

# **Summary Of Case Against Vision Canopy**

## **Case Information**

Ickler Electric Corporation filed suit against Vision Canopy Inc. and Kyle Ahrensberg in San Diego Superior Court. The case number is 25CU045958C and is assigned to Judge James Mangione in Department C-75. The original complaint was filed on August 29, 2025, with an amended complaint following on September 15, 2025.

## **Background Facts**

In March 2021, Ickler began a business relationship with Vision Canopy, which acted as a broker, supplier and seller of goods. Ickler paid Vision Canopy \$278,686 in June 2024 and another \$122,960 in September 2024 for inventory. Vision Canopy delivered only a partial amount of the inventory and failed to pay to have the full inventory released.

Ahrensberg stated the inventory was in the United States and required an additional \$94,000 payment to release. This amount was not part of the original agreement. Ickler offered to loan the \$94,000 if Ahrensberg provided guarantees and allowed attorneys to verify the inventory location. Ahrensberg refused.

On August 23, 2025, Vision Canopy represented the inventory was being held pending tariff-related payments. Ickler alleges this representation was misleading, inaccurate, incomplete and false.

## **Negligent Misrepresentation**

Ickler alleges the defendants made oral and written representations that were deceptive and misleading. They failed to disclose the location of the inventory and had no reasonable grounds for believing their representations were true. Ickler claims it relied on these representations when making payments and entering other agreements.

## **Intentional Misrepresentation**

Ickler alleges the defendants knew their representations were false or made them recklessly. Ickler claims they intended for the company to rely on the false representations, and Ickler actually and justifiably relied on those false statements.

## **Alter Ego Allegations**

Ickler seeks to hold Ahrensberg personally liable by arguing he and Vision Canopy are essentially the same entity. The complaint alleges there was a unity of interest and ownership between Ahrensberg and the company. It claims Ahrensberg wholly controlled and dominated Vision Canopy, that assets and business operations were commingled, and that corporate formalities were ignored. Ickler argues Vision Canopy had no separate existence from Ahrensberg and was used as a sham to avoid individual liability.

## **Damages Sought**

Ickler seeks contract **damages of at least \$1,145,020** plus interest at 10% per annum from June 11, 2024. The company also seeks prejudgment and post-judgment interest, attorney fees, damages under Uniform Commercial Code section 2-713, compensatory damages, and costs of suit. Because the complaint includes fraud claims, Ickler also seeks punitive damages for what it calls malicious, willful and oppressive conduct under California Civil Code section 3294.

## **Case Status**

Default was entered against Vision Canopy Inc. on January 7, 2026 after the company failed to respond to the lawsuit. The case against Ahrensberg individually remains pending.

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Clerk of the Superior Court  
By R. Stille ,Deputy Clerk

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**SUPERIOR COURT OF THE STATE OF CALIFORNIA**  
**COUNTY OF SAN DIEGO**

11 ICKLER ELECTRIC CORPORATION )  
12 )  
13 Plaintiff, )  
14 )  
15 v. )  
16 )  
17 VISION CANOPY INC.; KYLE )  
18 AHRENSBERG; and DOES 1 through 50, )  
19 inclusive, )  
20 )  
21 Defendants. )  
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Case No. 25CU045958C

Action Date: August 29, 2025  
Trial Date: Not Set

Assigned for All Purposes to:  
Judge James Mangione  
Dept. C-75

**FIRST AMENDED COMPLAINT FOR DAMAGES:**

1. BREACH OF CONTRACT;
2. CONVERSION;
3. NEGLIGENCE;
4. QUANTUM MERUIT / UNJUST ENRICHMENT
5. NEGLIGENT MISREPRESENTATION
6. INTENTIONAL MISREPRESENTATION

UNLIMITED CIVIL CASE (Amount  
Demanded Exceeds \$35,000)

**REQUEST FOR JURY TRIAL**

26 COMES NOW, Plaintiff, ICKLER ELECTRIC CORPORATION, alleging causes of  
27 action against Defendants, VISION CANOPY INC., KYLE AHRENSBERG, and DOES 1  
28 through 50, as follows:

1           1.       At all times mentioned in this First Amended Complaint (“Complaint”), Plaintiff  
2 ICKLER ELECTRIC CORPORATION (“ICKLER” or “Plaintiff”), was and is a corporation  
3 existing under the laws of the State of California and doing business in the County of San Diego,  
4 State of California.

5           2.       ICKLER is informed and believes and on that basis alleges, that Defendant  
6 VISION CANOPY INC. (“CANOPY”) is, and at all times mentioned in this Complaint was, a  
7 corporation or other business entity duly organized and existing pursuant to the laws of the State  
8 of California, and for all times at issue was conducting business in the County of San Diego with  
9 a current principal place of business in California.

10          3.       ICKLER is informed and believes and on that basis alleges, that Defendant KYLE  
11 AHRENSBERG (“AHRENSBERG”) was at all relevant times an individual residing in  
12 California and was the CEO, CFO, Secretary and sole owner of CANOPY.

13          4.       ICKLER is unaware of the true names or capacities, whether individual, corporate  
14 or otherwise, as the Defendants as DOES 1 through 50, inclusive, and therefore sues these  
15 Defendants by such fictitious names. ICKLER will seek leave of court to amend this Complaint  
16 when the true names and capacities of such fictitiously named Defendants are ascertained in order  
17 to show their true names and capacities. ICKLER is informed and believes and on that basis  
18 alleges that, each of the fictitiously named Defendants is an appropriate party to this action and is  
19 in some manner is responsible for the conduct and damages alleged in this Complaint.

20          5.       ICKLER is informed and believes and on that basis alleges Defendants, and each  
21 of them, acted as the agent, partner, joint venturer, servant and employee of each of the remaining  
22 Defendants in performing the actions alleged in this Complaint and, in performing such actions,  
23 were acting within the scope of such agency and employment.

24          6.       ICKLER is informed and believes, and thereon alleges, that Defendants CANOPY,  
25 AHRENSBERG, and DOES 1 through 50, inclusive, and each of them, aided and abetted,  
26 conspired, and rendered substantial assistance in the accomplishment of the wrongful acts  
27 complained of herein. In taking action to aid and abet, conspire, and substantially assist in doing  
28 the things hereinafter alleged, defendants acted intentionally and/or recklessly, with an awareness

1 of the primary wrongdoing as herein alleged, and realized that their conduct would substantially  
2 assist the accomplishment of the claims alleged herein, and were aware of their overall  
3 contribution to and furtherance of the conspiracy, common enterprise, and/or common course of  
4 conduct. ICKLER is further informed and believes, and thereon alleges, that Defendants, and  
5 each of them including DOES 1 through 50, participated in, aided and abetted, conspired to  
6 effect, and/or consciously pursued the wrongful conduct herein alleged in order to enrich  
7 themselves at the expense of ICKLER.

8 7. ICKLER is informed and believes, and thereon alleges, that at all relevant times  
9 herein, AHRENSBERG, individually and as the owner of CANOPY, wholly controlled,  
10 dominated, and influenced the actions and activities, and dictated the policies of CANOPY such  
11 that there was a unity of interest and ownership between AHRENSBERG, on the one hand, and  
12 CANOPY, on the other, and the individuality and separateness of CANOPY ceased and/or never  
13 existed. CANOPY is the alter ego of AHRENSBERG without any separate existence, have  
14 commingled assets, have commingled business operations, have ignored corporate formalities,  
15 and have exercised such dominion and control over the Inventory. It would be unjust for  
16 CANOPY or AHRENSBERG to avoid individual liability for illegal and unlawful actions and  
17 operations through the use of a sham entity.

18 8. Venue is proper in this Court because the events, happenings, occurrences, and  
19 transactions as hereinafter alleged, primarily occurred within the City of San Diego, County of  
20 San Diego, State of California, and within the jurisdiction of the Central District of the San Diego  
21 Superior Court. In addition, the underlying written agreements at issue were negotiated and/or  
22 executed in San Diego and San Diego Superior Court is the proper venue.

### 23 **BACKGROUND FACTS**

24 9. On or about March, 2021, ICKLER began a business relationship with CANOPY  
25 and/or AHRENSBERG and entered into certain agreements, including written and/or oral  
26 agreements, wherein CANOPY and/or AHRENSBERG acted as a broker, supplier and/or seller  
27 of certain goods and products.

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1           10.     On or about June, 2024, CANOPY and/or AHRENSBERG agreed to procure, sell,  
2 supply and/or act as a broker to deliver certain goods and products to ICKLER (“Inventory”). In  
3 exchange for the foregoing, including CANOPY and/or AHRENSBERG ensuring delivery of the  
4 Inventory, ICKLER paid in full for the Inventory, which was evidenced by relevant invoices and  
5 CANOPY’s and/or AHRENSBERG’s express acknowledgment to ICKLER. However,  
6 CANOPY and/or AHRENSBERG only delivered a partial amount of the Inventory and failed and  
7 refused to pay to have the full Inventory released and delivered to ICKLER per the agreement of  
8 the parties. In addition, CANOPY and/or AHRENSBERG has failed and refused to cooperate in  
9 good faith to identify the location of the Inventory and/or use the money paid to CANOPY and/or  
10 AHRENSBERG by ICKLER to have the rest of the Inventory released to ICKLER.

11           11.     On or about June 11, 2024 and on or about September 17, 2024, ICKLER paid  
12 CANOPY and/or AHRENSBERG \$278,686 and \$122,960, respectively, for the Inventory.  
13 Subsequently, CANOPY and/or AHRENSBERG failed to deliver the full Inventory to ICKLER.  
14 ICKLER is informed and believes and on that basis alleges that AHRENSBERG admitted that the  
15 Inventory is located in the United States awaiting payment of \$94,000, which amount is over and  
16 above what ICKLER contracted and paid for the Inventory. In good faith, ICKLER offered to  
17 loan the \$94,000 to CANOPY and/or AHRENSBERG with certain guarantees from CANOPY  
18 and/or AHRENSBERG along with confirmation of the Inventory’s location in the United States  
19 to be verified by ICKLER’s counsel. However, CANOPY and/or AHRENSBERG refused and  
20 would not agree, thereby forcing ICKLER to file the instant Complaint since the Inventory is  
21 needed for scheduled construction projects.

22           12.     On or about August 23, 2025, CANOPY and/or AHRENSBERG represented to  
23 ICKLER that the Inventory was in the United States and being held pending tariff-related  
24 payments, as referenced herein. ICKLER is informed and believes and on that basis alleges that  
25 representations regarding the Inventory were misleading, inaccurate, incomplete and/or false and  
26 CANOPY and/or AHRENSBERG knew them to be so at the time of the representation to  
27 ICKLER.

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13. ICKLER is informed and believes and on that basis alleges that it has fully and completely performed all of its obligations pursuant to the written and/or oral agreements with CANOPY and/or AHRENSBERG or was otherwise relieved of any contractual obligation by CANOPY's and/or AHRENSBERG's failure to perform its obligations.

## FIRST CAUSE OF ACTION

## Breach of Contract

(Alleged Against CANOPY and AHRENSBERG and DOES 1 through 50)

14. ICKLER alleges, and incorporates herein by this reference, each of the allegations set forth above as though fully set forth herein.

15. ICKLER is informed and believes, and thereon alleges, that pursuant to the terms of the written and/or oral agreement(s) between ICKLER and CANOPY and/or AHRENSBERG, CANOPY and/or AHRENSBERG undertook certain obligations, including but not limited to ensuring timely delivery of goods and products ordered and paid for by ICKLER. The terms of the agreements were acknowledged in writing and accepted by CANOPY and/or AHRENSBERG and ICKLER paid in full for the invoices submitted by CANOPY and/or AHRENSBERG.

16. ICKLER is informed and believes, and thereon alleges, that CANOPY and/or AHRENSBERG failed to timely provide the full Inventory to ICKLER, refused and failed to make payment to the supplier to release the full Inventory, and continues to refuse to provide information as to the location of the goods and products and/or the identity of the supplier and/or seller. ICKLER has fully performed all conditions, covenants and promises required by it to be performed in accordance with the terms and conditions of said agreement(s).

17. ICKLER is informed and believes, and thereon alleges, that CANOPY, AHRENSBERG and DOES 1-50, and each of them, have breached said written and/or oral agreements, including but not limited to failing to provide the Inventory that ICKLER has paid for, failing to provide full payment to the supplier and/or seller to release the full Inventory and failing and refusing to provide information to ICKLER to allow it to take possession of the Inventory that was paid for by ICKLER.

18. As a direct and proximate result of the CANOPY's and/or AHRENSBERG's breach of contract, ICKLER has been damaged in a sum of at least \$1,145,020 together with legal

1 interest at the rate of ten percent (10%) per annum from June 11, 2024.

2 19. Prior to filing this Complaint, ICKLER made numerous demands for the Inventory  
3 and information and attempted to work in good faith with Defendants CANOPY,  
4 AHRENSBERG and DOES 1 through 50, inclusive. However, Defendants have refused and/or  
5 failed to act in good faith and/or acknowledge liability, necessitating this Complaint.

6 **SECOND CAUSE OF ACTION**

7 **Negligence**

8 **(Alleged Against CANOPY and AHRENSBERG and DOES 1 through 50)**

9 20. ICKLER alleges, and incorporates herein by this reference, each of the allegations  
10 set forth above as though fully set forth herein.

11 21. ICKLER is informed and believes, and thereon alleges, that CANOPY,  
12 AHRENSBERG and DOES 1-50, had duties to exercise reasonable care to, among other things,  
13 retain, hire, broker, sell, supply, perform vetting, supervise and/or train individuals, employees,  
14 and/or independent contractors to ensure that the Inventory would be shipped, timely paid for and  
15 delivered in a reasonably careful manner and in accordance with government codes and industry  
16 standards.

17 22. ICKLER is informed and believes, and thereon alleges, that CANOPY,  
18 AHRENSBERG and DOES 1-50 had a contractual duty with ICKLER and/or that ICKLER was a  
19 third-party beneficiary of any agreements to ensure that the Inventory was paid for and  
20 successfully handled and delivered.

21 23. ICKLER is informed and believes, and thereon alleges, that CANOPY,  
22 AHRENSBERG and DOES 1-50 breached their duty of care by failing to retain, hire, broker, sell,  
23 supply, perform vetting, supervise and/or train individuals, employees, and/or independent  
24 contractors to ensure that the Inventory would be shipped, timely paid for and delivered in a  
25 reasonably careful manner and in accordance with government codes and industry standards.

26 24. As a direct and proximate result of the acts and omissions by CANOPY,  
27 AHRENSBERG and DOES 1-50, ICKLER has been damaged and will continue to suffer damage  
28 in an amount presently unknown but believed to be in excess of the Court's jurisdictional  
minimum to be proven at trial.



**THIRD CAUSE OF ACTION**  
**Conversion**

**(Alleged Against CANOPY and AHRENSBERG and DOES 1 through 50)**

25. ICKLER alleges, and incorporates herein by this reference, each of the allegations set forth above as though fully set forth herein.

26. ICKLER is informed and believes, and thereon alleges, that ICKLER has the right to possess the Inventory wrongfully retained by CANOPY, AHRENSBERG and DOES 1-50, based on ICKLER's payment for the Inventory and the fact that CANOPY and/or AHRENSBERG either did not properly perform its services and/or improperly retained and failed to deliver the Inventory. ICKLER is further informed and believes, and thereon alleges, that ICKLER has the right to possess the money paid for the services that Defendants did not properly perform and/or the Inventory that Defendants improperly retained without notice or consent to ICKLER.

27. ICKLER is informed and believes, and thereon alleges, that CANOPY, AHRENSBERG and DOES 1-50, interfered with ICKLER's property rights by knowingly and intentionally taking possession of the money paid by ICKLER and/or Inventory in a way that is inconsistent with ICKLER's ownership and possession.

28. ICKLER is informed and believes, and thereon alleges, that CANOPY, AHRENSBERG and DOES 1-50's wrongful retention of the payments and Inventory constitute conversion.

29. ICKLER is informed and believes, and thereon alleges, that CANOPY, AHRENSBERG and DOES 1-50 have not returned the payments or released the full Inventory due to ICKLER or compensated ICKLER for the damages suffered as a result of CANOPY's, AHRENSBERG's and DOES 1-50's wrongful conversion.

30. ICKLER did not consent to CANOPY's, AHRENSBERG's and DOES 1-50's retention of payments or Inventory and experienced harm as a result.

31. CANOPY's, AHRENSBERG's and DOES 1-50's conduct was a substantial factor in causing ICKLER's injury and ICKLER is entitled to damages in an amount to be determined at trial.

**FOURTH CAUSE OF ACTION**  
**Quantum Meruit / Unjust Enrichment**  
**(Alleged Against CANOPY and DOES 1-50, inclusive)**

32. ICKLER alleges, and incorporates herein by this reference each of the allegations set forth above as though fully set forth herein.

33. ICKLER is informed and believes, and thereon alleges, that ICKLER hired, retained and/or used CANOPY, AHRENSBERG and DOES 1-50, related to the Inventory. CANOPY, AHRENSBERG and DOES 1-50, have been unjustly enriched by virtue of the fact that ICKLER paid them for Inventory, labor and/or services related to the Inventory that they did not properly perform and/or ICKLER's Inventory was not properly delivered.

34. ICKLER is informed and believes, and thereon alleges, that CANOPY, AHRENSBERG and DOES 1-50 received this benefit at ICKLER's expense by retaining payments and/or the Inventory to which they were not entitled.

35. As a matter of equity, ICKLER is entitled to restitution of the amount, which will be established at trial, that it paid to CANOPY and/or AHRENSBERG for the cost and/or market value of the Inventory retained by CANOPY, AHRENSBERG and DOES 1-50 and/or the money paid to CANOPY and/or AHRENSBERG for work and/or services that were not properly performed by CANOPY and/or AHRENSBERG.

**FIFTH CAUSE OF ACTION**  
**Negligent Misrepresentation**  
**(Alleged Against CANOPY and AHRENSBERG and DOES 1 through 50)**

36. ICKLER alleges, and incorporates herein by this reference, each of the allegations set forth above as though fully set forth herein.

37. ICKLER is informed and believes, and thereon alleges, that CANOPY, AHRENSBERG and DOES 1-50 had the duty to not engage negligently in misrepresentation and misleading business practices and that CANOPY, AHRENSBERG and DOES 1-50 breached these obligations and engaged in practices that were deceptive and misleading in a material way when making oral and written representations to ICKLER, and/or withholding or failing to disclose material information related to the Inventory, including failing to advise and disclose to ICKLER the location of the Inventory and related issues as to the Inventory's release.

38. At the time each of these representations were made and/or withheld, CANOPY, AHRENSBERG and/or DOES 1-50 had no reasonable grounds for believing the representations were true and intended that ICKLER rely on the representations. In fact, these representations were false.

39. Each of the representations was reasonably relied upon by ICKLER and material to their decisions, including issuing certain payments to CANOPY, AHRENSBERG and DOES 1-50, proceeding with the agreements and/or entering into other agreements that required the Inventory.

40. The representations made by CANOPY, AHRENSBERG and DOES 1-50 caused damages to ICKLER when ICKLER actually and justifiably relied on the representations, including issuing certain payments for the Inventory and/or entering into other agreements that required the Inventory.

41. As a direct and proximate cause of the false statements and representations or withholding of material information by CANOPY, AHRENSBERG and DOES 1-50, ICKLER has been damaged in an amount to be proven at trial.

## **SIXTH CAUSE OF ACTION**

### **Intentional Misrepresentation**

**(Alleged Against CANOPY and AHRENSBERG and DOES 1-50, inclusive)**

42. ICKLER incorporates herein by this reference each of the allegations set forth above as though fully set forth herein.

43. ICKLER is informed and believes, and thereon allege, that CANOPY, AHRENSBERG and DOES 1-50 had the duty to not engage intentionally in misrepresentation and misleading business practices and that CANOPY, AHRENSBERG and DOES 1-50 breached these obligations and engaged in practices that were false, deceptive and misleading in a material way when making oral and written representations to ICKLER, and/or withholding or failing to disclose material information related to the Inventory, including failing to advise and disclose to ICKLER the location of the Inventory and related issues as to the Inventory's release.

44. At the time each of these representations were made and/or withheld, CANOPY, AHRENSBERG and/or DOES 1-50 knew the representations to be false or made the

1 representations recklessly and without regard for the truth and intended that ICKLER rely on the  
2 representations.

3 45. Each of the representations was reasonably relied upon by ICKLER and material  
4 to their decisions, including issuing certain payments to CANOPY, AHRENSBERG and DOES  
5 1-50, proceeding with the agreements and/or entering into other agreements that required the  
6 Inventory.

7 46. The representations made by CANOPY, AHRENSBERG and DOES 1-50 caused  
8 damages to ICKLER when ICKLER actually and justifiably relied on the representations,  
9 including issuing certain payments for the Inventory and/or entering into other agreements that  
10 required the Inventory.

11 47. As a direct and proximate cause of the intentionally false statements and  
12 representations by CANOPY, AHRENSBERG and DOES 1-50, ICKLER has been damaged in  
13 an amount to be proven at trial.

14 48. CANOPY, AHRENSBERG and DOES 1-50 engaged in the above acts  
15 maliciously, willfully, and oppressively, and with the intent to harm ICKLER and in conscious  
16 disregard of ICKLER's rights and with an intent to vex, injure or annoy ICKLER such as to  
17 constitute oppression, fraud or malice under California Civil Code section 3294. ICKLER is  
18 therefore entitled to punitive damages in an amount sufficient to punish and make an example of  
19 CANOPY, AHRENSBERG and DOES 1-50 and to prevent further harm to others.

20 Wherefore, ICKLER prays for judgment against CANOPY, AHRENSBERG and DOES  
21 1-50, inclusive, as follows:

- 22 A. For contract damages in the amount of at least \$1,145,020 subject to proof at trial;
- 23 B. For contract interest subject to proof or, in the alternative, for legal interest at the  
24 rate of ten percent (10%) per annum;
- 25 C. For prejudgment and post-judgment interest as allowed by law;
- 26 D. For reasonable attorney's fees as allowed per statute or contract;
- 27 E. For damages pursuant to Uniform Commercial Code section 2-713;
- 28 F. For compensatory, general and special damages according to proof at time of trial;

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- G. For punitive damages;
- H. For costs of suit; and
- I. For such other and further relief as the Court deems just and appropriate.

DATED: September 15, 2025

BT Advisors

*Andre Robin*

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Attorneys for Plaintiff ICKLER ELECTRIC  
CORPORATION