City) v. Ward*, 2010 SCC 27.

Ground 12 – Wrongful-Death-Adjacent Damages

1. As against all Defendants whose conduct contributed to or suppressed the investigation of Raffi Ceylan's death: damages pursuant to the Family Compensation Act, R.S.B.C. 1996, c. 126,

and concurrent common-law damages, for the surviving family members Lucy, Armin, and Betty.

Ground 13 – Civil Conspiracy / Joint Enterprise (Windsor RICO Cartel)

1. As against all Defendants: participation in a single continuing joint enterprise — the **Windsor Cartel Joint Enterprise** — whose structure, predicate acts, and gains are as follows:

(a) **Structure.** The enterprise comprises: (i) a U.S. investigative-arm node originating with DEA Special Agent Glenn Dutton (named in the Plaintiff Longo's parallel U.S. proceedings and cross-linked to this file by the WINDSOR_CARTEL_GLENN_PROFESSIONAL documentary record); (ii) a Windsor municipal-and-police node (Dilkens, Francis, WPSB, WPS, Bellaire, Renaud, Potvin); (iii) a judicial node (Justice Howard); (iv) a professional-services node (Shibley Righton, Seguin, Sundin, Nolan); (v) an insurance node (Sun Life, Benson, Yip, and the John Doe carriers); and (vi) a beneficiary node (Hrvatin).

(b) **Bridge figure.** Hrvatin is the bridge figure. She is both (1) the immediate fraud beneficiary in the Ceylan-side chain and (2) a documented asset-freeze target in the Longo-side chain (A.5.07 Mareva roster).

(c) **Predicate acts.** Forgery of testamentary documents; perjury in estate proceedings; conversion of the decedent's laptop; witness intimidation (s. 423.1 Criminal Code); fabrication of evidence (antedated autopsy signature); obstruction of justice (s. 139 Criminal Code); breach of trust by a public officer (s. 122); fraud over \$5,000 (s. 380); and, spanning the cross-matter axis, the predicate acts pleaded by the Plaintiff Longo in his U.S. and Ontario proceedings.

(d) **Gains.** The Hrvatin Transfer (\$600,000+ plus accretion); professional fees to the legal and insurance nodes; reward-for-service promotions to the police node (Bellaire, Chief, 2022); and political-capital gains to the municipal node (Dilkens's continuous mayoralty).

(e) **Continuity.** The enterprise has operated continuously from at least 2005 (Longo-side commencement) through 16 July 2016 (Raffi

Ceylan's death) to the present, in a pattern cognisable under the joint-enterprise and civil-conspiracy doctrines of *Canada Cement LaFarge* and *Agribrands Purina*, and informed by the ss. 467.11-467.13 Criminal Code criminal-organisation architecture as a framework (not a head of claim, British Columbia not recognising civil RICO per se).

Ground 14 – Defamation

1. To the extent that any Defendant has published or caused to be published false statements impugning the Plaintiffs' honesty or standing in the course of the conduct pleaded above (including but not limited to the "Raffi died without a Will" representation and any WPS-sourced characterisations of Lucy's complaints), the Plaintiffs reserve and plead defamation per *Grant v. Torstar Corp.*, 2009 SCC 61, particulars to be furnished after disclosure.

Jurisdiction and Venue

1. This Court has territorial competence and should exercise its jurisdiction over this action on the grounds set out in the Court Jurisdiction and Proceedings Transfer Act, S.B.C. 2003, c. 28:
 - (a) one or more of the Plaintiffs asserts a real and substantial connection to British Columbia sufficient for s. 3(e) of the Act, including through the enterprise's documented conduct touching British Columbia financial-service conduits and banking relationships to be identified by the Norwich Pharmacal Order;
 - (b) Ontario is not an appropriate alternative forum within the meaning of *Club Resorts Ltd. v. Van Breda*, 2012 SCC 17, because the Plaintiffs have exhausted that jurisdiction and cite the documented judicial-node conduct described above as rendering Ontario a forum of demonstrable unfairness;
 - (c) the Uniform Enforcement of Canadian Judgments Act gives this Court's process full enforcement effect against each Ontario-situate Defendant.

Rule Invocations

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

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

Place of trial: Vancouver, British Columbia

The address of the registry is:

800 Smithe Street, Vancouver, B.C., V6Z 2E1

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

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

RULE 7-1(1) NOTICE — LIST OF DOCUMENTS

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

End of Notice of Civil Claim.