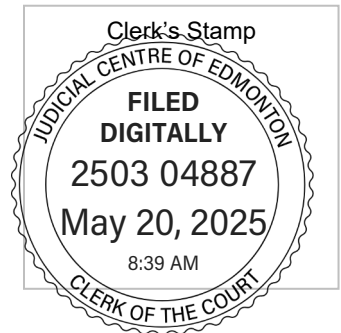


COURT FILE NUMBER	2503 04887
COURT	COURT OF KING'S BENCH OF ALBERTA
JUDICIAL CENTRE	EDMONTON
PLAINTIFF	EA STUDIOS (JASPER) LTD.
DEFENDANTS	CORY DINGLE and NORVAL MORRISSEAU ESTATE LTD.
DOCUMENT	STATEMENT OF DEFENCE
PARTY FILING THIS DOCUMENT	THE DEFENDANTS, CORY DINGLE and NORVAL MORRISSEAU ESTATE LTD.



ADDRESS FOR SERVICE AND CONTACT INFORMATION OF PARTY FILING THIS DOCUMENT	DENTONS CANADA LLP Attention: Sara E. Hart, K.C. 2500 Stantec Tower 10220 – 103 Avenue Edmonton, Alberta T5J 0K4 Phone: 780-423-7376 Fax: 780-423-7276 File No.: 617439-1
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Note: State below only facts and not evidence (Rule 13.6)

Statement of facts relied on:

1. The Defendants, Cory Dingle and Norval Morrisseau Estate Ltd. (the "Defendants") deny each and every allegation set out in the Statement of Claim (the "Claim"), except as admitted herein.
2. Norval Morrisseau ("Morrisseau"), who is deceased, is one of Canada's great Indigenous artists, and the founder of the Woodland style of painting.
3. The Defendant, Norval Morrisseau Estate Ltd. ("N.M. Estate Ltd."), is a corporation incorporated under the laws of British Columbia in order to to more efficiently manage transactions on behalf of Morrisseau's Estate (the "Estate").
4. The Defendant, Cory Dingle ("Dingle"), is an individual who was appointed by the directors of N.M. Estate Ltd. as the Chief Executive Officer and Executive Director of the company. Dingle is also authorized to act on behalf of the Estate in relation to certain business and operational matters.

5. At the time of his death, Morrisseau's Will left his entire Estate to his spiritual son, Gabor Vadas ("Vadas"). Subsequent to his death, Morrisseau's biological children (the "Morrisseau Children") brought an action to vary the terms of the Will. The action was settled and a court order confirmed Vadas as the Executor of the Estate and varied the distribution of the Estate assets such that Vadas received 50% of the assets and the Morrisseau Children received 50% of the assets.
6. The shareholders of N.M. Estate Ltd., are comprised of Vadas, four Morrisseau Children, and three estates of now deceased Morrisseau Children.
7. Contrary to the allegation in paragraph 10 of the Claim, Vadas specifically denies that he did nothing effective to stop the production and circulation of the fraudulent works and put the Plaintiff to the strict proof thereof.
8. The Estate is the owner of all of Morrisseau's artwork owned by him at the time of his death. The Estate also holds the right of reproduction over all of Morrisseau's artwork, apart from any rights of reproduction which it has granted to others or rights granted in writing by Morrisseau before his death.
9. Contrary to the Plaintiff's allegations in its Claim contained in paragraphs 13-22, that it entered into an agreement with the Defendants in the summer of 2023 (the "Agreement"), or any Agreement whatsoever between the Plaintiff and either of the Defendants. As there was no Agreement between Plaintiff and the Defendants, no breach of any contract or Agreement as alleged can or did occur.
10. The Plaintiff alleges in paragraph 23 of its Claim, that Dingle provided defamatory statements to two private investigators hired by the Plaintiff who spoke with Dingle on October 22 and 28, 2024, respectively. Dingle denies that he spoke with anyone about the Plaintiff much if at all on either October 22 or 28, 2024, and puts the Plaintiff to the strict proof thereof.
11. In the event that Dingle spoke with private investigators as alleged, the Defendants state that no defamatory statements were provided to the private investigators. The Defendants put the Plaintiff to the strict proof thereof.
12. In the event that Dingle provided defamatory statements to the private investigators, which is not admitted but specifically denied, the Defendants state that there were no damages (economic or reputational) suffered by the Plaintiff, as any such private investigators were not in the market to purchase a Morrisseau painting from the Plaintiff. The Defendants put the Plaintiff to the strict proof thereof.

13. The Plaintiff also alleges in paragraph 24 of its Claim, that the Defendants defamed the Plaintiff in an Instagram post dated May 31, 2024.
14. The social media post does not identify the Plaintiff directly or indirectly. The social media post does not imply or in any way state that Morrisseau reproductions sold by the Plaintiff are fraudulent. The Defendants put the Plaintiff to the strict proof thereof. The Estate was only referring in the Instagram post to authorized prints made by the Estate or to previous prints made under proper contractual arrangements. The Plaintiff does not have any reproduction or any other rights or Agreement in relation to Morrisseau's artwork and the Defendants put the Plaintiff to the strict proof thereof.
15. As the Estate holds the right of reproduction over all of Morrisseau's artwork, there can be nothing in the social media post which is even implicitly defamatory.

Any matters that defeat the claim of the Plaintiff:

16. As no Agreement was entered into between the Plaintiff and either or both of the Defendants, there can be no viable claim for breach of contract.
17. In the alternative, if there was an Agreement between the Plaintiff and the Defendants, which is not admitted but specifically denied, with reference to paragraph 16 of the Claim, the Plaintiff failed to perform any of its obligations under the alleged contract between the summer of 2023 and October 2024, including but not limited to the failure to pay referral fees to Dingle.
18. Contrary to paragraph 11 of the Claim, the Estate assets have not been fully distributed. The Estate has been ongoing since Morrisseau's death, administered by Vadas in his capacity as Executor and subsequent to the settlement of the court action involving the Morrisseau Children. Dingle does not have any control, nor is he a shareholder or director of N.M. Estate Ltd. Dingle was appointed by the Estate (by Vadas and the Morrisseau Children) as agent to represent the Estate with respect to various matters.
19. Contrary to paragraph 15 of the Claim, the Defendants specifically deny that Dingle had knowledge of any of the Morrisseau works in the possession of the Plaintiff being authentic, being received directly from Morrisseau, or being received for good and proper consideration and put the Plaintiff to the strict proof thereof. In addition, Dingle had no knowledge of a positive relationship between Morrisseau and the Plaintiff and put the Plaintiff to the strict proof thereof.
20. Contrary to paragraph 22 of the Claim, the Defendants specifically deny that Dingle has acted dishonestly or in any way improperly and put the Plaintiff to the strict proof thereof.

21. The allegations made by the Plaintiff disclose no cause of action and the Defendants reserve their right to apply to strike out or to apply for Summary Dismissal of all or parts of the Claim.
22. In the alternative, the words complained of by the Plaintiff were not defamatory in their natural and ordinary meaning, or at least not defamatory of the Plaintiff.
23. To the extent that the words complained of by the Plaintiff in the Claim contain statements of fact, they are true in substance and in fact, and to the extent the words complained of in the Claim contain comment or opinion, they are fair comment made in good faith and without malice on the facts and on a matter of public interest.
24. The Defendants deny causing economic harm to the Plaintiff and deny that the Plaintiff has suffered any economic harm arising from the allegations of defamation set forth in paragraph 23 of the Claim. The Defendants put the Plaintiff to the strict proof of harm to its reputation, given that the allegations set forth in paragraph 23 of the Claim were not even made in a public forum.
25. With respect to the allegations as set forth in paragraphs 23 and 24 of the Claim, the words complained of are primarily statements of opinion, based on facts that are, true or substantially true. To the extent that the statements are defamatory statements of fact, which is denied, then the Defendants plead that such statements are true or substantially true, and plead the defence of justification.
26. With respect to the allegations set out forth in paragraphs 23 and 24 of the Claim:
 - (a) At no time did the Defendants act maliciously. Any criticism advanced, which is denied, was fair and advanced in good faith, in a matter of clear public interest; and
 - (b) More generally, the allegations cited in support of an allegation of malice are factually false or, when true, do not constitute indicia of malice, and when taken together are obviously scandalous, frivolous and vexatious, and obscure the main issues to be determined in the Claim.
27. Further, with respect to paragraphs 23 and 24 of the Claim, the words complained of were opinions expressed that:
 - (a) did not and were not intended to refer to the Plaintiff;
 - (b) do not contain any indicia of malice; and
 - (c) were not defamatory towards the Plaintiff.

28. In further answer to the entirety of the Statement of Claim, the comments made were comments on matters of public interest, namely the protection of the Canadian and global reputation of Morrisseau and his art, and the role of the Estate as the only authorized body to do so. If the Plaintiff was defamed in any way, the words complained of by the Plaintiff were responsible communication on a matter of public interest.
29. The Defendants deny that the Plaintiff has suffered damages or injury as alleged, or at all. The Defendants put the Plaintiff to the strict proof thereof.
30. The Defendants deny that the Plaintiff is entitled to injunctive relief, and put the Plaintiff to the strict proof thereof.
31. In particular, and without limiting the generality of the foregoing, the Defendants state that: (i) the Plaintiff does not have a strong *prima facie* case which will succeed at trial; (ii) the Plaintiff will not suffer irreparable harm if injunctive relief is not granted; and (iii) the balance of convenience does not favour the granting of an injunction.
32. The Defendants deny that the Plaintiff is entitled to aggravated or punitive damages as alleged, or at all. The Defendants put the Plaintiff to the strict proof thereof.
33. The Defendants agree that the trial of this action shall be held at the Law Courts, Edmonton, Alberta and that it will not take more than 25 days to try.
34. The Defendants plead and rely on the provisions of the *Copyright Act*, R.S.C. 1985, c. C-42.

Remedy sought:

35. Dismissal of the action; and
36. Costs on a full indemnity basis or in the alternative, enhanced costs given the allegations of impropriety, dishonesty and breach of duty.