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Court File No.			
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FEDERAL COURT

BETWEEN:

NVC INNOVATIONS PTE. LTD. and
NVC TECHNOLOGIES CANADA LTD.

PLAINTIFFS

AND:

NVC INTERNATIONAL INC.

DEFENDANT

STATEMENT OF CLAIM

TO THE DEFENDANT:

A LEGAL PROCEEDING HAS BEEN COMMENCED AGAINST YOU by the Plaintiff. The claim made against you is set out in the following pages.

IF YOU WISH TO DEFEND THIS PROCEEDING, you or a solicitor acting for you are required to prepare a statement of defence in Form 171B prescribed by the [Federal Courts Rules](#), serve it on the plaintiffs' solicitor or, if the plaintiffs does not have a solicitor, serve it on the plaintiff, and file it, with proof of service, at a local office of this Court

WITHIN 30 DAYS after the day on which this statement of claim is served on you, if you are served in Canada or the United States; or

WITHIN 60 DAYS after the day on which this statement of claim is served on you, if you are served outside Canada and the United States.

TEN ADDITIONAL DAYS are provided for the filing and service of the statement of defence if you or a solicitor acting for you serves and files a notice of intention to respond in Form 204.1 prescribed by the [Federal Courts Rules](#).

Copies of the [Federal Courts Rules](#), information concerning the local offices of the Court and other necessary information may be obtained on request to the Administrator of this Court at Ottawa (telephone 613-992-4238) or at any local office.

IF YOU FAIL TO DEFEND THIS PROCEEDING, judgment may be given against you in your absence and without further notice to you.

Dated: _____

Issued by: _____
(Registry Officer)

Address of

Local office:

TO: NVC International Inc.
9390 Woodbine Avenue Unit 1TMP7
Markham, Ontario L6C 0M5

CLAIM

1. THE PLAINTIFFS CLAIM:

- (a) a declaration that the Defendant has infringed the Plaintiffs' exclusive rights in the NVC Design Mark (defined below), contrary to sections 19 and 20 of the *Trademarks Act*;
- (b) a declaration that the Defendant has used the NVC Design Mark in a manner likely to have the effect of depreciating the value of the goodwill attaching thereto, contrary to section 22 of the *Trademarks Act*;
- (c) a declaration that the Defendant has directed public attention to its services and business and the services and business of the Plaintiffs, contrary to paragraph 7(b) of the *Trademarks Act* and the tort of passing off;
- (d) a declaration that the Defendant has passed off its services as and for those of the Plaintiff, contrary to paragraph 7(c) of the *Trademarks Act*;
- (e) interlocutory and permanent injunctions restraining the Defendant and its servants, workmen, agents, contractors, and employees from directly or indirectly:
 - i. further infringing the NVC Design Mark;
 - ii. using the NVC Trademarks or any words, combination of words, or any other design, likely to be confusing with the NVC Trademarks;
 - iii. depreciating the value of the goodwill attaching to the NVC Trademarks;
 - iv. directing public attention to any of the Defendant's goods or business in such a way as to cause or to be likely to cause confusion between the goods and business of the Defendant and the goods and business of the Plaintiffs; and
 - v. passing off the Defendant's goods as and for those of the Plaintiffs;
- (f) damages or an accounting of profits, which may exceed \$50,000, as the Plaintiffs may, after due inquiry and full discovery, elect;
- (g) pre-judgment and post-judgment interest on such damages or profits from the date the arose to the date of payment;

- (h) an Order directing the Defendant, at its own expense and within a time and upon such terms as may be fixed by this Honourable Court, destroy all goods and articles in its possession, custody, or power which offend in any way against any order which is made herein, and provide the Plaintiffs with a signed representation under oath that such destruction has taken place;
- (i) the Plaintiffs' costs of the action on a solicitor-client scale, together with the Plaintiffs' disbursements;
- (j) all applicable taxes; and
- (k) such further and other relief as to this Honourable Court may seem just.

FACTUAL BASIS

The Parties

- 2. The Plaintiff, NVC Innovations Pte. Ltd., is a private limited corporation organized and operating under the laws of Singapore, having an address for service at 800 W Pender St Suite 520, Vancouver, BC V6C 2V6.
- 3. The Plaintiff, NVC Technologies Canada Ltd., is a corporation organized and operating under the laws of British Columbia, having an address for service at 800 W Pender St Suite 520, Vancouver, BC V6C 2V6.
- 4. The Defendant, NVC International Inc., is a corporation organized and operating under the laws of Ontario, having a business address at 9390 Woodbine Avenue Unit 1TMP7, Markham, Ontario L6C 0M5.

Business of the Plaintiffs

- 5. The Plaintiffs produce and distribute lighting products and related electrical goods. The Plaintiffs goods are widely distributed throughout Canada and around the world through its expansive network of distributors.
- 6. The Plaintiffs own the word mark NVC (the "**NVC Word Mark**").
- 7. The Plaintiffs also own the following NVC design trademark, including the registrations thereof in Canada (Registration Nos. TMA970283 and TMA849026):



(the “**NVC Design Mark**”).

8. The NVC Design Mark is registered in association with the following goods:

Fluorescent lighting fixtures; Table lamps; Floor lamps; Light globes; Lamp burners; Lighting fixtures; Lampshades; Searchlights; Fluorescent lamps; Chandeliers (Reg No. TMA849026);

Signal lanterns; flash lamps for photography; optical lamps for optical apparatus and instruments combined with optical devices, namely telescopes and microscopes; light-emitting diodes [LED]; electronic semi-conductors; integrated circuits; light switches, power switches; lighting ballasts; fibre optic cables; fluorescent screens (Reg No. TMA970283)

(collectively, the “**Registered Goods**”).

9. The Plaintiffs have used the NVC Word Mark and NVC Design Mark (together, the “**NVC Trademarks**”) since at least as early as August 2011 in association with the Registered Goods.
10. As a result of lengthy, widespread, and substantial sales, advertising, and promotion throughout Canada in association with the Registered Goods, the Plaintiffs possess reputation and goodwill in the NVC Trademarks in association with the Registered Goods in Canada.
11. The relevant public in Canada has come to associate the NVC Trademarks with the Plaintiffs as a high-quality source of the Registered Goods.
12. By virtue of the reputation and goodwill associated with the NVC Trademarks, the Plaintiffs have the right to prevent others from using the same or confusingly similar trademarks or trade names, in association with or in connection with goods or a business likely to cause confusion or to create a deception as to the source of those goods or business.
13. Further, by virtue of the Plaintiffs’ registration of the NVC Design Mark, the Plaintiffs have the exclusive right to advertise, offer for sale, and sell the

Registered Goods in association with the NVC Design Mark in Canada. The Plaintiffs also have the right to preclude others from: (i) using the NVC Design Mark, or any other trademarks, trade names, words or designs likely to be confusing therewith; and (ii) using the NVC Design Mark in a manner likely to depreciate the value of the goodwill attaching thereto.

Defendant's Activities

14. The Defendant, NVC International Inc., is a vendor of lighting, lighting fixtures, and associated electrical goods. The Defendant is therefore a direct competitor of the Plaintiffs.
15. Commencing on dates unknown to the Plaintiffs but known to the Defendant, has been selling, offering for sale, and advertising goods in Canada in association with trademarks and trade names that are confusingly similar to the NVC Trademarks.
16. Particularly, the Defendant has, by itself or by or through one or more licensees or affiliates, been offering for sale, selling, and advertising its goods in association with the name NVC and the logo



(together, the “**Infringing Marks**”).

17. More particularly, the Defendant has used the Infringing Marks in association with the sale, offering for sale, advertisement and promotion of goods highly similar if not identical to the Registered Goods, the full scope of which is known to the Defendant, but not known to the Plaintiffs.
18. The Defendant's use of the Infringing Marks is likely to cause confusion, and has caused confusion, in the Canadian marketplace between the Defendant's goods and business and the goods and business of the Plaintiffs. Further, the Defendant's use of the Infringing Marks has diluted the value of the NVC

Trademarks and had the effect of depreciating the value of the goodwill and reputation of the Plaintiffs and the NVC Trademarks.

19. In using the Infringing Marks in association with the sale, offering for sale, advertisement, and promotion of its goods, the Defendant has:
 - (a) directed public attention to its goods and business in a manner that causes or is likely to cause confusion in Canada between the Defendant's goods and business and the goods of the Plaintiffs; and
 - (b) passed off the Plaintiffs' goods as the Defendant's own goods.
20. The Defendant has used the Infringing Marks to profit commercially from the substantial goodwill and reputation attached to the NVC Trademarks in the minds of consumers.
21. The Defendant at all material times knew or had reasonable grounds for knowing that the NVC Trademarks have been extensively used by the Plaintiffs in Canada, and that substantial goodwill and reputation attached to the NVC Trademarks in the mind of consumers.
22. The Defendant's conduct has and will continue to result in loss by and damages to the Plaintiffs.
23. At no time have the Plaintiffs authorized the Defendant to use the Infringing Marks in association with lighting goods, or any other goods in Canada.
24. Accordingly, on December 27, 2024, the Plaintiffs' counsel sent a letter to the Defendant, demanding that the Defendant cease using the Infringing Marks or any other marks confusingly similar to the NVC Trademarks. The Plaintiffs sought a response by January 3, 2025.
25. The Defendant has failed to provide a substantive response to the Plaintiffs' letter.
26. The Defendant has failed to cease using the Infringing Marks and has therefore willfully and knowingly persisted in its infringing conduct.

27. The Plaintiffs are unaware of the full extent of the Defendant's acts of infringement and passing off. Full particulars of the Defendant's acts of infringement and passing off are within the Defendant's knowledge and not within the knowledge of the Plaintiffs. The Plaintiffs claim in respect of all infringing and passing off activities of the Defendant.
28. By reason of the aforesaid acts of the Defendant, the Defendant has made and will make a profit, and the Plaintiffs have suffered and will continue to suffer damages unless and until the Defendant's conduct is restrained.
29. The aforesaid activities of the Defendant will continue and/or recur unless restrained by this Honourable Court.
30. This action is not being proceeded with as a simplified action as the claim is not exclusively for monetary relief in an amount not exceeding \$50,000, exclusive of interest and costs.
31. The Plaintiffs propose that this action be tried at Vancouver, British Columbia.

Dated: March 31, 2025



SEASTONE IP LLP

Barristers & Solicitors

Suite 520 – 800 West Pender Street

Vancouver, BC V6C 2V6

Mathew Brechtel

Kevin Bushell

Charles AJ Macaulay

Telephone: 604 416 4148

Solicitors for the Plaintiff

TO: NVC International Inc.
9390 Woodbine Avenue Unit 1TMP7
Markham, Ontario L6C 0M5

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STATEMENT OF CLAIM

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