Court File No. T-

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ISSUED / ÉMIS

FEDERAL COURT
COUR FÉDÉRALE

March 31, 2026
31 mars 2026

Applicant

Frank Fedorak

VAN | 1

FEDERAL COURT

BETWEEN:

WE GROW B.C. LTD.

- and -

ROYALMAX BIOTECHNOLOGY CANADA INC., WEST ISLAND BRANDS INC., and BORIS ZIGER

Respondents

An Application under Rule 300(b) of the *Federal Courts Rules*

NOTICE OF APPLICATION

TO THE RESPONDENTS:

A PROCEEDING HAS BEEN COMMENCED by the Applicant. The relief claimed by the Applicant appears on the following page.

THIS APPLICATION will be heard by the Court at a time and place to be fixed by the Judicial Administrator. Unless the Court orders otherwise, the place of hearing will be as requested by the Applicant. The Applicant request that this application be heard at Vancouver, British Columbia.

IF YOU WISH TO OPPOSE THIS APPLICATION, to receive notice of any step in the application or to be served with any documents in the application, you or a solicitor acting for you must prepare a notice of appearance in Form 305 prescribed by the *Federal Courts Rules* and serve it on the Applicant' solicitor, or where the Applicant are self-represented, on the Applicant, WITHIN 10 DAYS after being served with this notice of application.

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 OPPOSE THIS APPLICATION, JUDGMENT MAY BE GIVEN IN YOUR ABSENCE AND WITHOUT FURTHER NOTICE TO YOU.

Date: March 31, 2026

Issued by: _____
(Registry Officer)

Issued on: April 01, 2026
Issued by: Frank Fedorak (Registry Officer)
Address of Local Office: Vancouver Local Office 701 West Georgia Street Vancouver, British Columbia

Federal Court
Local Registrar
701 West Georgia Street
Vancouver, British Columbia

TO:

ROYALMAX BIOTECHNOLOGY CANADA INC.
613 av. d'Orly
Dorval, Québec
Canada H9P1G1

WEST ISLAND BRANDS INC.
1102 – 44 Victoria Street
Toronto, Ontario
Canada M5C 1Y2

BORIS ZIGER
835 Manning Ave.
Toronto, Ontario
Canada M6G2W9
E-mail: boziger@gmail.com

APPLICATION

1. The Applicant makes an application for:

   (a) A declaration that the Respondents, Royalmax Biotechnology Canada Inc. ("**Royalmax**") and West Island Brands Inc. ("**West Island**") are in breach of the settlement agreement dated effective on October 31, 2024 (the "**Agreement**"), entered into between the Applicant, We Grow B.C. Ltd. ("**We Grow**", or the "**Applicant**") and the Respondents Royalmax and West Island;

   (b) An order that the Respondent Mr. Boris Ziger has expressly directed, ordered, authorized, aided and abetted the activities of the Respondents Royalmax and West Island complained of herein, with the full knowledge of and reckless disregard for the rights of the Applicant, and as such is liable for the breaches by the Respondents Royalmax and West Island of the Agreement;

   (c) An order directing that the Respondents Royalmax and West Island comply with all terms and all of their obligations under the Agreement;

   (d) An interlocutory and permanent injunction restraining the Respondents Royalmax and West Island, by themselves and on behalf of their respective directors and officers and their licensees, franchisees, and affiliates, from further breaching the Agreement;

   (e) Damages;

   (f) The Applicant's costs of the application on a solicitor-client scale together with the Applicant's disbursements;

   (g) Pre-judgment and post-judgment interest on such damages or profits from the date they arose to the date of payment;

   (h) All applicable taxes; and

(i) Such further and other relief as this Honourable Court may permit.

THE GROUNDS FOR THE APPLICATION ARE AS FOLLOWS:

The Parties

2. The Applicant, We Grow B.C. Ltd., is a subsidiary of Decibel Cannabis Company, a company duly incorporated under the laws of British Columbia, having an address at 1440 – 140 4th Avenue Southwest, Calgary, Alberta, T2P 3N3, Canada.

3. The Respondent, Royalmax Biotechnology Canada Inc., is a company duly incorporated under the laws of Quebec, having a place of business located at 3055 Boulevard Saint-Martin Quest, Laval, Quebec, H7T 0J3, Canada, and a registered office address at 613 av. d'Orly, Dorval, Québec, H9P1G1, Canada.

4. The Respondent, West Island Brands Inc., is a company duly incorporated under the laws of British Columbia, having a business address at Suite 1102, 44 Victoria Street, Toronto, Ontario, M5C 1Y2, Canada. West Island is the parent company of Royalmax.

5. The Respondent, Boris Ziger, is an individual having an address at 835 Manning Ave., Toronto, Ontario, M6G2W9, Canada. Mr. Ziger is, and at all material times has been, a director and the principal controlling mind of Royalmax and West Island.

Background Facts

6. The Applicant is engaged in the cultivation, processing, and sale of cannabis products.

7. For the purposes of this application, the Applicant is the sole owner of the trademarks QWEST registered as TMA1274946, QWEST & Design, registered as TMA1274947, and **QWEST RESERVE & Design** registered as TMA1370562 (collectively, the "**QWEST Trademarks**"), which have been used by the Applicant

since at least as early as October 2018 in the case of the trademarks QWEST and QWEST & Design, and at least as early as April 2019 in the case of the trademark QWEST RESERVE & Design, all in association with cannabis products.

8. As owner of the QWEST Trademarks, the Applicant is entitled under the *Trademarks Act* to the exclusive right to use the QWEST Trademarks throughout Canada in association with the goods and services for which they are registered, and to prevent others from adopting, using, or registering confusingly similar marks.

Procedural History and Steps Taken to Date

9. We Grow commenced Federal Court Action No. T-700-21 by filing a Statement of Claim (the "**Statement of Claim**") on April 27, 2021, against Royalmax (the "**First Proceeding**").

10. We Grow pleaded in the Statement of Claim that Royalmax violated We Grow's rights associated with the QWEST Trademarks by using trademarks confusingly similar to the QWEST Trademarks, specifically, the use of OUEST Trademarks (the "**OUEST Trademarks**").

11. Royalmax filed a Statement of Defence and Counterclaim against We Grow in the First Proceeding on May 31, 2021, alleging that We Grow's QWEST Trademarks are invalid.

12. On September 12, 2022, West Island filed Statements of Opposition to We Grow's trademark applications no. 1913201 for QWEST and 1913202 for QWEST & Design.

13. We Grow filed an Amended Statement of Claim on March 17, 2023 (the "**Amended Statement of Claim**"), adding West Island, Royalmax's parent company, as a defendant to the First Proceeding.

14. Royalmax and West Island filed an Amended Statement of Defence (the "**Amended Statement of Defence**") and Counterclaim on April 14, 2023.

15. On September 26, 2023, the Applicant filed Statements of Opposition to West Island's trademark application nos. 2029229 for OUEST and no. 2029230 for OUEST & Design.

16. On May 2, 2024, the Applicant brought a motion in the First Proceeding for relief including an Order striking the Statement of Defence and Counterclaim of Royalmax and West Island in the First Proceeding, and noting Royalmax and West Island in default.

17. By Order dated June 11, 2024, Madam Associate Judge Catherine A. Coughlan of the Federal Court granted the Applicant's motion, holding that the evidence filed on the motion amply supported the Plaintiff's arguments of abusive behavior by Royalmax and West Island in the First Proceeding, including failing to complete the discovery process, failing to respond to correspondence, failing to honour undertakings, and failing to comply with Court Orders. The Federal Court struck the Statement of Defence and Counterclaim of Royalmax and West Island in the First Proceeding, and granted We Grow leave to bring an *ex parte* motion for default judgment.

18. On July 2, 2024, West Island voluntarily withdrew its Statements of Opposition to trademark applications no. 1913201 for QWEST and 1913202 for QWEST & Design, which subsequently issued to registration.

19. On August 29, 2024, the deadline expired for West Island to file evidence in response to the opposition filed against West Island's trademark application nos. 2029229 for OUEST and no. 2029230 for OUEST & Design, which subsequently went abandoned.

20. The Applicant and the Respondents Royalmax and West Island agreed to settle the First Proceeding on terms outlined in the Agreement, which was negotiated between the parties and was executed by the parties, effective October 31, 2024.

Mr. Ziger signed the Agreement on behalf of both Royalmax and West Island, on October 23, 2024. Relevant terms of the Agreement for the purposes of this proceeding are contained in a Particulars document served herewith.

Issues Giving Rise to This Application

21. In the Agreement, as further particularized in the Particulars document served herewith, the parties agreed that the Respondents Royalmax and West Island would make a first payment to the Applicant by November 10, 2024, would make a second payment to the Applicant by November 30, 2024, and would make a third payment by December 20, 2024. Particulars of Royalmax and West Island's agreement and obligations to make payments to the Applicant in settlement of the First Proceeding are contained in a Particulars document served herewith.

22. Subsequent to execution of the Agreement, and in breach thereof, the Respondents Royalmax and West Island have failed and refused to make any payment to the Applicant.

23. Beginning on November 7, 2024, and on several subsequent occasions, prior to filing this Application, the Applicant's counsel wrote to the Respondents by email and spoke with Mr. Ziger by phone, in order to bring the Respondents' non-compliance with the terms of the Agreement to the Respondents' attention, and to ask that the Respondents comply with their obligations under the Agreement. The Respondents, and in particular Mr. Ziger, assured the Applicant's counsel that the settlement payments would be made. However, no such payment was ever received by the Applicant.

24. The Respondent Mr. Ziger is a director and the principal controlling mind of the Respondents Royalmax and West Island. The Respondent Mr. Ziger has expressly directed, ordered, authorized, aided and abetted the activities of the Respondents Royalmax and West Island complained of herein.

25. Having regard to the facts stated above, the Respondent Mr. Ziger has done so with the full knowledge of and reckless disregard for the rights of the Applicant,

and has intentionally or recklessly embarked on a scheme, using Royalmax and West Island as vehicles, to knowingly secure monies which rightfully belong to the Applicant, and to knowingly avoid paying settlement fees to the Applicant. As such, Mr. Ziger is personally liable for the breaches by the Respondents Royalmax and West Island of the Agreement.

26. The Respondents' breaches of the Agreement have been ongoing, notwithstanding repeated reminders sent by the Applicant. It appears that the Respondents will not comply with their obligations under the Agreement, a binding contract willingly executed between the parties to resolve proceedings in this Court, unless compelled to do so by this Honourable Court.

27. The Applicant seek its costs of this application on a solicitor-client scale, together with the Applicant's disbursements. This Application should not have been necessary. The Respondents have ignored their obligations under the Agreement and have given the Applicant no intention that they intend to comply with their obligations under the Agreement, a legally binding contract that they willingly entered into. The Respondents' refusal to implement the terms of the Agreement is high-handed and oppressive and merits an award of costs of the Application on a solicitor-client scale.

28. The Applicant may also base this application on such other grounds as counsel may advise and this Honourable Court may permit. The Applicant reserve all rights to raise other grounds in these proceedings as against the Respondents.

THE FOLLOWING DOCUMENTARY EVIDENCE will be used at the hearing of the application:

(a) Such supporting affidavits and documentary exhibits as the Applicant may file pursuant to Rule 306 of the *Federal Courts Rules* and that this Honourable Court may permit; and

(b) Such further and other material as counsel may advise and this Honourable Court may permit.

Date: March 31, 2026

GOWLING WLG (CANADA) LLP
Suite 2300, 550 Burrard Street
Vancouver, British Columbia, V6C 2B5

Tel: (604) 891 2799
Fax: (604) 683 3558

Emilie Feil-Fraser
R. Nelson Godfrey

Solicitors for the Applicant

TO:

ROYALMAX BIOTECHNOLOGY CANADA INC.
613 av. d'Orly
Dorval, Québec
Canada H9P1G1

WEST ISLAND BRANDS INC.
1102 – 44 Victoria Street
Toronto, Ontario
Canada M5C 1Y2

BORIS ZIGER
835 Manning Ave.
Toronto, Ontario
Canada M6G2W9
E-mail: boziger@gmail.com

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Vancouver, British Columbia, V6C 2B5

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