



Court File No.

**ONTARIO
SUPERIOR COURT OF JUSTICE**

B E T W E E N:

(Court Seal)

LONDON HEALTH SCIENCES CENTRE

Plaintiff

-and-

DIPESH PATEL, PARESH SONI, DEREK LALL, NILESH MODI a.k.a. NEEL MODI, VARSHA PATEL, 2473127 ONTARIO INC. dba BH CONTRACTORS, 2535531 ONTARIO INC. dba GBI FACILITIES MANAGEMENT, 2208650 ONTARIO INC. dba GBI DATA, 2851807 ONTARIO INC. dba GBI CONSTRUCTION, 1601842 ONTARIO INC., 147 POND MILLS INC., 2610182 ONTARIO INC., 139 GODFREY DRIVE INC., 153 GODFREY DRIVE INC., JOHN DOE, JANE DOE, and other persons unknown who have conspired with the named Defendants

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.

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 court office: Superior Court of Justice
80 Dundas Street
London, ON
N6A 6A3

TO: Dipesh Patel
2026 Case Court
London, Ontario N6G 5G1

AND TO: Paresh Soni
124 Chesham Court
London, Ontario N6G 3T4

AND TO: Derek Lall
124 Woodvale Drive
Dorchester, Ontario N0L 1G3

AND TO: Nilesh Modi a.k.a. Neel Modi
99 Broadway Avenue, Unit 104
Toronto, Ontario M4P 1V2

AND TO: Varsha Patel
2026 Case Court
London, Ontario N6G 5G1

AND TO: 2473127 Ontario Inc. dba BH Contractors
60 North Center Road
London, Ontario N5X 3X5

AND TO: 2535531 Ontario Inc. dba GBI Facilities Management
746 Baseline Road East, Unit 102
London, Ontario N6C 2R5

AND TO: 2208650 Ontario Inc. dba GBI Data
746 Base Line Road East, Unit 102
London, Ontario N6C 2R5

AND TO: 2851807 Ontario Inc. dba GBI Construction
104 Balnagowan Place
London, Ontario, N6G 4E6

AND TO: 1601842 Ontario Inc.
2026 Case Court
London, Ontario N6G 5G1

AND TO: 147 Pond Mills Inc.
132 Edwin Drive
London, Ontario N6C 0A9

AND TO: 2610182 Ontario Inc.
746 Base Line Road East, Unit 102
London, Ontario N6C 2R5

AND TO: 139 Godfrey Drive Inc.
746 Base Line Road East
London, Ontario, N6C 2R5

AND TO: 153 Godfrey Drive Inc.
746 Base Line Road East
London, Ontario, N6C 2R5

AND TO: John Doe/Jane Doe

CLAIM

1. The Plaintiff, London Health Sciences Centre (“**LHSC**”), claims as against the Defendants Dipesh Patel (“**Patel**”), Paresh Soni (“**Soni**”), Derek Lall (“**Lall**”), Nilesh Modi a.k.a. Neel Modi (“**Modi**”), 2473127 Ontario Inc. dba BH Contractors (“**BH Contractors**”), 2535531 Ontario Inc. dba GBI Facilities Management (“**GBI Facilities Management**”), 2208650 Ontario Inc. dba GBI Data (“**GBI Data**”), and 2851807 Ontario Inc. dba GBI Construction (“**GBI Construction**”) (collectively, the “**Primary Defendants**”):

- (a) damages for civil fraud/fraudulent misrepresentation, conspiracy, conversion, unjust enrichment, breach of fiduciary duty and/or knowing assistance in that breach of fiduciary duty, breach of confidence, and knowing receipt, in the amount of \$50 million plus further sums, the particulars of which will be provided prior to trial;
- (b) punitive damages in the amount of \$1.5 million;
- (c) special damages arising from the detection, investigation, and quantification of the losses suffered by the Plaintiff, as described herein, the particulars of which will be provided prior to trial;

2. The Plaintiff claims as against Varsha Patel (“**Varsha**”), 2610182 Ontario Inc. (“**182 Ontario**”), 139 Godfrey Drive Inc. (“**139 Godfrey**”), 153 Godfrey Drive Inc. (“**153 Godfrey**”), 147 Pond Mills Inc. (“**147 Pond Mills**”), and 1601842 Ontario Inc. (“**842 Ontario**”):

- (a) damages for knowing receipt, unjust enrichment, and conversion, the particulars of which will be provided at trial;

3. The Plaintiff claims as against all Defendants, the following relief:
- (a) an accounting of all funds, assets, and property of any kind had, received, and that continue to be received by the Defendants, directly or indirectly from LHSC, and any proceeds thereof, wherever situated;
 - (b) an equitable tracing order into and through any financial institution, accounts or deposit facilities in the name of any of the Defendants and into or through any assets purchased by any of the Defendants with the money fraudulently obtained from LHSC and to recover these assets;
 - (c) disgorgement and/or restitution of monies received by each of the Defendants, including all amounts of salary and compensation paid to Patel, Lall, and Modi during the material time;
 - (d) a declaration that LHSC possesses an equitable interest in the real and personal property of the Defendants, and each them, whether already acquired or to be acquired by them, on the basis of a constructive, resulting, implied, and/or express trust, the particulars of which will be provided before trial;
 - (e) leave to issue and register certificates of pending litigation on the CPL Properties, as defined below;
 - (f) a declaration that any judgment in this action shall survive the bankruptcy or insolvency of any of the Defendants by operation of the *Bankruptcy and Insolvency Act*, RSC 1985, c. B-3, as amended, and in particular section 178;

- (g) pre-judgment interest in accordance with section 128 of the *Courts of Justice Act*, R.S.O. 1990, c. C.43, as amended;
- (h) post-judgment interest in accordance with section 129 of the *Courts of Justice Act*, R.S.O. 1990, c. C.43, as amended;
- (i) the costs of this proceeding on a full, or in the alternative, substantial indemnity basis, including all applicable taxes; and
- (j) such further and other relief as to this Honourable Court may seem just.

The Parties

(a) The Plaintiff

4. LHSC is a public hospital operating in the Province of Ontario pursuant to the provisions of the *Public Hospitals Act*, R.S.O. 1990, c P.40. It is one of Canada's largest acute-care teaching hospitals. LHSC is based in London, Ontario and serves as a regional referral center for Southwestern Ontario.

(b) The Individual Defendants

5. Patel is an individual residing in London, Ontario. Patel served as a senior executive at LHSC responsible for facilities management between 2013 and 2024. He stood in a fiduciary position to LHSC and owed LHSC a duty of undivided loyalty. At the time of his termination from LHSC in August 2024, Patel held the position of Executive, Capital Redevelopment and Environmental Operations.

6. Soni is an individual residing in London, Ontario. Soni is involved in several companies that provided services to LHSC between 2013 and 2024, specifically “BH Contractors” and the “GBI” companies, as discussed below. Soni is a close personal contact of Patel. Soni and Patel share multiple financial endeavours and personal connections, including common friends.

7. Lall is an individual residing in Dorchester, Ontario. Between September 2014 and February 2025, Lall worked at LHSC, holding the position of Director, Facility Management. Lall reported directly to Patel during the entirety of his tenure at LHSC.

8. Modi is an individual residing in Toronto, Ontario. Modi worked at LHSC from September 2014 to February 2025. Modi reported to Patel when he was hired at LHSC in 2014.

9. Varsha is an individual residing in London, Ontario. Varsha is Patel’s spouse.

(c) The Corporate Defendants

10. BH Contractors is a corporation incorporated under the laws of Ontario with a registered address in London, Ontario. It was incorporated on or around June 30, 2015, and since that time has conducted business under the name BH Contractors. At all times since the incorporation of BH Contractors, Soni has been its sole director and officer.

11. GBI Data is a corporation formed under the laws of Ontario with a registered address in London, Ontario. Between October 22, 2012 and October 21, 2017, it conducted business under the name GBI Canada. Since June 30, 2021, it has conducted business under the name GBI Data. At all times since the incorporation of GBI Data, Soni has been its sole director and officer.

12. GBI Facilities Management is a corporation formed under the laws of Ontario with a registered address in London, Ontario. It was incorporated on or around September 7, 2016, and since then it has conducted business under the name GBI Facilities Management. At all times since the incorporation of GBI Facilities Management, Soni has been its sole director and officer.

13. GBI Construction is a corporation formed under the laws of Ontario with a registered address in London, Ontario. It was incorporated on July 5, 2021 and has conducted business under the name GBI Construction since August 9, 2021. At all times since the incorporation of GBI Construction, Soni has been its sole director and officer.

14. 182 Ontario is a corporation formed under the laws of Ontario with a registered address in London, Ontario. 182 Ontario was incorporated on or around December 11, 2017. At all times since the incorporation of 182 Ontario, Soni has been its sole director and officer.

15. 139 Godfrey is a corporation formed under the laws of Ontario with a registered address in London, Ontario. 139 Godfrey was incorporated on or around September 5, 2019. At all times since the incorporation of 139 Godfrey, Soni has been its sole director and officer.

16. 153 Godfrey is a corporation formed under the laws of Ontario with a registered address in London, Ontario. 153 Godfrey was incorporated on or around September 5, 2019. At all times since the incorporation of 153 Godfrey, Soni has been its sole director and officer.

17. 842 Ontario is a corporation formed under the laws of Ontario with a registered address in London, Ontario. 842 Ontario was incorporated on or around March 16, 2004. At all times since the incorporation of 842, Patel has been its sole director and officer.

18. 147 Pond Mills is a corporation formed under the laws of Ontario with a registered address in London, Ontario. Patel is a former director of 147 Pond Mills and he personally filed its 2014 annual return.

Overview

19. This action arises from a prolonged, deliberate, and coordinated fraud orchestrated by the Defendants to systematically defraud LHSC of tens of millions of dollars through deception, concealment, and the abuse of trusted positions.

20. LHSC began investigating serious irregularities arising from certain procurement-related matters in or around the fall of 2024. The investigation revealed a fraudulent scheme to defraud LHSC through improper procurement practices that commenced in or around 2013 (the “**Fraudulent Scheme**”). These improper practices include the following:

- (a) serious failures to declare material conflicts of interest in procurement matters;
- (b) the awarding of contracts to parties despite conflicts of interest and bid deficiencies;
- (c) the circumvention of procurement safeguards at LHSC;
- (d) the inappropriate use of competitive bidding exemptions;
- (e) LHSC personnel receiving consideration from (or having financial interests in) vendors;
- (f) the submission of fraudulent documents to LHSC as part of bidding and payment processes; and

(g) inflated invoicing for work that was not performed.

21. As a result of the Fraudulent Scheme, the Defendants have defrauded LHSC of tens of millions of dollars.

The Procurement Process at LHSC

22. Procurement matters at LHSC are subject to a set of safeguards, emanating from provincial legislation and LHSC policies. These safeguards include: (i) the use of formal request-for-proposal (“**RFP**”) processes; (ii) strict requirements concerning the disclosure of conflicts of interest by LHSC personnel and bid proponents; (iii) strict prohibitions on LHSC personnel disclosing confidential information to bid proponents; and (iv) strict limits on non-competitive bid exemptions, i.e. where the formal RFP process may be dispensed with.

23. These procurement-related safeguards at LHSC were flouted, circumvented, ignored, and/or frustrated in a manner that permitted the Fraudulent Scheme to occur for approximately a decade at LHSC.

24. At all times that the Fraudulent Scheme occurred, procurement at LHSC was facilitated through a joint venture between LHSC and the other major London-based public hospital, St. Joseph’s Health Care London, known as Healthcare Materials Management Services (“**HMMS**”).

25. HMMS oversaw RFP processes at LHSC during the period that the Fraudulent Scheme occurred. However, LHSC personnel including Patel and Lall were heavily involved in certain RFP processes, including as bid evaluators.

26. As a senior executive at LHSC responsible for facilities management, Patel was responsible for the overall leadership, strategic direction and management of Facilities Planning and Facilities Engineering at LHSC. This included the provision of innovative new construction, tracking use of space, maintenance of architectural and structural drawings and documentation, ecological/energy stewardship, and facility improvement and maintenance.

27. As Director, Facilities Planning, Design & Development at LHSC, Lall was accountable for managing all aspects of LHSC's capital projects, including Infrastructure Ontario directed projects, Ministry of Health and Long-Term Care approved projects, and internal hospital renovation projects. His responsibilities included ensuring that all projects complied with the directions outlined in the Ministry of Health and Long-Term Care Capital Planning Manual, and relevant procurement guidelines issued by Infrastructure Ontario, HMMS, LHSC, and all applicable building codes.

The Fraudulent Scheme

28. Beginning in the fall of 2013, shortly after Patel began working at LHSC as the Vice-President of Facilities Management, Patel conspired with the other Primary Defendants to perpetrate a fraud against LHSC by improperly facilitating the award of multiple major LHSC contracts to Soni's companies, including GBI Facilities Management, GBI Data, and GBI Construction (collectively "**GBI**") and BH Contractors. He did so by, among other things, abusing his position of trust as a senior executive of LHSC and colluding with the other Primary Defendants to circumvent procurement protocols, falsify documents, make off-record payments for no legitimate reason, inflate invoices, charge for work that was not performed, and create fictitious personas to conceal the true identities of the individuals behind the Fraudulent Scheme. They also

incorporated GBI and BH Contractors for the purpose of executing the Fraudulent Scheme, as described below.

(a) GBI

29. As part of the Fraudulent Scheme, Patel conspired with the other Primary Defendants to create GBI and cause LHSC to award GBI significant contracts valued at over \$11 million.

30. In the fall of 2013, Patel caused LHSC to retain GBI to provide consulting services through what would become the first of numerous purchase orders over the course of several years. In connection with the initial GBI purchase order, Soni took part in drafting a competitive bidding exemption (“**CBE**”) briefing note that Patel submitted to justify the purchase order’s exemption from competitive bidding, thereby circumventing LHSC’s procurement processes. Patel and the other Primary Defendants coordinated with GBI to artificially inflate the amounts charged by GBI for annual salaries, management fees, and labour for services and to bill LHSC for work that was not actually performed by GBI. For example, GBI invoiced LHSC for over \$300,000 in consulting services relating to a reporting system entitled “**FMX**” that did not exist.

31. On June 16, 2016, HMMS sent out an expression of interest email concerning an RFP for facilities management work (“**2016 Facilities RFP**”) to a number of recipients, including Soni. In connection with the 2016 Facilities RFP, Patel and Lall as acted as the only two evaluators.

32. On or around July 28, 2016, GBI submitted a proposal in connection with the 2016 Facilities RFP. Patel and Lall caused LHSC to award GBI the bid for a three-year contract valued at \$1,135,906, which was executed on or around March 24, 2017 (“**2017 GBI Contract**”). GBI was awarded the bid despite there being multiple deficiencies with its submission and

qualifications, including non-compliance with insurance requirements, no valid Workplace Safety and Insurance Board (“**WSIB**”) certificates, and a lack of relevant experience. Additionally, the individual Primary Defendants incorporated GBI Facilities Management only after it had already been awarded the bid for the 2016 Facilities RFP.

33. Following the execution of the 2017 GBI Contract, the Primary Defendants conspired to cause LHSC to extend and increase fees for existing work and award new bids to GBI, including:

- (a) Amending the 2017 GBI Contract to increase fees by \$400,000 per year for the three-year term;
- (b) Extending the 2017 GBI Contract under a series of fraudulently prepared and non-compliant CBEs;
- (c) Awarding a further three-year contract to GBI in response to a 2022 RFP, valued at approximately \$1,000,000 per year.

34. Between 2013 and 2024, GBI received \$11,179,372 from LHSC for facilities management services.

(b) BH Contractors

35. As part of the Fraudulent Scheme, Patel conspired with the other Primary Defendants to create BH Contractors and cause LHSC to award BH Contractors significant contracts valued at nearly \$30 million over the course of ten years.

36. In 2015, Patel coordinated with the other Primary Defendants to improperly add BH Contractors to LHSC’s vendor of record (“**VOR**”) list, which lists vendors from whom LHSC is

authorized to procure goods and services. The Primary Defendants fraudulently transferred the VOR listing for another vendor, BL Hanna, to BH Contractors very shortly after the VOR listing was granted, despite BL Hanna and BH Contractors being separate and unrelated legal entities.

37. Following the VOR transfer, the Primary Defendants conspired to cause LHSC to award several significant purchase orders and contracts to BH Contractors, including:

- (a) In 2016, a large-scale project to replace windows at University Hospital (“**UH Window Replacement Contract**”) was awarded to BH Contractors despite there being multiple irregularities in its bid, including non-compliance with the insurance and WSIB requirements;
- (b) From April 2018 onwards, purchase orders were issued to BH Contractors in connection with the UH Window Replacement Contract under a series of fraudulently prepared and non-compliant CBEs;
- (c) In 2022 BH Contractors’ VOR status was renewed despite the fact that the application contained inaccurate and falsified documents, and some documents were signed by “Paul Smith”, a fictitious alias used by Soni and/or other unknown persons at BH Contractors in furtherance of the Fraudulent Scheme.

38. Between 2015 to 2024, BH Contractors received \$29,587,393 in payments from LHSC for general contractor services. Of the total paid to BH Contractors, \$21,969,692 related to the UH Window Replacement Contract. The amount paid by LHSC for the UH Window Replacement Contract exceeded BH Contractor’s initial bid by approximately \$10 million and exceeded an independent cost estimate by approximately \$9.3 million. In addition to these cost overruns, LHSC

has experienced multiple significant issues with the quality of the installation and of the windows themselves, resulting in issues with water leaks and insects.

39. Details of the Fraudulent Scheme are known to the Defendants. Full particulars of the Fraudulent Scheme will be sought in this action.

Suspicious Property Holdings

40. Since 1998, Patel owns or has owned at least twenty-two properties, either directly or through companies he controls or has significant influence over (including 842 Ontario and 147 Pond Mills), with a total consideration value of \$9,475,578. Seventeen of those properties were purchased in 2017 and onwards, after BH Contractors won the bid for the UH Window Replacement Contract.

41. Since 2011, Soni owns or has owned at least forty-three properties, either directly or through companies he controls or has significant influence over (including 182 Ontario, 139 Godfrey, 153 Godfrey, and GBI Data), with a total consideration value of \$14,529,944. Forty-two of those properties were purchased in 2017 and onwards, shortly after GBI won a significant multi-year contract to provide LHSC with facilities maintenance services.

42. Since 1996, Varsha owns or has owned at least eleven properties with a total consideration value of \$4,231,872. Four of those properties were purchased in 2020 and onwards, during the period in which the Fraudulent Scheme occurred.

Terminations

43. On or about August 19, 2024, LHSC terminated Patel. At that time, Patel was terminated on a without cause basis. LHSC initially advised Patel that he would receive twelve months of severance. However, LHSC ceased making these payments to Patel in late February 2025, on the basis of LHSC's findings concerning the Fraudulent Scheme.

44. In late 2023, Lall was terminated by LHSC without cause. On or about April 9, 2025, LHSC advised Lall via letter that it was treating his termination as being for after-acquired cause, due to his involvement in the Fraudulent Scheme.

45. On or about February 24, 2025, LHSC advised Modi he was being terminated for cause, on the basis of gross and wilful misconduct, namely, his involvement in the Fraudulent Scheme.

46. On or about September 27, 2024, LHSC terminated its 2022 facilities management services agreement with GBI.

47. On or about June 13, 2025, LHSC terminated BH Contractors' 2022 VOR qualification.

Causes of Action

(a) Civil Fraud/Fraudulent Misrepresentation

48. The Fraudulent Scheme was a calculated, multi-year campaign of deceit and theft, deliberately engineered to misappropriate public funds for personal and unlawful gain. Among other acts, the Primary Defendants made false representations by: (i) submitting fraudulent documents to LHSC as part of bidding and payment processes; (ii) failing to declare material

conflicts of interest in procurement matters; (iii) awarding contracts to parties despite conflicts of interest and bid deficiencies; and (iv) submitting inflated invoices for work that was not performed.

49. The Primary Defendants made the above false representations with the knowledge that they were false, or were recklessly or willfully blind to the fact that they were false. The false representations caused LHSC to act, including by awarding contracts and making payments to the Primary Defendants, resulting in actual and substantial financial losses to LHSC.

(b) Conspiracy

50. The Primary Defendants acted in combination, concert and pursuant to the common design of the Fraudulent Scheme. Their conduct, directed at the Plaintiff, was unlawful in furthering the Fraudulent Scheme by, *inter alia*, (i) knowingly charging LHSC for services that did not exist, (ii) inflating invoices for work that was not performed, (iii) awarding contracts to parties despite conflicts of interest and bid deficiencies, and (iv) taking steps to conceal the existence of the Fraudulent Scheme.

51. The Primary Defendants knew, or ought to have known, that LHSC would be injured by the Fraudulent Scheme, and LHSC has suffered clear and quantifiable damages.

(c) Conversion

52. Each of the Defendants wrongfully interfered with the Plaintiff's property, i.e. the proceeds of the Fraudulent Scheme, by improperly diverting the funds and using the funds for their own personal benefit. In doing so, the Defendants acted inconsistently with the Plaintiff's right to possess the funds and are thus liable in conversion.

(d) Unjust Enrichment

53. The Defendants were unjustly enriched by the proceeds of the Fraudulent Scheme and continue to be unjustly enriched. LHSC has been correspondingly deprived. The Defendants, individually and together, had no juristic reason to receive the proceeds of the Fraudulent Scheme.

54. The Defendants received the stolen funds with actual or constructive knowledge of the wrongfulness of their actions, and the conduct in which they were engaged. The Defendants used the proceeds of the Fraudulent Scheme for their own benefit. The complete details of the stolen funds and their whereabouts are known only by the Defendants.

(e) Breach of Fiduciary Duty

55. At all material times, Patel stood in a fiduciary relationship with LHSC. Patel owed fiduciary obligations to LHSC, including a duty of undivided loyalty and a duty not to make secret profits at the expense of LHSC.

56. Through his involvement in the Fraudulent Scheme, Patel's conduct constituted a flagrant betrayal of his fiduciary duties. He exploited his senior executive role to orchestrate a massive fraud by misusing confidential information, abusing procurement authority, and secretly profiting at the expense of the institution he was duty-bound to protect.

(f) Breach of Confidence

57. By virtue of Patel's senior role at LHSC and his oversight of the procurement process, he was party to confidential information, including information concerning LHSC's RFP processes, information about the present and future business of LHSC, and information concerning bidders

for various RFPs. LHSC communicated and made available this information to Patel in confidence, understanding that it would solely be used by Patel in the exercise of his duties on an impartial and disinterested basis.

58. In connection with the Fraudulent Scheme, Patel shared the confidential information with the Primary Defendants, and each of the Primary Defendants misused LHSC's confidential information for their own benefit, and to the detriment of LHSC.

(g) Knowing Assistance

59. The Primary Defendants other than Patel had actual knowledge of Patel's fraudulent and/or dishonest breaches of his fiduciary obligations to LHSC. They assisted Patel in these breaches, as described herein. Among other acts, the Primary Defendants: (i) falsified documents on multiple occasions in furtherance of the Fraudulent Scheme; (ii) failed to report conflicts of interest during RFP processes; and (iii) assisted Patel in circumventing LHSC's procurement processes. As such, they are liable to LHSC for knowing assistance.

(h) Knowing Receipt

60. All of the Defendants knowingly received revenues, proceeds, and/or profits derived from the Fraudulent Scheme described herein, which constituted property subject to a trust in favour of LHSC, and applied them for their own use and benefit.

61. At all material times, these Defendants had actual or constructive knowledge that the revenues, proceeds, and/or profits they received were taken from LHSC in breach of trust, which the Defendants knew or ought to have known. In particular, the corporate Defendants had such

knowledge by virtue of the fact that Soni and/or Patel were their controlling minds at all material times.

Remedies

(a) Damages and/or Equitable Compensation

62. As a result of the Fraudulent Scheme perpetrated against LHSC, it has suffered loss, damages, and expense. LHSC has also incurred, and will continue to incur, damages, costs, and expenses in connection with the detection, investigation, and quantification of the losses suffered by it as a result of the actions of the Defendants.

63. LHSC claims damages and/or equitable compensation in respect of the amounts of these losses, damages, and expenses. Full particulars will be provided prior to trial, but the quantum is provisionally estimated at \$50 million.

(b) Constructive Trust and Equitable Tracing

64. Some or all of the Defendants received revenues, proceeds, profits, or bonuses derived from the Fraudulent Scheme, with either actual or constructive knowledge of the illegality of the actions and conduct in which they were engaged. Accordingly, these Defendants hold their assets, property, and interests in trust for the benefit of LHSC and are liable to LHSC for repayment and disgorgement. LHSC claims a constructive trust over their assets, property, and interests.

65. Particulars of the uses and whereabouts of the proceeds of the Fraudulent Scheme are known to the Defendants. LHSC is entitled to trace and recover the stolen funds that were procured

by these Defendants as a result of the Fraudulent Scheme described herein, and is entitled to an equitable tracing order to pursue the fruits of the fraud.

(c) Disgorgement

66. LHSC also seeks an accounting and/or disgorgement of all profits that the Defendants directly or indirectly earned in connection with the Fraudulent Scheme.

67. LHSC also seeks disgorgement of all amounts of salary and compensation it paid to Patel, Lall, and Modi during the period in which the Fraudulent Scheme occurred. These profits were wrongfully received as they were paid on the premise that Patel, Lall, and Modi were, among other things, honouring their obligations to LHSC.

(d) Certificates of Pending Litigation

68. The Defendants have applied funds they derived from the Fraudulent Scheme described herein in order to purchase and/or pay down the mortgages and/or other charges on a large number of properties. As such, LHSC is entitled to a constructive trust over these properties and the issuance of certificates of pending litigation (“**CPL Properties**”).

(i) Properties Owned or Co-Owned by Patel

69. Patel has applied funds derived from the Fraudulent Scheme described herein in order to acquire and/or pay down the mortgages and/or other charges on the following properties he currently owns or co-owns:

Date Acquired	Property Description
November 1, 2018	577 Third Street, Unit 36, London, Ontario N5V 4B9 – UNIT 24, LEVEL 1, MIDDLESEX CONDOMINIUM PLAN NO. 184 AND ITS APPURTENANT INTEREST. THE DESCRIPTION

	OF THE CONDOMINIUM PROPERTY IS : PART OF LOTS 47 AND 53, PLAN 19; DESIGNATED AS PART 1 ON 33R9043 LONDON/LONDON TOWNSHIP, PIN 08816-0024 (LT), registered at LRO #33.
January 3, 2019	550 Second Street, Unit 59, London, Ontario N5V 3S3 – UNIT 7, LEVEL 1, MIDDLESEX CONDOMINIUM PLAN NO. 330 AND ITS APPURTENANT INTEREST. LONDON THE DESCRIPTION OF THE CONDOMINIUM PROPERTY IS : PART OF LOT 58, PLAN 19 DESIGNATED AS PART 3, PLAN 33R-9587, TOGETHER WITH 591402, 591403, 747139 AND 747140, S/T ESM'T OVER PART 3 PLAN 33R-9587 AS IN LT408332, S/T EASE AS IN ER547259, PIN 08633-0007 (LT), registered at LRO #33.
January 31, 2019	230 Clarke Road, Unit 76, London, Ontario N5W 5P5 – UNIT 26 LEVEL 1 LONDON CONDOMINIUM PLAN NO. 50; BEING PART OF LOT 4 CONCESSION "C"; DESIGNATED AS PARTS 1 AND 5 33R3114; S/T EASE OVER COMMON ELEMENTS AS IN ER2437; LONDON/LONDON TWP, 08958-0026 (LT), registered at LRO #33.
September 15, 2020	16 John Henry Street, Kleinburg, Vaughan, Ontario L4H 4W2 – LOT 75, PLAN 65M4608; TOGETHER WITH AN EASEMENT OVER PART LOT 26 CONCESSION 8 PART 6 65R15746 AS IN VA49128; SUBJECT TO AN EASEMENT FOR ENTRY AS IN YR3140951; CITY OF VAUGHAN, PIN 03347-1784 (LT), registered at LRO #65.
May 4, 2021	475 Sandringham Crescent, Unit 13, London, Ontario N6C 5B9 – UNIT 13, LEVEL 1, MIDDLESEX CONDOMINIUM PLAN NO. 277 AND ITS APPURTENANT INTEREST. THE DESCRIPTION OF THE CONDOMINIUM PROPERTY IS : PARCEL L-1, SECTION 33-L-1000 BLK L PLAN 1000 (AS AMENDED BY JUDGE'S ORDER REGISTERED AS 370891), PTS 1, 2, 3 & 4 33R10240 S/T 334815, 334816, LT413733 LONDON/WESTMINSTER, PIN 08780-0013 (LT), registered at LRO #33.
June 30, 2022	295 Wilkins Street, Unit 35, London, Ontario N6C 5C1 – UNIT 17, LEVEL 1, MIDDLESEX CONDOMINIUM PLAN NO. 81, BLOCKS "R" AND "X", PLAN 1000; DESIGNATED PARTS 1, 2 AND 3, 33R6543; SUBJECT TO 334816, 697604; S/T EASE AS IN ER262871; LONDON, PIN 08860-0017 (LT), registered at LRO #33.

July 18, 2023	1517 Gloucester Road, London, Ontario N6G 2S5 – LOT 3, PLAN 739 LONDON/LONDON TOWNSHIP, PIN 08068-0272 (LT), registered at LRO #33.
October 5, 2023	23 Sorbara Way, Whitby, Ontario L1M 0M4 – PART BLOCK 99, PLAN 40M2194, BEING PART 51, 40R32037 TOGETHER WITH AN UNDIVIDED COMMON INTEREST IN DURHAM COMMON ELEMENTS CONDOMINIUM PLAN NO. 392; SUBJECT TO AN EASEMENT AS IN DR2053471; SUBJECT TO AN EASEMENT IN GROSS AS IN DR2062987; SUBJECT TO AN EASEMENT IN GROSS AS IN DR2079933; TOWN OF WHITBY, PIN 16434-4732 (LT), registered at LRO #40.
June 11, 2024	171 Highbury Avenue, London, Ontario N5Z 2W6 – S 20 FT LT 130 & N 19 FT 8 IN LT 131 PLAN 511 LONDON/LONDON TOWNSHIP; CITY OF LONDON, PIN 08340-0195 (LT), registered at LRO #33.
March 14, 2025	37 Ian Drive, Keswick, Ontario L4P 4G9 – LOT 24, PLAN 65M3710, S/T RT UNTIL THE LATER OF 5 YRS FROM 2004/06/29 OR UNTIL PL 65M3710 HAS BEEN ASSUMED BY THE TOWN OF GEORGINA, AS IN YR492087.; TOWN OF GEORGINA, PIN 03468-0883 (LT), registered at LRO #65.

(ii) Properties Owned or Co-Owned by Soni

70. Soni has applied funds derived from the Fraudulent Scheme described herein in order to acquire and/or pay down the mortgages and/or other charges on the following properties he currently owns or co-owns:

Date Acquired	Property Description
January 29, 2020	7 Boullee Street, London, Ontario N5Y 1T5 – PART LOT 6 AND ALL OF LOT 7 PLAN 490, AS IN 516245 LONDON/LONDON TOWNSHIP; CITY OF LONDON, PIN 08098-0038 (LT), registered at LRO #33.
March 4, 2021	104 Balnagowan Place, London, Ontario N6G 4E6 – PARCEL 53-1, SECTION 33M111 LOT 53, PLAN 33M111; LONDON/LONDON TOWNSHIP, PIN 08068-0229 (LT), registered at LRO #33.

May 17, 2021	10 Pawnee Crescent, London, Ontario N5V 2T3 – LOT 306, PLAN 921, SUBJECT TO 181688 LONDON/LONDON TOWNSHIP, PIN 08101-0065 (LT), registered at LRO #33.
January 20, 2023	227 Vancouver Street, London, Ontario N5W 4R9 – PART LOT 4 PLAN 671 AS IN 59376LY LONDON/LONDON TOWNSHIP, PIN 08115-0364 (LT), LRO #33.
March 16, 2023	173 Bancroft Road, London, Ontario N5V 1E1 – LOT 116, PLAN 862, SUBJECT TO 109039 LONDON/LONDON TOWNSHIP, PIN 08130-0220 (LT), registered at LRO #33.
October 30, 2023	101 Culver Crescent, London, Ontario N5V 3G3 – H5, PARCEL 84-1, SECTION M4 LOT 84, PLAN M4, SUBJECT TO LT1880 LONDON/LONDON TOWNSHIP, PIN 08109-0135 (LT), registered at LRO #33.

(iii) Properties Owned or Co-Owned by Varsha

71. Varsha has applied funds derived from the Fraudulent Scheme described herein in order to acquire and/or pay down the mortgages and/or other charges on the following properties she currently owns or co-owns:

Date Acquired	Property Description
August 28, 2020	4 Stonechurch Crescent, Markham, Ontario L6B 0L3 – LOT 25, PLAN 65M3907, MARKHAM. S/T EASE FOR ENTRY AS IN YR973577, PIN 03065-2049 (LT), registered at LRO #65.
August 29, 2024	460 Adelaide St E, Unit 1105, Toronto, Ontario M5A 0E7 – UNIT 4, LEVEL 10, TORONTO STANDARD CONDOMINIUM PLAN NO. 2725 AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN AT5190568; CITY OF TORONTO, PIN 76725-0370 (LT), registered at LRO #66.
August 29, 2024	460 Adelaide St E, Unit 40, Toronto, Ontario M5A 0E7 – UNIT 40, LEVEL A, TORONTO STANDARD CONDOMINIUM PLAN NO. 2725 AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN AT5190568; CITY OF TORONTO, PIN 76725-0699 (LT), registered at LRO #66.

January 22, 2025	500 Wilson Ave, Unit 453, Toronto, Ontario M3H 0E5 – UNIT 53, LEVEL 4, TORONTO STANDARD CONDOMINIUM PLAN NO. 3087 AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN AT6711264; CITY OF TORONTO, PIN 77087-0178 (LT), registered at LRO #66.
------------------	-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------

(iv) Properties Owned or Co-Owned by Companies Controlled by Soni and/or Patel

72. The corporate Defendants, 139 Godfrey, 153 Godfrey, 147 Pond Mills, 842 Ontario, GBI Data, and 182 Ontario are and have been controlled and/or owned by Patel or Soni at all material times (“**Corporate CPL Defendants**”).

73. 139 Godfrey has applied funds derived from the Fraudulent Scheme described herein to acquire and/or pay down the mortgage or mortgages on the property known locally as 139 Godfrey Drive, London, Ontario N5V 2E8 and more specifically described as PART BLOCK D RP872 AS IN 742292; SUBJECT TO 121798, 123202 LONDON/LONDON TOWNSHIP, PIN 08102-0351 (LT), registered at LRO# 33. 139 Godfrey Drive Inc. acquired this property on or about September 10, 2019.

74. 153 Godfrey has applied funds derived from the Fraudulent Scheme described herein to acquire and/or pay down the mortgage or mortgages on the property known locally as 153 Godfrey Drive, London, Ontario N5V 2E8 and more specifically described as PART BLOCK D RP872 AS IN 586533; SUBJECT TO 121798, 123202 LONDON/LONDON TOWNSHIP, PIN 08102-0348 153 (LT), Registered at LRO #33. 153 Godfrey Drive Inc. acquired this property on or about September 10, 2019.

75. 147 Pond Mills has applied funds derived from the Fraudulent Scheme described herein to acquire and/or pay down the mortgage or mortgages on the property known locally as 147 Pond

Mills Road, London, Ontario N5Z 3X3 and more specifically described as PT LTS 7,8 15 & 16 PLAN 380, PART 1 33R471, EXCEPT PT 1 33R19505; LONDON/WESTMINSTER, PIN 08345-0129 (LT), registered at LRO #33. 147 Pond Mills acquired this property on or about July 30, 2014.

76. 842 Ontario has applied funds derived from the Fraudulent Scheme described herein to acquire and/or pay down the mortgage or mortgages on the following properties that it currently owns:

Date Acquired	Property Description
September 23, 2020	475 Sandringham Crescent, Unit 17, London, Ontario N6C 5B9 – UNIT 17, LEVEL 1, MIDDLESEX CONDOMINIUM PLAN NO. 277 AND ITS APPURTENANT INTEREST. THE DESCRIPTION OF THE CONDOMINIUM PROPERTY IS : PARCEL L-1, SECTION 33-L-1000 BLK L PLAN 1000 (AS AMENDED BY JUDGE'S ORDER REGISTERED AS 370891), PTS 1, 2, 3 & 4 33R10240 S/T 334815, 334816, LT413733 LONDON/WESTMINSTER, PIN 08780-0017 (LT), registered at LRO #33.
April 22, 2021	1775 Culver Drive, Unit 28, London, Ontario N5V 3H6 – UNIT 14, LEVEL 1, LONDON CONDOMINIUM PLAN NO. 44, BLOCK "D" PLAN M-4; SUBJECT TO LT1880 LONDON/LONDON TOWNSHIP, PIN 08964-0014 (LT), registered at LRO #33.

77. GBI Data has applied funds derived from the Fraudulent Scheme described herein to acquire and/or pay down the mortgage or mortgages on the following properties that it currently owns:

Date Acquired	Property Description
April 20, 2017	8 Denlaw Road, London, Ontario N6G 3L4 – PARCEL 126-3, SECTION M23 PART LOT 126 PLAN M23; DESIGNATED PARTS 15 AND 16, 33R2922; SUBJECT TO LT18578 LONDON/LONDON TOWNSHIP, PIN 08064-1431 (LT), registered at LRO #33.
June 30, 2017	1868 Phillbrook Drive, London, Ontario N5X 3A1 – PARCEL 22-1, SECTION 33M124 LOT 22, PLAN 33M124 LONDON/LONDON TOWNSHIP, PIN 08084-0938 (LT), registered at LRO #33.

78. 182 Ontario has applied funds derived from the Fraudulent Scheme described herein to acquire and/or pay down the mortgage or mortgages on the following properties that it currently owns:

Date Acquired	Property Description
February 28, 2018	3 Julia Court, London, Ontario N5V 4X1 – PT LOT 1, PLAN 33M-310 DESIGNATED AS PARTS 1 & 2, 33R-13831; S/T ESM'TOVER PART 2, 33R-13831 AS IN LT324314; LONDON, PIN 08130-2547 (LT), registered at LRO #33.
June 28, 2018	28 Miles Road, London, Ontario N5Y 2T6 – PT LT 13 PLAN 186(E) AS IN LC133236 LONDON, PIN 08278-0134 (LT), registered at LRO #33.
July 17, 2018	100 Cartier Road, London, Ontario N5V 1G6 – PART LOT 204 PLAN 977 AS IN 353035; SUBJECT TO 285425; CITY OF LONDON, PIN 08130-0570 (LT), registered at LRO #33.
July 26, 2018	112 Toulon Crescent, London, Ontario N5V 1J5 – PART LOT 270 PLAN 944; DESIGNATED PARTS 5 & 6 33R7130; SUBJECT TO 222113 LONDON/LONDON TOWNSHIP, PIN 08128-0797 (LT), registered at LRO #33.
August 15, 2018	320 Westminster Avenue, Unit 91, London, Ontario N5Z 3K7 – UNIT 48, LEVEL 1, MIDDLESEX CONDOMINIUM PLAN NO. 295 AND ITS APPURTENANT INTEREST. THE DESCRIPTION OF THE CONDOMINIUM PROPERTY IS : PART OF LOT 23 CON BF, TOWNSHIP OF WESTMINSTER, DESIGNATED AS PARTS 1,2, 3, AND 4 PLAN 33R-5522, AND PARTS 1, 2, AND 3

	PLAN 33R-5523, AND PARTS 1 AND 2 PLAN 33R-5524, AND PARTS 1, 2 AND 3 PLAN 33R-5525, AND PARTS 1 AND 2 PLAN 33R-5526, AND PART 10 PLAN 33R-5476; S/T ESM'T OVERPART 9 & 10 PLAN 33R-5476 AS IN 608867; S/T TO ROW OVER PARTS 1, 2 & 3 PLAN 33R-5523 AS IN 618687, LONDON AMENDED BY LT369758 S/T LT370530, PIN 08798-0048 (LT), registered at LRO #33.
September 21, 2018	595 Third Street, Unit 52, London, Ontario N5V 4A1 – UNIT 60, LEVEL 1, MIDDLESEX CONDOMINIUM PLAN NO. 181 AND ITS APPURTENANT INTEREST. THE DESCRIPTION OF THE CONDOMINIUM PROPERTY IS : PARCEL 59-1, SECTION 33-L-19, LOT 59, PLAN 19 DESIGNATED AS PARTS 1 & 2 ON 33R9148, EXCEPT PARTS 1 & 2, 33R9266; SUBJECT TO LT207093; ADDITION TO DESCRIPTION: TOGETHER WITH LT216209(ENTERED 90/09/24); S/T EASE AS IN ER546606; LONDON/LONDON TWP, PIN 08819-0060 (LT), registered at LRO #33.
February 20, 2019	218 Admiral Drive, London, Ontario N5V 1H8 – PART LOT 91, PLAN 934, DESIGNATED PARTS 3 & 4 33R2431; SUBJECT TO 206172 LONDON/LONDON TOWNSHIP, PIN 08128-1229 (LT), registered at LRO #33.
February 20, 2019	1990 Wavell Street, Unit 73, London, Ontario N5V 4N5 – UNIT 15, LEVEL 1, MIDDLESEX CONDOMINIUM PLAN NO. 243 AND ITS APPURTENANT INTEREST. THE DESCRIPTION OF THE CONDOMINIUM PROPERTY IS : PART OF LOT 4, CONCESSION C DESIGNATED AS PARTS 1, 2, 3 AND 4 PLAN 33R-10292; SUBJECT TO LT227702, LT262740; TOGETHER WITH LT227702 AND LT262740; LONDON/LONDON TOWNSHIP, PIN 08746-0015 (LT), registered at LRO #33.
February 28, 2019	1919 Trafalgar Street, Unit 19, London, Ontario N5V 4R9 – UNIT 19 LEVEL 1 MIDDLESEX CONDOMINIUM PLAN NO. 76; BEING PART LOT 4 CONCESSION "B"; DESIGNATED PART 1, 33R4973 LONDON/LONDON TOWNSHIP, PIN 08956-0019 (LT), registered at LRO #33.
March 12, 2019	320 Westminster Avenue, Unit 123, London, Ontario N5Z 3K7 – UNIT 52, LEVEL 1, MIDDLESEX CONDOMINIUM PLAN NO. 295 AND ITS APPURTENANT INTEREST. THE DESCRIPTION OF THE CONDOMINIUM PROPERTY IS : PART OF LOT 23 CON BF, TOWNSHIP OF WESTMINSTER, DESIGNATED AS PARTS 1,2, 3, AND 4 PLAN 33R-5522, AND PARTS 1, 2, AND 3 PLAN 33R-5523, AND PARTS 1 AND 2 PLAN 33R-5524, AND PARTS 1, 2 AND 3 PLAN 33R-5525, AND PARTS 1 AND 2 PLAN

	33R-5526, AND PART 10 PLAN 33R-5476; S/T ESM'T OVERPART 9 & 10 PLAN 33R-5476 AS IN 608867; S/T TO ROW OVER PARTS 1, 2 & 3 PLAN 33R-5523 AS IN 618687, LONDON AMENDED BY LT369758 S/T LT370530, PIN 08798-0052 (LT), registered at LRO #33.
April 17, 2019	230 Clarke Side Road, Unit 202, London, Ontario N5W 5P8 – UNIT 20 LEVEL 1 LONDON CONDOMINIUM PLAN NO. 58; BEING PART OF LOT 4 CONCESSION "C"; DESIGNATED PARTS 2, 6, 7 AND 8 33R3114; SUBJECT TO LT25617; S/T EASE OVER COMMON ELEMENTS AS IN ER2423 LONDON/LONDON TOWNSHIP, PIN 08957-0020 (LT), registered at LRO #33.
March 12, 2020	1200 Cheapside Street, Unit 28, London, Ontario N5Y 5J5 – UNIT 27 LEVEL 1 MIDDLESEX CONDOMINIUM PLAN NO. 112 BEING PART OF LOT 9 CONCESSION 2; DESIGNATED PARTS 1, 2, AND 3, 33R7676 LONDON/LONDON TOWNSHIP, PIN 08967-0027 (LT), registered at LRO #33.
May 6, 2020	1600 Culver Drive, Unit 40, London, Ontario N5V 3H5 – UNIT 40 LEVEL 1 LONDON CONDOMINIUM PLAN NO. 26, BLOCK K PLAN M4; SUBJECT TO LT1880 LONDON/LONDON TOWNSHIP, PIN 08962-0040 (LT), registered at LRO #33.
July 15, 2020	1247 Huron Street, Unit 31, London, Ontario N5Y 4X7 – UNIT 15, LEVEL 1, MIDDLESEX CONDOMINIUM PLAN NO. 301 AND ITS APPURTENANT INTEREST. THE DESCRIPTION OF THE CONDOMINIUM PROPERTY IS : PART LOT 9, CONCESSION 2, BEING PARTS 1, 2, 3, 4 AND 5 ON PLAN 33R-11641; S/T EASE OVER PARTS 2, 3, 4 AND 5 PLAN 33R-11641 AS IN 253643, S/T EASE OVER PARTS 3 AND 4, PLAN 33R-11641 AS IN 274531, S/T EASE OVER PARTS 4 AND 5 PLAN 33R-11641 AS IN 245337, T/W R OF W OVER PARTS 6 AND 7 PLAN 33R-11641 AS IN 480632, T/W EASE OVER PART 8 PLAN 33R-11641 AS IN 253643, T/W EASE OVER PART 9 AND 10 PLAN 33R-11641 AS IN 189163, T/W EASE OVER PART 11 PLAN 33R-11641 AS IN 279499, T/W EASE OVER PART 12, PLAN 33R-11641 AS IN 279500; LONDON/LONDON TOWNSHIP, PIN 08604-0015 (LT), registered at LRO #33.
July 15, 2020	490 Third Street, Unit 36, London, Ontario N5V 2B9 – UNIT 15, LEVEL 1, MIDDLESEX CONDOMINIUM PLAN NO. 185 AND ITS APPURTENANT INTEREST. THE DESCRIPTION OF THE CONDOMINIUM PROPERTY IS: PARCEL 24-1 SECTION 33-L-19, PART OF LOTS 18 AND 24 PLAN 19 DESIGNATED AS PART

	1 33R-9185; LONDON/LONDON TOWNSHIP, PIN 08815-0015 (LT), registered at LRO #33.
August 4, 2020	1775 Culver Drive, Unit 200, London, Ontario N5V 3H1 – UNIT 95, LEVEL 1, LONDON CONDOMINIUM PLAN NO. 44, BLOCK "D" PLAN M-4; SUBJECT TO LT1880 LONDON/LONDON TOWNSHIP, PIN 08964-0095 (LT), registered at LRO #33.
August 26, 2020	590 Millbank Drive, Unit 10, London, Ontario N6E 2H2 – UNIT 16, LEVEL 1, LONDON CONDOMINIUM PLAN NO. 37, BLOCK "I", PLAN 988; DESIGNATED PARTS 1 AND 2, 33R1424; SUBJECT TO 306094, LT14664 LONDON, PIN 08883-0016 (LT), registered at LRO #33.
September 1, 2020	40 Tiffany Drive, Unit 60, London, Ontario N5V 3N3 – UNIT 29 LEVEL 1 LONDON CONDOMINIUM PLAN NO. 63; BLOCK "B" PLAN M17; SUBJECT TO LT40806, LT44555 LONDON/LONDON TOWNSHIP, PIN 08954-0029 (LT), registered at LRO #33.
September 17, 2020	114 Pauline Crescent, Unit 26, London, Ontario N6E 2X6 – UNIT 13, LEVEL 1, MIDDLESEX CONDOMINIUM PLAN NO. 77, BLOCK "N", PLAN M14; SUBJECT TO LT11463, LT42906 LONDON, PIN 08862-0013 (LT), registered at LRO #33.
October 23, 2020	1775 Culver Drive, Unit 176, London, Ontario N5V 3H6 – UNIT 83, LEVEL 1, LONDON CONDOMINIUM PLAN NO. 44, BLOCK "D" PLAN M-4; SUBJECT TO LT1880 LONDON/LONDON TOWNSHIP, PIN 08964-0083 (LT), registered at LRO #33.
December 17, 2020	1775 Culver Drive, Unit 214, London, Ontario N5V 3H6 – UNIT 102 LEVEL 1 LONDON CONDOMINIUM PLAN NO. 44, BLOCK "D" PLAN M-4; SUBJECT TO LT1880 LONDON/LONDON TOWNSHIP, PIN 08964-0102 (LT), registered at LRO #33.
January 7, 2021	1775 Culver Drive, Unit 180, London, Ontario N5V 3H6 – UNIT 85, LEVEL 1, LONDON CONDOMINIUM PLAN NO. 44, BLOCK "D" PLAN M-4; SUBJECT TO LT1880 LONDON/LONDON TOWNSHIP, PIN 08964-0085 (LT), registered at LRO #33.
July 16, 2021	1775 Culver Drive, Unit 146, London, Ontario N5V 3H6 – UNIT 68, LEVEL 1, LONDON CONDOMINIUM PLAN NO. 44, BLOCK "D" PLAN M-4; SUBJECT TO LT1880 LONDON/LONDON TOWNSHIP, PIN 08964-0068 (LT), registered at LRO #33.

(e) Aggravated, Special and Punitive Damages

79. The conduct of the Defendants warrants aggravated, special and punitive damages, including the costs incurred by the Plaintiff in investigating and uncovering the Defendants' misconduct.

80. The Plaintiff proposes that the action be tried in London.

July 9, 2025

BORDEN LADNER GERVAIS LLP

Bay Adelaide Centre, East Tower
22 Adelaide Street West, Suite 3400
Toronto ON M5H 4E3
T: 416.367.6000
F: 416.367.6749

Katie Archibald (74027H)

karchibald@blg.com
T: (416) 367-6072

Megan Hodges (72898U)

mhodges@blg.com
T: (416) 367-6121

Adrian Pel (80161G)

apel@blg.com
T: (416) 367-6040

Rachel Toope (91122V)

rtoope@blg.com
T: (416) 367-6212

Lawyers for the Plaintiff

LONDON HEALTH SCIENCES CENTRE
Plaintiff

-and-

DIPESH PATEL et al.
Defendants

Court File No.

ONTARIO
SUPERIOR COURT OF JUSTICE

Proceeding commenced at London

STATEMENT OF CLAIM

BORDEN LADNER GERVAIS LLP

Bay Adelaide Centre, East Tower
22 Adelaide Street West, Suite 3400
Toronto ON M5H 4E3

Katie Archibald (74027H)

karchibald@blg.com
T: (416) 367-6072

Megan Hodges (72898U)

mhodges@blg.com
T: (416) 367-6121

Adrian Pel (80161G)

apel@blg.com
T: (416) 367-6040

Rachel Toope (91122V)

rtoope@blg.com
T: (416) 367-6212

Lawyers for the Plaintiff