Court File No./Estate No.: BK-22-00208582-OT-31

ONTARIO
SUPERIOR COURT OF JUSTICE
(IN BANKRUPTCY AND INSOLVENCY)

THE HONOURABLE	)	THURSDAY, THE 6th DAY
	)	
JUSTICE W.D. BLACK	)	OF JUNE, 2024

IN THE MATTER OF THE BANKRUPTCY OF
AIDEN PLETERSKI and AP PRIVATE EQUITY LIMITED,
of the Town of Whitby, in the Province of Ontario

ORDER

THIS MOTION, brought by the moving party GTA Exotics Inc. and Viktorija Burbo (the "Plaintiffs"), with notice to the bankrupt Aiden Pleterski ("Pleterski"), the trustee of the estate of Pleterski, Grant Thornton Limited (the "Trustee"), and the Office of the Superintendent of Bankruptcy, for an order declaring that the statutory stay of proceedings (the "Stay") provided for in section 69.3(1) of the *Bankruptcy and Insolvency Act*, R.S.C. 1985, c.B-3, as amended (the "*BIA*"), no longer operates with respect to the Plaintiffs' claims against Pleterski referred to in the draft Statement of Claim (the "proposed Action") to be issued in the Superior Court of Justice at Toronto, Ontario, was heard this day by judicial videoconference at Toronto, Ontario.

ON READING the Motion Record of the Plaintiffs, dated May 30, 2024, and upon noting that the Trustee takes no position on the relief sought (as reflected in **Schedule "A"** to this order), and upon hearing submissions of counsel for the Plaintiffs and such other counsel as were present, having been served as appears from the affidavit of service of Jessica Bayes, sworn May 30, 2024, this Court makes the following orders:

1. **THIS COURT ORDERS AND DECLARES** that pursuant to section 69.4 of the *BIA,* the Stay as it applies to the proposed Action no longer operates with respect to these Plaintiffs' claims for liquidated, special, consequential, punitive and exemplary damages, accounting, tracing, interest, and litigation costs, arising from claims of fraud and breach of fiduciary duty against Pleterski set out in the draft Statement of Claim attached as **Schedule "B"** to this order, and the Stay with respect to any and all such monetary claims for damages is hereby lifted;

2. **THIS COURT FURTHER ORDERS AND DECLARES** that, to the extent it is necessary, the Plaintiffs are hereby granted leave to continue to prosecute the proposed Action against Pleterski;

3. **THIS COURT FURTHER ORDERS AND DECLARES** that aforementioned Stay remains in effect with respect to the enforcement of any judgment issued against Pleterski in the proposed Action until further Order of this Court; and

4. **THIS COURT FURTHER ORDERS** that there are no costs ordered for this motion.

____

SCHEDULE “A”

From: Leanne Williams <LWilliams@tgf.ca>
Sent: Friday, May 31, 2024 11:07 AM
To: Norman Groot <ngroot@investigationcounsel.com>; jake.wiebe@ca.gt.com
Cc: Jessica Bayes <assistant@investigationcounsel.com>
Subject: RE: [EXTERNAL] Burbo v. Pleterski / motion re lift of stay of proceedings - request for call or 'no position' email - addressing this motion on June 6 [IMAN-CLIENT.FID183474]

The Trustee takes no position on your clients’ motion. We have booked 90 minutes which should be more than sufficient but obviously, we want our relief to take precedence if there is a timing issue.

Leanne

Thornton Grout Finnigan LLP
RESTRUCTURING + LITIGATION

Leanne M. Williams | | LWilliams@tgf.ca | Direct Line +1 416 304 0060 | | | Suite 3200, TD West Tower, 100 Wellington Street West, P.O. Box 329, Toronto-Dominion Centre, Toronto, Ontario M5K 1K7 | 416-304-1616 | Fax: 416-304-1313 | www.tgf.ca

From: Norman Groot <ngroot@investigationcounsel.com>
Sent: Friday, May 31, 2024 11:02 AM
To: jake.wiebe@ca.gt.com; Leanne Williams <LWilliams@tgf.ca>
Cc: Jessica Bayes <assistant@investigationcounsel.com>
Subject: [EXTERNAL]FW: Burbo v. Pleterski / motion re lift of stay of proceedings - request for call or 'no position' email - addressing this motion on June 6

Mr. Wiebe and Ms. Williams,

We would like to address this motion at your scheduled hearing on June 6th. Please advise if you are agreeable to this. If you are taking no position, having the order signed should be able to proceed. Please let us know if you have any issue with us filing the record on Monday.

If you would like a call to discuss any issue arising from this motion record, please advise if a convenient time for a call. My cell is 416-319-1203.

Norman J. Groot, LL.B., CFE, CFI, CII

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SCHEDULE “B”

Court File No.: CV-24-________-0000

ONTARIO
SUPERIOR COURT OF JUSTICE

B E T W E E N:

GTA EXOTICS INC. and VIKTORIJA BURBO

Plaintiffs

-and-

AIDEN ALOJZ PLETERSKI a.k.a. AIDEN PLETERSKI,
MYA PATRICIA TRENTADUE,
JOHN DOE, JANE DOE, and DOE CORPORATIONS

Defendants

STATEMENT OF CLAIM

TO THE DEFENDANTS

A LEGAL PROCEEDING HAS BEEN COMMENCED AGAINST YOU by the Plaintiffs. 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 Plaintiffs’ lawyer or, where the Plaintiffs do not have a lawyer, serve it on the Plaintiffs, 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.

IF YOU PAY THE PLAINTIFFS' CLAIM, and $5,000 for costs, within the time for serving and filing your Statement of Defence, you may move to have this proceeding dismissed by the Court. If you believe the amount claimed for costs is excessive, you may pay the Plaintiffs' claim and $400 for costs and have the costs assessed by the Court.
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: ________________, 2024

Issued by…………………………..
Address of
court office 330 University Avenue
Toronto, ON M5G 1R7.

TO: **AIDEN ALOJZ PLETERSKI a.k.a. AIDEN PLETERSKI**

Defendant

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Trustee in bankruptcy of the estate of Aiden Pleterski

AND TO: **KRAMER SIMAAN DHILLON LLP**
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Lawyer for the Bankrupt Aiden Pleterski

AND TO: **MYA PATRICIA TRENTADUE**

AND TO: **JOHN DOE, JANE DOE, and DOE CORPORATIONS**

CLAIM

1. The Plaintiffs claim as against the defendant Aiden Alojz Pleterski a.k.a. Aiden Pleterski for:

a) a **declaration and judgment** for fraud and breach of fiduciary duty;

b) **liquidated damages** in the amount of $1,000,000.00 (the “Defrauded Funds”);

c) **special and consequential damages** in an amount to be quantified at trial;

d) **punitive and exemplary damages** in the amount of $500,000;

e) a **Declaration** pursuant to sections 178(d)(e) of the *Bankruptcy and Insolvency Act*, R.S.C. 1985, c. B-3, as amended, or any similar statute or regulation, that any judgment granted as against the Defendant for fraud and breach of fiduciary duty constitutes a debt or liability that shall not be released by an order of discharge from bankruptcy;

f) an **Order for an accounting and tracing at law or in equity**, with respect to any transactions of any manner and form whatsoever, with respect to all transactions in which the Defendants have participated with respect to the Defrauded Funds;

g) a **Declaration** that a **constructive and/or resulting trust** for the benefit of the Plaintiffs applies to all monies obtained by the Defendants in furtherance of the fraudulent scheme alleged herein;

h) an **Order for disgorgement** of all profits earned in respect of all transactions, in any manner or form whatsoever, which the Defendants have received as a result of their use of Defrauded Funds;

i) **pre-judgment and post-judgment interest** pursuant to section 128 and section 129 of the *Courts of Justice Act*, R.S.O 1990, c. C-43, as amended;

j) **litigation costs** of this action on a substantial, or alternatively, a partial indemnity basis, inclusive of HST and disbursements; and

k) such further and other relief as this Honourable Court deems just.

2. The Plaintiffs claim as against the defendants Mya Patricia Trentadue, John Doe, Jane Doe and Doe Corporations for:

a) a **declaration and judgment** for knowing receipt and unjust enrichment;

b) **general damages** in an amount to be particularized prior to trial;

c) **pre-judgment and post-judgment interest** pursuant to section 128 and section 129 of the *Courts of Justice Act*, R.S.O 1990, c. C-43, as amended;

d) **litigation costs** of this action on a substantial, or alternatively, a partial indemnity basis, inclusive of HST and disbursements; and

e) such further and other relief as this Honourable Court deems just.

THE PARTIES

3. The plaintiff **GTA Exotics Inc. ("GTA Exotics")** is a corporation operating pursuant to the laws of Ontario in the business of luxury / supercar rentals and related services. At the material times Karen Elizabeth Wilson was the director of GTA Exotics.

4. The plaintiff **Viktorija Burbo ("Burbo")** is an individual residing in Smithville, Ontario. The non-party Stewart Wilson ("Wilson") is the common law spouse of Burbo.

5. The defendant **Aiden Alojz Pleterski, a.k.a. Aiden Pleterski ("Pleterski"),** resides in Whitby, Ontario.

6. The non-party **AP Private Equity Limited ("APL")** was a corporation incorporated pursuant to the laws of Ontario. Pleterski was its sole director, officer, and shareholder.

7. The defendant **Mya Patricia Trentadue ("Trentadue")** resides in Whitby, Ontario. She was, at the material times, the girlfriend of Pleterski.

8. The defendants **John Doe, Jane Doe, and the Doe Corporations (the "Doe Defendants")** are persons who assisted Pleterski and / or received property from Pleterski. The identities of the Doe Defendants are currently unknown and will be particularized prior to trial.

9. Pleterski and APL were assigned into bankruptcy on August 9, 2022. Their estates are administered by Grant Thornton Limited.

THE FACTS

Background – Plaintiffs' Introduction to Pleterski

10. In or around 2018, Pleterski became a customer of GTA Exotics. Through Pleterski's consistent luxury car rental contracts, Wilson and Burbo became acquainted with Pleterski. They bonded over their shared interest in luxury vehicles and supercars. Around the same time, Pleterski represented to Wilson and Burbo that:

a) he had been trading foreign exchange currency ("Forex"), crypto currencies and precious metals commodities for approximately one year; and
b) he was generating significant profits trading for friends and family, and was actively trying to grow his trading business, often bringing the rented supercars to car meets to attract potential investor clients.

11. In and around 2019, Pleterski stopped renting vehicles from GTA Exotics. Instead, Pleterski began visiting GTA Exotics driving various luxury vehicles which he represented to Wilson and Burbo that he purchased. On one occasion, Pleterski was driving a McLaren Senna, worth approximately $2 million.

12. Sometime in 2020, Pleterski visited Wilson and Burbo and told them of a new property he purchased; a sprawling 10,000+ square foot lakeshore estate in Burlington, Ontario. Pleterski represented to Wilson and Burbo that he paid $2 million upfront to purchase the property. Around the same time, Pleterski represented to Wilson and Burbo that:
a) he was now trading approximately $250 million on behalf of his investor client base;
b) he held a Forex trading account in Belize where the majority of his investors' fund trading was conducted; and
c) his contract with investors was not to pay himself until investors liquidated their holdings. At the time of liquidating their holdings, he returned the investor's principal plus 70% of trading profits, and he retained 30% of trading profits as his commission.

13. In the fall of 2021, Wilson and Burbo contacted Pleterski to continue their discussions about Pleterski's trading. On November 12, 2021, Wilson and Burbo met Pleterski at his Lakeshore Boulevard estate in Burlington. During the meeting, Pleterski repeated his prior representations, and made additional representations to Wilson and Burbo including but not limited to that:
a) he was an experienced day trader who traded in Forex, crypto currencies, and precious metal commodities;
b) the total value of funds he was trading for his clients was approximately $250 million;
c) he directed the trades himself using an online Belize based brokerage called MyFXChoice;
d) on average, he earned approximately 1% return on investment each trading day;
e) he avoided overtrading and valued his personal time; accordingly, once he earned a 1% to 2% return on investment, he would stop trading for the day;
f) he did not draw a commission or management fee on a monthly or annual basis like

investment managers at other financial institutions did. Instead, he earned his commissions when a client withdrew their funds. His commission was 30% of the return on his trading for that client. His clients received their initial investment principal plus the other 70% return on his trading upon their demand;

g) he provided his clients with trading results on demand or periodically which documented the growth of their investment funds over time;

h) such other representations as shall be disclosed prior to trial.

14. In reliance upon the truthfulness of Pleterski's representations, GTA Exotics and Burbo agreed to advance funds to Pleterski to be used for trading on the MyFXChoice trading platform that Pleterski described. The particulars of the dates, quantum of transfers, and transferor and transferee identities are as follows:

Date	Amount	Investor	Source of Investment Capital (Transferor)	Beneficiary Defendant (Transferee)
November 25, 2021	$50,000.00	Viktorija Burbo	Viktorija Burbo	Aiden Pleterski
November 25, 2021	$50,000.00	Viktorija Burbo	GTA Exotics Inc.	Aiden Pleterski
November 26, 2021	$270,000.00	GTA Exotics Inc.	GTA Exotics Inc.	Aiden Pleterski
November 26, 2021	$30,000.00	GTA Exotics Inc.	Viktorija Burbo	Aiden Pleterski
December 13, 2021	$100,000.00	GTA Exotics Inc.	GTA Exotics Inc.	Aiden Pleterski
December 22, 2021	$190,000.00	GTA Exotics Inc.	GTA Exotics Inc.	Aiden Pleterski
December 22, 2021	$100,000.00	Viktorija Burbo	Viktorija Burbo	Aiden Pleterski
December 30, 2021	$20,000.00	GTA Exotics Inc.	GTA Exotics Inc.	Aiden Pleterski
January 3, 2022	$180,000.00	GTA Exotics Inc.	GTA Exotics Inc.	Aiden Pleterski
February 16, 2022	$100,000.00	GTA Exotics Inc.	GTA Exotics Inc.	Aiden Pleterski
TOTAL:	**$1,090,000.00**			

15. In addition to Pleterski's oral representations to Wilson and Burbo, they learned of media postings about Pleterski. These media postings provided Wilson and Burbo with further confidence that Pleterski was being honest with them. The media postings included:

a) a December 2, 2021, LA Weekly article titled "Aiden Pleterski: Meet the young Canadian investor who is taking the world of crypto by storm";

b) a January 17, 2022, Daily Scanner article titled "Crypto's Wunderkind: Meet Aiden Pleterski the 22-Year-Old Making Millions Trading Bitcoin"; and

c) a May 2, 2022, Forbes Magazine article titled “Meet Aiden Pleterski, The Entrepreneur Overtaking the Crypto Space”.

16. Upon the Plaintiffs commencing their investments, Pleterski sent them periodic reporting as to the status of their investments. The Plaintiffs believed that the content of Pleterski’s reporting to them was true. The Plaintiffs made further investments over time on reliance of Pleterski’s reports of consistent and profitable returns.

17. During the material times, the defendant Trentadue attended with Pleterski to meet the Plaintiffs. Trentadue knew that Pleterski’s representations to the Plaintiffs were false, yet she failed to disclose her knowledge to the Plaintiffs. Trentadue knew that Pleterski was not investing funds he received from investors as represented. Trentadue had actual or constructive knowledge that the property they received from Pleterski was obtained through the unlawful acts of Pleterski. During the material times, Trentadue received property from Pleterski that she knew derived from commingled funds of the Plaintiffs and other investors. Trentadue has continued to retain custody of property that she received from Pleterski and / or transferred said property to other unknown persons.

18. During the material times, the Doe Defendants received property from Pleterski that was commingled from proceeds of the Plaintiffs funds with other investors. The Doe Defendants knew that Pleterski was not investing funds he received from investors as represented. The Doe Defendants had actual or constructive knowledge that the property they received from Pleterski was obtained through the unlawful acts of Pleterski. During the material times, the Doe Defendants received property from Pleterski that they knew derived from commingled funds of the Plaintiffs and other investors. The Doe Defendants have continued to retain custody of property that they received from Pleterski and / or transferred said property to other unknown persons.

Singh Action

19. In or around July 2022, the Plaintiffs learned that on June 27, 2022, investors Sacha Amar Dario Singh (“Singh”) and 9319697 Canada Ltd. issued a Statement of Claim in the Oshawa Superior Court against Pleterski and APL, claiming losses of investment principal and other damages, including but not limited to, for civil fraud (the “Singh Action”). Singh alleged that he asked Pleterski to liquidate their investments, and that Pleterski advised him that the exchange in Belize was preventing him from doing so. Upon investigation by Singh, he learned that the document indicating that Pleterski held $300M at the Belize exchange was a forgery.

20. In late July 2022, the Plaintiffs also learned that on July 7, 2022, the Court in the Singh Action granted a Mareva injunction against the assets of Pleterski and APL, and issued corresponding reasons, containing the Court's finding of a *prima facie* case of civil fraud against Pleterski and APL, for the fraud perpetrated against Singh. The issuance of the Mareva injunction was published as *Dario v. Pleterski*, 2022 ONSC 4036, on July 7, 2022.

21. The news of Singh's Action was spreading between investors. Thereafter some investors also commenced civil actions. Due to a lack of cooperation between Singh and other investors of Pleterski, some investors moved to assign Pleterski and APL into bankruptcy.

Bankruptcy

22. On or about August 9, 2022, the Plaintiffs learned that Pleterski and his company APL had been assigned into bankruptcy by other investors. The Plaintiffs filed Proof of Claim forms with the trustee Grant Thornton Limited. They attended a first meeting of creditors on August 29, 2022.

23. From 2022 to 2024, Burbo and Wilson received periodic reports from the trustee Grant Thornton Limited. Wilson was an inspector to the Trustee in the bankruptcy of Pleterski.

24. On May 23, 2024, Burbo and Wilson received the Sixth Report of the Trustee. The report disclosed the following:

a) Pleterski had failed to cooperate with the Trustee's investigation;
b) Pleterski had not answered truthfully to Trustee questions at examination;
c) Pleterski had deleted data prior to turning over electronic devices to the Trustee;
d) Pleterski had raised funds from investors under false pretences (s.178(1)(e) *BIA*);
e) unsecured claims filed with the Trustee were approximately $30,000,000;
f) transactions through Pleterski's banks were in excess of $40,000,000;
g) recovered assets by the Trustee were approximately $5,600,000;
h) the fees of the Trustee to Pleterski's Estate were approximately $2,100,000;
i) the Trustee had issued interim dividend distributions to creditors of $3,350,000;
j) only 1.6% of investor funds deposited into bank accounts held by Pleterski were traded by Pleterski. The remainder of investor funds were used on lifestyle, to maintain his Ponzi scheme as returns to investors, for other reasons or never accounted for;
k) Pleterski spent $15.9 million or 38% of reported claims on 'lifestyle';
l) Pleterski failed to account for all of assets that he possessed directly or indirectly including but

not limited to cash, crypto currency and digital assets;

m) Pleterski failed to account to the Trustee for an extravagant lifestyle while a bankrupt.

25. The essence of the Trustee's findings is that Pleterski engaged in a Ponzi scheme against investors. Some investors profited from Pleterski's scheme. The Plaintiffs did not. To state otherwise, the Plaintiffs learned that Pleterski's representations to them to solicit their funds were false.

26. Pleterski's bankruptcy discharge is being opposed. Due to undisclosed assets by Pleterski, the Trustee is seeking an order that Pleterski pay $4,539,803 or 30% of proven claims. Even if the Trustee was able to recover 30% of the Plaintiffs' claim as filed on their Proof of Loss forms, the Plaintiffs losses would be approximately $600,000 to $700,000.

27. The Plaintiffs have received approximately $90,000 in dividend payments from the Trustee. The Plaintiffs' liquidated loss, after deducting the Trustee's dividend payments, is $1,000,000.

28. Given that the Plaintiffs have only recovered a small percentage of their loss through the Bankruptcy process, given that Pleterski has not disclosed all of his assets to the Trustee to date, and given that Pleterski is seeking a discharge from his bankruptcy, the Plaintiffs seek judgment as against Pleterski and a declaration that the judgment survives Pleterski's bankruptcy discharge.

Fraud

29. The Plaintiffs claim against Pleterski for fraud at common law and at equity. The various misrepresentations, including misrepresentations by omission, silence, half-truths, inaction, or the non-disclosure of material information by Pleterski to the Plaintiffs is particularized above.

30. These misrepresentations and omissions of material fact were made by Pleterski orally, and/or in the investment contracts provided to the Plaintiffs. Pleterski made these misrepresentations and/or omissions knowing they were false, or they were reckless as to their truth and for the purpose of inducing the Plaintiffs to transfer funds to them.

31. In reliance on the misrepresentations and omissions of material fact made by Pleterski, the Plaintiffs transferred their funds into Pleterski's control. Consequent upon the fraud of Pleterski, the Plaintiffs have suffered the harm and loss described in paragraph 1 of this Statement of Claim.

Breach of Fiduciary Duty

32. The Plaintiffs plead that Pleterski is liable to them for breach of fiduciary duty. The Plaintiffs plead that Pleterski was in an *ad hoc* fiduciary relationship with them of trust and confidence that required Pleterski to act honestly, in good faith, and strictly in the Plaintiffs' best interests. Pleterski had the ability to exercise power over the Plaintiffs' investment funds, making the Plaintiffs vulnerable to the actions of Pleterski.

33. At all material times, Pleterski represented to the Plaintiffs that their funds were being used for the purpose of investment, that the investment principal was guaranteed, and that there was no significant risk of loss of the Plaintiffs' funds. Pleterski had no authority or permission from the Plaintiffs to use their funds in any other manner.

34. At all material times, the Plaintiffs placed their trust and confidence in Pleterski on the grounds that he was being truthful and providing full disclosure of material facts and acting for the Plaintiffs' benefit in what appeared to be a viable investment plan.

35. The Plaintiffs plead that Pleterski breached his fiduciary duties to the Plaintiffs in that he, *inter alia*, dishonestly, unconscionably, knowingly, and/or recklessly misappropriated, misapplied, diverted, embezzled, defalcated and/or otherwise converted the Plaintiffs' funds for his own personal use and benefit and specifically not for the purpose for which the Plaintiffs advanced the funds to him.

Knowing Receipt

36. Based on the fiduciary relationship as described above, and the fraudulent conduct of Pleterski, the Plaintiffs plead that Trentadue and the Doe Defendants are liable at equity as knowing recipients of property impressed with liability that is similar to constructive trust liability.

37. The Plaintiffs plead that Trentadue and the Doe Defendants have received the benefit of the Defrauded Funds into their control and direction, and had knowledge, or were constructively aware, that such funds were transferred to them in breach of trust or fraudulent conduct of Pleterski, and that such funds directly resulted from the breaches of trust or fraudulent conduct of Pleterski as particularized above.

38. The Plaintiffs plead that Trentadue and the Doe Defendants had knowledge of facts

sufficient to put a reasonable person on notice or inquiry and that Trentadue and the Doe Defendants, as recipients of the Plaintiffs' Defrauded Funds, failed to make proper inquiry in circumstances where an honest and reasonable person would realize that the funds transferred were from a suspicious or improper source – namely, the fraudulent scheme of Pleterski.

39. Consequently, the Plaintiffs state that Trentadue and the Doe Defendants are liable in equity, as if they were constructive trustees, to provide an accounting for all funds that may have been wrongfully transferred into their ownership, direction, or control, as such funds are rightfully held to the benefit of the Plaintiffs. Alternatively, the Plaintiffs plead that money received by Trentadue and the Doe Defendants derived from the Plaintiffs should be paid to the Plaintiffs by way of an order for damages as pleaded in this Statement of Claim.

Unjust Enrichment

40. The Plaintiffs plead against Trentadue and the Doe Defendants the tort of unjust enrichment. Due to the fraud as alleged above, at all material times the Defrauded Funds provided by the Plaintiffs to Pleterski remained the sole property of the Plaintiffs. Had the Plaintiffs known of the misrepresentations and omissions of material facts by Pleterski, they would not have provided their funds to Pleterski. As a result, at no time did ownership of, or beneficial interest in, the Defrauded Funds pass to Trentadue and the Doe Defendants.

41. The Plaintiffs plead as against Trentadue and the Doe Defendants that they have been substantially and unjustly enriched at the expense of the Plaintiffs, and the Plaintiffs have incurred a corresponding loss resulting from the unlawful conduct of Trentadue and the Doe Defendants without juristic reason. As a result, the Plaintiffs have suffered the harm and loss as described throughout this Statement of Claim.

Punitive, Exemplary and Aggravated Damages

42. The Plaintiffs assert that the conduct of Pleterski has been highhanded and egregious, and was undertaken either deliberately or with willful, wanton, reckless, contemptuous, or contumelious disregard for the rights and interests of the Plaintiffs. The Plaintiffs plead that the public interest of general and specific deterrence, denunciation and retribution require an order of punitive, aggravated, and exemplary damages against Pleterski.

43. The Plaintiffs plead that the quantum of the punitive damage order be determined in

accordance with the principles as set out in *Genett Lumber Co. v. Doe*, et al, 2019 ONSC 1345.

Venue

44. The Plaintiffs propose that this action be tried in the City of Toronto.

May 30, 2024

INVESTIGATION COUNSEL PC
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Lawyers for the Plaintiffs

Court File No.: CV-24-________-0000

GTA EXOTICS INC. et al.	v.	**AIDEN ALOJZ PLETERSKI a.k.a. AIDEN PLETERSKI et al.**
Plaintiffs		Defendants

ONTARIO
SUPERIOR COURT OF JUSTICE
PROCEEDING COMMENCED AT
TORONTO

STATEMENT OF CLAIM

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Lawyers for the Plaintiffs

IN THE MATTER OF THE BANKRUPTCY OF **AIDEN PLETERSKI and AP PRIVATE EQUITY LIMITED,**
of the Town of Whitby, in the Province of Ontario

Court File No./Estate No.: BK-22-00208582-OT-31

ONTARIO
SUPERIOR COURT OF JUSTICE
(IN BANKRUPTCY AND INSOLVENCY)

Proceedings commenced at Toronto, Ontario

ORDER

INVESTIGATION COUNSEL PC
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Lawyers for the Moving Party, GTA Exotics Inc. and Viktorija Burbo