

CITATION: Ingarra v. Cartel & Bui LLP et al., 2026 ONSC 153
COURT FILE NO.: CV-24-00719081-0000
DATE: 20260108

ONTARIO

SUPERIOR COURT OF JUSTICE

BETWEEN:)
)
JOHANN INGARRA, ANTHONY) *Self-Represented*
INGARRA, JOHN PAUL INGARRA,)
PAUL EVANS and SHAUN HENDERSON)
)
Plaintiffs)
)
– and –)
)
CARTEL & BUI LLP, NICHOLAS) *Self-Represented*
CARTEL and SINGA BUI)
)
Defendants)
) **HEARD: In Writing**

CHALMERS, J.

REASONS FOR JUDGMENT

OVERVIEW

[1] The Plaintiffs, Anthony Ingarra, John Paul Ingarra, Johann Ingarra, Paul Evans and Shaun Henderson (collectively referred to as the Ingarra Plaintiffs), bring this motion for default judgment against the Defendants, Nicholas Cartel and Cartel & Bui LLP (collectively referred to as the Cartel Defendants). The Ingarra Plaintiffs previously obtained default judgment as against the Defendant Singha Bui.

[2] The Ingarra Plaintiffs claim that they were defrauded by their lawyers Singa Bui, Mr. Cartel and their firm Cartel & Bui. For the reasons set out below, I am satisfied that the Ingarra Plaintiffs are entitled to the relief sought.

FACTUAL BACKGROUND

[3] The subject matter of this action relates to two loans. The first loan was for \$308,000. Anthony, John Paul, and Johann Ingarra funded 35.1% or \$108,000, and Paul Evans funded 64.9% or \$200,000 (the First Loan). The First Loan was secured by a mortgage over the property owned by the borrowers, Waller Holding Inc. (Waller Holding), located at 75 Fire Route 300, McKellar, Ontario.

[4] The second loan was for \$97,593.88. The funds were provided by Shaun Henderson (the Second Loan). The Second Loan was secured by a mortgage over the property owned by the borrower, Toronto Church on the Rock Ministries (Toronto Church) located at 800 Simcoe E. St. S., Oshawa, Ontario.

[5] The First and Second Loans matured on December 1, 2023. On December 1, 2023, the borrowers wired the amounts of \$97,593.88 and \$313,150.28 to the Cartel & Bui trust account. On December 4, 2023, Anthony Ingarra sent an e-mail to the mortgage broker asking whether the First and Second Loans had been paid. Mr. Ingarra was advised that the transaction closed, and the funds had been paid to the Cartel & Bui trust account.

[6] The Ingarra Plaintiffs contacted Mr. Cartel with respect to the payment of the funds. Despite receiving assurances from Mr. Cartel, no payments were made. The total amounts owing to the Ingarra Plaintiffs for the First and Second Loans remain outstanding.

[7] The Ingarra Plaintiffs caused the Statement of Claim to be issued on April 25, 2024. On April 28, 2024, Michael Kestenberg, counsel for the Cartel Defendants wrote to Johann Ingarra and stated that Mr. Cartel had authorized him to accept service on behalf of both Mr. Cartel and the firm, Cartel & Bui. The Statement of Claim was served on Ms. Bui on May 1, 2024. Ms. Bui did not deliver a Statement of Defence. By Reasons for Judgment dated November 13, 2024, I granted default judgment as against Ms. Bui.

[8] The Cartel Defendants did not deliver a Statement of Defence and were noted in default on October 15, 2024. The Ingarra Plaintiffs brought this motion for default judgment. The Cartel Defendants did not bring a motion to set aside the noting in default.

THE ISSUES

[9] The following issues will be addressed in this endorsement:

- Should the Noting in Default be Set Aside?
- Are the Ingarra Plaintiffs entitled to judgment as against the Cartel Defendants? and
- Does the Judgment Survive Bankruptcy?

DISCUSSION

Issue #1 – Should the Noting in Default be Set Aside?

[10] Mr. Kestenberg accepted service of the Statement of Claim on behalf of Mr. Cartel and Cartel & Bui on April 28, 2024. No Statement of Defence was delivered. The Cartel Defendants were noted in default by the Registrar on October 15, 2024.

[11] The Ingarra Plaintiffs are brought a motion for default judgment as against the Cartel Defendants. The motion record and reply motion record include affidavits sworn by Anthony Ingarra, Paul Evans and Shaun Henderson.

[12] In accordance with the practice set out in *Casa Manila v. Iannucci*, 2018 ONSC 7083, I ordered that the motion record for default judgment be served on Mr. Cartel and Cartel & Bui. Mr. Cartel advised that he intended to respond to the motion. In my endorsement dated June 25, 2025, I stated that the Ingarra motion will proceed in-writing and that Mr. Cartel's motion to set aside the noting in default will be dealt with at the same time.

[13] Mr. Cartel delivered his responding motion record on June 24, 2025. The responding motion record did not include a motion to set aside the noting in default. I gave Mr. Cartel another opportunity to deliver a motion to set aside the noting in default. Mr. Cartel had until December 23, 2025 to deliver any additional material he wished the court to consider. He delivered a sur-reply on December 23, 2025. The sur-reply material did not include a motion to set aside the noting in default.

[14] The Ingarra Plaintiffs argue that the Cartel Defendants should not be permitted to deliver a Statement of Defence. There is no motion to set aside the noting in default and any motion which may now be brought would be an inexcusable delay.

[15] Rule 19.03(1) provides that a noting in default may be set aside by the court on such terms as are just. In *Westcott v. Khan*, 2021 ONSC 1396, (*Westcott*) the court set out the following factors to be considered:

- a. The threshold for setting aside a noting in default is low;
- b. The court should consider factors such as the behaviour of the plaintiff, the behaviour of the defendant, the length of the defendant's delay, and the complexity and value of the claim;
- c. The court may also assess prejudice to the plaintiff;
- d. Only in extreme circumstances should the court require a defendant who has been noted in default to demonstrate there is an arguable defence to the claim on the merits; and
- e. The chief overarching consideration is that the court prefers to have civil disputes resolved on their merits: *Westcott*, at paras. 21 to 25.

[16] Although the Cartel Defendants did not bring a motion to set aside the noting in default, I considered their Responding Record dated June 24, 2025, and the Sur-Reply dated December 23, 2025. The material filed by the Cartel Defendants does not provide any reason for the failure to deliver a Statement of Defence or set out the reasons for the delay in bringing a motion to set aside the noting in default. The Cartel Defendants' material does not include a draft Statement of Defence that would be filed if the noting in default was set aside.

[17] At the time the Ingarra Statement of Claim was served on the Cartel Defendants, they were represented by Mr. Kestenberg. He accepted service of the pleading on behalf of the Cartel Defendants. He did not file a Statement of Defence on behalf of the Cartel Defendants. Instead, he advised the Cartel Defendants to consent to judgment on the condition that the judgment not

include a term that it survives bankruptcy. The consent to judgment was subsequently rescinded by Mr. Cartel.

[18] I am of the view that, in the absence of a motion to set aside the noting in default, there is no basis for the court to set aside the noting in default. Even if the motion had been brought, there is no evidence from the Cartel Defendants to explain why no defence was filed, or to explain the delay in delivering the defence or in bringing the motion to set aside the noting in default.

[19] I acknowledge that the threshold for setting aside a noting in default is low. However, it is not so low that the court would set aside a noting in default when there is no motion and no evidence as to why the defence was not filed, or the reasons for the delay in bringing a motion to set aside the noting in default. I conclude that there is no basis to set aside the noting in default as against the Cartel Defendants.

Issue #2 - Are the Ingarra Plaintiffs entitled to judgment as against the Cartel Defendants?

[20] The Ingarra Plaintiffs bring this motion for judgment under R. 19.02(1)(a). On a motion for default judgment, the court must undertake the following inquiry:

- i. what deemed admissions of fact flow from the facts pleaded in the Statement of Claim;
- ii. do those deemed admissions of fact entitle the plaintiff, as a matter of law to judgment on the Statement of Claim; and
- iii. if they do not, has the plaintiff adduced admissible evidence which, when combined with the deemed admissions, entitle it to judgment on the pleaded claim: *Elekta Ltd. v. Rodkin*, 2012 ONSC 2062, at para. 14.

[21] The Cartel Defendants were noted in default and are deemed to admit the following allegations of fact pleaded in the Statement of Claim:

- The Plaintiffs, Johann Ingarra, Anthony Ingarra, John Paul Ingarra and Paul Evans entered into an Investment Loan Agreement (the First Loan) as lenders dated November 24, 2022 in the principal amount of \$313,150.28.
- The Plaintiff, Shaun Henderson entered into an Investment Loan Agreement (the Second Loan) as lender dated November 24, 2022 in the principal amount of \$97,593.88.
- The Plaintiffs retained Ms. Bui and Cartel & Bui to advise and represent them, and in particular, to complete all legal matters pertaining to the First and Second Loan from the advancement of funds to the Borrowers, ensuring that mortgage loan documentation is executed and registered on title, and to the receipt, and payment to the Plaintiffs of said funds at the expiration of the terms of the First and Second Loan.

- The Borrowers paid the principal amounts of the First and Second Loans to the Defendants in the form of a wire transfer on December 1, 2023, and that the amounts are specifically identifiable as deposits made to the Defendants' trust account.
- The Defendants subsequently made payments or withdrew funds from the Defendants' Trust Accounts such that there are insufficient funds to pay the principal amounts to the Plaintiffs.
- The Defendants requested and received the Principal Amounts in trust from the Borrowers, with the knowledge and intention that the Funds were only to be used to return to the Plaintiffs. The Defendants were thus trustees of the Funds for the Plaintiffs' benefit.
- The Defendants failed to observe industry standard practices and regulatory requirements in the handling of the Defendants' Trust Account. The Defendants engage in months' long practices of using the Defendants' Trust Account as a line of credit to draw upon for personal and unapproved usages such as payment of personal credit card expenses, personal home mortgage payments, and other non-client related activity.
- As a result of the improper usage of client funds in the Defendants' Trust Account, the Defendants operated their practice over several months with a lower trust balance than required to satisfy all pending transactions for which trust funds were to have been put to use.
- Mr. Cartel knew or ought to have known of the perilous state of both his family and the Defendant, Cartel and Bui's finances and he had good reason to review the transactions in his partnership Trust Account and the state of finances of the Defendant Cartel and Bui partnership.
- The Defendants owed a duty of care to the Plaintiffs to notify the Plaintiffs that they should not allow the Borrowers to pay the Principal Amounts to the Defendants trust account upon the expiry of the loan term.
- The Defendants in essence operated a "Ponzi Scheme" whereby they relied upon fresh injection of funds from innocent clients to replace funds that were misappropriated by the Defendants.

[22] Although I did not set aside the noting in default of the Cartel Defendants, I considered the motion materials delivered by them on this motion for default judgment. Mr. Cartel, in his two affidavits, states that he was a non-equity/non-paid partner of the firm Cartel & Bui and that he had no access to servers or client files relating to real estate or other matters. Mr. Cartel states that he previously provided *pro bono* services to Anthony Ingarra. However, he denies that he was personally retained by the Ingarra Plaintiffs. He states that he was not involved in Ms. Bui's real estate and mortgage practice. He denies that he is vicariously liable for her actions.

[23] I find as a fact that the Ingarra Plaintiffs retained Ms. Bui and the firm Cartel & Bui to represent them with respect to the First and Second Loans. I also find that Mr. Cartel did not have any significant involvement with the Ingarra Plaintiffs prior to November 2023, other than providing some unrelated *pro bono* services to Anthony Ingarra.

[24] On November 22, 2023, the Law Society of Ontario (LSO) attended at the offices of Cartel & Bui and provided Mr. Cartel with a letter that his firm was under investigation for the mishandling of trust monies. The letter provides that the information the LSO had, “could indicate that the trust was in an over million-dollar shortage position which meant that the file was a high-risk file.”

[25] Mr. Cartel does not deny that he received the letter from the LSO. In fact, he admitted he received the letter at the Law Society Tribunal suspension hearing on April 11, 2024. Mr. Cartel deposes that the LSO letter concerned transactions that had closed successfully. He further states that the letter involved real estate transaction involving Ms. Bui alone.

[26] Mr. Cartel did not inform the Ingarra Plaintiffs that Cartel & Bui was under investigation by the LSO, or that the LSO had information that the trust account could be in an over \$1 million shortage position. After reviewing the LSO letter, Mr. Cartel did not make any inquiries of Ms. Bui or review the trust accounts. He did not advise the Ingarra Plaintiffs that their investment could be at risk if the proceeds from the First and Second Loans were paid to the Cartel & Bui trust account. He did not advise the Ingarra Plaintiffs that they may wish to retain alternative counsel.

[27] On November 30, 2023, (8 days after receiving the letter from the LSO) Mr. Cartel sent a Statement for Payout to the Borrower, Waller Holding. Waller Holding was directed to pay \$315,926.50 as of December 1, 2023. A wire payment in the amount of \$313,150.28 was made on December 1, 2023. The records from TD Bank show that a deposit in this amount was made on December 1, 2023. The TD Bank records also show a deposit of \$97,593.88 (the amount of the Second Loan) was also made on December 1, 2023. At the time of the deposits, there was a total of \$957,779.84 in the trust account. On December 4, 2023, there was a withdrawal of \$597,801.74.

[28] Mr. Cartel does not deny that he sent the payout statement to Waller Holding on December 1, 2023. The payout statement was delivered under his name and not in the name of Ms. Bui. At the time the payout statement was sent, Mr. Cartel was the only partner of the firm licensed to practice law. When the payout statement was delivered, Mr. Cartel knew that the firm was under an LSO investigation for the mishandling of funds. Mr. Cartel does not provide an explanation for why he sent the payout statement to Waller Holding to pay the funds to the Cartel and Bui trust account after he was advised by the LSO that the firm was under investigation.

[29] Mr. Cartel, in his two affidavits, states that he was not involved in Ms. Bui’s real estate practice. He states that he did not have access to the real estate files. He also states that he had very little knowledge about real estate law. He does not provide any explanation in his affidavits for why he would have assumed the handling of the Ingarra matter instead of referring them to a qualified real estate lawyer.

[30] Mr. Cartel also provides no explanation for the significant withdrawals from the trust account in the days after the funds were deposited. Almost \$600,000 was withdrawn on December 4, 2023. Mr. Cartel does not state the reasons for the withdrawals or who received the payments. At the time of the withdrawals on December 4, 2023, he was the only partner of Cartel and Bui licenced to practice law.

[31] On December 4, 2023, Anthony Ingarra learned that the payments for the First and Second Loans had been made to the Cartel & Bui trust account. He sent an e-mail to Mr. Cartel inquiring with respect to the payment of the funds. On December 12, 2023, Mr. Cartel wrote to Anthony Ingarra and stated that he is “gaining control of trust funds as I take control of this practice.” Mr. Cartel did not advise the Ingarra Plaintiffs that a significant withdrawal had been made from the trust account on December 4, 2023.

[32] On December 15, 2023, Mr. Cartel advised Anthony Ingarra by e-mail that he has “engaged in the appropriate administrative changes to be in a position to gain access in order to assist and resolve.” On December 22, 2023, he stated that he heard from the bank that the “funds are secure”. This statement was repeated on December 28, 2023. In fact, the trust account was frozen on December 4, 2023. He did not advise the Ingarra Plaintiffs of this fact. Despite Mr. Cartel’s assurances, no payments were made to the Ingarra Plaintiffs.

[33] The Ingarra Plaintiffs made a claim through the LSO compensation fund with respect to the judgment against Ms. Bui dated November 13, 2024. By letter dated July 7, 2025, the LSO advised that the compensation claim was properly against Mr. Cartel and not Ms. Bui, because as of the date the funds were paid to the firm’s trust account, Mr. Cartel was the only licensee practicing law at Cartel & Bui. The counsel for regulatory services stated as follows.

Upon a thorough review of your applications for a grant to the Compensation Fund and the available evidence regarding the handling of the trust funds you are claiming, we consider the proper subject of your claim to be Nicholas Cartel not Singa Bui. As of December 1, 2023, Mr. Cartel was the only licensee practicing at Cartel & Bui LLP.

[34] Based on the deemed admissions and the evidence filed on this motion, I find that Mr. Cartel is independently liable to the Ingarra Plaintiffs. The proceeds from the First and Second Loans were due on December 1, 2023. On November 22, 2023, Mr. Cartel was advised that Cartel & Bui was under investigation by the LSO for mishandling trust funds and that the trust account could be in “an over million-dollar shortage position”. Instead of advising the Ingarra Plaintiffs of this fact, Mr. Cartel assumed responsibility over the Ingarra matters and instructed the borrowers to pay the amounts to the Cartel and Bui trust account. In doing so, Mr. Cartel was acting as the Ingarra Plaintiffs’ lawyer. He had a duty to advise the Ingarra Plaintiffs and the borrowers of the LSO investigation. Had he done so, new counsel could have been retained and the funds paid to the new lawyer’s trust account.

[35] Mr. Cartel has not provided a reasonable explanation for his conduct. At best, his explanation seems to be that he did not know what Ms. Bui was doing with respect to her real estate practice. Even if his lack of knowledge had been accepted, there is no explanation for

assuming carriage of the Ingarra matter and instructing the borrowers to make payment to the Cartel & Bui trust account, after being made aware of the LSO investigation.

[36] In their factum, the Ingarra Plaintiffs summarize their position as follows:

74. A reasonable person in Cartel's circumstances in the third week of November 2023 would have either contracted out his real estate business or hired the help of a professionally trained real estate lawyer. Considering that his firm was under investigation for trust fraud, his real estate partner ceased practicing, and he claimed to have had no access to either the firm's real estate files, or the firm's bank account, it was professionally negligent for him to assume responsibility for files that he claims he had no knowledge or background on.

[36] I agree. At a minimum, Mr. Cartel ought to have advised the Ingarra Plaintiffs of the LSO investigation and advise them to retain counsel. To assume responsibility for the Ingarra matters when he admittedly knew nothing about the matter and did not practice real estate law was negligent.

[37] The Ingarra Plaintiffs also argue that Mr. Cartel is liable in civil fraud. To establish civil fraud, the following elements must be proved on a balance of probabilities:

- A false representation made by the defendant;
- Some level of knowledge of the falsehood of the representation on the part of the respondent (whether through knowledge or recklessness);
- The false representation caused the plaintiff to act; and
- The plaintiff's actions resulted in a loss: *Bruno Appliance and Furniture v. Hryniak*, 2014 SCC 8; [2014] 1 S.C.R. 126, at para. 21; *Tsui-Wong v. Xiao*, 2018 ONSC 3315, at para. 244.

[38] The tort of fraudulent misrepresentation includes "reckless" misrepresentation: *Canadian Imperial Bank of Commerce v. Deloitte & Touche*, 2016 ONCA 922, at para. 42, and *March Canada Ltd. v. Grafton Connor Property Inc.*, 2017 NSCA 54 (CanLII), at para. 168. In *Precision Drilling Canada Limited Partnership v. Yangarra Resources Ltd.*, 2017 ABCA 378, the Alberta Court of Appeal, confirmed that recklessness is a "legitimate pathway to fraud". The court stated that "recklessly" in this context means that the statement was made "without caring whether it was true or false", at para. 33.

[39] I find that Mr. Cartel took active steps to defraud the Ingarra Plaintiffs. When he assumed responsibility of the Ingarra matter in the third week of November 2023, there was no loss. The loans were due one week later, on December 1, 2023. Mr. Cartel took the active step to provide the payout statement to the borrowers and to instruct them to make payment to the Cartel & Bui trust account. At the time he delivered the payout statement, Mr. Cartel knew of the LSO investigation and that the trust account could be in a significant shortage position. On December 4, 2023, only a few days after the money was transferred into the trust account, there was a significant withdrawal of close to \$600,000. At the time of the withdrawal, Mr. Cartel was the only licenced partner of Cartel & Bui. No explanation for the withdrawal has been provided.

[40] There is no rational basis for Mr. Cartel to provide the payout statement and instructions for the borrower to make payment to the Cartel & Bui trust account, in the circumstances. I conclude that Mr. Cartel had no intention of providing the Ingarra Plaintiffs with the funds. He knew that the funds would be paid to a trust account that was in a shortage position. He withdrew almost \$600,000 from the trust account only a few days after the payment was made on December 1, 2023. I am satisfied that the Ingarra Plaintiffs have proven the elements of civil fraud as against Mr. Cartel.

Damages

[41] The Ingarra Plaintiffs seek judgment in the same amount as the default judgment granted as against Ms. Bui. I am satisfied that the Ingarra Plaintiffs have proved their damages. I award damages to Anthony, John Paul, and Johann Ingarra in the amount of \$109,915.74, damages to Paul Evans in the amount of \$203,234.52, and to Shaun Henderson in the amount of \$97,563.88.

[42] The First and Second Loans were paid into the Cartel & Bui trust account on December 1, 2023. The Ingarra Plaintiffs are entitled to pre-judgment interest from December 1, 2023 to the date of judgment. The Statement of Claim was issued in the second quarter of 2024. The applicable interest rate is 5.3 % *per annum*. The *per diem* interest rate is 0.01452%. The number of days from December 1, 2023 to January 5, 2026 is 665. The total pre-judgment interest rate is 9.66%.

[43] The Ingarra Plaintiffs also seek an award of punitive damages. The Court has jurisdiction to make an award of punitive damages on a motion for default judgment: *Barrick Gold Corp. v. Lopehandia*, 2004 CanLII 12938 (ON CA), [2004] O.J. No. 2329, at paras. 54-65. Punitive damages may be awarded in exceptional cases for “malicious, oppressive and high-handed” misconduct: *Whiten v. Pilot Insurance Co.*, 2002 SCC 18, at para. 36.

[44] I find that Mr. Cartel engaged in malicious and high-handed conduct. On November 22, 2023, he was advised by the LSO that the firm was under investigation and that there could be a significant shortage in the trust account. He did not advise the Ingarra Plaintiffs of this fact. Instead, he provided a payout statement to the borrowers to pay the amounts owing to the Cartel & Bui trust account. Three days after the payment was made, he withdrew or transferred close to \$600,000 from the trust account.

[45] I find Mr. Cartel’s conduct to be reprehensible. At the time he assumed responsibility for the Ingarra matter, there was no loss. He was the one who instructed the borrower to make payment to the Cartel & Bui trust account. When the trust account was under his care and control, close to \$600,000 was withdrawn or transferred. As a result of his actions, the Ingarra Plaintiffs lost their life savings.

[46] I award punitive damages to the Ingarra Plaintiffs in the amount of \$50,000. I allocate the punitive damages award as follows: \$12,500 to the plaintiffs Anthony, John Paul and Johann; \$25,000 to Paul Evans and \$12,500 to Shaun Henderson. I am satisfied that an award of punitive damages in this amount is appropriate to punish Mr. Cartel for his reprehensible conduct and to send the message that lawyers who have engaged in fraudulent conduct, have more to lose than simply paying back their ill-gotten gains: *IBEW, Local 353 Trust Funds (Trustees of) v. Shojaei*, 2014 ONSC 3656, at para. 16.

Issue # 3 – Does the Judgment Survive Bankruptcy?

[47] Pursuant to s. 178(1)(e) of the *Bankruptcy and Insolvency Act*, R.S.C. 1985, c. B-3, (*BIA*) a discharge from bankruptcy does not release any debt or liability resulting from obtaining property or services by false pretenses or fraudulent misrepresentation, other than a debt that arises from an equity claim.

[48] For the reasons set out above, I conclude that the test for civil fraud is met. I find that when Mr. Cartel provided the payout statement and instructions to the borrowers to make payment to the Cartel & Bui trust account, he knew that this would result in the Ingarra Plaintiffs not receiving the monies owing to them.

[49] Although I find that the Ingarra Plaintiffs have established fraud on the part of Mr. Cartel, I am not prepared to grant the declaratory relief pursuant to s. 178(1)(e) of the *BIA*. Mr. Cartel has not made an assignment in bankruptcy. I find that the relief sought is premature and hypothetical: *Royal Bank of Canada v. Elsioufi*, 2016 ONSC 5257, at para. 7. I adopt the reasoning of Justice MacNeil in *Kochhar v. McCall & Co., et al*, 2024 ONSC 4522:

[52] [...] I decline to grant the declaratory relief requested by the Plaintiff as it relates to s. 178(1)(e) of the *BIA* as I find that it is premature and hypothetical. There is no allegation in the record before me that the Defendants have filed an assignment in bankruptcy or have resisted the payment of amounts claimed by the Plaintiff on the basis that their discharge from bankruptcy extinguished by debt owed to the Plaintiff.

DISPOSITION

[50] For the reasons set out above, I make the following order:

- A. I grant default judgment against the Cartel Defendants in favour of the Ingarra Plaintiffs,
- B. I award damages to Anthony, John Paul and Johann Ingarra in the amount of \$109,915.74, plus pre-judgment interest in the amount of \$10,617.86, plus punitive damages in the amount of \$12,500.
- C. I award damages to Paul Evans in the amount of \$203,234.52, plus pre-judgment interest in the amount of \$19,632.45, plus punitive damages in the amount of \$25,000; and
- D. I award damages to Shaun Henderson in the amount of \$97,593.88, plus pre-judgment interest in the amount of \$9,427.57, plus punitive damages of \$12,500.

[51] The Ingarra Plaintiffs seek their costs fixed in the all-inclusive amount of \$2,500. I find the amount claimed for costs to be reasonable in all of the circumstances. I award costs to the Ingarra Plaintiffs fixed at \$2,500, inclusive of fees, disbursements and HST.

[52] I signed the draft Judgment.

Date: January 8, 2025

Chalmers J.