IN THE SUPREME COURT OF BRITISH COLUMBIA

Citation: *Atlas Conglomerate of Ridiculous Proportions LLC. V. NFT Technologies Inc.,* 2026 BCSC 159

Date: 20260119
Docket: S256559
Registry: New Westminster

Between:

Atlas Conglomerate of Ridiculous Proportions LLC.

Plaintiff

And

NFT Technologies Inc.

Defendant

Before: The Honourable Justice M. Tammen

Oral Reasons for Judgment

Counsel for the Plaintiff:	C.D. Rodocker
Counsel for the Defendant:	G.A. Cuttler, K.C.
Place and Date of Hearing:	Vancouver, B.C. January 12, 2026
Place and Date of Judgment:	Vancouver, B.C. January 19, 2026

[1] **THE COURT:** On this summary trial application, the plaintiff seeks to enforce a judgment obtained in Florida against the defendant, NFT Technologies Inc. The underlying claim relates to an alleged breach of a fixed-price contract where only partial payment was made by the defendant. The plaintiff obtained judgment in December 2024 for the unpaid balance, US $127,500.

[2] In the Florida proceedings, the defendant was initially represented by counsel, who filed a defence on behalf of NFT. However, on June 10, 2024, the Florida court granted a motion to withdraw filed by NFT's counsel. The motion cited irreconcilable differences as the reason for the withdrawal. The reason for the irreconcilable differences appears to have been non-payment of fees.

[3] On June 10, 2024, the Florida court advised NFT through its executive chairman, Wayne Lloyd, that NFT could not, as a corporate party, be self-represented in the proceedings. The court set July 8, 2024, as the date by which NFT should retain new counsel and file a notice to that effect with the court. NFT did not comply with that court direction and was thus deemed to be in default pursuant to Federal Rule 55. The plaintiff then filed a motion for default judgment, which was ultimately granted in part on December 12, 2024. Part of the claim, related to full indemnity costs, was denied.

[4] The concluding portion of the order reads as follows:

> The court awards the plaintiff $127,500 in compensatory damages plus interest, as agreed upon in the contract, and denies the plaintiff's request for declaratory and equitable relief.

[5] The plaintiff filed a notice of civil claim in this court on January 28, 2025, seeking judgment for the amount due and owing on the Florida judgment plus accrued interest. In its notice of application on this summary trial, the plaintiff seeks the following orders:

1. A declaration that the herein defined order of the herein defined Florida court is recognized and capable of enforcement in British Columbia;

2. Judgment for the amount of Canadian currency that is necessary to purchase $159,193.13 USD, or in the alternative, judgment in the amount of $220,291.45 CAD (the “Judgment Amount”);
3. Contractual interest on the judgment amount at 18% per annum, or in the alternative, interest pursuant to the *Court Order Interest Act*, R.S.B.C. 1996 c. 79;
4. Contractual special costs on a solicitor and own client costs (full indemnity) basis or, in the alternative, special costs or, in the further alternative, costs.
5. Such further and other relief as this Honourable Court deems just and may order.

[6] The defendant, NFT, opposes but concedes that the matter is suitable for summary trial. I agree with that concession. The defendant submits that the Florida judgment should not be enforced in British Columbia because it was not obtained in accordance with Canadian principles of natural justice. The leading case on enforcement of foreign judgments is *Beals v. Saldanha*, 2003 SCC 72. The two primary bases, apart from a judgment obtained by fraud, which the Supreme Court of Canada identified for declining to recognize and enforce a foreign judgment in *Beals* are:

1. a breach of fundamental justice, in that the minimum standards of fairness required by Canadian courts were not applied by the foreign court.

2. public policy, which prevents enforcement of a foreign judgment which is contrary to the Canadian concept of justice. The public policy defence turns on whether the foreign law is contrary to the Canadian view of basic morality.

[7] Here, the defendant relies on both defences, and I will address each in turn.

1. Breach of Fundamental Justice

[8] In *Beals*, at paras. 59–65, the Court discussed what is required for a successful defence based on denial of natural justice, stating, in part, as follows:

> 59. As previously stated, the denial of natural justice can be the basis of a challenge to a foreign judgment and, if proven, will allow the domestic court to refuse enforcement. A condition precedent to that defence is that the party

> seeking to impugn the judgment prove, to the civil standard, that the foreign proceedings were contrary to Canadian notions of fundamental justice.
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> 60. A domestic court enforcing a judgment has a heightened duty to protect the interests of defendants when the judgment to be enforced is a foreign one. The domestic court must be satisfied that minimum standards of fairness have been applied to the Ontario defendants by the foreign court.
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> 61. The enforcing court must ensure that the defendant was granted a fair process. Contrary to the position taken by my colleague LeBel J., it is not the duty of the plaintiff in the foreign action to establish that the legal system from which the judgment originates is a fair one in order to seek enforcement. The burden of alleging unfairness in the foreign legal system rests with the defendant in the foreign action.
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> 62. Fair process is one that, in the system from which the judgment originates, reasonably guarantees basic procedural safeguards such as judicial independence and fair ethical rules governing the participants in the judicial system. This determination will need to be made for all foreign judgments. Obviously, it is simpler for domestic courts to assess the fairness afforded to a Canadian defendant in another province in Canada. In the case of judgments made by courts outside Canada, the review may be more difficult but is mandatory and the enforcing court must be satisfied that fair process was used in awarding the judgment. This assessment is easier when the foreign legal system is either similar to or familiar to Canadian courts.
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> …
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> 64. The defence of natural justice is restricted to the form of the foreign procedure, to due process, and does not relate to the merits of the case. The defence is limited to the procedure by which the foreign court arrived at its judgment. However, if that procedure, while valid there, is not in accordance with Canada's concept of natural justice, the foreign judgment will be rejected. The defendant carries the burden of proof and, in this case, failed to raise any reasonable apprehension of unfairness.
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> 65. In Canada, natural justice has frequently been viewed to include, but is not limited to, the necessity that a defendant be given adequate notice of the claim made against him and that he be granted an opportunity to defend. The Florida proceedings were not contrary to the Canadian concept of natural justice. The appellants concede that they received notice of all the legal procedure taken in the Florida action and that the judge of the foreign court respected the procedure of that jurisdiction. The appellants submit, however, that they were denied natural justice because they were not given sufficient notice to enable them to discover the extent of their financial jeopardy.

[9] In *Jiashan County Agri-Commerce Joint Small-Sum Loan Co. Ltd. v. Cao*, 2025 BCCA 141, Justice Abrioux noted the following, in relation to *Beals*:

> [28] …*Beals* identifies two common indicia of natural justice—that the defendant was given adequate notice of the claim, and an opportunity to defend—but explicitly notes that this is not a closed list…

> …
>
> [32] … As *Beals* makes clear, the parameters of the defence of natural justice are not closed. “Participation” is not a merely technical requirement; it has, as the chambers judge held, a qualitative element...

[10] Here, the Defendant submits that it was deprived of its opportunity to defend the action by virtue of the requirement that it be represented by counsel, as opposed to being self-represented. Mr. Lloyd, NFT’s Executive Chairman, deposes that NFT could not retain new counsel, since it did have sufficient funds to do so. He also states that if the Florida court had permitted NFT to be represented by a person other than a lawyer, he would have represented NFT and defended the action.

[11] It is clear from other parts of Mr. Lloyd’s affidavit that NFT was subsisting in June 2024, on shareholder loans, including an advance of $100,000 from a particular shareholder on June 12, 2024. Of that amount, $75,000 was required to pay a premium for director and officer insurance. The remaining amount was, according to Mr. Lloyd, used to pay other essential expenses.

[12] In May 2024, the lawyers representing NFT in the Florida action were owed slightly more than $20,000. They advised NFT by email on May 9, 2024, that they required a substantial payment in order to continue acting for NFT.

[13] Against that factual backdrop, I am unable to accede to NFT’s submission that it was not given an opportunity to defend the Florida action. The sole basis on which that submission is advanced is impecuniosity, coupled with the proscription on self-representation for corporate bodies pursuant to the Florida procedural rules.

[14] I agree that the absolute proscription impeded NFT’s ability to defend the action by choosing to self-represent, but it did not completely take away the right to defend the action. The Florida procedural rules did not prevent NFT from participating in the litigation, but rather required that it do so through counsel. I will have more to say about the so-called right to self-represent when I consider the public policy defence. At this juncture, I simply note that representation by counsel

on behalf of a corporate party in BC is the norm, and representation by a corporate representative is very much the exception.

[15] The ability of a corporation to be represented by other than a member of the bar has been described by our Court of Appeal as “a matter of discretion or indulgence by the court”, and one which should be exercised rarely and with caution: *Atlantic Chemicals Trading of North America Inc. v. Morizon Holdings Ltd*., 2005 BCCA 456, paras. 3 and 4.

[16] In the Florida action, NFT did not seek an extension of the deadline to retain counsel, nor did it pursue other potential dispensation. There is no evidence of any effort made by NFT to work out an arrangement with its counsel in May 2024, to secure some further representation, limited or otherwise.

[17] More importantly, I am not persuaded that NFT was so impecunious that it was wholly unable to retain counsel to continue defending the Florida action. There is no evidence that further advances from shareholders were unavailable to NFT in June 2024. Based on the evidence of Mr. Lloyd, it appears clear that NFT viewed other expenses as having greater priority than the retention of counsel in Florida.

[18] In conclusion, I am not persuaded that there was a denial of natural justice by requiring NFT to be represented by counsel in the Florida proceedings.

2. Public Policy

[19] The Defendant also submits that the requirement that it be represented by counsel in Florida was contrary to Canadian principles of natural justice. I disagree.

[20] The defendant notes that the order from the Florida court notes in its face that NFT may not litigate *pro se*, i.e. on its own behalf. Thus, submits the defendant, the court was creating and enforcing a requirement that ran contrary to our basic view of morality.

[21] In *Jiashan*, Justice Abrioux distilled much of what was said about the public policy defence in *Beals*, at para. 34, noting:

> [34] The public policy defence turns on whether the foreign law that underpins the foreign judgment is itself contrary to the basic view of morality in Canada: *Beals* at para. 71. Accordingly, the defence must be directed at some aspect of the underlying law itself that is "contrary to the fundamental morality of the Canadian legal system", not merely the result of the application of that law to the facts: *Beals* at paras. 72–73. As the appellant notes, the Court in *Beals* was clear that this defence was to be applied sparingly, since it connotes a condemnation of the foreign law. A narrow approach to the defence of public policy is necessary to maintain the balance between comity and fairness: *Beals* at para. 75.

[22] I cannot say that the proscription against corporate self-representation rises to this level, and is deserving of condemnation.

[23] Again, I note that there is no absolute right to corporate self-representation in BC. The defendant relies on the recent decision of *2538520 Ontario Limited* v. *Eastern Platinum Limited*, 2025 BCSC 1096, for the proposition that a right of audience would normally be granted to a representative of a corporate entity who wished to self-represent. However, that was a case involving a closely held company, where the individual claimed to be the sole shareholder and controlling mind of the company. At para. 55, Justice Kirchner noted that he would have reached a different conclusion if there were others who directly or indirectly held a legal or beneficial interest in the numbered company. In this case, NFT at the material time was not a closely held company. Indeed, in 2024, NFT was a publicly traded company, trading on the NEO Exchange. In those circumstances, it is impossible to predict whether NFT would succeed in BC on an application to be represented by Mr. Lloyd at trial. What is certain is that there would be no right for NFT to be so represented.

[24] In those circumstances, I decline to give effect to the public policy defence advanced by NFT.

[25] I make the declaration sought at para. 1 of the notice of application. I award the plaintiff the amount in Canadian funds which is the equivalent of the amount outstanding on the Florida judgment. At the time the notice of application was filed in July, that amount was $159,193.13. I understand that amount has since increased

because of accrued interest. If at all possible, counsel should agree on the appropriate amount and include it in the final order. If counsel cannot agree, they may settle the amount before the Registrar.

[26] With respect to the additional items sought by the plaintiff, I decline to award post-judgment interest at the contractual rate. Rather, I would order it be pursuant to the *Court Order Interest Act*, R.S.B.C. 1996, c. 79

[27] I also decline to award full indemnity costs, pursuant to the contractual terms. I note that the plaintiff was unsuccessful in that claim in Florida. I see no compelling reason to include costs for the present action on that basis. Rather, I award the plaintiff costs of the proceeding at Scale B.

"Tammen J."