

NOTICE OF APPLICATION — MAREVA INJUNCTION (EX PARTE, WORLDWIDE)

IN THE SUPREME COURT OF BRITISH COLUMBIA

VANCOUVER REGISTRY

NO. _____

BETWEEN:

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

PLAINTIFFS / APPLICANTS

AND:

**IVANA HRVATIN, DAVID SUNDIN, BART SEGUIN, 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,
SHIBLEY RIGHTON LLP, THE WINDSOR POLICE SERVICE, THE
WINDSOR POLICE SERVICES BOARD, and JOHN DOE
INSURANCE CARRIERS #1-10;**

DEFENDANTS / RESPONDENTS

NOTICE OF APPLICATION

(Brought EX PARTE pursuant to Rule 8-4 and Rule 10-4 of the Supreme Court Civil Rules)

Name of applicant: the Plaintiffs.

To: the Court and all parties named in Schedule A.

TAKE NOTICE that an application will be made by the applicants to this Honourable Court at the courthouse at 800 Smithe Street, Vancouver, British Columbia, on the **urgent ex parte list** at the earliest available sitting, within twenty-four (24) to forty-eight (48) hours of filing, for the orders set out in Part 1 of this notice.

The applicants apply **EX PARTE** on the grounds of imminent risk of dissipation, concealment, and cross-border removal of assets. Notice of this application is not given to the Respondents because doing so would frustrate the purpose of the orders sought.

PART 1 — ORDERS SOUGHT

The Applicants seek:

A. The Mareva Injunction (Worldwide)

1. An Order that each of the **Respondents** and their directors, officers, agents, servants, employees, privies, and any person or entity with notice of this Order, be **restrained and enjoined, until trial of the underlying action or further Order of this Court**, from:

(a) **directly or indirectly** removing, transferring, disposing of, charging, pledging, encumbering, diminishing, or in any way dealing with any assets, whether held in their own names or jointly with others, and whether situate within or outside British Columbia or Canada, up to an aggregate value of **CAD \$500,000,000 (FIVE HUNDRED MILLION CANADIAN DOLLARS)** (the "Frozen Sum"), as

quantified in the Aggravated Damages Schedule at Exhibit 17 filed herewith and without prejudice to upward adjustment upon Norwich Pharmacal disclosure of the Empire Life policy (Exhibit 15) and the coroner / CFS files (Exhibit 16);

(b) instructing, procuring, or requesting any other person to do anything restrained by paragraph 1(a);

(c) in particular and without limiting the generality of paragraph 1(a), dealing with any of the assets described in **Schedule DD** to this Order (the "Asset Freeze List").

1. An Order that, within **five (5) business days** of service of this Order, each Respondent swear and serve on the Applicants an affidavit disclosing:

(a) all assets (within and outside Canada) exceeding CAD \$1,000 in value, whether held in the Respondent's own name, jointly, as trustee, as beneficial owner, or as nominee;

(b) the value, location, and identity of each such asset;

(c) all transfers, dispositions, or encumbrances of any such asset since 19 September 2016.

B. Specific Freeze Targets

1. Without limiting paragraph 1, an Order that the following specific assets be frozen forthwith pending further Order of this Court:

(a) any and all personal, joint, trust, corporate, or beneficiary bank accounts at any Canadian financial institution held by or for the benefit of **IVANA HRVATIN**, in any currency, in any province or territory of Canada or elsewhere;

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

(c) any and all client-trust and operating accounts maintained by **SHIBLEY RIGHTON LLP** touching the Ceylan estate (CV-17-25300), the Hrvatin matter, or any related retainer;

(d) any and all client-trust and operating accounts maintained by **McTague LLP** touching the Ceylan estate or the Sundin retainer;

(e) any Windsor-Police-Service-related pension, benefit, or insurance balances of the individual WPS Respondents to the extent such balances constitute personal property within paragraph 1(a); and

(f) any John Doe insurance-carrier policies, proceeds, or trust balances tied to the Raffi Ceylan file, to be identified by the companion Norwich Pharmacal Order.

C. Ancillary Orders

1. An Order that this Mareva Injunction be **served** on all Canadian Schedule I and Schedule II banks, Sun Life, Shibley Righton LLP, McTague LLP, and such other third parties as the Applicants may specify, and that such third parties take all steps reasonably necessary to give it effect.
2. An Order that the Applicants' obligation to provide a cross-undertaking in damages be satisfied by the Applicants' personal undertaking on the face of the record, having regard to the Plaintiff Longo's status as self-represented and indigent and the Ceylan Plaintiffs' established financial injury; and, further, that the impecuniosity of the Plaintiffs is not a bar to relief in the circumstances disclosed in the supporting materials.
3. An Order that **leave be granted** to serve all Defendants outside British Columbia under the Court Jurisdiction and Proceedings Transfer Act, S.B.C. 2003, c. 28.
4. An Order that a **return date** for this Injunction, inter partes, be fixed for not later than twenty-one (21) days from the date of this Order, at which time each Respondent will have the opportunity to move to vary or set aside.
5. An Order as to **costs** in the cause.

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

PART 2 — FACTUAL BASIS

1. The Applicants refer to and incorporate by reference the Statement of Facts contained in Part 1 of their contemporaneously-filed Notice of Civil Claim, which pleads in detail:

(a) the post-death transfer of **in excess of CAD \$600,000** from Sun Life Financial to the Respondent Hrvatin on **19 September 2016**, approximately 65 days after the death of Raffi Ceylan;

(b) the concealment of an executed Separation Agreement (November 2011) by the Respondent Seguin for approximately 18 months, in breach of fiduciary and professional duty;

(c) the on-record representation by Sun Life agent Benson — "Raffi died without a Will" — and his on-record admission at tape-time 83:00 that the Will was a forgery;

(d) the temporal-impossibility signature on the autopsy final report (signed 11 July 2016, being 5 days before the death of 16 July 2016);

(e) the tape-time 12:20 threat by the Respondent Renaud (WPS Fraud) to the Plaintiff Lucy — "there will be consequences" — for reporting the frauds;

(f) the Respondent Potvin's sabotage of a recorded undertaking to obtain the Sun Life document unredacted;

(g) the Respondent Howard's presiding over an estate proceeding (CV-17-25300) involving his own firm's partner (Seguin), with a documented 3-October / 5-October 2017 Time Table Order two-version anomaly;

(h) the Respondent Dilkens's 29 November 2022 personal appointment of the Respondent Bellaire as WPS Chief — 18 months after Bellaire's

documented 3 May 2021 presence at the Kijiji-sting of the Plaintiff Longo — as reward-for-service within the Windsor Cartel Enterprise;

(i) the cross-matter bridge role of the Respondent Hrvatin, who is both the immediate fraud beneficiary in the Ceylan chain and a documented asset-freeze target in the Longo A.5.07 Mareva roster.

1. The Plaintiffs rely, in support of this application, on:

(a) the Affidavit of Lucy Ceylan, sworn contemporaneously with this application (exhibiting recordings at tape-times 12:20 and 83:00; the Separation Agreement counterpart; the 11-July-2016 autopsy signature page; the Time Table Order two-version set);

(b) the Affidavit of Francesco Giovanni Longo, sworn contemporaneously, establishing the cross-matter Hrvatin bridge and Longo's own standing;

(c) the Affidavit of Armin Ceylan (or, as his detention requires, a next-friend affidavit);

(d) the Affidavit of Betty Ceylan.

1. **Risk of dissipation.** The Applicants rely on the following as constituting a real risk of dissipation and the clear inference thereof:

(a) the Respondent Hrvatin has, on the face of the record, already once taken CAD \$600,000+ contrary to an executed agreement and has retained and deployed those funds for approximately 9.5 years;

(b) the Windsor Cartel Enterprise has demonstrated consistent capacity to conceal and re-route evidence (laptop theft; 18-month Separation-Agreement concealment; document-unredaction sabotage; antedated autopsy);

(c) the enterprise is transnational (U.S. DEA node originating with Glenn Dutton; Canadian node; Italian witness heritage), providing ample corridors for cross-border removal;

(d) the filing of this action will come to the Respondents' attention in the ordinary course and, absent this ex parte relief, would precipitate a race to the vault;

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

PART 3 — LEGAL BASIS

1. The Applicants rely on the following authorities and statutory provisions:

A. The Mareva Jurisdiction

1. **Mareva Compania Naviera S.A. v. International Bulkcarriers S.A.**, [1980] 1 All E.R. 213 (C.A.) — the foundational English authority on the pre-judgment asset-freezing injunction.
2. **Aetna Financial Services Ltd. v. Feigelman**, [1985] 1 S.C.R. 2 — the Supreme Court of Canada's adoption and articulation of the Mareva jurisdiction in Canada. The Court held that the applicant must establish (i) a strong prima facie case, (ii) a real risk of dissipation or removal of assets, and (iii) that the balance of convenience favours the order.
3. **Chitel v. Rothbart** (1982), 39 O.R. (2d) 513 (C.A.) — the Ontario authority informing the evidentiary threshold for risk of dissipation; while an Ontario authority, it is persuasive in British Columbia.
4. **Mooney v. Orr**, [1994] B.C.J. No. 2652, 1994 CanLII 1779 (B.C.S.C.) — British Columbia's principal Mareva authority, reaffirming the tripartite Aetna test as it applies in this Court.
5. **Tracy v. Instalozans Financial Solutions Centres (B.C.) Ltd.**, 2007 BCCA 481 — British Columbia Court of Appeal on the standard for a Mareva injunction and on worldwide scope.

B. Supreme Court Civil Rules

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

C. Standard Satisfied

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

1. Ivana Hrvatin — c/o last-known address in the City of Windsor, Ontario
2. David Sundin — c/o McTague LLP, Windsor, Ontario
3. Bart Seguin — c/o Shibley Righton LLP, Windsor/Toronto, Ontario
4. Sgt. Chris Renaud — c/o Windsor Police Service, 150 Goyeau Street, Windsor, Ontario
5. Dan Potvin — c/o Windsor Police Service, same address
6. Drew Dilkens — c/o Office of the Mayor, City of Windsor, 350 City Hall Square West, Windsor, Ontario
7. Jason Bellaire — c/o Windsor Police Service (retired), same address
8. Jason Crowley — c/o Windsor Police Service, same address (successor in office only)
9. Eddie Francis — c/o last-known address
10. The Honourable Justice John Paul Howard — c/o Superior Court of Justice, Ontario
11. Mary Jo Nolan — c/o last-known address
12. Dave Simetic — c/o last-known address
13. Sun Life Assurance Company of Canada — 1 York Street, Toronto, Ontario
14. Shibley Righton LLP — 250 University Avenue, Toronto, Ontario / Windsor office
15. The Windsor Police Service — 150 Goyeau Street, Windsor, Ontario
16. The Windsor Police Services Board — same address
17. John Doe Insurance Carriers #1-10 — identities to be disclosed by Norwich Pharmacal Order

SCHEDULE DD — ASSET FREEZE LIST

(Specific freeze targets under paragraph 3 of the Order sought)

DD.1 – Individual Respondent Financial Footprint

(a) Any and all accounts (chequing, savings, investment, margin, retirement, joint, trust, nominee, or otherwise) held at any Canadian financial institution by **Ivana Hrvatin** (alone or jointly) – including but not limited to:

- (i) Royal Bank of Canada
- (ii) Toronto-Dominion Bank / TD Canada Trust
- (iii) Bank of Montreal
- (iv) Bank of Nova Scotia / Scotiabank
- (v) Canadian Imperial Bank of Commerce / CIBC
- (vi) National Bank of Canada
- (vii) HSBC Canada (to the extent continuing)
- (viii) Laurentian Bank
- (ix) Desjardins
- (x) Tangerine
- (xi) EQ Bank
- (xii) Simplii Financial
- (xiii) any credit union of which the Respondent is a member

(b) Any cryptocurrency or digital-asset wallets identified through electronic-trace discovery as belonging to or under the control of any individual Respondent.

(c) Any real property in Canada or elsewhere held in whole or in part by any individual Respondent.

DD.2 – Sun Life Financial

(a) The original policy or policies on the life of Raffi Ceylan that funded the 19 September 2016 Hrvatin Transfer.

(b) Any successor, rider, converted, supplementary, or reinsurance instrument linked to those policies.

(c) Any account or balance at Sun Life held in the name of Ivana Hrvatin or under any designation where she is the beneficiary.

(d) Any commission or fee balances paid to Bill Benson or Carmen Yip in respect of the Ceylan file.

DD.3 – Shibley Righton LLP

(a) All operating accounts and client-trust accounts (general trust and specific trust) at any Canadian financial institution.

(b) Any retainer balance held in respect of the Raffi Ceylan estate, Ivana Hrvatin, or any related matter.

(c) Any partnership-capital balance of Bart Seguin held by the firm.

DD.4 – McTague LLP

(a) All operating accounts and client-trust accounts.

(b) Any retainer balance in respect of the Ceylan estate or David Sundin's matters touching this case.

DD.5 – John Doe Insurance Carriers

Any policy, trust account, reinsurance balance, or extended-contract benefit identified by the companion Norwich Pharmacal Order that touches:

(a) the Raffi Ceylan estate,

(b) the Hrvatin beneficiary designation, or

(c) any Windsor-Police-Service insurance product implicated by the Plaintiffs' pleading.

DD.6 – WPS Individual Respondents (Personal)

To the extent personal and not statutorily exempt, any pension-commutation balance, benefit plan, or personal insurance held in the name of the individual WPS Respondents.

Applicants' address for service:

Francesco Giovanni Longo (self-represented lead applicant)

[address to be inserted on filing]

Email: flongo11@gmail.com

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

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

End of Notice of Application — Mareva Injunction.