Court File No. CV-14-10751-00CL

***ONTARIO***

**SUPERIOR COURT OF JUSTICE - COMMERCIAL LIST**

**BETWEEN:**

**ARNOLD BECKERMAN and WAYNE BERRY**

Applicants

- and -

**JULIAN DEVANTE**

Respondents

**APPLICATION UNDER Section 241 of the Canada Business Corporations Act**

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# FACTUM OF THE RESPONDENT
# JULIAN DEVANTE

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## PART 1- FACTS

### Overview

1. The Respondent, Julian DeVante **("Julian"),** funded and invented a non-toxic energy-storage technology that can be made into ink and printed (the **"Technology").** The development of the Technology was completed by August 2011, before Synthion Energy INC. **("Synthion")** was incorporated and before Julian met the Applicants.

**Responding Affidavit of Julian DeVante, November 2022, ("Responding Affidavit DeVante"), paras. 3**

2. Contrary to their assertions, the Applicants are neither directors nor shareholders of Synthion. Synthion is also not the owner of the Technology.

**Responding Affidavit DeVante, paras. 22**

3. The applicants mis-represented themselves, their connections and capabilities, acted deceitfully and of ill intent. They engaged in illegal and criminal acts that caused irreparable harm to me, my company and my technology.

**Responding Affidavit DeVante, paras. 11**

4. The Respondents further submit that the Applicants quest for control over both Synthion and

the Technology cannot be construed as within their reasonable expectation and should therefore be denied. Julian funded and invented the Technology and holds at least 93 per cent of the shares of Synthion.

- The Applicants failed to meet the items laid out in the 'Founders Agreement' to be entitled to the 4% of the shares of Synthion.
- The applicants acted in an oppressive manner. They engaged in activities that were deceitful, illegal and criminal. This includes manufacturing a fraudulent share certificate for my 93% shares in Synthion Energy. Inc – the certificate is not signed by me and contains a corporate seal different to and not the official seal of Synthion Energy inc.

Despite these facts, the Applicants are asking this Honorable Court to disregard Julian's interests and give the Applicants full control over not only Synthion, but the Technology as well.

## Background

1. I am the inventor of an energy-storage technology that can be made into ink and printed (the "**Technology**"). Unlike current lithium-based energy storage systems, my technology is low cost, water-based and non-toxic. My printable technology is worth millions of dollars.

**Responding Affidavit DeVante, paras. 3**

2. I researched and developed the Technology between May 2008 and August 2011. I self-funded the project and invested most of my savings into developing the Technology during this period. Later in 2011, I moved from Ottawa to Toronto.

**Responding Affidavit DeVante, paras. 5**

5. On March 26, 2012, I incorporated Synthion Energy INC. under the Canada Business Corporations Act. I was appointed President and Secretary and elected as a director of Synthion on March 27, 2012. I was appointed Chairman of the Board of Directors of Synthion on March 28, 2012

**Responding Affidavit DeVante, paras. 6, Exhibit "A"**

3. By April 2013, I placed an ad for Chief Financial Officer and Wayne J Berry responded. I did not meet Berry in person but spoke to him on the phone about the CFO position. I relayed to him I was about to travel and would get back to him once I returned. We requested a Police Background Check and a signed NDA in the mean time.

**Responding Affidavit DeVante, paras. 7, Exhibit "B"**

**5 Million dollar manufacturing offer and 100 Watt Prototype**

6. June 2013 - I travelled to China and after 6 months I had two solid offers for partnering and manufacturing the technology in China; including one offer for more than 5 Million Canadian dollars with the Alfa Bus Company that tested my technology and wanted to power their electric bus with my battery

**Responding Affidavit DeVante, paras. 8, Exhibit "C"**

7. Berry kept contacting Synthion's Office asking for me and when I was returning. We let Berry know that I was working with Key Partners in Beijing on commercialize the technology. At this point I did not make a final decision on the direction and offers I wished to accept.

**Responding Affidavit DeVante, paras. 9, Exhibit "D"**

**Convince Julian to stop commercialization efforts in China**

8. 2013 September – By email dated September 19th, 2013– Berry tells Arjun (Synthion's then Director) that Beckerman is concerned with Julian's presence in China and wants to get a Patent deal with him. "So we need to move quicker". Berry says that once the technology is demonstrated they have a "group of whos who that's ready to go"

- I did not know at the time that this was a deception and lie to get me to go with them instead of manufacturing in China.

**Responding Affidavit DeVante, paras. 10, Exhibit "E"**

- By email dated December 13th, 2013 – I thank Berry and Beckerman for the dinner. I go on to say " …Attached is the doc I put together for the commercialization process I thought I was going to execute in China… Keep confidential"

**Responding Affidavit DeVante, paras. 10, Exhibit "F"**

**Beckerman and Berry misrepresented themselves**

9. Towards the end of 2013 – I returned to Canada to think about my options in China as my six months Visa needed renewal. I met with Wayne J Berry ("Berry") and Arnold Beckerman ("Beckerman") who represent themselves as trustworthy individuals with high level connections to top companies that can quickly bring my technology to manufacturing – Beckerman and Berry Dissuaded me from manufacturing in China saying that "the Chinese will steal your technology and you will be left with nothing". I was told Arnold was a millionaire with the duo having connections to high net worth individuals that would be ready to fund the manufacturing of my printable battery technology. Exactly the same story they told Arjun.

**Responding Affidavit DeVante, paras. 11, Exhibit "E"**

**Berry Defrauded elderly Investors in Nova Scotia**

10. In 2012, The Nova Scotia Securities Commission ("NSSC") came after Wayne J Berry for defrauding elderly Nova Scotia Residents – Berry deposited their investments in his Bank Account then ran away to Africa when the authorities came after him.

- In 2017 Berry admitted his guilt and settled with the NSSC after most of the elderly investors past away without ever getting back their investments.
- Berry was prohibited from becoming or acting as a registrant, investment manager or promoter for 5 years
- prohibited from acting or becoming a director or officer of any issuer, registrant or investment fund manager for 5 years
- Cease trading in security for 5 years
- Berry's company Encharge and EnchargeCanada are denied the use of exemptions contained in Nova Scotia laws for 10 years
- be reprimanded and ordered to pay $43,500

**Responding Affidavit DeVante, paras. 11, Exhibit "P"**

**Berry in financial ruin in 2012**

11. In 2012, Berry was in utter financial ruin, earning only $11,916.6 in income – he was being sued by his ex-wife for unpaid child support and the investors he defrauded were after him to get their money back. Berry was desperate to find money for his financial problems. Email attached as Exhibit "Q" to this my affidavit

**Responding Affidavit DeVante, paras. 11, Exhibit "Q"**

12. Beckerman was no millionaire. He owned a small rice packaging machine in Philippines.

**Responding Affidavit DeVante, paras. 11**

**The setup and con**

13. Beckerman and Berry invited me to dinner and filled my head with all kinds of lies regarding their connections and capabilities. It would take almost six months to find out it was all a lie and learn their true motives. This is the sequence of events:

- Beckerman and Berry expressed strong concerns with me manufacturing in China. They said many times, the Chinese will steal my technology and that they have high net-worth individuals lined up to quickly bring my printable battery to manufacturing.

**Responding Affidavit DeVante, paras. 12, Exhibit "E"**

- By email dated December 13th, 2013 – I thank Berry and Beckerman for the dinner. I go on to say " …Attached is the doc I put together for the commercialization process I thought I was going to execute in China… Keep confidential" Find attached as Exhibit "F" to this my affidavit.

**Responding Affidavit DeVante, paras. 12, Exhibit "F"**

**Move forward in California USA**

14. 2013 November – I Created a printable battery demonstration for Wayne, Arnold and Arjun at Synthion's office downtown Toronto - In an email dated November 29th, 2013: Arnold advised Arjun that both he and Wayne feels that the Julian's technology is " a game changer and the benefits will impact the world for the better.." Find email attached as Exhibit "G" to this my affidavit.

**Responding Affidavit DeVante, paras. 13, Exhibit "F"**

15. 2013 December – By email dated December 1st, 2013, Arjun told Beckerman and Berry that him and Julian is putting together a strategy for moving forward in USA.

**Responding Affidavit DeVante, paras. 14, Exhibit "H"**

**GESC Incorporation**

16. In May 2013 December 10th - I incorporated Global Energy Storage Corporation (GESC) under the laws of Delaware. Head office located in California.

**Responding Affidavit DeVante, paras. 15, Exhibit "I"**

**Beckerman and Berry's role in GESC**

17. By email dated December 10th, 2013 - I sent Wayne and Arnold a document outlining my vision and strategy for GESC & Wayne and Arnold's respective roles in the corporation. Note their names in the second last page with their respective roles.

**Responding Affidavit DeVante, paras. 16, Exhibit "J"**

**Personally Started Patent process on behalf of the inventor not Synthion**

18. 2013 December - I started the patent process for my printable battery personally by hiring 'TT Consultants' to assist me in putting together the patent. The Patent is in my name, not (Synthion Energy Inc nor GESC). The Patent was to be licensed to GESC. Wayne and Arnold convinced me to terminate my work and agreement with 'tt Consultant'(not trustworthy) and to go with NRF (Norton Rose Fullbright)

**Responding Affidavit DeVante, paras. 17, Exhibit "KK"**

**Wayne and Arnold have the Technology Tested and Validated**

I was advised by Wayne and Arnold that before they would connect me with potential investors, they needed an expert to verify the Technology worked like I said it did. On December 18, 2013, I performed a second demonstration for Wayne and Arnold who had invited Henry Vehovec to vet the Technology. Henry was an Applied Science and Engineering Professor at the University of Toronto, member of the Sustainable Development Technology Canada Investment Committee and expert in the area of clean energy.

During the demonstration, I provided Henry with technical data and answered his questions about the Technology. Next, I painted six cells on paper using my nanomaterial energy storage paint and connected them to make a functional battery. Henry tested the battery's voltage, current, chart time and power output. The testing matched the technical data from our technical documents. Henry performed additional safety tests, such as reverse charging and shorting. Henry concluded the Technology is a huge breakthrough and would have a disruptive effect on the energy storage market.

**Responding Affidavit DeVante, paras. 18, Exhibit "L"**

**Global Energy Storage Corporation was setup for manufacturing in California**

19. By email dated January 16th, 2014 – Berry tells NRF's Paul Amerault that I am incorporated in both USA and Canada; additionally, Berry's first draft of a contract was for GESC not Synthion.

**Responding Affidavit DeVante, paras. 19, Exhibit "BBBB"**

**Convolute the Contract**

20. By email dated January 5th, 2014: Wayne J Berry contacted Paul Amirault of NRF(Norton Rose Fullbright) At the time I did not know that Paul Amirault was Wayne's friend - Wayne asked Amirault to draft a contract that would be clear to understand in some parts and convoluted in others.

**Responding Affidavit DeVante, paras. 20, Exhibit "M"**

**The "founders" Agreement**

21. Beckerman, Berry myself and Arjun Chahal ("Arjun") entered into a performance based - founders agreement ("contract") on January 10th, 2014, despite the fact that they were not founders.

**Responding Affidavit DeVante, paras. 21, Exhibit "N"**

**Beckerman and Berry were not elected as directors**

22. Clause 1(a) of the Founders Agreement contemplated that all of the parties Arnold were to be directors of Synthion. Arjun and I were both directors of Synthion at the time. Wayne and Arnold were never formally elected as directors.

**Responding Affidavit DeVante, paras. 22**

**We have no money**

23. 2014 January 27th - Immediately after signing the contract - Beckerman and Berry tell Arjun and I that they have no money and cannot pay the overhead cost of $15,000 a month as per the contract they just Signed.

- Arnold and Wayne had entered into the Founders Agreement without disclosing the fact that they would be unable to provide funds to cover various expenses which they agreed to do in the Founders Agreement.

**Responding Affidavit DeVante, paras. 23, Exhibit "O"**

**NRF Agreements with Synthion and Julian DeVante**

24. January 31st, 2014, NRF signed a letter of engagement with myself on behalf of Synthion. Under the section "Scope of Engagement and Instructions": "We are authorized to act for Synthion in this engagement on the instructions of Julian DeVante"

**Responding Affidavit DeVante, paras. 24, Exhibit "UUU"**

**Julian's Personal NDA with NRF for his Patent**

25. NRF Chris Hunter entered into a non-disclosure agreement (NDA) with myself personally – not Synthion Energy Inc.

**Responding Affidavit DeVante, paras. 25, Exhibit "ZZZ"**

**Meetings with Potential Investors**

26. On January 14, 2014, Wayne and Arnold arranged for Arjun and I to meet two potential investors names Frank Giffen ("Frank") and Bobby Ahluwalia ("Bobby"). Frank and Bobby had previously viewed a video of the Technology and wanted to see a demonstration in person.

**Responding Affidavit DeVante, paras. 26**

27. I demonstrated the Technology for them during the meeting and both were impressed. When they began to discuss business terms, Arnold stopped them and said "he will take it offline". Bobby asked me what my vision was for the business, but Wayne abruptly ended the meeting.

**Responding Affidavit DeVante, paras. 27, Exhibit "CCCC"**

28. A second meeting with Frank and Bobby was planned on February 13, 2014 to discuss business terms. Wayne initially advised that the meeting was cancelled because Arnold was unable to attend. However, at the last minute, Wayne asked me to book a meeting room for him at our office. I did not attend this meeting.

**Responding Affidavit DeVante, paras. 28, Exhibit "CCCC"**

**Beckerman and Berry block Investment from Frank and Bobby (Scotia Bank)**

29. We later discovered that Frank and Bobby were interested in investing. During one of our weekly meetings, Wayne and Arnold advised us that they were not happy with the individuals Frank and Bobby

had brought to the second meeting. I advised Wayne and Arnold that they could not hold meetings without me as I was the decision maker. Arnold and Wayne apologized and assured me it would not happen again.

**Responding Affidavit DeVante, paras. 29**

30. Wayne and Arnold would continue to hold meetings regarding the Technology without my knowledge. Arjun and I confronted them on several occasions during weekly meetings we were holding.

**Responding Affidavit DeVante, paras. 30**

31. Wayne and Arnold advised that they had met individuals from the largest auto-parts manufacturer in North America regarding a joint venture. They said the manufacturer was interested in using the Technology in a powerpack for electric vehicles. The manufacture would build the factory and receive a license for the Technology. I was not involved in these discussions. Once again, I advised Wayne and Arnold that they could not have these kinds of conversations without Arjun and I.

**Responding Affidavit DeVante, paras. 30**

32. Later, in April 2014, Arnold advised me about a possible investment from the Israeli government. Arnold said the approval of the top scientist was first required. Arnold advised me that the scientist wanted to learn more about the Technology and that he provided the scientist with documents relating to the Technology. I told Arnold that he could not share information without a signed non-disclosure agreement. He subsequently stopped providing me with updates on this development.

**Responding Affidavit DeVante, paras. 32**

**Plans to Dissolve Synthion Energy Inc and operate in California USA**

33. 2014 March 26th – We were gearing up to dissolve Synthion Energy Inc. Moving to develop a pilot facility in California USA:

- By email dated March 26, 2014 – I asked Berry if I should get in touch with Synthion's Corporate lawyer –NRF's Paul Amirault to dissolve Synthion Energy Inc.
- By email dated March 26th – Berry makes a list for me – one of the item is Synthion's dissolution papers from Synthion's Corporate Lawyer – Paul Amirault – another is living space and lab space for California.
- May 30th, 2014 - Audio Transcript (Page 27 – Line 20 to 25): Both Berry and Beckerman say we are going to close everything down (Synthion).

**Responding Affidavit DeVante, paras. 33, Exhibit "R" and Exhibit "W"**

**Julian moves to California to setup the pilot facility**

34. The pilot facility in California was the central part of the next phase of our operational plan. It would allow me to produce the nanomaterials on a large scale and to develop a streamlined manufacturing process for larger scale cells. The first target was to create a 100 kilowatt prototype for

Southern California Edison to field test. Southern California Edison is the main electricity supply company for southern California and was interested in testing the Technology. Under the Founders Agreement, Wayne and Arnold were required to assist in setting up the pilot facility.

**Responding Affidavit DeVante, paras. 34, Exhibit "N"**

35. 2014 April 19th – I travelled to California – (Beckerman drove me to the Airport). Prior to leaving to California, I packed my materials and equipment into 11 boxes and labelled them. I needed the materials and equipment to set up the pilot facility. Wayne and Arnold were responsible for shipping the boxes to me once I arrived in California.

**Responding Affidavit DeVante, paras. 35, Exhibit "U"**

36. By email dated May 5, 2014, I sent Wayne and Arnold a list of potential sites for the pilot facility. They never responded and, to the best of my knowledge, did not make any further inquiries regarding the pilot facility.

**Responding Affidavit DeVante, paras. 36, Exhibit "KKK"**

**Patents off limits except for Julian DeVante (Inventor)**

37. 2014 February – By email dated February 19th, 2014 - I was clear to Beckerman and Berry that Patents was 'off limits' to them as the technology was not theirs – It was never assigned to Synthion because Synthion was to be dissolved and the relationship broke down very quickly after that. NRF signed a NDA and a confidentiality agreement to ensure only I work with them on Patents. By email dated August 27th, 2014 NRF Paul Hunter – lead patent attorney explains this to Berry's Lawyer – Alan Dryer.

**Responding Affidavit DeVante, paras. 37, Exhibit "S"**

**Berry secretly visited NRF to look at the confidential Patent**

38. 2014 April - Despite making clear to Beckerman and Berry that Patents were off limits, Wayne J Berry dropped by Norton Rose Financial to view my confidential Patent.

- In so doing, he was able to ascertain the chemicals and equipment used in making the printable battery.
- By email dated April 7th, 2014 – Michael Ladanyi of NRF apologized for letting this happen and By Email dated June 26th, 2014 Wayne lied saying he did not do this - to this lie, the chief Patent attorney called out his lie.
- NRF had breached our NDA agreement and Berry breached Synthion's code of conduct as well as the understanding I had with him.

By email dated June 26th, 2014 and email dated April 7th, 2014. Find attached as Exhibit "T" to this my affidavit

**Responding Affidavit DeVante, paras. 38, Exhibit "T"**

**Stole Printable Battery Making Materials and Equipment**

39. May 2014 – Instead of shipping the boxes to me as we agreed upon - Wayne and Arnold stole the boxes containing the chemicals, materials and equipment directly relating to my Patent for themselves. This is a breach of Synthion's Code of Ethics, breach of trust, Duty of Care as a director; it is also criminal.

- By email dated April 19th, 2014 I provided a 'Ship To' address for the boxes for the pilot facility. I mentioned I had space to store the boxes.
- By email dated April 21, 2014 – Beckerman tells me that he found a carrier to ship the boxes to me and that it will be shipped in a day or two.
- By email dated April 21st, 2014 – Berry tells me that "we have got everything packed up...it should be shipped out on Wednesday and take roughly 1 week."

**Responding Affidavit DeVante, paras. 39, Exhibit "V"**

**Audio Recording of Berry, Beckerman and Arjun**

40. 2014 May 30th - After getting Arjun to question them on the matter and record the conversation; they admit the following: [Audio_Transcript.pdf]

- Arnold tells Berry and Arjun that he is not paying for the locker (Pg 5 line 18)
- We all agreed and want Synthion to be Dissolved (Audio Transcript, Pg 7 Line 9 - 25)
- The Corporate Books, Shares Certificate etc was with Julian (Audio Transcript – Pg 6 line 20)
- They question Arjun where I get the chemicals for the battery from (Page 9 – Clip 8)
- Wayne tells Arjun "He doesn't tell you where he gets his stuff? ..well ultimately we are all going to know." (Page 9 – Clip 8)
- Wayne makes clear that "there's definitely 2 boxes missing" (Page 4, line 28)
- Berry states "If it's gone its gone. The most you can do is file a police report..." (page 3 line 6)

**Responding Affidavit DeVante, paras. 40, Exhibit "W"**

41. Their theft occurred after Berry visited NRF to look at the Patent and ascertain the chemicals, equipment and materials.

- This technology is worth hundreds of millions and the patent was confidential at the time.
- The stolen boxes contained exactly the chemicals, materials and equipment mentioned in the patent and was crucial to putting together the Pilot Facility
- Neither Berry nor Beckerman filed a Police report.

**Responding Affidavit DeVante, paras. 41, Exhibit "T" and Exhibit "V"**

**Cannot do business with people that steal from me**

42. After I found out Beckerman and Berry stole from me and listened to the recordings of conversations that Deborah shared with me – between Berry and her; I told Arjun in a face to face conversation that “I cannot do business with people that steal from me”.

**Responding Affidavit DeVante, paras. 42**

**Filed a Police Report for the Stolen Materials and Equipment**

43. 2014 June – After reviewing the recording and speaking to various individuals associated with Beckerman and Berry –By email dated June 10th, I filed a Police Report with the Toronto Police.

**Responding Affidavit DeVante, paras. 43, Exhibit “X”**

**Police Investigation compromised**

44. 2014 June 26th – The Police investigation was compromised as the email I sent to Officer Hadad was forwarded to Wayne J Berry & Arnold Beckerman. The person under investigation by the Toronto Police.

- The police investigation was compromised as Berry found out about the investigation, contacted the Toronto police stating that “I had stolen their money and ran away to California, starting a new company they did not know about” that “they removed me from Synthion and they were the only directors and owners of the technology” – Berry spread this lie to the investors and business associates interested in Synthion which him and Beckerman was working with as they covertly continued to act as directors in Synthion.
- By email dated July 31st, 2014 – I informed Loudon Owen “I had spoken to the police officer handling the case today. He said Wayne/Arnold have been in contact with them and continuously providing information to the point they are inundated... He also said that he was told that I am no longer Chairman of the board ..which I told him is not true. I find that bizarre.” Beckerman and Berry was Lying to the Toronto Police.

**Responding Affidavit DeVante, paras. 44, Exhibit “Y” and Exhibit “FFFF”**

**Theft Complete – Need Corporate Books, Shares Certificate and Seal**

45. 2014 May 30th – By Voice recording – Conversation between Directors – Arjun, Beckerman and Berry:

- Audio Transcript (Page 6 line 20) this part of the Audio Transcript is important because at this point in their scheme, they needed to get their hands on the corporate books and shares certificate. Since it was with me, the Chairman of the Board, they had NO CHOICE but to fabricate and manufacture fraudulent books and shares certificates - which is criminal.
- Basically, in this part of the recording, not only do they verify the official books, shares certificate, bank card etc is with me(the Chairman) but more importantly, they CLEARLY state that it was our

agreed upon plan to DISSOLVE Synthion Energy ( Pg 7 Line 9 - 25) and moreover they wanted us to do this… but this is NOT what they told the Police and the Honourable Court; Their story to the Toronto Police and to the Honorable Court was that Julian stole our money and ran away to California and started a new company(GESC) that we did not know about. He stole the technology, committed fraud etc. Lying to the Police and to the court is criminal.

**Responding Affidavit DeVante, paras. 45, Exhibit "W"**

**Berry and Beckerman fail to meet items in the Founders Agreement for the 2% shares**

46. I had brought Wayne and Arnold into Synthion to assist with some of the business elements, but they did not have the authority to make important decisions. As holder of 93% of the issued and outstanding shares of Synthion, chairman of the board and inventor of the Technology, I had final decision making authority. As Chief Scientist, I was responsible for all aspects of the Technology; additionally, NRF engagement letter clearly states (under scope of Engagement and Instructions) that NRF acts for Synthion on the instructions of Julian DeVante.

**Responding Affidavit DeVante, paras. 46, Exhibit "N"**

47. Under clause 1(d), Wayne and Arnold were to be primarily responsible for fundraising, strategy and managing the day to day operations of Synthion. Wayne and Arnold did not have the authority to discuss the Technology or make important decisions without my knowledge and approval.

**Responding Affidavit DeVante, paras. 47, Exhibit "N"**

48. Under clause 4(a) of the Founders Agreement, Synthion agreed to grant each of Wayne and Arnold two per cent of the shares of Synthion for assisting on the baseline items in 4(d). The baseline items in clause 4(d) included the following:

- Office located in or close to Irvine, California
- Lab space - 5000 sq ft.
- Patents
- Legal
- Assist in setting up complete corporate structure
- Assist in setting up a financial structure
- Assist in assembling other team members as necessary
- Provide market research data and complete Business Plan (if needed)
- Road show for capital raise and possible road to IPO for next year
- Cover overhead and monthly wages in the near term, which may include
- Office, marketing
- Current wages for Arjun ($5000), Julian ($10,000)
- Travel
- Small scale prototype related cost

- Assist in all work related to setting up a pilot manufacturing facility

**Responding Affidavit DeVante, paras. 48, Exhibit "N" and Exhibit "UUU"**

**Covert Communications with Investors**

49. By email dated May 29th 2014 – The evidence that Berry and Beckerman came into my company to steal my technology keep growing – In an effort to covertly communicate with potential investors; Berry used his Wife's Skype account to communicate with potential investors in an illegal attempt to enrich himself.

- Even if Berry was not yet suspended, it was prohibited to hold meetings on Synthion's business without my knowledge and presence, especially in such a glaringly covert and shady way. This is a breach of Synthion's Code of Ethics, breach of trust, its Email Security policy and Duty of Care as a director.

**Responding Affidavit DeVante, paras. 49, Exhibit "Z"**

50. Wayne and Arnold were eventually terminated from Synthion on June 4, 2014. At that time, we were without an office, lab space, patent (I had filed two provisional patent applications, but no patent), legal structure, corporate structure, financial status, other team members, completed market research or business plans.

- The closing sentence of clause 4(d) of the Founders Agreement states that funds advanced to Synthion are repayable with interest at an annual rate of 12% at the lender's discretion in either cash or shares of the Company, but requires the terms to have been negotiated at the time of advance. Such terms were never negotiated

**Responding Affidavit DeVante, paras. 50, Exhibit "N"**

**Loudon Owen**

51. Around June of 2014, Deborah introduced me to Loudon Owen whom is a former lawyer turned investor – Loudon has connections and business relationships globally. In July 2014, I explain what has transpired in Synthion with Beckerman and Berry in order to obtain his advise.

- In my first face to face meeting with Loudon; after viewing a video of my printable battery, he said to me, "this is something I can make me a lot of money".
- Loudon was interested in investing in Synthion but only if he was made Chairman of the Board of directors. I declined his offer.
- I suspect, just like the other investors I declined, Loudon went on work with and fund Beckerman and Berry using a new company to hide their scheme.

**Responding Affidavit DeVante, paras. 51, Exhibit "FFFF"**

**Shareholders Meeting remove Beckerman and Berry held at Toronto Police Station**

52. Beckerman and Berry continues engaging investors and acting on behalf of Synthion despite my warning for them to stop and despite the safety notice I placed on online.

- In November 19th, 2015: With the approval of Officer Maciak of the Toronto Police Dept; I held a special Shareholders meeting at the Toronto Police Station in view of the Police Constables – Beckerman and Berry never showed up and were legally remove again. I did not have to do this but I wanted it to be witnessed by the officers.

**Responding Affidavit DeVante, paras. 52, Exhibit "BBB"**

**Berry tells me he owns Synthion, my shares and my technology**

53. By email dated November 19th, 2015, Berry reply to the Notice of Meeting and their subsequent removal as directors from Synthion with the following statement "...refrain from falsely representing your self as a representative in any capacity of Synthion Energy..."; this is the same lie they were telling their investors and technology partners.

. **Responding Affidavit DeVante, paras. 53, Exhibit "HHHH"**

**Deborah spreads the lie that Beckerman and Berry own Synthion and my technology**

54. By email dated March 2nd, 2016 – Deborah told Eugene Millard - owner of New Age Innovations LLC (A technology investment firm) – that Beckerman and Berry owns Synthion and Julian's technology and everything related.

**Responding Affidavit DeVante, paras. 54, Exhibit "SSS"**

**Beckerman and Berry colludes with Synthion's Lawyer Paul Amerault**

55. NRF signed a letter of engagement with myself on behalf of Synthion. Under the section "Scope of Engagement and Instructions": "We are authorized to act for Synthion in this engagement on the instructions of Julian DeVante"

**Responding Affidavit DeVante, paras. 55, Exhibit "UUU"**

- Paul Amerault breached his fiduciary duty, duty of good faith, Codes of Professional Conduct in his collusion with Beckerman and Berry's illegal activities. Paul did not defend me or Synthion's interest as I held 93% ownership in Synthion.
- If Paul did adhered to the codes of professional conduct and duty of good faith then he would have informed me of all the criminal intentions of Beckerman and Berry. He would have reported their actions to myself and the police. Paul would have guided me to remove Beckerman and Berry from Synthion to protect my company and my technology.

- As per the email in Exhibit “Y” - Paul Amerault knew the Toronto police investigation was compromise (Berry sent him the email I had sent to Deborah with details of the investigation) but did not inform the police or myself, his client.
- Paul Amerault withheld correspondence between himself, Beckerman and Berry for 11 months until they had access to my patent the following year (due to my lawyer withholding my documentary evidence from the Judge). – Paul Amirault was the only person questioned by Beckerman and Berry’s lawyer and used his answers in their May 1st motion to access my patent.
- Paul secretly guided Berry and Beckerman. Paul hid all their communications and plans.
- By email dated September 15th, 2015 - When I asked Paul to disclose all of NRF dealing with Beckerman and Berry; Paul told me he knew “nothing” despite as the evidence will show – Beckerman and Berry disclosed all their plans with Paul and gained his guidance.

  **Responding Affidavit DeVante, paras. 55, Exhibit “HH” and Exhibit “Y”**

**Investment offers to Julian**

56. Offers to Julian from Anthony Campbell – David Appleby and their investors

- By email dated 14th June 2014 - David Appleby and Anthony Campbell put together a business proposal to engage with them in business. They would accept me agreeing to their offer once the money came in from their consortium of investors. I considered their offer and refused.

  **Responding Affidavit DeVante, paras. 56, Exhibit “OOO” and Exhibit “MMM”**

**Offers to Julian from Deborah Flattery**

57. In addition to the letter of intent, Deborah also sent me a list of new demands. In addition to the 10% of the $14 million dollar loan, Deborah asked for $1.4 million in equity, return of the $120,000 (deposited into Gene’s account for the loan) plus $50,000, the positions of Director of GESC and Director of Marketing and a consulting fee of 5% of any revenues received from Dimora. I advised Deborah by telephone that I was not prepared to agree to her demands. I also advised her that I would only hire qualified individuals as executives. Deborah’s email to me is attached as Exhibit “NNN” to this my affidavit.

**Responding Affidavit DeVante, paras. 57**

**Letter of Intent with Alfred DiMorra**

58. Alfred DiMorra was in the process of making an offer but I halted the process. Letter of intent drafted by Deborah for Alfred DiMorra

**Responding Affidavit DeVante, paras. 58, Exhibit “JJJ” and Exhibit “iii”**

## Rejected Investors draw in by Berry and Beckerman

### Deborah Flattery, Antony Campbell, David Appleby, Alfred DiMora

59. These investors I rejected to do business with jumped at the chance to do business with Beckerman and Berry - they were now in 'bed together' as business partners to profit from my technology.

**Responding Affidavit DeVante, paras. 59**

60. Berry persuades associates to buy shares in Synthion as a show of 'Good Faith'

- By Email dated July 11th, 2014 - Berry tells Anthony Campbell, David Appleby, Deborah Flattery (individuals who previously made offers of investment to me and which I turned down). That he wanted them to have a show of "good faith and wipe the slate clean' & "Show trust by buying shares in Synthion" - without knowledge and consent of both Arjun and myself.

**Responding Affidavit DeVante, paras. 60, Exhibit "ii"**

### Deborah pressures Gene to switch the loan from GESC to DiMora Automotive

61. By email dated April 8th, 2015 – My then lawyer Jonathan Burshtein spoke on the phone with Chris Sabol, lawyer for Gene's company "New Age Innovations LLC" – Chris relay to Jonathan that Deborah said:

- I was wanted by Interpol and a fugitive
- Deborah has been pushing hard to have the investment loan for GESC replaced with DiMora Automotive

**Responding Affidavit DeVante, paras. 61, Exhibit "QQQ"**

### Berry and Beckerman enters into a licensing deal with DiMora

62. By email dated July 2nd, 2014 – Deborah Flattery introduces Beckerman and Berry to Alfred DiMora, In the email Deborah stated that she is "...bringing great minds together for building strategies for the future"

**Responding Affidavit DeVante, paras. 62, Exhibit "LLL"**

63. By email dated July 21, 2014 Berry tells Chris Hunter of NRF that: Beckerman and Berry had secured a licensing deal with Alfred A DiMora – an investor in California. DiMora had just signed a tentative deal with the Vietnam Government to build electric Cars in Vietnam and was looking for a low cost and safe battery technology.

**Responding Affidavit DeVante, paras. 63, Exhibit "DD"**

**Consortium of Investors join Berry and Beckerman**

64. By email dated July 21st, 2014, Berry tells Deborah that there is a consortium of investors they are working with.

**Responding Affidavit DeVante, paras. 64, Exhibit "EE"**

## Technology Theft and Corporate Espionage

**Desperate need to access to Julian Paten - Investors in the wait**

65. With the illegal securing of investment and the licensing deal with DiMora; they needed access to Julian's confidential Patent for the printable battery making process.

- By email dated July 31st, 2014 – Beckerman told NRF's Chris Hunter (Synthion's then Patent Attorney), Paul Amerault (Synthion's Corporate Lawyer) and Berry that "We have several high level profile individuals lined up to become involved and require that you confirm a claim has been filed against the patents as well as a copy of the patents...to build on or marry to some similar technology to refile new patents...time is of the essence".

**Responding Affidavit DeVante, paras. 65, Exhibit "KK"**

## Crooked reason for this very lawsuit

**Reason1: NRF Blocked access to Julian's Patent**

66. With investors in the wait and a licensing deal with DiMora, Beckerman and Berry tries to get their lawyer (Alan B Dryer) to gain access to my then confidential patent from NRF. By email dated August 27th, 2014 - Chris Hunter tells their lawyer that "...Part of our non-disclosure obligations is that we are not allowed to disclose anything about the patent applications to anyone other than Julian DeVante. Hence any disclosure of the patent application would put us in violation of our confidentiality obligations. Arnold and Wayne are aware of this."

**Responding Affidavit DeVante, paras. 65, Exhibit "ZZZ"**

**Reason 2: Keep Julian busy with this lawsuit**

67. By email dated July 2nd, 2014 – Berry tells his buddy, Paul Amerault (one of the suppressed email): "I noted in the agreement there is a reference to him and Arjun owing class A shares, it would be great if another class of Shares could be created to provide control so we can stabilize the company, even if Julian didn't like it, he would have to fight it to change it later. My guess is if we file a lawsuit against him, Arjun and GES, he would be to busy (that's if he fights back and that is highly doubtful given what we knew of him) dealing with those lawsuit to deal with anything else. Our thinking is, once he and Arjun are served with the lawsuits, they will comply with just about anything we offer."

- These two emails reveals the real reason for this very lawsuit Beckerman and Berry brought in November 2014. It is clear that NRF's Paul Amerault – synthion's then corporate lawyer, colluded with Berry and Beckerman. Paul suppressed these emails for more than eight months –thereby harming my confidential patent, this court case and my interest in Synthion.

**Responding Affidavit DeVante, paras. 66, Exhibit "JJ"**

**Get rid of Julian and Arjun**

68. The stakes were now high and they needed to find a way to get rid of Julian and Arjun. They began engaging in more and more criminal activities.By email dated July 11th, 2014 – Berry tells his friend Paul - Synthion's corporate lawyer – that Beckerman and Berry held a directors meeting for Synthion in which they:

- Removed Julian as Chairman of the board, director and majority shareholder
- Removed Arjun Chahal as Director from Synthion
- Created a Class B, C and D class of shares
- Change Registered Corporate Address to NRF (Norton Rose Fullbright)
- Move for Legal action for Julian, Arjun and GESC
- Allow Wayne and Arnold to immediately subscribe Class C shares
- Appoint accounting firm & Create a new bank account, RBC

All of these actions are illegal by Provincial, Federal and Corporate laws. As Synthion's corporate lawyer, Paul had an obligation to inform myself and Arjun as to Beckerman and Berry's conduct. This furthers shows the depth of collusion between NRF's Paul Amerault and Beckerman and Berry.

**Additionally:**

- If the 'Founders agreement' was still valid then it is clear altering the share structure cannot occur as all parties need to agree to any changes in shares structure as stated in the ''founders agreement'
- If the contract is not valid then too they cannot affect changes in the share structure without a vote and confirmation of all directors and shareholders. Since I was 93% share holders, it would not be possible.
- Changes to the shares structure would not be possible without authorization and consent of myself and Arjun.
- By all account - this action is illegal and invalid

To make matters worse, Beckerman and Berry pressured their associates to purchase those shares - the profit from the sale of those shares were kept for themselves. This is theft and fraud.

**Responding Affidavit DeVante, paras. 68, Exhibit "FF"**

**Breach of Contract: Disclosure of Confidential Information**

69. Under clause 3(a) of the Founders Agreement, the parties agreed not to disclose or use any confidential information in relation to Synthion, its business, and non-public technology, trade secrets, inventions and other intellectual property to any third party, without the prior written consent of Synthion.

- This means that Berry and Beckerman had no rights to enter into any deals with any investors or technology partners without the consent of Julian (The Chairman of the Board, majority shareholder 93% and Director) and Arjun (Director)

- Entering into a licensing deal would entail disclosing the then confidential intellectual property to a third party – this is strictly prohibited under clause 3(a) of the founders agreement.
- Entering into a licensing deal would entail collecting investment money. This was not disclose to Arjun and myself (Directors and Shareholders). No money from any investment or licensing deal ever made it to myself, nor did Arjun ever mention anything.

**Responding Affidavit DeVante, paras. 69, Exhibit "N"**

**Synthion' Dissolution**

70. Beckerman and Berry continued to represent to investors that they were acting for Synthion, in fact that they owned the company and the technology.

- In order to protect potential investors from being defrauded, I filed a certificate of dissolution dated June 15th, 2014 to dissolve Synthion Energy Inc. I also took down Synthion's website. I later placed a Safety Notice for potential investors so they would be alerted and not defrauded. Find attached as Exhibit "CC" to this my affidavit
- July 1st 2014 – In an email to David Appelby - I also clearly stated to David Appleby when refusing his offer of investment that "...it has come to my attention that they (David and Anthony) are still engaged with Wayne and Arnold..." Due to Wayne and Arnold illegally engaging investors including your brother at Northern Cross; I have temporarily dissolved Synthion to minimize the damage they are doing to my company and my technology."

**Responding Affidavit DeVante, paras. 70, Exhibit "HHH"**

**In response to Affidavits of David Appleby, Deborah Flattery and Alfred DiMora**

71. By the end of 2014, Beckerman and Berry entered into business relationships with David Appley, Deborah Flattery and Alfred DiMora. They were coerced to purchase shares in Synthion as a show of "good Faith" according to Berry. Berry signed a licensing deal for my technology with DiMora. There were all in 'bed' together. Berry and Beckerman got his business partners whom I had rejected investments from to enter affidavits for this fraudulent case. These affidavits were riddled with falsehoods. Berry's email attached as Exhibit "II" to this my affidavit

**Responding Affidavit DeVante, paras. 71, Exhibit "ii"**

**Deborah Flattery**

72. I deny the assertions at paragraphs 3, 4, 5, 6 and 7 of the Affidavit of Deborah Flattery. While I was in California, Deborah advised me that she was well-connected and has worked with movie and televisions stars. Deborah would often mention her experience working for Phillip McGraw, the television personality known as "Dr. Phil" ("Dr. Phil"). Deborah advised that she and her partner in her design company spent more than 6 months remodelling Dr. Phil's California home, but did not get paid.

**Responding Affidavit DeVante, paras. 72**

**Deborah admit to defrauding Dr, Phil**

73. Deborah advised that she sued Dr. Phil and his wife, Robin McGraw, and that Dr. Phil paid people to harass her, break into her home and steal information from her computer. During the course of this legal dispute, Ms. Flattery admitted to defrauding the McGraws of $665,000 and to submitting false receipts and invoices in an attempt to cover up the fraud.

- Excerpts of motion materials field in the Superior Court of the State of California by Ms. Flattery where she attempted to withdraw her responses to requests for admissions in which these admissions were made. Also attached is the ruling of the Honourable Justice Strobel denying Ms. Flattery's motion to withdraw responses to requests for admissions.

**Responding Affidavit DeVante, paras. 73, Exhibit "FFF"**

**Berry and Beckerman made lucrative promises to Deborah**

74. By email dated 23rd, June 2014 Deborah informed me that Wayne and Arnold agreed to give her 5% shares and whatever Ian brings in, plus at least 5% equity. Wayne and Arnold's offer to Deborah and Ian was made without my knowledge and consent. Email attached as Exhibit "QQQ" to this my affidavit.

**Responding Affidavit DeVante, paras. 74, Exhibit "QQQ"**

75. By email dated March 2nd, 2016 – Deborah told Eugene Millard of New Age Innovations LLC – that Beckerman and Berry owns Synthion and Julian's technology and everything related.

**Responding Affidavit DeVante, paras. 75, Exhibit "SSS"**

**David Appleby**

76. Contrary to paragraph 3 of David's Affidavit, I did not move to Los Angeles in order to investigate locations and partners for the setting up of Synthion's headquarters. I moved to Orange County to set up a pilot manufacturing facility. As summarized at paragraph 94 of my First Affidavit in this court case. I was unable to set up the pilot manufacturing facility as Wayne and Arnold did not respond to my emails regarding locations for the pilot facility, did not provide funding for the pilot facility and failed to ship my equipment and materials stored in 11 boxes.

**Responding Affidavit DeVante, paras. 76**

77. Contrary to paragraph 8 of David's Affidavit, both Arjun and I were directors of Synthion in 2014/2015. It was Beckerman and Berry that convinced David that Arjun and I was removed as directors in Synthion in 2014/2015.

**Responding Affidavit DeVante, paras. 77**

78. Contrary to paragraph 4 of David's Affidavit, Wayne and Arnold did not pay for my expenses while I was in California.

**Responding Affidavit DeVante, paras. 78, Exhibit “GGG”**

79. In response to paragraphs 16 to 18 and 21 of David's Affidavit, I was no longer interested in further dealings with David after receiving his proposal at Exhibit "H" of David's Affidavit. A copy of my email dated July 1, 2014 to David in which I declined his offer and explained my view regarding his proposal is attached as Exhibit "HHH" to this my affidavit.

**Responding Affidavit DeVante, paras. 79, Exhibit “HHH”**

**Alfred DiMora**

80. Contrary to paragraphs 2 of DiMora's Affidavit, during this first meeting I demonstrated the Technology for DiMora and his team.

**Responding Affidavit DeVante, paras. 80**

81. DiMora did not make the statement at paragraph 3 of DiMora's Affidavit. Our conversations had been positive and involved his background, his business and experience with nanomaterials. He showed me a sample of his nanomaterial which he kept in a glass container. DiMora and his team were pleased with my presentation and invited me to a second meeting on June 19, 2014 where his engineers conducted in depth testing

**Responding Affidavit DeVante, paras. 81**

82. Contrary to DiMora's description of our second meeting at paragraph 6 of DiMora's Affidavit, the tests which DiMora's engineers performed on the Technology were successful. Several emails relating to my meetings with DiMora are attached as Exhibit "III" to this my affidavit.

**Responding Affidavit DeVante, paras. 82, Exhibit “iii”**

83. After the second meeting, DiMora invited Deborah and I to a restaurant where we discussed a possible role for the Technology in his ventures. The substance of our conversation was incorporated into a letter of intent. The letter of intent was drafted by Deborah, but I instructed her not to send to DiMora in its current state. DiMora also advised that he had several international contacts who could invest $1 billion (USD) into the Technology and that he was "sitting on" $200 million (USD) in contracts for a backup storage battery in the telecommunications field.

**Responding Affidavit DeVante, paras. 83, Exhibit “JJJ”**

**Berry commits Perjury by lying to this court**

84. Berry lied that they did not know about GESC. In Berry's first Affidavit dated October 20th, 2014; item 68, Berry states that I had incorporated GESC in 2013 "...which he did not disclose to Arnold and me".

- By email dated December 1st, 2013 "Arjun notified Beckerman and Berry that we will be moving forward in USA. Find email attached as Exhibit "H" to this my affidavit

  **Responding Affidavit DeVante, paras. 84, Exhibit "H"**

- By email dated December 10th, 2013, I inform Beckerman and Berry that I had put together a strategy document for GESC. It includes their perspective role in the company and their position.

  **Responding Affidavit DeVante, paras. 84, Exhibit "J"**

- January 16th, 2014, the initial agreement Berry was putting together was not for Synthion, it was for GESC.

  **Responding Affidavit DeVante, paras. 84, Exhibit "BBBB"**

**Berry lied that I was removed as a director from Synthion**

85. In Berry Affidavit dated June 24th, 2022, section 11 states that I was removed in 2017 as a director from Synthion; however, this is contrary to Beckerman and Berry's email (dated July 11th, 2014) to Synthion's then corporate lawyer NRF's Paul Amerault that they had a meeting to:

- Remove Julian as Chairman of the Board, Director and Shareholder
- Remove Arjun as a director
- Create new class of shares, open a bank account under their names
- Change the registered corporate address of Synthion.

As 97% ownership shares in Synthion, chairman of the board of directors and director in Synthion – Beckerman and Berry would not be able to remove me from Synthion.

**Responding Affidavit DeVante, paras. 85, Exhibit "FF"**

86. Berry lied that all the claims from my patent was rejected by the USPTO

- In his affidavit dated 7th, November 2022, Berry states that the USPTO rejected all of the claims in my patent. This is contrary to the facts.
- The patent does not contain 35 claims as stated by Berry. It originally contained 60 claims. 40 of the strongest claims were illegally removed by former patent attorney Hani Sayed, leaving only 20 claims.
- The USPTO did not reject all claims in the patent. This is clear from Berry's own evidence.
- **Responding Affidavit DeVante, paras. 86, Exhibit "C"**

**Berry lied that that my Patent is considered of no value and abandoned**

87. On August 2022 -According to the USPTO Lead Patent Examiner – The provisional Patent had 60 Claims – When the patent was moved into the full Patent process -40 of the strongest claims were illegally removed y Hani Sayed – leaving the patent with only 20 claims. This mean the patent was intentionally weakened, basically gutted. The Examiner also states that there is various processes they have to revive the Patent.

**Responding Affidavit DeVante, paras. 87, Exhibit "WW"**

**Berry lied that my battery does not work and that I never built prototypes**

88. By email dated April 1st, 2014 Berry tells his friend George Horta that we want to make videos showing "...what the technology can do, like a 1kW battery running a 1000watt bulb for a period of time and showing how it only take a few minutes to charge...I think these types of things will shock people. We can also make one where we try make it get fire and explode. And on and on."

- After having my technology tested and 6 months in China, I had 2 offers for commercializing my technology.

  **Responding Affidavit DeVante, paras. 88, Exhibit "C"**

- Beckerman and Berry had my technology validated by Henry Vehovic in December 2013. Henry was an Applied Science and Engineering Professor at the University of Toronto, member of the Sustainable Development Technology Canada Investment Committee and expert in the area of clean energy. Henry stated that my technology is a "breakthrough".

  **Responding Affidavit DeVante, paras. 88, Exhibit "L"**

- The testing on my technology I did with Alfred DiMora's and his technical persons were successful. I suspect this made it easy for Berry to enter into a Licensing deal with DiMora.

  **Responding Affidavit DeVante, paras. 88, Exhibit "JJJ" and Exhibit "iii"**

- By email dated April 21st, 2014 – Berry tells his Anthony Campbell that "...we are targeting having more prototypes built in 3 weeks...we are looking at putting a video on youtube showing the battery running a 1000watt bulb after only a 6 minute charge. I think that will start to show that this is real"
- By email dated March 4th, 2014 – I requested Berry purchase 2 test devices to log data from our prototypes.
- By email dated March 6th, 2014 – I invited Arjun, Berry and Beckerman to view a live demonstration of the semi-solid aqueous gel electrolyte. In the demonstration I show a 5 fold increase in performance and power compared to traditional liquid electrolyte.

  **Responding Affidavit DeVante, paras. 88, Exhibit "PPP"**

**Berry Lied that I Defrauded Deborah $120,000**

89. Deborah noted that $120,000 was deposited into Eugene Millard's Account ("Gene"). Attached to this email is a Well Fargo transaction receipt demonstrating that $120,000 was deposited into Gene's account. She advised me that she would work with Wayne and Arnold if I did not accept her terms. Contrary to Berry's assertion, I did not defraud Deborah $120,000 –

- By Email dated April 8th 2015 – My then lawyer Jonathan Burstein confirmed that $120,000 was deposited into Gene's company's account, New Age Innovations LLC
- By Email dated June 24th, 2014 Deborah confirmed that she deposited the $120,000 into Gene's company account and provided a deposit receipt.
- Deborah's banking transaction receipt showed the deposit going into account ending "1639" - GESC Well's Fargo account ends in 1384.

**Responding Affidavit DeVante, paras. 89, Exhibit "QQQ"**

- The terms of the loan agreement clearly states that the $120,000 (80K admin fee + $40K) professional fee are fully refundable if the loan did not close. The loan never closed.

**Responding Affidavit DeVante, paras. 89, Exhibit "RRR"**

**Berry lied that the internet domain www.synthionenergy.com was owned by Synthion.**

90. The internet domain synthionenergy.com is not and never was the property of Synthion. It was a domain I bought and paid for and was my personal property.

**Responding Affidavit DeVante, paras. 90**

**Sequence of Events after June 2014**

91. It is clear from the evidence that after Beckerman and Berry colluded with Synthion's then lawyer, Paul Amerault – Paul suppressed all of their illegal activities and communications with him – denying knowing anything when I questioned him.

**Responding Affidavit DeVante, paras. 91, Exhibit "GG" and Exhibit "HH"**

**Use the court to as a means in their crimes**

92. Beckerman and Berry planned to use a lawsuit (this very lawsuit) against myself and Arjun to "keep us busy" while they worked with investors on technology that did not belong to them.

- In Beckerman and Berry's application record; they request this court grant them full ownership of Synthon, all of Arjun's and my ownership shares and full ownership of my patent and all its technologies; despite the fact that they were not shareholder as they failed to fulfil their performance obligations under the founders agreement.

- To make matters worse, they had stolen my battery making equipment, chemicals, breached the founders agreement and acted criminally.
- By bringing this lawsuit; Beckerman and Berry is attempting to legalize the theft of my company and technology.

**Responding Affidavit DeVante, paras. 92, Exhibit "JJ"**

**Intent on stealing my technology**

93. Beckerman and Berry want to take my technology and marry it to other technology to refile new patents owned by themselves. This is technology theft and corporate espionage

**Responding Affidavit DeVante, paras. 93, Exhibit "KK"**

**Lied to Investors**

94. August 2014 – In order to convince investors they were covertly working with that they owned and controlled Synthion; Beckerman and Berry changed industry's Canada online database removing Arjun and I as directors, changed Synthion's corporate address to Berry apartment address and placed themselves as sole directors in Synthion.

**Responding Affidavit DeVante, paras. 94, Exhibit "LL"**

**Redirected Patent correspondence to their personal address**

95. Berry illegally changed my correspondence address at the United States Patent Office - USPTO online database : Keeping Julian's name but change the address for correspondence to Berry apartment to ensure they intercept all correspondence from the

**Responding Affidavit DeVante, paras. 95, Exhibit "NN"**

**Berry commits fraud**

96. Berry commits Fraud by filling out a USPTO Patent Assignment form with my name as the "Conveyor" and assigns my patent to Synthion; uses his private apartment address as the address of Synthion Energy Inc. I did not have knowledge of nor give consent to this transfer of my property using my name.

- In the October 2022 motion, Justice Cavanagh made it clear that Justice Newbould did not make any orders transferring my property, patent to Synthion and that I did not act in contradiction to Justice Newbould.

**Responding Affidavit DeVante, paras. 96, Exhibit "OO" and Exhibit "iii"**

**Berry and Beckerman Deceived Investors**

97. Beckerman and Berry had lied to investors that they owned Synthion and Julian's technology and that Julian was removed and is no longer part of Synthion. Investors was waiting for them to reproduce the technology and they did not have access to then confidential patent containing Julian's Printable Battery process:

**Responding Affidavit DeVante, paras. 97**

**Put their plan into action**

98. On November 3rd, 2014 Beckerman and Berry brought an application to the commercial list (this very civil suit) to: gain full ownership of Synthion, my printable battery technology and all the shares.

**Responding Affidavit DeVante, paras. 98, Exhibit "XX"**

99. This same court case Berry plotted with his friend Paul to "keep Julian and Arjun busy". In Berry's affidavit of 87 items – almost all are fabrication and outright lies – this amount to gross Perjury on this Court. Find Berry's email attached as Exhibit "JJ" to this my affidavit.

**Responding Affidavit DeVante, paras. 99, Exhibit "JJ"**

**First Motion Failed**

100. Their first motion to get full ownership of Synthion, my Intellectual Property (Patent) and all my shares completely failed as my documentary evidence (Affidavits) was before the motion judge. They were to pay cost determined by the trial Judge.

- By Email – My then lawyer Jonathan Burshtein made it clear Beckerman and Berry did not meet the requirements for the relief they sought.
- Justice Segal ordered a trial and the cost they owed to me was to be determined by the trial Judge.

**Responding Affidavit DeVante, paras. 100, Exhibit "AAA"**

**Failed first motion led to a panic – investors in the wait**

101. Berry and Beckerman were in a panic because they had signed a licensing deal with Alfred DiMora, gained a consortium of investors and were in talks with the Electric Car manufacturers and according to Arnold, the Israel Government.

- They did not have the battery making process, its chemicals and method of synthesis for the nanomaterials that my then confidential patent contained. I suspected they somehow got to my then lawyer Jonathan Burshtein and had him remove all my affidavits for the second motion they brought 3 months later to gain access to my patent

- My affidavits were well documented and caused them to fail the first motion in February 2015. Beckerman and Berry is highly afraid of the truth of their activities being known.

**Responding Affidavit DeVante, paras. 101**

**Julian's Affidavits Removed – Not before Justice Newbould**

102. Instead of a trial as ordered by Justice Segal; they brought a second motion –May 2015. This time to gain access to my then confidential patent.

- In my responding documents – my lawyer at the time illegally removed my Affidavits and replaced it with affidavits of Beckerman and Berry; Thereby suppressing my evidence causing me great harm and placing the perjury-filled affidavit of Berry for both sides.
- Jonathan Burshtein removed my affidavits – the same affidavits that led to Beckerman and Berry failed first motion; from my materials before Justice Newbould and then the appeals Judge.
- Jonathan's action caused great harm to me. It allowed Beckerman and Berry to win this motion gaining access to my then confidential patent. From this point on I lost my company and my technology (worth millions of dollars) This harm was further increased by cost incurred for the May 2015 motion and appeal.
- Jonathan Burshtein breached his fiduciary duty, duty of good faith, Codes of Professional Conduct and clearly did not defend my interests.

**Responding Affidavit DeVante, paras. 102, Exhibit "QQ"**

**Julian's lawyer breach his Fiduciary Duty and duty of good faith**

103. Jonathan Burstein caused me further harm by arguing my patent was "privilege" instead of confidential and failed to disclose to Justice Newbould that I have a personal confidentiality agreement (NDA) with NRF.

- This is separate from the engagement letter between Synthion, myself and NRF; The personal NDA with NRF states that only I am allowed to work with them on Patents. By email dated August 27th, 2014 - NRF lead Patent attorney Chris Hunter clearly states this fact to Beckerman and Berry's Lawyer, Alan Dryer.
- Burshtein suppressed my personal confidentiality agreement (NDA) with NRF from Justice Newbould. A critical piece of evidence preventing Beckerman and Berry from accessing my then confidential patent.
- We can see Justice Newbould telling Burshstein "If there's a confidential issue, that's a completely different issue" to which Burshtein responds "Well, I'm arguing it's not confidentiality, I'm arguing its privilege" - Page 22 of the motion transcript

**Responding Affidavit DeVante, paras. 103, Exhibit "BBB" and Exhibit "S"**

104. Justice Newbould was under the impression that there would be a trial in the coming weeks. Beckerman and Berry blocked the trial despite my request for a trial.

**Responding Affidavit DeVante, paras. 104**

**False information before Justice Newbould**

105. Justice Newbould was under the false impression that I ran away to California and incorporated a new company (GESC) – because of the perjury in Berry's affidavits. My documentary evidence was not before the motion Judge. Find at (page 2 line 20) of the transcript.

**Responding Affidavit DeVante, paras. 105, Exhibit "BBB"**

**Berry's lawyer lied to Justice Newbould**

106. Beckerman and Berry's lawyer, Alan Dryer, told the motion judge that "We ' re saying not only was he oppressive, he was fraudulent and, and deceitful". (page 32 of motion transcript). Dryer was vilifying me to get the Judge to believe that they should have access to my patent because they needed to test it – when infarct; there were investors lined up to "marry" my technology to other technology "refile new patents" owned by Beckerman and Berry – according to Beckerman in his email to Paul Amerault.

**Responding Affidavit DeVante, paras. 106, Exhibit "BBB" and Exhibit "BB"**

107. Dryer tells Justice Newbould that they only want to have an expert look at my patent. They will not disclose to any outside party.

- Dryer, Beckerman and Berry's lawyer, suppress the fact that before entering into the 'founders agreement'; they had my technology validated by an expert, Henry Vehovic. Henry was an Applied Science and Engineering Professor at the University of Toronto, member of the Sustainable Development Technology Canada Investment Committee and expert in the area of clean energy. After testing Henry said the technology is a "is a breakthrough"

  **Responding Affidavit DeVante, paras. 107, Exhibit "JJJ" and Exhibit "iii"**

- DRYER: " . . . we certainly never intended to disclose it to anyone outside of Synthion. Today, Synthion's two directors are my two clients and yes, they are not scientists, they're financial guys,"

- This is how my technology was stolen – Lying to the motion judge that they are Synthion's only directors – that they needed access to my then confidential patent for testing when they already had the technology tested and valided y an engineering professor before entering into the contract. The real reason was they had investors lined up and needed to reproduce the technology for investment. They had already told Paul they wanted to use my technology to marry it to other technologies to file new patents owned by themselves. – This is serious perjury, theft of technology and fraud. Find at (page 38) of the transcript

  **Responding Affidavit DeVante, paras. 107, Exhibit "BBB" and Exhibit "KK"**

108. Dryer goes on to say that I took $130,000 from Beckerman and Berry although their own record indicate only $24,700 although it may be a bit more but I cannot find any evidence to support it.

- At no time did any money from Beckerman and Berry enter into Synthion's official Bank account. Payments outlined in the founders agreement were paid directly from Arnold's personal account to myself and Arjun.
- Per their application affidavit – Beckerman and Berry was secretly paying themselves $15,000 each month (according to the list in their own affidavit) without my and Arjun's knowledge and kept off official Synthion's books.
- The 'founder's agreement' did not include any provisions for payments from Beckerman and Berry to themselves nor did any employment or contractual agreement exist for Beckerman and Berry to be paid by themselves to themselves and claim it as money given to me or Synthion.

**Responding Affidavit DeVante, paras. 108, Exhibit "CCC" and Exhibit "BBB"**

**Justice Newbould findings made in err: No documentary evidence from Julian**

109. Orders made by Justice Newbould was made in err as justice was perverted in a gross manner.

- There was no fairness as only Beckerman and Berry's documentary evidence was used to make determinations. It was completely one sided. My then lawyer ensured my affidavits were not before the motion and appeals judge – only Beckerman and Berry's affidavit for both sides – thereby rendering a failure of the motion and appeal; incurring cost for both the motion and the appeal.

  **Responding Affidavit DeVante, paras. 109, Exhibit "QQ"**

- Based on the motion judge only receiving their affidavits riddled with perjury. They were granted access to my then confidential patent with complete information on the process, chemicals and methods for making my printable battery technology. I have already proven their intent to steal my technology, alter it and refile new patents as stated in Beckerman's email to NRF attached as.

  **Responding Affidavit DeVante, paras. 109, Exhibit "KK"**

**Arjun's Colludes with Beckerman and Berry give them his Share Certificate**

110. By email dated September 18, 2015 to Berry's Lawyer – Arjun requested to speak with Beckerman and Berry.

- According to Berry's own evidence in his affidavit for this motion (Exhibit E) – Arjun Chahal purports to provide a 'draft' affidavit dated October 2015 in which – Arjun denies having knowledge of many things that can be in favour of Beckerman and Berry; however, in Berry's motion materials dated December 17th, 2015 and all subsequent documentary evidence for all

his motions since that time; this purported 'draft affidavit' does not exist. It has magically appeared only for this motion.

- Arjun gave his share certificate to Beckerman and Berry who now had a physical shares certificate from Synthion.
- Berry's own evidence in his (Exhibit E) shows that Arjun collusion with Beckerman and Berry's ended with Arjun coming into a large sum of money that enabled Arjun to go on a world tour visiting almost every country. By email dated October 20th, 2015 Arjun states that he resigns as a director in synthion and gives all his shares back to the corporation (Beckerman and Berry)
- By responding email dated October 20th, 2015 I notified Arjun that I require this in writing with a signature.
- By letter (attached to email) – I notified Arjun that "Per the founder agreement which is being contested in the court that "that no shareholder may dispose of their shares in the company" without the consent of DeVante, Beckerman, berry and Arjun…therefore it may not be legal or possible to dispose of your shares or remove yourself as a director until the court has made a legal ruling…"
- By email and letter dated October 21st & 25th, 2015 Arjun confirms his resignation and giving back of shares to 'the corporation'.

**Responding Affidavit DeVante, paras. 110, Exhibit "GGGG"**

**Forgery: Berry and Beckerman created fake Synthion shares certificate**

111. To get the deal with Alfred DiMora and the consortium of investors; Beckerman and Berry had concocted fraudulent books and shares certificates for Synthion as the official books, shares certificates and seal were with me. They were successful in using the court as a means to steal my confidential technology by gaining access to my patent in the May 2015 motion. Only one thing stood in their way now – getting rid of my 93% ownership shares in Synthion:

- At no time did I provide Beckerman and Berry with a Synthion Shares Certificate.
- By email dated September 18, 2015 – Arjun contacts Beckerman and Berry and makes a deal with them which involves receiving a large sum of money for his shares. Arjun gives his share certificate to Beckerman and Berry.

  **Responding Affidavit DeVante, paras. 111, Exhibit "GGGG"**

- Beckerman and Berry concocted a fake shares certificate using the share certificate Arjun gave them as a template and placed Julian's name on it. It was for Julian's 93% ownership in Synthion.

  **Responding Affidavit DeVante, paras. 111, Exhibit "RR"**

- The certificate is not signed by me (no signature) and contained a fake seal different to the official seal of Synthion Energy Inc.

- Dated May 30th May 2015 and signed by Wayne J Berry (I was in California at that time awaiting them to ship the 11 boxes – boxes they stole.)
- This is a violation of the criminal code section 374 – Forgery
- Beckerman and Berry approached the Toronto sheriff office with the fraudulent shares certificate attached it to a writ and requested the Sheriff sell it to collect cost for the May 2015 motion and appeal  where my affidavits were not before the judge.
- The Sheriff contacted me – I filed a notice of protest and the Sheriff refused to place the fraudulent shares certificate for sale.

**Responding Affidavit DeVante, paras. 111, Exhibit "SS"**

**Alan Dryer again lied to the Motion Judge**

112. In December 2016 I was self-representing and on travels overseas. Beckerman and Berry found out – they brought a motion to force the Sheriff to sell the fraudulent shares certificate and to throw out my evidence, counter application and render default judgment. Despite advising Beckerman and Berry's lawyer that I am on travels and need time to find a lawyer – their lawyer told the court I am not responding and cannot be found.

**Responding Affidavit DeVante, paras. 112, Exhibit "DDD"**

**Julian's Affidavits not before the motion Judge**

113. Once again my documentary evidence (Affidavits) was not before the motion judge – as they hoped for –and the Judge, not knowing the certificate were fraudulent - force the Sheriff to sell the fraudulent certificate.

**Responding Affidavit DeVante, paras. 113**

**No Proof of purchase of Shares Certificate**

114. In 2017, Beckerman bought the same fake shares certificate they manufactured gaining full ownership in Synthion for $0.00 – as the money he paid went right back to his pocket.

- Beckerman and Berry did not provide proof of how much they purchased the fraudulent share certificate for in any of their affidavits or court documents

**Responding Affidavit DeVante, paras. 114**

**Criminal Code Violations**

115. In summary, Beckerman and Berry committed the follow crimes according to the criminal code:

**1. Breach of contract – Section 422(1)**

- Beckerman and Berry engaged in breach of contract by paying themselves secretly without disclosing those payments to the other shareholders. Attached as Exhibit "CCC" to this my affidavit
- Did not perform nor reach their milestones set forth in the contract to be eligible for the 2% of shares in Synthion
- Breached schedule A – matters requiring special Approval: Change to authorize or issues capital in the company & share structure –they proceeded to change Synthion's Share structure without my knowledge or consent. They then subscribed to those shares and raised funds for the newly created shares. All of these actions are illegal by corporate law and the founders agreement.

**Responding Affidavit DeVante, paras. 115, Exhibit "JJ" and Exhibit "FF"**

**2. Criminal Breach of Trust – Section 336**

- Knowingly committed a crime by secretly creating a new class of shares to illegally raise investment for themselves and secretly trying to lure their associates in purchasing those shares for their own gain and profit. All without my knowledge or consent and off of Synthion's official books. Attached as Exhibit "FF" to this my affidavit
- Section 2 of the founders agreement clearly states that that no shareholder may directly or indirectly assign/sell/transfer/assign/pledge/charge/mortagage/or in any way dispose of any shares of the company and the company may not issue any shares or grant any option or rights to purchase shares except with the consent of Devante, Chahal, Beckerman and Berry (everyone has to agree) – yet they sold the "fraudulent shares in my name" they concocted. Attached as Exhibit "N" to this my affidavit
- Secretly used his wife's Skype account to covertly engage with potential investors and raise funds for themselves..

**Responding Affidavit DeVante, paras. 115, Exhibit "Z"**

**3. Theft - Section 322 (1)**

- Stole Proprietary and confidential materials and equipment relating to my battery technology and patent. These materials and equipment were boxed and agreed to be shipped to me in California. Beckerman and Berry decided to steal the materials and equipment for their own gain and profit. Email to the Toronto Police Attached as Exhibit "X" to this my affidavit

**Responding Affidavit DeVante, paras. 115, Exhibit "X"**

**4. Obstruction of Justice - Section 129**

- Beckerman and Berry contacted the Toronto Police and provided false information, convinced the officers to not pursue the investigation of theft of materials. Berry successfully obstructed and ended the investigation of theft (of technology materials and equipment).

  **Responding Affidavit DeVante, paras. 115**

5. Forgery - Section 363 & Section 374 Drawing document without authority

- Beckerman and Berry fabricated a fake shares certificate to gain ownership of my 93% ownership in Synthion. The certificate is signed by Berry, not signed by me and has a different seal than the official seal of Synthion. Berry's fake shares certificate and my real shares certificate side by side.

  **Responding Affidavit DeVante, paras. 115, Exhibit "RR"**

**6. False pretence - Section 361 (1)**

- Berry and Beckerman visited the Toronto's Sheriff Office and under false pretence convinced the Sheriff that forged shares certificate as genuine. They requested the fabricated shares certificate be sold for 93% of my ownership in Synthion Energy Inc - My Company. Berry's fake shares certificate and my real shares certificate side by side.

  **Responding Affidavit DeVante, paras. 115, Exhibit "RR" and "SS"**

- Beckerman and Berry entered into a deal with Alfred A DiMora or DiMora Motorcars (under the false pretence they own my technology) to license my technology in DiMora's new electric cars he is building for Vietnam. DiMora has an agreement with the Vietnam government to manufacture electric vehicles.

  **Responding Affidavit DeVante, paras. 115, Exhibit "DD"**

**7. Perjury - Section 131 (1) Misleading Justice**

- Berry and Beckerman committed numerous acts of Perjury & outright lies - in their affidavits on which their entire court case is based on

- Beckerman and Berry in their 2014 affidavit stated that they did not know about GESC (that I secretly started the company after I ran away to California) but GESC was setup for manufacturing in California and Beckerman and Berry was notified and received the outline document for all things GESC. The document also had their name in it as to their position in the company. Synthion was to be dissolves as mentioned earlier with the associated evidence.

- The original contract between Berry, Beckerman and myself was for GESC – the rough draft was done by Berry..

  **Responding Affidavit DeVante, paras. 115, Exhibit "BBBB"**

- By email dated January 6th, 2014 – Berry tells NRF that I am incorporated in USA and in Canada – He is referring to GESC and Synthion. This is contrary to what Berry states in his affidavit that he and Arnold had no knowledge of GESC.

  **Responding Affidavit DeVante, paras. 115, Exhibit "H", Exhibit "I", Exhibit "J", Exhibit "BBBB"**

- Lied under oath to the Court about payments made to NRF to cover legal cost - On page 11 of Berry's Sworn (October 20th 2014) Affidavit (PDF page 21, Item #50) - Berry presents to the Court, that they paid these costs to NRF but in fact: their affidavit is dated October 2014 – as of December 2014 these invoices were unpaid.

  **Responding Affidavit DeVante, paras. 115, Exhibit "EEE"**

**8. Identity Theft - Section 402.1**

- Berry changed my address on the US Patent office listing for my patent to Berry apartment address to illegally intercept all correspondence from the patent office to him.

  **Responding Affidavit DeVante, paras. 115, Exhibit "NN"**

- Filed a USPTO form to convey my Patent to Synthion – They placed my name and used Berry's apartment address as the address of Synthion.– I had no knowledge nor did I authorize such action. The patent is in my name and is infarct my property. Attached as Exhibit "OO" to this my affidavit

  **Responding Affidavit DeVante, paras. 115, Exhibit "OO"**

**9. Fraud - Section 380 (1)**

- Berry/Beckerman has illegally updated Industry's Canada Online database of Directors (adding themselves and removing myself) more than six times.

  **Responding Affidavit DeVante, paras. 115, Exhibit "LL",**

- Created a new class of shares without the consent of majority shareholders, directors and the Chairman – myself. Illegally and secretly sold the new shares in Synthion Energy Inc to raise investments for themselves

- Illegally filed a patent assignment with the USPTO after they were removed from Synthion – using my name as the conveying party without my consent or authority. There was no court order for this conveyance as stated on the document hence this is fraud.

**Responding Affidavit DeVante, paras. 115, Exhibit "BBB"**

- Worked with The University of Toronto through a grant to use my technology and marry it to another technology to form new patents owned by them –despite their lawyer telling the Justice Newbould in the May 2015 motion, they needed access to the patent to test it only. That "no one" outside Synthion will view the patent. A complete lie.

**Responding Affidavit DeVante, paras. 115, Exhibit "BBB"**

- By their own court documents recently filed: they had not only gained funding for my technology but has setup a lab to conduct research on creating more patents related to and stemming from my technology. Email attached as Exhibit "KK" to this my affidavit

**Responding Affidavit DeVante, paras. 115, Exhibit "KK"**

- In the 2015 motion – stated they needed complete access to my then confidential patent information to test the technology – when infact – they had investors waiting and because NRF locked them access to my IP - they planned to use this court case to access force NRF to gain access to my then confidential patent – as Arnold email to Paul in July of 2014 -

**Responding Affidavit DeVante, paras. 115, Exhibit "KK" and Exhibit "ZZZ"**

- Corporate law is very clear – With a shareholders meeting - A majority shareholder can remove a director – especially for such criminal conduct. Beckerman and Berry were removed on November 19th, 2015. The meeting was held at the Toronto Police Station downtown Toronto in full view of the officers. Beckerman and Berry never showed up.

**Responding Affidavit DeVante, paras. 115, Exhibit "BB"**

10. Defamation - Section 298 (1) Libel

- October 11th 2014 – Berry defames Arjun and I to a potential corporate partner Scott Kitcher stating that "Arjun and I ran away to California and started a company GES that we did not know about ...stole $120,000 from Deborah".

**Responding Affidavit DeVante, paras. 115, Exhibit "DDDD"**

**11. Mischief - Section 140 (1)**

- Beckerman and Berry placed false complaints to the Toronto Police in 2014:: "that I was removed from my company and that they are the sole owners of Synthion Energy Inc".

- Beckerman and Berry lied to Industry Canada in 2014, 2015 and 2016 that they are sole directors in Synthon Energy and that I was removed from Synthion.

**Responding Affidavit DeVante, paras. 115, Exhibit "LL"**

**Lied to this court that I was removed from Synthion**

116. According to Berry in his Affidavit for this motion dated June 24th, 2022:

- March 20th 2017 I was no longer a director and ceased having any interest in Synthion. This is contrary to Berry and Beckerman of holding a meeting in June 2014 removing myself and Arjun as directors and shareholders in Synthion. An action that is contrary to all known laws.

**Responding Affidavit DeVante, paras. 116, Exhibit "UU" and Exhibit "VV"**

- No shareholders meeting and meeting minutes are provided for my removal in March 2017.
- Beckerman and Berry had since June 2014 has been operating as if they were the owners of my technology, my 93% shares and only directors and officers of Synthion.
- That I did not exist and have no interest in the company. When I contacted them to let me know what they were doing and to stop; they ignored my email and Berry responded that they owned everything and I have no interest in the company.

**Responding Affidavit DeVante, paras. 116, Exhibit "BB"**

**Outstanding money owed to Julian DeVante**

117. If I was removed in March 20th, 2017 (according to Berry's Affidavit for this motion dated June 24th, 2022) - if Beckerman and Berry is relying on the contract as a means for my technology then the following must be adhere to:

1 The contract must be in full effect and be adhered to by all parties

2 The contract clearly states in Section 2 of the Founders Agreement: "...No shareholder may, directly or indirectly, sell, transfer, assign, pledge, charge mortgage or in any other way dispose of or encumber any shares of the company, and the company may not issue any shares or grant any options or rights to purchase shares of the company, except with the consent of DeVante, Chahal, Beckerman and Berry."

- This means that the selling of my "fake shares certificate" without my consent is prohibited by this contract – I did not consent.
- Selling Shares to DiMora, Deborah, David and other investors is prohibited without the consent of DeVante – I had no knowledge and did not consent.

3. If I was removed in 2017 as a director – as stated in Berry affidavit dated September 2022, then between July 2014 and November 2017 I was not paid the stipulated overhead of $10,000 a month. This would mean they are in default and owning myself the follow:

- 2014 – 6 months x $10,000
- 2015: 12 months x $10,000
- 2016: 12 months x $10,000
- 2017: 11 months x $10,000
- Total= $410,000 outstanding payments to DeVante

4. since I am 93% shareholder & director in synthion from 2014 to 2017 – I am owed 93% - disbursements of all investments collected from the consortium of investors and selling of share
5. 93% of all licensing of my IP and new IP derived from my core IP.
6. A complete list of all actions taken by them for Synthion and all spin off companies.
7. Berry does not provide any real documented proof of the Sale of "DeVante's shares certificate" in his affidavits. Actual evidence is needed.

**Responding Affidavit DeVante, paras. 117, Exhibit "N"**

**No Proof of Purchase of DeVante's Shares Certificate**

118. Beckerman and Berry never provide proof of purchase of the fake certificate in any of their affidavit because that would be further proof of their crimes. The never provided any evidence of payment amount for the writ, again because it is further proof of their crimes.

- I had contacted the sheriffs office to get a copy of proof of the writ and payment because it was supposed to be a public sale. According to the Sheriffs office, the documents were somehow removed from storage and destroyed.

**Responding Affidavit DeVante, paras. 118**

**Interference with DeVante's Lawyers**

119. Jonathan Burshtein – May 1st, 2015 motion to access my patent. Jonathan removed my documentary evidence (Affidavits) from the motion record and appeals documentation – replacing it with Beckerman and Berry affidavits, causing me to lose the motion and incur cost for both the motion and the appeal

- Kira Taylor: Suddenly requested large sums of money the day before the October 2015 Motion.
- Matthey R. Harris: Matthew received full payment from me for his services but acted against my interest. Breached his fiduciary duty, duty of good faith, client confidentiality, acted dishonestly, did not provide any legal advise and contacted opposing interests and divulged private information weeks before the motion.
- Matthew Harris contacted NRF Paul Amerault, Jonathan Burshtein, Beckerman and Berry and all colluded to dispose of my July/August Motion I had brought against Beckerman and Berry to

regarding the fraudulent shares certificate. – Insted of my motion being heard – The judge went into his council chambers with Paul Amerault, Alan Dryer, Jonathan Burshtein and others. They spoke in private dissuading the judge for proceeding with the motion – I was then asked to put up cost if I wanted to proceed with the motion. I was unable to do this due to my financial situation.

**Responding Affidavit DeVante, paras. 119, Exhibit "EEEE"**

**Criminal Attacks and Interference in this Court Process**

120. I recently learned that Beckerman and Berry has ties to friends in the Intelligence Agencies and had leverage these ties to co-opt my lawyers, the police and this entire court process.

- Since Beckerman and Berry stole my technology and company in June 2014 – Evidence vital to my court case were continuously being deleted from my computer and my off line hard drives
- Recording of Alfred DiMora talking about my battery technology to be used in his electric vehicle were deleted from my computer and never made it to the court.
- Recording of my conversation with Loudon Owen was deleted from my mobile phone
- All the videos of my large scale prototypes were deleted from my backup hard-drives and computer.
- I was forced to dispose of all my chemicals and battery equipment from my residence in 2020/2021.
- I was poisoned several times, the brakes on my car tampered with, toxins and chemicals sprayed in my vent of my residence.
- On several occasion I was haemorrhage blood from my brain and blocked from seeing a doctor in the emergency of the hospital.
- I lost my employment several times and was blocked from getting any employment. I was also blocked from finding a place to live after I left the current residence due to the toxins and chemicals being sprayed on my while I slept. Basically there is a clear effort to make me destitute and homeless.
- All my devices and email hacked. Emails have been deleted, documents altered or outright deleted. I struggled to put together these affidavits as the evidence kept getting deleted. I went through six printers in a row as the hardware was sabotaged. Power supply stolen from my laptop. Several Laptops destroyed. My phone and wallet withal my bank and credit-cards and passport stolen. Passwords changed on my protected court document file.
- I was unable to upload document to the court web portal. My calls to the court are always blocked. My email to the court is blocked. I cannot email the sheriffs office and called are dropped and redirected. The responding affidavit I uploaded to caselines had the back page removed.
- My credit cards and bank card had been routinely blocked or passwords changed.

- I had contacted the largest law firms in Ontario and in Canada to help me with bring justice to these criminals. The law firms were interested in taking the case then after a few days they contacted me saying they were ‘not allowed’ to take the case. When I asked what that means and what the reasons are they said they ‘cannot talk about it’. It seemed someone scared them off. Smaller lawyers and independent lawyers interested in taking the case when I spoke with them then within an 30 minutes they called me and changed their minds. I was blocked from seeking any meaningful Justice.
- My mails were being opened and then stolen outright. On advise of one lawyer, I registered a company to continue my research in Energy Storage and clean fuels. The business license was stolen from the mail.
- In 2020 I was in the hospital critical care for 8 days with severe loss of cognitive functions due to the chemicals being sprayed on me in my living space and my car. I visited the RCMP and CSIS to get answers as to what was happening but was told “its is not them doing this” – They did not say it was not happening – only that it wasn’t them.
- I had reported all of these things to the Police but they were never investigated.

**Responding Affidavit DeVante, paras. 120**

**Perverted the Justice Process**

121. Beckerman and Berry’s crimes are so heinous they deserve to go to jail but here they are again using the courts to conclude the long list of their crimes by barring me from any possibility of Justice. They are requesting a declaration that DeVante acted in a manner that is oppressive, unfair to and in a manner fraudulent and deceitful against the Applicants;

- From the evidence presented, it was Beckerman and Berry that acted both fraudulently, deceitful and criminally towards myself, my company and my technology.

**Responding Affidavit DeVante, paras. 121**

**Beckerman and Berry profited from this crime**

122. In 2013 Berry was financially destitute with $11,000 of income, this is after spent all the money he stole from elderly investors in Nova Scotia in 2012– today he is financially well to do because of his success in using the courts to ‘make legal’ his criminal activities in his biggest theft to date. This is a classic case of Justice serving the ‘crooked’.

**Responding Affidavit DeVante, paras. 122, Exhibit “Q”**

123. All the time, effort and resources I spend over the years developing the printable battery technology was for not as criminals who never lifted a finger in creating, developing or contributing to the technology, stole and profited from it then proceeded to pervert Justice at every turn and destroy me in every way

**Responding Affidavit DeVante, paras. 123**

124. It was NRF's Paul Amerault (Synthion's Corporate lawyer and Berry friend) that guided Beckerman and Berry regarding on how to use the legal system to commit their crimes. You cannot take someone else's property with a legal mechanism to do so.

**Responding Affidavit DeVante, paras. 124, Exhibit "Y" and Exhibit "HH"**

125. The court provided the legal mechanism to commit these crimes - all Beckerman and Berry had to do was lie about everything, suppress my documentary evidence and pretend that I did not exist. Created fraudulent corporate books, share certificates, corporate stamps and bank account. Pretend to investors they owned Synthion, my technology and that I was a "fraudster" that had no interest in Synthion.

**Responding Affidavit DeVante, paras. 125**

126. Beckerman and Berry blocked a trial and used motions to get everything they wanted. They knew if there was a trial, there would be discoveries made and their perjury, fraud and crimes would be brought to light. This is why they are desperate to have the court throw out all my evidence and render default judgement. They do not want any evidence of their crimes to exist.

**Responding Affidavit DeVante, paras. 126**

## PART II-LAW

### A. The Applicants are not directors or shareholders of Synthion

8. The Applicants' claim for interim and final relief is predicated on their assertion that they are directors and shareholders of Synthion. The Respondents submit that they are neither.

9. Wayne and Arnold were never issued shares of Synthion, nor did they perform the services necessary to entitle each of them to two per cent of the shares of Synthion. Under the Founders Agreement, each of the Applicants would become entitled to receive two per cent of the shares of Synthion for assisting with the items set out in clause 4(d). The Applicants failed to assist with many of the baseline items in clause 4(d) and are therefore not entitled to shares of Synthion. These failures include, but are not limited to, failing to assist with the office and pilot facility in California and failing to cover Synthion's overhead expenses. As a result of these failures, Julian was unable to build the prototype for Southern California Edison.

***Canada Business Corporations Act,* R.S.C., 1985, c. C-44 ["CBCA"], ss. 25(3)**

10. The shareholders of Synthion never elected Wayne and Arnold as directors of Synthion.

***Responding Affidavit Julian DeVante,* para. 22**

**CBCA, ss. 106(3)**

11. Beckerman and Berry was removed as directors in Synthion.

***Responding Affidavit Julian DeVante, para 52 Exhibit "BB"***

12. Julian caused Synthion to be dissolved because Wayne and Arnold continued to represent to investors that they were acting on behalf of Synthion, they were sole owners of Synthion and Julian's patent and printable battery technology. That Julian and Arjun were removed from Synthion and did not have any rights and ownership in Synthion.

***Responding Affidavit DeVante, para 70, Exhibit "CC" and Exhibit "HHH"***

Under ss. 209(4) of the CBCA, when a corporation is revived, it is restored to its previous position in law, subject to certain exceptions which are not applicable in the circumstances. Accordingly, as Wayne and Arnold were not directors or shareholders of Synthion prior to its dissolution, they were not directors or shareholders of Synthion after its revival.

**CBCA, ss. 209(4). Note: the exceptions referred to are where terms are imposed by the Director, where a person acquires rights after dissolution and where the internal affairs of the corporation changes after its dissolution.**

**B. Synthion does not own the Technology, Julian does**

13. The Applicants argue that Synthion is the owner of the Technology. The Respondents submit that Julian is the sole owner of the Technology.

14. The Respondents understand that the Applicants rely on clause 3(b) of the Founders Agreement to support their claim that Synthion is the owner of the Technology. Clause 3(b) of the Founders Agreement provides that "[e]ach of DeVante and Chahal have assigned and/or will assign to the Company all right, title and interest in and to, any and all intellectual property rights relating to the business of the Company... ". Although this provision contemplates that Julian and Arjun "have" or "will" assign some form of intellectual property - it does assign intellectual property.

15. Justice Cavanagh made it clear that Justice Newbould did not make any orders assigning the Patent to Synthion. Justice Cavanagh also made it clear that Julian did not act in contradiction of Justice Newbould.

***Responding Affidavit DeVante– Exhibit "iiii"***

16. Julian funded and invented the Technology by himself. The Technology was fully developed before Synthion was incorporated. Accordingly, in the absence of an agreement assigning the Technology to Synthion, Synthion does not own the Technology.

17. Julian had never intended to assign or transfer the Technology to another party, including Synthion - only to license it. The Founders Agreement does not describe the intellectual property or define the "business of the Company". Accordingly, the Respondents submit clause 3(b) of the Founders Agreement is vague and ambiguous and should be construed *contra proferentem.* This is especially the case as Wayne's intention was for "the legal language to be simple to read in some parts and convoluted in others".

**Responding Affidavit DeVante, para. 21, Exhibit N**
**Responding Affidavit DeVante, para. 20, Exhibit M**

18. It is also relevant that the Founders Agreement provided that the parties would enter into a shareholders' agreement. Like an assignment agreement, the shareholders' agreement was never entered into as the relationship between the parties had deteriorated by the time it had been drafted. The reasons for this deterioration include Wayne and Arnold's failure to comply with their obligations under the Founders Agreement; unauthorized disclosure of confidential information; holding meetings with potential investors and making decisions about those

investors without including Julian; stealing materials, equipment and chemicals relating to the printable battery technology, creating fraudulent corporate books and shares certificate, breaching the founders agreement, creating new class of shares without Julian's knowledge and approval, entering into licensing agreements without Julian's knowledge and approval, acted secretly and independently without disclosing their activities on behalf of Synthion to Julian and collecting moneys and investments from investors, selling of shares without disclosing it to Julian and not entering it into Synthion's official Books.

**Responding Affidavit DeVante, November 2022**

## C. The oppression remedy and interim relief

19. In exercising its discretion under s. 241 of the CBCA, a court must, with respect, be guided by the interpretation and application of s. 241 under the common law. *In BCE Inc.,* the Supreme Court of Canada set out the two prongs of the oppression inquiry:

(a) Does the evidence support the reasonable expectation asserted by the claimant?

(b) Does the evidence establish that the reasonable expectation was violated by conduct falling within the terms "oppression", "unfair prejudice" or "unfair disregard" of a relevant interest?

***BCE Inc. v. 1976 Debentureholders,* [2008] 3 S.C.R. 560 at paras. 56-59, 68**

20. In *820099 Ontario Inc. v. Harold E Ballard Ltd.,* Justice Farley noted that shareholder expectations which are to be considered are not those that a shareholder has as their own individual "wish list". They must be expectations which were or should have been part of the compact of the parties. In the circumstances of this case, this means the Applicants are not entitled to relief which they could not have expected to achieve under the Founders Agreement and other agreements.

***820099 Ontario Inc. v. Harold E. Ballard Ltd.,* 1991 CarswellOnt 142 (O.C.J. Gen. Div.) at para. 129**

21. The general principles of interlocutory injunctive relief are applicable to interim relief in the nature of an injunction in connection with the oppression remedy. Typically, a moving party should not expect to obtain interlocutory injunctive relief unless it is able to successfully address the following factors:

(a) Is there a serious issue to be tried;

(b) Will the applicant suffer irreparable harm if the injunction is not granted; and

(c) Which party will suffer the greater harm from granting or refusing the remedy pending a decision on the merits (the balance of convenience)?

However, there may be circumstances where interim relief in connection with the oppression remedy is merited absent the traditional consideration associated with an interlocutory injunction.

***RJR- MacDonald Inc. v. Canada,* 1994 CarswellQue 120, [1994] 1 S.C.R. 311 at para. 48**

***LeMaitre v. Segeren (2009),* 55 B.L.R. (4th) 123, 2009 CanIII 6419 (ON S.C.) at para. 30: statement was in respect of ss. 248(3) of the *Ontario Business Corporations Act.***

22. The Respondents submit that the standard of a strong *prima facie* case rather than "serious issue" should be applied in the circumstances. The standard of a strong *prima facie* case is applied when determining whether it is appropriate to enforce a restrictive covenant in the employment context, because such relief interferes with an individual's ability to make a living and to use their knowledge and skills obtained during employment. Similar considerations apply in the present case. The nature of the relief requested by the Applicants would deprive Julian of the ability to use and benefit from the Technology which he funded and invented.

**Optilinx Systems Inc. v. Fiberco Solutions Inc., 2014 ONSC 6944 at para. 6**

23. The Respondents submit that the relief requested by the Applicants does not satisfy the three-part test for granting interlocutory injunctive relief.

(a) ***Strong prima facie case:*** Wayne and Arnold are seeking relief which they could not have reasonably expected under the Founders Agreement. In effect, they are seeking full ownership, benefit and control over the Technology despite not contributing to its development and each owning at most two per cent of the shares of Synthion. Further, Julian did not assign any intellectual property to Synthion as a result of the Applicants' breaches of the Founders Agreement. The Applicants do not have a strong *prima facie* case.

(b) ***Irreparable harm:*** Wayne and Arnold's loss, if any, amounts to tens of thousands of dollars in advances to Synthion. This is easily compensable in monetary terms.

(c) ***Balance of convenience:*** As noted in the previous paragraph, at best, the Applicants' losses amount to tens of thousands of dollars. By denying the relief requested by the Applicants, the Applicants will not suffer further harm. Conversely, Julian has spent his life's savings on and dedicated three years to developing the Technology. This alone tilts the balance of convenience in favour of the Respondents.

However, if the relief requested by the Applicants is granted, Julian would suffer further and irreparable harm to bring to market any other technologies he develops as this printable technology was already stolen and serious harm done to Julian, his company and technology.

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The applicants have already denied Julian from utilizing, bringing to market and profiting from his invention he solely developed.

The Applicants, their investor group and other entities would be first to the market with the Technology, or a competing variation. By this time it may be too late for Julian.

24. In deciding whether to grant the relief requested by the Applicants, this Honorable Court must, respectfully, do so with the underlying purpose of the oppression remedy in mind - to protect the reasonable expectation of the parties. The Respondents submit that the following are not reasonable expectations:

(a) Wayne and Arnold would be permitted to access, let alone control, the Technology and the Provisional Patent Application.
(b) Wayne and Arnold who, at most, each own two per cent of the shares of Synthion could be declared the sole persons entitled to take any and all necessary steps through Synthion to advance the Patent Application.
(c) Julian - the person who solely funded, invented and owns the Technology and who holds at least 93 per cent of the shares of Synthion - could be restrained from exercising any control over the Technology and from reaping its benefits.
(d) Wayne and Arnold could breach the Founders Agreement without consequence.
(e) Wayne and Arnold can create fraudulent share certificate to gain full ownership of Synthion Energy Inc without any consequence.
(f) Wayne and Arnold can commit gross perjury on this court with consequence.
(g) Wayne and Arnold can defraud and steal from Julian without consequence.
(h) Wayne and Arnold can act dishonestly, deceitful and criminally without consequence.
(i) This honorable court can be used as a means to legalize theft of property, technology and ownership by making 'legal' forgery - forged shares certificate fabricated by Wayne and Arnold to steal ownership of Synthion from Julian.

25. The remedy sought by the Applicants would give them access to and control over the Technology and Synthion - something they could never achieve under the founders agreement. As such, the remedies requested are unjust.

***Naneff v. Con-Crete Holdings Ltd. (1995),*** **23 O.R. (3d) 481 (C.A.), 1995 CanLII 959 (ON C.A.) at para. 38**

26. While the Applicants place reliance on the *C.I. Covington Fund Inc.* decision at paragraph 90 of their Factum, that case is distinguishable from the circumstances of this case. First, in C./. *Covington Fund Inc.,* it was the corporation that developed the waste water treatment

technology.  In this case, Julian developed the Technology before Synthion was incorporated.

Second, In C./. *Covington Fund Inc.,* the President signed an agreement granting the corporation exclusive licence to use the technology. In this case, Julian did not assign, transfer or license any intellectual property to Synthion.

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## PART III - RELIEF SOUGHT

27. For all the foregoing reasons, the Respondents request that this Honorable Court dismiss the Applicants' motion with costs and grant such further and other relief as this Honorable Court may allow.

28. A declaration that Beckerman and Berry acted in a manner that is oppressive, unfair to and in a manner fraudulent and deceitful against the DeVante;

29. A permanent injunction restraining Beckerman and Berry from acting in disregard to Synthions rights to or any other of Synthions assets or rights;

30. A permanent injunction restraining Beckerman and Berry from acting in claim of ownership to DeVante's Patent and technology

31. Compensatory Order requiring Beckerman and Berry to Compensate the Applicants for their illegal and criminal actions, and a determination of that compensation amount;

32. Compensatory Order as per the outstanding balanced owed to DeVante per Founders Agreement of $410,000 and

33. any other order that may be deem appropriate

ALL OF WHICH IS RESPECTFULLY SUBMITTED, THIS 28TH DAY OF November, 2022.

Julian DeVante
November 28th, 2022

**SCHEDULE "A" -TABLE OF AUTHORITIES**

1. *BCE Inc. v. 1976 Debentureholders,* [2008] 3 S.C.R. 560
2. *RJR- MacDonald Inc. v. Canada,* 1994 CarswellQue 120, [1994] 1 S.C.R. 311
3. *Le Maitre v. Segeren (2009),* 55 B.L.R. (4th) 123, 2009 CanLII 6419 (ON S.C.)
4. *Optilinx Systems Inc. v. Fiberco Solutions Inc.,* 2014 ONSC 6944
5. *Naneff v. Con-Crete Holdings Ltd.* (1995), 23 0.R. (3d) 481 (C.A.), 1995 Canlll 959 (ON C.A.)
6. *820099 Ontario Inc. v. Harold E. Ba/lard Ltd.,* 1991 CarswellOnt 142 (O.C.J. Gen. Div.)
7. *Goodis v. Ontario (Ministry of Correctional Services),* 2006 sec 31
8. *Baker v. Commercial Union Assurance* Co. *of Canada,* 1995 CarswellNS 15, [1995] N.S.J. No. 54

## SCHEDULE "B" -STATUTORY PROVISIONS

1. *Canada Business Corporations Act,* R.S.C., 1985, c. C-44, ss. 25(3), 106(3), 209(4), 241

**25.** (3) A share shall not be issued until the consideration for the share is fully paid in money or in property or past services that are not less in value than the fair equivalent of the money that the corporation would have received if the share had been issued for money.

**106.** (3) Subject to paragraph 107(b), shareholders of a corporation shall, by ordinary resolution at the first meeting of shareholders and at each succeeding annual meeting at which an election of directors is required, elect directors to hold office for a term expiring not later than the close of the third annual meeting of shareholders following the election.

(9) An individual who is elected or appointed to hold office as a director is not a director and is deemed not to have been elected or appointed to hold office as a director unless

(a) he or she was present at the meeting when the election or appointment took place and he or she did not refuse to hold office as a director; or

(b) he or she was not present at the meeting when the election or appointment took place and

(i) he or she consented to hold office as a director in writing before the election or appointment or within ten days after it, or

(ii) he or she has acted as a director pursuant to the election or appointment.

**209.** (4) Subject to any reasonable terms that may be imposed by the Director, to the rights acquired by any person after its dissolution and to any changes to the internal affairs of the corporation after its dissolution, the revived corporation is, in the same manner and to the same extent as if it had not been dissolved,

(a) restored to its previous position in law, including the restoration of any rights and privileges whether arising before its dissolution or after its dissolution and before its revival; and

(b) liable for the obligations that it would have had if it had not been dissolved whether they arise before its dissolution or after its dissolution and before its revival.

Application to court re oppression

**241.** (1) A complainant may apply to a court for an order under this section.

Grounds

(2) If, on an application under subsection (1), the court is satisfied that in respect of a corporation or any of its affiliates

(a) any act or omission of the corporation or any of its affiliates effects a result,

(b) the business or affairs of the corporation or any of its affiliates are or have been carried on or conducted in a manner, or

(c) the powers of the directors of the corporation or any of its affiliates are or have been exercised in a manner

that is oppressive or unfairly prejudicial to or that unfairly disregards the interests of any security holder, creditor, director or officer, the court may make an order to rectify the matters complained of.

Powers of court

(3) In connection with an application under this section, the court may make any interim or final order it thinks fit including, without limiting the generality of the foregoing,

(a) an order restraining the conduct complained of;

(b) an order appointing a receiver or receiver-manager;

(c) an order to regulate a corporation's affairs by amending the articles or by-laws or creating or amending a unanimous shareholder agreement;

(c1) an order directing an issue or exchange of securities;

(e) an order appointing directors in place of or in addition to all or any of the directors then in office;

(f) an order directing a corporation, subject to subsection (6), or any other person, to purchase securities of a security holder;

(g) an order directing a corporation, subject to subsection (6), or any other person, to pay a security holder any part of the monies that the security holder paid for securities;

(h) an order varying or setting aside a transaction or contract to which a corporation is a party and compensating the corporation or any other party to the transaction or contract;

*(i)* an order requiring a corporation, within a time specified by the court, to produce to the court or an interested person financial statements in the form required by section 155 or an accounting in such other form as the court may determine;

*(j)* an order compensating an aggrieved person;

*(k)* an order directing rectification of the registers or other records of a corporation under section 243;

(/) an order liquidating and dissolving the corporation;

(m) an order directing an investigation under Part XIX to be made; and

(n) an order requiring the trial of any issue.

Duty of directors

(4) If an order made under this section directs amendment of the articles or by-laws of a corporation,

(a) the directors shall forthwith comply with subsection 191(4); and

(b) no other amendment to the articles or by-laws shall be made without the consent of the court, until a court otherwise orders.

Exclusion

(5) A shareholder is not entitled to dissent under section 190 if an amendment to the articles is effected under this section.

Limitation

(6) A corporation shall not make a payment to a shareholder under paragraph (3)(f) or (g) if there are reasonable grounds for believing that

(a) the corporation is or would after that payment be unable to pay its liabilities as they become due; or

(b) the realizable value of the corporation's assets would thereby be less than the aggregate of its liabilities.

Alternative order

(7) An applicant under this section may apply in the alternative for an order under section 214.

R.S., 1985, c. C-44, s. 241;

Court File No.: CV-14-10751-00CL

**ARNOLD BECKERMAN** ET AL.
Applicants

- and-

**JULIAN DEVANTE**
Respondents

**ONTARIO**
**SUPERIOR COURT OF JUSTICE**
**- COMMERCIAL LIST**

Proceeding commenced at
Toronto

# FACTUM
# OF JULIAN DEVANTE

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