CITATION: Wilride Transport Ltd. v. Ryan Crozier, Michael Brownlee, Michael Reid, and Controlled Logistics Ltd. 2026 ONSC 1490
COURT FILE NO.: CV-24-00000137 –0000
DATE: 2026-03-11

SUPERIOR COURT OF JUSTICE - ONTARIO

RE: WILRIDE TRANSPORT LTD., Plaintiff

AND:

RYAN CROZIER, MICHAEL BROWNLEE, MICHAEL REID, and CONTROLLED LOGISTICS LTD., Defendants

BEFORE: Fragomeni J.

COUNSEL: Evan Moore, for the Plaintiff

Tudor Carsten and Christopher Liang, for the Defendants

HEARD: In writing

ENDORSEMENT RE: COSTS

[1] The Plaintiff, Wilride Transport Ltd (Wilride) seeks the following relief:

a) An interlocutory injunction restraining the Defendants and any and all persons with notice of this injunction, from, directly or indirectly soliciting or attempting to solicit any client or customer of Wilride for a period of six (6) months.

b) An interlocutory injunction for a period of six (6) months preventing CLL from doing business with any customer who did business at Wilride's Brokerage division prior to Crozier's resignation.

c) An interlocutory injunction restraining the Defendants and any and all persons acting on behalf of the Defendants, from directly or indirectly, by any means whatsoever, possessing disclosing, using, copying, or divulging to any third party in any way any of Wilride's Confidential Information, and directing the Defendants to return to Wilride and destroy copies of the Confidential Information.

d) Costs of this motion; and

[2] The motion was heard by me on October 6, 2025. On December 17, 2025 I released my decision in which I dismissed Wilride's motion for an interlocutory injunction.

[3] The defendants, CLL Parties, seek costs of the motion on the basis that they were completely successful at the motion. The CLL parties submit that they are presumptively entitled to their costs.

[4] The CLL Parties seek partial indemnity costs in the sum of $47, 884.76, inclusive of disbursements and HST, payable forthwith.

[5] The CLL Parties set out the following factors in support of their position:

1. Importance and Complexity:

The motion was critically important to the CLL Parties. The broad injunction would have effectively prevented them from operating their business and

earning a living. The issues dealt with at the hearing were moderately complex.

2. Experience of Counsel:

The CLL Parties were represented by experienced counsel with 22 years of experience. Counsel was assisted by two junior lawyers with 4 and 2 years experience.

3. Hours Spent:

The total hours spent (120.2) is nearly identical to the hours spent by counsel for Wilride.

4. Proportionality:

The costs claimed are proportionate to the serious consequences an injunction would have had on the CLL Parties

5. Conduct of the Parties:

Wilride should not have proceeded with an interlocutory injunction after previously being denied an interim injunction, especially since no new evidence was advanced at the interlocutory injunction.

Position of Wilride

[6] Wilride submits that no costs should be awarded to the CLL Parties. In the alternative Wilride submits that costs should be determined by the trial judge. In the further alternative Wilride submits that the CLL Parties costs should be limited to $20,000.00 all-inclusive, in the cause of the action.

[7] Wilride sets out the following factors in support of its position:

1. No Costs

   Wilride submits that at the motion it advanced three grounds to support the granting of an interlocutory injunction:

   a) Misuse of confidential information to compete unfairly

   b) Unlawful solicitation of Wilride's customer

   c) Crozier, a key employee, breached common law duties owed to Wilride

[8] Wilride submits that the court only dealt with (a) in its decision so the CLL Parties were only partially successful as (b) and (c) will be decided at trial.

[9] Wilride refers the court to the decision *in Quarterback Transportation Inc. v Traffix Group Inc.,* 2018 ONSC 2688 (CanLii) at para 22-27:

> [22] While Traffix and John Clegg have been successful in defeating Quarterback's motion, I must indicate my concern with the attitude and approach of Traffix and John Clegg in the change of employment. John Clegg's emailing himself documents on August 30, 2017 was admittedly inappropriate and apparently

required legal involvement to be corrected. One of the defendants of Traffix that recruited John Clegg was Duane Coghlan. Julie Klin, the recruiter, described him to John Clegg as having "dealt with every angle of non-compete etc. and isn't afraid of anyone". In addition, Duane Coglan's name appears in *FLS Transportation Services Inc. v. Charger Logistics Inc.*, 2016 ONSC 3652, a decision of my colleague, Justice Faieta in which the same circumstances and relief was sought. It suggests flagrant disregard for the terms of a contract of employment, the enforceability of that contract and if resulting damages has occurred. These issues have yet to be determined. This inference is reinforced by the absence of any evidence from Duane Coghlan in the material served by Traffix.

[23]] As contained in paragraph 29 of the factum of Quarterback, John Clegg did not appear to take seriously his November, 2014 agreement with regard to non-solicitation of Quarterback's existing customers. To one client on September 28, 2017 his email states "I left QB 3 weeks ago I gave 2 weeks' notice but they made me leave right away. Best 2 weeks paid vacation ever. I have attached a little package about the company and as I mentioned we are looking for Van and Flat freight to Canada as well as domestic from VA and TN heading south to the North East and Mid west. I would love to get set up and start moving some loads for you again it was always tons of fun". In a subsequent email, John Clegg advised the rates would be "the same".

[24] On September 29, 2017 John Clegg emailed another customer "remember I know the score and know Crown's expectation with EDI macro point and what not".

[25] On September 28, 2017, John Clegg emailed a third client, "I am sure you heard that I parted ways with QB I am now at Traffix. I can still service the lanes I did with you for the same rates on my own equipment".

[26] My conclusion is that this was a flagrant disregard of the spirit of the if not the legality of understanding John Clegg's employment with Quarterback involved sensitive information and relationships which were properly for the benefit of Quarterback and not John Clegg or any new employer.

Costs

[27] Counsel for Quarterback provided a Costs Outline in the amount of $39,430.12 on a partial indemnity basis. Counsel for John Clegg and Traffix provided a Costs Outline in the amount of $56,529.67 on a partial indemnity basis. These Costs Outlines were provided in accordance with Rule 57.01(6). Rule 57.01 and Section 131 of the *Courts of Justice Act*, R.S.O. c.C.43 provides a discretion to the court to "determine by whom and what extent the costs shall be paid" in a proceeding or a step in a

> proceeding. My conclusion is that the conduct of Traffix and John Clegg described above were merits the exercise of this discretion to deny what would ordinarily be their entitlement to costs.

[10] On this basis Wilride argues that the parties bear their own costs.

2. Alternative: Costs should be reserved to the trial judge.

Wilride submits that the trial judge will be in a better position to make a just, fair and appropriate costs award. On this point Wilride relies on the decision in the *Wang v. Kesarwani* 2017 ONSC 6821 (CanLii) at para 129:

> [129] In the result, I vacate with costs in the cause the *Mareva* injunction, the *Norwich* Order, and the certificates of pending litigation. I order the costs in the cause because although the Defendants were successful on the interlocutory motions, it may subsequently be determined that fraudulently or wrongfully they took advantage of the Plaintiffs. The Plaintiffs may ultimately succeed against the Defendants. This is a case where a trial judge will be in a better position to make the just, fair, and appropriate costs award including provisions for claims over against co-defendants; hence, costs in the cause.

[11] Wilride also argues that the time claimed by the CLL Parties for cross-examination will go towards the trial not this motion.

[12] Wilride also submits it was only because of this motion that the CLL Parties produced key evidence. The trial judge will be in the best position to assess how the costs of their motion should be assessed in light of the fact that a significant portion of the work will be used at trial.

3. Further alternative costs should be fixed at $20,000.00 payable in any event of the cause.

Counsel for Wilride only spent 88.4 hours of the motion with the balance spent by a law clerk.

Reply by the CLL Parties:

[13] In reply the CLL Parties point to the following factors:

- The CLL Parties were fully successful at the hearing. The motion was dismissed in its entirety.

- The costs for the time spent on cross-examination should not be excluded. The cross-examinations were conducted primarily for the motion and to address the issues relating to irreparable harm and the balance of the convenience. Any portion of the cross-examination costs relevant to the trial can be properly assessed by the trial judge so there will not be double counting in costs at trial.

Analysis and Conclusion:

[14] In *Aware Ads in v. Walker* 2022, ONSC 6121: Centa, J. dismissed a motion made by Aware Ads Inc for an interlocutory injunction to prevent Greg Walker from working for a particular competitor. In his Costs Endorsement released October 28.2022 Centa J. reviews the general principles relating to costs at para 3 to 8 as follows:

> [3] In *Apotex Inc. v. Eli Lilly Canada Inc*., 2022 ONCA 587, at paras. 59 to 66, the Court of Appeal for Ontario recently restated

the general principles to be applied in the court's exercise of its discretion to award costs.

[4] Fixing costs is a discretionary decision under s. 131 of the *Courts of Justice Act*, R.S.O. 1990, c. C.43. In exercising my discretion, I may consider the factors listed in rule 57.01 of the *Rules of Civil Procedure*, R.R.O. 1990, Reg. 194. These factors include the result achieved, the amounts claimed and recovered, the complexity of and importance of the issues in the proceeding, the principle of indemnity, the reasonable expectations of the unsuccessful party, as well as any other matter relevant to costs.

[5] A proper costs assessment requires the court to undertake a critical examination of the relevant factors as applied to the costs claimed and then "step back and consider the result produced and question whether, in all the circumstances, the result is fair and reasonable": *Apotex*, at para. 60; *Restoule v. Canada (Attorney General)*, 2021 ONCA 779, 466 D.L.R. (4th) 2, at para. 356, citing *Boucher v. Public Accountants Council (Ontario)* (2004), 71 O.R. (3d) 291 (C.A.), at para. 24. The overarching objective is to fix an amount of costs that is objectively reasonable, fair, and proportionate for the unsuccessful party to pay in the circumstances of the case, rather than to fix an amount based on the actual costs incurred by the successful litigant: *Apotex*, at para. 61; *Boucher*, at para. 26.

[6] While the reasonable expectation of the parties concerning the amount of a costs award is a relevant factor that informs the determination of what is fair and reasonable, it is not the only, determinative factor and cannot be allowed to overwhelm the analysis of what is objectively reasonable in the circumstances of the case. To hold otherwise would result in the means of the parties artificially inflating costs with the concomitant chilling effect on access to justice for less wealthy parties: *Apotex*, at para. 62.

[7] Costs that are reasonable, fair, and proportionate for a party to pay in the circumstances of the case should reflect what is reasonably predictable and warranted for the type of activity undertaken in the circumstances of the case, rather than the amount of time that a party's lawyer is willing or permitted to expend: *Apotex*, at para. 65. The party required to pay the successful party's costs "must not be faced with an award that does not reasonably reflect the amount of time and effort that was warranted by the proceedings": *Apotex*, at para. 65; *Gratton-Masuy Environmental Technologies Inc. v. Building Materials Evaluation Commission* (2003), 170 O.A.C. 388 (Div. Ct.), at para. 17.

[8] The party seeking costs bears the burden of proving them to be reasonable, fair, and proportionate. The absence of dockets is not an automatic bar to proving or receiving an award of costs: *Apotex*, at para. 66; *Leonard v. Zychowicz*, 2022 ONCA 212, at

> para. 33. However, absent dockets, a description of the activities for which fees and disbursements are claimed must be sufficient to permit for the kind of close scrutiny that the court is required to undertake. The material provided for the assessment must allow the court to come to a conclusion as to the amount of time reasonably required by the party seeking costs to deal with all aspects of the proceedings for which costs are claimed, including whether there was over-lawyering or unnecessary duplication of legal work: *Apotex*, at para. 66; *Restoule*, at para. 355.

[15] At para 10 Centa, J. states:

> [10] In my view, absent extraordinary circumstances, costs on an unsuccessful interlocutory injunction should be payable forthwith: *Cana International Distributing Inc. v. Standard Innovation Corp*., 2011 ONSC 752, at para. 7; *Longyear Canada, ULC v. 897173 Ontario Inc.*, [2008] O.J. No. 374 (S.C.), at para. 8; *Diagnostic Imaging International Corp. v. Quinte Magnetic Resonance Imaging Inc.*, 2010 ONSC 2134, at para. 4. Rule 57.03 provides that on the hearing of a contested motion, I am to fix the costs of the motion and order them to be paid in 30 days unless I am satisfied that a different order would be more just. I am not satisfied another order would be more just than the result provided by rule 57.03.

[16] With respect to the costs associated with the cross-examination Centa J. note the following at paras 13 and 14:

> 13] Aware Ads submits that the cost of the cross-examinations should be excluded from the costs of the injunction. I disagree. The lengthy cross-examinations conducted by Aware Ads are of doubtful utility for trial.
>
> [14] In any event, Aware Ads conducted these cross-examinations for the purpose of their motion for an interlocutory injunction. Justice Stinson's suggestion that the parties "turn their minds" to using the cross-examination transcripts as partial discovery transcripts does not change the nature of the cross-examinations as being primarily (and at this point, solely) for the purposes of the injunction. It would be unjust to exclude the costs of the cross- examinations from the costs to which the successful defendants are entitled. The judge hearing the trial of this action, if the plaintiff decides to proceed, will be able to assess whether or not the cross-examinations for the interlocutory injunction

> served any broader purpose in the litigation and to take this costs order into account when awarding costs after trial: *Leblond v. Standard-Modern Lathes Inc*., 2017 ONSC 6042, at para. 8.

[17] I am satisfied that the CLL Parties are entitled to costs. I am also satisfied that they be awarded their costs on a partial indemnity basis payable within 30 days.

[18] I agree with the position set out by the CLL Parties that they were completely successful at the motion. Wilride has not identified an extraordinary circumstance that warrants an order that costs be reserved to the trial judge.

[19] I also agree with the position of the CLL Parties, with respect to the costs relating to the cross-examination and I find that the review of this issue by Centa, J. in *Aware Ads Inc. v. Walker* case applies to the case at bar.

Quantum of Costs:

[20] The only issue I now have to determine is quantum. In *Boucher et al v Public Accountants Council for the Province of Ontario at al,* 71 O.R. (3A) 291 [2004] Court of Appeal set out the following at paras 24, 25, 26 and 38:

> [24] The appellants submit that the motions judge accepted the bills of costs that were presented to her without any deductions. The bills were prepared in accordance with the calculation of hours times dollar rates provided by the costs grid. While it is appropriate to do the costs grid calculation, it is also necessary to step back and consider the result produced and question whether, in all the circumstances, the result is fair and reasonable. This approach was sanctioned by this

court in Zesta Engineering Ltd. v. Cloutier, 2002 CanLII 25577 (ON CA), [2002] O.J. No. 4495, 21 C.C.E.L. (3d) 161 (C.A.) at para. 4 where it said:

> In our view, the costs award should reflect more what the court views as a fair and reasonable amount that should be paid by the unsuccessful parties rather than any exact measure of the actual costs to the successful litigant.
>
> See also Stellarbridge Management Inc. v. Magna International (Canada) Inc. (2004), 2004 CanLII 9852 (ON CA), 71 O.R. (3d) 263, [2004] O.J. No. 2102 (C.A.) at para. 97.

[25] Zesta Engineering and Stellarbridge simply confirmed a well settled approach to the fixing of costs prior to the establishment of [page299] the costs grid as articulated by Morden A.C.J.O. in Murano v. Bank of Montreal at p. 249 O.R.:

> The short point is that the total amount to be awarded in a protracted proceeding of some complexity cannot be reasonably determined without some critical examination of the parts which comprise the proceeding. This does not mean, of course, that the award must necessarily equal the sum of the parts. An overall sense of what is reasonable may be factored in to determine the ultimate award. This overall sense, however, cannot be a properly informed one before the parts are critically examined.

[26] It is important to bear in mind that rule 57.01(3), which established the costs grid, provides:

> When the court awards costs, it shall fix them in accordance with subrule (1) and the Tariffs.
>
> Subrule (1) lists a broad range of factors that the court may consider in exercising its discretion to award costs under s. 131 of the Courts of Justice Act, R.S.O. 1990, c. C.43. The express language of rule 57.01(3) makes it clear that the fixing of costs is not simply a mechanical exercise. In particular, the rule makes clear that the fixing of costs does not begin and end with a calculation of hours times rates. The introduction of a costs grid was not meant to produce that result, but rather to signal that this is one factor in the assessment process, together with the other factors in rule 57.01. Overall, as this court has said, the objective is to fix an amount that is fair and reasonable for the unsuccessful party to pay in the particular proceeding, rather than an amount fixed by the actual costs incurred by the successful litigant.

[38] In deciding what is fair and reasonable, as suggested above, the expectation of the parties concerning the quantum of a costs award is a relevant factor. See Toronto (City) v. First Ontario Realty Corp. (2002), 2002 CanLII 49482 (ON SC), 59 O.R. (3d) 568, [2002] O.J. No. 2519 (S.C.J.) at p. 574 O.R. I refrain from attempting to articulate a more detailed or formulaic approach. The notions of fairness and reasonableness are embedded in the common law. Judges have been applying these notions for centuries to the factual matrix of particular cases.

[21] I have reviewed and considered the Bill of Costs filed by the CLL Parties. The following counsel worked on this file:

- Tudor Carsten – Partner – 22 years experience – Hourly rate $495
- Cody Koblinksy – 4 years experience – Hourly rate $300
- Christopher Liang – 2 years experience – Hourly rate $270
- Tara Khatter – Law clerk – Hourly rate $210

[22] In reviewing the Bill of Costs one area requires comment namely. Preparing for and attending cross-examinations; preparing materials relating to same; answering undertakings and under advisements with clients regarding same; preparing production of client documents in response to the undertakings and under advisements given at cross-examination.

[23] The allocation of time is as follows:

- Tudor Carsten 17.3 hours: $8,563.00
- Cody Koblinsky 3.2 hours: $960.00
- Christopher Liang 47.2 hours: $12,744.00
- Tara Khatter 0.6 hours: $126.26

Total 67.76: $22,393.26

[24] It is difficult on this evidentiary record relating to the Bill of Costs to eliminate the possibility that there is a certain level of duplication of work. Its is also difficult to understand why three lawyers were required to engage in the tasks identified. As such I am fixing the costs of this item at $15, 000.00, reduced from $22,393.50.

[25] I am satisfied that the balance of the fees expended are fair, reasonable and proportionate.

[26] I am prepared therefore, to fix costs in the all-inclusive sum of $40,000.00.

Order to Issue:

1. That the plaintiff shall pay the defendants their costs on a partial indemnity basis fixed in the all-inclusive sum of $40,000.00 payable within 30 days.

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-and-

BEFORE: FRAGOMENI J.

COUNSEL: Evan Moore, for the Plaintiff

Tudor Carsten and Christopher Liang, for the Defendants

ENDORSEMENT RE: COSTS

Fragomeni J.

Date: March 11, 2026