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## **HISTORY OF THE EVENTS THAT HAVE DAMAGED THE SHIELL FAMILY AND THEIR COMPANIES :**

1. Janet and William Shiell (native New Orleanians) have worked designing and selling cabinetry, countertops and accessories to U.S. developers, builders and government housing authorities on behalf of Canadian and U.S. manufacturers, through their U.S. companies for the past twenty (20) years. These sales required them to travel throughout the U.S. to take precise field measures at U.S. project sites, in order to customize cabinetry designs to be used to order cabinets to fit the exact finished dimensions of the buildings and the requirements of their customers.
2. Until 1995, they chiefly operated under Brokerwood Products International (U.S.), Inc. (hereafter referred to as BPIUS), a Louisiana corporation.
3. After NAFTA was passed, they chose to become actual brokers of Canadian products to U.S. builders and developers, instead of just commissioned agents.
4. They chose to sell Canadian cabinets predominantly because the U.S. exchange rate was favorable and products were well priced.
5. They invested one hundred thousand dollars (\$ 100,000.00) to form a new Canadian corporation, Brokerwood Products International (Canada), Inc. (hereafter referred to as BPIC), and they are the sole shareholders of that corporation.
6. They were required to form a Canadian corporation in order to open a Canadian bank account, pay Canadian factories in Canadian funds, and hire Canadian employees to work with the Canadian factories on U.S. orders.
7. This initial investment was wire transferred to BPIC's bank account at the Royal Bank in Montreal from the BPIUS account at the Whitney Bank in New Orleans in the fall of 1996.
8. BPIC then set about finding factories to manufacture goods in Canada for the U.S. market serviced by the Shiells' U.S. companies and their agent, George Hunter.
9. The Shiells, as the American investors representing BPIC, wrote to Investment Quebec, a government agency, seeking a contract with a Canadian factory that could manufacture frame and HUD cabinetry for the U.S. market.
10. They got a response to this letter from a business-consulting firm called SODEFIN, represented by Michael Stante, who informed them that Investment Quebec had forwarded their letter to him.
11. Mr. Stante arranged a meeting and introduced them to Amodio Cerrelli, a Calabrian-born Italian factory-owner in Montreal, who had never sold cabinetry in the U.S. but desperately needed an entry to the U.S. market to save his floundering factory.
12. After negotiations, William Shiell, acting as president of BPIC, signed an exclusive agreement in September 1996 with Cerrelli's Canadian factory, Cuisine Crotone, to handle all cabinetry sales in the U.S., which contract explicitly retained all customers as their own.

13. SODEFIN was paid a \$ 5,000.00 fee for this contract by both Crotone and BPIC.
14. After the contract was signed, the Shiells were required to provide, at their own expense as well as the expense of their U.S. companies, the technical information needed to produce cabinets specifically for the U.S. market, prototype samples of that cabinetry, and supervision and inspection of the production of the final samples to be sent to U.S. laboratories and the Kitchen Cabinet Manufacturers Association, which agency certifies all cabinetry per HUD specifications to be used by government housing authorities. The Shiells and their companies and personnel provided, as well, detailed shop drawings for the production by the factory of all non-standard cabinetry on their U.S. projects. **(NAFTA violation under Chapter 11, article 1106)**
15. The Shiells personally assisted Crotone in obtaining final U.S. KCMA certification on the cabinetry Crotone was producing for the U.S. market as required by the Shiells and their U.S. companies' customers.
16. The Shiells and their companies further solely funded literature, advertising and mailings to their customers and agents, as well as several U.S. trade shows to increase Crotone's sales in the U.S. They also funded the recruitment and training of all their U.S. sub-agents, whom they brought to the factory to tour the facility.
17. Per the contract Brokerwood Products International (Canada), Inc. was to be reimbursed for these expenses that were the responsibility of Crotone per the contract. Crotone never reimbursed any of these expenses per the terms of the contract..
18. This contract was for a minimum three (3) year initial period and automatically renewed on its anniversary date unless it was canceled by either party by certified mail during an explicit anniversary period.
19. The terms for cancellation purposely included a strong cancellation and non-compete clause as BPIC and its U.S. sub-agents had to divulge their U.S. customers and sub-agents to the factory when products were ordered.
20. The Shiells required this clause to protect the money they had invested to develop these customers in the U.S., as well costs to instruct Crotone on how to manufacture U.S. cabinetry for the HUD and multi-family markets in the U.S.
21. This clause protected the Shiells, BPIC and BPIUS, in that in the event Crotone wanted to cancel, once the U.S. customers had been divulged, Crotone was restricted from selling to any of the U.S. customers and sub-agents sold to under the contract for an additional three (3) year period.
22. The contract also explicitly stipulated Crotone could not sell directly in the U.S. PERIOD! Orders had to be placed by BPIC for all production to ensure BPIC was aware of all sales to be shipped to the U.S.
23. This exclusive agreement to date has never been canceled per the terms of the contract, but Crotone is as of this date, and has been for some time, selling directly to these same sub-agents and customers in the U.S. in open breach and violation of the terms of this exclusive contract.

24. The contract also specified that all commissions and overages due to BPIC had to be held in trust under the Quebec civil and criminal codes, and that BPIC had the right to bill customers directly if Crotone became delinquent on payment of commissions and overages. Not only were these commissions and overages not held in trust, they were never paid to BPIC and BPIUS. **(NAFTA violation of Chapter 11, article 1102, 1103, 1104, 1105, 1110)**
25. The contract further stipulated that Crotone could not assign these sales to any financial institution without the permission of BPIC. In the event BPIC would allow this assignment, the bank would have to agree in return to guarantee payment of the portion of those contracts that was due to BPIC.
26. BPIC had been allowed, per the terms of the contract, to name U.S. sub-agents to work for BPIC to handle all such sales. The primary sub-agent named by BPIC was its investor, BPIUS, and BPIC signed a contract with BPIUS promising to pay BPIUS one-half (½) of all commissions and overages once it was paid by Crotone. Crotone never paid BPIC, causing BPIC to be unable to pay BPIUS. **(NAFTA violation of Chapter 11, article 1102, 1103, 1104, 1105, 1109, 1110)**
27. This Crotone agency agreement also said that all the customers belonged to BPIC and their agents (BPIUS and George Hunter) not Crotone.
28. This contract required a minimal level of export sales to the U.S. each year. **(NAFTA violation under Chapter 11, Article 1106)**
29. From 1997 to 2003, BPIUS invested in and lent money to BPIC.
30. BPIC used these investments and loans to invest in a Canadian factory (Cabi-Fab) to make European-style cabinetry not manufactured by Crotone, and to pay operating expenses until the BPIC could collect their commissions and overages from the factory they worked for as a broker and agent, Cuisine Crotone in Montreal
31. Cuisine Crotone never paid BPIC on time or in full, causing BPIC to ask for additional loans and investment funds from the Shiells' U.S. companies.
32. In 1997, BPIUS signed an exclusive U.S. agency agreement with Cabi-Fab, Inc., another Canadian factory, who manufactured frameless cabinetry. This is a different kind of cabinet than the frame cabinetry Crotone manufacturers.
33. The terms of the Cabi-Fab contract were almost identical to the Crotone/ BPIC contract.
34. BPIC had invested \$ 20,000 of BPIUS' money in this factory in Iberville, Quebec at the urging of the factory's bank, the Bank of Montreal.
35. This bank was aware that the shareholders of BPIC were Americans and that BPIC had been funded through American investments from BPIUS, which company had the same American principals and shareholders, the Shiells.
36. In 1998, there was a massive ice storm causing Cabi-Fab to lose all hydro power for many months.

Admittedly, this caused Cabi-Fab, Inc. a huge loss as contracts could not be finished on time.

37. Although Cabi-Fab requested help from the Canadian government and their bank, the Bank of Montreal, because of this disaster, they were given almost no help. This was obvious discrimination against the American investors, as other Canadian corporations got major grants as well as government assistance and low interest loans.
38. Even without this help Cabi-Fab actually made up a good part of the loss within the year and was turning a profit. Despite this remarkable recovery, the Bank continued giving Cabi-Fab problems, and charging excessive exchange rates and refusing to increase needed receivable financing.
39. The bank was purposely strangling Cabi-Fab by only allowing financing on their U.S. receivables of \$ 200,000.00, when these government-insured receivables were more than double that amount. This same bank was allowing other factories and manufacturers 90% of all their receivables. Again, this was deliberate discrimination by the Bank of Montreal against the American investors of Cabi-Fab, Inc. **(NAFTA violation of Chapter 11, articles 1102, 1103, 1104, 1105)**
40. At this point, the majority of stock in Cabi-Fab, Inc. was owned by Canadian investors who also operated the factory. These investors asked the Shiells to intervene with the Bank of Montreal re: the financing shortages. The Shiells had no choice as the only alternative was to lose not only their investment (through BPIUS), but also to lose all the sales of large projects their U.S. companies had signed contracts on which were in progress.
41. These U.S. contracts included breach and liquidated damages clauses that would have destroyed the Shiells' U.S. companies had they failed to complete these projects.
42. Once again, additional funds had to be invested by "The Americans"- BPIUS and the Shiells.- to fund work by Kenneth Adessky and Cecil April for a new factory business plan required by the financing bank in order to get the bank to agree to increasing financing.
43. In March 1999, the Bank of Montreal finally met the Shiells and the Canadian investors of Cabi-Fab at BPIC's offices in Montreal for the signing
44. Present at this signing were Cabi-Fab's attorney, Ken Adessky, Cecil April, the Bank of Montreal (represented by a branch manager), the bank's attorney, the Shiells and the two Canadian investors of Cabi-Fab, Inc. Roland Arpin and Agostino Simone.
45. The Shiells had requested that all loan documents be produced in English as they did not read French well enough to understand such documents. These documents should have been sent to the Shiells' lawyer (Ken Adessky) for review prior to the loan signing but were not, despite repeated requests up until the morning of the meeting. The documents were also not all in English.
46. A main condition of the refinancing was that the Shiells and their U.S. companies increase their investments in the factory by buying out the stock of some of the Canadian shareholders.
47. These loan documents, that the Shiells, Adessky and April saw for the first time at this meeting, required BPIC, along with the two remaining Canadian investors, to guarantee Cabi-Fab's loans.

48. **Although this had never been disclosed as a condition of the approved financing, the Bank of Montreal also quite unbelievably now required Cabi-Fab to hold commissions of two hundred thousand dollars (\$ 200,000.00) currently due and payable to their U.S. agent, BPIUS, indefinitely.**
49. Another requirement was that BPIC invest additional capital of eighty thousand dollars (\$ 80,000.00) as a condition of the refinancing. BPIC had to borrow this money from BPIUS.
50. As the bank had purposely stalled increasing the credit line to cover current receivable levels for many months, the factory could not survive any further delays.
51. Their receivables were now over five hundred thousand dollars (\$ 500,000.00) with only two hundred thousand dollars (\$ 200,000.00) of this financed.
52. Again, the American company BPIUS had no choice but to lend the money to BPIC for this investment.
53. Both the Shiells' personal and corporate lawyer in Canada, Kenneth Adessky, and their C.A., Cecil April reviewed all of the loan documents during the signing, and advised William Shiell to sign them even though some of them were in French which he does not understand, and some of them had not been filled out as to interest rates and terms and expiry dates.
54. William Shiell was advised that if he did not sign all the documents the Bank would cut off Cabi-Fab by calling their operating loans and receivable financing, causing the Shiells major business and investment losses.
55. Their attorney, Ken Adessky, assured the Shiells he would immediately file securities for BPIUS and BPIC, as well as the Shiells and their other U.S. corporations, to protect the funds they had invested from any consequences these questionable loan documents and guarantees might have.
56. The signed "blank documents" now accorded the bank carte blanche to charge whatever they chose and to use any expiration date they chose on the loans.
57. **The Bank of Montreal claimed, to protect themselves now, in answer to a motion regarding the suit they filed against BPIC on the loan guarantee in 2001, to have lost these incriminating documents, BUT THE SHIELLS HAD COPIES OF THEM.**
58. In December 1999, less than nine months after the bank had refinanced Cabi-Fab, Inc., the bank started to threaten the Shiells that they would call Cabi-Fab's loans. **(NAFTA violation of Chapter 11, article 1102, 1103, 1104, 1105, 1109, 1110)**
59. After the bank had coerced the Shiells and BPIUS to invest more money in Cabi-Fab and allow their commissions to remain unpaid, the Bank of Montreal now said they had "lost confidence" in Cabi-Fab. Absolutely no valid reason for this loss of confidence was given. **(NAFTA violation of Chapter 11, article 1102, 1103, 1104, 1105, 1109, 1110)**
60. The Bank of Montreal sent subpoenas to BPIC from December 1999 to March 2000, each time demanding the Shiells present themselves with their attorney at the offices of the bank's attorneys,

Dunton and Rainville.

61. As the Shiells were the main U.S. sales personnel for BPIUS, they were in the U.S. frequently and had to return for these “command appearances” at great cost and the loss of invaluable time.
62. In this manner, the Bank of Montreal was escalating the damages they were already causing to the Shiells and their companies.
63. The sole purpose of these meetings was solely to allow the bank and their attorneys to run up unnecessary legal fees and expenses which they in turn charged to Cabi-Fab and deducted from Cabi-Fab’s bank accounts. **(NAFTA violation of Chapter 11, article 1102, 1103, 1104, 1105, 1109, 1110)**
64. Additionally, the bank began deducting enormous “special fees” each month for account “management.” They also insisted in sending in their auditors and deducted thousands of dollars from the Cabi-Fab accounts to pay these auditors. Valuable factory personnel had to spend an entire week with the auditors causing a slowdown of production. This was nothing but a thinly veiled attempt to cause Cabi-Fab, Inc. and their investors losses in order to give the bank an excuse to cease funding. **(NAFTA violation of Chapter 11, articles 1102, 1103, 1104, 1105, 1110)**
65. Unbelievably, in December 1999, Cabi-Fab also got a letter from the Canadian government agency Export Development Corp. retracting all future insurance for any of the receivables of any of the Shiell’s companies.
66. Export Development claimed this cancellation was because one of these companies owned stock in Cabi-Fab, Inc. **(NAFTA violation of Chapter 11, articles 1102, 1103, 1104, 1105, 1110)**
67. The Bank of Montreal and the Export Development Corp. both already knew this only too well as the bank had not only orchestrated these investments as a condition of refinancing but been present at the signing of the loans when the shareholders were all identified. Now unbelievably they both contended that they were unaware of this investment.
68. The Shiells U.S. companies now no longer had credit insurance through Export Development or credit with the very factory they had been forced to invest in. Additionally, Cabi-Fab, Inc. had an exclusive contract with BPIUS and could not sell directly to the U.S. customers, so this exclusion effectively put Cabi-Fab, Inc. out of business and caused all of the shareholders’ stock to become worthless. **(NAFTA violation of Chapter 11, articles 1102, 1103, 1104, 1105, 1110)**
69. The factory could not finance any sales without this insurance and would not have the funds to buy needed materials without such financing.
70. This rejection of insurance caused the Shiells U.S. companies to have to invest more money in the factory in an attempt to finish U.S. projects.
71. To add insults to injury, Export Development also informed the Bank of Montreal that Crotone, who had to insure all their export receivables including sales to BPIC, BPIUS and the Shiells’ other U.S. companies, had given BPIUS and BPIC bad credit ratings.

72. This was a deliberate, calculated attempt by the Bank of Montreal, who works hand-in-hand with the Export Development Corporation, to damage the Shiells and their companies, as Crotone owed and was not paying BPIUS and BPIC, rather than the reverse. **(NAFTA violation of Chapter 11, articles 1102, 1103, 1104, 1105, 1110)**
73. Crotone purposely failed to disclose the commissions and overages it owed BPIC and BPIUS that offset these invoices, or that there were ongoing serious problems causing customers to refuse to pay due to incomplete, unacceptable and sub-standard products on many of the unpaid invoices.
74. It was to Crotone's benefit to try to cause the Shiells' U.S. companies the loss of their Export Development credit insurance by providing false derogatory credit information, as these U.S. companies would then not be able to purchase and supply Canadian cabinetry to their customers, allowing Crotone to sell direct when the customers had to look elsewhere for products to complete their projects. **(NAFTA violation of Chapter 11, articles 1102, 1103, 1104, 1105, 1110)**
75. The Bank of Montreal next informed the Shiells and their lawyer, Ken Adessky, in March 2000, that despite the investment and the withheld commissions, they were not going to continue financing Cabi-Fab and would call all loans on March 30<sup>th</sup>.
76. Cabi-Fab was not behind on any loan payments or interest payments, yet the bank steadfastly refused to continue financing without cause to the detriment of BPIUS, BPIC, the Shiells and their other companies. **(NAFTA violation of Chapter 11, articles 1102, 1103, 1104, 1105, 1110)**
77. This was blatant discrimination against the American investors whom they had forced to invest.
78. The Shiells, with the help of their CA and attorney, and again at more expense, went to several Canadian banks trying to get refinanced, but no banks were even remotely interested in financing Cabi-Fab once they knew the Bank of Montreal was calling their loans.
79. The Shiells finally came to the realization that unlike the huge number of different banks in America, there are only six large Canadian Chartered Banks that handle commercial financing that Cabi-Fab had required.
80. These banks control over ninety per cent ( 90%) of the banking assets and capital available for business financing in Canada.
81. All these banks work closely together and trade information.
82. Unfortunately, it now became crystal clear that the Bank of Montreal was obviously providing the other banks with negative references regarding the Shiells and their ventures.
83. In desperation, when no other Canadian bank would take over the receivable financing and line of credit loans for the factory, the Shiells again insisted the Bank of Montreal continue financing and complained that it was only one year since the new financing was accorded.
84. The Shiells even went to the trade union that Cabi-Fab workers belonged to, the FTQ, and asked this union to invest to save the workers jobs.



85. Because Cabi-Fab, Inc. had American investors, this union turned them down in favor of investing in a neighboring factory owned by French Canadians. This factory went bankrupt six months later. **(NAFTA violation of chapter 11, articles 1102, 1103, 1104, 1105)**
86. The Bank of Montreal once again ignored the Shiells appeals to reconsider, and instead on the 30<sup>th</sup> of March 2000 froze all of the accounts of Cabi-Fab, including the payroll and petty cash accounts. **(NAFTA violation of Chapter 11, articles 1102, 1103, 1104, 1105, 1109, 1110)**
87. This effectively immediately shut down the factory causing enormous losses to the Shiell's U.S. companies when they could not complete contracts.
88. This action by the Bank of Montreal maliciously, calculatingly and deliberately damaged the American and Canadian investors of Cabi-Fab. It also cost the loss of many of the Shiells' companies' U.S. customers.
89. At this time hundreds of thousands of dollars in U.S. contract work was in production, but the bank refused to allow Cabi-Fab to remain operating to even finish those contracts.
90. The Bank of Montreal had been advised by the Shiells that if these projects were not completed, U.S. customers would refuse to pay for goods already shipped and included in Cabi-Fab's receivables.
91. The Shiells informed the Bank that they would have to accept responsibility for any such losses as they had refused to allow Cabi-Fab to operate until they could complete these projects.
92. The Bank of Montreal ignored the Shiells as they knew they had loan guarantees and could claim any losses, even ones they "manufactured," through these guarantees.
93. Once the Bank of Montreal froze all the Cabi-Fab bank accounts, they then systematically deducted thousands of dollars from the bank accounts in unearned operating fees (on frozen accounts that were not allowed to operate at all) and charges over the next eighteen (18) months. **(NAFTA violation of Chapter 11, articles 1102, 1103, 1104, 1105, 1110)**
94. These charges continued even after the bankruptcy had finished, until the accounts were completely drained.
95. These frozen account balances and the expropriation of their funds by the bank were apparently never reported to the Bankruptcy syndic, Litwin.
96. Additionally, Canadian and Provincial tax refunds for goods exported to the U.S., and reimbursements for payments to injured workers were normally sent to Cabi-Fab during this period.
97. These refunds probably went to the bank, and were put in the same frozen accounts in order to continuing charging operating fees on accounts that could not operate.
98. Some of the funds in one of the bank accounts belonged to BPIUS, who had been obliged to make

deposits in order to fund payrolls to attempt to finish their projects.

99. The bank was repeatedly made aware of this fact, but expropriated these funds as well.
100. The factory was then warned by the bank that they could not even open another bank account anywhere as the bank owned all their assets through assignment in the loan documents. Any such new bank account would be immediately seized by the Bank.
101. The Shiells were in disbelief that a bank could deliberately stop a factory from continuing operations by refusing to allow them to open bank accounts anywhere else, even though the Shiells had agreed to fund these accounts from U.S. investment money.
102. As Cabi-Fab had no bank account, it could not pay suppliers, payrolls or purchase materials. Cabi-Fab had no option but to shut its doors and to file for bankruptcy.
103. The Shiells again had to fund this, as the Syndic's in Canada require prepayment.
104. More than 100 unions workers were losing their jobs and demanded the "rich Americans" put up more money, but the Shiells knew this would be throwing good money after bad without any financing in place.
105. To add further to the damages to the Shiells and their companies, a newspaper article appeared in the local Iberville newspaper claiming the "rich American investors" of Cabi-Fab had caused the employees of Cabi-Fab to lose their jobs. This clearly shows anti-Americanism in Quebec.
106. The syndic in the Cabi-Fab bankruptcy was Gerald Litwin of Litwin, Boyadjian, who was recommended by the Shiells' chartered accountant, Cecil April.
107. The Shiells also had to pay Adessky more than \$ 10,000.00 for all the series of "forced" meetings with the Bank and the bankruptcy.
108. At additional expense, the Shiells then had to pay off the mortgage on the factory (also with the Bank of Montreal) in order to stop the loss of everything they had invested. The bank obviously had not expected this as they planned to take this property, as sole secured creditor, and make a windfall profit from its sale. This is the most probable reason the Bank of Montreal wanted to force the closure of Cabi-Fab, Inc. It was also at this time that the bank became increasingly hostile to the Shiells.
109. The bank then purposely delayed returning the mortgage release after the payment, in order to deliberately cause the American investors more losses. This delay accorded several suppliers ample time to file seizures before judgement, causing additional damages to the Shiells and their companies.
110. The Shiells again had to fund payment to Adessky to have these seizures stopped or lose their U.S. investments.
111. Although Cabi-Fab, Inc. had equity in the building, the bank refused to consider it in the line of credit. This had been simply an excuse for under-funding the factory, nothing more.

112. The Bank of Montreal had receivable insurance on Cabi-Fab's receivables through Export Development Corp., which should have paid off the loans, leaving no exposure for the investors and guarantors.
113. **For some reason unknown to the Shiells, the insurance supposedly only paid part of what it should have, but the Bank refused to confirm any details of the insurance payments or any other payments from the bankruptcy.**
114. Manon Hebert Shiell, a French Canadian and the wife of William Shiell V as well as another investor in Cabi-Fab, was appointed as an inspector in the Cabi-Fab bankruptcy.
115. **She sent a letter to Litwin asking that he investigate the frozen bank accounts of Cabi-Fab as the Bank of Montreal had apparently not credited these funds to the amount they claimed was owed by Cabi-Fab to the Bank. Mr. Litwin refused to respond to this letter, and later in the BPIC bankruptcy, claimed he knew nothing about this complaint. (Violation of NAFTA chapter 11, articles 1102, 1103, 1104, 1105, 1109, 1110)**
116. Once the Shiells had clear title to the Cabi-Fab property, and the bank owned the inventory and equipment, the Bank of Montreal verbally, through its representative, agreed not to sue BPIC on loan guarantees, if the Shiells would let them keep the Cabi-Fab inventory and equipment that belonged to the bank now at the factory until they could hold an auction.
117. The Shiells agreed to this in the spirit of good faith, never expecting that this sale would take more than five months.
118. This delayed the Shiells' sale of the building and caused the Shiells to have to reduce the sale price of the building to the neighboring factory that was buying it. Another act by the Bank of Montreal to deliberately damage the Shiells! **(Violation of NAFTA chapter 11, article 1109)**
119. The Shiells once again insisted Adessky sue the Bank of Montreal for unfair trade practices, but he again ignored them.
120. **The Shiells have since been informed by their current attorneys that almost no attorneys in Canada will sue the "BIG SIX" banks, as these banks spread their work out among all the Canadian attorneys, as long as those attorneys are not in litigation with them.**
121. Adessky, instead of suing the Bank of Montreal, informed the Shiells that they should instead just start a new factory and obtain grant and special loan money for new job development from Investment Quebec.
122. The Shiells again invested additional U.S. funds to pay Adedesky and Cecil April to prepare business plans and cash flow statements for this new factory, and to attend meetings with investment Quebec,

123. After several months, the Shiells had a letter of commitment and upon this agreement of funding had rented a building, ordered some equipment and purchased a truck. As well, they bought a truck to be used to deliver to the U.S.
124. Just as they were interviewing prospective employees for the new factory, the Shiells got another letter from Investment Quebec saying they were rescinding their offer because of the negative references they received from the Bank of Montreal. The Bank of Montreal again was purposely damaging the Shiells by not allowing them to even start a new factory to take the place of Cabi-Fab, Inc. in order to preserve their U.S. customers. **(Violation of NAFTA Chapter 11, articles 1102, 1103, 1104, 1105)**
125. Janet Shiell once again demanded Adessky sue the Bank, but as usual he ignored his mandate and deliberately stalled doing anything, despite repeated written demands that he act.
126. He sat on this mandate until the Bank of Montreal “out of the blue” sued BPIC as a guarantor in 2001.
127. Two other owners of the factory, who were Canadian-born and owned a total of about 50% of the stock, were also guarantors of the loan.
128. **The Bank of Montreal did not sue either of them, but singled the Shiells’ company out, as the bank knew this company was funded by one of the Shiells’ American companies The bank had sent a demand letter to the other investors, but the amount the bank claimed against them was less than half the amount they claimed in the bankruptcy against BPIC and its American investors a few weeks later. (Violation of NAFTA Chapter 1102, 1103, 1104, 1105)**
129. The suit against BPIC by the Bank of Montreal was for \$ 93,000.00 and claimed compounded interest, even during the bankruptcy protection period, and legal expenses never rewarded by any court, but never gave any proof of actual expenses or details and showed no credit for the funds the bank had seized in the account, or for some of the funds recouped from the bankruptcy and payments to the estate by government agencies that were due.
130. Ken Adessky agreed to answer the suit and file a counter claim immediately for damages due to the unfair trade practices of the bank. He also agreed to demand the bank provide proof of the amounts they were claiming, disclose the use of the funds in the bank accounts, and back up all amounts they were claiming were unpaid.
131. Adessky was well aware that this bank was discriminating against the Shiells and their companies as U.S. investors, because he was handling the Shiells’ complaint against Midland 2000, and had attended that bankruptcy meeting with the Bank of Montreal. **(Violation of NAFTA Chapter 11, articles 1102, 1103, 1104, 1105)**
132. The Shiells had agreed to have one of their companies act as an agent for this new factory out of desperation when the Bank of Montreal caused the failure of Cabi-Fab and stopped the Shiells from opening their own factory.
133. The Bank of Montreal was also funding Midland 2000 and had sent a letter asking the Shiells to

send a copy of their agency agreement to their branch manager in St. Leonard, Quebec. (Mrs. Malacundo).

134. The Bank of Montreal was, therefore, fully aware that Midland 2000 was using one of the Shiells' companies as an agent as they had requested a copy of that agency agreement prior to funding this factory.
135. This contract was essentially the same as the Crotone and Cabi-Fab U.S. agency contracts.
136. The principal of the factory, Elie Khoury, was a Canadian of Lebanese birth.
137. Interestingly, the bank had accorded this new factory, that was totally undercapitalized and did not even own the building they were operating in as Cabi-Fab did, more favorable exchange rates as well as ninety (90%) financing of all their receivables, instead of eighty per cent (80%) of part of the receivables as they limited Cabi-Fab to in their loan agreements. **(Violation of NAFTA Chapter 11, articles 1102, 1103, 1104, 1105)**
138. This again was blatant discrimination against the American investors of BPIC who had invested in Cabi-Fab, Inc. at the urging of the Bank of Montreal.
139. Soon after Midland began making products for the Shiells' U.S. companies, the Shiells realized that Midland was, like Crotone, making sub-standard U.S. government HUD products, selling direct to U.S. customers and agents, and failing to pay commissions on a large project in Hawaii.
140. The Shiells refused to pay invoices on projects that were incomplete, contained inferior and unacceptable products, or had warranty issues until these issues were rectified.
141. As well the Shiells demanded that all sales to their Hawaiian customers and agent be disclosed, and that commissions due on these sales be paid or credited to their account.
142. Shortly thereafter, the Shiells were in the offices of BPIC in Montreal (at 3814 St. Denis street in the downtown area of the city) at lunchtime. All of the staff, except William Shiell IV, Janet Shiell, one accountant and an estimator working on another floor of the building, had gone to lunch. About 12:15, two Arabic looking men came in the front door and walked through the reception office into the office of William Shiell IV. When asked what they wanted, one presented a Midland receivable listing and demanded payment from the Shiells, claiming it was "his money." The Shiells demanded proof of this and their relationship to Midland, but got no answer. Janet Shiell again asked them for documentation of their claim of ownership of these receivables, as she already knew this could not be true as the Bank of Montreal was financing this company. This person then got abusive and William Shiell told him to get out. He rose from his desk to "escort" this man and his accomplice off the premises. Once they were in the hall, this man suddenly kicked William Shiell in the face and attacked him. William, who is called "Bubba" is 6'1" tall and weighs 250 lbs., but the attacker was twenty (20) years his junior and 6'3" tall. William did everything he could to defend himself, and knocked the offender into the staircase banister.

Janet Shiell now screamed to the other two employees, who were now hiding, to call the police. She then proceeded to the front door to lock it until the police could arrive and apprehend these criminals. Before she could lock it, she was kicked in the back, punched in the face and violently

thrown to the floor, causing injuries to her back as well as concussion. William Shiell IV's face had been cut and badly bruised by his attacker, but William had gotten a couple of good punches in too and the offender was bleeding profusely. As he ran out the front door over the prone Janet Shiell, William hit him over the head with one of the sample cabinets in the front office. He and his accomplice made good their escape after they were chased by a neighbor to the subway station and ran inside.

The Montreal police did not arrive for fifteen (15 ) minutes. Although the Shiells later looked through police mug shot books and thought they had identified one of the perpetrators, they were told this individual was "dead." They thought it odd that his picture would still be included if he was dead. They had the "beeper" and sunglasses as well of the prime assailant, but the police said they could get no information on the beeper, that there were no readable fingerprints and that the DNA tests from the blood on the crime scene did not match any of their files. Oddly, the French detective that had originally handled the file was suddenly replaced by an Arabic looking individual whose name sounded middle-eastern. Even more odd was that this new Montreal policeman then told the Shiells they had nothing to worry about, and that these people would never bother us again! They never did. Question: How could this Montreal policeman know they would never bother us again? **(Violation of NAFTA Chapter 11, articles 1102, 1103, 1104, 1105)**

143. About the same time (2001) as the Midland bankruptcy and the time the Bank of Montreal was suing BPIC, BPIC filed a suit in Montreal against Cuisine Crotone who had breached almost every clause of their exclusive U.S. contract with BPIC.
144. These breaches included selling directly to the customers of BPIC and their U.S. agents against the terms of the exclusive contract, failing to report these sales, failing to pay commissions and overages or hold them in trust, manufacturing sub-standard cabinetry for U.S. HUD projects, maliciously damaging their agent's reputation, failing to honor warranties, failing to reimburse their agents for repairs and warranty work done on behalf of Crotone, failing to provide sales tools and literature and virtually every other article in the exclusive agreement.
145. Crotone was able to steal BPIC and their agent's customers, as well as many of the agents themselves, by offering to sell factory direct to these agents and customers, against the terms of their contract, at a lower price than BPIUS and BPIC were charged for the same products. **(Violation of NAFTA Chapter 11, articles 1102, 1103, 1104, 1105)**
146. Crotone continued to defraud BPIUS and BPIC by hiding these direct sales and refusing to pay the ten to twelve and eight-tenths per cent (10 to 12.8%) commissions plus all overages to BPIC as required per the exclusive contract. **(Violation of NAFTA Chapter 11, article 1109)**
147. BPIC had, naturally, been unable to repay the money it had borrowed from BPIUS, or pay commissions owed because Crotone had failed to pay BPIC, and had instead purloined all BPIC's and BPIUS' customers.
148. In March 2001, BPIUS filed a multi-million dollar suit against Crotone in Louisiana for unfair trade practices and damages as a result of Crotone's breach of the BPIC contract and the BPIUS contract as sub-agent to BPIC. (Attorneys: Robert and Doug Redfearn of Simon, Peregrine, Smith, Redfearn in New Orleans, U.S. District Court, Eastern District of Louisiana, Section "S", No. 02-1152)

149. The BPIC/ Crotone agency contract specifically named BPIUS as a sub-agent.
150. Crotone's deliberate breach of this contract caused BPIC to breach its U.S. sub-agency contract with BPIUS.
151. In retaliation to this U.S. suit, Crotone then sued BPIUS. in Canada claiming only a handful of unpaid invoices (appx. \$ 40,000.00 only), which in fact were invoices not owed due to the damages caused on the projects of BPIUS.
152. This was the last suit of the three (3) BPIUS - BPIC - Crotone suits to be filed.
153. **BPIUS complained to the court that it had already sued Crotone in Louisiana, and that it was not subject to the Canadian court's jurisdiction as it had no offices or assets in Canada. Cerrelli of Crotone filed a totally false affidavit before the Quebec court in Montreal swearing that BPIC and BPIUS were the same parties, that BPIUS had an office in Montreal, and that his suit had actually preceded BPIUS's suit. He also swore in this affidavit that the suits were "different" and the invoices he was suing on were not related to BPIUS's U.S. suit, when in actuality all of these invoices were related directly to some of the damages Crotone was being sued for in Louisiana, and that lawsuit claimed an offset against these same invoices. Cerrelli's affidavit was obviously perjured, but the court kept the case in Canada open and the Shiells were again forced to invest and waste more money in Canada to defend their U.S. company's interests! (Violation of NAFTA Chapter 11, articles 1102, 1103, 1104, 1105, 1109)**
154. The Shiells heard no more about the earlier Bank of Montreal suit for many months until Mr. Adessky advised that it would be best for another attorney to take the file, as he would be required to be a witness to all the wrongs he had seen done by the bank to Cabi-Fab and their investors.
155. The same attorney, Francois Legare, handling the Crotone suit in Canada by BPIC, took over the file, but then advised the Shiells that it was too late to amend it or file a new suit.
156. What Adessky actually did, according to Legare who was duped into accepting the case by Adessky (Francois Legare), was to file a worthless defense and the wrong kind of counterclaim.
157. As the Shiells were left with little choice, Legare recommended BPIC settle for \$ 30,000.00 to be paid over thirty (30) months starting November 2002.
158. This settlement included **all capital, interest and fees** per the Cabi-Fab loan guarantees.
159. The Shiells only agreed as it had been advised that due to Adessky's purposely poor and inadequate defense, they would probably lose and fees and costs could run up to \$ 50,000.00.
160. At this same time, BPIC was being unjustly sued by Cabi-Fab's suppliers who got little from the bankruptcy as they were unsecured. **(Violation of NAFTA Chapter 11, articles 1102, 1103, 1104, 1105)**

161. Adessky again was the attorney, and won one of the suits but lost the other.
162. The Shiells insisted he appeal the lost case as Cabi-Fab, Inc. and BPIC were two completely different corporations, but he stalled them to set them up for the bankruptcy.
163. Adessky instead strongly recommended in November 2002 that the Shiells file for bankruptcy protection for BPIC.
164. Adessky convinced the Shiells that they were protected by the securities he said he had filed and that they would have control of BPIC as the only secured creditors. **(Violation of NAFTA Chapter 11, articles 1102, 1103, 1104, 1105)**
165. The Shiells reminded Adessky of the huge lawsuit against Crotone by BPIC, and insisted they did not want to file as he recommended.
166. Adessky insisted they were protected and finally convinced them to file an "intent" to make a proposal to the creditors.
167. Important: The only sizable creditors, other than the Shiells' U.S. companies and the Shiells themselves, were actually litigious creditors, like the Bank of Montreal and Dearborn, LLC, who should not have been allowed to vote in the bankruptcy, and one sub-agent that worked with BPIUS and BPIC, George Hunter, also an American.
168. Mr. Hunter had advised the Shiells he would support BPIC in the bankruptcy hearing.
169. The court gave BPIC six (6) months to make a proposal to its creditors during which time it was protected from any seizures or suits.
170. **During this period the Bank of Montreal tried to sue BPIC regarding the settlement but this attempt was too late as the notice of intent had already been filed ! One payment of \$ 1,000.00 had been made on the Bank of Montreal settlement before the protection period started in December 2002. The court would not hear this suit because of the filing in the bankruptcy court.**
171. At this same time, Cerrelli of Crotone was stalling continuing his discovery in Canada or turning over sales records per the terms of the U.S. contract.
172. In late December 2002, Legare finally obtained a court order for the Crotone sales records.
173. **While he was in court, an attorney for the Bank of Montreal showed up and asked for a copy of the file. That attorney commented about what a strong case it appeared to be, and later apparently used the strength of the case as the basis for the deal that would falsely force BPIC into bankruptcy in June 2003. (Violations of NAFTA Chapter 11, articles 1102, 1103, 1104, 1105, 1109, 1110)**
174. Crotone continuously stalled until May 2003 to produce the sales records BPIC and BPIUS needed



to prove their court cases in the U.S. and Canada. Simultaneously, the BPIUS lawsuit was proceeding in U.S. District court in New Orleans.

175. After months of written discovery and motions that cost the Shiells many, many thousand of more wasted dollars, Crotone's attorney suddenly claimed "forum non conveniens" and jurisdictional issues in the U.S. District Court case in Louisiana.
176. BPIUS argued that Crotone had already been involved in a lawsuit with one of the Shiells' companies, Fleur de Lys Trading, and Crotone had lost by default in 2001. It also argued that it could not possibly get all of its U.S. witnesses (over 100), if any, to go to Canada for a trial as it could not force U.S. citizens and companies with a Canadian subpoena, and that Crotone on the other hand only had its employees, all of whom it could control.
177. **Continual perjury occurred when Cerrelli of Crotone filed false affidavits in the Louisiana courts again claiming that his suits preceded BPIUS' suit. Most importantly, now Cerrelli claimed all these suits in the U.S. and Canada were THE SAME, not different, as he had previously attested to in an affidavit filed with the Canadian court in order to keep the Crotone BPIUS suit alive in Canada. Cerrelli lied again and swore that the case in Canada was well developed, although he was, at the same time, refusing to continue his discovery. Then he lied again and said he and Crotone were fully amenable to continuing the case in Canada, when he actually had no intention of allowing BPIUS to continue its case in Canada. (See # 184)**
178. Judge Lemmon of the U.S. District Court in Louisiana, unbelievably and against all reason, bought these lies lock, stock and barrel, despite the fact that it was repeatedly pointed out that none of this was true and that we could prove it, she dismissed the BPIUS on forum non conveniens.
179. BPIUS tried to appeal but this failed as well in U.S. Appeals Court which was apparently not the slightest bit interested in protecting U.S. citizens whatsoever!.
180. **BPIUS now had no choice but to actually now amend the case in Canada to include BPIUS.' damages and losses never originally part of the BPIUS Canadian cross-claim filed in response to Crotone's suit against BPIUS, which suit was an "on account" suit only for a few invoices. Now this cross claim had to include all the claims and damages of the unfair trade practices and damage suit that had been included only in the U.S. Louisiana suit previously.**
181. While Cerrelli was stalling returning to discovery in Canada in early 2003, his attorneys had time to meet with the bankruptcy syndic, Gerald Litwin and offer him money to force the bankruptcy. **(Violation of NAFTA Chapter 11, 1102, 1103, 1104, 1105, 1109, 1110)**
182. Prior to their settlement offer to Litwin, Crotone had offered BPIC one hundred and fifty thousand dollars (\$150,000.00) to settle the BPIC law suit that was about to be amended to ten million dollars (\$10,000,000.00), given the records produced by court order proving all the deliberately hidden U.S. sales. These sales amounted to more than thirty million dollars (\$30,000,000.00) U.S. even though sales had only been reported until September of 2002. These records fell short of the court order requiring all sales be produced through December 2002.

183. BPIC and the Shiells naturally refused this settlement offer as totally inadequate.
184. **Crotone's attorneys then wrote a letter to Litwin asking him to force BPIC into bankruptcy. It was essential that Crotone force BPIC into bankruptcy in order to bring an end to the exclusive contract that could force Crotone to stop selling to all the U.S. customers it had sold to since the signing of that contract in 1996. (Violation of NAFTA Chapter 11, articles 1102, 1103, 1104, 1105, 1109, 1110)**
185. Crotone was unwilling to pay the commissions and overages as agreed in the contract, but wanted to "steal" all the U.S. customers and sub-agents and sell direct to defraud BPIC and its U.S. investors, the Shiells and BPIUS, Kitchens International, Inc., Fleur de Lys Fine Cabinetry, Inc., Fleur de Lys Trading Co., Inc., and George Hunter. **(Violation of NAFTA Chapter 11, articles 1102, 1103, 1104, 1105, 1109, 1110)**
186. When BPIC refused to sign a new contract with Crotone in 2001, which would have allowed Crotone to sell openly in the U.S. without paying commissions to BPIC, the only way Crotone could end the still valid original agency contract was to put an end to BPIC through a bankruptcy forced by a false claim by the Bank of Montreal. **(Violation of NAFTA Chapter 11, articles 1102, 1103, 1104, 1105, 1109, 1110)**
187. The sole purpose of this forced bankruptcy was to defraud BPIC and its U.S. investors and agents of the commissions and overages they had earned, and would earn in the future per the contract.
188. In June, BPIC's six months grace period to hold a meeting of its creditors and make a proposal was expiring, but Crotone had still refused to return to discovery in Canada.
189. BPIC could not yet demand a summary judgement as they had to amend the lawsuit to ten million dollars (\$ 10,000,000.00) and complete discovery.
190. BPIC had no choice but to schedule the creditors' meeting with the syndic in June 2003.
191. To the Shiells' surprise their attorney Adessky, whose brainchild this bankruptcy protection was, did not even show up for the meeting.
192. While waiting for the meeting to begin, Janet Shiell and her son witnessed the Bank of Montreal's attorneys and Crotone's attorneys entering a side room for a private meeting.
193. Once the creditors' meeting was called, they emerged separately and purposefully sat on opposite sides of the room this meeting was held in.
194. No one else was present save Janet, her son William Shiell V, the syndic and the superintendent of bankruptcy.
195. Janet Shiell had filed millions of dollars in claims for her U.S. companies, as well as for unpaid rents owed to the Shiells (which should have been priority claims), and unpaid salaries for the two years she and her family had worked for BPIC to sell Crotone's products in the U.S.

196. Two of BPIC's attorneys had filed small claims but were not present.
197. The syndic appeared, but it was not the person Janet Shiell had engaged , met with and paid, but his partner whom she did not know.
198. This partner, Noubar Boyadjian, was the same person she had seen at the Midland bankruptcy.
199. Neither this syndic nor the bank had done anything to collect any of the debts or guarantees from Midland in their bankruptcy, but had walked away from the bankruptcy.
- 200. Now, without any explanation of what was happening and without giving the Shiells an opportunity to call their attorney and find out where he was, this syndic quickly called for a vote. Janet Shiell immediately asked to be shown the votes but was not allowed to see them. The Bank's attorney, who had asked to be an inspector, instead took the paperwork and votes from the superintendent, refusing to allow Janet Shiell to see them as he was "checking them". Despite the objections of Janet Shiell, as a representative of the mass of the real creditors, the Bank was allowed to be named an inspector even though the Syndic and the Bankruptcy superintendent knew (and were again informed of at that time), of the litigious and hostile relationship between the Bank of Montreal and the Shiells and their companies.**

**The superintendent then informed Janet Shiell that none of her companies could vote in the bankruptcy because they were "related", and that the Bank of Montreal was forcing BPIC into bankruptcy with a claim of one-hundred eighty-eight thousand dollars (\$ 188,000.00) based on a judgement they said they had been awarded against BPIC**

- 201. Janet Shiell insisted there was no judgement and asked to see the documents of proof. She was told by Superintendent Lavallee that the bank did not have to produce proof of this judgement. She informed the superintendent she had proof of a settlement, which disproved any possible claim of over the balance due per the settlement, twenty-nine thousand dollars (\$ 29,000.00). The superintendent replied she would have to prove there was no judgement, and that if she could do so he would reverse the bankruptcy. (Violation of NAFTA Chapter 11, articles 1102, 1103, 1104, 1105, 1109, 1110)**
202. The meeting was adjourned quickly as the superintendent was said to be in pain from a root canal.
- 203. The syndic, Boyadjian, was addressed by the Bank's attorney as he departed, who smiled and said "you're going to be a rich man now". When Janet Shiell asked what that remark was about, Boyadjian said he had "no idea".**
204. The Shiells now firmly believe it was because the Bank of Montreal and Boyadjian had already made the deal with Crotone for the one-hundred thousand dollar (\$ 100,000.00) settlement, which funds this syndic/ trustee would control.

205. That amount in the Shiells' minds hardly constitutes "richness".
- 206. When Crotone had offered the Shiells \$ 150,000.00, Crotone's lawyer, Greenberg, had suggested a "cash deal" as well.**
207. The Shiells had informed Greenberg that they were not interested in cash as all company funds went through their companies' bank accounts.
208. We believe there is something more to this than a mere one-hundred thousand dollars (\$ 100,000.00) settlement, especially as we ourselves had been offered more than this in cash.
- 209. As to the Bank's claim that they had a judgement, Janet Shiell had Francois Legare check the courts. There was no judgement by the Bank of Montreal against BPIC. Legare gave this information to the Syndic who said it was now too late as the superintendent had accepted the claim of the bank. At the same time, however, he actually reversed the superintendent's acceptance of the Shiell related claims, and now said there was "no proof" of the relationship between the Shiells' U.S. companies and BPIC . (Violation of NAFTA Chapter 11, articles 1102, 1103, 1104, 1105, 1109, 1110)**
- 210. Attached to these claims were checks from the Shiell's U.S. companies that had been deposited into the account of BPIC, proving the investments and loans.**
- 211. The decision that there was no "relationship" was in direct contradiction to the disallowance to vote "as related companies" imposed on the largest creditors in the BPIC bankruptcy, the Shiells' companies who had funded BPIC and their legal battles against Crotone.**
- 212. Litwin also said there was no lease attached to the unpaid rent claim of the Shiells although the lease had been attached.**
- 213. Litwin was rejecting valid documentation on the Shiells personal claims and the claims of their U.S. companies, while allowing the Bank of Montreal's claim to go unquestioned even though NO documentation of any kind was attached to that claim. (Violation of NAFTA Chapter 11, articles 1102, 1103, 1104, 1105, 1109, 1110)**
- 214. Although the Shiells, their companies and BPIC's other U.S. agent, George Hunter's claims made up more than ninety per cent (90%) of the claims filed, Litwin allowed the Bank of Montreal to control this bankruptcy with a false and fraudulent claim, that even at its exaggerated amount, was less than 5% of the total claims in the bankruptcy, and allowed this same party to exclude all the other creditors by turning down their claims without valid cause. (Violation of NAFTA Chapter 11, articles 1102, 1103, 1104, 1105, 1109, 1110)**

- 215. Litwin even claimed that one of the Shiells' lawyers, Francois Legare, who said he had filed a claim and voted ON TIME, had not sent his claim in on time, so Litwin had not counted that claim or "yes" vote.**
- 216. Instead, he allowed a litigious claim, from a customer of BPIC and Cabi-Fab, who was a party to an ongoing Canadian suit with BPIC and actually had failed to pay for over \$ 100,000.00 in cabinets sent to Chicago, to file a claim.**
- 217. The proxy of this litigious creditor had been "procured" from Chicago by the Bank of Montreal in order to bolster enough "money" claims against BPIC. to force the bankruptcy. (Violation of NAFTA Chapter 11, articles 1102, 1103, 1104, 1105, 1109, 1110)**
- 218. The Bank's attorney actually represented Dearborn in the meeting and voted their proxy against BPIC even though Dearborn was at the time of the bankruptcy still in open litigation with BPIC in Canada and was refusing to return to discovery.**
- 219. The inspector, the Bank of Montreal, the syndic and the superintendent were all advised of this by Janet Shiell and agreed not to count this claim at the hearing, but then refused to show Janet Shiell the vote and count. (Violation of NAFTA Chapter 11, articles 1102, 1103, 1104, 1105, 1109, 1110)**
- 220. Why would the Bank of Montreal have sought the proxy for a claim by Dearborn when they knew that Dearborn had been a customer of Cabi-Fab's and had failed to pay for products received and used on their project in Chicago? They had to have an ulterior motive in singling out this debtor of Cabi-Fab, Inc. and BPIC. The chronically delinquent receivable of Dearborn LLC was on every monthly receivable report of Cabi-Fab sent to the Bank of Montreal from 1998 until the bank forced Cabi-Fab into bankruptcy, so the Bank of Montreal can hardly claim they did not know who Dearborn was and that their claim was false.**
- 221. It was only months later that the Shiells' attorney, Francois Legare, was able to get a copy of the vote count. The vote count still showed the litigious and disputed claim of both the Bank of Montreal and Dearborn, but no vote from Legare.**
- 222. The Bank of Montreal could not include Legare's vote or allow any of the Shiells companies to vote in order to give the bank the minimum amount of votes and the dollar amounts it needed to force the bankruptcy.**
- 223. At the same time, the other BPIC U.S. sub-agent's claim (George Hunter) was rejected when the syndic falsely claimed he was related as well. This claim had to be challenged, because even Hunter's original understated claim in the bankruptcy, had it been converted at the right exchange rate, would have outvoted the Bank of Montreal and resulted in an acceptance of the proposal instead of bankruptcy. (Violation of NAFTA Chapter 11, articles 1102, 1103, 1104, 1105, 1109, 1110)**

- 224. The syndic was also advised that because of the late production of documents by Crotone, BPIUS and Hunter had only been able to estimate the commissions owed them in their original bankruptcy claims.**
- 225. They revised these claims in August but the syndic refused to either correct the amount of Mr. Hunter's original claim or accept the amended claims, either of which would have reversed the bankruptcy. (Violation of NAFTA Chapter 11, articles 1102, 1103, 1104, 1105, 1109, 1110)**
- 226. Mr. Hunter is an ex-officer and decorated 83 year-old veteran who lives in Pennsylvania. He previously worked for Tripac, one of the largest U.S. cabinet suppliers for many years, as well as being a school teacher. He has worked under sub-agency contracts with BPIC, BPIUS and Kitchens International, Inc. since 1994, and still works as an agent for one of the Shiells' U.S. companies.**
- 227. Despite proof given of the actual sales via affidavits of the factory (by Cerrelli of Crotone), a copy of Hunter's contract and canceled commission checks from BPIC, as well as BPIC's agreement that Hunter would have been owed these commissions if Crotone had paid, the bank of Montreal, as inspector persisted in ignoring his claim. (Violation of NAFTA Chapter 11, articles 1102, 1103, 1104, 1105, 1109, 1110)**
- 228. Litwin's attorney, Lewis Cytrynbaum, instead deliberately misled the courts to believe Mr. Hunter is nothing but a "friend" of the Shiells whom they control, and that Mr. Hunter was lying about being BPIC's agent when nothing could be further from the truth. He has continually reminded the courts and the judges, time and time again, that the Shiells were "Americans" to damage our cases, as he is aware of the common Canadian view of Americans and their law system as overly litigious. (Violation of NAFTA Chapter 11, articles 1102, 1103, 1104, 1105, 1109, 1110)**
- 229. The Bank of Montreal is openly hostile to the Shiells and their companies and involved in litigation with them, and should never have been allowed to act as an inspector in this bankruptcy much less act as the sole inspector.**
- 230. In that capacity, the bank is continuously and purposely damaging the Shiells and their companies.**
- 231. The Bank of Montreal should never have been able to accept their own false and contested claim to force this bankruptcy without any proof of this claim whatsoever, and against the contestations of the mass of the creditors.**
- 232. The Shiells complained to the syndic and Industry Canada continuously and demanded they review the Bank's false claim, but got no response to this demand. (Violation of NAFTA Chapter 11, articles 1102, 1103, 1104, 1105, 1109, 1110)**

- 233. The Shiells have even filed new revised claims in the bankruptcy in 2007 to include BPIC's credit cards they had to pay off for over nine thousand dollars (\$9,000.00) and a one hundred thousand dollar (\$ 100,000.00) wire transfer from BPIUS to BPIC sent as an initial investment. Although the actual documents proving these transactions were attached, the syndic once again has simply ignored the claims. (Violation of NAFTA Chapter 11, articles 1102, 1103, 1104, 1105, 1109, 1110)**
- 234. The syndic wrote in one of the few responses Janet Shiell ever received to her complaints, in 2003, that it was not he but the Bank of Montreal who had turned down all the claims.**
- 235. He also stated in this letter that because the Bank of Montreal had turned down the other creditors claims, the Bank would have to pay any and all legal costs for the syndic to defend himself.**
- 236. He has since then, contrary to his letter to Janet Shiell, allowed his attorney Cytrynbaum to claim that he is not being paid by the Bank, but by the estate. This is in direct contradiction of the previous letter as well as in opposition to bankruptcy law which states that any creditor who insists another creditors claims be turned down must pay the syndic's legal fees. (Violation of NAFTA Chapter 11, articles 1102, 1103, 1104, 1105, 1109, 1110)**
- 237. Additionally, Mr. Cytrynbaum had caused the Shiells U.S. companies and George Hunter to be forced to deposit funds in the Canadian courts and has since seized or is attempting to seize these funds wrongly. (Violation of NAFTA Chapter 11, articles 1102, 1103, 1104, 1105, 1109, 1110)**
- 238. Janet Shiell wrote to Industry Canada in October 2003, as they are the government watch-dog in bankruptcies.**
- 239. They replied that something certainly looked wrong, and said that the superintendent was sure this was a misunderstanding.**
- 240. The superintendent offered to meet with Janet Shiell and the syndic as soon as Litwin returned from his vacation home in Boca Raton, Florida in January 2004.**
- 241. Instead of meeting with the Shiells, Litwin placed a conference call from his FLORIDA residence in Boca Raton, with his attorney, Lewis Cytrynbaum, in Montreal also on the line.**
- 242. Litwin now said he was not going to meet with the Shiells or the superintendent, but was going to court when he returned to find out what to do with a hostile inspector who would not review the claims.**
- 243. What Litwin actually did instead was to motion the court to allow him to accept a**

**mere one hundred thousand dollars (\$ 100,000.00) from Cuisine Crotone as payment in full to settle the BPIC ten million dollar (\$10,000,000.00) Canadian lawsuit against Crotone. (This is only one per cent (1%) of the total claim in the lawsuit !)**

- 244. The Shiells and Hunter tried to stop the court from allowing the acceptance of this absurd offer but could not, as of all their claims had been turned down wrongly and they were now informed that they had no voice in the bankruptcy.**
- 245. The offer of settlement presented to the court by Crotone's lawyers asked not only for a release on the BPIC \$10 million lawsuit in Canada, but also asked for a cancellation of the exclusive contract, as well as a release in all the other lawsuits and claims the Shiells and their U.S. companies had or could have against Crotone.**
- 246. Judge Gascon, thankfully in one of the few decisions that favored the "Americans" at all, did not allow this blanket release of any and all claims by the Shiells and their U.S. and Canadian companies. He, nonetheless, caused enormous damage to the Shiells and their U.S. companies when he allowed the syndic to accept a settlement for only one hundred thousand dollars (\$100,000.00), which settlement Litwin had falsely claimed this was for the benefit of the "mass" of the creditors. There was no mass of creditors as the bank had now turned down all the claims except their own.**
- 247. The syndic has even refused to account for the one hundred thousand dollars (\$ 100,000.00), and is assisting the bank in thwarting the Shiells and George Hunter's attempts to have a judge review their claims. (Violation of NAFTA Chapter 11, articles 1102, 1103, 1104, 1105, 1109, 1110)**
248. The Shiells, their companies and George Hunter went to court again in 2005 with a new attorney (Robins) to have their claims reviewed by the court.
- 249. They were again discriminated against as Americans and required to deposit eleven thousand dollars (\$ 11,000.00) just to get into court to have their U.S. companies' and agent's claims reviewed BECAUSE THEY WERE U.S. CORPORATIONS. As U.S. investors of BPIUS Canada, the Shiells' U.S. companies should not have been forced to put up any funds, as the Canadian company owned by the Shiells, Broussard Shiell Holdings, was not required to do so when they filed a claim. (Violation of NAFTA Chapter 11, articles 1102, 1103, 1104, 1105, 1109, 1110)**
- 250. This is more proof that American investors are being openly discriminated against, and this is hardly equal treatment as agreed by the Canadian Government under NAFTA.**
251. Additional U.S. funds had to be invested to pay Robins' firm, Kounadis, Perrault, before they would accept the Shiells' case.
252. This firm kept the \$ 20,000.00 the Shiells had been forced to pay to the firm "in trust".



253. Robins then went into court, and reduced the Shiells' claims by millions of dollars without their permission, and then claimed the Shiells had agreed to this even though all the letters of direction, documentation and instructions to Robins submitted to the court completely proved otherwise.
254. Unbelievably, he reduced the Shiell's claims by actually allowing opposing counsel who represented Litwin (the syndic), Lewis Cytrynbaum, to dictate reductions **in French**, from the opposite side of the judge's chambers from where Janet Shiell and her attorney were seated.. **(Violation of NAFTA Chapter 11, articles 1102, 1103, 1104, 1105, 1109, 1110)**
255. Somehow, Robins and Cytrynbaum also managed to reduce Hunter's claim when he wasn't even present in court because his wife was dying.
256. In desperation, the Shiells contacted the bar for attorney referrals, but none of them would take a case against another lawyer. Finally, they were referred by one of the lawyers they met with to another attorney to take over the file, Jean Lozeau, and had to spend and invest many thousands of dollars more, he advised them that BPIUS had no choice but to file a disavowal against Robins.
257. The Shiells also informed Lozeau that they wanted to sue Ken Adessky for failing to file needed securities and the Bank of Montreal for unfair trade practices and damages, in relation to the entire conspiracy against them and their American companies by the Bank, Syndic, Crotone and the attorneys representing them.
258. Although Lozeau's firm charged the Shiells and their U.S. companies tens of thousands of dollars, they failed to file suit against the bank or charge the bank with fraud as the Shiells had requested.
259. Although Lozeau filed the disavowal against Robins, he purposely and against all reason never questioned Robins, either through a discovery or in court, as to why he had reduced the claims when there was neither a benefit to reducing the claims or a reason to reduce them given the affidavit which proved the claims were valid in full.
260. Robins had even purposely withheld this affidavit of Crotone sales as well as the Crotone/ BPIC and BPIUS sales agency contracts as evidence at the pre-trial hearing, although this would have been all the evidence the Shiells should have needed.
261. Robins' rationale for this action was that he agreed with the syndic's and bank's lawyers that BPIUS would have to bring every U.S. customer into the bankruptcy court to prove commissions owed to BPIUS, even though this was an impossibility as they could not force U.S. companies to come to Canada to testify on their behalf. Further, this was totally unnecessary given Crotone had admitted the sales in an affidavit ,and there was a contract still in force covering these exact sales.
262. Of course this is not what Robins told the Shiells when he accepted the case before the pre-trial conference, but what he actually did in the pre-trial conference.
263. This firm had now joined the conspirators in purposely damaging the Shiells by destroying their claims and keeping them out of court so they could not reverse the bankruptcy.
264. When Lozeau failed to ask Robins any pertinent questions about the reduction of the claims, Judge

Gascon questioned him himself, asking if Robins was sure Janet Shiell understood he was reducing the claims. Robins hesitated and the judge then explained this had to be a yes or no answer. Robins finally boldfaced lied to the judge and said yes.

265. Despite all the evidence to the opposite presented in documents at the trial by Janet Shiell, the judge incredulously said he believed Robins when he finally answered that Janet Shiell had agreed to reduce the claims, even though there was absolutely no possible benefit or reason for such a reduction, and no proof that Janet Shiell had ever agreed to the reductions.
266. Incredulously, Judge Gascon ruled, in the true spirit of Canadian anti-Americanism, that he was sure Janet Shiell understood everything at the pre-trial conference (when four lawyers were speaking in French). He made this judgement in spite of the fact he knows Janet Shiell is actually an American Anglophone even though she has an Acadian French maiden name.
267. He actually said he believed Janet Shiell understood the reduction of the claims even though he knew, because he had asked this question when Lozeau failed to, that it was the syndic's attorney, not Robins, who had dictated, in French legal terms, a reduction of the Shiells' companies claims.
268. He amazingly came to this decision even though he had been finally presented with the evidence of the sales contracts and sales affidavit, when Janet Shiell insisted Lozeau present these documents deliberately not produced by Robins. These documents proved there would have been neither a reason nor a benefit to reducing the claim, as the affidavit actually proved the claims' original full values were accurate.
269. Janet Shiell had no possible reason to scrutinize what another party's attorney was dictating to the court clerk in French. The pre-trial conference was held in a judge's chambers, complete with a table twelve feet wide and twenty feet long surrounded by dozens of chairs. Four lawyers were scattered all about this table. It would have been impossible for Janet Shiell to know what everyone was doing in this environment even had they all been speaking English.
270. She had asked her attorney, Jean Lozeau, to ask the court to allow all the attorneys and court personnel to visit that room which was only a few doors down on the same floor to prove her point.
271. Lozeau purposely refused to even bring this request to the judge's attention.
272. Janet Shiell speaks and understands French at only the most rudimentary level. (The little French she speaks or understands was learned at an American high school and WAS NOT Canadian French.) The whole premise, that she understood everything these lawyers were doing in LEGAL French terms, in is preposterous and absurd, as well as a violation of her rights in that she was not allowed to disprove this ridiculous basis for a judgement against her.
273. She can prove she was terminated from the only job she ever had in Canada where she was required to work in French because her understanding and command of the French language is extremely poor. There are witnesses available to prove this as well as employment records.
274. The statements by Judge Gascon are deliberate unbounded discrimination against Janet Shiell as an American. It should also be treated as a deliberate violation of her human rights for the judge to

declare she speaks and understands French when she does not. **(Violation of NAFTA Chapter 11, articles 1102, 1103, 1104, 1105, 1109, 1110)**

275. It is only too apparent that the courts and attorneys in Canada do not welcome Americans and their cases against Canadian nationals in their courts, and will not hesitate to openly discriminate against them to get them out of their courts.
276. Lozeau never used any of the information given him in the appeal, nor did he ever bring up the fact that Janet Shiell does not speak French, and never signed any agreement or agreed to reduce any of the Shiells or their companies' claims.
277. Janet Shiell had again asked Lozeau to explain this to the court before the original trial ended, and take them to the Judge's chambers next door to see why the testimony of the attorneys could not be true, but he purposely failed to do so.
278. Not only did the Shiells' U.S. companies lose the case, we lost the appeal when Lozeau failed to use any of this evidence to prove the judge's errors. **(Violation of NAFTA Chapter 11, articles 1102, 1103, 1104, 1105, 1109, 1110)**
279. The Adessky suit was filed by Lozeau's firm , Lozeau L'Africain, as well, but an associate of Lozeau, Isabelle Dionne, handled this file instead.
- 280. It was only after the suit was filed, and we had spent considerable funds for her work in the file to proceed, that she informed us we would now have to deposit (twenty-five thousand dollars (\$ 25,000.00) with the court just in order to keep our case from being thrown out of the Canadian courts. (Violation of NAFTA Chapter 11, articles 1102, 1103, 1104, 1105, 1109, 1110)**
- 281. She explained this was necessary because the biggest claim was by BPIUS and this was a U.S. corporation.**
- 282. This is yet another violation of the fair and equal treatment that is to be accorded to U.S. investors under NAFTA, as no deposits were necessary for the claims of the Shiell's Canadian companies against Mr. Adessky.**
- 283. Adessky was aware that BPIUS was an investor of BPIC and worked in Canada under NAFTA. Lozeau was aware of this as well and should have contested this deposit when the Shiells demanded he do so . (Violation of NAFTA Chapter 11, articles 1102, 1103, 1104, 1105, 1109, 1110)**
284. After this suit was filed and Adessky's attorneys, Heenan Blakie, had proceeded with the discovery of Janet Shiell, Lozeau's firm merged with another Canadian law firm, and Isabelle Dion resigned and took a position with a Canadian bank.
285. Lozeau refused to refund any of the fees paid, and wanted to charge the Shiells to start the case over with the new firm. This would have been too costly as boxes and boxes of evidence had been reviewed with Ms. Dion and she had attended the discovery. Another lawyer would take weeks to

get to the level she was at in this file when she left.

286. Before she left the firm, Ms. Dion had warned the Shiells that Lozeau was going to try to talk her into settling with the bank for almost nothing, and advised her that she would not do so if it were her decision. Lozeau's bankruptcy specialist, Jean Lauzon, also seemed to be directing them to leave the firm for their own welfare as their fees were too costly. This seemed sound advice as there had been two senior lawyers on the BPIC bankruptcy file for years now, yet almost nothing had happened except for tens of thousands of dollars of invoicing being sent to the Shiells and their firms. The Shiells still did not even have a court date for the pitiful remnants of their butchered claims to be reviewed by the courts.
287. The Shiells therefore refused to continue the case with Lozeau's new firm, and turned the case over to a human rights attorney in Montreal named Julius Grey, who charged the Shiells another five thousand dollars (\$ 5,000.00) just to review the case.
288. Now Mr. Grey is requesting another fifteen thousand dollars, (\$ 15,000.00) advance to continue, but warns the Shiells they will very probably lose because the Canadian courts are never going to believe the Shiells against a Canadian attorney. This seems inherent in the Canadian courts because of the way the Canadian system works against individuals and in favor of the big banks and businesses.
289. Mr. Grey is also requiring that the Shiells sign a document admitting their case is "weak" and they expect to lose.
290. The Shiells had a young attorney, Tom Markakis, take over the bankruptcy file from Lozeau, but still do not have a date for the claims of our American companies to be heard, and no one seems to be able to explain why. This same attorney previously took over the amendment of the Crotone file when we were forced to add the Louisiana lawsuit claims to it. **(Violation of NAFTA Chapter 11, articles 1102, 1103, 1104, 1105, 1109, 1110)**
291. **When we amended the cross claim we had made against Crotone in Canada, in answer to their forty thousand dollar (\$ 40,000.00) suit (which was the only suit Crotone had even filed against either BPIC or BPIUS) to over ten million dollars, Crotone's lawyers suddenly recanted what Cerrelli had said in his original affidavit in Canada (see # 148) to keep BPIUS in court in Canada.**
292. **Cerrelli now said that BPIUS and BPIC were NOT the same, that BPIUS was a foreign corporation, and that BPIUS would have to deposit a minimum of \$ 78,000.00 in court for "possible" costs just to have their day in court.**
293. This is yet another NAFTA violation against the treatment of a U.S. investor in Canada who is supposed to receive the same treatment as a Canadian national or enterprise who would not have to make such deposits in court. **(Violation of NAFTA Chapter 11, articles 1102, 1103, 1104, 1105, 1109, 1110)**
294. BPIUS does not now have the funds or the desire to make this deposit. BPIUS does not have the money because of the stolen investments and unpaid commissions in Canada, as well as the massive legal expenses it had funded trying to protect their loans and investments. Even if BPIUS

had the money to deposit, the syndic's lawyer, Cytrynbaum, intends to seize it for more costs he is claiming in the bankruptcy file. These costs should have been paid to him by the Bank of Montreal per bankruptcy law.

295. BPIUS now has no forum and no means to have their claims heard in Canada. BPIUS would probably never be able to recover anything from Croton in Canada anyway, as all the Canadian assets, including U.S. receivables (against the terms of the BPIC Croton contract) have been assigned to Canadian banks.
296. BPIUS could recover funds due them in the U.S. as Croton is still selling to our customers including the New York City and Philadelphia Housing Authority contracts. With a U.S. judgement, we could begin other litigation to seize these receivables.
297. BPIUS has recently filed a new suit in Louisiana and included all the new events from 2003 to date, but Croton's attorneys are claiming "lis pendans" and "forum non conveniens" once again.
298. BPIUS should have been treated equally to Croton in the court in Canada under NAFTA but has been deliberately, willfully, purposely and maliciously discriminated against, and has been repeatedly denied due process of law. **(Violation of NAFTA Chapter 11, articles 1102, 1103, 1104, 1105, 1109, 1110)**
299. Several of our attorneys have told us, in confidence, that the Canadian judges are rejecting our claims because they do not want "Americans" in their courts, and that we will never be treated fairly in Canada. The Shiells' and their companies' previous Canadian court cases are proof of this, as are all the "costs" our U.S. companies are being charged with in the cases after they were discriminated against by the courts, the lawyers and even the government of Canada.
300. Attorney Lewis Cytrynbaum is claiming over one hundred thousand (\$100,000.00) in legal fees he claims are due him for his work in preventing the Shiells' U.S. companies from having their claims heard or reversing the bankruptcy. **(Violation of NAFTA Chapter 11, articles 1102, 1103, 1104, 1105, 1109, 1110)**
301. Canadian Bankruptcy laws clearly decree he must be paid by the Bank of Montreal because they, as a creditor, insisted all the other creditors claims be rejected and, as such, are responsible for ALL costs for the syndic's defense on the rejection of these claims.
302. The Shiells had mentioned the NAFTA treaty repeatedly to each and every one of our attorneys, but none of them seem to have had the interest or compunction to look into Canada's responsibilities under this treaty to protect U.S. investors in Canada.
303. We have heard nothing further of a complaint we filed with the RCMP in 2007 (Inspector Caron). Inspector Caron informed the Shiells that he forwarded this complaint to Industry Canada, who is supposedly the government watch-dog to assure bankruptcies are handled fairly. Industry Canada has to date failed to respond. **(Violation of NAFTA Chapter 11, articles 1102, 1103, 1104, 1105, 1109, 1110)**
304. It is obvious beyond reasonable doubt that the Shiells and their U.S. companies will get no justice in Canada. The U.S. District Court has also refused to hear the case on the basis of forum proved

with perjured affidavits. To date, the Shiells have NO FORUM OR COURT in either Canada or the U.S. willing that is willing to hear their case.

305. The Shiells' attorneys in Canada have consistently, purposely, and willfully failed to copy them on all pertinent documents regarding their cases, but have instead kept them totally in the dark continuously.
306. The Shiells have lost millions of dollars in loss of revenue, their life savings, the equity in their U.S. businesses that took them over 20 years to build and even their health as a result of this conspiracy. **(Violation of NAFTA Chapter 11, articles 1102, 1103, 1104, 1105, 1109, 1110)**
307. They have further personally been required to labor for years, without pay, as well as to fund subcontractors in the U.S., to design, modify, value-engineer, field measure, install, rebuild and correct mis-manufactured cabinetry (as required by warranty but not performed by the Canadian factories in breach of contracts) and provide project management to their customers, because of the fraud perpetrated against them and their U.S. and Canadian companies in Canada. **(Violation of NAFTA Chapter 11, articles 1102, 1103, 1104, 1105, 1109, 1110)**
308. This expense, as well as the fact that they have not been reimbursed for business expenses related to this work, or for the excessive legal costs in Canada and the U.S. related to these cases, has been a heavy burden for the Shiells and their companies.
309. The Shiells and their U.S. companies are now in debt, all because they were foolish enough to "Invest in Canada" and believe such investments would be protected by the Canadian courts as they should have been under NAFTA. Canada obviously does not play by the rules when it comes to Americans or NAFTA. **(Violation of NAFTA Chapter 11, articles 1102, 1103, 1104, 1105, 1109, 1110)**
310. The Shiells, who are now elderly, have not only lost nine years of their lives and income that would have been earned by their companies during this period, but have also suffered from the physical attacks on them in Canada, as well as failing health because of the stress associated with all of these events. This suffering is all a result of the fraud and discrimination purposefully perpetrated against the Shiells and their companies by the Bank of Montreal and their co-conspirators.
311. It is the Shiells' position that this conspiracy was successful only because it was engineered through fraud and perjury. The Shiells and their companies were defrauded and are continuing to be defrauded. We are desperately seeking a forum of International Justice to expeditiously rectify all the injustice we have suffered.
312. We respectfully request that each and every court document in the U.S. District Court, U.S. Court of Appeals, Quebec Superior Court and Quebec Bankruptcy Court, including all exhibits, transcripts, recordings and all other records, as well as all pertinent Bank of Montreal records and documents, the Syndic Litwin, Boyadjian's records and documents, Cuisine Crotone's records and documents, and any other related documents in the possession of agencies of the Canadian government be **obtained, without further delay, by subpoena** and reviewed as proof of the claims by the Shiells and their companies for their impending NAFTA complaint.