CITATION: Blue Pier Administration Corp V. Bank of Nova Scotia et al. 2025 ONSC 257

COURT FILE NO.: CV-24-00715556
DATE: 20250114

SUPERIOR COURT OF JUSTICE – ONTARIO

RE: BLUE PIER ADMINISTRATION CORP.

Plaintiff

AND:

BANK OF NOVA SCOTIA and MD FINANCIAL MANAGEMENT LIMITED

Defendants

BEFORE: Koehnen J.

COUNSEL: *Peter Smiley, Rona Gao* for the plaintiff

Andrew Gray, Alexandrea Lawrence for the defendants

HEARD: January 9, 2025

ENDORSEMENT

OVERVIEW

[1] This endorsement addresses two motions. The plaintiff moves to amend its statement of claim. The defendants move to strike the statement of claim. I will first address the motion to strike the statement of claim. For ease of reference I will do so using the proposed amended statement of claim which is attached at Exhibit "J" to the affidavit of John R. Jeyaratnam sworn September 17, 2024.

[2] The defendants move to strike out the statement of claim because they submit that it does not contain the material elements of any of the causes of action it pleads. I read the statement of claim differently. In my view, it does contain the elements of each of the causes of action insofar as they can be pleaded at this early stage. The defendants more detailed explanation of their motion to strike suggests that they are really seeking a motion for summary judgment rather than a motion to strike.

[3] The defendants object to the motion to amend on the basis that it adds new causes of action which are not properly pleaded and it adds defendants that are not proper parties. I agree that the proposed amended statement of claim does not properly plead the tort of unlawful interference with contractual relations. It is otherwise properly pleaded. I also permit the addition of the proposed new defendants. Once again, the defendants' objection to the addition of those defendants is really something more in the nature of a summary judgment motion than a valid defence to a motion to amend.

Legal Principles on the Motion to Strike

[4] The principles for striking a statement of claim are not in dispute.

[5] A claim should be struck out if it is plain and obvious, assuming the facts pleaded to be true, that the pleading discloses no reasonable cause of action.[1] Material facts must be set

[1] *R. v. Imperial Tobacco Canada Ltd.*, 2011 SCC 42, at para. 17.

out "with precision and clarity."[2] Vague and/or generalized allegations will not suffice.[3] The pleadings should be read generously, accommodating any drafting deficiencies. Leave to amend should be denied only in the clearest of cases.[4] Another way to put the question is to ask whether the pleading is doomed to fail.[5] A "germ" or a "scintilla" of a cause of action will suffice to maintain the claim.[6]

[6] While no evidence is admissible on a motion under Rule 21.01(1)(b), documents which are expressly pleaded are incorporated into the pleading as though their exact contents have been fully set out and are appropriate to consider on a Rule 21.01(1)(b) motion.

Basis for Claiming No Reasonable Cause of Action

The Breach of Confidence Claim

[7] The gist of the claim is that the plaintiff developed a plan for what the parties have referred to as a multiemployer pension plan. The plaintiff marketed that plan to the defendant Bank of Nova Scotia (BNS) and its affiliate MD Financial Management Inc. As part of that effort, BNS and MD Financial signed a confidentiality and nondisclosure agreement on their own behalf and on behalf of their affiliates. Pursuant to the confidentiality agreement, the plaintiff posted information to a confidential, password-protected data room. The confidentiality agreement also required BNS and MD Financial to advise the plaintiff if

---

[2] *R. v. Imperial Tobacco Canada Ltd.*, 2011 SCC 42, at para. 22, [2011] 3 SCR 45; *Pennyfeather v. Timminco Limited*, 2011 ONSC 4257, at para. 51.
[3] *Khan v. Canada Attorney General*, 2009 CanLII 7090, at para. 19 (ONSC).
[4] *PMC York Properties Inc. v. Siudak*, 2022 ONCA 635 (CanLII), at paras 30 and 31.
[5] *Atlantic Lottery Corp. Inc. v. Babstock*, 2020 SCC 19 (CanLII), [2020] 2 SCR 420, at para 34.
[6] *Operation Dismantle v. The Queen*, 1985 CanLII 74 (SCC), [1985] 1 SCR 441, at para 69.

they decided not to proceed with the project and destroy the information they had received. The Amended Claim alleges that BNS and MD Financial did not proceed with the plaintiff but never advised the plaintiff and did not destroy the information the plaintiff had given them. The plaintiff further alleges that the defendants used the plaintiff's work product to prepare their own plan which they successfully marketed to the Canadian Medical Association under the name, Medicus Pension Plan.

[8] The defendants move to strike the claim on the fundamental ground that the information the plaintiff provided was not confidential and was not used by the defendants. In addition, the defendants allege that the statement of claim does not contain sufficient particulars of the information provided, what information was used by the defendants when creating the Medicus Plan, and how each of the defendants misused the information.

[9] The defendants rely in particular on *Evertz Technologies Limited v. Lawo AG*,[7] where the court struck out a similarly drafted statement of claim, stating:

> This pleading also does not allege material facts that are sufficient meet the minimum level of material fact disclosure because the pleading does not inform each defendant of the acts that Evertz alleges the defendant took to misuse Evertz's confidential information.[8]

[10] In my view, *Evertz* is distinguishable on two grounds. First, in *Evertz*, the plaintiff was a corporate employer suing its former employees. Courts are always sensitive to an

[7] *Evertz Technologies Limited v. Lawo AG*, 2019 ONSC 1355.
[8] *Evertz Technologies Limited v. Lawo AG*, 2019 ONSC 1355, at paras. 34-37.

employer's potential tactical desire to prevent employees from competing in a similar business and appreciate that this desire can prompt unmeritorious lawsuits. Second, in *Evertz*, the plaintiff alleged that the defendants had stolen confidential information by attaching it to emails that the former employees sent from their Evertz corporate accounts to their private email accounts. The nature of the confidential information that each individual defendant allegedly stole was therefore specifically known to Evertz and would not have been difficult to plead.

[11] Moreover, I do not believe the defendants are fairly summarizing the Amended Statement of Claim. In making this submission they focus solely on paragraph 49 of the Amended Claim. That paragraph is, however, supported by factual allegations that precede it in the Amended Claim. In particular, paragraph 35 of the Amended Claim sets out a list of information that was posted to the data room and which the plaintiff alleges is confidential. Among that information is correspondence between the plaintiff's counsel's and CRA regarding the structure of its proposed multiemployer pension plan. It is at least arguable that such correspondence is confidential.

[12] With respect to the submission that the pleading does not inform each defendant of the acts that they took to misuse the confidential information, the gist of the claim is that the defendants used this information to create the Medicus Plan. At the time, the plaintiff was not even aware of entities other than BNS and MD Financial. That is one reason that the agreement purports to bind not only the signatories but also their affiliates. In circumstances like those alleged here, it is unrealistic to expect a plaintiff to know the

details of the specific participation of each individual defendant when the motion to strike is argued.

[13] A claim for breach of confidence must plead three material elements: (a) The existence of confidential information; (b) That the confidential information was conveyed in confidence; and (c) That the confidential information was misused by the party to whom it was communicated to the detriment of the confider.[9]

[14] The Amended Claim contains allegations in respect of each of these elements. Those elements are pleaded in as much detail as the plaintiff can at this point.

[15] The defendants submit that the plaintiff should have drawn a direct line in the Claim between the allegedly confidential information and elements of the Medicus Plan. I am not persuaded by that submission at this stage of the action. The plaintiff is required to plead material facts, not evidence. There is a somewhat smudged line between material facts and evidence. I can easily see the difficulty of pleading those additional facts in this case. Pension plans and their tax requirements involve highly technical issues that will likely be subject to expert evidence Including more details in a pleading may obfuscate more than clarify. Moreover, the law of breach of confidence does not necessarily require a direct line. If the plaintiff's information gave the defendants a springboard which enabled them to more easily design the Medicus Plan, that may also constitute a breach for which damages are appropriate.

---

[9] *Lysko v. Braley*, 2006 CanLII 11846, para. 17.

[16] The two fundamental claims against the defendants are that the plaintiff gave them confidential information and that they used that information in developing the Medicus Plan. That amounts to a germ or a scintilla of a claim. The defendants can easily respond to those issues.

The Fraudulent Misrepresentation Claim

[17] A claim for fraudulent misrepresentation must plead five elements, namely that: (a) The defendant made a false statement; (b) The defendant knew that the statement was false or was indifferent to its truth or falsity; (c) The defendant had the intention to deceive the plaintiff; (d) The false statement was material in that it induced the plaintiff to act; and (e) The plaintiff suffered damages in reliance on the false statement.[10]

[18] The Amended Claim sets of those elements in paragraphs 55 to 58 as supported by the factual allegations that precede those paragraphs.

[19] The claim pleads that the defendants represented that they would not disclose or use the plaintiff's information except as provided in the confidentiality agreement. The claim further alleges that the defendants made these representations knowing they were false; that in reliance on those representations the plaintiff provided confidential information, that the defendants used the confidential information to prepare the Medicus Plan and that the plaintiff suffered damages as a result. That meets the test to withstand a motion to strike.

[10] *CMHC v. Hollancid*, 2014 ONSC 911, at para. 67.

The Conspiracy Claim

[20] The defendants submit that a claim of conspiracy must be pleaded with precise particulars of: (i) the parties and their relationship together and to the conspiracy; (ii) the agreement to conspire; (iii) the precise purpose or objects of the conspiracy; (iv) the overt acts alleged to have been done by each of the conspirators; and (v) the injury and particulars of the special damages suffered by the plaintiff by reason of the conspiracy.[11]

[21] The relationship of the defendants to each other is set out early in the statement of claim when it identifies the various parties. Paragraph 61 describes the relationship of the parties to the conspiracy as having a common desire or intention to misappropriate the plaintiff's confidential information and use it for their own benefit. That defines the agreement to conspire, the object of the conspiracy and the acts alleged to have been done in furtherance of the conspiracy. The plaintiff pleads elsewhere that it suffered damages as a result of the defendants' conduct, however it may be characterized.

[22] Paragraph 62 alleges that the conspiracy was unlawful insofar as it breached the confidentiality agreement. Paragraph 63 the pleads that the conduct was directed towards the plaintiffs. Those allegations cover the two forms of conspiracy: use of some means for the predominant purpose of injuring the plaintiff or use of unlawful means with the result of injuring the plaintiff.

[11] *F. v Greater Sudbury (Police Service)*, 2015 ONSC 3934, at para. 108.

[23] The defendants submit that the plaintiffs have not pleaded the conspiracy with sufficient particularity nor has it pleaded the specific acts that each of the defendants committed. Greater detail of the acts committed pursuant to the conspiracy is contained earlier in the statement of claim which sets out the overall allegations about the misuse and misappropriation of confidential information. Paragraphs 61 – 64 of the statement of claim merely set out the legal framework to characterize the previously pleaded facts as conspiracy.

[24] Although the facts relating to conspiracy are not pleaded with the level of detail that one would expect at trial, courts have taken a practical approach to conspiracy and recognize that it cannot be pleaded with full detail in a statement of claim. As Cumming J. noted in *North York Branson Hospital v. Praxair Canada Inc.*,[12]

> In truth, the very nature of a claim of conspiracy is that the tort resists detailed particularisation at early stages. The relevant evidence will likely be in the hands and minds of the alleged conspirators. Part of the character of a conspiracy is its secrecy and the withholding of information from alleged victims. The existence of an underlying agreement bringing the conspirators together, proof of which is a requirement borne by a plaintiff, often must be proven by indirect or circumstantial evidence. A conspiracy is more likely to be proven by evidence of overt acts and statements by the conspirators from which the prior agreement can be logically inferred. Such details would not usually be available to a plaintiff until discoveries. These considerations and the general theme of *Hunt*, instructing courts not to shy away from difficult litigation, also militate against holding pleadings in civil conspiracy cases to an extraordinary standard.[13]

[12] *North York Branson Hospital v. Praxair Canada Inc.*, 1998 CanLII 14799.
[13] *North York Branson Hospital v. Praxair Canada Inc.*, 1998 CanLII 14799, at para. 22.

[25] The defendants next suggest that is necessary for the plaintiff to plead material facts that would establish, if proven, that the conspiracy caused it to suffer damages distinct from those caused by the other claims alleged. In support of this proposition they cite *Ontario Consumers Home Services v. Enercare Inc*.[14] That case cites the proposition without any further authority. The defendants have not explained or otherwise justified the point. Assuming that proposition is correct, in my view the easy answer to that challenge is that damages for conspiracy can be awarded at large.[15] The Amended Claim pleads damages for all causes of action in para. 1 (a), including conspiracy. If the trial judge were to find that there was a predominant purpose conspiracy that involved no other unlawful act, then all of the facts in the Amended Claim would be factual allegations to support the conspiracy claim. That suffices to meet a pleadings challenge.

Claim Is Frivolous and Vexatious

[26] The defendants next submit that, quite apart from striking the statement of claim as disclosing no cause of action, it should be struck out as frivolous, vexatious or otherwise an abuse of process under rule 21.01 (3) (d).

[27] Evidence is admissible in support of the Rule 21.01(3)(d) motion.[16] Any action for which there is clearly no merit may qualify for classification as frivolous, vexatious, or an abuse

[14] *Ontario Consumers Home Services v. Enercare Inc.*, 2014 ONSC 4154, at para. 28.
[15] See McGregor On Damages, London: Sweet & Maxwell 2003, at para. 40-008.
[16] *Tataryn v. Diamond & Diamond*, 2021 ONSC 2624, at para. 6.

of process.[17] The test on a motion under Rule 21.01(3)(d) is whether it is plain and obvious that the action must necessarily fail because the plaintiff's claim is fundamentally defective.[18]

[28] The defendants submit that the claim is untenable because the information the plaintiff points to as being confidential was in fact not confidential. The defendants submit that the idea of a multiple employer pension plan was already public knowledge so could not be confidential. While the idea of a multiple employer pension plan may not be confidential, the way to implement it in Canada may still have been confidential. This is particularly so given that the creation of such a pension plan involves tax issues in respect of which the plaintiff appears to have obtained some level of comfort from the CRA that its proposed structure would not fall afoul of tax rules. There is at least a plausible argument that such information is confidential.

[29] Before the Medicus Plan was created, the Canadian Medical Association retained Mercer Consulting to prepare a report about the possibility of establishing a multiple employer pension plan for physicians. The report noted, among other things that:

> It will be very challenging to design and implement such a plan for physicians that will work within the rules as currently set out.
>
> …
>
> However, we have identified a number of significant challenges that would need to be addressed for the successful implementation

[17] *Salasel v. Cuthbertson*, 2015 ONCA 115, at para. 8.
[18] *Mayer v. Athanasopoulos*, 2022 ONSC 5286, at para. 9.

> of any such plan, due to the large number of participating employers.

[30] In the Medicus Plan's first annual report, its Managing Director stated:

> I am proud to lead Medicus, a unique and innovative plan that no one thought was possible - and to influence change for physicians in Canada, one challenge at a time.

[31] That creating a plan was "very challenging" and that no one thought the plan was possible suggest that there was some innovative thinking that went into it. If that innovative thinking was part of the information that the plaintiff alleges was given to the defendants, it is at least arguable that it is confidential information.

[32] The defendants then point to para. 44 of the Amended Claim where the plaintiff alleges that the Medicus Plan "contains all the essential features" of the plaintiff's plan which are then set out. The defendants submit that those features are not confidential. If the claim were limited to that, the defendants would have a stronger argument. However, it is not so much the features of the plan that are confidential as the method by which those features were able to be incorporated into a multi-employer plan that the plaintiff alleges is confidential.

[33] The defendants do not appear to have been pushing the rule 21.01 (3) (d) with particular vigour. The affidavit they rely on is that of a law clerk from the defendants' law firm who simply attaches a number of documents. The evidentiary references in the factum contain references to broad swaths of evidence such as, for example, directing the court to pages

529 – 807 of their motion record.[19] It is not for the court to begin searching through hundreds of pages of evidence to determine whether an action is frivolous or vexatious. If indeed, that is what is required to come to a determination, it strikes me that by definition the action is not frivolous and vexatious but that there may be real, arguable, issues associated with it.

The Motion to Amend

[34] The plaintiff proposes to amend the statement of claim to add additional defendants and additional causes of action. The defendants object to the proposed amendments.

[35] Rule 26.01 of the Rules provides that "On motion at any stage of an action the court shall grant leave to amend a pleading on such terms as are just, unless prejudice would result that could not be compensated for by costs or an adjournment."

[36] The defendants object to the amendments chiefly because they add new causes of action with respect to unlawful interference with contractual relations, inducing breach of contract, and piercing the corporate veil; which the defendants submit are not properly pleaded.

[19] See para. 48(a) of the defendants' factum. Although there are other page references with a smaller page range varying between 2 and 87 pages with most being in approximately the 20-page range, anything beyond approximately two pages is inappropriate other than as a reference to the location of a document. Judges cannot be expected to read page ranges of that length to look for arguments to support a party.

Unlawful Interference with Contractual Relations

[37] The necessary elements of a claim for unlawful interference with contractual relations was set out by the Supreme Court of Canada in *A.I. Enterprises Ltd. v. Bram Enterprises Ltd*.[20] as follows:

> The unlawful means tort creates a type of "parasitic" liability in a three-party situation: it allows a plaintiff to sue a defendant for economic loss resulting from the defendant's unlawful act against a third party. Liability to the plaintiff is based on (or parasitic upon) the defendant's unlawful act against the third party. While the elements of the tort have been described in a number of ways, its core captures the intentional infliction of economic injury on C (the plaintiff) by A (the defendant)'s use of unlawful means against B (the third party). There is no dispute here that this is an intentional tort; the focus of the dispute in this case is on the unlawful means element. (citations omitted)
>
> An old case will serve as an example. The defendant, the master of a trading ship, fired its cannons at a canoe that was attempting to trade with its competitor, the plaintiffs' trading ship, in order to prevent it from doing so. The defendant was held liable, Lord Kenyon being of the opinion that these facts supported an action: *Tarleton v. M'Gawley* (1793), Peake 270, 170 E.R. 153. The plaintiffs were able to recover damages for the economic injury resulting from the defendant's wrongful conduct toward third parties (the occupants of the canoe) which had been committed with the intention of inflicting economic injury on the plaintiffs.

[38] I agree with the defendants that the proposed amended claim does not make out a claim for unlawful interference with contractual relations because it does not allege that the defendants committed any acts, unlawful or otherwise, towards a third party. It merely alleges that BNS gave confidential information to the affiliates that the plaintiff seeks to

[20] *A.I. Enterprises Ltd. v. Bram Enterprises Ltd.*, 2014 SCC 12 (CanLII), [2014] 1 SCR 177.

add to the action and that both BNS and the affiliates breached the confidentiality agreement by creating and operating the Medicus Plan. That does not meet the requirements for pleading unlawful interference with contractual relations. There is no allegation of any unlawful conduct directed at a third party in order to interfere with the contractual relations between the plaintiff and the third party. As a result, I do not allow the amendments proposed in paragraphs 65 – 68 of the Amended Statement of Claim.

Inducing Breach of Contract

[39] As the defendants note in paragraph 60 of their factum: "The essential elements of a claim of inducing breach of contract are: (1) the plaintiff is a party to a valid and enforceable contract; (2) the defendant is aware of the contract and its terms; (3) the defendant intends to procure a breach of the contract; (4) the defendant's conduct causes the third party to breach the contract; and (5) the plaintiff suffers damages as a consequence of the breach of contract.[21] In order to find a party liable for inducing breach of contract, a court must find that the defendant induced a third party to breach a contract and that the third party in fact breached the contract."[22]

[40] The Amended Claim pleads each of these elements. It alleges that the plaintiff was party to the confidentiality agreement and that all of the defendants were aware of the agreement and its terms. It further pleads that the defendants intended to breach the agreement or cause other defendants to breach the agreement which in fact happened and which caused

[21] *Braysan Properties Inc. "In Trust" v. Muchos et. al.*, 2022 ONSC 3703, at para. 68.
[22] *Braysan Properties Inc. "In Trust" v. Muchos et. al.*, 2022 ONSC 3703, at para. 107.

the plaintiff to suffer damages. That meets the requirements for a pleading that withstands a motion to strike.

[41] The defendants say the plaintiff has not pleaded any material facts to show that each new defendant knew of the confidentiality agreement and its terms. The plaintiff clearly alleges that the new defendants are affiliates of BNS and were aware of the confidentiality agreement and its terms. The particulars of how the new defendants became aware of the confidentiality agreement are not pleaded nor need they be. The material fact is that they were aware. The means by which they became aware is evidence and need not be pleaded.

Piercing the Corporate Veil

[42] As part of its prayer for relief, the plaintiff, in paragraph 1(d) of its proposed Amended Claim seeks "if necessary, an Order piercing the corporate veil".

[43] The defendants submit that the plaintiff has failed to sufficiently plead a basis for piercing the corporate veil.

[44] Courts will pierce the corporate veil if, among other things, a corporation is being used as a shield for fraudulent or improper conduct[23] including when "those in control expressly direct a wrongful thing to be done."[24]

[23] *FNF Enterprises Inc. v. Wag and Train Inc.*, 2023 ONCA 92 (CanLII), at para 18.
[24] *FNF Enterprises Inc. v. Wag and Train Inc.*, 2023 ONCA 92 (CanLII), at para 21.

[45] The plaintiff has pleaded that the defendants breached the confidentiality agreement and, in the alternative, induced each other to breach the confidentiality agreement. At this stage the plaintiff understandably does not know the precise nature of the relationship between the parties nor is it familiar with the specific conduct in which each of the defendants engaged. Piercing the corporate veil is not a primary remedy that the defendant seeks. It is clear that it is there only as a "just in case" form of relief should it be necessary. The facts alleged in the Amended Claim are sufficient to create a germ or a scintilla of a cause of action that may warrant piercing the corporate veil depending on how the factual findings turn out at trial.

Objection to Additional Named Parties

[46] The defendants object to the inclusion of the additional parties in the action. They say that the proposed defendant MD Management Limited was not involved in the establishment of the pension plan or its operation; that the defendant 1832 Asset Management LLP was retained as an initial plan investment manager and was not otherwise involved with the plan; that the defendant 1832 Asset Management GP is simply the general partner of 1832 Asset Management LP and was not otherwise involved in the establishment of the pension plan or its operations; and that Scotia Global Asset Management is not a legal entity but a business name used by 1832 Asset Management LP.

[47] While those may all be valid defences, they are not a basis at this stage for refusing to amend the statement of claim. I was not taken to any evidence that supports the submissions the defendants make with respect to these additional parties. Although I was

not taken to it, the affidavit of Elyse Norbert sworn November 1, 2024 does state that Scotia Global Asset Management is not a legal entity but a business name. Even that, however, is a simple assertion by a law clerk at the defendants' law firm. The statement is not purported to be on information and belief nor is there any explanation for how Ms. Norbert comes to that assertion, such as for example, by way of a search of corporate registers. In those circumstances there is not a sufficient evidentiary basis to assert that the addition of the new parties is improper.

[48] The defendants also suggested that it was improper to name "John Doe Corporations" as a defendant. I do not find anything improper in that on the facts of this case. The plaintiff does not know exactly what happened or who did things. It does allege that BNS and its affiliates misused the plaintiff's confidential information. It has defined the John Doe corporations as "affiliates or other entities connected to the named defendants that played a role in the matters at issue in this proceeding." Given that one can expect defendants joined at a later stage in a proceeding to assert limitation periods, there is nothing particularly offensive in a plaintiff trying to improve its position in that regard by naming such parties as John Doe defendants. The addition of those parties here is not adding unknown parties from the world at large. It is adding specific entities that would be known to the named defendants but that are not yet known to the plaintiff.

Conclusion and Costs

[49] With the exception of the issue of intentional interference with contractual relations, it strikes me that the issues the defendants raise are ones that involve issues of fact and law that are more complex than is appropriate to resolve on a pleadings motion. If the defendants desire a more summary procedure to resolve the action, it might be more appropriate to consider a motion for summary judgment than a motion to strike. I hasten to add that I am not saying summary judgment is appropriate. I make no determination in that regard.

[50] As a result, I dismiss the defendants' motion to strike and grant the plaintiff leave to amend its statement of claim in the form attached as Exhibit "J" to the affidavit of John R. Jeyaratnam sworn September 16, 2024 with the exception of paragraphs 65-68. That latter order is without prejudice to the plaintiff's ability to deliver a further amended statement of claim.

[51] The plaintiff seeks costs on a substantial indemnity scale. The plaintiff has not provided me with any basis to award costs on a substantial indemnity scale and I see no basis for doing so. The plaintiff's partial indemnity costs, including HST, come to $26,934.23. The defendants' partial indemnity costs come to $58,922.27. The defendants have raised no issues about the quantum of the plaintiff's request nor would they have a particularly strong argument in that regard given that their own costs are more than twice what the plaintiff seeks. The hours the plaintiff records on its cost outline seem reasonable. The motion was

significant for the plaintiff. I therefore award the plaintiff its costs of the motion to strike and the motion to amend which I fix at $26,934.23.

Date: January 14, 2025

Koehnen J.