

SCHEDULE "A"

**IN THE PROVINCIAL COURT OF BRITISH COLUMBIA
(SMALL CLAIMS COURT)**

BETWEEN:

PLAYBOOK LOGISTICS INC.

CLAIMANT

AND:

**MOUNTAIN EDGE NURSERY LTD., JORDAN KURTIS DAIGLE
and BREANNE MARIA DAIGLE**

DEFENDANTS

PART 1: STATEMENT OF FACTS

Parties

1. The claimant, Playbook Logistics Inc. ("**Playbook**"), is a company incorporated under the laws of British Columbia with an address for delivery in this action care of McEwan Cooper Dennis LLP, 900-980 Howe Street, Vancouver, BC V6Z 0C8.
2. The defendant, Mountain Edge Nursery Ltd. ("**Mountain Edge**"), is a company incorporated under the laws of British Columbia and has its registered office at 8965 Highway 6, Salmo, BC V0G 1Z0.
3. The defendants Jordan Kurtis Daigle and Breanne Maria Daigle (together, the "**Daigles**") are the sole directors of Mountain Edge.
4. Beginning in or about April 2021, the Daigles promised and Playbook agreed that Playbook would ship materials, including in particular pallets of mixed nursery stock, from Salmo, BC to various destinations across Canada in exchange for payment.

Incorporation of Mountain Edge

- 5. The Daigles caused Mountain Edge to be incorporated on or about January 28, 2022.
- 6. The Daigles caused Mountain Edge to be incorporated for the express purpose of committing a wrongful act – namely, to withhold payments and/or materials rightfully owed to retail customers, suppliers, and others across Canada.
- 7. Once Mountain Edge was formed, the Daigles expressly directed it to commit wrongful acts – namely, withholding payments and/or materials rightfully owed to retail customers, suppliers and others across Canada.
- 8. Mountain Edge is a sham – that is, a mere agent, façade, or alter ego of the Daigles.

Defendants Fail to Make Payments Owing to Playbook

- 9. In June and July 2022, Playbook delivered the two shipments (together, the “Shipments”) according to the requirements, set and agreed to between Playbook on the one hand and the Daigles and Mountain Edge on the other, of Purchase Requisition Orders #15898 and #15976.
- 10. On delivery of the Shipments, Playbook fulfilled its obligations to the Daigles and to Mountain Edge thereby entitling it to the previously agreed-upon payment amounts. Upon fulfillment of each Shipment, Playbook issued an invoice (together, the “Invoices”). Details in respect of the Invoices and the agreed upon amounts owing under each Invoice are set out below:

Invoice No.	Invoice Date	Due Date	Amount
#15898	July 4, 2022	Aug 3, 2022	\$15,820.00
#15976	July 11, 2022	Aug 10, 2022	\$15,820.00
TOTAL:			\$31,640.00

- 11. Despite Playbook’s delivery of the Shipments and repeated demands for payment of the agreed upon amounts due and owing, the Daigles and Mountain Edge have withheld payment in breach of their obligations to Playbook. The Daigles and Mountain Edge have thus been enriched and Playbook has suffered a corresponding loss.

PART 2: THE RELIEF SOUGHT

12. Playbook claims against the Daigles and Mountain Edge for the following relief:
 - a. damages in the amount of \$31,640.00 for failure to comply with contractual obligations;
 - b. in the alternative, damages in *quantum meruit*;
 - c. such costs as may be allowed;
 - d. interest as per the *Court Order Interest Act*, RSBC 1996, c 79 and
 - e. such other relief as this Honourable Court deems just.

PART 3: THE LEGAL BASIS

13. The Daigles and Mountain Edge have breached their contractual obligations to Playbook by failing to pay the agreed upon amounts owing under the Invoices, and Playbook has suffered a resulting loss.
14. In the alternative, Playbook delivered the Shipments, the Daigles and Mountain Edge received the benefit of those services by Playbook, and it would be unjust for the Daigles and Mountain Edge to retain such benefit without paying reasonable remuneration for the services performed by Playbook.
15. The Daigles are wholly liable on behalf of Mountain Edge as it would be flagrantly opposed to justice for this Court to allow the corporate veil of Mountain Edge to protect the Daigles.