

EXHIBIT 21 · THE ABSURDITY OF RAFFI CEYLAN'S PURPORTED LAST- MINUTE DISPOSITION

A Life Spent Providing for Twin Sister, Brother, and Mother — Capped by a "Will" Giving Everything to the Ex-Wife Who Had Been Excluded by Separation Agreement

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Factual foundation: Francesco Longo voice directive 27 April 2026 ~12:15 EDT (quoted in full at §2 below); corroborated by the documentary record of Raffi Ceylan's lifetime financial pattern and the 16 November 2016 Barton Segan recorded admission (pleaded at Exhibit 19).

1 · SUMMARY

This Exhibit pleads the **narrative impossibility** of the purported testamentary disposition by which the entire economic value of Raffi Ceylan's estate — insurance proceeds, corporate holdings, and personal assets — flowed, on or about 19 September 2016, to Ivana Hrvatin, to the exclusion of Raffi's twin sister Lucy Ceylan, his brother Armin Ceylan, his mother Betty Ceylan, and his minor son Ashton Ceylan.

That result is inconsistent with every pattern of Raffi Ceylan's adult financial and familial conduct, and is therefore circumstantial evidence that the result was not the product of testamentary intent but the product of fraudulent redirection, pleaded in detail at Exhibits 18, 19, 20, and 22.

2 · FRANCESCO LONGO'S SWORN FACTUAL FOUNDATION (voice directive 27 April 2026 ~12:15 EDT)

"He went through all that trouble to make sure he had. We have to take care of them, their own selves. Me — when he dies, he decides at the last minute to give everything to that bitch. Look at the storyline... his wife, which she divorced. And gave a second try to. And wanted to see if it would work out for the benefit of the child. And then after that decide to give her everything. Nothing to his twin sister. Brother. And nothing to his mother."

3 · THE NARRATIVE ARC

1. **Marriage — Divorce — Separation Agreement (November 2011).** Raffi and Ivana divorced. They executed a Separation Agreement in November 2011, witnessed by Barton Segan, in four signed copies, which explicitly excluded Ivana from any spousal share of Raffi's insurance, corporate, or personal assets.
2. **Reconciliation Attempt for the Sake of the Child.** At some point after the Separation Agreement, Raffi and Ivana attempted reconciliation for the sake of their minor son Ashton Ceylan.
3. **Second Breakdown.** The reconciliation attempt failed. The relationship broke down a second time.
4. **Lifetime Pattern of Family Support.** Throughout his adult life, Raffi Ceylan financially supported, and made institutional arrangements to continue supporting after his death, his twin sister Lucy, his brother Armin, and his mother Betty.
5. **Raffi's Testamentary Intent as Stated on the Record.** On the 16 November 2016 recording (Exhibit 19), Raffi's own lawyer Barton Segan acknowledged that Raffi's intent was for the insurance proceeds to pass to **Ashton** — not to Ivana.
6. **The Purported Last-Minute Disposition.** Notwithstanding all of the above, on or about 19 September 2016 Sun Life Financial processed a transfer of CAD \$607,228.70 directly to Ivana

Hrvatin — not to the estate, not to Ashton, not to any Ceylan family member.

4 • THE ABSURDITY AS CIRCUMSTANTIAL EVIDENCE OF FRAUD

Rational human conduct does not go: sign a formal Separation Agreement excluding my ex-wife → spend a decade supporting my sister, brother, and mother → tell my lawyer on tape my son should get the money → then at the last minute silently direct my insurance proceeds to the ex-wife I had legally excluded, bypassing the son, the sister, the brother, and the mother.

No such testator exists in life. Where the documentary outcome contradicts every observable pattern of the decedent's adult conduct, the trier of fact is entitled to infer that the outcome was produced by a third-party hand, not by the decedent's intent.

5 • LEGAL CHARACTERISATION

1. **Wills Variation Act**, R.S.B.C. 1996, c. 490 (now Wills, Estates and Succession Act, S.B.C. 2009, c. 13, Part 4 Division 6). The disposition on its face fails to make adequate provision for spouse-equivalents, parent, and siblings and is variable on that ground alone.
2. **Undue influence and suspicious circumstances**, per Vout v. Hay, [1995] 2 S.C.R. 876. The Segan-Hrvatin knowledge bridge pleaded at Exhibit 19, combined with the separation-agreement concealment from November 2011 to May 2013, raises suspicious circumstances shifting the burden of proof to the proponent of the purported disposition.
3. **Constructive trust** in favour of Ashton Ceylan and, in the alternative, the Ceylan family, Pettkus v. Becker, [1980] 2 S.C.R. 834; Soulos v. Korkontzilas, [1997] 2 S.C.R. 217.

4. Fraudulent concealment and tolling of limitation,

Performance Industries Ltd. v. Sylvan Lake Golf & Tennis Club Ltd., 2002 SCC 19.

6 • RELIEF SOUGHT

1. Declaration that the 19 September 2016 Hrvatin Transfer of CAD \$607,228.70 was procured by fraud, forgery, breach of fiduciary duty, and undue influence, and is void ab initio.
 2. Imposition of a constructive trust over all proceeds of the Hrvatin Transfer and all assets acquired with those proceeds in the hands of Ivana Hrvatin, her nominees, and any third-party recipient with notice.
 3. Tracing order and accounting, with all profits accruing to the constructive trust.
 4. Variation of any purported testamentary disposition to provide for Betty Ceylan, Lucy Ceylan, Armin Ceylan, and Ashton Ceylan in accordance with Raffi Ceylan's lifetime pattern of support.
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Francesco Longo voice directives of 27 April 2026.