

Members of the Committee of Adjustments  
 The Corporation of the City of Brampton  
 Brampton City Hall  
 2 Wellington Street W., 4<sup>th</sup> Floor  
 Brampton, ON  
 L6Y 4R2

**Re: Deferred Minor Variance Application – Matter 11.1 – A2023-0333, 705 Remembrance Road**

We are the lawyers for 10000158140 Ontario Limited (“10000”), being the owner of Units B103 and B104 at 645 Remembrance Road, Brampton, Ontario.

We are writing on behalf of 10000 to oppose Application No. A-2023-0333, which requests a Minor Variance to:

*Permit a total of 44 parking spaces, whereas the by-law requires a minimum of 62 parking spaces.* (the “Application”)

On November 11, 2024, we appeared before the City of Brampton’s Committee of Adjustments (the “Committee”) when the Application was last on the agenda.

We advised the members of the Committee, *inter alia*:

- a) 10000 has ongoing litigation as against the applicant and the City of Brampton (the “City”) which directly involves, *inter alia*, the availability of parking spaces within an area subject to a reciprocal easement (the “Action”);
- b) The Application sought the Committee’s approval to reduce the number of parking spaces permitted at the applicant’s property contrary to the by-law;
- c) The number of parking spaces and the City’s granting of approvals to the applicant is a live issue in the ongoing Action between 10000, the City and the applicant; and
- d) The granting of the minor variance may increase 10000’s damages. In such circumstances, 10000 will be seeking all remedies available to it as against the applicant and the City.

The Committee expressed concerns regarding the Application which included, *inter alia*:

- a) The applicant cannot go against the interests of other property owners in the complex;
- b) The applicant was increasing the square footage of the building and therefore increasing congestion for the complex; and
- c) The impact the increased congestion would have on the parking demands at the complex.

The Committee deferred the Application to on or before the last hearing of May 2025.

We reviewed the agenda item and materials with respect the Application and note that the applicant merely reproduced the prior submissions for the return of its Application without addressing the Committee's concerns raised on November 11, 2024.

The applicant has not provided any response to these concerns raised by the Committee.

The applicant is disregarding 10000's property rights (as alleged in its Action) and the Committee's concerns raised on November 11, 2024.

We further note that 10000's Action remains ongoing and is moving forward as against the applicant and the City.

As stated at subparagraph c) herein, the availability of parking is a live issue in the Action. 10000 has alleged as against the applicant and the City, *inter alia*:

*The Plaintiffs allege that the R-Chad Defendants have submitted applications with the City to seek the City's approval of further uses upon Block 133 which will, inter alia, overburden the easements, increase demand for parking upon both of Blocks 132 and 133, and further intensify the use of the lands, all to the detriment of the Plaintiffs and its visitors upon the lands.*

...

*The substantial interference will result in direct and indirect impacts including, inter alia, a loss of available parking spaces, an increase in parking demand, and intensification of use which was not contemplated by the Site Plan.*

...

*The Plaintiffs allege that the encroachment on the R-Chad Lands/Block 133 easement area will reduce the available parking and ability to travel across the Block 133 easement area thereby adversely affecting the Condo Plan/Block 132 lands by forcing and increasing traffic and parking activity to the Block 132 easement area which was not contemplated by the original Site Plan. [Emphasis added]*

In this regard, please refer to paragraphs 43, 47 and 50 of the Statement of Claim, among others, attached hereto as **Tab 1**.

On May 20, 2025, 10000 advised the applicant and the City of its intention to move forward to documentary and oral discoveries in the Action.

It would be improper for the applicant to obtain approvals from the Committee while the Action is ongoing.

10000 respectfully submits that the Application and any further attempts by the applicant to pursue Applications with respect to the Remembrance property are held in abeyance while the Action is ongoing until a resolution is reached or the Action goes before the Court for a hearing on the merits.

Thank you for your time and consideration.

May 22, 2025

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Lawyers for the Plaintiffs

# Tab 1



Court File No.

**ONTARIO**  
**SUPERIOR COURT OF JUSTICE**

B E T W E E N:

(Court Seal)

**1000158140 ONTARIO LIMITED and 2806383 ONTARIO INC.**

**Plaintiffs**

**and**

**R-CHAD INVESTMENT INC. operating as BRAMPTON ESSO, R-CHAD  
PROPERTIES INC. and THE CORPORATION OF THE CITY OF  
BRAMPTON**

**Defendants**

**STATEMENT OF CLAIM**

**TO THE DEFENDANT**

**A LEGAL PROCEEDING HAS BEEN COMMENCED AGAINST YOU** by the Plaintiff. The Claim made against you is set out in the following pages.

**IF YOU WISH TO DEFEND THIS PROCEEDING**, you or an Ontario lawyer acting for you must prepare a Statement of Defence in Form 18A prescribed by the *Rules of Civil Procedure*, serve it on the Plaintiff's lawyer or, where the Plaintiff does not have a lawyer, serve it on the Plaintiff, and file it, with proof of service in this court office, **WITHIN TWENTY DAYS** after this Statement of Claim is served on you, if you are served in Ontario.

If you are served in another province or territory of Canada or in the United States of America, the period for serving and filing your Statement of Defence is forty days. If you are served outside Canada and the United States of America, the period is sixty days.

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Instead of serving and filing a Statement of Defence, you may serve and file a Notice of Intent to Defend in Form 18B prescribed by the *Rules of Civil Procedure*. This will entitle you to ten more days within which to serve and file your Statement of Defence.

**IF YOU FAIL TO DEFEND THIS PROCEEDING, JUDGMENT MAY BE GIVEN AGAINST YOU IN YOUR ABSENCE AND WITHOUT FURTHER NOTICE TO YOU. IF YOU WISH TO DEFEND THIS PROCEEDING BUT ARE UNABLE TO PAY LEGAL FEES, LEGAL AID MAY BE AVAILABLE TO YOU BY CONTACTING A LOCAL LEGAL AID OFFICE.**

**TAKE NOTICE: THIS ACTION WILL AUTOMATICALLY BE DISMISSED** if it has not been set down for trial or terminated by any means within five years after the action was commenced unless otherwise ordered by the court.

Date \_\_\_\_\_ Issued by \_\_\_\_\_  
Local Registrar

Address of 7755 Hurontario Street  
court office: Brampton ON  
L6W 4T6

TO: R-Chad Investment Inc.  
c/o R-Chad General Contracting  
8888 Keele Street, Unit 3  
Concord ON  
L4K 2N2

AND TO: R-Chad Properties Inc.  
c/o R-Chad General Contracting  
8888 Keele Street, Unit 3  
Concord ON  
L4K 2N2

AND TO: The Corporation of the City of Brampton  
2 Wellington St. W  
Brampton ON  
L6Y 4R2

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## CLAIM

1. The Plaintiffs, 1000158140 Ontario Limited and 2806383 Ontario Inc., claims against the Defendants R-Chad Investment Inc. (“**R-Chad Investment**”) and R-Chad Properties Inc. (“**R-Chad Properties**”) and the Corporation of the City of Brampton (the “**the City**”):
  - (a) A declaration that the Defendants have substantially interfered with and breached the Reciprocal Easement (as defined below) on the servient lands referred to in Schedule “A” thereto;
  - (b) A declaration that the Defendants’ actions result in a breach of the covenants and agreements contained in the Reciprocal Easements;
  - (c) An Order that the Defendants forthwith comply with the explicit terms of the Site Plan and Amended Site Plan (as those terms are defined below) and not to interfere with the Plaintiffs’ rights under the Reciprocal Easements and to permit all pedestrians and vehicles to pass, repass, drive, park, walk or travel over, including for the purpose of entering from and exiting onto McLaughlin Road, Remembrance Road and Clinton Street;
  - (d) An interlocutory and/or permanent Injunction restraining the Defendants from obstructing, substantially interfering, erecting structures, altering, or relocating, any of the lands to which are subject to the Reciprocal Easements;
  - (e) An interlocutory and permanent Injunction ordering the Defendants to remove any and all structures which infringe on the Reciprocal Easements;

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- (f) A Declaration that the City of Brampton is in breach of the Site Plan Agreement (SP16-019.000) dated May 8, 2019 (“**Site Plan**”) and the Amending Site Plan Agreement dated June 9, 2020 (“**Amended Site Plan**”);
- (g) An Order that the City of Brampton forthwith suspend or stay any open permits, further approvals and issuances of building permits related to the Defendant’s Development (as defined below) until compliance with the Site Plan is achieved;
- (h) In the alternative, or in addition, damages as against the Defendants or any one or more of them, save and except for the City of Brampton, in the sum of \$2,000,000.00 arising from the Defendants, *inter alia*, substantial interference with the easement, and intentional interference with the Plaintiffs contractual and economic relations;
- (i) Punitive, exemplary, and aggravated damages against the Defendants, save and except for the City of Brampton, in the sum of \$200,000.00;
- (j) prejudgment interest in accordance with section 128 of the *Courts of Justice Act*, R.S.O. 1990, c. C.43, as amended;
- (k) postjudgment interest in accordance with section 129 of the *Courts of Justice Act*, R.S.O. 1990, c. C.43, as amended;
- (l) the costs of this proceeding, plus all applicable taxes; and
- (m) Such further and other Relief as to this Honourable Court may seem just.



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**Parties and Properties**

2. The Plaintiff, 1000158140 Ontario Limited (“**1000**”), is a corporation incorporated pursuant to the laws of the Province of Ontario. 1000 is the owner of the properties municipally known as Unit B103, Level One, and Unit B104, Level One, PCC #1118 at 645 Remembrance Road, Brampton, Ontario(the “**1000 Units**”).
3. The Plaintiff, 2806383 Ontario Inc (“**280**”), is a corporation incorporated pursuant to the laws of the Province of Ontario. 280 is the owner of the properties municipally known as Unit B105, Level One, and Unit B106, Level One, PCC #1118 at 645 Remembrance Road, Brampton, Ontario (the “**280 Units**”).
4. Both the 1000 Units and the 280 Units are leased to commercial tenants.
5. The 1000 Units are being operated as a pharmacy and the 280 Units are being operated as a family medical and walk-in clinic.
6. The Defendant, R-Chad Investment is a corporation incorporated pursuant to the laws of the Province of Ontario and carries on business as a gas station and convenience store under the banner Esso (“**Gas Station**”), on the property municipally known as 675 and 685 Remembrance Road (“**R-Chad Lands**”).
7. The Defendant, R-Chad Properties which is a related corporation to R-Chad Investment, is a corporation incorporated pursuant to the laws of the Province of Ontario. R-Chad Properties Inc. carries on business as a contractor and a developer of residential and commercial properties as a part of the larger R-Chad Group based in Concord, Ontario.

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8. The Defendant, R-Chad Properties, is the former registered owner of the R-Chad Lands to which the Defendant R-Chad Investment now own, having released and transferred the property to R-Chad Investment on or about October 24, 2019, pursuant to Instrument No. PR3559231.

### **The Defendants' Development**

9. In or around July 28, 2014, the Defendant R-Chad Properties as the Developer entered into a Subdivision Agreement, Draft Plan 21T-11012B with the City of Brampton and the Regional Municipality of Peel (“**Peel**”) to develop the lands legally described as Lots 1 to 111, both inclusive Blocks 112 to 137, both inclusive, and 139 0.30 Reserve Blocks 138, 141 to 153, both inclusive, Registered Plan 43M-1969 (the “**Draft Plan**”).

(the “**Defendant's Development**”)

10. The Draft Plan provided that the Developer shall provide warnings for all lots and blocks within the Plan of Subdivision including, *inter alia*, a statement indicating that Blocks 132 and 133 (Phase 1, Plan 1) will be developed for convenience commercial uses, including a gas bar and car wash.
11. On or about September 12, 2014, the Notice of Subdivision Agreement was registered on title as Instrument PR2598585.
12. Under Schedule G-2 “Special Requirements for Building Permit”, it explicitly stated that building permits “shall not be issued” for Convenience Retail Blocks 132 and 133 (Phase

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- 1, Plan 1) until site plan approval has been obtained through the City's Site Plan approval process.
13. On or about October 29, 2014, the Defendant, R-Chad Investment acquired title to Block 133 by way of a Transfer from 2088013 Ontario Inc. registered as Instrument #PR2622779.
  14. R-Chad Investment remains the registered owner of these lands upon which it has subsequently developed a commercial development and whereupon a gas station/bar has been erected.
  15. On or about October 29, 2014, the Defendant, R-Chad Properties acquired title to Block 132 by way of a Transfer from 2088013 Ontario Inc. registered as Instrument #PR2622759.
  16. On or about August 1, 2017, the Developer obtained a minor variance from the Committee of Adjustment. Under the minor variance, the Committee of Adjustment consented to, *inter alia*, a reduction of parking spaces from 52 spaces to 30 spaces on the Site "A" (Block 133).
  17. On or about May 8, 2019, the Defendants entered into a Site Plan Agreement (SP16-019.000) with the City for Blocks 132 and 133 ("Blocks") which explicitly provided and required for the Reciprocal Easements to be in place and applied to the said Blocks under Schedule "D" attached thereto:

*2. Reciprocal Easements:*

***Prior to the release of the approved plans, the Owner shall obtain and register on title reciprocal parking, pedestrian and vehicular access easement on the two properties (Block 132, Plan 43M-1969 and Block 133, Plan 43M-1969 which together are the Lands) in***

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*favour of one another, to the satisfaction of the Director of Development Services. The mutual parking, pedestrian, and vehicular access easement shall be in perpetuity and for the purpose of parking, pedestrian and vehicular access to and from McLaughlin Road, Remembrance Road and Clinton Street, and across the respective properties, the wording of which is to be to the satisfaction of the City Solicitor, the Commissioner of Public Works and Engineering, and the Commission of Planning and Development Services. The owner hereby waives and releases the City from any claim for compensation, injurious affection or other damages, claims, demands, losses, costs, suit or other proceedings arising or may arise as a result of such easements. [Emphasis added]*

18. On or about July 3, 2019, a Notice was registered by the City on title to the two properties by way of Instrument #PR3501867 registering the Site Plan and Reciprocal Easements thereunder for each of the two Blocks 132 and 133.
19. The 1000 units and 280 units are located on Block 132 and the R-Chad Investment Property is located on Block 133. Attached at Appendix 1 is a copy of the Site Plan setting out the two blocks.
20. Under the Site Plan Agreement, the two blocks are subject to reciprocal easements granted for the benefit of the other block which are as follows:
  - (a) The “132 easement”:
    - (i) The servient lands are 14251-2998 (LT); Part of Block 132, Plan 43M1969, Designated as Part 8 on Plan 43R-37926; City of Brampton;
    - (ii) The dominant lands are PIN 14251-2999 (LT); Block 133, Plan 43M1969; City of Brampton. (“**132 Easement**”)

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(b) The “133 easement”:

- (i) The servient lands are 14251-2999 (LT); Part of Block 133, Plan 43M1969, Designated as Part 7 on Plan 43R-37926; City of Brampton;
- (ii) The dominant lands are PIN 14251-2998 (LT); Block 132, Plan 43M1969; City of Brampton. (“**133 Easement**”)

(The 132 Easement and the 133 Easement collectively referred to as the “**Reciprocal Easements**”)

- 21. On or about October 24, 2019, R-Chad Properties granted an easement over part of Block 132 (being Part 8 on Plan 43R-37926) by way of a Transfer of Easement Registered as Instrument #PR3559232 in favour of the owners of Block 133 and others as outlined in the Instrument.
- 22. On or about October 24, 2019, R-Chad Investment granted an easement over part of Block 133 (being Part 7 on Plan 43R-37926) by way of a Transfer of Easement registered as Instrument PR#3559233 in favour of the owners of Block 132 and others as outlined in the Instrument.
- 23. The Schedule to both Transfer Easements confirmed that the transferee, its successors and assigns, tenants, patrons of those tenants, and whomever the Transferee may permit from time to time would be “*subject to an easement in perpetuity*” for, *inter alia*, to permit all pedestrians and vehicles to pass, repas, drive, park, walk or travel over, including for the

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purpose of entering from and exiting onto McLaughlin Road, Remembrance Road and Clinton Street.

24. As explicitly stated in the said schedule:

*“The Transferor, for itself, its successors and assigns, covenants with the Transferee to **remove from and keep the servient tenement free and clear of any trees, buildings, structures or obstructions nor in any way interfere with the easements and rights hereby granted to the Transferee.**”*

25. The obligation is to ensure that there is complete unrestricted access to lands which are the subject of the Reciprocal Easements with no interference whatsoever including “*buildings, structures or obstructions.*” The obligation is to not only to not erect such structures or buildings but to remove any such structures or buildings if any exist.
26. On or about October 28, 2019, R-Chad Properties transferred title to Block 132 to Chacon Remembrance Inc. (“**Chacon**”) by way of Transfer registered as Instrument # PR3559232.
27. In or around June 9, 2020, R-Chad Investment entered into an Amending Site Plan Agreement (SP16.019.000 “A”) with the City, which left the Schedule “D” Reciprocal Easement provision unchanged but deleted the reference to Block 132 in Schedule “A”.
28. Despite the Amending Site Plan Agreement, the Reciprocal Easements remained in full force and effect, and the Defendant’s development of Block 133 was to comply with the unchanged terms of the Site Plan Agreement entered into on May 8, 2019.
29. On or about December 13, 2021, the City approved the Defendant’s Site Plan which provided, *inter alia*, 30 parking spaces on Site “A” (Block 133) and 133 parking spaces on

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Site “B” (Block 132). It was always contemplated that the two Blocks would share parking and the Reciprocal Easements would ensure that access would be unrestricted between the two blocks with shared parking.

### **The Condominium Property and the Easements**

30. On or about February 3, 2022, Chacon registered a Condominium Declaration as Instrument #PR4055049 which created Peel Standard Condominium Corporation No. 1119 (“**PSCC No. 1118**”), and provided for the Reciprocal Easements of Block 132, Part 8 and Block 133, Part 7.
31. The 1000 units and the 280 units (being B103-B106, Level 1) are both situated within PSCC No. 1118 (“**Condo Plan**”).
32. The Condo Plan is comprised of Block 132 (PIN 14251-2998 LT) (“**Block 132**”) which is the southwest half of Plan 43R-37926.
33. The R-Chad Lands, being situated on Block 133 (PIN 14251-2999 LT) (“**Block 133**”), is not included in the Condo Plan and located on the northeast half of Plan 43R-37926.

### **Plaintiffs Acquire Units**

34. On or about June 10, 2022, the Plaintiff, 280, acquired title to Units B105 and B106 from Chacon by way of registered Instrument #PR4068061.
35. On or about June 10, 2022, the Plaintiff, 1000, acquired title to Units B103 and B104 from Chacon by way of registered Instrument #PR4068064.

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36. The Plaintiffs subsequently entered into commercial lease agreements which were agreed upon in contemplation by the Plaintiffs and their tenants that the condominium lands would have lower traffic and parking use and demand.

**City Breached the Site Plan Agreement and Amending Site Plan Agreement**

37. The Plaintiffs allege that the City breached the Site Plan Agreement and amending Site Plan Agreement by:

- (a) approving the Defendant's revised Site Plan drawings ("**Revised Site Plan**") which were contrary to the Site Plan and in breach of the Reciprocal Easements;
- (b) issuing building permits despite the breaches to the Site Plan, Amending Site Plan and the registered Reciprocal Easements; and
- (c) issuing permits or approvals for other uses within the Block 133 lands or receiving applications for permits or approvals within the Block 133 lands notwithstanding the parking issues or deficiencies and notwithstanding the breaches by the R-Chad Defendants of the terms of the easement, which the City knew or ought to have known about.

**("Revised Site Plan")**

38. The Revised Site Plan drawings permit the construction of a gas station and gas station canopy situated on the area of Block 133 in breach of the registered Reciprocal Easements. The Revised Site Plan constitute a breach of the Reciprocal Easements provided for under



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Schedule “D” to the Site Plan Agreement. The Revised Site Plan therefore also constitutes a breach of the Site Plan.

39. The Plaintiffs further allege that the City is in breach of the Site Plan Agreement by, *inter alia*, issuing building permits and approving site plans which are inconsistent with the Site Plan Agreement and Reciprocal Easements.
40. The construction of the gas station and gas station canopy on the area of Block 133, dedicated to the Reciprocal Easement, substantially interferes with and overburdens the Plaintiffs’ rights under the Reciprocal Easement for, *inter alia*, the purpose of parking, pedestrian and vehicular access to and from McLaughlin Road, Remembrance Road and Clinton Street, and across the respective properties.
41. The Plaintiffs further allege that the contemplated construction pursuant to the Revised Site Plan drawings and Defendants’ ongoing construction will interfere with the Plaintiffs right to make reasonable use of the Reciprocal Easements including, *inter alia*, impeding access, ingress and egress along the easement, intensification of use, increased traffic and increased parking demand.
42. The Plaintiffs allege that the Site Plan Agreement did not contemplate or provide for the erection of a structure on the Easement area of Block 133.
43. The Plaintiffs allege that the R-Chad Defendants have submitted applications with the City to seek the City’s approval of further uses upon Block 133 which will, *inter alia*, overburden the easements, increase demand for parking upon both of Blocks 132 and 133,

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and further intensify the use of the lands, all to the detriment of the Plaintiffs and its visitors upon the lands.

44. The Plaintiff seeks an Order compelling the City of Brampton to revoke, suspend or stay the already issued and approved building permits, approved site plans and construction activities which are contrary to the Site Plan and Reciprocal Easements including, but not limited to:

- (a) 23-283155-000-00;
- (b) 23-234401-P01-00;
- (c) 22-324986-P01-00;
- (d) SPA-2021-0131; and
- (e) The Site Plan (SP16-019.000).

### **The Encroachment**

45. In or around August 2023, the Plaintiffs discovered the erection of a Gas Station, Canopy and Pumps (the “Gas Station”) on the Block 133, Part 7 lands which are subject to the Reciprocal Easement in favour of the dominant tenements on Block 132, Part 8.

46. The Plaintiffs allege that the erection of the said structures encroach upon and substantially interfere with the Reciprocal Easements which is to permit all pedestrians and vehicles to pass, repass, drive, park, walk or travel over, including for the purpose of entering from and exiting onto McLaughlin Road, Remembrance Road and Clinton Street.

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47. The substantial interference will result in direct and indirect impacts including, *inter alia*, a loss of available parking spaces, an increase in parking demand, and intensification of use which was not contemplated by the Site Plan.
48. The Plaintiffs allege that the Defendants are in breach of the Reciprocal Easements.
49. The Plaintiffs allege that its customers will be, *inter alia*, deterred from visiting the property given the decrease in available parking arising from the Defendants substantial interference of the Reciprocal Easements.
50. The Plaintiffs allege that the encroachment on the R-Chad Lands/Block 133 easement area will reduce the available parking and ability to travel across the Block 133 easement area thereby adversely affecting the Condo Plan/Block 132 lands by forcing and increasing traffic and parking activity to the Block 132 easement area which was not contemplated by the original Site Plan.
51. The Plaintiffs allege that it will suffer a loss of income from a reduction in visitors to the property.
52. The Plaintiffs allege that the Defendants have interfered with the Plaintiffs economic relations.
53. In the circumstances, the Plaintiff seeks an Order compelling the Defendants to comply with its obligations under the terms of the Reciprocal Easements.
54. The Plaintiffs have named the City of Brampton as a necessary party to this action so that it will be bound by any Order granted by this Honourable Court.

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55. The Plaintiffs allege that they have suffered significant and ongoing damages, full particulars of which are not yet known but will be provided prior to the trial of this action.
56. The Plaintiffs allege that the Defendants actions are egregious, thereby entitling the Plaintiffs to substantial punitive, exemplary and/or aggravated damages.
57. The Plaintiff proposes that this action be tried at the City of Brampton in the Province of Ontario.

September 29, 2023

**TEPLITSKY LLP**

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Lawyers for the Plaintiffs

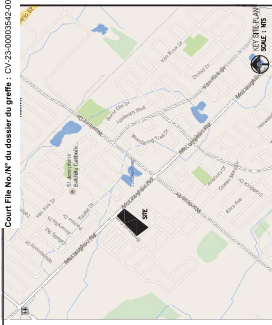
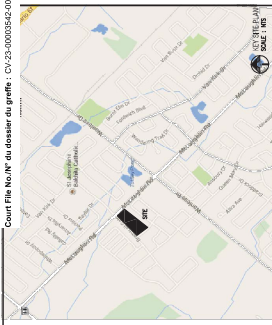
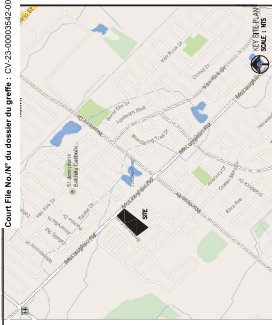
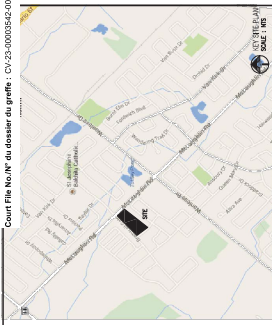
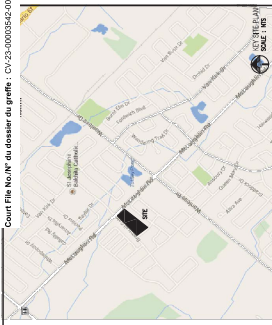
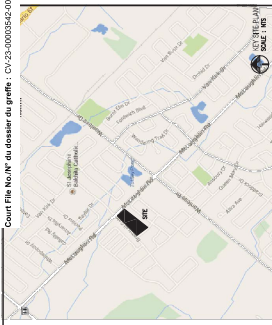
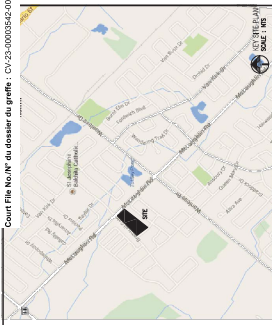
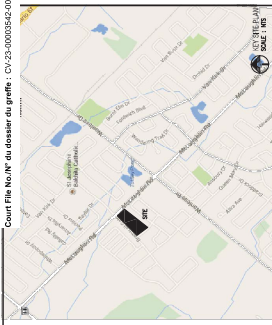
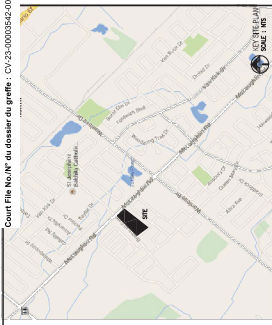
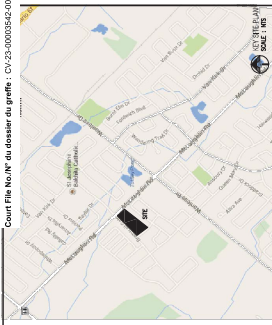
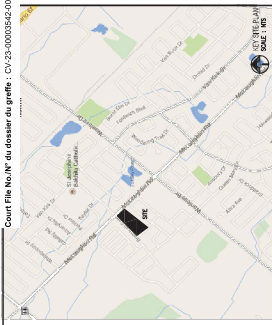
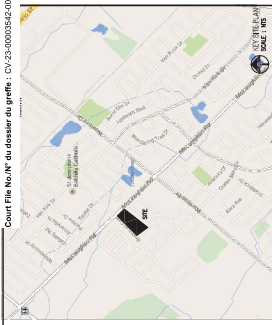
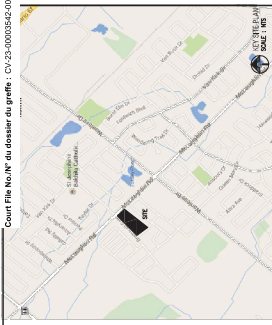
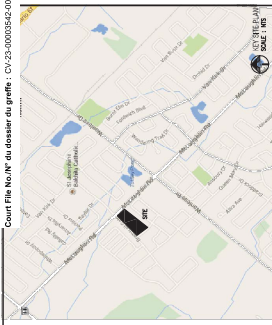
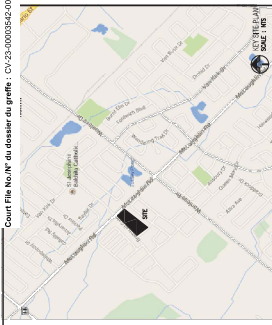
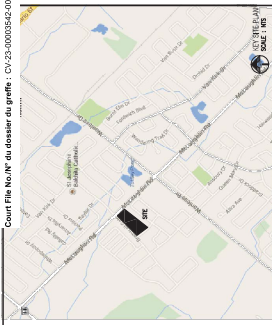
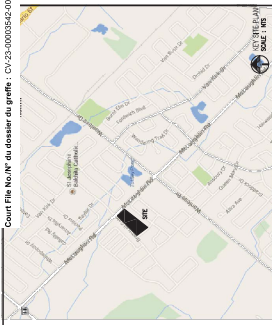
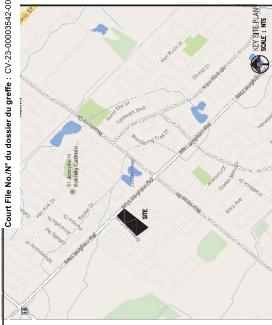
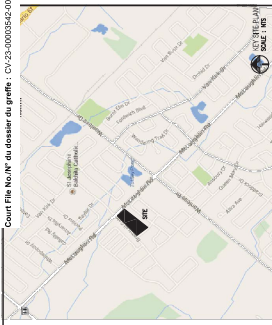
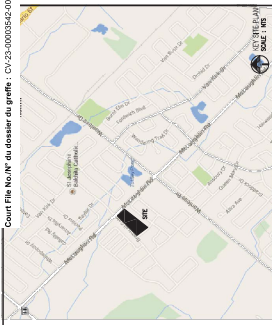
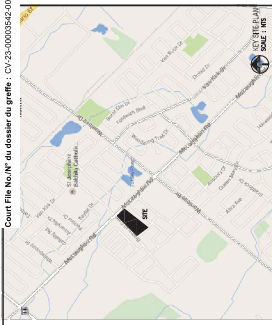
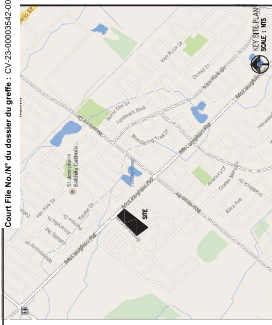
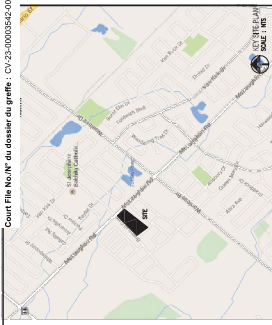
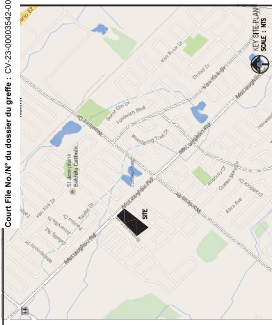
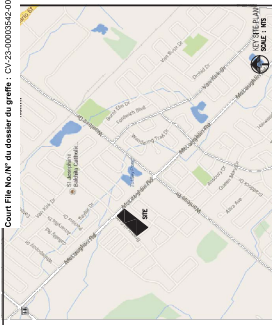
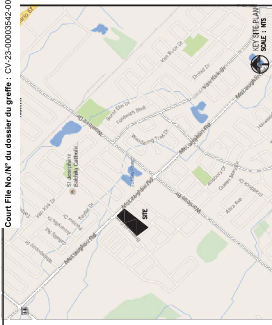
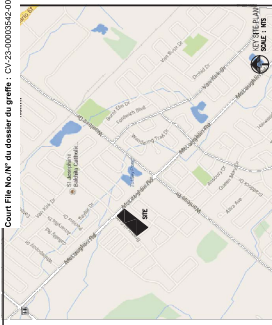
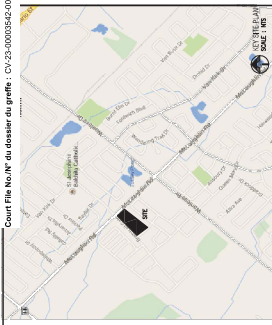
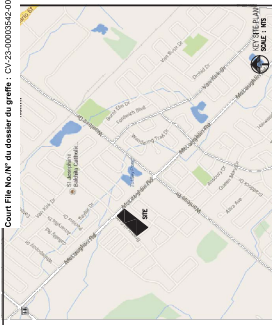
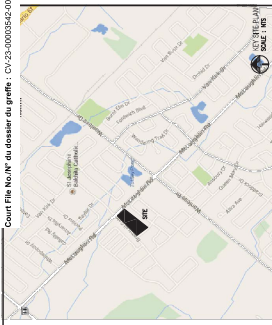
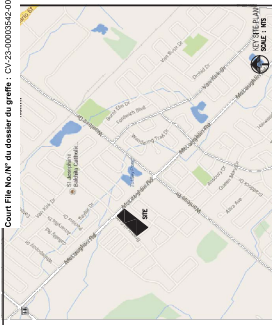
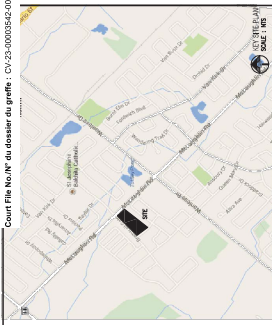
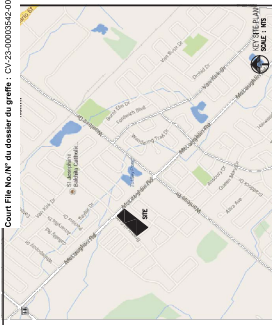
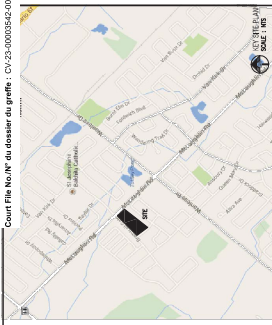
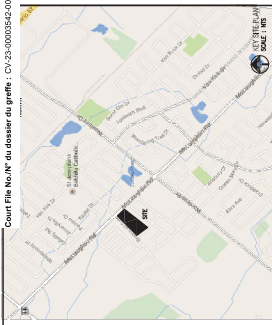
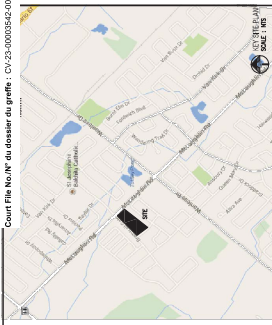
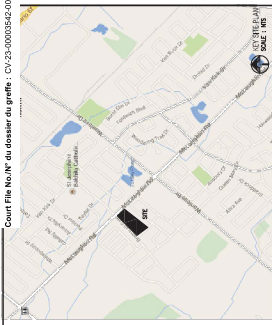
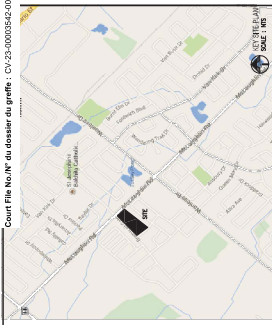
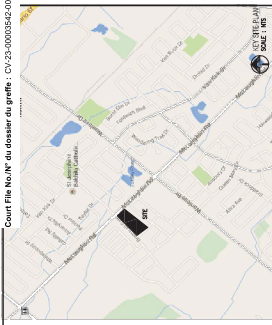
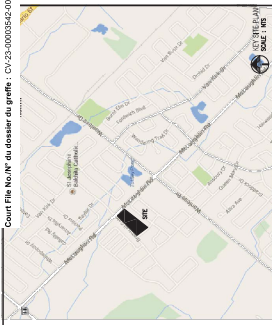
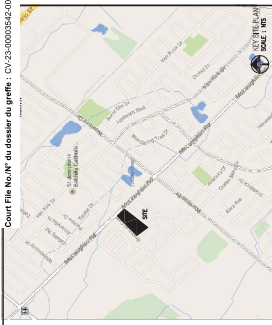
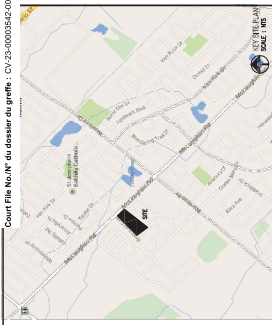
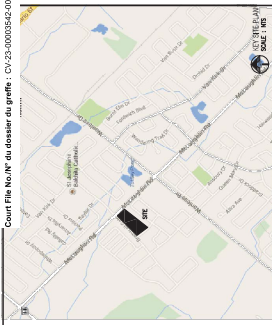
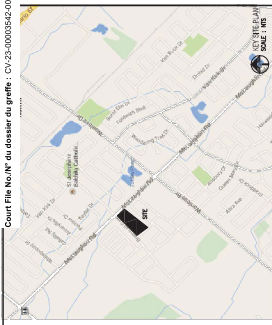
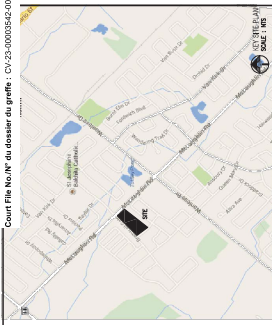
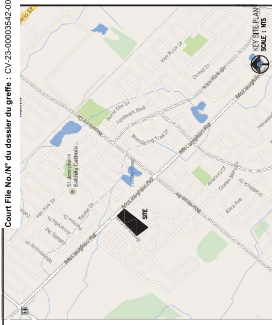
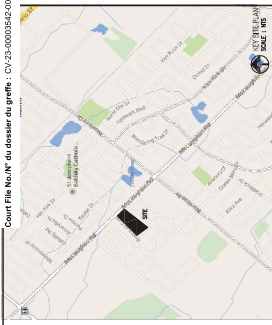
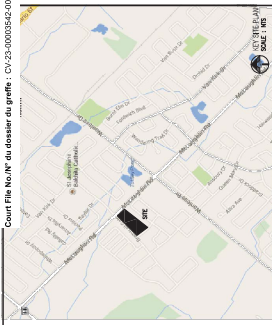
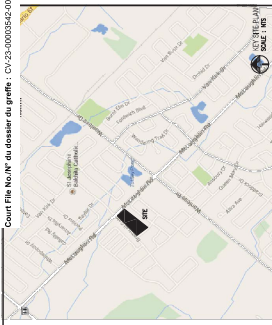
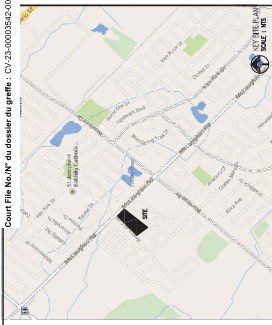
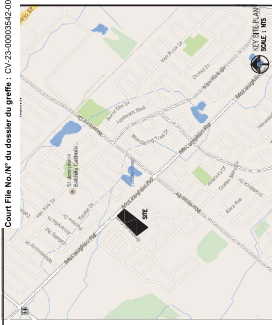
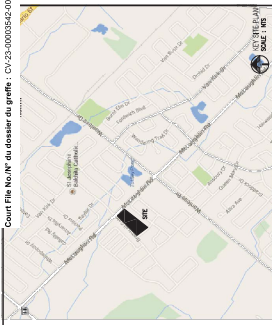
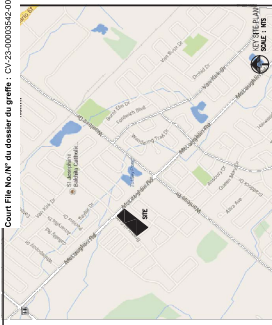
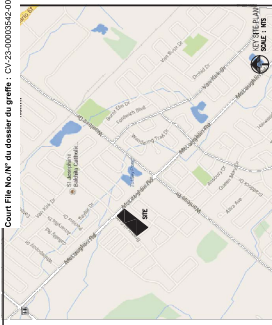
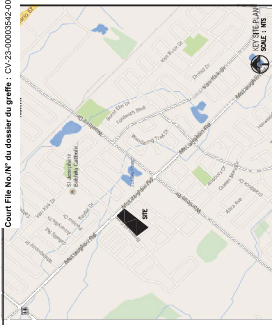
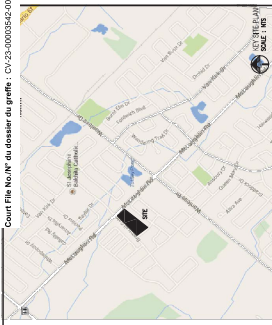
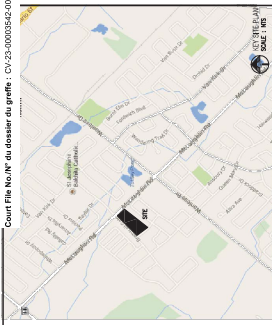
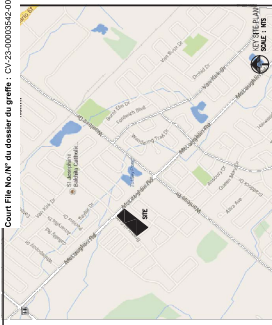
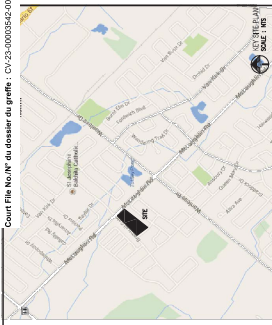
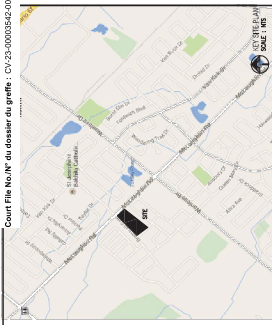
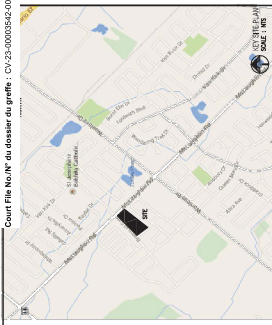
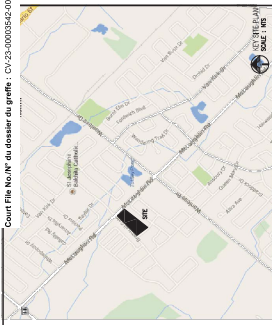
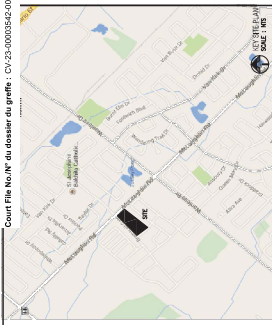
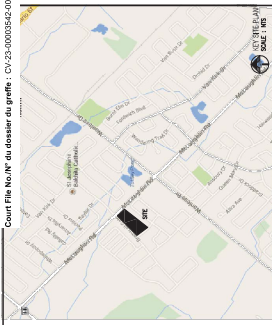
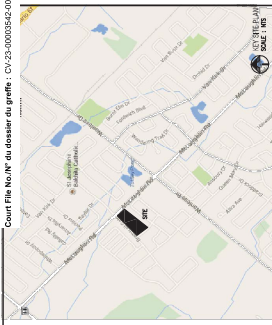
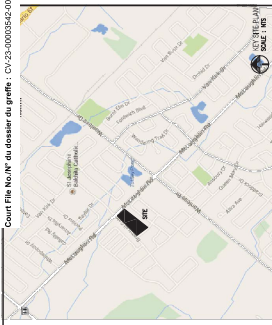
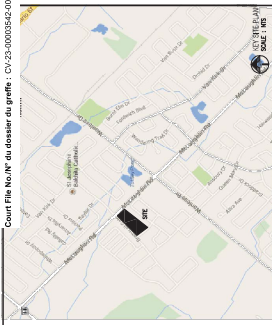
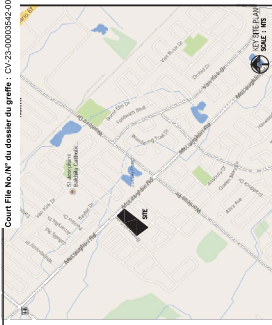
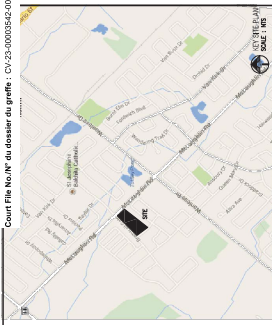
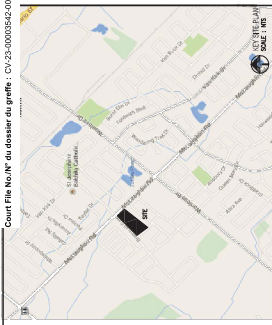
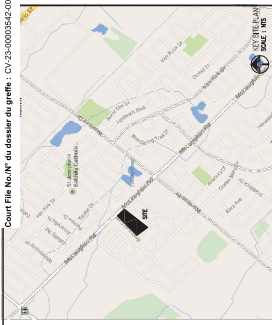
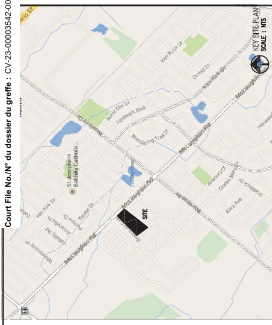
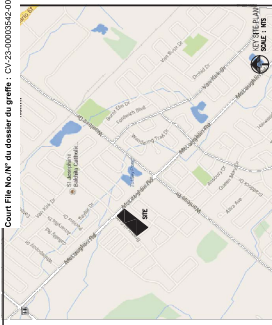
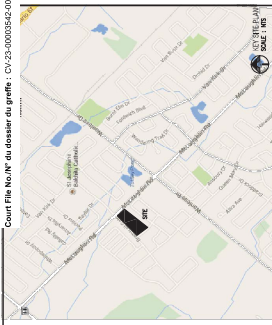
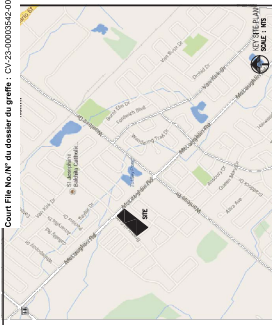
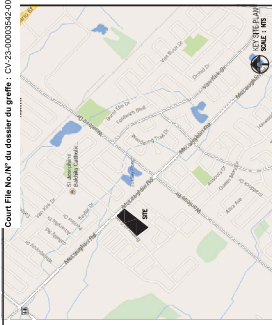
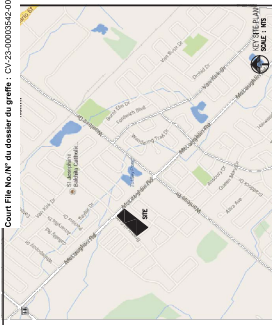
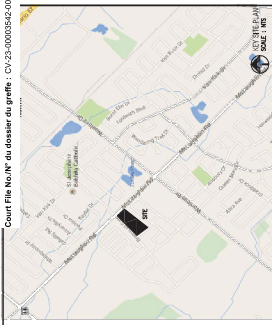
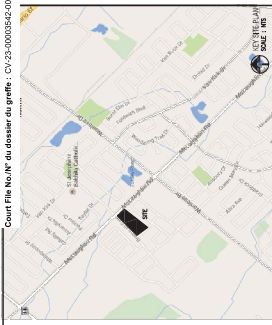
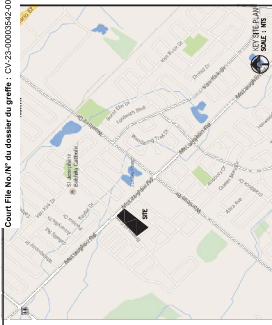
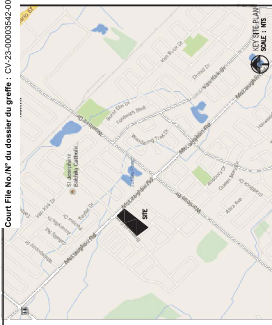
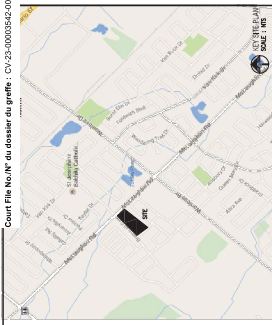
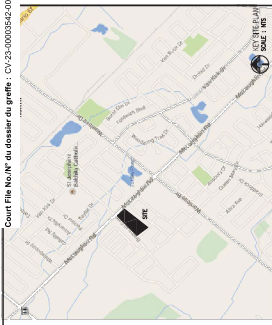
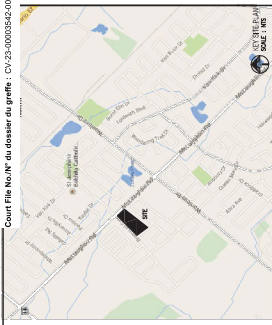
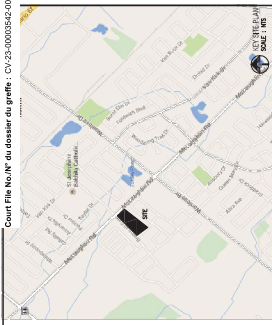
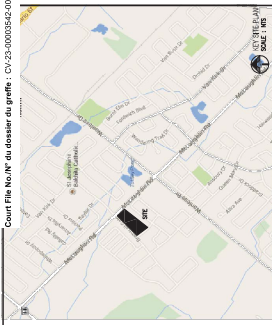
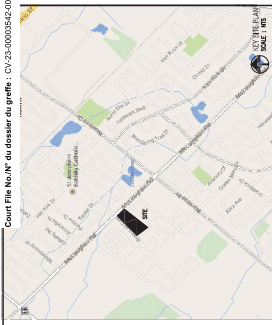
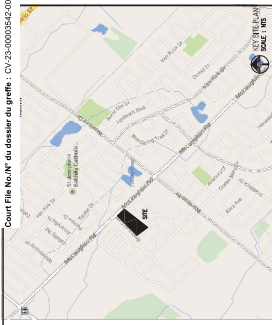
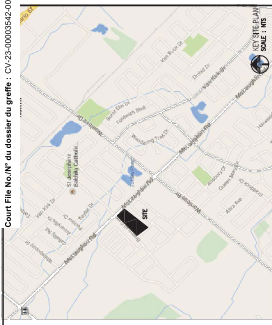
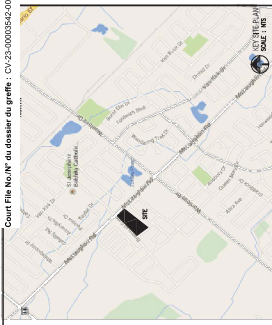
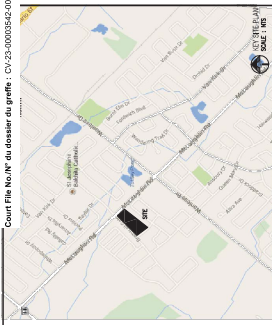
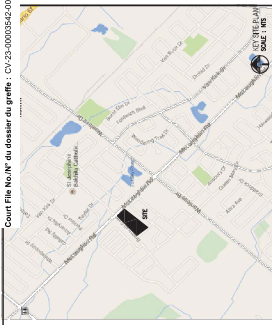
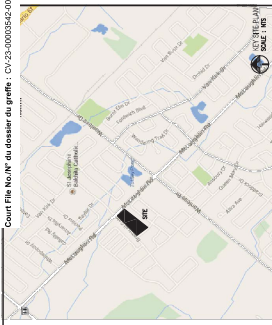
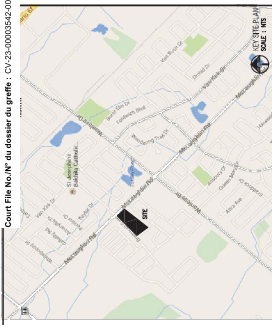
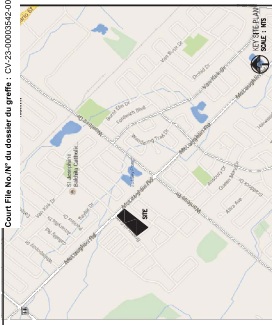
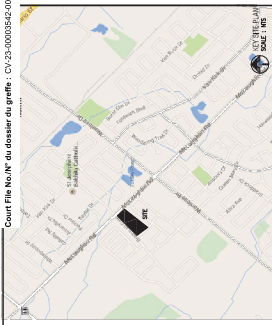
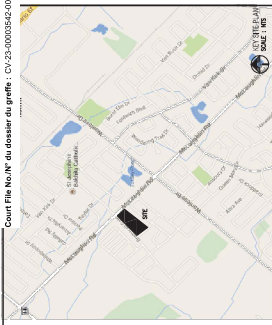
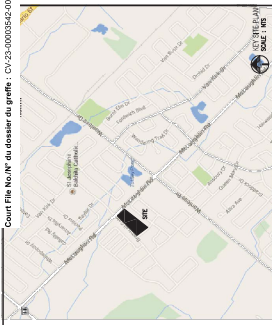
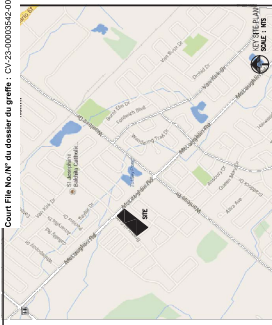
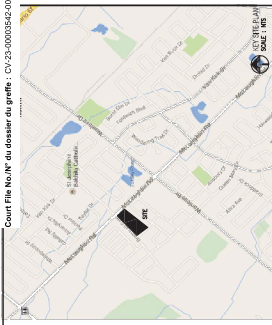
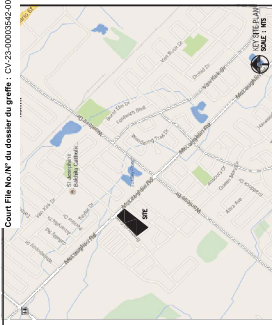
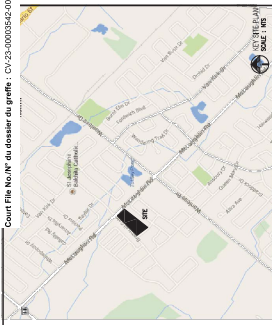
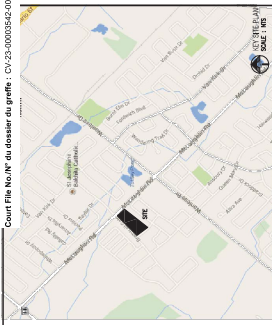
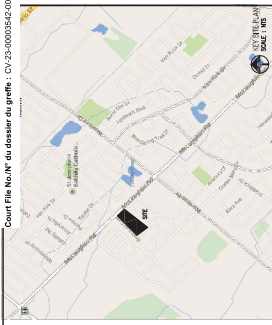
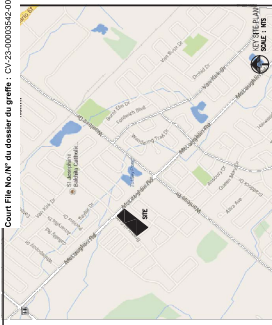
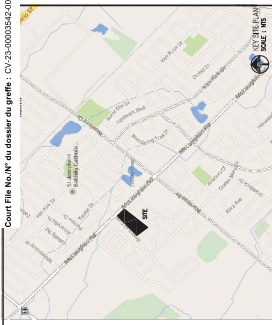
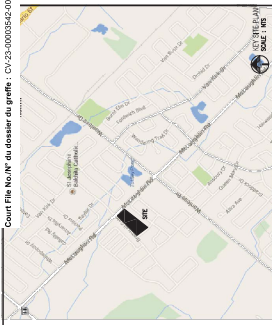
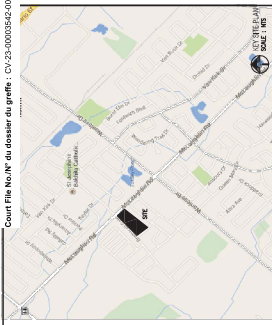
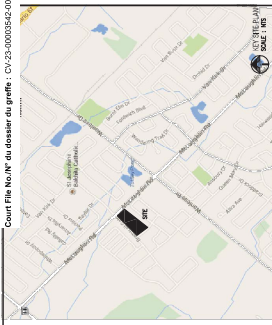
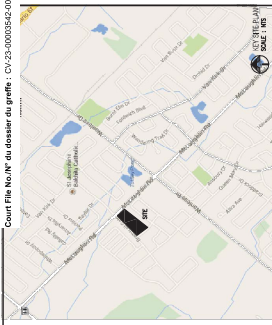
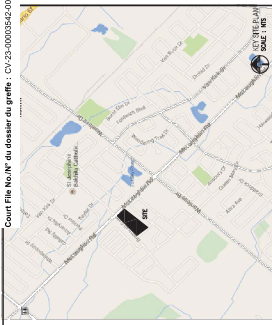
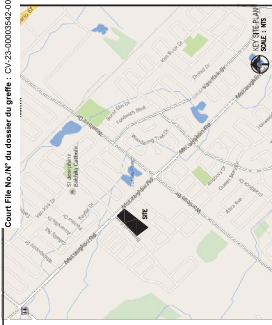
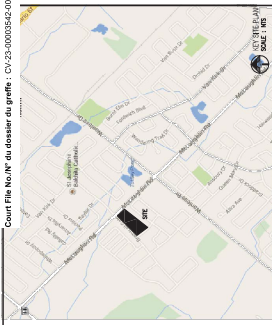
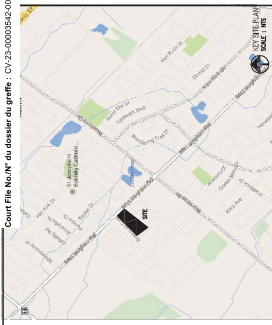
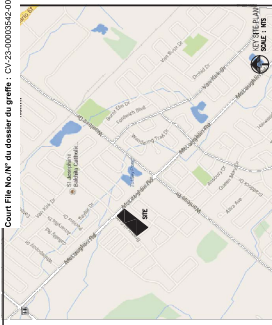
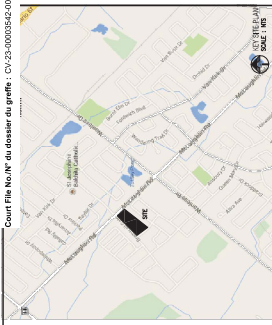
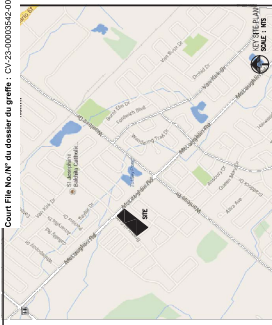
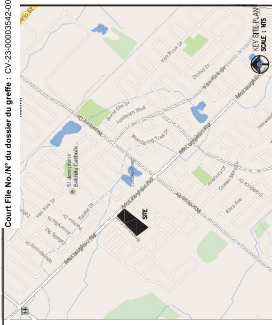
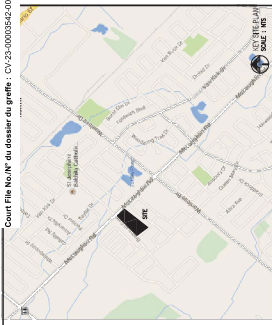
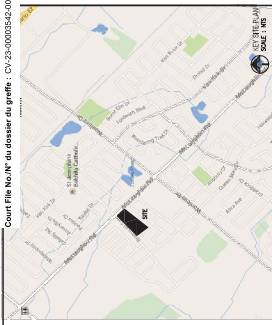
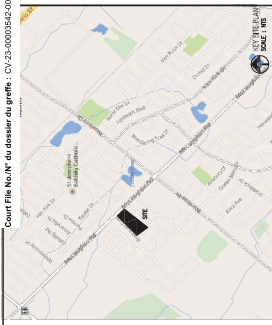
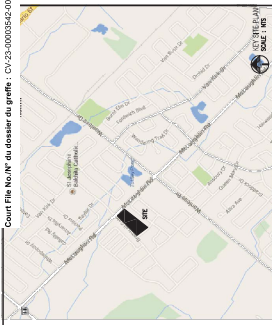
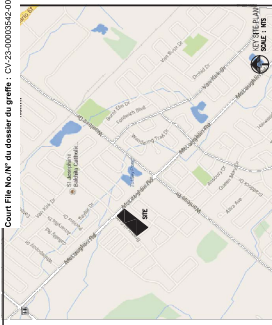
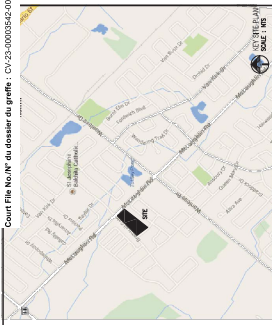
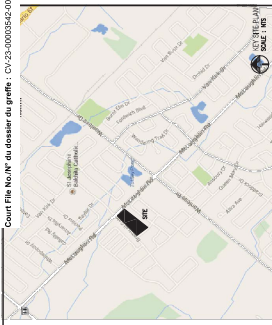
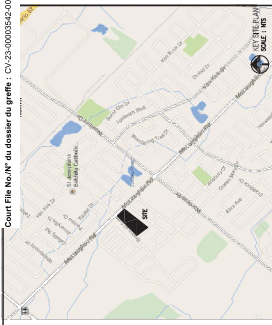
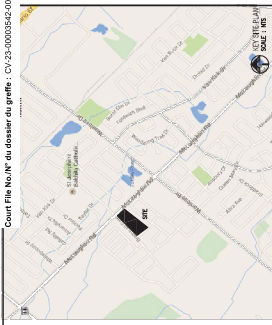
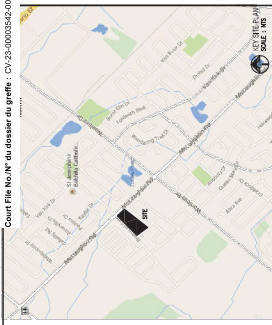
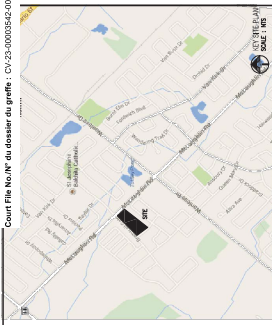
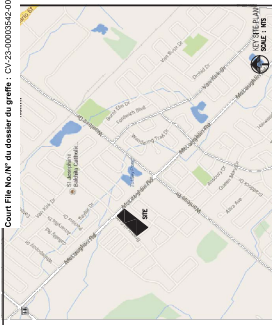
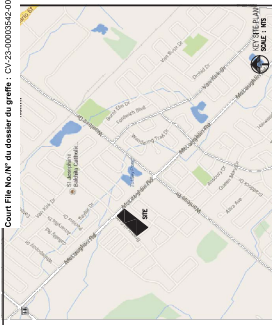
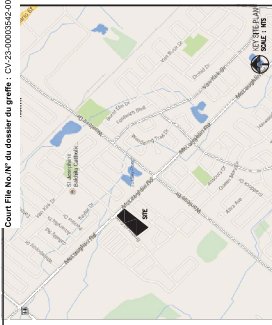
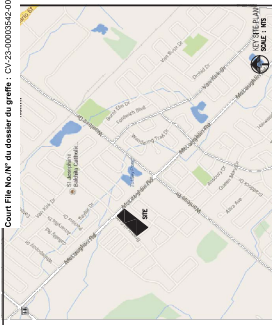
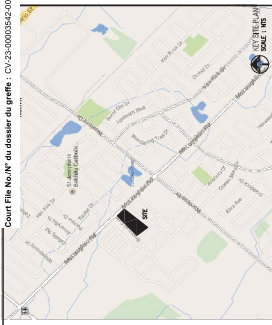
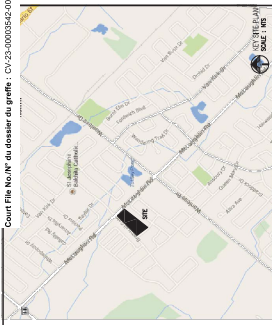
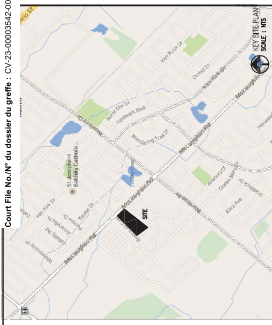
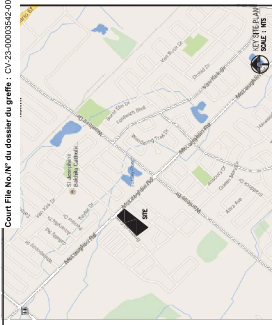
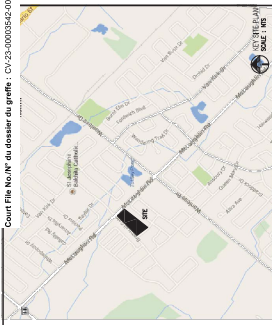
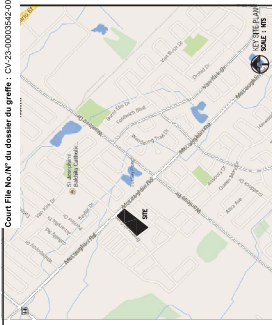
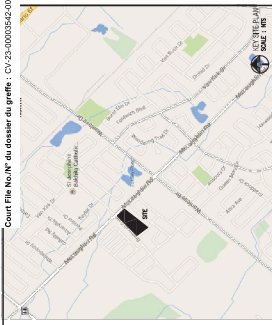
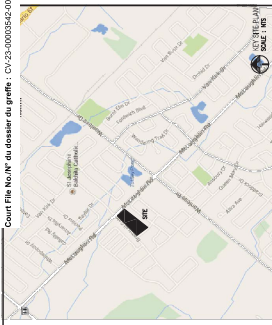
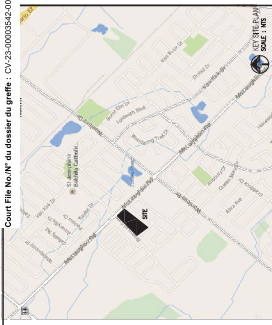
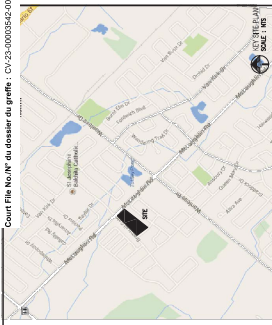
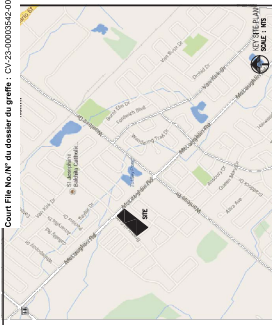
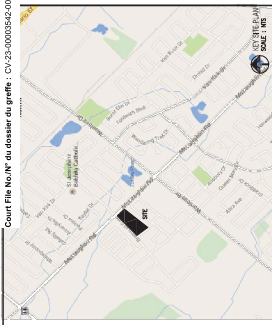
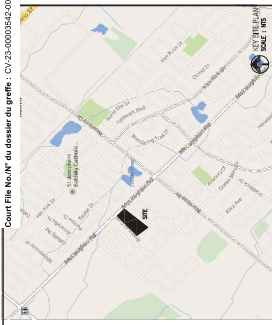
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**Schedule “A”**

**PIN:** 14251-2999 LT

**Legal Description:** PART OF BLOCK 133, PLAN 43M1969, DESIGNATED AS PART 7  
ON PLAN 43R-37926; CITY OF BRAMPTON

**Legal Address:** BRAMPTON



1000158140 ONTARIO LIMITED et al.  
Plaintiffs

-and- R-CHAD INVESTMENT INC. et al.  
Defendants

Court File No.

**ONTARIO**  
**SUPERIOR COURT OF JUSTICE**  
**PROCEEDING COMMENCED AT**  
**BRAMPTON**

**STATEMENT OF CLAIM**

**TEPLITSKY LLP**

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