



Court File No.

ONTARIO
SUPERIOR COURT OF JUSTICE

B E T W E E N:

(Court Seal)

AMANPREET JAKHAR, 2680217 ONTARIO INC. and 13137139 CANADA
INC.

Plaintiffs

and

FRONTIER GROUP OF COMPANIES INC., DAVID LISI, ANTHONY
POLLO, RYAN AMATO and SHIV RAJ

Defendants

STATEMENT OF CLAIM

TO THE DEFENDANTS

A LEGAL PROCEEDING HAS BEEN COMMENCED AGAINST YOU by the Plaintiff.
The Claim made against you is set out in the following pages.

IF YOU WISH TO DEFEND THIS PROCEEDING, you or an Ontario lawyer acting for you must prepare a Statement of Defence in Form 18A prescribed by the *Rules of Civil Procedure*, serve it on the Plaintiff's lawyer or, where the Plaintiff does not have a lawyer, serve it on the Plaintiff, and file it, with proof of service in this court office, WITHIN TWENTY DAYS after this Statement of Claim is served on you, if you are served in Ontario.

If you are served in another province or territory of Canada or in the United States of America, the period for serving and filing your Statement of Defence is forty days. If you are served outside Canada and the United States of America, the period is sixty days.

Instead of serving and filing a Statement of Defence, you may serve and file a Notice of Intent to Defend in Form 18B prescribed by the *Rules of Civil Procedure*. This will entitle you to ten more days within which to serve and file your Statement of Defence.

- 2 -

IF YOU FAIL TO DEFEND THIS PROCEEDING, JUDGMENT MAY BE GIVEN AGAINST YOU IN YOUR ABSENCE AND WITHOUT FURTHER NOTICE TO YOU. IF YOU WISH TO DEFEND THIS PROCEEDING BUT ARE UNABLE TO PAY LEGAL FEES, LEGAL AID MAY BE AVAILABLE TO YOU BY CONTACTING A LOCAL LEGAL AID OFFICE.

IF YOU PAY THE PLAINTIFFS' CLAIM, and \$3,750 for costs, within the time for serving and filing your Statement of Defence you may move to have this proceeding dismissed by the Court. If you believe the amount claimed for costs is excessive, you may pay the Plaintiff's claim and \$400 for costs and have the costs assessed by the Court.

TAKE NOTICE: THIS ACTION WILL AUTOMATICALLY BE DISMISSED if it has not been set down for trial or terminated by any means within five years after the action was commenced unless otherwise ordered by the court.

Date _____ Issued by _____
Local Registrar

Address of court office: Superior Court of Justice
330 University Avenue
Toronto ON M5G 1R7

TO: Frontier Group of Companies Inc.
30 Fulton Way, Unit 7
Richmond Hill, ON L4B 1E6

AND TO: David Lisi
30 Fulton Way, Unit 7
Richmond Hill, ON L4B 1E6

AND TO: Anthony Pollo
30 Fulton Way, Unit 7
Richmond Hill, ON L4B 1E6

AND TO: Ryan Amato
283 Avenue Rd.
Newmarket ON L3Y 1N8

AND TO: Shiv Raj
1029 King Street West, Unit 441
Toronto, Ontario
M6K 3M9

- 3 -

CLAIM

1. The Plaintiffs claim against the Defendants, jointly and severally:
 - (a) Damages in the amount of \$2,000,000.00 for negligence, breach of contract, negligent misrepresentation, fraudulent misrepresentation, unjust enrichment, conspiracy, knowing assistance and knowing receipt;
 - (b) A declaration that the funds paid by the Plaintiffs to Frontier Group (as hereinafter defined) are subject to a constructive trust;
 - (c) Punitive damages in the amount of \$250,000;
 - (d) An accounting and disgorgement of all funds the Defendants received from the Plaintiffs on account of their breaches and wrongful conduct described herein;
 - (e) An order for the Defendants to produce for inspection to the Plaintiffs, all banking, corporate, accounting, tax and financial records related to the Defendants, including but not limited to any transactions between the Defendants;
 - (f) With respect to the relevant banking, accounting, tax and/or financial transactions, described above, an Order permitting the Plaintiffs to trace the funds paid to the Defendants, and granting the Plaintiffs such powers as may be necessary and/or appropriate to trace the funds or the assets of the Defendants to wherever they may be held, including, but not limited to, a disclosure statement from the Defendants' mortgagees and access of the Defendants' financial records, bank account records and income tax returns;

- 4 -

- (g) prejudgment interest in accordance with section 128 of the *Courts of Justice Act*, R.S.O. 1990, c. C.43, as amended;
- (h) post-judgment interest in accordance with section 129 of the *Courts of Justice Act*, R.S.O. 1990, c. C.43, as amended;
- (i) the costs of this proceeding on a full indemnity basis, plus all applicable taxes; and
- (j) Such further and other Relief as to this Honourable Court may deem just.

The Parties

2. The Plaintiff, Amanpreet Jakhar ("**Amanpreet**"), is an individual ordinarily resident in the City of Brampton, in the Province of Ontario. Amanpreet is the registered owner of the property municipally known as 1054 Third Line Oakville Ontario and legally described as PT LT 26, CON 2 TRAFALGAR, SOUTH OF DUNDAS STREET, AS IN 328312 EXCEPT PE93 & PTS 1,2, 20R7101; OAKVILLE/TRAFALGAR bearing PIN 25069-0014 (LT) (the "**Oakville Property**").

3. The Plaintiff, 2680217 Ontario Inc., ("**268 Ontario**") is a corporation incorporated pursuant to the laws of the Province of Ontario and is a land holding company. 268 Ontario is the registered owner of the property municipally known as 1741 Wilton Grove Road London Ontario and legally described as PART LOT 8 CONCESSION 3 AS IN 205091 LONDON TWP/WESTMINSTER bearing PIN 08200-0012 (LT) (the "**London Property**").

4. The Plaintiff, 13137139 Canada Inc. ("**131 Canada**") is a corporation incorporated pursuant to the laws of Canada and is a land holding company. 131 Canada is the registered owner of the property municipally known as 59 Hunter Road Grimsby Ontario and legally described as

- 5 -

PT LT 19 CON 1 NORTH GRIMSBY PTS 1 & 2, 30R14204 S/T RO72087; TOWN OF GRIMSBY bearing PIN 46004-0008 (LT) (the "**Grimsby Property**").

5. The Defendant, the Frontier Group of Companies Inc. ("**Frontier Group**") is a corporation incorporated pursuant to the laws of the Province of Ontario and carries on business as a general contractor and construction manager.

6. The Defendant, David Lisi, ("**David**") is an individual ordinarily resident in Ontario. David is a founder, director and officer of Frontier Group.

7. The Defendant, Anthony Pollo, ("**Anthony**") is an individual ordinarily resident in Ontario. Anthony is a vice-president, director, officer and shareholder of Frontier Group.

8. The Defendant, Ryan Amato ("**Ryan**") is an individual ordinarily resident in Ontario. Ryan is the former Chief of Staff for the Ontario Minister of Municipal Affairs and Housing who resigned after being identified by the auditor general as the driving force behind the Greenbelt Scandal.

9. The Defendant, Shiv Raj, ("**Shiv**") is an individual ordinarily resident in the Province of Ontario. Shiv is the Executive Director of Operations at the Office of the Premier.

Background

10. On or about December 1, 2020, Amanpreet acquired the Oakville Property for \$2,500,000.

11. On or about April 16, 2019, 268 Ontario acquired the London Property for \$760,000.

12. On or about April 19, 2022, 131 Canada acquired the Grimsby Property for \$4,275,000.

- 6 -

13. Amanpreet, 268 Ontario and 131 Canada acquired the Oakville Property, London Property and Grimsby Property (collectively the "**Properties**") with the intention of seeking and obtaining rezoning of the Properties to permit development.

14. To that end, in mid-2023, Amanpreet, and the principals of 268 Ontario and 131 Canada approached their acquaintance, Shiv, who they understood would be in a position to assist in obtaining rezoning of the Properties given his extensive business network and role as Executive Director of Operations for the Office of Premier.

15. In the summer of 2023, Shiv introduced the Plaintiffs to Anthony at Frontier Group, and Ryan. Together Shiv, Ryan, and Anthony advised the Plaintiffs that they could obtain the following rezoning of the Properties within 5-8 months:

- (a) The Oakville Property could be rezoned to permit the construction of residential high-rise units;
- (b) The London Property could be rezoned to industrial; and
- (c) The Grimsby Property could be rezoned to commercial and residential.

16. The Plaintiffs met with Shiv, Anthony and Ryan at Frontier Group's offices and were falsely advised by Anthony that Frontier Group had extensive experience and expertise in seeking and obtaining rezoning approval and could do so for each of the Properties. Shiv and Ryan falsely represented at the meeting that they had the experience and expertise to assist in obtaining a rezoning of the Properties and they would work with Frontier Group, using their backchannel contacts and political connections to facilitate and secure rezoning approvals for the Properties.

- 7 -

17. Following the meeting with the Defendants as described above, and subsequent discussions with the Defendants, in August 2023, the Plaintiffs each entered into a brief letter agreement (the "**Agreement**") with the Frontier Group to retain its services to rezone the Oakville, London and Grimsby respectively. The terms of the Agreement for the Properties are identical. The key relevant provisions of the Agreement for each of the Properties are as follows:

- (a) Frontier Group would represent and work with the respective Plaintiff to assist and provide strategic advice, working with the Province of Ontario on all matters, working to create and execute a strategy for key stakeholder engagement and align with the respective Plaintiff's objectives and government policy.
- (b) Strategy would include meeting with the Premier's office, Ministry of Municipal Affairs and Housing staff, and other relevant Ministries. Frontier Group would be responsible for executing a comprehensive strategy and mitigating any potential risks and would be available to support the Plaintiff at any time with day to day operations.
- (c) In return for this scope of work, Frontier Group would charge a **monthly** fee of \$55,600 plus HST.
- (d) Frontier Group would publicly disclose that it has been retained by the respective Plaintiff as part of the Provincial Lobbyist Registry.

18. The Agreement for each of the Properties was executed by David for Frontier Group, and the respective Plaintiff owner for each Property. It was understood at the time each Agreement was executed that Shiv and Ryan would be assisting in the rezoning of the Properties, and in

- 8 -

particular in connection with the scope of work involving their respective roles and contacts in the Premier's Office and the Ministry of Municipal Affairs and Housing.

19. The Plaintiffs state that Shiv and Ryan attended the meetings leading up to the Plaintiffs' respective Agreement with Frontier Group. The Plaintiffs state that in August 2023 they also entered into an oral agreement with Shiv and Ryan whereby Shiv and Ryan would provide lobbying services leveraging their connections with the Office of the Premier and the Ministry of Municipal Affairs and Housing to obtain rezoning approvals and their fees would be baked into the fees charged by Frontier Group in each Agreement (the "**Oral Agreement**"). Shiv and Ryan indicated that due to their "sensitive" connection to government, their fees would flow to Frontier Group through each Agreement, and in turn from Frontier Group to them, to make their involvement less transparent.

20. Following the Plaintiffs entering into each Agreement and the Oral Agreement, the Plaintiffs proceeded to pay Frontier Group the monthly fee with the expectation that the Properties would be successfully rezoned within 5-8 months which was one of the representations made by the Defendants in their meetings with the Plaintiffs.

21. Following execution of each Agreement, entering into the Oral Agreement and the payment of the fees pursuant to each Agreement, the Plaintiffs became concerned with the conduct of the Defendants. Apart from some soil testing, rudimentary information requests from the Defendants, and the odd update referencing a conversation with a councillor or an upcoming meeting with municipal staff, the Defendants did not appear to be taking any steps to seek and obtain rezoning

- 9 -

approvals for the Properties. Months passed, no progress was made, and the Defendants began responding to the Plaintiffs' inquiries in a less timely manner.

22. The Plaintiffs expressed concern about the lack of progress and the delayed responses from the Defendants but continued to comply with their obligations to pay the monthly fees.

23. Notwithstanding the payment of monthly fees totalling approximately \$1,500,000, comprised of 12 monthly payments for the Oakville Property, 6 monthly payments for the London Property and 5 monthly payments for the Grimsby Property. None of the Properties were rezoned in the 5-8 month period, none of the Properties have since been rezoned, and following inquiries by the Plaintiffs, apart from soil testing and some preliminary contact with the respective municipalities, no steps have been taken by the Defendants to rezone the Properties.

24. The Plaintiffs state that the only activity on the part of the Defendants, was the minimal activity required to induce the Plaintiffs to continue to pay the monthly fee of nearly \$190,000 and no bona fide attempts were made to fulfill the scope of work contemplated in each Agreement, or pursuant to the terms of the Oral Agreement. In fact, despite each Agreement referencing the need for Frontier Group to publicly disclose that it had been retained by the Plaintiffs as part of the Provincial Lobbyist Registry, and Shiv and Ryan being specifically retained as a term of the Oral Agreement to leverage their connections in government, none of the Defendants are or were registered with the Provincial Lobbyist Registry.

25. The Plaintiffs state that the Defendants never had any intention to seek or pursue rezoning approval of the Properties, but instead strung the Plaintiffs along with inaccurate, untrue and

- 10 -

misleading status updates and false representations in order to continue the ruse and secure additional lucrative monthly fees from the Plaintiffs.

26. The Plaintiffs state that any engagement the Defendants had with the respective municipalities where each Property is located was for the sole purpose of concealing their ruse and generating some evidence of alleged activity on their part which they in turn used to provide comfort to the Plaintiffs and obfuscate their conduct to prolong their fraud and the lucrative fees being paid by the Plaintiffs.

27. In the case of the Grimsby Property, the principals of 131 Canada, through their own efforts and inquiries, discovered that the Grimsby Property was subject to a Ministerial Zoning Order ("MZO") which superseded any Municipal zoning authorities and precluded the Grimsby Property from being rezoned until at least 2026. When the principal of 131 Canada confronted the Defendants with this discovery, the Defendants conceded that there was in fact an MZO in place and that the Grimsby Property could not be rezoned until 2026 at the earliest. The Defendants then ceased their efforts to obtain rezoning on the Grimsby Property but failed to refund any portion of the \$314,140 that had been paid under the Agreement for rezoning the Grimsby Property. The Plaintiffs state that the MZO was readily accessible and ascertainable for anyone familiar with rezoning work.

Negligence

28. The Plaintiffs state that the conduct of the Defendants was negligent. The Plaintiffs state that each of the Defendants owed the Plaintiffs a duty of care to perform the services of seeking and obtaining rezoning in a professional and competent manner. The Plaintiffs state the each of

- 11 -

the Defendants breached their respective duty of care by failing to perform the services of seeking and obtaining rezoning in a professional and competent manner. Shiv and Ryan were negligent when they failed to take steps necessary to register themselves as lobbyist as required by law, failed to undertake lawful lobbying efforts, and failed entirely to perform the work required to seek and obtain rezoning approvals for the Properties. Similarly, Frontier Group, David and Anthony were negligent when they failed to provide the services necessary to obtain rezoning approval, including a failure to study the existing zoning and impediments to rezoning, commission the necessary studies and reports to seek and obtain rezoning, retain the necessary third party consultants to assist with rezoning, follow the process established by the respective municipalities for the Properties to seek and obtain rezoning.

29. The Plaintiffs state that they have suffered damages as a result of the Defendants' negligence, and that the negligence of the Defendants was the proximate and direct cause of the Plaintiffs' losses, which are not remote, including but not limited to the inability by the Plaintiffs to utilize the Properties, sunk costs spent carrying the Properties, and significant damages for fees paid to the Defendants to obtain the rezoning.

Breach of Contract

30. As described above, the Plaintiffs each maintained a written Agreement with Frontier Group, but also maintained an Oral Agreement with Shiv and Ryan that they would perform lobbying and consulting services to assist in obtaining rezoning approvals for the Properties but would be paid by Frontier Group for these services out of the monthly fee under the Agreement in order to conceal their involvement to the outside world.

- 12 -

31. The Defendants breached the Agreement with each of the Plaintiffs and failed to perform their contractual obligations in good faith. Frontier Group (and Shiv and Ryan) were collectively being paid nearly \$190,000 a month to work on obtaining rezoning approvals for the Properties and have been paid nearly \$1,500,000. Notwithstanding the payment of this very lucrative monthly fee, Frontier Group, Shiv and Ryan failed to uphold their contractual obligations and complete the scope of work contemplated in the Agreement (or in the case of Shiv and Ryan, their verbal agreements). Instead, Frontier Group, Shiv and Ryan were paid significant fees and performed little to no work. The Plaintiffs state that none of the Defendants are registered as lobbyists with the Provincial Lobbyist Registry. As a result, contrary to their obligations under the Agreement and Oral Agreement, the Defendants were precluded by law from lobbying activities which were key contractual responsibilities under each Agreement and the Oral Agreement.

32. The Plaintiffs state that each Agreement was a ruse, and the Defendants never had any intention of complying with their contractual obligations. The Plaintiffs state that the Defendants strung them along with periodic meetings and updates, but otherwise took no concrete steps to obtain rezoning approvals for the Properties thereby breaching their obligations under the respective Agreement or Oral Agreement. The Plaintiffs have suffered significant damages as result of the Defendants' breach of contract.

The Misrepresentations

33. The Plaintiffs state that each of the Defendants owed a duty of care to the Plaintiffs when they were meeting with the Plaintiffs and providing the Plaintiffs with advice in connection with

- 13 -

the Plaintiffs' desire to seek and obtain rezoning approvals. The Defendants breached their duty of care to the Plaintiffs.

34. The Plaintiffs state that each of the Defendants made false representations with respect to their ability to rezone the Properties. Specifically, Shiv represented to the Plaintiffs that he was experienced in seeking and obtaining rezoning and that he could get the Properties rezoned by using his connections with the Office of the Premier. Ryan also represented to the Plaintiffs that he was experienced in seeking and obtaining rezoning approvals and he could get the Properties rezoned by using his connections with the Ministry of Municipal Affairs and Housing. Anthony represented that he and David were experienced in seeking and obtaining rezoning approvals and that this was also a routine task performed by Frontier Group and the Properties in question could be rezoned in accordance with the Plaintiffs' respective development plans.

35. The Plaintiffs state that the Defendants knew the representations were false, untrue and misleading, or in the alternative, the Defendants were negligent and reckless in making the representations. Specifically, Shiv was not experienced in seeking and obtaining rezoning approvals and his connection with the Office of the Premier would not enable him to get the Properties rezoned. Similarly, Ryan was not experienced in seeking and obtaining rezoning approvals and his connections with the Ministry of Municipal Affairs and Housing would not enable him to get the Properties rezoned. With respect to David and Anthony, they were also not experienced in seeking and obtaining rezoning approvals, and rezoning approvals is not part of Frontier Group's day-to-day business, which is general contracting and construction management. The Defendants knew or ought to have known that the representations they made regarding their experience and the likelihood of successfully getting the Properties rezoned were false.

- 14 -

36. The Defendants made these false representations to the Plaintiffs with the express intention that they be relied upon and acted upon by the Plaintiffs. The Plaintiffs were each induced to enter into their respective Agreement for the rezoning of the Properties by the Defendants' false representations. The Plaintiffs relied on the Defendants' false representations regarding their experience and expertise, as well as the Defendants' false representations that obtaining rezoning of the Properties would be straightforward and could be completed in 5-8 months.

37. The Plaintiffs state that as a result of the Defendants' false representations, they have suffered significant damages. The Defendants lack the necessary expertise and experience to seek and obtain rezoning approvals for the Properties, any possible rezoning of the Properties has been delay, and it is likely that the Properties are incapable of being rezoned as represented.

Unjust Enrichment

38. The Plaintiffs state that all the Defendants have been unjustly enriched for all amounts paid by the Plaintiffs, and received by the Defendants directly, or indirectly through the Frontier Group. The Plaintiffs state that they have suffered a corresponding loss and seek a tracing order and disgorgement of all funds received by the Defendants or any of them. The Plaintiffs state that there is no juristic reason for the Defendants to retain any funds from the Plaintiffs given the misrepresentations and total failure of consideration on the part of the Defendants.

Conspiracy

39. The Plaintiffs state that all the Defendants have engaged in a conspiracy of unlawful means. The Plaintiffs state that when they approached Shiv about the prospect of rezoning the Properties, before introducing the Plaintiffs to the remaining Defendants, Shiv in turn contacted the remaining

- 15 -

Defendants and coordinated an agreement, with a common design, whereby the Defendants would act in combination to induce the Plaintiffs into entering into a contractual relationship, here each Agreement and the Oral Agreement, on the false pretence of obtaining rezoning approvals of the Properties in order to enrich themselves at the Plaintiffs' expense. The Plaintiffs state that each Agreement and the Oral Agreement are a ruse and part of a fraud perpetrated by the Defendants. The Plaintiffs state that the conduct of the Defendants, including the fraudulent misrepresentations, bad faith performance of contractual obligations and total failure of consideration constitutes unlawful conduct directed toward the Plaintiffs. The Plaintiffs state that since the objective of the Defendants was to enrich themselves at the Plaintiffs' expense and that the Defendants did in fact unjustly enrich themselves at the Plaintiffs' expense, the conduct of the Defendants was clearly directed toward the Plaintiff. The Plaintiffs state that the Defendants knew or ought to have known that the Plaintiffs would suffer damages as a result of their conduct, and the Plaintiffs did in fact suffer significant damages.

Knowing Assistance and Knowing Receipt

40. The Plaintiffs state that Shiv, Ryan, David and Anthony are liable to the Plaintiffs for knowing assistance and knowing receipt.

41. The Plaintiffs state that each of Shiv, Ryan, David and Anthony had knowledge of and knowingly participated in the orchestrated conspiracy to defraud the Plaintiffs by either inducing the Plaintiffs through misrepresentations to enter into each Agreement and the Oral Agreement or aiding and assisting the other Defendants to do so. Each of Shiv, Ryan, David and Anthony, directly, or through Frontier Group, failed to perform their contractual obligations in good faith or

- 16 -

at all, and there was a total failure of consideration as the contractual arrangement was merely a scheme to defraud the Plaintiffs. The Plaintiffs state that the funds received by Frontier Group were subject to a constructive trust.

42. Each of Shiv, Ryan, David and Anthony have been unjustly enriched, as set out above and each knowingly received directly, or indirectly through Frontier Group or each other, the Plaintiffs funds which were procured by fraud. The Plaintiffs state that Shiv, Ryan, David and Anthony all had constructive and actual knowledge of the fraud and actively attended, or assisted in the preparation for meetings with the Plaintiffs to pressure and convince the Plaintiffs to retain their services, and subsequently pressured and induced the Plaintiffs to continue to pay the grossly inflated and lucrative fee of nearly \$190,000 a month, notwithstanding the total lack of any efforts on the part of the Defendants to secure rezoning approvals.

43. The Plaintiffs state that the actions of the Defendants has been malicious, high-handed and dishonest and deserving of an award of aggravated and punitive damages.

The Plaintiffs request that this action be tried in Ontario.

(Date of issue)

FOGLER, RUBINOFF LLP
Lawyers
Scotia Plaza
40 King Street West, Suite 2400
P.O. Box #215
Toronto, ON M5H 3Y2

David W. Levangie (LSO# 57180I)
dlevangie@foglers.com
Tel: 416-864-7603
Fax: 416-941-8852

Lawyers for the Plaintiffs

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-and- FRONTIER GROUP OF COMPANIES INC. et al.
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STATEMENT OF CLAIM

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Scotia Plaza
40 King Street West, Suite 2400
P.O. Box #215
Toronto, ON M5H 3Y2

David W. Levangie (LSO# 57180I)

dlevangie@foglerrub.com
Tel: 416-864-7603
Fax: 416-941-8852

Lawyers for the Plaintiffs