

Amended pursuant to Supreme Court Civil Rule 6-1(1)(a)
Original filed 14/Jan/2021

No. S-210446
Vancouver Registry

**SUPREME COURT
OF BRITISH COLUMBIA
VANCOUVER REGISTRY**

APR 12 2021

IN THE SUPREME COURT OF BRITISH COLUMBIA

BETWEEN

**LCB SERVICES LTD., 2642985 ONTARIO INC.,
and ZACHARY KILLAM**

PLAINTIFFS

AND

**DAVID PACE-BONELLO, JOEY NICOL,
and DREAMHOST LLC**

DEFENDANTS

AMENDED NOTICE OF CIVIL CLAIM

This action has been started by the Plaintiffs 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 Plaintiffs.

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 Plaintiffs 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 Plaintiffs,

- (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 PLAINTIFFS

Part 1: STATEMENT OF FACTS

The Parties

1. The Plaintiff, LCB Services Ltd., is a company incorporated pursuant to the laws of British Columbia with an address for service in this proceeding at Suite 2600 – 595 Burrard Street, Vancouver, BC, V7X 1L3.
2. The Plaintiff, 2642985 Ontario Inc., is a company incorporated pursuant to the laws of Ontario with an address for service in this proceeding at Suite 2600 – 595 Burrard Street, Vancouver, BC, V7X 1L3. 2642985 Ontario Inc. is a wholly-owned subsidiary of LCB Services Ltd. and a consumer reporting agency registered pursuant to the *Consumer Reporting Act*, R.S.O. 1990, c. C.33.
3. The Plaintiff, Zachary Killam, is a director of LCB Services Ltd. and 2642985 Ontario Inc., a resident of British Columbia, and has an address for service in this proceeding at Suite 2600 – 595 Burrard Street, Vancouver, BC, V7X 1L3.
4. LCB Services Ltd. and 2642985 Ontario Inc. do business as the Landlord Credit Bureau (together, “**LCB**”). LCB operates and maintains a record keeping platform for landlords and a reporting agency, and provides other real estate related services. LCB provides services across Canada and operates a website located at <https://landlordcreditbureau.ca> (the “**LCB Website**”).
5. LCB operates a Twitter account under the name “Landlord Credit Bureau” with the handle @BureauLandlord.
6. Most of the LCB Website is freely available to the public. However, portions of the LCB Website are available only to users who register with LCB.
7. An affiliate of LCB provides similar services in the United States of America (“**USA**”), and operates a nearly identical website located at <https://landlordcreditbureau.com>.

8. The Defendant, David Pace-Bonello ("**Bonello**"), is an individual with an address at 14 – 94 East Ave South, Hamilton, Ontario, L8N 2T4.

9. The Defendant, Joey Nicol ("**Nicol**", and together with Bonello, the "**Personal Defendants**"), is an individual with an address at 14 – 94 East Ave South, Hamilton, Ontario, L8N 2T4.

10. The Defendant, DreamHost LLC ("**DreamHost**", and together with the Personal Defendants, the "**Defendants**"), is a limited liability company incorporated pursuant to the laws of California with an address for service of 417 Associated Rd., Brea, California, USA, 92821. DreamHost is a web hosting service provider.

11. The Personal Defendants, or some of them, have accused LCB of unlawful and unethical conduct, infringed the trademark and copyright of LCB, and sought to damage the business and reputation of the LCB and their directors.

The Unlawful Website, & the Blog & Social Media

12. In or around July 2020, the Personal Defendants created a website located at <https://landlordcreditbureaufacts.com> (the "**Unlawful Website**"). The **Unlawful Website** purports to contain information about LCB, LCB's business, and LCB's current and former directors and officers.

13. On or about January 7, 2021, the Personal Defendants created another website at <http://www.blog.landlordcreditbureaufacts.com/> (the "**Unlawful Blog**"). The **Unlawful Blog** purports to contain information about LCB, LCB's business, and LCB's current and former directors and officers.

14. The **Unlawful Website** and the **Unlawful Blog** are hosted by DreamHost.

15. The Personal Defendants hid their identity as the developers of the **Unlawful Website** and the **Unlawful Blog** by using a private URL registration with DreamHost.

16. The **Unlawful Website** and the **Unlawful Blog** are freely available to the public. The Personal Defendants do not charge individuals to view material on the **Unlawful Website** and the **Unlawful Blog**.

17. The Personal Defendants did not seek comment or clarification from LCB or Mr. Killam prior to publishing any of the content of the Unlawful Website or the Unlawful Blog. At all material times, the Website and the Blog contained substantially the same statements about LCB, LCB's business, and LCB's current and former directors and officers.

18. The Personal Defendants operate a Twitter account entitled "Landlord Credit Bureau Facts" with the handle @BureauFacts (the "Unlawful Twitter Account"). The Unlawful Twitter Account purports to provide information about LCB, LCB's business, and LCB's current and former directors and officers.

The Defamatory Statements on the Unlawful Website, & the Blog and Social Media

19. Since in or around July 2020, numerous defamatory statements have been published by the Personal Defendants on the Unlawful Website and, the Unlawful Blog, and the Unlawful Twitter Account.

20. On the Unlawful Website, the Unlawful Blog, or both, the Personal Defendants have published, among other statements, the following false and defamatory statements about LCB the Plaintiffs:

- (a) "There is currently no finding of fact from the Registrar that Landlord Credit Bureau is not compliant with the Consumer Reporting Act but there have been issues with them not disclosing information as required under the act which are the subject of pending complaints";
- (b) LCB maintains a "bad tenant" list and shares "tenants [*sic*] personal information without express consent";
- (c) LCB "claims landlords have the right to share your personal information with them without your prior consent";
- (d) "Once [a letter is sent to the Plaintiffs] it is unlawful for Landlord Credit Bureau to share your data with anyone, protecting your personal information and circumventing the process the LCB uses to put you on their bad tenant list"; and
- (e) LCB is registered as credit reporting agency in an attempt to "circumvent one of the core findings of [the Ontario Privacy Commissioner's] report.";
- (f) "This is what the real business model of the Landlord Credit Bureau is – a veneer of respectability concealing a cruel blacklist the tenant isn't even aware of. This kind of predatory business model is not only against the law, it's against the very principles of this country. It's time for Zac Killam to stop abusing tenants in this country and end this practice immediately.";
- (g) "What this arguably could be perceived as is an attempt by Landlord Credit Bureau to assist in circumventing your Provincial tenancy laws and the legal tribunals tasked with adjudicating them. The legal pitfalls here are numerous and landlords should tread carefully to protect themselves and get a legal opinion before proceeding.";
- (h) "This section about misuse of the platform really needs to be called out here because Landlord Credit Bureau CEO Zachary Killam is also in the landlord business with his stake in LiveWell Property Management. This relationship is exploited to harvest data from LiveWell tenants without their consent. The ethical problems raised by this relationship are huge and potentially criminal in nature. This is a gross misuse of their platform and they are the main perpetrators.";
- (i) "Continuing on the subject of misuse, the LCB has refused to comply with the Consumer Reporting Act and provide details of the data they have on file for tenants when asked by that tenant. I know this because they did it to me and to

other neighbours of mine. They also don't provide information about the tenants rights regarding security freezes anywhere on their public facing page despite a legal obligation to do so."; and

- (j) "The only utility in [reporting to LCB] seems to be for the purposes of blacklisting a tenant to other landlords subscribing to the service and that is an illegal practice".

21. On the Unlawful Twitter Account, the Personal Defendants have published the following false and defamatory statements about the Plaintiffs:

- (a) The Personal Defendants have examined "Landlord Credit Bureaus data security compliance regime and [made] some disturbing discoveries";
- (b) "Secret fields for landlords only is straight up illegal. Pushing tenants into a system that generates illegal reports on them without their consent is pure exploitation. None of this is complex.";
- (c) In response to statements made by individuals unaffiliated with LCB who the Personal Defendants incorrectly refer to as LCB advocates, "And here it is folks Landlord Credit Bureau advocates suggesting my family should be blacklisted for standing up for our rights" and "What's your business relationship with this company that promoting an illegal blacklist and is under investigation by two government agencies and counting"?;
- (d) In response to a statement regarding the benefits of LCB's business, "Tribunals, courts and tenancy laws are exactly what you are lawfully obliged to rely on. What of alternative system outside of courts, tribunals and laws is the LCB suggesting here? A private blacklist managed by landlords, for landlords.";
- (e) "Did you know that #hamont corporate landlord LiveWell Property Management has ties to the Landlord Credit Bureau and feeds their tenants personal data to them without consent so they can sell that data to other landlords? #onpoli";
- (f) "The Landlord Credit Bureau appears to be violating the Consumer Reporting Act for not educating tenants about their rights to protect their personal data";
- (g) "What they want is my silence. What they want is to continue operating in the dubious and exploitive ways they have been operating to date. What they want is their tenants to be ignorant because ignorance is the only way they can get away with what they are currently doing.";
- (h) LCB does not "report to Transunion at all. Integration with Equifax reporting is not functional on the site. Does this mean they are somehow still reporting? I don't honestly know. What definitely works is the tenant records and these are only seen by other landlords.";
- (i) "There are laws that govern credit reporting and handling of personal data and LCB is not compliant with them. They own a property business – that's like Equifax owning a credit card company. How can I expect impartial results when the credit bureau is also the creditor?";

- (j) "We believe we have a Charter protected right to criticize and comment on multimillionaire corporate landlords and their schemes to create what is effectively a tenant blacklist. LCB is trying to interfere with that right because they don't want YOU to know the facts."; and
- (k) "@AcornHamilton Warn your members and followers: Landlord Credit Bureau and LiveWell properties are stealing their data and making a blacklist."

22. On the Unlawful Website, the Unlawful Blog, the Unlawful Twitter Account, or both any or all of them, the Personal Defendants have published the following false and defamatory statements about Mr. Killam ~~LCB's directors and officers~~, including:

- (a) Mr. Killam "is running a property management business where he acts as a residential landlord while at the same time running a supposedly impartial third party credit bureau. The conflict of interest situation here is very striking – if you are a tenant of Mr. Killam in one of his Live Well properties you are automatically getting signed up for the Landlord Credit Bureau and Killam would have a hand in arbitrating any disputes a tenant might raise against Live Well Properties reporting to the bureau. This would be like if Equifax also owned a bank that lent money. The people tasked with managing your credit should never be your creditors. This is a clear conflict of interest and we believe Mr. Killam should at least divest himself of his holdings in Live Well Property Management if he wants to also operate a credit bureau for Landlords."; and
- (b) "In August of last year this blog started up and reported the fact that LiveWell Property Management and the Landlord Credit Bureau had an ethically dubious relationship. Zac Killam was a director of both companies. To us this represented a serious conflict of interest – how could our landlord be expected to impartially adjudicate disputes with information reported to the Landlord Credit Bureau when is also financially involved with the Landlord Credit Bureau? It sounded so many alarm bells in me I knew I had to get the word out"... "This is what Zac Killam considers 'no conflict of interest'. He holds part of a \$1.35 million dollar note on the building I live in. The building he has been using to harvest data from with Landlord Credit Bureau".
- (c) ~~Marv Steier, a former director of LCB, "is a long time landlords rights activist and owner of several companies attempt to create bad tenant list style resources for landlords. His prior attempts at launching tenant blacklist resources appear to have failed in Canada."~~

(together with the statements in paragraphs 18~~21~~ and 22, the "**Defamatory Statements**").

23. The dates upon which the Defamatory Statements were published on the Unlawful Website, the Unlawful Blog, the Unlawful Twitter Account, or both any or all of them, are within the knowledge or discoverability of the Personal Defendants.

24. The Defamatory Statements have been accessed and read by many individuals within British Columbia and more broadly in Canada and the United States where LCB does business, including but not limited to LCB customers, potential customers, and others within the residential tenancy and credit reporting industries or communities. Numerous individuals in British Columbia,

~~including LCB's clients, have read the Defamatory Statements. The names and other particulars of the individuals who read the Defamatory Statements are not presently known to the Plaintiffs.~~

Passing Off

25. LCB Services Ltd. is the ~~owner~~applicant of the "Landlord Credit Bureau" trademark application (Trademark Application No. 2046431) (the "**Mark**") and LCB derives rights from the Mark at common law. LCB Services Ltd. is the owner of the "Landlord Credit Bureau" logo (the "LCB Logo") and derives rights from the LCB Logo at common law.

26. LCB has used the Mark in association with LCB's wares and services, ~~namely, including the operation of a record keeping platform for landlords, a reporting agency, credit reporting service for landlords and tenants, and real estate services, and rental property services, since at least 2016 throughout Canada.~~ LCB has used the LCB Logo in association with LCB's wares and services, including the operation of a record keeping platform for landlords, a reporting agency, and real estate services, since at least 2020 throughout Canada.

27. LCB has generated substantial goodwill in the Mark and the LCB Logo in association with its wares and services.

28. LCB has not authorized others to use the Mark or the LCB Logo in association with LCB's wares and services.

29. The Personal Defendants have used and reproduced LCB's Mark and the LCB Logo on the Unlawful Website, the Unlawful Blog, the Unlawful Twitter Account, or both any or all of them in connection with LCB's wares and services. The Personal Defendants have used screenshots of the public and registered users only portions of the LCB Website containing the Mark and included the Mark in the URL of the Unlawful Website and the Unlawful Blog. The Personal Defendants have used the LCB Logo as part of their own logo or profile picture on the Unlawful Blog and the Unlawful Twitter Account. In doing so, the Personal Defendants have misrepresented to the public the source of their wares and services to be those of LCB, causing harm to LCB.

Copyright Infringement

~~27. The Plaintiffs are the owners of some or all of the names, images, and the photographs contained on the LCB Website (the "**Works**"). Copyright subsists in each of the Works, of which the Plaintiffs have right to.~~

~~28. The Defendants have reproduced substantial portions of the Works on the Website, the Blog, or both.~~

~~29. The Defendants have used the Works without permission of the Plaintiffs.~~

~~30. On or about January 4, 2021, LCB served DreamHost with a takedown notice pursuant to the Digital Millennium Copyright Act (United States) ("**DMCA**"), asserting that many of the images, text, and designs located on the Website infringe the Works, and that use of the Works has not been authorized by the Plaintiffs.~~

31. ~~Shortly thereafter, DreamHost removed the Website in accordance with the takedown notice.~~

32. ~~On or about January 6, 2021, the Personal Defendants filed a DMCA counter notification to the takedown notice, asserting that the Website does not infringe the trademark or copyright of the Plaintiffs.~~

33. ~~On or about January 7, 2021, the Personal Defendants launched the Blog and reproduced the Works on this new website.~~

Part 2: RELIEF SOUGHT

30. The Plaintiffs claim against the Defendants:

- (a) an interim, interlocutory, and permanent injunction restraining the Personal Defendants from further writing, posting, or publishing or causing to be written, posted, published, or otherwise publishing the Defamatory Statements ~~or the Portraits~~, or publishing further defamatory statements about or concerning the Plaintiffs or LCB's current and former directors and officers;
- (b) an interim, interlocutory, and permanent injunction restraining the Defendants from further using, producing, reproducing, posting, publishing, or causing to be used, posted, produced, reproduced, published, or otherwise publishing, reproducing, or producing the Mark or the LCB Logo, including such use in any domain name, logo or profile picture;
- (c) ~~an interim, interlocutory, and permanent injunction restraining the Defendants from further using, producing, reproducing, posting, publishing or causing to be used, posted, produced, reproduced, published, or otherwise publishing, reproducing, or producing the Works or any substantial portion thereof;~~
- (c) a mandatory order compelling the Defendants to remove the Defamatory Statements, and the Mark, ~~and the Works~~ from all Internet websites, online message boards, and social media platforms within their control;
- (d) a mandatory order compelling the Defendants to transfer the Unlawful Website, the Unlawful Blog, and any other domains within their control that include the Mark or the LCB Logo to LCB;
- (e) general damages;
- (f) special damages;
- (g) interest pursuant to the *Court Order Interest Act*, R.S.B.C. 1996, c. 79;
- (h) the costs of this proceeding; and
- (i) such further and other relief as this Honourable Court may seem just.

Part 3: LEGAL BASIS

Defamation

31. The Personal Defendants' published or caused to be published the Defamatory Statements. The Personal Defendants have and continue to carry out a public campaign against the business of LCB and Mr. Killam, spreading false information about LCB disguised as fact and even legal advice. The Personal Defendants have falsely accused LCB and Mr. Killam of predatory, criminal, illegal, or otherwise unethical behaviour.

32. In publishing broadly and continually expanding upon the Defamatory Statements via the Unlawful Website, Unlawful Blog and social media, the Personal Defendants have maliciously and in bad faith targeted LCB and Mr. Killam and acted maliciously and in bad faith. The Personal Defendants appear to have a vendetta against LCB and Mr. Killam that has manifested itself in, among other things, personal attacks against anyone associated with LCB or whom the Personal Defendants believe to be associated with LCB. In furtherance of this goal, the Personal Defendants improperly registered as landlord users of the LCB Website and continue to use the LCB Website under false pretences.

33. Further, and in the alternative, the Personal Defendants published the Defamatory Statements under the guise of consumer protection, while knowing that the Defamatory Statements were false or misleading and/or while intentionally, recklessly, or callously disregarding the falsity of the Defamatory Statements, and without regard to the harm that the allegations and inaccurate statements would cause the Plaintiffs.

34. The words in the Defamatory Statements referred to or were understood to refer to the Plaintiffs. The sole purpose of the Unlawful Website and, the Unlawful Blog, and the Unlawful Twitter Account is to attack, via purported "facts", comment on LCB, LCB's business, and LCB's current and former directors and officers.

35. The Defamatory Statements relate to the business of LCB, which it carries on in British Columbia, and to Mr. Killam, who resides in British Columbia.

36. The Defamatory Statements in their entirety, in their natural and ordinary meaning, including their express and implied meaning in their full context, and/or by innuendo, are false and defamatory of the Plaintiffs.

37. In addition to the natural and ordinary meanings of the Defamatory Statements – taken in their full context which includes the entirety of the Unlawful Website, the Unlawful Blog, and the Unlawful Twitter Account, which all contribute to the defamatory nature and meanings of the Defamatory Statements – the Defamatory Statements, individually or collectively, would lead a reasonable reader to conclude, or would mean or would be understood to mean, the following regarding LCB:

- (a) engages in unlawful activities, including the misuse of personal information without consent;
- (b) unlawfully and/or improperly obtains and misuses personal information;

- (c) acts with callous disregard for privacy legislation and the personal information of tenants;
- (d) engages in predatory, unethical and even potentially criminal business practices;
- (e) operates its business in a manner that is contrary to applicable law and regulations;
- (f) is managed or directed by dishonest and untrustworthy individuals;
- (g) is the subject of justified or independent complaints to regulators; and
- (h) is not a legitimate credit reporting agency and is only registered as a credit report agency in order to violate privacy legislation.

38. In addition to the natural and ordinary meanings of the Defamatory Statements— taken in their full context which includes the entirety of the Unlawful Website, the Unlawful Blog, and the Unlawful Twitter Account, which all contribute to the defamatory nature and meanings of the Defamatory Statements — the Defamatory Statements, individually or collectively, would lead a reasonable reader to conclude, or would mean or would be understood to mean, the following regarding Mr. Killam:

- (a) is dishonest and cannot be trusted;
- (b) is abusive to tenants and engaged in illegal, predatory, unethical and potentially criminal business practices;
- (c) is knowingly, intentionally, or recklessly acting in a conflict of interest, including knowingly, intentionally or recklessly; and
- (d) does not exercise proper judgment and makes poor business decisions.

39. The Plaintiffs further plead that the tone of the Unlawful Website, the Unlawful Blog, and the Unlawful Twitter Account, including the headlines, imagery and other content therein, further contribute to the defamatory nature of the Defamatory Statements.

40. By reason of the publication of the Defamatory Statements, LCB has suffered reputational harm and damage to its business including, among other things, the loss of existing and potential clients.

41. By reason of the publication of the Defamatory Statements, Mr. Killam has suffered reputational harm.

42. The Plaintiffs have incurred costs and spent a significant amount of time investigating who is behind the Unlawful Website and the Unlawful Blog in seeking to have the Defamatory Statements removed from the Internet.

43. The Defamatory Statements have caused irreparable harm to LCB's business and reputation and to Mr. Killam's reputation, and the Personal Defendants have shown they will republish the Defamatory Statements and other defamatory statements in alternate formats or

publications. The Personal Defendants have continued to make the Defamatory Statements and other similar statements in different formats online.

44. The Defamatory Statements, or some of them, remain published on the Website, the Blog, Twitter, or both any or all of them and can be viewed by the public in British Columbia and elsewhere as at the date of filing of this Notice of Civil Claim, and therefore the publication of the Defamatory Statements is ongoing.

Passing Off

45. LCB has established goodwill in association with the Mark, the LCB Logo, and associated wares and services.

46. The Personal Defendants, through the Unlawful Website, the Unlawful Blog, the Unlawful Twitter Account, or both any or all of them, have used and continue to use the Mark and the LCB Logo. The Personal Defendants are using the Mark and the LCB Logo in the same wares and services as that of LCB.

47. The Personal Defendants' use of the Mark and the LCB Logo is without the consent of LCB.

48. The Personal Defendants, through the use of the Mark and the LCB Logo via the Unlawful Website, the Unlawful Blog, the Unlawful Twitter Account, or both any or all of them, have misled and are misleading consumers with respect to the source of the Personal Defendants wares or services. For example, the name of the Unlawful Website and the Unlawful Blog and the content included therein, and the use of the LCB Logo in the Unlawful Website, the Unlawful Blog, and the Unlawful Twitter Account, has led the public to believe that the Unlawful Website, or the Unlawful Blog, the Unlawful Twitter Account, or both any or all of them originate from LCB.

49. The deception by the Personal Defendants and passing off the Mark and the LCB Logo has resulted in harm to LCB.

Copyright Infringement

~~53. The Defendants, through the Website, the Blog, or both, have reproduced substantial portions of the Works without permission of the Plaintiffs.~~

~~54. The reproduction of the Works was without the consent of the Plaintiffs.~~

~~55. The reproduction of the Works has infringed the rights of the Plaintiffs, and caused the Plaintiffs harm.~~

50. The Plaintiffs plead and rely upon:

- (a) *Court Order Interest Act*, R.S.B.C. 1996, c. 79;
- (b) *Libel and Slander Act*, R.S.B.C. 1996, c. 263; ~~*Privacy Act*, R.S.B.C. 1996, c. 373;~~
- (c) *Trademarks Act*, R.S.C. 1985, c. T-13; and

- (d) ~~Copyright Act, R.S.C. 1985, c. C-42~~ Consumer Reporting Act, R.S.O. 1990, c. C.33.

Plaintiffs' address for service: Blake, Cassels & Graydon LLP
Barristers and Solicitors
Suite 2600, Three Bentall Centre
595 Burrard Street, PO Box 49314
Vancouver, BC V7X 1L3
Attention: Laura M. Cundari Iris Fischer

Fax number address for service (if any): N/A

E-mail address for service (if any): Vancouver.service@blakes.com and
laura.cundari@blakes.com
iris.fischer@blakes.com

Place of trial: Vancouver, B.C.

The address of the registry is: 800 Smithe Street, Vancouver, B.C.

Date: ~~14/Jan/2021~~ 12/Apr/2021



Signature of

☐ Plaintiff ☒ lawyer for Plaintiffs

Per: Laura M. Cundari
Iris Fischer

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:

Claim in defamation, breach of privacy, trademark infringement, copyright infringement, and breach of contract.

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:

Court Order Interest Act, R.S.B.C. 1996, c. 79

Libel and Slander Act, R.S.B.C. 1996, c. 263

~~*Privacy Act*, R.S.B.C. 1996, c. 373~~

Consumer Reporting Act, R.S.O. 1990, c. C.33

**ENDORSEMENT ON ORIGINATING PLEADING OR PETITION FOR SERVICE
OUTSIDE BRITISH COLUMBIA**

The Plaintiffs claim the right to serve this pleading on the Defendants, David Pace Bonello, Joey Aspen Nicol, and DreamHost LLC, outside British Columbia on the ground that there is a real and substantial connection between British Columbia and the facts on which the proceeding against the Defendants is based because the claim concerns a tort committed in British Columbia a business carried on in British Columbia.