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Délivré par voie électronique
Toronto

**ONTARIO
SUPERIOR COURT OF JUSTICE**

B E T W E E N :

CHRISTOPHER NEVILLE

Plaintiff

- and -

INTERACTIVE GAMES TECHNOLOGIES INC., TROY GRANT,
MICHAEL DESLAURIERS, DAVID LESLAURIERS and BRENDAN PURDY

Defendants

STATEMENT OF CLAIM

TO THE DEFENDANT(S):

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.

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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.

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

June 23, 2021

Issued Electronically
Local Registrar
393 University Avenue
10th Floor
Toronto, ON M5G 1E6

TO: Interactive Games Technologies Inc.
c/o Brendan Purdy, Director
409 - 37 King Street East
Toronto, ON M5E 1J4

TO: Troy Grant
749 Shore Drive
Bedford, NS B4A 2E9

TO: Michael DesLauriers
131 Bloor Street West
Upper Penthouse West
Toronto, ON M5S 1S3

TO: David DesLauriers
131 Bloor Street West
Upper Penthouse West
Toronto, ON M5S 1S3

TO: Brendan Purdy
409 - 37 King Street East
Toronto, ON M5E 1J4

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CLAIM

- 1A. The Plaintiff claims against the Defendant, Interactive Games Technologies Inc.:
- (a) a declaration that he was wrongfully dismissed;
 - (b) damages for wrongful dismissal in the amount of \$420,000, representing the Plaintiff's entitlement to base salary during a twenty-four (24) month reasonable notice period;
 - (c) punitive damages in the amount of \$2,000,000;
 - (d) pre- and post-judgment interest in accordance with the provisions of the *Courts of Justice Act*, RSO 1990, c. C. 43 as amended;
 - (e) his costs of this action on a substantial indemnity basis, together with HST; and
 - (f) such further and other relief as this Honourable Court deems appropriate.
- 1B. The Plaintiff claims against the Defendant, Troy Grant:
- (a) damages for the tort of inducing breach of contract in the sum of \$500,000;
 - (b) pre- and post-judgment interest in accordance with the provisions of the *Courts of Justice Act*, RSO 1990, c. C. 43 as amended;
 - (c) his costs of this action on a substantial indemnity basis, together with HST; and
 - (d) such further and other relief as this Honourable Court deems appropriate.
- 1C. The Plaintiff claims against the Defendant, Michael DesLauriers:
- (a) damages for the tort of inducing breach of contract in the sum of \$500,000;

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- (b) pre- and post-judgment interest in accordance with the provisions of the *Courts of Justice Act*, RSO 1990, c. C. 43 as amended;
- (c) his costs of this action on a substantial indemnity basis, together with HST; and
- (d) such further and other relief as this Honourable Court deems appropriate.

1D. The Plaintiff claims against the Defendant, David DesLauriers:

- (a) damages for the tort of inducing breach of contract in the sum of \$500,000;
- (b) pre- and post-judgment interest in accordance with the provisions of the *Courts of Justice Act*, RSO 1990, c. C. 43 as amended;
- (c) his costs of this action on a substantial indemnity basis, together with HST; and
- (d) such further and other relief as this Honourable Court deems appropriate.

1E. The Plaintiff claims against the Defendant, Brendan Purdy:

- (a) damages for the tort of inducing breach of contract in the sum of \$500,000;
- (b) pre- and post-judgment interest in accordance with the provisions of the *Courts of Justice Act*, RSO 1990, c. C. 43 as amended;
- (c) his costs of this action on a substantial indemnity basis, together with HST; and
- (d) such further and other relief as this Honourable Court deems appropriate.

BACKGROUND

2. The Plaintiff, Christopher Neville ("Mr. Neville") is forty-four (44) years of age and resides in the City of Sydney, in the Province of Nova Scotia.

3. The Defendant, Interactive Games Technologies Inc. ("Interactive") is a corporation which provides customers with an online and mobile gaming platform for sports fans to allow for gaming, betting and casino products. Interactive's head office is located in the City of Vancouver, in the Province of British Columbia, and it carries on business throughout Canada.

4. The Defendant, Troy Grant (hereinafter "Grant") is the current Chief Executive Officer of Interactive and resides in the Town of Bedford in the Province of Nova Scotia and was, at all material times a Director on the Board of Interactive.

5. The Defendant, Michael DesLauriers (hereinafter "M. DesLauriers") is a major shareholder of Interactive and effects directorial control of the Board through Shadow Director(s). He resides in the City of Toronto in the Province of Ontario.

6. The Defendant, David DesLauriers (hereinafter "D. DesLauriers") is a major shareholder of Interactive and effects directorial control of the Board through Shadow Director(s). He resides in the City of Toronto in the Province of Ontario.

7. The Defendant, Brendan Purdy (hereinafter "Purdy") is and was at all material times a Director on the Board of Interactive. He resides in the City of Toronto in the Province of Ontario.

ENGAGEMENT HISTORY

8. In or about December 2019 Mr. Neville founded i3 Interactive Inc. (hereinafter "i3"), a predecessor corporation of the Defendant.

9. As a result of his efforts as a founder of i3 in establishing the financing and product content Mr. Neville operated i3 in a way to maximize the value of its shareholders' equity

10. From the outset of i3, Mr. Neville was employed by i3 as its Chief Executive Officer ("CEO") and a Director on the company's Board of Directors. In order to carry out his duties as efficiently as possible and in order to provide i3 with as much flexibility as possible, the parties agreed to structure Mr. Neville's employment relationship through an agreement pursuant to which Mr. Neville would bill the company a monthly fee of \$17,500 for his services.

11. From its founding in December 2019 through March 2021 Mr. Neville carried out his duties as CEO and Director diligently and loyally to ensure that i3 and later, the Defendant, after it

effected a name change in the spring of 2021 from i3 to Interactive Games Technologies Inc., operated in a way to maximize the value of its shareholders' equity.

12. Mr. Neville pleads that he had a valid and enforceable contract with Interactive and its predecessor and that Grant, M. DesLauriers, D. DesLauriers and Purdy were aware of this contract, pursuant to which Mr. Neville was employed as Chief Executive Officer of Interactive.

13. Mr. Neville pleads that the said Defendants, Grant, M. DesLauriers, D. DesLauriers and Purdy intended to and did procure the breach of Mr. Neville's contract by unilaterally issuing a press release which publicly announced that Mr. Neville was no longer the CEO of Interactive. In this regard, Mr. Neville pleads that it was the said Defendants' goals to force Mr. Neville from his employment at Interactive and in the process attack Mr. Neville's personal and professional reputation.

14. As a result of the tortious interference that led to the breach of Mr. Neville's contract, Mr. Neville pleads that he has suffered damages in the sum of \$500,000.

15. Mr. Neville therefore claims damages in the sum of \$500,000 against each of Grant, M. DesLauriers, D. DesLauriers and Purdy.

16. During the early months of 2021 M. DesLauriers and D. DesLauriers, shareholders in the Defendant initiated certain improper transactions which resulted in them securing effective control over the equity of i3 and ultimately, the Defendant. They then took steps to improperly consolidate the shares of other shareholders to benefit themselves to the disadvantage of other shareholders. They continued to exert their influence of the Board of Interactive through other Directors.

17. When the Plaintiff objected to the actions of the DesLauriers because of the enriching of the DesLauriers at the cost of the other shareholders, members of the Board of the Defendant, including Purdy and Grant, improperly influenced by the DesLauriers, terminated the employment of Mr. Neville as CEO without cause, without notice, and without any written confirmation on March 29, 2021. They purported to terminate Mr. Neville's employment by issuing a press release which falsely stated that Mr. Neville was no longer CEO.

18. Mr. Neville pleads that he never resigned and that neither Interactive nor its predecessor corporation ever conveyed verbally or in writing to Mr. Neville that he was dismissed.

19. Mr. Neville pleads that he performed his duties and responsibilities as CEO in exemplary manner throughout his tenure.

WRONGFUL DISMISSAL

20. Mr. Neville pleads that Interactive wrongfully terminated his employment by dismissing him without cause, without reasonable notice, and without compensation in lieu of notice.

21. Mr. Neville pleads that the period of reasonable notice is influenced by the factors including his age, length of service, but especially by the nature of his employment and the lack of similar employment. In his field of creating public corporations, the time required to establish a corporate entity for which Mr. Neville would be able to be employed is measured in years. Therefore, Mr. Neville claims damages for wrongful dismissal in the amount of \$420,000 plus HST, representing his contractual entitlement to compensation during the twenty-four (24) month reasonable notice period.

PUNITIVE DAMAGES

22. Mr. Neville pleads that Interactive's breach of its duty of good faith and fair dealings in contractual performance is an actionable wrong, unto itself, and that its actions, as described above, were so harsh, vindictive, reprehensible and malicious that they are deserving of punishment on their own by this Honourable Court.

23. Mr. Neville therefore pleads that he is entitled to punitive damages in the amount of \$2,000,000 to demonstrate the court's condemnation of Interactive's actions as it acted against him in reprisal for his attempts to protect the shareholders of Interactive from the improper actions of the majority shareholders.

24. The Plaintiff pleads that this Statement of Claim may be served outside Ontario without leave of the Court pursuant to Rule 17.04(1) of the Rules of Civil Procedure on the basis that it involves a tort committed in Ontario and a breach of contract committed in Ontario preceded by a breach outside Ontario that rendered impossible the performance of the part of the contract that ought to have been performed in Ontario as per Rules 17.02(g) and 17.02(h)(iv) respectively.

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25. The Plaintiff requests that this action be tried in the City of Toronto.

June 22, 2021

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CHRIS NEVILLE -and- INTERACTIVE GAMES TECHNOLOGIES INC. *et al*

Court File No.:

**ONTARIO
SUPERIOR COURT OF JUSTICE**

Proceeding commenced at Toronto

STATEMENT OF CLAIM

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