



NO. Court File No. VLC-S-S-262693
VANCOUVER REGISTRY

IN THE SUPREME COURT OF BRITISH COLUMBIA

BETWEEN:

MEGAN BECKMANN

PLAINTIFF

AND:

CRÉDIT TOLEDO INC./TOLEDO CREDIT INC.,
AVILA WARRANTY INC./GARANTIE AVILA INC.,
SERVICES FINANCIERS DONOVAN INC.,
PASCAL CÔTÉ, FRANÇOIS R. BOSSÉ

DEFENDANTS

Brought under the *Class Proceedings Act*, R.S.B.C. 1996, c.50

NOTICE OF CIVIL CLAIM

[Rule 22-3 of the Supreme Court Civil Rules applies to all forms.]

This action has been started by the plaintiff(s) for the relief set out in Part 2 below.

If you intend to respond to this action, you or your lawyer must

- (a) 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
- (b) serve a copy of the filed response to civil claim on the plaintiff.

If you intend to make a counterclaim, you or your lawyer must

- (a) file a response to civil claim in Form 2 and a counterclaim in Form 3 in the above-named registry of this court within the time for response to civil claim described below, and
- (b) serve a copy of the filed response to civil claim and counterclaim on the plaintiff and on any new parties named in the counterclaim.

JUDGMENT MAY BE PRONOUNCED AGAINST YOU IF YOU FAIL to file the response to civil claim within the time for response to civil claim described below.

Time for response to civil claim

A response to civil claim must be filed and served on the plaintiff(s),

- (a) if you were served with the notice of civil claim anywhere in Canada, within 21 days after that service,
- (b) if you were served with the notice of civil claim anywhere in the United States of America, within 35 days after that service,
- (c) if you were served with the notice of civil claim anywhere else, within 49 days after that service, or
- (d) if the time for response to civil claim has been set by order of the court, within that time.

ENDORSEMENT FOR SERVICE OUTSIDE OF BRITISH COLUMBIA

The Plaintiff claims the right to serve this pleading on the defendants, Avila Warranty Inc./ Garantie Avila Inc., Services financiers Donovan inc., Pascal Côté, François R. Bossé, outside British Columbia on the grounds that this proceeding concerns: contractual obligations to be performed, to a substantial extent, in British Columbia; torts committed in British Columbia; and business carried on in British Columbia, pursuant to Rule 4-5(2) of the Supreme Court Civil Rules and sections 10(e), 10(g), and 10(h) of the *Court Jurisdiction and Proceedings Transfer Act*, R.S.B.C. 2003, c. 28, and amendments thereto.

CLAIM OF THE PLAINTIFFS

Part 1: STATEMENT OF FACTS

The Parties

1. The plaintiff, Megan Beckmann, is resident of British Columbia and has been a resident of British Columbia at all material times, and has an address for service in these proceedings at 2200 – 1177 West Hastings Street, Vancouver, British Columbia.
2. The defendant, Crédit Toledo Inc./Toledo Credit Inc., formerly known as Toledo Credit Checks Inc. ("**Toledo Credit**"), is an extra provincial corporation registered under the laws of Canada, with a registered and records office in British Columbia at 200-7404 King George Boulevard, Surrey, British Columbia, V3W 1N6.
3. Toledo Credit carries on the business of lending money across Canada under the name "Toledo Credit" by telephone and over the internet through their website at <https://toledocredit.ca/>.
4. The defendant, Avila Warranty Inc./Garantie Avila Inc. ("**Avila**"), is a corporation registered under the laws of Canada with a registered and records office at 700 Old Highway 17, Plantagenet, ON K0B 1L0, care of François R. Bossé.
5. Avila carries on the business of guaranteeing loans advanced by Toledo Credit and collecting debts from consumers in respect of such loans.

6. The defendant, Services financiers Donovan inc. ("**Donovan Inc.**"), is a corporation registered under the laws of Québec with a registered and records office at 400-6500 aut. Félix-Leclerc Pointe-Claire, Québec, H9R 0A5.
7. The defendant, Pascal Côté, is a director of Toledo Credit and Donovan Inc. and is a resident of Québec. At all material times, Pascal Côté was the sole director and shareholder of Toledo Credit and Donovan Inc. and exercised effective and actual control over, and directed the management of Toledo Credit and Donovan Inc.
8. The defendant, François R. Bossé, is a director of Avila and is a resident of Ontario. At all material times, François R. Bossé was the sole director and shareholder of Avila and exercised effective and actual control over, and directed the management of, Avila.
9. At all material times, the defendants, Toledo Credit, Donovan Inc. and Avila carried on business as a partnership or joint venture to provide loans to residents of Canada with a common view of profit.

The Class

10. The representative Plaintiff brings this action on her own behalf and on behalf of all persons who obtained a loan from Toledo Credit for an amount of \$1,500.00 or less on or after September 5, 2023 (the "**Class Members**").

Conspiracy

11. In or about 2023, Messrs. Côté and Bossé (collectively referred to herein as the "**Defendant Directors**") agreed with each other to implement a scheme to provide loans to residents of Canada in order to earn profits on those loans at an unlawful rate of interest (the "**Conspiracy**"). To implement that scheme, the Defendant Directors, or each of them, caused Toledo Credit, Donovan Inc. and Avila to be formed or continued and then caused those corporate defendants to agree to participate in and to carry out the scheme as particularized below. Toledo Credit, Donovan Inc. and Avila thereby became parties to the Conspiracy.
12. At all material times, the Defendant Directors, or each of them, exercised effective and actual control over and directed the management of Toledo Credit, Donovan Inc. and Avila. The operations of Toledo Credit, Donovan Inc. and Avila are organized so they function as one integrated business pursuing common purposes and objectives.

Toledo Credit's Loans

13. Since September 5, 2023, Toledo Credit has been in the business of providing, and has provided, short-term loans by telephone and over the internet to individuals across Canada for a minimum term of 122 days to a maximum term of 365 days and for amounts between \$500 to \$1500 in \$250 increments (the "**Loans**").
14. Under Toledo Credit's standard operating procedures, the term of the Loans are set by Toledo Credit in relation to the amount of the Loans, as follows:

Principal Amount of Loan	Approximate Term of Loan
\$500	122 days
\$750	183 days
\$1000	243 days
\$1250	304 days
\$1500	365 days

15. At all material times, Toledo Credit advanced Loans pursuant to standard form loan agreements and upon terms that required the borrower to pay, together with repayment of the principal amount of the Loans and nominal interest on the principal ("**Nominal Interest**"), a weekly guarantee fee which was 6% of the principal amount of the Loans (the "**Guarantee Fees**", and referred to with the Nominal Interest as the "**Loan Fees**").
16. Under its standard operating procedures and the terms of its standard form loan agreements, at all material times, Toledo Credit would require a borrower, in order to obtain Loans:
- (a) To provide Toledo Credit with a void personal cheque or pre-authorized payment form from the borrower's bank account (the "**Payment Authorization**"), such that Toledo Credit may directly debit the borrower's bank account for the principal amount of the Loans, Nominal Interest, Guarantee Fees, and any other amounts owing in respect of the Loans. Toledo Credit would use this Payment Authorization to obtain repayment of the Loans with Nominal Interest and the Guarantee Fees in installments, or alternatively, would permit the borrower to repay on or before the due date of the Loans.
 - (b) To enter into a collateral agreement with a guarantor acceptable to Toledo Credit (the "**Guarantor**") to guarantee the borrower's obligations to Toledo Credit under the terms of the Loan. If the borrower defaulted on its obligations to Toledo Credit, Toledo Credit reserved the right to assign its debt claim against the borrower to the Guarantor.
17. At all material times, Avila acted as the Guarantor of Loans advanced to borrowers by Toledo Credit and Avila collected the principal amounts of the Loans and the Loan Fees from borrowers that defaulted on their obligations to Toledo Credit in respect of Loans advanced by Toledo Credit, after Toledo Credit assigned its debts claim against the borrower to Avila.
18. Under its standard operating procedures and the terms of its standard form guarantee agreements, at all material times Avila would require the borrower to pay the Guarantee Fees to Toledo Credit, and Avila would collect the Guarantee Fees from Toledo Credit.

19. Toledo Credit has advanced Loans to the Class Members in the manner and on the terms set out in paras. 11 through 16 (the "**Class Loans**").
20. Donovan Inc. collected funds pursuant to Class Loans on behalf of Toledo Credit and/or Avila from Class Members.
21. The Class Loans advanced by Toledo Credit and collected by Donovan Inc. were advanced and collected at the direction of and for the benefit of the Defendant Directors, or each of them. The Nominal Interest and Guarantee Fees received by Toledo Credit, Donovan Inc. and/or Avila in respect of the Class Loans were paid in part to the Defendant Directors, or each of them, or were used or transferred by Toledo Credit, Donovan Inc. and/or Avila at the direction of the Defendant Directors.

The Plaintiff's Class Loan

22. The Plaintiff obtained a Class Loan from Toledo Credit on or about October 15, 2025 in the amount of \$750.00 (the "**Plaintiff's Class Loan**") pursuant to a standard form loan agreement dated October 15, 2025, the material terms of which provided, *inter alia*:
 - (a) the Nominal Interest rate on the principal advanced was to be 19.99% per annum, compounded daily;
 - (b) the Guarantee Fee is \$45 per week over the term of the Plaintiff's Class Loan;
 - (c) the Plaintiff's total obligation is \$1,868.04;
 - (d) the Plaintiff's total obligation to Toledo Credit is payable in 12 installments of \$155.67 due every two weeks, with the first installment due on November 7, 2025 and the final installment due on April 10, 2026;
 - (e) Toledo Credit holds an endorsement with a Guarantor as security for the Plaintiff's obligations; and
 - (f) if the Plaintiff defaults on her obligations under the Plaintiff's Class Loan, the Plaintiff's total obligation is immediately payable and Toledo Credit may assign its debt claim against the Plaintiff to the Guarantor.
23. Toledo Credit provided the Plaintiff with a standard form guarantee agreement naming Avila as the Guarantor of the Plaintiff's Class Loan, at the same time Toledo Credit provided the Plaintiff with the standard form loan agreement referred to in paragraph 22 above.
24. Avila and the Plaintiff executed the guarantee agreement provided by Toledo Credit on or about October 15, 2025, the material terms of which provide, *inter alia*:
 - (a) Avila guarantees the Plaintiff's obligations to Toledo Credit in respect of the Plaintiff's Class Loan;

- (b) the Guarantee Fees are the equivalent of 6% per week of the value of the principal advanced by Toledo Credit to the Plaintiff;
 - (c) the value of the Guarantee Fees total \$1,080;
 - (d) the Plaintiff authorizes Avila to demand the Guarantee Fees from Toledo Credit; and
 - (e) if the Plaintiff defaults on her obligations to Toledo Credit in respect of the Plaintiff's Class Loan, Avila is entitled to claim against the Plaintiff for any amounts paid by Avila to Toledo Credit, and Avila is entitled to charge interest on the amount thus claimed.
25. Toledo Credit directed the Plaintiff to make all payments for Loan Fees related to the Plaintiff's Class Loan to Donovan Inc.
26. The Plaintiff repaid the Plaintiff's Class Loan on or about April 10, 2026 as directed by Toledo Credit to Donovan Inc.
27. Toledo Credit, Donovan Inc. and/or Avila has received \$1,868.04 from the Plaintiff for Loan Fees in respect of the Plaintiff's Class Loan, comprising:
- (a) repayment of the principal amount of the loan at the due date of the Plaintiff's Class Loan;
 - (b) Nominal Interest on the principal amount advanced; and
 - (c) weekly Guarantee Fees of 6% of the principal amount advanced.

Part 2: RELIEF SOUGHT

1. The Plaintiff and Class Members claim against all of the defendants, jointly and severally:
- (a) an order certifying this action as a class proceeding pursuant to the *Class Proceedings Act*, RSBC 1996, c 50;
 - (b) a declaration that the Loan Fees charged by Toledo Credit and/or Avila are interest within the meaning and for the purpose of s. 347 of the *Criminal Code*, R.S.C. 1985, c. C-46;
 - (c) a declaration that the standard form loan agreements and guarantee agreements used by Toledo Credit and Avila to provide the Class Loans to the Class Members are illegal and void or voidable;
 - (d) a declaration that the defendants, or each of them, have contravened the consumer protection laws as provided in paras. 14 - 26 of Part 3 of this Notice of Civil Claim, and the Class Members are entitled to monetary damages and/or restitution in the amount equivalent to the Unlawful Loan Fees as defined in para. 8 of Part 3;

- (e) a declaration that the Unlawful Loan Fees, as defined in para. 8 of Part 3 below, received by the defendants were received and are held in constructive trust for the benefit of the Class Members;
- (f) an accounting and restitution to the Plaintiff and Class Members of all Loan Fees received by the defendants;
- (g) a declaration pursuant to s. 172(1)(a) of the *Business Practices Consumer Protection Act*, R.S.B.C. 2004, c.2 (the "**BPCPA**") that the collection by Toledo Credit, Donovan Inc. and/or Avila of the Unlawful Loan Fees, constitutes an unconscionable trade act or practice, contrary to s. 8(1) of the *BPCPA*.
- (h) an order pursuant to s. 172(3)(a) of the *BPCPA* that Toledo Credit, Donovan Inc. and/or Avila restore to the Class Members the money that Toledo Credit, Donovan Inc. and/or Avila received from the collection of the Unlawful Loan Fees from the Class Members in contravention of the *BPCPA*.
- (i) damages for conspiracy;
- (j) an order for the aggregate assessment of the monetary relief, including any punitive damages, pursuant to s. 29 of the *Class Proceedings Act*;
- (k) pre-judgment and post-judgment interest pursuant to the *Court Order Interest Act*, R.S.B.C. 1996, c. 79;
- (l) the costs of administering the plan of distribution of the recovery in this proceeding, and the costs of notice to the Class Members; and
- (m) such further and other relief that, as to this Honourable Court, deems just.

Part 3: LEGAL BASIS

Section 347(1) of the *Criminal Code*

1. All Loan Fees charged and collected by the defendants, or each of them, from the Class Members, including the Loan Fees charged by the defendants, or each of them, in respect of the Plaintiff's Class Loan, constitute "interest" for the purposes of s. 347 of the *Criminal Code*.
2. The effective annual rate of interest paid by the Class Members and earned by the defendants as a result of the collection of all Loan Fees in relation to the Class Loans, including the effective rate of interest paid by the Plaintiff and earned by the defendants, or each of them, as a result of the collection of the Loan Fees in respect of the Plaintiff's Class Loan, far exceeds 35% (and in fact exceed 60%) on the principal amount of each loan, calculated in accordance with generally accepted actuarial practices and principles, and constitutes a criminal rate of interest as defined in s. 347(1) of the *Criminal Code*.
3. The terms of the standard procedures or standard form agreements used by the defendants, or each of them, for the advance of the Class Loans to the Class Members, including the procedures or agreements used by the defendants to advance the Plaintiff's Class Loan, required the payment of the Loan Fees on the due date of the Class Loan in

an amount resulting in an effective annual rate of interest on the Class Loans in excess of 35% (and in fact exceed 60%), and constitute agreements or arrangements to receive interest at a criminal rate, contrary to s. 347(1) of the *Criminal Code*.

4. The collection by the defendants, or each of them, of the Loan Fees from the Class members, in relation to the Class Loans, including the Loan Fees collected in respect of the Plaintiffs Class Loan, constitutes the receipt of interest at a criminal rate, contrary to s. 347(1) of the *Criminal Code*.
5. The defendants, or each of them, knowingly and deliberately, entered into arrangements for the advance of the Class Loans to the Class Members and received fees in respect of those Loans contrary to s. 347(1) of the *Criminal Code* for the purpose of earning an unlawful rate of return on those Class Loans provided by Toledo Credit.
6. The receipt by the Defendant Directors, or each of them, of some or all of the Loan Fees collected by Toledo Credit, Donovan Inc. and/or Avila, and the use and transfer of those Loan Fees by Toledo Credit, Donovan Inc. and/or Avila at the direction of the Defendant Directors, constitute the receipt by the Defendant Directors, or each of them, of interest contrary to s. 347(1) of the *Criminal Code*.
7. Toledo Credit, Donovan Inc. and/or Avila, at the direction of and for the benefit of the Defendant Directors, or each of them, have, knowingly and deliberately, entered into agreements for the advance of the Class Loans to the Class Members on terms and received fees in respect of those Loans for the purpose of earning an unlawful rate of return on the Class Loans from the Class Members contrary to s. 347(1) of the *Criminal Code*.

Unjust Enrichment

8. The defendants have been enriched by the receipt of the Loan Fees paid by the Class Members in respect of their Class Loans which have resulted in the receipt of interest on the Class Loans in excess of the maximum rate of interest permitted by s. 347(1) of the *Criminal Code* (the "**Unlawful Loan Fees**"), and in particular, the defendants have been enriched by the receipt of the Unlawful Loan Fees paid by the Plaintiff.
9. Each of the Class Members has been deprived by the payment of the Unlawful Loan Fees that each Class Member has paid in relation to the Class Loans, and in particular, the Plaintiff has been deprived by the payment of the Unlawful Loan Fees in respect of the Plaintiff's Class Loan.
10. There is no juristic reason why the defendants, or each of them, should have received or should retain the benefit of the Unlawful Loan Fees paid by each of the Class Members, which have resulted in the receipt by the defendants of interest at a criminal rate, and in particular, there is no juristic reason why the defendants should retain the benefit of the Unlawful Loan Fees paid by the Plaintiff.
11. As set out in paras. 8 through 10 above, the defendants have been unjustly enriched by the collection of Unlawful Loan Fees from the Plaintiff and other members of the Class in

relation to their Class Loans, and the defendants, or each of them, hold the unlawful benefit they have received pursuant to the collection of these Unlawful Loan Fees from the Plaintiff and other the Class Members in trust for them.

Constructive Trust and Accounting

12. The defendants, or each of them, hold the unlawful benefit they received pursuant to the collection of all these Unlawful Loan Fees from the Class Members in constructive trust for them because:
 - (a) monetary damages are inadequate;
 - (b) the standard form loan agreements and guarantee agreements used by Toledo Credit and Avila to provide the Class Loans to the Class Members are illegal and void or voidable;
 - (c) there is a link between the contribution that founds the action and the property in which the constructive trust is claimed.
13. The Class is entitled to an accounting of the Unlawful Loan Fees that are held in constructive trust.

Breach of Provincial Consumer Protection Legislation

14. The Plaintiff and all Class Members who obtained a loan from Toledo Credit are "consumers" within the meaning of the applicable consumer protection laws for their Canadian province of residence, except Nova Scotia, as detailed in Schedule A.
15. The Loans advanced by Toledo Credit to the Class Members are "consumer transactions" within the meaning of the applicable consumer protection laws for their Canadian province of residence, except Nova Scotia, as detailed in Schedule A.
16. The guarantee by Avila of the Loans advanced by Toledo Credit to the Class Members are "consumer transactions" within the meaning of the applicable consumer protection laws for their Canadian province of residence, except Nova Scotia, as detailed in Schedule A.
17. Toledo Credit and Avila are both a "supplier", "merchant" and/or "creditor" within the meaning of the applicable consumer protection laws as detailed in Schedule A.
18. The defendants, or each of them, knew or ought to have known that offering and/or providing the Class Loans was a "deceptive act or practice" or "unconscionable act or practice" under the *BPCPA*.
19. The terms and conditions upon which Toledo Credit has advanced the Class Loans to members of the Class, including the terms upon which Toledo Credit advanced the Plaintiff's Class Loan, and terms upon which Avila guaranteed the Class Loans, pursuant to which terms the Plaintiff and other Class Members have paid interest on their Class Loans at a criminal rate, are so harsh and adverse to the Class Members and the Plaintiff

as to be inequitable, and the making of the Class Loans on such terms constitutes an unconscionable act or practice by the defendants, or each of them, within the meaning of s. 8(1) of the *BPCPA*.

20. The collection by Toledo Credit, Donovan Inc. and/or Avila of the Loan Fees which results in the receipt by Toledo Credit and/or Avila of interest at a criminal rate, within the meaning of s. 347 of the *Criminal Code*, constitutes an unconscionable act or practice within the meaning of s. 8(1) of the *BPCPA*.
21. As a result of the unconscionable acts and practices of Toledo Credit, Donovan Inc. and/or Avila set out in paras. 18 to 20 above, Toledo Credit, Donovan Inc. and/or Avila has received the benefit of the Unlawful Loan Fees paid by the Plaintiff and other Class Members.
22. As a result of the breaches of the *BPCPA*, and in particular s. 8, the transactions between the defendants, or each of them, and the Class Members, and/or any agreements to pay the Loan Fees, is not binding on those Class Members pursuant to s. 10 of the *BPCPA*.
23. The Class Members have an interest in the funds received by the defendants, or each of them, on account of Loan Fees paid and accrued interest that was earned on the monies paid to the defendants, or each of them. Those funds were obtained in breach of ss. 4-5 and 8-9 of the *BPCPA*, and which are also not binding on the consumer per s. 10(1) of the *BPCPA*. The Class Members have a right to make a claim for damages under s. 171 of the *BPCPA*.
24. As a result of the defendants', or each of them, breaches of the *BPCPA*, the Class Members are entitled to a declaration under s. 172(1)(a) of the *BPCPA*, an injunction under s. 172(2) of the *BPCPA*, and a restoration order under s. 172(3)(a) of the *BPCPA*.
25. The Class Members further plead and rely on the consumer protection laws of other provinces as detailed in Schedule A. The defendants, or each of them, have breached the consumer protection laws of other provinces and those respective Class Members are entitled to remedies under those respective consumer protection laws.
26. The Class Members plead and rely upon the applicable consumer protection laws that guarantees access to the courts for relief, including class action relief.

Conspiracy

27. The defendants have committed the following unlawful and overt acts and furtherance of the Conspiracy:
 - (a) The Defendant Directors designed and implemented a business model in which Toledo Credit, Donovan Inc. and/or Avila would charge and receive the Loan Fees, then transfer those Loan Fees received to or at the direction of the Defendant Directors, or each of them. This business model was designed with the intention of and for the purpose of circumventing s. 347(1) of the *Criminal Code*.

- (b) Toledo Credit and Avila entered into contracts with Class Members that required the payment of Loan Fees in contravention of s. 347(1) of the *Criminal Code* and together with Donovan Inc. received payment of Loan Fees in contravention of s. 347(1)(b) of the *Criminal Code*.
 - (c) The Defendant Directors, or each of them, knowingly caused, directed, abetted or counseled the defendants, or each of them, to enter into contracts with the Class Members that required the payment of the Loan Fees and to receive payment of those Loan Fees, and in doing so contravened s. 21 and s. 22 of the *Criminal Code*, and received partial payment of the Loan Fees contrary to s. 347(1)(b) of the *Criminal Code*.
28. Each of the defendants knew or ought to have known that the unlawful acts each of them committed in furtherance of the Conspiracy were likely to cause harm and injury to the Class Members, including the Plaintiff.
29. As a result of the unlawful acts in furtherance of the Conspiracy, the Class Members, including the Plaintiffs, have suffered damage and loss through the payment of the Unlawful Loan Fees

Joint and Several Liability of the Defendant Directors

30. The Defendant Directors are jointly and severally liable for the acts of Toledo Credit, Donovan Inc. and Avila in advancing and/or collecting Loans to Class Members on terms that offends 347(1) of the *Criminal Code*, and collecting Unlawful Loan Fees in relation to those Loans that are prohibited by s. 347(1) of the *Criminal Code*, as these criminal acts were committed by Toledo Credit, Donovan Inc. and Avila at the direction and under the control and for the benefit of Messrs. Côté and Bossé, who at all times was the directing minds of Toledo Credit, Donovan Inc. and Avila, respectively.

Punitive Damages

33. The conduct of Toledo Credit, Donovan Inc. and Avila in:
- (a) advancing or acting in a conspiracy to advance Loans to Class Members, on terms which are prohibited by s. 347(1)(a) of the *Criminal Code* and which are unconscionable under the applicable consumer protection laws as particularized in paras. 14 to 26 of Part 3 herein; and
 - (b) collecting or acting in a conspiracy to collect the Loan Fees from the Class members, in a manner which has resulted in the receipt by Toledo Credit, Donovan Inc. and/or Avila of interest at a criminal rate, contrary to s. 347(1)(b) of the *Criminal Code* and which is unconscionable under applicable consumer protection laws;

and the conduct of Messrs. Côté and Bossé in:

- (c) advancing, and directing Toledo Credit and Avila to advance, or acting in a conspiracy to advance, Loans to Class Members on terms which are

prohibited by s. 347(1)(a) of the *Criminal Code* and which are unconscionable acts and practices under applicable consumer protection laws; and

- (d) collecting, directing Toledo Credit, Donovan Inc. and Avila to collect, and receiving or directing the transfer or use of, the Loan Fees from the Class Members, or acting in a conspiracy to collect, receive and distribute those Loan Fees, which has resulted in the receipt by the Defendant Directors of interest at a criminal rate, contrary to s. 347(1)(b) of the *Criminal Code*,

is conduct which has been intentionally and deliberately undertaken by the defendants, or each of them, to exploit the economic vulnerability and necessitous circumstances of the Class Members, including the Plaintiff, and constitutes high-handed conduct which demonstrates a wanton indifference to its unlawfulness. Such conduct offends the moral standards of the community and warrants the condemnation of this Court.

Plaintiffs' address for service:

Westpoint Law Group
2200 – 1177 West Hastings Street
Vancouver, BC V6E 2K3

Fax number address for service (if any):

N/A

E-mail address for service (if any):

service@westpointlawgroup.com

Place of trial:

Vancouver, B.C.

The address of the registry is:

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

Date: May 1, 2026



Signature of lawyer for the Plaintiff,
Polina H. Furtula

Rule 7-1 (1) of the Supreme Court Civil Rules states:

- (1) Unless all parties of record consent or the court otherwise orders, each party of record to an action must, within 35 days after the end of the pleading period,
 - (a) prepare a list of documents in Form 22 that lists
 - (i) all documents that are or have been in the party's possession or control and that could, if available, be used by any party at trial to prove or disprove a material fact, and
 - (ii) all other documents to which the party intends to refer at trial, and
 - (b) serve the list on all parties of record.

APPENDIX

[The following information is provided for data collection purposes only and is of no legal effect.]

Part 1: CONCISE SUMMARY OF NATURE OF CLAIM:

The Plaintiff seeks restitution of unlawful interest and restoration of losses suffered from unconscionable trade acts and practices in connection the defendants' loan business.

Part 2: THIS CLAIM ARISES FROM THE FOLLOWING:

A personal injury arising out of:

- a motor vehicle accident
- medical malpractice
- another cause

A dispute concerning:

- contaminated sites
- construction defects
- real property (real estate)
- personal property
- the provision of goods or services or other general commercial matters
- investment losses
- the lending of money
- an employment relationship
- a will or other issues concerning the probate of an estate
- a matter not listed here

Part 3: THIS CLAIM INVOLVES:

[Check all boxes below that apply to this case]

- a class action
- maritime law
- aboriginal law
- constitutional law
- conflict of laws
- none of the above
- do not know

Part 4:

[If an enactment is being relied on, specify. Do not list more than 3 enactments.]

1. *Business Practices Consumer Protection Act*, R.S.B.C. 2004, c.2;
2. *Court Order Interest Act*, R.S.B.C. 1996, c. 79;
3. *Criminal Code*, R.S.C. 1985, c. C-46.

**SCHEDULE A – Consumer Protection Laws in Canadian Provinces,
except Nova Scotia**

<u>Province</u>	<u>Applicable Legislation</u>	<u>Consumer Protection legislation applies to Class Loans:</u>	<u>Defendants or each of them, collection of the Loan Fees is Contrary to Consumer Protection Legislation</u>	<u>The Class Members are Entitled to a Remedy under the Consumer Protection Laws</u>
British Columbia	<i>Business Practices and Consumer Protection Act, SBC 2004, c 2 (“BPCPA”)</i>	<i>BPCPA, s. 1 “consumer”, “consumer transaction”, “services”, and “supplier”</i>	<i>BPCPA, ss. 8–10</i>	<i>BPCPA, ss. 171–172</i>
Alberta	<i>Consumer Protection Act, RSA 2000, c C-26.3 (“Alberta CPA”) <i>Unconscionable Transactions Act, RSA 2000, c U-2 (“Alberta UTA”)</i></i>	<i>Alberta CPA, s. 1 “consumer”, “transaction”, “services”, and “supplier”; Alberta UTA, s.1(c) “creditor” and s.1(d) “debtor”</i>	<i>Alberta CPA, ss. 5–6 Alberta UTA s.2</i>	<i>Alberta CPA, ss. 7–7.3 and 13 Alberta UTA, ss. 2-3</i>

Saskatchewan	<i>The Consumer Protection and Business Practices Act</i> , SS 2013, c C-30.2 (“ SK CPBPA ”)	SK CPBPA, s. 2 “consumer” “services”, and “supplier”	SK CPBPA, ss. 4–9	SK CPBPA, s. 91, 93
Manitoba	<i>Business Practices Act</i> , CCSM c B120 (“ Manitoba BPA ”)	Manitoba BPA, s. 1 “consumer”, “goods”, and “supplier”	Manitoba BPA, ss. 2–5	Manitoba BPA, s. 23
Ontario	<i>Consumer Protection Act</i> , 2002, SO 2002, c 30, Sch A (“ Ontario CPA ”)	Ontario CPA, s. 1 “consumer”, “consumer agreement”, “consumer transaction”, “services”, and “supplier”	Ontario CPA, ss. 14, 15, 17	Ontario CPA, ss. 18 and 100
Quebec	<i>Consumer Protection Act</i> , QLR c P-40.1 (“ Quebec CPA ”)	Quebec CPA, s. 1 “consumer”, and “merchant”	Quebec CPA, ss. 215 and 219	Quebec CPA, ss. 253 and 272
Prince Edward Island	<i>Business Practices Act</i> ,	PEI BPA, s. 1 “consumer”, and “services”	PEI BPA, ss. 2, 3	PEI BPA, s. 4

	RSP EI 1988, c B-7 (" PEI BPA ")			
Newfoundland and Labrador	<i>Consumer Protection and Business Practices Act</i> , SNL 2009, c C-31. 1 (" NL CPBPA ")	NL <i>CPBPA</i> , s. 2 "consumer", "consumer transaction", "services", and "supplier" NL <i>CPBPA</i> , s. 11 "cost of the loan", "creditor", "debtor"	NL <i>CPBPA</i> , ss. 7-9	NL <i>CPBPA</i> , s. 10, 12, 13, 16
New Brunswick	<i>Consumer Protection Act</i> , SNB 2024, c. 1 (" NB CPA ")	NB <i>CPA</i> , s. 1, "consumer", "consumer agreement", "consumer transaction", "credit agreement", "supplier"	NB <i>CPA</i> , ss. 10, 11	NB <i>CPA</i> , s. 14, 16