

DRAFT ORDER — MAREVA INJUNCTION (WORLDWIDE)

IN THE SUPREME COURT OF BRITISH COLUMBIA

VANCOUVER REGISTRY

NO. _____

BETWEEN:

**FRANCESCO GIOVANNI LONGO, LUCY CEYLAN, ARMIN
CEYLAN, and BETTY CEYLAN**

PLAINTIFFS

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

**ORDER (MAREVA INJUNCTION — EX PARTE,
WORLDWIDE)**

MADE BEFORE: The Honourable Justice _____

DATE: ____ day of _____, 2026

ON THE APPLICATION of the Plaintiffs, brought ex parte pursuant to Rule 8-4 of the Supreme Court Civil Rules, B.C. Reg. 168/2009, and s. 39 of the Law and Equity Act, R.S.B.C. 1996, c. 253, and on reading the Notice of Civil Claim, the Notice of Application for Mareva Injunction (Application #03), and the Affidavits of Francesco Giovanni Longo, Lucy Ceylan, Armin Ceylan, and Betty Ceylan sworn in support;

AND ON HEARING the Plaintiff Francesco Giovanni Longo, self-represented, as lead Plaintiff for the Plaintiffs;

AND ON the Plaintiffs through the lead Plaintiff having given the undertaking as to damages set out in Schedule B to this Order and the self-represented-indigent undertaking in Schedule C to this Order in lieu of a bond or payment into court;

AND FINDING that there is a good arguable case on the merits pleaded, a real risk of dissipation of assets on the particulars deposed, and a balance of convenience favouring the grant of interim relief on the basis of the authorities cited in the Application;

THIS COURT ORDERS THAT:

1. Freezing Order – Worldwide

1.1 The Defendant **Ivana Hrvatin** (the "Principal Respondent") is restrained, whether by herself, her servants, agents, or any person acting on her instructions or with her knowledge, from in any way disposing of, dealing with, diminishing, transferring, encumbering, pledging, or removing from the Province of British Columbia, from Canada, or from any jurisdiction in the world, any of her assets up to the aggregate value of **CAD \$500,000,000** (FIVE HUNDRED MILLION CANADIAN DOLLARS), whether held in her own name, in a nominee or trustee's name, jointly with another, or through any corporate, trust, partnership, or contractual vehicle through which she has direct or indirect beneficial interest. The aggregate value is justified per the Aggravated Damages Schedule at Exhibit 17, being the product of the twelve-defendant × multi-crime × ten-year × harm-

severity framework pleaded therein, and is without prejudice to upward adjustment upon Norwich Pharmacal disclosure of the Empire Life policy (Exhibit 15) and the Office of the Chief Coroner file (Exhibit 16).

1.2 The asset-type schedule set out at **Schedule A** to this Order applies for the avoidance of doubt to, without limiting, the freezing order in paragraph 1.1.

1.3 The same restraint binds each Defendant listed in Schedule D to this Order to the extent of that Defendant's actual or constructive possession, custody, or control of any asset derived directly or indirectly from the Hrvatin Transfer of 19 September 2016 particularised in paragraph 25 of the Notice of Civil Claim.

1.4 For greater certainty, the freezing order at paragraph 1.1 applies:

(a) to all funds transferred from Sun Life Assurance Company of Canada to the Principal Respondent on or about 19 September 2016 in excess of CAD \$600,000;

(b) to any investment, reinvestment, roll-over, or derivative of those funds;

(c) to any account (bank, brokerage, credit-union, trust, crypto-asset wallet, or other) into which those funds or any derivative have been traced; and

(d) to any real property, chattel, security, insurance contract, or other asset purchased in whole or in part with those funds.

2. Asset Disclosure

2.1 Within seven (7) days after service of this Order upon her, the Principal Respondent **shall file and serve** on the Plaintiffs, by sworn affidavit, a full and accurate disclosure of:

(a) every asset in her name, beneficial interest, or effective control, worldwide, with value in excess of CAD \$1,000;

(b) every account (banking, brokerage, crypto, trust, retirement, insurance) held, worldwide;

- (c) every real-property interest, worldwide;
- (d) every corporate, trust, or partnership interest, worldwide;
- (e) every debt owed to her and every debt owed by her, worldwide;
- (f) the complete history of dispositions, transfers, and dealings with the Hrvatin Transfer and its derivatives from 19 September 2016 to the date of swearing.

2.2 The same disclosure obligation, limited to the assets described in paragraph 1.3 above, applies to each Defendant listed in Schedule D.

3. Permitted Living Expenses

3.1 The Principal Respondent may, notwithstanding paragraph 1, expend up to **CAD \$5,000 per month** on ordinary living expenses and up to **CAD \$10,000 in aggregate** on legal expenses to respond to this action, upon giving the Plaintiffs and the Court seven (7) days' written notice of intent to so expend.

4. Penalty Clause — Criminal Contempt

4.1 Any breach of this Order may be punished as contempt of court. Any third party with notice of this Order who knowingly assists any Defendant in breaching it may also be held in contempt.

5. Third-Party Compliance

5.1 Every financial institution, insurer, law firm, registrar, securities intermediary, crypto-asset exchange, trustee, or other person holding or administering any asset of the Principal Respondent (or any other Defendant insofar as the Order applies to such Defendant) **shall**, upon being served with or otherwise coming into actual knowledge of this Order:

- (a) immediately freeze the relevant assets;
- (b) not act on any instruction of the Defendant to deal with or dispose of those assets; and

(c) within seven (7) days, file and serve on the Plaintiffs an accounting of all such assets held as of the date of service.

6. Undertaking as to Damages

6.1 The Plaintiffs, through the lead Plaintiff, have given the undertaking as to damages recorded at Schedule B hereto and, being indigent and self-represented, the limited-means undertaking at Schedule C, which the Court accepts in lieu of payment into court or a bond.

7. Return Date and Liberty to Apply

7.1 The return date for the hearing to continue, vary, or discharge this Order is fixed for the ____ day of _____, 2026, being fourteen (14) days from the date of this Order, in Vancouver.

7.2 Any Defendant affected by this Order has liberty to apply, on 48 hours' notice to the Plaintiffs, to vary or discharge it before the return date.

8. Service

8.1 The Plaintiffs shall serve this Order on each Defendant in accordance with the companion Service Plan (Filing #11) and in accordance with Rules 4-2, 4-3, and (where ordered) 4-4 of the Supreme Court Civil Rules.

8.2 Service on each financial-institution custodian and each John Doe Insurance Carrier identified in the Norwich Pharmacal Order (Filing #10) shall include delivery of a sealed copy of this Order and of the Schedules hereto.

9. Ancillary

9.1 The Registrar is directed to seal the affidavits filed in support of this Application pending the return date, on the basis that premature public disclosure could defeat the purpose of the Order.

9.2 Costs of this Application reserved.

SCHEDULE A — ASSET-TYPE SCHEDULE (NON-EXHAUSTIVE)

The freezing order at paragraph 1.1 applies to:

1. Cash held in any currency, worldwide, including demand deposits, savings deposits, certificates of deposit, term deposits, and money-market instruments.
 2. Accounts at Schedule I banks, Schedule II banks, credit unions, and trust companies, whether Canadian or foreign.
 3. Brokerage and investment accounts, including securities held in margin accounts.
 4. Registered accounts: RRSPs, RRIFs, TFSAs, RESPs, LIRAs, LIFs.
 5. Pension entitlements and severance entitlements.
 6. Life-insurance policies, annuity contracts, and segregated-fund contracts.
 7. Crypto-asset holdings at every exchange, custodial wallet, and self-custody wallet.
 8. Precious metals, jewellery, and other chattels of value in excess of CAD \$1,000.
 9. Real-property interests (freehold, leasehold, condominium, time-share), worldwide.
 10. Corporate shares and partnership interests.
 11. Trust interests, whether as settlor, trustee, protector, or beneficiary.
 12. Intellectual-property rights of monetary value.
 13. Receivables owed to the Principal Respondent.
 14. Safety-deposit boxes and similar custodial arrangements.
 15. Any other asset, tangible or intangible, of value in excess of CAD \$1,000.
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SCHEDULE B — UNDERTAKING AS TO DAMAGES

The Plaintiffs, through the lead Plaintiff Francesco Giovanni Longo, undertake to abide by any Order as to damages that this Court may make if it later appears that this Order has caused loss to the Defendants or to any person served with it or affected by it and if the Court considers that the Defendants or such other person should be compensated for that loss.

SCHEDULE C — INDIGENT SELF-REPRESENTED UNDERTAKING

The lead Plaintiff, being indigent and self-represented, further undertakes:

1. To assign into trust, pending any damages adjudication, any recovery obtained in this action up to the amount of any damages this Court finds have been caused by this Order;
 2. To cooperate fully with any damages-inquiry procedure this Court establishes;
 3. To consent, without prejudice, to any supplementary security requirement this Court determines is necessary in lieu of a cash bond, including pledge of any award otherwise payable to the Plaintiffs.
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SCHEDULE D — DEFENDANTS SUBJECT TO DERIVATIVE-ASSET RESTRAINT

The derivative-asset restraint in paragraph 1.3 applies to:

1. **Ivana Hrvatin** (Principal Respondent — primary restraint)

2. **Sun Life Assurance Company of Canada** (as custodian of originating funds)
 3. **Shibley Righton LLP** (to extent of trust-account balances)
 4. **David Sundin / McTague LLP** (to extent of trust-account balances)
 5. **Dave Simetic** (to extent of funds traceable)
 6. **John Doe Insurance Carriers #1-10** (upon identification by Norwich Pharmacal Order)
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SCHEDULE E – CUSTODIAN SERVICE LIST (INTEGRATED WITH NORWICH ORDER #10)

- Bank of Montreal · 129 Saint Clair Avenue West, Toronto ON
- The Bank of Nova Scotia · 44 King Street West, Toronto ON
- CIBC · 199 Bay Street, Toronto ON
- Royal Bank of Canada · Royal Bank Plaza, Toronto ON
- Toronto-Dominion Bank · 66 Wellington Street West, Toronto ON
- National Bank of Canada · 600 De La Gauchetière Ouest, Montréal QC
- HSBC Bank Canada · 885 West Georgia Street, Vancouver BC
- Desjardins Group · 100 Des Commandeurs, Lévis QC
- Meridian Credit Union · 75 Corporate Park Drive, St. Catharines ON
- Libro Credit Union · 217 York Street, London ON
- Sun Life Assurance Company of Canada · 1 York Street, Toronto ON
- Manulife Financial · 200 Bloor Street East, Toronto ON
- Canada Life · 100 Osborne Street North, Winnipeg MB
- iA Financial Group · 1080 Grande Allée Ouest, Québec QC
- RBC Insurance · 6880 Financial Drive, Mississauga ON
- Desjardins Insurance · 200 Des Commandeurs, Lévis QC
- Shibley Righton LLP · 250 University Avenue, Toronto ON
- McTague LLP · 456 Ouellette Avenue, Windsor ON
- Coinbase Canada / Coinsquare / NDAX · (crypto-asset custodian addresses per Norwich service list)
- LawPRO · 250 Yonge Street, Toronto ON

End of Draft Order — Mareva Injunction (Worldwide). Sealed pending return date.