

cv18000 78751 0000

Court File No.

ONTARIO
SUPERIOR COURT OF JUSTICE

BETWEEN:

GILLES OVERTVELD and GILLES MANAGEMENT AND MAINTENANCE LTD.

Plaintiffs

- AND -

JOY OVERTVELD, GARY KATZ, LOGAN & KATZ LLP, ROGER RAMONAT,
MBC LAW P.C. and LEONARD BURNSTEIN

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.

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 PLAINTIFF'S CLAIM, and \$10,000.00 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 **DEC 19 2018** Issued by
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Local registrar

Ottawa Courthouse
161 Elgin St., 2nd Fl.
Ottawa ON K2P 2K1

TO: Joy Overtveld
Unit 2, 327 Frank St
Ottawa, Ontario K2P 0X7

AND TO: Gary Katz
Partner
Logan and Katz LLP
105-6 Gurdwara Road
Ottawa Ontario K2E 8A3

AND TO: Roger Ramonat
Associate
MBC Law Professional Corporation
265 Carling Avenue, Suite 500
Ottawa, ON K1S 2E1

AND TO: Leonard Burnstein
107 Aylmer Avenue
Ottawa, Ontario K1S 2X6

THE CLAIM

1. The Plaintiff claims:
 - a. Damages in the amount of \$5,000,000.00 and reimbursement of any funds withdrawn from the accounts of Gilles Overtveld and Gilles Management and Maintenance Ltd. without his knowledge and consent;
 - b. Disgorgement of wrongful profits made by Gary Katz and Katz and Logan LLP and Roger Ramonat and MBC Law Professional Corporation;
 - c. Damages for negligence against all defendants in the sum of \$2,000,000.00;
 - d. Punitive and aggravated damages in the sum of \$1,000,000.00 against all defendants for engaging in elder abuse, abusing fiduciary obligations, breach of trust, misappropriating funds and fraudulent conduct;
 - e. Pre-judgement and post-judgement interest pursuant to sections 128 and 129 of the Courts of Justice Act, R.S.O. 1990, c. C43;
 - f. Costs on a full indemnity basis plus HST; and
 - g. Such further and other relief as this Honourable Court may deem just.

A. The Parties

1. The plaintiff, Gilles (“Joe”) Overtveld, age 90 (d.o.b. June 4, 1928) [hereinafter “the Plaintiff Joe”] is a resident of the City of Ottawa, in the Province of Ontario and he

owns and he is the owner and operator of a rental holding company Gilles Management and Maintenance Ltd.

2. The Plaintiff Gilles Management and Maintenance Ltd., [hereinafter “the Defendant corporation”] is a rental property and maintenance holding company which is incorporated pursuant to the laws of the Province of Ontario with its head office in Ottawa, which carries on business and a property and maintenance company.
3. The Defendant, Joy Overtveld, [hereinafter “the Defendant Joy”] is the daughter of Gilles Overtveld and she is an employee of Gilles Management and Maintained Ltd, and she is a resident of the City of Ottawa in the Province of Ontario.
4. The Defendant Gary Katz, [hereinafter “the Defendant Katz”] is a chartered accountant and a partner at Logan and Katz LLP and a resident of the City of Ottawa, in the Province of Ontario.
5. The Defendant Logan and Katz LLP, [hereinafter “the Defendant Logan and Katz”] is a partnership with its head office in the City of Ottawa, in the Province of Ontario, which carries on the business of providing accounting services.
6. The Defendant, Roger Ramonat, [hereinafter “the Defendant Ramonat”] is a lawyer called to the Bar in the Province of Ontario and an associate at MBC Law

Professional Corporation and a resident of the City of Ottawa in the Province of Ontario.

7. The Defendant MBC Law Professional Corporation, [hereinafter “the Defendant MBC Law”] is a professional corporation incorporated in the Province of Ontario, with its head office in the City of Ottawa, which carries on the business of the practice of law.
8. The Defendant Leonard Burnstein, [hereinafter “the Defendant Burnstein”] is a registered social worker and designated capacity assessor, who practices in the City of Ottawa, in the Province of Ontario.

B. The Background

9. The Plaintiff Joe is a 90 year old retired professional electrical engineer who is the sole proprietor and owner of Gilles Management and Maintenance Ltd.
10. Gilles Management and Maintenance Ltd has 108 apartment units in eight apartments located in downtown Ottawa and two commercial rental properties in Kanata.
11. On March 14, 2011, the Plaintiff Joe signed a Power of Attorney (POA) naming his daughter, the Defendant Joy, his son Todd Overtveld and his accountant the Defendant Katz as his attorneys for property.

12. On April 30, 2014, the lawyer who prepared the POA, Charles Rotenburg relinquished his license to practice law in Ontario after pleading guilty to misuse of trust.
13. In 2016 to 2017, the Plaintiff Joe assigned daily operation of Gilles Management to his daughter the Defendant Joy as he was planning on retiring in Cuba.
14. On July 21, 2017, the Plaintiff Joe received a warning from TD Bank that there were suspicious withdrawals from his accounts in the sum of \$1,450,000.00, which had resulted in shortfalls in Gilles Management's accounts due to unpaid taxes and invoices for maintenance and repairs.
15. In or around July/August 2017, the Plaintiff Joe confronted his daughter the Defendant Joy and requested rental reports and statements.
16. The Defendant Joy refused to provide the rental reports and statements. As a result, the Plaintiff Joe warned her that she would be replaced and he began to search for a new property management company to manage daily operations of Gilles Management and Maintenance Ltd.
17. On September 9, 2017, the Defendant Katz requested a meeting with the Plaintiff Joe at the office of Logan and Katz LLP.

18. At this meeting, the Defendant Katz had also invited the Defendant Burnstein who began to ask the Plaintiff Joe about his business operations and personal finances.
19. The Defendant Burnstein did not identify himself as a registered capacity assessor and the Plaintiff Joe refused to answer his questions.
20. In August 2018 the Plaintiff Joe discovered that his daughter the Defendant Joy had used the POA to have him declared incapacitated with the help of the Defendant Burnstein, seize control of his rental holding company Gilles Management and Maintenance Ltd with the help of the Defendant Katz and cut him off from all of his bank and investment accounts.
21. The Defendant Joy also ransacked the Plaintiff Joe's residence and stole his Canadian Passport and all of his personal Identification (except for his Ontario Health Card and Birth Certificate from the Netherlands, which is in Dutch) and redirect his mail.
22. On August 20, 2018, the Plaintiff Joe contacted his long-time friend Tito Jurado, whom he had known since 1985 when they worked together on a computer related project for TGV (France's High Speed Rail Network).
23. Tito Jurado helped the Plaintiff Joe retain his first lawyer, Alicia Natividad of ASN Law Professional Corporation and he obtained a new capacity assessment from Dr.

Barbara Collins, who has a PhD in psychology, which proved that he had capacity to manage his business operations and personal finances.

24. In August 2018, the Defendants Joy, Katz and Ramonat, who acted as legal counsel for Joy, refused to reimburse the Plaintiff Joe for his legal fees or the fee for the capacity assessment prepared by Dr. Barbara Collins.
25. Shortly, thereafter the Defendant Joy also stopped paying for the Plaintiff Joe's personal support worker and the Plaintiff Joe was forced to rent out rooms in his unit on airbnb.
26. On September 11, 2018, the Plaintiff Joe filed a police report with the Elderly Abuse Section of the Ottawa Police and reported the Defendants Joy, Katz and Ramonat for theft of over 1-million dollars from his TD-Wealth Account. The police assigned the case #18-215936.
27. In October 15, 2018, the Plaintiff Joe received a notice from his first lawyer Alicia Natividad that she was terminating her retainer as the POA's for property the Defendant Joy and the Defendant Katz had refused to reimburse her invoices.
28. On November 30, 2018, TD Canada Trust provided another statement showing unauthorized withdrawals on the Plaintiff Joe's bank account.

29. In 2018 the Defendant Joy made four large transfers to herself for a total of \$520,000.00 from CN4821 to Plan60 to Plan60 -3290 3120796:

March-29-2018	\$120,000
June-25-2018	\$100,000
July- 24-2018	\$ 100,000
November-13-2018	\$200,000

30. To date, the Defendant Joy has made unauthorized withdrawals of \$1,970,000.00 with the assistance of the Defendants Katz and Ramonat, which the Plaintiff is aware of.

31. On November 9, 2018, the Plaintiff Joe executed new Powers of Attorney for Property, revoking the Power of Attorney for Property he signed on March 14, 2014, naming Joy Overtveld, Todd Overtveld and Gary Katz.

32. Despite being advised that the POA has been revoked the Defendants Joy and Katz have continued to act without authority to the detriment of the Plaintiffs.

C. The Causes of Action

33. The Defendants Joy Overtveld, Gary Katz and Logan and Katz LLP abused their position of authority as powers of attorney of property for the Plaintiff Joe and Plaintiff Corporation to fraudulently misappropriate funds from the Plaintiffs' bank and investment accounts and divert rental revenue for their own use and benefit alone.

34. The Defendants Joy Overtveld, Gary Katz and Logan and Katz LLP breached their fiduciary obligations to the Plaintiffs by failing to act in the best interests of the Plaintiffs and favoring their interests over the Plaintiffs.

35. The Defendants Joy Overtveld is also liable for theft for stealing the Plaintiff Joe's passport and personal identification and cutting him off from all of his bank and investment accounts.

36. The Defendants Joy Overtveld, Gary Katz, Logan & Katz LLP, Roger Ramonat, an associate at MBC Law P.C., conspired with Leonard Burnstein, to have the Plaintiff Joe declared incapacitated in September 2017, in order to seize control of his bank accounts and business operations of his rental holding company Gilles Management and Maintenance Ltd.

37. The Defendants Gary Katz, Logan & Katz LLP, Roger Ramonat, an associate at MBC Law P.C., and Leonard Burnstein should be compelled to provide a complete accounting of all fees they charged to Joy Overtveld, which were reimbursed by the Plaintiffs and disgorge all wrongful profits.

38. The Defendants, Gary Katz, Logan & Katz LLP, Roger Ramonat, MBC Law P.C., and the capacity assessor Leonard Burnstein are also liable in negligence as they owed a duty of care to the Plaintiffs, they breached the standard of care of a

competent professional, and as a result the Plaintiffs suffered and continues to suffer damages.

39. In particular the Defendants Gary Katz, Logan & Katz LLP unlawfully authorized the transfer of funds from the Plaintiffs to the Defendant Joy, the Defendants Roger Ramonat, MBC Law P.C., failed to file a guardianship application to Court, and the Defendant Burnstein conducted a capacity assessment by “ambush” and breached the standard of care expected of a registered capacity assessor in Ontario.

40.

D. The Damages

41. To date, the Defendant Joy has made unauthorized withdrawals of \$1,970,000.00 with the assistance of the Defendant Katz and the Defendant Ramonat, which the Plaintiff is aware of.

42. The Plaintiffs are seeking an accounting and the disgorgement of wrongful profits made by Gary Katz and Katz and Logan LLP and Roger Ramonat and MBC Law Professional Corporation.

43. The Plaintiffs are seeking damages for negligence against all defendants in the sum of \$2,000,000.00.

44. The Plaintiffs are seeking punitive and aggravated damages in the sum of \$1,000,000.00 against all defendants for engaging in elder abuse, abusing fiduciary obligations, breach of trust, misappropriating funds and fraudulent conduct.

45. The Plaintiffs propose that this claim be tried by a jury in the City of Ottawa, in the Province of Ontario.

Date of Issue:

DEC 19 2018

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Lawyer for the Plaintiffs

18-78751

Court File No.

GILLES OVERTVELD ET AL.

- AND -

JOY OVERTVELD ET AL.

Plaintiff

Defendants

ONTARIO
SUPERIOR COURT OF JUSTICE

PROCEEDINGS COMMENCED AT THE CITY OF OTTAWA

STATEMENT OF CLAIM

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