

SUPREME COURT
OF BRITISH COLUMBIA
VANCOUVER REGISTRY

Amended Pursuant to Rule 6-1(1)(a)

NOV 14 2017

NO. S-162335
VANCOUVER REGISTRY



IN THE SUPREME COURT OF BRITISH COLUMBIA

BETWEEN:

JASTRAM PROPERTIES LTD.

PLAINTIFF

AND:

VIRGINIA MARY TAN, PATRICK ENG TIEN TAN,
MARCUS SOON-KEEN TAN, LETAN INVESTMENTS MANAGEMENT, LETAN 88
ENTERPRISES INC., TLD INVESTMENTS INC., 0994439 B.C. LTD., TJ0700
HOLDINGS LTD., and TJ132 VENTURES LTD.

DEFENDANTS

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

AMENDED NOTICE OF CIVIL CLAIM

(Originally filed on March 11, 2016)

This action has been started by the plaintiff 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.

CLAIM OF THE PLAINTIFF

Part 1: STATEMENT OF FACTS

The Parties

1. The plaintiff, Jastram Properties Ltd. (“**JPL**”), is a corporation incorporated under the laws of the province of British Columbia, having an address for service for the purpose of this proceeding at 20th Floor, 250 Howe Street, Vancouver, British Columbia.
2. The defendant, Virginia Mary Tan (“**Virginia**”), is a businessperson with a residential address at 955 Greenwood Road, West Vancouver, British Columbia.
3. The defendant, Patrick Eng Tien Tan (“**Patrick**”), is a businessperson with a residential address at 955 Greenwood Road, West Vancouver, British Columbia.
4. The defendant, Marcus Soon-Keen Tan (“**Marcus**”), is a businessperson with a residential address at 955 Greenwood Road, West Vancouver, British Columbia.
5. The defendant, Letan Investments Management (“**Letan Investments**”), is a sole proprietorship registered in British Columbia with a business address at 955 Greenwood Road, West Vancouver, British Columbia.

6. The defendant, Letan 88 Enterprises Inc. (“**Letan 88 Inc.**”), is a corporation incorporated under the laws of the province of British Columbia with a registered and records office at 1010-207 West Hastings Street, Vancouver, British Columbia.
7. The defendant, TLD Investments Inc. (“**TLD Inc.**”), is a corporation incorporated under the laws of the province of British Columbia with a registered and records office at 1010-207 West Hastings Street, Vancouver, British Columbia.
8. The defendant, 0994439 B.C. Ltd. (“**099 Ltd.**”), is a corporation incorporated under the laws of the province of British Columbia with a registered and records office at 1010-207 West Hastings Street, Vancouver, British Columbia.
9. The defendant, TJ0700 Holdings Ltd. (“**700 Ltd**”), is a corporation incorporated under the laws of the province of British Columbia with a registered and records office at 1010-207 West Hastings Street, Vancouver, British Columbia.
10. The defendant, TJ132 Ventures Ltd. (“**132 Ltd**”), is a corporation incorporated under the laws of the province of British Columbia with a registered and records office at 1010-207 West Hastings Street, Vancouver, British Columbia.
11. At all material times, Virginia and Patrick were husband and wife. Marcus is the son of Virginia and Patrick.
12. At all material times, the proprietor of Letan Investments was Virginia.
13. At all material times, the directors of Letan 88 Inc. were Virginia, Patrick and Marcus and the officers of Letan 88 Inc. were Virginia and Marcus.
14. At all material times, the directors and officers of TLD Inc. were Marcus and Michael Joseph Donelson.
15. At all material times, the directors and officers of 099 Ltd. were Marcus and Michael Joseph Donelson.

16. At all material times, the directors and officers of 700 Ltd. were Virginia and Randall Jang.

17. At all material times, the directors and officers of 132 Ltd. were Virginia, Marcus and Randall Jang.

18. JPL brings this action on its own behalf and on behalf of all other persons, other than the Defendants, who invested funds with Virginia, or with companies controlled by her, including Letan Investments, and who received payments from their investments which are lesser in total amount than the total principal amount they invested (the "Class").

The Tan Investment Scheme

19. From at least 2011, Virginia operated a fraudulent investment scheme in which she obtained funds from investors on the basis of representations that the funds she received would be used by her in a factoring or bridge loan business that she had successfully operated for years, and that the investors would in return receive interest payments generated from the use of their funds in that business (the "Tan Investment Scheme").

20. Under the standard operating terms of the Tan Investment Scheme, investors provided funds to Virginia for investment in exchange for a promissory note from Virginia. The promissory notes were for a term of either six months or one year, and provided that interest would be paid monthly on the amount invested at a rate which varied between 12% to 24% per annum.

21. In addition, Virginia would deliver to investors with their promissory note a series of post-dated cheques for the amount of the interest payable under the promissory note.

22. Once the promissory notes were due, Virginia would encourage investors to renew, or "roll-over", their investment on the same terms. For investors who elected to do so, and most did elect to do so, Virginia would issue a replacement promissory note on the same terms as the original note, and deliver a series of post-dated cheques for the interest payable under the new note. This process would repeat itself as the new note matured.

23. In reality, Virginia was not operating a factoring or bridge loan business. The Tan Investment Scheme was a Ponzi scheme, in that the funds obtained by Virginia from investors were converted by Virginia for her own use and benefit, and were used by Virginia, in part, to pay interest payments to investors under the promissory notes Virginia had provided to them.

24. Virginia made representations concerning the Tan Investment Scheme, as set out in paragraph 19 above, knowing that those representations were false, and issued promissory notes to investors and cheques for interest payments due under those promissory notes, as set out in paragraphs 20 to 22, knowing that the notes were a sham and did not reflect real investments as represented, to induce investors to provide her with funds for investment, and to keep those funds invested, in the Tan Investment Scheme.

25. From 2011 through to late 2015, more than \$30 million was obtained by Virginia from investors for investment in the Tan Investment Scheme.

26. The funds obtained by Virginia for investment in the Tan Investment Scheme were deposited into various accounts either in the name of Virginia, Patrick and Virginia, or Letan Investments. Interest payment to investors in the Tan Investment Scheme were made from some or all of these same accounts.

27. Patrick and Marcus knew that the Tan Investment Scheme was a fraud, and agreed to and did assist Virginia in raising funds from investors and concealing the fraudulent nature of the Tan Investment Scheme from investors. These acts included repeating to investors the false representations concerning the Tan Investment Scheme, as set out in paragraph 19 above, which both Patrick and Marcus knew were false.

28. In addition, Patrick and Marcus agreed to and did assist Virginia in converting funds provided by investors for investment in the Tan Investment Scheme for uses unrelated to the represented purpose of the Tan Investment Scheme, for the mutual benefit of Virginia, Patrick and Marcus, and used the corporate Defendants for so doing, as further detailed below.

29. In late 2015 and early 2016, many of the interest cheques that Virginia provided to investors were not honored, and the Tan Investment Scheme was ultimately exposed as a fraud in early 2016.

30. As a result of investing in the Tan Investment Scheme, the Class members have suffered loss and damage, including:

- (a) the principal amounts of the funds provided to them for investment in the Tan Investment Scheme which have not been returned to them through payments from the Tan Investment Scheme; and
- (b) the return that could reasonably have been earned on the total funds invested in the Tan Investment Scheme had the funds been invested in a legitimate investment opportunity.

JPL's investment in the Tan Investment Scheme

31. JPL was introduced to the Tan Investment Scheme in May 2012 by Rina Teo, a contract employee of JPL and a friend of the principals of JPL, Peter and Lale Doetsch. Rina Teo had invested in the Tan Investment Scheme for many years, and advised JPL that Virginia was engaged in bridge financing and that the investments were safe because her customers were repeat and referred customers. These representations were subsequently repeated and confirmed directly to JPL by Virginia and Patrick.

32. Between May 2012 and March 2015, as a result of the representations made and repeated by Virginia concerning the Tan Investment Scheme, as set out in paragraphs 19 and 31 above, JPL invested \$6,612,600 in the Tan Investment Scheme through a series of investments.

33. For each new investment made by JPL in the Tan Investment Scheme, Virginia delivered, and JPL received, a promissory note for the amount of the investment for a term of one year, with interest payable at 12% per annum in 12 monthly payments, as well as a series of post-dated cheques for the monthly interest payments payable under the

promissory note, all in accordance with the standard operating terms of the Tan Investment Scheme.

34. When each note for each investment made by JPL in the Tan Investment Scheme became due, JPL would renew the investment in exchange for the issuance of a new note on the same terms, and a new series of post-dated cheques for the monthly interest payments under the note, all in accordance with the standard operating terms of the Tan Investment Scheme.

35. The Investments made by JPL in the Tan Investment Scheme were deposited by Virginia to accounts in the name of Virginia, or Virginia and Patrick, or Letan Investments, and the cheques issued for the interest payments in respect of the investments were drawn on those same accounts.

36. By the time the Tan Investment Scheme was exposed as a fraud, JPL investments had received a total of \$1,798,566 in interest payments from the Tan Investment Scheme in respect of the \$6,612,600 JPL had invested in the Tan Investment Scheme.

37. As a result of JPL's investment in the Tan Investment Scheme, JPL has suffered losses and damages, the particulars of which include, but are not limited to, the following:

- (a) the loss of \$4,814,034 invested in the Tan Investment Scheme which was not returned to JPL; and
- (b) lost opportunity cost in not having the total funds of \$6,612,600 invested in the Tan Investment Scheme available for other, legitimate investment opportunities;

Acquisition of assets by the Defendants using JPL's and Class members' funds

38. The use of the JPL's and other Class members' funds by the Defendants is best known to them and they have fraudulently failed to disclose those uses to JPL and others. However certain of those uses, which are unrelated to the uses for which the investments were provided, were recently disclosed by Virginia and Patrick.

Surrey Project

39. Without disclosure to JPL and other Class members, Virginia and Patrick, in furtherance of a conspiracy with Marcus and corporate entities owned and controlled by each or all of them, fraudulently converted the JPL's and other Class members' investment funds by using them to acquire for Marcus and themselves an interest in a real property development project in Surrey, British Columbia.

40. Since 2011 or 2012, Marcus has been the registered owner in fee simple of the following six properties that were acquired in connection with a condominium complex development located in Surrey, British Columbia:

(1) 009-721-495

LOT 116 SECTION 22 BLOCK 5 NORTH RANGE 2 WEST NEW WESTMINSTER DISTRICT PLAN 12661

(2) 003-827-470

LOT 119 SECTION 22 BLOCK 5 NORTH RANGE 2 WEST NEW WESTMINSTER DISTRICT PLAN 12661

(3) 005-604-877

LOT 157 SECTION 22 BLOCK 5 NORTH RANGE 2 WEST NEW WESTMINSTER DISTRICT PLAN 16445

(4) 010-167-790

LOT 156 SECTION 22 BLOCK 5 NORTH RANGE 2 WEST NEW WESTMINSTER DISTRICT PLAN 16445

(5) 010-167-773

LOT 155 SECTION 22 BLOCK 5 NORTH RANGE 2 WEST NEW WESTMINSTER DISTRICT PLAN 16445

(6) 028-698-720

STRATA LOT 161 SECTION 35 BLOCK 5 NORTH RANGE 2 WEST NEW WESTMINSTER DISTRICT STRATA PLAN EPS561 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V

(the “**Surrey Lands**”)

41. Marcus acquired the Surrey Lands using funds that JPL invested with Virginia.
42. Further or in the alternative, Marcus acquired equity in or developed the Surrey Lands using funds JPL and other Class members invested with Virginia.
43. The defendants, 700 Ltd. and 132 Ltd., are corporations created for the Surrey Project.
44. 700 Ltd. and 132 Ltd. acquired assets, the particulars of which are unknown to JPL, using funds JPL and other Class members invested with Virginia.

Fort St. John Project

45. Without disclosure to JPL and other Class members, Virginia and Patrick, in furtherance of a conspiracy with Marcus and corporate entities owned and controlled by each or all of them, fraudulently converted the JPL’s and other Class members’ investment funds by using them to acquire for TLD Inc. and 099 Ltd. and themselves an interest in a real property development project in Fort St. John, British Columbia.
46. In or about 2015 or 2016, TLD Inc. and 099 Ltd. acquired the registered ownership in fee simple of the following 24 properties acquired in connection with a real estate development in Fort St. John, British Columbia:

TLD Inc. is the registered owner of

(1) 029-669-171

STRATA LOT 3 SECTION 1 TOWNSHIP 84 RANGE 19 WEST OF THE 6TH MERIDIAN PEACE RIVER DISTRICT STRATA PLAN EPS3060 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V

(2) 029-669-189

STRATA LOT 4 SECTION 1 TOWNSHIP 84 RANGE 19 WEST OF THE 6TH MERIDIAN PEACE RIVER DISTRICT STRATA PLAN EPS3060 TOGETHER

WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V

(3) 029-669-197

STRATA LOT 5 SECTION 1 TOWNSHIP 84 RANGE 19 WEST OF THE 6TH MERIDIAN PEACE RIVER DISTRICT STRATA PLAN EPS3060 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V

(4) 029-669-201

STRATA LOT 6 SECTION 1 TOWNSHIP 84 RANGE 19 WEST OF THE 6TH MERIDIAN PEACE RIVER DISTRICT STRATA PLAN EPS3060 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V

(5) 029-669-243

STRATA LOT 10 SECTION 1 TOWNSHIP 84 RANGE 19 WEST OF THE 6TH MERIDIAN PEACE RIVER DISTRICT STRATA PLAN EPS3060 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V

(6) 029-669-251

STRATA LOT 11 SECTION 1 TOWNSHIP 84 RANGE 19 WEST OF THE 6TH MERIDIAN PEACE RIVER DISTRICT STRATA PLAN EPS3060 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V

(7) 029-669-278

STRATA LOT 13 SECTION 1 TOWNSHIP 84 RANGE 19 WEST OF THE 6TH MERIDIAN PEACE RIVER DISTRICT STRATA PLAN EPS3060 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V

(8) 029-669-260

STRATA LOT 12 SECTION 1 TOWNSHIP 84 RANGE 19 WEST OF THE 6TH MERIDIAN PEACE RIVER DISTRICT STRATA PLAN EPS3060 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V

(9) 029-624-614

STRATA LOT 51 SECTION 1 TOWNSHIP 84 RANGE 19 WEST OF THE 6TH MERIDIAN PEACE RIVER DISTRICT STRATA PLAN EPS2484 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V

(10) 029-624-622

STRATA LOT 52 SECTION 1 TOWNSHIP 84 RANGE 19 WEST OF THE 6TH MERIDIAN PEACE RIVER DISTRICT STRATA PLAN EPS2484 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V

(11) 029-624-703

STRATA LOT 60 SECTION 1 TOWNSHIP 84 RANGE 19 WEST OF THE 6TH MERIDIAN PEACE RIVER DISTRICT STRATA PLAN EPS2484 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V

(12) 029-624-797

STRATA LOT 69 SECTION 1 TOWNSHIP 84 RANGE 19 WEST OF THE 6TH MERIDIAN PEACE RIVER DISTRICT STRATA PLAN EPS2484 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V

099 Ltd. is the registered owner of

(13) 029-709-768

STRATA LOT 34 SECTION 1 TOWNSHIP 84 RANGE 19 WEST OF THE 6TH MERIDIAN PEACE RIVER DISTRICT STRATA PLAN EPS3060 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V

(14) 029-709-776

STRATA LOT 35 SECTION 1 TOWNSHIP 84 RANGE 19 WEST OF THE 6TH MERIDIAN PEACE RIVER DISTRICT STRATA PLAN EPS3060 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V

(15) 029-709-784

STRATA LOT 36 SECTION 1 TOWNSHIP 84 RANGE 19 WEST OF THE 6TH MERIDIAN PEACE RIVER DISTRICT STRATA PLAN EPS3060 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V

(16) 029-501-041

STRATA LOT 17 SECTION 1 TOWNSHIP 84 RANGE 19 WEST OF THE 6TH MERIDIAN PEACE RIVER DISTRICT STRATA PLAN EPS2484 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V

(17) 029-501-059

STRATA LOT 18 SECTION 1 TOWNSHIP 84 RANGE 19 WEST OF THE 6TH MERIDIAN PEACE RIVER DISTRICT STRATA PLAN EPS2484 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V

(18) 029-501-164

STRATA LOT 29 SECTION 1 TOWNSHIP 84 RANGE 19 WEST OF THE 6TH MERIDIAN PEACE RIVER DISTRICT STRATA PLAN EPS2484 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V

(19) 029-501-172

STRATA LOT 30 SECTION 1 TOWNSHIP 84 RANGE 19 WEST OF THE 6TH MERIDIAN PEACE RIVER DISTRICT STRATA PLAN EPS2484 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V

(20) 029-501-181

STRATA LOT 31 SECTION 1 TOWNSHIP 84 RANGE 19 WEST OF THE 6TH MERIDIAN PEACE RIVER DISTRICT STRATA PLAN EPS2484 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V

(21) 029-501-199

STRATA LOT 32 SECTION 1 TOWNSHIP 84 RANGE 19 WEST OF THE 6TH MERIDIAN PEACE RIVER DISTRICT STRATA PLAN EPS2484 TOGETHER

WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V

(22) 029-501-202

STRATA LOT 33 SECTION 1 TOWNSHIP 84 RANGE 19 WEST OF THE 6TH MERIDIAN PEACE RIVER DISTRICT STRATA PLAN EPS2484 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V

(23) 029-501-211

STRATA LOT 34 SECTION 1 TOWNSHIP 84 RANGE 19 WEST OF THE 6TH MERIDIAN PEACE RIVER DISTRICT STRATA PLAN EPS2484 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V

(24) 029-501-229

STRATA LOT 35 SECTION 1 TOWNSHIP 84 RANGE 19 WEST OF THE 6TH MERIDIAN PEACE RIVER DISTRICT STRATA PLAN EPS2484 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V

(collectively, the "Fort St. John Lands")

47. TLD Inc. and 099 Ltd. acquired the Fort St. John Lands using funds that JPL and other Class members invested with Virginia.

48. Further or in the alternative, TLD Inc. and 099 Ltd. acquired equity in or developed the Fort St. John Lands using funds JPL and other Class members invested with Virginia.

Sunshine Coast Project

49. Without disclosure to JPL and other Class members, Virginia and Patrick fraudulently converted JPL's and other Class members' investment funds to acquire for themselves an interest in an unknown property or property development project on the Sunshine Coast, British Columbia ("**Sunshine Coast Project**").

50. Virginia and Patrick or the other defendants acquired an interest in the Sunshine Coast Project using funds that JPL and other Class members invested with Virginia.

51. Further, or in the alternative, Virginia and Patrick acquired equity in or developed the Sunshine Coast Project using funds JPL and other Class members invested with Virginia and Patrick.

Part 2: RELIEF SOUGHT

52. The Plaintiff on its own behalf, and on behalf of the Class, claims damages and punitive damages for fraud, against the Defendants, and each of them.

53. The Plaintiff claims that the Defendants hold funds invested by the Plaintiff and other Class members any real or personal property or any other assets purchased with such funds obtained from the fraud perpetrated on the plaintiff as constructive trustees for the benefit of the Plaintiff;

54. The Plaintiff claims certificates of pending litigation against the Surrey Lands and the Fort St. John Lands.

55. The Plaintiff claims tracing orders against the defendants and third parties compelling them to deliver records relating to the funds invested by the Plaintiff and other Class members and assets acquired by the defendants or in respect to the fraud perpetrated on the Plaintiff and other Class members;

56. The Plaintiff claims interlocutory and permanent injunctions, among other things, restraining the Defendants, by themselves their servants, agents or otherwise, from disposing of any of their assets, real or personal, pre-judgment attachment orders, pre-judgment garnishment and for orders compelling third parties to provide information with respect to the funds invested by the Plaintiff and other Class members or assets acquired through such funds;

57. The Plaintiff claims an order or judgment of this Honourable Court seeking the assistance of those Courts or tribunals in other jurisdictions which the Plaintiff learns or

discovers is a jurisdiction where the Defendant, or one or more of them, have moved the funds invested by the Plaintiff, or has assets which can be traced to such funds;

58. The Plaintiff claims interest pursuant to the *Court Order Interest Act*, R.S.B.C. 1996, c. 79;

59. The Plaintiff claims special costs, or in the alternative, costs; and

60. The Plaintiff claims such further and other relief as the nature of the case may require and this Honourable Court may permit.

Part 3: LEGAL BASIS

61. Virginia made false statements to JPL and the Class members regarding the Tan Investment Scheme, knowing those statements were false, and provided JPL and the Class members with promissory notes relating to their investments in the Tan Investment Scheme, knowing that those notes were a sham and did not represent any real investment, with the intention to deceive JPL and the Class members.

62. The false statements made by Virginia concerning the Tan Investment Scheme, and the false pretense of the promissory notes, materially induced JPL and other Class members to provide Virginia with funds to invest in the Tan Investment Scheme, and Virginia knowingly received those funds from JPL and the other Class members under false pretenses.

63. Patrick and Marcus knew of the fraudulent conduct of Virginia and aided and assisted Virginia in carrying out that fraudulent conduct, which acts included repeating the false statements made by Virginia to JPL and other Class members and concealing the fraud from them.

64. The fraudulent conduct of Virginia, Patrick and Marcus has resulted in loss and damage to JPL and the other Class members, as set out in paragraphs 30 and 37 above.

65. JPL claims against the corporate Defendants, and each of them, on the basis of their vicarious liability for the acts and omissions of Virginia, Patrick and Marcus, and rely on the common law related thereto, including the law of agency.

66. Each and all of the Defendants conspired as aforesaid to defraud the JPL and the other Class members of their investments and to convert the investment funds of JPL and the other Class members to their own use.

67. The Defendants have been unjustly enriched by the receipt, retention and use of the JPL and the other Class members' funds, by achieving a benefit which corresponded to a detriment to JPL and the other Class members, for no juristic reason.

68. The Defendants, or one or more of them, received the proceeds of the fraud perpetrated on JPL and the other Class members or acquired assets with such funds with knowledge, actual or constructive, of such fraud. The Defendants had knowledge, actual or constructive, of all material facts set out above including, without limitation, the fact that Virginia was running a fraudulent investment operation as set out above.

69. JPL and the other Class members are entitled to a declaration of constructive trust and associated remedies because the defendants obtained funds from JPL and the other Class members through wrongful means, namely, the fraudulent investment operation, and those funds can be traced to acquisition or improvement of assets including, without limitation, the Surrey Lands, the Fort St. John Lands and the Sunshine Coast Project.

70. The Plaintiff is entitled to a certificate of pending litigation over the Surrey Lands and the Fort St. John Lands as it claims an equitable interest in such lands based on constructive trust. The Plaintiff pleads and relies on s. 215(1) of the *Land Title Act*, R.S.B.C. 1996, c. 250, as amended.

71. The Plaintiff pleads and relies on similar fact evidence referred to above, and other similar fact evidence of the same or similar scheme, in respect of investors other than the plaintiff herein.

Plaintiff's address for service: Bennett Mounteer LLP
#400 – 856 Homer Street
Vancouver, BC V6B 2W5

Fax number address for service (if any): 604-639-3681

E-mail address for service (if any): pb@hbmlaw.com

Place of trial: Vancouver, BC

The address of the registry is: The Law Courts
800 Smithe Street
Vancouver, BC V6Z 2E1

Date: November 14, 2017

"Paul R. Bennett"

Paul R. Bennett
Lawyer for Plaintiff

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

Part 1: CONCISE SUMMARY OF NATURE OF CLAIM:

The Plaintiff seeks recovery for losses caused by the Defendant's breach of trust and negligence in connection with a misleading investment scheme.

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:

- a class action
- maritime law
- aboriginal law

- constitutional law
- conflict of laws
- none of the above
- do not know

Part 4:

Class Proceedings Act, R.S.B.C. 1996, c. 50