



Form 1 (Rule 3-1 (1))

S1610825
No.
Vancouver Registry

In the Supreme Court of British Columbia

Between:

LESLIE PRICE aka LES PRICE

Plaintiff

And:

MEDINAH MINERALS, INC.

Defendant

NOTICE OF CIVIL CLAIM

[Rule 22-3 of the Supreme Court Civil Rules applies to all forms.]

This action has been started by the plaintiff(s) for the relief set out in Part 2 below.

If you intend to respond to this action, you or your lawyer must

- (a) file a response to civil claim in Form 2 in the above-named registry of this court within the time for response to civil claim described below, and
- (b) serve a copy of the filed response to civil claim on the plaintiff.

If you intend to make a counterclaim, you or your lawyer must

- (a) file a response to civil claim in Form 2 and a counterclaim in Form 3 in the above-named registry of this court within the time for response to civil claim described below, and
- (b) serve a copy of the filed response to civil claim and counterclaim on the plaintiff and on any new parties named in the counterclaim.

JUDGMENT MAY BE PRONOUNCED AGAINST YOU IF YOU FAIL to file the response to civil claim within the time for response to civil claim described below.

Time for response to civil claim

A response to civil claim must be filed and served on the plaintiffs:

- (a) if you were served with the notice of civil claim anywhere in Canada, within 21 days after that service,
- (b) if you were served with the notice of civil claim anywhere in the United States of America, within 35 days after that service,
- (c) if you were served with the notice of civil claim anywhere else, within 49 days after that service, or
- (d) if the time for response to civil claim has been set by order of the court, within that time.

Claim of the Plaintiff

Part 1: STATEMENT OF FACTS

- 1 The Plaintiff LESLIE PRICE aka LES PRICE (the "Plaintiff") is a businessman and managerial consultant with an address for service care of Kowarsky Ritson LLP, Box 12102, Suite 1008 – 808 Nelson Street, Vancouver BC, V6Z 2H2 attention: Ori Kowarsky.
- 2 The Defendant MEDINAH MINERALS, INC. (the "Defendant") is a publically traded company incorporated pursuant to the laws of the State of Nevada in the United States of America with its principal place of business at 8200 Soaring Owl Avenue, Las Vegas, Nevada, USA, 89129 and its registered offices at the Nevada Agency and Transfer Company (NATCO) at 50 West Liberty Street, Suite 880, Reno, Nevada, USA 89501.
- 3 On or about February 12, 2012 the Plaintiff and the Defendant entered into an oral agreement pursuant to which he would act as the Trustee on behalf of the Defendant of its Chilean mining operation in general and of its 50% stake in Medinah Minerals (Chile) S.A. in particular, for the sum of Five Thousand (\$5000.00 USD) United States Dollars per month, plus expenses.

- 4 On or about March 26, 2012, the Plaintiff and the Defendant entered into a written Agreement confirming their oral agreement wherein the Plaintiff would act as the Trustee on behalf of the Defendant of its Chilean mining operation in general and of its 50% stake in Medinah Minerals (Chile) S.A. in particular, for the sum of Five Thousand (\$5000.00 USD) United States Dollars per month, plus expenses.
- 5 On or about July 1, 2012, the Plaintiff entered into a written Consultant Agreement with the Defendant clarifying and expanding upon the terms of the above Agreement, in which the Plaintiff would provide to the Defendant, the following (non-exhaustive) services:
- a. To act as the Mining Trustee for all of the Defendant's operations in the Republic of Chile; and
 - b. To provide business consulting services and advice from time to time as the Defendant may require in the manner of an independent contractor; and
- 6 The Consultant Agreement contracted the Defendant to pay to the Plaintiff for such services the sum of Sixty Thousand (\$60,000.00 USD) United States Dollars per annum to be paid on a monthly basis, plus expenses, plus performance-based incentives (ie. Bonuses), plus participation in any and all of the Defendant's employee benefit plans.
- 7 Given the nature of the mining industry the Defendant was unable to pay to the Plaintiff any of the amounts owing on a timely basis and so the Plaintiff agreed for payment to be deferred at an ongoing interest rate of Ten (10%) Percent per annum compounded annually. To date the Plaintiff has received only Five Thousand (\$5000.00 USD) United States Dollars for his services.
- 8 On September 19, 2016 the Plaintiff was informed by the Defendant that the Agreement and Consultant Agreement had been both terminated and repudiated.

- 9 On October 17, 2016, the Plaintiff made demand on the Defendant for the amounts owing to him, being Twenty Five Thousand (\$25,000.00 USD) United States Dollars for the pay period between February 12, 2012 and June 30, 2012; Two Hundred Forty Thousand (\$240,000.00 USD) United States Dollars for the pay period from July 1, 2012 to June 30, 2016; and Two Thousand Seven Hundred and Eight (2\$,708.86) United States Dollars and Eighty Six Cents in travel expenses; for a total of Two Hundred Sixty Two Thousand Seven Hundred and Eight (\$262,708.86 USD) United States Dollars and Eighty Six Cents.
- 10 On or about October 3, 2016 the Defendant issued a press release (the “October 3 Press Release”) wherein it knowingly and falsely claimed that the Plaintiff had cancelled all debts owed to him by the Defendant. This press release was:
- a. Untrue;
 - b. Defamatory;
 - c. Disseminated to the Plaintiff’s clients, colleagues, friends and family, as well as to the public at large, and thereby caused severe damage to the Plaintiff’s professional and personal reputation.
- 11 The Plaintiff demanded on October 5, 2016 and again on October 16, 2016 that the Defendant retract the October 3 Press Release but to date the Defendant has refused or neglected to do so.
- 12 The Plaintiff claims the contractual amount due and owing to him, being sum of Two Hundred Sixty Two Thousand Seven Hundred and Eight (\$262,708.86 USD) United States Dollars and Eighty Six Cents, plus interest, to the date of Judgement and post-judgment interest thereafter;

- 13 In addition or in the alternative, the Plaintiff claims the Defendant is in breach of contract, and that as a result of the Defendant's breach of contract, the Plaintiff has suffered, and continues to suffer, loss and damage.
- 14 In the further alternative, the Plaintiff says that the Defendant has been unjustly enriched at the Plaintiff's expense.
- 15 The Plaintiff makes a claim in defamation against the Defendant and seeks injunctive relief, as well as general and special damages therefrom.

Part 2: RELIEF SOUGHT

1. The Plaintiff claims the sum of Two Hundred Sixty Two Thousand Seven Hundred and Eight (\$262,708.86 USD) United States Dollars and Eighty Six Cents for breach of contract;
2. In the alternative the Plaintiff Two Hundred Sixty Two Thousand Seven Hundred and Eight (\$262,708.86 USD) United States Dollars and Eighty Six Cents for unjust enrichment;
3. The Plaintiff claims contractual judgment of ten percent (10%) per annum on all amounts outstanding until payment or judgment.
4. The Plaintiff seeks injunctive relief for defamation in the form of a public retraction of the October 3 Press Release and a public acknowledgement of wrongdoing by the Defendant;
5. General damages for breach of contract and defamation;

6. Special damages for breach of contract and defamation;
7. Interest in accordance with the *Court Order Interest Act*;
8. Costs; and
9. Such further relief as this Honourable Court deems meet.

Part 3: LEGAL BASIS

1. The Defendant breached a contract with the Plaintiff and the Plaintiff has suffered loss and damage thereby.
2. In the alternative the Defendant has been unjustly enriched and the Plaintiff has suffered a corresponding loss thereby, and there is no juristic reason for the enrichment.
3. The Defendant has defamed the Plaintiff and the Plaintiff seeks injunctive relief and damages.

Plaintiff's address for service:

Kowarsky Ritson LLP

Box 12102

1008 – 808 Nelson St

Vancouver, B.C. V6Z 2H2

Fax number address for service (if any): 604 683 2737

E-mail address for service (if any):

Place of trial: Vancouver, B.C.

The address of the registry is: 800 Smithe St., Vancouver, B.C.

Dated: November 21, 2016



Ori Kowarsky,
Solicitor for the Plaintiff

Rule 7-1 (1) of the Supreme Court Civil Rules states:

(1) Unless all parties of record consent or the court otherwise orders, each party of record to an action must, within 35 days after the end of the pleading period,

(a) prepare a list of documents in Form 22 that lists

(i) all documents that are or have been in the party's possession or control and that could, if available, be used by any party at trial to prove or disprove a material fact, and

(ii) all other documents to which the party intends to refer at trial, and

(b) serve the list on all parties of record.

Appendix

[The following information is provided for data collection purposes only and is of no legal effect.]

Part 1: CONCISE SUMMARY OF NATURE OF CLAIM:

Suing for breach of contract; in the alternative, for unjust enrichment; for defamation.

Part 2: THIS CLAIM ARISES FROM THE FOLLOWING:

[Check one box below for the case type that best describes this case.]

A personal injury arising out of:

a motor vehicle accident

medical malpractice

another cause

A dispute concerning:

contaminated sites

construction defects

real property (real estate)

personal property

the provision of goods or services or other general commercial matters

- investment losses
- the lending of money
- an employment relationship
- a will or other issues concerning the probate of an estate
- a matter not listed here

Part 3: THIS CLAIM INVOLVES:

- a class action
- maritime law
- aboriginal law
- constitutional law
- conflict of laws
- none of the above
- do not know

Part 4:

FORM 11
(RULE 4-5 (2))

No. **S1610825**
Vancouver Registry

**ENDORSEMENT ON ORIGINATING PLEADING OR PETITION
FOR SERVICE OUTSIDE BRITISH COLUMBIA**

The Plaintiff, LESLIE PRICE aka LES PRICE, claims the right to serve this pleading on the Defendant, MEDINAH MINERALS, INC. outside British Columbia on the ground that the proceeding is brought on behalf of LESLIE PRICE aka LES PRICE to recover monies owing for debts due pursuant to Section 10(e)(i) of the *Court Jurisdiction and Proceedings Transfer Act* in this case.