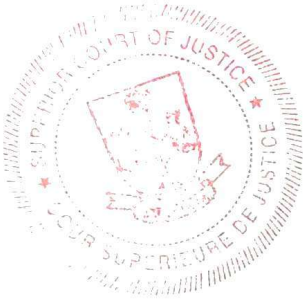


**ONTARIO
SUPERIOR COURT OF JUSTICE**

BETWEEN:



ETIENNE VINCENT MARIO GADBOIS

Plaintiff

- and -

KATHERINE HEBERT-VACHON

Defendant

STATEMENT OF CLAIM

A LEGAL PROCEEDING HAS BEEN COMMENCED AGAINST YOU by the Plaintiff. The Claim made against you is set out in the following pages.

IF YOU WISH TO DEFEND THIS PROCEEDING, you or an Ontario lawyer acting for you must prepare a Statement of Defence in form 18A prescribed by the Rules of Civil Procedure, serve it on the Plaintiff's lawyer or, where the Plaintiff does not have a lawyer, serve it on the Plaintiff, and file it, with proof of service, in this court office, WITHIN TWENTY DAYS after this Statement of Claim is served on you, if you are served in Ontario.

If you are served in another province or territory of Canada or in the United States of America, the period of serving and filing your Statement of Defence is forty days. If you are served outside Canada and the United States of America, the period is sixty days.

Instead of serving and filing a Statement of Defence, you may serve and file Notice of Intent to Defend in Form 18B prescribed by the Rules of Civil Procedure. This will entitle you to ten more days within which to serve and file your Statement of Defence.

IF YOU FAIL TO DEFEND THIS PROCEEDING, JUDGMENT MAY BE GIVEN AGAINST YOU IN YOUR ABSENCE AND WITHOUT FURTHER NOTICE TO YOU. IF YOU WISH TO DEFEND THIS PROCEEDING BUT ARE UNABLE TO PAY LEGAL FEES, LEGAL AID MAY BE AVAILABLE TO YOU BY CONTACTING A LOCAL LEGAL AID OFFICE.

IF YOU PAY THE PLAINTIFF'S CLAIM, and \$4000 for costs, within the time for serving and filing your statement of defence you may move to have this proceeding dismissed by the court. If you believed the amount claimed for costs is excessive, you may pay the plaintiffs claim and \$400 for costs and have costs assessed by the court.

TAKE NOTICE: THIS ACTION WILL AUTOMATICALLY BE DISMISSED if it has not been set down for trial or terminated by any means within five years after the action was commenced unless otherwise ordered by the court.

Date April 22 2026

Issued by 
Local Registrar

Address of court office: 50 Eagle Street West
New Market Ontario
L3Y 6B1

TO: KATHERINE HEBERT-VACHON
102-5164 Rene-Levesque
Sherbrooke, Quebec
J1N 2X1

THIS ACTION IS BROUGHT AGAINST YOU UNDER THE SIMPLIFIED PROCEDURE PROVIDED IN RULE 76 OF THE RULES OF CIVIL PROCEDURE.

CLAIM

The Plaintiff claims:

- a) Judgment against the Defendant in the amount of \$175,00.000, representing the principal sum claimed by the Plaintiff to the Defendant pursuant to financial deprivation and emotional pain;
- b) Judgment against the Defendant for interest at the rate of 6% per annum, calculated from May 2024 to the date of judgment, in accordance with the agreement between the parties.
- c) In the alternative, the Plaintiff claims pre-judgment interest on the sum of \$175,000.00 pursuant to section 128 of the Courts of Justice Act, R.S.O. 1990, as amended, from the date of demand to the date of judgment.
- d) In the alternative, the Plaintiff claims post-judgment interest pursuant to section 129 of the Courts of Justice Act, R.S.O. 1990, as amended.
- e) If applicable, judgment against the Defendant for general damages, including compensation for irreparable harm sustained by the Plaintiff, in an amount to be determined by this Honourable Court.
- f) If applicable, judgment against the Defendant for punitive and exemplary damages in an amount to be determined by this Honourable Court;
- g) Costs of this action on a substantial indemnity basis, together with any goods and services tax which may be payable on any amount pursuant to the *Excise Tax Act*, R.S.C., 1985, as amended and applicable disbursements; and
- h) Such further and other relief as this Honourable Court deems just.

BACKGROUND INFORMATION

1. The Plaintiff, Étienne Vincent Mario Gadbois, and the Defendant, Katherine Hébert-Vachon, are legally married and have been in a conjugal relationship for approximately fifteen (15) years.
2. During the course of their marriage, the parties cohabited and built a family together, including the raising of four (4) children.
3. Throughout the marriage, the Plaintiff remained committed to the relationship and to the well-being of the family unit.
4. The Defendant was, at a certain period, employed as a lawyer, including a period during which she worked at Hydro-Québec.
5. The Plaintiff alleges that, during the subsistence of the marriage and while the parties were cohabiting, the Defendant engaged in an extramarital relationship with an individual identified as Sandro Cellucci, who was at the time her superior in the workplace.
6. The Plaintiff states that, prior to confirming the existence of any extramarital relationship, he had developed suspicions regarding the Defendant's conduct. When he raised these concerns, the Defendant denied any wrongdoing and suggested that the Plaintiff seek external or professional help. Relying on these representations, and believing that the issues may have been attributable to his own perceptions or conduct, the Plaintiff sought such assistance.
7. The Plaintiff states that he became aware of this alleged relationship after discovering communications, including text messages, which raised serious concerns regarding the nature of the Defendant's conduct.
8. The Plaintiff further alleges that he subsequently confronted Mr. Cellucci, as well as Mr. Cellucci's spouse at the time, following which the existence of the relationship was confirmed to him.

9. The Plaintiff will provide further particulars of these allegations, including supporting documentation, at the appropriate stage of these proceedings.
10. The Plaintiff asserts that this situation caused him significant emotional distress, humiliation, and a breakdown of trust within the marriage.
11. In or about 2025, during a period when the Plaintiff was incarcerated for a short duration, the Defendant is alleged to have engaged in another relationship with an individual identified as “Yannick.”
12. The Plaintiff alleges that this relationship was ongoing during his incarceration and that it continued to undermine the integrity of the marital relationship.
13. Following the end of that relationship, and after the Plaintiff’s release, the Defendant is alleged to have initiated another relationship with an individual identified as “Benjamin.”
14. The Plaintiff will provide further particulars of these allegations, including supporting documentation, at the appropriate stage of these proceedings.
15. The Plaintiff states that the individuals identified herein are those currently known to him based on the information available at this time.
16. The Plaintiff reserves the right to amend this claim and to add further particulars should additional relevant facts or relationships become known through disclosure or otherwise.
17. The Plaintiff states that, despite engaging in these relationships, the Defendant refused to formalize a separation or divorce, thereby maintaining the legal framework of the marriage while simultaneously conducting relationships with other individuals.
18. The Plaintiff alleges that the Defendant’s conduct, taken as a whole, contributed to a prolonged period of emotional suffering, distress, and psychological harm.

19. The Plaintiff further states that the impact of the Defendant's actions was exacerbated by the presence of the parties' four (4) children, and the resulting strain placed on the family environment.
20. The Plaintiff alleges that he has suffered damages, including but not limited to emotional pain, loss of dignity, and mental anguish, as a result of the Defendant's conduct.
21. The Plaintiff further notes that information has come to his attention regarding the Defendant's professional status as a disbarred lawyer; however, he reserves his position in this regard and relies only on facts that can be established in evidence.
22. In addition to the emotional and psychological harm described above, the Plaintiff alleges that he has suffered financial losses as a result of the Defendant's conduct.
23. The Plaintiff states that the Defendant's actions contributed to the breakdown of the financial stability of the household, including increased expenses, misallocation of family resources, and financial decisions made without regard to the interests of the family unit.
24. The Plaintiff further alleges that he incurred additional costs and financial strain arising from the deterioration of the marital relationship, including but not limited to living expenses, disruptions to income, and other consequential financial impacts.
25. The Plaintiff will provide further particulars of these financial losses, including supporting documentation, at the appropriate stage of these proceedings.
26. As a result of the foregoing, the Plaintiff claims damages in the amount of \$175,000.00.
27. The Plaintiff also reserves his rights to pursue recourse, if any, against third parties alleged to have contributed to the damages suffered.
28. No part of the sum of \$178,500.00, has been paid by the Defendant.

CONCLUSION

29. The Plaintiff pleads that, by reason of the Defendant's actions, and the resulting financial deprivation, the Plaintiff is entitled to claim general and punitive damages arising from the Defendant's conduct;
30. The Plaintiffs propose that this action be tried at the Town of Newmarket, in the Province of Ontario;
31. The Plaintiff has performed all conditions precedent necessary to entitle the Plaintiff to judgment.

Dated: April 22, 2026

Lawyer for the Plaintiff

Name and Address:

Valeriy Kurzhev

901-235 Gosford Blv

North York, Ontario, M3N 2W3

ETIENNE VINCENT MARIO GADBOIS

Plaintiff

KATHERINE HEBERT-VACHON

Defendant

Court File No. CV-

CV-26-00001507-0000

ONTARIO

SUPERIOR COURT OF JUSTICE

Proceeding commenced at Newmarket

STATEMENT OF CLAIM

V KURZHEV LAW

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Lawyer for the Plaintiff