

# IN THE SUPREME COURT OF BRITISH COLUMBIA

Citation: *Ignite International Brands, Ltd. v.  
Bilzerian,*  
2025 BCSC 1511

Date: 20250806  
Docket: S251196  
Registry: Vancouver

Between:

**Ignite International Brands, Ltd.**

Plaintiff

And

**Dan Brandon Bilzerian also known as Dan Bilzerian**

Defendant

Before: The Honourable Justice Latimer

## **Reasons for Judgment**

Counsel for the Plaintiff:

H.A. Mickelson, K.C.  
A. Dosanjh

The Defendant, appearing in person:

D. Bilzerian

Place and Date of Hearing:

Vancouver, B.C.  
July 11, 2025

Place and Date of Judgment:

Vancouver, B.C.  
August 6, 2025

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**Introduction**

[1] The plaintiff, Ignite International Brands, Ltd. (“Ignite”), commenced this action in February 2025. Ignite alleges that Mr. Bilzerian has breached his fiduciary duties to Ignite in a number of ways, including by:

- a) using Ignite's social media accounts, as well as his own personal social media accounts, to make posts that caused damage to Ignite;
- b) wrongfully retaining control of Ignite's social media accounts after he was no longer a director or CEO of Ignite;
- c) making unauthorized and threatening communications to Ignite employees after he was no longer a director or CEO of Ignite;
- d) engaging in a concerted effort, since at least August 2024, to develop, manufacture, and distribute vapes that compete with Ignite (the “Competition”); and
- e) misusing Ignite's confidential information.

[2] Ignite alleges that Mr. Bilzerian committed a breach of confidence against Ignite, intentionally inflicted economic harm on Ignite, and committed the tort of passing off.

[3] In March 2025, on the basis of the Competition allegations, Ignite applied to this Court and obtained an interim and interlocutory order (“Interlocutory Injunction”) that prohibited Mr. Bilzerian from directly or indirectly competing with Ignite until a final order is made in this action, including refraining from:

- i. contacting Ignite's manufacturers or distributors, or retailers of vape products;
- ii. lending his name or likeness to the marketing of vape products other than Ignite's products;
- iii. permitting SAVH LLC to manufacture, distribute, market or sell or transfer vape products;

- iv. using or distributing images paid for or used by Ignite; and
- v. promoting vape products other than those marketed by Ignite.

[4] In the course of my reasons granting the Interlocutory Injunction, I provided a detailed history of the business and procedural dealings and disputes between Mr. Bilzerian and Ignite. I will not repeat that here. These reasons should be read together with my earlier judgment for context: *Ignite International Brands, Ltd v Bilzerian*, 2025 BCSC 566 (“Injunction Reasons”).

[5] Mr. Bilzerian applied for leave to appeal from the Interlocutory Injunction. In April 2025, Justice Harris dismissed that application. In so doing, he held, among other things:

...I can see nothing inherently wrong with the proposition that a fiduciary duty might continue after the completion of the relationship with a company only for a reasonable period of time. When a reasonable period of time may expire depends on the specific facts of a case. On an injunction application it may well be impossible to determine in advance when that would occur. There is nothing unusual in ordering an injunction to be in place until a final order is made. I can see no reason why the court below could not, in the appropriate circumstances, entertain an application to vary this order if the circumstances warranted doing so. I do not propose to suggest when that might be but, in my view, that is available as a remedy, should circumstances necessitate it. (Emphasis Added)

[6] In May 2025, Mr. Bilzerian filed a notice of application seeking to vary or set aside the Interlocutory Injunction. In particular, he applies for:

- a) A declaration that any fiduciary duties he had owed towards Ignite have expired;
- b) A declaration that he may compete with Ignite until a final order is made in this action; and
- c) A declaration that this Court’s Interlocutory Injunction is of no force and effect.

[7] Ignite’s position is that:

- a) This Court should refuse to hear Mr. Bilzerian’s application because he is an unpurged contemnor.
- b) There is no basis on which to vary the terms of the Interlocutory Injunction.

**Issues**

[8] The issues for determination are:

- a) Should this Court entertain Mr. Bilzerian’s application?
- b) If so, has Mr. Bilzerian shown that the circumstances underlying the making of the Injunction Order have materially changed?

**Analysis**

**Should the application be dismissed for unpurged contempt?**

[9] As noted, Ignite’s position at the hearing of this application is that this court should refuse to hear it unless and until Mr. Bilzerian purges his contempt. The contempt complained of arises in Court File No. S245663 (“September Petition”) and is as follows:

- a) In October 2024, Justice Tammen ordered Mr. Bilzerian to return control of Ignite’s Instagram account to Ignite within three days.
- b) On February 11, 2025, Tammen J. declared Mr. Bilzerian to be in contempt of court for failing to comply with paragraph 1 of his October 30, 2024 order: *Bilzerian v. Ignite International Brands, Ltd.*, 2025 BCSC 466.
- c) On May 16, 2025, Tammen J. found Mr. Bilzerian to still be in contempt of court.
- a) Ultimately, Ignite, through its own efforts in dealing with Meta directly, secured control of the Instagram account on July 2, 2025.

- b) However, \$10,000 in related fines imposed by the Court in respect of the contempt and \$4,500 of the special costs awarded against Mr. Bilzerian remain outstanding.

[10] It is further argued that Mr. Bilzerian is in breach the terms of the Interlocutory Injunction because Sex Addict Vapes continue to be offered for sale. This allegation only came to Ignite's attention in early July 2025 and although Ignite raised the issue with Mr. Bilzerian in correspondence, it has received no response from Mr. Bilzerian.

[11] It is also argued that Mr. Bilzerian has shown disdain for this Court proceeding in a social media post in which he stated:

So a little life update. Since I started speaking out about Israel, because I didn't want my tax dollars funding a fucking genocide. Uhh they kicked me off the Board of Ignite and I started another brand. Sex Addict, now the Canadian Court is saying that I cannot promote using mv name and likeness and that I cannot compete with Ignite, which is a total crock of shit. But I'll keep you guys posted. Umm obviously fighting it, but you know Canadian Court cannot tell a US citizen that he can't fucking earn a living and that he cannot use his own name and likeness, umm, buy yeah just shit that happens when you criticize Israel.

[12] In these circumstances, it is further argued that this Court should decline to hear his application until Mr. Bilzerian complies with the terms of the Interlocutory Injunction.

[13] Mr. Bilzerian says, orally, that he will pay the outstanding amounts owed in fines if counsel will send wire instructions. He further disputes that he is in breach of the Interlocutory Injunction. His submission, unsupported by evidence, is that he sold the sex addict vapes to third parties before the Interlocutory Injunction was in place and has no authority to stop these third parties from selling their stores of goods.

[14] There is no application for contempt before me in respect of the Interlocutory Injunction. Ignite has regained control of its Instagram account. In these circumstances, I have determined not to decline to hear this application on the basis that Mr. Bilzerian delayed in purging his contempt, has outstanding related fines and costs in the related matter and/or on the basis that sex addict vapes continue to be

offered for sale in the marketplace. However, the delay in purging his contempt and the ongoing sale of Sex Addict vapes in the face of the Interlocutory Injunction will be relevant to my determination of whether or not the circumstances underlying the making of the Injunction Order have materially changed.

**Should the Interlocutory Injunction be Varied?**

[15] For a court to consider varying the Interlocutory Injunction, Mr. Bilzerian needs to show that the circumstances underlying the making of the order have materially changed: *British Columbia (Director of Civil Forfeiture) v. Hells Angels Motorcycle Corporation*, 2016 BCSC 166 at para. 28.

[16] Mr. Bilzerian advances the following material changes in circumstance:

- a) He abandoned efforts to seek reinstatement as director of Ignite immediately after the Interlocutory Injunction was imposed.
- b) A fiduciary duty continues after the completion of the relationship with a company only for a reasonable period of time, and that period of time has come to an end.

[17] Mr. Bilzerian’s abandonment of his efforts to seek reinstatement as a director of Ignite is not a sufficient material change to warrant cancellation of the Interlocutory Injunction.

[18] In the Injunction Reasons, I explained at length, with reference to factor’s identified in *Can. Aero v. O’Malley*, [1974] S.C.R. 592, 1973 CanLII 23 (S.C.C.), [*CanAero*] that when Mr. Bilzerian was Ignite’s chairman, CEO, and director, the parties agreed upon a linking of Mr. Bilzerian’s likeness and social media personality with Ignite products, principally vapes. Ignite invested very heavily in this agreed upon linkage. This very linkage that the parties agreed upon and which Ignite so heavily invested in, made Ignite uniquely vulnerable to competition by Mr. Bilzerian (see, e.g. Injunction Reasons, paras. 59–62, 68–69).

[19] It was very shortly after his removal as director that Mr. Bilzerian incorporated SAVH LLC, a company that directly competes with Ignite, while simultaneously seeking to be reinstated as a director (Injunction Reasons, para. 63–64).

[20] The circumstances of that competition were dishonest. In response to Ignite’s first application to enjoin him from competing with Ignite, in October 2024, Mr. Bilzerian gave sworn testimony before this Court falsely denying that he was “promoting, marketing or developing any competing brands or products”. Very shortly thereafter, he placed an order for the manufacture and launch of SAVH LLC’s competing brand of vapes, Sex Addict (Injunction Reasons, paras. 66–67).

[21] As I have outlined above, in October 2024, Justice Tammen ordered Mr. Bilzerian to return control of Ignite’s Instagram account to Ignite within three days. Mr. Bilzerian failed to do so and, some months later, was declared to be in contempt of court.

[22] While all of these circumstances were aggravated by the fact that Mr. Bilzerian was simultaneously trying to return as a director of Ignite, that fact alone was not the lynchpin for this Court’s finding that Ignite had established a *strong prima facie* case that the Competition was a breach of Mr. Bilzerian’s ongoing fiduciary duty to Ignite.

[23] As for whether there is no longer a strong prima facie case that the Competition is a breach of Mr. Bilzerian’s ongoing fiduciary duty to Ignite because of the passage of time, as I have noted, Mr. Bilzerian did not return control of Ignite’s Instagram account until approximately a week before the hearing of this application in July 2025. Instagram is one of the primary marketing tools that Ignite has so heavily invested in. I am satisfied that in July 2025 the Instagram account was transferred because of Ignite’s own efforts, not the efforts of Mr. Bilzerian. In all that time between October 2024 and July 2025, Mr. Bilzerian continued to take the benefit of the investment Ignite had made in developing and its connecting vape products to his brand, including tens of millions of dollars in promoting the Ignite

social media presence, and directly competed with Ignite in the production and sale of vapes.

[24] I have set out above that Mr. Bilzerian denies that he has continued to sell Sex Addict vapes in the wake of the Interlocutory Injunction. Nevertheless, he does not deny that the Sex Addict products continue to be sold by third parties. As can be seen from my recitation of the history of this matter above, that situation persists because of efforts Mr. Bilzerian took in late 2024 to manufacture and launch a competing brand of vapes. He took those efforts knowing that Ignite sought to enjoin him from doing so and while giving false evidence in this Court that he was not doing so.

[25] While a fiduciary duty continues after the completion of the relationship with a company only for a reasonable period of time, in all of these circumstances, I cannot find that Mr. Bilzerian has demonstrated a material change in whether there is a strong *prima facie* case that the Competition is a breach of Mr. Bilzerian's ongoing fiduciary duty to Ignite because of the passage of time. It was only one week before this hearing that Ignite was in a position to resume use of its main marketing tool. Even then, it continues to be in direct competition with the Sex Addict products that Mr. Bilzerian is either continuing to distribute or that he had already sent out into the market. Either way, there has been no period of time that Ignite has not been in direct competition with Mr. Bilzerian in the market place.

[26] As Justice Harris held:

When a reasonable period of time may expire depends on the specific facts of a case. On an injunction application it may well be impossible to determine in advance when that would occur. There is nothing unusual in ordering an injunction to be in place until a final order is made.

[27] In this case, I have already determined that in the absence of an injunction, there is a real prospect of Ignite suffering irreparable harm. Nothing on this application changes that analysis.

[28] Nor does the evidence on this application satisfy me that there is any material change in respect of the balance of convenience.

[29] Mr. Bilzerian deposes that his inability to compete with Ignite is impeding his ability to earn a living and causing him financial hardship. Mr. Bilzerian has not provided adequate evidence to support such a claim: *Karras v. Wizedemy Inc.*, 2024 BCCA 216. His claims are difficult to reconcile with evidence of business interests that he has outside of the sale of vapes and evidence of his financial means including ownership of real estate appraised at over \$11 million and currently listed for sale for over \$19 million.

[30] For all the reasons set out in the Injunction Reasons, the balance of convenience continues to favour maintaining the Interlocutory Injunction pending trial. I am not satisfied that the circumstances underlying the making of the Interlocutory Injunction order have materially changed.

[31] I have already imposed measures to protect Mr. Bilzerian's interests including requiring an undertaking as to damages and requiring the parties to set the earliest available trial date. I am advised Ignite has taken the latter step without assistance from Mr. Bilzerian.

[32] The application is dismissed.

### **Costs**

[33] An order of costs in any event of the cause is a mechanism the court can use to control its process by deterring interlocutory proceedings that are without merit.

[34] As I have explained above, Mr. Bilzerian has already unsuccessfully defended against Ignite's application for an injunction. He unsuccessfully sought leave to appeal from that order. The very next month, he launched this application to vary the Interlocutory Injunction order which by then had only been in place for just over a month.

[35] In all of these circumstances, Ignite is entitled to costs of this application in any event of the cause.

“Latimer J.”