Court File No. CV-20–00649154–00CL

ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST

B E T W E E N:

CLEARFLOW COMMERCIAL FINANCE CORP.

Applicant

-and-

TRIGGER WHOLESALE, INC., THE EN CADRE GROUP INC.,
MARK GDAK, JAIMEE LYNN GDAK and JAIMAK REAL PROPERTIES INC.

Respondents

APPLICATION UNDER Sections 243(1) and 47(1) of the *Bankruptcy and Insolvency Act*, R.S.C.1985, c. B-3, Section 101 of the *Courts of Justice Act*, R.S.O. 1990, c. C.43 and Rule 40.01 of the *Rules of Civil Procedure*

MOVING PARTY'S FACTUM

Interim Relief Without Notice

October 8, 2020

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MOVING PARTY'S FACTUM – INTERIM RELIEF

PART I - INTRODUCTION

1. On this Application, the Applicant (the "**Applicant**" or "**Clearflow**") ultimately will be seeking, *inter alia*, the Appointment of Grant Thornton Limited (the "**Receiver**") as Receiver over all of the assets, undertakings and properties of the (the "**Property**") pursuant to section 243(1) of the Bankruptcy and Insolvency Act, R.S.C. 1985, c. B-3, as amended (the "**BIA**") and section 101 of the Courts of Justice Act, R.S.O. 1990, c. C.43, as amended (the "**CJA**").

2. On this initial return date of the Application, Clearflow is seeking, on a without-notice basis, an Order appointing the Receiver as Interim Receiver pursuant to s. 47(1) of the BIA over the assets of the Respondents Trigger Wholesale, Inc. ("**Trigger**"), and The En Cadre Group Inc. ("**En Cadre**").

3. Pursuant to the jurisdiction granted to the Court under to s. 47(2)(c) of the BIA to include in an Interim Receivership Order terms providing for conservatory measures as may be appropriate, and pursuant to s. 101 of the CJA to make such interim orders in cases of urgency as may be just and a appropriate, Clearflow requests that the Court include in the Interim Receivership Order terms providing for

(a) the preservation of, and preventing the spoliation, alteration and destruction of, relevant evidence, specifically, requiring all parties with notice of the Interim Order to cooperate fully with the Interim Receiver, and, in particular, to relinquish to the Interim Receiver forthwith upon request any books, records, email messages, correspondence, electronic records or documents of any sort relevant to the matters in issue, including information contained on or in any computers, laptops, mobile devices in the affected parties' care, power or control pending the hearing of the main Application; and

(b) reasonable and time-limited restrictions on the remaining Respondents, namely, Mark Gdak ("**Gdak**"), Jaimee Gdak ("**Jaimee**") and Jaimak Real Properties Inc. ("**Jaimak**"), respecting the disposition or encumbrance of assets pending the return of the within Application.

4. This request for Interim Relief has become necessary as a result of recently-discovered evidence of a massive, long-standing, organized pattern of fraud that has come to the attention of Clearflow very recently, based on multiple instances of clear and convincing evidence from different and independent sources.

5. The dollar amounts involved in the fraud could potentially total in the hundreds of millions of dollars.

6. The evidence of fraud on the part of the Respondents as detailed in the Affidavits sworn in support of this Application, particularly, evidence of forgery, alteration of documents and fabrication of false documents, makes it not only possible, but likely, that the Gdaks will destroy or alter evidence, remove assets from the jurisdiction and conceal the existence of assets during the 10-day period after service of the required Notices of Intention to Enforce Security pursuant to s. 244 of the BIA ("**NITES**"). Presumably Trigger will wish to respond to this Application which could result in a delay significantly longer than the statutorily-required ten days between service of the NITES and the hearing of the Application.

7. Accordingly, the Applicant submits that this is an appropriate case for, and the interests of justice require, the extraordinary remedy of interim relief on a without notice basis. Clearflow submits that there is a high degree of likelihood that its security position will significantly erode if the Gdaks or anyone else associated with Trigger are permitted to remain in control of the assets, inventory, books and records, computers and other property of Trigger and En Cadre.

8. In these circumstances, an Interim Receivership Order over Trigger and En Cadre coupled with appropriate restrictions on the ability of the other Respondents to destroy or alter evidence or to transfer, deplete or encumber assets, is just and appropriate.

PART II - SUMMARY OF FACTS

9. Clearflow is a federally-incorporated Canadian company that has been in business for the past five years of providing financing to medium-sized businesses in Ontario, typically through factoring of accounts receivable, although Clearflow occasionally extends other types of credit facilities to its customers in addition to factoring of accounts receivable.

Affidavit of Martin Rees sworn October 8, 2020 (the "Rees Affidavit") para 2

10. The Respondent Trigger is one of Clearflow's customers pursuant to three separate credit facilities, summarized in the Affidavit of Sandy Kanichis filed in support of this Application. The total amount owed by Trigger in favour of Clearflow was, as of October 6, 2020, $48,625,279.75.[1].

Affidavit of Sandy Kanichis sworn October 8, 2020 (the "Kanichis Affidavit") para. 4

11. Trigger is an Ontario-incorporated company that is allegedly in the business of importing and distributing firearms, particularly shotguns, and associated ammunition to customers throughout Canada. Trigger did also sell certain other weapons until banned by recent federal legislation. Trigger's customers allegedly include small gun shops, the military, police forces and large retailers, specifically, Canadian Tire and Home Hardware.

Home Page from Trigger's website, Rees Affidavit, Exhibit "D"

Corporation Profile Report in respect of Trigger, Rees Affidavit, Exhibit "E"

[1] The total amount of indebtedness shown on the Demands for Repayment to be served by Clearflow does not include additional amounts due and owing to Clearflow pursuant to the Royalty Agreement, defined below, as a result of the termination of Clearflow's credit facilities with Trigger.

12. The Respondents En Cadre, Gdak and Jaimee have each executed continuing and unlimited guarantees of the indebtedness of Trigger in favour of Clearflow. Clearflow holds security against all of the personal property and assets of Trigger and En Cadre in the form of separate General Security Agreements over each company, each of which specifically contemplates the appointment of a receiver in the event of default..

Guarantees of Gdak, Jaimee and En Cadre, Rees Affidavit, Exhibit "A"

General Security Agreements in favour of Clearflow executed by Trigger and En Cadre, Rees Affidavit, Exhibit "B"

Ontario *Personal Property Security Act* searches on Trigger and En Cadre, Rees Affidavit, Exhibit "C"

13. Trigger and/or En Cadre's assets consist of:

(a) accounts receivable due and owing from customers of Trigger;

(b) firearms and ammunition inventory owned by Trigger allegedly stored in a secured and licensed facility in Waterloo, Ontario;

(c) an alleged interest in real property located in Waterloo, Ontario, purportedly owned by the Respondent En Cadre, with a purported value of $48 million, pursuant to an as-of-yet uncompleted, executed Agreement of Purchase and Sale provided to Clearflow by Trigger as evidence of the asset owned by the Respondents; and

(d) miscellaneous assets including office equipment and computers, a large and sophisticated 3D printer, goodwill, and customer lists.

Rees Affidavit, Para. 6

Rees Affidavit, Exhibits I through L

Affidavit of Glenn Petersen sworn October 8, 2020, para.5, Exhibits A, B and C

14. The Respondents Jaimee and Jaimak Real Properties Inc. ("**Jaimak**") own certain real property located in Waterloo Ontario, and in Huron County, Ontario. There is good reason to believe that title to these properties was placed in the names of Jaimee or Jaimak in an effort to shield assets from the reach of Clearflow and other creditors in the event that the fraudulent scheme was discovered. In any event, at this time these properties may be an important source of recovery for Clearflow. Given that Jaimee, whom it is submitted the evidence suggests is aware of and involved in the fraud, is the sole director of Jaimak or the direct owner of these properties, it is appropriate that the Court restrict the ability of Jaimee and Jaimak to transfer or encumber them pending a full hearing on the merits of this case.

Kanichis Affidavit, Para. 19

Parcel Pages for the Subject Real Property, Kanichis Affidavit, Exhibit "E"

15. Gdak and Jaimee are both directors of Trigger.. Jaimee has been actively involved in Trigger's business and has served in a senior accounts receivable collection capacity. The fraud perpetrated in this case specifically relates to falsification of accounts receivable, including invoices, making it likely that Jaimee was at all material times aware of and participated in the fraudulent action described below. Jaimee is the sole officer and director of Jaimak Real Properties Inc..

Corporation Profile Report in respect of Trigger, Rees Affidavit, Exhibit "E"

Corporation Profile Report in respect of En Cadre, Rees Affidavit, Exhibit "F"

Corporation Profile Report in respect of Jaimak Real Properties Inc. Rees Affidavit, Exhibit "G"

16. Clearflow is applying for the appointment of a Receiver pursuant to s. 243 of the BIA as a result of the occurrence of certain events of default on the part of Trigger pursuant to the relevant credit facilities between Clearflow and Trigger. Written demands for repayment (the "**Demands**") and Notice of Intention to Enforce Security (the "**NITES**") are about to be sent to Trigger and its guarantors. The Demands and NITES indicate to the Court the nature of the events of default on the part of Trigger that give rise to the Demands, as well as the total indebtedness owed by Trigger in favour of Clearflow, which as stated above, is nearly $50 million.

Demands and NITES, Rees Affidavit, Exhibit "H"

17. The fraud is summarized in detail in the Affidavits filed in support of this Application, and consists of knowingly-false misrepresentations made by Gdak to Clearflow, on behalf of Trigger and En Cadre, with the knowledge and participation of Jaimee, allegedly evidenced by:

(a) dozens, if not hundreds of falsified invoices provided to Clearflow as evidence of accounts receivable that did not exist at any time;

(b) multiple falsified purchase orders provided to Clearflow as further evidence that Trigger was doing business with Canadian Tire and Home Hardware when in fact, either Trigger was doing no business at all with these retailers, or was doing a much smaller volume of business with them than the falsified purchase orders would suggest;

(c) a forged transfer of real property provided to Clearflow by Gdak on behalf of En Cadre, designed to make it look like En Cadre owns real property located in Waterloo, Ontario with an alleged value of $48 million, when, in fact, En Cadre does not hold any interest in the said property;

(d) fake email addresses provided to Clearflow by Gdak purporting to be the email addresses of executives at Canadian Tire and Home Hardware, which email addresses are, in fact, not email addresses of Canadian Tire or Home Hardware employees;

(e) a falsified Real Property Agreement of Purchase and Sale, showing non-existent corporations as purchasers, provided to Clearflow as evidence that En Cadre is in the process of selling the property denoted above (which it does not own and the real owners of which are unconnected to En Cadre) for a purchase price of $48 million;

(f) verbal and email impersonations of executives employed by Canadian Tire and Home Hardware stores in connection with the phony email addresses; and

(g) forged cheques, made to look like payments by Canadian Tire and Home Hardware to Trigger for firearms allegedly purchased by and delivered to multiple locations of each of those retailers.

18. The evidence supports the conclusion that the fraud has been orchestrated in an effort to induce Clearflow to advance tens of millions of dollars to Trigger, which it has done in good faith reliance on the truthfulness of the representations made, and documentation supplied, by Gdak. The nature and extent of the fraud is such that anyone in a management position at Trigger must have been at least aware of the fraud.

19. Clearflow is not aware of the extent of its losses resulting from the fraud, except that it is in the millions and possibly tens of millions of dollars, Clearflow is requesting this interim relief only to preserve its rights and to safeguard the value of its security pending a full hearing of this Application on the merits.

20. Clearflow recognizes the onus upon it to make full and frank disclosure of all necessary facts and has made every attempt to be fair to the positions that Trigger et al might take in response to this Application if they were before the Court. It is submitted that the Rees Affidavit in particular contains a detailed list of the facts and arguments that the Respondent would likely make if they were before the Court.

21. In addition to the facts set out in the Rees Affidavit, the Applicant adds that there may be a perfectly explainable reason, such as seasonal fluctuation in demand for hunting firearms, for the massive increase in over-90 day AR identified as a major concern to Clearflow in the Affidavits filed in support of the Application. The Applicant may point out that there have been major fluctuations in the levels of over-90 day AR throughout the lending/factoring relationship between Trigger and Clearflow.

22. The Applicant's response to this would be, it is submitted, that both an explanation for the increase in over-90 Day AR or the occurrence of fluctuations in the past is irrelevant; as the Demands and NITES indicate, the very fact of the massive increase in over-90 day AR, regardless of the explanation for same, is sufficient for Clearflow to conclude that its position is materially threatened and that it is uncomfortable with its factoring/ lending relationship with Trigger and that it wishes to terminate the credit facilities and move for the appointment of a Receiver.

23. Even in the face of any such contrary positions that the Respondents might take, it is respectfully submitted that there is no conceivable explanation for the forged invoices, falsified purchase orders, false email addresses and forged real estate documents. It is respectfully submitted that no matter what evidence is adduced or positions taken by Trigger, it is beyond peradventure that a fraud has been committed.

PART III - THE ISSUES

24. It is respectfully submitted that the issues on this interim Application are:

(a) Should the Court appoint an interim receiver over the Property of Trigger and En Cadre?

(b) what additional terms are necessary in the Interim Receivership Order (or any such Order as the Court may see fit to issue on the initial return of the Application) to protect the interests of Clearflow pending a full hearing on the merits of this Application?

PART IV - THE LAW

ISSUE 1: Should an Interim Receiver be Appointed over the Assets of Trigger and En Cadre?

<u>The Applicable Legal Principles with Respect to Motions for Interim Relief Without Notice</u>

25. Clearflow respectfully submits that, in the circumstances of this case, the granting of interim relief on a without notice basis is perfectly appropriate, and is in the interests of justice, given the clear and convincing evidence of fraud on the part of Gdak on behalf of both Trigger and En Cadre, and the involvement of others, particularly but not limited to Jaimee in the fraud.

26. It is respectfully submitted that the comments made by Divisional Court in the recent case of *2092280 Ontario Inc*. v. *Voralto Group Inc*. are directly applicable to the case at bar:

> where evidence discloses a strong *prima facie* case that Defendants perpetrated a premeditated, substantial fraudulent scheme against innocent victims, the law's reluctance to allow prejudgment execution must yield to the more important goal of ensuring that the civil justice system provides a just and enforceable remedy against misconduct
>
> ***2092280 Ontario Inc*. v. *Voralto Group Inc*, 2018 ONSC 2305 (Canlii), Ont. Div Court per Thorburn, McKelvey and Myers JJ. (hereinafter "*Voralto Group*") at para. 28**

27. In addition, the Divisional Court made it clear in *Voralto Group* that direct evidence of an intent to remove assets from the jurisdiction is not necessary for the Court to issue an interim remedy on a without notice basis. The Court can infer the requisite intent based on evidence of prior fraudulent conduct.

***Voralto Group*, supra, at para, 23**

28. It is further submitted that the following observation made by Strathy J., as he then was, in *Sibley & Associates LP* v. *Ross* in respect of granting prejudgment interim relief in cases of fraud is applicable in the case at bar:

> It is not necessary to show that that the defendant has bought an air ticket to Switzerland, has sold his house, and has cleared out his bank accounts. It should be sufficient to show that all the circumstances, including the circumstances of the fraud itself, demonstrate a serious risk…
>
> ***Sibley & Associates LP* v. *Ross*, 2011 ONSC 2951 (Ont. SCJ, per Strathy J. as he then was)**

29. It is respectfully submitted that, the principles delineated by the Courts, including at least one appellate Court, in the above cases, make this is an appropriate case for the Court to issue such Orders as are necessary in order to protect the interests of Clearflow, to ensure that Clearflow has access to a just and enforceable remedy against the misconduct of Gdak et al.

The Test for the Appointment of An Interim Receiver

30. Pursuant to subsection 47(1) of the BIA, the Court has the power to appoint an interim receiver of all or any part of the debtor's property if a court is satisfied that a notice is about to be sent or was sent under subsection 244(1) of the BIA. Subsection 47(1) of the BIA provides:

> 47.(1) If the court is satisfied that a notice is about to be sent or was sent under subsection 244(1), it may, subject to subsection (3), appoint a trustee as interim receiver of all or any part of the debtor's property that is subject to the security to which the notice relates until the earliest of
>
> (a) the taking of possession by a receiver, within the meaning of subsection 243(2), of the debtor's property over which the interim receiver was appointed;
>
> (b) the taking of possession by a trustee of the debtor's property over which the interim receiver was appointed, and

> (c) the expiry of 30 days after the day on which the interim receiver was appointed or of any period specified by the court.
>
> **Subsection 47(1), BIA**

31. As a threshold issue, where an appointment is to be made under section 47(1) of the BIA, the Court must be satisfied that the appointment of an interim receiver is necessary to protect either: (a) the debtor's estate, or (b) the interests of the creditor who sent a notice under section 244(1) of the BIA.

> **Subsection 47(3) BIA**.

32. The test for the appointment of a receiver under s. 101 of the *Courts of Justice Act* is whether such appointment would be just or convenient. Section 101 of the *Courts of Justice Act* provides as follows:

> 101(1) In the Superior Court of Justice, an interlocutory injunction of mandatory order may be granted or a receiver or receiver and manager may be appointed by an interlocutory order, where it spears to a judge of the court to be just or convenient to do so.
>
> **Section 101 of the *Courts of Justice Act*, R.S.O. 1990, c. C.43 , as amended.**

33. In *Callidus Capital Corp*. v. *CarCap Inc*. Madam Justice Mesbur set out the issues the Court will consider in determining whether to appoint an interim receiver. The Court must have regard to all the circumstances, but in particular to:

> (a) the effect on the parties of appointing the receiver. This includes potential costs and the likelihood of maximizing return on and preserving the subject property;
>
> (b) the parties' conduct; and
>
> (c) the nature of the property and the rights and interests of all parties in relation to it.

***Callidus Capital Corp*. v. *CarCap Inc*., 2012 CarswellOnt 480, 2012 ONSC 163 (Ont.S.C.J.[Commercial List]) ("Callidus"), at para. 41**.

34. Additionally, the fact that the moving party has a right under its security documentation to appoint a receiver is an important factor to be considered. While the appointment of a receiver is generally viewed as an extraordinary remedy, in cases where the security documentation of the moving party provides for a private or court appointed receiver, the issue is reduced to a consideration of whether it is in the interests of all concerned to have the receiver appointed by the Court. An additional factor that militates in favour of appointing a receiver is loss of faith in the management of the debtor company.

***EMP Global Services Inc.* v. *Signfici Solutions Inc.*, 2012 CarswellOnt 281, 2012 ONSC 288 (Ont. S.C.J. [Commercial List])**

***Callidus*, at paras. 43, 45 and 51.**

35. It is not necessary for a creditor, whose security documentation provides for the appointment of a receiver, to demonstrate that it will suffer irreparable harm if the appointment of a receiver is not granted by the Court.

***Callidus*, at paras. 42-44.**

36. The Court will generally appoint a receiver when it is necessary to (a) enforce rights between the parties, (b) to preserve of assets pending judgment, or (b) where there is a serious apprehension about the safety of the assets.

***Callidus* at paras. 43, 45.**

37. An interim receiver will be appointed on very short notice if its is necessary to preserve and protect debtor’s estate and the interests of the applicant creditor.

> ***Royal Bank* v. *Applied Energy Systems Inc.*, 2009 CarswellOnt 7797 (Ont. S.C.J. [Commercial List]), paras. 2, 4.**

38. The remedy of an Interim Receivership has been approved recently in a number of Ontario Commercial List cases, particularly in *Canadian Equipment Financing and Leasing Inc*. v. *Eveley International Corporation*, in which McEwen J. granted the appointment of an Interim Receiver in order to preserve assets and safeguard the interests of secured creditors.

> ***Canadian Equipment Financing and Leasing Inc*. v. *Eveley International Corporation,* April 23, 2020, CV-20-00639897-00CL, Factum of the Applicant**
>
> ***Canadian Equipment Financing and Leasing Inc*. v. *Eveley International Corporation,* April 23, 2020, CV-20-00639897-00CL, Handwritten Endorsement of McEwen J.**

ISSUE TWO: What Additional Relief Should be Granted by the Court?

39. It is respectfully submitted that the evidence supports the inclusion of terms in the Interim Order that apply to all of the Respondents, including their officers, directors, employees and representatives. Specifically, it is respectfully submitted that all such representatives of Trigger should be required to:

(a) cooperate fully with the receiver and comply immediately with all requests for information and documentation made by the Receiver;

(b) to immediately turn over to the Receiver all evidence, particularly evidence recorded on laptop computers of mobile devices that relate to Trigger or are relevant in any way to the matters in issue on this Application, whether specifically requested by the Receiver or not, including all books and records, documents, information, correspondence of any nature whatsoever, including electronically-stored information, documents, etc.

(c) preserve in the current and native format all such evidence and to take no steps whatsoever to erase, delete, alter, spoil or otherwise dispose of any documents, information, etc in their care, possession or control;

(d) preserve any such documents, information etc regardless of whether such information, documents etc are stored on personally-owned devices, laptops etc that are not owned Trigger. The touchstone for the preservation/non-spoilation order ought to be, it is submitted, relevance and not what party owns the particular device on which such information is stored.

40. Additionally, given the extent and nature of the fraud involved in this case, it is just and appropriate that certain restrictions be imposed on the Respondents who are not being placed into immediate Interim Receivership, with respect to their ability to dispose of, dissipate, transfer or encumber assets pending a full hearing on the merits of the within Application. A request for judgment against Gdak and Jaimee in respect of their Guarantees is included in the relief requested from the Court on this Application. It is submitted that the proposed restrictions are reasonable, proportionate and take into account the interests of all the various stakeholders.

PART V - ORDER REQUESTED

41. For the reasons set out above, Clearflow hereby requests that this Honourable Court issue an interim Order pursuant to s. 47(1) of the BIA appointing the Receiver as Interim Receiver over the assets and undertakings of Trigger and En Cadre, and that such Order include such conservatory measures with respect to the remaining Respondents and other representatives of Trigger or En Cadre as are set out in the draft Order submitted to the Court for consideration.

42.

ALL OF WHICH IS RESPECTFULLY SUBMITTED this 12th day of October, 2020.

Original signed by:
Jeffrey J. Simpson

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SCHEDULE "A"

LIST OF AUTHORITIES

***2092280 Ontario Inc*. v. *Voralto Group Inc*, 2018 ONSC 2305 (Canlii), Ont. Div Court per Thorburn, McKelvey and Myers JJ. (hereinafter "*Voralto Group*") at para. 28.**

***Sibley & Associates LP* v. *Ross*, 2011 ONSC 2951 (Ont. SCJ, per Stathy J. as he then was).**

***Callidus Capital Corp*. v. *CarCap Inc.*, 2012 CarswellOnt 480, 2012 ONSC 163 (Ont.S.C.J.[Commercial List]) ("Callidus"), at para. 41**.

***EMP Global Services Inc.* v. *Signfici Solutions Inc.*, 2012 CarswellOnt 281, 2012 ONSC 288 (Ont. S.C.J. [Commercial List]).**

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***Canadian Equipment Financing and Leasing Inc*. v. *Eveley International Corporation*, April 23, 2020, CV-20-00639897-00CL, Factum of the Applicant and Handwritten Endorsement of McEwen J.**

SCHEDULE "B"

TEXT OF STATUTES, REGULATIONS & BY - LAWS

***Bankruptcy and Insolvency Act,* R.S.C. 1985, C. B.3:**

47.(1): If the court is satisfied that a notice is about to be sent or was sent under subsection 244(1), it may, subject to subsection (3), appoint a trustee as interim receiver of all or any part of the debtor's property that is subject to the security to which the notice relates until the earliest of

(a) the taking of possession by a receiver, within the meaning of subsection 243(2), of the debtor's property over which the interim receiver was appointed;

(b) the taking of possession by a trustee of the debtor's property over which the interim receiver was appointed, and

(c) the expiry of 30 days after the day on which the interim receiver was appointed or of any period specified by the court.

(2) The court may direct an interim receiver appointed under subsection (1) to do any or all of the following:

> **(a)** take possession of all or part of the debtor's property mentioned in the appointment;
>
> **(b)** exercise such control over that property, and over the debtor's business, as the court considers advisable;
>
> **(c)** take conservatory measures; and
>
> **(d)** summarily dispose of property that is perishable or likely to depreciate rapidly in value.

***Courts of Justice Act,* R.S.O. 1990, c. C.43:**

101(1) In the Superior Court of Justice, an interlocutory injunction of mandatory order may be granted or a receiver or receiver and manager may be appointed by an interlocutory order, where it spears to a judge of the court to be just or convenient to do so.

CLEARFLOW COMMERCIAL FINANCE CORP. -and- TRIGGER WHOLESALE, INC. et al.
Applicant Respondents

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PROCEEDING COMMENCED AT
TORONTO

MOVING PARTY'S FACTUM

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RCP-E 4C (May 1, 2016)