

AUG 06 2020

No. S-207827
Vancouver Registry



IN THE SUPREME COURT OF BRITISH COLUMBIA

BETWEEN:

HARPER GREY LLP

PLAINTIFF

AND:

NETCENTS TECHNOLOGY INC.

DEFENDANT

NOTICE OF CIVIL CLAIM

FORM 1 (RULE 3-1(1))

[AM BC REG. 95/2011, SCH. A, S. 11]

This action has been started by the plaintiff for the relief set out in Part 2 below.

If you intend to respond to this action, you or your lawyer must

- (a) file a response to civil claim in Form 2 in the above-named registry of this court within the time for response to civil claim described below, and
- (b) serve a copy of the filed response to civil claim on the plaintiff.

If you intend to make a counterclaim, you or your lawyer must

- (a) file a response to civil claim in Form 2 and a counterclaim in Form 3 in the above-named registry of this court within the time for response to civil claim described below, and
- (b) serve a copy of the filed response to civil claim and counterclaim on the plaintiff and on any new parties named in the counterclaim.

JUDGMENT MAY BE PRONOUNCED AGAINST YOU IF YOU FAIL to file the response to civil claim within the time for response to civil claim described below.

Time for response to civil claim

A response to civil claim must be filed and served on the plaintiffs,

- (a) if you were served with the notice of civil claim anywhere in Canada, within 21 days after that service,
- (b) if you were served with the notice of civil claim anywhere in the United States of America, within 35 days after that service,
- (c) if you were served with the notice of civil claim anywhere else, within 49 days after that service, or

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- (d) if the time for response to civil claim has been set by order of the court, within that time.

CLAIM OF THE PLAINTIFFS

Part 1: STATEMENT OF FACTS

1. Harper Grey LLP (the “Plaintiff”) is a law firm with an address for service of 3200-650 West Georgia Street, Vancouver, BC, V6B 4P7.
2. NetCents Technology Inc. (the “Defendant”) is a public company traded on the Canadian Securities Exchange that specializes in the transfer and exchange of cryptocurrencies.
3. The Defendant’s registered and records office is 1000-1021 West Hastings Street.
4. The Plaintiff seeks judgment for the amount of \$59,456.94, owing for legal services rendered to the Defendant by the Plaintiff pursuant to written retainer agreements.
5. In the alternative, the Plaintiff seeks damages for breach of contract.

The BC Securities Commission investigation

6. The parties entered into a retainer agreement on or about April 16, 2018 (the “BCSCn Retainer”) concerning a BC Securities Commission investigation. The material terms of the BCSCn Retainer with respect to the payment of accounts were as follows:
 - (a) the Plaintiff would charge the Defendant for legal fees based on the time spent by the Plaintiff on the Defendant's behalf; and
 - (b) the Defendant would indemnify the Plaintiff for the payment of all disbursements incurred by the Plaintiff on the Defendant's behalf.
7. The BCSCn Retainer stated that if a bill was not paid within 30 days of the billing date, then the Defendant would pay interest at the rate of 12% p.a., compounded monthly, from the billing date until the outstanding amount was paid.
8. From time to time the Plaintiff rendered and delivered bills to the Defendant pursuant to the BCSCn Retainer.
9. On or about September 28, 2018, the Plaintiff issued invoice no. 462002 in the amount of \$18,952.14 and \$15,986 in trust funds was paid towards invoice no. 462002, leaving \$2,966.14 outstanding.
10. As of August 5, 2020, the Defendant has failed to pay the following invoices issued pursuant to the BCSCn Retainer:

<u>Invoice No.</u>	<u>Amount owing</u>
No. 462002 dated September 28, 2018	\$2,966.14
No. 463248 dated October 31, 2018	\$8,963.07
No. 464495 dated November 29, 2018	\$5,291.27
No. 467230 dated December 28, 2018	\$3,847.45
No. 471000 dated April 16, 2019	\$17,687.81
No. 472972 dated May 31, 2019	\$1,553.77
No. 484324 dated December 30, 2019	\$5,962.05
No. 489835 April 29, 2020	\$1,576.47
No. 493647 dated June 29, 2020	\$658.04
BCSCn Retainer Amount Outstanding:	\$48,506.07

The arbitration

11. The parties later entered into a retainer agreement on or about September 14, 2018 (the "Arbitration Retainer") concerning an arbitration. The material terms of the Arbitration Retainer with respect to the payment of accounts were as follows:
 - (a) legal fees would be based on the hourly rates of those involved in representing the Defendant in the arbitration proceeding; and
 - (b) costs and expenses incurred by the Plaintiff in connection with the engagement (including any disbursements) would be billed in addition to the Plaintiff's legal fees.
12. The Arbitration Retainer stated that if a bill was not paid within 30 days of the billing date, then the Defendant would pay interest at the rate of 10% per annum from the billing date until the outstanding amount was paid.
13. On or about April 16, 2019, the Plaintiff issued invoice no. 471001 in the amount of \$9,900.83 concerning services performed pursuant to the Arbitration Retainer, and that amount remains outstanding.

The construction dispute

14. The parties later entered into a retainer agreement on or about February 8, 2019 (the "Construction Retainer") concerning renovations at the Defendant's office. The Construction Retainer contained the following material terms:
- (a) legal fees would be based on the hourly rates of those involved in representing the Defendant in its dispute with the renovation contractor; and
 - (b) costs and expenses incurred by the Plaintiff in connection with the engagement (including any disbursements) would be billed in addition to the Plaintiff's legal fees.
15. On or about May 31, 2019, the Plaintiff issued invoice no. 472973 in the amount of \$1,050.04 concerning services performed pursuant to the Construction Retainer, and that amount remains outstanding.

Summary

16. The Defendant owes the Plaintiff the following amounts pursuant to the retainers as described herein:

<u>Retainer</u>	<u>Amount owing (\$)</u>
BCSCn Retainer	\$48,506.07
Arbitration Retainer	\$9,900.83
Construction Retainer	\$1,050.04
Total Amount Outstanding:	\$59,456.94

17. The Plaintiff has demanded payment of the Total Amount Outstanding from the Defendant, but the Defendant has refused or neglected to pay the same, or any part thereof.

Part 2: RELIEF SOUGHT

- 1. Judgment in the amount of \$59,456.94.
- 2. Interest on the judgment in accordance with the BCSCn Retainer, the Arbitration Retainer, or, alternatively, the *Court Order Interest Act*.
- 3. Costs.

Part 3: LEGAL BASIS

1. The Defendant is indebted to the Plaintiff pursuant to the terms of contracts for service.

- (1) The plaintiff's address for service is:

HARPER GREY LLP
Barristers and Solicitors
3200 - 650 West Georgia Street
Vancouver, BC V6B 4P7

Fax number for service: (604) 669-9385

- (2) Place of trial: Vancouver


The address of the registry is:

800 Smithe Street
Vancouver, BC V6Z 2E1

- (3) The name and office address of the plaintiff's solicitor is:

HARPER GREY LLP
Barristers & Solicitors
3200 - 650 West Georgia Street
Vancouver, BC V6B 4P7
Telephone: 604 687 0411
Fax: 604 669 9385
Attn: Drummond Lambert/bjo/147511

Date: August 6, 2020



HARPER GREY LLP
(Per Drummond Lambert)
Lawyer for the Plaintiff

Rule 7-1(1) of the *Supreme Court Civil Rules* states:

- (1) Unless all parties of record consent or the court otherwise orders, each party of record to an action must, within 35 days after the end of the pleading period,
- (a) prepare a list of documents in Form 22 that lists
- (i) all documents that are or have been in the party's possession or control and that could, if available, be used by any party at trial to prove or disprove a material fact, and

- (ii) all other documents to which the party intends to refer at trial, and
- (b) serve the list on all parties of record.

APPENDIX

Part 1: CONCISE SUMMARY OF NATURE OF CLAIM:

The Defendant is indebted to the Plaintiff pursuant to the terms of contracts for service.

Part 2: THIS CLAIM ARISES FROM THE FOLLOWING:

A personal injury arising out of:

- ☐ a motor vehicle accident
- ☐ medical malpractice
- ☐ another cause

A dispute concerning:

- ☐ contaminated sites
- ☐ construction defects
- ☐ real property (real estate)
- ☐ personal property
- ☒ the provision of goods or services or other general commercial matters
- ☐ investment losses
- ☐ the lending of money
- ☐ an employment relationship
- ☐ a will or other issues concerning the probate of an estate
- ☐ a matter not listed here

Part 3: THIS CLAIM involves:

- ☐ a class action
- ☐ maritime law
- ☐ aboriginal law
- ☐ constitutional law
- ☐ conflict of laws
- ☒ none of the above
- ☐ do not know

Part 4:

Court Order Interest Act, R.S.B.C. 1996, c. 79