

**ONTARIO  
SUPERIOR COURT OF JUSTICE**

Court File No. 2489/21

**B E T W E E N:**

**IRON HORSE FARM INC.**

**Plaintiff**

**- and -**

**TORREY PINES STABLE INC. and ERIC LAMAZE**

**Defendants**

**AFFIDAVIT OF GREGORY AZIZ**

I, Gregory Aziz, of the Town of Caledon SOLEMNLY AFFIRM:

1. I am the President of the Plaintiff, Iron Horse Farms Inc (“Iron Horse”), and as such I have knowledge of the facts contained in this affidavit. Where my knowledge is based upon information or belief, I have stated the source of the information or belief and verily believe it to be true.
2. Iron Horse seeks damages for breach of contract against the Defendants, Mr. Eric Lamaze and his company Torrey Pines Stable Inc (“Torrey Pines”) arising from Iron Horse’s purchase of two show jumping horses from the Defendants.
3. The Defendant Mr. Lamaze was a very successful professional equestrian athlete, who won an Olympic gold medal for Team Canada. I have personally known Mr. Lamaze for many years. During that time, he has engaged in the business of buying and selling show jumping horses. I relied on Mr. Lamaze’s expertise, experience and representations when Iron Horse purchased horses from the Defendants.
4. The two horses at issue in this action are named Rominka and Peppercorn. Iron Horse has limited its claim to damages and breach of contract against the Defendants to the damages it sustained arising from the Defendants’ breach of contract for the sale of these two horses.

### **The Purchase of Rominka, After the Trade for Jumping Mouse**

5. In 2006, Iron Horse purchased a horse named Jumping Mouse from the Defendants for \$100,000 USD (note all funds are in USD unless otherwise noted). Jumping Mouse was purchased with the intention that it be ridden and trained by my daughter, Ms. Karina Aziz, who, at that time, was a minor and an amateur show jumping athlete. Today, my daughter is a professional show jumping athlete who competes in Europe and the United States of America.
6. The Defendants represented to Iron Horse that Jumping Mouse was a suitable horse for the “jumper class” of competition. A horse in the jumper class competes in competition based on its ability to jump over obstacles of specified heights (the higher the height, the more difficult the competition). The jumper class is judged objectively based on the height of the jumps cleared, in contrast to a “hunter class”, in which the horse and rider compete by jumping over obstacles of specified heights, but are subjectively judged on presentation. The hunter class is considered a lower class of competition than the jumper class. My daughter had successfully competed with horses suitable to the hunter class and was ready to move up to competition in the jumper class.
7. Jumping Mouse proved to be an unsuitable horse for the jumper class and the Defendants agreed to accept the return of Jumping Mouse. To replace Jumping Mouse, Iron Horse purchased a horse named Rominka from the Defendants at the cost of returning Jumping Mouse plus paying an additional payment of \$150,000 USD. Since Jumping Mouse was purchased for \$100,000 USD, the total consideration paid for Rominka was \$250,000 USD.
8. The agreement for the return of Jumping Mouse and the purchase of Rominka is confirmed by a February 19, 2007 invoice from Torrey Pines, a copy of which is attached as **Exhibit A** and excerpted below:

Torrey Pines Stables Inc.

R.R. #1  
Schomberg, ON  
L0G 1T0

Invoice #: 00001225  
Date: 2/19/2007

Bill To:  
Iron Horse Inc.

Fax #: 905-544-8872  
Phone #:

Description	Amount
Purchase of "Rominka"	\$250,000.00
Trade of "Jumping Mouse" towards the purchase of "Rominka"	(\$100,000.00)
PAYABLE IN U.S. FUNDS	
Sub Total	\$150,000.00
GST: # 891364259	GST: \$0.00
TOTAL	\$150,000.00

9. Attached as **Exhibit B** and excerpted below is a copy of Iron Horse's USD Cash Book, which records Iron Horse's expenditures. The September February 22, 2007 wire transfer from Iron Horse to Torrey Pines establishes payment to the Defendants for Rominka.

Chq #	Opening balance		Cash RBC	Advance from National Industries	Training	Veterinary Care	Sale Board	Boarding	Transp. Expenses	Purchase Livestock	Lesse	GST Recov'ble (payable)
	Deposit - Torrey	03-Aug-06	-	400,000.00						(400,000.00)		
6	Torrey Pines	25-Sep-06	-	(100,000.00)						100,000.00		
7	Torrey Pines	08-Oct-06	-	(6,000.00)								6,000.00
	Wire to Torrey Pines	22-Feb-07	-	(150,000.00)						150,000.00		
2	Torrey Pines	17-Oct-07	-	(285,000.00)						250,000.00		15,000.00

10. Before the purchase of Rominka, Mr. Lamaze represented to Iron Horse, i.e. me, that Rominka was capable of jumping at a high amateur level of 1.40 metres. This representation proved false as

upon delivery, Rominka was unable to successfully jump 1.30 metres, let alone the 1.40 metres. I expressed my displeasure to Mr. Lamaze that, once again, he sold Iron Horse an unsuitable horse at considerable expense.

11. On June 18, 2008, Mr. Lamaze visited my office to discuss Iron Horse's concerns with Rominka.
12. During the meeting, Mr. Lamaze agreed to accept the return of Rominka and to return the full purchase price paid of \$250,000 USD to Iron Horse. As part of my usual business practice, I maintain a business diary, in which I contemporaneously record notes from conversations and meetings. I have reviewed my business diary from June 18, 2008. My notes are consistent with my clear recollection of the agreement Iron Horse, through me, reached with Mr. Lamaze and Torrey Pines for the return of Rominka and the refund of the total purchase price of \$250,000 USD. My business diary from June 18, 2008 reads:

1250

Eric Lamaze – in my office today

Told him about Rominka said he thought horse was injured told him no its perfectly sound won't jump said we were making a big mistake with people we have now & that would be for big horses-

I said what do you advise – said he would think about it for couple of days would take Rominka back – ship tomorrow said to come & visit him @ TP [Torrey Pines] on Sat.

Attached as **Exhibit C** is a true copy of my handwritten diary entry from June 18, 2008.

13. During his examination for discovery, Lamaze agreed that he was “willing, at that particular time” to accept the return of Rominka to address Iron Horse's dissatisfaction.<sup>1</sup>
14. Lamaze gave the following evidence on his examination for discovery:

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<sup>1</sup> Question 211, examination for discovery of Mr. Eric Lamaze, dated April 5, 2019.

Q292: I suggest to you the reason why you agreed you would take Rominka back is because you were prepared to provide Mr. Aziz with a horse of equivalent value or a trade equal to the value of Rominka.

A: You're asking me that?

Q: Yes

A: Yes, I was prepared to help him and see what we could do together...

Attached as **Exhibit D** is a copy of excerpts from the transcript from the examination for discovery of Mr. Lamaze, relied upon by Iron Horse for this motion for default judgment.

15. On June 19, 2008, consistent with the note in my business diary, Rominka was shipped to Mr. Lamaze's stable, the Defendant, Torrey Pines, which accepted the return of Rominka, but never returned the money owed to Iron Horse. The transportation invoice and receipt for the return of Rominka on June 19, 2008 has a signature from a Torrey Pines representative under the heading: "Received in apparent good order". A copy of the June 19, 2008 transportation invoice from Perry Transport Ltd is attached hereto as **Exhibit E**.
16. I attended the stable on the weekend, consistent with my note, but Mr. Lamaze was not there.
17. Later Lamaze complained that Rominka was lame due to an error by a veterinarian retained by Iron Horse. He made this complaint despite the receipt for the delivery of the horse noting it was "received in apparent good order".
18. On or about June 19, 2008, Iron Horse delivered an invoice to Lamaze for \$250,000 for the return of Rominka, which Lamaze agreed to accept. The invoice reads:

Return of Rominka as per Eric Lamaze on June 19, 2008	US \$250,000.00
Torrey Pines Invoice #1225 dated February 19, 2007 To be replaced with a new horse, as per Eric Lamaze	
Total	US \$ 250,000.00

Attached as **Exhibit F** is a copy of Iron Horse's June 19, 2008 invoice to Torrey Pines.

19. Lamaze testified on this issue as follows:

Q. 294: Did you ever advise Greg Aziz after you took Rominka back that you would not provide a horse of equal value or credit [equal to the cost of the horse]

A. Not at all.

20. Mr. Lamaze did not pay the invoice, provide a replacement horse or return the purchase price as agreed. He never wrote to Iron Horse to complain about or contest the invoice. Instead, he kept Rominka. In fact, Mr. Lamaze ultimately sold Rominka to another buyer for an undisclosed sum and never delivered the sale proceeds, let alone \$250,000 USD, to Iron Horse.

21. I have been advised by my daughter and verily believe that she ascertained from a search of relevant websites providing results of hunter class competitions in Canada that Rominka is competing successfully in the hunter class with its new owners. Attached at **Exhibit G** is a copy of Rominka's show results until 2015 obtained from "equestrian.ca". These records show that

Rominka is competing in a much lower level than the 1.4 metre jumper class, which is the level in which the Defendants represented the horse could compete.

22. Iron Horse claims damages against the Defendants for \$250,000 USD for the breach of the agreement I reached with Mr. Lamaze for the return of Rominka.

**The Sale of Peppercorn: the Defendants sold a Lamé Horse**

23. On October 17, 2007, Iron Horse purchased a horse named Peppercorn from the Defendants for payment of \$265,000 USD. Attached at **Exhibit H** is a copy of the Torrey Pines invoice for the sale for Peppercorn to Iron Horse. A copy of the Iron Horse cheque establishing payment for Peppercorn is attached as **Exhibit I**.

24. Mr. Lamaze had represented that Peppercorn was an 8 year old horse with a good European show record. Within one month of delivery, however, Peppercorn was lame and entirely unsuitable for show jumping. In February 2010, Iron Horse learned that, contrary to the bill of sale, Peppercorn's proper registered name was Romen, which did not have a good European show record. Horses in the show jumping world can be researched on databases available on the internet. Generally, younger horses with good show records are more valuable than older horses with poor records and the horse's value as a jumper is largely dependent at what height it can jump.

25. In addition, after further investigation, Iron Horse has discovered that Peppercorn's lameness was the result of an undisclosed and serious surgery performed on the horse, called a neurectomy. I am advised by my daughter, Ms. Karina Aziz, who, as mentioned above, is a professional equestrian athlete, and verily believe that it is against the rules to compete with a horse that has undergone a neurectomy. The surgery involves the 'de-nerving' of the nerves in the front of the horses leg, akin to an ankle on a human leg. The effect of de-nerving the horse is that it loses all or most of the feeling in its legs. This poses a significant safety issue for riders.

26. The neurectomy on Peppercorn, i.e. Roman, is confirmed by a report of veterinarian Dr. Meghan Waller, dated October 14, 2022, a copy of which is attached as **Exhibit J**. Dr. Waller notes that scars on the horse's leg are "strongly suspicious for surgical neurectomy scars given the location". Dr. Waller also notes that there is "no history or record of the mare [Peppercorn] receiving this surgery in Canada under the current owners".
27. Dr. Waller's report also identifies that there are two microchips in Peppercorn. I understand from my daughter, Ms. Karina Aziz, and verily believe that it is against industry practice to double chip a horse. The microchip in a horse is meant to establish its pedigree and the history of any surgeries. Horses of the calibre the Defendants represented to be selling to Iron Horse have pedigrees that can be traced back generations and to specified breeders. The fact that there are two microchips in Peppercorn, explains how the horse was sold under a false name and without the disclosure of the neurectomy.
28. Peppercorn/Romen remains in the care of Iron Horse and is well taken care of and loved, but has never jumped competitively. Nonetheless, the Defendants induced Iron Horse to spend \$265,000 USD on the horse under the false pretense that the horse was capable of competing in the jumper class. The non-disclosure of the neurectomy put my daughter and other riders of Peppercorn at significant risk. The horse as received was effectively useless for the purpose of competition since it is against the rules to use a de-nerved horse in competition.
29. As a result of these false representations and lies, Iron Horse seeks damages against the Defendants for breach of contract in the sum of \$265,000 USD.

**Mr. Lamaze is a Fraudster**

30. In total, Iron Horse spent approximately \$3 million on horses purchased from the Defendants. Nearly all of the horses had issues, although they are not subject to these proceedings.



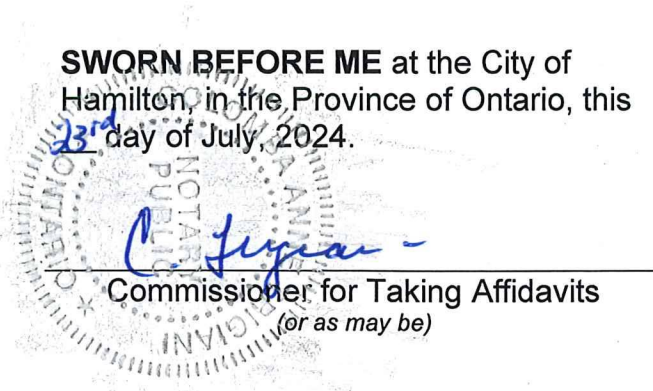

31. Since Iron Horse ended its relationship with the Defendants in 2008, I have come to learn that Mr. Lamaze faces numerous allegations of fraud and deceitful practices.
32. For example, Mr. Lamaze is being sued by other former clients. Attached as **Exhibit K** is a copy of the civil lawsuit referred to above filed by Ms. Lorna Guthrie in *Guthrie et al v Lamaze et al*, in which the plaintiffs allege that Mr. Lamaze misappropriated funds from the sale of a horse.
33. Attached as **Exhibit L** is a copy of the civil complaint in *Stone Ridge Farms v Torrey Pines and Eric Lamaze*, a Florida action by an Alberta horse farm against Mr. Lamaze for the sale of a horse for 625,000 Euros alleging Mr. Lamaze received an unlawful side commission on the sale.
34. This matter was originally scheduled for trial to commence during the October 2023 trial sittings in Milton.
35. On July 31, 2023, the Defendants brought a motion before Justice Kurz seeking, among other things, to adjourn the trial on the basis that Mr. Lamaze was too ill to participate in the trial and to give his counsel instructions owing to an alleged diagnosis of brain cancer.
36. Iron Horse contested the Defendants' request for an adjournment on the basis that there was no medical evidence that Mr. Lamaze had brain cancer or any medical condition that would prevent him from participating in the trial.
37. Eventually Mr. Lamaze, through his counsel, delivered multiple medical reports purporting to be written and signed by various physicians, including a neuro-oncological surgeon, from a private cancer clinic in Brussels, the Chirec Medical Centre.
38. On their face, the medical reports were clearly suspicious. Mr. Lamaze had previously misrepresented the state of his health to avoid being examined for discovery. In 2019, Mr. Lamaze claimed that his brain cancer prevented him from being examined for discovery. Mr. Lamaze failed to produce any supporting medical documentation at that time. Iron Horse brought a motion to compel Mr. Lamaze to attend at his examination for discovery. When Associate Justice Graham,


who heard Iron Horse's motion ordered that Mr. Lamaze produce medical documentation supportive of his alleged illness, Mr. Lamaze appeared for his examination instead. Iron Horse had retained a private investigator to investigate Mr. Lamaze's claims that he was too ill to attend previously scheduled examinations for discovery. On the day the motion was argued before Associate Justice Graham, Mr. Lamaze was videotaped by Iron Horse's private investigator competing in a professional-level show jumping competition in Wellington, Florida. Attached as **Exhibit M** is a copy of Associate Justice Graham's Endorsement, dated May 1, 2019.

39. As a result of Mr. Lamaze's past practice of misrepresenting his health and ability to participate in this action, Iron Horse retained a private investigator to investigate the authenticity of the medical reports delivered by Mr. Lamaze as part of his motion to adjourn the trial. Ultimately the reports were proven to be fraudulent.
40. On September 5, 2023, Justice Kurz released his endorsement dismissing the Defendants' motion for an adjournment and finding that Mr. Lamaze had proffered falsified medical documentation to the court. The complete and lengthy history detailing Iron Horse's investigations into Mr. Lamaze's fraud is set out in Justice Kurz's endorsement of August 11, 2023 (**Exhibit N**), along with his related endorsements of July 31 (**Exhibit O**), August 9, 2023 (**Exhibit P**) and September 5, 2023 (**Exhibit Q**). Copies of these four endorsements are found attached hereto as **Exhibits N, O, P and Q** respectively.
41. Ultimately as a result of Mr. Lamaze's fraud on the court, Justice Kurz ordered that the Defendants pay Iron Horse its full indemnity costs arising from the Defendants' motion by September 29, 2023, failing which their Statement of Defence would be struck.
42. On November 6, 2023, Justice Kurz ordered that the Defendants' Statement of Defence be struck owing to the failure to pay the costs ordered to Iron Horse by September 29, 2023. A copy of Justice Kurz's November 6, 2023 order is attached hereto as **Exhibit R**.

43. The record establishes that not only did Mr. Lamaze commit a fraud on Iron Horse and breach its agreement with Iron Horse resulting in the damages claimed in this action, but also has committed a fraud on the court.
44. Iron Horse seeks default judgment against the Defendants owing to their breach of contract and misrepresentations for the sale of Rominka and Peppercorn/Romen as follows:
- a. Payment to Iron Horse for \$250,000 USD for the sale of Rominka;
  - b. Payment to Iron Horse of \$265,000 USD for the sale of Peppercorn/Romen;
  - c. Prejudgment interest in accordance with the *Courts of Justice Act*; and
  - d. Costs on a substantial indemnity basis owing to the scandalous and vexatious behaviour of the Defendants.
45. With respect to its claim for pre-judgment interest, Iron Horse seeks \$57,476.82 USD in prejudgment interest calculated from August 30, 2010, the date the Notice of Action was issued to August 8, 2024 at the statutory rate of 0.8% as provided by the *Courts of Justice Act*.

**SWORN BEFORE ME** at the City of Hamilton, in the Province of Ontario, this 23<sup>rd</sup> day of July, 2024.

  
  
\_\_\_\_\_  
Commissioner for Taking Affidavits  
(or as may be)

  
\_\_\_\_\_  
**GREGORY AZIZ**

**A246****Torrey Pines Stables Inc.**

R.R. #1  
Schomberg, ON  
LOG 1T0

Invoice #: 00001225  
Date: 2/19/2007

**Bill To:**  
Iron Horse Inc.

Fax #: 905-544-8872

Phone #:

Description	Amount
Purchase of "Rominka"	\$250,000.00
Trade of "Jumping Mouse" towards the purchase of "Rominka"	(\$100,000.00)
PAYABLE IN U.S. FUNDS	
Sub Total	\$150,000.00
GST:	\$0.00
TOTAL	\$150,000.00

GST: # 891364259

**A68**

Iron Horse Farm Inc.  
US Cash Book

Cash  
RBC

Advance  
from  
National  
Industries

Training

Veterinary  
Care

Sale  
Board

Boarding

Transp.  
Expenses

Purchase  
Livestock

Lease

GST  
Receivable  
(payable) **A247**

Chq. #

403-321-3

Opening balance

	Deposit - Torrey	03-Aug-06	-	400,000.00								(400,000.00)	
6	Torrey Pines	25-Sep-06	-	(100,000.00)								100,000.00	
7	Torrey Pines	06-Oct-06	-	(6,000.00)									6,000.00
	Wire to Torrey Pines	22-Feb-07	-	(150,000.00)								150,000.00	
2	Torrey Pines	17-Oct-07	-	(265,000.00)								250,000.00	15,000.00

1250 ERIC CLAVARE - NY NY OFFICE  
 TOLD HIM ABOUT REHINKA SAID HE  
 THOUGHT HORSE WAS INJURED  
 TOLD HIM NB IS PERFECTLY SOUND  
 WOULD JUMP SAID WE WERE MAKING A  
 MISTAKE WITH PEOPLE WE HATE NB  
 THAT WOULD BE NB FOR BIG HORSES -  
 I SAID WENT TO WINDMILL - SANDHURST  
 TOLD HIM IT FOR CORNER OF HIS - NY  
 REHINKA BARE SUPPLEMENTAL  
 Said to contact him if on SAT

THURSDAY JUNE 19, 2008

JOE SAKEL - JOHN BEAR

0833

19 1/2 LON - CORNERSTONE - TRU 416 7229524

NAME & ADDRESS OF DEVELOPER  
 ORIGIN OF SADDLE  
 CUES

579 681 4002 X 230 LEBBY

IRON HORSE FARMS GET. SPOULTON

1421 905 - 8576981 - 6226 -

GEORGE LEDDON - N.M.  
 3586045

35073 PICKUP.

73 533 LEO

1553 LEMMON 416 5603545 - RE IRON HORSE FARMS

INC.

APR 07

Court File No. CV-10-409601

ONTARIO  
SUPERIOR COURT OF JUSTICE

B E T W E E N:

IRON HORSE FARM INC.

Plaintiff

- and -

TORREY PINES STABLE INC. and ERIC LAMAZE

Defendants

-----  
This is the Examination for Discovery of  
ERIC LAMAZE, personally and on behalf of TORREY PINES  
STABLE INC., the Defendants herein, taken at the  
offices of Network Reporting & Mediation, 100 King  
Street West, Suite 3600, Toronto, Ontario, on the 5th  
day of April, 2019.  
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A P P E A R A N C E S:

JEROME MORSE  
DAVID TRAFFORD

Solicitors for the Plaintiff

TIMOTHY DANSON  
MARJAN DELAVAR

Solicitor for the Defendants

1 fix that situation.

2 211. Q. And that was one of the possible  
3 solutions given past experience?

4 A. It was a solution that I was willing,  
5 at that particular time, to try to make it right, see  
6 what he was looking for, and with talking with Ainsley  
7 and whatnot. I was trying to help.

8 212. Q. I accept that. Indeed. There's no  
9 point to go into a meeting if it isn't to --

10 A. Absolutely.

11 213. Q. -- deal with his dissatisfactions with  
12 Rominka. Correct?

13 A. Yeah. I mean I knew driving off to go  
14 and see him at his office but this time it was about  
15 the horse, yes.

16 214. Q. I'm just saying, if you weren't  
17 prepared to do anything to address his dissatisfaction  
18 with Rominka you wouldn't go to the meeting. Correct?

19 A. Correct.

20 215. Q. I just want to be clear because I  
21 didn't get an answer to this question. Given what had  
22 transpired in the past between your stable and Iron  
23 Horse, between you and Mr. Aziz, it could be that  
24 there would be an agreement reached where Rominka  
25 would be returned to your stable and Mr. Aziz would be



ERIC LAMAZE - 73

1           A.    To be honest, my only recollection of  
2           the meeting that took place there, in my opinion of  
3           what I remember today did not involve discussion of  
4           trainers. It was regarding the horse.

5   288.           Q.    The next note is you said you would  
6           take Rominka back and that he should ship tomorrow and  
7           that you should come and visit him at Torrey Pines on  
8           the Saturday.

9           A.    Yes.

10   289.           Q.    He said he went to Torrey Pines on the  
11           Saturday and you were not there.

12           A.    I never saw him and I'm not sure  
13           anybody did in my stable either.

14   290.           Q.    Do you have any record that whatever  
15           day of the week June 18th or 19th is -- maybe we'd  
16           know that. I guess we do.

17           A.    Unfortunately, I don't have a push  
18           button on the date.

19   291.           Q.    The Saturday would be June 21st. Do  
20           you have a way of determining your whereabouts on  
21           Saturday, June 21st, 2008?

22           A.    No.

23   292.           Q.    I suggest to you the reason why you  
24           agreed you would take Rominka back is because you were  
25           prepared to provide Mr. Aziz with a horse of

1           equivalent value or a trade equal to the value of  
2           Rominka.

3                   A.    You're asking me that?

4    293.           Q.    Yes.

5                   A.    Yes, I was prepared to help him and see  
6           what we could do together and try to find a solution  
7           and what perhaps Karina needed at that time  
8           horse-wise. It's only after I saw the horse that I  
9           tried to contact Greg. But as prior to the meeting at  
10          his office, I had not seen him once.

11   294.           Q.    Did you ever advise Greg Aziz after you  
12          took Rominka back that you would not provide a horse  
13          of equal value or a credit equal to the --

14                   A.    Not at all.

15   295.           Q.    -- cost of the horse?

16                   A.    That was never spoken. Never...

17                   MR. DANSON: He'd never called you back.

18                   THE DEPONENT: He never called me back.

19                   BY MR. MORSE:

20   296.           Q.    Would you call Mr. Aziz then at the  
21          National Steel Car?

22                   A.    Whatever number I had for him at the  
23          time.

24   297.           Q.    What number did you have for him?

25                   A.    I don't recall.

A253

OF LADING  
FREIGHT BILL

# PERRY TRANSPORT LTD.

ONT. P.C.V. LIC. NO. 007471 Affiliated Connecting Carrier with  
**BUFFALO HORSE TRANSPORT, INC., I.C.C. M.C. 115235**

Serving Canada and the United States

P.O. BOX 880, NOBLETON, ONTARIO L0G 1N0 (905) 859-0333

TRIP NO.

BILL OF LADING NO.

24960

DATE: \_\_\_\_\_  
RAC. NO.: \_\_\_\_\_ TLR. NO.: \_\_\_\_\_  
DRIVERS: \_\_\_\_\_

DATE 06/20/08

RECEIVED AT  
Subject to the Classifications, Tariffs, Rules and Regulations in effect on the date of the Bill of Lading

FROM (SHIPPER NAME/ADDRESS) Eric Stuart 647-502-0432  
ORIGIN (IF OTHER THAN ABOVE) Iron Horse Farm, Terra Cotta, ON

The carrier agrees to transport to destination indicated the property described below if within the scope of Carrier's lawful operation. The property described below is in apparent good condition (except as otherwise noted). It is mutually agreed as to the Carrier and as to each party at any time interested in any or all the property, that every service to be performed hereunder shall be subject to all conditions not prohibited by law whether printed or written, herein contained, which are hereby agreed to by the Shipper or by the Shipper's agent signing on shipper's behalf and accepted for himself and assignees. The Carrier's Basic Rates per animal apply only when the shipment is released to a value not exceeding \$2000 per animal. When a value in excess of \$2000 is declared on any animal, there will be added to the basic rate a charge of \$1.55 for each \$100 or fraction thereof of such excess valuation for each 100 miles or fraction thereof of distance between points of origin and destination (subject to a minimum excess charge of \$100 per animal) THE AGREED OR DECLARED VALUE OF THE PROPERTY IS HEREBY SPECIFICALLY STATED BY THE SHIPPER OR SHIPPER'S AGENT TO BE NOT EXCEEDING \$2000 PER ANIMAL UNLESS SPECIFIED OTHERWISE HEREIN.

CONSIGNEE TO (NAME/ADDRESS) \_\_\_\_\_  
ULTIMATE CONSIGNEE (IF OTHER THAN ABOVE) Donnelly Farm, Schomberg, ONT. VIA \_\_\_\_\_

Shipper is encouraged to obtain its own insurance for any amount greater than the \$2000 declared value, it being acknowledged and understood by all parties hereto animals transported may have an actual value in excess of the declared value.

Bill To: Name and Address	Name, Number and Kind of Animals, Paraphernalia, Pets, Mascots, etc. ( ) HORSES:	Declared Transport Value	Declared Export Value	Stall Size Requested			Stall Size Received			Charge Per: stall <input type="checkbox"/> horse <input type="checkbox"/>	Total Base Charge	CURRENCY
				S	D	B	S	D	B			
<u>(Romanica)</u>	<u>Romanica</u>	\$2000										
TACK (Note quantities):		\$2000	4082								148	00
TRUNKS SHANK		\$2000										
SADDLES BLANKETS		\$2000										
PAIRS TUBS		\$2000										
BAGS BOXES		\$2000										
FEED		\$2000										
OTHER		\$2000										
AMOUNT	DR.	CR.	\$2000									
	10010	84000	\$2000									
	10010	84110	\$2000									
	10010	84100	\$2000									
			\$2000									

Received in apparent good order  
By: [Signature]  
Date: 06/19/08  
Exceptions: \_\_\_\_\_

PAYMENT P.P.D.  C.O.D.   
Rec'd By: \_\_\_\_\_  
Pmt. Type: \_\_\_\_\_  
Date: \_\_\_\_\_  
Amount: \_\_\_\_\_

BASE CHARGES	
BROKERAGE	
FEED/LAYOVER	
VET/HEALTH PAPERS	
LOCAL VANNING	
G.S.T./EXCH @ %	
TOTAL CHARGES	

Consignee also acknowledges receipt of the following documents:  
Initial here:  HEALTH CERT.  SEALED ENVELOPE  REGISTRATION  
 COGGINS TEST  OTHER ( )

### CONTRACT TERMS AND CONDITIONS

SECTION 1: The Shipper agrees that the Carrier shall not be responsible for the conduct or acts of the animals to themselves or to each other, such as biting, kicking, goring or smothering, nor for loss of damage arising from the condition of the animals themselves, or which results from their nature or propensities, which risks are assumed by the Shipper. The Shipper hereby releases and discharges the Carrier from all liability or delay, injuries to or loss of said animals and paraphernalia from any cause whatsoever, unless such delay, injuries, or loss shall be caused by the Carrier or by the negligence of its agent or employees, and in such event the Carrier shall be liable only to the extent of actual damage sustained and in no event to an amount for an animal in excess of the value declared herein.

SECTION 2: The Carrier's charges do not include the loading, unloading, handling, feeding, watering and other care of animals. Shipments of livestock must be accompanied by one or more attendants acting as the employees or agents of the Shipper and it shall be the duty and responsibility of such attendants to care for, load and unload the animals. The Carrier shall be responsible only for the actual transportation thereof.

SECTION 3: Attendants will be transported free, together with their beds, bedding and baggage, but in consideration of such free transportation the Carrier shall not be responsible, other than as a private carrier, for any personal injury or death to said attendants or loss of or damage to their belongings. Attendants must ride in the body of the vehicle where they may readily care for the shipment at all times.

SECTION 4: The Shipper agrees to indemnify and save harmless the Carrier from all claims, liabilities and demands of every kind by reason of personal injuries or death sustained by such attendant, whether the same be caused by negligence or otherwise; this being in consideration of the free transportation of said attendants acting as the agents or employees, of the Shipper.

SECTION 5: The above Terms and Conditions shall be binding upon the Carrier, the Shipper and the Consignee, and shall apply to any reconsignment or return of the shipment.  
PERRY TRANSPORT LTD. and/or BUFFALO HORSE TRANSPORT INC.

(PLEASE SEE REVERSE FOR ADDITIONAL TERMS AND CONDITIONS)

Per: [Signature] (Agent or Driver) Shipper: Iron Horse Farm  
Per: [Signature]

### ATTENDANT'S CONTRACT / RELEASE OF ALL CLAIMS

In consideration of the free transportation of the undersigned upon the same vehicle wherein animals referred to in the foregoing Bill of Lading are transported, which said animals are to be under the full care and charge of the undersigned, said free transportation being at the request of the undersigned, it is hereby agreed by each signatory hereto that said Carrier is and shall be liable only as a private carrier for any personal injury, death, or loss or damage to the belongings of said signatories. Each of the undersigned hereby agrees to indemnify and save harmless the Carrier from any and all claims, liabilities and demands of any and every nature arising out of any personal injury or death, or loss or damage to the belongings of said signatories. Each of the undersigned hereby agrees to indemnify and save harmless the Carrier from any and all claims, liabilities and demands of any and every nature arising out of any personal injury or death, or loss or damage of any and every kind of nature sustained while in, upon or about the vehicle of the Carrier or incurred while acting as attendant for the aforementioned animals.

\_\_\_\_\_  
(Attendant) (Shipper or Agent of Shipper)  
\_\_\_\_\_  
(Attendant) (Attendant)

WHITE • ACCOUNTS RECEIVABLE CANARY • SHIPPER PINK • TRIP REPORT GOLDENROD • CONSIGNEE

SIGNED IN QUADRUPPLICATE

A75  
2833

June 19, 2008

**Iron Horse Farm Inc.**

P.O. Box 950

LCD 1

Hamilton, Ontario

L8N 3P9

Phone: (905) 544-3311

Ms. Colomba Wollaston (Ext. 3007)

Torrey Pines Stables  
15045 8<sup>th</sup> Concession RR #1  
Schomberg, Ontario  
L0G 1T0

Fax – (905) 859-2525

Return of Rominka as per Eric Lamaze on June 19, 2008	US \$250,000.00
Torrey Pines Invoice #1225 dated February 19, 2007	
To be replaced with a new horse, as per Eric Lamaze	
<b>Total</b>	<b>US \$ 250,000.00</b>

(59) Class: Junior Hunter 3'6" U/S   Division: Junior Working Hunter -- 1.10m (3'6")	International Rider, no point accrual	2	0
(56) Class: Junior Hunter 3'6"   Division: Junior Working Hunter -- 1.10m (3'6")	Hayley Stradling International Rider, no point accrual	3	0
(462) Class: \$1,500 Canadian Hunter Derby 3' & 3'6"   Division: Miscellaneous (Non-Point Class) Fences -- Over 1.00m (Over 3'3")	Hayley Stradling International Rider, no point accrual	3	0
(504) Class: CET Medal 3'6" - 3'9"   Division: CET Medal	Hayley Stradling International Rider, no point accrual	4	0
(620) Class: Low Hunter - Resp. Hts   Division: Miscellaneous (Non-Point Class) Fences -- Over 1.00m (Over 3'3")	Hayley Stradling	Completed Not Placed	0

 2012 BRITISH COLUMBIA OPEN CSI2\*W

(607) Class: Low Hunter - 3'3" & 3'6"   Division: Miscellaneous(Non-PointClass)Fences--Over	Hayley Stradling	1	0
(504) Class: CET Medal 3'6" - 3'9"   Division: CETMedal	Hayley Stradling	1	0
(514) Class: Jump Canada Hunter Medal 3'6"   Division: JCMedal	Hayley Stradling	2	0
(462) Class: \$2,500 Canadian Hunter Derby 3' & 3'6"   Division: Miscellaneous(Non-PointClass)Fence--Over	Hayley Stradling	5	0

 2012 CANADIAN PREMIER

(504) Class: CET Medal 3'6" - 3'9"   Division: CETMedal	Hayley Stradling	1	0
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(514) Class: Jump Canada Hunter Medal 3'6"   Division: JCMedal	Haley Stradling	1	0
(50) Class: Junior Hunter 3'6"   Division: JuniorWorkingHunter--110m(3'6)	Haley Stradling	2	0
(55) Class: Junior Hunter 3'6"   Division: JuniorWorkingHunter--110m(3'6)	Haley Stradling	2	0
(56) Class: Junior Hunter 3'6"   Division: JuniorWorkingHunter--110m(3'6)	Haley Stradling	5	0
(57) Class: Junior Hunter 3'6"   Division: JuniorWorkingHunter--110m(3'6)	Haley Stradling	8	0
(357) Class: Modified Jr/Am Jumper 1.15M   Division: Miscellaneous(Non-Point Class)Fences--Over	Haley Stradling	6	0
(59) Class: Junior Hunter u/s   Division: JuniorWorkingHunter--110m(3'6)	Haley Stradling	7	0

 2011 BC OPEN CSI2\*-W

(454) Class: \$5,000 Jump Canada Hunter Classic 3'6"   Division: Miscellaneous (Non-Point Class)	Haley Stradling		0
(349) Class: Training II Jumper 1.15 Sand   Division: Miscellaneous (Non-Point Class)	Haley Stradling	1	0


🏇 2011 BC OPEN CSI2\*-W

(510) Class: WIHS Jumper Phase 3'6"   Division: Non-Point Equitation Class	Halcy Stradling	?	0
(514) Class: Jump Canada Hunter Medal 3'6"   Division: JC Medal	Halcy Stradling	1	0
(501) Class: ASPCA Mackay Medal   Division: Non-Point Equitation Class	Halcy Stradling	2	0
(504) Class: CET Medal 3'6" to 3'9"   Division: CET Medal	Halcy Stradling	3	0
(200) Class: Low Hunter - Respective Heights   Division: Miscellaneous (Non-Point Class) Fences -- Over 1.00m (Over 3'3")	Halcy Stradling	3	0

🏇 2010 BCHIA FALL FINALE

(23) Class: \$250 IR/AO HUNTER STAKE   Division: Miscellaneous (Non-Point Class)	Halcy Stradling	2	0
(114C) Class: CET MINI MEDAL JUMPING PHASE   Division: CET Mini Medal	Halcy Stradling	3	0
(114B) Class: CET MINI MEDAL GYMNASTIC PHASE   Division: CET Mini Medal	Halcy Stradling	3	0
(114) Class: CET MINI MEDAL OVER ALL   Division: CET Mini Medal	Halcy Stradling	4	0
(124) Class: IR/AO HUNTER U/S   Division: Miscellaneous (Non-	Halcy		

Point Class)	Stradling	5	0
(22) Class: \$150 JR/AO HANDY HUNTER   Division: Miscellaneous (Non-Point Class)	Haley Stradling	6	0
(105) Class: JUMP CANADA MEDAL   Division: IC Medal	Haley Stradling	7	0
(21) Class: \$100 JR/AO HUNTER   Division: Miscellaneous (Non-Point Class)	Haley Stradling	7	0
(114A) Class: CET MINI MEDAL FLAT PHASE   Division: CET Mini Medal	Haley Stradling	Completed Not Placed	0
(115) Class: JR/AMA EQ O/F 110M   Division: Miscellaneous (Non-Point Class)	Haley Stradling	Completed Not Placed	0

 2010 FORT SUMMER FINALE

(73) Class: Large Jr Hunter (15 & Under)   Division: Miscellaneous (Non-Point Class) Fences -- .85m (2'9")	Haley Stradling	1	0
(72) Class: Large Jr Hunter (15 & Under)   Division: Miscellaneous (Non-Point Class) Fences -- .85m (2'9")	Haley Stradling	1	0
(75) Class: Large Jr Hunter (15 & Under)   Division: Miscellaneous (Non-Point Class) Fences -- .85m (2'9")	Haley Stradling	1	0
(76) Class: Large Junior Hunter 15 & Under U/S   Division: Miscellaneous (Non-Point Class) Fences -- .85m (2'9")	Haley Stradling	2	0
(352) Class: CET Mini Medal   Division: CET Mini Medal	Haley Stradling	2	0
(351) Class: Jump Canada (JC) Hunter Seat Medal   Division: IC Medal	Haley Stradling	3	0
(74) Class: Large Jr Hunter (15 & Under)   Division: Miscellaneous (Non-Point Class) Fences -- .85m (2'9")	Haley Stradling	3	0




(40) Class: Thunderbird Hunter 3'6"   Division: Miscellaneous (Non-Point Class) Fences -- .85m (2'9")	Haley Stradling	6	0
(700) Class: \$5000 Jump Canada National Hunter Classic 3'6"   Division: Miscellaneous (Non-Point Class) Fences -- .85m (2'9")	Haley Stradling	Completed Not Placed	0

### 2010 SUMMER FESTIVAL

(75) Class: Large Jr Hunter (15 & Under)   Division: Miscellaneous (Non-Point Class) Fences -- .85m (2'9")	Haley Stradling	1	0
(73) Class: Large Jr Hunter (15 & Under)   Division: Miscellaneous (Non-Point Class) Fences -- .85m (2'9")	Haley Stradling	1	0
(72) Class: Large Jr Hunter (15 & Under)   Division: Miscellaneous (Non-Point Class) Fences -- .85m (2'9")	Haley Stradling	1	0
(76) Class: Large Junior Hunter 15 & Under W/S   Division: Miscellaneous (Non-Point Class) Fences -- .85m (2'9")	Haley Stradling	2	0
(352) Class: CET Mini Medal   Division: CET Mini Medal	Haley Stradling	2	0
(351) Class: Jump Canada (JC) Hunter Seat Medal   Division: JC Medal	Haley Stradling	3	0
(74) Class: Large Jr Hunter (15 & Under)   Division: Miscellaneous (Non-Point Class) Fences -- .85m (2'9")	Haley Stradling	3	0
(40) Class: Thunderbird Hunter 3'6"   Division: Miscellaneous (Non-Point Class) Fences -- .85m (2'9")	Haley Stradling	6	0
(700) Class: \$5000 Jump Canada National Hunter Classic 3'6"   Division: Miscellaneous (Non-Point Class) Fences -- .85m (2'9")	Haley Stradling	Completed Not Placed	0

### 2010 SUMMER CLASSIC

(72) Class: Large Jr Hunter (15 & Under)   Division: Miscellaneous (Non-Point Class)	Hayley Stradling	1	0
(73) Class: Large Jr Hunter (15 & Under)   Division: Miscellaneous (Non-Point Class)	Hayley Stradling	1	0
(74) Class: Large Jr Hunter (15 & Under)   Division: Miscellaneous (Non-Point Class)	Hayley Stradling	3	0
(75) Class: Large Jr Hunter (15 & Under)   Division: Miscellaneous (Non-Point Class)	Hayley Stradling	3	0
(351) Class: Jump Canada (JC) Hunter Seat Medal   Division: Miscellaneous (Non-Point Class)	Hayley Stradling	4	0
(76) Class: Large Junior Hunter 15 & Under LWS   Division: Miscellaneous (Non-Point Class)	Hayley Stradling	4	0
(41) Class: Thunderbird Hunter 3'6"   Division: Miscellaneous (Non-Point Class)	Hayley Stradling	5	0
(352) Class: CET Mini Medal   Division: Miscellaneous (Non-Point Class)	Hayley Stradling	7	0
(601) Class: Pre Derby Hunter Warm Up   Division: Miscellaneous (Non-Point Class)	Hayley Stradling	34	0
(600) Class: \$10000 USHA Chronicle of the Horse Hunter Derby   Division: Miscellaneous (Non-Point Class)	Hayley Stradling	Completed Not Placed	0
(293) Class: Park warm up rounds   Division: Miscellaneous (Non-Point Class)	Hayley Stradling	Completed Not Placed	0
(40) Class: Thunderbird Hunter 3'6"   Division: Miscellaneous (Non-Point Class)	Hayley Stradling	Completed Not Placed	0
(294) Class: Park warm up rounds   Division: Miscellaneous (Non-Point Class)	Hayley Stradling	Completed Not Placed	0
(250) Class: Pony Jumper \$155 Stake   Division: Miscellaneous (Non-Point Class)	Hayley Stradling	Scratched	0

 2010 MILNER DOWNS SUMMER CLASSIC III

(422) Class: CET MINI MEDAL   Division: CET Mini Medal	Haley Stradling	1	0
(420) Class: JUMP CANADA MEDAL   Division: IC Medal	Haley Stradling	2	0
(24) Class: JUNIOR HUNTER   Division: Miscellaneous (Non-Point Class)	Haley Stradling	2	0
(70) Class: MODIFIED HUNTER 3'3"   Division: Miscellaneous (Non-Point Class)	Haley Stradling	3	0
(25) Class: JUNIOR HUNTER STK   Division: Miscellaneous (Non-Point Class)	Haley Stradling	3	0
(523) Class: LOW HUNTER 3'6"   Division: Miscellaneous (Non-Point Class)	Haley Stradling	3	0
(205) Class: \$5000 WISE EQUINE HUNTER DERBY   Division: Miscellaneous (Non-Point Class)	Haley Stradling	5	0
(26) Class: JUNIOR HUNTER U/S   Division: Miscellaneous (Non-Point Class)	Haley Stradling	7	0
(23) Class: JUNIOR HUNTER   Division: Miscellaneous (Non-Point Class)	Haley Stradling	Completed Not Placed	0

 2010 MILNER DOWNS SUMMER CLASSIC II

(89) Class: MODIFIED IR/AMA HUNTER 3'3"   Division: Miscellaneous (Non-Point Class)	Haley Stradling	2	0
(205) Class: \$7000 HUNTER DERBY   Division: Miscellaneous (Non-Point Class)	Haley Stradling	5	0

 2010 WESTERN FAMILY

(562) Class: Showpark Hunter 3'6"   Division: Miscellaneous (Non-Point Class)	Hailey Stradling	1	0
(560) Class: Showpark Hunter 3'6"   Division: Miscellaneous (Non-Point Class)	Hailey Stradling	1	0
(561) Class: Showpark Hunter 3'6"   Division: Miscellaneous (Non-Point Class)	Hailey Stradling	1	0
(41) Class: Thunderbird Hunter 3'6"   Division: Miscellaneous (Non-Point Class)	Hailey Stradling	1	0
(351) Class: Jump Canada (JC) Hunter Seat Medal   Division: JC Medal	Hailey Stradling	1	0
(352) Class: CET Mini Medal   Division: CET Mini Medal	Hailey Stradling	1	0
(42) Class: Thunderbird Hunter 3'6" U/S   Division: Miscellaneous (Non-Point Class)	Hailey Stradling	2	0
(1) Class: Low Hunter 3'3"   Division: Miscellaneous (Non-Point Class)	Hailey Stradling	2	0
(40) Class: Thunderbird Hunter 3'6"   Division: Miscellaneous (Non-Point Class)	Hailey Stradling	2	0
(503) Class: \$500 Hunter Derby 3'0" - 3'3"   Division: Miscellaneous (Non-Point Class)	Hailey Stradling	6	0
(563) Class: Showpark Hunter 3'6" U/S   Division: Miscellaneous (Non-Point Class)	Hailey Stradling	Scratched	0
(62) Class: Small Jr Hunter (15 & Under)   Division: Miscellaneous (Non-Point Class)	Hailey Stradling	Scratched	0
(62c) Class: Small/Lg Junior Hunter (Combined 62,67,72,77)	Hailey	Scratched	0

Division: Miscellaneous (Non-Point Class)	Stradling	Scratched	0
(63) Class: Small Jr Hunter (15 & Under)   Division: Miscellaneous (Non-Point Class)	Hayley Stradling	Scratched	0
(63c) Class: Small/Large Junior Hunter (Combined 63,68,73,78)   Division: Miscellaneous (Non-Point Class)	Hayley Stradling	Scratched	0
(64) Class: Small Jr Hunter (15 & Under)   Division: Miscellaneous (Non-Point Class)	Hayley Stradling	Scratched	0
(64c) Class: Small/Large Junior Hunter (Combined 64,69,74,79)   Division: Miscellaneous (Non-Point Class)	Hayley Stradling	Scratched	0
(65) Class: Small Jr Hunter (15 & Under)   Division: Miscellaneous (Non-Point Class)	Hayley Stradling	Scratched	0
(65c) Class: Small/Large Junior Hunter (Combined 65,70,75,80)   Division: Miscellaneous (Non-Point Class)	Hayley Stradling	Scratched	0
(66) Class: Small Junior Hunter 15 & Under U/S   Division: Miscellaneous (Non-Point Class)	Hayley Stradling	Scratched	0
(66c) Class: Small/Large Junior Hunter U/S (Combined 66,71,76,81)   Division: Miscellaneous (Non-Point Class)	Hayley Stradling	Scratched	0
(5) Class: Low Hunter 3'3"   Division: Miscellaneous (Non-Point Class)	Hayley Stradling	Scratched	0

### 2010 WEST COAST CLASSIC

(63cc) Class: Jr Hunter (Combined 63,68) (Combined 63c,73c)   Division: Miscellaneous (Non-Point Class) Fences -- .85m (2'9")	Hayley Stradling	2	0
(62cc) Class: Small Jr Hunter (Combined 62,67) (Combined 62c,72c)   Division: Miscellaneous (Non-Point Class) Fences -- .85m (2'9")	Hayley Stradling	3	0
(40) Class: Thunderbird Hunter 3'6"   Division: Miscellaneous (Non-Point Class) Fences -- .85m (2'9")	Hayley Stradling	3	0

(41) Class: Thunderbird Hunter 3'5&quot;   Division: Miscellaneous (Non-Point Class) Fences -- .85m (2'9")	Haley Stradling	4	0
(1) Class: Low Hunter 3'3&quot;   Division: Miscellaneous (Non-Point Class) Fences -- .85m (2'9")	Haley Stradling	5	0
(352) Class: CET Mini Medal   Division: CET Mini Medal	Haley Stradling	5	0
(5) Class: Low Hunter 3'3&quot;   Division: Miscellaneous (Non-Point Class) Fences -- .85m (2'9")	Haley Stradling	5	0
(503) Class: \$500 Thunderbird Tack 3'3&quot;-3'6&quot; Hunter Derby   Division: Miscellaneous (Non-Point Class) Fences -- .85m (2'9")	Haley Stradling	6	0
(64cc) Class: Jr Hunter (Combined 64,69) (Combined 64c,74c)   Division: Miscellaneous (Non-Point Class) Fences -- .85m (2'9")	Haley Stradling	7	0
(66cc) Class: Jr Hunter U/S (Combined 66,71) (Combined 66c,76c)   Division: Miscellaneous (Non-Point Class) Fences -- .85m (2'9")	Haley Stradling	8	0
(56) Class: \$155 Modified Jr/Ama Working Hunter 3'3&quot;   Division: Miscellaneous (Non-Point Class) Fences -- .85m (2'9")	Haley Stradling	Completed Not Placed	0
(65cc) Class: Jr Hunter (Combined 65,70) (Combined 65c,75c)   Division: Miscellaneous (Non-Point Class) Fences -- .85m (2'9")	Haley Stradling	Completed Not Placed	0
(42) Class: Thunderbird Hunter 3'6&quot; U/S   Division: Miscellaneous (Non-Point Class) Fences -- .85m (2'9")	Haley Stradling	Scratched	0
(59) Class: \$155 Modified Jr/Ama Working Hunter 3'3&quot;   Division: Miscellaneous (Non-Point Class) Fences -- .85m (2'9")	Haley Stradling	Scratched	0

 2010 BC OPEN

(339) Class: Thunderbird Good Hands & Seat 0.90 M   Division: Miscellaneous (Non-Point Class)	Haley Stradling	1	0
(259) Class: Open Jumper 1.0m   Division: Miscellaneous (Non-Point Class)	Haley Stradling	2	0
(262) Class: Open Jumper 1.0m   Division: Miscellaneous (Non-Point Class)	Haley Stradling	7	0
(266) Class: Footings Unlimited Jr/Am. Jumper 1.0m   Division: Miscellaneous (Non-Point Class)	Haley Stradling	Completed Not Placed	0
(269) Class: Footings Unlimited Jr/Am. Jumper 1.0m   Division: Miscellaneous (Non-Point Class)	Haley Stradling	Completed Not Placed	0
(352) Class: CET Mini Medal   Division: CET Mini Medal	Haley Stradling	Scratched	0

 2010 BC OPEN

(340) Class: Thunderbird Good Hands & Seat 1.10 M   Division: Miscellaneous (Non-Point Class)	Haley Stradling	Scratched	0
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 2010 CANADIAN PREMIER

(259) Class: Open Jumper 1.0m   Division: Miscellaneous (Non-Point Class) Fences -- .85m (2'9")	Haley Stradling	2	0
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(339) Class: Thunderbird Good Hands & Seat 0.90 M   Division: Miscellaneous (Non-Point Class) Fences -- .85m (2'9")	Haley Stradling	3	0
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(260) Class: Open Jumper 1.0m   Division: Miscellaneous (Non-Point Class) Fences -- .85m (2'9")	Haley Stradling	3	0
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(263) Class: Footings Unlimited Jr/Am. Jumper 1.0m   Division: Miscellaneous (Non-Point Class) Fences -- .85m (2'9")	Haley Stradling	4	0
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(352) Class: CET Mini Medal   Division: CET Mini Medal	Haley Stradling	6	0
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(264) Class: Footings Unlimited Jr/Am. Jumper 1.0m   Division: Miscellaneous (Non-Point Class) Fences -- .85m (2'9")	Haley Stradling	6	0
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(262) Class: Open Jumper 1.0m   Division: Miscellaneous (Non-Point Class) Fences -- .85m (2'9")	Haley Stradling	Completed Not Placed	0
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(266) Class: Footings Unlimited Jr/Am. Jumper 1.0m   Division: Miscellaneous (Non-Point Class) Fences -- .85m (2'9")	Haley Stradling	Completed Not Placed	0
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### 🏇 2009 BCHIA FALL CLASSIC

(205) Class: LOW HUNTER 3'0" THURSDAY   Division: Miscellaneous (Non-Point Class) Fences -- 1.00m (3'3")	Haley Stradling	1	0
(299) Class: CHILDRENS EQUITATION 14 & UNDER O/P   Division: Non-Point Equitation Class	Haley Stradling	1	0
(300) Class: CHILDRENS EQUITATION 14 & UNDER FLAT   Division: Non-Point Equitation Class	Haley Stradling	1	0
(42) Class: \$150 CHILDRENS 14 & UNDER STK   Division: Children's Hunter -- .90m (3'0")	Haley Stradling	2	0
(43) Class: CHILDRENS 14 & UNDER U/S   Division: Children's Hunter -- .90m (3'0")	Haley Stradling	2	0
(40) Class: CHILDRENS HUNTER 14 & UNDER   Division: Children's Hunter -- .90m (3'0")	Haley Stradling	2	0
(41) Class: \$100 CHILDRENS HANDY HUNTER 14 & UNDER   Division: Children's Hunter -- .90m (3'0")	Haley Stradling	2	0
(106) Class: BCHIA JUNIOR MEDAL   Division: Non-Point Medal Class	Haley Stradling	6	0
(111) Class: BCHIA JUNIOR MEDAL FINALS   Division: Non- Point Medal Class	Haley Stradling	7	0

### 🏇 2009 THUNDERBIRD SHOW PARK FT. SUMMER FINALE

(92cc) Class: Child/Adult Amateur Hunters (Combined 92,97) (Combined 92c,102c)   Division: Miscellaneous (Non-Point Class)	Haley Stradling	1	0
(343) Class: BCHIA Childrens Medal Class   Division: Miscellaneous (Non-Point Class)	Haley Stradling	1	0
(319cc) Class: Childrens/Adult Equitation Over Fences	...		

(Combined 319,322,328)   Division: Miscellaneous (Non-Point Class)	Haley Stradling	1	0
(318cc) Class: Childrens/Adult Equitation Over Fences (Combined 318,321,327)   Division: Miscellaneous (Non-Point Class)	Haley Stradling	1	0
(105c) Class: Childrens Hunters \$155 Stake (Combined 105,110)   Division: Miscellaneous (Non-Point Class)	Haley Stradling	1	0
(353c) Class: \$400 Show Park child/Adult Amateur Hunter Classic (Combined 353,354)   Division: Miscellaneous (Non-Point Class)	Haley Stradling	1	0
(320cc) Class: Childrens/Adults Equitation Flat (Combined 320,323,329)   Division: Miscellaneous (Non-Point Class)	Haley Stradling	2	0
(5c) Class: Low Hunters - Respective Heights (Combined 5,7)   Division: Miscellaneous (Non-Point Class)	Haley Stradling	3	0
(93cc) Class: Child/Adult Amateur Hunters (Combined 93,95) (Combined 93c,103c)   Division: Miscellaneous (Non-Point Class)	Haley Stradling	3	0
(102c) Class: Childrens Hunters Under Saddle (Combined 102,111)   Division: Miscellaneous (Non-Point Class)	Haley Stradling	3	0
(103c) Class: Childrens Hunters (Combined 103,108)   Division: Miscellaneous (Non-Point Class)	Haley Stradling	3	0
(94cc) Class: Child/Adult Amateur Hunters (Combined 94,99) (Combined 94c,104c)   Division: Miscellaneous (Non-Point Class)	Haley Stradling	4	0
(104c) Class: Childrens Hunters (Combined 104,109)   Division: Miscellaneous (Non-Point Class)	Haley Stradling	4	0

 2009 THUNDERBIRD SHOW PARK FT. SUMMER CLASSIC CSI™


(103) Class: Childrens Hunters 14 & Under   Division: Miscellaneous (Non-Point Class)	Haley Stradling	1	0
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(349) Class: THIS National Children's Medal Class   Division: Miscellaneous (Non-Point Class)	Haley Stradling	1	0
(319) Class: Childrens Equitation 14 & Under Over Fences   Division: Miscellaneous (Non-Point Class)	Haley Stradling	1	0
(320) Class: Childrens Equitation 14 & Under Flat   Division: Miscellaneous (Non-Point Class)	Haley Stradling	2	0
(104) Class: Childrens Hunters 14 & Under   Division: Miscellaneous (Non-Point Class)	Haley Stradling	3	0
(102) Class: Childrens Hunters 14 & Under   Division: Miscellaneous (Non-Point Class)	Haley Stradling	4	0
(318) Class: Childrens Equitation 14 & Under Over Fences   Division: Miscellaneous (Non-Point Class)	Haley Stradling	4	0
(105) Class: Childrens Hunters \$155 Stake 14 & Under   Division: Miscellaneous (Non-Point Class)	Haley Stradling	5	0
(344) Class: Cavalier Junior Medal Class   Division: Miscellaneous (Non-Point Class)	Haley Stradling	7	0
(106) Class: Childrens Hunters 14 & Under Under Saddle   Division: Miscellaneous (Non-Point Class)	Haley Stradling	8	0

 2009 MILNER DOWNS SUMMER CLASSIC II

(110) Class: \$400 CHILD/ADULT HUNTER CLASSIC   Division: Miscellaneous (Non-Point Class) Fences -- 1.00m (3'3")	Haley Stradling	1	0
(80) Class: CHILD 14 & UNDER EQ O/F   Division: Non-Point Equitation Class	Haley Stradling	1	0
(114) Class: \$5000 COBBLESTONE FARM 30" HUNTER DERBY   Division: Miscellaneous (Non-Point Class) Fences -- 1.00m (3'3")	Haley Stradling	2	0

(91) Class: CHILD 14 & UNDER EQ FLAT   Division: Non-Point Equitation Class	Haley Stradling	2	0
(115) Class: MILNER CHILDREN'S EQ O/F 3'0"   Division: Non-Point Equitation Class	Haley Stradling	2	0
(300) Class: LOW 3'0"   Division: Miscellaneous (Non-Point Class) Fences -- 1.00m (3'3")	Haley Stradling	3	0
(301) Class: LOW 3'0' GRASS   Division: Miscellaneous (Non-Point Class) Fences -- 1.00m (3'3")	Haley Stradling	4	0
(37) Class: CHILDREN'S HUNTER STAKE   Division: Children's Hunter -- .90m (3'0")	Haley Stradling	5	0
(35) Class: CHILDREN'S HUNTER   Division: Children's Hunter -- .90m (3'0")	Haley Stradling	6	0
(36) Class: CHILDREN'S HUNTER   Division: Children's Hunter -- .90m (3'0")	Haley Stradling	6	0
(2) Class: LOW HUNTER 3'   Division: Miscellaneous (Non-Point Class) Fences -- 1.00m (3'3")	Haley Stradling	6	0

 2009 THUNDERBIRD SHOW PARK WESTERN FAMILY


(319c) Class: Childrens Equitation Over Fences (Combined 319,322)   Division: Miscellaneous (Non-Point Class)	Haley Stradling	1	0
(106c) Class: Childrens Hunters Under Saddle (Combined 106,111)   Division: Miscellaneous (Non-Point Class)	Haley Stradling	1	0
(105c) Class: Childrens Hunters \$155 Stake (Combined 105,110)   Division: Miscellaneous (Non-Point Class)	Haley Stradling	1	0
(103c) Class: Childrens Hunters (Combined 103,108)   Division: Miscellaneous (Non-Point Class)	Haley Stradling	1	0
(104c) Class: Childrens Hunters (Combined 104,109)   Division: Miscellaneous (Non-Point Class)	Haley Stradling	2	0

(343) Class: BCHIA Childrens Medal Class   Division: Miscellaneous (Non-Point Class)	Haley Stradling	2	0
(102c) Class: Childrens Hunters (Combined 102,107)   Division: Miscellaneous (Non-Point Class)	Haley Stradling	3	0
(344) Class: Cavalier Junior Medal Class   Division: Miscellaneous (Non-Point Class)	Haley Stradling	3	0
(11) Class: Low Hunters 3'   Division: Miscellaneous (Non-Point Class)	Haley Stradling	4	0
(320c) Class: Childrens Equitation Flat (Combined 320,323)   Division: Miscellaneous (Non-Point Class)	Haley Stradling	5	0

 2009 THUNDERBIRD SHOW PARK WEST COAST CLASSIC

(343) Class: BCHIA Childrens Medal Class   Division: Miscellaneous (Non-Point Class)	Haley Stradling	1	0
(318c) Class: Childrens Equitation Over Fences (Combined 318,321)   Division: Miscellaneous (Non-Point Class)	Haley Stradling	1	0
(319c) Class: Childrens Equitation Over Fences (Combined 319,322)   Division: Miscellaneous (Non-Point Class)	Haley Stradling	1	0
(105c) Class: Childrens Hunters \$155 Stake (Combined 105,110)   Division: Miscellaneous (Non-Point Class)	Haley Stradling	2	0
(349) Class: THIS National Children's Medal Class   Division: Miscellaneous (Non-Point Class)	Haley Stradling	2	0
(102c) Class: Childrens Hunters (Combined 102,107)   Division: Miscellaneous (Non-Point Class)	Haley Stradling	2	0
(104c) Class: Childrens Hunters (Combined 104,109)   Division: Miscellaneous (Non-Point Class)	Haley Stradling	2	0
(103c) Class: Childrens Hunters (Combined 103,108)   Division: Miscellaneous (Non-Point Class)	Haley Stradling	3	0

(106c) Class: Childrens Hunters Under Saddle (Combined 106,111)   Division: Miscellaneous (Non-Point Class)	Haley Stradling	3	0
(11) Class: Low Hunters 3'   Division: Miscellaneous (Non-Point Class)	Haley Stradling	3	0
(344) Class: Cavalier Junior Medal Class   Division: Miscellaneous (Non-Point Class)	Haley Stradling	4	0
(320c) Class: Childrens Equitation Flat (Combined 320,323)   Division: Miscellaneous (Non-Point Class)	Haley Stradling	4	0

 2009 THUNDERBIRD SHOW PARK BC OPEN CSI\*\*

(318) Class: Childrens Equitation 14 & Under Over Fences   Division: Equitation A Flat	Haley Stradling	1	0
(354) Class: \$400 Show Park Childrens Hunter Classic   Division: Children's Hunter -- .90m (3'0")	Haley Stradling	1	0
(344) Class: Cavalier Junior Medal Class   Division: Non-Point Equitation Class	Haley Stradling	1	0
(103) Class: Childrens Hunters 14 & Under   Division: Children's Hunter -- .90m (3'0")	Haley Stradling	1	0
(343) Class: BCHIA Childrens Medal Class   Division: Non-Point Equitation Class	Haley Stradling	1	0
(102) Class: Childrens Hunters 14 & Under   Division: Children's Hunter -- .90m (3'0")	Haley Stradling	2	0
(104) Class: Childrens Hunters 14 & Under   Division: Children's Hunter -- .90m (3'0")	Haley Stradling	2	0
(106) Class: Childrens Hunters 14 & Under Under Saddle   Division: Children's Hunter -- .90m (3'0")	Haley Stradling	3	0
(320) Class: Childrens Equitation 14 & Under Flat   Division:	Haley		

Equitation A Flat	Stradling	3	0
(319) Class: Childrens Equitation 14 & Under Over Fences   Division: Equitation A Flat	Haley Stradling	3	0

### 2009 THUNDERBIRD SHOW PARK CANADIAN PREMIERE

(318) Class: Childrens Equitation 14 & Under Over Fences   Division: Miscellaneous (Non-Point Class)	Haley Stradling	1	0
(343) Class: BCHJA Childrens Medal Class   Division: Miscellaneous (Non-Point Class)	Haley Stadling	1	0
(319) Class: Childrens Equitation 14 & Under Over Fences   Division: Miscellaneous (Non-Point Class)	Haley Stradling	1	0
(105) Class: Childrens Hunters \$155 Stake 14 & Under   Division: Miscellaneous (Non-Point Class)	Haley Stradling	1	0
(103) Class: Childrens Hunters 14 & Under   Division: Miscellaneous (Non-Point Class)	Haley Stradling	1	0
(104) Class: Childrens Hunters 14 & Under   Division: Miscellaneous (Non-Point Class)	Haley Stradling	1	0
(102) Class: Childrens Hunters 14 & Under   Division: Miscellaneous (Non-Point Class)	Haley Stradling	1	0
(354) Class: \$400 Show Park Childrens Hunter Classic   Division: Miscellaneous (Non-Point Class)	Haley Stadling	1	0
(11) Class: Low Hunters 3'   Division: Miscellaneous (Non-Point Class)	Laura Jane Tidball	1	0
(344) Class: Cavalier Junior Medal Class   Division: Miscellaneous (Non-Point Class)	Haley Stadling	1	0
(320) Class: Childrens Equitation 14 & Under Flat   Division: Miscellaneous (Non-Point Class)	Haley Stradling	2	0

A274

**Torrey Pines Stables Inc.**

R.R. #1  
Schomberg, ON  
L0G 1T0

Invoice #: 00001361  
Date: 10/12/2007

Bill To:  
Iron Horse Inc.

Fax #: 905-544-8872  
Phone #:

Description	Amount
Sale: 'PEPPERCORN' a 1999 Bay Warmblood Mare	\$250,000.00
PAYABLE IN US FUNDS TO TORREY PINES STABLE	
Thank You	
GST: # 891364259	<p style="text-align: right;">Sub Total \$250,000.00</p> <p style="text-align: right;">GST: \$15,000.00</p> <p style="text-align: right;">TOTAL \$265,000.00</p>

A96



**Iron Horse Farm Inc.**  
P.O. Box 950, LCD 1, Hamilton, ON L8N 3P9

A275 0000

17-Oct-07

RE: **TORREY PINES STABLE, INC.**  
**PURCHASE OF "PEPPERCORN"**

\$ **265,000.00**

**Iron Horse Farm Inc.**  
P.O. Box 950, LCD 1, Hamilton, ON L8N 3P9

00000

RE: **TORREY PINES STABLE, INC.**  
**PURCHASE OF "PEPPERCORN"**

PAYABLE IN U.S. FUNDS THROUGH ROYAL BANK OF CANADA, NEW YORK BRANCH, ONE LIBERTY PLAZA, NEW YORK, NY 10006-1404 1-409/260

**Iron Horse Farm Inc., P.O. Box 950, LCD 1, Hamilton, ON L8N 3P9**

Royal Bank of Canada  
Main Branch  
200 Bay Street  
Toronto, ON M5J 2J5

DATE **17-Oct-2007**

D D M M Y Y Y Y

000002

PAY

----- **Two Hundred Sixty-Five Thousand**-----

**00** / DOLLARS \$ **265,000.00**  
U.S. Funds

**Iron Horse Farm Inc.**

TO THE  
ORDER  
OF

**TORREY PINES STABLE, INC.**  
**15045 8th Concession**  
**RR #1**  
**Schomberg, Ontario L0G 1T0**

PER

*C. Wollaston*

A97



Dr. Meghan Waller \* 7486 Gore Road, Puslinch, ON N0B 2J0 \* 905- 299-6747

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October 14, 2022

To whom it may concern,

I examined the mare, Peppercorn (aka Pepper) owned by Iron Horse Farm / The Aziz's on August 31, 2022 to assess for microchips as well as an examination of her front limbs for any scarring or marks.

Peppercorn has one microchip in the upper cervical region that scans with M4SID Reader – chip number 056 098199229754

Initial three digits '056' is the country code for Belgium. No other chip found with current reader, elected to radiograph to determine if another chip visible radiographically.

On radiographs there are two chips present within the neck - one more distinct chip present just above C2 (this appears to be the readable number above). A second, slightly indistinct microchip is present (likely older, not placed in correct position, may have gravitated through neck) just above C7/T1 mid-neck. Confirmed on multiple views to be a microchip. Not able to scan this number by current reader and subsequent attempts with two other universal readers failed to generate a number reading. This is not unexpected that an older chip cannot be read as the lifespan for microchips is up to 20 years, likely less for older chips. The radiographs illustrate two distinct microchips within the neck.

Examined both front pasterns. There is distinct linear scarring present on the right front palmar distal pastern both medially and laterally along the region of the palmar digital nerve bundles. Thickening through the medial aspect of the pastern along the medial PD nerve (possible previous neuroma?). Clipping and alcohol on the skin make the linear striations/scars more notable. Strongly suspicious for surgical neurectomy scars given location. No history or record of the mare receiving this surgery in Canada under the current owners.

Enclosed are photos of the radiographs as well as the marks on her front limbs.

Sincerely,

Meghan Waller, BSc DVM  
Escarpment Equine Veterinary Services

Peppercorn – Aug 31/22

A277



Peppercorn – Left front limb showing no marking or scarring



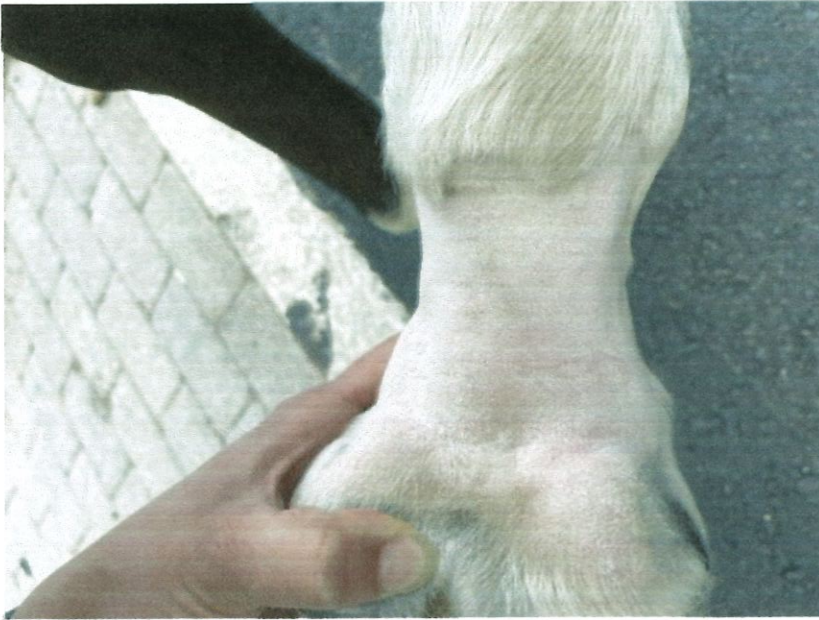
Peppercorn – Right front limb showing linear marks along the medial and lateral palmar digital nerves in the area where a surgical neurectomy would be performed



A99

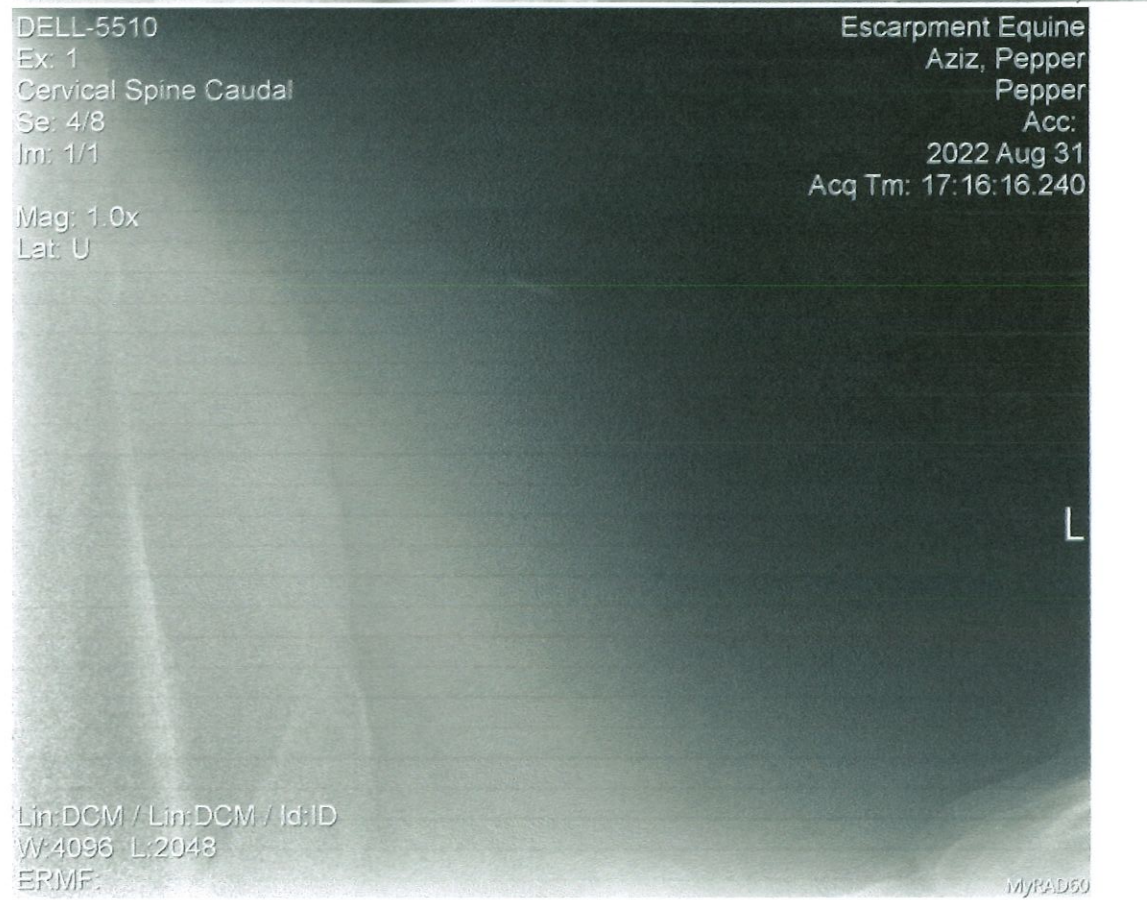
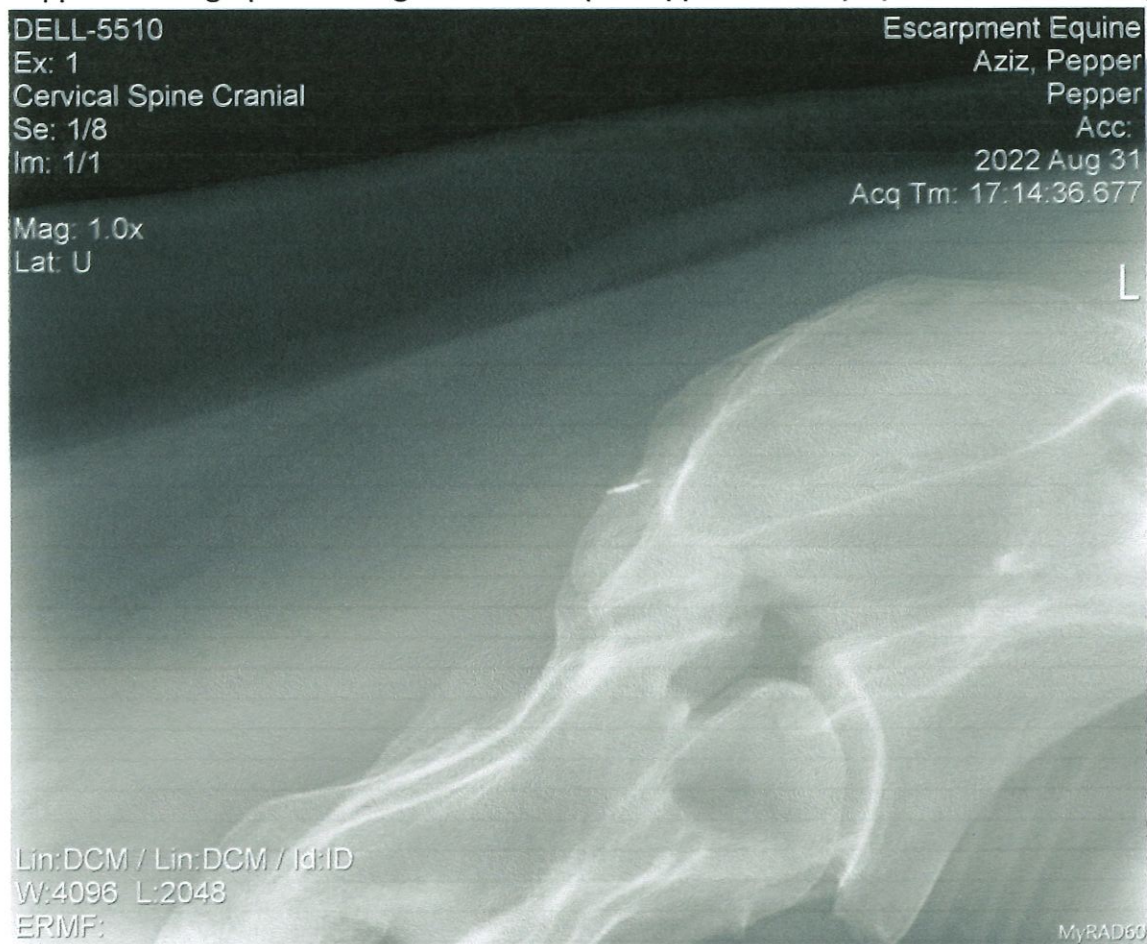
Peppercorn – Additional images showing marks on the right front

A278



A100

Pepper – Radiographs showing two microchips – Upper cervical (C2) and lower cervical (C7/T1) **A279**



IN THE CIRCUIT COURT OF THE 15TH  
JUDICIAL CIRCUIT IN AND FOR PALM  
BEACH COUNTY, FLORIDA

CASE NO.

LORNA M. GUTHRIE and  
JEFFREY BRANDMAIER,

Plaintiffs,

v.

ERIC LAMAZE,  
TORREY PINES STABLE FLORIDA CORP.,  
a Florida corporation,  
TORREY PINES STABLE INC.,  
an Ontario corporation, and  
LITTLE CREEK INVESTMENTS INC.,  
a Florida corporation,

Defendants.

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**VERIFIED COMPLAINT**

Plaintiffs, LORNA M. GUTHRIE (“Ms. Guthrie”) and JEFFREY BRANDMAIER (“Mr. Brandmaier”) (collectively, “Plaintiffs”), by and through its undersigned counsel, sue Defendants, ERIC LAMAZE (“Mr. Lamaze”), TORREY PINES STABLE FLORIDA CORP., a Florida corporation, (“TPS Florida”), TORREY PINES STABLE INC., an Ontario corporation (“TPS Ontario”), and LITTLE CREEK INVESTMENTS INC., a Florida corporation (“Little Creek”) (collectively, “Defendants”), and allege as follows:

**I. PARTIES AND JURISDICTION**

1. Plaintiff, Ms. Guthrie, is an individual with a residential address in Palm Beach County, Florida, and who is otherwise *sui juris*.
2. Plaintiff, Mr. Brandmaier, is an individual with a residential address in Palm Beach County, Florida, and who is otherwise *sui juris*.

3. Defendant, Mr. Lamaze, is an individual with a residential address in Palm Beach County, Florida, and who is otherwise *sui juris*. Mr. Lamaze also regularly travels around the world outside of the State of Florida.

4. Defendant, TPS Florida, is a Florida corporation, with its principal place of business in, and transacting business in Wellington, Palm Beach County.

5. Defendant, TPS Ontario, is an Ontario, Canada corporation. Upon information and belief, TPS Ontario has its principal place of business in Ontario, Canada, and transacts business in Wellington, Palm Beach County.

6. Defendant, Little Creek, is a Florida corporation. Upon information and belief, Little Creek has its principal place of business in, and transacts business in Wellington, Palm Beach County.

7. Jurisdiction and venue are proper in Palm Beach County, Florida. The causes of action complained of herein accrued, and property at issue in this litigation is located, in Palm Beach County. In addition, this Court has general and specific jurisdiction over the Defendants pursuant to Fla. Stat. § 48.193, by the Defendants, *inter alia*: (1) operating, conducting, engaging in, or carrying on a business or business venture in this state or having an office or agency in this state; and (2) engaging in substantial and not isolated activity within this state.

8. This is an action for damages in excess of \$30,000.00<sup>1</sup>, exclusive of interest, costs and attorney's fees and is within the jurisdiction of the Court.

9. All conditions precedent to the bringing of this action have occurred or have been performed.

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<sup>1</sup> Unless otherwise indicated, the "\$" sign indicates currency values in USD.

10. Plaintiffs have retained the undersigned attorneys to represent them in the prosecution of this action, and are obligated to pay such attorneys their reasonable fees and expenses.

## II. FACTUAL BACKGROUND

11. Mr. Lamaze is a famous horse show jumper (now retired) and horse trainer. Until his retirement in March 2022, Mr. Lamaze regularly competed with horses owned, or co-owned, by Mr. Lamaze, together with other co-owners of the horses (such as Plaintiffs).

12. Mr. Lamaze owns, *inter alia*, TPS Florida, TPS Ontario, and Little Creek.

13. Mr. Lamaze also has business relationships with other individuals and entities in the horse jumping arena. For example, Mr. Lamaze has a business relationship with Mr. Mark Rein, Mrs. Tara Down-Rein, and Rein Family LLC, a limited liability company registered in North Carolina (collectively, the “Rein Family”). As set forth below, Mr. Lamaze sold a horse to the Rein Family, which was 50% owned by Plaintiffs, failed to disclose the sale to the Plaintiffs, and wrongfully retained Plaintiffs’ profit from the sale (comprising a currently-outstanding balance due to Plaintiffs of over \$1.3 million).

14. Plaintiffs have a longstanding history with Mr. Lamaze, initially through Ms. Guthrie’s mother (who financially supported Mr. Lamaze’s early career).

### A. Overview of the Scheme

15. This action is premised upon a scheme (the “Scheme”) planned and executed by Mr. Lamaze and his companies TPS Florida, TPS Ontario, and Little Creek, to: (1) induce Plaintiffs to transfer large sums of money to Defendants, purportedly for the purchase of horses for investment purposes, (2) deceive Plaintiffs regarding the purchase of the investment horses; (3) betray Plaintiffs regarding the sale of the investment horses; and (4) to withhold the proceeds



of sale of an investment horse from Plaintiffs; in order to capitalize on, and take advantage of, Mr. Lamaze's relationship with Plaintiffs.

16. At the heart of the dispute between Plaintiffs and Defendants, this matter concerns the following two (2) horses:

(a) NEWBERRY BALIA NL, a 2013 bay Belgian Warmblood mare registered with the Fédération Equestre Internationale ("FEI") under ID 106HI57 ("Newberry"); and

(b) NIKKA VD BISSCHOP, a 2013 bay Belgian Warmblood mare registered with FEI under ID 106JJ77 ("Nikka").

**B. Plaintiffs Are Deceived In Connection With a Horse - Newberry**

17. During the summer of 2020, Mr. Lamaze informed Plaintiffs of a horse named Newberry and offered Plaintiffs to invest in it under the following terms, which Plaintiffs accepted:

(a) Plaintiffs would pay \$326,452.50 for 100% ownership interest in Newberry. Mr. Lamaze represented to Plaintiffs that this amount represented 100% of the total amount that *Mr. Lamaze*, through TPS Florida, would pay for Newberry;

(b) Mr. Lamaze and his staff would train the horse, ride the horse, and compete with the horse, for a duration sufficient to elevate her profile and value, at which point she would be sold for a profit;

(c) Plaintiffs would pay for 100% of the expenses associated with training, riding, and maintaining Newberry; and

(d) 100% of the profit on Newberry's sale would be provided to Plaintiffs.

The offer above is hereinafter defined as the "Newberry Offer."

18. Plaintiffs accepted Mr. Lamaze's Newberry Offer. On August 6, 2020, Plaintiffs paid \$326,452.50 to TPS Florida to purchase Newberry. A true and correct copy of the wire transfer receipt is attached hereto as **Exhibit "A."**

19. Plaintiffs recently learned that they were deceived by Defendants as to the purchase price of Newberry. Although Mr. Lamaze represented to Plaintiffs that \$326,452.50 constituted 100% of the purchase price of Newberry, Plaintiffs later learned that TPS Florida was invoiced EUR 190,000.00 (approximately \$223,109.44), on August 10, 2020, for its purchase of Newberry.

20. Consistent with Mr. Lamaze's actions on the Nikka transaction (described below), Mr. Lamaze falsely and deceptively inflated the price of Newberry – and therefore made a wrongful profit of \$103,343.06 from Plaintiffs – that very same week.

21. Plaintiffs also discovered that Defendants never properly registered Plaintiffs' ownership interest in Newberry with the FEI. As of January 6, 2021, the FEI registration indicated the following two owners: "20002082 - Knightwood Stables"<sup>2</sup> and Mr. Lamaze's Canadian company: "20000638 – Torrey Pines Stable Inc" without any indication as to "% Ownership" despite the fact that Plaintiffs were to be the 100% owners of Newberry at all times.

22. After Newberry won the "CSIYH1\* 135-140" and "140-145" classes at the "Sparkassen-Youngsters-Cup" in Aachen in September 2020, Plaintiffs agreed with Mr. Lamaze that a buyer should be found.

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<sup>2</sup> As with Nikka, it is unclear whether this is the same entity as Knightwood Stables LLC, a Florida limited liability company, of which Mr. Brandmeier is a manager, or another "Knightwood Stables" company. In any event, the percentage ownership was not properly recorded, and it was inappropriate to record TPS Ontario as an owner of Newberry.

23. Over 20 months passed since it was agreed that a buyer should be found for Newberry – and Defendants failed to do so. This is no doubt linked to the fact that Newberry was retired from two classes due to crashes in the last three FEI classes under Mr. Lamaze’s care – and arrived back in the United States with an injury.

24. Since Defendants were unable to timely find a buyer, in December 2021, Mr. Lamaze “returned” Newberry to Plaintiffs. However, the FEI registration continues to wrongfully indicate that TPS Ontario has an ownership interest in Newberry.

25. When Plaintiffs initially asked Mr. Lamaze to sell Newberry, she was at her peak of performance and reputation, due to her success in Aachen. It was the prime time to sell her and Defendants failed to do so.

**C. Nikka – Plaintiffs Invest in 50% Ownership of a Horse (Nikka), Defendants Fail to Return to Plaintiffs Over \$1.3 million of Plaintiffs’ Share of Profit**

**(i) Purchase of Nikka**

26. After many years of friendship, in and around September 2020 Mr. Lamaze proposed an opportunity for Plaintiffs to invest together with Mr. Lamaze (individually or through companies that he owns, such as TPS Florida) on an equal (50/50) basis. In sum, the offer, which Mr. Lamaze proposed to Plaintiffs, was as follows:

(a) Mr. Lamaze, individually or through companies that he owns, would purchase a horse – Nikka, and the cost of the purchase, and the ownership of Nikka, would be divided equally (50% as to Mr. Lamaze and 50% as to Plaintiffs);

(b) Mr. Lamaze and his staff would then train Nikka, ride her, and compete with Nikka, in the hopes of increasing its value (e.g. hoping that its value would increase after winning several horse show jumping competitions); and

(c) Mr. Lamaze and Plaintiffs would re-sell Nikka to a third-party buyer, upon mutual agreement, and the parties would split the profits equally (50% as to Mr. Lamaze and 50% as to Plaintiffs), after reimbursement to each party of their expenses in connection with the purchase, training, care, and maintenance of Nikka.

The offer above is hereinafter defined as the “Nikka Offer.”

27. As set forth below, Plaintiffs accepted the Nikka Offer. Plaintiffs transferred what they believed to be their 50% of the purchase price of Nikka to Mr. Lamaze which constituted a total amount of \$278,000 in two tranches.

28. Plaintiffs were deceived into the purchase of Nikka, under false pretenses. Plaintiffs soon learned that Defendants had no intention of performing their end of the bargain.

29. In around September 2020, Mr. Lamaze induced Plaintiffs to invest in Nikka. Consistent with Mr. Lamaze’s Nikka Offer which Plaintiffs accepted, Mr. Lamaze asked Plaintiffs to co-own Nikka with Mr. Lamaze on an equal (50/50) basis. Plaintiffs relied on Mr. Lamaze’s superior experience of buying and selling horses and trusted Mr. Lamaze’s advice that Nikka was a sound investment prospect.

30. With respect to Nikka, Mr. Lamaze and Plaintiffs reached the following agreement:

(a) Plaintiffs would pay \$278,000.00 for 50% ownership interest in Nikka. Mr. Lamaze represented to Plaintiffs that this amount amounted to 50% of the total purchase price for Nikka (i.e., Plaintiffs were led to believe that the total purchase price of Nikka was \$556,000.00);

(b) Mr. Lamaze would train Nikka, ride her, and compete with her, for a duration sufficient to elevate her profile and value, at which point Nikka would be sold for a profit; and

(c) the profit on Nikka's sale would be split between Mr. Lamaze and Plaintiffs on a 50/50 basis (e.g. the proceeds would be split evenly, after both parties would be reimbursed for their respective investments and expenses).

31. Based on the foregoing, Plaintiffs transferred to Defendants \$278,000.00 for a 50% ownership interest in Nikka, by two wire transfers as follows: (a) \$150,000.00 wire payment sent on September 23, 2020; (b) \$128,000.00 wire payment sent on October 2, 2020. True and correct copies of the wire transfer receipts are attached hereto as **Composite Exhibit "B."**

32. During their ownership of 50% of Nikka, Plaintiffs paid approximately \$30,000.00 in expenses, bringing their total investment in Nikka to approximately \$308,000.00. True and correct copies of the invoices for expenses incurred and paid by Plaintiffs, are attached hereto as **Composite Exhibit "C."**

33. Just like with Newberry, Plaintiffs were deceived by Defendants regarding the purchase price of Nikka. Plaintiffs recently learned that Defendants in fact paid EUR 375,000.00 (approximately \$441,700.00) on or about October 1, 2020, for the purchase of 100% of Nikka. A true and correct copy of the invoice for the purchase of Nikka is attached hereto as **Exhibit "D."** During the same two week period, Defendants charged Plaintiffs \$278,000.00 for 50% of the purchase of Nikka, falsely inflating the value of the horse for Defendants' personal gain. Defendants did not disclose this to Plaintiffs.

34. Plaintiffs believed that their \$278,000.00 investment represented 50% of the purchase price Defendants had paid for the purchase of Nikka, based on Mr. Lamaze's false representations. Plaintiffs relied to their detriment on Mr. Lamaze's false representations, which induced Plaintiffs to invest in the horse on false pretenses. It is clear that Plaintiffs paid significantly more than 50% of Nikka's purchase price.

35. Not only did Defendants misrepresent the purchase price of Nikka and Newberry (thereby pocketing the difference in price and refusing to refund the excess investment to Plaintiffs), but, among other things, Defendants outright failed to disclose the sale of Nikka, and refused to pay Plaintiffs their 50% share of the sale proceeds as agreed. In addition, Defendants, *inter alia*, failed to sell Newberry during the opportune time where market conditions were ripe for sale, despite repeated requests from Plaintiffs, and Plaintiffs have been damaged as a result.

(ii) *Sale to Rein Family LLC*

36. In around January 2021, Mr. Lamaze informed Plaintiffs that Mr. Lamaze had agreed to sell their half of Nikka to Rein Family LLC, for \$525,000.00. A true and correct copy of the relevant portion of the invoice for the sale of 50% of Nikka to Rein Family LLC is attached hereto as **Exhibit "E."**

37. Mr. Lamaze convinced Plaintiffs to sell their interest in Nikka under those terms. Mr. Lamaze induced Plaintiffs to do so in reliance on the promise of a much bigger future payout *from becoming a partner in Mr. Lamaze's remaining 50% ownership interest in Nikka.*

38. Under the terms of the new proposal, proposed by Mr. Lamaze, Nikka would be owned as follows:

- (i) 50% – Rein Family LLC; and
- (ii) 25% – Eric Lamaze (either personally or through Mr. Lamaze’s company); and
- (iii) 25% – Plaintiffs.

Mr. Lamaze would split the proceeds from any future sale (of the remaining 50% of Nikka which they would own jointly) evenly with Plaintiffs.

39. Mr. Lamaze likewise materially breached the new proposal. Mr. Lamaze took and retained the entirety of the payment from Rein Family LLC (in other words, Mr. Lamaze retained \$525,000.00) - this \$525,500.00, in its entirety, should have been remitted entirely to Plaintiff by Mr. Lamaze.

40. When Plaintiffs learned that Mr. Lamaze had diverted the funds rightfully due to them (\$525,000.00), Plaintiffs contacted Mr. Lamaze who informed he had “limited funds,” and additionally conceded he had *already* spent Plaintiffs’ funds.

41. Although Plaintiffs had no obligation to continue to accept a penny less than the amount rightfully owed, in good faith, Plaintiffs offered to accept a partial payment of \$100,000.00 plus a new horse valued at least at \$400,000.00, provided that the transaction would be completed by March 2021. Despite this gracious settlement offer from Plaintiffs, Lamaze did not accept the offer, and Mr. Lamaze did not locate a horse within the specified time frame.

42. Instead of paying the debt due to Plaintiff, on February 12, 2021, Mr. Lamaze offered to pay \$100,000.00 to Mr. Brandmaier (of which \$30,000.00 Mr. Lamaze would keep toward future expenses in connection with horse training and maintenance) as a *partial* payment; Mr. Lamaze at no point refuted that he owed Plaintiffs. The only communications from Mr. Lamaze to Plaintiffs at this time were that Mr. Lamaze was purportedly waiting to sell the

second half (50%) ownership interest of Nikka, and then Mr. Lamaze planned to settle the outstanding amounts due to Plaintiffs. It is evident from the face of these communications that Mr. Lamaze accepted that Plaintiffs still owned 25% of Nikka at this time.

43. Shortly thereafter, Plaintiffs discovered that after Defendants sold 50% interest in Nikka to the Rein Family LLC, a further 45% interest in Nikka was sold to Rein Family LLC on around December 1, 2021, for \$2,270,000.00. A true and correct copy of the relevant portion of the invoice for the sale of 45% of Nikka to Rein Family LLC is attached hereto as **Exhibit “F.”** Indeed, Mr. Lamaze admitted that he received payments from the Rein Family LLC, and then added that Defendants used those funds for Defendants’ own purposes (instead of returning the funds to the Plaintiffs), claiming that the payment “went to a huge hospital bill and I bought 5 dealing horses.”

44. The invoice requesting the transfer of \$2,270,000.00 from Rein Family LLC, indicated two of Mr. Lamaze’s companies: TPS Florida and Little Creek. As a result, it is not clear which one of these two companies of Mr. Lamaze received the funds, however, what is clear, is that Plaintiffs did not receive any payment from Rein Family LLC pursuant to this invoice.

45. Just like with Newberry, Plaintiffs also discovered that Defendants never appropriately registered Plaintiffs’ ownership interest in Nikka with the FEI.

- (a) Indeed, as of January 14, 2021, Nikka’s FEI registration reflected two owners: “20002082 – Knightwood Stables<sup>3</sup>” and Mr. Lamaze’s Canadian

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<sup>3</sup> It is unclear whether this is the same entity as Knightwood Stables LLC, a Florida limited liability company, of which Mr. Brandmeier is a manger, or another “Knightwood Stables” company. In any event, the percentage ownership was not properly recorded, it was inappropriate to record TPS Ontario as an owner of Nikka, and “Knightwood Stables” was removed as an owner as of March 20, 2021, according to FEI records.



company: “20000638 – Torrey Pines Stable Inc” without any indication as to “% of Ownership” of each owner.

- (b) As of March 20, 2021, Nikka’s FEI registration reflected the following two owners: “20005962 – REIN FAMILY LLC.” and “20000638 – Torrey Pines Stable Inc” without any indication as to “% of Ownership” of each owner.

46. Therefore, in sum, Defendants sold 95% of Nikka to the Rein Family LLC (without disclosing this to Plaintiffs) for a total of \$2,800,000.00 and retained the remaining 5% for themselves. Accordingly, Nikka was valued at \$2,947,368.42 at the time it was sold to Rein Family LLC.

47. Under the terms of the Nikka Offer which was accepted by Plaintiffs (e.g. the agreement between the parties), Plaintiffs were entitled to a total of \$1,495,834.21 in connection with the sale of Nikka to the Rein Family LLC.

48. On May 24, 2022, in acknowledgement of Plaintiffs’ position, Defendants transferred another \$100,000.00 as another partial payment, to Ms. Guthrie’s account.

49. On June 19, 2022, Nikka was selected to represent the Canadian team at the FEI World Championships in August 2022 (with Canadian rider Beth Underhill), significantly increasing her value.

50. After accounting for a \$170,000.00 Defendants paid to Plaintiffs as partial payments, the total amount owed to Plaintiffs in connection with the sale to Rein Family LLC comprises the principal amount of \$1,325,834.21 (not including interest, costs, attorney’s fees, and other damages incurred by Plaintiffs).

**(iii) Evidence of Defendants' Admissions Post Sale of Nikka to Rein Family LLC**

51. On January 7, 2022, Ms. Guthrie sent Mr. Lamaze a WhatsApp message stating that she was owed half of the sale of the second half to Rein Family LLC. Mr. Lamaze admitted that he accepted the full first payment from Rein Family LLC and suggested that he owed Plaintiffs \$400,000.00 and would try to pay this amount, stating: “so the 400 hundred I owe you it will take me a little time to get to you.”

52. On January 9, 2022, Ms. Guthrie sent Mr. Lamaze a WhatsApp message stating, in relevant part:

*[...] I invested in two horses with an original investment of 650 us and now with expenses it is 800 us. They were both sale horses. I did this in hopes I would regain some of the epic losses . . .*

53. On January 25, 2022, Mr. Lamaze sent Ms. Guthrie a WhatsApp message stating “I will send you money very soon.”

54. On February 16, 2022, Ms. Guthrie sent Mr. Lamaze a WhatsApp message stating, in relevant part:

*We had agreed that, following the sale of NIKKA, I would receive my share of the proceeds. I was therefore both shocked and disappointed to hear that you reinvested the funds from the sale to purchase new investment horses, without my knowledge or consent.*

\* \* \*

*The balance due to me is \$1.4M USD.*

*I am happy to co-operate with you on a repayment plan that returns funds to me as and when the investment horses are sold, within reason.*

*If you agree, I will draw up a document stating the specifics.*

55. On February 22, 2022, Mr. Lamaze replied as follows:

*[...] I'm sorry I didn't find a horse for Jeff at the moment I owe you half of what we receive from Mark and we can put a value on more money, but it will not be 1.4 that will not happen I'm happy to give you half of a great horse for the second part I'm making it my priority of paying you back the original payment from Mark we can talk about this tomorrow let not approach this like enemy Muffie please we can see trough [sic] this together I'm willing to take new berry for free and sell it for you at the end I want you to be happy [...]*

(emphasis added).

56. As clearly illustrated above, Mr. Lamaze admitted that Defendants owed Plaintiffs half of what Defendants received from Rein Family LLC, including both transactions (the sale of the initial 50% to Rein Family LLC and the sale of the 45% additional amount to Rein Family LLC).

57. In good faith and without any legal obligation to do, on March 23, 2022, Ms. Guthrie sent Mr. Lamaze a WhatsApp message outlining a plan for how Defendants would repay their debt to Plaintiffs. Therein, Ms. Guthrie expressed her dissatisfaction with how Mr. Lamaze had handled the sale of Nikka. Mr. Guthrie proceeded to give Mr. Lamaze until March 25, 2022 to agree in writing to the repayment plan to Plaintiffs.

58. Unfortunately, Plaintiffs did not receive any response to this message.

59. Having no other choice, on April 7, 2022 and July 15, 2022, respectively, Plaintiffs sent letters, through counsel, outlining Defendants' breaches and defaults, and demanding payment.

60. In Mr. Lamaze's correspondence with Ms. Guthrie, Mr. Lamaze repeatedly recognized that Defendants are in breach of their contractual agreements with Plaintiffs and owe Plaintiffs significant sums of money. Mr. Lamaze committed to transfer Plaintiffs an additional

partial payment of \$200,000.00 by the end of May 2022 (but failed to do so). In relevant part, the following representations were made:

- (a) On May 9, 2022, Mr. Lamaze stated: “now you travel and pick a horse at my stable that will be the end of this deal ... yes I’m guilty of not having found a horse comme [sic] to europe it will be fix it’s to [sic] bad 200 thousand was ready to go to you.” (emphasis added).
- (b) On May 10, 2022, Mr. Lamaze stated: “Yes Muffie [Ms. Guthrie] absolutely I love your parents and I love you 200 will be there thank you.” (emphasis added).
- (c) On May 25, 2022, Mr. Lamaze stated: “I sent 100 yesterday I will keep this up as quick as I can.” (emphasis added).
- (d) On May 31, 2022, Mr. Lamaze responded to Ms. Guthrie’s request for a continued payment plan: “yes of course.” (emphasis added).

61. Despite these voluminous and repeated admissions and promises of payment, \$1,325,834.21 remains outstanding with respect to the principal owed as to the sale of Nikka.

62. Plaintiffs have not received any communications from Defendants since June 7, 2022.

63. Indeed, Defendants have failed and refused to make any further payment, to agree on any repayment schedule, and to agree to the total amount Defendants owe Plaintiffs.

**COUNT I – PIERCING THE CORPORATE VEIL**  
(against all Defendants)

64. Plaintiffs reaffirm and reallege paragraphs 1-63 as if fully set forth herein.

65. This count is for a declaration that the following are alter egos of each other: Mr. Lamaze, TPS Florida, TPS Ontario, and Little Creek, and therefore, the entities’ corporate

veil of each of the following entities should be pierced: TPS Florida, TPS Ontario, and Little Creek.

66. Mr. Lamaze, TPS Florida, and Little Creek share stables, staff, agents, and employees. Mr. Lamaze, TPS Florida, and Little Creek are located at the same address, and Mr. Lamaze owns TPS Florida, TPS Ontario, and Little Creek. Mr. Lamaze directed Plaintiffs to send funds to him at his TPS Florida bank account. However, Mr. Lamaze directed his Canadian company, TPS Ontario, to register its interest as an owner of Nikka and Newberry. Likewise, Little Creek was listed on the invoice of \$2,270,000.00 to be received from Rein Family LLC for the sale of 45% interest in Nikka, despite the fact that Little Creek was not listed as an owner of Nikka with the FEI. Mr. Lamaze represented that he would purchase Nikka and Newberry, but in reality, he used TPS Florida to purchase both horses, and registered TPS Ontario as having an ownership interest in both horses. Similarly, Mr. Lamaze failed to properly document Plaintiffs' ownership interest in Nikka and Newberry, as indicated above. Overall, Mr. Lamaze and TPS Florida, TPS Ontario, and Little Creek, objectively represent themselves to third parties in a manner which would lead any reasonable observer to believe that they are one and the same entity.

67. Based in part on the allegations made above, Mr. Lamaze, TPS Florida, TPS Ontario, and Little Creek, were alter-egos of each other.

68. Mr. Lamaze failed to preserve the proper distinction and legal form of TPS Florida, TPS Ontario, and Little Creek. On information and belief, Mr. Lamaze used TPS Florida, TPS Ontario, and Little Creek as shell companies for the purpose of furthering their overall scheme to misuse Plaintiffs' assets for their own personal use and benefit. Mr. Lamaze used TPS Florida, TPS Ontario, and Little Creek to misappropriate funds from Plaintiffs, in a

thinly veiled attempt to eliminate himself from the transactions and to leave Plaintiffs with no redress.

69. Mr. Lamaze dominates and controls TPS Florida, TPS Ontario, and Little Creek to such an extent that each of these entity's independent existence, was in fact non-existent.

70. There is no functional or de facto legal distinction between TPS Florida, TPS Ontario, Little Creek, and Mr. Lamaze; they are alter-egos of each other. Upon information and belief, TPS Florida, TPS Ontario, and Little Creek are entities organized for improper or fraudulent purposes, as an instrumentality to cheat other companies, and individuals, such as Plaintiffs.

71. It appears evident that TPS Florida, TPS Ontario, and Little Creek serve as a corporate sham organized to evade legal obligations, statutory authority, debts and/or corporate obligations, commit fraud, engage in other illegal acts, and/or evade the obligations owed to Plaintiffs and other creditors and/or investors.

72. Plaintiffs have been damaged as a result of Mr. Lamaze's fraudulent and/or improper use of the corporate form of TPS Florida, TPS Ontario, and Little Creek.

**WHEREFORE**, Plaintiffs, Ms. Guthrie and Mr. Brandmaier, seek a declaration piercing the corporate veil and declaring that Defendants, TPS Florida, TPS Ontario, and Little Creek, are the alter egos of Mr. Lamaze and each other, and demanding judgment against Defendants, jointly and severally, for damages, interest, costs and attorney's fees, and such other and further relief as this Court deems just and proper.

**COUNT II – CONVERSION**

(against Mr. Lamaze, TPS Florida, and Little Creek – Newberry and Nikka Funds)

73. Plaintiffs reaffirm and reallege paragraphs 1-63 as if fully set forth herein.

74. This is an action for conversion against Defendants, Mr. Lamaze and TPS Florida, and Little Creek.

75. Defendants converted to their own use Plaintiffs' funds, including but not limited to those which Mr. Lamaze, TPS Florida, and, upon information and belief, Little Creek received from the sale of Nikka, which funds are the property of Plaintiffs.

76. Plaintiffs demanded that Defendants return the funds, including by numerous text messages, as well as by letters sent through Plaintiffs' counsel on April 7, 2022 and July 15, 2022.

77. Plaintiffs have an immediate right to the possession of their funds.

78. Despite Plaintiffs' demands to return the funds, Mr. Lamaze and TPS Florida, and Little Creek have refused to return the funds to Plaintiffs, to the date of the filing of this Verified Complaint.

79. Mr. Lamaze, TPS Florida, and Little Creek, have wrongfully and illegally retained the benefit of the funds, while refusing to return the funds to Plaintiffs.

80. Mr. Lamaze, TPS Florida, and Little Creek wrongfully exercised dominion and control over the funds, despite not having legal right to the funds.

81. As a direct and proximate result of the conversion by Mr. Lamaze, TPS Florida, and Little Creek, Plaintiffs have suffered damages, including, but not limited to, the value of the funds totaling \$1,325,834.21 in connection with Nikka and \$103,343.06 in connection with Newberry, Plaintiffs' loss of use of the funds, attorney's fees, costs, as well as other damages sustained.

**WHEREFORE**, Plaintiffs, Ms. Guthrie and Mr. Brandmaier, demand judgment against Defendants, Mr. Lamaze, TPS Florida, and Little Creek, jointly and severally, for damages, plus

interest, together with late fees, court costs, and attorney's fees, and for such other and further relief as this Court deems just and proper.

**COUNT III – UNJUST ENRICHMENT**  
(against all Defendants – in the alternative)

82. Plaintiffs reaffirm and reallege paragraphs 1-16, 19-25, 37-40, 42-46, 48-60 as if fully set forth herein.

83. Defendants have been unjustly enriched as a direct result of, *inter alia*: (1) retaining Plaintiffs' profits from the sale of Nikka totaling \$1,325,834.21, (2) falsely inflating the price of Newberry and pocketing a wrongful profit of \$103,343.06 in connection with Newberry, (3) any ownership interest in Nikka and Newberry.

84. Plaintiffs have conferred a benefit upon Defendants – namely the value of over \$1,429,177.27 in funds, as well as ownership in Nikka and Newberry.

85. Defendants knowingly appreciated, accepted, and retained such benefit, and continued to appreciate, accept and retain the conferred benefit, by refusing to return the funds to Plaintiffs, refusing to compensate Plaintiffs for the appropriate ownership interest in Nikka and Newberry, and despite Defendants having no right to retain said funds, and ownership interest.

86. Under the circumstances, it would be inequitable for Defendants to retain such benefits without paying the value thereof.

**WHEREFORE**, Plaintiffs, Ms. Guthrie and Mr. Brandmaier, demand judgment against Defendants, Mr. Lamaze, TPS Florida, TPS Ontario, and Little Creek, jointly and severally, for damages, plus interest, together with late fees, court costs, and attorney's fees, and for such other and further relief as this Court deems just and proper.



**COUNT IV – BREACH OF FLORIDA’S  
DECEPTIVE AND UNFAIR PRACTICES ACT**  
(against all Defendants)

87. Plaintiffs reaffirm and reallege paragraphs 1-63, 83 and 84 as if fully set forth herein.

88. Defendants actions are violative and constitute a breach of Florida’s Deceptive and Unfair Practices Act, *inter alia*: (i) inducing Plaintiffs to transfer funds to Defendants for the purported purchase of horses (which prices Defendants falsely inflated for their own personal benefit); (ii) failing to account for the purchase and sale of investment horses, (such that Defendants continue to hold \$1,429,177.27 in Plaintiffs’ funds); (iii) failing to respond to Plaintiffs’ requests regarding Newberry including Plaintiffs’ repeated requests to sell Newberry during opportune market conditions; (iv) improperly recording ownership information with the FEI; as well as (v) Defendants’ deceptive use of corporate entities without regard to corporate form – in an effort to deceive Plaintiffs, as creditors – were improper and unlawful actions, which constitute deceptive acts and/or unfair practices under Fla. Stat. §§ 501.201, *et seq.*

89. Defendants’ deceptive acts or unfair practices as described above were the actual and proximate cause of the actual damages sustained by Plaintiff, including, among others, the loss of \$1,325,834.21 in connection with the failure to remit Plaintiffs’ profit from the sale of Nikka, \$103,343.06 in connection with Defendants’ falsely inflating the purchase price of Newberry, and damages (to be determined at trial) in connection with the failure to timely sell Newberry, as well as attorney’s fees, costs, prejudgment interest, and other damages.

**WHEREFORE**, Plaintiffs, Ms. Guthrie and Mr. Brandmaier, demand judgment against Defendants, Mr. Lamaze, TPS Florida, TPS Ontario, and Little Creek, jointly and severally, for

damages, plus interest, together with late fees, court costs, and attorney's fees, and for such other and further relief as this Court deems just and proper.

**COUNT V – PROMISSORY ESTOPPEL**  
(against all Defendants)

90. Plaintiffs reaffirm and reallege paragraphs 1-63 as if fully set forth herein.

91. Mr. Lamaze, individually, and on behalf of TPS Florida, TPS Ontario, and Little Creek, represented and promised that in exchange for receiving a payment from Plaintiffs for 50% of the (actual) purchase price of Nikka, (i) Mr. Lamaze and his staff would train the horse, ride the horse, and compete with the horse, for a duration sufficient to elevate her profile and value, at which point she would be sold for a profit; and (ii) the profit on Nikka's sale would be split between Mr. Lamaze and Plaintiffs on a 50/50 basis (e.g. the proceeds would be split evenly, after both parties would be reimbursed for their respective investments and expenses).

92. Mr. Lamaze, individually, and on behalf of TPS Florida, TPS Ontario, and Little Creek, also represented and promised that in exchange for 100% of the (actual) purchase price of Newberry, (i) Mr. Lamaze would train the horse, ride the horse, and compete with the horse, for a duration sufficient to elevate her profile and value, at which point she would be sold for a profit, (ii) Plaintiffs would pay for 100% of the expenses associated with training, riding, and maintaining Newberry, and (iii) 100% of the profit of the sale of Newberry would be provided to Plaintiffs.

93. Defendants preyed on their long standing relationship and history with Plaintiffs to garner Plaintiffs' consent and funds. In justifiable reliance on Defendants' promises, Plaintiffs to their detriment, *inter alia*: (i) paid inflated amounts for the purchase of Nikka and Newberry to TPS Florida, (ii) trusted that Mr. Lamaze accurately represented the purchase price of Newberry

and Nikka; and (iii) were deceived into investing into Nikka and Newberry on false terms, which Defendants have failed to materially perform.

94. Defendants failed to, among other things: (i) pay Plaintiffs \$1,325,834.21 in connection with Plaintiffs' profit from the sale of Nikka, and (ii) failed to refund Plaintiffs \$103,343.06 in connection with Defendants' falsely inflating the purchase price of Newberry.

95. Injustice can only be avoided by enforcing Defendants' promises.

**WHEREFORE**, Plaintiffs, Ms. Guthrie and Mr. Brandmaier, demand judgment against Defendants, Mr. Lamaze, TPS Florida, TPS Ontario, and Little Creek, jointly and severally, for damages, plus interest, together with late fees, court costs, and attorney's fees, and for such other and further relief as this Court deems just and proper.

**COUNT VI – FRAUD**  
(against all Defendants)

96. Plaintiffs reaffirm and reallege paragraphs 1-63 as if fully set forth herein.

97. Mr. Lamaze, individually, and on behalf of TPS Florida, TPS Ontario, and Little Creek, made among other false statements, the following false statements concerning material facts (collectively, the "False Statements"):

- (a) In exchange for receiving a payment from Plaintiffs for 50% of the (actual) purchase price of Nikka, (i) Mr. Lamaze and his staff would train, ride, and compete with Nikka, for a duration sufficient to elevate her profile and value, at which point she would be sold for a profit;
- (b) the profit on Nikka's sale would be split between Mr. Lamaze and Plaintiffs on a 50/50 basis (e.g. the proceeds would be split evenly, after both parties would be reimbursed for their respective investments and expenses);

- (c) 50% of the purchase price of Nikka was \$278,000.00;
- (d) Plaintiffs would have 50% ownership interest in Nikka;
- (e) 100% of the purchase price of Newberry \$326,452.50;
- (f) Defendants would sell Newberry once its value increased;
- (g) Defendants would purchase Newberry on behalf of Plaintiffs, and 100% of the horse would be owned by Plaintiffs.

98. Defendants knew that the False Statements were false at the time they were made.

99. Defendants intended that Plaintiffs rely upon the False Statements in order to induce Plaintiffs to transfer significant sums of funds to Defendants, which Plaintiffs did, as fully described above.

100. Plaintiffs were damaged as a result of Plaintiffs' reliance on Defendants' False Statements.

**WHEREFORE**, Plaintiffs, Ms. Guthrie and Mr. Brandmaier, demand judgment against Defendants, Mr. Lamaze, TPS Florida, TPS Ontario, and Little Creek, jointly and severally, for damages, plus interest, together with late fees, court costs, and attorney's fees, and for such other and further relief as this Court deems just and proper.

**COUNT VII – BREACH OF CONTRACT (NIKKA)**  
(against Mr. Lamaze and TPS Florida)

- 101. Plaintiffs reaffirm and reallege paragraphs 1-63 as if fully set forth herein.
- 102. Plaintiffs entered into a contract in connection with the purchase of Nikka.
- 103. Mr. Lamaze, individually and on behalf of TPS Florida, offered in consideration for receiving a payment from Plaintiffs for 50% of the (actual) purchase price of Nikka, (i) Mr. Lamaze and his staff would train the horse, ride the horse, and compete with the horse, for a

duration sufficient to elevate her profile and value, at which point she would be sold for a profit; and (ii) the profit on Nikka's sale would be split between Mr. Lamaze and Plaintiffs on a 50/50 basis (e.g. the proceeds would be split evenly, after both parties would be reimbursed for their respective investments and expenses).

104. Mr. Lamaze, individually and on behalf of TPS Florida, accepted the terms of the offer, accepted wire transfers, through his company TPS Florida, of funds from Plaintiffs, in exchange for 50% ownership interest in Nikka. In addition, Mr. Lamaze through TPS Florida accepted payments from Plaintiffs totaling approximately \$30,000.00 in connection with the care and maintenance of Nikka.

105. Mr. Lamaze, individually and on behalf of TPS Florida, agreed to perform in accordance with the agreement.

106. Demand was made by Plaintiffs upon Mr. Lamaze for payment of amounts owed under the agreement.

107. Mr. Lamaze and TPS Florida have materially breached the agreement by, among other things, failing to return the outstanding amount of \$1,325,834.21 due to Plaintiffs in connection with the sale of Nikka.

108. Plaintiffs have been damaged by Mr. Lamaze's and TPS Florida's defaults and breaches under the agreement.

**WHEREFORE**, Plaintiffs, Ms. Guthrie and Mr. Brandmaier, demand judgment against Defendants, Mr. Lamaze and TPS Florida, jointly and severally, for damages, plus interest, together with late fees, court costs, and attorney's fees, and for such other and further relief as this Court deems just and proper.

**COUNT VIII – BREACH OF CONTRACT (NEWBERRY)**

109. Plaintiffs reaffirm and reallege paragraphs 1-63 as if fully set forth herein.

110. Plaintiffs entered into a contract in connection with the purchase of Newberry.

111. Mr. Lamaze, individually and on behalf of TPS Florida, offered in consideration for 100% of the (actual) purchase price of Newberry, (i) Mr. Lamaze would train the horse, ride the horse, and compete with the horse, for a duration sufficient to elevate her profile and value, at which point she would be sold for a profit, (ii) Plaintiffs would pay for 100% of the expenses associated with training, riding, and maintaining Newberry, and (iii) 100% of the profit of the sale of Newberry would be provided to Plaintiffs.

112. Mr. Lamaze and TPS Florida accepted the terms of the offer, accepted a wire transfer of funds from Plaintiffs which was sent to TPS Florida, in exchange for 100% ownership interest in Newberry.

113. Mr. Lamaze, individually and on behalf of TPS Florida, agreed to perform in accordance with the agreement.

114. Mr. Lamaze and TPS Florida have materially breached the agreement by, among other things, failing to: (i) refund Plaintiffs \$103,343.06 in connection with Defendants' falsely inflating the purchase price of Newberry; (ii) failed to appropriately ride and train Newberry and instead have caused Newberry to be retired prematurely, significantly devaluing the horse; (iii) failed to sell Newberry despite agreement with Plaintiffs to do so – at a point when Newberry's value had increased from the purchase price; (iv) failed to continue looking for

suitable buyers for Newberry and instead “returned” Newberry to Plaintiffs<sup>4</sup>; and (v) inappropriately registered TPS Ontario as owner in the FEI.

115. Plaintiffs have been damaged by Mr. Lamaze’s and TPS Florida’s defaults and breaches under the agreement.

**WHEREFORE**, Plaintiffs, Ms. Guthrie and Mr. Brandmaier, demand judgment against Defendants, Mr. Lamaze and TPS Florida, jointly and severally, for damages, plus interest, together with late fees, court costs, and attorney’s fees, and for such other and further relief as this Court deems just and proper.

**COUNT IX – NEGLIGENCE (AS TO NEWBERRY)**  
(against Mr. Lamaze)

116. Plaintiffs reaffirm and reallege paragraphs 1-63 as if fully set forth herein.

117. Mr. Lamaze had a duty to properly train, care and safeguard, maintain, and compete with Newberry.

118. Mr. Lamaze breached that duty by causing Newberry to suffer a debilitating injury while under the control of Mr. Lamaze. This injury has materially decreased Newberry’s value, thus making Newberry unmarketable to potential buyers.

119. Mr. Lamaze’s actions, and/or inactions, proximately caused Newberry’s injuries.

120. As a result, Plaintiffs have suffered damages.

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<sup>4</sup> Plaintiffs demanded that Newberry be returned immediately to their care, after, among other things, Plaintiffs were billed excessively in connection with Newberry, Defendants breached their agreement and duties as to Newberry, and after Defendants permitted amateur riding which caused Newberry to crash through jumps and causing Newberry’s health to materially deteriorate.

**WHEREFORE**, Plaintiffs, Ms. Guthrie and Mr. Brandmaier, demand judgment against Defendant, Mr. Lamaze, for damages, plus interest, together with late fees, court costs, and attorney's fees, and for such other and further relief as this Court deems just and proper.

**COUNT X – BREACH OF FIDUCIARY DUTY**  
(against all Defendants)

121. Plaintiffs reaffirm and reallege paragraphs 1-63 as if fully set forth herein.

122. At all material times, Mr. Lamaze (individually and on behalf of his companies, TPS Florida, TPS Ontario, and Little Creek) – who had represented they would purchase Nikka and Newberry on behalf of Plaintiffs, and would care, maintain, train, and ultimately sell the horses (on Plaintiffs' behalf) – owed a duty to act in good faith and in the best interests of Plaintiffs. At a minimum, Defendants were required not to place their own personal interests ahead of Plaintiffs' interests, or engage in acts of self-dealing or misuse of Plaintiffs' funds.

123. Although discovery herein is certain to reveal more information, as of the date of this filing, Plaintiff has learned that Defendants breached their fiduciary duties by grossly misusing Plaintiffs' funds for their own purposes, inflating the purchase prices of Nikka and Newberry (and pocketing the difference), failing to properly record ownership information or outright falsifying the recordation with FEI, failing to account for the purchase and sale of Nikka and Newberry, all of which were actions to the detriment of Plaintiffs.

124. Defendants converted and misappropriated Plaintiffs' funds, and engaged in an overall scheme to misuse Plaintiffs' property interests in Nikka and Newberry and deprive Plaintiffs of the use of their funds.

125. As a result of the foregoing, Plaintiffs have suffered damages, and continue to suffer damages.



**WHEREFORE**, Plaintiffs, Ms. Guthrie and Mr. Brandmaier, demand judgment against Defendants, Mr. Lamaze, TPS Florida, TPS Ontario, and Little Creek, jointly and severally, for damages, plus interest, together with late fees, court costs, and attorney's fees, and for such other and further relief as this Court deems just and proper.

**DEMAND FOR JURY TRIAL**

Wherefore, Plaintiffs demand a trial by jury on all issues so triable.

Dated: January 17, 2023.

Respectfully submitted,

By: /s/ Alette D. Rodz

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Phone: (305) 905-6442

*Counsel for Plaintiffs*

VERIFICATION

I verify under penalty of perjury that the foregoing statements are true and correct.

  
LORNA M. GUTHRIE

  
JEFFREY BRANDMAIER

NOT A CERTIFIED COPY

# EXHIBIT “A”

NOT A CERTIFIED COPY



Newberry

Thank you for choosing TD to complete your wire payment. Before signing, please read the Agreement below to be sure you understand your rights, responsibilities, and risks in relation to the wire payment.

**Customer:** MS LORNA M GUTHRIE  
**Street Address:** 49 EDINBURGH RD S  
**City:** GUELPH **Province/State:** ON  
**Country:** CANADA (CA)  
**Customer Account:** [REDACTED] 7504

**Date:** August 6, 2020  
**Branch:** 00131

**Wire Payment ID:** [REDACTED] 5500  
**Financial Transaction ID:** [REDACTED] 7845  
**Wire Payment Amount:** 326,452.50 (USD)  
**TD Service Fee:** 80.00 (CAD)

**Wire Recipient:** TORREY PINES STABLE FLORIDA CORP  
**Street Address:** 2675 SHELTINGHAM DR  
**City:** WELLINGTON **Province/State:** FL  
**Country:** UNITED STATES (US)  
**Account#/IBAN:** [REDACTED] 9572  
**Customer Code:**

**Wire Recipient's Financial Institution:** TD BANK  
**Street Address:** 12280 SOUTHSORE BLVD  
**City:** WELLINGTON **Province/State:** FL  
**Country:** UNITED STATES (US)  
**Bank Code:** NRTHUS33  
**Intermediary Bank Account#:**

### Reviewing This Wire Payment Agreement

- In this Agreement, you will find the following information:
- Section 1: Wire Payment Process
  - Section 2: Wire Payment Fees
  - Section 3: Returned, Held, or Rejected Payments
  - Section 4: Legal Responsibilities
  - Table 1: Wire Payment Fees Charged By TD's Correspondent Bank Relationships

In addition, we use the following terms throughout the Wire Payment Agreement (the *Agreement*) and want to make sure you understand what they mean:

*You* and *your* refer to the Customer.

*We, us, our,* and *TD* refer to The Toronto-Dominion Bank.

### Section 1: Wire Payment Process

#### 1.1 What does your signature authorize?

- By signing this Agreement, you:
- **Confirm** that the information on page 1 is accurate and complete.
  - **Agree** to the terms and conditions outlined in this Agreement.
  - **Agree** to pay all fees related to the wire payment as outlined in this Agreement.
  - **Authorize** us to send the wire payment based on the information you provide us.

#### 1.2 Why is providing correct information important?

We will process the wire payment based on the information you provide us. Please make sure all information for your intended Wire Recipient is correct, as we will send the wire payment based on that information. If you provide the wrong account number or name, the Wire Recipient's Financial Institution may credit that account, even if you intended to send money

# EXHIBIT “B”

NOT A CERTIFIED COPY



Nikkita

Thank you for choosing TD to complete your wire payment. Before signing, please read the Agreement below to be sure you understand your rights, responsibilities, and risks in relation to the wire payment.

**Customer:** MS LORNA M GUTHRIE  
**Date:** September 23, 2020  
**Wire Payment ID:** [REDACTED] 2800  
**Street Address:** 49 EDINBURGH RD S  
**Branch:** 00131  
**Financial Transaction ID:** [REDACTED] 2715  
**City:** GUELPH **Province/State:** ON  
**Wire Payment Amount:** 150,000.00 (USD)  
**Country:** CANADA (CA) **TD Service Fee:** 80.00 (CAD)  
**Customer Account:** [REDACTED] 7504

150  
128  
278, U.S.

**Wire Recipient:** TORREY PINES STABLE FLORIDA CORP  
**Wire Recipient's Financial Institution:** TD BANK  
**Street Address:** 2675 SHELTINGHAM DR  
**Street Address:** 12280 SOUTHSORE BLVD  
**City:** WELLINGTON **Province/State:** FL **City:** WELLINGTON **Province/State:** FL  
**Country:** UNITED STATES (US) **Country:** UNITED STATES (US)  
**Account#/IBAN:** [REDACTED] 9572 **Bank Code:** NRTHUS33  
**Customer Code:** **Intermediary Bank Account#:**

### Reviewing This Wire Payment Agreement

- In this Agreement, you will find the following information:
- Section 1: Wire Payment Process
  - Section 2: Wire Payment Fees
  - Section 3: Returned, Held, or Rejected Payments
  - Section 4: Legal Responsibilities
  - Table 1: Wire Payment Fees Charged By TD's Correspondent Bank Relationships

In addition, we use the following terms throughout the Wire Payment Agreement (the *Agreement*) and want to make sure you understand what they mean:

*You* and *your* refer to the Customer.

*We*, *us*, *our*, and *TD* refer to The Toronto-Dominion Bank.

### Section 1: Wire Payment Process

#### 1.1 What does your signature authorize?

- By signing this Agreement, you:
- **Confirm** that the information on page 1 is accurate and complete.
  - **Agree** to the terms and conditions outlined in this Agreement.
  - **Agree** to pay all fees related to the wire payment as outlined in this Agreement.
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#### 1.2 Why is providing correct information important?

We will process the wire payment based on the information you provide us. Please make sure all information for your intended Wire Recipient is correct, as we will send the wire payment based on that information. If you provide the wrong account number or name, the Wire Recipient's Financial Institution may credit that account, even if you intended to send money



Nirrita

Thank you for choosing TD to complete your wire payment. Before signing, please read the Agreement below to be sure you understand your rights, responsibilities, and risks in relation to the wire payment.

Customer: MS LORNA M GUTHRIE

Date: October 2, 2020

Wire Payment ID: [redacted] 6300

Street Address: 49 EDINBURGH RD S

Branch: 00131

Financial Transaction ID: [redacted] 5807

City: GUELPH

Province/State: ON

Wire Payment Amount: 128,000.00 (USD)

Country: CANADA (CA)

TD Service Fee: 80.00 (CAD)

Customer Account: [redacted] 7504

Wire Recipient: TORREY PINES STABLE FLORIDA CORP

Wire Recipient's Financial Institution: TD BANK

Street Address: 2675 SHELTINGHAM DR

Street Address: 12280 SOUTHSORE BLVD

City: WELLINGTON

Province/State: FL

City: WELLINGTON

Province/State: FL

Country: UNITED STATES (US)

Country: UNITED STATES (US)

Account#/IBAN: [redacted] 9572

Bank Code: NRTHUS33

Customer Code:

Intermediary Bank Account#:

### Reviewing This Wire Payment Agreement

In this Agreement, you will find the following information:

- Section 1: Wire Payment Process
- Section 2: Wire Payment Fees
- Section 3: Returned, Held, or Rejected Payments
- Section 4: Legal Responsibilities
- Table 1: Wire Payment Fees Charged By TD's Correspondent Bank Relationships

In addition, we use the following terms throughout the Wire Payment Agreement (the *Agreement*) and want to make sure you understand what they mean:

*You* and *your* refer to the Customer.

*We*, *us*, *our*, and *TD* refer to The Toronto-Dominion Bank.

### Section 1: Wire Payment Process

#### 1.1 What does your signature authorize?

By signing this Agreement, you:

- **Confirm** that the information on page 1 is accurate and complete.
- **Agree** to the terms and conditions outlined in this Agreement.
- **Agree** to pay all fees related to the wire payment as outlined in this Agreement.
- **Authorize** us to send the wire payment based on the information you provide us.

#### 1.2 Why is providing correct information important?

We will process the wire payment based on the information you provide us. Please make sure all information for your intended Wire Recipient is correct, as we will send the wire payment based on that information. If you provide the wrong account number or name, the Wire Recipient's Financial Institution may credit that account, even if you intended to send money

# EXHIBIT “C”

NOT A CERTIFIED COPY



TORREY PINES STABLE FLORIDA CORP.

DATE: 14 November 2020

Invoice n° 20 - 01727

OUR COMPANY:  
2675 Sheltingham Drive  
33414 FL Wellington  
USA  
info.torreypines@gmail.com

BILL TO:  
Margaret Guthrie  
2761 Appaloosa Trail  
Wellington, Florida  
33414

QUANTITY	DESCRIPTION	PRIZE	TOTAL
1	Training Fee October New Berry	1000. (2000/2)	1000.00EUR
1	Feed and Bedding.	700.	700.00 EUR
1	Groom Services.	900.	900.00 EUR
1.	MANURE.	50	50.0EUR
1	Osteophath	220.	220EUR
1	FARRIER	350	350EUR
1	Stall Rent (Florida)	300. (600/2)	600EUR
		Subtotal	3820EUR

PAYMENT DETAILS:

TD BANK  
12280 Southshore Blvd Wellington, FL,33414.

USA Account # [redacted] 9572  
Routing Number: [redacted] 4822

Total 3820EUR

(USD=4521,12)  
3583,69  
810481



# TORREY PINES

TORREY PINES STABLE FLORIDA CORP.

DATE: 14 November  
2020

Invoice n° 20 - 01727

OUR COMPANY:

2675 Sheltingham Drive  
33414 FL Wellington  
USA  
info.torreypines@gmail.com

BILL TO:

Margaret Guthrie  
2761 Appaloosa Trail  
Wellington, Florida  
33414

QUANTITY	DESCRIPTION	PRIZE	TOTAL
1	Training Fee October New Berry	1000. (2000/2)	1000.00EUR
1	Feed and Bedding.	700.	700.00 EUR
1	Groom Services.	900.	900.00 EUR
1.	MANURE.	50	50.0EUR
1	Osteophath	220.	220EUR
1	FARRIER	350	350EUR
1	Stall Rent (Florida)	300. (600/2)	600EUR

PAYMENT DETAILS:

Subtotal 3820EUR

Total 3820EUR

TD BANK

12280 Southshore Blvd Wellington, FL,33414.

( USD=4521,12 )

USA Account #: [REDACTED] 9572  
Routing Number: [REDACTED] 4822



# TORREY PINES

TORREY PINES STABLE FLORIDA CORP.

DATE: 17 DECEMBER  
2020

Invoice n° 20 - 01732

OUR COMPANY:

2675 Sheltingham Drive  
33414 FL Wellington  
USA

info.torreypines@gmail.com

BILL TO:

Margaret Guthrie  
2761 Appaloosa Trail  
Wellington, Florida  
33414

*pd full amount*

QUANTITY	DESCRIPTION	PRIZE	TOTAL
1	Training Fee December NIKKA NEW BERRY	2000 (4000/2)	2000.00EUR
1	Feed and Bedding.	1400	1400 EUR
1	Groom Services.	1800.	1800EUR
1.	MANURE.	100	100EUR
1.	FARRIER	300	300EUR
1	Stall Rent (Florida) 2 Horses	1600/2	800 EUR

PAYMENT DETAILS:

Subtotal 6400EUR

Total 6400EUR

TD BANK

12280 Southshore Blvd Wellington, FL,33414.

(USD=7778.24\$)

USA Account #: [REDACTED] 9572

Routing Number: [REDACTED] 4822



# TORREY PINES

TORREY PINES STABLE FLORIDA CORP.

DATE: 17 DECEMBER  
20

Invoice n° 20 - 01732

OUR COMPANY:

2675 Sheltingham Drive  
33414 FL Wellington  
USA  
info.torreypines@gmail.com

Margaret Guthrie  
61 Appaloosa Trail  
Wellington, Florida  
414

QUANTITY	DESCRIPTION	PRIZE	TOTAL
1	Training Fee December NIKKA NEW BERRY	2000 (4000/2)	2000.00EUR
1	Feed and Bedding.	1400	1400 EUR
1	Groom Services.	1800.	1800EUR
1.	MANURE.	100	100EUR
1.	FARRIER	300	300EUR
1	Stall Rent (Florida) 2 Horses	1600/2	800 EUR
			6400EUR
			6400EUR

12280 Southshore Blvd Wellington, FL,33414.

( USD=7778.24\$)

USA Account # [REDACTED] 9572  
Routing Number: [REDACTED] 4822

A319



# TORREY PINES

*U. K. - do*

TORREY PINES STABLE FLORIDA CORP.

DATE: 21 January 2021

Invoice n° 21 - 0002

OUR COMPANY:

2675 Sheltingham Drive  
33414 FL Wellington  
USA

info.torreypines@gmail.com

BILL TO:

Margaret Guthrie  
2761 Appaloosa Trail  
Wellington, Florida  
33414

NOT A CERTIFIED COPY

QUANTITY	DESCRIPTION	PRIZE	TOTAL
1	Training Fee December NIKKA NEW BERRY	2000 (4000/2)	2000.00EUR
1	Feed and Bedding.	1400	1400EUR
1	Groom Services.	1800	1800EUR
1.	MANURE.	100	100EUR
2.	FARRIER	600	600EUR
1	Stall Rent (Florida) 2 Horses	1600/2	800 EUR
1	VET expenses	750	750 EUR

Subtotal 7450 EUR

PAYMENT DETAILS:

Total 7450 EUR

TD BANK

12280 Southshore Blvd Wellington, FL,33414.

(USD=9062,10\$)

USA Account #: [redacted] 9572  
Routing Number: [redacted] 4822

A141

# EXHIBIT “D”

NOT A CERTIFIED COPY

Euro Horse bvba - Axel Verlooy  
 Troon 22  
 2280 Grobbendonk  
 Belgium

Tel. +32 (0)14 50 10 47  
 Fax. +32 (0)14 50 09 82  
 Mob. +32 (0)475 23 26 40  
 E-mail: info@eurohorse.be

KLANT - CUSTOMER

Torrey Pines Stables Florida Corp  
 2675 Sheltingham Dr  
 Wellington, fl, 33414  
 USA

BTW-VAT N°	FACTUUR-INVOICE	DATUM-DATE	VERVALDATUM-DUE DATE
	2020099	1/10/2020	15/10/2020

OMSCHRIJVING-DESCRIPTION	AANT-QTY	PRIJS-PRICE	EXCL BTW-VAT
One horse " Nikka Van de Bisschop " 2013 Bay Mare Chipnummer: [REDACTED] 3362	1		375 000,00 €
SUBTOTAAL - SUBTOTAL			375 000,00 €
TE BETALEN - TOTAL DUE			375 000,00 €

*Factuurvoorwaarden: Te betalen binnen 14 dagen / Invoice terms: Payment due within 14 days*

BTW: BE 436.084.977  
 H.R Turnhout 61.175.  
 BNP Paribas Fortis Bank  
 Herentals Belgium

Account NR: [REDACTED] 68-84  
 IBAN NR: [REDACTED] 6884  
 BIC CODE: [REDACTED]

# EXHIBIT “E”

NOT A CERTIFIED COPY



**BILL TO:**

REIN FAMILY LLC  
2908 Cone Manor Lane  
Raleigh, NC, 27613

2675 Sheltingham Drive  
33414 FL Wellington  
USA  
info.torreypines@gmail.com  
Phone: +15613736100

QUANTITY	DESCRIPTION	PRIZE	TOTAL
1.	Horse sale 50 % Nikka Vd Bisschop	425000USD	425000USD
	MICROCHIP N°: [REDACTED] 3362		
	Expenses.	100000USD	100000USD

525000 USD

NOT A CERTIFIED COPY

# EXHIBIT “F”

NOT A CERTIFIED COPY

Vista Previa Archivo Edición Visualización Ir Herramientas Ventana Ayuda

REIN FAMILY LLC INV 21 00043.pdf (página 1 de 2)

# TORREY PINES

Little Creek Investments INC

DATE: 1 DECEMBER 2021 Invoice n° 21 - 0043 OUR COMPANY:  
 2675 Sheltingham Drive  
 33414 FL Wellington  
 USA  
 info.torreypines@gmail.com  
 Phone: +34660579696

**BILL TO:**  
 REIN FAMILY LLC 2908  
 Cone Manor Lane  
 Raleigh, NC,27613

QUANTITY	DESCRIPTION	PRIZE	TOTAL
1.	45% NIKKA VD BISSCHOP. BAY MARE WITH MICROCHIP N° [REDACTED] 3362	2,270,000 USD.	2,270,000 USD.

NOT A CERTIFIED COPY

IN THE CIRCUIT COURT OF THE FIFTEENTH JUDICIAL CIRCUIT  
IN AND FOR PALM BEACH COUNTY, FLORIDA  
CIVIL DIVISION

STONE RIDGE FARMS, LLC,

Plaintiff,

v.

Case No.: 23-CA-\_\_\_\_\_

TORREY PINES STABLE FLORIDA  
CORP. and ERIC LAMAZE,  
Defendants.

\_\_\_\_\_ /

**COMPLAINT**

Plaintiff, STONE RIDGE FARMS, LLC, by and through its undersigned counsel, sues Defendants, TORREY PINES STABLE FLORIDA CORP. and ERIC LAMAZE, and alleges the following.

1. This is an action for damages in excess of \$50,000.00, exclusive of costs and attorneys' fees.

2. Plaintiff, STONE RIDGE FARMS, LLC ("STONE RIDGE"), is a foreign limited liability company with its principal place of business in Alberta, Canada.

3. Defendant, TORREY PINES STABLE FLORIDA CORP. ("TORREY PINES"), is a for-profit Florida corporation with a principal place of business in Palm Beach County, Florida, that was administratively dissolved by the Florida Department of State, Division of Corporations, on September 23, 2022.

4. Defendant, ERIC LAMAZE ("LAMAZE"), is an individual who resides in Palm Beach County, Florida.

5. LAMAZE is a well-known horse show jumper and horse trainer who was named to the Canadian Equestrian Team in 1992 and represented Canada in multiple World Championships from 1994 through 2018. LAMAZE won a gold medal at the 2008 Olympic Games and helped the Canadian Equestrian Team win the silver medal that year. LAMAZE won the individual bronze medal at the 2016 Olympic Games.

6. LAMAZE formed TORREY PINES in 2014. TORREY PINES purports to be “a leading international show jumping training and sales business.” Upon information and belief, LAMAZE is the sole owner of TORREY PINES.

7. In 2015, Kara Chad and Bretton Chad, the principals of STONE RIDGE, and their father, Robert Chad, joined with TORREY PINES and LAMAZE in various business transactions related to the show jumping industry. Robert Chad, his daughters and LAMAZE shared a close relationship during this period of time wherein LAMAZE trained Robert Chad’s daughters to compete at the highest levels of equestrian competition.

8. Within the scope of this relationship, STONE RIDGE engaged LAMAZE to locate an acceptable horse for Bretton Chad to use in show jumping competitions. LAMAZE accepted this engagement from STONE RIDGE and coordinated the search for a suitable horse for STONE RIDGE. LAMAZE led STONE RIDGE to believe that he was acting solely as agent for STONE RIDGE in conjunction with the assignment to locate a horse for STONE RIDGE.

9. Eventually, LAMAZE located a horse, a 2006 Bay Gelding named “Bright”, at Ashford Farm in Belgium. LAMAZE advised STONE RIDGE that Bright was a good showjumping horse and suitable for STONE RIDGE’s purposes. Accordingly, LAMAZE

recommended that STONE RIDGE purchase Bright and pay to Ashford Farms the EUR 625,000 asking price for the horse.

10. Based on the close relationship of trust and confidence that STONE RIDGE then reposed in LAMAZE, as well as his experience as a world class horseman, STONE RIDGE relied on his representations that EUR 625,000 was a fair and reasonable price for the horse.

11. Therefore, based solely upon LAMAZE's recommendation, STONE RIDGE purchased Bright from Ashford Farms for EUR 625,000. A true and correct copy of the Bill of Sale for STONE RIDGE's purchase of Bright is attached hereto as **Exhibit A**.

12. As a part of its purchase of Bright, STONE RIDGE paid a commission in the amount of EUR 62,500.00 to TORREY PINES for LAMAZE's work in procuring the horse. A true and correct copy of the invoice for TORREY PINES' commission is attached hereto as **Exhibit B**.

13. LAMAZE never informed STONE RIDGE that either he or TORREY PINES would also receive a commission or other compensation from Ashford Farms for the sale of Bright to STONE RIDGE prior to (or after) STONE RIDGE's purchase of the horse. In fact, STONE RIDGE assumed that LAMAZE represented only STONE RIDGE in conjunction with its purchase of Bright and acted solely in the best interests of STONE RIDGE in connection with the transaction.

14. STONE RIDGE's assumption that LAMAZE worked solely for STONE RIDGE in conjunction with its purchase of Bright was entirely reasonable based on STONE RIDGE's relationship with LAMAZE and consistent with standard industry practices at the time of the purchase, as well as today.

15. Furthermore, STONE RIDGE's assumption was supported by Florida law relating to the purchase and sale of horses. Pursuant to Chapter 5H-26 of the Florida Agriculture Code, a person acting as a dual agent in a transaction involving the sale or purchase of an interest in a horse is required to obtain the written consent of both the Purchaser and the Owner of the subject horse prior to receiving a commission for the transaction. Rule 5H-26.003, Florida Agriculture Code.

16. Unfortunately, Bright was not the horse that LAMAZE represented him to be. STONE RIDGE entered Bright into multiple competitions from 2016 through 2019, but Bright's performance was dismal at best.

17. After four years of attempting to work with Bright to become a successful competition horse, STONE RIDGE eventually sold Bright to a third party for GBP 8,000.00 on or about June 2020, significantly less than the EUR 625,000 it had paid four years prior.

18. In September of 2021, STONE RIDGE discovered, for the first time, that LAMAZE and/or TORREY PINES had **also** received a commission from Ashford Farms for STONE RIDGE's purchase of Bright in 2015, in addition to the EUR 62,500.00 commission STONE RIDGE had paid LAMAZE and/or TORREY PINES.

19. Upon information and belief, the commission that LAMAZE and/or TORREY PINES received from Ashford Farms was substantial, amounting to as much as half of the amount that STONE RIDGE paid for Bright.

20. Upon information and belief, but for the undisclosed commission that Ashford Farms paid LAMAZE and/or TORREY PINES, the sales price for Bright would

have been significantly less than the EUR 625,000 that STONE RIDGE ultimately paid, at the urging of LAMAZE and/or TORREY PINES.

21. All conditions precedent to the filing of this action have occurred, have been performed by STONE RIDGE, or have been waived.

**COUNT I – FRAUDULENT MISREPRESENTATION**

22. STONE RIDGE realleges the allegations in paragraphs 1 through 21 above as if fully incorporated herein.

23. This is an action for fraudulent misrepresentation.

24. LAMAZE, individually and on behalf of TORREY PINES, made false statements to STONE RIDGE relating to the value of Bright. Specifically, LAMAZE communicated to STONE RIDGE that it should purchase Bright for EUR 625,000.00 because Bright would be an effective showjumping horse for STONE RIDGE.

25. LAMAZE knew that his statements were false when he made them to STONE RIDGE. LAMAZE made the statements to STONE RIDGE in order to induce STONE RIDGE to purchase Bright so that LAMAZE and/or TORREY PINES could recover a sales commission from STONE RIDGE in addition to the substantial commission that LAMAZE and/or TORREY PINES received from Ashford Farms.

26. STONE RIDGE reasonably relied upon the statements made by LAMAZE and TORREY PINES when it decided to purchase Bright for the purchase prices of EUR 625,000.00.

27. As a result of STONE RIDGE's reliance upon the false statements made by LAMAZE and TORREY PINES, STONE RIDGE sustained damages.



28. As the manager, member, agent and/or representative of TORREY PINES, LAMAZE is individually liable for any fraudulent misrepresentation by TORREY PINES, because he individually and personally participated directly in this tortious conduct.

29. STONE RIDGE reserves its rights to seek an award of punitive damages against LAMAZE and/or TORREY PINES upon the requisite showing pursuant to Section 768.72, Florida Statutes.

WHEREFORE, Plaintiff, STONE RIDGE FARMS, LLC, demands judgment against Defendants, TORREY PINES STABLE FLORIDA CORP. and ERIC LAMAZE, individually, jointly and severally, for damages, costs, and such further relief as this Court deems just and proper.

### **COUNT II – FRAUDULENT CONCEALMENT**

30. STONE RIDGE realleges the allegations in paragraphs 1 through 21 above as if fully incorporated herein.

31. This is an action for fraudulent concealment and/or fraud by omission.

32. LAMAZE, individually and on behalf of TORREY PINES, concealed material information from STONE RIDGE to induce STONE RIDGE to purchase Bright and pay a commission to TORREY PINES in connection with that purchase.

33. Specifically, LAMAZE failed to communicate material information to STONE RIDGE regarding the condition and/or capabilities of Bright, as well as the fact that LAMAZE and/or TORREY PINES would receive a second commission from the seller of the horse if STONE RIDGE completed its purchase.

34. Furthermore, upon information and belief, the commission that LAMAZE and/or TORREY PINES ultimately received from the seller of the horse was substantial,

amounting to as much as half of the amount that STONE RIGE ultimately paid for the horse.

35. LAMAZE never communicated that he and/or TORREY PINES would receive a second commission from the seller of the horse, before or after STONE RIDGE completed the purchase of the horse.

36. At the time that the concealments occurred, LAMAZE knew or should have known that STONE RIDGE was relying upon his representations in connection with its purchase of Bright.

37. STONE RIDGE reasonably and justifiably relied on the information that LAMAZE provided, as well as the information he intentionally failed to provide, in connection with its purchase of the horse. Such information was material and should have been disclosed to STONE RIDGE by LAMAZE.

38. Had LAMAZE informed STONE RIDGE about all the facts that he concealed from STONE RIDGE it would not have completed its purchase of Bright for EUR 625,000.

39. The intentional concealment and/or nondisclosure of material facts by LAMAZE induced STONE RIDGE to purchase the horse.

40. STONE RIDGE has sustained damages as a result of the intentional omission and concealment of material facts by LAMAZE on behalf of TORREY PINES.

41. As the manager, member, agent and/or representative of TORREY PINES, LAMAZE is individually liable for any fraudulent concealment and/or fraud by omission by TORREY PINES, because he individually and personally participated directly in this tortious conduct.

42. STONE RIDGE reserves its rights to seek an award of punitive damages against LAMAZE and/or TORREY PINES upon the requisite showing pursuant to Section 768.72, Florida Statutes.

WHEREFORE, Plaintiff, STONE RIDGE FARMS, LLC, demands judgment against Defendants, TORREY PINES STABLE FLORIDA CORP. and ERIC LAMAZE, individually, jointly and severally, for damages, costs, and such further relief as this Court deems just and proper.

Dated this 3<sup>rd</sup> day of April 2023.

Respectfully submitted,

**DENTONS COHEN & GRIGSBY P.C.**

*/s/ Marshall P. Bender*

JOSHUA A. HAJEK

Florida Bar No. 0935441

MARSHALL P. BENDER

Florida Bar No. 0071474

Mercato – Suite 6200

9110 Strada Place

Naples, Florida 34108

Telephone: (239) 390-1900

Facsimile: (239) 390-1901

E-mail: [joshua.hajek@dentons.com](mailto:joshua.hajek@dentons.com)

E-mail: [marshall.bender@dentons.com](mailto:marshall.bender@dentons.com)

Secondary E-Mail: [renee.ricci@dentons.com](mailto:renee.ricci@dentons.com)

Bright

A334



# ASHFORD FARM

*Vosheuvelstraat 46 - 3950 Bocholt - Belgium*

27th May 2015.

**BILL OF SALE:**

Ashford Farm SPRL Vosheuvelstraat 46 Bocholt Belgium, (herein referred to as "SELLER"), hereby sells transfers and delivers Stone Ridge Farms LLC, United States, (herein referred to as "BUYER") 100 percent of ownership of the horse described below for the amount of 625,000.00 Euro.

**DESCRIPTION OF THE PROPERTY:**

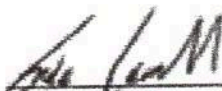
"Bright" by Vittorio x Ircolando 2006 Bay Gelding Microchip 528210000839330

BUYER agrees that the PROPERTY has been fully inspected by BUYER and BUYER'S veterinarian or that the BUYER has waived the opportunity to conduct such an inspection.

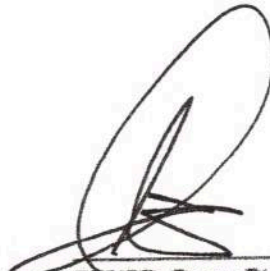
BUYER hereby acknowledges receipt of registration papers for the PROPERTY in such form as is necessary to transfer registration of the PROPERTY to the BUYER.

SELLER shall in no event be liable for any consequential or incidental damages suffered by BUYER or any other person. BUYER agrees to indemnify and hold SELLER harmless from claims by any person arising out of events occurring after the date of delivery indicated above.

NOTA CERTIFIED COPY



SELLER - Ashford Farm SPRL  
Enda CARROLL  
Vosheuvelstraat 46  
Bocholt 3950,  
Belgium.



BUYER- Stone Ridge Farms LLC

United States.

A156

EXHIBIT A



Vosheuveelstraat 46 - 3950 Bocholt - Belgium

A335

Stone Ridge Farms LLC,

United States

N° TVA	ECHEANCE
Export	27th May 2015

A RAPPELER LORS DU PAIEMENT			
<b>FACTURE / INVOICE</b>			
CLIENT	C52	DATE	27th May 2015
N°			2015/046

DESCRIPTION	AMOUNT
<p>Sale of Horse 100%</p> <p><b>Name of horses</b> Bright by Vittorio x Ircolando</p> <p>2006 Bay Gelding</p> <p>Microchip 528210000839330</p> <p style="text-align: right;">Price in Euros</p> <p>Exonération TVA Belge - Article 39 bis, § 1, 1° CTVA</p>	€ 625,000.00

TOTAL WITHOUT VAT	€ 625,000.00
VAT 21%	EXPORT

<b>TOTAL</b>	<b>€ 625,000.00</b>
--------------	---------------------

Ashford Farm SPRL - Vosheuveelstraat 46 - 3950 Bocholt - Belgium  
 BELFIUS IBAN : BE24 0688 9857 0338 - BIC : GKCCBEBB  
 RPM / TVA BE 0832.872.682 (VAT)  
 Bank Address Stalenstraat 187/1 Genk, 3600 Belgium.

A157

**Torrey Pines Stable Florida Corp**

2675 Sheltingham Dr.  
Wellington, FL, 33414

Phone # 5616018245

Invoice  
**A336**

Date	Invoice #
6/27/2015	15-0702

Bill To
Stone Ridge Farms LLC 4227 britannia dr SW T2S1J4, calgary Canada

P.O. No.	Terms	Project

Quantity	Item	Description	Amount
0.1	Commission	BRIGHT	62,500.00
<b>Total</b>			EUR 62,500.00

NOT A CERTIFIED COPY

**A158**

**EXHIBIT B**

**COURT FILE NO.:** CV-10-409601  
**RELEASED:** 2019/05/03

**SUPERIOR COURT OF JUSTICE - ONTARIO**

**RE:** Iron Horse Farm Inc. v. Torrey Pines Stable Inc. and Eric Lamaze

**BEFORE:** Master Graham **HEARD:** May 1, 2019

**COUNSEL:** Jerome Morse and David Trafford for the plaintiff

Timothy Danson for the defendants

**ENDORSEMENT**

(Re: costs of plaintiff's motion to compel defendant's attendance at examination)

- [1] On March 11, 2019, the plaintiff brought a motion before me to compel the defendant Eric Lamaze to attend to be examined for discovery. On that date, counsel for the defendants submitted, consistent with various previous written communications, that Mr. Lamaze was experiencing very serious health problems, and counsel was uncertain as to whether, and if so when, he would be able to attend to be examined. Over plaintiff's counsel's objection, I adjourned the motion to May 1, 2019 on the term that by April 24, 2019, Mr. Lamaze's counsel provide medical evidence with respect to Mr. Lamaze's capacity to be examined, unless he could commit to producing Mr. Lamaze to be examined on a mutually acceptable date.
- [2] At the March 11, 2019 hearing, with the consent of the defendants, I also extended the deadline for the plaintiff to set the action down for trial. Finally, I struck various paragraphs from a letter attached as an exhibit to the responding affidavit filed by the defendants.
- [3] Mr. Lamaze attended to be examined for discovery on April 5, 2019, so the substance of the motion originally before me, being an order to compel his attendance, has been resolved. The only outstanding issue is the costs of the motion.
- [4] On March 21, 2019, the plaintiff served a further affidavit from David Trafford sworn March 20, 2019 ("the second Trafford affidavit"). Subsequent to Mr. Lamaze's examination, Mr. Danson responded to the second Trafford affidavit by letter of April 11, 2019 ("the Danson letter"). The second Trafford affidavit was formally served with the plaintiff's supplementary motion record on April 22, 2019. On April 25, 2019, the defendants served their supplementary responding record containing a further affidavit from Marjan Delavar ("the second Delavar affidavit"), to which Mr. Danson's April 11, 2019 letter was made an exhibit.

- [5] The crux of the dispute with respect to the costs of the plaintiff's motion is that, after Mr. Danson sent various correspondence in which he stated how severe and debilitating Mr. Lamaze's health problems were, and made similar representations at the March 11, 2019 hearing, the plaintiff discovered that Mr. Lamaze participated in equestrian competitions in Florida on January 31, 2019 and March 13, 14 and 16, 2019. Proof of Mr. Lamaze's involvement in these competitions, which he does not deny, is contained in the second Trafford affidavit and in the affidavit of Brad Robinson, a private investigator in Florida. The plaintiff submits that this information with respect to Mr. Lamaze's level of activity warranted the preparation and delivery of the second Trafford affidavit to rebut any further submission that he was not capable of attending an examination for discovery.
- [6] The plaintiff relies on the second Trafford affidavit to argue that the defendants were sufficiently misleading in their description of the effect of Mr. Lamaze's health problems on his ability to attend to be examined for discovery that it should recover solicitor and client costs of the motion, including the disbursement of \$2,247.61 for the investigation conducted in Florida, in the total amount of \$32,972.14. In the alternative, the plaintiff seeks partial indemnity costs of \$20, 972.12.
- [7] The defendants rely on the second Delavar affidavit to argue that the second Trafford affidavit constituted an attack on Mr. Danson's personal and professional integrity, and that Mr. Lamaze's participation in the various equestrian competitions in which he was observed was not inconsistent with his illness. The plaintiff seeks to strike portions of the Delavar affidavit on the basis that Ms. Delavar does not have first-hand knowledge of the matters deposed, and some of the affidavit's contents are double or triple hearsay.
- [8] On October 4, 2017, the plaintiff's current counsel first proposed a timetable to include a deadline for examinations for discovery, and then sent a series of letters seeking dates for examinations beginning January 11, 2018, to none of which defendants' counsel responded in writing until January 9, 2019. Plaintiff's counsel therefore acted reasonably in bringing the motion, which resulted in the April 24, 2019 deadline for the defendants to provide medical evidence with respect to Mr. Lamaze's capacity to be examined, and ultimately, his examination on April 5, 2019. The plaintiff should therefore recover some costs for its motion.
- [9] There are three issues to be resolved with respect to the costs:
1. Whether any portion of the second Delavar affidavit should be struck.
  2. Whether costs recoverable by the plaintiff should be on a solicitor and client or a partial indemnity basis.
  3. The quantum of any such costs.



**1. Whether any portion of the second Delavar affidavit should be struck.**

- [10] As stated above, the plaintiff submits that the second Delavar affidavit should be struck because it contains almost no first-hand evidence from Ms. Delavar and also includes the Danson letter as an exhibit. In the alternative, the plaintiff submits that paragraph 9 of the affidavit, which refers to the Danson letter, the Danson letter (exhibit D), and various text and email messages between Mr. Danson and various individuals including Mr. Lamaze (exhibit E), should be struck.
- [11] Rule 39.01(4) states: “An affidavit for use on a motion may contain statements of the deponent’s information and belief, if the source of the information and the fact of the belief are specified in the affidavit”. However, although this rule allows for hearsay evidence on a motion, it does not allow for the deponent to present as evidence information provided to her informant by a third party.
- [12] My ruling on the costs of the plaintiff’s motion does not warrant a lengthy analysis of the second Delavar affidavit to determine which specific portions should or should not be struck. I will disregard the Danson letter because much of it includes information received from various other individuals, which constitutes double hearsay. Ms. Delavar has reviewed the text and email messages in exhibit E, and confirms that they all came from Mr. Danson’s phone, so I will consider these communications in making this ruling.

**2. Whether costs recoverable by the plaintiff should be on a substantial indemnity or a partial indemnity basis.**

- [13] As stated, the plaintiff submits that the defendants provided misleading information with respect to Mr. Lamaze’s limitations arising from his illness and therefore should be required to pay the costs of this motion on a solicitor and client basis. For example, in his letter of January 14, 2019, Mr. Danson described Mr. Lamaze as “fighting for his life”, having “an aggressive brain tumour”, and “undergoing aggressive and debilitating cancer treatment”. At the March 11, 2019 hearing, Mr. Danson stated that he was having a problem getting instructions from Mr. Lamaze, who was being treated for a brain tumour, it was almost impossible to reach him, and on a recent occasion when they were in contact, they did not have a comprehensible conversation.
- [14] The first text message from Mr. Lamaze that refers to his illness is dated May 15, 2018, in which he states “I’m in bed at 7 these days”, “I’m seeing doctors many of them trust me the best”, and “I’m still fighting will continue to do so *the one thing that I can’t get to do yet is gather my self to close my life*” [emphasis added].
- [15] Mr. Danson received no reply to text messages sent to Mr. Lamaze in May, June and September, 2018, and on January 30, 2019, and on February 4, 2019 when he referred to “court commitments”. He does not dispute that Mr. Lamaze participated in an equestrian event on January 31, 2019, but submits that his ability to complete a 70 second ride (as shown on a video found on a Facebook page), does not accurately reflect the state of his health in February, 2019.

- [16] On February 19, 2019, Mr. Lamaze sent a text message to Mr. Danson which includes the following statements:
- “my life was in great danger”.
  - “2018 was the worst year of my life I was lucky to have the best doctors in europe well it did cost so far 3 million euro and not finished . . .”
  - “I’m in Europe getting treatment this week not for the cancer but complication from all the drug it took to beat this.”
  - “I’m getting a blood transfusion because mine is no good I had problem with walking and was passing out all the time”
  - “anyway sorry for me having remove my self from everyone I couldn’t handle it please accept my apology for that I will for sure have a short life”
  - “as far as my riding career is concern it was over but yesterday I receive some good news on that the drug that I will be on are ok with Wada”
- [17] It is clear from Mr. Lamaze’s text message of February 19, 2019 to Mr. Danson that he was suffering from a life-threatening illness and that he was in a weakened state as a result of a combination of his illness and treatment-related complications. Based on these statements from Mr. Lamaze, Mr. Danson’s reluctance to commit to a date for an examination for discovery was understandable. However, given Mr. Lamaze’s demonstrated ability to participate in equestrian events on three separate days less than a month later (March 13, 14 and 16, 2019), it was incumbent on him to provide his own evidence as to his health and any resulting limitations during the period subsequent to the inception of the motion. He was present in Toronto with his counsel for his examination for discovery on April 5, 2019, with knowledge of the second Trafford affidavit, and thus had the opportunity to provide first-hand responding evidence but failed to do so. The evidence from the text messages in the second Delavar affidavit provide a partial but incomplete picture of the state of Mr. Lamaze’s health during the relevant period.
- [18] In order for a party to recover substantial indemnity costs, (or solicitor and client costs as sought by the plaintiff), the Supreme Court of Canada has held that the opposing party must have engaged in conduct that is “reprehensible, scandalous or outrageous” (*Hamilton v. Open Window Bakery Ltd.*, 2004 SCC 9, at para. 26; *Young v. Young*, [1993] 4 S.C.R. 3). The issue is whether the defendants’ conduct meets that description.
- [19] Mr. Lamaze is suffering from a serious illness for which he has taken extensive treatment, and the treatment itself has necessitated further treatment. For much of the time since the onset of his illness, apparently in May, 2018, he has not been responsive to his lawyer’s communications. Mr. Danson also attempted to contact him, or at least obtain information as to his condition, through mutual acquaintances. Given the severity of Mr. Lamaze’s illness, it is understandable that he had priorities beyond responding to his lawyer’s messages.

- [20] During the period in question, there was limited communication between Mr. Danson and Mr. Lamaze, with reasonable justification, as stated. Mr. Lamaze did not see fit to tell Mr. Danson about his participation in the equestrian event in Florida on January 31, 2019, which I can infer was attributable to the fact that when he communicated with him on February 19, 2019, he was in Europe taking more treatment. On or about February 15, 2019, Mr. Danson apparently learned from the equestrian Ian Millar that Mr. Lamaze had “recently competed” (this appears to be a reference to the January 31, 2019 event), but did not refer to this during the March 11, 2019 hearing. This failure is mitigated by the fact that as of that date, it appears that the last that Mr. Danson had heard from Mr. Lamaze is that he had been passing out frequently and was in Europe taking more treatment.
- [21] The fact that Mr. Lamaze had returned to Europe for treatment in February, 2019 indicates that he was still suffering from the effects of his illness and/or the treatment that he was taking for it. However, by March 13, 2019, two days after the hearing of the motion, he competed on the first of three days of equestrian competition, in one of which (March 14) he rode three times. The fact that he felt well enough to do this would at least suggest that he was capable of attending at an examination for discovery, and he should have informed Mr. Danson so that a date could have been scheduled.
- [22] Considering Mr. Lamaze’s severe health problems and the fact that he has now attended to be examined voluntarily, well before the May 1, 2019 hearing date, the fact that he failed to communicate with his lawyer regarding the equestrian competitions in March does not amount to conduct that is “reprehensible, scandalous or outrageous”. In addition, it is appropriate to consider the larger context of the action. Other mitigating factors from the defendants’ standpoint are (1) that Mr. Lamaze would have been examined on March 27, 2017 had the plaintiff’s previous counsel not cancelled his examination on four days notice, forcing him to cancel his flight to Toronto, (2) the March 11, 2019 motion date was scheduled without consulting Mr. Danson, a date not convenient to him that required him to rearrange his schedule, and (3) on March 11, 2019 and on previous occasions, the defendants have accommodated the delays in the matter by consenting to an extension of the deadline for setting this 2010 action down for trial.
- [23] I therefore conclude that costs should be assessed on a partial indemnity scale.

### **3. The quantum of costs.**

- [24] The fundamental principle with respect to awards of costs is set out by the Court of Appeal in *Boucher v. Public Accountants Council* (2004), 71 O.R. (3d) 291 at paragraph 26:

. . . The express language of rule 57.01(3) makes it clear that the fixing of costs is not simply a mechanical exercise. In particular, the rule makes clear that the fixing of costs does not begin and end with a calculation of hours times rates. The introduction of a costs grid was not meant to produce that result, but rather to signal that this is one factor in the assessment process, together with the other factors in rule 57.01. Overall, as this court has said, the objective is to fix an amount that is fair and reasonable for the

unsuccessful party to pay in the particular proceeding, rather than an amount fixed by the actual costs incurred by the successful litigant.

- [25] The plaintiff seeks partial indemnity costs of \$20,972.12 consisting of \$17,699.15 for fees, \$2,300.89 for HST and \$2,972.08 for disbursements. As stated above, the amount for disbursements includes \$2,247.61 being the amount paid to the plaintiff's investigator in Florida converted to Canadian dollars.
- [26] Based on *Boucher, supra*, the issue is what amount is fair and reasonable for the defendants to pay as costs for this motion. The total fees of \$17,699.15 in the plaintiff's costs outline is excessive for a motion to compel the defendant's attendance at an examination for discovery, requiring two appearances of approximately two hours each, the second of which was exclusively to address the issue of costs. Further, there is duplication of effort between Mr. Morse and Mr. Trafford, given that the contents of Mr. Morse's original affidavit were then incorporated into Mr. Trafford's first affidavit, and that Mr. Morse and Mr. Trafford spent 20.4 hours and 37.8 hours respectively for preparation of materials for the hearing. Further, the factum filed by the plaintiff on March 11, 2019 was not properly served on the defendants and accordingly, the cost of preparing that factum should not be recoverable.
- [27] Taking these factors into account, a fair and reasonable amount for the plaintiff's costs of its motion, including HST, but not including disbursements, is \$10,000.00. Although the defendants' conduct in relation to the motion did not warrant an award of substantial indemnity costs, it was reasonable for the defendants to arrange the investigation conducted in Florida, and their recoverable disbursements should include the disbursement for that investigation.
- [28] For these reasons, the defendants shall pay the costs of this motion fixed at \$12,972.08 (\$10,000.00 + \$2,972.08) payable within 60 days.



MASTER GRAHAM

May 3, 2019

**COURT FILE No.:** CV-10-2078-0000 and CV-21-2489-0000

**DATE:** 2023 08 14

**SUPERIOR COURT OF JUSTICE - ONTARIO**

**RE:** Iron Horse Farm Inc., Plaintiff/Defendant to Counterclaim

**AND:**

Ainsley Erin Vince, also known as Ainsley VINCE carrying on business as Linden Ridge, Linden Ridge Limited, Marcie Vince and Trinity Farms, Defendants

**-AND BETWEEN-**

Ainsley Erin Vince and Linden Ridge Limited, Plaintiffs by Counterclaim

**AND:**

Iron Horse Farm Inc., Gregory Aziz and Irene Aziz, Defendants to Counterclaim

**-AND BETWEEN-**

Iron Horse Farm Inc., Plaintiff

**AND:**

Torrey Pines Stable Inc. and Eric Lamaze, Defendants

**BEFORE:** Kurz J.

**COUNSEL:** Jerome Morse and David Trafford, for the Plaintiff/ Defendant to Counterclaim

Timothy Danson, for the Defendants/ Plaintiffs by Counterclaim

**HEARD:** August 11, 2023

**ENDORSEMENT**

***Introduction***

[1] On July 31, 2023, Eric Lamaze and Torrey Pines Stable Inc. brought a motion before me to deal with answers/refusals at a discovery, leave to cross-examine a third party and to adjourn the trial in these combined actions. I did not proceed with the

motion because I required a factum for the first two subjects of the motion and because of questions regarding the true state of Mr. Lamaze's health; the ostensible reason for the adjournment request.

[2] In this endorsement, I set out the reasons that I dismiss the request for a trial adjournment. I also set out next steps in regard to this motion.

### **Background**

[3] Iron Horse Farm Inc. ("Iron Horse"), is a corporation that runs a horse stable. It brings two separate breach of contract actions related to the world of equestrian riding. The two actions are now joined, to be tried together or one after the other as directed by the trial judge.

[4] In the action against Eric Lamaze and his stable, Torrey Pines Stable Inc., ("Torrey Pines") Iron Horse alleges breach of contract, conversion and unjust enrichment regarding the sale of three horses. Iron Horse claims that the three horses are not of the quality represented to it by Mr. Lamaze. Mr. Lamaze and Torrey Pines deny the allegations.

### ***Rationale for the Motion to Adjourn***

[5] Mr. Lamaze's notice of motion dated July 12, 2023 offered the following rationale for his adjournment request:

The defendant, Eric Lamaze, (Torrey Pines) has been battling brain cancer for a number of years, which has now spread to his throat. Provided that his vitals are stable, Mr. Lamaze is scheduled to undergo a further surgery on or about July 11, 2023. Obtaining instructions is currently unattainable, but assuming that all goes reasonably well, taking into account his cognitive impairment, further time will be required to prepare for trial.

[6] In support of the request for adjournment Mr. Lamaze's counsel filed the affidavit of Marjan Delavar, a lawyer with his counsel's firm, dated July 12, 2023. Ms. Delavar offered a brief biography of Mr. Lamaze, an acclaimed champion equestrian. She stated that he was diagnosed with brain cancer in November 2017, but continued

to compete until September 12, 2021. She asserted that he has not ridden since then, but formally retired on March 30, 2022.

[7] Ms. Delavar stated that on or about June 12, 2023 “we” were informed by Mr. Lamaze that his cancer has spread to his throat. Surgery scheduled for June 30, 2023 was postponed until July 11, 2023. She opined, that “[a]s a result of our attempted communications with Mr. Lamaze, it is clear to us that Mr. Lamaze is despondent and cognitively impaired”. She then attached a chronology of Mr. Lamaze’s battle with cancer that “we” prepared in April 2022.

[8] Ms. Delavar’s affidavit included no medical reports or records. But it did include three photos which had been supplied to Mr. Lamaze’s counsel on his behalf. They purport to graphically show Mr. Lamaze’s disfigured face after surgery.

[9] Mr. Morse, counsel for Iron Horse, did not accept the representations in Ms. Delavar’s affidavit regarding Mr. Lamaze’s ill health. He was more than sceptical in light of the fact that Mr. Lamaze made similar claims in early 2019, in the hopes of adjourning his discovery. But he was later found to have been successfully involved in three separate equestrian events in Florida, on March 13, 14 and 16, 2019.

[10] On March 11, 2019, Iron Horse moved to compel Mr. Lamaze’s attendance at a discovery. In the face of claims regarding Mr. Lamaze’s ill-health, Master Graham expressed the need for Mr. Lamaze to prove that his medical condition was as dire as his counsel claimed on his behalf. Master Graham wrote the following in his March 11, 2019 endorsement:

It is not disputed that Mr. Lamaze has undergone treatment for a life-threatening medical condition, which could possibly affect his ability to attend to be cross-examined. However, if that is the case, his counsel acknowledges that he must provide medical evidence to that effect.

[11] In the face of Iron Horse’s motion, Mr. Lamaze did attend for his examination on April 5, 2019 without being ordered to do so. On May 3, 2019 Master Graham ordered Mr. Lamaze to pay costs of the motion to Iron Horse, but not at the scale

requested. Neither of Master Graham's endorsements makes reference to the filing of any medical reports that confirm the state of Mr. Lamaze's health.

[12] After receipt of Ms. Delavar's July 12, 2023 affidavit, Mr. Morse requested an electronic copy of the photo of Mr. Lamaze, so that he could check the metadata. Mr. Danson never did so. He originally objected to the request as being unseemly. In fact, he asked me to remove the photos from the record. I refused that request. Mr. Danson later stated that he was unable to provide an electronic copy of the photos as he had received them by Instagram. He asserted that the Instagram transmission effectively scrubbed the photos of their metadata.

[13] In the evening of July 25, 2023, Mr. Lamaze's counsel sent to Mr. Morse an unaddressed "To whom it concerns" medical report dated April 5, 2023. It was purportedly written in Dutch by Dr. Oulad Taib a neurosurgeon at the Chirec Cancer Institute in Brussels, Belgium. This report was forwarded to Mr. Danson by a representative on behalf of Mr. Lamaze, who is also apparently in Brussels.

[14] Suspicion was aroused because the website of the Chirec Cancer Institute describes the doctor as "Dr. Nordenyn Oulad Ben Taib". Further, the Chirac website lists Dr. Ben Taib's spoken languages as French, English and Arabic, not Dutch. There was also concern that the address on the report was incorrect.

[15] The contents of the purported Taib report raised even more suspicions. It stated that Mr. Lamaze had been diagnosed with a severe, inoperable brain tumor which required a form of chemotherapy to shrink it. It spoke of a "great risk of failure" and that eight doctors are looking after Mr. Lamaze. It concluded by stating:

I have been in contact with Mr. Lamaze since January 31. He's never been the same. We feel his reputation is ruined and suffering from mental distress. We can only go almost 3 months without proper nutrition and stress could be too late, he is confused and in pain that his condition has no consideration we will do what we can but he needs access to funds. Thank you so much, we can estimate that his chance today is 50/50.

[16] It seems incongruous that a neurosurgeon would opine regarding the state of Mr. Lamaze's reputation, mental distress, stress, nutrition and his financial status.



Equally questionable is the vague and unexplained “50/50” prognosis offered for what is apparently Mr. Lamaze’s chances of survival.

[17] Mr. Danson also produced another report under the letterhead of the Chirac Cancer Institute. It was undated and contained an illegible signature with no typed signing line (the “unidentified report”). The unidentified report only raised more suspicions. It stated that Mr. Lamaze “is a patient under my direct care as well as my colleagues at the Delta Chirec Cancer Institute, located in Brussels.” It stated that Mr. Lamaze had been diagnosed with a brain tumor called glioblastoma in 2017 and had been under “our care” ever since.

[18] The unidentified report continued, stating that Mr. Lamaze had been scheduled for a “high risk” craniotomy on August 11, 2023. The unknown author offered this pessimistic prognosis:

It is expected that Mr Lamaze will not be able to speak, quite possibly on a permanent basis and will also require a lengthy rehabilitation process that could exceed a year or more due to the severity of the tumor.

[19] The report concluded that Mr. Lamaze had been instructed to reduce all stress in order to retain the capacities necessary for surgery and recovery.

[20] Mr. Danson also produced a February 23, 2023 letter from a plastic surgeon named Axel de Vooght. Dr. de Vooght’s letterhead describes him as being with the Chirec Hospital but at a different address than the one in the unidentified report. It states that Dr. De Vooght has Mr. Lamaze in treatment. It adds that “[f]urther surgery (multidisciplinary team) is needed very soon to address his medical issue which is an evolutionary condition.”

### ***July 31, 2023 Attendance***

[21] After hearing from the parties on July 31, 2023, I adjourned the motion to August 9, 2023. I did so to allow for Mr. Danson to file a factum and counsel to arrive at a new litigation schedule for the portion of the motion dealings with undertakings and refusals as well as third-party cross-examination. I also adjourned the issue of a trial adjournment to the same date. In regard to that issue, I wrote:

Without making any finding about Mr. Lamaze's credibility, I can say that Mr. Morse's concerns are at least reasonable. Mr. Danson points out that he too wishes to obtain a report similar in format to the one sought by Mr. Morse as it will demonstrate the veracity of Mr. Lamaze's claims as to the urgent and grave state of his health.

[22] I further directed Mr. Danson to produce an up to date and signed medical report from one of Mr. Lamaze's surgical oncologists or other treatment doctors setting out Mr. Lamaze's 1) present conditions, 2) symptoms, 3) diagnosis, 4) prognosis and 5) future course of treatment (including any surgery). I required that the report be sent to both Mr. Danson and Mr. Morse.

### ***August 9, 2023 Attendance***

[23] On the return of this matter on August 9, 2023, Mr. Danson produced another report, ostensibly from a doctor at the Chirec Cancer Institute, which had been provided to him by a representative of Mr. Lamaze. That report was dated August 2, 2023. Its author was identified as Dr. Benoit Pirotte, a neurosurgeon at Chirac. It purported to be signed by Dr. Pirotte.

[24] The Dr. Pirotte report was in parts virtually identical to the unidentified report. However, the author offered the additional information that Mr. Lamaze was also diagnosed with "Laryngeal throat cancer which has attached itself to the larynx". The report stated that surgery on July 11, 2023 successfully removed parts of the tumor, but additional surgery will be required to remove the remaining tumor and try to repair the damage to Mr. Lamaze's vocal chords, which now leave him unable to speak. While surgery had been scheduled for August 4, 2023, Mr. Lamaze was found not to be sufficiently stable for the procedure.

[25] The final paragraph of the "Dr. Pirotte" report is almost identical to the of the unidentified Chirac doctor cited above. But it adds that:

Mr. Lamaze is at risk of never having the ability to communicate verbally again. Currently Mr. Lamaze is very ill. He is weak, despondent and cognitively impaired.

[26] The final sentence of the report is identical to that of the unnamed doctor, in the unidentified report. It cites Mr. Lamaze's need to reduce stress.

[27] I note that the signature in the "Dr. Pirotte" report does not match that of the unnamed Chirac doctor in the unidentified report. Further, while the signatory's return address in the two reports is virtually identical, the unknown doctor lists it as "Avenue Louise 284/1050 Brussels". "Dr. Pirotte" also lists his address as "Avenue Louise 284/1050" but describes his city as "Bruxelas".

[28] Because of Mr. Morse's continued concerns about the veracity of medical evidence offered on behalf of Mr. Lamaze and whether that evidence represented a fraud on the court, I encouraged counsel to attempt to contact Dr. Pirotte themselves by telephone, at the phone number set out at the Chirec Hospital website. They were unable to do so that day. They were told that he is on holidays despite the ostensibly scheduled surgery that week. In the circumstances, I adjourned the motion for two days, to today.

### ***August 11, 2023 Attendance***

[29] Today I was presented with two affidavits of David Trafford, a lawyer with Mr. Morse's firm, dated August 10 and 11, 2023. Mr. Trafford stated that Iron Horse had retained a Belgian investigator to determine the validity of the reports ostensibly authored by Dr. Taib and Dr. Pirotte.

[30] In his August 10, 2023 affidavit, Mr. Trafford exhibits an email and the signed report of a Belgian licenced private detective, Johan Coppens. It states that on August 10, 2023, Mr. Coppens, met with Dr. Oulad Ben Taib at the Chirec "Delta Hospital" in Brussels. Dr. Ben Taib confirmed to the investigator that the signature on his purported report is not his and that he does not speak the Dutch language.

[31] According to his report, the investigator then attended at the legal department at the Chirec Delta Hospital later that day. The investigator spoke to an employee at the legal department, who "confirmed" that the "documents of ***Dr. Oulad Taib*** and ***Dr. Benoit Pirotte*** are forged" [emphasis in original].

[32] The August 11, 2023 Trafford affidavit exhibited a letter from Aline De Walsche, in house legal counsel of the Chirec Hospital Group. The letter was addressed to the private detective, Mr. Coppens. The letter dated August 10, 2023, states that Dr. Ben Taib told Mr. De Walsche that his purported report “was a fraudulent document”.

[33] Ms. De Walsche added that she contacted Dr. Pirotte as well. Regarding his purported report, Dr. Pirotte stated, in French, with Ms. De Walsche’s translation, “It’s a fake. I never wrote this letter and moreover I have no memory of this patient. The signature is different from mine. I have never written on behalf of the Chirec Cancer Institute. Finally, when I write in English, I sign ‘Benoît JM PIROTTE MD PhD’”. The purported August 2, 2023 report is signed by “Dr. Benoit Pirotte”.

[34] Ms. De Walsche referred to the two alleged reports as “fraudulent acts”.

### ***Analysis***

[35] In light of the information set out above, I find that there are no grounds to adjourn the trial in these actions. I cannot find any of the evidence that Mr. Lamaze relies upon in requesting a trial adjournment to be either credible or reliable.

[36] I dismiss the portion of Mr. Lamaze’s motion in which he seeks an adjournment of the trial.

[37] Mr. Danson stated that in light of the revelations contained in the two recent Trafford affidavits, he would be moving to remove himself from the record. Any such motion shall be made to my attention. It may be made in writing. The motion shall comply with Rule 15.04(1) - (1.3), with the affidavit under seal and only the notice of motion served on Mr. Morse.

[38] Ricchetti J. has now appointed me case manager of these two actions. I will retain that role until and unless this matter goes to trial.

[39] I was going to conduct a settlement conference in the *Iron Horse v. Vince et al.* action in September, but I am not sure whether Mr. Danson will be removing himself

from the record in that matter. If he confirms that he will be willing to do so, I will schedule an attendance.

[40] Mr. Morse sought further relief, including a costs award of \$25,112.41, payable within 15 days, failing which Mr. Lamaze's pleadings will be struck. He also sought other deadlines for Mr. Lamaze to appoint new counsel if Mr. Danson is removed from the record. I agree with Mr. Danson that he has no instructions regarding that other relief and thus I will not deal with it.

[41] But because Mr. Morse and his client are entitled to know whether this matter will return to trial, and because both Mr. Morse and Mr. Danson have a busy trial schedule in September 2023, I adjourn the balance of this motion (including the scheduling of the undertakings/refusals motion) before me to August 31, 2023 at 10:00 a.m.

[42] However in order to ensure procedural fairness for Mr. Lamaze, I require Iron Horse to serve and file another notice of motion, returnable August 31, 2023, setting out the exact relief requested against Mr. Lamaze. In light of the further relief that is being sought, which is based on an argument that Mr. Lamaze has perpetrated a fraud on the court, I require that motion be accompanied by affidavit evidence that complies with Rule 39.04.

[43] Provided that the motion materials are served while Mr. Danson is on the record, they may be served on him.

[44] I have scheduled the motion on a date that I am scheduled to be on holiday in order to accommodate counsel. For that reason and to ensure that it will proceed on the date scheduled, Mr. Morse or Mr. Trafford will file a confirmation form at least two days prior to the scheduled date for the motion.

[45] Costs are reserved to that return date.

"Marvin Kurz J."

Electronic signature of Justice Marvin Kurz

**Date:** August 14, 2023

COURT FILE NOs.: CV-10-2078-0000 / CV-21-2489-0000

DATE: 20230731

**SUPERIOR COURT OF JUSTICE - ONTARIO****RE:** Iron Horse Farm Inc., Plaintiff/Defendant to Counterclaim**AND:**

Vince, Torrey Pines Stable Inc., Defendants/Plaintiffs by Counterclaim

**BEFORE:** Kurz J.**COUNSEL:** Jerome Morose and David Trafford, for Plaintiff/Defendant to Counterclaim

Timothy Danson, for the Defendants/Plaintiffs by Counterclaim

**HEARD:** July 31, 2023**ENDORSEMENT**

[1] This is a long motion for answers/refusals, leave to cross examine a third party, Karina Aziz, and to adjourn the trial in these combined actions. This endorsement applies to both CV-10-2078 and CV-21-2487.

[2] With regard to the refusals/undertakings and the third party examination, I will require a factum from Mr. Danson's clients.

[3] Regarding the trial adjournment, Mr. Lamaze represents through Mr. Danson that he is deathly ill with cancer and is being treated in a cancer clinic in Brussels. He says that he has already had surgery in July 2023 (and perhaps others in 2013; Mr. Danson is unsure) and is scheduled for further surgery next week. Mr. Morse is skeptical about Mr. Lamaze's claims. He points out that in 2019 he received similar representations about the state of Mr. Lamaze's health in anticipation of a discovery, only to find a video of him winning a show jumping competition around the same time.

[4] Without making any finding about Mr. Lamaze's credibility, I can say that Mr. Morse's concerns are at least reasonable. Mr. Danson points out that he too wishes to obtain

a report similar in format to the one sought by Mr. Morse as it will demonstrate the veracity of Mr. Lamze's claims as to the urgent and grave state of his health.

[5] I adjourn this motion to August 9, 2023 at 9:30 to be spoken to only with regard to the trial adjournment request. At that time, I will deal with scheduling for the balance of the motion. This attendance can be by Zoom.

[6] In the meantime, Mr. Danson will produce an up to date and signed medical report from one of Mr. Lamaze's surgical oncologists or other treatment doctors setting out Mr. Lamaze's 1) present conditions, 2) symptoms, 3) diagnosis, 4) prognosis and 5) future course of treatment (including any surgery). Any such report will be sent directly to Mr. Morse at the same time as to Mr. Danson. His email address is [jmorse@morseshannon.com](mailto:jmorse@morseshannon.com) If the report is not sent directly to Mr. Morse, Mr. Danson will provide him all metadata of the transmission of the report.

[7] When this matter returns we will discuss whether there are any venues to resolve the action regarding Ms. Vince et al.

[8] Costs reserved.

"Marvin Kurz J."

Electronic signature of Justice Marvin Kurz

**Date:** July 31, 2023



**COURT FILE NOs.:** CV-10-20780000/ CV-21-2489-0000  
**DATE:**20230809

**SUPERIOR COURT OF JUSTICE - ONTARIO**

**RE:** Iron Horse Farm Inc., Plaintiff/Defendant to Counterclaim

**AND:**

Vince, Torrey Pines Stable Inc., Defendants/Plaintiffs by Counterclaim

**BEFORE:** Kurz J.

**COUNSEL:** Jerome Morse and David Trafford, for the Plaintiff/ Defendant to Counterclaim

Timothy Danson, for the Defendant/ Plaintiffs by Counterclaim

**HEARD:** August 9, 2023

**AMENDED ENDORSEMENT**

[1] This matter returned before me today to deal with the issue of a trial adjournment because of Mr. Lamaze's medical condition. Mr. Danson has provided some medical reports since this matter was last before me on July 31, 2023. However, Mr. Morse continues to express doubts based on both Mr. Lamaze's past request for an adjournment of a discovery on medical grounds (after which he won a show jumping competition) and concerns that the addresses on medical reports that have been provided are not the real addresses of the medical centres from which they purportedly emanate.

[2] I have before me a medical report of Dr. Benoit Pirotte, a neurosurgeon, dated August 2, 2023. Dr. Pirotte offers information which is sufficient to grant the adjournment requested on consent. However because of the issues briefly cited above, Mr. Morse seeks further confirmation. He does not doubt that Dr. Pirotte is a neurosurgeon at the Chirec Cancer Institute in Brussels. He just questions whether the August 2, 2023 report is really that of Dr. Pirotte.

[3] Mr. Morse concurred with my suggestion that both counsel telephone Dr., Pirotte at the number set out online for the Chirec Cancer Institute, to confirm that the August 2, 2023 report is his. Mr. Danson is hesitant because he has no specific instructions from Mr. Lamaze and has been unable to obtain such instructions for some time.

[4] As I see it, a joint call to Dr. Chirec by counsel, in which I direct them only to confirm the genuineness of the August 2, 2023 report would not violate any confidentiality of Mr. Lamaze because the information is already before the court. The only issue is whether it was Dr Pirotte who wrote the report.

[5] Thus I direct counsel to telephone Dr. Pirotte, today if possible. They shall not request any information which is absent from the August 2, 2023 report. Rather they will only seek to confirm whether he wrote the report and whether it is accurate. They will then report to me. I will hold this matter down to allow the call to take place.

#### **Addendum**

[6] Counsel did attempt to contact Dr. Pirotte this morning. He is on vacation but they spoke to one of his assistants. They agreed to send him an email along with a copy of the purported August 2, 2023 report. They asked Dr. Pirotte to authenticate the report. It may take a few days to do that as he will not return from holidays until August 13, 2023. I will not be at court for the next four weeks after Friday, myself.

[7] This matter is adjourned to Friday August 11, 2023 at 9 by Zoom. At that time I will also deal with:

- a. Scheduling a pretrial of the *Iron Horse v Vincent* proceedings (action and counterclaim) before me.
- b. Scheduling the return of Mr. Danson's undertakings motion.

[8] Costs continue to be reserved.

"Marvin Kurz J."

Electronic signature of Justice Marvin Kurz

**Date:** August 9, 2023

**SUPERIOR COURT OF JUSTICE - ONTARIO****RE:** Iron Horse Farm Inc., Plaintiff(s)**AND:**

Torrey Pines Stable Inc. and Eric Lamaze, Defendant(s)

**BEFORE:** Kurz J.**COUNSEL:** Jerome Morse and David Trafford, for the Plaintiff(s)

Timothy Danson, for the Defendant(s)

**HEARD:** Tuesday September 5, 2023, via zoom**ENDORSEMENT**

[1] I have previously dismissed the portion of the Defendants' motion in which they sought an adjournment of the trial in this action. The Plaintiffs now seek their costs of that portion of the adjournment motion on a full indemnity basis. They argue that Mr Lamaze attempted to perpetrate a fraud on the court by filing three forged letters, which falsely purport to be medical reports regarding Mr. Lamaze's dire medical condition. Mr. Morse argues that if that fraud were not sufficiently egregious, Mr. Lamaze feigned end-stage cancer, which is an insult to all who have suffered from that dreaded malady. He did so only to avoid a "day of reckoning" in an action that was commenced more than ten years ago but has yet to reach trial.

[2] Mr. Danson had previously moved to be removed from the record. I expected to deal with that motion today. But he has chosen to remain on the record for the argument of this portion of the motion and to offer assistance to both Mr. Lamaze and the court in that regard. Mr. Lamaze is a long-standing client and friend of Mr. Danson and so he wishes to assist to ensure that Mr. Lamaze is at least aware of the proceedings and so that the court's processes are provided to Mr. Lamaze without delay. I add that he offered submissions in the hope of ameliorating the severity of my costs sanction.

[3] I agree with Mr. Morse's submission that this is an appropriate case for full indemnity costs. Mr. Lamaze attempted to obtain a result from the court based upon forged medical documents. That type of behaviour requires the most severe costs sanction.

[4] I accept the reasonableness and proportionality of Mr. Morse's full indemnity bill of costs, seeking \$32,400, and I so order.

[5] Mr. Morse asks that costs be paid within 15 days, failing which the Defendants' pleadings be struck. I agree that such a remedy is appropriate in the circumstances. I say that in light of Mr. Lamaze's egregious behaviour, and in order to protect the integrity of the court in the face of such conduct. But I find that 15 days is too short a period of time for payment, particularly in light of the fact that Mr. Lamaze is in Belgium and I cannot be certain of his finances at this time (each counsel makes representations, while admitting that they do not amount to evidence).

[6] Thus the Defendants shall pay the costs of \$32,400 by September 29, 2023, failing which their pleadings will be struck. This matter will not be called to trial before October 9, 2023.

[7] The balance of this motion is adjourned sine die. Mr. Danson's motion is adjourned to be returned before me when the Vince matter proceeds to a settlement conference/exit pretrial on October 4, 2023 at 5. I am satisfied that Mr. Lamaze was aware of this date and has chosen not to attend. Mr. Danson will provide a copy of this endorsement to Mr. Lamaze in any event and provide the court (and Caselines) with an affidavit of service to that effect.

*"Marvin Kurz J."*

**Date:** Tuesday September 5, 2023



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Court File No. CV-21-2489

**ONTARIO  
SUPERIOR COURT OF JUSTICE**

**B E T W E E N:**

THE HONOURABLE  
MR. JUSTICE KURZ

MONDAY, THE 6<sup>TH</sup> DAY  
OF NOVEMBER, 2023

IRON HORSE FARM INC.

Plaintiff

- and -

TORREY PINES STABLE INC. and ERIC LAMAZE

Defendants

**ORDER**

THIS MOTION, made by the Defendants for an Order for adjourning the trial of this matter was heard on July 31, August 9, August 11, August 31, and September 5, 2023 at the Milton Court House, 491 Steeles Avenue East, Milton, Ontario, L9T 1Y7.

On reading the Motion Record of the Defendants, the Responding Motion Record of the Plaintiff, the Affidavit of Johan Coppens, on hearing submissions of counsel for the Plaintiff and the Defendants, and, following the disposition of the motion, reading the Affidavit of David Trafford, sworn November 3, 2023, confirming that the Defendants have not paid the costs ordered to be paid pursuant to paragraph 2 of this order:

1. **THIS COURT ORDERS** that the Defendants motion to adjourn the trial of this matter be and is hereby dismissed.

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2. **THIS COURT FURTHER ORDERS** that the Defendants shall pay to the Plaintiff its full indemnity costs fixed in the sum of \$32,400.00 by September 29, 2023, failing which the Statement of Defence of the Defendants shall be struck without further notice;

3. **THIS COURT FURTHER ORDERS** that owing to the non-payment of the costs by the Defendants as required by paragraph 2 of this order, the Statement of Defence of the Defendants be and is hereby struck.

**77-54**

7-Nov-2023

SUPERIOR COURT OF JUSTICE  
MILTON



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Justice Marvin Kurz

IRON HORSE FARM INC.  
Plaintiff

-and- TORREY PINES STABLES INC., and ERIC LAMAZE  
Defendants  
Court File No. CV-21-000002489-0000

**ONTARIO  
SUPERIOR COURT OF JUSTICE**

**PROCEEDING COMMENCED AT  
MILTON**

**AFFIDAVIT OF GREGORY AZIZ**

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