

CANADA / JUDGMENT

Accurate Material Testing Ltd. v. Keshavarzi

2023 BCSC 1967

COURT

Supreme Court of British Columbia

DECIDED

9 November 2023

Source: bccourts.ca · Research copy typeset by Esheria. Not court-issued or certified.

2023 BCSC 1967 Accurate Material Testing Ltd. v. Keshavarzi

IN THE SUPREME COURT OF BRITISH COLUMBIA

Citation:

Accurate Material Testing Ltd. v. Keshavarzi,

2023 BCSC 1967

Date: 20231109

Docket: S230959

Registry: Vancouver

Between:

Accurate Material Testing Ltd.

Plaintiff

And:

Hassan Keshavarzi and Prima Testing and Engineering Ltd.

Defendants

Before: The Honourable Madam Justice Forth

Reasons for Judgment (Costs)

Counsel for the Plaintiff:

G. Allen

E. Coffin

N. Chan

Counsel for the Defendants:

B. Duong

H. Cook

E. Adhihetty, Articled Student

Place and Dates of Original Hearing:

Vancouver, B.C.

May 11-12, 2023

Date of Written Submissions of the Defendants:

August 28, 2023

Date of Written Submissions of the Plaintiff:

September 12, 2023

Date of Reply Written Submissions of the Defendants:

September 19, 2023

Place and Date of Judgment:

Vancouver, B.C.

November 9, 2023

Introduction.. 2

Legal Principles. 3

Analysis. 5

The Confidential Documents Issue. 6

Discussion. 8

The Exclusive Relationship Issue. 10

Discussion. 12

Restriction on Business Activities. 12

Discussion. 13

Conclusion.. 14

Introduction

- [1] On May 11 and 12, 2023, I heard an interim injunction application made by the plaintiff, (the "Injunction Application"). I gave reasons on July 28, 2023 dismissing the Injunction Application, indexed at 2023 BCSC 1302 (the "Reasons"). I granted leave to the parties to make written submissions on the issue of costs.
- [2] The defendants seek an order for special costs, payable forthwith in any event of the cause, on the basis that the plaintiff adduced false evidence on central issues in the litigation. The defendants argue they were put to great expense in responding to the false evidence and the plaintiff failed to reckon with the diminished merits of its claim. They argue that, taken together, this conduct is reprehensible and warrants an order for special costs.
- [3] The plaintiff submits that the circumstances fall far short of the reprehensible conduct necessary for an order of special costs and that there is no justification provided for an order that any costs be paid forthwith. It seeks an order that the costs of the Injunction Application be in the cause.
- [4] The history of the parties' relationship is set out in the Reasons at paras. 7 to 29.

Legal Principles

- [5] Rule 14-1(1)(b)(ii) of the Supreme Court Civil Rules, B.C. Reg. 168/2009 [Rules] provides jurisdiction to the Court to order special costs of any application or step in a proceeding.
- [6] Special costs can be awarded against an unsuccessful party as punishment for reprehensible litigation conduct. The test for special costs was set out in *Garcia v. Crestbrook Forest Industries Ltd.* (1994), 9 B.C.L.R. (3d) 242 (C.A.), 1994 CanLII 2570 where Justice Lambert, writing for the Court, determined that the threshold for awarding special costs is "reprehensible" conduct during the litigation, which includes "scandalous or outrageous conduct but it also encompasses milder forms of misconduct deserving of reproof or rebuke": at para. 17. He further explained this standard at para. 23:
- [23] the fact that an action or an appeal "has little merit" is not itself a reason for awarding special costs... Something more is required, such as improper allegations of fraud, or an improper motive for bringing the proceedings, or improper conduct of the proceedings themselves, before the conduct becomes sufficiently reprehensible to require an award of special costs.
- [7] Special costs have been awarded in a wide range of circumstances, which the Court outlined in *Mayer v. Osborne Contracting Ltd.*, 2011 BCSC 914 at para. 11. They include:
 - (a) where a party pursues a meritless claim and is reckless with regard to the truth;
 - (b) where a party makes improper allegations of fraud, conspiracy, fraudulent misrepresentation, or breach of fiduciary duty;

- (c) where a party has displayed "reckless indifference" by not recognizing early on that its claim was manifestly deficient;
- (d) where a party made the resolution of an issue far more difficult than it should have been;
- (e) where a party who is in a financially superior position to the other brings proceedings, not with the reasonable expectation of a favourable outcome, but in the absence of merit in order to impose a financial burden on the opposing party;
- (f) where a party presents a case so weak that it is bound to fail, and continues to pursue its meritless claim after it is drawn to its attention that the claim is without merit;
- (g) where a party brings a proceeding for an improper motive;
- (h) where a party maintains unfounded allegations of fraud or dishonesty; and
- (i) where a party pursues claims frivolously or without foundation.

[Citations omitted.]

[8] The applicable principles for awarding special costs were summarized in *Westsea Construction Ltd. v. 0759553 B.C. Ltd.*, 2013 BCSC 1352:

[73] I have undertaken a thorough review of the cases involving special costs. Having examined the authorities provided by both sides, it is apparent to me that the courts have been somewhat inconsistent in their determination of what amounts to reprehensible conduct and that those authorities must be reconciled. Based upon my review of the authorities, I have derived the following principles for awarding special costs:

- a) the court must exercise restraint in awarding special costs;
- b) the party seeking special costs must demonstrate exceptional circumstances to justify a special costs order;
- c) simply because the legal concept of "reprehensibility" captures different kinds of misconduct does not mean that all forms of misconduct are encompassed by this term;
- d) reprehensibility will likely be found in circumstances where there is evidence of improper motive, abuse of the court's process, misleading the court and persistent breaches of the rules of professional conduct and the rules of court that prejudice the applicant;
- e) special costs can be ordered against parties and non-parties alike; and
- f) the successful litigant is entitled to costs in accordance with the general rule that costs follow the event. Special costs are not awarded to a successful party as a "bonus" or further compensation for that success.

- [9] In a number of cases, courts have found that an affiant who asserts knowledge that he lacks, gives false evidence, or one who deliberately gives false or misleading evidence, engages in conduct that is deserving of rebuke in the form of special costs: *W.B.H. v. H.E.H.*, 2018 BCSC 1615 at para. 24; *Equus v. Sage*, 2003 BCSC 1783 at para. 36; *Chancery Estate Holdings Corp. v. Jetha*, 2013 BCCA 145 at para. 73 [Jetha]; and *Chieftain Metals Inc. v. Tulsequah Wilderness Adventures Inc.*, 2013 BCSC 406 at paras. 34-35.
- [10] In *Premium Weatherstripping Inc. v. Ghassemi*, 2016 BCCA 20 the Court of Appeal noted the special nature of interlocutory injunctions and the need for "assiduous care" in preparing supporting materials:
- [7] An interlocutory injunction is well understood to be a special sort of non-final order in that, by its very nature, it restricts the freedom of the party against whom it is made, without the applicant having had to prove any allegation beyond the standard of an arguable case. An interlocutory injunction often becomes the entire remedy in an action, and can endure for a very long time unless temporal limits are placed upon it. For that reason, assiduous care in preparation of the application is the standard, including strict compliance with the requirements for all hearsay evidence that would not be permitted to be stated at trial to be on information and belief, with the source identified. There is no room in interlocutory injunction practice for relaxation of that requirement, in my view.

Analysis

- [11] The defendants take issue with the affidavit evidence of Estelle Fitz-Morris, the Manager of Business Development for Accurate Material Testing Ltd. ("Accurate" or "AMT"), and Mazyar Rastbin, the owner and director of Accurate. The issues that the defendants argue warrant the imposition of special costs can be divided into three areas:
1. False information provided on the nature and scope of the documents taken from HubSpot by Mr. Keshavarzi (the "Confidential Documents Issue");
 2. False assertion by Mr. Rastbin of an "exclusive" relationship with Cressey and Trillium (the "Exclusive Relationship Issue"); and
 3. False evidence by Mr. Rastbin of Mr. Keshavarzi being under some further restrictions (the "Restriction on Business Activities Issue").
- [12] I will address each of the three areas of the defendants' allegations. For each, I will first set out the nature of the affidavit evidence and then discuss why, on the evidence before me, I am not persuaded that the defendants have established that this is one of those exceptional cases that warrants special costs.

The Confidential Documents Issue

- [13] In the notice of application, the plaintiff relied upon the Affidavit #1 of Ms. Fitz-Morris made on April 25, 2023 ("Aff. #1 of Ms. Fitz-Morris"). In the Aff. #1 of Ms. Fitz-Morris, she states that confidential information including sales, marketing and communication data is stored on HubSpot. She states that in or around May 16, 2023 Mr. Keshavarzi downloaded confidential information from HubSpot and provided details of the various folders that were downloaded. She asserts that the downloaded documents included highly confidential information, such as detailed sales records, rates, bids, and the history of communication with clients.
- [14] The defendants replied to the Injunction Application and filed and served the Affidavit #1 of Hassan Keshavarzi sworn and filed on May 8, 2023 ("Aff. #1 of Mr. Keshavarzi"). In that affidavit he admits that he exported some data in the form of Excel spreadsheets from HubSpot, at para. 44. He states:
46. What I downloaded from HubSpot was a total of 10 excel spreadsheets containing summary information, which fall into two broad categories: first, list of all of AMT's contacts, including clients and prospective clients; and second, lists of all of the projects AMT had bid on and whether AMT had been successful, lost, was awaiting a response, or had sent rate sheets in hopes of winning a bid. Contrary to Ms. Fitz-Morris' affidavit, I did not download any folders.
- [15] In the Aff. #1 of Mr. Keshavarzi, Mr. Keshavarzi specifically denies downloading the exhibits marked as Exhibits B to I in the Aff. #1 of Ms. Fitz-Morris, at para. 52. His evidence is that he contacted a representative of HubSpot who confirmed that PDF documents, like rate sheets, cannot be exported from HubSpot, at paras. 53 and 54. He further denies taking from HubSpot any "highly confidential information," such as detailed sales records, rates, bids and the history of communications with clients, at para. 55.
- [16] In response to the defendants' filed materials, the plaintiff filed a second affidavit of Ms. Fitz-Morris sworn on May 10, and filed on May 11, 2023 (Aff. #2 of Ms. Fitz-Morris). In that affidavit, she states:
3. At the time that I swore my Affidavit #1, it was my understanding that the entire HubSpot database could be exported. Upon reviewing Mr. Keshavarzi's Affidavit #1, made on May 8, 2023, I have realized I was mistaken and that the entirety of the HubSpot database cannot be exported. However, all the contents of HubSpot can be downloaded as opposed to exported, as I will explain in further detail below.
5. In response to paragraph 49 of Mr. Keshavarzi's Affidavit #1, while it is not possible to download email conversations from HubSpot, you can view the record in detail and screenshot it. HubSpot does not keep records of screenshots.

6. In response to paragraph 53 of Mr. Keshavarzi's Affidavit #1, PDF documents like the rate sheets can be downloaded through the Sales Pipeline Channel on HubSpot. Attached as Exhibit "A" is a screenshot which shows PDFs such as company briefs and rate schedules can be downloaded. HubSpot does not keep records of downloads which means I cannot know the full extent of confidential information that Mr. Keshavarzi downloaded.
- [17] In the notice of application, the plaintiffs also relied on the Affidavit #1 of Mazyar Rastbin, sworn on April 25, 2023 and filed April 28, 2023 ("Aff. #1 of Rastbin). Mr. Rastbin relies on the Aff. #1 of Ms. Fitz-Morris in support of his allegation that Mr. Keshavarzi downloaded confidential information from HubSpot:
14. I was concerned that Mr. Keshavarzi was actively soliciting Accurate's clients. I was even more concerned that Mr. Keshavarzi was using Accurate's own confidential information to assist in that process. I began investigating, and was shocked to learn through Ms. Fitz-Morris that Mr. Keshavarzi had downloaded all of the information available on Accurate's client relationship management software (HubSpot). The details of Mr. Keshavarzi's actions with respect to HubSpot are set out in the affidavit of Ms. Fitz-Morris. I have reviewed Ms. Fitz-Morris' affidavit, and it is accurate.
16. As set out in the affidavit of Ms. Fitz-Morris, the information that Mr. Keshavarzi downloaded from HubSpot contained Accurate's sales data on a client-by-client basis, rate sheets that Accurate had prepared for certain clients, proposals that Accurate had prepared in response to requests from proposals from clients, and sales projection data. The information that Mr. Keshavarzi downloaded from HubSpot also contained client lists, lists of key contacts at various clients and prospective clients, and notes on conversations that had taken place between Accurate's employees and contacts at key clients and prospective clients.
- [18] Mr. Rastbin notes that in the response to civil claim filed March 17, 2023, Mr. Keshavarzi admitted to downloading information stored on HubSpot while at Accurate and retaining it after departing, but denied that the downloaded and retained material contained sales, data, sales volume data, proposals, estimates, or rate schedules.
- [19] The defendants also obtained an affidavit of David Laughlin, Prima's Business Development Manager, sworn and filed May 8, 2023, who had previously worked at Accurate. Mr. Laughlin confirms it is "not possible to export anything that is not in excel format", but notes that it is possible for a user to manually download PDF documents from the "file preview" function in HubSpot, at paras. 27 and 28.

Discussion

- [20] The thrust of the defendants' submissions is that both Ms. Fitz-Morris and Mr. Rastbin were "reckless" in respect to the allegations they advanced respecting the taking of confidential information.

- [21] I see no basis in the assertion that Ms. Fitz-Morris intentionally or recklessly swore a false affidavit. None of the witnesses were experts on the operation of HubSpot and as counsel noted during the Injunction Application hearing, there was confusion between the terms "downloading" and "exporting" and what HubSpot allows and what it does not. Ms. Fitz-Morris was experienced at using HubSpot, but the evidence does not support that she had an in-depth understanding of how the copying, downloading, and exporting functions worked. Ms. Fitz-Morris readily admitted to the mistake in her second affidavit.
- [22] It is clear that Mr. Rastbin was relying on Ms. Fitz-Morris' evidence on what was allegedly taken from HubSpot.
- [23] I am not persuaded that the mistake made by Ms. Fitz-Morris, which was then relied on by Mr. Rastbin, reaches the level of conduct deserving of rebuke through special costs. In my view, the errors she made about what she believed could and was downloaded from HubSpot is closer to an honest but mistaken belief: Behan v. Park, 2014 BCSC 1982 at para. 44.
- [24] In addition to the evidence in the various affidavits, the defendants argue that prior to the Injunction Application being prepared and filed, counsel for the defendants warned counsel for the plaintiff that information they were relying upon did not demonstrate that Mr. Keshavarzi downloaded anything more than he admitted to, but that the plaintiff proceeded with the Injunction Application nonetheless. In the defendants written submissions dated August 18, 2023, they assert:
20. On April 17, 2023, counsel for the plaintiff informed counsel for the defendants that "the information that was downloaded goes far, far beyond what [Mr. Keshavarzi] has admitted" to downloading [] a document that would ultimately be attached to Ms. Fitz-Morris' first affidavit at exhibit A, and was, in large part, the evidentiary basis for the plaintiff's claim that Mr. Keshavarzi had downloaded apparently confidential information. The document itself display only file names; no contents are viewable. Within an hour, counsel for the defendants sent a response disputing that Mr. Keshavarzi had failed to admit taking what was displayed on the "Export Audit" sheet; in fact, counsel had seen those documents, referred to them as spreadsheets, and offered to send them to plaintiff's counsel for review:

Finally, we dispute any suggestion that the document you've attached changes our understanding of what Mr. Keshavarzi downloaded before he left [Accurate]. I am not sure if you have seen the contents of the actual spreadsheets that are listed in the summary document you've provided us. We have, and we can send them to you for your review.

21. The plaintiff never took the defendants up on this offer. Instead, after having 11 days to consider the defendants' offer or otherwise perform basic due diligence to verify the truthfulness of their claims, the plaintiff's representative proceeded to execute their affidavits, and the defendants were put to the time and expense of refuting demonstrably false evidence.

[Footnotes omitted.]

- [25] With respect to this line of argument, I disagree with the defendants that there are similarities to the *Mathias v. Squamish Nation*, 2022 BCSC 2176 decision. In that case, it was a judge who had alerted the petitioner's counsel as to the deficiencies in the interlocutory materials. In this case, the fact that defence counsel set out their position about the documents in an email does not rise to the same level. Further, in *Mathias*, I found that the language used by the petitioner was harsh, potentially damaging and unwarranted; it included reference to "cultural genocide", "ethnic cleansing", and allegations of embezzlement of funds. I am not persuaded that in an employment context the frequent allegation made that a former employee or director has taken confidential information comes close to the types of allegations made in *Mathias*.
- [26] A further distinguishing feature in *Mathias*, was that I found the evidence before me to be completely lacking in merit, that the injunction sought was without foundation and should have been withdrawn after hearing the judicial comment of Justice Fitzpatrick. I did not make the same findings when denying the Injunction Application.

The Exclusive Relationship Issue

- [27] The defendants take issue with the evidence of Mr. Rastbin respecting the nature of Accurate's relationship with two developers, Cressey Development ("Cressey") and Trillium Project Management ("Trillium"). In Aff. #1 of Mr. Rastbin, Mr. Rastbin states:
39. Accurate had been working with Cressey since 2017, and had completed a number of jobs for Cressey. In fact, Cressey had exclusively used Accurate's services from 2017 until it began to send jobs to Prima in 2003.
44. From 2016 until early 2023, Trillium used Accurate as its sole materials testing firm. To the best of my knowledge, Accurate would receive all of Trillium's testing work during this time. The fact that Prima is receiving work from Trillium (and Cressey Development) is disastrous for Accurate's business, as consistent revenue from Trillium projects and Cressey Development projects is something that Accurate has counted on for many years, given the exclusive relationship between Accurate and these companies.
- [28] Mr. Keshavarzi questioned the reliability of the Aff. #1 of Mr. Rastbin and the assertion of an exclusive relationship with Cressey and Trillium. In his affidavit, he states:
93. With respect to projects owned by Cressey Development and Trillium Projects, in particular, Mr. Rastbin's statements that these developers historically had exclusive relationships with AMT or that AMT did all of their concrete testing work before Prima's arrival is incorrect, based on my time and experience at AMT.
- [29] Mr. Keshavarzi provides information from both developers' webpages supporting that both developers were not exclusively using Accurate to do concrete testing, at paras. 94 and 95.

- [30] In addition, Mr. Keshavarzi contacted Cressey Development and was advised that "[t]here is no policy or direction from Cressey to use AMT. And there is no list of Cressey-approved materials testing companies", at para. 96.
- [31] He also contacted Trillium and was advised that this developer did not have, "an exclusive relationship with any of their sub-trades, including material-testing companies", at para. 99.
- [32] Mr. Keshavarzi further commented:
100. In my experience, there is no such thing as an exclusive relationship between developer and materials testing firms. Construction work is project-oriented, not company-oriented. This means that each project is the subject of its own bidding process, with the decisions made by the project team in place, and past work is no guarantee of securing future work from the same developer .
- [33] The plaintiffs also obtained an expert report from Norm Couttie, President of Ecosse Development Corp., who opined that "the case for having an exclusive relationship is very weak" between developers and other consultants, trades, and suppliers.
- [34] Mr. Rastbin, in reply to the materials of the defendants, swore and filed a second affidavit on May 11, 2023 ("Aff. #2 of Mr. Rastbin"). In respect to the exclusive relationship issue, he states:
12. In direct response to paragraphs 93-101 of Mr. Keshavarzi's affidavit, in the year prior to Mr. Keshavarzi's departure, approximately 60-70% of the jobs that Accurate got from Cressey and Trillium were sole-sourced jobs. Our contracts at Cressey and Trillium would call us directly and ask for a rate sheet. While not "exclusive" per se, we did not enter bidding processes where we had to compete with other companies.
- [35] After service of the defendants' costs submissions, Mr. Rastbin swore and filed on September 12, 2023 a third affidavit ("Aff. #3 of Mr. Rastbin"). With respect to the exclusivity of the relationship between Accurate and the developers, his further evidence is:
- 3 In my first affidavit, I stated that Cressey Development had exclusively used Accurate's services from 2017 until 2023. I also stated that, to the best of my knowledge, Accurate received all of Trillium Project Management's work from 2016 until 2023. These statements were based on the fact that project managers or site superintendents from both Cressey and Trillium either call me directly or request a current rate schedule from Accurate when commencing new projects, rather than initiating a formal bidding process. Based on these projects, I honestly believed that both developers to have an exclusive working relationship with Accurate. When I reviewed Mr. Keshavarzi's affidavit and saw that I had been mistaken about the nature of the relationship between Accurate and these two developers, I corrected my mistake in my second affidavit. Knowing what I know now, it would be more accurate to characterize these relationships as "preferred" rather than "exclusive".

Discussion

- [36] The defendants' position is that Mr. Rastbin gave false evidence and then, after being controverted by expert evidence, retracted this evidence.
- [37] I accept Mr. Rastbin's explanation of why he originally thought the relationship Accurate had with Cressey and Trillium was exclusive. He concedes that a more appropriate description is a "preferred" relationship. This type of error does not come anywhere near the type of reprehensible conduct that merits an award of special costs.

Restriction on Business Activities

- [38] The defendants also take issue with Mr. Rastbin's evidence regarding whether Mr. Keshavarzi was subject to restrictions on his business activities after he left Accurate. In Aff. #2 of Mr. Rastbin, he denies stating or agreeing that Mr. Keshavarzi would not be obligated to any further restrictions, at para. 4. His evidence is:
4. I deny ever stating or agreeing to, nor did Mr. Keshavarzi or Mr. Akhlaghi ask about, any use of confidential information, competition, and solicitation by either of them. I deny every stating or agreeing to Mr. Keshavarzi or Mr. Akhlaghi that Mr. Keshavarzi as the vendor would not be obligated to any further restrictions.
- [39] In their costs submissions, the defendants submit that two documents related to the sale of Mr. Keshavarzi's shares in Accurate, both signed by Mr. Rastbin, bear language nearly identical to the language Mr. Rastbin denies agreeing to in his second affidavit.
- [40] In Aff. #3 of Mr. Rastbin, he provides the following explanation for this alleged discrepancy:
4. In my second affidavit, I denied that I had agreed that Mr. Keshavarzi "would not be obligated to any further restrictions". I understand Mr. Keshavarzi's position in this litigation to be that he was entitled to do whatever he wanted after he left Accurate. I disagree with that position. Accurate's position is that Mr. Keshavarzi was still subject to fiduciary duties even after he left Accurate, as well as being bound by his professional responsibilities as a professional engineer. When I denied that I had agreed that Mr. Keshavarzi "would not be obligated to any further restrictions", this is what I was referring to. I did not intend to deny agreeing to what is set out in the contractual documents between myself and Mr. Keshavarzi. Those documents say what they say, and I do not dispute that I signed them.

Discussion

- [41] The defendants argue that when Mr. Rastbin gave evidence denying that he had ever stated or agreed that Mr. Keshavarzi would not be obligated to further restrictions he showed a "brazen lack of care" for the truth. Their position is that he was deliberately misleading and knowingly gave false evidence.
- [42] I disagree with this assertion.

[43] I accept the explanation provided by Mr. Rastbin on why he made the statement he did in his affidavit sworn in response to the defendants' costs submissions. I do not find that Mr. Rastbin was attempting to mislead the court nor was I misled.

Conclusion

[44] For the foregoing reasons, I decline to exercise my discretion to award special costs against the plaintiff.

[45] Subject to Rule 14-1(12), Rule 14-1(9) of the Rules provides that costs should be awarded to the successful party unless the court otherwise orders.

[46] Rule 14-1(12) provides that unless the court orders otherwise, when an application is refused, the party who brought the application is not entitled to costs of the application even though the party is awarded costs at trial.

[47] I see no basis for deviating from Rule 14-1(12) in this instance.

[48] I do not accept the plaintiff's argument that they should be awarded costs in the cause even though the defendants were substantially successful in defending the Injunction Application. The plaintiff suggests that Mr. Keshavarzi's actions in surreptitiously deleting key files from the plaintiff's servers "should give the Court pause" with respect to costs. They argue that, given Mr. Keshavarzi's actions, it was reasonable for the plaintiff to seek an injunction and as such, it should receive costs of the Injunction Application if they are ultimately successful at trial.

[49] The actions of Mr. Keshavarzi in deleting engineering documents does appear to be problematic and his explanation is somewhat lacking. That said, as I commented in the Reasons, this is the subject of a regulatory complaint. In my view, without hearing from Mr. Keshavarzi in person to explain his conduct I am not prepared to make the finding that the defendants should be deprived of costs of the Injunction Application on this basis.

[50] The defendants were successful in opposing the Injunction Application. If the defendants are eventually successful in defending this proceeding they should receive costs of the Injunction Application. The plaintiff should be denied costs of the Injunction Application regardless if it is ultimately successful in the proceeding.

[51] The defendants are awarded costs of the Injunction Application on Scale B in the cause. I need not consider the request to have the costs payable forthwith in light of the costs order I have made. I am not persuaded that the written costs submissions should be treated as some type of standalone cost application, even in the circumstances of this case where I declined to grant an order of special costs. I find that the written submissions tendered form part of the Injunction Application.

"The Honourable Justice C. Forth"

Source & reproduction note

Judgment wording, source notices and original paragraph numbers are retained. Esheria supplies the layout and this PDF's page numbers; these are not the source pagination. This is a research copy, not an official or certified court document. Check quotations, citations and publication restrictions against the original source before relying on it.

ORIGINAL SOURCE <https://www.bccourts.ca/jdb-txt/sc/23/19/2023BCSC1967.htm>

CASE PAGE <https://chat.esheria.ai/case-law/canada/accurate-material-testing-ltd-v-keshavarzi-2023-bcsc-1967>

Prepared on 27 October 2026 · Esheria